

COLLECTIVE BARGAINING AGREEMENT

between

CHIMACUM SCHOOL DISTRICT #49

and

**CHIMACUM INDEPENDENT
ASSOCIATION
CIA**

2022-2024



**CHIMACUM
SCHOOL DISTRICT**

DEEP ROOTS BROAD HORIZONS

TABLE OF CONTENTS
Chimacum Independent Association-WEA
Negotiated Agreement
2022-24

Article I	Recognition.....	1
Article II	Association Membership	2
Article III	Management Rights	3
Article III	Working Conditions.....	4
Article IV	Employee Discipline: Due Process.....	6
Article V	Leaves	8
Article VI	Evaluation	11
Article VII	Personnel File	12
Article VIII	Seniority.....	12
Article IX	Probationary Period	12
Article X	Vacancies, Promotions & Transfers	13
Article XI	Reduction in Force.....	15
Article XII	Insurance.....	15
Article XIII	Grievance Procedure.....	16
Article XIV	Savings.....	17
Article XV	Duration and Reopener	17

APPENDICES

Appendix A	Compensation	18
Appendix B	Evaluation Form	19
Appendix C	Formal Statement of Grievance	22
PD Calendar	2022-23	23

COLLECTIVE BARGAINING AGREEMENT
between
CHIMACUM SCHOOL DISTRICT #49
and
CHIMACUM INDEPENDENT ASSOCIATION/WEA
September 1, 2022 - August 31, 2024

This agreement is made and entered into effective this 1st day of September 2022 by and between Chimacum Independent Association/Washington Education Association, hereafter referred to as the “Association” and the Chimacum School District #49, hereafter referred to as “The District”.

ARTICLE I - RECOGNITION

A. The District agrees to recognize the CIA/WEA as the sole bargaining representative for all classified employees regularly employed as administrative assistants, paraeducators or food service employees in regards to wages, hours and working conditions. Excluded from this unit are supervisors, administrative secretaries, accountant-bookkeepers, payroll-personnel officers and any secretaries assigned to the Superintendent’s staff.

B. Substitutes and Temporary Employees

1. Substitute Provisions

1.1 Substitutes are covered by the terms of the collective bargaining agreement except as noted below:

1.1.1 Sections not applicable to substitutes:

Seniority Accumulation	Holidays
Transfer	Evaluations
Leaves	Employee Personnel File
Medical Benefits	Layoff and Recall

1.1.2 Any substitute working twenty (20) continuous days or thirty (30) days in a twelve-month period becomes a member of the bargaining unit.

(a) A substitute working that many days is no longer considered a substitute, but a regular part-time employee of the district available for employment on a regular basis.

(b) The individual reaching this status will be paid at the first step of the salary schedule and will be covered by the provisions of the contract as stated in 1.1.1.

2. Temporary employees are covered by the terms of the collective bargaining agreement except as noted below:

2.1 Sections not applicable to temporary employees:

Article VI	Seniority
Article VIII	Vacancies, Promotions & Transfers
Article IX	Reduction in Force

2.1.1 A temporary employee shall be defined as:

- (a) An individual hired to fill a position of a regular employee not on pay status, but on extended leave with a commitment to return to the position; or
- (b) One who has been hired to a position with an expected duration of one (1) school year or less, i.e., grant funded, overload. Postings for temporary positions will be clearly identified as such.

2.1.2 If the need for the temporary position ends during the school year, the temporary employee will be given two weeks' notice of termination.

2.1.3 All temporary positions will be terminated at the end of the school year.

2.1.4 If the need for filling the position continues, it will be posted as a permanent position for the following school year.

ARTICLE II - ASSOCIATION MEMBERSHIP

A. All employees working under this Agreement on its effective date who are then members of the sole and exclusive bargaining unit, Chimacum Independent Association (CIA) and all employees who become members of the Association/Washington Education Association (WEA)/National Education Association (NEA).

All employees who become members of the Association during their employment by the District, shall remain members in good standing for the life of the agreement.

Employees hired on or after the effective date, may not be required to join the Association as a condition of employment.

B. The requirement to join and remain a member in good standing shall be satisfied by the payment of regular fees and dues uniformly applied to other members of the Association for the class of membership appropriate to employment in the bargaining unit.

