

COLLECTIVE
BARGAINING AGREEMENT

between

Centerville Classified Public
Employee Association

and

Centerville School District
No. 215
2017-2019



TABLE OF CONTENTS

DECLARATION OF PRINCIPLES.....	1
PREAMBLE	2
ARTICLE I – ADMINISTRATION	3
SECTION 1. DEFINITIONS (<i>REV. 06</i>)	3
SECTION 2. RECOGNITION	3
SECTION 3. STATUS OF THE AGREEMENT.....	4
SECTION 4. COMPLIANCE OF AGREEMENT.....	4
SECTION 5. CONFORMITY TO LAW	4
SECTION 6. DISTRIBUTION OF CONTRACT	4
ARTICLE II - BUSINESS	6
SECTION 1. ASSOCIATION RIGHTS	6
SECTION 2. PAYROLL DEDUCTIONS.....	6
SECTION 3. ASSOCIATION DUES/REPRESENTATION <i>FEE</i>	7
SECTION 4. OTHER DEDUCTIONS	7
SECTION 5. ASSOCIATION LEAVE	7
SECTION 6. AGREEMENT - ADMINISTRATION - INTERPRETATION	7
SECTION 7. MANAGEMENT RIGHTS.....	7
ARTICLE III - RIGHTS AND RESPONSIBILITIES.....	9
SECTION 1. APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS.....	9
SECTION 2. RIGHTS OF EMPLOYEES	9
SECTION 3. STUDENT DISCIPLINE.....	9
ARTICLE IV - PERSONNEL.....	10
SECTION 1. DUE PROCESS	10
SECTION 2. EMPLOYEE RIGHTS	10
SECTION 3. PERSONNEL FILES	11
SECTION 4. EMPLOYEE PROTECTION.....	11
SECTION 5. EMPLOYEE IMMUNIZATION	12
SECTION 6. TRAINING/IN-SERVICE	12
SECTION 7. TRAVEL.....	12
SECTION 8. POSTING OF OPEN POSITIONS	12
SECTION 9. REDUCTION IN FORCE.....	13
SECTION 10. JOB DESCRIPTIONS	13
ARTICLE V - EVALUATIONS.....	14
ARTICLE VI - LEAVES	15
SECTION 1. SICK LEAVE.....	15
SECTION 2. PERSONAL LEAVE	16
SECTION 3. BEREAVEMENT LEAVE (<i>9/08</i>).....	16
SECTION 4. ANNUAL LEAVE	16
SECTION 5. JURY DUTY AND SUBPOENA LEAVE.....	17
SECTION 6. LEAVES OF ABSENCE.....	17
SECTION 7. LEAVES WITHOUT PAY	17
ARTICLE VII - SALARY/BENEFITS AND WORKING HOURS.....	18
SECTION 1. SALARY, SALARY PAYMENTS	18
SECTION 2. HOURS OF WORK AND OVERTIME.....	18

SECTION 3. TRANSPORTATION EMPLOYEES.....	19
SECTION 4. CHAPERONES	20
SECTION 5. INCLEMENT WEATHER	20
SECTION 6. HOLIDAYS AND VACATIONS	20
SECTION 7. INSURANCE, POOLING, AND OTHER BENEFITS.....	21
ARTICLE VIII - GRIEVANCE.....	22
SECTION 1. DEFINITIONS.....	22
SECTION 2. EXCLUSIONS FROM ARBITRATION	22
SECTION 3. GRIEVANCE PROCEDURE	22
SECTION 4. ELECTION OF REMEDIES	23
SECTION 5. ARBITRATION COSTS	23
SECTION 6. JURISDICTION OF THE ARBITRATOR.....	23
SECTION 7. TIME LIMITS.....	23
SECTION 8. GRIEVANCE AND ARBITRATION HEARINGS.....	23
SECTION 9. CONTINUITY OF GRIEVANCE	24
SECTION 10. INDIVIDUAL COMPLAINTS.....	24
SECTION 11. REPRISALS.....	24
ARTICLE IX – DURATION.....	25
SIGNATORY PAGE.....	26
APPENDIX A-1 2017-2018 SALARY SCHEDULE.....	27
APPENDIX A-2 2018-2019 SALARY SCHEDULE.....	28
APPENDIX B - EMPLOYEE EVALUATION FORM.....	29
APPENDIX C - GRIEVANCE REVIEW REQUEST.....	30
APPENDIX D- JUST CAUSE/SEVEN KEY TESTS.....	32

DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public employee-management relations shall be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act (RCW 41.56 Act); to establish a basic understanding relative to personnel policies, practices and procedure; and to provide means for amicable discussions and adjustment of matters of mutual interest.

AGREEMENT

between

CENTERVILLE SCHOOL DISTRICT NO. 215

and

**CENTERVILLE EDUCATIONAL SUPPORT
PROFESSIONAL ASSOCIATION**

PREAMBLE

This Agreement is entered into by and between the District and the Association and in accordance with the Act. This Agreement prescribes the rights and responsibilities of the members of the Association and the District and is designed to increase understanding and improve relations within the District.

ARTICLE I – ADMINISTRATION

SECTION 1. DEFINITIONS *(rev.06)*

- A. ***District/Board*** shall mean the Centerville School District No. 215, County of Klickitat, State of Washington.
- B. ***Association*** shall mean the Centerville Educational Support Professional Association/Washington Education Association/National Education Association.
- C. ***Agreement*** shall mean the Collective Bargaining Agreement signed by the District and the Association.
- D. ***Parties*** shall mean the District and the Association as Co-signers of the Agreement.
- E. ***Employee*** shall mean a member of the bargaining unit.
- F. ***Contract*** shall mean the individual contract issued to each employee.
- G. ***Day*** shall mean school day, except during summer when it shall mean District office work day.
- H. ***Full-year employee*** shall mean an employee contracted to work two hundred sixty (260) days per year.
- I. ***Full-time employee*** shall mean an employee contracted to work for eight (8) hours per day.
- J. ***Part-time employee*** shall mean an employee contracted to work for less than eight (8) hours per day.
- K. ***Superintendent*** shall mean the chief administrator of the District.
- L. ***President*** shall mean the presiding officer of the Association.
- M. ***PERC*** shall mean the Public Employment Relations Commission.
- N. ***SPI*** shall mean the State Superintendent of Public Instruction
- O. ***Seniority*** shall mean the date of the most recent employment within the District, provided, however, that within each job classification, seniority shall also mean District experience in that classification.

