

Steilacoom Historical School District No. 1

And

Steilacoom Classified Education Association

Effective September 1, 2021 – August 31, 2023

Collective Bargaining Agreement

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ARTICLE I: AGREEMENT CONDITIONS

1.1 Preamble

This agreement is made and entered into between the Steilacoom Historical School District No. 1, hereinafter called the District, and the Steilacoom Classified Education Association, hereinafter called the Association.

1.2 Recognition

The District recognizes the Association as the sole and exclusive bargaining representative for all non-certificated full time and regular part-time employees who are employed by the District or who are on leave by Board action, excluding administrators, supervisors, and confidential employees. The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined.

1.2.1 Employees covered under this agreement shall also include employees who work thirty (30) or more days in the current or prior school year, and who continue to be available for work. The following provisions of the contract shall apply to thirty (30) day employees.

Article I - Agreement Conditions

Article III - Personnel

Section 3.3: Student Discipline

Section 3.4: Health and Safety

Section 3.11: Hours of Work/Overtime

Section 3.12: Dispensing Student Medication

Article IV – Grievance Procedure

Article VI – Economic Provisions

Section 6.1: Salary

Section 6.5: Compensation

Section 6.6: Transportation Benefits

1.3 Compliance of Agreement

All conditions of employment shall be consistent with the terms and conditions of this Agreement.

1.4 Status of Agreement

The language of this Agreement shall supersede language in the rules, regulations, policies, or resolutions of the District which is contrary to, or inconsistent with, its terms.

1.5 Conformity to Law

This agreement shall be governed and constructed according to the laws of the State of Washington. If any provision of this agreement is found to be contrary to those laws, the remaining provisions of this Agreement shall continue in full force and effect and be binding upon the parties hereto. If any provision of this Agreement is so held to be contrary to the law, the parties shall agree to establish a mutually agreeable date to commence negotiations on the specific item if necessary.

1.6 Agreement Administration

The Association President shall meet with the Superintendent or his/her appointed designee with the authority to make decisions at a scheduled monthly meeting, or as mutually agreed upon, to discuss matters covered by this Agreement, including budget matters. Either party may postpone such meetings. These meetings are not intended to bypass administrative channels, contract negotiations, or grievance procedures.

1.7 Printing and Agreement Distribution

Within forty-five (45) days following the ratification and signing of this agreement by the Parties, the District shall provide five (5) hard copies of this Agreement to each building to be available for classified employees' reference. These copies will be placed in locations easily accessible to classified employees (i.e. office, staff room, etc.).

Fifteen (15) additional copies shall be provided to the Association. The cost of the printing shall be paid by the District.

The Agreement shall be published on the District website within thirty (30) days of ratification.

1.8 No Strike, No lock out

The Association agrees that during the term of this Agreement it will not cause or encourage its members to engage in any strike or work stoppage. The District agrees it shall not lock out its employees.

1.9 Management Rights

The Board and its agents, except those who are specifically abridged or modified by this Agreement, retain all rights, powers and authority of the District.

ARTICLE II: ASSOCIATION RIGHTS

2.1 Access

Association representatives shall be permitted reasonable access to the District buildings and its members for the purpose of conducting Association business, provided they report to the office of the building administrator in advance, and provided further that such access shall not interfere with, interrupt, or be in conflict with the District or the employee's work schedules.

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee.

The District shall provide the Association with contact information of all members of the collective bargaining unit, including name, address, phone number and District email address.

2.2 Equipment and Facilities Use

The Association will be permitted to use District equipment such as computers, the e-mail

system, and copy machines in accordance with District-established usage guidelines, and the following guidelines:

- 2.2.1** Such use of district equipment shall be approved by the site administrator provided such use will not interfere with school needs.
- 2.2.2** The Association shall reimburse the District for any cost to the District incurred by such use of equipment including the cost of any materials used, and for any repairs required or any damages resulting from the Association use.
- 2.2.3** The Association will be permitted, to hold Association meetings on school property, provided that such meetings are outside working hours and will not interfere with school operations. Such meetings shall be scheduled in advance.

2.3 Membership Communication

The Association will be permitted to use the inter district mail facilities, including email, for the distribution of Association communications, provided that such use does not disrupt or interfere with normal school mail service and communication. Space shall be provided at each work site for an Association bulletin board. Notices of Association activities and matters may be posted on building employee bulletin boards. Such notices must contain the name of the authorizing Association representative.

2.4 Availability of Information

The District agrees to furnish to the Association, in response to reasonable requests, all information that is of public record. The District may charge the Association the cost of reproducing District records and documents.

2.5 Dues Deductions

The District will deduct Association dues from the pay of bargaining unit employees who authorize such deductions in writing pursuant to RCW 41.56.110. The District will transmit such funds deducted to the designated Treasurer of the Association. Cancellation of dues must be received in the business office directly from the Association. The District shall provide for automatic reinstatement of deductions for Association dues for employees returning from leave. The Association agrees to defend and hold the District harmless in the application of this section. There shall be no discrimination against any employee by reason of his/her participation or lack thereof as a member of this Association.

The District will make a payroll deduction for Association dues and assessments upon receipt of a written authorization executed by an individual employee. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.

Prior to the beginning of each school year, the Association will give written notice to the District of the dollar amount of dues and assessments required of an Association member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September or

terminate employment before June shall have their deductions prorated. Each month during the school year, the District will send the Association all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made. The Association will refund any amounts paid to it in error.

The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this section.

ARTICLE III: PERSONNEL

3.1 Non-Discrimination

The parties to this Agreement shall not discriminate against any employee with regard to domicile, race, creed, religion, color, age, sex, gender identity, sexual orientation, national origin/language, or ancestry, the presence of any sensory, mental or physical disability, the use of a trained guide dog or service animal by a person with a disability, familial or marital status, honorably discharged veteran or military status, and HIV/Hepatitis C status, except in accordance with this Agreement, or as otherwise provided by law.

3.2 Controversial Issues

An employee who is involved in the process of instruction of students shall give due respect to the rights and opinions of the students. Employees, when following the direction of the Supervisor in accordance with the District Instructional Materials Policy shall not be disciplined. Questionable matters concerning the appropriateness of the issue and the maturity of the students shall be referred to the Supervisor for consideration and action.

3.3 Student Discipline

All bargaining unit employees have the right to a safe and healthy workplace. The District is committed to provide for a work environment free of workplace violence and other potential hazards to the personal safety of bargaining unit employees. If a student is transferred into an identified program, all employees with a legitimate educational interest shall be notified immediately. Similarly, employees providing services to students, will be provided sufficient information to ensure they can adequately support students. Examples of sufficient information may include behavior contracts or plans, when appropriate.