C. The District agrees to provide the Association, the name, home address, telephone number, work email, work location, department, and job title of each bargaining unit member at least annually, and when requested by the Association. The District will submit the same information whenever a new bargaining unit member is hired into the district throughout the year within five (5) working days of board approval to hire.

D. Presenting information about the exclusive bargaining representative—Access to new employees. (RCW: 41.56.037)

(1) (a) The District must provide the exclusive bargaining representative 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 presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the employer and the exclusive bargaining representative.

(b) No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative.

(c) "Reasonable access" for the purposes of this section means:

- (i) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit;
- (ii) The access is for no less than thirty minutes; and
- (iii) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the employer and the exclusive bargaining representative.

(2) Nothing in this section prohibits an employer from agreeing to longer or more frequent new employee access, but in no case may an employer agree to less access than required by this section.

- E. The Association has the right to represent bargaining unit members on any employment-related matter.
- F. Fees, assessments, and political contributions, which are all annual obligations to the Association” for employees. The annual amount will be deducted in equal amounts on each employee’s monthly pay warrant as documented in the employee’s completed association membership form. Association deductions shall be made without cost to the employee or Association.
- G. The transmittal of all dues and fees will occur within five (5) working days after the deduction is made and each transmittal will include the name of each employee for whom the deduction was made, and the amount deducted from each employee’s pay.
- H. Employees who wish not to join the association will notify the Washington Education Association in writing. Washington Education Association will notify the District in writing of any revocation of Association dues in a timely manner. The District will notify the Union prior to stopping payroll deduction of dues.
- I. Hold Harmless Language
Nothing in this article shall render the District liable for payment of any dues or fees to the Association. The association agrees to indemnify and hold harmless the district for any claims or challenges associated with this article and will be responsible for any legal fees associated with defending this article.
- J. Contract Distribution
 - 1. Following board approval, the district will, within 30 days, provide an electronic copy of this agreement to the union.
 - 2. Paper copies of the agreement will be provided by the District upon request.
 - 3. The agreement will be posted on the district’s website.

ARTICLE III - MANAGEMENT RIGHTS

It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the District. Included in these rights, in accordance and subject to applicable laws, regulations and the provisions of this Agreement, is the right to direct the workforce, the right to hire, promote, retain, evaluate, transfer and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees for just cause; and the right to release employees from duties because of lack of work, lack of funds or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the bargaining unit are to be conducted.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures, and practices

and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement as well as the obligations imposed by District Policies and Procedures and Washington State Law.

It is recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss, consult, or negotiate regarding matters concerning wages, hours, benefits, working conditions and grievance procedures.

ARTICLE III - WORKING CONDITIONS

- A. All time worked over forty (40) hours within one (1) week or eight (8) hours within (1) day shall be paid at a rate of time and one-half.
- B. A day's work shall be completed within eight- and one-half hours inclusive of a thirty (30) minute lunch period. Each employee shall be entitled to a fifteen (15) minute rest break during any shift of three hours thirty minutes (3.5) or longer; or two (2) fifteen (15) minute rest breaks during a workday of seven (7) hours or more. The building administrator and/or supervisor schedule the breaks to minimize disruption to the instructional program.
- C. Neither the District nor the Association shall discriminate against any employee because of sex, race, creed, religion, color, age, national origin, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability nor because of membership or non-membership in the Association or any other protected class as defined by Federal State or local government authorities.
- D. Any individual employment agreement between the District and an employee shall be consistent with this agreement.
- E. Employees asked to work a higher wage classification shall receive the higher rate of pay at Step 1.
- F. When an employee is authorized to use his/her own transportation in service for the District, they will be reimbursed at the mileage rate per board policy.
- G. If the workload, including daily schedules, exceeds levels believed to be reasonable by the employee, the following steps will be taken:
 - 1. Employee meets with immediate supervisor to see if a resolution can be found.
 - 2. Employee contacts association to set-up a meeting to discuss possible resolution.
 - 3. If no resolution can be found, the employee, immediate supervisor, administrator, and association shall meet to discuss possible resolutions.
 - 4. If remedies are found they will be monitored, implemented, and evaluated within thirty (30) working days by the employee, immediate supervisor, administrator, and association.
- H. Regular employees shall be given the opportunity to work any occasional additional hours within their department, by seniority, prior to hiring someone not on staff, provided:
 - 1. The employee is qualified to do the work;
 - 2. No conflict exists with the employee's regular schedule; and