SECTION 2. RECOGNITION

- A. The bargaining unit to which this Agreement is applicable shall consist of all classified employees, including temporary employees hired for a duration greater than six (6) consecutive months, in the following general job classifications: Food Service, Building and Grounds, Transportation, Maintenance, Paraeducators, Paraprofessionals, and the Secretaries. (*NOTE: Superintendent's Administrative Assistant shall be excluded*).
- B. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties imply a confidential relationship to the Board or Superintendent, pursuant to RCW 41.56.030. New job classifications may be submitted to PERC for determination of bargaining unit status by either party if they cannot be mutually agreed upon by the District and the Association.

- C. The District hereby recognizes the Association as the exclusive representative for all employees in the bargaining unit described above, and the Association recognizes the responsibility of representing the interests of all such employees.
- D. Descriptions for all positions subject to this Agreement are attached hereto (*see Appendix D*) and by this reference incorporated herein.

SECTION 3. STATUS OF THE AGREEMENT

- A. After ratification by the Board and the Association and execution by authorized representatives thereof, this Agreement shall become effective immediately. It may be amended or modified only with mutual consent of the parties or as provided in Article IX of this Agreement.
- B. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- C. The employer agrees not to seek and employ part-time employees for the primary purpose of reducing the number of full-time regular employees, unless by mutual agreement with the Association.

SECTION 4. COMPLIANCE OF AGREEMENT

- A. All contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent Agreements between the Board and the Association. If any contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- B. If contracts are issued prior to the completion of negotiations, the following rider shall be attached to the contract:

This contract shall be subject to the terms and conditions of the Agreement between the District and the Association when negotiations for the current year have been completed. Monetary changes will be retroactive.

SECTION 5. CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law and all other provisions or applications of the Agreement shall continue in full force and effect.

SECTION 6. DISTRIBUTION OF CONTRACT

- A. The District shall print and distribute to all employees copies of this Agreement within sixty (60) days following ratification, signing, and proofreading by parties.
- B. Eight (8) additional copies shall be provided to each party.

- C. All employees new to the District shall be provided a copy of this Agreement by the District upon issuance of their contract.
- D. A copy of this Agreement shall be available in the District office for inspection for all applicants for bargaining unit positions.
- E. Costs will be born equally by both parties.
- F. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.

ARTICLE II - BUSINESS

SECTION 1. ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use the District building for meetings and to transact Association business at times when those employees are not expected to be elsewhere and provided that this shall not interfere with nor interrupt normal school operations.
- B. The Association shall schedule building use through the administration when affiliates or other non-employees will be present.
- C. The Association shall have the right to use school equipment that can be used normally by employees of the District and that the employees have been prepped on to use. Use may be at reasonable times when such equipment is not otherwise in use. The Association shall pay for the replacement cost of all materials and supplies incidental to such use. All phone and supply bills must be paid within thirty (30) days of receipt.
- D. The Association shall have the right to post notices of activities and matters of Association concern on faculty room bulletin boards. The Association may use the District mail service and employee boxes for communication to employees.
- E. The Board agrees to make available public information to the Association in response to written requests from the President or designee.
- F. The rights granted herein to the Association shall not be granted or extended to any competing organization.
- G. The Board shall place on the agenda of each regular Board meeting and shall consider under "Information, reports, and correspondence" any matters brought to its attention by the Association, so long as those matters are made known to the Superintendent's office at least four (4) days prior to said regular meeting.
- H. Association representatives, during working hours and without loss of time or pay, are allowed to represent employees and investigate and present grievances to the District when mutually agreed upon meetings are scheduled during the work day.

SECTION 2. PAYROLL DEDUCTIONS.

- A. The Association shall have the right of automatic payroll deduction of membership dues for employees.
- B. The Association shall provide an automatic payroll authorization form to each employee. The employee shall sign and deliver such authorization to the Association during the enrollment period at the beginning of the school year. Once an employee has signed the authorization for automatic payroll deductions, dues deductions shall be continuous thereafter.
- C. The Association shall submit the automatic payroll authorization to the District payroll office for processing. A table of pro-rated annual dues shall be supplied to the District payroll office by the Association to determine the monthly dues deductions by September 10 of each calendar year.
- D. The automatic payroll authorization form shall clearly state that it is understood by the employee signing the authorization that continuation of dues deduction until the end of the dues

period on August 31 of each year is a binding condition for automatic payroll authorization. Revocation of membership shall be made in writing to the Association on the form available from the Association and shall become effective at that time. The Association shall promptly submit notice of such revocation to the District payroll office.

SECTION 3. ASSOCIATION DUES/REPRESENTATION FEE

- A. All classified employees of the District shall either join the Association or pay a representation fee equivalent of dues to the Association.
- B. The District shall enforce this provision by deducting from the employee's salary, each pay period, the dues required of membership or for non-members thereof, a fee equivalent to such dues. This provision safe guards the rights of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. An amount equivalent to the Association dues shall be deducted monthly from the employee's salary and payment shall be made by the District directly to the identified charitable organization. Any monies collected by the District, while the charitable organization is being determined between the employee and the Association, will be held in a non-interest-bearing account and will be transmitted by the District to the charity when mutual agreement is reached on the designated charity. If the employee and the Association do not reach agreement on such matter, PERC shall designate the charitable organization.
- C. The District shall transmit the dues to the entity designated by the Washington Education Association each pay period.

