

***COLLECTIVE BARGAINING
AGREEMENT***

Between

Shelton School District #309

And

Shelton Educational Office Professionals

September 1, 2022 – August 31, 2024

SHELTON EDUCATIONAL OFFICE PROFESSIONALS

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This agreement is made and entered into by and between the Shelton School District No. 309's Board of Directors (hereinafter called the "Board", "District", or "Employer") and the Shelton Educational Office Professionals (hereinafter called the "Association").

ARTICLE 1 - ADMINISTRATION

SECTION 1 - RECOGNITION

The District hereby recognizes the Shelton Educational Office Professionals, hereinafter referred to as the Association, as the exclusive bargaining representative for all persons regularly employed by the District in secretarial or clerical positions, excluding any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the executive head of the Board of Directors pursuant to RCW 41.56.030(2). The Association (SEOP) is an affiliate of the Washington Education Association/National Education Association (WEA/NEA).

The term "employee" as used in this Agreement shall mean all persons employed by the District who are represented by the Association.

Unless the context in which they are used clearly requires otherwise, words used in this Agreement shall include both masculine and feminine and words denoting number shall include both the singular and plural.

SECTION 2 - CONFORMITY TO LAW

- A. 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, 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. For the purposes of this section, being found contrary to law includes rulings from a court of law, the Attorney General, and the Public Employment Relations Commission.
- B. In the event a provision(s) is determined to be contrary to law, as stated above, such provision shall be renegotiated. Negotiations shall commence within two (2) weeks after a request for negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

SECTION 3 - DISTRIBUTION OF AGREEMENT

Following ratification of this Agreement, the District and Association shall design and print its content. The cost of printing the Agreement shall be borne equally by both parties. The Association shall distribute to all employees copies of this Agreement. Ten (10) additional copies shall be provided to both parties. All employees new to the District shall be provided a copy of the Agreement by the District.

There will be two (2) signed copies of the final Agreement for the purpose of records. One will be retained by the Association and one by the District.

SECTION 4 - STATUS OF THE AGREEMENT

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

This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties.

ARTICLE II – ASSOCIATION BUSINESS

SECTION 1 – ASSOCIATION DUES

A. **Dues Deduction:** The Association, which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this collective bargaining agreement, shall have the right to payroll deduction of membership dues, assessments and fees for its members. By August 25, or as soon as available each school year, the Association shall give the District written notice of the dollar amounts for membership dues and representation fees to be deducted during the school year under payroll deduction and a list of current members to which these deductions apply. The Association will provide the District with updated lists of employees to whom these deductions apply as appropriate. The Association will provide timely notice of any change to the list of authorized members. Changes to the deduction amounts shall require a minimum of thirty (30) days written notice. Dues deductions shall be withheld in twelve (12) equal monthly installments for returning employees and ten (10) equal monthly installments for new employees. Dues deductions shall be prorated for employees hired after the start of the school year or those who terminate employment prior to the end of the school year. The District shall transmit all dues and fees deducted to the Association on a monthly basis and shall inform the Association of new hires as soon as possible but no later than thirty (30) days from the date of hire. The Association shall hold the District harmless from any liability caused by the administration of Article II, Section 1 (A) including the cost of defense for any claims related to the same.

Any deductions for political contributions shall be separately authorized in writing and submitted to the District by the employee on forms that comply with WAC 390-170-100. These deductions for political contributions may be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.

During each month of the school year, the District shall provide the Association an itemized account of all money deducted for dues, accompanied by a list of names of those employees for whom

payroll deductions were made. The Association shall refund to the District any amounts paid in error.

- B. **Membership Forms:** Membership enrollment forms will be provided to each new employee at the time of hire. In the event an Association member is granted a leave of absence without pay, the dues authorization shall be temporarily suspended and reactivated upon the employee's return to work following the leave of absence.

SECTION 2 - ASSOCIATION RIGHTS

- A. The Association and its representatives have the right to use District buildings for meetings and to transact Association business provided, however, such meetings be scheduled with the appropriate administrator and shall not have precedence over routine educational use or over previously scheduled use by other agencies.
- B. Representatives duly authorized by the Association to participate during working hours in negotiations, grievance procedures, conferences or meetings with representatives of the District shall suffer no loss of pay but nothing contained herein shall be construed to require such activities to be scheduled during regular school hours.
- C. The District, upon request, shall furnish at cost to the Association previously compiled and reasonable information concerning the financial resources of the District, including but not limited to, annual financial reports and audits, budgeting requirements and allocations, agendas and minutes of all Board meetings and such information as may be legally deemed public information regarding student enrollment and employee names and work locations. A single copy of the following documents shall be furnished to the Association at no cost:
- * District Directory
 - * Annual financial report
 - * Annual budget
 - * Staff postings of openings
- D. The District shall provide a list of new employees to the Association annually, prior to the District Benefit Fair or the first day of school, whichever occurs first, and upon request.
- E. The Association shall have the right to use District communication systems (i.e. phones, mailboxes, e-mail and bulletin boards) to circulate information to bargaining unit members. Permission of the District and the Association shall be required prior to allowing outside labor organizations to use district communication systems for the purpose of communicating with bargaining unit members.
- F. The Association shall be given a table at the annual District Benefit Fair or similar District event to present the CBA and other Association programs and benefits to all employees within the bargaining unit. The time shall be considered Association time for up to two members. Other employees will not be compensated by the District for their attendance.

- G. Association representatives shall meet with the Director of Human Resources at least quarterly, or when requested by either party, to review and discuss current issues and practices in the administration of this contract and any other issues of concern to either party. Such meetings shall not be convened for the purpose of negotiating. Association representatives shall suffer no loss in pay, and will be afforded coverage for the duration of said meeting(s).

SECTION 3 - PROBATIONARY PERIOD

All newly hired employees will be placed on a six (6) working month probationary period from the date of hire. During this period of probationary employment, probationary employees may be terminated as exclusively determined by the employer. Probationary employees will be notified of termination in writing. Employees under the probationary period shall be entitled to all benefits of the regular employees. Employees who continue in the service of the employer after they have completed their probationary period and fingerprint background checks shall receive full seniority credit from the beginning of the probationary period.

SECTION 4 - LAYOFF AND RECALL

- A. The District retains the right to determine the size of its work force and thereby the number of employees in this bargaining unit. In the event of layoff, the Board shall prepare a seniority list and provide written notice to all affected employees at least twenty (20) District working days prior to the time the layoff would occur.
1. Layoff shall be by seniority, the least senior employee first, unless specific individual skills are found to outweigh seniority. Seniority shall be defined as the length of service within the District.
 2. In the event of more than one (1) individual employee having the same seniority ranking, all employees so affected shall participate in the drawing by lot to determine the position on a seniority list. The Association and all employees so affected shall be notified in writing of a date, place and time of drawing. The drawing will be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.
 3. As discussed above, specific individual skills include training and expertise in associated student body (ASB) funds, job-associated language skills, or expertise in bus-routing technology. Additional specific individual skills essential to the District's operations shall be designated in consultation and in agreement with the Association.
 4. Lack of availability of lateral paygrade reassignment. If a represented employee whose current assignment is below the vacated position and is reassigned into the higher paygrade position, then they will receive the higher pay rate. Any bargaining unit member who is reassigned to a position in a lower pay grade shall not suffer any loss of pay and will retain their current paygrade level during and after any reassignment, whether voluntary or involuntary.
- B. Substitute coverage during furlough or layoff. Bargaining unit members on furlough or

layoff status shall be placed into the substitute pool and will be given first preference for coverage when substitutes are needed.

