

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**UNIVERSITY PLACE SCHOOL DISTRICT**

**and**

**UNIVERSITY PLACE OFFICE PROFESSIONALS**

**September 1, 2021 – August 31, 2023**

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# **ARTICLE I - ADMINISTRATION**

## **Preamble**

This Agreement is made and entered into between the University Place School District #83 (hereinafter called the District) and the University Place Office Professionals (hereinafter called the Association), an affiliate of the Washington Education Association, the National Education Association, and the Soundview UniServ Council.

In accordance with the provisions of the Public School Employees Collective Bargaining Act (RCW 41.56) and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

## **Section 1.1 - Recognition and Coverage of Agreement**

- 1.1.1 The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.1.3, and the Association recognizes the responsibility of representing the interests of all such employees.
- 1.1.2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or central office secretaries, imply a confidential relationship with the Board of Directors or Superintendent. New positions will be included or excluded from representation as mutually agreed upon by the District and the Association.
- 1.1.3 The bargaining unit to which this Agreement is applicable shall consist of all full-time and regular part-time office professionals.

Temporary employees shall become members of the bargaining unit per Article 2.3.2.

Substitutes who work thirty (30) days in casual employment or twenty (20) days of consecutive employment shall become members of the bargaining unit. See Article 3, Section 3.1.3 for definitions of these employee's rights under this Agreement.

## **Section 1.2 - Conformity to Law**

- 1.2.1 If any provisions of this Agreement, or any application of this Agreement to any employee or group of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, the parties shall commence negotiations within thirty (30) days on a replacement for such provision or application. All other provisions or applications of the Agreement shall continue in full force and effect.

## **Section 1.3 - Status of Agreement**

- 1.3.1 This Agreement shall supersede any rules, regulations, policies, or resolutions of the District which are contrary to or inconsistent with its terms.

## **Section 1.4 - Printing and Distribution**

- 1.4.1 The District and the Association shall mutually proofread the document. Within a reasonable time following the ratification and signing of this Agreement, the District shall post the contract on the District's server and provide a sufficient number of hard copies as the Association and/or District deem(s) necessary. The District and the Association will jointly pay for the cost of printing the Agreement. The Association will be provided fifteen (15) copies for their use.

## **Section 1.5 - Superintendent and Association Meetings**

- 1.5.1 The parties agree that communications and sharing of ideas between the District and the Association are advantageous and, to this end, the President of the Association or Superintendent or Superintendent's designee shall meet for regular labor management meetings at mutually convenient times to confer on matters of mutual interest. Such meetings or discussions shall not be constituted to circumvent the Grievance Procedure or constitute negotiations.

# **ARTICLE II - BUSINESS**

## **Section 2.1 - Management Rights**

- 2.1.1 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, but not limited to, these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, are the right to direct the work force, the right to hire, promote, demote, retain, transfer, and assign in positions; the right to suspend, discharge, or take other disciplinary action against employees; 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 operations undertaken by the employees in the unit are to be conducted.
- 2.1.2 The right to make reasonable 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 Association and the employees and to the obligations imposed by this Agreement.

## **Section 2.2 - Association Rights**

- 2.2.1 The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern and to enter into collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.
- 2.2.2 On or before the first day of October of each year during the term of this Agreement, the District shall provide the Association with the following information regarding

each employee in the bargaining unit: Name, address, position and salary schedule.

2.2.3 Association representatives shall have access to the Employer's facilities during and after working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, there is no interruption of the Employer's work schedule and the employee's supervisor is first notified.

2.2.4 The Employer's courier, email and telephone systems will be made available to the Association for the distribution of union materials and communication. The Association will follow the District guidelines and regulations for use of these systems.

### **Section 2.3 - Association Membership**

2.3.1 The Association is the exclusive negotiating representative of all employees in the bargaining unit as provided in Article I of this Agreement. While employees shall not be required to join the Association, membership in the Association shall be made available to all employees who apply, consistent with the Association's Bylaws.

2.3.2 The District will notify the Association of all new hires within ten (10) working days of the hire date.

2.3.3 At the time of the hire, the District will inform the new hire of the terms and conditions of this Article, and provide such employee with a copy of this agreement and the job description for their position.

2.3.4 The District shall deduct Association dues from members of the Association who authorizes such deductions in writing pursuant to RCW 41.56.110. Pursuant to such notice, the District shall transmit all monies promptly to the Association.

2.3.5 The Association will indemnify and hold the District harmless against any claims and any suits instituted against the District on account of any deductions of Association dues. The Association agrees to refund to the District any District funds paid to it in error on account of the check-off provision.

### **Section 2.4 – District Provided Information**

2.4.1 Transferring Positions: Existing employees transferring positions shall receive and sign for a job description for the position for which they transfer to.

2.4.2 The District will provide employees' directions to access EA+ and a list of information available at the time of hire. Each regular employee will have access to the following information:

- a. salary schedule placement
- b. sick leave
- c. holidays

- d. formula for calculating pay
- e. hours of work
- f. accumulated vacation
- g. benefit information provided at hire or during open enrollment period, and listed on pay stub
- h. job descriptions will be available at each work site

## **Section 2.5 - Liability Coverage and Legal Protection**

- 2.5.1 Employees, while acting in the course and scope of their employment, are provided liability coverage by the district's insurer, Puget Sound Schools Risk Management Pool, limits consistent with contract with PSSRMP.

## **ARTICLE III - PERSONNEL**

### **Section 3.1 - Definition of Employees**

- 3.1.1 Regular employees: A full-time or regular part-time employee who works one hundred eighty (180) days or more. All provisions of this Agreement shall apply to this category of employee.
- 3.1.2 Temporary employee: An employee hired on a temporary basis and placed on a definite job assignment with a definite beginning and ending date. The employee is placed immediately on the appropriate step of the salary schedule and receives the following rights and benefits if twenty (20) hours or more per week are worked for a period equal to or greater than ninety (90) working days in any school year: Article I; Article II; Article III, Sections 1, 2, 3, 4, 7, 8, 9, 10, 11 and 13; Article IV, and Article IX Sections 9.1.1, 9.1.2, 9.1.4, and 9.1.6. No temporary position will exist for more than twelve (12) months.
- 3.1.3 Substitute Employees: An employee who works random, short-term assignments. Such job assignments may have no ending date, but if such job assignment extends beyond thirty (30) consecutive work days, the assignment shall be posted as a temporary position with all rights and benefits as stated above. Substitute employees have rights to the following provisions of the contract: Article I; Article II; Article III, Sections 1, 2, 4, 7, 8, 9.1, 10 and 13; and Article IV.
- 3.1.4 A. Any non-Association substitute who substitutes in an Association position will be paid at the base rate for that classification. For former employees who substitute, the rate of pay will be based on the classification and include the years of service attained prior to separation from the district not inclusive of longevity steps.
- B. Current Association employees who substitute shall be paid as in 3.6.7.

### **Section 3.2 - Nondiscrimination**

- 3.2.1 It is agreed that employees in the Association herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and

assist the Association. The freedom of such employees to assist the Association shall be recognized as extended to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

- 3.2.2 Neither the District, nor the Association shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, national origin, sex, religion, age, honorably discharged veteran or military status, sexual orientation, marital status, sensory, mental or physical handicap, any other protected classification or membership in the Association, or because of a disability where the employee can perform the essential functions of his/her job with or without reasonable accommodation. The District shall not discriminate against any employee based on the location of their residence.
- 3.2.3 The Association agrees not to cause any strikes, sympathy strikes, or slowdowns or participate in any work stoppage, and the District agrees not to lock out during the term of this agreement.

### **Section 3.3 - Personnel Files**

- 3.3.1 Each employee shall have the right to review, upon request and at reasonable times, the contents of his/her own personnel file maintained at the District Office. The review shall be made in the presence of a district administrator/designee responsible for the safekeeping of the files. Upon request, a copy of the documents contained therein shall be afforded the employee at the employee's expense. Such file shall be the only official personnel file.
- 3.3.2 The employee shall have the right to attach a written comment to any derogatory material in the file.
- 3.3.3 Any derogatory references to an employee's competence, character or manner that could form the basis of a disciplinary action shall not be placed in the personnel file without the employee's knowledge. The employee shall initial such references to show he/she is aware of it. An employee shall be notified within five (5) days of any derogatory materials placed in his/her personnel file.
- 3.3.4 A signature does not necessarily mean agreement with the contents of the document. It merely indicates receipt of the document.
- 3.3.5 An employee may request to have derogatory material removed from their personnel file after two (2) years from its placement within their personnel file. If the request is denied, the employee may request, and the District shall provide, a written explanation. At the employee's request, a copy of the explanation shall be provided to the Association President.



