



NEGOTIATED AGREEMENT
BETWEEN
SOUTHSIDE SCHOOL DISTRICT
AND SOUTHSIDE E.S.P. ASSOCIATION
SEPTEMBER 1, 2020 TO AUGUST 31, 2023

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Preamble

This agreement is made and entered into between Southside School District #042 (hereinafter referred to as "District") and the Southside ESP (Educational Support Personnel) Association (hereinafter referred to as the "Association").

The Parties agree that it is in their mutual interest to promote systematic and effective employee management cooperation and to bargain in good faith with respect to wages, hours, and working conditions.

Article I Recognition

Section 1.1.

The District recognizes the Association as the exclusive bargaining representative for all classified employees in the bargaining unit except as follows: Administrative Assistants, Administrative Office Secretary(ies), Maintenance Supervisor, Transportation/Warehouse Supervisor and any other employee whose duties imply a confidential relationship to the Board of Directors and/or the Superintendent and all other employees of the District.

Section 1.2.

Substitutes are not members of this bargaining unit until they work thirty (30) or more days in the current school year. Substitutes shall then be paid on Step A of the salary schedule and shall not be covered by any other provisions of this Agreement.

Article II District Rights

Section 2.1.

The District retains the right to manage the School District and to direct its employees and operations. Such rights are vested in and retained by the Board, except as these rights are limited by this agreement.

Article III Rights of Employees

Section 3.1. Job Descriptions

The District shall provide job descriptions for all employees subject to this Agreement. Modification of existing positions (excluding minor changes) shall require reopening of the Agreement to determine an appropriate wage. Current part time and full time positions are Educational Assistant, Custodian/Maintenance, Bus Driver, Lead Bus Driver and any other non-exempt classified position.

Section 3.2. Notification of Continued Employment

Each employee shall receive notification of continued employment through a reasonable assurance letter, as per the Employment Security guidelines, for the next school year by the end of the current school year. The notice shall state the date of return to work and the approximate number of hours per day of work.

Section 3.3. Personnel File

All employees shall have access to their personnel file. Any entry added to the file will be dated and signed by the employee. Processed grievances shall not be entered into the employee's personnel file. Derogatory material shall be removed from the employee's personnel file at the employee's request after three (3) years, unless the material is determined to be currently valid by the Superintendent.

Section 3.4. Distribution of Agreement

Within 45 days following the ratification and signing of the Agreement, the District shall forward an electronic copy to the SESP President available for copying for each classified employee in the bargaining unit. A copy will also be posted on the District website if the district has a designated person available for website upkeep.

**Article IV
Rights of the Association**

Section 4.1. Association Meetings

Representatives of the Association shall have access to the District premises during business hours, provided that no conferences or meetings between employees and the Association representatives will in any way hamper or obstruct the normal flow of work. The visiting delegate shall notify the Superintendent and/or immediate supervisor of his/her arrival and for what purpose.

Section 4.2. Bulletin Boards

The Association will have the right to use the inter-District mailing system as well as the use of District electronic mailing for Association business. The District shall also provide bulletin board space for the Association. This space may be used for union and district information.

**Article V
Appropriate Matters for Consultation and Negotiation**

Section 5.1.

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are matters relating to or affecting hours, wages, grievance procedures and working conditions of employees subject to this Agreement.

Article VI

Labor Management Meetings

Section 6.1.

The District and the Association shall conduct regular labor management meetings for the purpose of resolving problems that may arise relative to the administration of this Agreement. Meetings shall be conducted quarterly but they may be scheduled more frequently at the request of either party. The Superintendent and his/her designee shall meet with the Association President and/or a committee to include representatives of job classifications. The President and/or additional representatives of either party may be in attendance if desired. An agenda will be prepared and minutes may be kept in each case. Creation of the agenda and keeping of the minutes will be by mutual decision. Copies of the minutes will be provided to the District and the Association President.

Association representatives, when leaving their work, shall first obtain permission from their immediate supervisor. The Supervisor's permission in these instances will not be unreasonably withheld. Progress of work will be considered paramount. The employees will report their return to work to their supervisors. Both parties agree the Association President and his/her designee and the Superintendent and his/her designee should meet regularly to review and discuss area of interest to the District and Association. Such meetings will ordinarily take place on a monthly basis. Matters such as school calendar or other special concerns will be discussed.

