

Final Tentative Agreements

WSA Bargaining

Notes on Proposals Not Listed Here, and Other Issues

- D-9/U-10: Agreement is CCL
- U-1: Withdrawn
- U-4: Withdrawn
- U-7: Withdrawn
- U-12: Withdrawn
- U-15: Withdrawn
- U-17 (below): Includes oral agreement on 0.5% increase, plus IPD, in 2019-20 and 2020-21
- U-19 (below): I recommend this new section be numbered either § 1.1.6 or § 3.7

TAS

D-1. Amend Art. I § 5, page 4, as follows:

Section 5 - Grievance

1.5.1 A grievance means a claim based on an event or condition that has allegedly caused a misinterpretation or misapplication of this agreement.

Step 1: Discuss the problem with the immediate supervisor within five (5) working days of its occurrence. During this discussion, an attempt shall be made to arrive at a mutually satisfactory solution.

Step 2: If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall complete in writing a statement of the grievance containing the following:

1. The facts on which the grievance is based.
2. A reference to the provisions in the agreement which have been allegedly violated: and
3. The remedy sought.

The employee shall submit the written statement of grievance under 1, 2 and 3 above to the Superintendent within five (5) working days after the conference with the immediate supervisor.

Step 3: The Superintendent, or designee, shall schedule a conference within ten (10) working days, to discuss the grievance. The Superintendent or designee, shall notify the Grievant within five (5) working days of his or her decision.

Step 4: If the Grievant is not satisfied with the Superintendent's decision, the Grievant may request that the School Board of Directors hear their grievance. If such is the case the individual must notify the

Superintendent that he/she desires to have the Board hear their grievance within ten (10) working days of receipt of the Superintendent's decision.

Step 4A: If requesting a hearing of the Board, the hearing shall be held within (10) days of the receipt of said request, with a written response from the Board within ten (10) days following the hearing.

Step 4B: If the Association is not satisfied with the disposition of the grievance at Step 4A 2, the Association can submit the grievance to arbitration before an impartial arbitrator. If the parties are unable to agree on an arbitrator, an arbitrator shall be selected pursuant to the rules of either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Services (FMCS). ~~The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.~~ Neither the employer nor the Association shall be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator's decision will be limited to the specific grievance and the scope of the existing contract language. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The costs for the services of the Arbitrator, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

D-2. TA 6/6/18: Amend Art. II § 2, page 5, as follows:

2.1.1: There will be three (3) classifications of employee positions based upon the responsibility of the position. These classifications are:

- A. Administrative Secretary - A regular full-time employee providing secretarial support to a school principal or department administrator.
- B. Building Secretary - A regular full-time or part-time employee working as an additional secretary to a school principal or department administrator.
- C. ~~Support Staff—An employee working as an assistant to the Secretarial staff~~ Substitute Secretary.

2.1.2: Employees moving from one classification to another carry experience and seniority from one classification to the other. Benefits accrue based on the original hire date.

2.1.3: Notice of job openings covered by the bargaining unit shall be posted by the District a minimum of five (5) business days. The posting will include a notation

of the opening and closing dates. Bargaining unit members will have until the closing date to apply for the position. All qualified bargaining unit applicants shall be interviewed for the new or open position. If no qualified bargaining unit applicant is found, the District may open the position to outside applicants. A copy of the job posting shall be sent to the Association president. The District shall also send written notification by U.S. mail to the last known address of all bargaining unit members for vacancies that occur during June, July and August the summer months outside of the school year.

2.1.4: Regular Full Time Year-Round: A regular full-time year-round employee is one employed in a regular job which requires forty (40) hours per week and two hundred forty-eight (248), less vacation, working days.

2.1.5: Regular Full Time School-Year: A regular full-time employee is one employed in a regular job which requires forty (40) hours per week and at least two hundred four (204) days per year.

2.1.6: Regular Part Time School-Year: A regular part-time employee is one employed in a regular job which requires less than forty (40) hours per week and at least two hundred four (204) days per year.