- 3.3.6 An evaluator's working file may have prior evaluations and performance related materials for two (2) years. Administrators will review working files and remove derogatory content that is more than two (2) years old and for which there has been no recurrence. If an employee leaves the District, the working file will be destroyed. If an administrator leaves the building and/or District, working files will be destroyed except the prior two years of evaluations.

### **Section 3.4 - Due Process**

- 3.4.1 No employee shall be disciplined without just cause. (Appendix 6)
- 3.4.2 An employee subject to discipline shall have the right to have a union representative present at the disciplinary meeting.
- 3.4.3 Any complaint made against an employee by a parent, student, or other person will be promptly called to the attention of the employee within ten (10) working days. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee. The principal or immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.
- 3.4.4 The District shall give two (2) weeks' notice prior to a performance related discharge.
- 3.4.5 With the employee's consent, the Association is entitled to have an observer at hearings conducted by any District official or body arising out of a grievance and to make known the Association's views concerning the case.

### **Section 3.5 - Seniority**

- 3.5.1 The seniority of an employee in the bargaining unit shall be established as of the employee's first workday in the bargaining unit as a regular employee, called "hire date", unless such seniority shall be lost as hereinafter provided.
- 3.5.2 In the event of more than one individual employee having the same hire date, all employees so affected shall participate in a drawing by lot, within two weeks of the hire date, to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.
- 3.5.3 Probationary Status:
- 3.5.3.1 Each new hire shall remain in a probationary status for a period of not more than sixty work days following the hiring date excluding vacation periods. During this probationary period the District may discharge such employee at its discretion.

- 3.5.3.2 Employees who have been promoted or transferred to another position shall have a probationary period of sixty (60) work days excluding vacation periods.
- 3.5.4 Upon completion of the probationary period of a new hire, the employee shall be credited with seniority back to his/her hire date.
- 3.5.5 The seniority rights of an employee shall be lost for the following reasons:
- a. Resignation;
  - b. Discharge for any reason contained in this Agreement;
  - c. Retirement;
  - d. Layoff of more than two (2) years.
- 3.5.6 Seniority rights shall not be lost for the following reasons:
- a. Time lost by reason of industrial accident, industrial illness, or jury duty;
  - b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
  - c. Time spent on other authorized leaves of absence, not to exceed one (1) year.
- 3.5.7 The District shall provide the Association with a seniority list by November 1 of each year.
- 3.5.8 The employee with the earliest hire date shall have preferential rights regarding shift selection and vacation periods.

### **Section 3.6 - Assignment and Transfer**

#### **3.6.1 Notice and Posting:**

- a. Vacant positions and newly created positions will be posted for five (5) working days.
- b. Such notice shall include duties and responsibilities, qualifications, days per year, hours per day, and salary for that position.
- c. Association members will be responsible for checking the district website for openings. The Association president or designee will be provided with a copy of all job postings and will attempt to notify current members of the opening. Association members who have completed their probationary period will be eligible to apply.
- d. If Association members apply during the five (5) day posting:
  1. Technology testing will be completed by any Association member who applies and has not previously banked passing results (See 3.15 – Testing and Training).
  2. All current Association members who have passed the technology testing will be interviewed.

3. Members who have not passed the technology testing will not be interviewed.
4. The position will be awarded based upon qualifications and, where two or more employees have substantially equal qualifications, on seniority.
  - i) Qualifications as outlined in the job description will be determined through means such as: work history in similar salary grade positions, other relevant and/or related work history, past evaluations, response to interview questions, and reference checks.
- e. When a member is not selected for a position, he/she will be notified and may request a written explanation.
- f. External candidates will not be considered until it is determined no Association member meets the District qualifications for the new or vacant position.
- g. If it is determined that no member meets District qualifications for the new or vacant position, external candidates will be considered.
- h. If Association members do not apply during the five (5) day initial posting they will not be granted preferential treatment in the selection process.
- i. External applicants will be given the opportunity to take the required testing (Part 1 and Part 2) once the posting has been open for five (5) days.
- j. The District will only select candidates to interview from the pool of applicants who have passed Part 1 and Part 2 testing.
- k. Administrators have the discretion of adding up to two (2) hours daily (10 hours per week) to a part-time employee's work day. This addition of hours would not be posted, as it is not a vacant position or a newly created position. It is an addition to an existing position. The employee will be given notice and up to ten (10) working days to make this change, however this notice may be waived by the employee.

#### 3.6.2 Voluntary Transfers:

A voluntary transfer is a transfer that is initiated by the employee. Voluntary transfers may be approved by mutual agreement between the District and the Association.

#### 3.6.3 Involuntary Transfers:

An involuntary transfer is a transfer that is initiated and directed by the District. In the event of an involuntary transfer which is unrelated to discipline or individual job performance, every effort will be made to transfer the affected employee to a position which does not decrease him/her in hours or days.

- a. The employee involuntarily transferred shall receive ten (10) days' notice prior to the transfer.

#### 3.6.4 The District will consider any qualified voluntary transfer before making an involuntary transfer, unless the reason for the transfer is related to discipline or

individual job performance.

- 3.6.5 Except in instances of discipline or individual job performance, an involuntary transfer shall be based upon bargaining unit seniority with the least senior employee meeting the qualifications for the assignment being involuntarily transferred. Upon request, an employee will be given written reasons and granted a meeting with the Executive Director of Human Resources prior to any involuntary transfer.
- 3.6.6 An employee involuntarily transferred for reasons other than discipline or individual job performance shall receive preferential consideration to return to his/her prior assignment if such assignment becomes available within twelve (12) months of the involuntary transfer.
- 3.6.7 Employees requested to work in higher salary schedule classifications shall receive compensation commensurate with the higher salary schedule classification, retroactive to the first day of the assignment, at the lowest rate which is an increase of at least one dollar (\$1) per hour in hourly rate of pay. An employee requested to work in a lower salary schedule classification shall remain at his/her current rate of pay. When an office coordinator is absent, the administrator will offer the coverage to available and qualified association members at that site whenever possible.

### **Section 3.7 - Hours of Work**

- 3.7.1 No employee shall be required to work more than five (5) consecutive hours without a duty-free meal period. Employees shall be allowed an unpaid meal period of at least thirty (30) minutes which commences no less than two (2) hours nor more than five (5) hours from the beginning of the shift.

The normal work schedule shall consist of five (5) consecutive work days, Monday through Friday, followed by two (2) days of rest, Saturday and Sunday, except for those employees designated by the District who regularly work on Saturday and Sunday, whose normal work schedule shall consist of five (5) consecutive work days plus two (2) days of rest which shall be treated as their Saturday and Sunday in that order. Each employee will be assigned in advance to a definite shift with designated times of beginning and ending. For full-time employees, a calendar year shall consist of a maximum of two hundred and sixty (260) work days. Employees with less than 260 work days shall confer with their direct supervisor regarding their work calendar for each year. Work days between July 1st and July 31st shall be non-work days unless mutually agreed.

- 3.7.2 Employees shall be allowed a rest period of fifteen (15) minutes, on the employer's time for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period.
- 3.7.3 Each employee shall be assigned to a definite and regular shift and work week. If a change is required, the employer will provide as much notice as possible but in no circumstance less than two (2) weeks, however, this notice may be waived by the employee. The employer may immediately assign a shift or work week change in the

event of unusual circumstances or an emergency.

When additional days or hours are added to an employee's position, and when the employee does not wish to work the extension, the Association and the District shall meet to discuss the options appropriate for resolution in each individual case.

