

# Agreement

---

BETWEEN SEQUIM SCHOOL DISTRICT NO. 323 AND  
DISTRICT EMPLOYEE SUPPORT ASSOCIATION

Sequim, Washington  
SEPTEMBER 1, 2022 | AUGUST 31, 2024

## Contents

PREAMBLE .....	3
ARTICLE 1: RECOGNITION.....	3
ARTICLE 2: ADMINISTRATION OF AGREEMENT .....	4
ARTICLE 3: RIGHTS OF THE PARTIES.....	4
Section 1. Management Rights .....	4
Section 2. Association Rights.....	4
Section 3. Employee Rights .....	5
Section 4. Discipline .....	5
ARTICLE 4: PERSONNEL FILES .....	6
ARTICLE 5: EVALUATIONS.....	6
ARTICLE 6: VACANCIES AND NEW POSITIONS.....	7
ARTICLE 7: POSITION DESCRIPTIONS .....	8
ARTICLE 8: PROBATIONARY EMPLOYEE .....	8
ARTICLE 9: SENIORITY AND EXPERIENCE.....	8
Section 1. Seniority.....	8
Section 2. Experience Recognition .....	9
Section 3. Use of Seniority .....	9
ARTICLE 10: REDUCTION IN FORCE .....	10
Section 1. Financial Emergency.....	10
Section 2. Procedures for Staff Reduction .....	10
Section 3. Recall of Reduced Employees.....	11
Section 4. Reduction of Hours and Furlough Days.....	12
ARTICLE 11: WORKING CONDITIONS, SCHEDULES, AND OVERTIME .....	12
ARTICLE 12: LEAVES.....	13
Section 1. Illness and Injury (Sick Leave) .....	13
Section 2. Family and Medical Leave Act (FMLA).....	15
Section 3. Washington State Paid Family and Medical Leave (PFML) .....	15
Section 4. Maternity/Pregnancy/Parental Disability Leave .....	15
Section 5. Vacation.....	16
Section 6. Personal Leave.....	16
Section 7. Bereavement Leave.....	16
Section 8. Military Leave .....	17
Section 9. Judicial Leave Jury Duty and Subpoena.....	17

Section 10. Leave of Absence.....	17
Section 11. Assault Leave .....	18
Section 12. Leave without Pay .....	18
ARTICLE 13: GRIEVANCE PROCEDURE.....	18
Section 1. Definitions .....	18
Section 2. Procedure for Processing Grievances.....	19
Section 3. Arbitration .....	19
Section 4. Jurisdiction of Arbitrator .....	20
Section 5. Time Limits .....	20
Section 6. Reprisals .....	20
ARTICLE 14: STAFF SAFETY .....	21
ARTICLE 15: EMPLOYEE PROTECTION .....	21
ARTICLE 16: HEALTH INSURANCE, AND VEBA.....	22
Section 1: Health Insurance .....	22
Section 2. VEBA Medical Reimbursement.....	22
ARTICLE 17: EDUCATION/COLLABORATION/INCENTIVE.....	23
Section 1. Training Incentive .....	23
ARTICLE 18: SALARIES, WARRANTS, AND EMPLOYEE COMPENSATION .....	23
Section 1. Salary Provisions.....	23
Section 2. Corrections .....	24
Section 3. Overtime.....	24
Section 4. Tax-Sheltered Annuities and Deferred Compensation .....	24
Section 5. Separation .....	25
Section 6. Campus Security Clothing Allowance .....	25
ARTICLE 19: HOLIDAYS .....	25
ARTICLE 20: ASSOCIATION-DISTRICT COMMITTEES.....	25
Section 1. Labor/Management Committee .....	25
Section 2. School Calendar Committee.....	26
Section 3. District Stakeholder Committee / Community Stakeholder Committee .....	26
ARTICLE 21: TERM, STATUS, AND SEVERABILITY OF PROVISIONS .....	26
ARTICLE 22: ATTEST .....	27
APPENDIX A :: 2022-2023 Salary Schedule .....	28

## PREAMBLE

---

This Agreement made and entered into herein is between the District Employee Support Association (hereinafter “DESA” or “Association”) and the Board of Directors of Sequim School District #323 (hereinafter “District”).

The District recognizes the District Employee Support Association as the exclusive bargaining agent for all regularly employed District Support Staff per the bargaining unit description: “All full-time and part-time professional support employees in the Sequim School District, excluding statutory supervisors, confidential employees, employees represented by a different bargaining unit, and all other employees”, as defined by the Public Employment Relations Commission (PERC).

## ARTICLE 1: RECOGNITION

---

- A. The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate with the Board only through the negotiation agent or agents designated by the Board to act on its behalf.
  
- B. The District recognizes the District Employee Support Association as the exclusive bargaining agent for all DESA positions. Positions are Human Resource Specialist, Assistant Superintendent Admin Assistant, Community Outreach Coordinator, Payroll/HR Specialist, Operational Technology Manager, Network Technician, Director of Maintenance, Director of Transportation, Director of Technology, Campus Safety and Security, Career Specialist, Technology Repair Technician, Technology Support Specialists, Fiscal Specialist II, Student Support Specialist, Public Information Officer, District Assessment and Student Information Manager, Student Helper, HS Tech Aid, Technology Assistant, Building Aide, Flagger, Specialist I, McKinney Vento, Accounting Clerk, Technology Support, Personnel Specialist, Payroll Clerk, Technician, Equity and Family Engagement Coordinator, Child Nutrition Services Specialist, Senior Educational Support Specialist, Educational Support Specialist, Public Records Assistant and any other positions that are added.
  
- C. Any new positions that are added at the District level/District office, or like support positions such as exist, will be part of the District Employee Support Association (DESA) and will be added to the list of positions (above) covered exclusively by DESA representation and this agreement.