2.1.7: Temporary: A temporary employee is one who is hired for a specific purpose and a specific length of time. In no case shall a temporary position be for a period exceeding ninety (90) working days. Any extension of this time must be by mutual agreement of the Association.

D-3. TA 6/14/18: Amend Art. II § 2, page 5, as follows:

2.1.3: Notice of job openings covered by the bargaining unit shall be posted by the District a minimum of five (5) business days. The posting will include a notation of the opening and closing dates. Bargaining unit members will have until the closing date to apply for the position. All qualified bargaining unit applicants shall be interviewed for the new or open position. If no qualified bargaining unit applicant is found, the District may open the position to outside applicants. A copy of the job posting shall be sent to the Association president. The District shall also send written notification by U.S. mail to the last known address of all bargaining unit members for vacancies that occur during the summer months outside the work year during June, July and August.

D-4. TA 6/6/18: Amend Art. IV § 3, page 9, as follows:

Section 3 – Nondiscrimination ~~Affirmative Action~~

4.3.1: The provisions of the Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, sex, age, marital status, political activity or the presence of any sensory, mental or physical disability ~~handicap~~ except as required in accordance with this Agreement or as otherwise provided by law.

D-5/U-2. TA 6/25/18: Amend Art. IV § 4, page 9, as follows:

Section 4 - Employee Evaluation

- 4.4.1: The Association and District share a commitment to evaluation as an ongoing process of communication between supervisors and employees related to the professional growth of employees and the successful accomplishment of the work of the District. Every employee will be evaluated in writing annually ~~on or~~ before June 1st. Each employee shall be given a copy of any evaluation report prepared by her/his evaluator at least one (1) day prior to any conference to discuss it. No such report shall be placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation. The evaluation shall be done by the immediate supervisor.
- 4.4.2: If an evaluator believes an employee's performance will result in an unsatisfactory evaluation ~~is thought to be less than satisfactory~~ any time during the school year, the employee ~~he/she~~ will be evaluated at that time and provided with recommendations to improve his/her performance. In the event an employee is given a negative evaluation that may ultimately lead to dismissal, the employee will be given at least thirty (30) working days a reasonable amount of time to implement the recommendations before being evaluated again.
- 4.4.3: Written evaluation reports shall be presented in post observation conferences to each employee by his/her evaluator. A. Such reports shall be written in narrative form and shall include when pertinent:
1. Strengths of the employee;
 2. Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
- 4.4.4: New employees shall be evaluated twice within ninety (90) ~~one hundred two (102)~~ work days after commencement of employment.
- 4.4.5: The employee will have the opportunity to write a rebuttal to his/her evaluation.

U-3 TA 6/14/18: 4.5.7 Threats: Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify his/her immediate supervisor and, if necessary, the appropriate law enforcement authority. Immediate steps will be taken by the District in cooperation with the employee to provide for the employee's safety. ~~Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts.~~ Precautionary measures for the employee's safety shall be reported to the employee and the President of the Association by the Superintendent or designee at the earliest possible time.

D-6. TA 6/6/18: Amend Art. IV § 4.6.1, page 11, as follows:

Section 6 - Holidays

4.6.1 Employees shall receive pay for the following holidays based upon the hours of work usually performed by them and upon their classification rate:

Labor Day	<u>New Year's Eve Day</u>
Veteran's Day	New Year's Day
Thanksgiving Day	<u>Martin Luther King's BD</u>
Day after Thanksgiving	Presidents' Day
<u>Christmas Eve Day</u>	Memorial Day
Christmas Day	Christmas Eve Day
Martin Luther King's BD	New Year's Eve Day
	Independence Day

D-7/U-5. TA 6/25/18: Delete Art. IV § 4.6.3, page 11, as follows:

~~On the day preceding Thanksgiving vacation, and on scheduled early release days, other than parent teacher conference days, the employee's day shall end two and one-half hours earlier than their regular day, receiving pay for a full work day. The administrative secretary or designee shall remain at the workplace for at least one hour after student dismissal.~~

U-18. TA 6/14/18: Amend Art. IV § 4.7.2, page 11, as follows:

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate, except, by mutual agreement of the employee and supervisor, employees may work a ten-hour a day, four-day a week schedule without incurring overtime. The Association President shall be notified of any employee scheduled to work a ten-hour, four-day work week. No employee shall be required to work overtime on less than two (2) hours' notice. Saturday, Sundays and holidays shall be paid at two (2) times the hourly rate. Employees shall have the option to take compensatory time versus overtime wages within the District guidelines. Compensatory time earned will be compensated on the same terms as overtime pay. (e.g. 1 hour earned equals 1.5 hours compensatory time). Compensatory Time must be used within the school year, and must be scheduled by mutual agreement with the supervisor. Use of compensatory time shall not result in the early closure of school offices. Any work performed beyond eight (8) hours per day or forty (40) hours per week or on Saturdays, Sundays or holidays must be approved in advance and in writing by the immediate supervisor.

~~New Section —ADD: This was an MOU:~~

~~The Woodland School District (the "District"), and the Woodland Secretarial Association (WSA) agree that this Memorandum of Understanding serves as a conditional waiver of Section 4.7.2 of the collective bargaining agreement between WSA and the District.~~

~~1. This waiver applies to employees who work a regular eight (8) hour day in either a permanent or temporary position.~~

- ~~2. By mutual agreement between an employee and her/his supervisor employees may work ten (10) hour days in a work week. Any hours in excess of the ten (10) hours will be compensated at the applicable overtime rate.~~
- ~~3. The district will notify the unit president of specific employees who will be working ten (10) hour shifts.~~
- ~~4. No employee shall be directed or compelled to work in excess of an eight (8) hour shift.~~
- ~~5. This waiver shall sunset with the expiration of the current Collective Bargaining Agreement.~~
- ~~6. This Memorandum does not constitute a precedent or past practice for any other situation and will not be construed to otherwise alter the rights or obligations of either party in any other dispute.~~

D-8/U-6. TA 6/25/18: Amend Art. IV § 4.7.3, page 11, as follows:

~~Nothing in this Agreement shall require the employer to keep school offices open in the event of inclement weather, or when otherwise prevented by an act of God. When the schools are closed to students, by the District due to inclement weather or other adverse conditions the above conditions, employees shall not be required to report to their job assignments, and the work time shall be made up when students make up the school day. If schools are started late or released early for students due to inclement weather, employees are expected to report to work at their usual time, if possible, or use paid or unpaid leave for time not worked. If the announcement closing schools due to inclement weather occurs later than 6:30 a.m., and employees report to work, they shall be compensated for two (2) hours or time actually worked, whichever is greater. Employees personally calendared to work or requested to report for work when schools are closed during such inclement weather or act of God shall be compensated at their regular rate of pay and it shall be on a voluntary basis.~~

U-8. TA 6/14/18: New § 4.7.6: District school offices shall be open during regular school hours at least one (1) week before the first day of school and one (1) week after the last day of school. Secretaries will keep the office open at least one week before the beginning of the school year and one week after the end of the school year. If accommodations are needed for sports then the offices will work with their administrators.

U-9. TA 6/25/18: 4.10.3 Bereavement/Serious Illness Leave. In the event of a death or serious illness in the employee's family, defined as parent, sibling, spouse, partner, child, grandparent or grandchild, or the same as related by marriage, of someone with close personal ties to the employee, leave without loss of pay will be extended to the employee at a maximum of five (5) days for each occurrence. The number of days will be mutually agreed upon by the employee and their immediate supervisor. One day of

paid leave per year is available in the event of the death or serious illness of someone with close personal ties to the employee.