- 3.7.4 Any employee who is required or requested by his/her supervisor to work beyond the employee's regular shift to attend staff or committee meetings or other job-related activities shall be compensated for such attendance pursuant to Section 3.7.5 below. If such attendance does not cause the employee to work more than forty (40) hours in one work week, such time shall be paid at the employee's regular straight-time rate or granted compensatory time on an hour-for-hour basis.
- 3.7.5 Any employee who is assigned to work beyond a forty (40) hour work week may elect to receive compensatory time in lieu of overtime pay under Section 3.8.2 of this agreement, provided that the employee and the supervisor agree in advance that compensatory time will apply. Any compensatory time elected in lieu of overtime pay shall be granted on a time and one-half basis. Compensatory time may not accrue beyond the equivalent of five (5) workdays; in any case where five (5) days have accrued, any additional overtime must be paid at the rate of time and one-half (1.5) times the employee's base hourly rate, pursuant to Section 3.8.2.
- 3.7.6 Use of compensatory time must be scheduled with the employee's supervisor in the same manner as vacation within a sixty (60) day period, unless mutually agreed upon between the employee and supervisor.
- 3.7.7 Extra hour work opportunities are out of the member's normal work assignment. Extra support opportunities and/or special projects shall first be offered to available and qualified Association members as extra hours. Extra hours may be awarded by two methods:
- a. Association members shall be individually asked to complete extra hours within the department or location but outside of their assignment/contracted hours. They will be compensated at their per diem rate of pay.
  - b. Extra hours, not assigned as described in (a) above, will be offered to all members who are available and qualified.
    1. The rate of pay will be pre-determined by the administrator offering the extra hours based on the level / type of work to be performed and will be included with the notification.
    2. Except in emergency situations, the extra hours will be awarded to the most senior employee who responds via email to the notification within the first twenty-four (24) hours.

- c. Members accepting extra hour assignments cannot exceed forty (40) hours of work in a week.

### **Section 3.8 - Overtime**

- 3.8.1 Employees called back for special service shall receive no less than two (2) hours pay per call at the rate of one and one-half (1.5) times the employee's base hourly rate.
- 3.8.2 The District shall provide as much advance notice as possible when assigning overtime. Hours assigned and worked in excess of forty (40) hours per week will be paid at time and one-half (1.5) times the employee's hourly base rate of pay.
- 3.8.3 Overtime shall be assigned first according to job assignment, then by the highest level of familiarity with the specific work to be performed. If the work to be performed is of a generic need it will be offered according to seniority. If no employee is able to take the overtime, the least senior employee shall be assigned to the overtime. In the assignment of overtime, the District will give as much advanced notice as possible, except in unanticipated or emergency situations.
- 3.8.4 Hours worked on holidays will be compensated at time and one half (1.5) times the employee's hourly base rate of pay in addition to the holiday pay to which the employee is entitled.

### **Section 3.9 - Inclement Weather**

- 3.9.1 In the event snow or hazardous weather forces schools to close or operate on a delayed schedule, the District will notify employees as early as possible regarding work schedules or requirements. When the District delays the opening of a school or schools, employees shall not be required to report to work earlier than one (1) hour before the revised time that students are scheduled to arrive. When the district closes a school or schools early, the employees shall not be required to stay more than one (1) hour after the close of school.
- 3.9.2 The employee will be given the opportunity to make up the work time lost or to accept a pay adjustment.

### **Section 3.10 - Student Health Services**

- 3.10.1 The worksite administrator shall designate in writing the person(s) responsible to dispense medication on an individual basis. Such authorized person(s) designated to dispense medication shall receive training from the school nurse.
- 3.10.2 Catheters and feeding tube insertions shall not be performed by Association members.
- 3.10.3 Administering EPI pens may be done by Association members trained to perform this procedure.

3.10.4 All dispensing of medication shall be in accordance with RCW 28A.31.150.

### **Section 3.11 - Job Descriptions**

3.11.1 The District will provide and maintain complete current job descriptions for all employees subject to this Agreement. Job descriptions can be found at each worksite and on the District website.

3.11.2 The District will provide the Association and individual employees with copies of their job descriptions. The Association and individual employees will also be provided with any amendments, changes or additions to job descriptions, as they may occur, and within ten (10) days.

### **Section 3.12 - Reclassifications**

3.12.1 Requests for reclassification may be submitted at any time during the year, and will follow the agreed upon process (Appendix 6). The reclassification process will be completed within thirty (30) days. In the event of reclassification the employee will be paid retroactively to the date of the request. The reclassified employee will be placed at the lowest step of the appropriate Salary Schedule (Appendix 3) that provides an increase of at least fifty cents (0.50) per hour.

3.12.2 On September 1 following reclassification, the reclassified employee will be moved to the next increment if he/she worked in the new classification (based upon the effective date of the reclassification) more than one-half (1/2) of the number of workdays in the work year for that classification.

### **Section 3.13 - Accident Procedures**

3.13.1 If an employee is in an accident while on duty, the employee shall immediately notify their supervisor. The employee may be placed on administrative leave, pending district review, subject to due process and the grievance procedure.

### **Section 3.14 - Staff Development**

3.14.1 The District will consult with the Association President, or designee to identify staff training needs on an annual basis and make recommendations to management related to the staff development and training program offerings. The District will give consideration to the Association recommendations and provide feedback to the Association President as decisions are made.

3.14.2 Funds may be utilized for the following purposes, subject to District approval.

- a. Salary and reimbursement for employees to attend recognized vocational courses and staff development training.
- b. Expenses and materials for courses of study within the confines of the District which would be of mutual benefit to the employee and the District.

- c. Purchase of courses and staff development training from local, state, or national educational institutes which would mutually benefit the employee and the District.
- 3.14.3 Association staff development requests:
- a. Complete Request for Staff Development Form (Appendix 4) and attach registration paperwork.
  - b. Submit to building principal and/or program administrator per site process for approval for conference/training to be paid from building funds.
  - c. If denied by building principal/program administrator, forward Request for Staff Development Form and registration paperwork to the Executive Director of Human Resources for approval for conference/training to be paid from district funds.
  - d. All requests must be made three (3) weeks prior to registration deadline. Building principal/program administrator or Executive Director of Human Resources will notify member of approval/disapproval at least five (5) calendar days before registration deadline.

### **Section 3.15 - Testing and Training**

- 3.15.1 There will be required testing for all Association salary levels. Each test will have a Part 1 and a Part 2. Part 1 may cover word processing, mathematical calculations, alphabetizing, proofreading, and written correspondence (content, fluency, spelling, grammar, and punctuation), etc. Part 2 is a technology test which, at various levels, may include email, folders, preferences, Word, mail merge, cut and paste, Excel, spreadsheets, charts, etc. Both speed of completion and accuracy will be elements of the testing process. Additional testing may be required that is relevant to the position requirements.
- 3.15.2 All Association members must pass, or have previously passed, the technology test at the applicable level in order to be eligible to be interviewed for a new or vacant position. Testing opportunities for the technology tests will be provided two (2) times per year to allow current Association members to bank results for future use. Technology test results will be valid for three (3) years from the date of testing. Association members will also be provided with the opportunity to take the technology test when a position is posted for which they have applied.
- 3.15.3 Classes will be offered to Association members who want to review or improve their skills. These classes are voluntary during non-work hours with no additional pay for attendance.
- 3.15.4 New hires to the district or Association members moving from one job to another in a different classification or job skill, will be given extra support and training. This may be in the form of a mentor, additional hours or training as determined in consultation with their evaluator.



## **ARTICLE IV - GRIEVANCE PROCEDURE**

### **Section 4.1 - Grievances**

- 4.1.1 Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of the Agreement, shall be resolved in strict compliance with this Article. All time limits refer to calendar days. This timeline shall be expanded upon mutual agreement between the District and the Association.

### **Section 4.2 - Grievance Steps**

#### **4.2.1 Step One:**

The employee may first discuss the grievance with his/her immediate supervisor. If the employee wishes, he/she may be accompanied by an Association representative at such discussion.

#### **4.2.2 Step Two:**

If the employee is not satisfied with the results of the meeting, he/she may write the grievance on the Grievance Form (Appendix 1) and present it to his/her immediate supervisor. All grievances not presented in writing to the immediate supervisor within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing. The supervisor shall respond to the grievant within seven (7) days.

#### **4.2.3 Step Three:**

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall refer the matter in writing to the Superintendent or his/her designee within ten (10) days after receiving the supervisor's response. The Superintendent or his/her designee shall review the matter and arrange for necessary discussion with the grievant. If the employee wishes, he/she may be accompanied by an Association representative at such discussion. A written answer to the employee shall be provided no later than ten (10) days after the receipt of the written grievance.