SECTION 4. OTHER DEDUCTIONS

The District shall, upon receipt of written authorization from an employee, deduct from the employee's salary and make appropriate remittance for medical plans, salary insurance, and tax-sheltered annuities that have been authorized.

SECTION 5. ASSOCIATION LEAVE

The District shall grant to the President and/or designated representative time off without loss of pay to a maximum of three (3) days per year to attend regional or State meetings. The Association shall be responsible for substitutes, if hired.

SECTION 6. AGREEMENT - ADMINISTRATION - INTERPRETATION

Upon request by either party, the Association officials and District administrators shall meet to discuss school problems. When a request is made, the meeting shall be held within five (5) days.

SECTION 7. MANAGEMENT RIGHTS

The parties agree that, with the exception of the provisions of this Collective Bargaining Agreement, the District and the Board retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, activities of the employees in accordance

with adopted policy or procedures, pursuant to RCW 41.56 and other laws and state regulations. Whatever rights the Board has retained pursuant to applicable law, rule, or regulation, shall not be exercised in a manner which conflicts with the provisions of this Agreement.

ARTICLE III - RIGHTS AND RESPONSIBILITIES

SECTION 1. APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS

- A. It is agreed and understood that matters appropriate for negotiation between the District and the Association are procedures relating to or affecting hours, wages, grievance procedures, and general working conditions of employees in the bargaining unit subject to this Agreement.
- B. It is further agreed and understood that the District will consult with the Association, and meet with the Association at a mutually agreed time in the formulation of any changes being considered in the existing policies, practices, and procedures.
- C. It is further recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss, or consult regarding matters not covered by this Agreement.
- D. The Association will designate a conference committee of at least three (3) members who will meet with:
 - 1. The Superintendent at least once per month, as necessary to discuss appropriate matters. Formal minutes shall be taken at this meeting and approved by the Association Committee members. After approval the minutes shall be dispersed to both the District and the Association.
 - 2. The Board of Directors at least once during the year. This meeting shall be informal and without minutes taken. Its purpose shall be to further relations between the Board and the Association.

SECTION 2. RIGHTS OF EMPLOYEES

- A. It is agreed that all employees subject to this Agreement 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.
- B. The appropriate procedure is to bring a concern to the Principal/Superintendent. Each employee shall have the right to bring matters of personal concern to the attention of the Principal/Superintendent.
- C. Employees subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors or other representatives of the District.
- D. Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered, to the President or designees.

SECTION 3. STUDENT DISCIPLINE

In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend school. Discipline shall be enforced fairly and consistently regardless of race, creed, sex, or status. Such discipline shall be consistent with applicable federal and state laws.

ARTICLE IV - PERSONNEL

SECTION 1. DUE PROCESS

- A. Any disciplinary action taken by the District will be with just cause (refer to Appendix D). An employee shall be advised of the right to have present a representative of the Association during any formal meeting which may lead to disciplinary action. The employee and the Association will be notified prior to the meeting of the specific complaint received or rule violated. The District shall provide the Association with copies of all discoverable documents and materials in their possession regarding the allegations against the affected employee at least twenty four (24) hours in advance of any such meeting.
- B. Discipline shall be in private; however, the presence of an Association representative shall not constitute a violation of such privacy. All information forming the basis of any reprimand, warning, discipline, or adverse effect shall be made available to the employee.
- C. An employee shall be entitled to have present a representative of the Association during any disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is afforded a reasonable time to be present. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.
- D. The Board agrees to follow a policy of progressive discipline. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.
- E. Any complaint made against an employee will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee within ten working (10) days of receipt or composition may not be used as the basis for any disciplinary action against the employee.

SECTION 2. EMPLOYEE RIGHTS

- A. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Washington or the Constitutions of Washington and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any legal activities of the Association, or collective negotiations with the Board, or institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The employee shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Board, providing it does not interfere with their duties as an employee.
- C. The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, marital status, or physical handicap except as required in accordance with this Agreement or as otherwise provided by law.

SECTION 3. PERSONNEL FILES

- A. Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as employment references upon leaving the District. Upon request one (1) copy of any documents contained therein shall be afforded the employee at District expense. Additional copies shall be at the employee's expense of \$.10 per sheet. No secret, duplicate, alternate, or other personnel file shall be kept anywhere in the District. A separate file for processed grievances shall be kept apart from the employee's personnel file. Additional copies shall be at cost.
- B. Any person, at the employee's request, may be present while the employee is inspecting the file.
- C. An employee may at any time appeal to the Superintendent for the removal of any material placed in the personnel file. This must be done by requesting a conference with the party involved for the purpose of examining the questioned material. Denial of request to remove any material may be appealed to the Board. Reasons for denial shall be in writing if requested by the employee.
- D. No evaluation, correspondence, or other material making derogatory reference to an employee's competence, character or manner shall be kept or placed in the personnel file without the employee's exclusive right to attach the employee's own written comments. An employee has the right to submit a written statement of rebuttal relating to any material in the personnel file and have the written rebuttal placed within the file. A former employee shall retain the right of rebuttal or correction for a period not to exceed two (2) years.
- E. Upon request by the employee, the Superintendent or designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said employee.

SECTION 4. EMPLOYEE PROTECTION

- A. The Board agrees to save employees harmless and defend from any financial loss, including reasonable attorney fees for action arising out of any claim, demand, suit, criminal prosecution, or judgment by reason of any act or failure to act by such employee, within or without the school building, provided such employee, at the time of the act or omission complained of, was acting within the scope of the employee's employment or under the direction of the Board, to the extent of the District's errors and omissions policy.
- B. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. The Board will cooperate in the prosecuting or defense of any action resulting from an assault on an employee occurring while in the performance of the employee's duties.
- C. The Board may reimburse an employees for loss, damage, or destruction of clothing or personal property of the employee incurred while in the performance of the employee's duties.
- D. An employee may at all times use such reasonable force as is necessary to protect him/herself, a fellow employee, other District staff, administrator, or a student from physical injury.
- E. A written statement governing student discipline shall be posted on the bulletin board no later than the first week of each school year. A copy shall be distributed to each employee.

