

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

COUPEVILLE EDUCATIONAL SUPPORT ASSOCIATION

AND THE

COUPEVILLE SCHOOL DISTRICT NO. 204

September 1, 2017– August 31, 2018

Table of Contents

Table of Contents	2
PREAMBLE	1
ARTICLE I - RECOGNITION AND ADMINISTRATION	1
Section 1.1 Recognition	1
Section 1.2 Temporary and Leave Replacement	1
Section 1.3 Job Descriptions	1
Section 1.4 New Positions	1
Section 1.5 Definitions	2
Section 1.6 Distribution of Contract	2
Section 1.7 Status of Agreement	2
Section 1.8 Conformity to Law	2
Section 1.9 Non-Bargaining Unit Personnel	2
ARTICLE II - RIGHTS OF THE PARTIES	3
Section 2.1 Management Rights	3
Section 2.2 Association Rights	3
Section 2.3 Employee Rights	4
Section 2.4 Collaboration Committee	6
ARTICLE III - CONDITIONS OF WORK	7
Section 3.1 Work Schedule	7
Section 3.2 Overtime Compensation and Call Back	7
Section 3.3 Discipline and Discharge	8
Section 3.4 Layoff and Recall	8
Section 3.5 Transfers, Reassignments, Vacancies, and Newly-Created Positions	9
Section 3.6 Seniority	9
Section 3.7 Clothing Allowance	10
Section 3.8 School and Facility Maintenance	10
Section 3.9 Mandatory Training	10
ARTICLE IV – HOLIDAYS AND VACATIONS	11
Section 4.1 Paid Holidays	11
Section 4.2 Vacations	11
ARTICLE V – LEAVES	13
Section 5.1 Sick and Emergency Leave	13
Section 5.2 Bereavement Leave	13
Section 5.3 Jury Duty and Subpoena Leave	14
Section 5.4 Military Leave	14
Section 5.5 Personal Leave	14
Section 5.6 Association Leave	14
Section 5.7 Other Leaves	14
Section 5.8 Family Medical Leave	15

ARTICLE VI - PERSONNEL FILES AND EVALUATIONS	16
Section 6.1 Personnel Files	16
Section 6.2 Employee Evaluation and New Employee Probation	16
ARTICLE VII - GRIEVANCE PROCEDURE	18
Section 7.1 Definitions	18
Section 7.2 Procedure for Processing Grievances	18
Section 7.3 Additional provisions	19
ARTICLE VIII - PROFESSIONAL DEVELOPMENT AND COMMITTEE SERVICE	20
Section 8.1 Conferences/Workshops/Inservice/Training	20
ARTICLE IX - INSURANCE	21
Section 9.1 Eligibility	21
Section 9.2 Employee Assistance Program	21
Section 9.3 Optional Benefits	21
Section 9.4 Section 125	22
Section 9.5 Continuation of Benefits	22
ARTICLE X - SALARIES	23
Section 10.1 Salary Payment	23
Section 10.2 Travel and Other Provisions	23
ARTICLE XI - TERM AND SEPARABILITY OF PROVISIONS	24
Section 11.1 Term	24
Section 11.2 Separability and Other Provisions	24
APPENDIX A – SALARY SCHEDULE 2017-2018	25
APPENDIX B – EVALUATION FORM	26
Memorandum of Understanding	31

PREAMBLE

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the Act); and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of the Coupeville Educational Support Association of the Coupeville School District, this Agreement is made and entered into.

ARTICLE I - RECOGNITION AND ADMINISTRATION

Section 1.1 Recognition

The District recognizes the Coupeville Educational Support Association/Washington Education Association/National Education Association as the exclusive bargaining agent for all regularly employed full-time and part-time:

- paraeducators;
- custodians, maintenance and grounds personnel;
- office and clerical employees;
- transition specialist;
- school nurse;
- community liaison; and
- dean of students/athletic coordinator
- computer technician

who are employed by the Coupeville School District excluding confidential employees, supervisors and all other employees of the District.

Section 1.2 Temporary and Leave Replacement

1.2.1 Temporary and leave replacement employees who work for ninety (90) or more consecutive days shall be subject to all provisions of this agreement except for Section 3.4, Layoff and Recall and Section 3.6, Seniority. Should a leave replacement employee be hired as a regular employee within the bargaining unit without interruption of employment, her/his seniority shall be adjusted to reflect leave replacement uninterrupted service.

1.2.2 A substitute employee is only covered by the salary rate as listed in Appendix A.

1.2.3 A casual employee may be hired when the district needs additional help or has a specific task which will require additional time beyond the regular work schedule and hours of a regular employee. Employment of a casual employee shall not exceed 200 hours per year. A casual employee is not subject to the provisions of this agreement.

Section 1.3 Job Descriptions

1.3.1 Job descriptions for all positions subject to this Agreement shall be provided to individual employees and/or the Association president upon request. Subsequent changes of such descriptions shall be forwarded to the Association and the individual employee but the impact of such changes shall be negotiated, upon request, pursuant to the duties imposed by RCW 41.56

1.3.2 Job descriptions shall be reviewed annually by the employee and her/his evaluator during the annual evaluation periods if requested by the employee or the evaluator.

Section 1.4 New Positions

1.4.1 The President of the Association will be notified at the time of posting of any new position that would come under the definition of Recognition, Section 1.1, as per Section 2.2.7.

1.4.2 The salary of a new position shall be subject to collective bargaining at the request of either party.