D-10. TA 6/6/18: Amend Art. IV § 4.10.9, page 14, as follows:

Jury Duty and Court Appearance Leave. Leave of absence shall be authorized for jury duty and under subpoena as a disinterested witness in court. ~~The employee's salary while absent will be subject to deduction of the amount he/she receives for jury service or witness fee as certified by a responsible court officer.~~

D-11. TA 6/6/18: Amend Art. IV § 4.10.10, page 15, as follows:

Leave Sharing. Consistent with RCW 28A.400.380 and WAC 392-126, a leave sharing program is established as follows:

A. A district employee is eligible to receive donated leave if:

1. The staff member suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which as caused, or is likely to cause, the staff member to:
 - a. Go on leave without pay status; or
 - b. Terminate his/her employment;
2. The staff member's absence and the use of shared leave are justified;
3. The staff member has depleted, or will shortly deplete, his/her annual leave and sick leave reserves;
4. The staff member has abided by district rules regarding sick leave use; and
5. The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.

Any employee who wishes to receive leave under this provision shall submit a request in writing to the personnel office. The employee shall submit, prior to leave sharing approval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

Employees meeting the criteria indicated above shall be eligible for leave sharing. A staff member shall not receive more leave than the number of normal work days remaining in the current school year. In the event that the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total of more than 522 ~~264~~ days of leave.

B. District employees may donate leave as follows:

1. An employee ~~who does not earn annual leave (vacation) and~~ who has an accrued sick leave balance of more than ~~twenty-two (22) sixty (60)~~ days may request that the superintendent or designee transfer a specified amount of sick leave to another staff member authorized to receive such leave. A staff member may request to transfer ~~no more than six (6) days of sick leave during any twelve (12) month period, and may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) sixty (60) days.~~ Employees who accrue vacation may donate vacation leave so long as their balance of vacation leave does not drop below ten (10) days. must transfer vacation days prior to sick leave days. Sick leave as defined in RCW 28A.58.099 (28A.400.300) means leaves for illness, injury, and emergencies. The number of leave days transferred shall not exceed the amount authorized by the donating staff member.
2. The value of any leave transferred under this policy which remains unused shall be returned to its original value to the staff member who donated the leave. To the extent administratively feasible, the value of unused leave which was transferred by more than one staff member shall be returned on a pro-rata value basis.

U-11. TA 6/25/18: Add 4.10.11 Vacation Time – Full-time year-round employees ~~Secretaries who work a full year (260 day) schedule, will qualify for paid vacation time to coincide with the number of scheduled hours per day/week worked according to the following schedule (the years of service will be determined by the Board/District hire-date anniversary). Further, the increase in vacation days shall come at the beginning of the years identified below. Employees can only cash out up to 30 days of vacation at termination or retirement. Twelve month employees may carry over up to 30 vacation days and may cash out on a one to one basis 10 days annually.~~

Year One: 10 Days
Each Additional Year Add 1 Day, not to exceed 20 Days

Sample:

<u>Number of Years</u>	<u>Vacation Days</u>
<u>1-3</u>	<u>10</u>
<u>4-9</u>	<u>16</u>
<u>10-15</u>	<u>20</u>
<u>16-18</u>	<u>25</u>
<u>19-24</u>	<u>27</u>
<u>25-30</u>	<u>30</u>

If a paid holiday occurs while an employee is on vacation, the employee shall not have a vacation day deducted for the holiday receive an additional day of vacation with pay, or pay in lieu thereof. If an employee is called back from vacation, he/she shall receive the overtime rate of pay for all hours worked and shall be given the remainder of his vacation with pay at a later date unless mutually agreed upon by both parties, in which case he would be paid at his/her regular rate of pay.

