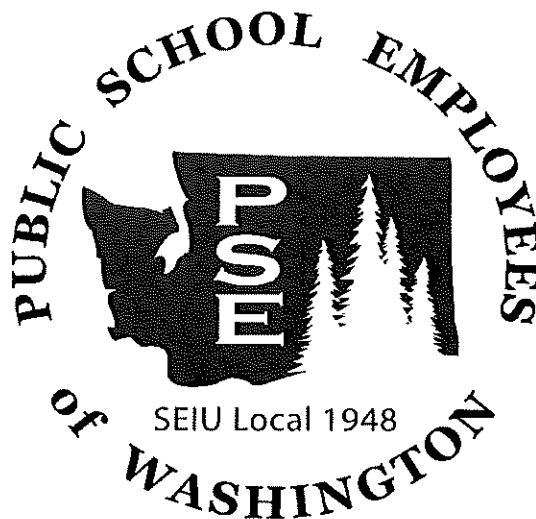


WENATCHEE

SCHOOL DISTRICT

COLLECTIVE BARGAINING AGREEMENT BETWEEN
Wenatchee School District No. 246
and
Wenatchee Association of
Public School Employees
an affiliate of
Public School Employees of Washington/SEIU Local 1948
September 1, 2025 through August 31, 2027



**Public School Employees
an affiliate of
Public School Employees of Washington/SEIU Local 1948
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1 **PREAMBLE**

2
3 This Agreement is made and entered into between

4 WENATCHEE SCHOOL DISTRICT NO. 246

5 (hereinafter "District")

6 and

7 WENATCHEE ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

8 an affiliate of

9 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU Local 1948

10 (hereinafter "Association").

11 The District and the Association, in accordance with the Public Employees Collective
12 Bargaining Act (RCW 41.56.010 et seq), shall meet at reasonable times to confer and negotiate
13 in good faith with respect to wages, hours, working conditions, and the establishment of
14 grievance procedures, which pertain to the District's employees represented by the Association.
15 In accordance with the provisions of the Public Employees Collective Bargaining Act and
16 regulations promulgated pursuant thereto, and in consideration of the mutual covenants
17 contained therein, the parties agree as follows:

18
19 **ARTICLE I - ASSOCIATION RECOGNITION**

20 **Section 1.1 Recognition**

21 The District recognizes the Association as the sole and exclusive bargaining agent for all
22 Secretaries, Para-Educators, Professional and Technical employed by the Wenatchee School
23 District 246, except for Secretary(s) of the Board of Directors, the Superintendent, and the
24 Superintendent's Administrative staff whose duties necessarily imply a confidential relationship
25 to the Board of Directors or Superintendent.

26 **Section 1.2 Labor/Management Meetings**

27 The Superintendent and/or designee(s) and the Association's President and/or designee(s) will
28 meet on a mutually agreeable basis to discuss appropriate matters of mutual concern. When
29 requesting a meeting the party calling the meeting shall state the nature of such meeting and the
30 subject(s) to be discussed.

1 **Section 1.3 Classifications**

2 Classifications are defined as Secretaries, Para-Educators, Professional and Technical.

3 **Section 1.4 Substitutes**

4 Substitutes are employed at will to replace a regular employee, based on the absence of the
5 regular employee or as extra help to fill a temporary need. The substitute will be paid at Step
6 1 and will not receive other benefits or contract rights.

7 **Section 1.5 Long Term Substitutes**

8 Long Term Substitutes are employed to fill positions that are created due to emergency
9 situations or are subject to short-term financing, up to ninety (90) work days, which do not
10 warrant the posting of a regular position or the addition of hours to regular bargaining unit
11 employees. Long Term Substitute positions, unlike regular positions, terminate on or before the
12 end of the school year. Long term substitutes shall have no bumping rights. Long Term
13 Substitutes shall be placed on Step 1 of the appropriate classification.

14 **Section 1.6 Leave Replacement Employees**

15 When a leave of absence is scheduled to be greater than ninety (90) workdays, the employee
16 hired to fill the position will be paid at the appropriate classification level of the position being
17 filled. Leave replacement employees shall be included within the bargaining unit and subject to
18 all the terms and conditions of this Agreement excluding Section 13.1 (Seniority) and Section
19 13.9 (Layoff). Employees hired to fill a leave of absence position will only be employed for
20 the period of the leave. These positions will terminate on or before the end of the school year.
21 These employees shall have no bumping rights.

22 Current employees shall be allowed to apply for leave replacement positions per the provisions
23 of Section 13.4 (Job Opening) and Section 13.5 (Hiring) and upon completion of the leave of
24 absence, the employee filling the leave replacement position shall return to a similar position in
25 accordance with their prior work experience. Only one employee may leave their regular
26 assignment for each leave of absence, unless mutually agreed upon by the District and
27 Association. If a current employee is hired into a leave of absence position, they will be placed
28 on the appropriate step in the appropriate classification.

29 **Section 1.7 LIT Hours**

30 Hours assigned by the building LIT team each year, will be paid on a contract for the length of
31 the school year, and as such, shall receive appropriate pay, benefits, for school year only.

1

2 **ARTICLE II - MANAGEMENT RIGHTS**

3 The Association recognizes the Board of Directors as the elected representative of the citizens
4 of Wenatchee School District and that the Board in acting in behalf of the citizens of the
5 District, retains and reserves all powers, rights, authority, duties and responsibilities conferred
6 upon and vested in it by the regulations of the State Board of Education, the Statutes and
7 Constitution of the State of Washington and/or of the United States, and any other law, rule
8 and/or regulation.

9 Neither this Agreement nor the act of negotiating shall be construed to be a delegation to others
10 of the policy-making authority of the Board, which authority the Board specifically reserves
11 unto itself. The management of the District and the direction of the work force are vested
12 exclusively in the Employer subject to the terms of this Agreement. All matters not specifically
13 and expressly covered or treated by the languages of this Agreement may be administered by
14 the District in accordance with such policy or procedure as the District from time to time may
15 determine. Management officials retain the right and obligation to determine the method,
16 number and kinds of personnel by which operations undertaken by employees in the unit are to
17 be conducted. Management prerogatives shall not be deemed to exclude other Employer rights
18 not herein specifically enumerated.

19

20 **ARTICLE III – EMPLOYEE RIGHTS**

21 **Section 3.1 Employee Rights**

- 22 1. Each employee shall have the right to bring matters of personal concern to the attention of
23 their immediate supervisor/principal, superintendent designee, superintendent or
24 Association, with or without the assistance of the Association representatives.
- 25 2. Employees have the right to have association representatives at discussions that could lead
26 to discipline between themselves and supervisors or other representatives of the district.
- 27 3. Each employee reserves the right to have an Association representative intercede and speak
28 on the employee's behalf regarding any issue in this agreement.

29 **Section 3.2 Administration of Medication**

30 The administering of medication and ongoing health intervention to students shall be the
31 responsibility only of employees trained for that purpose. Yearly training and ongoing

1 supervision, by the designated district licensed health professional will be provided for all
2 employees responsible for the administration of medication. Employees may not be assigned,
3 without prior training, to administer medication. Whenever possible, employees accepting the
4 responsibility for “supervision of students” shall be informed of medical problems by the
5 district health professional of any student for which they are responsible, to protect the health
6 and safety of the student.

7 **Section 3.3 Personnel Files**

8 There shall be only one (1) official personnel file for each employee to be kept in the District
9 Human Resources office. An employee shall have the right to review his/her personnel file by
10 making an appointment for such purpose through the Human Resources Office. During the
11 review, an official or representative of the Association may be present. The employee shall
12 have the right to copy and attach his/her own comments to material included in his/her
13 personnel file, and may initial and photocopy any material in the file, at District expense. The
14 employee will be notified of and sign any derogatory material inserted into the personnel file.
15 After seven (7) years, at the employee’s request, and upon mutual agreement between the
16 employee and the Human Resources Director, the District may remove and destroy employee’s
17 evaluation reports and any adverse materials upon which no subsequent action has been taken.