3. The District is not required to pay premium rates.

- I. The District shall present any initial student calendar proposal to the Association and within the framework of its negotiations with the Chimacum Education Association, invite the Association's (CIA) review and suggestions.
- J. Any member who is involved in the administration of medication or medical equipment, lifting of students, or lifting of heavy school equipment shall be provided training on safety/liability issues prior to performing such work and subsequent training as determined by the supervisor after consultation with affected staff.
- K. The district shall pay all fees and time in attendance, at the employee's rate of pay, for training when the training is required by the immediate supervisor.
- L. No employee shall toilet, diaper or clothe a student without another employee being present.
- M. The District will make every effort to minimize the amount of time an employee will be required to drive a student without having another employee present. The District will consult the Association on a case-by-case basis to consider alternatives.
- N. Paraeducators with the appropriate qualifications and endorsements shall not be used as substitutes for certificated employees except in emergency situations. Paras will not be assigned to sub in a manner that interferes with a student's legally protected right to instructional minutes and other supports as dictated by their Individual Education Plan (IEP)
- O. Paraeducators are not responsible to provide curriculum or lesson plans for student instruction.
- P. **Building Instructional Leadership Team (BILT)**

The District and Association agree to work together to assist buildings in learning how to build a framework for making decisions which appropriately meets the educational needs of our students.

Site-based decision-making is directly linked to collaborative participation between building management and the employees making decisions affecting the work environment.

- 1. The freedom to make building-based decisions must be connected to student learning. This will be articulated in the building philosophy, goals, and priorities.
- 2. The ability to make effective building-based decisions must be based upon accurate information regarding expectations, responsibility, and resources. Resources include staffing time, space, and budget allocations.
- 3. Staff have input into master scheduling and professional development/in-service-decisions. However, administration reserves the right to have the final decision in staff assignments and master schedule.
- 4. Parents, community members, students and faculty are vested stake holders and may be included as contributors to the team building and decision-making process.
- 5. Will continue to explore, mutually design, and support professional growth and opportunities for all staff, either on a district-wide or building initiated basis.
- 6. Will prepare a description of their plan each year to further staff development activities which will enhance student learning.

7. One (1) participant from each building will be selected to participate on the BILT. It is anticipated that members will also participate in staff meetings.
8. Members will submit a timesheet monthly for performing these duties.
9. Meetings will occur twice monthly for 1.5 hours; additional ADHOC meetings may be scheduled as needed by agreement of the parties.

Selection Process

1. Employees shall have five (5) working days (ten (10) days from the date of mailing in the summer months) from the time of posting of notice to make application for a position which shall not be permanently filled during that time.
2. Applicants shall be considered according to building seniority, and ability to do the work.

Q. Professional Development

1. Effective with the 2022-23 school year, the District shall allocate \$100 for each employee to support the employee's efforts towards meeting professional goal(s). These goals could include FCS certification fees, clock hours, etc. Employees who spent out of pocket on clock hours and/or certification during the 2021-22 school year shall be reimbursed up to \$100 expenses.
2. The Building Instructional Leadership Team (BILT) in each building shall review all requests for funds and communicate to the district a list of proposals which have approval.
3. All expenditures of professional development funds will be made through standard District procedures.
4. Each employee's professional development funds will be tracked at the building level.
5. For the life of the 2022-24 contract, all employees in the bargaining unit will be offered two additional six-hour days for professional development to enhance and strengthen professional skills required to assist in student instruction and further district initiatives.
6. By October 1, of each year, all employees in the bargaining unit will meet with their administrator to discuss professional development growth plans for the year and come to a mutual agreement for their training, to ensure that the requested professional development meets the needs of the Employee and the District.
7. All time worked on weekends and/or holidays will be paid at the employee's regular hourly rate of pay. Overtime rules will not apply.
8. The District and CIA agree to meet yearly to review and assess the professional development program and the participation of the members.