#### **4.2.4 Step Four:**

In the event the grievant is unsatisfied with the disposition of the grievance at the conclusion of Step Three, said grievant may refer the matter to arbitration as provided below:

- a. If the grievant is unsatisfied with the disposition in Step Three of the grievance procedure, the grievant may, within ten (10) days, and only with the consent of the Association, submit the matter to arbitration.
- b. The Association and the Superintendent may agree to an alternate dispute resolution process, provided such agreement is in writing and mutually signed by the Association President and the Superintendent. Failure of the alternative shall

not prevent the Association from submitting the grievance to arbitration.

- c. Any grievance relating to interpretation or application of the specific provision(s) of the Agreement may be submitted to arbitration unless excluded by any other provisions of the Agreement in this article.

#### **4.2.5 Arbitration Steps:**

- a. To effectuate arbitration, the Association shall request within ten (10) days a list of arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. Upon receipt of the list of arbitrators, each party shall select their top arbitrators from the list as per directions from the American Arbitration Association.
- b. The arbitrator shall begin hearings as soon as possible.
- c. The arbitrator shall render his/her decision as soon as possible. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her.
- d. The decision of the arbitrator shall be final and binding upon all parties.
- e. The costs of the arbitration and, if requested by the arbitrator, hearing room, transcripts, etc. shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- f. The arbitrator shall be without authority to add to, subtract from, disregard, or alter any terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

#### **Section 4.3 - Grievance Parameters**

- 4.3.1 The aggrieved employee shall have the right to have an Association representative present during any and all steps of this grievance procedure.
- 4.3.2 The Association may take a grievance through the steps of the grievance procedure and may start the process at Step Two.
- 4.3.3 Nothing contained herein shall be construed to prevent any employee from processing his/her own grievance without Association representation. However, the Association shall have the right to be present at any formal step and make its views known.
- 4.3.4 No Reprisals. There shall be no threats or reprisals of any kind by the Association or its members against any employee who does not wish to file a grievance. There shall be no threats or reprisals of any kind by the District against any party due to his/her involvement in the grievance procedure.
- 4.3.5 Separate Files. All documents, communications and records dealing with processing

of a grievance shall be filed separately and shall not be placed in the individual's personnel file.

- 4.3.6 The Board and Administration will cooperate with the Association in its investigation of any grievance and, will furnish the Association information that is required for the processing of any grievance.
- 4.3.7 The District will provide the Association release time to investigate and process any grievance.
- 4.3.8 The grievance form is found in Appendix 1.

## **ARTICLE V - HOLIDAYS AND VACATIONS**

### **Section 5.1 - Holidays**

- 5.1.1 All employees shall be eligible to receive the following paid holidays, per criteria listed in 5.2.1:
  - a. New Year's Day
  - b. Martin Luther King, Jr. Day
  - c. Presidents' Day
  - d. Memorial Day
  - e. Independence Day (some employees may need to turn in an "extra hours timesheet". If unclear, employee should talk to Payroll or Human Resources.)
  - f. Labor Day
  - g. Veteran's Day
  - h. Thanksgiving Day
  - i. Day after Thanksgiving
  - j. Christmas Day
  - k. Day before or after Christmas Day

### **Section 5.2 - Un-worked Holidays**

- 5.2.1 Eligible employees shall receive pay equal to their normal work shift at their base rate of pay in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either his/her last scheduled shift preceding the holiday or his/her first scheduled shift succeeding the holiday, and is not on unpaid leave of absence, shall be eligible for pay for such un-worked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness he/she was unable to work on either of such shifts, and his/her absence previous to such holiday by reason of such illness has not been longer than thirty (30) work days.

### **Section 5.3 - Worked Holidays**

- 5.3.1 Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus one and one-half (1.5) times the employee's

base hourly rate of pay for all hours worked on such holidays.

#### **Section 5.4 - Holidays During Vacation**

- 5.4.1 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.

#### **Section 5.5 - Vacations**

- 5.5.1 All employees subject to this Agreement shall be credited with hours of vacation credit, based on regular hours worked during the fiscal year September 1 to August 31. Such vacation credit shall be earned, vested, and used as designated in this Agreement. Vacation schedules for all employees shall be subject to final approval by the District.

5.5.2 Vacation Credit

The vacation credit to which an employee shall be entitled shall be computed in accordance with the following rules:

For employees who work less than 260 days:

- a. For those employees employed as of September 1, 1995, total vacation credit for those contracted for less than two hundred sixty (260) days shall be computed by the actual contracted number of days worked based on years of service. After twenty (20) years of UPSD service, grandfathered employees will earn two (2) additional days of vacation.
- b. Notwithstanding the provisions of the preceding sections, it is agreed that for employees hired after September 1, 1995 and working less than full-time (twelve (12) months) the maximum vacation credit shall be computed as follows: One (1) year - five (5) days vacation; two (2) to five (5) years - seven (7) days vacation; six (6) to nineteen (19) years - ten (10) days vacation,, twenty (20) years or more in UPSD-twelve (12) days vacation.

For employees who work 260 days:

- a. An employee with more than one (1) but less than five (5) years service will earn one (1) hour of vacation credit for each twenty-five (25) hours worked.
- b. An employee with more than five (5) but less than ten (10) years service will earn one (1) hour credit for each seventeen (17) hours worked.
- c. An employee with more than ten (10) years service will earn one (1) hour vacation credit for each thirteen (13) hours worked.
- d. Twelve (12) month (260 day) employees with more than twenty (20) years of service in the Association will be paid the equivalent of one additional days' pay for each year of service beyond twenty (20), up to a maximum of five (5) days per

year.

e. Twelve (12) month Employees may be allowed to use some of their vacation time during the school year. The employee must request from his/her supervisor the vacation days he/she wishes to take and get approval.

f. Vacation pay will be prorated over twelve (12) months.

5.5.3 Eligibility for use of vacation credit shall be determined as follows: Any twelve (12) month employee becomes eligible to use his/her vacation credit as it accrues.

5.5.4 For every regular workday from which an employee is absent for any paid leave, the hours of the employee's normal work shift shall be credited as if worked.

5.5.5 With District approval 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. No vacation may be carried over for more than one (1) year beyond the date on which it became due; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs.

5.5.6 Employees shall be notified by district email in a timely manner if they have accrued the maximum number of vacation days.

## **ARTICLE VI - REDUCTION IN FORCE**

6.1 In the event of a reduction in force, layoffs will be made within the Association. RIF shall be defined as a reduction in the work force beyond normal attrition.

When a RIF is implemented, the Executive Director of Human Resources will provide the Association with a list of positions that will be impacted. The District will work with the Association to reasonably minimize the impact for the RIF.

6.2 Employees will be laid off on the basis of seniority, the least senior laid off first when qualifications are substantially equal among the affected employees. Seniority shall be defined as the length of service within the District as a member of the Association.

6.3 The District shall provide the Association with a seniority list by November 1 of each year.

6.4 State and Federal programs and statutes shall be observed where applicable for specially funded programs.

6.5 In no case will a new employee be employed by the District while there are RIF'd employees who are qualified for a vacant or newly created position.

6.6 Employees whose positions have been eliminated due to reductions in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified, which is held by the least senior employee. Unused sick leave

shall be restored to the RIF'd employee upon their return to active employment.

- 6.7 An employee transferred because of layoff may exercise his/her seniority to return to a position similar to that vacated owing to lay-off, provided that qualifications are equal to that of others also applying for this position.
- 6.8 Employees to be laid off shall receive no less than thirty (30) days notice prior to lay-off. In a normal budget cycle, if the School Board authorizes, then the date for notification to employees receiving a RIF shall be no later than July 1.
- 6.9 The District shall notify the Association officers prior to layoff notices being sent to employees and provide detailed reports of the financial status of the district as requested.
- 6.10 Employees shall not be bumped or reduced in hours or seniority ranking by school employees who are not represented by the bargaining unit.
- 6.11 Laid off employees shall be recalled in reverse order of layoff to any position for which they are qualified.
- 6.12 RIF'd employees shall retain their seniority for purposes of recall for a period of two (2) years.
- 6.13 A RIF'd employee shall, upon application, and at his/her option be granted first priority status on the substitute list according to his/her seniority. RIF'd employees may continue their health, dental and other insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits pursuant to COBRA regulations.
- 6.14 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the District notified as to his/her current mailing address. A recalled employee shall be given at least five (5) days from receipt of notice, excluding Saturdays and Sundays, to report to work. An employee who declines recall shall forfeit his/her seniority rights.
- 6.15 Employees whose hours are reduced due to RIF will be given first consideration when additional hours are available.
- 6.16 All retained employees face possible reassignment to fill essential vacancies. The annual evaluation of employees affected by the RIF shall bear the notation that the assignment upon which they are being evaluated is a new assignment as a result of the RIF.
- 6.17 No employee will be allowed to benefit from a RIF, either by gaining hours or changing salary schedule classifications.