## ARTICLE 2: ADMINISTRATION OF AGREEMENT

---

- A. This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington and the United States. If any provisions of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, 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. In the event a provision(s) is determined to be contrary to law such provision will open negotiations and be renegotiated.
- B. Within thirty (30) days following the ratification and signing of this Agreement, the District will post the Agreement on the District website, and email DESA President a copy of the CBA the day following being signed by the Board of Directors. Paper copies will be available in the Human Resources office.
- C. The term “employee” when used hereinafter shall refer to all employees as defined in Article I, Section 2 and any newly added employees to DESA.
- D. The District agrees to provide the Association with the name, home address, telephone number, work email, work location, department, and job title of each employee at least once annually, and then when requested by the Association.

## ARTICLE 3: RIGHTS OF THE PARTIES

---

### Section 1. Management Rights

- A. The rights, powers, authority, and functions of management shall remain exclusively vested in the District and its Board of Directors except as specifically and expressly limited by the provisions of this Agreement.

### Section 2. Association Rights

- A. The Association and its representatives shall have access to District buildings at times other than regular work hours for meetings of the membership to transact Association business.
- B. The Association shall have access to District computers, copy machines, and all types of audio-visual equipment at times other than regular work hours, and when such equipment is not otherwise in use.
- C. The Association shall have access to the intra-District mail service and DESA members’ mailboxes for communication purposes.

- D. After notifying the building office of his/her presence, the Association and its representatives shall have access to DESA members.
- E. Representatives duly authorized by the Association who participated during working hours in negotiations, grievance proceedings, conferences, or meetings with the District, shall suffer no loss in pay.
- F. The District shall, upon request, make available to the Association, to carry out its responsibility of representing employees, information of a public nature. This information shall include, but not be limited to, accurate District financial records, financial projections, preliminary budgets, information pertinent to the experience and educational levels of all DESA members, and access to the agenda and minutes of all Board Meetings. All information shall be delivered within one (1) week time or less after the request.
- G. The Association will be given access and a minimum of 30 minutes of exclusive time for bargaining unit orientation of new employees. The Association will be given at least a ten-day (10) notification of all employee orientation meetings. If the District holds or co-sponsors a multi-participant job or benefit fair, the Association will be given the same notice as other participants in advance and will have the right to operate its table or booth to provide information to participants throughout the event.

### Section 3. Employee Rights

- A. Employees shall be entitled to full rights of citizenship. The District agrees there shall be no discrimination or discipline because of age, sex, sexual orientation, gender expression or identity, marital status, private or personal life that does not affect job performance, race, creed, color, national origin, domicile, political activity or lack thereof, religion, the presence of any sensory, mental or physical disability, including use of a guide dog or service animal unless based on a bona fide occupational qualification, veteran, military, or vaccination status.
- B. Employees of the District shall have the right to, or not to, freely organize, join and support the Association for purposes of engaging in collective bargaining and other lawful activities.
- C. There shall be no discrimination based upon membership or non-membership in the employee organization or an employee's exercise of other rights under Chapter 41.56 RCW. Regardless of an employee's participation, members listed under this agreement Article 1, Sections 2, 3, and 4 still adhere to and are covered by this agreement.

### Section 4. Discipline

- A. DESA members shall be disciplined and discharged in accordance with RCW 28A.400.300, RCW 28A.400.340, RCW 28A.645.010, and Policy No. 5281. The employee may be accompanied by an Association representative.

- B. Any complaint made against an employee for which the District may take disciplinary action will be promptly called to the attention of the employee prior to any meeting to discuss the complaint. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.
- C. The District shall have the burden of proving that sufficient cause existed and that the disciplinary action taken by the District is appropriate to the cause. The termination of a probationary employee (an employee in the first sixty (60) working days of employment) shall not be construed as a disciplinary action and shall be at the discretion of the District.
- D. An employee has the right to request an Association member be present at any meeting they may have with a supervisor or during which they receive discipline for misconduct. For purposes of this section, suspension with pay pending an investigation shall not be construed as a disciplinary action.

#### ARTICLE 4: PERSONNEL FILES

---

- A. All DESA members shall be entitled to inspect the contents of their complete personnel files which are maintained by the District Administration and working files that are maintained by the supervisors. The employee must set an appointment with the supervisor or District Administration to view their personnel file.
- B. Employees must sign, receive a copy and have the right to respond by the next business day, to all evaluative concerns, complaints, or derogatory material placed in working or personnel files before placement. The signature of the employee does not imply the employee agrees with the contents.
- C. An employee may petition the Superintendent or their designee for the removal of derogatory material.

#### ARTICLE 5: EVALUATIONS

---

- A. Performance evaluations shall be conducted annually, by the employee's immediate supervisor directly who is familiar with, and responsible for the employee's work.
- B. The evaluator shall discuss with the employee the performance evaluation and shall provide information relative to the content of the evaluation.

- C. Any rating of unsatisfactory shall be accompanied by a specific plan of action to include identified areas of concern, specific assistance which will be provided to the employee, measurable and attainable goals, and specific timelines for the goals.
- D. The supervisor will seek from the employee areas where they would like professional growth.
- E. A copy of the completed evaluation and any accompanying documents, signed by the evaluatee and the evaluator, shall be placed in the employee's personnel file at the District Office. The signing of such a document by an employee shall not imply the employee's agreement with its contents. At the time the evaluation is signed by the employee, they shall receive a copy of the evaluation for their records.

#### ARTICLE 6: VACANCIES AND NEW POSITIONS

---

- A. The District recognizes the benefits of promoting from within and agrees to give first consideration of promotional opportunities to DESA members presently employed. Promoting current employees within the Association and honoring District knowledge and experience is important to the District and the Association and will be a priority for both parties when such positions come available.
- B. The District will post DESA vacancies for 7 working days during which DESA members exclusively may submit applications. Following the initial 7 days, the District will post the vacancy to receive applications from non-DESA candidates.
- C. Current DESA members who apply and meet the minimum qualifications shall be interviewed and positions shall be filled based on the applicant's qualifications for the position. In reaching its decision to select a particular candidate, the hiring manager will consider criteria including, but not limited to qualifications, district/department needs, relevant experience and seniority. If applicants are similar in qualifications, the position is offered to the most senior DESA member.
- D. New positions added at the District level, whose mission is to support the greater District at large, its functions, programs, departments, and systems will be placed within the District Employee Support Association (DESA). The president of DESA will be notified when a position has been posted.