ARTICLE IV - EMPLOYEE DISCIPLINE: DUE PROCESS

Non-Oral Discipline

- A. No employee shall be disciplined or adversely affected without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

- B. An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation in writing under this provision of the Agreement prior to the action being taken.
- C. An employee who has completed a probationary period of ninety (90) days may be disciplined and/or discharged only with just cause. The District has sole discretion in the determination to discharge or discipline an employee on probationary status.
1. Except in cases of gross misconduct, the district shall follow progressive discipline. Progressive discipline is a systematic approach to correct unwanted behavior and deter its occurrence by administering disciplinary actions and training or support based upon various factors, including but not limited to:
 - a) the seriousness of the misconduct;
 - b) the number of times it has occurred;
 - c) prior acts of misconduct;
 - d) the attitude and cooperation of the employee;
 - e) the employee's work history; and
 - f) the totality of the circumstances.
 2. Prior to the administration of discipline, the district will attempt to address concerns through non-disciplinary measures including but not limited to:
 - a) informal conversation and counseling;
 - b) professional development for staff; and
 - c) letters of direction.
 3. The steps of progressive discipline shall be as follows:
 - a) Letter(s) of reprimand
 - b) Suspension without pay
 - c) Discharge
 - d) Nothing in this section shall be interpreted to interfere with or negate the rights of the employee to statutory due process procedures as outlined in state law or such rights established by the District board policies.
- D. Any complaint made against an employee by a parent, student or other person will be called to the attention of the employee within five (5) days of the receipt of said complaint. Timelines may be extended by up to five (5) additional days by mutual agreement of the union president and an administrator. Timelines may be extended for the following reasons: Illness or absence of the union president or administrator or the employee. The union president must first confer with at least one other executive board member. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee. No such complaint may be used against an employee for any purpose whatsoever unless the employee has signed a written record indicating he/she received notice of the complaint.
- E. Any criticism of any employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of students, parents of students, other employees, or at public gatherings. All critiques made shall be confidential.

- F. No disciplinary action more than one (1) year old shall be applied toward future disciplinary actions unless the same offense was committed during the previous two years.
- G. In accordance with RCW 28A.400.301, the district will not suppress information about sexual, verbal or physical misconduct.

ARTICLE V – LEAVES

Illness, Injury and Personal Leave

A. Illness Leave

Each employee shall be granted one-day illness, injury or emergency leave based on contracted daily hours for each month worked.

Employees that work two (200) hundred days a year, not including holidays, and work at least ten (10) days in August, will be granted one additional day of illness, injury or emergency leave. This does not include additional time paid from timesheet.

1. Leave shall be vested when earned and may accumulate to the number of hours in the employee's work year.
2. The District shall project the number of annual days of leave at the beginning of the school year and the employee shall be entitled to use the projected number of days at the beginning of that school year.
3. Such leave shall accumulate from year to year and may be cashed in according to the provisions of State law as now or hereafter may be amended.
4. An employee's accumulated sick leave allowance may be used when an employee's child, or household member, has a health condition that requires medical treatment or supervision by the employee.
5. Employees may use accrued sick leave or other accrued leave, at the employee's choice, to care for an employee's child, spouse, registered domestic partner, parent, parent-in-law, grandparent or individual under the primary care of the employee who has a serious health condition or an emergency condition.
6. The employee shall notify his/her supervisor as soon as possible and no later than one (1) hour prior to his/her starting time, of their inability to work.
7. Such leave may be used for doctor and dentist appointments when such appointments must be scheduled during the workday.
8. **On the Job Injury and Leave (L&I)**

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

1. Choose unpaid leave thus receiving only his/her entitled temporary total disability (TTD) benefit payment from the District's industrial insurance; or
2. Elect to use a full day of accumulated leave (sick annual, or other similar benefit) in addition to their entitled TTD benefits; or
3. Elect to use a proportionate share of accumulated leave to make up the difference between their workers' compensation payments and the employee's regular pay at the time of injury.

B. Assault Leave

If sick leave is taken, due to an assault by a student on an employee, during the normal work duty, then the first three days of leave will not be charged to the employee's sick leave balance.