18 19 **ARTICLE IV- DUES REDUCTION**

20 **Section 4.1 Membership**

21 The District shall deduct State and Local Association dues from the monthly gross wages of
22 any employee who authorizes such deduction, pursuant to RCW 41.56.110. State dues and an
23 itemized dues remittance form shall be transmitted to the State Treasurer of the Public School
24 Employee’s of Washington within ten (10) working days after collection. Local dues shall be
25 deposited by District staff into the bank account of Wenatchee Association of PSE #1012. An
26 itemized dues remittance form shall be transmitted to the Association President within ten (10)
27 working days after collection.

28 **Section 4.1.1 Association Membership Requirement**

29 The District agrees to accept dues authorization via written authorization, voice recorded
30 authorization or by E-signature in accordance with “E-SIGN”. The Association will provide a
31 list via email of those members who have authorized Association memberships to the District.

1 In addition, the Association will provide access for the District to the .wav (or other digital
2 format) files associated with the voice recorded authorization. PSE will be the custodian of all
3 records related to voice recorded/E-signature authorizations. As the custodian of the records, it
4 has responsibility to ensure the accuracy and safekeeping of those records.

5 **Section 4.2 New Hire Notification**

6 The District will notify the Association President via e-mail of all new hires within ten (10)
7 working days of the hire date. At the time of hire, the District will inform the new hire of the
8 terms and conditions of this Article.

9 **Section 4.3 Membership Audit**

10 At the request of PSE twice per year the District shall provide a list of all bargaining unit
11 employees to include: the name, address, phone number, position, building assignment, salary,
12 hours/day, days/year, and date of hire of employees to the Public Employees of Washington,
13 Membership Department, and the Association President.

14 **Section 4.4 Voluntary Political Action Contribution (C.O.P.E)**

15 The District shall upon receipt of a written, E-Signed or voice recorded authorization that
16 conforms to legal requirements, deduct from the pay of such bargaining unit employees the
17 amount of contribution the employee voluntarily chooses for deduction for political purposes
18 and shall transmit the same to PSE on the PSE dues remittal. The employee may revoke the
19 request at any time.

20 **Section 4.5 District Held Harmless**

21 The District assumes no obligation, financial or otherwise, arising out of the provisions of this
22 Article, and the Association shall indemnify and hold the District harmless for any and all
23 claims, grievances, arbitrations, awards, suits, attachments, or other proceedings arising out of
24 or by reason of any action taken by the District for the purpose of complying with any of the
25 provisions of this Article of the Agreement.

26
27 **ARTICLE V - WORK RULES**

28 **Section 5.1 Job Descriptions**

29 Copies of job descriptions are to be posted on the WSD website and shall be provided to each
30 employee when hired. The Human Resource Office will review job descriptions as needed or

every four (4) years. The District will notify the Association in writing of changes to the content of job descriptions.

Section 5.1.1 Work Schedules

The normal work week shall consist of five (5) consecutive days, Monday through Friday. Employees shall be assigned to regular shifts and work weeks. Building or program administrators will notify employees as soon as possible of reassignment to another building and/or any change in funding and/or hours.

Section 5.2 Rest Periods/Lunch Period

All employees' work schedules shall provide for a fifteen (15) minute rest period during each four (4) consecutive hours of work. The rest period shall be scheduled at the middle of each period whenever it is feasible. Lunch periods shall not be more than one (1) hour or less than one-half (1/2) hour, shall be uninterrupted, and shall be scheduled with approval of the supervisor.

In the event an employee is assigned to a shift less than the normal work shift previously defined in this Article, when practicable, the employee shall be assigned:

Over 3 hours up to 4.99 hours worked	One 15-minute break (paid)
5 hours up to 6.5 hours worked	One 15-minute break (paid) and one-half (.5) hour lunch break (non-paid)
Over 6.5 hours worked	Two 15-minute breaks (paid) and one-half (.5) hour lunch break (non-paid)

Section 5.3 First Aid Certificates

The District shall provide First Aid/CPR/AED training for designated employees at no cost to the employee. Designated employees shall obtain first aid certificates with CPR endorsements as a condition of employment. Employees shall be paid their regular rate of pay while taking First Aid/CPR/AED training. It is the responsibility of the designated employees to monitor card expiration dates and register for training to obtain/maintain certification.

Section 5.4 Work Year

The normal work year shall be based on the 180-day Wenatchee School District student calendar.

Schedule for the 2025/2026 and 2026/2027 school years:

Employees on Schedule A (excluding Bus Monitors) Fall conference days are non-contract

1 days. In exchange, three (3) contracted work days will be scheduled in August prior to the start
2 of school for professional development. One of the scheduled August dates will be District
3 Day.

4 Bus Monitors: The four (4) fall and spring conference days are non-contracted days. In
5 exchange, four (4) contracted work days will be scheduled in August prior to the start of school
6 for in-service training.

7 Employees on Schedule B and C: District day will be a mandatory workday, employees on
8 Schedule B and C who are not contracted for that day will be paid on a timesheet.

9 The August training and in-service dates will be published prior to the last day of school.

10 **Section 5.5 Training Meetings**

11 When employees are required to attend meetings with the District for the purpose of
12 orientation and/or training, said employees shall receive their regular rates of pay. Every effort
13 will be made to notify employees at least one week in advance of required training or meetings.

14 **Section 5.6 Staff Development**

15 The District will reimburse employees for one-half (1/2) the tuition cost of a course from any
16 accredited college or a district approved professional development training, including the
17 bilingual/bi-literate exam, that directly applies to the employee's current job description.
18 Reimbursement up to a maximum of \$450.00 per year, with the ability to carry over one year
19 for a total of \$900.00, will depend on a recommendation from the employee's immediate
20 supervisor and prior approval from the Human Resources Office. There will be no tuition
21 reimbursement for courses that have not been pre-approved by the Human Resources Office
22 prior to the start of the course. The District and/or employee may recommend a course in
23 which the employee should enroll. Payment will occur when the employee provides a receipt
24 and transcript or certificate showing that they have successfully completed or passed the
25 pre-approved course/exam. Employees shall follow the District procedure for Classified Tuition
26 Reimbursement, HRO-F005, to receive reimbursement. Reimbursement will not be available
27 for repeat courses or exams.

28 **Section 5.7 Liability Insurance**

29 The District shall provide its staff with insurance protection while they are performing
30 authorized duties; engaged in the maintenance of order and discipline and in the protection of

1 students, other staff and property; provided that there is no obligation to assume any
2 responsibility for employees when damages are due to the employee's negligence, in whole or
3 in part, or are due to willful violation of law or criminal act. Employees shall comply with
4 District Policies and Procedures and Washington State Laws governing the physical restraint of
5 and the use of force on students. Such insurance protection shall include liability covering
6 injury to persons and property and insurance protecting staff from loss or damage to their
7 personal property, incurred while so engaged.

8 **Section 5.8 Travel Time and Compensation**

9 Travel time will be paid, and mileage will be reimbursed, per School Board Policy
10 6213/6213P. Travel/transition time will be scheduled as part of the employee's contracted
11 time and not infringe upon the employees' rest periods and/or lunch periods.
12

13 **ARTICLE VI- WAGES AND HEALTH BENEFITS**

14 **Section 6.1 Salaries**

15 Employees shall be compensated in accordance with the provisions of this Agreement for all
16 authorized hours worked. Salaries for employees subject to this Agreement, during the term of
17 this Agreement, are contained in Schedule A, B, C, and D and shall be for the entire term of
18 this Agreement subject to the terms and conditions of Article XVII Section 17.1.