3.3.1 The District will provide training for all district staff in regard to the content and intent of policies in addition to general violence, safety issues and responsibilities. Upon request, the Association president shall receive a list of all District training provided to employees.

3.3.2 In the maintenance of sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently. The Board and the Superintendent shall support and uphold employees in their efforts to maintain

discipline in the District, and shall give expeditious response to all employees' requests regarding discipline problems, provided the employee has followed established District policy. District policies and the student handbook shall be available to employees through district or building offices.

- 3.3.3** In emergency situations regarding the exercise of authority by an employee to control and maintain order and discipline, the employee shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with Federal and State laws and regulations. State and Federal rules and regulations can be accessed through the Superintendent's office.
- 3.3.5** Each employee shall be entitled to appropriate assistance, support and enforcement from building administrators in connection with discipline problems relating to students. The building administrator will be responsible for monitoring and follow-through of disciplinary actions.
- 3.3.6** Each employee shall be promptly advised of any complaint made to the principal or other School District administrators regarding the employee's discipline of students. The employee shall be given the opportunity to present his or her version of the incident.
- 3.3.7** In the case of student misconduct or insubordination, when the employee deems it necessary, he or she may recommend to the principal a student's suspension or expulsion from school.
- 3.3.8** Possession or use of dangerous weapons or facsimile, explosives, firecrackers or other items capable of inflicting bodily harm are prohibited. Discipline of students in possession of, or using, any weapons specified in RCW 9A.04.110 or local ordinances will be in a manner consistent with state law and regulations.
- 3.3.9** Consistent with Board Policy 3246. When an employee is threatened with injury, or comes to the aid of another person about to be injured, or other malicious interference with real or personal property which is in their possession, employees are authorized to use reasonable force upon or toward a student or other person as part of their assigned responsibilities.

3.4 Health and Safety

- 3.4.1** All bargaining unit employees have the right to a safe and healthy workplace.
- 3.4.2** Any case of assault upon an employee shall be promptly reported to the employee's supervisor.
- 3.4.3** Employees shall not be required to work under unsafe or hazardous conditions; perform tasks that endanger their health, safety, or well-being; or operate unsafe vehicles or equipment.

3.5 Personnel Files

- 3.5.1** Employees shall, upon request, have the right to inspect the contents of their

personnel file kept within the District office during regular business hours. The employee may request, in writing, a photocopy of materials in the file. The cost of any copies will be borne by the employee.

- 3.5.2** Employees will be notified of any letters of reprimand or complaints against the employee which are entered into the personnel file. Such notification shall be within ten (10) workdays of placement in the file. The employee shall acknowledge receipt by signing and dating any disciplinary document placed in the employees personnel file.
- 3.5.3** The employee shall have the opportunity to attach his/her own written comments to materials placed in the employee's personnel file. Such material will be dated and signed by the employee.
- 3.5.4** The district shall have only one personnel file. No secret, duplicate, or alternate files may be used for disciplinary action. Supervisors shall not be precluded from maintaining informal working files subject to all of the above conditions.
- 3.5.5** Any derogatory material will, at the request of the employee, be expunged after three (3) years, except evaluations shall not be removed from the file. Information related to substantiated verbal abuse, physical abuse or sexual misconduct shall not be removed from any employee file.

3.6 Due Process

- 3.6.1** No employee covered under this Agreement will be disciplined or terminated without just cause. (Seven (7) Tests of Just Cause, Appendix 1.)
- 3.6.2** Any complaint not called to the attention of the employee within ten (10) workdays may not be used as the basis of formal written disciplinary action.
- 3.6.3** The specific grounds forming the basis of disciplinary action will be made available to the employee.
- 3.6.4** An employee has the right to Association representation during disciplinary action.
- 3.6.5** No scheduled disciplinary meeting may be delayed more than twenty-four (24) hours unless the parties mutually agree to the delay.
- 3.6.6** In cases where the health, safety and well-being of students and other employees necessitates immediate disciplinary action, the District will notify the Association as soon as possible that action has been taken.
- 3.6.7** Disciplinary action shall be taken in private.

3.7 Assignments, Transfers, and Vacancies

- 3.7.1** Notice of vacancies and new positions within the bargaining unit shall be posted electronically for not less than five (5) working days Association members will be responsible for checking the district website for openings. The Association

president or designee will be provided with a copy of all job postings and will attempt to notify current members of the posting.

3.7.2 Voluntary Transfer:

Qualifications: Employees shall be selected for transfer on the basis of the following criteria and in the following order – seniority and qualifications. In-building transfers shall occur before a vacancy is declared. The employee selected to transfer shall be the most senior, qualified employee. In the event the job duties significantly evolve, the job will be reposted.

3.7.3 Qualifications shall be defined as the skills and knowledge required for the posted position. The District shall be the sole judge of the posted qualifications. Seniority shall be defined as the number of years of continuous service in a classification within Steilacoom Historical School District. If an employee changes from one classification to another, they retain their seniority in the former classification for two (2) years.

3.7.4 Transfer Process: In-district and out-of-district positions may be posted and received by the District at the same time. However, out-of-district applications for open positions shall be placed in a separate file and shall not be considered in any way until all in-district employees have been notified of the results of their request for transfer.

3.7.4.1 Senior employees within each building shall have the right to add additional hours to their schedules; provided they are qualified to fill the hours and they can fit them into their schedules. The District shall assign to the most senior employee in the building extra time, one hour or under in length, without posting. Assignments of a longer duration must be posted. However, if a senior in-building employee has lost hours during a RIF, he/she shall have the first right to these hours as long as the RIF'd employee is the most senior, qualified, and the hours fit in his/her schedule.

3.7.4.2 Whenever hours are reduced at a site, the least senior employee shall lose hours provided program requirements can be met and employee qualifications are substantially equal. An employee who lost hours has the right to a written explanation from the supervisor. One-on-one para-educators are excluded from this section.

3.7.4.3 In the event summer hours become available the same procedures as noted in 3.7.4.1 and 3.7.4.2 shall apply.

3.7.5 The applicant shall submit a notice of interest through the online HR system within the time frame given in the posting.

3.7.6 If one or more qualified, in-district employee applies for the position; all qualified employees shall be given an interview. The building administrator and/or the program director shall interview current qualified employees.

3.7.7 In the event more than one qualified applicant meets the criteria listed above, the employee with the most seniority shall receive the position. If two qualified

employees have the same seniority date, lot shall determine the successful candidate.

- 3.7.8 In-district employees who are not selected for their requested transfer shall receive, in writing, the legitimate, specific, and demonstrable reasons for their denial within five (5) working days.

