ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

between the

WEST VALLEY SCHOOL DISTRICT No. 208
Representing the Classified Employees

And

TEAMSTERS LOCAL NO. 760

SEPTEMBER 1, 2021 - AUGUST 31, 2023

TABLE OF CONTENTS

ARTICLE No.	NAME OF ARTICLE	PAGE No.
1	PREAMBLE AND PURPOSE OF AGREEMENT	2
2	RECOGNITION	2
3	UNION SECURITY AND DUES CHECK-OFF	2
4	RIGHTS OF PARTIES	3
5	DEFINITIONS OF EMPLOYEES	4
6	SENIORITY	4
7	PROMOTIONS - POSTING - TRIAL PERIOD	5
8	DEMOTION - TRANSFER - EMPLOYMENT NOTIFICATION	6
9	DEFINED LEAVES	6
10	JURY DUTY	10
11	VACATIONS	10
12	HOLIDAYS	11
13	HOURS OF WORK	11
14	PAY ARRANGEMENTS	13
15	GROUP HEALTH CARE BENEFITS	14
16	GROUP INSURANCE & RETIREMENT PROGRAMS	15
17	SALARY ADJUSTMENT FORMULA & COMPENSATION COMPLIANCE	16
18	DISCHARGE – SUSPENSION	16
19	GRIEVANCE & ARBITRATION PROCEDURE	17
20	MISCELLANEOUS PROVISIONS	19
21	PERSONNEL FILES	20
22	SAVINGS CLAUSE	21
23	TERM OF AGREEMENT	22
APPENDIX "A" - WAGE RATES		23
APPENDIX "B" - PARAPROFESSIONAL		25
APPENDIX "C" – TRANSPORTATION		27
APPENDIX "D" –CHILD NUTRITION		33
APPENDIX "E" – MAINTENANCE & OPERATIONS		34
GRIEVANCE FORM		35

ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement is made and entered into by and between **WEST VALLEY SCHOOL DISTRICT No. 208**, hereinafter referred to as the "District," and **TEAMSTERS LOCAL NO. 760**, hereinafter referred to as the "Union," for the purpose of negotiating the wages, hours and the general working conditions affecting the employees.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

The District recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time classified employees of the West Valley School District, excluding supervisors and confidential employees, secretaries represented by the WVESA and all classified employees assigned to the Central Office. Temporary and substitute employees who have worked thirty cumulative days for the District in any given school year or the preceding year shall be considered members of the bargaining unit but only the following sections of the Agreement shall apply to substitutes: Appendix "A" (probationary rate)- Temporary employees are not eligible for health care benefits or Article 6 - Seniority. "Seniority" does not apply to them except as defined in Article 5.1 of this agreement.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

3.1 **Union Dues:** (Reference R.C.W. 41.56.110) The Union, which is the legally recognized Exclusive Bargaining Representative of the classified staff as described in the recognition clause of this Agreement, shall have the right to have deducted from the salary of members of the Union (upon receipt of a written authorization form), an amount equal to the fees and dues required for membership in the Union.

3.1.1 The dues deduction and authorization form shall remain in effect from year to year, unless withdrawn in writing by the employee. Dues deduction forms must be delivered to the business office within thirty (30) days from the start of school, or within thirty (30) days of an individual's beginning date of employment.

3.2 Representation Fee: (Reference R.C.W. 41.56.122) No member of the bargaining unit will be required to join the Union, however, those employees who are not members, but are part of the bargaining unit will be required to pay a representation fee to the Union equivalent to regular union dues and, for employees hired after January 1, 2003, an initiation fee. The amount of the fees shall be determined by the Union, and transmitted to the business office in writing. The representation fee shall be regarded as fair compensation and reimbursement to the Union for fulfilling its legal obligation to represent all members of the bargaining unit. (R.C.W. 41.56.080)

3.2.1 In the event that the representation fee is regarded by an employee as a violation of their right to non-association, such bona fide objections shall be resolved according to the provisions of R.C.W. 41.56.122, or the Public Employment Relations Commission.

3.2.2 If such employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on his behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.

3.2.3 The Union agrees to defend and hold the District harmless against any legal action brought against the District in reference to the Representation Fee Deduction.

3.3 The District shall deduct current Union dues from the pay of any employee who authorizes such deductions in writing pursuant to R.C.W. 41.56.110. The District shall transmit all such funds deducted to the Union on a monthly basis.

3.4 When the District hires a new employee the District shall, within seven (7) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, address and classification of the employee hired.

ARTICLE 4 - RIGHTS OF PARTIES

4.1 **Management Rights**: It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws and regulations is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees for just cause; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

4.1.1 The right to make rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures, and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement. The District will make a good faith effort to give the Union notice of any such changes.

4.2 **Union Rights**: The Union does not waive any right the Union has under applicable State laws including but not limited to the right to require the District to bargain collectively concerning any subject matter held by State laws to be mandatory or permissive which is not otherwise covered by this Agreement.

4.3 **Employee Rights**: It is agreed that the employees in the unit defined herein shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union. Each employee shall have the right to bring matters of personal concern to the attention of appropriate Union and/or District representatives.

4.3.1 Prior to any formal disciplinary action, every employee who becomes the subject of potential disciplinary action shall be advised at the time of an interview that he is suspected of A) Committing a criminal offense which could effect his job; and/or B) Misconduct that could be grounds for discipline.

This, in no way, interferes with management's right to suspend with pay, pending a preliminary investigation.

4.3.2 Any employee who becomes the subject of an investigation shall have the option of being accompanied by a representative of the Union or counsel of his choosing. This representation is confined to counseling, and not actual participation in the investigation. Upon request, a reasonable period not to exceed two working days shall be allowed, before an investigative interview, for the employee to arrange representation. In the event a Union representative is not available, up to five working days will be allowed to arrange representation.

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

5.1 **Temporary Employee:** A temporary employee is one who is employed: (1) to perform a particular task or duty, but is not a "regular" or "probationary" employee as defined in this Article or, (2) to fill in for a regular or probationary employee for a fixed amount of time. Temporary employees may be discharged when the regular employee returns to work or when the need for such employee no longer exists. Temporary employees shall be paid the probationary wage rate for the first six (6) months of service with the District within a classification. After six (6) months, the temporary employee will be paid at the "regular employee" rate. Temporary employees are part of the bargaining unit. Effective September 1, 2018 Temporary employees who become regular employees shall be placed on the seniority list and their original date of hire, without a break in service, shall be their seniority date. Only temporary employees hired for a period known to be six (6) months or longer shall be eligible for health care benefits under Article 15. If a temporary position extends for two (2) consecutive school years, the employee in the assignment will be converted to a regular employee.

5.2 **Substitute Employees:** Substitute employees are those employees hired by the District to fill in on a day-to-day basis for regular, probationary or temporary employees. Substitute employees shall be paid the probationary wage rate while performing bargaining unit work. Substitute employees are not part of the bargaining unit and are not covered by this Agreement, except as provided in Article 2.

5.3 **Regular Employee:** A Regular employee is one who has served his probationary period, and is paid the prevailing wage rate for the type of work performed based upon his years of service. A Regular employee is entitled to the benefits and conditions of this Agreement.

5.4 **Probationary Employee:** A probationary employee is a regular employee who has not completed nine (9) calendar months of service with the District since his first (1st) day of employment. The probationary wage rate on Appendix A will be paid for the first six (6) months of employment, after which the regular wage rate will be paid. Following completion of probation, seniority shall be from the first (1st) day of employment. A probationary employee shall be employed only on a trial basis, during which period he may be discharged without further recourse. No employee will serve more than one probationary period, for any position within one classification.

ARTICLE 6 – SENIORITY

6.1 No employee shall acquire seniority until he has become a regular employee. A regular employee is one who has completed nine (9) calendar months of service with the District since his first (1st) day of employment within the bargaining unit. Annually, a list of the classified employees arranged in the order of their overall seniority and specific job categories shall be given to the Union upon request by the Union. Should more than one (l) employee have the same hire date, their relative seniority shall be determined by lot.

6.2 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee;

6.2.1 provides written notice to voluntarily leave the service of the District,
6.2.2 is discharged for just cause,

6.2.3 is laid off due to lack of work for more than twelve (12) consecutive calendar months,

6.2.4 is absent from work because of an non-occupational illness or injury not to exceed twelve (12) consecutive calendar months, unless extended by Board action,

6.2.5 is absent from work because of an occupational illness or injury not to exceed eighteen (18) consecutive calendar months, unless extended by board action,

6.2.6 fails to return to work upon recall from an indefinite lay-off within fifteen (15) calendar days after first attempted delivery of written notice sent by certified mail from the District at his last known address appearing on the District's records, with a copy to the Local Union. An employee on layoff status who fails to return following an offer of reemployment forfeits seniority and all other accrued benefits; provided that such employee is offered a position substantially equal to that held prior to layoff.

6.3 There shall be no deduction from continuous service for any time lost which does not constitute a break in service as set forth above.

6.4 **Lay-off - Recall:** Subject to the limitation that the employee is qualified to perform the work. In reducing the personnel because of lack of work or other legitimate reason, the last employee hired shall be the first (1st) laid off and on returning employees to work, the last employee laid off shall be the first (1st) rehired, provided that employee is qualified to perform the duties of the position. Layoffs and recall shall be based on seniority within specific job categories.

ARTICLE 7 - PROMOTIONS - POSTING - TRIAL PERIOD

7.1 Notice: During the school year notices of opening(s) of positions covered by this Agreement shall be posted on the District's bulletin boards at all locations, and on the District's website. During the summer months, notices of openings of positions covered by this Agreement shall be posted on the District's website and such notices will always begin on Mondays. Opening(s) will remain posted for a period of not less than five (5) business days, excluding holidays. Employees wishing to make application for the open position must do so within such period. Nothing herein will preclude the District from making temporary assignments during posting periods. A copy of the notices shall also be sent to the Union. The notices will contain a description of the job, the qualifications, wage rates, total hours of work, and the daily work hours scheduled (to the extent known at the time of posting). Application forms for the open position(s) will be available at the District's personnel office.

