

WEA/WSD Agreements - June 2024 Reopener Bargaining
(Ratified by WEA on 8-20-2024 and Ratified by WSD Board on 9-9-2024)

Last Update 9-9-24 TH (Updated Board Ratification)

Original Language	New Language (Changes in Green)
<u>Original Section 1.1(L)</u> Per Diem shall mean the amount an employee is paid per day based on the annual salary placement divided by 180 work days. An employee's hourly rate is per diem amount divided by seven (7) (hours).	<u>Updated Section 1.1(L)</u> Per Diem shall mean the amount an employee is paid per day based on the annual salary placement divided by 180 work days. An employee's hourly rate is per diem amount divided by seven (7) (hours). The per diem rate updates to the next year's rate on August 15th annually, except Building Professional Learning Hours for the upcoming year worked prior to August 15th will be paid at the per diem rate of the upcoming year.
	<u>New Section 3.9(B): Definitions</u> 1. The definition of "involuntary transfer" is when an employee is directed by the District's administration to change their teaching assignment between two different schools. Employees who meet this definition are eligible for the benefits associated with involuntary transfer as defined in the Collective Bargaining Agreement. 2. The definition of "reassignment" is when an employee is directed by the building principal to change grade levels within the same building at the elementary level or between areas of certification within the same building at the secondary level. Employees who meet this definition are not eligible for benefits associated with involuntary transfer.

	a. If the teacher is required to move from an elementary grade level teacher to either a specialist position or a special education position in the same building, involuntary transfer rights will apply. b. The District will make every effort to not reassign employees in consecutive years unless by doing so it causes an undue hardship, such as it would lead to a reduction in force, involuntary transfer, increased staffing, layoff, non-renewal or termination. c. Movement between courses under the same endorsement, such as Algebra and Geometry or Biology and Chemistry, are not considered to be reassignments. 3. The definition of “<u>voluntary transfer</u>” is when an employee chooses to apply for and is accepted into a new position for the subsequent school year. Voluntary transfers can be between buildings or within the same building. Refer to Section 3.9(D) for specific language regarding voluntary transfer rights. 4. The definition of “<u>displacement</u>” is when the current assignment of a teacher is eliminated by the District for the subsequent school year due to enrollment fluctuations or other District needs. Teachers with continuing contracts that are displaced are entitled to a position in the District by involuntary transfer, reassignment, or voluntary transfer on a case-by-case basis unless the District is facing layoffs, whereby the language in Article V of the Collective Bargaining Agreement would apply. The District will make every effort to keep displaced employees in the same building.
	New Section 6.1(H):

	Seventh Period Stipend: In the event that a secondary employee agrees to teach an additional class in place of a preparation period, the employee will be issued a stipend to cover these additional responsibilities of planning and grading as well as the expectation that planning time is now outside the contracted day. This stipend will be issued at the amount of 50% of 1/7th of the employee's base contract for each semester of the academic year. These stipends are not guaranteed from semester to semester or from year to year. In the event that a teacher has a long term substitute, after ten (10) days the seventh period stipend will be reduced accordingly.
<u>Original Section 7.12(A) and 7.12(B):</u> A. Two (2) days of annual leave shall be accrued annually. Annual leave shall not be taken from sick leave and will be granted on a first-come first-served, per building basis. Building administrators will receive requests for leave and will forward them to the Central office. In unusual cases where more than one (1) person per building requests leave or if more days are needed, such requests will be cleared through the Central Office. Annual leave may be used in full or half day increments. The half day increments will not be charged as a full day. B. If an employee has an accumulation of less than ten (10) days, they may use a maximum of 3 days. If unused to an accumulation of ten (10) days or more, an	See MOU Below

employee can request to use five (5) consecutive working days per year while carrying the remaining days over for future use. (see paragraph D)	
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MEMORANDUM OF UNDERSTANDING
Wapato School District (WSD) and Wapato Education Association (WEA)

During a recent negotiations session, the District and Association agreed to pilot changes to the annual leave process as defined in Sections 7.12(A) and 7.12(B) of the 2022-2025 WEA Collective Bargaining Agreement. These changes are in effect for the 2024-2025 school year only and will be reviewed by the parties during open contract negotiations in 2025.

1. 7.12(A) will be revised as follows:

Two (2) days of annual leave shall be accrued annually. Annual leave shall not be taken from sick leave and will be granted on a first-come first-served, per building basis. Building administrators will receive requests for leave. **Each building will have a system that allows employees to determine if there are available days for personal leave on the calendar. Building administrators will use their professional judgment to determine if staffing will allow for more than two (2) annual leave requests to be approved for the same time on a school day. Decisions can be appealed to Human Resources.** Annual leave may be used in **hourly increments.**

2. 7.12(B) will be revised as follows:

If an employee has an accumulation of less than ten (10) days, they may use a maximum of 3 days. If unused to an accumulation of ten (10) days or more, an employee can request to use five (5) consecutive working days per year while carrying the remaining days over for future use. **In unusual cases, such as needing to use more days, such requests will be cleared through the Central Office.**

This MOU is in effect until August 31, 2025 at the expiration of the current Collective Bargaining Agreement unless otherwise modified in writing with the mutual agreement of the parties.

SIGNATORIES

WEA:	WSD:
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Signed:	Signed:
Title: Chapter Co-President	Title: Superintendent
Date:	Date:
Signed:	
Title: Chapter Co-President	
Date:	