3.8 Involuntary Transfer

- 3.8.1 The District shall seek a pool of volunteers and provide a list of available positions before making an involuntary transfer. If there are no volunteers, the process shall move to 3.8.2.
- 3.8.2 Notice of an involuntary transfer shall be given to the affected employee as soon as such decision to transfer is determined. The employee with the least length of time in the District will be selected as long as employee qualifications are substantially equal.
- 3.8.3 An involuntary transfer shall be made after the affected employee has been personally contacted by the building principal(s), supervisor, or the superintendent stating the specific reason(s) for the employee being selected for such a transfer.
- 3.8.4 When requested, an employee chosen to be transferred during the school year shall be released from his/her duties for three (3) days at the employee's option, to prepare for the new assignment. The preparation time must be scheduled within one (1) week of the transfer date.
- 3.8.5 The affected employee who is required to transfer during the school year may request the assistance of the maintenance department to help move the transferee's required materials.
- 3.8.6 A notation of involuntary transfer shall be placed on the Employee's evaluation form.

3.9 Moving to Another Building

Employees who are requested to move to another building will be paid at the hourly rate for the number of hours that would equate to one full day for that employee.

3.10 District Directed Professional Development

The calendar for school year classified employees shall include the three training days prior to the start of the school year and the October and March training days. These optional work days shall be paid at the employee's regular rate of pay and submitted on a timesheet.

These days shall not impact employee access to Section 6.11 Training Pay.

3.11 Hours of Work/Overtime

3.11.1 The normal workweek shall consist of five (5) consecutive days, Monday through Friday. Each shift of five (5) or more hours per day shall include a thirty (30) minute duty free lunch period. Such lunch period shall be as near the middle of the shift as practical. Employees are free to leave the work site with notification to the Building Administrator.

Utility workers may be assigned a flexible workweek that may include a regular assignment of weekend days. Employees assigned a regular shift to include weekend days shall be exempt from the overtime premium on Sundays in Section 3.11.3.

3.11.2 Each shift of five (5) or more hours shall include a fifteen (15) minute first half and fifteen (15) minute second half rest period, both of which rest periods shall occur as near to the middle of the shift as practical. Employees working less than five (5) hours per day shall receive a fifteen (15) minute break for each two and one-half (2 ½) hours worked.

3.11.3 Hours worked which total more than forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) the employee's hourly rate. Sundays and Holidays shall be at two (2) times the hourly rate. Overtime must be approved in advance by the supervisor or the superintendent/designee. (Custodians, Maintenance and Grounds shall receive overtime compensation after eight (8) hours per day. These employees are paid two and one-half (2 ½) times the hourly rate on Sundays and Holidays).

3.11.4 The senior custodian assigned to the building will be offered the first opportunity to receive the overtime in his/her building for normal custodial duties (excluding maintenance and alarm callouts). Should the senior employee not want the overtime or if he/she is not immediately available, the District will assign the overtime hours.

3.11.5 Any employee, after having completed their regular shift, who has left their assigned work site and is directed to return to work, shall receive a minimum of two (2) hours pay at their regular rate.

3.11.6 Each employee shall be assigned to a definite and regular shift and work week, which will not be changed without prior notice to the employees of one calendar week; provided, however, this notice may be waived by the employee. The employer may immediately assign a shift or work week change in the event of unusual circumstances or an emergency.

3.11.7 Employees shall have the right to choose between overtime pay and compensatory time. Compensatory time may be accrued to twenty-four (24) hours. The District must insure that employees have the opportunity to use compensatory time within forty-five District business days, if chosen as an option. Compensatory time shall be accrued at the rate of one-and one-half (1 ½) hours worked. If the employee is not released to take compensatory time, he/she shall be paid for the time within the pay period and in no case later than the next pay period provided that the employee may choose at his/her option to carry twenty-

four (24) hours of compensatory time for no longer than one (1) year. After one (1) year the employee shall be paid for the compensatory time not used.

3.11.8 Voluntary work/workers: Voluntary work and voluntary workers shall not be paid for by District funds. Voluntary work shall be formally approved by the Human Resources Department. Volunteer work shall be of limited duration. A discussion shall be held with the Association president prior to the District granting approval for such work.

3.11.9 In the event an employee is required to extend a work shift due to an activity or absence of another employee, compensation will be paid at the appropriate rate.

3.11.10 To accommodate leaving at the end of the student day on half-days and other days with a modified schedule, employees may, with supervisor permission, flex their schedules, including the banking of hours, or use compensatory time (Section 3.11.7).

3.11.11 Classified personnel will be provided a reasonable amount of time within their daily schedule for the purpose of checking and responding to email. The district will be responsible for providing access to computers for this purpose at each work site. In addition, paraeducator schedules shall include adequate time on a weekly basis for team meetings, collaboration, materials prep, and other tasks.

3.12 Dispensing Student Medication

Secretaries/clerks, para-educators, professional technical

Employees shall not be required to dispense medicine or perform medical procedures on students except in accordance with District policy and State law. Employees who are required to dispense medication to students shall be trained at the District's expense. Unless listed as a job duty in the current job description, the employee shall have the right to decline to dispense medication to students without losing his/her position.

3.13 Notification of Job Assignment

Employees shall be notified of their job assignment for the following year as soon as the District's personnel needs are determined, but not later than June 5 of each year.

3.14 Seniority/Probation

3.14.1 Seniority shall consist of continuing service of the employee with the employer. The first sixty (60) days of employment shall be a probationary period during which time an employee shall not have seniority standing. The probationary employee date of hire will be his/her date for computing seniority upon the successful completion of the probationary period.

3.14.2 An employee shall lose seniority upon termination, resignation, retirement or transfer to a non-bargaining unit position.

3.14.3 The employee shall hold seniority by classification. In case of a layoff, employees laid off in one classification will be able to bump into prior classification in which they hold seniority.

3.14.4 Following is the list of conditions under which employees lose seniority:

- Discharge for cause
- Voluntary resignation
- After one (1) year in the layoff pool
- Transfer to non-bargaining unit work

3.14.5 The District shall provide the Association with a seniority list of employees by December 1 of each year, and the seniority list will be organized by straight seniority and by seniority by classification.

3.14.6 The District will provide, upon request, notification to the Association President of each new hire as soon as possible after initial employment.

3.15 Inclement Weather

3.15.1 In the event snow or hazardous weather or emergency forces school to close, classified employees who work directly with students and whose work depends on the presence of students are not required to report for work and will make up the day on the student make up day. All employees working twelve (12) months and those who work for more than one hundred eighty (180) days in the work year are expected to work. Employees who are unable to report to work because of hazardous conditions will meet with their immediate supervisor to determine when the snow days will be made up, or if the day(s) cannot be made up, which leave, personal leave or vacation, the day(s) will be charged to.