## ARTICLE 7: POSITION DESCRIPTIONS

---

- A. A description of the position shall be provided to the employee.
- B. Position descriptions for all positions subject to this Agreement shall be provided to the Association. Any subsequent updates or changes to such descriptions shall be forwarded to the Association and the individual employee before the implementation of the update/change. The Association and the employees' input will be taken into consideration.
- C. Provide employees with a training period, which may include access to the Educational Service Districts, or other employees who have performed the tasks of the position.

## ARTICLE 8: PROBATIONARY EMPLOYEE

---

- A. New employees shall be hired on a probationary basis for sixty (60) working days. Working days are considered days when the employee is present, are only days when the District has the opportunity to observe the work, train, and educate the employee regarding the position and job expectations are counted as working days. If the probationary employee is on District leave (sick, vacation, personal, or any other District-approved leave) during the probationary period, these are not counted in the probationary working days. After sixty (60) working days of probationary employment, supervisors will evaluate the employee. During the probationary period, the employee may be dismissed without cause. The employer taking advantage of 60-workday dismissal during the probationary period does not require a two-week notice and will not harm the probationary employee from future employment with the District.
- B. The termination of a probationary employee (an employee in the first sixty (60) working days of employment) shall not be construed as a disciplinary action.

## ARTICLE 9: SENIORITY AND EXPERIENCE

---

### Section 1. Seniority

- A. The District Employee Support Association (DESA) was certified by the Public Employees Relations Commission (PERC) in the state of Washington as a recognized bargaining unit; Decision: #13337-A-PECB on June 17, 2021.
- B. As of June 17, 2021, employees defined in Article 1 Section 2, who were currently filling a position included in the Association, will use this date as their DESA seniority date.
- C. Association seniority of an employee hired to an Association position after June 17, 2021, shall be established by the date of hire into the position, which is the date the position is officially filled by the employee (first workday). If the selection date still results in a tie, the date and time stamp on the employees' applications will be used to determine seniority.

- D. Seniority rights shall not be lost but shall not accrue for unpaid leaves of absence and involuntary layoff.
- E. Seniority rights shall continue to accrue for the following reasons: absence due to industrial injury paid, and authorized absence covered by the leave provision of the bargaining agreement.
- F. On October 1 and April 30 of each year, The District will distribute, to the Association President, a seniority list ranking each employee from greatest to least seniority within the bargaining unit. The Association President will be notified of the name and hire date of all new employee members.
- G. Former bargaining unit members who return to the bargaining unit within twenty-four (24) months will maintain their step on the salary schedule, benefits steps, and seniority credit.

## Section 2. Experience Recognition

- A. Employees shall be credited District experience at a rate of 1-year work/employment for 1-year District experience for sufficiently similar work.
- B. Employees shall be credited private/public sector experience at a rate of 2-years work/employment for 1-year experience for sufficiently similar work.
- C. Employees shall be credited with other school districts or ESD (Educational Service Districts) experience at a rate of 1-year of work/employment for 1-year of experience.

## Section 3. Use of Seniority

- A. The employer agrees to recognize that seniority governs layoffs and rehiring of laid-off employees, determining regular special assignments and the promotions of employees providing the employee is qualified.
  - a) District Seniority:
    - 1. District seniority will be used in determining layoffs, hiring, re-instatement, and appointment to unit assignments.
    - 2. District seniority begins at the date of hire to the District.
  - b) DESA Seniority
    - 1. DESA began on June 17, 2021. All DESA positions that were held on that date will use this date as their DESA seniority date.

2. Employees who fill a DESA position after June 17, 2021, will begin their DESA seniority on the date they were approved by the school board to fill the position.
  3. DESA seniority will be used in breaking ties for a position and layoffs.
- c) Department Seniority
1. Department seniority will be used for breaking ties of new positions in the department.
- d) Ties in Seniority
1. If a tie in seniority is found to exist, the District will consult with the Association to determine tie breaker process.

## ARTICLE 10: REDUCTION IN FORCE

---

### Section 1. Financial Emergency

- A. A significant loss of funding resulting from double levy loss in the same school year, declining enrollment, or other loss of revenue (e.g. a substantial reduction in the state per-pupil allocation of funds, reduction in categorical funding, etc.) that requires the involuntary separation of employees.
- B. In the determination of layoffs caused by program needs and or economic considerations of the District. DESA members shall not be “bumped” or reduced in seniority ranking by non-bargaining unit employees.
- C. Any employee placed on layoff status shall retain all accrued benefits that are regularly extended to any employee on leave.
- D. In the event the Board of Directors adopts to reduce programs because of financial necessity, including, but not limited to, declining student enrollment, levy failure, or decreased state funding, those employees who will be retained to implement the District's reduced or modified program and those who will be terminated from employment or adversely affected in contract status will be identified by using the following procedures:

### Section 2. Procedures for Staff Reduction

- A. The District will determine as accurately as possible, the total number of staff attrition for the coming year, and these vacancies will be taken into consideration in determining the needed DESA staff for the following school year.
- B. The District will inform DESA which position(s) will be reduced/eliminated.

- C. DESA members shall be laid off in reverse order of their district seniority providing the more senior employee(s) being impacted by the layoff is qualified to fill the position(s) of the least senior employee(s). The qualifications will be determined by previously held District positions and employee knowledge, skills and abilities.
- D. The District will notify DESA and DESA employee(s) whose continued employment may be affected by these cuts. The District will attempt to have layoffs coincide with the end of the scheduled work year of the employee. The District will provide a written notice sixty (60) days prior to the time the layoff will occur.
- E. District seniority will be used to determine any staff being laid off due to a Reduction in Force (RIF). Department seniority will be used as a tie-breaker within a department.
- F. Unit members who wish voluntary demotions instead of layoff to positions not previously held may be voluntarily demoted to vacant positions for which they qualify, consistent with the provisions of this Agreement and with the approval of the Director of Human Resources.
- G. Any notice of layoff shall identify the position and name of the member designated, and reemployment rights.
- H. All employees on leave are subject to all RIF procedures.
- I. Positions affected by RIF will remain part of the DESA unit.