7.2 **Employee Development**: The Employer recognizes a policy of career development and will therefore aid in the training and development of current employees.

7.3 **Trial Period:** A Regular employee who has successfully bid for a new position shall serve a trial period in his new position of not more than (3) calendar months during which time the District may return the employee to his former position without prejudice. Should the parties agree this period may be extended an additional three (3) months for good cause. If the employee elects to voluntarily return to his former position, he must do so within (3) calendar months of his assignment to the new position. During the trial period, such employee shall be paid at the full wage rate listed in the Appendix.

7.4 **Job Descriptions:** The Employer agrees to provide the Union with a complete set of job descriptions as they exist at the signing of this Agreement and to notify the Union of any anticipated substantive change in any description.

7.5 When the District makes a change in a particular job description, a copy of the new job description shall be provided to the Union and to the affected employee and the appropriate administrator within

thirty (30) days after the change. Employees shall not be required to perform work not reasonably related to the appropriate job description for the position.

ARTICLE 8 - DEMOTION - TRANSFER - EMPLOYMENT NOTIFICATION

8.1 **Demotion:** The term "demotion" shall mean the reassignment of an employee (not requested by the employee) from his present position to a lower paying position. A written statement setting forth the reasons for such action shall be given the employee at least fifteen (15) calendar days prior to the effective date of the action.

8.2 **Transfers:** The term "transfers" shall mean the moving of an employee from one location to another location.

8.3 **Involuntary Transfers:** Shall mean the moving of an employee from one location to another where the district deems it necessary to make staff adjustments to meet the Districts needs. An involuntary transfer shall be made only after a meeting between the employee involved and the immediate supervisor. When consistent with the District's needs, the District shall seek volunteers for the involuntary transfer and shall transfer the senior employee who volunteers.

8.4 **Voluntary Transfers:** The employee with the greatest seniority within each job category shall have preferential rights regarding promotions, assignment to new jobs or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee or other individual possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employes and the Union its reasons why the senior employee or employees has been bypassed. Employees who apply and meet the qualifications for a classified opening outside of the bargaining unit shall be given an interview for the position.

8.5 **Employment Notice:** It is mutually agreed that the District shall notify employees of intent to rehire for the next year, prior to the employee's last working day of the current school year. The employee shall notify his immediate supervisor two (2) weeks in advance of termination of service. Two (2) weeks notice will be given by the employer for an employee's termination, except in cases of a disciplinary action.

8.6 The employee with the greatest seniority within each job category shall have preferential rights regarding promotions, assignment to new jobs or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee or other individual possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the Union its reasons why the senior employee or employees has been bypassed.

8.7 Employees who apply and meet the qualifications for a classified opening outside of the bargaining unit shall be given an interview for the position.

ARTICLE 9 - DEFINED LEAVES

9.1 **Sick Leave:** Sick leave or any defined leave listed in this Article shall be provided regular employees. Regular employees shall be entitled to twelve (12) days sick leave accumulative to the maximum allowable according to State Law. Contracted sick leave for any school year plus any sick leave

accumulated may be taken at any time during the school year. Sick leave pay shall be the same as the pay the employee would have received by contract for such period of absence. "Days," for the purpose of sick leave, shall be computed based upon the employee's work day. It is understood that sick leave is pro-rated based upon the employees work year and work day.

9.1.1 A deduction of one (1) working day of sick leave credit shall be made for each full days absence due to illness, injury, medical treatment related to pregnancy, or other reason specified in this section. Should any employee be absent for less than his assigned work day, sick leave shall be deducted in one (1) hour increments with the greater part of an hour being calculated as one (1) hour.

9.1.2 **Reporting:** Employees who are absent from work more than (5) consecutive working days may be required to file a doctor's certificate with the appropriate supervisor indicating the absence was a result of personal illness or injury of the employee. Employees who are absent from work for five (5) days or less will file with the appropriate supervisor an affidavit certifying the reason for the absence. This shall not apply to absence where sick leave is used for leave other than illness as listed in this section, in which case the specific reasons for the absence shall be provided to the appropriate supervisor. Employees returning to work after an extended illness or injury will be required to furnish the District with a doctor's written assurance that the employee is well and can perform his or her normal duties. Abuse of sick leave will result in disciplinary action. Abuse of sick leave shall include but is not limited to dishonesty when reporting sick leave and shall result in discipline up to suspension or discharge. All employees are required to report sick leave absences as soon as possible, but in no event shall the report be made later than the first day of absence, unless the employee is physically unable to report such absence. Employees who use Absence Management for securing a substitute are required to report sick leave absences as far in advance of the starting of their scheduled work day as possible, but in no event shall this report be made later than the first day of absence.

9.1.3 **Attendance Incentive Program:** In January of the year following any year in which a maximum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused sick leave accumulated in the previous year at a rate equal to one (1) full days monetary compensation of the employee for each four (4) full days accrued leave in excess of sixty (60) days. Sick leave shall be deducted from accrued leave at the rate of four (4) days for every one (1) days monetary compensation.
9.1.3(a) At the time of separation from School District employment, due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) full days current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury. These sections will be administered in accordance with state laws, rules and regulations.

9.1.4 **Medical Leave:** If an employee is ill longer than he has days of sick leave, the deductions from his salary will be one (l) day of pay for each days absence. Employees who are absent thirty (30) days after sick leave is expended will be required to apply for an unpaid leave of absence. Leaves of absence for temporary disability (i.e. illness or injury) may be granted by the Superintendent to an employee who has completed his probationary period and who has expended all accrued sick leave benefits; provided however, that medical verification is obtained. Medical leave shall not exceed one (l) year in duration, unless extended by Board action. Except in unusual situations, a one (l) year leave of absence will automatically be granted.

9.2 **State Industrial:** Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury may be paid accumulated sick leave at their option. Any State Industrial benefit received by the employee who has received sick leave benefits may be endorsed to the Employer.

Should an employee not make such endorsement, a corresponding deduction shall be made from the following paycheck. Upon receipt of this benefit by the Employer, the employee shall be credited with sick leave on a pro-rated basis of the State Industrial benefit to the original amount of sick leave taken.

9.3 **Bereavement Leave:** The school district shall provide up to five (5) days per year for bereavement leave for employees. In the event of death in the employee's immediate family, he/she shall be allowed up to five (5) working days of absence at full pay. (Immediate family shall be defined as a spouse, child, step-child, grand-child, father, mother, step-parent, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, or a more distant relative if living in the same household.) Bereavement leave shall be non-cumulative from year to year.

9.3.1 In the event of death of an uncle, aunt, nephew or niece, of the employee or of his spouse, the employee shall be allowed one (1) working day of absence with full pay.

9.3.2 Employees may utilize up to two (2) days sick leave per year to attend the funeral of individuals not otherwise covered by this section.

9.3.3 Exceptions to the above may be granted by the Superintendent on a case by case basis, and will not establish a precedent. Permission will not unreasonably be denied. Such exceptions will be deducted from sick leave.

9.4 **Emergency Leave:** Emergency leave shall be granted with pay. Emergency leave may be taken by an employee due to a problem that has been suddenly precipitated or is unplanned; or where preplanning could not relieve the necessity for the employee's absence. Such leave shall be taken from the sick leave.

9.4.1 **Family Leave**: Sick leave may be taken to care for a child of an employee with a health condition requiring treatment or supervision, or for a spouse, parent, parent-in-law, grandparent, or grandchild of the employee who has a serious health condition or emergency condition in accordance with state law (WAC 296-130-010 thru 296-130-100 and RCW 49.122.270. et seq..) Note- grandchild not residing with employee shall be available based upon substitute availability.

9.4.2 **Personal Leave:** Each employee shall be provided two (2) days of paid personal leave per year, to a maximum accumulation of five (5) days. Unused personal leave shall be reimbursed at the employee's regular hourly rates, except that there shall be no cash reimbursement during the two (2) years immediately preceding the employee's retirement, and for unused personal leave accruing during this period the District may reimburse the retiring employee by providing the equivalent compensatory time off with pay. Should an employee retire after having exercised the cash out option during the two (2) years previous to retirement, the employee shall reimburse the District for cashed-out personal leave by deduction from the employee's pay or such other manner as the employee and the District may mutually agree upon. Employees provided compensatory time off in lieu of cashed-out personal leave must schedule this leave with their immediate supervisor. Unless the supervisor determines that adequate staffing can be maintained, no more than two (2) employees per building or job category will be allowed leave on the same day. Such leave will be granted on a first come first served basis. Such leave is not deducted from sick leave. Such leave may not be used by a probationary employee, nor may it be used during the first (1st) or last week of the school year. Leave may be used to extend holidays and for vacations with the superintendent's approval. Such cases will be considered individually and will not establish binding precedents.

9.5 **Military Leave:** Employees shall not be discriminated against because of work time lost due to

national defense commitments.

9.5.1 **Reserve Duty:** A regular employee who is an active member of any organized reserve of Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his employment for a period not exceeding twenty-one (21) days during each year beginning October 1st and ending the following September 30th (RCW 28.40.060). Such leave shall be granted in order that the employee may take part in active training duty in such manner and at such time as he may be ordered to active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive his normal pay.

9.5.2 **Active Duty:** Military leave will be granted any employee required by law to enter active military service. The employee returning from military duty shall retain seniority rights and will be given employment as near the original position if possible until the expiration of the contract year. If no position is available, he will then be reinstated in his original position at the beginning of the new contract year. The position on the salary schedule will be the same as if he had remained on duty with the District. These provisions do not apply to the new duties in the fall of his first year. Notification of return and availability shall be accomplished by the returning employee within a sixty (60) day period of his release from active military service. Above is void if he voluntarily re-enlists or extends the enlistment. Employees called to active duty in the reserves or National Guard will be allowed to continue their health insurance providing the employee pays for such coverage.