3.15.2 If schools operate on a delayed schedule, the delay is for students and does not affect employee reporting times. Employees who are unable to report to work on time because of hazardous conditions will meet with their immediate supervisor to determine when the hours will be made up. School delay/closure procedures will be announced each year and practiced to ensure the procedure works correctly.

3.16 Workload

3.16.1 The District agrees to provide job descriptions for positions covered by this agreement to the president of the Association. Job descriptions that are modified by the District which reflect changes impacting the hours, wages, and working conditions of the employee and new job descriptions that are created by the District covering employees under the Agreement will be sent to the Association president and the employee. Additionally, the employees shall receive a copy of any changes in his/her job description two (2) weeks prior to the implementation of the changes. Employees shall be provided copies of their job description if requested. Employees shall receive a copy of his/her job description at the date of hire.

ARTICLE IV: GRIEVANCE PROCEDURE

4.1 Definition

- 4.1.1 A grievance is an alleged misinterpretation of, misapplication of, or violation of terms and/or provisions of this agreement. A grievant shall mean an individual, a group of individuals and/or the Association.
- 4.1.2 Nothing contained herein shall be construed as to limiting the right of any employee having a complaint to discuss the matter informally with his/her immediate supervisor.

4.2 Procedure for Processing Grievances

- 4.2.1 Step One – Informal Process: The employee shall first discuss the grievance with his/her immediate supervisor. If the employee wishes, he/she may be accompanied by an Association representative at such discussion.
- 4.2.2 Step Two - Immediate Supervisor: If the grievance is not settled in Step One, a written statement of grievance shall be presented to the immediate supervisor within thirty (30) working days after the occurrence of the grievance. (Grievance Form, Attachment 3). The immediate supervisor shall answer the grievance in writing. The immediate supervisor shall include the reasons upon which the decision was based, and shall respond within (7) working days of receiving the grievance. A copy of the decision shall be sent to the grievant and the Association president.
- 4.2.3 Step Three - Superintendent:
 - 4.2.3.1 If no satisfactory settlement is reached at Step Two, the grievance may be appealed to Step Three, Superintendent, or his/her designated representative, within seven (7) working days of receipt of the decision rendered in Step Two.
 - 4.2.3.2 The Superintendent or his designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within seven (7) working days of the receipt of the Step Three Appeal. The purpose of this meeting shall be to affect a resolution of the grievance.
 - 4.2.3.3 The Superintendent, or his designated representative, shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), Association representative and immediate supervisor within seven (7) working days from the conclusion of the meeting.

4.3 Arbitration

- 4.3.1 If no satisfactory settlement is reached at Step Three, the Association, within fifteen (15) working days of the receipt of the Step Three decision, may appeal the

final decision of the employer to the American Arbitration Association for arbitration. Any grievance arising out of or relating to terms, interpretation and/or application of the provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded from this Article. The Arbitrator shall hold a hearing within twenty (20) working days of his/her appointment. Ten (10) working days' notice shall be given to both parties of the time and place of the hearing. The Arbitrator will issue his/her decision within twenty (20) days from the date final written briefs have been submitted or if revised by both Parties, twenty (20) days after completion of the hearing.

4.3.2 The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the Arbitrator shall be final and binding upon the Employer, the Association, and the Grievant(s).

4.4 Jurisdiction of the Arbitrator

The Arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement, or award damages. (Make whole remedies shall not be considered damages.) The Arbitrator shall have no power or authority to rule on the following: any matter involving Employee evaluation or Reduction in Force, provided however that the Evaluation and Reduction in Force Procedures shall be subject to the Arbitrator's review. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by Law.

4.5 Time Limits

4.5.1 Time limits provided in this procedure may be extended by mutual agreement when signed by the Parties.

4.5.2 Failure on the part of the Employer, at any step of this procedure, to communicate the decision on a grievance within the specific time limit shall permit the Association to lodge an appeal at the next step of this procedure.

4.5.3 Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved in accordance with the Employer's answer at the previous step.

4.6 Accelerated Grievance Filing

In order to expedite grievance adjudication, the Parties agree that any Association grievances or class action grievances may be lodged at Step Three of this procedure. In any case, the grievance must be filed within thirty (30) working days after the occurrence of the grievance. Any grievance that has been filed prior to the termination date of this Contract may be processed to conclusion even if the Contract has expired.

4.7 Reprisals

No reprisals of any kind will be taken by any Party against any Party because of participation in any grievance.

4.8 Costs

The fees and expenses of the Arbitrator shall be shared equally by the Parties. All other expenses shall be borne by the Party incurring them.

ARTICLE V: EVALUATION

- 5.1** All school-year classified personnel shall be evaluated annually, such evaluations to be completed and presented to the employee in person no later than June 1 of the school year in which the evaluation takes place. For annual classified personnel, evaluations will be completed and presented to the employee in person no later than August 1. The intent of this language is for the supervisor to meet with the employee in all cases--and provide meaningful evaluative feedback in areas of strength and performance goals for all areas being evaluated.
- 5.1.1** His/her immediate supervisor shall evaluate each employee.
- 5.1.2** An employee shall be given a draft copy of any evaluation form prepared by his/her evaluator before any conference is held to discuss it. No evaluation form shall be submitted to the district office, placed in the employee's personnel file or otherwise acted upon, without prior conference with the employee.
- 5.1.3** Employees shall be notified of any deficiencies. When a supervisor has a concern about the employee's performance, the supervisor shall notify the employee in a timely manner. If deficiencies continue, the supervisor shall provide the employee a specific plan for improvement which includes a written notice and a minimum of two (2) months for the employee to improve. The employee will have an opportunity to write a rebuttal to his/her evaluation.
- 5.2** Each employee shall be evaluated on the evaluation form. (Performance Evaluation, Attachment 4.)