### Section 3. Recall of Reduced Employees

- A. Laid-off employees may continue their insurance benefits through federal COBRA (Consolidated Omnibus Budget Reconciliation Act) rights as administered by the School Employees Benefits Board.
- B. All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave, vacation, and personal leave, will be restored to the employee upon his/her return to active employment and the employee will maintain his/her step on the salary schedule.
- C. An employee who is reinstated without a gap in permanent employment shall retain classification and district seniority. An employee who is reinstated with a gap in permanent employment shall retain department and district seniority less the time they were not under permanent District/department status.
- D. Laid-off employees shall be placed into a reemployment pool. Reassignment from this pool to existing vacancies shall be in reverse order of layoff to any position for which they are qualified. Recall rights shall not extend beyond two (2) years from the date of layoff.
- E. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's records. The employee shall be responsible for keeping the District notified of his/her current mailing address and telephone number. Human Resources may call and speak to an employee and offer a position to expedite the recall process. A written record of the call shall

be time-stamped and dated and if no contact is made with the employee, the certified or registered letter will be mailed. Notice of the recall pool hiring will be posted on the District website, during the entire recall process.

- F. An employee offered employment will have five (5) calendar days (excluding Saturday, Sunday, and holidays) from the receipt of the telephoned offer or fifteen (15) calendar days (excluding Saturday, Sunday, and holidays) from the receipt of a certified or registered letter, whichever occurs first, to accept the position in person or writing.
- G. Employees are responsible for providing the District with their current address, phone, and contact information while they are in the recall pool.

#### Section 4: Reduction of Hours and Furlough Days

- A. Reduction in hours and furlough days shall be determined as a total amount for the bargaining group and equally divided amongst all DESA members.
- B. The District will provide the DESA president with the total amount in dollars needed to be saved from the bargaining group during this reduction.
- C. Neither reduction in hours, nor furlough days will result in a rewriting of any DESA member's job description, not limited to the hours, pay, or working conditions of the member, and will be considered only temporary for the current year or less, whichever is less.

#### ARTICLE 11: WORKING CONDITIONS, SCHEDULES, AND OVERTIME

---

- A. The general workweek shall consist of five (5) consecutive days, Monday through Friday.
- B. Employee's start and end times vary depending on position and department needs.
- C. Employee and supervisor may develop a flexible work schedule depending on department needs. Wages for flex work outside of the M-F, or standard school day shall be the same as regular wages.
- D. With the approval of their supervisor, a telework/remote schedule for employees' whose work can be performed away from the District may be developed. It is understood that working remotely means being engaged in agreed upon work-related activity during the employees scheduled work time. Designated remote days will be documented in the absence management system.
- E. All employees shall be allowed a rest period of not less than ten (10) minutes on the employer's time for each four (4) hours of working time. No employee shall be required to work more than three (3) hours without a rest period.

- F. All employees are entitled to a lunch period applicable by law. Employees will be provided a minimum duty-free lunch period of thirty (30) minutes where the employee is free to leave the worksite. If an employee's duty-free lunch period is interrupted, the employee shall be compensated for the time lost per Article 18 Section 3D.
- G. Any time worked in excess of forty (40) hours per week will be considered overtime to be paid at the rate of time and one-half per hour. Holiday, vacation, sick leave, and other absences do not constitute worked hours.
- H. At the option of the employee, compensatory time may be taken in lieu of pre-authorized overtime payment, and will be calculated at the same 1.5 rate as overtime; 1 hour of compensatory time equals 1 and ½ hours of compensatory time off. Compensatory time must be used by the end of the calendar year or it will be forfeited.
- I. Additional hours not constituting overtime shall be compensated at the employee's regular rate of pay.
- J. During a single week (Monday through Sunday) an employee, with supervisor approval, may flex hours.
- K. If an employee is required to travel in the course of their District duties and use their personal vehicle, the employee will be paid mileage at the government rate.

## ARTICLE 12: LEAVES

---

### Section 1. Illness and Injury (Sick Leave)

- A. DESA employees shall receive twelve (12) days of annual sick leave, which shall be provided for illness, emergency, or injury or as permitted under RCW 49.46.210.
- B. The employee shall notify his/her supervisor at least one (1) hour before the employee's normal starting time, if possible, of his/her inability to work.
- C. When provided by previous employer, employees entering employment with the Sequim School District shall receive credit for sick leave accumulated in other public-school Districts and Educational Service Districts in the State of Washington.
- D. Sick leave may be taken for illness or injury of personal, child, spouse, or family, care, mental, wellness, and support.
- E. Compensation for leave for illness or injury shall be the same as the compensation such employee would have received had such employee not taken the leave.