9.6 **Maternity Leave:** Maternity leave and discrimination in employment because of pregnancy are covered under RCW 49.60 and Affirmative Action guidelines. A woman shall not be required to leave work at the expiration of any arbitrary time period during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her job and as long as her physician concurs. To be entitled to maternity leave under this Section, a woman shall inform the District in advance of her intention to take leave. The employee shall be granted leave for a reasonable length of time determined by a doctor prior to the birth of the child. The District may require a physician's statement to determine if the employee is unable to work due to her temporary disability. For sick leave benefits to extend beyond normal delivery and recovery period following the birth of a child, the employee shall have a physician's statement on file in the District's payroll office concerning the health of the employee after the child's birth and an estimate of the approximate date the employee shall be recovered sufficiently to return to work. After the birth of the child the employee will notify the District of her intent to return to work or request additional maternity leave which may be granted up to six (6) consecutive calendar months, without pay. If the woman employee and the school district cannot agree on matters relating to maternity leave, either party may submit the facts to the Executive Secretary of the Washington State Human Rights Commission for a ruling.

9.7 **Leaves of Absence:** Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted. There is no pay, benefits, or leave or seniority earned or accrued during the leave. The District may limit unpaid leaves of absence to not more than two (2) employees per year.

9.7.1 The returning employee will be assigned to the position occupied before the leave of absence. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time. It shall be the responsibility of the District to inform replacement employee(s) of these provisions.

The leave is for a specific time, and the employee cannot return to the position of a District employee during the leave period without the permission of the District.

9.7.2 The employee will retain accrued sick leave, vested vacation rights while on a leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue. To retain the privilege of re-employment, an employee on leave shall contact the District in writing no later than thirty (30) days prior to the expiration of the leave of absence and give notice of intent to return on the specific date agreed to.

9.8 **Professional Leave:** Authorized travel and per diem expenses shall be granted to employees at the standard district rate per board policy when required to attend professional meetings and/or schooling upon written request of the Superintendent or his designee.

9.9 **Extra-Ordinary Leave:** At the discretion of the Superintendent, leaves of absence with pay up to five (5) days may be granted in unusual cases where the circumstance does not fit other leave provisions. Leave application must be submitted to the Superintendent, and when approved will require the employee to pay *(by deduction)* the cost of a substitute. Granted exceptions will not establish a binding practice.

ARTICLE 10 - JURY DUTY SUBPOENAED WITNESS

10.1 When a regular employee covered by this Agreement is called for Jury Duty or is subpoenaed as a witness to testify in any municipal, county, state or federal court, and cannot reasonably avoid being absent from work he/she shall advise his/her supervisor upon receipt of such call, and if taken from his work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service. The employee will sign over to the District his Jury Duty or subpoenaed witness pay, excluding those moneys for travel and meal allowances.

10.1.1 **Special Jury Duty Shift:** Special Jury Duty or subpoenaed witness shift starting time shall be 8:00 o'clock a.m. An employee reporting for Jury Duty or subpoenaed as above, and if excused for the balance of that day, shall report as soon as possible to his supervisor for purpose of working the balance of the special jury duty or subpoenaed witness shift.

ARTICLE 11 – VACATIONS

11.1 All regular two hundred and sixty (260) day employees shall accrue and be granted the following vacation benefits computed in accordance with the following:

VACATION SCHEDULE

Hrs. Worked/Yr.	Years Worked In The West Valley School District		
	7 or Less	8-14	15 or More
2,000	80 Hours	120 Hours	160 Hours
1,800	72	108	144
1,600	64	96	128
1,400	56	84	112
1,200	48	72	96
1,000	40	60	80
800	32	48	64

600	24	36	48
400	16	24	32
200	8	12	16

11.2 Vacations shall be scheduled at the request of the twelve (12) month employees unless such vacation time would disrupt the normal activities of the School District in the opinion of the supervisor.
11.3 An employee whose hire date is before January 1 shall receive a year's credit for that year for movement on vacation schedules. Employees hired on or after January 1 shall not receive that year as credit for schedule movement. Eligibility for vacation schedule movement shall be determined, and will take effect on September 1 (only). At no other time during the year will advancement be permitted, except for errors in interpreting the employee's eligibility for movement as of September 1.

11.4 Time on layoff and time on authorized leave of absence will be counted as continuous service for the purpose of establishing and retaining eligibility dates.

11.5 Any vacation days currently due but unused by the new accrual date each year may be carried over for one (1) year following the accrual date with the approval of the immediate supervisor and administration. No vacation may be carried over for more than one (l) year beyond the date on which it became due; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs.

11.6 Employees shall be entitled to payment for accrued vacation time upon termination of employment providing funds are available, but in no event later than the next pay period.

ARTICLE 12 – HOLIDAYS

12.1 All Regular Employees shall receive the following paid holidays that fall within their work year:

Day before New Year's Day, Labor Day, New Year's Day, Veteran's Day, Martin Luther King's Birthday, Thanksgiving Day, Presidents' Day, Day after Thanksgiving, Memorial Day, Day before Christmas, Independence Day, and Christmas Day.

12.2 If a holiday falls on a Weekend, another day shall be named in lieu thereof and allowed as such, or added to vacation.

12.3 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

12.4 Employees required to work on one of the above described holidays shall receive the pay due them for the holiday, plus their base rate time and one half for all hours worked on such holidays.

ARTICLE 13 - HOURS OF WORK - OTHER WORK PROVISIONS

13.1 **Workday - Work Week:** The work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided however, the District may assign an employee to a workweek of any five (5) consecutive days, followed by two (2) consecutive days of rest. When circumstances beyond the employer's control lead the employer to send employees home, the affected employees will be given the opportunity to schedule alternative work beyond their normal work day, up to an amount equal to that which they lost due to the circumstances that

prevented the employee from working their normal day.

13.1.1 **4 - 10's Option:** By mutual agreement between the parties, the Employer may implement a summer work schedule consisting of four (4) consecutive ten (10) hour days. The four (4) consecutive days shall be followed by three (3) consecutive days off which will normally include Saturday and Sunday.

13.2 **Overtime:** All compensated hours in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1 & 1/2) times the employee's base pay. All overtime must be pre-approved by the immediate supervisor.

13.2.1 Overtime assignments shall be distributed in accordance with the employee's normal classifications. In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally, employees designated to work overtime on days outside their regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences. If no substitute is available to cover for an absence and the District determines that a substitute is required but not available, then additional hours will be offered to employees within the affected classification in the building.

13.3 **Call-In:** Employees called back on a regular workday, or called on the sixth (6th) or seventh (7th) day, shall receive no less than two (2) hours pay at the appropriate rate.

13.4 **Rest Periods:** Each full-time shift shall consist of eight and one-half (8 & 1/2) hours, including at least a thirty-five (35) minute uninterrupted lunch period as near the middle of the shift as is practicable (except for paraprofessionals as noted below) and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practical. To fit within individual schools' schedules, paraprofessionals will have a thirty (30) minute uninterrupted lunch period. If an individual fails to receive his or her scheduled uninterrupted thirty (30) minute meal period, he or she shall be compensated at the rate of One (1) and half (1/2) time the regular rate of pay for thirty (30) minutes.

13.4.1 In the event an employee is assigned to a shift less than the full time work shift defined in Section 13.4, the employee shall be given a fifteen (15) minute rest period for each three (3) consecutive hours of work. This shall only apply to Child Nutrition employees.

13.4.2 Should an employee be requested by the supervisor to forgo a scheduled rest period, such employee shall be given a break at another time, or compensated at the regular rate of pay.

13.4.3 Any employee whose scheduled shift consists of six continuous hours or more shall be provided at least a thirty-five minute uninterrupted lunch period as near the middle of the shift as is practical.

13.5 **Scheduling:** Each employee shall be assigned to a definite and regular work week, which shall not be changed without prior notice to the employee of two (2) calendar weeks; provided, however, this notice may be waived by the employee, or may be waived by the District in case of emergency.

13.6 **Out of Class Pay:** Employees working a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received by the employee in the higher classification from the first hour worked in the higher classification. See Appendix "D".

13.7 **Emergency Closure:** In the event of an unusual school closure due to inclement weather, plant in-

operation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Notice shall be by telephone and by notifying local radio stations. When the district fails to initiate notice procedures on a timely basis, employees reporting to work shall receive pay at base rate for their actual travel time with a two (2) hour minimum. Unless specifically notified, 260 day employees are expected to report during emergency closures. During late starts due to emergency closure, paraprofessionals will report to work thirty (30) minutes prior to the start of the student day. Any hours missed may be made up with the approval of the building principal.

13.8 **Compensatory Time**: Compensatory time, up to a maximum of forty (40) hours, at the request of the employee can be taken within the monthly pay period or the next pay period in lieu of overtime on the basis of one and one-half (1&1/2) hours off for each hour of overtime worked, subject to the provisions of F.L.S.A. The use of compensatory time shall be scheduled by agreement between the employee and his/her supervisor. Bus drivers participating in doing extra work for the music conference (every other year) will be compensated at time and a half. Compensatory time off may not be available to drivers for this event, however the transportation supervisor shall post the number of employees allowed to take compensatory time for that event along with a sign-up sheet. The number shall depend on Sub availability. The selection of comp time shall be determined by seniority. If the District determines there is not a minimum of three substitute drivers available on the day elected by the employee to take compensatory time off. Comp time will be cancelled and the driver will be compensated at the time and a half rate.

13.9 Higher pay status: Any Child Nutrition employee contracted in more than one category (i.e. Production/Server, or Driver/Server) will be paid at the higher pay rate for up to one and one half (1 ½) hours in a lower paid position.

ARTICLE 14 - PAY ARRANGEMENTS

14.1 **Payday:** All employees shall be paid monthly, no later than the last business day of the month. All regular employees eligible for medical benefits shall be paid in twelve (12) monthly installments. There shall be no deductions other than required by law, or this Agreement, or authorized in writing by the employee and approved by the District. Permission shall not be unreasonably denied.