ARTICLE VI: ECONOMIC PROVISIONS

- 6.1 Salary**
- 6.1.1** The salary schedules for the 2021-2022 (Attachment 5) and for the 2022-2023 school year, the wage rates on Attachment 5 shall be increased by the state-funded inflationary adjustment (IPD) plus one-half percent (.5%).
- 6.1.2** The rate of pay for classified substitutes shall be equal to eight-five percent (85%) of Step 1 of the position being filled.
- 6.2** All employees shall be paid over a twelve (12) month period. Paychecks shall be issued on the last District business day of each month. If the employee works less than three (3) hours per day, basic salaries shall be made in ten (10) monthly installments. In December, pay warrants will be made available on the District's last business day.
- 6.2.1** Pay warrant stubs shall include the following information:
- Base salaries
 - Individual payroll deductions
 - Overtime pay

- 6.3** The Association and the District shall form a joint committee to research and develop a Training Stipend Program. The intent of this committee shall be to develop a program for paying stipends to employees for job appropriate training, licenses, or conferences.
- 6.4** Employees may request the monthly warrant/check be deposited to his/her bank account or forwarded to a specific address. The District may require specific authorization.
- 6.5** Employees assigned by the District to work on a job regularly filled by a higher classification employee shall receive compensation equal to the employee in the higher classification based on the experienced step of the substitute employee after three (3) days. Any employee substituting in a position at a lower rate of pay shall receive their current rate of pay for the time spent substituting in the lower paid position.
- 6.5.1** In the event that an employee is assigned as a certificated substitute, the employee will receive his/her regular rate of pay plus three dollars (\$3.00) per hour or the certificated substitute rate of pay, whichever is higher, for the time spent substituting. Willingness to serve as a certificated substitute will not be negatively referenced on an employee's classified evaluation.
- 6.6** When acting in accordance with assigned duties or when requested by the District to travel when using his/her own private vehicle, an employee shall be reimbursed for such travel at the current IRS rate.
- 6.7** Insurance coverage for employees who use their own vehicle at the direction of the District shall be insured in accordance with the current District policy in effect at that time.
- 6.8** If so directed by the District, employees will fill out daily time records. Mileage forms will be provided to each employee who travels to perform their job responsibilities.
- 6.9** All compensations owed to an employee who is leaving the District shall, upon request, be paid on the next regular pay day after the final day of employment and in no case later than the following payday.

6.10 Longevity Pay

Longevity Steps: Employees are eligible to be placed on step 5 upon completion of four (4) years employment within the bargaining unit. Employees are eligible to be placed at step 10 upon completion of nine (9) years within the bargaining unit. Employees are eligible to be placed at step 15 upon completion of fourteen (14) years within the bargaining unit. Employees are eligible to be placed at step 20 upon completion of nineteen (19) years within the bargaining unit.

Longevity payments will be made at the start of each year in which an employee earns the benefit.

6.11 Building Approved Training

Each annual employee may participate in building-approved training equal to three (3) of their regular work days, to be paid at their regularly hourly rate and in accordance with FLSA and MWA (i.e. 8 hour employees will be entitled to 24 hours of training; 4 hour

employees will be entitled to 12 hours of training). School year employees may participate in three (3) days of building-approved training opportunities, such as Fundamental Course of Study course or to attain clock hours toward paraeducator certifications as defined by OSPI. District-required training provided outside of the employee's normal workday will be paid at the applicable rate of pay. Training may be claimed in hourly increments and submitted via timesheet. Should an employee choose not to attend non-mandatory training, they will not be compensated.

In the event of a change in state funding or requirement for paraeducator certification the parties will bargain modifications to the CBA or to District practice that these changes may necessitate.

6.12 Committee Work

Classified staff requested to be on building or district level committees shall timesheet their hours for meetings that extend beyond their regular work schedule or may work with their supervisor to flex their schedule, where appropriate.

6.13 Employee Benefits

All of the provisions of this Section shall be interpreted consistent with the rules and regulations of SEBB and are intended to be a summary of the legal requirements and agreements of the parties

Employer Contribution:

The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements as defined by SEBB. For purposes of benefits provided under SEBB, school year shall mean September through August, and shall be referred to as the eligibility year. If the eligibility year is specifically redefined by the HCA, the parties agree to comply with that definition.

The District will provide benefits to employees through SEBB, to 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 will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, long-term disability, etc.) Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible 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 in through SEBB (e.g. increase Life, AD&D), Long-term Disability, etc.).

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 an eligibility year, so long as they maintain an employee/employer relationship.

Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.

When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, there are not enough days remaining in the year to achieve 630 hours and the employee is anticipated to work at least six hundred thirty hours the next school year, that employee will be provided with benefits coverage.

All compensated hours in any position within the district shall count for purposes of establishing eligibility.

Benefit Enrollment and Continuity of Coverage:

In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee is anticipated to work 630 hours in a school year.

Leaves:

Paid leave hours shall count toward eligibility for benefits under this section. Unpaid leave will be assessed on a case by case basis.

Benefit Termination:

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31. Any exception shall be requested by the employee and confirmed by the District.

6.14 Payroll Deductions

6.14.1 Employees may request payroll deductions for the following:

- United Way
- Credit Union loan payments
- Educational Employees Credit Union
- Washington School Employees Credit Union
- Tax Sheltered Annuities
- Deferred Compensation Plans

6.14.2 Other payroll deductions may be discussed at the Payroll Office.

Article VII: HOLIDAYS AND VACATIONS

7.1 Vacations

7.1.1 Annual employees will earn vacation days according to the following schedule:

7.1.1.1 Ten (10) days' vacation can be earned annually during the first three (3) years of continuous employment.

7.1.1.2 After the third (3rd) year of continuous employment, the employee will be entitled to fifteen (15) days of annual vacation per year through five (5) years of continuous employment.

7.1.1.3 The employee will earn one (1) additional day of annual leave each year from six (6) to ten (10) years of employment.

7.1.1.4 Twenty (20) days' vacation leave is the maximum earned in a year.

7.1.2 Annual employees may accumulate vacation time to the limit of twenty-five (25) days.

7.1.3 An employee who leaves the District shall receive their pro-rated vacation benefits at the time of termination of employment. Twenty-five (25) days of accrued vacation is the maximum that will be paid to an employee terminating employment.

7.1.4 Employees shall consult with their immediate supervisor to ensure adequate coverage of job responsibilities when scheduling vacations greater than five (5) days in length. Such consultation shall occur at least five (5) days prior to the start of the vacation, except in cases of emergency.

7.1.5 Employees are encouraged, when foreseeable, to schedule vacation leave in a manner that avoids critical usage periods, including days immediately preceding or following school breaks.

7.2 Paid Holidays

All employees shall receive the following paid holidays which fall within their work year:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Independence Day (Independence Day shall be paid to all regular

employees who work the day before the holiday)

To accommodate leaving at the end of the student day prior to Thanksgiving, employees may flex their schedule as agreed to with their supervisor.

7.3 Un-worked Holidays

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked his/her last shift preceding and following the holiday, and is not on unpaid leave of absence, shall be eligible for pay for such un-worked holiday.

7.4 Worked Holidays

Employees who are requested to work on the above described holidays and who do work, shall receive two (2) times their base rate of pay for all hours worked on such holidays. (Two and one-half (2 ½) times the base rate of pay for custodians, maintenance and grounds.)

ARTICLE VIII: LEAVES

8.1 Sick Leave

8.1.1 In the case of absences caused or necessitated by personal illness, temporary disability or injury of employee or family member, or because of quarantine in the immediate family, this sick leave provision shall apply. Disabilities immediately related to childbearing shall be considered temporary disabilities.