- C. Recall Procedure. Laid-off employees shall be placed in a reemployment pool. Rehiring from this pool to existing vacancies shall be made on the basis of seniority unless the specific individual skills (as defined in A(3) and in consultation with the Association) are found to outweigh seniority. No new employees shall be hired to fill existing vacancies until the pool has been exhausted.
- D. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said employee at his/her last known address. The employee's address as it appears on the Board's record shall be conclusive when used in connection with layoffs, recall or other notice to the employee. It is the employee's responsibility to maintain a current name, address, and phone number with the District.
- E. Any employee so notified shall have five (5) business days from the date of mailing to accept the offered employment. If the offer is not accepted, the employee shall be removed from the employment pool. Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years.
- F. All benefits to which an employee was entitled, at the time of his/her layoff, including unused accumulated sick leave, will be restored to the employee upon his/her return to active employment and the employee will be placed on the proper step of the salary schedule according to the employee's experience.

SECTION 5 - DUE PROCESS

- A. **Discipline:** No employee shall be disciplined without just cause. Progressive discipline steps shall include verbal warning, written warning/letter of instruction, written reprimand, suspension without pay, and termination as a last and final resort. Documents identified as written reprimand, suspension or terminations shall be placed in the employee's personnel file. The specific grounds forming the basis for disciplinary action shall be made available to the employee and the Association in writing. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action. Disciplinary steps may be skipped when serious and compelling circumstances warrant, depending on the nature of the issue. The Association shall be promptly notified by the District of any disciplinary actions taken against any employee.
- B. **Right to Representation:** Employees shall be entitled to have present a representative of the Association during any meeting which the employee reasonably believes could result in discipline. When a request for representation is made, no action will be taken with respect to the employee until a representative of the Association is present. District administrators shall advise employees of their right to representation prior to conducting an investigatory or disciplinary meeting with the employee.

SECTION 6 - EMPLOYEE RIGHTS

- A. The private and personal life of any employee is not within the appropriate concern or attention of the District unless it negatively affects the employee's work performance.
- B. The provisions of this Agreement shall be applied without regard to Association membership, domicile, race, creed, religion, color, national origin, gender, age, marital status, military status, sexual orientation, political activity or the presence of any sensory, mental or physical handicap except as required in accordance with this Agreement or as otherwise provided by law.

SECTION 7 - PERSONNEL FILE

Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, copies of any documents contained therein shall be provided the employee at the employee's expense. No secret, duplicate, alternate, or other personnel file shall be kept anywhere in the District; however, the Association recognizes that working files properly exist. File review shall be in the presence of a District official.

No derogatory material shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own written comments. Derogatory or disciplinary material may be removed upon review by the supervisor and Human Resources Director from the file at the employee's written request after a period of two (2) years providing that it is not related to sexual misconduct, verbal abuse, or physical abuse as per WAC 180-88 and any crimes against children.

SECTION 8 - EMPLOYEE PROTECTION

The District will hold harmless and defend each employee from claims and damages caused or alleged to have been caused in whole or in part by an employee while working within the scope of his or her duties as an employee of the District.

When administrators are absent from their work places, they will inform their secretary of how they can be contacted or who is to be the administrator's certified designee in charge.

SECTION 9 – POSTINGS, ASSIGNMENTS, TRANSFERS AND PROMOTIONS

- A. All open positions will be posted on the District's website. Openings within the SEOP bargaining unit will be posted for a minimum of seven calendar (7) days. Employees who apply for open positions within the bargaining unit shall be granted an interview and may request a post-meeting if not selected.
- B. When a current bargaining unit employee applies for and is offered a position within this bargaining unit that is at a higher pay level than the employee's current pay level, the District will discuss step placement with the employee at the time of a job offer.

- C. The right to assign and reassign employees is retained by the District. Involuntary reassignments shall not be made if they would cause the employee to work in a lower paid salary classification, unless requested by the employee.
- D. An involuntary transfer shall be made only after a meeting between the employee involved and the appropriate supervisor, at which time the employee shall be notified of the reason thereof.
- E. In the event a position within the District is reclassified into this Bargaining Unit, with no fundamental change in duties, said employee shall retain all prior District experience for salary placement purposes.

SECTION 10 - WORKING CONDITIONS

- A. **Standards:** The District shall provide safe and non-hazardous working conditions for employees at their place of employment in accordance with OSHA and the WISHA Standards for public sector education employees. The District shall comply with health and safety regulations and respond to unsafe or hazardous conditions accordingly. The District shall take reasonable measures to provide an appropriate working and learning environment for employees and students.
- B. **Procedure:** Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being. Employees believing that a condition is unsafe or hazardous shall notify the building principal or appropriate supervisor in writing, stating the safety concerns. The building principal or shall acknowledge receipt of concern within one (1) working day, and respond to such notification with a plan or expectation for resolution within three (3) working days. If the unsafe or hazardous condition relates to the potential infection or spread of the of the Novel Coronavirus 19 (“COVID-19”) the District will provide notifications in an expedited manner. The District takes behaviors and actions which are in conflict with district policy and procedure towards its employees seriously and will respond to such reports in an expedited and appropriate manner.
- C. **Remote Work/Work Place Closure:** Should the District determine that remote work is appropriate or necessary due to safety concerns, weather-related conditions, or other District needs, Bargaining Unit members will work remotely. Remote work arrangements may also be made per agreement with immediate supervisor. Remote work shall continue until the District determines that the safety concerns, weather-related or workplace conditions, are resolved. Remote work and virtual office hours shall count as part of bargaining unit members’ calendared work year. The District will work cooperatively, and in consultation with the Association, with Bargaining Unit Members to provide accommodations and hardware for remote work, as needed.
- D. **Student Discipline:** The District shall support and assist employees in maintaining control and discipline provided employee actions are in conformity with District policy. Employees may use reasonable measures with a student as is necessary to protect him/herself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury. Affected employees shall be informed as soon as possible and

no later than five (5) working days after the information is available, of students who have known behaviors that could present a safety problem to other students or staff.