14.1.1 **Direct Deposit:** All employees are required to use direct deposit.

14.2 **Statement of Earnings:** The District shall furnish each employee with an itemized statement of earnings and deductions (pay stub), specifying his wage rate(s), hours worked and other compensation payable to him, as well as any and all deductions from his gross wages for the pay period. Within thirty (30) days of the beginning of the school year, the district shall furnish each employee with a summary of the typical pay stub that they will receive throughout the school year. Such example shall also explain the various accruals and deductions on the employee's statement of earnings. The District will provide the Union with a complete spreadsheet of all employees that shows hours, pay rate, and calculation of wages by September 30 of each school year, and will supply an updated spreadsheet each month upon request.

14.3 **Quits:** Upon discharge or quitting, the District shall pay all monies due the employee on the pay day following such quitting or discharge, unless the employee quits or is discharged between payroll cutoff and the normal pay day, in which case the employee will be paid on the next following pay day.

14.4 All employees subject to this Agreement shall be entitled to participate in a Plan 125 Income Deferral Plan, and a tax sheltered annuity plan at no cost to the employee. On receipt of a written

authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary.

14.5 **260 Day Maximum Work Year:** The maximum scheduled work year shall be two hundred sixty (260) work days. Should the school calendar exceed two hundred sixty (260) days, the District will designate a layoff day (without reduction in pay) immediately preceding or following the Independence Day holiday, July 4th, or such other date as may be mutually agreed between the employee and his/her supervisor.

14.6 **Staff Development & Professional Development:** Employees who complete twenty (20) clock hours of approved training will be paid a stipend of $450.00, the stipend shall be paid the period following the completion of the twenty (20) hours. Stipends may be submitted in ten (10) hours increments during the months of May and June of each year. Two (2) stipends will be awarded each year, but employees may take two (2) consecutive school years to qualify for the stipend. Issuance of the stipend is subject to the following stipulations:

- Staff Development must be directly related to the job function.

- The intent of the stipend is to encourage employees to obtain training in job related skills, other than those required for the job; take advantage of inservice opportunities outside the regular work day or week; and to reward employees who have taken advantage of professional growth opportunities on their own.

- Time spent during the normal workday in inservice activities related to skills that are required for the job are not considered under this stipend category.

- Travel time to and from an activity or class does not qualify.

- Training in skills not required by the position, but valuable to the staff member and the District in performing the employee's job, and attended outside the regular work day or week, do qualify.

- Requests to attend activities must be submitted and approved in advance to the immediate supervisor on the District form. One form should be used for each course or session.

- Proof of successful completion of the course or training activity is necessary to qualify for the stipend. Proof may consist of course completion certificates, instructor letters, institution transcripts, or other approved forms of successful completion.

- Application for the stipend should be made after the completion of the twenty (20) hours except as referenced above in 14.6 and be submitted to the immediate supervisor with all of the pre-approved forms and documentation of successful completion of the hours. Supervisors will submit the final forms to the Superintendent.

ARTICLE 15 - GROUP HEALTH CARE BENEFIT PROGRAMS

15.1 Effective October 1, 2015 based on September 2015 hours, the District shall pay each month into the group health care benefit program(s) identified in the appendices attached to this Agreement as Appendix B-E the state allotted medical amount per FTE (1440 hours = 1 FTE) per enrolled employee through August 31, 2018, to provide the health care benefit plans identified in the appendices attached

hereto as Appendix B-E on account of each regular and probationary employee scheduled and compensated for a minimum of four hours per day. The District and Association agree to the following provision in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940). Each month, the District will subtract the cost of any mandatory insurance premiums from the state allocation rate per FTE; the amount remaining will be applied toward the medical insurance plan selected by the employee. Provided, that every employee will pay the first .001% of medical premiums for whichever plan they chose during the school year. After this mandatory out-of-pocket payment of medical premiums, the remaining amount of the premium for each employee's selected plan is eligible for pooling dollars, if any are available. After pooling, any remaining portion of medical insurance premiums will be deducted from the Employee's salary warrant.

15.2 The Union agrees that during the life of this Agreement it will not request any additional benefits for any of the above listed employee health care benefit plans, and the District agrees that during the life of this Agreement it will fund increased contribution rates as required by the applicable health and welfare trusts to maintain these benefits, provided that said increases do not exceed the increase in funding for medical insurance that are received by the District from the Legislature.

15.3 The District shall pay 100% of the Health Care Authority retirees' carve out for eligible enrolled employees subject to this Agreement for the school years 2018-2019, 2019-2020, and 2020-2021 in such amounts as may be required by the State.

15.4 The District agrees to fund payment of medical insurance at the state funded levels for the term of this agreement.

15.5 Each regular or probationary employee scheduled for and compensated a minimum of seven hundred and eight (708) hours during the school year shall have their health care benefits continued for the duration of the summer break so long as the employee maintains employee status with the District; provided that benefits shall cease upon termination of employment through retirement, resignation, discharge, death or otherwise, subject to applicable COBRA rights such employee may have under termination of employment.

15.6 Payment Responsibilities: The District is hereby authorized to deduct from the employee's paycheck any monies necessary to fully fund the medical package option selected after the District's contribution has been made.

15.7 The District and Union will identify for each sub-group the eligible insurance plans on an annual basis. Plans shall be eligible under the law for payment under the general heading of health benefits and may include dental, medical, vision, life, and long-term care insurance. Selection of the eligible benefits plans will be done jointly, by each sub group, after appropriate market surveys, solicitation of proposals and advice, considering the recommendation of the District's broker of record and review and consideration of the needs of the members of the Union.

ARTICLE 16 - GROUP INSURANCE AND RETIREMENT PROGRAMS

16.1 The District shall make required contributions for Industrial Insurance on behalf of all employees subject to this Agreement.

16.2 **Liability Insurance:** The District shall provide tort liability coverage for all employees subject to

this Agreement, consistent with the limitations of state law.

ARTICLE 17 - SALARY ADJUSTMENT FORMULA AND COMPENSATION COMPLIANCE

17.1 The intent of this Agreement is to allow the employees to receive at least the state funded level of salary improvement and health benefits while allowing the District to stay within compliance so as not to incur any penalty. Salaries for the employees covered by this Agreement shall be set as contained in Appendix "A", unless modified as specified in this Agreement. The District proposal will assure the classified employees in the Teamsters bargaining unit that there will be no decrease in the amount of state funding due to salary increases for non-represented classified employees.

17.2 In the extent that any provision of this Agreement is found in violation of state law, SPI rules and regulations on salaries, benefits, vacations, holidays, or any other terms of this Agreement, it shall be adjusted by the District to place the District in compliance with state statutes and rules and regulation as promulgated. Any salary adjustments will be on an equal and fair share basis to all classified employees of the District. It is the intent of both parties to take exact dollars required to bring the District into compliance from future salary increase monies if possible to do so rather than adjust salaries during the year.

17.3 Should any court challenge to the statutes cited above be successful, thus voiding the limitations imposed thereby, the salaries and insurance benefits in this Agreement may be reopened by the mutual consent of the parties.

17.4 It is agreed and understood by both parties that for the term of this collective bargaining agreement, the bargaining unit members will receive the state funded salary increase(s) and Health Care Benefit increase(s), and that said increase(s) will not be decreased by giving any other classified employee bargaining unit any portion of the bargaining units increase(s).

17.4.1 Should the state provide additional funds for the purpose of bringing the classified employees up to the state average (as measured by the SPI LEAP Document), the District shall automatically pass on such funding for the benefit of Employees covered by this Agreement.

ARTICLE 18 - DISCHARGE - SUSPENSION - WRITTEN WARNING NOTICE

18.1 No employee will be discharged or disciplined without just cause. The District agrees to follow a policy of progressive discipline where appropriate. Notice of disciplinary action shall be given within fourteen (14) calendar days of the date of such complaint against an employee's work or conduct or within fourteen (14) calendar days from the date such violation became known to the District, unless the District has not yet completed its investigation, or the employee is suspected of committing a criminal offense. Progressive discipline normally shall include verbal warning, written reprimand, suspension without pay and finally termination. There shall be no verbal or written warning notice necessary if the discharge or suspension without pay is dishonesty, drinking related to his/her employment, illegal possession and/or use of federally designated drug abuse item, abuse of sick leave, or such other misconduct which is so serious in nature as to justify discharge for a first offense.

18.2 All employees will have the right to be represented at disciplinary hearings, and all employees will be given a hearing prior to discipline or discharge. Any such appeal shall be presented to the district in writing within fourteen (14) calendar days, and if not presented within such period, the right of appeal shall be waived. Any such appeal shall be handled as a grievance in accordance with Article 19.

18.3 Except for incidents relating to theft, fraud, alcohol or drug abuse, child abuse or any other criminal activity, no written warning notice shall remain in effect for a period of more than three (3) years providing there are no related offenses during this period. A copy of such written warning notice shall be sent to the Union at the time it is given to the employee. The District agrees not to forward written warning notices to future employers except to the extent required under the state public records disclosure laws.

18.4 The District shall provide a written notice of discipline to the employee at the time the action is taken, and at the same time send a copy to the Union.

ARTICLE 19 - GRIEVANCE AND ARBITRATION PROCEDURE

19.1 DEFINITIONS

A. Grievance is a claim by an employee that there has been a violation of any provision of this Agreement.

B. A grievant is an employee, a group of employees, or the Union filing a grievance.

19.2 PROCEDURE:

A. In the event that an employee believes there is a basis for a grievance, the employee will first discuss the alleged grievance with his/her building principal or other appropriate supervisor either personally or accompanied by his/her Union representative. These discussions must take place within the fourteen (14) calendar day period noted in step 1.

B. If the grievance is not thus resolved, formal written grievance procedures may be instituted.

STEP 1. The grievant may invoke the formal grievance procedure through the Union. A copy of the written form shall be delivered to the principal or immediate supervisor. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or designee. A grievance must be filed within fourteen (14) calendar days of the occurrence, or fourteen (14) days of knowledge of the occurrence, of which the grievant complains.

