Collective Bargaining Agreement

Between

Sumner-Bonney Lake School District No. 320

And

Sumner Support Services Directors' Association

July 1, 2018 through June 30, 2020
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Collective Bargaining Agreement
Between
Sumner Support Services Directors’ Association and
the Sumner-Bonney Lake School District #320

The Directors’ Handbook is a compilation of agreements reached between the Board of Directors and the Sumner Support Services Directors' Association (SSSDA). It shall be updated as specified in the Agreement.

Article 1  Probationary Period

Upon hire an employee’s probationary period, benefits and vacation provisions take effect. New employees remain in a probationary status for a period of sixty (60) working days commencing with their first day on the job. Termination of an employee during the probationary period is at the discretion of the District.

Article 2  Salaries

The parties acknowledge the necessity for the District to comply with the state compensation limitations. The parties intend that nothing in this agreement shall operate to preclude the District from complying with state compensation laws.

2.1 The per diem calculation for directors shall be 1/221.

2.2 Wages

   A. For 2018-2019: 3.1 percent increase on the 2017-2018 Salary Schedule.

   B. For 2019-2020: The parties will meet to discuss a reopener on wages only.

Article 3  Non-Workdays

The employees' work calendar shall consist of two hundred and fifty-five days (255) each contractual year. During the 2018-2019 contractual year, the following days will be non-work days:

- November 21, 2018
- January 3, and 4, 2019
- February 19, 2019
- April 11, 2019

During the 2019-2020 contractual year, the following days will be non-work days:

- July 8, 9, 10, 11, and 12, 2019
Since it may be difficult for directors to be off on their non-work days because of preparation for students or District needs, the employee may work with the employee's supervisor to use a mutually agreeable alternative date as a non-work day.

**Article 4  Holidays**

The following will be considered holidays if the holiday falls within the director's work year: Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, the day before Christmas, Christmas Day and the day after Christmas, the day before New Year's Day, New Year's Day, the day after New Year's Day, Martin Luther King's Birthday, Presidents Day, and Friday during the week of Spring Vacation.

When any of the aforementioned holidays fall on Saturday or Sunday, the director will be entitled to the Friday preceding or Monday following. Since it is often difficult for directors to take their existing holidays after Thanksgiving, Christmas, and New Year's, these three holidays can be considered floating holidays and taken at other times with the approval of the immediate supervisor.

**Article 5  Vacations**

5.1 Directors working a 255-day work year shall be entitled to twenty-four (24) annual vacation days per year. Vacations should be scheduled with the immediate supervisor at mutually convenient times. Up to forty-five (45) unused vacation days may be accumulated from year to year and carried forward from year to year, provided this does not conflict with any state regulation. After an employee has completed one year of service with the District, the employee is entitled to accrued but unused vacation upon termination from the District. However, upon retirement or separation, up to thirty (30) vacation days may be submitted for reimbursement at the employee's per diem rate. The parties acknowledge the necessity for the District to comply with state retirement laws and regulations. If it should be determined that the District is not in compliance with state retirement laws and regulations, then the affected employee agrees to release and hold harmless the District from any liability resulting from the application or interpretation of this provision.

5.2 In the case of an uncompleted contract, vacation accrual will be prorated for the year.

5.3 Employees who work on vacation days may be paid at per diem pay with proper and timely submission of the correct form (see Appendix B) to payroll each year as indicated below.

- Employees may be paid up to six (6) days of their earned vacation leave;
- Employees with six (6) to eight (8) years of District experience, may be paid one (1) additional day for a total of seven (7) days of their earned vacation leave;
• Employees with nine (9) to ten (10) years of District experience, may be paid two (2) additional days for a total of eight (8) days of their earned vacation leave;
• Employees with eleven (11) or more years of District experience may be paid four (4) additional days for a total of ten (10) days of their earned vacation leave.

5.4 During the 2018-2019 contractual year, employees are required to submit the proper and correct form (Appendix B) to payroll regarding the first six (6) days of requested payout of vacation leave earned before the last work day in June 2019. In regards to the additional days due to District experience longevity worked during the 2018-2019 contractual year, employees are required to submit the proper and correct form (Appendix B) to payroll for these additional days in July 2019. During the 2019-2020 contractual year, employees are required to submit the proper and correct form (Appendix B) to payroll regarding the first six (6) days of requested payout of vacation leave earned and additional days due to District experience longevity earned before the last work day in June 2020.