- E. **Student Supervision and Discipline:** Office Professionals shall not be expected to act as part of a discipline response team. The District will assign an administrator, certificated employee, or other district employee to address behavior management. These employees will be made available during/throughout the workday to address all student discipline or behavior problems.
- F. **Before-After School Hours:** Outside agencies are expected to provide their own clerical and supervisory support. Supervision of students before/after employee work hours shall not be the responsibility of an Office Professional.
- G. **Student Medication:** No employee shall be requested or required to dispense or administer medication unless voluntary and in accordance with state law and after having received appropriate training. The District shall make available training in First Aid and CPR without cost to all employees who hold a position in which it is required.
- H. **Health Room:** Health room supervision coverage is not a regular portion of any Association member's job duties. No bargaining unit member should be required or expected to provide health room coverage or care during any part of the work day, unless voluntary and with appropriate training.
- I. **Damage:** The District will not hold an employee financially responsible for damages caused or alleged to have been caused by an employee while working within the recognized scope (such as district policies, standard operating procedures and safety regulations) of his or her duties as an employee of the District.

SECTION 11 - EMPLOYEE EVALUATIONS

- A. All monitoring or observation of the work performance of an employee shall be continuous. An employee shall be given a copy of any evaluation report prepared by his/her evaluators. Employee's signature on such report shall signify only that he/she received the evaluation report.
- B. Employees shall be evaluated annually by their immediate supervisor at least two (2) weeks before the end of the individual's working year in accordance with the following procedures.
 - 1. Such evaluation shall be issued in the name of the immediate supervisor based on all data and work performance on a daily basis.
 - 2. Such evaluation shall be addressed to the employee.
 - 3. Such evaluation shall be written in objective and/or narrative form and shall include where pertinent:
 - a. Strengths of employee.
 - b. Weaknesses of employee.
 - c. Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

4. The employee will have the right to attach a written rebuttal to the evaluation form.
5. A final evaluation conference will be held within five (5) working days following receipt of the final evaluation.
6. The substance of evaluation shall not be subject to grievance or arbitration.

SECTION 12 - JOB DESCRIPTIONS

Current job descriptions will be provided to employees anytime upon request. If an employee feels that his/her job description does not accurately reflect actual job duties, the employee may provide input to their supervisor, who will then determine if changes should be made before presenting it to the HR Department.

SECTION 13 - TRAINING/IN-SERVICE

The District will provide up to \$200.00 per employee each year for District approved, work related conferences, workshops, in-service training and college level classes. The District will provide training/in-service for increases in responsibilities and/or upgrades in technology. Funds may be pooled for use by the members at the discretion of the unit and with District approval. The general deadline for requests will be June 15th, however, in exceptional circumstances will be accepted through August 31st.

ARTICLE III - SALARIES AND BENEFITS

SECTION 1 - SALARIES AND SALARY PLACEMENT

- A. Salaries for employees subject to this Agreement are contained in Appendix A. Increment steps shall take effect on the first day of each work year. An employee shall receive increment credit advancement when employed by March 1. Employees' annual salaries shall be paid in accordance with current practice. The payment of salary for each employee shall be on the last calendar day of each month, excluding Saturday or Sunday or holidays. Deposit of salary shall be in accordance with current practice.
- B. Longevity stipends shall be paid to employees with experience as classified employees in the State of Washington as noted below. Washington State experience shall be verified through the Washington State Retirement System.

5 years:	.40/hour
6-9 years:	.60/hour
10-14 years:	.70/hour
15-19 years:	.90/hour
20-24 years:	1.05/hour
25+ years:	1.15/hour

- C. A substitute employed in a secretarial or clerical position for more than 20 days within the current school year and who continues to be available for employment as a substitute shall:
- c.1 Become eligible for bargaining unit representation.
 - c.2 Be paid from the 21st day and for all days following within the year qualified at 100% of step one of the wage scale for that position.
 - c.3 Be exempt from the following:

Article II, Section 2 - Association Rights; Section 3 - Probation; Section 4 - Layoff and Recall; Section 5 - Due Process; Section 9 - Assignments, Transfers, and Promotions; Section 11 - Employee Evaluations; and Section 13 - Training/In-Service.

Article III, Section 1A, 1B, 1D, – Salaries and Salary Placement; Section 3 - Insurance Benefits (unless otherwise dictated by SEBB regulations); Section 4 - Leaves of Absence; Section 6 – Holidays/Personal Time; Section 7 - Vacations; Section 8 - Reclassification; and, Section 9 - VEBA
- D. Degree stipends will be paid to employees at the following amounts:
- \$30.00 per month for an AA degree or 90 credits
 - \$60.00 per month for a BA degree
- E. Any Office Professional in the bargaining unit who has been designated by the District and is required to provide interpretive services for more than ten days per month outside of their area of responsibility (e.g., providing interpretive services for parents/families from other schools or departments) shall receive a yearly stipend of \$1,250, prorated by the month. If the assignment is for a whole school year, \$1,250 will be spread out over a 12-month period. The \$1,250 stipend is intended for providing services outside of the designated employee's work area or school; therefore, if such outside service is no longer needed, the stipend would cease. If interpretive services are needed by said employee after normal work hours, Article III, Section 5 applies (overtime for callback and/or making/receiving calls from home).

SECTION 2 - TRANSPORTATION REIMBURSEMENT

- A. When acting in accordance with assigned duties or when required to travel from one building site to another in his/her own private vehicle during working hours, an employee shall be reimbursed for such travel at the prevailing state rate in effect at the beginning of each school fiscal year.

SECTION 3 - INSURANCE BENEFITS

- A. The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance programs as required by law for all employees who meet the eligibility requirements outlined below.

As of the signing of this CBA, employees that the District determines are reasonably anticipated to work six hundred and thirty (630) hours during a school year qualify for SEBB coverage.

- B. An employee on authorized leave may elect, provided the insurance policy so allows, to keep insurance coverage in effect prior to the leave.
- C. Information on SEBB benefits and eligibility are available on the SEBB website at www.hca.wa.gov/employee-retiree-benefits/school-employees. Employees with questions regarding SEBB eligibility may contact the District Payroll Department.

SECTION 4 - LEAVES

Sick Leave: The employer shall grant leave with pay and accruing seniority for bona fide illness of an employee, to the extent of one (1) day for each month of service of any employee, provided however, that such sick leave earned shall be limited to twelve (12) days in any one (1) year. Unused sick leave shall accumulate to a maximum of 180 days; provided however, employees who work more than 180 days are allowed to accumulate sick leave according to the length of their work year (i.e., 240 day employees are allowed to accumulate 240 days sick leave). Unused sick leave shall lapse in the event of discharge or voluntary resignation. Nine-month employees shall be allowed 10 days sick leave per year.

This leave may be applied to absences covered by illness, injury, or emergencies. Sick leave may also be used to care for a child of the employee that requires treatment or supervision or for a family member or member of the household who has a serious health or emergency condition. When use of leave can be anticipated (child birth, adoption, surgery) the employee shall provide reasonable notice of the expected dates of absence.

In cases of excessive absence due to sickness, the employer may require that the employee furnish a statement from a duly licensed physician, provided however, the District will pay all costs of medical verification beyond the employee's insurance coverage.

At the end of each year, the District will provide each employee with an accounting of their accumulated sick leave and all transactions concerning their sick leave days within that time period.

Sick Leave - Adjustment for Worker's Compensation: For a period of absence from work due to injury or occupational disease resulting from District employment, the employee shall file an application for worker's compensation in accordance with the State Law.