STEP 1 - REPLY. Within ten (10) calendar days of receipt of the written grievance form, the principal or appropriate supervisor shall meet with the grievant in an effort to resolve the grievance, and give his/her disposition of the grievance in writing within ten (10) calendar days of such meeting, and shall furnish a copy thereof to the Union.

STEP 2. In the event the grievant is not satisfied with the disposition of the grievance at Step 1, within ten (10) calendar days after receipt of same, or if no disposition has been made within ten (10) calendar days of such meeting, or twenty (20) days from date of filing, whichever shall be later, the grievant may appeal to the Superintendent. Any appeal from a written decision must be accompanied by specific written reasons on which the appeal is based, and must be signed by the grievant or appropriate Union representative.

STEP 2 - REPLY. Within ten (10) days of receipt of the written appeal, the Superintendent or designee shall meet with the grievant in an effort to resolve the grievance and shall give his/her disposition of the

grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Union.

STEP 3. In the event the Union is not satisfied with the disposition of the grievance by the Superintendent within twenty (20) calendar days after receipt of same, or if no disposition has been made within twenty (20) calendar days of such meeting, the grievance, only at the option of the Union, may be submitted before an impartial arbitrator. Any appeal from a written decision must be accompanied by specific written reasons on which the appeal is based, and must be signed by the grievant or appropriate Union representative. The Union shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within the twenty (20) calendar day period. If the parties cannot agree as to the arbitrator or arbitration agency inclusive of the Federal Mediation & Conciliation Service (FMCS) or the Washington State Public Employment Relations Commission (PERC) within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected from a list of arbitrators issued by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. The parties shall not be permitted to assert in such arbitration proceeding any ground rule, except as provided in jurisdiction of the arbitrator, or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding on all parties, and the issue which was arbitrated shall not be placed before any other governmental agency for further consideration.

19. 3 - **ARBITRATOR:**

A. Arbitration costs: Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.

B. Jurisdiction of the Arbitrator: The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his/her inquiry to specific areas of the Agreement as cited in the grievance form. The arbitrator shall make no punitive monetary awards nor substitute his/her knowledge for the expressed provisions of this contract under question. The arbitrator shall rule exclusively as to the compliance or non-compliance of the Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with the grievance may be consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance. The arbitrator shall have no authority to make an award which is not in conformance or consistent with law.

C. Litigation Costs: The decision of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the decision. If a motion to vacate the arbitrator's decision is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fees, and other related expenses incurred as a result of defending such action.

19.4 **ELECTION OF REMEDIES**

For any matter which has an alternate forum for resolution available (Superior Court, Human Rights Commission, PERC, OCR, U.S. Department of Labor, etc.), that alternate forum may be utilized by an employee in place of arbitration, but in no case will arbitration be allowed or utilized in addition to alternative remedies such as those illustrated above.

19.5 **TIME LIMITS:**

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

19.6 - **GRIEVANCE AND ARBITRATION HEARINGS:**
All hearings or conferences pursuant to this Grievance Procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.

19.7 - **CONTINUITY OF GRIEVANCE:**
Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

19.8 - **EXCLUSIONS FROM ARBITRATION:**
The following are excluded from arbitration:
1. Board policy and practice unrelated to terms or conditions of employment.
2. Written administrative rules and regulations not in conflict with this Agreement.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

20.1 **Union Activity:** No employee shall be discriminated against for acting on a committee of the Union or for upholding Union principles. The District agrees to discuss the effects of the claim of a reduction in wages, benefits or working conditions.

20.1.1 **Union Access:** Authorized agents of the Union who are not District employees shall have access to the District's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no undue interruption of the employee's duties. Time shall not be deducted from the employee's pay when consulting with authorized agents of the Union, provided their normal work duties are performed during the normal working hours.

20.1.2 **Bulletin Boards:** The District shall provide a bulletin board space in each school for the use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be signed by the Union official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or, the Union of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

20.1.3 **Union Leave:**

A. Twenty (20) days of union leave shall be provided for union business. The twenty (20) days shall be provided for the total staff, and this provision shall not be interpreted to mean that twenty (20) days leave may apply to each union officer or employee.

B. Requests for leave shall be submitted in writing by the Union to the Superintendent five (5) days before leave is to take effect. Leave may be denied based upon availability of substitutes.

C. The Superintendent shall acknowledge receipt and approval/denial of the request for union leave to the union. The direct supervisor shall be responsible for securing a substitute when necessary and the cost of the substitute shall be paid by the union.

20.2 **Health Certificates**: must be properly filed as required by law by all employees. Salary payments

under the schedule cannot be made until this certificate is properly filed.

20.3 **Medical Exams:** Any physical examination, Drug Test, T.B. skin test, X-rays, or immunization (including Hepatitis vaccinations) required by the District, shall be taken on District time and shall be paid by the District less payment made by the insurance carrier. Physical exams will be paid for bi-annually, and shall be conducted by the district-selected provider.

20.4 **Gender:** Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

20.5 **Individual Agreements:** The District agrees not to enter into any agreement or contract with his employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement and Appendices.

20.6 **Mileage:** Any employee required to travel from one site to another other than as a part of the employee's regular assignment, in a private vehicle during working hours, shall be reimbursed for such travel on a per-mile basis at the prevailing District rate, recognized throughout the duration of this Agreement.

20.7 **Expenses:** The employee is expected to furnish all small hand tools necessary to do the job. The Employer shall replace hand tools belonging to the employee which are broken or damaged on the job. To qualify for small hand tool replacement, the employee shall submit the broken or damaged tool to the supervisor, who will replace the tool with one of similar quality. Tools which are stolen as a result of a reported burglary and listed on inventory will be replaced. It is the employee's responsibility to file an approved inventory with the employee's supervisor.

20.8 **Non-Discrimination:** General Teamsters No. 760 and the West Valley School District No. 208 assure that they will comply with all state and federal guidelines and / or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, religion, creed, national origin, age, gender, marital status, sexual orientation including gender expression or identity, gender, age, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973 as amended; the Americans with Disabilities Act, July 26, 1990, P.L. 101-336, and Title IX / RCW 28A.640 of the Education Amendments of 1972, as amended.

20.9 Subject to the District's facility use policy, the Union shall have the right to use District buildings for meetings to transact Union business, provided said meetings do not interfere with ordinary school operations and the work day.

ARTICLE 21 - PERSONNEL FILES

21.1 Employees shall have the right to review material in their personnel files maintained in the District's Personnel Office during regular business hours. The employee may have a representative of the Union accompany him if so desired. Upon request, copies of documents in the personnel file shall be provided by the District. All such visits must be scheduled at a time when the individual inspection of a personnel file can be directly supervised by central administration staff.

21.2 The personnel file shall contain all annual evaluation reports that have been completed by an authorized administrator or supervisor and such other material that would assist in evaluating the employee.

21.3 Materials judged by the employee to be negative and/or derogatory (including evaluations) may be answered by the employee in writing. Such written response shall be attached to the material in question and become a part of the personnel file. Any employee who is not satisfied with their evaluation shall be granted a meeting with the evaluator to discuss the evaluation contents.

21.4 The District will notify an employee, in writing, of any derogatory or negative report that is placed in his file within fourteen (14) calendar days of such action except in the case of criminal investigations. No derogatory or negative information about an employee will be placed into a final evaluation unless the employee has been informed of the problem within fourteen (14) days of the date the supervisor or principal has become aware of the problem, except in the case of criminal investigations.

21.5 After three (3) years, derogatory material other than yearly evaluations, information relating to sexual or physical abuse, sexual harassment, criminal activities, contact with a minor for illegal purposes, incidents of negligence compromising safety, and instances of intimidation or bullying, will be automatically considered void and removed from the employee's file upon request, provided the employee has no related disciplinary action in his/her file during the three (3) year period. Decisions on such requests shall be made by the Superintendent or his designee.

21.6 When an employee reviews his personnel file, he will sign and date the review only to indicate the date of the review.

21.7 Other records retained in the Personnel Office and subject to review by the employee upon request include (l) Employee's application form; (2) Payroll information; (3) Routine correspondence; (4) Evaluation; and (5) Any other documents the District elects to include in the employees' file,

ARTICLE 22 – SAVINGS CLAUSE (Conformity to Law)

22.1 If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement.

ARTICLE 23 – TERM OF AGREEMENT

23.1 This Agreement shall be in full force and effect from September 1, 2018 and shall remain in full force and effect through August 31, 2021. Either party may, upon sixty (60) calendar day's notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect for a period of up to one (1) year while the parties negotiate amendments.

23.2 This Agreement may be reopened at any time by mutual agreement between the parties. This Agreement shall be reopened on written notice by either party to negotiate legislatively mandated changes.

Bargaining dates for the next contract negotiations will be mutually set by both parties by September 1, 2020 to include two dates per month beginning in April, 2021 until contract is settled.