Article VII

Holidays and Vacations

Section 7.1. Holidays

All employees working less than twelve months will receive holidays, paid annually, at their per diem rate per proposed vacation schedule based on years of experience.

All twelve month employees shall receive the following holidays paid at their normal per diem rate.

- | | |
|---------------------------|-----------------------------------|
| 1. New Year's Day | 7. Veteran's Day |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. Presidents Day | 9. Day after Thanksgiving |
| 4. Memorial Day | 10. Day before or after Christmas |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | |

Whenever a holiday falls on the employee's first day of rest, the day proceeding shall be observed as a holiday unless in conflict with the adopted school calendar. When a holiday falls on the employee's second day of rest, the day immediately following shall be observed as the holiday unless in conflict with the adopted school calendar. In this event, the employee may take another mutually agreed upon day.

Section 7.2. Vacations

Vacations shall increase with years of service as indicated in the schedule below and such increases shall be effective on the anniversary. Vacations shall be scheduled at a time mutually agreed upon by the employee and the District. The District shall not unreasonably deny an employee’s vacation request unless valid reasons for denial exist and are put forth in writing to the employee. Each twelve (12) month employee shall receive vacation based on the following schedule:

Completed Years of Service	Vacation Days
1-5	10 days
6 – 14	15 days
15 and over	20 days

Employees who join the District as less than twelve month employees will receive no vacation unless they are transferred to a status of twelve months. In this event such employees will receive prorated credit for time and services one year following their transfer to twelve month status.

Section 7.3. Accrued Vacation Days:

A maximum of 240 hours of vacation may be accrued unless exceptions are pre-approved in writing by the District. Vacation accrued at the time of separation from employment shall be paid up to the maximum of 240 hours.

**Article VIII
Schedules**

Section 8.1. Work Schedules

The normal work schedule shall consist of five consecutive workdays followed by two days of rest. Each employee will be assigned, in advance, to a shift with designated beginning and ending times.

It shall be a management prerogative to adjust shifts and designate times as the need arises. Except in emergency situations, management shall provide at least one week’s notice prior to changing work schedules or times regularly scheduled.

Section 8.2. Rest Periods

Each employee shall be entitled to a fifteen (15) minute rest break during any shift of 3.5 hours or more. Breaks will be taken no sooner than 30 minutes after the employee’s shift begins. Employees are allowed to leave the school grounds during their break time. If the employee is consistently being scheduled to the effect of losing break time, then that employee will be allowed compensation time, a scheduled adjustment and/or a workload adjustment, with the

approval of the supervisor or Superintendent. Employees working five (5) or more hours per day shall have a thirty (30) minute duty-free meal break.

Section 8.3. Passing Time/Prep Time

Administration will build in time to the para educators schedule for job related needs including transition time from one activity or site to another, time to read emails, and time for completing discipline referrals. Communications from teachers should occur during the time scheduled with that staff person. Employees are not expected to complete work during their break time.

Section 8.4. Hourly Rate and Holidays Paid Notification

At the beginning of each school year, employees will be notified of their current pay rate and number of holidays paid.

Section 8.5. Overtime

All hours worked in excess of forty (40) in any given week shall be compensated at one and one half (1 ½) times the employee's base hourly rate. With the approval of the District compensatory time can be used in lieu of added pay. The employee must notify their direct supervisor of their preference at the end of the given day or week.

Section 8.6. Comp Time

Each employee will have the option of compensation time available to them. The District is responsible for all the record keeping, including sign- up sheets and Excel programs for tracking purposes. Compensation time will be available for cash out purposes a minimum of three times a year, in December, March and June. If compensation time is due to overtime, then it will be given at time and a half. It is the goal of the District to manage compensation time with the lowest impact on the instructional programs.

Section 8.7. School Closure

Notification: Employees who do not receive notification through the public media or if the district has not activated the district phone tree of a school closure or delay, at least one (1) hour prior to their normal reporting time will receive two (2) hours call in time at their base hourly rate. Employees who are notified at least one (1) hour prior to their reporting time of a school closure by means of public media or the district phone tree was activated, will not be eligible for this pay provision. Prior to October 1 of every year the District will provide an updated phone tree with employees' phone preference, cell or land line.