If the employee has accumulated sick leave credit, the District shall pay the difference between his time loss compensation and his full regular salary unless the employee elects not to use his/her sick leave, provided that it is the responsibility of the employee's District to make available a written explanation of such elective.

*** Incentive Program:** Employees may cash out unused sick leave in accordance with RCW 28A.58.096. Cash out of this leave shall be administered in accordance with all applicable rules and regulations at the time cash out is occurring. At the time of this writing that provides that employees may cash out sick leave in January of any year provided the employee has over sixty days of earned sick leave by January 1, and has used less than twelve days of sick leave during the preceding calendar year. The employee may cash out the number of sick leave days, less than twelve, not used during the preceding calendar year, provided the employee will still have at least sixty days of earned sick leave after the cash out. The cash out provides one day of pay for each four days of accrued sick leave cashed out. The employee's sick leave accumulation shall be reduced four days for each day compensated.

As provided by RCW 28A.58.096 employees may cash out unused sick leave at the time of retirement or death. This cash out shall be administered in accordance with all applicable rules and regulations at the time the cash out is occurring. To qualify under the retirement provisions, the employee must be certified and qualified for retirement payments under an applicable state retirement system as certified by the retirement system. At the present time, this cash out system will provide the employee or the employee's estate compensation at a rate equal to one day's current monetary compensation of the employee for each four full days accrued sick leave. (Note: Some accrued sick leave can also be used to establish service credits for the retirement system. Sick leave cannot be used both to establish service credits and to receive a cash out.)

* For the purposes of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teacher's Retirement System (WSTRS) or Public Employees Retirement System (PERS).

Emergency/Personal Business Leave: Employees will be granted emergency/personal business leave with pay in the case of compelling personal business or family emergencies, limited to no more than seven (7) days per year. This leave will be deducted from sick leave.

Leave Incentive (sick, emergency and personal leave): Employees who have earned at least 6 days of leave during the school year are entitled to a reimbursement according to the following criteria:

- No leave used during the school year -- \$300
- No more than 1 day used during the school year -- \$200
- No more than 2 days used during the school year -- \$150

Payment for this incentive will be automatically included in the employee's final paycheck as follows:

- 9 month employees – July payroll
- 12 month employees – September payroll

Bereavement Leave: Five days bereavement leave shall be granted for each death in the employee's immediate family or immediate household. Bereavement leave shall be granted with no deduction from absent employee's sick leave.

The immediate family shall be defined as parent (including in-laws), spouse, sibling, child, significant person in the employee's life, foster relationships, aunt, uncle, niece, nephew, grandparents and grandchildren of the employee or the employee's spouse. The immediate

household shall be defined as all people living in the same family unit, not necessarily relatives.

One day bereavement leave shall be granted for the death of a person of close personal ties with no deduction from the employee's sick leave. Extensions of up to four days shall be allowed and deducted from the employee's sick leave.

Notice of intent to use bereavement leave shall be given as it is for illness, injury and emergency leave.

Judicial Leave: In the event an employee is summoned to serve as a juror, or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. In the event that an employee is a party in a court action, such employee may request a leave of absence without pay. The employee shall retain any expense reimbursement received from the court.

Association Leave: The District shall provide up to eighteen (18) days of release time to the Association for Association-related professional business during the school year. In all cases the request for release time must be made and approved by the supervisor at least two (2) work days prior to its intended use.

Extended Leave: The District, with Board approval, may grant an employee an unpaid leave of absence from his/her position without loss of seniority for a period not to exceed the remainder of a school year and the next full year. Leave of absence requests shall be made only for serious health problems or compelling personal reasons. Requests for all leaves of absence must be in writing and submitted to their immediate supervisor ten (10) days prior to the next scheduled school board meeting. An unpaid leave of absence shall not be allowed until all annual leave credits have been used.

Each request for extended leave shall be responded to in writing within ten (10) calendar days after the school board meeting following receipt of the request.

Notice of Change of Status: It is the responsibility of the employee to notify the Superintendent in writing of any changes that will impact the employee's status within the District while on extended leave. By April 15, the District will send notification of intent to return to all employees on extended leave. Employees must notify the District by May 15 if the employee plans to return for the following year. If notice is not received by May 15, the District will consider that the employee has resigned.

Washington State Paid Family and Medical Leave (PFML): 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 of 820 hours within the past calendar year. **Employees may choose to use PFML prior to exhausting other paid leave options and will not be required to exhaust sick leave prior to accessing PFML. PFML may be used consecutively with the employee's other paid leave entitlements, at the employee's discretion.**

Upon request, employees can also use accrued paid leave to ‘top off’ Washington State Paid Family Medical Leave so that the employee receives the equivalent of their regular salary. Employees wishing to do so must communicate with Payroll prior to taking such leave. To receive pay for accrued leave in addition to PFML, employees will first submit documentation to the District demonstrating the amount of pay the employee is receiving in PFML, so that the District can calculate the difference in pay and deduct it from accrued sick leave.

When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

This section is subject to change in accordance with any future changes in the law regarding PFML.

Family Medical Leave Act (FMLA): In addition to other leave provisions provided in this Agreement, employees shall be eligible for leave in accordance with the Family and Medical Leave Act. The Family Medical Leave Act (FMLA) entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to twelve workweeks of leave in a 12-month period for:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee’s spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on “covered active duty;” **or**

Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember’s spouse, son, daughter, parent, or next of kin (military caregiver leave).

SECTION 5 - HOURS OF WORK AND OVERTIME

An employee’s workday shall be as assigned by the District. Whenever an employee holds a position requiring five (5) or more hours of work per day, the employee shall have a minimum of one-half (1/2) hour and a maximum of one (1) hour for lunch. The employee is not required to remain at his/her workstation during the duty-free lunch period. Employees are entitled to a 15 minute rest break in the middle of each four hour shift worked. Employees working a shift of 6 consecutive hours or more shall be entitled to two 15 minute rest breaks in addition to the meal break. Employees returning to District employment from the prior school year will be given notice annually of their anticipated number of days of work.

Hours worked in excess of forty (40) hours in any seven (7) day week shall be paid for at time and one-half of the employee's rate of pay. Work performed by regular employees on Saturday whose work schedule is Monday through Friday shall be paid for at one and one-half (1-1/2) times the regular rate of pay. Work performed on Sunday shall be paid for at one-and-one-half

(1-1/2) times the regular rate of pay. Overtime compensation shall be in accordance with FLSA Standards.

The building administrator or immediate supervisor shall pre-approve all overtime with the exception of an emergency situation.

Compensatory time will be accumulated at 1½ hours for each overtime hour worked. Compensatory time accumulated must be used or submitted for overtime pay within two months of accumulation. Any use of compensatory time must be pre-approved by the building administrator or immediate supervisor. Compensatory time shall be recorded on the compensatory time sheet and signed by the employee and employee's immediate supervisor. Compensatory time must be zeroed out before the end of the individual's school year and cannot be carried from one school year into the next school year. All compensatory time records must be submitted by August 31 of each year for an audit.