President, Board of Directors
of West Valley School Dist.#208

Leonard J. Crouch, Secretary Treasurer
Teamsters Local 760 8.31.21

Superintendent of the
West Valley School District #208

ORIGINAL

APPENDIX "A"
Classified Employee Salary Schedule
West Valley School District No. 208
And Teamsters Local No. 760

2021-2022 School Year	Probationary Rate	Yrs of Service	Yrs of Service	Yrs of Service	Yrs of Service	Yrs of Service	Yrs of Service
		1 - 3	4 - 5	6 - 10	11 - 14	15-19	20+
PARAPRO							
Instructional ParaPro	$17.45	$19.39	$20.25	$20.98	$21.59	$22.11	$22.71
Deaf Interpreter/Braille ParaPro	$18.45	$20.50	$21.37	$22.11	$22.74	$23.28	$23.90
Print Shop Operator	$17.10	$19.01	$19.84	$20.57	$21.16	$21.67	$22.26
TRANSPORTATION							
Bus Driver	$23.66	$24.69	$25.49	$25.99	$26.53	$26.93	$27.47
Driver/Driver Trainer/Student Management Liaison	$24.35	$27.06	$27.86	$28.36	$28.90	$29.30	$29.83
Driver/Driver Trainer (while training)	$24.35	$27.06	$27.86	$28.36	$28.90	$29.30	$29.83
Extra Trip	$23.36	$25.96	$25.96	$25.96	$25.96	$25.96	$25.96
Mechanic I	$26.70	$29.66	$30.32	$31.18	$31.92	$32.76	$33.35
Mechanic II	$25.54	$28.39	$29.03	$29.83	$30.55	$31.35	$31.92
OPERATIONS							
Custodian	$20.22	$22.46	$22.89	$23.45	$23.94	$24.42	$24.98
Head Custodian-Elementary	$21.20	$23.56	$24.01	$24.60	$25.12	$25.62	$26.20
Head Custodian- Secondary	$22.10	$24.56	$25.02	$25.63	$26.17	$26.69	$27.31
MAINTENANCE							
Groundskeeper	$22.65	$25.16	$26.17	$26.77	$27.24	$27.78	$28.36
Maintenance Worker	$22.65	$25.16	$26.17	$26.77	$27.24	$27.78	$28.36
Specialist 1 (Plumber, Electrician, Hvac)	$27.42	$30.47	$30.63	$31.23	$31.98	$32.81	$33.42
Specialist 2 (Head of Grounds, Carpenter, Etc.)	$25.08	$27.87	$28.94	$29.59	$30.13	$30.71	$31.35
Head Maintenance	$28.77	$31.96	$32.14	$32.76	$33.56	$34.41	$35.05
Assistant Warehouse							
Head Warehouse	$24.45	$27.17	$28.27	$28.91	$29.42	$29.99	$30.62
INFORMATION TECHNOLOGY							
Specialist 1 (Help Desk)	$19.02	$21.14	$21.24	$21.35	$21.45	$21.89	$22.10
Specialist 2	$23.55	$26.16	$26.28	$26.67	$26.82	$27.22	$27.62
Specialist 3	$24.52	$27.25	$27.39	$27.80	$27.95	$28.38	$28.79
Specialist 4 (System Admin)	$30.42	$33.79	$33.97	$34.47	$34.64	$35.17	$35.69
Student Data Specialist	$25.63	$28.47	$28.60	$29.03	$29.19	$29.63	$30.07
CHILD NUTRITION							
Server	$16.50	$18.33	$19.21	$19.71	$20.22	$20.67	$21.07
Secondary Server	$16.96	$18.85	$19.63	$20.16	$20.67	$21.15	$21.54
Assistant Production Secondary Satellite Lead	$17.42	$19.35	$20.07	$20.60	$21.14	$21.61	$22.00
Production (Cook/Baker/Driver)	$19.15	$21.28	$22.07	$22.66	$23.24	$24.96	$24.21
Production Manager (Cook Mgr)	$21.64	$24.04	$24.94	$25.61	$26.27	$26.86	$27.35
CN Warehouse	$25.76	$28.62	$29.38	$30.18	$30.36	$31.20	$31.93

Note: Probationary employees shall be paid ten percent (10%) less than the wage rate for the classification in which they work

APPENDIX "A"
Classified Employee Salary Schedule
West Valley School District No. 208
And Teamsters Local No. 760

2022-2023 School Year	Probationary Rate	Yrs of Service	Yrs of Service	Yrs of Service	Yrs of Service	Yrs of Service	Yrs of Service
		1 - 3	4 - 5	6 - 10	11 - 14	15-19	20+
PARAPRO							
Instructional ParaPro	$18.00	$19.99	$20.88	$21.64	$22.27	$22.80	$23.42
Deaf Interpreter/Braille ParaPro	$19.02	$21.13	$22.03	$22.80	$23.45	$24.01	$24.65
Print Shop Operator	$17.63	$19.60	$20.46	$21.21	$21.82	$22.34	$22.95
TRANSPORTATION							
Bus Driver	$24.27	$25.33	$26.16	$26.66	$27.22	$27.63	$28.18
Driver/Driver Trainer/Student Management Liaison	$24.98	$27.76	$28.59	$29.09	$29.65	$30.07	$30.60
Driver/Driver Trainer (while training)	$24.98	$27.76	$28.59	$29.09	$29.65	$30.07	$30.60
Extra Trip	$23.97	$26.63	$26.63	$26.63	$26.63	$26.63	$26.63
Mechanic I	$27.39	$30.44	$31.11	$31.99	$32.75	$33.62	$34.22
Mechanic II	$26.21	$29.12	$29.78	$30.60	$31.34	$32.17	$32.75
OPERATIONS							
Custodian	$20.74	$23.05	$23.48	$24.06	$24.56	$25.06	$25.63
Head Custodian-Elementary	$21.75	$24.17	$24.63	$25.24	$25.77	$26.28	$26.88
Head Custodian- Secondary	$22.68	$25.19	$25.67	$26.29	$26.85	$27.38	$28.02
MAINTENANCE							
Groundskeeper	$23.24	$25.82	$26.85	$27.47	$27.95	$28.50	$29.09
Maintenance Worker	$23.24	$25.82	$26.85	$27.47	$27.95	$28.50	$29.09
Specialist 1 (Plumber, Electrician, Hvac)	$28.13	$31.26	$31.43	$32.04	$32.81	$33.66	$34.29
Specialist 2 (Head of Grounds, Carpenter, Etc.)	$25.73	$28.60	$29.70	$30.36	$30.91	$31.51	$32.17
Head Maintenance	$29.52	$32.79	$32.97	$33.62	$34.43	$35.31	$35.96
Assistant Warehouse							
Head Warehouse	$25.09	$27.88	$29.01	$29.66	$30.18	$30.77	$31.42
INFORMATION TECHNOLOGY							
Specialist 1 (Help Desk)	$19.52	$21.69	$21.79	$21.91	$22.01	$22.46	$22.68
Specialist 2	$24.16	$26.84	$26.96	$27.36	$27.52	$27.93	$28.34
Specialist 3	$25.16	$27.96	$28.10	$28.52	$28.68	$29.11	$29.54
Specialist 4 (System Admin)	$31.21	$34.67	$34.85	$35.37	$35.54	$36.09	$36.62
Student Data Specialist	$26.29	$29.21	$29.35	$29.78	$29.95	$30.40	$30.85
CHILD NUTRITION							
Server	$16.93	$18.81	$19.71	$20.23	$20.74	$21.21	$21.62
Secondary Server	$17.41	$19.34	$20.14	$20.68	$21.21	$21.70	$22.10
Assistant Production Secondary Satellite Lead	$17.87	$19.86	$20.60	$21.14	$21.69	$22.17	$22.57
Production (Cook/Baker/Driver)	$19.65	$21.83	$22.65	$23.25	$23.84	$25.61	$24.83
Production Manager (Cook Mgr)	$22.20	$24.67	$25.58	$26.27	$26.95	$27.56	$28.06
CN Warehouse	$26.43	$29.37	$30.14	$30.96	$31.15	$32.01	$32.76

Note: Probationary employees shall be paid ten percent (10%) less than the wage rate for the classification in which they work

APPENDIX "B" PARAPROFESSIONAL
CLASSIFIED EMPLOYEE AGREEMENT
BY AND BETWEEN
WEST VALLEY SCHOOL DISTRICT NO.208
AND
TEAMSTERS LOCAL NO. 760

1.B In the absence of a building Administrator (Principal) or designee, paraprofessionals shall not be held accountable nor made responsible for the administration or supervision of the building.

1.B.1. Any Library or Computer Lab Para-Pro who is given the responsibility of instructing students without the presence of a certified instructor and is in charge of the classroom shall receive a monthly stipend of $65 per month.

1.B.2. Any Para-Pro who holds a Bachelor degree shall receive a monthly stipend of $75 upon verification of transcripts.

1.B.3. Any Para-Pro who has or receives additional certification or training related to his or her job, i.e. Self-Contained, SLPA shall receive an additional monthly stipend of $35. Human Resources shall determine if certifications qualify for stipend and must be approved by Human Resources.

Para-pros who are assigned to DLC classrooms shall receive a monthly stipend of $75.

2.B Health Care package defined. All employees qualified for health care benefits as per Article 15.1 and working within the Paraprofessional classification shall be eligible to participate in the following health care benefit programs:

WEA Health Care Plans as available.

3.B Non-Student Contact Days: For the term of this agreement each paraprofessional shall receive two (2) mandatory paid seven (7) hour days for the purpose of in-service /training/preparation, as determined by the District. One training shall be the day before school starts, and the second day will occur on a district non-student staff development day. In as much as is reasonably possible, the training shall be grade level and or program specific. The District reserves the right to reschedule this date as circumstances may require. State funding for this date may replace or reduce the District's obligation to fund so that funds can be reallocated.

4.B Parapros shall have the opportunity to work a total of ten (10) hours over the course of the instructional year to participate in activities related to the school improvement plan. The day may be worked in one (1) hour increments so long as the total time worked in any given week does not exceed forty (40) hours. Participation in these activities shall require prior approval of the supervisor. The ten (10) hours worked will be applied to the Staff Development & Professional Development Stipend.

5.B Library and Computer Lab Parapros: Library and Computer Lab Parapros may receive up to a total of five (5) days either before the start of school or after the end of school to open and close the library (at the employee's regular scheduled hours). Approval of these days will be on a case-by-case basis in conjunction with the building principal.

6.B Medical Appliances: The District will provide training for those Paraprofessionals whose job duties require handling catheters, respirators, gastric tubes or other medical appliances.

7.B Beginning with the 2015-2016 school year, all newly hired Parapros must be "highly qualified" under Federal regulations.