19 For the 2025-2026 school year, the salary improvements shall be as follows:
20

- 21 ● Increase of 2.5% to all steps on all salary schedules.
- 22 ● Adjusting Longevity structure and amounts as indicated in Section 6.10.
- 23 ● For the 25-26 school year only-Employees on Schedule A who meet the following
24 criteria will receive a stipend of \$250 to be paid in the July 2026 check.
 - 25 ○ Those hired before the 2025-2026 school year must have completed the 28 hour
26 Fundamental Course of Study training during the current or a previous school year,
27 AND the 14 hours of required annual training during the 2025-2026 school year by
28 June 12, 2026,
 - 29 ○ Those hired during the 2025-2026 school year must have have completed the 28
30 hour Fundamental Course of Study training by June 12, 2026

o Bus Monitors and Science Resource Paras are required to complete all mandatory training for their position.

For the 2026-2027 school year, the salary improvement shall be as follows:

- An increase of IPD to all steps on the salary Schedules B, C, D
- An increase of IPD +1% to all steps on salary Schedule A

Section 6.2 Prorated Pay - 12 Months

Eligible employees shall be paid on a pro-rated twelve-month basis.

Section 6.3 Increments

Incremental steps, when applicable, shall take effect on September 1st of each year during the term of this Agreement; provided, the employee has been actively employed continuously since March 1st of the previous employment year.

Section 6.4 Salary Schedule Placement

New Hires -The District Human Resources Office, upon notification by the employee of prior experience in a like job, will determine if credit for prior work experience should be extended in order to place the employee on a higher step of the job classification. Credit for prior experience for the purpose of salary placement will be retroactive to the date of hire upon completion of the employee's probationary period, or retroactive for ninety (90) working days if prior employment experience is not provided to Human Resources prior to completion of the probationary period. Employees must notify the Human Resources Office within six (6) months from the date of hire of their desire to have prior experience considered.

Current Employees - Employees moving from one classification to another classification or salary level, shall be placed on a step within the new classification or salary level that is at least thirty-five cents (\$.35) higher than their current salary. If an employee moves to a lower salary level they shall move laterally across the salary schedule.

Para-Educators hired prior to June 12, 2009, that were placed on Schedule A, level 3 (previously II) are grandfathered and will retain salary placement in level 3 for pay purposes only. For purposes other than pay, (layoff, hiring, seniority, or any other provisions provided in this Agreement) the grandfathered Para-Educators are in level 2.

It is the employee's responsibility to confirm that their salary is correct by accessing the payroll formula sheet.

1 **Section 6.5 Substituting for Higher Classification**

2 Employees substituting in a position with a higher salary level will be compensated at a higher
3 rate of pay, at least thirty-five cents (\$.35) greater than their current salary, effective the first
4 day.

5 **Section 6.5.1 Subbing for Certificated Staff**

6 When a qualified bargaining unit member substitutes in a certificated teacher's position, the
7 classified employee will receive the current certificated substitute rate or their regular rate of
8 pay whichever is greater.

9 **Section 6.6 Emergency School Closure**

10 Employees shall make every reasonable effort to determine whether or not to report to work
11 and the District shall make a reasonable effort to notify the employee to refrain from coming to
12 work. Employees reporting to work, not having received such notification, shall receive a
13 minimum of one-hour pay.

14 **Section 6.7 Professional Stipends**

15 Annual stipends will be paid to employees who hold a Bachelor's degree or Associates degree.
16 Employees who successfully pass the District Bilingual / Bi-literate test may also receive a
17 bilingual / bi-literate translator stipend.

18 Associates Degree	\$.65 per hour
19 Bachelors Degree	\$.75 per hour
20 Bilingual/bi-literate written and verbal translator	\$.65 per hour

21 Stipends will begin effective the first of the month following the receipt of the employee's
22 official transcripts or proof of successfully passing the District Bilingual / Bi-literate test by
23 Human Resources. If provided within thirty (30) calendar days of hire date, stipends will
24 begin on date of hire. The District Bilingual/Bi-literate test is only administered a few times
25 throughout the year. New hires who provide proof of passing the test upon the first testing date
26 available to them will have the stipend retroactive to their hire date.

27 Employees hired by 6/12/09 are grandfathered and will retain their Core Competencies stipend.
28 Stipends will be paid on a prorated basis upon receipt of proper documentation, with the
29 exception of the Bilingual Stipend as outlined above. Employees shall be eligible for each
30 stipend they qualify for, except an employee may not receive a combined AA/BA Stipends and
31 will be paid on all hours worked.

Section 6.8 Direct Deposit

Employees shall be enrolled in the District's direct deposit plan. Salaries will be deposited directly to each employee's bank account.

Section 6.9 Health Benefits

As of January 1, 2020, employee insurance, definitions and eligibility rules are as defined in WAC 182-30 and 182-31. Employees projected to be working six hundred thirty (630) hours or more per school year (September 1 through August 31) shall be eligible to receive a District contribution for their selected benefits.

The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees' Benefit Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

Section 6.10 Longevity

Longevity Steps take effect on Sept 1 of each year and shall be applied to all hours worked by the employee.	
At the completion of the 10th year through the 14th year of continuous service with WSD	Add \$.85per hour
At the completion of the 15th year through the 19th year of continuous service with WSD	Add \$.85 per hour
At the completion of the 20th year through the 24th year of continuous service with WSD	Add \$.85 per hour
At the completion of the 25th year of continuous service with WSD	Add \$.85 per hour

- The employee must have been actively employed continuously on or before March 1st, of the previous employment year.

Section 6.11 Retirement Notification Stipend

If an employee notifies the Human Resources Office in writing prior to the last regular Board meeting in January of the employee's retirement at the end of the school year, the employee shall receive a five hundred dollar (\$500) stipend payable in June of the retiring year.

1
2 **ARTICLE VII- OVERTIME, COMPENSATORY TIME AND CALLBACK**

3 **Section 7.1 Overtime**

4 Employees may be required to work overtime. Overtime requested by the employee must be
5 pre-approved. Time and one-half the employee's regular hourly pay, or compensatory time off
6 as hereinafter defined, shall be paid for work under any of the following conditions:

- 7 1. All work performed in excess of forty (40) hours in any workweek.

8 **Section 7.2 Compensatory Time**

9 When an employee works overtime the employee may request to have compensatory time off at
10 the rate of overtime earned. The employee shall inform their immediate supervisor before the
11 end of the overtime worked as to whether overtime pay or compensatory time is desired. If
12 compensatory time is approved by the District the supervisor shall make the necessary
13 accommodations to allow for compensatory time off at a mutually agreed upon time.

14 Compensatory time shall be used within two (2) months from the date the overtime is worked.
15 Compensatory time accrued is limited to a maximum of forty-eight (48) hours within each
16 comp time period. Compensatory time not used within the two (2) month period shall be
17 submitted to the payroll office the following month as overtime.

18 **Section 7.3 Callback Pay**

19 When an employee's workday has come to an end and they have left the job site, and they are
20 called back on the job by the District, the employee shall be paid a minimum of two (2) hours
21 straight time.

22 **Section 7.4 Flex Time**

23 With prior approval from, or at the request of, the Administrator, employees may from time to
24 time adjust their daily work schedule. The flextime must be used or made up within the same
25 work week. Flextime may be limited to two (2) hours per instance, and will not be granted if it
26 would impact student learning time or require a substitute to cover part of the employee's time,
27 unless determined to be operationally necessary by the Administrator.

28
29 **ARTICLE VIII- HOLIDAYS**

30 **Section 8.1 Full Time Employees**

31 Twelve (12) month employees shall receive the following paid holidays:

- | | | |
|---|------------------------------|----------------------------------|
| 1 | 1. Labor Day | 8. New Year's Day |
| 2 | 2. Veteran's Day | 9. Martin Luther King's Birthday |
| 3 | 3. Thanksgiving Day | 10. Presidents' Birthday |
| 4 | 4. Friday after Thanksgiving | 11. Memorial Day |
| 5 | 5. Christmas Eve | 12. Last Day of Spring Vacation |
| 6 | 6. Christmas Day | 13. Juneteenth |
| 7 | 7. New Year's Eve | 14. Day before Independence Day |
| 8 | | 15. Independence Day |

9 When the work year has more than two hundred sixty (260) workdays, the additional
10 workday(s) will be designated by the District to be during the Winter Break, shall be a
11 non-school day(s) and shall be taken prior to December 31st. If the workload necessitates a
12 temporary deviation from the district designated day(s), prior approval from the immediate
13 supervisor is required, and the day must still be taken during the Winter Break and prior to
14 December 31st.