## **ARTICLE VII - EVALUATION**

- 7.1 Employees shall be evaluated annually by June 30 with the exception of two hundred sixty (260) day employees who will be evaluated annually no later than August 31. Should the District fail to issue an employee a performance evaluation within this timeframe, such employee will be considered to have met all expectations for that evaluation period.
- 7.2 Except in the case of an investigation of suspected misconduct, no observation of employee performance will be conducted in a secret or surreptitious manner.
- 7.3 Performance deficiencies, complaints or concerns will be promptly brought to the attention of the employee, to ensure the employee opportunity to correct the deficiency. If a supervisor has a reasonable concern that an employee will not meet expectations in any or all portion of the evaluation, they will meet with the employee face-to-face to discuss the areas of concern, identify the deficiencies and the expectations for acceptable levels of performance.
- 7.4 An employee shall be given a draft copy of any evaluation form prepared by his/her evaluator(s) the day before any conference to discuss it. No such evaluation form shall be submitted to the District Office, placed in the employee's personnel file or otherwise acted upon, without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- Evaluation forms shall include, when pertinent:
- a. Strengths of the employee
  - b. Areas of improvement needed
  - c. Recommendations for improvement
- 7.5 In the event an employee is given an evaluation with recommendation for improvement, the employee will be given a reasonable amount of time to implement the recommendations.
- 7.6 The employee will have the opportunity to write a rebuttal to his/her evaluation.
- 7.7 An employee shall be given a copy of any evaluation.
- 7.8 Evaluation forms are in Appendix 2.

## **ARTICLE VIII - LEAVES**

The District will comply with all local, state, and federal leave laws such as: Military Caregiver Leave/Covered Service Member Leave, Qualifying Exigency Leave; and Domestic Violence Leave. Employees who wish to pursue these leaves or who have questions regarding terms and eligibility for these and other leaves should inquire with the District Human Resources Department.

Employees are advised that Leave Without Pay may affect seniority ranking and retirement credit.

### **Section 8.1 - Sick leave**

- 8.1.1 At the beginning of each contract year, full time (2,080 hours) employees will be credited with an advance sick leave allowance of twelve (12) days (96 hours), to be used for absence caused by illness or injury. Sick leave will be prorated for less than full time employees.
- 8.1.2 Sick leave may be accumulated to the number of days worked in the employee's contract year. For purposes of sick leave buy out, however, the maximum accumulation shall be 180 days.
- 8.1.3 Should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of leave, leave benefits will be paid in accordance with his/her normal daily work shift at the time leave is taken, and the accumulated benefits will be expended on an hourly, rather than a daily basis.
- 8.1.4 Employees on State Industrial Insurance shall be eligible for coordination of State Industrial benefits with sick leave, up to the employee's regular wage. During the time an employee is on an unpaid leave due to an on the job injury for which they are receiving State Industrial time loss, they shall be covered under the District medical program to the same extent as before their leave for up to three (3) months from the time the District obligation to pay runs out.
- 8.1.5 A medical release may be required by the District before an employee is allowed to return to work.
- 8.1.6 An employee claiming sick leave benefits for five (5) consecutive work days, must have a doctor's signature upon return to work.

### **Section 8.2 - Personal Leave**

- 8.2.1 Employees shall receive two (2) days of personal leave per year. An employee may accumulate up to five (5) personal leave days. Unused days may be carried over from one school year to the next for a maximum of five (5) days. Accumulated days shall carry forward until used. Unused personal leave in excess of five (5) days shall be forfeited at the end of the school year. Three (3) days can be taken without prior administrative approval. Four (4) or more days will require administrative approval.
- 8.2.2 These days shall not be used to extend a holiday or vacation except at the discretion of the district, upon prior written application to the Executive Director of Human Resources.
- 8.2.3 These days shall not be taken out of sick leave.



- 8.2.4 Two (2) days of personal leave per year may be cashed out in August for hours submitted in June. Hours will be paid at the employee's per diem rate. Cash out is limited to the balance of personal leave hours, not to exceed sixteen (16) hours.

### **Section 8.3 - Emergency Leave**

- 8.3.1 Emergency leave of three (3) days may be taken each year. Such days shall be taken out of sick leave.
- a. The problem must have been suddenly precipitated, must be of such nature that preplanning is not possible, or where preplanning could not relieve the necessity for the employee's absence.
  - b. The problem cannot be one of minor importance or of mere convenience, but must be of a serious nature.
  - c. When school is in session, weather conditions for local travel to and from school shall not be considered as a valid reason for an emergency leave.
  - d. In cases of hardship, emergency leave may be connected with other authorized leaves if the conditions meet the criteria.

### **Section 8.4 - Family Illness**

- 8.4.1 Employees shall be granted a leave of absence with pay of not more than three (3) days during a school year, when such absence is occasioned by the illness of any relative, which necessitates the presence of the employee. Such leave is non-cumulative and is not to be taken from sick leave. Special circumstances will be reviewed by Human Resources.
- 8.4.2 Employees may also utilize their sick leave to care for a minor child of the employee with a health condition that requires treatment or supervision; or a spouse, registered domestic partner, adult children, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.

### **Section 8.5 – Pregnancy Disability, Adoption, Paternity-Leave**

- 8.5.1
- a. A pregnancy disability leave of absence shall be granted to an employee who is disabled due to pregnancy, childbirth and recovery. The district may request medical certification of disability.
  - b. Leave for pregnancy disability will be granted on the same basis as for any other temporary disabling event. Accrued sick leave may be used by the employee, and/or leave without pay, if requested, will be granted for the period of actual disability as determined by a Health Care Provider.
  - c. In the event paid sick leave is exhausted, the employee shall be considered on unpaid sick leave until medically able to return to duty, but in no event longer

than one (1) full school year.

- 8.5.2
- a. Adoption leave with pay shall be granted upon prior application to the District by a parent in order to complete the adoption process, provided such leave does not exceed an aggregate of five (5) days in any given year. Such leave may be used for court legal proceedings, home study and evaluation, and required home visitations by the adoption agent, when such matters are not possible to schedule outside regular working hours.
  - b. In addition to the above, an employee may use up to thirty (30) days of sick leave under this section. In the event sick leave is exhausted, the employee may take up to the remainder of the thirty (30) days as unpaid adoption leave.
  - c. An employee requesting adoption leave should give written notice to the district at least four (4) weeks prior to the anticipated need or as early as the employee learns of his/her adoption date. The request shall include a statement regarding the anticipated return to work. Leave under this paragraph shall be for an adopted child of the employee who is under the age of six (6) at the time of placement for adoption.
  - d. The leaves granted under this section 8.5.1 and 8.2.2 shall run concurrently with any adoption or pregnancy disability leave taken pursuant to the Family and Medical Leave Act.
- 8.5.3 An employee shall not be required to leave work at any arbitrary time period to commence maternity leave.
- 8.5.4 Whenever possible the employee shall give the District two (2) weeks notice of intent to begin leave.
- 8.5.5 Paternity leave will be granted pursuant to RCW 49.78 up to twelve (12) weeks unpaid leave, which will run concurrently with the Family and Medical Leave Act.

#### **Section 8.6 - Bereavement Leave**

- 8.6.1 Employees shall be granted a leave of absence with pay of not more than five (5) days, when such absence is occasioned by the death of a relative or close friend.