APPENDIX "C" TRANSPORTATION
BY AND BETWEEN
WEST VALLEY SCHOOL DISTRICT NO.208
AND
TEAMSTERS LOCAL NO. 760

TRANSPORTATION:

ARTICLE 1C - TRANSPORTATION SPECIAL WORKING CONDITIONS

1.C. Route Times: The District shall establish average driving times for each route. Drivers will be paid for this established driving time, regardless of actual time necessary for route completion. Exceptions to this pay structure may be granted for emergencies or unusual situations as determined by the Transportation Director or designee. Changes to established routes and/or addition of new stops must be authorized by the District. In the event an established route is increased or decreased by fifteen (15) minutes or more, the routes will be re-bid.

1.C.1. All regular routes will be bid on the basis of seniority of bargaining unit members before the start of each school year.

1.C.1.1. Pre-school routes: The driver(s) awarded the pre-school routes will have the first opportunity to work vacant hours until such time the pre -school routes begin or after they have ended.

1.C.2 If there are thirty (30) minutes or less between any driver's assignments, the base hourly rate shall continue uninterrupted so long as the driver performs assigned duties during the available time.

1.C.3 Minimums: Employees who drive regular A.M., Mid-day and P.M. runs-(except field trips) will be paid eight (8) hours driving time, provided they perform any task assigned them by their supervisor to ensure a full eight (8) hours work day to the District. The available extra work shall be offered in seniority order. Employees who do not perform additional tasks will be paid for their run time only. Additional work shall be performed in one half (1/2) hour increments. Bus wash time (45 minutes per week/9 minutes per day) and monthly meeting time for eight (8) monthly meetings to be held in September, October, November, January, February, March, April and May (60 minutes per month/480 minutes per 180 day work year/2.7 minutes per day) shall be considered required duties of all drivers and incorporated into their daily contract time.

Additional Time and Responsibilities shall be calculated into drivers contracted FTE:

- Bus wash time (45 minutes per week/9minutes per day) 27 hours per year.
- Monthly meeting time for eight (8) monthly meetings to be held in September, October, November, January, February, March, April and May (60 mnutes per month/480 minutes per 180 day work year/2.7 minutes per day) 8 hours per year.
- Communication with guardians and school district staff (25 minutes per week/5 minutes per day) 15 hours per year. Time shall be calculated into the total of the .30 hours per day. The .30 hours will not be deducted from the Leave time Calculation. Employees are expected to make up all meetings and training missed when a call in occurs.
- Bus wash time, monthly meeting time and communications shall not be calculated into the leave FTE. Bus washing, monthly meetings, and communications must be fulfilled upon return from absence.

1.C.3.1 On any contracted day that an eight (8) hour driver does not have three (3) starts, work will be offered to make up for the lost time to ensure a full eight (8) hours pay. If the driver declines the work the time will be deducted from the driver's regular pay.

1.C.4 Transportation Extra Trips: All extra trips shall be distributed on a rotation seniority basis to the less than full-time drivers (8 hours per day) then to full-time drivers only when part-time drivers are not available or when they have all attained the forty-five (45) hour workweek. Each less than full-time driver (8 hours per day) will be offered such an extra trip prior to any driver being offered a second trip. Trip rotation will be on a weekly basis. During any full week in which there are no regular bus runs, a full-time driver may bid for extra curricular runs. For purposes of this subsection, "full-time driver" shall mean 1.0 FTE employee based on 1440 hours per year. Full-time drivers may have the ability to sign up for extra trips. ON a normal week, when all less than full time employees have reached 45 hours or are unavailable, unlimited overtime shall be offered to the senior employees.

1.C.4.1 Bidding: Extra Trips, Regular Field Trips

A) Sign up will be on a Seniority Rotation Basis

B) Posting for all extra trips will be Thursday before the end of the day. Sign up deadline shall be Friday morning. A driver who wants to take an extra trip must be present to bid an extra trip or sign up on the extra trip sign up sheet. If a driver is off on leave (as stipulated in the Collective Bargaining Agreement) said driver must personally call in to delegate sign-up authority. If driver has been medically ineligible the driver must have a doctor's release prior to exercising sign up privileges or said driver loses seniority rights for trip sign-up for the entire week. In the event that the above guidelines are not followed the absent driver's name will be posted in red ink on the pass list.

C) Drivers will sign-up on a Seniority basis. The most senior driver will have the first choice on which Extra Trip he/she would like to take. After signing his/her name a #1 shall be placed behind the name to signify that this was that drivers first round choice. Selection of all Extra Trips will continue through the seniority list until all trips are filled. If necessary additional rounds may be needed to fill all the available Extra Trips. A driver selecting a trip in the second round would put a #2 after his/her name to signify that this was that drivers selection in the second round. Sign up shall continue until all trips have been covered.

D) If a driver passes his/her turn on the 1st, 2nd or any subsequent round said driver will so note on trip sheet with corresponding number. The passing driver will then have the opportunity to bid any trip vacated by a senior driver or any trip posted after sign-up day within the same round.

E) A driver cannot sign up for a trip unless the trip duration reflects an increase of thirty (30) minutes or more from the driver's normal route time.

1.C.4.2 Canceled Trips: If a trip is canceled, after the bid the following will apply:

(A) The driver will be compensated for his/her complete regular route whether or not the cancellation allowed the driver to drive his/her regular route. In the event the District could have or reasonably should have canceled the trip prior to the bid day, but did not, upon cancellation the driver will be entitled to the set hours of the trip less the hours worked by the driver on his/her regular route. If said trip does not have set hours the driver shall receive two (2) hours of pay for the canceled trip. When cancellation of a trip occurs after bidding for reasons unforeseen and/or beyond the control of the District, no pay will be

owed. (Examples: weather, lack of student sign-ups, etc.)

(B) The driver of the canceled trip shall have the opportunity, in seniority order, to bid any extra trip vacated by a senior driver or any trip posted after sign-up day within the same round.

1.C.4.3 Extra-Trips Posted After Sign-Up Due to last minute competition results.

a) Sign up will be on a seniority rotation basis. The senior driver will be allowed to give up his/her first (1st) round trip and take the new trip. Senior drivers original trip is then vacant and may be bid by the next senior driver.

b) All field trips becoming available after sign-up will be posted in the designated area. Each driver is responsible for checking the trip sheet for available trips. All bids on extra runs must be bid on the morning following the posting of the late trip unless circumstances deem it to be impracticable to do so. Trips that become available within one (1) hour of a scheduled start time may be assigned by the Transportation Director or designee without regard to seniority.

c) There will be no bumping.

d) If a driver takes his/her name off a trip, it is that driver's responsibility to notify management of your actions. Said driver must write Trip Open and day it is open for on the whiteboard. If within twenty-four (24) hours of trip said driver is responsible to make sure the trip is filled after you have vacated a trip. If vacated trip is not filled said driver will be required to take the trip. There will be an exception made in case of an emergency.

e) If a driver is sick the day before his/her extra trip, or calls in sick the morning of the extra trip, they will no longer be eligible to drive the extra trip and will be replaced by the Transportation Director or designee.

f) If the date of a trip changes, the driver stays on the trip within that sign-up week. If unavailable for reassigned day, the driver then goes into a pass/ canceled mode.

1.C.4.4 Enforcement

A) Transportation supervisor or his designee will monitor to ensure no employees will receive more than forty five (45) hours per week. When every driver has completed 45 hours for the week or has passed, overtime then will be offered to the senior driver.

B) Where late breaking developments make compliance with the trip bidding rules impracticable, the Transportation Director or his designee may make the final decision concerning trips.

1.C.4.5 A driver shall have nine (9) working months of district experience as a driver for the District before having the ability to sign up for a trip of long distance. Eligible destination for more drivers shall be:

Bus Drivers with less than one year of experience with the District will be allowed to take trips to the following locations, with any attached stipulations:

Cle Elum (no winter driving during Nov. 1 – March 1)
East Valley
Ellensburg (no winter during Nov. 1 – March 1)
Grandview
Granger
Harrah
Mabton
Naches
Prosser
Selah
Sunnyside
Tieton
Toppenish
Union Gap
Wapato
White Swan
Zillah

1.C.5 Use of Charter Buses and Vehicles Other than School Buses: Charter buses may be used for District funded events whenever sufficient district equipment or drivers are not available. In addition, over and above any trips chartered due to insufficient equipment or drivers, charter buses may be used for up to 5.25% of the previous year's total trip hours. As used in section, the term "previous year's total trip hours" shall include the hours of all trips in the previous school year, including charter bus trips. When Charter buses are used to supplement the regular bus fleet because of a lack of Subs or equipment, the bargaining unit employees will be offered the higher mileage and or the longer trips, provided all other factors are equal (i.e. the number of students as opposed to the size of the bus).

1.C.5.1 Vehicles other than buses may be utilized for transporting groups of eighteen (18) or fewer students, who are going to the same location on the same schedule. (No more than the legal capacity of the vehicle.)

1.C.5.2 Procedures for Vehicles other than buses to be added to Activity Driver

Training Procedures:

1.The District will follow State seat belt laws (Maximum 10 people per vehicle)

2. Driver will follow specific directives for vehicles other than buses in vehicle checkout book (checkout book)

3. For all vehicles other than buses utilized, all equipment will be secured. (Examples of safe ways to secure items will be provided by the District in the checkout book. Small personal items excluded. (Small personal items include regular sized backpacks and anything smaller.)

4. Enforcement: AD's will be responsible for seeing that safety is followed in vehicles other than buses.

1.C.6 Extra Trips shall be defined as trips other than a regularly scheduled run (morning, noon,

afternoon, and extended day runs shall be defined as regularly scheduled runs).

1.C.7 If a driver drives a field trip and his regular run, he shall be paid for the regular run and the time it requires to drive the field trip.

1.C.8 When extra trips involve overnight stay, the District shall arrange appropriate lodging for the employee. During the term of this agreement, the District will not be subject to pay for any meal reimbursement voucher submitted by a Transportation driver.

1.C.9 Any extra work except driving as noted above shall be distributed on a seniority basis.

1.C.9.1 Duty of overseeing trip sign up shall be offered to the senior qualified employee. Thirty-two (32) hours of comp time shall be given to the employee performing this duty. Comp time can be used through May 31st of each year with no carry over. All remaining time shall be compensated at the employee's hourly rate.