C. Personal Leave

1. Three (3) days of personal leave shall be provided for attending to personal or business matters that cannot reasonably be accomplished at times other than during the workday.
2. Personal leave may be used in hourly increments and mutually agreeable between employee and evaluator.
3. Personal leave may be taken during the first five (5) student days of the school year only under exceptional circumstances. The reason for the leave requested during these times must be stated and administrative approval is required in advance.
4. Employees shall, whenever possible, give notice to the supervisor of his/her intention to exercise personal leave within (5) days of anticipated leave.
5. Unused personal leave may be accumulated up to a total of five (5) days. Not more than five (5) days can be used in one school year.
6. In the event a member accumulates more than five (5) days of personal leave, excess days will be converted to sick leave at the end of the school year.
7. Personal leave shall not be charged to sick leave.

D. Leave for Family Illness and Bereavement

Each employee shall be entitled to a maximum of five (5) days leave with pay per school year for absence caused by death or critical illness of any employee's child, spouse, registered domestic partner, parent, sibling, parent-in-law, son or daughter-in-law, brother or sister-in-law, grandchild, grandparent or grandparent-in-law, or any other relative living in employee's home.

1. An employee who has necessarily exhausted such leave during the school year, may make application for additional leave occasioned by death or the additional critical illness of a relative described herein and such leave shall not be unreasonably withheld; provided, however, that leave shall not extend for more than an additional three (3) days.
2. Such bereavement leave shall not be deducted from the illness, injury or emergency leave bank or any other leave bank.
3. Bereavement leave shall be non-cumulative.
4. Employees may use accrued sick or personal leave, at the employee's choice for leave that is not covered under bereavement leave:
 - a. Up to two days (2) for the death of the employee's niece, nephew, aunt, or uncle.
 - b. Up to one day (1) for the death of an employee's non-family member.

E. Disability Due to Pregnancy and Child Care Leave

Any employee anticipating the need for leave due to disability caused by pregnancy shall submit a request in writing to the Superintendent not later than one (1) month prior to the beginning of the anticipated leave. The written request shall include the following:

1. A physician's written statement indicating the date when the employee will be unable to work for medical reasons and the anticipated date when the employee will be able to return to work.
2. A statement regarding the number of sick leave days to be used for such leave.

F. Family and Medical Leave

Federal Family Medical Leave Act (FMLA)

The District is required to follow the Federal Family Medical Leave Act (FMLA). (Refer to School Board Policy 5404: Family Leave for additional information.)

State Paid Family Medical Leave Act (PFMLA)

Starting on September 1, 2019, a total premium of 0.4 percent up to the social security cap will be assessed to each employee. The employee is responsible for up to 63% of the premium.

Benefits start January 1, 2020, as defined by Washington Employment Security Department.

G. Long Term Services and Supports

Starting July 1, 2023, Chimaquum School District will deduct from employee wages the required premium of fifty-eight hundredths of one percent of the individual's wages as required by the law and administered by Washington State employment security department.

H. Judicial Leave

In the event an employee is summoned to serve as a juror, or to appear as a witness in court for the District, or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court; provided, however, that any compensation shall not exceed the employee's normal daily pay less bona fide expenses. In the event that an employee is party in a court action, such employee may request a leave of absence.

I. Leave of Absence

1. Upon recommendation through administrative channels to the Superintendent, and upon approval by the Board of Directors, an employee may be granted an extended leave of absence for a period not to exceed one (1) year.
2. The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave of absence was approved, providing a written notice of intent to return has been received by the District prior to February 1 of the calendar year in which the employee desires to return.
3. The employee will retain accrued sick leave and seniority rights while on leave of absence. However, vacation credits, sick leave and holiday credits shall not accrue while the employee is on leave of absence. The employee shall be entitled to maintain participation in the District group insurance programs at his/her own expense.

J. Association Leave

The District shall grant up to twenty (20) days leave with pay to the Association for employees to conduct Association business. The Association shall reimburse the District the cost of the substitute for each day of leave used.

K. Holidays

1. Employees will be paid for those holidays listed below which occur between their first day of work and their last day of work.

Labor Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Day Before Christmas

Christmas Day

Day After Christmas

New Year's Day

Martin Luther King's Birthday

Presidents' Day

Memorial Day

Juneteenth

2. Employees may use a sick day or personal day the day before or the day after a holiday. A sick day or personal day taken before or after a holiday is considered a workday.