5.5 Employees’ vacation leave balances will be reduced by the amount of vacation days that are actually paid out per the employee’s submission of the form (Appendix B) to payroll.

Article 6 Protection of Directors

6.1 Any director who is threatened with bodily harm by an individual or a group while carrying out assigned duties will notify, as soon as possible, the immediate supervisor. The immediate supervisor will notify the superintendent or designee of the threat and take immediate steps in cooperation with the administration to provide every reasonable safety precaution.

6.2 Upon determination by the Board of Directors that a director has been physically disabled because of a personal assault arising out of and/or in the course of employment, the Board will grant the injured director a leave of absence with pay in the amount of the difference between his or her regular pay and compensation received from the Puget Sound Educational District Workers’ Compensation Trust for a period not to exceed one (1) year, as per the powers granted to the Board by RCW 28A.58.000.15. The director’s absence will not be deducted from leave days.

6.3 The injured director will undergo medical examinations by a physician agreeable to both parties.

6.4 The director will, as a condition of receiving benefits under 6.2, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in amount of the compensation received pursuant to 6.2, but not to exceed the amount of such proceeds. Such assignment will be in the form prescribed by the Prosecuting Attorney’s Office of Pierce County.
6.5 Directors whose indispensable property is damaged in a personal assault arising out of and in the course of employment may apply for reimbursement of costs of repairs or replacement. If an item is damaged beyond repair, replacement value at the time of damage will be reimbursed.

6.6 Indispensable property is defined as articles necessarily worn or used by the director, such as eyeglasses, hearing aids, dentures, watches, clothing or automobile. Requests for reimbursement will be made by letter addressed to the superintendent. The letter will include a full statement describing the assault, listing all damages incurred and noting the date, method, and witnesses.

In all cases, claims for damage and repair or replacement must first be presented to the appropriate insurance coverage carried by the director. If the loss is covered by such insurance and requires a deductible payment by the director, the District shall pay the deductible fee.

Article 7  Leaves

The authority to grant leaves of absence rests with the Board upon the recommendation of the superintendent or designee. The granting of a leave of absence constitutes a contract for re-employment consistent with Board of Directors' policies, regulations, and procedures at the termination of the leave.

7.1 Sick Leave

Sick Leave shall be granted at the rate of twelve (12) days per year on an FTE basis for illness and serious illness in the family. Sick leave may be utilized for illness or injury of a household member, child, parent, stepparent, brother, sister, grandparent or grandchild of the employee or the employee's spouse or domestic partner.

7.2 Emergency Leave

Emergencies in nature due to a sudden, urgent, unusual and unforeseen occurrence or occasion requiring immediate action and not of mere convenience. Emergency leave may be taken at the administrator's discretion. The immediate supervisor shall be notified by the administrator as to the date and the reason for the use of emergency leave. (Emergency Leave is deducted from sick leave.)

7.3 Bereavement Leave

A maximum of five (5) paid days per occurrence which are not deducted from sick leave and which are non-accumulative shall be allowed annually for absences resulting from the following:
7.3.1 Death of an immediate family member. The immediate family includes a household member, child, parent, stepparent, brother, sister, grandparent or grandchild of the employee or the employee’s spouse or domestic partner.

7.3.2 When a death occurs outside the immediate family, the employee may be excused at the discretion of the superintendent, if the employee was involved in a close relationship to the deceased.

7.4 Personal Leave

Directors working a 255-day work year shall be allowed three (3) Personal Leave days per school year, non-accumulative. Directors working less than a 255-day year shall be allowed two (2) Personal Leave days per year, non-accumulative. Leave approval shall be granted by the immediate supervisor. Effective June 30th each year, all Personal Leave days earned and not taken during the previous twelve (12) month period will be "bought back" by the District at the director's hourly rate in effect at the time. Reimbursement will be at 100% for up to a maximum of three (3) days in any one fiscal year. This provision is non-accumulative.

7.5 Pregnancy Disability Leave

Sick Leave may be used for pregnancy disability, including use by the mother and/or the father for childbirth or adoption per law.

7.6 Maternity/Paternity/Adoption Leave

Maternity/Paternity/Adoption Leave is defined as leave to bond with a child following birth. It may run concurrently with FMLA leave and pregnancy disability leave.

7.6.1 An employee expecting a child shall notify the District in writing of the intent to take Maternity/Paternity/Adoption Leave, stating the expected dates of commencement of leave and return to employment.