15 **Section 8.2 Part Time Employees**

16 Employees working less than two hundred sixty (260) days shall receive the following paid
17 holidays:

- | | | |
|----|------------------------------|----------------------------------|
| 18 | 1. Labor Day | 7. New Year's Eve |
| 19 | 2. Veteran's Day | 8. New Year's Day |
| 20 | 3. Thanksgiving Day | 9. Martin Luther King's Birthday |
| 21 | 4. Friday after Thanksgiving | 10. Presidents' Birthday |
| 22 | 5. Christmas Eve | 11. Memorial Day |
| 23 | 6. Christmas Day | 12. Juneteenth** |
| 24 | | 13. Independence Day* |

25 *Effective for 215-day employees only

26 **If within the employees contracted days.

27 Labor Day is a paid holiday whether within the work year or not.

28 **Section 8.3 Day Before and After Holiday**

29 To receive holiday pay employees must work the scheduled day before and after the recognized
30 holiday or be on paid leave. Employees requesting approved personal leave for the use in

conjunction with a holiday or Thanksgiving, Winter or Spring Breaks must request such leave no later than thirty (30) days in advance.

Section 8.4 Pay for Holiday Work

Employees required to work on a holiday shall receive their normal hourly rate of pay for the holiday plus time and one-half for all hours worked on such holidays.

ARTICLE IX- VACATIONS

Section 9.1 Vacation Accrual

Vacation time shall be earned in the amount of one (1) day per month for each full time employee for the first five (5) years. After completion of the fifth year the following table shall apply: (Bonus days shall be computed effective on anniversary date of hire.)

<u>After completion of:</u>	<u>Add:</u>	<u>Total:</u>
5th year	1 bonus day	13 days
6th year	2 bonus days	14 days
7th year	3 bonus days	15 days
8th year	4 bonus days	16 days
9th year	5 bonus days	17 days
10th year	6 bonus days	18 days
11th year	7 bonus days	19 days
12th year	8 bonus days	20 days

Full-time employees are defined as those working a forty (40) hour week over a twelve (12) month period. Those working less than a forty (40) hour week over a twelve (12) month period shall receive annual vacation in an amount prorated based on the fraction of the forty (40) hour week worked.

Section 9.2 Vacation Schedules

Vacation schedules will be arranged with the Principal/Supervisor and have the approval of the District. The District will attempt to accommodate the employee whenever possible.

Section 9.3 Vacation Accumulation

Employees may accumulate a maximum of fifteen (15) days vacation, which may be added to vacation benefits for the following year. Accumulation of up to a maximum of 30 days or (240) hours for PERS 1 members may be accumulated and cashed out at retirement.

1 **Section 9.4 Holidays During Vacation**

2 Holidays that occur while the employee is on vacation shall not be counted as a vacation day
3 for that employee.

4 **Section 9.5 Vacation Pay Out**

5 Any employee who is laid off, discharged, retired or separated from the service of the
6 Employer for any reason, prior to taking vacation, shall be paid on the basis of the employee's
7 regular rate of pay under which the vacation days were earned, for the unused vacation that has
8 accumulated at the time of separation.

9 **Section 9.6 Vacation Leave Sharing**

- 10 1. **Right to Donate:** Employees may donate vacation leave to come to the aid of another
11 secretary/para-educator/professional/technical employee who is suffering from an
12 extraordinary or severe illness, injury, impairment or physical or mental condition which
13 causes or is likely to cause the employee to take leave without pay or terminate his or her
14 employment.
- 15 2. **Minimum Accumulation:** An employee who has an accrued vacation leave balance of
16 more than ten (10) days may donate such leave.
- 17 3. **Maximum Donation:** Employees are allowed to grant up to six (6) days during any
18 twelve-month period.
- 19 4. **Limits:** Employees cannot donate vacation leave days that would result in their annual
20 leave going below ten (10) days.
- 21 5. **Status of Leave Employees:** While an employee is on leave under this section, he or she
22 shall be classified as an employee and shall receive the same treatment in respect to salary,
23 wages, and employee benefits as the employee's sick leave account in accordance with
24 state statutes, rules and regulations.

25 REF. 28A.400.380 and RCW 41.04.650 through 41.04.665.

26 **ARTICLE X - PAID/UNPAID LEAVE**

27 Leave benefits are not intended to extend beyond a 12-month period.

28 **Section 10.1 Sick and Emergency Leave**

29 Annual leave with compensation for illness, injury and emergencies shall be granted and
30 accrued at a rate not to exceed twelve (12) days per year for each full-time employee. It is the
31 responsibility of the employee to enter all absences into the district's absence tracking system

1 and to provide reasonable notice of such absence. Less than full-time employees shall be
2 granted sick and emergency leave in the same proportion as their part-time work bears to
3 full-time work. Such leave shall begin accruing to the employee as of September 1 of each
4 year. One half (1/2) of sick leave will be front loaded with September payroll and the second
5 half of sick leave will be front loaded with February payroll each school year. Leave provided
6 in this section shall accumulate to the number of days in the employee's work year. Sick and
7 emergency leave shall be categorized as the following:

8 1. Sick Leave – An absence resulting in the employee's mental or physical illness, injury
9 or health condition; to accommodate the employee's need for medical diagnosis, care, or
10 treatment of a mental or physical illness, injury, or health condition or an employee's need for
11 preventative medical care.

12 2. Family Illness-Serious illness in the immediate family. The immediate family is
13 defined and shall mean spouse, registered domestic partner, parent, mother-in-law,
14 father-in-law, step parent, brother, sister, child, step child, grandparent, grandchild, or legal
15 dependent.

16 The District shall allow an employee to use the employee's accrued sick leave to care for a
17 child of the employee under the age of eighteen with a health condition that requires
18 treatment or supervision. Serious illness of a person not in the immediate family if approved
19 by the Superintendent or designee.

20 3. Emergency Leave- Circumstances beyond the control of the employee that meets the
21 following definition. An emergency is defined as a sudden, urgent, unexpected occurrence or
22 occasion requiring immediate action, such as fire, flood, accident, etc., if approved by the
23 Superintendent or designee.

24 **Section 10.2 Physicians Verification**

25 A written statement from a physician shall verify illness in excess of three (3) consecutive
26 days. The District may request verification of sick leave of less than three (3) consecutive days
27 if an abuse of sick leave is indicated and in accordance with State and Federal Family Leave
28 laws.

1 **Section 10.3 Transfer of Sick Leave**

2 Employees who have accrued sick leave while employed by another public school district in
3 the State of Washington shall, upon request, be given credit for such accrued sick leave in
4 accordance with state statutes.

5 **Section 10.4 Sick Cash Out**

6 In January of the year following any year in which a minimum of sixty (60) days of leave for
7 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
8 option to receive remuneration for unused leave for illness or injury accumulated in the
9 previous year at a rate equal to one (1) day's monetary compensation of the employee for each
10 four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for
11 illness or injury for which compensation has been received shall be deducted from accrued
12 leave for illness or injury at the rate of four (4) days for every one (1) day's monetary
13 compensation.

14 Additionally, at the time of separation from school district employment due to retirement,
15 death, or separation, an eligible employee or the employee's estate shall receive remuneration at
16 a rate equal to one day's current monetary compensation of the employee for each four (4) full
17 days accrued leave for illness or injury. Days in excess of one hundred and eighty (180) will
18 not be allowed for cash out purposes.