#### **Section 8.7 - Jury Duty Leave**

- 8.7.1 Leave of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on normal workdays shall be reimbursed to the District. The employee shall notify and make application for the leave to the District when notification to serve on jury duty is received.
- 8.7.2 In the event an employee is subpoenaed to appear as a witness in a school district matter where the employee is not a party, or in the event an employee is a co-defendant with the District, such employee shall receive his or her normal pay for

each day of required presence in court, less any witness fee.

### **Section 8.8 - Association Leave**

- 8.8.1 Unpaid leaves for use by the Association shall be granted up to thirty (30) days per year. Time for labor management meetings, member representation meetings, and the bargaining process shall not be counted against the thirty (30) day allotment of Association leave. When such leave requires the employee(s) to be absent from their assignment, the Association will reimburse the District for the cost of the substitute if one is required, or for the cost of overtime, up to the substitute cost, if an Association member needs to work extra hours due to his/her absence for leave related to Association business.

### **Section 8.9 - Attendance Incentive Program**

- 8.9.1 In January of the year following any year in which a minimum 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 leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation for the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation: provided, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at rate in excess of one (1) day per month.
- 8.9.2 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) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.
- 8.9.3 Monies received under this section shall not be included for the purposes of computing a retirement allowance under any public retirement system in this state.
- 8.9.4 Should the Legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

### **Section 8.10 - Military Leave**

- 8.10.1 Employees of the District shall be granted leave of absence if called for military training or duty. The employee must present a copy of his/her written orders to the District Human Resources Office. Employees shall be granted leave for military service as required by federal/state statute.

### **Section 8.11 - Leave of Absence**

- 8.11.1 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 an extended leave of absence for a period not to exceed one (1) year. The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, provided a vacancy exists for which the employee is qualified, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave of absence was approved.

- 8.11.2 An employee who has completed his/her probationary period shall be entitled to a leave of absence of up to one (1) calendar year in case of extended illness or injury as certified by his/her physician. Request for such leave shall be in writing. The employee who is unable to return to work may request an extension of such leave. Any extension shall be at the sole discretion of the District.
- 8.11.3 Personnel who are employed to replace an employee on an extended leave shall not attain seniority.
- 8.11.4 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credit and sick leave will not accrue while the employee is on leave of absence. Seniority shall not accrue in cases of leaves in excess of ninety (90) days, except for industrial illness or injury where the employee is receiving industrial insurance.
- 8.11.5 An employee may request unpaid leave for truly unusual or clearly special events or occasions at the discretion of the District, upon prior written application to the Executive Director of Human Resources.

## **Section 8.12 - Family Medical Leave Act of 1993**

- 8.12.1 Nothing in the foregoing sections shall limit an employee's eligibility to request and be granted leave under the terms and conditions of the Family and Medical Leave Act of 1993.
- 8.12.2 Pursuant to the specific terms of the federal Family and Medical Leave Act of 1993, all employees who have at least twelve (12) months of continuous employment and have worked at least 1,250 hours during the twelve (12) month period immediately preceding the requested leave start date are eligible for Family and Medical Leave. This leave will provide a maximum of twelve (12) work-weeks of leave during a twelve (12) month period to care for a newborn or newly-adopted child, or to care for a spouse, child or parent with a serious health condition. In the case of the employee's own serious health condition, the employee will not be required to use FMLA and sick leave concurrently.

## **ARTICLE IX - FISCAL**

### **Section 9.1 - Salaries and Employee Compensation**

- 9.1.1 Employees shall be compensated in accordance with the provisions of the Agreement for all hours worked. (Appendix 3)

- 9.1.1.1 For each year of this agreement, the District will provide sixteen (16) clock hours of optional District directed additional, compensated training. The District will pay for the sixteen (16) clock hours provided, which may be used towards advancement on the salary schedule.
- 9.1.2 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of the Agreement, if possible, and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article X, such retroactive pay shall be paid on the first regular payday following agreement on such schedule, if possible, and in any case, not later than the second regular payday.
- 9.1.3 Incremental steps, where applicable, shall take place on September 1 of each year of this Agreement; provided the employee has been actively employed continuously for at least one-half (1/2) of the number of workdays in the work year for the employee's classification.
- Each employee shall be personally responsible for submitting to the District on a timely basis. Any official transcripts, or MOS Certificates for advancement on the salary schedule. Compensation for credits or MOS Certificate will begin day following receipt of documents by the District.
- 9.1.4 For purposes of calculating daily hours, the time worked shall be rounded to the next one-quarter (1/4) hour.
- 9.1.5 Employees required to remain overnight on District business shall be reimbursed for room and board expenditures. Prior approval for any travel must be approved by the employee's supervisor.
- 9.1.6 The District will provide a safe working environment, including safe equipment and materials and training where necessary. The District will obey OSHA/WISHA working rules.
- 9.1.7 Employees reclassified shall be placed on the lowest salary step which provides them an increase of at least one dollar (\$1.00) an hour.
- 9.1.8 Employees hired with no school district experience will be placed on Step one (1) of the appropriate salary schedule. The Executive Director of Human Resources may, at his/her discretion, give credit for other relevant experience up to step three (3), and for the positions of Accounting Technician and Payroll and Benefits Coordinator, up to step five (5).
- 9.1.9 The district shall notify each employee of any changes that affect his/her individual monthly and/or yearly paycheck except for the annual adjustment or a change of status. A resolution to any paycheck concern shall be decided no later than two (2) pay periods from notification of the existence of a problem. Should an employee be required to refund a portion of their salary, the employee shall meet with the District to develop a fair repayment schedule. Corrections in pay by the District shall be

retroactive to September of that school year.

- 9.1.10 Incremental steps, where applicable, shall take place on September 1 of each year of this Agreement; provided the employee has been actively employed continuously for at least one-half (1/2) of the number of workdays in the work year.
- 9.1.11 In-District Experience (years of experience based on length of time employed in the bargaining unit). Longevity and steps on the salary schedule may not be the same. The salary schedule shows the rates if a member's longevity and progression remains in the same classification. The percentage increase to hourly rates on the steps is listed on the salary schedule (Appendix 3):
- a. add 3% at five (5) years of experience effective September 1 of the school year following the five (5) year anniversary;
  - b. add 6% at ten (10) years of experience effective September 1 of the school year following the 10 year anniversary;
  - c. add 9% at fifteen (15) years of experience effective September 1 of the school year following the fifteen (15) year anniversary;
  - d. and add 12% at twenty (20) years of experience effective September 1 of the school year following the twenty (20) year anniversary.

## **Section 9.2 - Insurance**

- 9.2.1 The District shall make available to all eligible employees the mandatory and optional group insurance programs offered by the School Employees Benefits Board (SEBB) under the rule sand regulations adopted by SEBB. Benefits offered by SEBB include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a Medical Flexible Spending Arrangement (FSA) and a Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for medical insurance. Employees may select optional benefits at their own expense.
- 9.2.2 Employees to the required positions meeting the following three (3) conditions shall be eligible for full insurance coverage under the SEBB program:
- 1) Meets minimum work hours set forth by SEBB;
  - 2) Holds a qualifying position with the district as set forth in SEBB guidelines;
  - 3) Maintain the employee/employer relationship.
- Once eligibility is established, it shall be maintained for the remainder of the eligibility year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work the minimum work hours during the eligibility year. In this case, eligibility ends as of the last day of the month in which the change is effective.
- 9.2.3 In the month of September, benefit coverage for eligible employees will begin their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the three (3) eligibility requirements set forth in the Eligibility section above.

Should an employee who previously was not expected to be eligible for benefits under SEBB work the minimum work hours in one year, the employee will become eligible for benefits to begin the month after the minimum work hours.

- 9.2.4 Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

When employees eligible for benefits separate from employment after completion of the employee's full contract obligation the separation will be effective August 31 unless the employee provides a waiver that specifies an earlier separation date.

- 9.2.5 The District and Association will, subject to an annual vote of the employees, offer participation in the Voluntary Employees' Beneficiary Association (VEBA) for all employees.

- 9.2.6 In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System the District shall follow applicable State guidelines.

## **ARTICLE X - DURATION**

### **Section 10.1 - Ratification**

This agreement and any subsequent amendment to it shall become effective upon ratification first by the Association and then by the District. It shall thereafter be executed by the authorized representatives thereof.

### **Section 10.2 - Duration**

This agreement shall remain in full force and effect from September 1, 2021 until August 31, 2023.