8.1.2 At the beginning of each work year, each employee shall be credited with an advance sick leave allowance of up to twelve (12) days in accordance with their FTE allowance.

8.1.3 Employees shall be allowed to accumulate unused sick leave to the legal maximum limit.

8.1.4 An employee who is unable to perform his/her duties because of personal illness, maternity or other disability may, upon request, be granted a leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually at the District's determination, if requested.

8.1.5 Whenever an Employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, the employee may choose between using sick leave benefits or State Worker's Compensation.

8.1.6 In the event the Employee chooses to use State benefits, the time absent will not be charged against annual or accumulated sick leave.

8.2 Annual Sick Leave Cash-Out

Employees are allowed to cash in unused sick leave days above an accumulation of sixty (60) full days at a ratio of one full day of monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash-out their unused sick leave days

in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave in excess of sixty (60) days. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.

8.3 Sick Leave Cash-Out at Retirement or Death

At the time of separation from school district employment due to retirement or death, an eligible employee, or the employee's estate, shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave.

8.4 Family and Medical Leave Act

Employees shall be allowed to use available sick leave when needed to care for a child with a health condition needing treatment or supervision, and for a serious or emergency health condition of the employee's spouse, parent, parent-in-law, or grandparent. (Family Medical Leave Act - Attachment 6.)

8.5 Washington State Paid Family and Medical Leave (PFML)

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours in accordance with state law. Employees may initiate the use of this leave prior to exhausting all accumulated leave. Employees may elect to use other leaves consecutively or concurrently with PFML. If paid leave is used concurrently with PFML, it will be considered a supplemental benefit. The District shall maintain employee benefits while employees are on approved PFML leave subject to the rules of regulations of SEBB. The employer shall pay the employer portion of the premium and the employee shall pay the employee's portion.

8.6 Family Care Leave

Employees shall be allowed to use all available sick leave or other paid time off to care for the employee's spouse, parent, parent-in-law, or grandparent, in addition to a sick child.

8.7 Maternity Leave

This leave shall begin at a time agreed upon by the employee and her physician. A written request for maternity leave should include a statement as to the expected date of return to employment. Employees may be granted additional leave, if there are circumstances altering the expected date of return to work. Any employee who uses up sick leave under this section may apply for a leave of absence without pay.

8.8 Adoption Leave

Adoption leave with pay shall be granted upon prior application to the District by a parent in order to complete the adoption process, providing such leave does not exceed an aggregate of three (3) days in any given year. Such leave may be used for court legal procedures, home study and evaluation, and required home visitations by the adoption agent not possible to schedule outside of the regular working hours.

8.9 Bereavement Leave

Absence owing to death in the immediate family shall be granted with full pay for up to five

(5) days to be used within 30 days. Requests to use one or more of the five days outside of the 30 day timeline may be submitted to HR for approval. Immediate family shall be defined as the following family relationships to either the employee or their spouse/domestic partner: father and mother, parent surrogate, spouse/domestic partner, children, siblings, grandparents, grandchildren, aunts and uncles, nephews and nieces, and any relative or significant other residing in the employee's household. One (1) day of bereavement leave will be allowed for a close friend. At the discretion of the superintendent, two (2) additional days of bereavement leave may be granted for close friends for the purposes of extended travel and or extenuating circumstances.

8.10 Judicial Leave

An employee who is summoned to serve as a juror or is obliged to appear in court as a party of subpoenaed witness shall notify his/her immediate supervisor immediately upon learning of the need for leave. For jury duty, the employee shall receive normal pay. An employee who must be absent for judicial proceedings as a party will be entitled to leave without pay. An employee who is subpoenaed as a witness shall be granted leave with normal pay.

In the event the Association, or other party financially supported by the Association, brings suit against the District, the Association shall reimburse the district the per diem pay of any employee covered by this Agreement.

8.11 Military Leave

Employees shall be granted military leaves of absence in accordance with law.

8.12 Personal Leave

Personal leave shall not exceed three (3) days annually, accumulative to four. Employees are encouraged, when foreseeable, to schedule personal leave in a manner that avoids critical usage periods, including days immediately preceding or following school breaks.

8.13 Association Leave

The Association shall be allowed up to eighteen (18) days of absence per year for professional meetings and business of the Association. The Association shall give the District five (5) days advance notice, whenever possible, of the proposed absence.

The Association shall reimburse the District for the cost of a substitute if a substitute is required.

8.14 Other Leaves

Leaves of absence up to one (1) year without pay may be granted to employees for child care, child rearing, health reasons, professional development or such other reason as agreed to by the District.

The employee, if granted such leave, upon return, may be placed in a similar position as determined by the District. Such leaves shall not extend beyond one year.

8.15 Leave Sharing

8.15.1 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.

8.15.2 An employee cannot donate sick leave days that would result in their sick leave account going below twenty-two (22).

8.15.3 Sick leave includes leave accrued pursuant to the RCWs with compensation for illness, injury and emergencies.

8.15.4 While an employee is on leave, they shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued personal leave or sick leave.

ARTICLE IX: LAY OFF AND RECALL

9.1 In the event the District reduces classified staffing by reason of program need, financial necessity, such as levy failure and/or decreased State or Federal support, the least senior employee within the impacted job classification(s) shall lose hours or be subject to layoff. The term "layoff" used herein refers to action by the Board reducing the number of employees in the bargaining unit, owing to financial restriction or program change.

9.2 In the event that layoff becomes necessary, the District shall first determine which employees will be retained because of special skills and/or qualifications relating to District programs. The District shall provide the Association with a list of the positions that will be impacted by no later than June 5. The District will work with the Association to minimize the impact. The District and Association shall review the seniority list of employees in each classification.

9.3 The District will make all reasonable attempts to assure that no new employee will be employed by the District while there are laid off employees who are qualified for the vacant or newly created position. The District will provide notification, prior to the posting, of any new position, to the Association at labor management meetings of any vacant position that could result in the hiring of a new employee.

9.4 Reduction In Force Procedure:

9.4.1 Employees will be laid off on the basis of seniority by classification.

9.4.2 Seniority shall be defined as the length of service within the District as a member of the bargaining unit.

9.4.3 Senior employees whose positions have been eliminated due to reductions in force or who have lost hours as a result of a reduction in force shall be identified

as displaced and shall have the right to assume any vacant position within their classification for which they have seniority, and qualifications. All displaced employees must be placed when possible.