- 1. Delay:** If school is delayed, due to severe weather, employees will not be paid for the hours spent delayed. They will only be paid for the hours that they work on that day. Staff members may use comp time or flex time to avoid a deduction.

- 2. School Closure:** If school is cancelled for the day, that day will still be paid to the employee with the understanding that they will make the day up at the same time that the students do.

In the event that the employee leaves the District prior to the make- up day, the appropriate number of hours will be deducted from their final paycheck. Also, in the event that the make-up day is waived by OSPI, the appropriate number of hours will be deducted from each employee's June paycheck.

Section 8.8. Early Release with Pay

On early release days for holidays and the last day of school, all employees will be allowed to leave after all student responsibilities have been completed. Employees will receive their full day's pay on these days.

Section 8.9. Retirement/Resignation Stipend

To recognize the commitment of classified employees who have provided more than 10 years of service to Southside, the following amounts will be given to that employee when an employee notifies the district by February 1 of their intent to retire or resign from the school district at the end of the school year. An employee may only collect this stipend once during their career with Southside.

11-15 years \$1000

16 or more years \$1500

Section 8.10. Evaluations

All employees will be evaluated at least once per school year, by the Administration. In addition, each employee new to the District will be evaluated after the first ninety (90) days of their employment. All employees will be given a copy of their annual evaluation no later than June 1st of each year. Bus Drivers will be evaluated by both the Mason County Transportation Cooperative and the District Administration. The evaluation tool used will be at the discretion of the Administration. The Administration also reserves the right to conduct more regular evaluations as deemed necessary.

**Article IX
Group Insurance**

Section 9.1. Insurance Programs

An IRS Section 125 Plan shall be offered to employees allowing them, through salary conversion, to pay for health insurance benefits with pre-tax dollars.

Section 9.2. SEBB

The District will implement the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility

requirements of SEBB. Employee eligibility, plan offerings, premium rates and employee contributions are determined by SEBB.

Section 9.3. VEBA

The District will contribute \$62.50 each month into each employee's VEBA account.

**Article X
Leaves**

If additional leave is necessary beyond the leave provided below, the terms and conditions of the State and Federal Medical Leave Act shall apply.

Section 10.1. Sick, Emergency or Injury Leave

1. At the beginning of each school calendar year, each employee shall be credited with one day of sick leave for each calendar month worked. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's current normal daily work shift.
2. Unused sick or injury leave shall accumulate in accordance with the appropriate Washington Administration Code. The District agrees to provide each employee with illness, injury leave cash out per the appropriate state statutes. The District shall provide sick leave cash out benefits as per WAC 392-136. Cash out benefits shall include conversion to compensation or post-retirement benefits as per state statute. Such benefits will be paid at \$800 per month until the total earned benefits are exhausted.
3. Sick or injury leave is defined as days of absence from duty because of personal sickness or injury and for which no deduction is made in compensation of the employee. A doctor's statement attesting to the illness or injury may be required by the Superintendent or his/her designee for absences of three or more consecutive days. Sick and injury leave may be taken to the full amount of accumulation. The District reserves the right to request a second doctor's opinion at District expense. Sick or injury leave can be used for medical, dental or ocular appointments when absence for this purpose is authorized forty eight (48) hours in advance and the District is not required to hire a substitute during this time. Sick or injury leave can be taken at the employee's discretion for an emergency due to a problem that has suddenly precipitated or is unplanned or where preplanning could not relieve provided that the employee shall give as much prior notification to the District Administration as is possible.

4. A person commencing employment during the school year will be granted leave days on a pro rata basis.
5. The employee may request an accounting of accumulated sick leave and sick leave days taken during the year, prior to August 15th of each year.
6. All employees have the right to donate/receive sick leave in accordance with state statutes.
7. Each school year, the employee may convert up to two (2) sick leave days to flex days which may be used in the same manner as personal leave. Flex time may be taken in 2 or more hour increments.