- F. Each employee shall be credited in advance with the sick leave allowance on September 1<sup>st</sup> of each year, or at the beginning of employment; if the beginning of employment is after September 1<sup>st</sup> this amount will be prorated.
- G. Sick leave provided and not taken shall accumulate from year to year up to a maximum allowed by law. The District will notify the employee the year prior before they are close to reaching the maximum allotment allowed.
- H. In the event an employee is 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 by the Department of Labor and Industries and the amount the employee would normally earn. This amount will not be deducted from an employee's leave (sick, personal, vacation).
- I. At the time of separation from school district employment, an eligible employee, as defined by RCW 28A.400.210(2), or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) days accrued leave for illness or injury. Maximum accumulation for such remuneration under this formula shall be one hundred and eighty (180) days.
- J. 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 of the employee for each four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which compensation has been received shall be deducted from accrued leave at the rate of four (4) days for every one (1) day of monetary compensation as defined by RCW 28A.400.210(2).
- K. Employees may participate in the Sequim School District Leave Sharing Program in accordance with Chapter 392-136A WAC. Under the provisions of this program, the District shall receive, and process requests noted herein.
  - a) Employees volunteering to participate in this program will fill out a "Request to Transfer Sick Leave" form and submit it to the District. Days shall be converted to hours.
  - b) An employee shall be entitled to receive leave under this Section pursuant to Chapter 392-136A WAC
  - c) An employee needing leave days shall submit a Request to Receive Sick Leave from coworker's form to the District. In the event the employee is unable to submit such a written request, a designee may submit the request on behalf of the employee. Days shall be converted to hours. The value of the leave transferred shall be based upon the leave value of the person receiving the leave.

## Section 2. Family and Medical Leave Act (FMLA)

- A. Eligible staff may access twelve (12) weeks of unpaid family medical leave due to:
  - a) The birth of a child or placement of a child with the employee via adoption or foster care.
  - b) A serious health condition of the employee; or
  - c) A serious health condition affecting the employee's spouse, child, parent, or family member for whom the employee is providing care.
- B. The District will maintain existing health benefits for the employee during FMLA leave.

## Section 3. Washington State Paid Family and Medical Leave (PFML)

- A. Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum number of hours determined by the State within the past calendar year. Employees may choose to apply for PFML while the employee is on unpaid leave or following the exhaustion of unpaid leave.
- B. The District will maintain existing health benefits for the employee during PFML leave.

## Section 4. Maternity/Pregnancy/Parental Disability Leave

- A. Employees who are disabled due to pregnancy, miscarriage, or childbirth may use up to ninety (90) days of their sick leave for their disability. Extenuating circumstances may develop in which case leave shall be extended. Employees who have adopted a child may use up to ninety (90) days of their sick leave for bonding/childcare/adoption purposes. At the Employee's option, the days, or some portion thereof, may be without sick leave reimbursement.
- B. Except in the case of miscarriage or extenuating circumstances, the Employee shall give written notice to the Employer at least four (4) weeks prior to the commencement of said leave. The written request for disability leave should include a statement of an anticipated date of return to employment. Within thirty (30) days after childbirth, the employee shall inform the Employer of the specific day she will return to work.
- C. All employment rights shall be maintained during such leave. A returning Employee shall be placed in the same position/schedule.
- D. An Employee shall be granted, upon request, a leave of absence without pay up to the duration of the current school year calendar; or, in the case of an Employee who gives birth or adopts a child during non-workdays between school years, the Employee shall be granted, upon request, at the choice of the Employee a leave of absence without pay or may select to use a portion



of accumulated leave (sick/personal/vacation) for some or all up to the duration of the subsequent school year. The Employee shall inform the District of the number of days required for the leave at the time the request for leave is submitted. A returning Employee shall be placed in the same position/schedule.

- E. In the event of the birth of a child of the employee's spouse, the employee will be allowed thirty (30) days of leave with pay to be deducted from an employee's sick leave. If this amount of leave is not available the remaining time may be taken without pay, the employee may use other leave of their selection, or the employee may return to work when the leave expires. A returning employee shall be placed in the same position/schedule.

## Section 5. Vacation

- A. Each fiscal year, DESA members who work a minimum of 223 days will earn vacation at the following rate: 10 days year 1, 15 days year two, and earn 2 days per year thereafter up to 25 days total at the beginning of year 7. The beginning of the year is September 1st.
- B. If a member begins after September 1<sup>st</sup> of the year, the first year's vacation allocation will be prorated, determined by the date of hire.
- C. Vacation days may be carried forward each year to a maximum of 40 days. The District and the Association agree to bargain should other units reduce vacation carryover from 40 to 30.
- D. Up to 30 days may be compensable at the time of retirement or termination per state rules.

## Section 6. Personal Leave

- A. DESA members shall be provided three (3) paid personal days. These days may be taken in hourly increments. Two (2) personal leave days shall be carried over, to a maximum balance of five (5) days per year. Unused personal leave, beyond the five (5) day maximum accumulation, shall be cashed out, at the end of the fiscal year, at the employee's regular rate of pay.
- B. Any DESA member who lost personal leave days at the start of the 2021 school year in order for the District to be in compliance with the law, will have these days returned to their leave balance. These days will be placed into the employee's personal leave balance with a use it or lose it by - 12/31/2022 (for these recovered days only). This use-it or lose-it does not affect any other personal leave days that an employee has. When using these days, members must indicate as such in the "notes to administrator" section of the absence management system.

## Section 7. Bereavement Leave

- A. Each employee shall be entitled to a maximum of five (5) days leave with pay per occurrence for an absence caused by death, and five (5) days leave with pay per year for an absence caused by the critical illness of an employee's child, spouse, parent/parent-in-law, sibling/sibling-in-law, grandparent, grandchild, or any other relative in the same family unit. If extended travel or a

second leave is necessary to attend a funeral, memorial service, or business relating to the death, two (2) additional days will be allowed. Such leave shall not be deducted from sick leave. One (1) day of bereavement leave may be used for a close personal friend. Bereavement leave is non-cumulative. The Superintendent may grant additional days of leave if requested by the employee.

## Section 8. Military Leave

- A. Military leave will be granted as provided by law to each staff member who is a member of a United States Military Reserve Unit or the Washington National Guard. The military leave of absence shall be in addition to any vacation or sick leave to which the staff member may be entitled and shall not result in any loss of rating, privileges, pay, or benefits. The staff member shall receive his/her normal pay from the District for the first fifteen (15) days of military leave within the employee's work year. The employee must provide a copy of their military orders. Military leave shall be granted in accordance with law (RCW 38.40.060).