An employee, upon approval by the employee's immediate supervisor, shall be granted the use of flexible time schedule. Flexible time will not be granted if it adversely affects the work of the department.

Whenever schools are closed because of bad weather, SEOP employees are not required to report for work. Part-year employees will work on the re-scheduled school days; year-round employees will not be required to make up the missed time nor will they incur a loss of pay per school board policy. If part-year employees are allowed by building administration to work when schools are closed because of bad weather, the employee's normal work schedule during the summer will be shortened by one day for each day worked.

An employee called to work on his/her day off or called back to work after having completed his/her work day shall receive a minimum of two (2) hours pay at the overtime rate.

Any employee asked by a supervisor to make phone calls from home or who must make phone calls from home in a situation pre-determined with the supervisor who spends more than 15 minutes of time will be allowed comp/flex time in accordance with Article III, Section 5.

The District may designate certain periods of time where certain employees will work four (4) ten (10) hours days per week.

SECTION 6 – HOLIDAYS/PERSONAL TIME

The following days shall be considered paid holidays and shall be paid for regardless of which day of the week they may fall, provided the holiday occurs during the employee's work year. If a holiday falls on a Saturday or Sunday, the employer shall retain the right to designate time off on Friday or Monday in lieu of an additional day's pay. To qualify for a paid holiday, an employee must work or be on paid leave their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, and not be on a leave of absence. Employees shall receive pay for their normal work shift hours at their base rate for the holiday.

- | | |
|---|-------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day (3rd Mon. in Jan.) | Veteran's Day |
| President's Day (3rd Mon. in Feb.) | Thanksgiving Day |
| Last Friday of Spring Vacation | Day after Thanksgiving |
| Memorial Day | Day before or after Christmas |
| Independence Day | Christmas Day |

Pay Rate for Holiday Work: If any work is performed on such holiday, compensation shall be paid at time and one-half. Employees called to work on a holiday shall receive a minimum of two (2) hours pay.

Personal Leave: For less than year-round employees, one (1) day of personal leave shall be front loaded as an additional leave day. The personal day may be used at the employee's discretion; to be pre-arranged with the building administrator.

SECTION 7 - VACATION

Twelve-month employees shall receive vacation days in accordance with the following schedule:

<u>No. Years</u>	<u>Annual Vacation Days</u>
1	10
5	15
10	20
15	25
20	30

Up to 30 days of unused vacation may be carried forward from one contract year to another. If the employee is not able to reduce their vacation balance to 30 days by August 31, up to five (5) vacation days may be cashed out, payable with the September pay warrant.

Whenever these vacation days are converted to hours, the conversion shall be on the basis of the employee's normal daily work schedule at the time the vacation days are accrued.

Vacation days are in addition to established paid holidays.

A maximum of 30 days of vacation may be accrued. Vacation accrued at the time of separation from employment shall be paid up to a maximum accrual of 30 days.

Vacation may be taken when approved in advance in writing by the employee's immediate supervisor. Vacation should generally be taken when it will least interfere with the work of the department.

Any employee who is on vacation status and becomes incapacitated through illness, accident, or hospitalization shall have the right to revert to sick leave status. In such cases, the employee shall furnish a statement from a duly licensed physician.

In determining the employee's length of service for vacation purposes, total length of service within the District shall be used. Less than twelve-month employees shall earn vacation accrual pay on a pro-rated basis using the following schedule:

<u>Years</u>	<u>Vacation Accrual</u>	<u>Days per Month</u>
1	10 days	.833
5	15 days	1.25
10	20 days	1.67
15	25 days	2.08

The following schedule is used to determine the number of months worked for vacation accrual pay:

<u>Days Worked</u>	<u>Months Worked</u>
180 - 190	9 months
191 - 210	10 months
211 - 239	11 months
240+	12 months

Example: Employee has worked for the District for 5 years and works 6 hours per day for 185 days per year. (1.25 x 9 = 11.25 days @ 6 hours)

The amount shall be added to their base pay and paid equally over a 12-month period. However, the vacation accrual pay shall be reported separately from the employee base pay for purposes of salary calculation and comparisons.

SECTION 8 - RECLASSIFICATION

The District and the Association mutually agree to create a vehicle for the Association to change classification language in the CBA and/or qualify Association members to reclassify their position to a higher level utilizing the position levels found in Appendix A. This section may be used in the alternative to informal discussions between the Association and the District regarding appropriate classifications.

1. A committee of up to two (2) SEOP representatives and at least two (2) administrators, one of which will be the HR director, will be considered the Reclassification Committee.
2. The procedure for position reclassification shall be as follows:
 - a. The Association member will notify Association President of their need for level reclassification.

- b. The Association will provide a cover form to the Association member along with their current job description and definition of duties for each level.
- c. The Association member will write a description that accurately reflects their day-to-day duties. The description, along with the cover form and current job description will be considered the Request to Reclassify Packet. Once completed, said packet will be submitted to the following:
 - i. One (1) copy to immediate supervisor
 - ii. One (1) copy to Human Resources Director
 - iii. One (1) copy to the Finance Director
 - iv. One (1) copy to Association President.
- d. Upon receipt of the Request to Reclassify Packet, the appointed Reclassification Committee members shall convene within twenty (20) school days to review the request for reclassifications and either make recommendations or request to interview specific individuals to determine need for reclassification. Should a request for interview be needed, it will be scheduled within twenty (20) school days.
- e. Should position reclassification be granted, the Reclassification Committee will determine the start date for the new classification.

SECTION 9 – VEBA

The District has adopted the VEBA Medical Reimbursement Plan (the "Plan") and agrees to make contributions to the Plan on behalf of all employees in the group who are eligible to participate in the Plan. Each eligible employee must submit all required enrollment information to become a Plan participant and be eligible for benefits under the Plan. Employees who fail to complete the appropriate enrollment information waive their right to plan participation, including the forfeiture of any right to sick leave cash out (to the extent permitted by the Plan) and health benefit VEBA mitigation. The Association shall notify and reauthorize such agreement with the District annually consistent with Internal Revenue Service regulations.

District VEBA contribution: The District shall contribute **\$75.48** each month per bargaining unit employee to each employee's VEBA account. In the event such Plan is determined to be impermissible, either by the Internal Revenue Service or the School Employee Benefits Board, the District will immediately cease to contribute to the Plan, and the parties will meet to bargain the impacts.

ARTICLE IV - GRIEVANCE PROCEDURE

SECTION 1 - DEFINITIONS

A grievance is defined as an alleged violation of a specific section of this Agreement. A grievance shall be only for an act or event which actually occurred.

A grievant is defined as an employee with a grievance.

Days shall mean District work days.

SECTION 2 - GENERAL GRIEVANCE PROCEDURES

Grievances shall ordinarily be processed during the regular work day and release time shall be provided without loss of pay or benefits for all participants in the investigating and processing of grievances including the grievant(s), Association representatives and witnesses.

No reprisal shall be invoked against any employee for processing a grievance or participating in any way in the grievance.

Provided the employee and the immediate administrative supervisors agree and the section grieved is not within the purview of the supervisor, Step One and/or Step Two of the grievance procedure may be bypassed and the grievance brought directly to the next step.