Section 10.2. Personal Leave

Every full time employee shall have two (2) personal leave days, with pay, per year (not deducted from sick, emergency or injury leave) to be used for personal business such as household or family matters that require absence during the school hours. Employees working less than full time shall have personal leave credited on a pro rated basis according to their normal hourly shift. Notification must be made to the employee's immediate supervisor for personal leave (except in cases of emergencies) and the employee will not be required to state the reason for the leave other than he/she is taking it under this section. Requests shall be made at least twenty four (24) hours in advance and is dependent on the necessity/availability of substitutes. If the personal leave days are not used, two (2) may be carried over to the next school year, however the employee may not have a total of more than four (4) personal leave days per year.

An employee who does not use their actual personal leave during the school year may have the option of cashing out their personal leave for that year at the substitute rate of pay for their position.

Personal leave may be taken 2 or more hour increments.

Section 10.3. Maternity Leave

In cases of pregnancy, miscarriage, childbirth or adoption, the employee is eligible for leave as provided in illness/injury leave. In requesting said leave the employee shall normally give a written notice to the District of at least thirty (30) days prior to the commencement of maternity leave and shall provide a physician's statement as to the expected date of return. The District will provide additional leave of up to thirty (30) days without pay if required by a physician after the employee has exhausted accumulated illness/injury leave.

Section 10.4. Bereavement Leave

1. Employees are eligible for up to five (5) days of bereavement leave occasioned by the death of a relative/life partner. Bereavement leave is not deducted from sick leave.
2. Employees are eligible for up to five (5) days of sick leave (not to be considered bereavement leave) occasioned by the death of a significant person in the employee's life. Such absence would be deducted from the employee's sick leave balance.
3. Either one of the above leave options may be extended at the discretion of the administration.

Section 10.5. Paid Family and Medical Leave (PFML)

Beginning January 1, 2020 employees will be provided Paid Family and Medical Leave (PFML) benefits as allowed by law.

Section 10.6. Industrial Insurance Leave

In the event employees are absent for reasons which are covered by industrial insurance, the District, upon receipt of official verification from the Department of Labor and Industries, shall pay the employee the amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount that the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave on a pro rata basis.

Section 10.7. Jury Duty

When an employee is required to perform jury duty he/she shall do so without loss of pay. In interests of maintaining continuity of the education program, whenever an employee is released from jury duty with half or more than half of the working day remaining, he/she shall contact the building Administrator for assignment.

Section 10.8. Leave of Absence

Upon recommendation of the immediate Supervisor, Superintendent and/or Board of Directors, an employee may be granted a leave of absence, without pay, for a period not to exceed one (1) year. The returning employee will be assigned to the same or similar position occupied before the leave of absence. The employee will retain accrued sick leave, vested vacation credits and seniority rights while on the leave of absence. However, sick leave, vacation and seniority shall not accrue while the employee is on leave of absence.

Section 10.9. Association Leave

The President or designee of the Association shall be provided two (2) days of leave per year in accordance with the following criteria:

Leave time is to be spent meeting or conferring with District representatives and/or meetings designed to enhance the working relationship between the bargaining unit and the District.

Such meetings shall be limited to collective bargaining, grievance adjudication or other mutually agreed upon labor management meetings.

Section 10.10. Assault Leave

Any assault and battery upon an employee, while acting within the scope of his/her employment, shall be reported promptly to the employee's immediate supervisor. Where criminal charges are warranted and the employee chooses to file such charges the District will support the employee.

Whenever an employee is absent from employment and unable to perform his/her duties as a result of personal injuries sustained due to an assault and battery, as defined above, the employee will be paid full salary for the period of absence, up to one year from the date of injury, less the amount of any Worker's Compensation award or benefits. No part of such absence will be charged to annual or accumulated sick leave.

**Article XI
Training**

Section 11.1. Compensation

The District will compensate each classified employee at his/her base hourly rate for any course and/or training required as a condition of employment. The District will pay expenses of any health examination or drug screening required as a condition of employment in accordance with WAC 392-144-102.

Section 11.2. Professional Growth Incentive

The district will agree to pay up to \$300 per classified employee for Superintendent approved professional growth that furthers the role that the employee holds in the district and is deemed relevant to their position and beneficial to the students being served. The employee request will be put in writing with the rationale for the professional development. If the Superintendent denies funding, reason(s) for denial will be put in writing for the employee. The district will not compensate employees for attendance at these optional opportunities nor will it cover associated expenses unless it is only offered during work hours. Sub costs may be covered with part of the money allocated for the professional growth incentive. Employees may request these funds for recertification of endorsements or licenses as well.