## Section 9. Judicial Leave Jury Duty and Subpoena

- A. Employees will be granted paid leave (normal rate of pay) for days required to serve on a jury. Additionally, leave may be granted to an employee who has been subpoenaed as a witness in court or other legal proceedings, except in cases where the staff member has a direct or indirect interest in the proceedings.

## Section 10. Leave of Absence

- A. Employees who have been employed with the District full-time for one (1) year or more upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, may be granted an unpaid extended leave of absence for a period not to exceed one (1) year. Leave of absence is for purposes of child care, public service, and recuperation from serious illness or injury. Leave to engage in professionally related work experience shall not be approved. All leaves of absence are subject to the following provisions:
  - a) Leave shall be without pay and the employee shall retain all seniority, salary placement, and benefits earned at the time the leave is granted.
  - b) Written request for leave of absence must be submitted by April 1 of the year preceding the leave except in years in which Reduction-in-Force is anticipated, in which case the District shall notify the Association of such fact by March 1, or June 15 in years when the state budget is not adopted by May 15. In years when a reduction in force is anticipated, leave of absence requests shall be accepted at any time.

- c) Employees accepting such leave shall be expected to return to the District and shall give notice of their intent to do so by April 1 of the year in which the leave is taken. A returning employee shall return in the same position/schedule and next salary step they would attain.

## Section 11. Assault Leave

- A. Any incident which could constitute an assault upon an employee by another adult while acting within the scope of his or her employment shall be reported promptly to the employee's immediate supervisor. If following that report and based on a complaint made by the employee to a law enforcement agency, a criminal conviction for assault or similar judgment by reason of acts against that employee result, then the District will support the employee as outlined in section B below. Any incident which could constitute an assault upon an employee by a student will be investigated by school administrators. If determined that the student's behavior against the employee constitutes assault, the District will support the employee as outlined in section B below as well. This does not prevent the employee from reporting the incident to a law enforcement agency.
- B. Whenever an employee is absent from employment and unable to perform his or her duties as a result of personal injuries sustained due to an assault as defined in section A above, the employee will be paid full salary for the period of absence, up to one year from date of injury, less the amount of any Worker's Compensation award or benefit. No part of such absence will be charged to annual or accumulated sick leave. If the incident necessitates employees leave to extend longer than one year providing a doctor's certification of illness, such leave will be extended with the provisions in section B.

## Section 12. Leave without Pay

- A. With prior approval from their supervisor, staff may take leave without pay.

## ARTICLE 13: GRIEVANCE PROCEDURE

---

### Section 1. Definitions

- A. A grievance is an alleged misinterpretation of, misapplication of, or violation of, the terms and/or provisions of this Agreement.
- B. A grievant shall mean an individual, a group of individuals, and/or the Association.
- C. The term "supervisor" shall mean the appropriate administrator/supervisor.
- D. The term "days", when used hereinafter, shall mean workdays.

## Section 2. Procedure for Processing Grievances

### A. The Immediate Supervisor

- a) The grievant and the Association representative, or the Association, may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, the grievance shall be presented in writing to the immediate supervisor within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.
- b) The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, provision or provisions of the Agreement alleged to be violated, and the specific remedy or relief requested. Just make whole is not an acceptable request.
- c) The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), the Association representative, and the Superintendent. The immediate supervisor shall answer the grievance in writing within ten (10) working days of receiving the grievance and the answer shall include the reasons upon which the decision was based and all supporting evidence to the grievant(s), Association representative, and the Superintendent.

### B. The Superintendent

- a) If no satisfactory settlement is reached in Step A, the grievance may be appealed to Step B, Superintendent, or his/her designated representative within ten (10) working days of receipt of the decision rendered in Step 1.
- b) The Superintendent or his/her designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within ten (10) working days of the receipt of the Step B appeal.
- c) The Superintendent or his/her designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), and the Association representative within ten (10) working days from the conclusion of the meeting.

## Section 3. Arbitration

- A. If no satisfactory settlement is reached at Step C, the Association, within fifteen (15) working days of the receipt of the Step C decision may appeal the final decision of the District to arbitration. The Association and District shall have fifteen (15) working days to come to a mutual agreement on arbitration. If the District and Association are unable to agree on an arbitrator, the matter shall be submitted to the American Arbitration Association for arbitration under the Voluntary Rules. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her

powers are limited herein to make decisions in cases of alleged misinterpretation of, misapplication of, or violation of the terms and/or provisions of this agreement.

- B. The arbitrator shall hold a hearing. Ten (10) working days' notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his/her decision within twenty (20) days from the date final written briefs have been submitted or, if the briefing is waived by both parties, twenty (20) days after the completion of the hearing.
- C. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the District, the Association, and the grievant(s).

#### Section 4. Jurisdiction of Arbitrator

- A. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms and provisions of this agreement.
- B. The arbitrator shall have no power or authority to make any decision that requires the commission of an act prohibited by law. The arbitrator cannot hear matters that were not properly and timely processed through the grievance process; the arbitrator cannot receive evidence that was not presented to the Superintendent or designee during that step of the grievance process; the arbitrator shall not be entitled to grant an award on a "continuing grievance" that goes back more than twenty (20) days from the date the grievance was filed.

#### Section 5. Time Limits

- A. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.
- B. Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within a specific time limit shall permit the Association to appeal to the next step of this procedure.
- C. To expedite grievance adjudication, the parties agree that any Association grievances or class action grievances will be lodged at Step 2 of this procedure.

#### Section 6. Reprisals

- A. No reprisal of any kind will be taken by the District against any employee because of his/her participation in any grievance. The District will allow the employee to select another employee and DESA representative to resolve suspected retaliation before it becomes another grievance.
- B. There will be no loss of pay for the employee or the Association Representative due to attending the hearing or meetings required for the grievance.