- 9.4.4** Any temporary hours that are created or added subsequent to a reduction in force are to be offered to Association members by seniority, and qualification who have lost hours as a result of reduction in force prior to hiring of any temporary employees.
- 9.4.5** Positions that have become vacant due to attrition (new positions, positions vacated by transfer, separation from the District, or retirement) will then be open to all current Association employees including recently displaced employees following the process stated in Section 3.6 Assignment, Transfer, and Vacancies.
- 9.4.6** Employees shall hold seniority by classification. In case of a layoff, employees laid off in one classification will be able to bump into a prior classification in which they hold seniority. The employee retains their seniority in the former classification for two (2) years.
- 9.4.7** Unused sick leave shall be restored to the RIF'd employee upon return to active employment. Other benefits will be reinstated as appropriate to the position held. The employee will be reinstated at the same step on the salary schedule.
- 9.4.8** Employees shall not be bumped or reduced in hours by school employees who are not represented by the bargaining unit.
- 9.5** In the event that individuals have the same seniority ranking, the employees so affected shall participate in a drawing by lot to determine seniority position. The Association and all employees so affected shall be notified in writing of the date, time, and place for the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.
- 9.6** The parties shall meet annually, no later than December 1, to update the bargaining unit seniority list.
- 9.7** Employees to be laid off shall receive advance written notice of no less than fifteen (15) calendar days.
- 9.8** Employees having additional skills and/or qualifications may report such skills and/or qualifications in writing to the personnel office by March 1. Written verification of skills and qualifications is required annually.
- 9.9** Employees who are laid off shall be placed in a re-employment pool for two (2) years. Recall shall first be based on seniority and by qualifications relating to the District position to be filled. The District shall give employees written notice of recall from layoff by sending a registered or certified letter to the recalled employee at his/her last known address. If the employee does not respond within ten (10) business days of such notice of recall, the employee shall forfeit right of recall. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to employees.

9.10 While in the employment pool, a person may continue in the District fringe benefit programs for which they are legally qualified. Such continuance shall require reimbursement to the District of the District's costs of the program(s), in advance, by the first day of each month. Failure to reimburse the District by the first day of the month shall result in being dropped from the program(s).

ARTICLE X: DURATION

10.1 The terms and agreements set forth in this contract will be in effect from September 1, 2021 until August 31, 2023, or until such time as a new contract is collaboratively bargained between the Association and District.

10.2 In the event the Legislature increases or decreases District funds for the purpose of employee salaries, either party may request to reopen Article VI for the purpose of addressing this funding adjustment.

Attachment 1 – Seven Test of Just Cause

Just Cause/Seven Key Tests

The basic elements of just cause, which different arbitrators have emphasized, have been reduced by Arbitrator Carrol R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A “no” answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious or discriminatory element was present.

Notice: “Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee’s disciplinary conduct?”

Reasonable Rule or Order: “Was the employer’s rules or managerial order reasonably related to a) the orderly, efficient, and safe operation of the employer’s business and b) the performance that the employer might properly expect of the employee?”

Investigation: “Did the employer before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?”

Fair Investigation: “Was the employer’s investigation conducted fairly and objectively?”

Proof: “at the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?”

Equal Treatment: “Has the employer applied its rules, order, and penalties even-handedly and without discrimination to all employees?”

Penalty: “Was the degree of discipline administered by the employer in a particular case reasonable related to the following?:

- a) the seriousness of the employee’s proven offense, and
- b) the record of the employee in his service with the Employer?”

Attachment 2 – Grievance Form

STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1

511 Chambers

Steilacoom, WA 98388

This form is to be used by a classified employee when filing a grievance review according to ARTICLE IV of the current Collective Bargaining Agreement. This same form must be used at each step and submitted in duplicate.

TO: _____
Name Title

FROM: _____
Grievant Name Position

LOCATION: _____
Building Department

1. State the specific grievance. (Include Article and Section of the Collective Bargaining Agreement.)
2. State the grievance. (Include time, place, parties involved, witnesses.)
3. The relief sought.

Grievant signature _____ Date _____

Supervisor signature _____ Date _____

Supportive documents may be attached

Attachment 3 Evaluation Form

STEILACOOM HISTORICAL SCHOOL DISTRICT Classified Employee Evaluation Report

Date of Annual Conference: _____ Evaluation Period: _____ to _____
Month/Year Month/Year

Employee Name: _____
Last First

Job Classification: Para Educator Secretary Office Coordinator Custodian Grounds
 Maintenance Department Specialist Sub Coordinator

Evaluator Name: _____ Title: _____
Last First

<u>EVALUATION AREA</u>	<u>CHECK ONE</u>			<u>COMMENTS</u> ENTER: Improvements, suggestions, goals, potential, etc.
	EXCEEDS EXPECTATIONS	SATISFACTORY	UNSATISFACTORY	
INITIATIVE: Consider the employee’s ability to perform a job with minimum direction. Does the employee make suggestions for self-improvement or undertake new work when the job at hand is complete? Is the employee a self-starter?				
PROBLEM-SOLVER: Consider the employee’s problem solving skills used in making decisions. Does the employee demonstrate the ability to think and act calmly, logically, and rapidly under stress?				
ATTITUDE OF COLLABORATION: Consider how well the employee fits into their work environment. Does the employee work in harmony and collaborate with others? Is the employee a team player?				
KNOWLEDGE AND QUALITY OF JOB: Consider the employee’s understanding of all phases of their responsibilities that are necessary for complete job performance. Consider professionalism, skill, thoroughness, and accuracy in completing job assignments as outline din the job description. Does the employee’s performance meet the standards of quality?				
TIME MANAGEMENT: Consider the amount and promptness of work produced based on specific job requirements. Does the employee use time wisely?				
DEPENDABILITY AND RESPONSIBILITY: Consider the employee’s reliability in following instructions and carrying out assigned tasks with minimum direct supervision. Will the job be done on time and correctly/ Does employee have a sense of responsibility and willingness to carry out assigned duties?				

<u>OVERALL EFFECTIVENESS</u>	
CHECK ONE	
<u>SATISFACTORY</u> <input type="checkbox"/>	<u>UNSATISFACTORY</u> <input type="checkbox"/>
<u>EVALUATOR COMMENTS</u> ENTER: Improvements, suggestions, goals, potential, etc.	

A signature below does not necessarily mean that the employee agrees with the opinions expressed, but merely indicates that the employee has received a copy of this report and has been given the opportunity for discussion, comments and written reaction.

Employee Comments:

Employee Signature: _____ **Date:** _____

I have provided an opportunity for comments and written reaction to this Annual Performance Report by the employee.