Section 11.3. Safety and Discipline Professional Development

Personnel assigned to work with a student whose IEP, 504 Plan, Health Plan or other documents which indicates a student may be a safety risk to themselves or others, will be provided training/specific information to meet these circumstances/documents.

The District will provide ongoing professional development by a qualified trainer, knowledgeable in the subject matter, for the behavior and intervention systems being supported and protocols expected to be used by employees. The District will consider all options for trainers available for this purpose. This refers to programs such as PBIS and Right

Response. Staff may request additional training in the areas of working effectively with students beyond what is required by the state.

Students who have exhibited or have a recent known history of violent or threatening behavior, will be identified to the student's assigned staff, and to other staff on a need-to-know basis, as soon as is reasonably possible. The sharing of this information will be in compliance with FERPA and HIPAA laws.

Section 11.4. Fundamental Course of Study Paraeducators

The District will provide the hours of training required for the Fundamental Course of Study for Paraeducator Certification curriculum adopted by the state.

Staff will be paid their normal hourly rate of pay for attending district-required training. Any required training time that extends beyond an employee's normal work hours will be extra pay at their hourly rate, including the overtime rate if it applies.

Employees will be paid the following month for any required training attended outside normal work hours as documented on their time sheet.

Article XII Dues Deductions

Section 12.1. Authorization

Upon receipt of a written employee dues deduction authorization and assignment form, from an employee, as defined under Article 1(Recognition), the District will make the appropriate payroll deduction as certified by the President of the Association and transmit the monthly dues to the Washington Education Association. Any changes in the rate of membership dues will require at least thirty (30) days written notice to the payroll department.

Section 12.2. Collection and Revocation

It is understood and agreed that this dues deduction system is only for the collection of dues and shall not be used for the collection of monies for any other purpose.

No member of the bargaining unit shall be required to join the Association however, those employees who are not Association members but are members of the bargaining unit will be required to pay a representation fee to the Association. The amount of the representation fee will be determined by the Association and shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

The Association will indemnify and hold the District harmless against any claims made against the District on account of payroll deductions for dues or representation fees.

Article XIII

Discipline and Discharge of Employees

Section 13.1.

The District shall have the right to discipline or discharge an employee for sufficient just cause. No employee shall be disciplined without due process and just cause. The issue of sufficient just cause shall be resolved in accordance with Article XIV, Grievance Procedure, hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. The employee shall be entitled to have present a representative of the Association during any meeting that might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken until such representative of the Association is present. In no case shall such a meeting be delayed more than forty-eight (48) hours in order to accommodate the representative.

Article XIV

Grievance Procedure

Section 14.1. Definitions

- 1.1 A “grievant” shall mean the Association or an employee or group of employees included in the bargaining unit represented by the Association.
- 1.2 A “grievance” is a claim of alleged violation, misinterpretation or misapplication of the terms of this agreement.
- 1.3 “Days” shall mean bargaining unit work days, except as otherwise indicated. The number of days provided in each step shall be considered as maximum. Grievances filed after the end of the employee’s work year shall be processed using District business days.
- 1.4 Timelines may be extended by mutual written agreement of both parties. If the District fails to meet a required timeline, the Association shall advance the grievance to the next step.
Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolved.

Section 14.2. Representation

- 2.1 A grievant may elect self-representation or be represented by an Association selected representative. However, the Association has the exclusive right to determine representation at Arbitration. The Association shall have the right to be present and to state its views at all stages of the grievance procedure
- 2.2 The Association shall be notified, in writing, as to the disposition of any grievance and the disposition shall not be inconsistent with the terms of this Agreement.

Section 14.3. Procedure

- 3.1 By mutual written agreement, any step of this grievance procedure may be bypassed.
- 3.2 A grievance may be withdrawn or settled at any step without establishing prejudice or precedent.
- 3.3 When the investigation or processing of any grievance requires employees or Association representatives to be absent from their assignment, they shall be released without loss of pay or benefits.
- 3.4 No reprisals shall be taken by the employer against any employee because of the employee's participation or refusal to participate in a grievance.
- 3.5 The Board and Administration shall cooperate with the Association in its investigation of any grievance and will furnish the Association such information as is required for the investigation and processing of any grievance.
- 3.6 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant(s).