### **Section 10.3 – Labor Management**

The District and Association are committed to a process of cooperation and collaboration in addressing issues of interest to either party as those issues arise. Either party may, therefore, bring an issue or interest to labor management meetings at any time and such issue interest will be addressed pursuant to the Interest-Based Process.

### **Section 10.4 - Budget implications**

- 10.4.1 Recognizing program changes are a School Board decision, the Association will have

authentic participation and a significant voice in collaborative discussions of potential district budget reductions. In the event the Legislature substantially reduces District funds or there is any major financial setback to the District (e.g. substantial enrollment decline, double levy failure, substantial loss of levy equalization funding, etc.), this Agreement shall be subject to reopening for the purpose of bargaining on the various monetary items included herein, at the request of either party.

10.4.2 In the event the Legislature increases District funds or there is any financial increase to the District, this Agreement shall be subject to reopening for the purpose of bargaining on the various monetary items included herein, at the request of either party.

10.4.3 All budget data will be shared with the Association and all budget reduction options offered by the Association will be carefully considered.

Signed and dated on this \_\_\_\_ day of August, 2021

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Melody Vinson, Co-President  
University Place Office Professionals

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Jeff Chamberlin,  
Superintendent  
University Place School District



## Appendix 1 – Grievance Form

**University Place School District**  
3717 Grandview Drive W.  
University Place, WA 98466

This form is to be used by a classified employee when filing a grievance review according to Article IV of the current Collective Bargaining Agreement. This same form must be used at each step and submitted in duplicate.

TO \_\_\_\_\_  
Name Title

FROM \_\_\_\_\_  
Grievant's Name Position

PLACE \_\_\_\_\_  
School Building Department

1. State the specific grievance. (Include Article and Section of the Collective Bargaining Agreement.)
  
  
  
  
  
  
  
2. State the grievance. (Include time, place, parties involved, witnesses.)
  
  
  
  
  
  
  
3. The relief sought.

Grievant's signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's signature \_\_\_\_\_ Date \_\_\_\_\_

Supportive documents may be attached.

## Appendix 2 – Evaluation Form, Office Professionals

Employee \_\_\_\_\_ Classification \_\_\_\_\_

How long under your supervision? Give dates: \_\_\_\_\_

Date of Conference \_\_\_\_\_

EVALUATION CRITERIA	(1) Does not meet expectations	(2) Meets expectations	(3) Not applicable	COMMENTS REQUIRED FOR COLUMN (1) & THE SIGNATURE OF A SUPERVISOR FROM OUTSIDE THE BARGAINING UNIT
1. Initiative				
2. Ability to meet public				
3. Works harmoniously with others				
4. Uses good judgment				
5. Shows interest in work				
6. Is punctual				
7. Accepts job responsibilities				
8. Organizes work efficiently				
9. Completes work on time				

10. Follows directions, procedures and accepts suggestions				
11. Works without close supervision				
12. Performance as related to the job description				

Evaluator's Comments:

A. Strengths of Employee

B. Areas of Improvement Needed

1. Suggestions

2. Requirements (with time frames)

C. Clear and Defined Recommendations for Improvement

RECOMMENDATION: Continue Employment \_\_\_\_\_ Warn \_\_\_\_\_ Terminate Employment \_\_\_\_\_

NOTE: It is understood that in signing this performance report, the employee acknowledges having seen and discussed the rating. Signature of the employee does not imply agreement. Comments from the employee may be attached.

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Evaluator Signature Date

\_\_\_\_\_  
Title

☐ Comments Attached

## Appendix 3 – Salary Schedules

### University Place School District University Place Office Professionals Salary Schedule 2021-22

Job Title	Schedule	Years of Experience					Longevity			
		Step 1	Step 2	Step 3	Step 4	Step 5	6-10	11-15	16-20	21+
Office Assistant Copy Center	[41] A	20.82	21.44	22.08	22.75	23.43	24.13	24.83	25.54	26.24
Secretary	[42] B	23.80	24.52	25.25	26.01	26.79	27.59	28.40	29.20	30.01
Receptionist/Secretary-HR Registrar Secretary-SPED ASB/Gen Fund Bookkeeper Accounting Technician Ass't Payroll Assistant Office Coordinator	[43] C	25.64	26.41	27.20	28.01	28.85	29.72	30.59	31.45	32.32
Office Coordinator-Aux Ser Office Coordinator-CHS Payroll and Benefits Coordinator Accounting Technician	[44] D	26.64	27.41	28.20	29.01	29.85	30.72	31.59	32.45	33.32

Education - 90 credits or more - \$1.00 per hour added to the schedule above

In-District Longevity Experience (years of experience figured on length of time employed in the bargaining unit) To the salary as listed above:

- Add at 5 years of experience 3% per hour effective September 1 of the school year following the 5 year anniversary
- Add at 10 years of experience 6% per hour effective September 1 of the school year following the 10 year anniversary
- Add at 15 years of experience 9% per hour effective September 1 of the school year following the 15 year anniversary
- Add at 20 years of experience 12% per hour effective September 1 of the school year following the 20 year anniversary

Incremental steps, where applicable, shall take place on September 1 of each year of this Agreement; provided the employee has been actively employed continuously for at least one-half of the number of workdays in the work year for the employee's classification.

Passing the Microsoft Expert Word Exam = \$0.25 per hour increase

Passing the Microsoft Expert Excel Exam = \$0.25 per hour increase

Passing the Microsoft Expert Suite Exam = \$0.25 per hour increase (total of \$0.75 per hour for all three)

Level D [44] is set at \$1.00 per hour higher than Level C [43], for all step and longevity placements.

## Appendix 4 – Request for Staff Development

### UPOP REQUEST FOR STAFF DEVELOPMENT

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Name of Conference/Training: \_\_\_\_\_

Conference Date: \_\_\_\_\_ Location: \_\_\_\_\_

Sponsoring Organization: \_\_\_\_\_

Purpose of Conference/Meeting: \_\_\_\_\_

☐ Request is hereby made for registration fee of: \$ \_\_\_\_\_

☐ Request is hereby made for reimbursement of mileage Estimated Cost: \$ \_\_\_\_\_

☐ Request is hereby made for reimbursement of meals  
Estimated Cost: \$ \_\_\_\_\_

☐ Breakfast

☐ Lunch

☐ Dinner

(Established by rates at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem) for the location of the travel).

Action Taken:

*Note: Principal's signature required if forwarding request to the Executive Director of Human Resources to request district funds.*

\_\_\_\_\_  
Supervisor's Signature (Required before sending to Executive Director of Human Resources) Date

\_\_\_\_\_  
Executive Director of Human Resources Date

☐ Approved ☐ Request Denied – Reason: \_\_\_\_\_

Conference/Training to be paid by: ☐ Building ☐ District

**Reminder:** Be sure to attach completed registration forms and/or conference information to this request. Receipts must be submitted for all requests for reimbursement.

**Note:** This is a request for conferences that are in-state and do not require overnight trips. Any requests for conferences that require an overnight trip must be submitted on the UPSD Travel Request & Claim form and receive school board approval. Please allow at least 3 weeks for processing in order to meet registration deadline

## Appendix 5 - Just Cause, Seven Key Tests

The basic elements of just cause, which different arbitrators have emphasized, have been reduced by Arbitrator Carrol R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A “no” answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious or discriminatory element was present.

**Notice:** “Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee’s disciplinary conduct?”

**Reasonable Rule or Order:** ‘Was the employer’s rules or managerial order reasonably related to a) the orderly, efficient, and safe operation of the employer’s business and b) the performance that the employer might properly expect of the employee?’”

**Investigation:** “Did the employer before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?”

**Fair Investigation:** “Was the employer’s investigation conducted fairly and objectively?”

**Proof:** “At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?”

**Equal Treatment:** “Has the employer applied its rules, orders, and penalties even-handedly and without discrimination to all employees?”

**Penalty:** “Was the degree of discipline administered by the employer in a particular case reasonably related to the following?:

- a) the seriousness of the employee’s proven offense, and
- b) the record of the employee in his service with the Employer?