- F. The District shall hold employees harmless when reporting alleged child abuse to District administrators and/or Child Protection Services. They are not, however, to discuss the issue with parents, community members, or other staff members who do not have a direct contact with the student.
- G. Employees shall not be required to conduct nor to assist in conducting a bomb search.
- H. The District will maintain parking lots and sidewalks to ensure the safety of staff, students and patrons, including prompt clearance of ice, snow and debris from these areas.

SECTION 5. EMPLOYEE IMMUNIZATION

In the event of the occurrence of any communicable disease in the school, a local certified/licensed health officer under WAC 248-101-220 may exclude employees who are deemed susceptible to or exposed to the disease. Neither the District nor the certified/licensed health officer can compel an employee to be immunized prior to or after the outbreak of a disease. The District will assist any employee to get immunized prior to, during, or after the outbreak.

SECTION 6. TRAINING/IN-SERVICE

- A. Employees attending training courses required by State regulation or District Policy as a condition of employment, will be paid by the District at the employee's regular hourly rate of pay for all time in attendance, plus any fee or tuitions.
- B. Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary if the course requires them to attend during their regular employment time. Expenses including mileage, meals, and accommodations incurred for training course fees and tuitions will be paid by the District.

SECTION 7. TRAVEL

Employees utilizing their private automobile to travel on authorized school business shall be compensated at the State rate per mile or such amount as the State of Washington pays its employees. Travel requests must be approved by the Superintendent.

SECTION 8. POSTING OF OPEN POSITIONS

If a current position becomes vacant or a new position is created a notice of the opening including a job description, anticipated hours and other terms of employment, salary and benefits shall be posted simultaneously internally and externally. Notices shall be posted on the staff bulletin boards board and the District website. Upon posting, the District will make available application forms to any person who requests one. Deadline for completed applications will be no sooner than five (5) days after the initial posting. Any current employee who applies will be assured an interview.

If there are no qualified applicants interviewed within the initial posting period, the District will re-post the position until filled. If a temporary employee is placed in the open position during the posting period, the District is limited to a period of ninety (90) days to retain the temporary employee. At the end of the ninety (90) day period, the temporary employee must be offered the position if no qualified applicant has been hired.

If a current position is expanded to include more hours or days the then current employee will be given the extra work.

SECTION 9. REDUCTION IN FORCE

In the event of a fiscal emergency the District will notify the Association and provide documentation by April 1st, which may permit a reduction in force for the following school year. The District will take all reasonable steps to avoid reducing or eliminating any unit jobs. Any reduction will be in reverse order of seniority. Any employee whose hours or days are to be reduced will retain insurance protection at the higher previous level for a period of two years after the reduction.

Should a reduction of any type occur the reduced employee(s) would be placed in a reemployment pool for a period of three years. If any positions are subsequently expanded or new ones established the reduced employees, within their position qualifications will be called back to fill them in reverse order that they were laid off.

SECTION 10. JOB DESCRIPTIONS

The District shall establish and provide the Association President ~~and~~ a copy of job descriptions of the bargaining unit. Each individual employee shall be provided a copy of their job description upon hire. If other duties are assigned to an employee that are not specifically included in the job description, such duties must be directly related to the essential functions of the position. Any substantive changes to a job description shall be considered a mandatory subject of bargaining under RCW 41.56.

ARTICLE V - EVALUATIONS

- A. Every employee will be evaluated in writing annually on or before April 15.
- B. New employees shall be evaluated ninety (90) calendar days after commencement of employment.
- C. The District Classified Employee Evaluation Form in Appendix B will be used for the evaluation.
- D. Written evaluation reports shall be presented to the employee within ten (10) days following preparation of the evaluation. If the employee disagrees with the evaluation, the employee may submit a written response within ten (10) days which shall be attached to the official copy of the evaluation.
- E. In the event an employee receives an unsatisfactory rating on any evaluation element, the employee will be given specific direction on how to improve in that element and thirty (30) days to implement the recommendation. The employee will be re-evaluated in writing at that time. If the employee is still unsatisfactory on that (those) element(s), then the Superintendent, taking into consideration length of employment, evaluation of other elements, importance of the element(s) in question, and the severity of dissatisfaction, may recommend dismissal of the employee to the Board.

ARTICLE VI - LEAVES

SECTION 1. SICK LEAVE

- A. At the beginning of each school year, each employee shall be credited with twelve (12) days sick leave to be used for absence caused by illness, injury, poor health, maternity, quarantine, bereavement, emergency, or other disability, or other considerations as listed below. All part-time employees will be paid according to the amount of time they are contracted to work. Each employee shall be authorized to accumulate sick leave up to the State statute, which is equal to the number of employment days for which the employee is contracted.

Sick Leave will be provided on an hourly basis at the employee's current rate of pay. All sick leaves in this section shall be in compliance with state and federal family leave statutes.

1. Employees shall, upon request, be granted a leave of absence with pay when such absence is occasioned by the illness of a member of the immediate family (parents, guardians, spouse, children, and siblings). Such leave shall be deducted from Sick Leave.

2. **Maternity and Child Care Leave:**

An employee requesting maternity leave should give written notice to the District as soon as possible. The written request for maternity leave should include a statement as to the expected date of return to employment; and within thirty (30) days after childbirth, the employee shall inform the District of the specific day when she will return to work. Sick Leave shall be granted under provisions in this Agreement. In the event Sick Leave has been exhausted, then the employee shall be granted an extended leave of absence without pay.

In the event of the birth of a child of the employee's spouse, seven (7) days Sick Leave will be allowed.