#### ARTICLE 14: STAFF SAFETY

---

- A. Staff will be informed of general all District/Building safety plans and discipline policies yearly.
- B. Employees must notify building administration of any matter concerning the safety of staff and /or students.
- C. Employees have the right to call law enforcement during the workday if they feel they are being harassed or threatened during the performance of their duties. Unless the threat is imminent, employees are expected to attempt to deescalate the situation. Employees will ask the person to leave before calling law enforcement.
- D. Employees will fill out and submit incident forms provided by HR to their supervisor who will then submit them to the Superintendent or designee. Employees will receive a copy of all incident forms submitted for their personnel records on the date received by HR.
- E. The Association President will be notified by the District if law enforcement is called regarding a DESA member or if a member is injured during the employee's work.

#### ARTICLE 15: EMPLOYEE PROTECTION

---

- A. Insurance coverage shall be in accordance with that provided by the District's insurance carrier.
- B. Employees are protected against claims for bodily injury or property damage arising out of an employee's acts or omissions while performing or in good faith acting within the scope of their employment. Actions "within the scope of employment" include the operation of an employee's own or District's vehicle when it is being operated with the consent of the District and while performing duties directed by the District.
- C. Employees are entitled to recover damages which they incur to their person or property arising out of an unlawful act of another person when the employee's injuries occur while he or she is acting within the scope of their employment. The act of maintaining order or of imposing discipline is an act within the scope of employment when it is being done at the direction of the District and within limitations imposed by the District.
- D. Employees who have the consent of the District to make use of an individual's personal property as a direct part of the instructional program shall be protected against loss of such property on account of fire, theft, or vandalism to a maximum amount of \$1000.00. Employees shall register such property with their supervisor to include its fair market value and have the supervisor's

signed consent to use such property before its use. Personal property of a value of less than \$25.00, which is lost on account of fire, theft, or vandalism, shall be at the risk of the employee.

- E. The District will pay the cost of Required training programs. Time spent in these and other required training programs will be compensated at the regular rate of pay or the overtime rate if applicable.
- F. The District shall hold employees harmless when employees make good faith reports of alleged child abuse by other staff to District Administrators, according to RCW 26A.400.317

## ARTICLE 16: HEALTH INSURANCE, AND VEBA

---

### Section 1: Health Insurance

- A. Effective January 1, 2020, the District shall contribute to the state School Employees Benefits Board (SEBB) the state-required employer contribution per eligible employee per month.
- B. The District shall provide basic and optional benefits through SEBB under the rules and regulations adopted by SEBB.
- C. Effective January 1, 2020, any employee who is on layoff or unpaid status may continue health insurance coverage pursuant to the federal COBRA program consistent with the requirements of the SEBB.

### Section 2. VEBA Medical Reimbursement

- A. To be eligible, the VEBA agreement must be adopted by the DESA group annually.
- B. The District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan (Plan) pursuant to RCW 26A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan because of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution on an annual basis and at retirement in accordance with the statute.
- C. VEBA shall be opened annually.

---

## ARTICLE 17: EDUCATION/COLLABORATION/INCENTIVE

---

### Section 1. Training Incentive

- A. A cumulative training incentive is available at a rate of \$135 per 20 clock hours up to a maximum total of 300 clock hours, or \$2,025 for all DESA employees. This incentive amount is added to the base pay annually and may increase each year up to the maximum depending on completed training. All training shall be approved by the employee's supervisor and may include college credit, conferences, and training for items related to the employee's work. College credits are calculated at one credit = 10 clock hours. Approved hours earned since September 2003 are eligible. Employees will receive an excel spreadsheet to record training and supervisors' signature. – this will be submitted to the business office by the 10<sup>th</sup> of the month and will be reflected in that paycheck.
- B. One academic quarter of approved college credit is equal to ten (10) hours.

---

## ARTICLE 18: SALARIES, WARRANTS, AND EMPLOYEE COMPENSATION

---

### Section 1. Salary Provisions

- A. Salary adjustment negotiated for DESA will be retroactive to September 1<sup>st</sup> of the school year in which salary adjustments were negotiated.
- B. Each employee shall be paid according to his/her proper salary step as outlined in Appendix A.
  - a) DESA employees receive hourly compensation.
  - b) Employees are employed on an annual basis, from September 1 to August 31 of each year.
  - c) The number of workdays for DESA staff is noted in their offer letter.
  - d) Employees completing a full year of service will advance one step on the salary schedule effective September 1.
- C. If during the life of this Agreement the Association should have good faith demonstrable belief that other bargaining units have received greater general wage increases than as provided in this agreement the Union may give sixty (60) days' notice and reopen the provisions of this agreement for the renegotiation of Schedule A
- D. Salaries contained in Appendix A shall be for the entire term of this Agreement and will be adjusted according to the state IPD.
- E. Should the date of execution of this Agreement be after the effective date, salaries shall be retroactive to the effective date.



- F. In the case of retroactive pay resulting from negotiations 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.
- G. In accordance with Washington State Law, all DESA employees shall be paid in twelve (12) monthly installments. Each warrant shall contain one-twelfth (1/12) of the obligated base salary, prorated for late hires or leaves of absence. Payroll warrants shall be deposited to the employee on the last banking business day of the month.

## Section 2. Corrections

- A. In the event of an overpayment of salary, correction shall be prorated among the remaining payroll warrants of the contract year. The correction for underpayment shall be made as soon as possible and no later than the last working day of the month following the underpayment, providing the error is made known to the accounting office ten (10) working days prior to payday. If it is not, then the correction will be made in the following month. Hardships resulting from either overpayment or underpayment will be resolved on an individual basis in consultation with the Business Office.

## Section 3. Overtime

- A. DESA employees will receive overtime pay for work performed beyond forty (40) hours per week. Overtime is calculated at a rate of one and a half times the employee's normal hourly rate. All overtime must be pre-approved by employee's supervisor.
- B. Hours worked beyond an employee's assigned hours, (section A) may be at the discretion of the employee and be taken as Overtime pay or Comp Time. Compensatory time must be taken within the same calendar year it is earned.
- C. According to the Fair Labor Standards Act, non-exempt classified employees may not work through their assigned break times or duty-free lunch periods (except in the event of an unusual situation or emergency). If an employee is called to work (on a non-emergency issue) during their duty-free breaks/lunch to perform tasks that could be done 30 minutes later, the entire time of break will be paid at the overtime rate.

