

October 28, 2019

Willapa Valley School District
Willapa Valley Education Association

District response to WVEA proposals of October 24, 2019:

TA 10/28/19

Section 2.1 Association Rights

The Association representatives and members shall have the right to use, within reason, District buildings for Association business and meetings.

The District shall provide to the Association information, as required under statute, which will assist the Association in carrying out its responsibility as the representative and bargaining agent for teachers.

The Association shall receive a copy of each Board Agenda in advance of the meeting, and a copy of the board minutes shall be posted to the district website within three (3) business days following approval by the Board. ~~the meeting.~~

The District shall provide the name, job title, and building assignment of all new hires to the Association president within five (5) business days of the employee's hire date.

Annual staff orientation: _____ The District will provide thirty (30) minutes of paid time at every new hire orientation for the Association to meet with new employees.

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Section 3.5 Teachers' Rights Every teacher shall have the right to freely organize, join and support the Association and engage in collective bargaining and negotiations. ~~All teachers who choose not to exercise their right to membership in the Association shall contribute an amount equal the yearly association dues to a recognized and approved charity of their choice. The funds to be donated to charity will be withheld from the employees pay in the same manner as association dues, and contributed to the approved charity as per the instructions of the donating party.~~

*NOTE All teachers presently employed by the district, and all newly hired teachers are covered by this agreement. All teachers hired after the implementation of this contract will decide within ten (10) days of their first day of employment whether they wish to be a member of the Association. ~~Whether they choose association membership or charitable contribution, payment of an amount equal to one full year's dues will be made on a monthly basis to either the Association or a recognized charity.~~

Teachers shall be entitled to full rights of citizenship.

Classroom visitation shall be allowed by prior arrangement by the principal and teacher unless agreed to otherwise by the teacher.

~~The rights recognized hereunder shall not be exclusive, but are in addition to those provided elsewhere in this agreement.~~

~~The provisions of the Agreement shall be applied without regard to race, creed, religion, domicile, color, national origin, age, sex, marital status, the presence of any sensory, mental or physical handicap, and without regard to an individual's membership status in the Association.~~

Section 3.22 Leaves

Counter

A. COMPENSATED LEAVES

In addition to all previously accumulated compensated leave days and the rights thereof, at the beginning of each school year when the employee reports for duty, each fulltime, certificated employee shall be credited with an advanced, compensated allowance of twelve (12) days with full pay.

1. Twelve (12) days will be available for an absence caused by personal illness, injury, quarantine, disability or immediate family illness, hereafter referred to as "sick leave." Immediate family in this case shall include spouse, children, parents, and other dependents living in the home. These days may also be available for medical, dental, and ocular appointments, hereafter referred to as "appointment leave." At the employee's request, two (2) of these twelve (12) days will be available for personal leave.

Each employee's portion of unused compensated allowance days shall accumulate from year to year up to a maximum of 180 days. The maximum for final conversion is 180 days.

Every certificated employee holding a regular part-time position shall accrue such leave with pay in proportion to the percent fulltime employee that they were hired.

~~1. Maternity Leave (RCW 49-78-220)~~

- ~~a. Maternity leave will begin when the doctor states in writing that the employee must terminate work and ends when the doctor states in writing that it is safe for the employee to return to work. The length of this leave is not to exceed sixty (60) calendar days unless the doctor verifies to the District that it is unsafe for the employee to return to work due to complications.~~
- ~~b. At the discretion of the employee, maternity leave may be deducted from the employee's accumulated compensated allowance, taken as leave without pay, or some combination of these two. The employee's desire in this case must be approved in advance.~~

Parental Leave

Employees are eligible for up to twelve (12) weeks of parental leave following the birth of a child, or following the adoption of a child, or for bonding with a newly placed foster child. Such leave shall be administered in accordance with state and federal law.

The employee shall return to his or her same or equivalent job with no loss of rights, benefits or seniority. Sick leave sharing may also be available when authorized by Washington law for pregnancy-related disability, and child-bonding time.

If available leaves have been exhausted or is exhausted during the twelve-week period, the employee may be granted a leave of absence without pay for a period of up to one (1) year. If an employee becomes eligible for shared leave for this purpose during the term of this Agreement, such leave shall be made available consistent with state law and District policy.

Upon return from parental leave, the employee shall return to the same or equivalent job with no loss of rights, benefits or seniority.

B. SHARED LEAVE ~~(Appendix F-1)~~

- a. Employees are granted the right to donate sick leave to come to the aid of another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. Shared leave may also be used for child-bonding after the birth, adoption, or placement of a foster child.
- b. An employee who has an accrued sick leave balance of more than ~~sixty (60)~~ twenty-two (22) days is allowed to transfer sick leave to another employee as specified above.
- c. Shared leave benefits will be applied consistent with Washington State Law.
- e. Employees are allowed to grant up to six (6) days during any twelve (12) month period.
- d. Employees cannot donate sick leave days that would result in his/her sick leave account going below sixty (60) days.

TA 10.24.2019

Section 3.21 Insurance

Through December 31, 2019 the following shall apply:

The District shall enhance, by (\$10.00) per month, the amount allocated by the state for twelve (12) months per full time certificated employee, toward the WEA Blue Cross Medical/Dental/Vision Plans, unless said insurance carriers are supplanted by School Employee Benefit Board (SEBB) Employee Benefits. Any unused benefit will be used on an equal basis to assist other members of the certificated staff when figuring certificated insurance dollars.

The District shall pay to the Health Care Authority each employees allocation (carve out).

School Employee Benefit Board (SEBB) Employee Benefits.

The parties agree, pursuant to RCW 28A.400.275, to abide by state laws pertaining to school district employee benefits, including the anticipated replacement of provisions of this Article by a statewide school employee health care system by January 2020.

Beginning January 1, 2020, the following conditions shall apply:

School Employees Benefit Board (SEBB) Program:

The parties agree, pursuant to RCW 28A.400.275, to abide by state laws pertaining to school district employee benefits, including the anticipated replacement of provisions of this Article by a statewide school employee health care system by January 2020.

Beginning January 1, 2020, the District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance program as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. For purposes of benefits provided under the SEBB, school year shall mean September through August.

SEBB will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receive benefits.

Benefits provided by the SEBB will include but not be limited to:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical Plan

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll through SEBB (e.g. increased AD&D, Long-term disability, etc.).

Dependent Coverage for the Purpose of SEBB:

Legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

Upon moving to the new plan, should an employee have dependents that were covered as of December 31, 2019 but who no longer qualify for coverage under SEBB, the employee will have the opportunity to enroll these dependents at the employee's cost for a period up to 36 months. Such payments will be made through payroll deduction by the district and paid to the HCA for this purpose.

Eligibility:

All Employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave will be considered in an employment status for the provisions of this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State paid Family Medical Leave Program may continue to receive the employer contribution toward school employees benefits board (SEBB) insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA.

Benefit Enrollment/Start:

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.

Should an employee who previously was not expected to be eligible for benefits under SEBB works 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. Should the employee meet the 630-hour eligibility mid-year for two consecutive year, the employee will be anticipated to work 630 hours going forward and therefore be eligible for benefits under SEBB.

Continuity of Coverage:

When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.

Benefit Termination/End:

Any employee eligible for SEBB who terminates employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where employees eligible for SEBB separate after completion of the employee's full contract obligation (i.e. the end of the employee work year as it aligns with the student school year in June) the District will for the purposes of SEBB report their resignation as August 31 and continue benefits as such.