3. **Adoption Leave:**

An employee requesting adoption leave should give written notice to the District at least two (2) weeks prior to the beginning of the leave, and should include a statement as to the expected date of return to employment. Sick Leave shall be granted under the provision of this Agreement. In the event Sick Leave has been exhausted, then the employee shall be granted an extended leave of absence without pay provided the total leave time does not exceed ninety (90) days.

4. **Medical/Dental Appointments**

Employees shall give forty-eight (48) hours notice to the Superintendent by submitting a request form for medical and dental appointments, except in a case of emergency.

- B. In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated Sick Leave in accordance with the amount paid to the employee by the District. *(This may also be accomplished by paying the employee the normal rate of pay and having the employee turn the Worker's Compensation check over to the District.)*

- C. At the end of each year, the District will provide each employee with an accounting of the employee's accumulated Sick Leave and all transactions concerning the employee's sick leave days within that time period.
- D. Upon return to employment if within five (5) years of prior termination with the District, any former employee shall be credited with the balance of unused Sick Leave accumulated at the time of termination of the employee's employment with the District.
- E. In January of the year following any year in which a minimum of sixty (60) days of Sick Leave 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) day's monetary compensation of the employee for each four (4) full days of accrued Sick Leave in excess of sixty (60) days. Such leave for which the employee has received compensation shall be deducted from accumulated Sick Leave at the rate of four (4) days for every one (1) day's monetary compensation.

An employee who retires may cash-out all accrued Sick Leave at the above rate. The beneficiary of a deceased employee may also exercise those same cash-out rights.

SECTION 2. PERSONAL LEAVE

- A. All classified employees shall be offered three (3) days of Personal Leave each school year. Personal leave may be accumulated up to six (6) days.
- B. Such leave shall be granted provided no two (2) or more employees are on leave at any one time, except in emergencies. Such leave shall be granted with pay. Classified employees shall not be required to define leave taken beyond the phrase "personal". Employees shall give forty-eight (48) hours notice to the Superintendent by turning in a request form, except in a case of emergency.
- C. An employee may elect to cash out up to two (2) days of their personal leave at the employee's regular hourly rate of pay in their final work month of each year. In addition, any days that accrue above the six (6) day accumulation limit shall be automatically cashed out at the employee's regular hourly rate of pay and paid in the September paycheck.

SECTION 3. BEREAVEMENT LEAVE (9/08)

- A. Up to five (5) days leave with pay shall be granted in the event of the death of a family member. Such leave shall be non-accumulative. Additional days may be granted at the discretion of the Superintendent and shall be deducted from Sick Leave or shall be uncompensated.
- B. Family shall mean spouse, fiancé, parent, sibling, child, parent-in-law, sibling-in-law, grandchild, aunt, uncle, grandparent, stepsiblings, stepchild, or person residing in the same household.
- C. One (1) day leave with pay shall be granted for the death of a close friend. Such leave shall be non-accumulative. Additional days may be granted at the discretion of the Superintendent and shall be deducted from Sick Leave or shall be uncompensated.

SECTION 4. ANNUAL LEAVE (rev. 06)

Classified Employees who work 260 days of the year, will be authorized ten (10) days annual leave with pay each year. It may be scheduled during the school's Christmas, spring, or sum-

mer breaks. Such leave shall be scheduled thirty (30) days in advance and will be granted provided no two (2) or more employees are on leave at any one time. The Building/Grounds position will receive two (2) days of annual leave.

SECTION 5. JURY DUTY AND SUBPOENA LEAVE

- A. Leaves of absence with pay shall be granted to all employees for jury duty. Any expense reimbursement received by a staff member for jury duty performed on a contract day shall be retained by the employee. The employee shall notify the District when notification to serve on jury duty is received.
- B. A maximum of two (2) days leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law, provided that such subpoena is not for a case in which the employee has a direct or indirect interest. Leave will not be paid in the case of a subpoena requested by the Association. If any witness fees are paid, that amount shall be turned over to the District--up to the amount of normal pay earned that day.
- C. On any day that an employee is released from jury duty or as a witness by the court and four (4) or more hours of the employee's scheduled work day remains, the employee is to immediately inform the Superintendent's office and report to work if requested to do so.

SECTION 6. LEAVES OF ABSENCE

- A. The District may grant leaves of absence for specific periods of time for up to one (1) year upon application by an employee, recommendations of the Superintendent, and the approval of the Board. During the leave the employee may pay the District's share of any insurance benefit programs in order to maintain those benefits. When based upon reasons of health, family need, or professional development, such applications warrant special consideration. Leaves of absence shall be granted only when they shall not have an undesirable impact upon the educational program or business operations. In any event, written reasons for denial of leave shall be provided. Denial shall not be arbitrary or capricious.
- B. An employee shall be entitled to return to the same or a similar position within the District upon return from leave. The employee granted a leave of absence shall inform the Board no later than April 1 as to the employee's intention to assume a position in the District for the ensuing school year. If such notification is not received, the employee's employment rights with the District shall be terminated.
- C. An employee on leave of absence shall not earn any salary schedule experience credit or any sick leave credit or benefits during the leave of absence.

SECTION 7. LEAVES WITHOUT PAY

- A. Leaves without pay may be granted by the Superintendent when written request is submitted no later than one week before such leave is to be taken except in emergency situations which preclude such notification.