19 An eligible employee means:

- 20 i. Employees who separate from employment due to retirement or death.
21 ii. Employees who separate from employment and who are at least age fifty-five (55) and
22 have at least ten (10) years of service in SERS 3; or
23 iii. Employees who separate from employment and who are at least age fifty-five and
24 have at least fifteen (15) years of service in SERS 2.

25 **Section 10.5 Industrial Insurance Payment**

26 When an employee is injured on the job and is unable to perform his/her duties as a result of
27 an on-the-job injury or occupational disease or illness, and is certified off work by a doctor,
28 the employee may elect to use leave as follows:

- 29 A. Choose unpaid leave thus receiving only his/her entitled temporary total disability (TTD)
30 benefit payment from the Districts industrial insurance; or

- 1 B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in
2 addition to their entitled TTD benefits; or
- 3 C. Elect to use a proportionate share of accumulated leave to make up the difference
4 between the workers' compensation payments and the employee's regular pay at the time
5 of injury.

6 **Section 10.6 Sick Leave Sharing**

- 7 1. Right to Donate: Employees not eligible for vacation leave may donate sick leave to
8 come to the aid of another bargaining unit employee who is suffering from an
9 extraordinary or severe illness, injury, impairment or physical or mental condition
10 which causes or is likely to cause the employee to take leave without pay or terminate
11 his or her employment.

12 Reference RCW 41.04.660

- 13 2. Minimum Accumulation: An employee who has an accrued sick leave balance of more
14 than twenty-two (22) days may donate such leave.
- 15 3. Maximum Donation: Employees are allowed to grant up to six (6) days during any
16 twelve (12) month period.
- 17 4. Limits: Employees cannot donate sick leave days that would result in their sick leave
18 account going below twenty-two (22) days.
- 19 5. Status of Leave Employees: While an employee is on leave under this section, he or
20 she shall be classified as an employee and shall receive the same treatment in respect to
21 salary, wages, and employee benefits as the employee would normally receive if using
22 accrued sick leave. Payment of sick leave shall be distributed as if normally using their
23 regularly accrued sick leave. Payment of sick leave shall be in accordance with state
24 statutes, rules and regulations.

25 **Section 10.7 Jury Duty**

26 An employee shall be granted a leave of absence, with pay, at any time the employee is
27 required to report for jury duty or jury service. The District may allow employees to retain their
28 jury earnings without deduction, as the District deems appropriate. If the District collects jury
29 compensation, employees shall be paid the difference between any jury duty compensation they
30 receive, not including expense reimbursements, and their regular wages for each day of jury
31 service.

1 **Section 10.8 Subpoena**

2 Appearance before a court, legislative committee or quasi-judicial body as a witness or
3 co-defendant with the district in response to a subpoena or other legal directive should be
4 approved as authorized leave with pay. However, the school salary shall be reduced by the
5 amount paid to such employee for such appearance. No compensation shall be granted if the
6 employee is subpoenaed by the Association; or is a witness in their own behalf or interest; or if
7 the employee is the plaintiff or defendant in a case. In the event that an employee is a party in a
8 court action, such employee may request appropriate leave.

9 **Section 10.9 Bereavement Leave**

10 In the event of a death in the immediate family of the employee, an absence of up to five (5)
11 days per occurrence shall be permitted. Compensation shall be at the employee's regular rate
12 of pay. The immediate family shall be defined as spouse, registered domestic partner, parent,
13 mother-in-law, father-in-law, step parent, brother, brother-in-law, sister, sister-in-law, child,
14 son-in-law, daughter-in-law, step child, grandparents, grandchild, or legal dependent. One (1)
15 day of bereavement leave with pay shall be granted for bereavement of friends and professional
16 acquaintances. Bereavement leave may be granted by the District in addition to the five (5)
17 days specified above in unusual cases where extreme hardship is evident or extensive travel is
18 necessary. Extended bereavement leave shall be deducted from sick leave.

19 **Section 10.10 Family and Disability Leave**

20 Family and disability leave (including maternity leave) shall be granted in accordance with
21 Federal and State statutes. In addition to any other leave provided for elsewhere in this
22 Agreement, upon the birth of a child, the placement of a child with an employee for adoption
23 or foster care, or for a serious health condition of an employee or an employee's spouse, child,
24 or parent, each employee who has worked at least 1250 hours during the previous twelve (12)
25 months is entitled to a maximum of twelve (12) weeks unpaid leave; provided, however, that
26 employees may substitute sick leave to care for themselves or sick family members as defined
27 above. The employee must provide the employer with at least thirty (30) days written notice
28 for foreseeable leaves for birth, adoption and planned medical treatment. During this leave, the
29 employer will continue to pay the same portion of insurance premiums as when the employee
30 was working, and will maintain the employee's coverage under any group health plan. Upon

1 return from such leave, the employer will place the employee in his/her previous position, or
2 one with equivalent pay and benefits.

3 **Section 10.11 Personal Leave Up to 219 Days and 260 Day Employees**

4 Each employee shall be entitled to up to two (2) days of paid personal business leave per year,
5 calculated based on average contract hours. Personal leave shall be granted based on the same
6 proration as an employee's FTE and date of hire. All personal leave hours will be front loaded
7 in September, based on the employees' contracted hours for the year and shall be deducted as it
8 is used hourly or portion thereof. Such leave must be requested two (2) weeks in advance using
9 the district's absence reporting system and requires the approval of the employee's supervisor
10 prior to the employee taking such leave. An employee may carry forward up to three (3)
11 personal leave days per year to the following year, for a maximum of five (5) days worth of
12 accumulated hours in any given year. All appropriate leave will be taken prior to an employee
13 using leave without pay.

14 **Section 10.11.1 Personal Leave 220-259 Day Employees**

15 Each employee shall be entitled to up to three (3) of paid personal leave per year, calculated
16 based on average contract hours. Personal leave shall be granted based on the same proration as
17 their FTE and date of hire. All personal leave hours will be front loaded in September, based on
18 the employees' contracted hours for the year and shall be deducted as it is used hourly or
19 portion thereof. Such leave must be requested two (2) weeks in advance and requires the
20 approval of the employee's supervisor prior to the employee taking such leave. An employee
21 may carry forward two (2) personal leave days per year to the following year, for a maximum
22 of five (5) days worth of accumulated hours in any given year. All appropriate leave will be
23 taken prior to an employee using leave without pay.

24 **Section 10.12 Leave of Absence**

25 Leave of absence without pay may be granted an employee for good and sufficient reasons at
26 the discretion of the District, this does not include leave otherwise outlined in this Agreement,
27 or by state and federal laws. Requests for a leave of absence must be submitted to Human
28 Resources, in writing, at least thirty (30) days prior to the requested leave start date when
29 feasible. An employee shall be required to exhaust all appropriate paid leave prior to the
30 beginning of the leave of absence without pay. The leave of absence will not exceed twelve

1 (12) months. An employee returning to work from a leave of absence must report for work
2 within twenty-four (24) hours of the final date of the leave or be subject to termination.
3 Medical leave of absences not otherwise covered, may be requested on a year to year basis.

4 The employee shall not accumulate benefits or seniority during such absence and shall be
5 reinstated to a similar position in accordance with their prior work experience upon termination
6 of the leave of absence. Employee must notify the District of their intent to return by February
7 1st of the year the employee is on leave of absence. Once an employee returns from said
8 unpaid leave, the employee may not apply for another leave of absence for three (3) years. An
9 employee requesting a leave of absence to accept another position within the district will
10 receive pay and benefits appropriate to the position accepted.

11 **Section 10.13 Paid Family and Medical Leave (PFML)**

12 As allowed by law, the state will provide PFML benefits to eligible employees. Paid Family
13 and Medical Leave (PFML) eligibility and benefits will be determined by the Washington State
14 Family and Medical Leave and Insurance Act as per RCW 50A.04. Such leave shall be used
15 consecutively with the employee's other leave entitlements unless the employee elects
16 otherwise.