## Section 4. Tax-Sheltered Annuities and Deferred Compensation

- A. An eligible employee may contract with the District to defer any portion of his/her compensation at his/her direction in a District approved tax-sheltered annuity programs, as defined in Section 403b and Section 457 of the Internal Revenue Code of 1986 and in compliance with all state and federal laws and regulations in force or as hereafter amended.

## Section 5. Separation

- A. All compensation owed to an employee who is leaving the District shall, upon request, be paid at the first pay period following his/her last working day.
- B. When the District offers bonuses for employees (not limited to early notification of departure) DESA will be offered the same amount as other employees within the classified service.

## Section 6. Campus Security Clothing Allowance

- A. Campus Security employee(s) will be provided a \$300.00 per year clothing allowance. This stipend will be paid on the September warrant each year.

## ARTICLE 19: HOLIDAYS

---

- A. All 260-day DESA employees shall receive thirteen (13) paid holidays annually. The (13) holidays are Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, and Independence Day.
- B. Employees who work less than 260 days will receive (10) paid holidays annually. The (10) holidays are Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, and Memorial Day. In addition, employees who work the week(s) of Juneteenth, Independence Day, and/or Labor Day will receive these paid holidays. Employees will receive a work calendar indicating the paid holidays.
- C. When any recognized holiday falls on a Saturday or Sunday, the preceding Friday or the Monday preceding or following the holiday shall be given as a holiday.
- D. Employees assigned by their supervisor to work on a Holiday shall be paid double time.

## ARTICLE 20: ASSOCIATION-DISTRICT COMMITTEES

---

### Section 1. Labor/Management Committee

- A. In the interest of attaining and maintaining a harmonious working environment, the Association and District agree to maintain a Labor/Management Committee (LMC) for the purposes of discussing topics of general or specific concern and problem-solving issues at the lowest level possible without circumventing the rights of members, the Association's right to file grievances or the right and proper use of negotiations by both parties.
- B. The LMC will meet at least quarterly and, if requested by members of the Labor or Management, may meet more often. The attendees shall include relevant representatives of

the District and relevant member representatives as well as the Association Representative and/or Labor Negotiator. Employees will be allowed paid release time to attend meetings.

## Section 2. School Calendar Committee

- A. Annually, a joint School Calendar Committee will be appointed by the Superintendent/designee which includes a District Employee Support Association member. The Association will be given time to obtain input from the membership, if needed, regarding calendar options. Should there be legislative changes that impact the school calendar, or should the District need to alter the work year to meet emergencies, the District agrees to meet with the Association to discuss the impact.

## Section 3. District Stakeholder Committee / Community Stakeholder Committee

- A. When the District initiates a Stakeholder Committee or a Community Stakeholders Committee, the District agrees that DESA will have a minimum of one (1) member on the committee for representation.
- B. If there are additional members based on categories of groups (ie: union, parents, teachers, etc.) of which DESA may or may not be included, they will also have that opportunity of representation.
- C. If other category groups have representation equal to more than one, then DESA will be provided an equal number of members as the other highest category group are allowed, never to be less than the one (1) member representation.

## ARTICLE 21: TERM, STATUS, AND SEVERABILITY OF PROVISIONS

---

- A. The term of this Agreement shall be September 1, 2021, to August 31, 2024. Insurance may be reopened each year of the agreement. The parties will reopen to bargain any non-salary legislative changes.
- B. This Agreement shall grant increment steps and salary improvement as provided by the state for classified employees for the term of the agreement.
- C. This Agreement shall supersede any rules, regulations, policies, individual contracts, resolutions, or practices of the District that shall be contrary to or inconsistent with its terms.

## ARTICLE 22: ATTEST

---

In witness whereof, the parties have executed their Agreement the day and year written below.

### **Recommended**

---

DESA President

---

District Representative

---

Date

---

Date

---

DESA Vice President

---

District Representative

---

Date

---

Date

### **Approved**

---

DESA President

---

Board of Education President

---

Date

---

Date

## APPENDIX A :: 2022-2023 Salary Schedule

### 2022-2023 Salary Schedule

STEP	Specialist I	Child Nutrition Services Specialist, Accounting Clerk	Campus Security	HR Assistant and Records Clerk, Payroll Clerk	Fiscal Specialist	Educational Support Specialist, Public Records Assistant	Technology Support Technician	PIO, McKinney Vento/Foster Liaison, Senior Educational Support Specialist	Human Resources Specialist, Payroll HR Specialist; District Assessment & SIS Manager	Network Technician	Operational Technology Manager	Directors of Maintenance, Technology and Transportation
1	20.62	24.05	24.66	25.28	30.90	30.26	32.06	31.22	35.43	37.00	40.20	44.99
2	21.04	24.53	25.16	25.78	31.52	30.87	32.70	31.84	36.13	37.74	41.00	45.89
3	21.46	25.02	25.66	26.30	32.15	31.48	33.35	32.48	36.86	38.50	41.82	46.81
4	21.88	25.52	26.17	26.82	32.80	32.11	34.02	33.13	37.59	39.27	42.66	47.75
5	22.32	26.03	26.70	27.36	33.45	32.75	34.70	33.79	38.35	40.05	43.51	48.70
6	22.77	26.55	27.23	27.91	34.12	33.41	35.40	34.46	39.11	40.86	44.38	49.68
7	23.22	27.08	27.77	28.46	34.80	34.08	36.10	35.15	39.90	41.67	45.27	50.67
8	23.69	27.63	28.33	29.03	35.50	34.76	36.83	35.86	40.69	42.51	46.18	51.68
9	24.16	28.18	28.90	29.61	36.21	35.46	37.56	36.57	41.51	43.36	47.10	52.72
10	24.65	28.74	29.47	30.21	36.93	36.16	38.31	37.31	42.34	44.22	48.04	53.77