ARTICLE VII - SALARY/BENEFITS AND WORKING HOURS

SECTION 1. SALARY, SALARY PAYMENTS

- A. The employees' salary schedule (*see Appendix A*).
- B. Employees currently receiving pay that exceeds the base level for the job position at the time this Agreement is adopted, will be retained at their current pay.
- C. The District will pass all moneys approved by the state legislature for non-certified employees on to employees.
- D. Salaries contained in Schedule A, attached hereto and by this referenced incorporated herein, shall be for the entire term of this Agreement subject to the terms and conditions of this Article.
- E. Employees requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received by the employee in the higher classification., provided that a full shift is worked in that classification.
- F. Employees will receive their payroll checks on the last weekday of the month.
- G. Classified employees with teaching certificates, when performing certificated work for at least half a day, shall receive either their hourly rate of pay or the substitute rate of pay, whichever the employee selects. No other classified employee shall be required to perform such work except when they are under the supervision of a teacher.
- H. Employees shall be paid their regular hourly rate of pay on a time sheet for all additional hours worked for preparation, planning, coverage of classes, designing and updating route sheets and maps for routes or any other extra duties outside their regular workday. Extra hours that are worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the overtime rate of pay (refer to Article VII, Section 2. Hours of Work and Overtime).

SECTION 2. HOURS OF WORK AND OVERTIME

- A. The normal work week for bargaining unit members is Monday through Friday; however, there are exceptions with some employees working less than five (5) days per week.
- B. A full-time employee's normal work day is eight (8) hours.
- C. Each employee shall be hired for a specified number of hours and/or days and shall be provided with a written summary of work hours and work days by September 1 each year. Work schedules, work days, hours, and contract days shall remain flexible to best meet the needs of students. Employees will not be required to work more than eight (8) hours per day.
- D. Each shift of six (6) to eight (8) hours shall include two (2) fifteen (15) minute breaks.
- E. Each shift of three (3) to six (6) hours shall include a one (1) fifteen (15) minute break.
- F. Each employee scheduled to work a shift longer than four (4) hours is entitled to take off work for a thirty (30) minute uncompensated lunch break.
- G. Activity over forty (40) hours per week and/or eight (8) hours per day shall be considered overtime. Overtime activity will be on a voluntary basis; requested or approved by the Super-

intendent. With mutual agreement, it may be offset with flextime or paid as overtime compensation so long as either is at one and one-half times (1.5) the overtime hours worked. If the parties fail to agree, it will be paid as compensation.

H. All employees called back shall be given a minimum of one (1) hour of pay.

SECTION 3. TRANSPORTATION EMPLOYEES

A. Recognizing that employees in the transportation classification present special shift problems, the parties agree that shifts shall be established in that classification in relation to routes and driving times requisite to fulfill tasks assigned by the Supervisor of Transportation. At the beginning of each school year, times allotted for each of the daily runs will be set. Bus drivers will be paid a two (2) hour minimum for each regularly scheduled route. Any route that exceeds two (2) hours shall be rounded up in fifteen (15) minute increments for payment.

If the normal route goes over time or is changed due to snow routes, the need for consolidating routes, or any reason then the employee will receive additional pay rounded up in fifteen (15) minute increments for payment.

B. Bus drivers will choose the routes they wish to drive by seniority. Before the beginning of each school year, the senior driver will decide which of the daily routes he/she chooses and whether or not the employee wants any additional routes. The next senior driver will then choose from the routes that are left, and so forth. Seniority will only be granted to regular route drivers, not substitutes. New or vacated routes that occur during the school year will be posted and filled in accordance with Article IV, Section 8, Posting of Open Positions.

C. Bus drivers will also receive credit for fifteen (15) minutes per trip for prep, warm-up, and cleanup time. If there are thirty (30) minutes or less between assignments, the base hourly rate shall continue uninterrupted.

D. All trips other than regular daily scheduled bus runs shall be compensated at the employee's base hourly rate. Drivers shall receive a minimum of two (2) hours pay for each extra trip. Bus drivers will also receive credit for fifteen (15) minutes per trip for prep, warm-up, and cleanup time; all additional time shall be rounded up in fifteen (15) minute increments for payment. Time above two (2) hours will be rounded up to the nearest fifteen (15) minutes.

E. Activity runs shall be offered on a rotation basis beginning with the most senior regular bus driver. Substitute drivers shall be offered an extra trip if the trip has been declined by all regular drivers. For unusually long trips, satisfactory arrangements will be made between the driver and the District.

F. When drivers are required to stay overnight, they shall receive their regular hourly rate for a minimum of eight (8) hours per day. Employees shall be paid a minimum of two (2) hours or the actual number of hours worked, whichever is greater, for all return trips. Employees shall be paid overtime for any additional hours above eight (8) hours per day. On overnight trips, meals and lodging will be provided by the District at the rate established by District policy.

G. The District will pay the costs for bus driver physical examinations (related to required physical examinations to maintain proper driver certification). The District shall pay for the Commercial Driver's License (CDL) bus driver endorsement. The District shall provide a District vehicle for the employee to travel to the nearest location necessary to fulfill licensing requirements, or will compensate the employee at the IRS rate for round trip mileage. The Dis-

trict will also pay tuition and fees for drivers to complete the necessary First Aid and CPR training. The District will schedule all required trainings at times that will allow employees to attend such trainings and not conflict with required work duties. Additionally, the District will compensate the driver for attending annual, in-service training as needed to maintain required driver's license to operate a school bus.

- H. As holders of commercial drivers licenses, bus drivers will be subject to drug testing in accordance with federal law and board policy. An employee will only be subject to drug testing on days on which he/she is expected to provide bus driving services. If the drug testing occurs outside the scheduled work day, the employee will receive compensation for the time required to complete the testing. All costs involved in drug testing procedures shall be borne by the District, including mileage costs to and from the drug-testing location (Refer to Article IV, Section 7. Travel). Drug testing results shall remain confidential. Any written material or information associated with such testing shall be retained in a secure, confidential file to which only the Superintendent and/or Transportation Director shall have access.
- I. Complete bus washing, inside and out, will be paid at the employee's regular hourly rate, unless overtime applies.