Section 14.4. Informal Meeting

Within thirty (30) days of learning of an alleged grievance, the grievant shall schedule a meeting to discuss the complaint with the full or part time principal. Every effort will be made to resolve the grievance at this level. In the event the District does not employ a full or part time principal, the grievance shall be presented to the Superintendent.

Section 14.5. Superintendent Level

If no settlement is reached in Step 1, the grievance shall be reduced to writing and presented to the Superintendent within ten (10) days following Step 1. The Superintendent shall arrange for a hearing to take place within ten (10) days following the receipt of the request for the hearing. The parties of interest will have the right to include all facts and witnesses as deemed necessary and pertinent to the grievance. Upon conclusion of the hearing the District will have ten (10) days to provide the Association with a written decision and the response shall include the reasons upon which the decision was based.

Section 14.6. Optional Grievance Mediation

If no settlement is reached in Step 2, within ten (10) days upon receipt of the Superintendent's decision, the parties may mutually agree to grievance mediation. If the parties agree to mediation, they shall attempt to agree on a mediator.

The mediator will have the authority to meet separately with either party but will not have the authority to compel resolution of the grievance.

The presentation of facts and considerations shall not be limited to those presented at Step 2.

Proceedings shall be informal in nature.

Any settlement agreed to shall be reduced to writing by the mediator and, if necessary, shall be enforceable through the grievance procedure of the Agreement.

The fees and expenses of the mediator and related costs, if any, shall be borne equally by the parties.

Section 14.7. Board of Directors

If no settlement is reached in Step 3 or Step 2, whichever is applicable, within ten (10) days, the Association can request a hearing before the School Board. The hearing will be in closed session during the next Board meeting following the mediation or Step 2 if mediation could not be agreed upon.

Opposing parties (the grievant(s) and the Administration) shall have the opportunity to address the Board without the presence of the other party.

The Board will issue their written decision within ten (10) days of the hearing.

Section 14.8. Binding Arbitration

If the grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) days of receipt of the written disposition to the Board.

Section 14.9. Arbitration Costs

The fees and expenses of the arbitrator shall be shared by the parties. All other expenses shall be born by the party incurring them.

Section 14.10. 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 their inquiry and decision to the specific area of the contract as sited in the grievance form.

Article XV

No Strike/No Lockout

Section 15.1. No Strike

The Association agrees that during the life of this Agreement they will not cause, authorize, condone, sanction or take part in any strike, walkout, work stoppage, withholding of services for any reason, or other work interferences.

Section 15.2. No Lockout

The District agrees that during the life of the Agreement there shall be no lockout of employees for any reason.

Article XVI

Employee Status

Section 16.1. Probation

Each new hire shall remain in a probationary status for a period of not more than ninety (90) working days within a job classification following the hire date. During this probation period, the District may discharge such employee at its discretion.

Section 16.2. Change in Job Classification

Employees who change job classifications within the bargaining unit shall have sixty (60) working days of the job probation. If, at the end of the sixty day period the District deems the employee unqualified to meet the job requirements, the employee shall be returned to his/her former job classification.

Employees remaining with the same classification shall receive the rate of pay for the new position.

Employees changing classification shall be paid at the probation rate for that classification.

Section 16.3. Seniority

The seniority of an employee shall be established as of the date (day/month/year) on which the employee began continuous daily employment as a regular employee (hereafter referred to as the hire date) the seniority of an employee shall be lost for the following reasons:

1. Resignation
2. Discharge for just_cause
3. Retirement

Section 16.4. Promotions, Assignment and Transfers

In promotions, assignment to new or open positions, transfers, and special services within the unit, qualifications and performance of the employee shall be considered first and in the event

qualifications and performance are substantially equal, the position shall be filled on a seniority date basis. The District reserves the right to determine comparative abilities.