The grievance form found in Appendix C shall be used for the filing of grievances. The form shall include the following: the specific section of the agreement section allegedly violated; the date the grievance occurred; a description of the event(s) giving rise to the grievance; the results of the previous step in the grievance procedure (if applicable); the name of the aggrieved person, the proposed remedy or remedy for resolution of the grievance.

A single grievance claim may be initiated at Step Three in the interest of a group of employees having a common complaint.

The administration and the employee(s) will cooperate with each other in the investigation of any grievance, and further, will furnish such reasonable information related to the grievance as is requested for the processing of any grievance.

SECTION 3 - GRIEVANCE STEPS

A grievance claim shall be processed as rapidly as possible. If the district fails to respond within the designated timelines, the grievance may be advanced to the next step.

Step One: As it is most desirable for an employee and immediate administrative supervisor to resolve problems through free and informal communication, the employee and supervisor shall attempt to do so. However, should such informal process fail to satisfy the claimant, then a grievance may be processed through the following steps.

Step Two: If, after Step One, the employee feels such would be justified, a formal written grievance may be filed with the administrative supervisor. Such filing must be within twenty (20) days of the action or reasonable knowledge of the action which gave rise to the grievance. Copies will be transmitted to the superintendent. A hearing, to be conducted within five (5) business days after receipt of the grievance, will be scheduled by the employee and the supervisor. Either one or both parties may request assistance from other staff members in resolution of the grievance. Within five (5) business days after the Step Two hearing, the supervisor shall provide the grievant and the superintendent with a written answer to the grievance.

Step Three: If the grievance is not resolved at Step Two, the employee may refer the grievance to the superintendent or official designee within six (6) days after receipt of the Step Two answer. A Step Three hearing shall be held within ten (10) days of the receipt of the appeal. Each party shall have the right to include such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the superintendent or designee will provide, within five (5) business days, the written decision to the grievant.

Step Four: In the event the grievant is not satisfied with the results of Step Three, he/she may request a meeting with the Board of Directors. If the grievant does not appeal the grievance in writing to the Board within ten (10) business days after failing to achieve satisfaction in Step Three, the grievance shall be automatically waived.

The Board of Directors may within (10) days of the receipt of the request, confer with the grievant and/or representatives of the Association to hear the grievance and attempt to reach a satisfactory solution and if so shall communicate its written decision within five (5) business days after the conference. The Board may waive this conference by so informing the grievant in writing.

SECTION 4 - MEDIATION

In the event that a grievant is not satisfied with the ruling, or disposition of a grievance by the Board, the Association may request Grievance Mediation.

All conditions of the grievance procedure must be fully executed before Grievance Mediation can be requested. In requesting Grievance Mediation, the grievant, the Association and the District accept that a good faith effort is to be undertaken wherein the outstanding issue(s) will be referred to a neutral mediator in an effort to reach a final solution.

Procedures:

- A. Written notice must be submitted by the Association to the Superintendent within five (5) school days after receiving written notice from the School Board on the issue in question.
- B. The written notice shall specifically request "Grievance Mediation" for issue in question.
- C. Both the District and the Association must agree in writing that they desire to undertake "Grievance Mediation" over the issue(s) in question. The District will respond in writing to the Association within three (3) school days after the receipt of the Association's written request.
- D. Within five (5) school days following the written agreement to seek "Grievance Mediation", the Association shall notify Mediation Research and Education Project, Inc. (M.R.E.P.)
- E. M.R.E.P. shall schedule a "Grievance Mediation" conference at the earliest possible date. The conference will take place in a mutually agreeable location and time.
- F. Each party shall designate one (1) person to serve as their spokesperson at the mediation conference.

- G. The mediator will meet jointly, and separately with both parties in an effort to reach a mutually acceptable agreement.
- H. The mediator does not have the authority to compel agreement, nor to rule with finality on the issue(s) in question.
- I. The presentation of facts and materials to the mediator need not be limited to those previously presented in the regular grievance procedures. There will be no formal transcript of record made.
- J. Any written materials presented to the mediator shall be returned to the submitting party at the conclusion of the conference. One (1) copy of the written grievance may be retained by the mediator for the purpose of statistical analysis.
- K. Each party will be responsible for their individual expenses associated with "Grievance Mediation" procedures.
- L. Fees and expenses for the "Grievance Mediator" shall be shared equally by the District and the Association.

SECTION 5 – ARBITRATION

- A. **Arbitration Procedure:** If the grievance has not been adjusted to the satisfaction of the grievant at Step Four within ten (10) days after receipt of the written decision, the Association may submit the grievance to final and binding arbitration. Such arbitration shall be conducted by an arbitrator from the Federal Mediation and Conciliation Service, or as agreed upon by the parties.

The decision of the arbitrator may be enforced in any court of competent jurisdiction should either party fail to implement the decision. If a suit to enforce the arbitrator's decision is commenced in a court of competent jurisdiction and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including

the adverse party's court costs, legal fees and other related expenses incurred as a result of defending the action.

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.

- B. **Jurisdiction of the Arbitrator:** The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the contract as cited in the grievance form.

ARTICLE V - MANAGEMENT RIGHTS

It is agreed that the statutory as well as the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District.

The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means and the personnel by which such operation is conducted. All such rights shall be exercised in conformity with this Agreement.

ARTICLE VI - DURATION

This agreement shall be in effect for September 1, **2022** until August 31, **2024**. This agreement may be reopened for further negotiations at any time upon agreement of both parties. Each party may bring two **non-monetary** topics to be reopened and bargained yearly for the duration of the contract.

Date: _____

Date: _____

For the Association:

For the District:

Wyeth Jessee, Secretary

APPENDIX "A"

SHELTON SCHOOL DISTRICT NO. 309
and
SHELTON EDUCATIONAL OFFICE PROFESSIONALS

HOURLY WAGE RATES
(September 1, 2022 – August 31, 2023)

	Step 1	Step 2	Step 3	Step 4	Step 5
Level 1	22.31	23.27	24.21	25.09	26.09
Level 2	23.55	24.49	25.46	26.33	27.38
Level 3	24.17	25.10	26.08	26.94	28.02
Level 4	24.79	25.73	26.68	27.57	28.67

VEBA would increase from \$56.87 to \$75.48

The hourly wage rate for the 2022-23 school year noted above reflects an added 5th step, and an hourly wage increase of 1%, plus 5% of the 5.5% Implicit Price Deflator (IPD). .5% of the IPD will be applied to VEBA in the 2022-23 school year.

In 2023-24, 1% will be added to the hourly wage rates above plus the IPD as determined by the state legislature.

Eligibility for continued salary schedule advancement will be based upon the employee's years of work in the District at one year intervals to maximum of 5 steps. Advancement from one step of the schedule to another will occur only on Sept. 1. Employees whose first day of work for the District occurred before March 1 of a year will be credited with a year of employment for salary schedule advancement purposes. Employees whose first day of work for the District occurred on or after March 1 of a year will have zero years of salary schedule advancement credit by the following Sept. 1.