SECTION 4. CHAPERONES

- A. Employees acting as chaperones on overnight field trips shall be provided by the District with transportation, entry fee/tickets, lodging, and food. They shall receive normal pay for a regularly scheduled work day.
- B. Bus drivers, who also serve as chaperones, shall receive regular driver pay each day. If time worked exceeds eight (8) hours per day, the employee shall receive the overtime rate (Article VII, Section 2.G.).
- C. An employee who is asked to cook on the field trip shall receive regular pay each day. If actual hours exceed eight (8) hours per day, the employee shall receive the overtime rate (Article VII, Section 2.G.).

SECTION 5. INCLEMENT WEATHER

In the event of an unusual school closure or early dismissal due to inclement weather, emergency conditions, plant inoperation, or the like, the District shall try to notify the employee before the employee reports to work. Employees reporting to work shall receive a minimum of one (1) hour of pay. If no make-up days/times are scheduled for school closures or early dismissals/late starts, employees who are impacted will have an opportunity to make up any time lost within the fiscal year.

SECTION 6. HOLIDAYS AND VACATIONS

Employees shall receive the following paid holidays. Pay shall be for the regularly scheduled hours of each employee.

- | | |
|---------------------|---------------------------|
| 1. Labor Day | 5. New Year's Day |
| 2. Veteran's Day | 6. Martin Luther King Day |
| 3. Thanksgiving Day | 7. Presidents' Day |
| 4. Christmas Day | 8. Memorial Day |

SECTION 7. INSURANCE, POOLING, AND OTHER BENEFITS

- A. Qualified employees shall receive a contribution from the District in the amount allocated by the State to be used for insurances per RCWs.
- B. Employees less than 1.0 FTE (based on 1440 hours per year) will receive pro-rata share—of the State benefit rate, based on their percentage of FTE per state law.
- C. The difference between the actual cost of the insurances and the amount the District contributes will be deducted from the employee's paycheck. Unused funds from employees shall be pooled for use by others.
- D. All employees shall be on the Public Employees Retirement System per RCWs.
- E. The District agrees to pay the full amount of the Health Care Authority (HCA) subsidy.

ARTICLE VIII - GRIEVANCE

SECTION 1. DEFINITIONS

- A. A *grievance* is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision(s) of this Agreement to the detriment of the claimant.
- B. A *grievant* is an employee, a group of employees, or the Association filing a grievance.

SECTION 2. EXCLUSIONS FROM ARBITRATION

Excluded from binding arbitration shall be:

1. The evaluator's decision regarding the substance of evaluation and probation.
2. Assignment, vacancies, promotion and transfer.

SECTION 3. GRIEVANCE PROCEDURE

In the event that an employee believes there is a basis for a grievance, the employee may first discuss the alleged grievance with the Superintendent or designee either personally or accompanied by an Association representative. If the grievance is not thus resolved, formal grievance procedures may be instituted as follows:

STEP 1

The grievant may invoke the formal grievance procedure on the grievance form (*see Appendix B*) which will be available in the office. A copy of the grievance form shall be delivered to the Superintendent or designee. A grievance must be filed within twenty (20) days of the occurrence of which the grievant complains.

STEP 1 REPLY

Within five (5) days of receipt of the written grievance, the Superintendent or designee shall meet with the grievant in an effort to resolve the grievance. The Superintendent or designee shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

STEP 2

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days of such meeting (or ten (10) days from date of filing—whichever is later), the grievance shall be transmitted to the Board.

STEP 2 REPLY

Within ten (10) days the Board shall meet with the grievant on the grievance, and shall indicate their disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.

STEP 3

If the grievant is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievant, at the option of the Association, may submit the grievance before an impartial arbitrator. The Association shall

initiate arbitration by giving the Superintendent written notice of its intent to arbitrate within five (5) days of receipt of the written disposition of the Board. A request for a list of arbitrators may be made to the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service by the Association. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected. The Board and the Association shall not be permitted to assert in such arbitration proceeding in any ground rule or to reply on any evidence not previously disclosed in Steps 1 and 2. The decision of the arbitrator, when acting within the arbitrator's jurisdiction, shall be final and binding upon both parties.

All documents, communications, and records dealing with the processing of a grievance shall be maintained in a separate file and shall not be kept in the personnel file of the grievant.

SECTION 4. ELECTION OF REMEDIES

If a legal remedy exists to resolve a contract dispute, the employee may select either the legal remedy or arbitration, but in no case will be allowed to pursue both.

SECTION 5. ARBITRATION COSTS

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

SECTION 6. JURISDICTION OF THE ARBITRATOR.

- A. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide only the interpretation and application of this Agreement. Upon request of either party, the merits of a grievance and the determination of the jurisdiction of the arbitrator shall be consolidated.
- B. In the event that the arbitrator's award is unsuccessfully challenged in court, the challenging party shall be liable for the reasonable costs and attorney's fees of the prevailing party.

SECTION 7. TIME LIMITS

- A. 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 during the last twenty-five (25) days of the school term, 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.
- B. Failure of the Association to proceed with its grievance within the times hereinbefore provided shall result in the dismissal of the grievance.
- C. Failure of the District to take the required action within the times hereinbefore provided shall entitle the Association to proceed to the next step on the grievance procedure.

SECTION 8. 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. Every effort will be made to avoid disruption of the operation of the District

SECTION 9. CONTINUITY OF GRIEVANCE

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure as set forth herein until resolution.

SECTION 10. INDIVIDUAL COMPLAINTS

In accordance with RCW 41.59.080, any employee may at any time present a grievance to the District and have the grievance adjusted without the intervention of the Association, as long as the Association has been given an opportunity to be present at the adjustment and to make its views known, and as long as the adjustment is not inconsistent with the terms of this Agreement.

SECTION 11. REPRISALS

No reprisals of any kind will be taken by the District against any employee because of the employee's participation in this grievance procedure.