17
18 **ARTICLE XI - DISCRIMINATION/AFFIRMATIVE ACTION**

19 **Section 11.1 Non - Discrimination**

20 Neither the District nor the Association shall discriminate against any employee subject to this
21 Agreement on the basis of race, creed, color, sex, national origin, religion, age, marital status,
22 honorably discharged veteran, military status, sexual orientation including gender expression or
23 identity, the presence of any sensory, mental, or physical disability or the use of a trained dog
24 guide or service animal by a person with a disability in its programs and activities and provide
25 equal access to the Boy Scouts and other designated youth groups, or as otherwise provided by
26 law.

27
28 **ARTICLE XII - ASSOCIATION ACTIVITIES**

29 **Section 12.1 Association Activities**

30 Association activities permitted without loss of pay, on the part of District's employees, during
31 working hours and on the District's premises shall be limited to the following:

1. Grievance Hearings.
2. Labor/Management Meetings.
3. Arbitration Hearings.
4. Attendance at negotiating meetings with the District.
5. Posting of notices and distribution of literature in the building in which the employee works.
6. District New Employee Orientation Day(s) for the purpose of sharing information about the Association.

Section 12.2 Access to Premises

Representatives of the Association may have access to the District premises if approved by the Superintendent or designee. This privilege shall be exercised so that no time is lost to the District.

Section 12.3 Access to New Employees

The District will provide PSE reasonable access to new employees of the bargaining unit for the purposes of presenting information about PSE to the new employee. No employee may be mandated to attend the meeting or presentation. "Reasonable access" for the purpose of this section means the access to the new employee occurs within ninety (90) days of the employee's start date of a position within the bargaining unit. Access is for no less than thirty (30) minutes; and the access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and PSE. (reference RCW 41.56.037 and SB 6229)

Section 12.4 Use of Mail System

The Association shall have the right to reasonable use of the intra-district mail service, email, and classified mailboxes for communication with its members. An Association representative shall have the responsibility for sorting and placing the mail in boxes. Distribution of materials in classified staff mailboxes must occur outside of regular work time.

ARTICLE XIII- JOB OPENINGS, HIRING, PROBATION AND LAYOFFS

Section 13.1 Seniority and Hire Date Definition

Seniority means length of continuous service within the bargaining unit. Employees on approved leave will not be considered to have a break in service. Employees on leave of

1 absence retain but do not accrue seniority. The hire date of an employee shall be established as
2 of the date on which he/she began continuous employment as a regular employee by the
3 District (hereinafter referred to as "hire date"). Two or more employees hired on the same date
4 shall draw for seniority by names in the presence of representatives from the Association and
5 the District when the need arises.

6 **Section 13.2 Seniority List**

7 A seniority list will be maintained in the Human Resources office covering the employees of
8 the bargaining unit. This list will be available upon request.

9 **Section 13.3 Loss of Seniority Rights**

10 Seniority rights of an employee shall be lost for the following reason without limitations:

- 11 A. Resignation;
- 12 B. Discharge for just cause; or
- 13 C. Retirement

14 **Section 13.3.1 Retention of Seniority Rights**

15 Seniority Rights shall not be lost for the following reasons, without limitations.

- 16 A. Time spent on leave for industrial accidents, industrial illness, or judicial leave;
- 17 B. Time spent on leave of absence granted for purposes of serving in the Armed Forces
18 of the United States
- 19 C. Time spent on other authorized leave; or
- 20 D. Time spent in reduction in force status as hereinafter provided

21 **Section 13.4 Job Opening**

22 Whenever a job opening occurs which is more than two (2) hours per day, the opening shall be
23 posted on the District website for a minimum of five (5) work days. The District shall send a
24 copy of the posting to the Association President on the first day of posting. During this period,
25 employees who wish to apply for that opening must follow the procedure as outlined in the
26 Notice of Opening.

27 **Section 13.5 Hiring**

28 Selection and assignment of an employee to a new or open position shall be made by the
29 District according to ability, qualifications and performance. If the hiring supervisor chooses
30 not to interview an employee in this bargaining unit, the employee will be notified. If equal to a
31 junior employee, the most senior employee will have preferential rights to the position. If the

District determines that seniority rights should not govern because a junior employee possesses ability, qualifications and performance greater than a senior employee, the hiring supervisor will meet with the employee to give his/her reason(s) why the senior employee has been bypassed. The District shall send a notice to the Association President of the fact that a senior employee has been bypassed.

Section 13.6 Probation

New employees shall be placed on a ninety (90) work day probationary period. No later than the end of the initial ninety (90) work day probationary period, the employee shall receive an evaluation. Upon mutual agreement between the District and the Union, notification to the employee the initial probationary period may be extended an additional forty (40) work days. During this probationary period, the District may terminate the employment of such employee at its discretion. Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date. Salary placement upon successful completion of probation will be made in accordance with Section 6.4 Salary Schedule Placement.

Section 13.7 Change in Job and/or Job Classification

A change in job and/or job classification shall be considered temporary for a period of thirty (30) workdays from the date of such change. Within the thirty (30) work day period, if the employee decides not to continue the job or the District decides the employee is unsuited for the job, the employee shall go on layoff status, retaining accrued seniority, for one (1) year, but shall not have bumping rights. The employee shall be allowed to apply for any new or open position. Any time during the thirty (30) day period, by mutual agreement, the thirty days may be waived.

Section 13.8 Summer Employment

The District may have summer employment and may provide such employment as follows:

- a. The summer employment offered must be work covered by this collective bargaining agreement. The association president will be notified of the summer work.
- b. All employees who wish to be considered for summer work shall follow the procedures outlined in the Notice of Opening.

1 **Section 13.9 Layoffs**

2 In the event of layoff, employees so affected are to be placed on a re-employment list
3 maintained by the District according to layoff ranking. Such employees are to have priority in
4 filling an opening in the employee's classification level held prior to layoff in compliance with
5 Section 13.1 (Seniority and Hire Date Definition) of this Agreement. Names shall remain on
6 the re-employment list for one (1) year. The District will notify the Association President on or
7 before June 1st of impending layoffs when possible.

8 A. The terms "layoff" and "reduction in force" are considered to be synonymous. The above
9 terms refer to action taken by the District to reduce classified staffing hours due to
10 operational or financial need as determined by the District. Layoffs shall begin at the
11 bottom of the seniority list and start up, in the affected job classification level, based on
12 assignment.

13 B. Bumping: Whenever a classified employee's position or part of their assignment is laid off
14 or reduced resulting in loss of one (1) hour or more, the employee is eligible for "bumping
15 rights". "Bumping rights" are as follows:

16 a. Employees with the earliest adjusted seniority date within the affected job
17 classification level or assignment, shall have preferential rights regarding layoffs
18 when qualifications, ability and performance are substantially equal.

19 b. The most senior employees shall have the right to "bump" an employee with less
20 seniority within the same job classification level who are assigned the same or fewer
21 amount of total hours. For example, a six (6.0) hour employee who will suffer a
22 two (2) hour reduction in hours as determined by the District, may bump a less
23 senior employee in the same job classification level who has been assigned six (6.0)
24 hours or less.

25 c. Employees shall not bump into a position that has more hours or into an assignment
26 within the classification level in which they do not meet the minimum
27 qualifications. .

1 **Section 13.9.1 Notification to District**

2 Employees on layoff status shall provide the District with their current addresses and telephone
3 number(s). Employees may provide a current e-mail address to the District. All information
4 and preference of notification method must be provided in writing to the district personnel
5 office. It is the employees' responsibility to notify the District in writing of any change of
6 address, phone number(s) or e-mail address.

7 **Section 13.9.2 Forfeiture of Re-employment Rights**

8 An employee shall forfeit rights to re-employment as provided in Section 13.9, if the employee
9 does not comply with the requirements of Section 13.9.3, or if the employee does not respond
10 to the offer of re-employment within seven (7) calendar days.

11 **Section 13.9.3 Forfeiture of Accrued Benefits**

12 An employee on layoff status who does not respond to an offer of re-employment forfeits
13 seniority and all other accrued benefits; provided, that such employee is offered a position
14 substantially equal to that held prior to layoff.