## **Appendix 6 – Reclassification Process**

The Reclassification Process is as follows:

- Process can be initiated by the employee, group of employees, supervisor, or the District
- Employee(s) and supervisor complete the Reclassification Job Study Scoring Sheet (Appendix 7) and submit it to the Reclassification Committee
- The Reclassification Committee will be comprised of two UPOP representatives appointed by the UPOP President (one of which may be the Soundview Uniserv Representative) and two UPSD administrative representatives; the Executive Director of Human Resources and one other district administrator.
- The Reclassification Committee will review the employee(s) and supervisor Job Study Scoring Sheets and may choose to ask clarifying questions of the employee and/or the supervisor before making a recommendation to the UPOP President and Superintendent or designee for a final decision.
- The Executive Director of Human Resources will meet with the employee(s) and supervisor to discuss the outcome of the Reclassification Process.

## Appendix 7 – Reclassification Job Study Scoring Sheet

### University Place Office Professionals Reclassification Job Study Scoring Sheet

Employee Name: \_\_\_\_\_ Completed by: \_\_\_\_\_

On this page and pages which follow, each factor in the job study is listed along with several statements related to the factor. Read the factor description and then read the related statements.

#### **I. Knowledge and Skills**

Each job requires a certain level of knowledge and skills to fulfill job requirements. Knowledge and skills may be practical, technical, or experiential and may be obtained through a combination of experience, education, or training.

Choose the level that best represents the majority of the work for which you or the employee does in this factor by placing an “X”. Additional rationale for the selected level can be written at the bottom of the page by the employee or the supervisor.		Employee Rating	Supervisor Rating	Committee Rating
Knowledge of standardized tasks carried out within clearly defined parameters.	<b>A</b>			
Specific operational knowledge, skills, and abilities are carried out within established procedures.	<b>B</b>			
Technical knowledge, skills and abilities requiring interpretation, analysis, and application of principles, techniques, policies, and/or procedures in a specialized area or a variety of program areas. Knowledge of district, state and federal rules and regulations pertaining to vital building-wide programs.	<b>C</b>			
Specialized knowledge, skills and abilities requiring interpretation, analysis, and application of principles, techniques, policies, and/or procedures in a specialized area or a variety of program areas. Knowledge of district, state and federal rules and regulations pertaining to vital district-wide programs.	<b>D</b>			

#### **Additional Rationale:**



## II. Responsibility for Assets, People, and Programs

Each job requires a certain level of responsibility for students, carrying out the District program, materials, equipment, and/or financial resources. This factor measures the scope and level of responsibility and the level of autonomy or authority to direct one's work or the work of others.

**Choose the level that best represents the majority of the work for which you or the employee does in this factor by placing an "X". Additional rationale for the selected level can be written at the bottom of the page by the employee or the supervisor.**

Employee  
Rating

Supervisor  
Rating

Committee  
Rating

Responsible for processing routine information or materials. Follows established routines and requires limited independent judgment and limited scope of responsibility.

**A**

Responsible for a small function, program, or service, or a portion of a larger program within the school district. Exercises independent judgment in consultation with supervisor and/or other employees.

**B**

Responsible for a function, program or service that has a direct impact on a large body of individuals within the work site. Exercises a high degree of independent judgment and makes decisions within the scope of the job responsibilities.

**C**

Responsible for a district-wide function, program, or service. Exercises a high degree of independent judgment and has the authority to interpret and apply District or school policies and procedures.

**D**

**Additional Rationale:**

### III. Problem Solving

Each job presents problems to be solved. Problems may require varying levels of analysis, independent thought, creativity, resourcefulness, or judgment. This factor measures the complexity of thinking, creativity, and problem solving demanded by the job.

**Choose the level that best represents the majority of the work for which you or the employee does in this factor by placing an “X”. Additional rationale for the selected level can be written at the bottom of the page by the employee or the supervisor.**

Employee Rating	Supervisor Rating	Committee Rating

Work situations are routine and regularly recurring, requiring attention and concentration but little to no discretion.

**A**

Activities, processes and operations are interrelated and of a similar scope. Judgment is required to detect factual differences, shift priorities, and determine effective methods within general routines, guidelines, or procedures.

**B**

Varied situations require a search for solutions; significant interpretation and evaluation is required to successfully recognize and define problems and alternative solutions.

**C**

Problems are multi-dimensional. Tradeoffs and risks must be considered. Situations to be resolved include circumstances, facts, and issues that are often different from those encountered in the past. The employee must use creativity and consider possible alternatives and consequences before selecting a solution and prioritizing the activities that need to be accomplished.

**D**

#### Additional Rationale:

#### IV. Personal Contacts: Nature

Each job requires the employee to deal with others such as students, parents, organizations, or community groups within or outside the organization. Contacts may be by telephone, email, or face-to-face. Frequency of contacts is a consideration.

**Choose the level that best represents the majority of the work for which you or the employee does in this factor by placing an “X”. Additional rationale for the selected level can be written at the bottom of the page by the employee or the supervisor.**

Employee Rating	Supervisor Rating	Committee Rating
--------------------	----------------------	---------------------

Contacts are primarily within the work site, with employees/students in the immediate work area or in related units in the school district.	<b>A</b>		
---	----------	--	--

Frequent contact with employees in other departments and teachers.	<b>B</b>		
--	----------	--	--

Frequent contact with a large number of students, teachers and/or the general public including vendors and other outside agencies.	<b>C</b>		
--	----------	--	--

Frequent contact with individuals or groups that require a higher level of discussion, problem solving and/or decision making.	<b>D</b>		
--	----------	--	--

#### Additional Rationale:

**V. Personal Contacts: Purpose**

This factor evaluates the primary purpose of contacts such as providing information, caregiving, consulting, or negotiations.

**Choose the level that best represents the majority of the work for which you or the employee does in this factor by placing an "X". Additional rationale for the selected level can be written at the bottom of the page by the employee or the supervisor.**

Employee  
Rating

Supervisor  
Rating

Committee  
Rating

The primary purpose is to obtain, clarify, or give facts or information concerning routine matters.

**A**

The primary purpose is to facilitate work processes or resolve problems using methods such as gathering information, evaluating facts and information, or interpreting procedures.

**B**

The primary purpose is to provide a service to others that involves assessment of needs requiring independent judgment and/or evaluation.

**C**

The primary purpose is to instruct and advise others to obtain desired actions, and/or to investigate issues to ensure compliance with rules and regulations.

**D**

**Additional Rationale:**

## VI. Planning and Organization

This factor measures the extent to which the job requires the responsibility to coordinate, organize, and facilitate the work product within an organization. It is not a supervisory or managerial factor.

**Choose the level that best represents the majority of the work for which you or the employee does in this factor by placing an "X". Additional rationale for the selected level can be written at the bottom of the page by the employee or the supervisor.**

Employee Rating	Supervisor Rating	Committee Rating

Position is primarily responsible for its own work product and requires limited planning or organizing of job duties.

**A**

Requires planning and organizing one's own work and coordinating one's work with the work of others.

**B**

Requires planning and organizing of own work and others' work, integration of various individual efforts, and monitoring and scheduling of work to ensure the successful completion of an activity or project.

**C**

Requires planning and organizing of department work with others' work at multiple sites/schools to ensure the successful completion of work for a district-wide program or department.

**D**

### Additional Rationale:

## VII. Communication

Each job requires a certain level of interpersonal skills and the ability to communicate effectively.

**Choose the level that best represents the majority of the work for which you or the employee does in this factor by placing an "X". Additional rationale for the selected level can be written at the bottom of the page by the employee or the supervisor.**

Employee  
Rating

Supervisor  
Rating

Committee  
Rating

Demonstrated interpersonal and communication skills are applied to functional activities and related tasks.

**A**

Intermediate interpersonal and communication skills are applied to functional activities and to a succession of activities and groups.

**B**

Strong interpersonal and communication skills are applied to a succession of activities and groups.

**C**

Advanced interpersonal and communication skills are applied to a succession of activities and groups.

**D**

### Additional Rationale:

## Scoring

The employee and supervisor rate the level of each factor. The factor rated the most frequently determines the final classification level for the position.

	<b>I.</b>	<b>II.</b>	<b>III.</b>	<b>IV.</b>	<b>V.</b>	<b>VI.</b>	<b>VII.</b>	
<b>Factor</b>	K & S	A, P, & P	PS	PC: N	PC: P	P & O	C	<b>Final Level</b>
<b>Employee</b>								
<b>Supervisor</b>								
<b>Committee</b>								

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