Evaluator Signature: _____ **Date:** _____

Attachment 4 – Family Medical Leave Act

Employee Eligibility

To be eligible for FMLA leave, an employee must:

- Have worked for that employer for at least 12 months; and
- Have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave

Leave Entitlement

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave in a 12 month period for one or more of the following reasons:

- For the birth of a son or daughter, and to care for the newborn child;
- For the placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
- To care for an immediate family member (spouse, child, or parent – but not a parent “in-law”) with a serious health condition;
- When the employee is unable to work because of a serious health condition.

Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement. (See CFR Section 825.201)

Spouses employed by the same employer may be limited to a combined total of 12 workweeks of family leave for the following reasons:

- Birth and care of a child;
- For the placement of a child for adoption or foster care, and to care for the newly placed child;
- To care for an employee’s parent who has a serious health condition.

Intermittent/Reduced Schedule Leave – The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances. (CFR Section 203) Intermittent/reduced schedule leave may be taken when medically necessary to care for a seriously ill family member, or because of the employee’s serious health condition. Intermittent/reduced schedule leave may be taken to care for a newborn or newly placed adopted or foster care child only with the employer’s approval.

Employees needing intermittent/reduced schedule leave for foreseeable medical treatment must work with their employers to schedule the leave so as not to unduly disrupt the employer’s operations, subject to the approval of the employee’s health care provider. In such cases, the employer may transfer the employee temporarily to an alternative job with equivalent pay and benefits that accommodates recurring periods of leave better than the employee’s regular job.

Substitution of Paid Leave – Employees may choose to use accrued paid leave to cover some or all of the FMLA leave taken

Serious Health Condition – “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either:

- Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or
- Continuing treatment by health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities).

This could include, but is not limited to, pregnancy, prenatal care, chronic health conditions such as asthma or diabetes, and permanent or long-term conditions such as Alzheimer's, stroke or cancer.

Medical Certification – An employer may require that the need for leave for a serious health condition of the employee or the employee's immediate family member be supported by a certification issued by a health care provider. The employer must allow the employee at least 15 calendar days to obtain the medical certification. An employer may, at its own expense, require the employee to obtain a second medical certification from a health care provider.

Maintenance of Health Benefits

A covered employer is required to maintain group health insurance coverage, including family coverage, for an employee on FMLA leave on the same terms as if the employee continued to work.

Job Restoration

Upon return from FMLA leave, an employee must be restored to his or her original job, or to an "equivalent" job, which means virtually identical to the original job in terms of pay, benefits, and other employment terms and conditions.

Notice

Employee Notice – Eligible employees seeking to use FMLA leave should request leave as soon as possible.

Other Provisions

Teacher may not be able to take intermittent or reduced-scheduled leave for planned medical treatment that may take them out of the classroom for more than 20% of the time. In such cases, the employee may be required to take continuous leave for the entire treatment period depending on the nature of the medical condition and classroom needs.

Teachers and educational assistants also may not be able to return from leave near the end of the school term. Depending on the timing and the reason for the leave, the district can require the employee to extend their leave and return at the beginning of the next term, rather than in the closing days of the current term.

Attachment 5- 2021-2022 Classified Salary Schedule

JOB CLASSIFICATION	Step 1	Step 2	Step 3	Longevity	Longevity	Longevity	Longevity
				Step 5-9	Step 10-14	Step 15-19	Step 20
Paraprofessional							
Paraeducator	\$ 21.40	\$ 22.33	\$ 22.73	\$ 23.38	\$ 24.24	\$ 25.94	\$ 28.05
Campus Supervisor Library Tech	\$ 24.52	\$ 24.99	\$ 25.34	\$ 26.24	\$ 27.26	\$ 29.77	\$ 32.32
Office Professional							
Secretary, Substitute Coordinator	\$ 23.25	\$ 23.69	\$ 24.15	\$ 24.88	\$ 25.81	\$ 27.67	\$ 29.93
Office Coordinator, SHS Registrar, SHS Bookkeeper	\$ 25.80	\$ 26.27	\$ 26.60	\$ 27.44	\$ 28.47	\$ 30.91	\$ 32.73
Department Specialist	\$ 26.80	\$ 27.27	\$ 27.60	\$ 28.44	\$ 29.47	\$ 31.91	\$ 33.73
Custodial							
Custodian	\$ 22.46	\$ 23.65	\$ 24.13	\$ 24.85	\$ 25.78	\$ 27.65	\$ 29.91
Custodian Lead	\$ 25.46	\$ 25.93	\$ 26.28	\$ 27.11	\$ 28.14	\$ 30.24	\$ 32.73
Maintenance							
Maintenance Technician I	\$ 25.60	\$ 26.03	\$ 26.36	\$ 27.23	\$ 28.45	\$ 30.83	\$ 33.39
Maintenance Technician II	\$ 28.97	\$ 29.93	\$ 30.49	\$ 31.57	\$ 32.85	\$ 35.87	\$ 38.99
Grounds							
Grounds I	\$ 22.46	\$ 23.65	\$ 24.13	\$ 24.85	\$ 25.78	\$ 27.65	\$ 29.91
Grounds II	\$ 25.46	\$ 25.93	\$ 26.28	\$ 27.11	\$ 28.14	\$ 30.24	\$ 32.73
Health Professional							
Licensed Practical Nurse	\$ 27.52	\$ 27.96	\$ 28.30	\$ 29.25	\$ 30.42	\$ 33.05	\$ 35.75
Braillist	\$ 23.03	\$ 23.48	\$ 23.98	\$ 24.69	\$ 25.61	\$ 27.45	\$ 29.69
SLPA/COTA	\$ 23.03	\$ 23.48	\$ 23.98	\$ 24.69	\$ 25.61	\$ 27.45	\$ 29.69
Technology (IT)							
Computer Tech	\$ 26.62	\$ 27.02	\$ 27.32	\$ 28.05	\$ 29.00	\$ 30.89	\$ 33.20
Network/Communications	\$ 29.47	\$ 29.93	\$ 30.27	\$ 31.14	\$ 32.26	\$ 34.48	\$ 37.11

ATTEST

Mary Hilton

07 / 22 / 2021

Mary Hilton, SCEA President

Date

Kathi Weight

07 / 22 / 2021

Dr. Kathi Weight, Superintendent

Date

JMcDonald

7/28/2021

Dr. Jennifer McDonald, School Board Chair

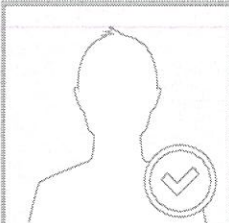

Date

Signature Certificate

Document Ref.: NQVNX-PQ3Z9-KPCZ6-WWSBR

Document signed by:

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<p>IP: 169.204.230.246</p>	<p>Date: 22 Jul 2021 18:25:46 UTC</p>	

	<p>Kathi Weight Verified E-mail: kweight@steilacoom.k12.wa.us</p>	
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