U-13. TA 6/25/18: Amend 4.11.1 Benefits

A. Health benefits in the amount provided from the State for each employee minus the carve-out for retired members will be passed on to employees in the proportion of their full time equivalency (based on 1440 hours per year). For the term of this agreement the District will provide ~~\$70.00~~ \$75.00 per month of the carve out for retired members back to each employee for employees' medical benefits. In addition, the District will contribute ~~\$7,000~~ \$3,500 ~~2500~~ to the insurance pool above the state allocation. If any funds remain after pooling the basic benefits, those funds must be equally divided between all employees in the unit and may be used for optional benefit plans.

U-14. TA 6/14/18: § 4.11.2 District Committee Work: When required or requested by the District to serve on District committees outside of normal work time, including calendar, benefits, and safety committees, the employee shall be compensated at their appropriate current rate of pay.

U-16. TA 6/25/18: Amend 4.11.4 Participation in the Apprenticeship Program shall be strictly voluntary and available to all secretaries. The Upon approval, the District will reimburse all tuition, books, and fees. Upon satisfactory completion of the program the individual shall receive an extra seventy cents (70¢) ~~\$1.00~~ per hour. This extra pay shall also be paid to employees holding an Associate's degree or higher. An employee is entitled to no more than seventy cents (70¢) per hour pursuant to this section. ~~If other units within the district negotiate a higher pay for their apprenticeship pay an automatic increase to match their rate will be allowed for our unit without negotiations.~~

U-17. TA 6/25/18: Amend 4.12.1 Salaries for employees subject to this Agreement during the term of the contract are contained in Appendix A of the contract attached hereto and by this reference incorporated herein. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date. Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement if possible, or the subsequent pay period at the latest. Schedule A shall be increased in each subsequent year of the Agreement by one-half percent (0.5%) and the state inflationary adjustment as provided in RCW 28A.400.205.

D-12. TA 6/25/18: Correct Reference Art. IV § 4.13.4, page 17, as follows:

Seniority will not accrue for an employee who is on extended leave per Section 4.10.8 ~~4.10.9~~.

D-13. TA 6/25/18: Amend Art. V § 5.1.1, page 19, as follows:

After ratification, this agreement shall be effective from September 1, ~~2018~~ 2014 through August 31, ~~2021-2022~~ 2018. This Agreement may be reopened at any time during the effective term by mutual consent of both parties. The entire contract will be opened for bargaining May 1, ~~2018~~ 2021.

U-19. TA 6/14/18: New Section: Notification of Changes to Positions **Notifying union members of desire to add or change job title &/or description of duties – Union allowed to vote on it**

In the event the District employer creates a new job title or substantially alters the duties contents of an existing job within this bargaining unit, the employer shall notify the President of the Association business representative of the union of the proposed wage rate and attach a copy of the new job description.

Should the union members not be satisfied with the job description or the wage rate because it is not in line with the other jobs in the wage schedule, the union The Association may request a meeting within fifteen (15) days of the District's employer's notice, to negotiate. Should the parties not be in agreement within thirty (30) days of the District's employer's notice, the Association union may waive the dispute or exercise its rights under the grievance procedure or Public Employment Relations Act.

The union members shall be allowed to vote on the change of the job description/title if it significantly alters the position or will change the rate of pay. They may ask the job to be posted so that others in the unit have the opportunity to apply for the position if desired.

U-20. TA 6/25/18: Amend Appendix A as follows:

2018-2019

	1-3	4-56	7+ - 911 15	10 12 16+
Administrative Secretary	\$ 21.52	\$ 22.48	\$ 23.45	<u>\$24.10</u>
Building Secretary	\$ 19.67	\$ 20.55	\$ 21.43	<u>\$22.02</u>
Substitute	\$ 18.33			
With Apprentice/AA	1-3	4-56	7+ - 911 15	10 12 16+
	\$ <u>22.22</u>	\$ <u>23.18</u>	\$ <u>24.15</u>	\$ <u>24.80</u>
Administrative Secretary	21.92	22.88	23.85	
	\$ <u>20.37</u>	\$ <u>21.25</u>	\$ <u>22.13</u>	<u>\$22.72</u>
Building Secretary	20.07	20.95	21.83	