ARTICLE IX – DURATION

- A. This Agreement shall be effective as of September 1, 2017, and shall continue in effect until the 31st day of August, 2019.
- B. Either party may open up negotiations of two (2) sections each year. Items for negotiations must be submitted in writing before June 30 of each year. To open up more than two (2) sections there must be mutual written agreement by both parties.
 - 1. For the 2018-19 year only, the reopener will consist of a reopener for the Washington Paid Family Medical Leave (PFML), with negotiations commencing on or before September 30, 2018.
- C. Negotiations between the parties for a successor Agreement shall begin no later than sixty (60) days prior to the expiration date of this Agreement. Sections not identified by either party for negotiations shall be continued into the successor Agreement.

SIGNATORY PAGE

The Centerville Educational Support Professional Association and the Centerville School Board of Directors reached agreement on the new negotiated contract beginning September 1, 2017 and ending August 31,2019. The attached document lists the accepted terms. The following signatures verify the agreement.

FOR THE ASSOCIATION

FOR THE BOARD

Karie Kolfe
[Signature]

Dr. Ann Varkadis

DATE RATIFIED 8/28/2018

APPENDIX A-1 2017-2018 SALARY SCHEDULE

Position	Base	Year 1 2%	Year 2 2%	Year 3 2%	Year 5 1%	Year 7 1%	Year 10 1%	Year 15 1%	Year 20 1%	Year 25 1%
ParaEducator	\$15.50	\$15.81	\$16.13	\$16.45	\$16.61	\$16.78	\$16.95	\$17.12	\$17.29	\$17.46
Secretary	\$16.94	\$17.28	\$17.62	\$17.98	\$18.16	\$18.34	\$18.52	\$18.71	\$18.89	\$19.08
Food Service Manager	\$16.47	\$16.80	\$17.14	\$17.48	\$17.65	\$17.83	\$18.01	\$18.19	\$18.37	\$18.55
Bus Driver	\$18.45	\$18.82	\$19.20	\$19.58	\$19.78	\$19.97	\$20.17	\$20.37	\$20.58	\$20.78
Building/Grounds	\$17.85	\$18.21	\$18.57	\$18.94	\$19.13	\$19.32	\$19.52	\$19.71	\$19.91	\$20.11

*** Paraeducator – Grandfathered position shall receive \$25.46 for the 2017-18 school year

APPENDIX A-2 2018-2019 SALARY SCHEDULE

*(**For 2018-19 School year, apply 3.1% Consumer Price Index (CPI) added to 2017-18 Salary Schedule above)*

Position	Base	Year 1 2%	Year 2 2%	Year 3 2%	Year 5 1%	Year 7 1%	Year 10 1%	Year 15 1%	Year 20 1%	Year 25 1%
ParaEducator	\$15.98	\$16.30	\$16.63	\$16.96	\$17.13	\$17.30	\$17.47	\$17.64	\$17.82	\$18.00
Secretary	\$17.47	\$17.82	\$18.18	\$18.54	\$18.73	\$18.92	\$19.11	\$19.30	\$19.49	\$19.68
Food Service Manager	\$16.98	\$17.32	\$17.67	\$18.02	\$18.20	\$18.38	\$18.56	\$18.75	\$18.94	\$19.13
Bus Driver	\$19.02	\$19.40	\$19.79	\$20.19	\$20.39	\$20.59	\$20.80	\$21.00	\$21.21	\$21.42
Building/Grounds	\$18.40	\$18.77	\$19.15	\$19.53	\$19.73	\$19.93	\$20.13	\$20.33	\$20.53	\$20.74

*** Paraeducator – Grandfathered position shall receive \$26.25 for the 2018-19 school year

APPENDIX B - EMPLOYEE EVALUATION FORM

Centerville School District #215

Evaluation Form

CLASSIFIED STAFF

Employee _____ Assignment _____

Evaluator _____ Hours Worked Per day _____

- | | | | |
|---------------------------------------------|---|---|---|
| 1. Attendance/Punctuality | S | N | U |
| 2. Attitude toward students/staff/community | S | N | U |
| 3. Meets job description | S | N | U |

COMMENTS/PROFESSIONAL GROWTH PLAN

My signature below indicates that I have seen this evaluation. It does not imply that I agree with the contents of the evaluation report. Employee comments may be attached within ten (10) days of the date signed.

Employee's Signature

Date

Evaluator's Signature

Date

APPENDIX C - GRIEVANCE REVIEW REQUEST

Grievance # _____ School District _____

Expedited _____
Yes No

Distribution of Form

- 1. Superintendent
- 2. Association
- 3. Grievant

Submit to Superintendent in duplicate:

Building	Assignment	Name of Grievant	Date Filed
_____	_____	_____	_____

STEP 1

A. Date cause of grievance occurred: _____

B. 1. Statement of grievance: _____

2. Specific sections being grieved: _____

3. Relief sought: _____

Signature of grievant

Date

C. Disposition by the Superintendent: _____

Signature of Superintendent

Date

D. Disposition by the Grievant: _____

Signature of Grievant

Date

If additional space is needed in reporting, attach an additional sheet.

STEP 2

A. Date received by Board: _____

B. Disposition by the Board: _____

Signature of President or Designee Date

STEP 3

A. Date submitted to Arbitration: _____

B. Disposition and Award by the Arbitrator: _____

APPENDIX D- JUST CAUSE/SEVEN KEY TESTS

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carroll 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.

1. **NOTICE:** "Did the District give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"
2. **REASONABLE RULE OR ORDER:** "Were the District's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the District's business, and (b) the performance that the employer might properly expect of the employee?"
3. **INVESTIGATION:** "Did the District, 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?"
4. **FAIR INVESTIGATION:** "Was the District's investigation conducted fairly and objectively?"
5. **PROOF:** "At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"
6. **EQUAL TREATMENT:** "Has the District applied its rules, orders and penalties evenhandedly and without discrimination to all employees?"
7. **PENALTY:** "Was the degree of discipline administered by the District in a particular case reasonably related to
 - a) the seriousness of the employee's proven offense, and
 - b) the record of the employee in his service with the District?"