L. Sick Leave Sharing

The District is required to follow RCW 28A.41.04.650 through .655 and the relevant regulations of Chapter 392-126 WAC.

Sick leave sharing is implemented through School Board Policy 5406 and related procedures located on the District's website. In addition, copies may be obtained from the district office.

ARTICLE VI – EVALUATION

- A. All employees new to the District will be formally evaluated by the designated administrator after the first ninety (90) work days of employment and a second time after the one hundred eighty (180) days probationary period.
- B. Each employee shall be evaluated annually by June 1 by the designated administrator with input from such other staff as the administrator deems appropriate.
- C. Each evaluation will concern an employee's work performance focusing on strengths and weaknesses with specific suggestions for improvement where appropriate.
- D. The employee will receive a preliminary written evaluation twenty-four (24) hours before the scheduled evaluation conference. The designated administrator, and the employee shall meet to discuss the contents and finalize the annual evaluation. Upon request of either party, the immediate supervisor can be included in the annual evaluation conference.
- E. Upon the completion of the conference, the designated administrator, immediate supervisor, and the employee shall sign and date the evaluation. The signature of the employee indicates that the employee has seen the evaluation and does not indicate that an employee agrees with the content.
- F. The employee shall have the right to attach a written explanation to the annual evaluation which shall be permanently attached, provided such written explanation is given to the designated administrator for attachment within ten (10) working days of the evaluation conference.
- G. The designated administrator shall be the superintendent, principal, vice principal or program director or exempt staff. No classified employee shall be evaluated by a certificated staff member. Each member will be notified who their evaluator will be no later than September 30th.
- H. A copy of the written evaluation will be placed in the employee's personnel file and a copy will be given to the employee.

- I. In the event an employee is given an unsatisfactory evaluation that may ultimately lead to dismissal, the employee will be given an agreed upon amount of time to implement the plan of assistance.
- J. The District will provide a specific plan of assistance. Such plan shall be written in narrative form and shall include:
 - 1. strengths of the employee;
 - 2. weaknesses of the employee;
 - 3. specific suggestions as to measures the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated; and
 - 4. both the employee and the administrator will sign the plan.
- K. The employee will be reevaluated in writing within thirty (30) working days.

ARTICLE VII –PERSONNEL FILE

- A. Employees or former employees will, upon request, have the right to inspect all contents of their personnel file kept within the District. The employee will receive a photocopy of materials in the personnel file upon written request. Nothing may be added or removed from the personnel file by the employee.
- B. Employees shall receive a copy and have the right to respond to all derogatory material placed in their personnel file.
- C. Any evaluative concerns, complaints or derogatory materials placed in a working file maintained at the worksite, must be signed by the employee before placement.
- D. An employee may petition the Superintendent for the removal of derogatory material however, any removal of material is left to the sole discretion of the Superintendent and is not subject to the grievance process.

ARTICLE VIII - SENIORITY

Seniority in this agreement is defined as length of service from the last date of hire. The District shall maintain a unit wide seniority list for employees within the bargaining unit, including: name, date of hire and current classification. The initial list to be provided upon execution of this agreement. Additional updates will be provided upon Association request.

ARTICLE IX - PROBATIONARY PERIOD

- A. All new employees will be on probationary status for a period of one hundred eighty (180) days. If his/her work performance is unsatisfactory during this period, the District shall have the right to terminate the employee upon two (2) weeks' notice.
- B. The discipline or discharge of all non-probationary employees shall be for sufficient cause.
- C. Employees who are the subject of a formal disciplinary proceeding (i.e., other than an oral reprimand) shall have the right to have an Association representative present at any meeting between the employee and the immediate supervisor during which the proposed disciplinary action is discussed.