7.6.2 Upon the request of the Administrator, Maternity/Paternity/Adoption Leave shall be granted without pay up to one (1) year and upon request of the employee, will be renewed for one (1) additional year.

7.6.3 An Administrator returning from Maternity/Paternity/Adoption Leave shall be placed in the position last held, if at all possible, or in a similar position in the District; but in any case, such notification shall be given to the District not later than March 1.
7.7 Military Leave

7.7.1 Any employee who is a member of the Washington National Guard or of any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence from his or her employment for a period not exceeding twenty-one (21) days during each fiscal year.

7.7.2 Military leave shall be granted in order that the person may take part in active training duty when required to do so by the military service if such duty cannot be taken during non-work days.

7.7.3 When military leave is granted, the employee shall receive his/her regular pay from the District.

7.7.4 Such paid leave shall be in addition to any vacation to which the employee might otherwise be entitled.

7.8 Court Appearance Leave

A director will be granted a leave for court appearances under the following conditions:
2. When serving on behalf of the District as a voluntary witness or a part to litigation in matters related to his/her employment.
3. When called for jury duty.

7.9 Professional Improvement Leave

Leave for professional improvement, which may involve rescheduling of the director's work time, will be considered on an individual basis by the superintendent or designee.

7.10 Leave of Absence Without Pay

A director may be granted a Leave of Absence without pay or benefits for one (1) year. The director may apply for an additional consecutive Leave of Absence without pay. Approval of the additional year's leave will not be automatic and will be based upon the needs of the District. Upon return from leave, the director shall be placed in the position last held, or in a position within the District for which the director has training/experience. The director granted leave must, in writing, inform the District of his/her intent for the forthcoming year by March 1. In the event the director fails to give such notice, the District may assume that the director is not available for employment for the following school year.
Article 8 Insurance Benefits

8.1 The District's program for insurance premium contributions will be designed to deliver full District payment of premiums for dental, vision, group term life insurance policy and long-term disability. Employees will also be able to select medical insurance coverage on a premium share basis. The employee portion of medical insurance will be paid by payroll deduction. Employees will, by payroll deduction, pay the difference between the pro-rata FTE rate contributed by the District and the premium cost.

8.2 Menu of Plans

A. A group dental plan with orthodontia shall be available for each employee and the employee's eligible dependents.

B. A $100,000 group term life insurance policy shall be provided for each eligible employee.

C. A vision insurance plan shall be provided for each eligible employee and the employee's eligible dependents.

D. A long-term disability plan shall be provided for each eligible employee.

E. A menu of medical plans will be offered for employees and their eligible dependents.

F. District contributions shall be made for basic benefits only as defined by the 1990 Legislature. The parties agree to abide by state laws relating to school district employee benefits.

G. The District will continue to pay the Health Care Authority (retirees) carve-out for each employee for the duration of the agreement.

8.3 Compliance

No provision of this Section shall be interpreted or applied so as to place the District in breach of the benefit limitation imposed by state law or to subject the District to a penalty. The parties agree to abide by state and federal laws relating to school district employee benefits.

Article 9 Leave Sharing

Directors may participate in a leave sharing plan subject to the provisions of Chapter 392-126 WAC.
Article 10  Continuing Education

The superintendent and the Board recognize the importance and value of professional growth and development. Professional development efforts will reflect assistance and support toward the attainment of district-related goals, programs and administrative responsibilities. The District will provide a professional development budget in the amount of eight hundred dollars ($800) for each administrator (pro-rata). Professional development dollars may be accumulated with a maximum of eight hundred dollars ($800) carried forward to the following year. This budget may also be used for payment of professional dues.

Article 11  Longevity

Administrators will receive longevity compensation of two thousand sixty-two dollars ($2,062) for service of ten (10) years, based on years in Sumner-Bonney Lake School District or total years in a school district administrative position.

Article 12  Work Tools Allowance

It is mutually acknowledged that administrators need adequate technology and work tools to accomplish their mission. Examples include, but are not limited to, cell phone, electronic calendar, LCD viewer, vendor contracts, etc. An allowance of eight hundred twenty-five dollars ($825) per year will be paid to each administrator in July, to purchase job-related personal work tools, which will be the administrator's personal property. Work tools that will sync to the District equipment must be selected from a list of approved tools that will be developed by a committee representing the bargaining unit and the technology department.