If the District determines that seniority rights should not govern because a junior employee has ability and performance substantially greater (based on job performance, qualifications, etc.), than the senior employee, the District shall set forth, in writing to the employee, upon request of the employee, its reason(s) why the senior employee did not receive such position.

Section 16.5. Shift and Vacation Schedule, Overtime Assignment

The employee with greatest seniority will have preferential rights regarding shift selection, vacation period selection and overtime, provided they are eligible, capable and qualified for such.

In the case of bus drivers “shift selection” refers to bus routes. Route selection will be made twice per year. Once before the school year starts and one after October 1 when the timing of routes is further determined. Selection will be made again for drivers in seniority order.

In the case of vacation period selection the District will notify employees of the decision via copy of leave request approval form, within five (5) days of the request.

Section 16.6. Temporary Work/Pay Differential

Employees requested to work a position regularly held by an employee paid at a higher pay scale shall be paid according to the longevity step on the pay scale that is two steps below the employee they replace. In no case shall the substitute employee be paid less than their regular rate of pay. The higher rate of compensation, if applicable, shall continue for the duration of the higher pay scale level employee’s absence from work.

Section 16.7. Notice of Opening

When a position is open in any department, notice of the opening shall be distributed to employees so that a written letter of interest may be made for the position in a timely fashion. In some situations, position vacancies may have to be filled immediately but on a substitute or temporary basis. An application may be required if position is in a different category than the one currently held.

An employee wishing to be notified of vacancies occurring during the summer shall leave written notice at the administration office prior to the close of school with their preferred method of communication (land line, cell phone, text message, or email). The employee shall be notified of the position opening and application procedure. The employee shall have five (5)

working days from the date of the notification, to submit a written letter of interest for the position. An application may be required if position is in a different category than the one currently held.

Section 16.8. Layoff and Recall

In the event of layoff, the District will first meet and confer with the Association. Layoff and recall seniority basis, (last in, first out in layoff and last out laid off shall be the first returned in recall); providing employees are capable of and possess the qualification necessary to fill the vacancy. In the event that seniority, capability and qualifications are determined to be equal within the job classification, then total District seniority will apply. In the event that two people were hired on the same day, the position that had more daily hours worked would be considered to have more seniority. In the event this still creates a tie, the parties will meet with the District and the Association President or his/her designee for a “coin flip”.

Section 16.9. Reemployment List

In the event of layoff, employees so affected will be placed on a reemployment list, maintained by the District, according to the order of layoff. Such employees, if capable, minimally qualified, and the senior person, will be given first priority to fill an opening in the classification held immediately prior to layoff. Names will remain on the reemployment list for a period of one school year, and may be kept for one added year upon request from the employee to the District, if received by the District at least thirty (30) days prior to the expiration time.

Article XVII

Transportation Personnel

Section 17.1. Transportation Shifts

Recognizing that personnel in the transportation classification present special shift challenges, the parties agree that shifts shall be established in the classification in relation to routes and driving times requisite to fulfilling tasks assigned by the Supervisor of Transportation. Bus driver(s) shall receive sixty (60) minutes pay for time spent per day for the purpose of pre-trip and post-trip inspections in addition to actual hours of driving time. Bus driver(s) shall receive sixty minutes pay for time spent, per week, for the purpose of maintenance cleaning in addition to pre-trip and post-trip time. All regular daily scheduled bus runs shall be compensated at the employee’s base hourly rate for the duration of the trip. Every driver is guaranteed four (4) hours paid time per day worked.

Section 17.2. Extra Trips

Extra trips shall be defined as any and all bus trips which are not scheduled on a regular daily basis. Whenever possible, except in emergencies, extra trips shall be posted in a designated area five work days in advance of their departure.

All drivers shall be reimbursed at the established rate of hourly pay for the actual driving time. Payment for all extra trips shall begin when the driver arrives at the garage, or after the AM route or whichever applies. The trip ends when the driver returns to the school for the PM route or returns to the garage after the trip. Pre-trip, post-trip and cleaning the bus will be considered part of the trip when applicable. Each extra trip shall be assigned from a roster based on seniority. Trips shall be awarded to the senior driver signed up for the trip. If no regular driver elects to take a trip it will be assigned to a substitute driver.