ARTICLE X - VACANCIES, PROMOTIONS, TRANSFERS & ASSIGNMENTS

- A. When a vacancy occurs or a new position is created, the vacancy shall be posted on the district office bulletin board and a copy emailed to the Association members.
- B. During the summer, the process will remain the same. Job postings may be sent by US Mail if requested in writing by employee.
- C. When a vacancy occurs, or a new position is created, it will be posted within thirty (30) days and hired in a timely manner.
- D. Procedures for in-district personnel openings are as follows:
 - 1. An opening is posted in-house for five (5) working days.
 - 1.1. In-house means a position open only to present employees in that bargaining unit.
 - 1.2. Employee submits a letter of interest via online application for the position posted to District Office.
 - 1.3. Substitute and temporary employees are not in-house.
 - 1.4. No outside applicants are considered during this five (5) day posting and no advertising for the specific posted position occurs.
 - 2. If there are in-house applicants, the following occurs:
 - 2.1. All in-house applicants will be considered for an interview.
 - 2.2. If an in-house person does not receive the position, a written rationale will be provided to them upon written request.
 - 2.3. No outside applicants are interviewed during this time.
 - 2.4. Upon request of the Association president, a list of in-house applicants for a specific position will be provided.
 - 3. If an in-house employee takes a non-continuing position, then his/her position is posted with the same contingency.
 - 4. If an in-house employee takes a non-continuing position, at the end of its duration, the position is terminated. Then, the employee may return to his/her previous position.
 - 5. If a position is contingent on a specified duration or other factors during the school year and a decision is made to reopen the position for the following school year, it (the position) will be reposted.
 - 6. If a position ends before the end of the school year, the employee released can be rehired if a need for that position resurfaces.
- E. Procedures for in-district personnel summer openings are as follows:

1. Employees shall have five (5) working days (ten (10) days from the date of mailing in the summer months) from the time of posting of notice to make application for a position which shall not be permanently filled during that time.
 2. Applicants shall be considered according to seniority, and ability to do the work.
- F. Employees transferred or promoted to a new position will be given fifteen (15) workdays' trial experience. If the results are not satisfactory, the employee or the district may determine that the employee shall be entitled to return to his/her former position or one of equal rank. The District may fill the employee's former position during the trial period with a substitute.
- G. During the scheduling process, the District will seek CIA input from the Union President and members that may have significant schedule changes. Before the assignments go public, the District and Union will meet to review options, concerns, seniority, and reasons for changes. The District will make every effort to meet the needs of the membership while balancing the needs of the students, programs and district.
1. Prior to the finalization of the schedule for the following school year, the Union will have five (5) days to make recommendations to the District regarding scheduling changes based upon employee input. Changes will be made upon request when hours and schedule can be adjusted with minimal impact. Supervisors will make every effort to accommodate the recommended changes.
 2. In the event more than one employee meets the requirements, seniority will be the deciding factor.
 3. Upon request, the District will provide the reasoning behind the new schedule in writing to the member.
 4. Any training needed for an assignment change will be completed before the change is effective.
 5. No employee shall suffer a reduction of pay as a result of a change in assignment.
- H. Posting a position versus adding additional hours:
1. Any ongoing time of two hours or more, will be posted following the regular hiring procedure.
 2. An ongoing position of less than two (2) hours is a decision of the school or department based on the following:
 - 2.1 If the hours are needed for continuity with a student or in a program requiring special training, the supervisor can offer the hours to the available person(s) already with that position or in the department or area, i.e., library, school office, Title I, special education, food service, etc.
 - 2.2 If more than one person is in the same position, department, food service category to which time will be added, then seniority determines who is offered the additional time.
 - 2.3 Supervisors are encouraged to confer with the department or group of affected employees as to the various options for dispersing or adding the hours before making a final decision.
- I. The District shall make available to the employee's job descriptions which have been prepared or which have been amended.

ARTICLE XI - REDUCTION IN FORCE

- A. In the event of a reduction in force, seniority within the general job classification and ability to perform the duties of the position shall be considered equally in determining the order of layoff.
- B. General job classifications shall be: Administrative Assistant, Paraeducator, Food Service.
- C. Determination of ability to perform the duties of a position shall be made by the District according to annual evaluations and additional information which is part of the employee's personnel record. Such judgment shall be reasonably applied by the District.
- D. An employee who is terminated by a reduction in force shall be entitled to "bump" an employee within a general job classification provided the employee has greater seniority within that classification from earlier experience and is otherwise equally able to perform the duties of the position and has in the last two (2) consecutive yearly evaluations had a satisfactory rating.
- E. Employees to be laid off shall receive advance written notice of no less than twenty-one (21) calendar days.
- F. The Association shall be presented with a layoff list no less than thirty (30) calendar days prior to the employee layoffs.
- G. An employee who is terminated by a reduction in force shall be placed in an employment pool and rehired as positions become available by application of the same criteria set forth above (i.e. seniority, ability to perform the duties of the position).
 - 1. An employee in the pool shall retain preferential rehire rights over an employment candidate not in the pool for two (2) years provided:
 - 1.1 Employee provides the District with a current address, phone number and email address;
 - 1.2 Employee makes application for the first available vacant position within five (5) days of notice of the vacancy during the school year and ten (10) days' notice during the summer.
 - 2. Notice shall be in person, by telephone, email, or US mail.
 - 3. An employee who is rehired by the District within twenty-four (24) months shall retain accumulated leave and seniority.
- H. An employee on approved leave of absence shall be considered for layoff in the same manner as if presently employed.