The Director of Maintenance and Operations, the Director of Child Nutrition, the Director of Transportation, the Director of Capital Projects, Director of Community Engagement, and the Director of Communication need to be on emergency call-out by the District or supervise employees in multiple locations in the district. Those directors will receive a stipend of one thousand two hundred thirty-seven dollars ($1,237) per year to compensate for personal cell phone use. Administrators will provide the District with a cell phone number to be accessible at on a twenty-four hour a day/seven day a week basis, which will include the ability to send and receive text messages. Those administrators may choose instead to be issued a district cell phone.

Article 13  Director Travel

Directors will be reimbursed for travel when they use their own vehicles in attending meetings and in carrying out the necessary portions of their jobs that require travel for the District on a per mile basis at the amount authorized by the IRS if they request such reimbursement. Absent such request, the District will pay directors a flat rate of one thousand thirty-one dollars ($1,031) per year for mileage without submission of records or deduction from department budgets.
**Article 14  Dues/Memberships**

Directors may belong to local, state, regional or national organizations that are directly related to their specific areas of responsibility. The expense associated with the dues and/or membership fees related to these organizations will be paid by the District on behalf of the director. These payments, related to this section, will not exceed two-hundred-fifty dollars ($250) per year, per director.

**Article 15  VEBA I**

Directors will vote annually to determine whether or not to participate, and the level of participation, in VEBA I.

**Article 16  Special Projects**

The superintendent shall have the discretion to award supplemental stipends to Sumner Support Services Directors’ Association members who assume additional work responsibilities and time commitments beyond their regular job duties, at the superintendent’s direction. The superintendent shall determine the amount of the stipend based on the scope of the additional work and its impact on the mission of the District.

**Article 17  Leadership Premium**

A Leadership Premium shall be provided to administrators for leadership and supervisory duties and responsibilities, given in recognition of their special efforts in achieving success in department development, staff motivation, evaluation and general department management and other related responsibilities as determined by the Superintendent.

A supplement stipend of three thousand six hundred nine dollars ($3,609) will be paid to all administrators.

**Article 18  Letter of Reprimands**

Three (3) years after the date of a Letter of Reprimand and with no further disciplinary incidences or performance concerns, an employee can request that the Letter of Reprimand be removed from his/her personnel file. The District has the discretion as to whether to approve the request.

**Article 19  Legal Compliance**

If any of this Agreement is contrary to law it shall be null and void. The parties, if requested, will meet to discuss a replacement for the invalidated section/provision.
Article 20  Duration

209.1 The term of this Agreement shall be from July 1, 2018 to June 30, 2020.

209.2 The parties shall enter into discussions for a successor agreement no later than April 15, 2020.

For the Sumner-Bonney Lake School District

By: ________________________________  
   Board of Director, President

Date: ________________________________

By: ________________________________  
   Board of Director, Vice-President

By: ________________________________  
   Board of Director

Date: ________________________________

By: ________________________________  
   Board of Director

Date: ________________________________

By: ________________________________  
   Board of Director

Date: ________________________________

For the Sumner Support Services Directors' Association

By: ________________________________

Date: ________________________________

By: ________________________________

Date: ________________________________
For the Sumner-Bonney Lake School District

By: ____________________________
   Board of Director, President

Date: ____________________________

By: ____________________________
   Board of Director, Vice-President

Date: ____________________________

By: ____________________________
   Board of Director

Date: ____________________________

By: ____________________________
   Board of Director

Date: ____________________________

For the Sumner Support Services Directors' Association

By: ____________________________
   Date: ______________

By: ____________________________
   Date: ________________

By: ____________________________
   Date: ________________
APPENDIX A

2018/2019 SSSDA Salary Schedule
Sumner-Bonney Lake School District

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APPENDIX B

Sumner-Bonney Lake School District Administrator
Vacation Cash-out
(Must be submitted to Payroll before last working day in June)

Name: ___________________________ Date: ___________________________

Assignment: _______________________________________________________

Number of Vacation Days I wish to cash out (circle one):

1 2 3 4 5 6 7 8 9 10

Signature: _______________________________________________________

Date: ___________________________

During the 2018-2019 contractual year, employees required to submit this form to payroll regarding the first six (6) days of requested payout of vacation leave earned before the last work day in June 2019.

In regards to the additional days due to District experience longevity worked during the 2018-2019 contractual year, employees are required to submit this form to payroll for these additional days in July 2019.

During the 2019-2020 contractual year, employees are required to submit this form to payroll regarding the first six (6) days of requested payout of vacation leave earned and additional days due to District experience longevity earned before the last work day in June 2020.