Section 17.3. Assignment of Extra Trips

No driver shall be eligible for an extra trip if such assignment shall place the driver at over forty hours in a week, until such time as all drivers have had the opportunity to earn at least forty (40) hours in a given week.

Article XVIII Other Conditions

Section 18.1. Classified Staff Facilities

The District will provide classified employees a locking area to store personal items such as a jacket and purse and will provide adequate parking for employees during their shift. The locking area will be located in the building that the employee is assigned to work in for the majority of their schedule.

Section 18.2. Social Media

The parties acknowledge the impact that threats and harassment through electronic media may have on the educational process. Offenses such as, but not limited to, harassing or inappropriate email messages, websites, false electronic text messages or other technological misconduct that threaten the safety and/or reputation of the employee may be charged and/or disciplined in accordance with District policy and state law.

Employees are expected to follow the student disciplinary process in accordance with District policy and report such incidents to a building administrator as soon as possible. These offenses against employees will be considered exceptional misconduct which can lead to disciplinary action up to, and including, long term suspension and/or expulsion whenever appropriate and in accordance with student due process rights. The District shall follow federal and state law when disciplining special education students.

When reported, the principal or district administrator shall follow District policy and procedures when reviewing the incident and imposing any consequences. If the administrator is permitted by state and/or federal regulations, they will share relevant information back to the employee regarding what action, if any, has been taken.

The District will provide training to students and staff on appropriate use of social media and the unacceptable use of cyberbullying. Staff may provide input on the materials and training used.

Employees are free to exercise their personal legal rights and alternative courses of action concerning cyber threats and harassment.

Article XIX

Complete Agreement

The Agreement expressed herein, in writing, constitutes the entire Agreement between the parties.

Article XX

Terms and Conditions of Agreement

Section 20.1. Duration

Duration of this Agreement shall be from September 1, 2020 through August 31, 2023. The parties agree that for the duration of this Agreement it shall be a mutual goal to achieve a salary schedule and vacation and holiday pay that makes Southside E.S.P. Collective Bargaining Agreement competitive with surrounding school districts. As such, the contract shall be re-opened annually to progressively achieve the goal.

Section 20.2. Reopeners

This Agreement shall be reopened annually to renegotiate Article XX – Salaries, and Article IX - Group Insurance.

Section 20.3. Renegotiation Right

In the event of legislative action as interpreted by the Superintendent of Public Instruction, The Attorney General’s Office or the State Auditor, the District reserves the right to renegotiate this provision.

Section 20.4. Statutes

This Agreement shall be subordinate to federal and state laws existing or hereafter enacted.

Article XXI

Salaries

When state provided salary increases for each year of the contract are known by the District, the District and the Association will meet to apply same to the new salary schedule mutually agreed upon.

Signature Page

For the Southside E.S.P Association

For the Southside District

Union President

School Board Representative

Classified Representative

School Superintendent

Date of Agreement: _____

Appendix A
SOUTHSIDE SCHOOL DISTRICT NO. 042
CLASSIFIED SALARY SCHEDULE
SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2023

2020-2021 Salary Schedule						
IPD of 1.6% plus 3.5% and additional 2.0% for Educational Assistants						
Years in Same Position		1	2-4	5-9	10-14	15+
	EA	18.16	19.09	20.23	21.44	22.31
	Custodial/Maintenance	21.08	22.13	23.47	24.88	25.88
	Drivers	21.70	22.80	24.16	25.61	26.64
	Tech	26.88	28.23	29.92	31.72	32.99
	Paid Holidays	3	5	7	9	11

2021-2022 Salary Schedule						
IPD plus 1.5% and additional 2.0% for Educational Assistants						

2022-2023 Salary Schedule						
IPD plus 1.0% and additional 1.0% for Educational Assistants						

16+ Southside Years = .50ct. per hour Longevity Annually
 20+ Southside Years = .70ct. per hour Longevity Annually

Employees hired after February 1st of each school year will remain at Year 1 until September of the following year.

Lead positions will be paid .25 more per hour to handle lead responsibilities agreed upon as determined by the Superintendent.

Appendix B

Substitute Hourly Rate of Pay

Position	Rate
Educational Assistant	14.50
Custodial / Maintenance	15.59
Bus Driver	16.67
Information Technologies	23.66