1.C.10 Health Care Package Defined: All employees qualified for health care benefits as per Article 15.1 and working within the Transportation classification shall be eligible to participate in the following health care benefit programs:

	PLAN
Health Care:	Crisp
Dental Care:	Crisp
Vision Care	Crisp

Employees are able to make changes to coverage only within the designated open enrollment period unless it is a life changing qualified event or as indicated in 15.7.

1.C.11 - For the 2018-2019, 2019-2020, and 2020-2021 school years, bus drivers may receive one mandatory paid eight (8) hour day each school year for the purpose of in-service/training/preparation as determined by the District, to be scheduled by the Transportation Director. The District reserves the right to reschedule the date as circumstances may require.

1.C.12 In the event a bus driver uses less than a full day's sick leave, the driver's accrued sick leave shall be reduced in increments consistent with the drivers' regular route.

1.C.13 Commercial Driver's License/Department of Transportation Physicals:
The District will pay for employee DOT physicals every two years. Employees who choose to use their own provider will be reimbursed up to the amount paid by the District to the District selected provider. Physician must be on the National Registry in accordance with federal law. Employees may be paid for the time it takes for the DOT physical every two years, up to one hour maximum. This paid time will not allow the employee to go into overtime status.

1.C.14 Drivers who provide driver training on the weekend shall be paid at driver trainer rate of pay, with a guarantee of two (2) hours of pay if scheduled on the weekend.

1.C.15 End of year bus cleaning shall be allotted an additional two (2) hours.

1.C.16 District shall designate four (4) routes, prior to annual bid process, that can be bumped to a longer

hour route when deemed necessary by Transportation Director or designee.

APPENDIX "D" CHILD NUTRITION
CLASSIFIED EMPLOYEE AGREEMENT
BY AND BETWEEN
WEST VALLEY SCHOOL DISTRICT NO.208
AND
TEAMSTERS LOCAL NO.760

ARTICLE 2D - CHILD NUTRITION SPECIAL WORKING CONDITIONS

1.D.1 Step Up Procedure: When a vacancy occurs in child nutrition which would provide additional work time, the Director of Nutrition shall notify and offer the work to other employees with fewer work hours per day, consistent with section 6.5 of this Agreement.

1.D.2 Catering/Banquets: The District agrees to pay the special catering rates at the employees regular rate plus $2.00 per hour.

1.D.3 Health Care Package Defined: All employees qualified for health care benefits as per Article 15.1 and working within the Child Nutrition classification shall be eligible to participate in the following health care benefit programs:

PEBB (Health Care Authority) – Medical Plan, Dental Plan, Vision Plan or as indicated in Article 15.7

1.D.4 Out of Class Pay - For Child Nutrition Employees, regarding Article 13.6 - This Article does not entitle the member to receive grand-fathered pay rates for Assistant Production positions.

1.D.5 Catering Hours: All extra hours of work available in catering that do not interfere with regular work schedules shall be offered on the basis of seniority at the site involved, provided, however, that patron requests to use or not use particular employees may be honored. At Central Kitchen all extra hours of work in catering (including prep work) that do not interfere with regular work schedules shall be offered on the basis of district-wide seniority.

1.D.6 Child Nutrition Dual positions: The District shall allow dual positions. Anyone interested in a dual position must apply through the District online process for any available opening. Transportation employees will be given priority, in order of seniority, for Dual positions. Child Nutrition openings are only available for dual position status if it fits within the Transportation employee's route times. Dual positions shall be offered to bargaining unit employees, if their schedule fits with Child Nutrition hours, prior to any out of District candidate.

1.D.7 Employees performing production and servier duties shall receive production wages for the entire day.

1.D.8 When there is a long term leave of absence, the assignment will be offered to qualified Bargaining Unit Child Nutrition employees by seniority.

APPENDIX "E" MAINTENANCE & OPERATIONS
CLASSIFIED EMPLOYEE AGREEMENT
BY AND BETWEEN
WEST VALLEY SCHOOL DISTRICT NO.208
AND
TEAMSTERS LOCAL NO. 760

1.E.1 Health Care Package Defined: All employees qualified for health care benefits as per Article 15.1 and working within the Maintenance and Operations classification shall be eligible to participate in the following health care benefit programs:

Public Employee Benefit Board (PEBB) medical, dental and vision

1.E.2 - Job Openings: All vacant or new positions within maintenance or operations shall be filled on the basis of qualifications for the position. The qualifications of each Maintenance and Operations applicant will be evaluated and assessments made in the area of work experience, training, evaluations and/or recommendations, and physical qualifications appropriate to the vacancy. In the event there is an entry level groundskeeper or entry level maintenance worker position available, and qualifications are substantially equal between applicants, the employee with the highest seniority standing within Maintenance and Operations shall fill the position. Operations seniority does not transfer to the groundskeeper position after hire.

1.E.3 If the Head of Maintenance is not available, an off-duty employee who is called to talk another employee through a problem shall receive one and one half (1 ½) their regular hourly rate of pay for every 15 minute increment of time on the phone. All such calls must be reported to the supervisor the next business day to qualify for the compensation.

1.E.4 Due to the commonality of the work performed by and between the maintenance and operations members, the parties agree to the following stipulations regarding the appropriate level of pay when a maintenance employee is the successful applicant for an operations position or when an operations employee is the successful applicant for a maintenance position:

1) The successful applicant shall serve a trial period (as described in Article 7.3 of three (3) months. As detailed in Article 7.3 there will be no reduction to the wage rate.
2) The successful applicant shall not serve a probationary period (as described in Article 5.4).

1.E.5 The District and the Union agree that the incumbent employee currently filling the District's position of Head of Grounds (formerly Master Gardener) also is qualified to serve as and is serving as a locksmith for the District. In consideration of the additional skills and responsibilities encompassed by this employee's performance of thes locksmith duties for the District, the District and the Union agree that effective on the date of approval of this Labor Agreement by the District's Board of Directors, the current Head of Grounds shall be compensated at the Specialist I rate, rather than the Specialist 2 rate which otherwise is payable to the Head of Grounds position. The pay of the incumbent Head of Grounds shall continue at the Specialist I rate unless or until the District relieves him of the locksmith duties.

GRIEVANCE FORM
WEST VALLEY SCHOOL DISTRICT NO. 208

BACKGROUND INFORMATION

Employee Name: _____ Job Title: _____

Supervisor's Name: _____ Job Title: _____

Date Grievance Occurred: _____

Date You Became Aware of Grievance: _____

Your Building Assignment: _____

Problem / Grievance: _____

_____

_____

_____

Signed: _____ Date: _____

Remedy Requested: _____

_____

Section(s) of the Contract You Think Was(were) Violated: _____

Did you talk to your supervisor about it? Date: _____
(Required within 14 days of your finding out about situation)

Supervisor's Response: _____

_____

_____

Signed _____ Date: _____

West Valley School District No. 208
Grievance Form - Page 2
****

Date Sent to the Superintendent for Review: _____
(Required within 10 Days After Supervisor's Response)

Superintendent's Response: _____

_____

_____

Signed: _____ Date: _____

Date Sent For Arbitration: _____ By: _____

Notice to Grievant:

1) Grievances must be timely filed in accordance with Section 19.2 of the grievance procedure to have any remedy. Be sure to read your contract carefully and allow plenty of time for deadlines.

2) You have the right to have a Union Representative present at any grievance meetings - call the Union if you have any questions or need any help. Our phone number is 452-7194.

3) Always try to resolve a problem as early as you can, but if you can't, be sure to document as much as you can.

4) The Union may initiate the grievance by attachment of this form to a written summary of the question.

Notice to the Employer:

The Union reserves the right to raise issues not wholly encompassed herein which are related to the above-stated grievance.

Notes: _____
_____
_____

Memorandum of Agreement
between the
Teamsters Local No. 760
Representing Classified Employees
and
West Valley School District No. 208
regarding
Insurance Benefits

The parties recognize that the Washington State Legislature, in 2018, created the School Employees Benefit Board (SEBB) to provide mandatory Health coverage for Washington school employees. The effective date of this new program was January 1, 2020, and all West Valley School District employees have been using SEBB to provide health and insurance benefits since that date.

This memorandum is intended to bring contract language in line with current practice as mandated by law. The parties agree that the following language supersedes Article 15 of the current collective bargaining agreement, and that the following sections or subsections in Appendices C, D, and E. are now void:

Appendix C, Section 1.C.10 - Transportation
Appendix D, Section 1.D.3 - Child Nutrition
Appendix E, Section 1.E.1 - Maintenance and Operations

The following language now guides the District and employee's participation in SEBB:

The District shall provide qualified employees with insurance benefits that align with the rules and regulations set by the SEBB (School Employee Benefits Board).

A. Availability:

1. **Employees are qualified if they work or will work a minimum of 630 hours during the year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under SEBB, a school year shall mean September 1 through August 31. The effective date of coverage is the first day of the month following the day the employee begins work.**
2. **Open enrollment begins as per SEBB rules**
3. **Individuals must enroll on-line themselves or with forms provided by SEBB.**

B. Benefits:

1. **Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance and long-term disability insurance. Employees have choice of available coverages and may select optional benefits at their own expense.**
2. **Employees will select a carrier approved by SEBB and available in the county they live in or as per SEBB rules.**
3. **In addition, any employee may participate in any other Association approved voluntary programs allowed under SEBB rules, provided, all premiums will be paid from payroll deductions by the employee.**

C. Premiums:

1. **The district shall pay their portion of the employee premium as established by SEBB.**
2. **Employees will be responsible for their portion of the premium.**
3. **Premium surcharges will be paid by the employee.**

D. Benefit Termination:

Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school year), benefit coverage will continue through August 31 of that year.

Should any contract language be found not to be allowed under State law and/or SEBB rules, State law and SEBB rules shall govern.

Agreed to this 14th day of September, 2021

For the District

For the Union 8.31.21