15 **Section 13.10 New Job Position**

16 When a job within the bargaining group encompassed by this contract and not listed on the
17 wage schedule attached hereto is established, the District may create a job position and
18 designate a rate of pay for the position. The District shall notify the Association in writing of
19 new positions prior to placement on Schedule A, B, C and D. In the event the Association does
20 not agree that the placement of the new position is appropriate, the Association shall have the
21 right to submit the issue for negotiations.

22 **Section 13.11 Washington School District Experience**

23 When an employee leaves one school district within the State of Washington and commences
24 employment with the Wenatchee School District, the employee shall retain the same seniority,
25 leave benefits, and other benefits that the employee had in his or her previous position:
26 PROVIDED, That classified employees who transfer between districts after July 28, 1985, shall
27 not retain any rights other than longevity when leaving one school district and beginning
28 employment with the Wenatchee School District. If the Wenatchee School District has a
29 different system for computing seniority, leave benefits and other benefits, then the employee
30 shall be granted the same longevity seniority, leave benefits and other benefits as a person in

that district who has similar occupational status and total years of service. (Language from RCW 28A.400.300)

Section 13.12 Evaluations

Each employee's performance shall be evaluated annually by the building/program administrator or program director. Bargaining unit members will not administer evaluations. Performance evaluation shall fairly and accurately reflect each employee's actual duty performance of his or her job description. Every effort will be made to provide employees with adequate time to correct performance deficiencies. Each supervisor shall address concerns as they come up throughout the year with the employee.

Section 13.12.1. Evaluation Forms.

Changes to the evaluation form will be brought to the Union for a collaborative discussion.

Section 13.13 Job Placement/Position Reclassification Committee and Process

The parties agree to form a Reclassification Committee to review requests from employees or administrators as to the employee's position, classification, or salary placement level. The Reclassification Committee shall consist of no more than five (5) bargaining unit members and five (5) district administrative personnel.

Employees or administrators shall submit a written request with remedy sought and supporting documentation to the Human Resources Director and Association President by January 15th of each year.

The Reclassification Committee shall meet annually as needed during this time to evaluate requests and may request to meet with the employee or administrator for additional information. The Reclassification Committee shall provide a written recommendation including rationale for any approval or denial to the Superintendent or designee and the respective employee by March 15th.

The Superintendent or designee shall have thirty (30) calendar days to review the committee's recommendations and make a final determination. Written notification will be provided to the committee and the respective employee including a rationale for any approval or denial. Approved changes will be implemented September 1st of the following school year. Those not granted classification change may re-apply after two (2) years.

ARTICLE XIV DISCIPLINE AND DISCHARGE

Section 14.1 Discipline

The District shall have the right to discipline or discharge an employee for cause. Disciplinary action may be imposed by the District upon an employee only for failing to fulfill responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular 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 may have Association representatives present if the employee wishes to review a written reprimand with their immediate supervisor

Section 14.2 Progressive Discipline Action Steps

Discipline shall only be for just cause. The District agrees to use the principles of progressive discipline, except in the case of gross misconduct, insubordination, employee dishonesty, or where the offense merits other discipline. Progressive discipline shall include:

1. Oral Reprimand – With Written Confirmation
2. Written Reprimand
3. Suspension Without Pay
4. Discharge

Any such discipline or discharge shall be subject to the grievance procedure provided for in this Agreement.

1. Oral/Verbal Reprimand.

Management has the responsibility to discuss areas of concern necessitating corrective action by the employee and providing that employee an opportunity to correct the situation. The employee shall be provided a written confirmation of the discussion, which shall be relied upon to establish that the employee has been made aware of their obligations and responsibilities. Written confirmation shall explain the nature of the problem and a specific outline for correction of the problem. This record shall be made part of the employee's personnel file.

2. Written Reprimand.

A written reprimand is a disciplinary notice in writing, which shall include an explanation of the deficiency or misconduct to be corrected and a specific outline for correction of the problem. This record shall be made a part of the employee's personnel file.

1 3. Suspension Without Pay

2 In the case of suspension without pay, any employee shall, unless otherwise provided herein,
3 be entitled to a written notice of the charges against him/her; and when the suspension without
4 pay shall begin. The employee has the right to representation at any hearings. This record shall
5 be made a part of the employee's personnel file.

6 4. Discharge

7 In the case of discharge, any employee shall, unless otherwise provided herein, be entitled to a
8 written notice of the charges against him/her; and when the discharge shall begin. The
9 employee has the right to representation at any hearings.

10
11 **ARTICLE XV GRIEVANCE PROCEDURE**

12 **Section 15.1 Disagreements**

13 Any grievance or dispute which may arise between the District and the Association or an
14 employee within the bargaining unit, with respect to the application or interpretation of this
15 Agreement, shall be resolved under this Grievance Procedure. Every individual and the
16 Association covered by this Agreement shall have the right to present grievances as herein
17 defined in accordance with the procedures herein set forth. All matters relating to a specific
18 grievance shall be confidential information and shall not be unnecessarily or indiscriminately
19 related, disclosed or divulged by any participant to the grievance. All documents,
20 communications and records dealing with grievances and their adjustments shall be filed
21 separately from the grievant's personal file.

22 **Section 15.2 Timelines**

23 Any grievance which is not timely filed or pursued in accordance with these procedures, or
24 within the time limit specified, shall be waived and the right to pursue said grievance will be
25 barred, provided that the time limits may be extended by mutual agreement. If, after timely
26 filing a grievance, appropriate action is not taken by the administrator required to take action,
27 the grievance may be advanced to the next appropriate level. Workdays for the purpose of this
28 agreement shall mean a day of the year with the exception of holidays (those recognized as a
29 part of this agreement), weekends and spring and winter breaks.

1 If there is a grievance during the summer months and one of the parties is unavailable,
2 timelines may be held in abeyance as mutually agreed. Abeyance must be confirmed in writing
3 by the parties.

4 **Section 15.3 Grievance Steps**

5 **Step One.** The grievant shall first discuss the grievance with the appropriate administrator.
6 The employee may request to be accompanied by an Association representative at such
7 discussion. All grievances not brought to the appropriate administrator under Step One within
8 fifteen (15) workdays of the occurrence of the grievance, or reasonable knowledge thereof,
9 shall be waived by the grievant. An administrator receiving a grievance as herein provided
10 shall respond to the grievant within fifteen (15) workdays from the receipt of the grievance.

11 **Step Two.** If the grievance is not resolved at the completion of Step One, the grievant shall
12 reduce the grievance to writing within fifteen (15) workdays. The written grievance shall
13 contain the following:

- 14 A. The facts on which the grievance is based.
- 15 B. A reference to the provisions in this Agreement, which have allegedly been violated.
- 16 C. The remedy sought.

17 The written statement of grievance shall be submitted to the immediate supervisor for
18 reconsideration and a copy sent to the District Human Resources Office. The supervisor will
19 have fifteen (15) workdays from submission of the written statement of grievance to resolve it
20 by indicating the disposition in writing.

21 **Step Three.** If the grievance is not resolved at the completion of Step Two, and the chapter
22 validates the grievance, the written statement of grievance shall be presented by the grievant
23 and/or Association representative, and if the employee desires the employee Association
24 representative, to the District Superintendent/or designee within ten (10) workdays. The
25 District Superintendent/or designee shall respond in writing within ten (10) workdays of the
26 hearing as to the disposition of the grievance.

27 **Step Four.** If the grievance is still unresolved the grievant and/or Association representative
28 has twenty (20) workdays to notify the District Personnel Office in writing of its intent to go to
29 arbitration.

1 The dispute, claim or grievance arising out of the interpretation or the application of this
2 agreement shall be submitted to the American Arbitration Association under voluntary
3 arbitration rules, unless mutually agreed otherwise.