Placement on the salary schedule for new employees will be at the discretion of the District administration based on qualifications and prior job-related experience.

APPENDIX "A"

SHELTON SCHOOL DISTRICT NO. 309
and
SHELTON EDUCATIONAL OFFICE PROFESSIONALS

HOURLY WAGE RATES
(September 1, 2023 – August 31, 2024)

	Step 1	Step 2	Step 3	Step 4	Step 5
Level 1	23.36	24.36	25.35	26.27	27.32
Level 2	24.66	25.64	26.66	27.57	28.67
Level 3	25.31	26.28	27.31	28.21	29.34
Level 4	25.96	26.94	27.93	28.87	30.02

VEBA will be \$75.48

The hourly wage rate for the 2023-24 school year noted above reflects a wage increase of 1% plus IPD (3.7%) for a total wage increase of 4.7%.

Eligibility for continued salary schedule advancement will be based upon the employee's years of work in the District at one-year intervals to a maximum of five (5) steps. Advancement from one step of the schedule to another will occur only on September 1st. Employees whose first day of work for the District occurred before March 1st of a year will be credited with a year of employment for salary schedule advancement purposes. Employees whose first day of work for the District occurred on or after March 1st of a year will have zero years of salary schedule advancement credit for the following September 1st.

Placement on the salary schedule will be at the discretion of the District administration based on qualifications and prior job-related experience.

Level 1

Largest percent of responsibilities are in the following areas:

- General clerical support.
- General level skills & knowledge relative to assigned functions, record keeping, office equipment.
- Specific knowledge or expertise in assigned area.
- Providing timely and accurate information.
- Maintains records, schedules, files, rosters.
- Communicating information to staff, public and other districts.
- Supports compliance with financial legal and administrative requirements.
- Composes documentation for communications.
- Evaluates situations and acts appropriately.
- Assists in supervising student workers.
- Assists others in preparation of their work.

Level 2

In addition to responsibilities in Level 1, the largest percent of responsibilities are in **all (not some)** of the following areas:

- Assists in administration of programs and projects.
- Orients assigned personnel to their job requirements.
- Assists with oversight of the workload of dept. for maximizing efficiency and meeting operational requirements.
- Prepares written materials for conveying information regarding school or district activities.
- Monitors assigned activities and programs, timelines, etc.
- Advanced skills and knowledge in assigned areas.

Level 3

In addition to responsibilities in Levels 1 and 2, the largest percent of responsibilities are in **all, (not some)** of the following areas:

- Directly supports the principal or Director in maintaining schedules, meetings, evaluation observation scheduling, etc.
- Ensures compliance with legal and administrative requirements.
- Assists with the monitoring of budgets or financial aspects associated with the budget.
- Oversees other staff or has department oversight responsibility.

Level 4

In addition to responsibilities in Levels 1, 2, and 3, the largest percent of responsibilities are in **all, (not some)** of the following areas:

- Directly supports the principal or Director in maintaining schedules, meetings, evaluation observation scheduling, etc.
- Ensures compliance with legal and administrative requirements.
- Assists in the development and monitoring of building/department budgets as audited by the State of Washington.
- Oversees ASB budgets that are audited by the State of Washington and ensures compliance.
- Oversees other staff.

Positions in Level 1:

Elementary Secretaries, OMS Receptionist, OBJH Receptionist, SHS Receptionist, SHS Attendance Secretary, SHS ASB Secretary, CHOICE Alternate Learning Experience Secretary, MCTC Dispatcher/Payroll, Spec. Ed. Records Secretary, Preschool Secretary.

Positions in Level 2:

OMS Registrar, OBJH Registrar, Activities & Athletics Secretary, SHS Counseling Secretary, Career Center/College & Career Readiness Secretary, CHOICE Attendance/Scheduling Secretary, D.O. Receptionist, Spec. Ed. Secretary, Instructional Programs P-12 Secretary, **MCTC Router/Dispatcher.**

Positions in Level 3:

Elementary Head Secretaries; **District Sub Services Secretary**; Maint. Dept. Secretary; MCTC Head Secretary; Dist. Office Accounting Assistant (Payable); D.O. Teaching and Learning Secretary; Spec. Ed. Fiscal Secretary; Career & Technical Education Secretary, SHS Scheduling Coordinator.-

Positions in Level 4:

OMS Head Secretary, OBJH Head Secretary, SHS Office Manager, CHOICE Head Secretary, **Cedar Head Secretary.**

**SHELTON SCHOOL DISTRICT NO. 309
CLASSIFIED EVALUATION FORM
APPENDIX "B"**

Employee Name: _____

School/Department _____ Assignment _____

Employee Status () Probationary () Regular

Unacceptable	Developing	Proficient	Mastery
Unable to demonstrate an understanding of their job assignment or complete tasks on a regular basis.	Understands their job assignment and is working to improve, but additional assistance or redirection may be needed to complete tasks.	Demonstrates a thorough understanding of the job assignment and is able to complete tasks with little to no redirection.	Thoroughly understands the job assignment and demonstrates excellence. Takes the initiative to go above and beyond expectation.

PERFORMANCE CRITERIA

1. Job Knowledge: Information and understanding of job requirements.

Unacceptable Developing Proficient Mastery

- 1.1 Possesses, maintains and demonstrates competence in assigned field.
- 1.2 Demonstrates proficiency in the proper use of methods, materials and equipment.
- 1.3 Demonstrates the ability to understand, interpret and follow plans and/or instructions.
- 1.4 Demonstrates proficiency in the proper application of rules, regulations and codes.
- 1.5 Continues to develop professionally.

Comments:

2. Initiative: Self-motivated to achieve job expectations.

Unacceptable Developing Proficient Mastery

- 2.1 Works independently within reasonable guidelines.
- 2.2 Is able to assess tasks needed to complete objectives.
- 2.3 Contributes information thoughtfully.
- 2.4 Actively looks for ways to improve the work environment.
- 2.5 Willingly helps others.

Comments:

3. **Adaptability:** Ability to adjust to new assignments or working conditions.

Unacceptable Developing Proficient Mastery

- 3.1 Demonstrates flexibility in accepting work assignments.
- 3.2 Strives to learn new skills and/or information pertinent to job assignment.
- 3.3 Interacts well with a variety of colleagues.
- 3.4 Adjusts readily to emergency and/or temporary demands.

Comments:

4. **Dependability:** Degree to which employee can be depended upon to complete tasks.

Unacceptable Developing Proficient Mastery

- 4.1 Completes tasks in a timely manner.
- 4.2 Follows directions well.
- 4.3 Requires minimal supervision while doing familiar tasks.
- 4.4 Supports fellow employees in the fulfillment of their assignments.

Comments:

5. **Interpersonal Skills:** Cooperative, considerate, tactful, understands instructions, communicates with other effectively.

Unacceptable Developing Proficient Mastery

- 5.1 Interacts and works well with others.
- 5.2 Works to improve morale.
- 5.3 Supports a “team player” environment.
- 5.4 Communicates clearly, tactfully and appropriately with others.
- 5.5 Employs professionally appropriate language, demeanor and appearance.

Comments:

6. **Safety:** Attention to safety standards for self/others/district.

Unacceptable Developing Proficient Mastery

- 6.1 Employs procedures, rules, codes and/or ordinances prescribed by district, state and local entities.
- 6.2 Follows safe and acceptable practices when utilizing equipment, materials, vehicles and/or tools.
- 6.3 Is observant to the well-being and safety of others at all times.
- 6.4 Participates in district sponsored safety and health related training.

Comments:

7. **Attendance and Punctuality:** Maintains prompt and timely attendance and fulfillment of responsibility.

Unacceptable Developing Proficient Mastery

- 7.1 Adheres to assigned work days and hours.
- 7.2 Demonstrates proper use of leave.
- 7.3 Maintains punctuality and is ready to work during assigned hours.
- 7.4 Gives supervisor reasonable notice when intending to utilize leave.

Comments:

8. **Quality of Work:** Accuracy, thoroughness and effectiveness of work.

Unacceptable Developing Proficient Mastery

- 8.1 Performs work in accordance with generally accepted professional standards.
- 8.2 Assignments are completed with work areas left neat and safe.
- 8.3 The employee takes pride in his/her work.
- 8.4 The employee asks for help and/or advice from fellow employees and/or supervisor when needed.

Comments:

Recommendations for continued growth:

In summary, based upon adopted criteria, that this employee's overall performance has been
() **satisfactory**; or
() **unsatisfactory** during the evaluation period covered by this report.

Evaluator: _____

Date: _____

Employee Signature: _____

Date: _____

**Both signatures are required. Signing of this instrument acknowledges participation in but not necessarily concurrence with the evaluation.*

Employee's comments if desired:

APPENDIX "C"

SEOP GRIEVANCE FORM

Grievance step (circle one): 1 2 3 4

Contract section(s) allegedly violated:

Description of event(s) giving rise to the grievance:

Remedy requested:

Association representative: _____

Grievant(s): _____

Date grievance occurred: _____ Date filed at current step: _____

Describe or attach response from previous grievance step (if applicable):

Date of response from previous grievance step (if applicable): _____

If grievance has proceeded through step 4 please check one:

_____ The Association requests Grievance Mediation.

_____ The Association has decided to submit this grievance to arbitration.

Association President

Memorandum of Understanding
Between the Shelton School District
And
The Shelton Educational Office Professionals

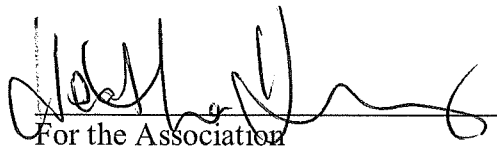
Whereas, the Shelton Educational Office Professionals (“Association”) and Shelton School District (“District”) met and bargained mutually agreed upon changes to the Collective Bargaining Agreement (“CBA”);

Whereas, the Association and District wish to commemorate the mutually agreed upon changes to the CBA;

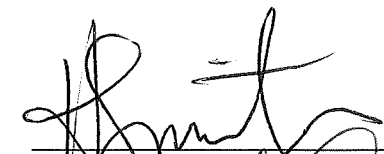
Therefore, the Association and the District agree to the following:

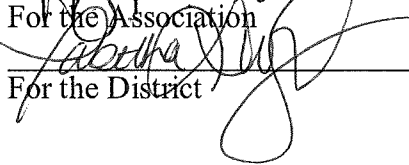
1. Job titles and positions in Appendix A shall be changed to the following:
 - a. Positions in Level 1: Elementary Office Professional, Secondary Receptionist, Shelton High School Attendance Office Professional, Shelton High School Office Professional, Choice High School Office Professional, Special Education Records Office Professional, Preschool Office Professional.
 - b. Positions in Level 2: Secondary Registrars, SHS Activities & Athletics Office Professional, Secondary Counseling Office Professional, Career Center/College & Career Readiness Office Professional, Choice Attendance/Scheduling Office Professional, Central Office Receptionist, Special Education Office Professional, Instructional Programs PK-12 Office Professional, MCTC Router/Dispatcher.
 - c. Positions in Level 3: Elementary Head Office Professionals, Central Office Substitute Services Specialist, Maintenance & Facilities Department Office Professional, MCTC Head Office Professional, Central Office Teaching & Learning Office Professional, Special Education Fiscal Office Professional, Career & Technical Office Professional, Shelton High School Scheduling Coordinator, MCTC Dispatcher/Payroll Specialist.
 - d. Position in Level 4: Olympic Middle School Head Office Professional, Oakland Bay Junior High Office Professional, Shelton High School Head Office Professional, CHOICE Office Professional, Cedar High School Head Office Professional, Central Office Accounts Payable Specialist.
2. The word secretary shall be replaced with Office Professional in any location throughout the CBA.

This language is effective September 1, 2023, and shall be incorporated into the new CBA effective September 1, 2024.


For the Association

2/12/24
Date



For the Association


For the District

2-12-24

Date
2/13/24

Date

Memorandum of Understanding
Between Shelton School District,
Shelton Educational Support Personnel,
And,
Shelton Education Office Professionals

Whereas, the Shelton Educational Support Personnel and Shelton Education Office Professionals (“Associations”) and Shelton School District (“District”) agree that the Shelton Education Office Professionals shall be the exclusive bargaining representative for all personal regularly employed by the District in office professional or clerical positions.

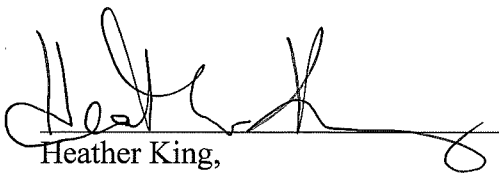
Whereas, the Associations and the District agree that the position currently titled ASB Secretary/Para Tech performs office professional and clerical job responsibilities.

Whereas, the Associations and the District agree that the position currently does not perform ASB duties as part of the essential functions of the position.

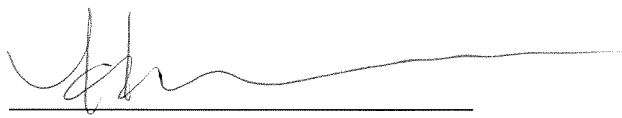
Therefore, the Associations and the District agree to the following:

- The position shall be exclusively represented by the Shelton Education Office Professionals.
- The title of the position shall be changed to High School Office Professional.
- The position shall be paid at the Level 1 in accordance with Appendix A of the Shelton Education Office Professionals’ Collective Bargaining Agreement.

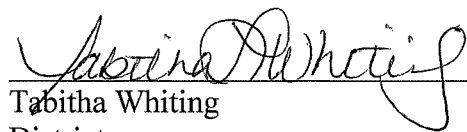
This language is effective February 1, 2024, and shall be incorporated into the CBA when it is renewed unless bargained differently during the normal bargaining process.


Heather King,
Shelton Education Office Professionals

1/24/24
Date


Heather Kowalksi,
Shelton Education Support Personnel

1/22/24
Date


Tabitha Whiting
District

1/16/24
Date