4 The decision of the arbitrator shall be final and binding on the parties. Expenses for the
5 arbitrator's services and proceedings shall be borne equally by the District and the Association.

6 Each party shall be responsible for compensating its own representative and witnesses.

7 Arbitration hearings normally will be held during working hours where practical. Employees
8 whose attendance as witnesses is required at hearings during their regular working hours shall
9 be on employer time when appearing at the hearing, provided the time spent as a witness is part
10 of the employee's regular working hours.

11 12 **ARTICLE XVI NO STRIKE CLAUSE**

13 The Association agrees that during the term of this Agreement it will not encourage, condone,
14 or participate in any strike, slowdown, complete or partial refusal to perform work, or any other
15 type of concerted work stoppage. It is agreed that such activity is specifically prohibited during
16 the term of this Agreement. It is agreed that participation by an employee in such prohibited
17 activity is cause for discipline, including dismissal.

18 In the event such prohibited activity occurs, the District will notify the Association of such, and
19 the Association agrees that it will take immediate action to end such prohibited activity. The
20 failure or reluctance of the Association to take such immediate action constitutes evidence that
21 the Association is encouraging, condoning and participating in such prohibited activity. The
22 Association agrees that the violation of this Article by the Association or the membership shall
23 automatically terminate this Agreement.

24 25 **ARTICLE XVII TERM AND SEPARABILITY OF PROVISIONS**

26 **Section 17.1 Term of Agreement**

27 This Agreement shall remain in full force and effect from September 1, 2025 until August 31,
28 2027. Salaries in Schedules A, B, C and D and Health Benefits shall be adjusted for each
29 school year in accordance with Section 6.1 Salaries and Section 6.9 Health Benefits. Wage
30 increases will be retroactive to September 1, 2025 on all contract time if the contract is ratified
31 by the end of January 2026.

1 **Section 17.2 Provisions**

2 All provisions of this Agreement shall be applicable to the entire term of this Agreement.

3 **Section 17.3 Openers**

4 This Agreement may be reopened and modified at any time during its term upon mutual
5 consent of the parties in writing.

6 **Section 17.4 Unlawful Provisions**

7 If any provision of this Agreement or the application of any provision is held invalid or
8 unlawful by any court of competent jurisdiction, the remainder of this Agreement shall not be
9 affected thereby and shall be deemed valid and enforceable.

10 **Section 17.5 Conflicts with Statute**

11 Neither party shall be compelled to comply to any provision of this Agreement which conflicts
12 with State or Federal Statutes or regulations promulgated pursuant thereto.

13 **Section 17.6 Re-negotiating**

14 In the event either of the two (2) previous sections is determined to apply to any provisions of
15 this Agreement, such provisions shall be renegotiated pursuant to Section 17.3.

16 **Section 17.7 Waiver Bill**

17 The District will notify the Association President of any principal requests for statutory or
18 regulatory waivers.

19

20 Dated this _____ day of
21 _____, 2026

WENATCHEE ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES
an affiliate of
PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU Local 1948

22

23

24

25

26

27

BY: _____
President

28

29

30

Vice President

31

32

1 Dated this _____ day of
2 _____, 2026

WENATCHEE SCHOOL DISTRICT #246

3 BY: _____

4 Chairperson, School Board

5

6

Secretary, School Board

7

WENATCHEE SCHOOL DISTRICT

Para Educators

Schedule A

2025-2026

Step/Year	Level 1	Level 2
1	\$19.99	\$21.32
2	\$20.50	\$21.86
3	\$21.08	\$22.44
4	\$21.74	\$23.08
5	\$22.44	\$23.79
Longevity Step/Year		
10	\$23.29	\$24.64
15	\$24.14	\$25.49
20	\$24.99	\$26.34
25	\$24.99	\$27.19
	Para Educator	Bus Monitor
	Library Para	JDC Para
		SLP Para
		SpEd Para

Longevity Steps 10 - 25

\$.85 per hour added for each longevity step

Professional Stipends: Paid on ALL hours worked

Associates Degree

\$0.65 per hour

Bachelors Degree

\$0.75 per hour

WSD Bilingual/Bi-literate Translators

\$0.65 per hour

Effective September 1, 2025, a 2.5% increase to steps 1-5.

1/30/26

WENATCHEE SCHOOL DISTRICT

Secretaries

Schedule B

2025-2026

Step/Year	Level 1	Level 2	Level 3	Level 4	Level 5
1	\$21.90	\$23.01	\$23.55	\$24.48	\$26.39
2	\$22.42	\$23.53	\$24.09	\$25.00	\$26.91
3	\$23.00	\$24.12	\$24.67	\$25.58	\$27.49
4	\$23.64	\$24.65	\$25.31	\$26.22	\$28.13
5	\$24.34	\$25.45	\$26.00	\$26.92	\$28.82
Longevity Step/Year					
10	\$25.19	\$26.30	\$26.85	\$27.77	\$29.67
15	\$26.04	\$27.15	\$27.70	\$28.62	\$30.52
20	\$26.89	\$28.00	\$28.55	\$29.47	\$31.37
25	\$27.74	\$28.85	\$29.40	\$30.32	\$32.22
	Assistant Secretary	Elementary Secretary	Director's Sec	Director's Admin Asst.	Office Manager
	Child/Family Advocate	HS Attendance/Sec	HS Assessment Coord	HS ASB Secretary	
	Director's Asst. Secretary	HS Receptionist/Sec	HS Counseling Sec	HS Registrar	
	Migrant Records Clerk	JDC/Skills Source Sec	HS Student Records/Sched Sec		
	Receptionist	MEP Recruiter	Prof Dev Registrar		
	School Assessment Coord.	MS Secretary	Sped Counseling Secretary		
	School Nurse Secretary	Special Ed Secretary	Transportation Router		
		Special Programs Sec			
		Transportation Sec/Dispatcher			
		WSHS Secretary			

Longevity Steps 10 - 25

\$.85 per hour added for each longevity step

Professional Stipends: Paid on ALL hours worked

Associates Degree

\$0.65 per hour

Bachelors Degree

\$0.75 per hour

WSD Bilingual/Bi-literate Translators

\$0.65 per hour

Effective September 1, 2025, a 2.5% increase to steps 1-5.

1/30/26

WENATCHEE SCHOOL DISTRICT
Professional
Schedule C
2025-2026

Step/Year	Level 1	Level 2	Level 3
1	\$24.52	\$28.98	\$30.45
2	\$25.04	\$29.51	\$30.99
3	\$25.63	\$30.08	\$31.56
4	\$26.26	\$30.72	\$32.20
5	\$26.98	\$31.42	\$32.90
Longevity Step/Year			
10	\$27.83	\$32.27	\$33.75
15	\$28.68	\$33.12	\$34.60
20	\$29.53	\$33.97	\$35.45
25	\$30.38	\$34.82	\$36.30
	Campus Security	Homeless Liaison	Behavioral Interventionist
	Contract Specialist	Psychologist Assistant	Certified Occupational Therapist
	CTE Transition Specialist		Certified Speech Lang Pathologist Assist.
	Out of School Youth Specialist		Interpreter (Blind or Deaf)
	Student Retention Specialist		Psychologist Intern

Longevity Steps 10 - 25

\$.85 per hour added for each longevity step

Professional Stipends: Paid on ALL hours worked

Associates Degree

\$0.65 per hour

Bachelors Degree

\$0.75 per hour

WSD Bilingual/Bi-literate Translators

\$0.65 per hour

Effective September 1, 2025, a 2.5% increase to steps 1-5.

1/30/26

Technical
Schedule D
2025-2026

Longevity Steps 10 - 25	\$.85 per hour added for each longevity step
Professional Stipends: Paid on ALL hours worked	
Associates Degree	\$0.65 per hour
Bachelors Degree	\$0.75 per hour
WSD Bilingual/Bi-literate Translators	\$0.65 per hour
<i>Effective September 1, 2025, a 2.5% increase to steps 1-5.</i>	

1/30/26