ARTICLE XII – INSURANCE

SEBB: State Employee Benefit Board

School districts are required to provide Medical Insurance coverage to employees through Washington State Health Care Authority (HCA), School Employee Benefit Board (SEBB) starting January 1, 2020.

District and employees will comply with the SEBB requirements as set out in state law and HCA rules and regulations, these include but are not limited to the following:

- 1. Eligible employees for medical coverage as defined by HCA.
- 2. Plan offerings, premiums, rates and employee contributions are all determined by HCA.

3. District payments for employer contributions are determined by HCA.

ARTICLE XIII - GRIEVANCE PROCEDURE

The purpose of this article is to provide for a mutually acceptable method for prompt and equitable settlement of employee grievances. It shall not, however, be construed to prohibit an employee and supervisor from informally attempting to resolve differences regarding the interpretation of this Agreement or any other differences without resorting to formal grievance.

Definitions: A grievance is a claim by an employee and/or the Association that the express terms of this Agreement have been violated by the District.

Procedure: An employee may institute a grievance on his/her own and may request the assistance of the Association. The proper procedure for pursuing adjudication of alleged grievances is as follows:

Step One Within twenty (20) calendar days of the time a grievance arises or the time when the grievant should reasonably have had first knowledge of its occurrence, the grievant will commit the grievance to writing (see Appendix D) and deliver to the building principal or appropriate immediate supervisor.

The written statement should include:

1. the nature of the grievance;
2. the section(s) that have allegedly been misinterpreted or misapplied; and
3. the recommended solution to the grievance.

A copy of the Grievance Review Request form shall also be sent to the Superintendent.

Within fourteen (14) calendar days after receipt of the written grievance, the immediate supervisor shall communicate his/her written response to the grievance and the Association, if the grievant has requested the assistance of the Association.

Step Two If the grievant is not satisfied with the resolution of Step One, he/she may, within fourteen (14) calendar days after receipt of the written response in Step One, submit the grievance to the Superintendent.

Within fourteen (14) calendar days after receipt of the grievance, the Superintendent or his/her designee shall communicate a written response to the grievant and the Association if the grievant has requested assistance of the Association.

Step Three If the grievance is not satisfactorily resolved at Step Two the grievant or the Association may, within fourteen (14) calendar days after receipt of the written response of the Superintendent, submit the grievance to the Board of Directors which shall hear the grievance at its next regular meeting, in executive session if requested by the grievant, and within seven (7) days thereafter communicate a written response to the grievant or the Association.

Step Four If the grievance is not satisfactorily resolved at Step Three, the grievant or the Association may, within fourteen (14) calendar days after receipt of the written response from Step Three, submit the grievance to the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines:

1. The arbitrator shall limit his/her decision strictly to disputes involving the application or interpretation of the express terms of this agreement.

2. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this agreement. Neither shall the arbitrator have any power or authority to make a decision which requires the commission of an act prohibited by law.
3. The arbitrator's decision shall be final and binding on the Union, the employee(s) involved and the District.
4. The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witnesses called by the other.

Time Limits

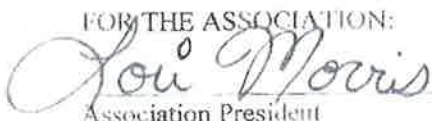
The number of days within each step is the maximum and every effort shall be made to expedite the process. Failure on the part of the District to act within the time limits will move the grievance to the next step automatically. Failure of the grievant or the Association to comply with any time limits specified in this procedure shall constitute withdrawal of the grievance. The District and the Association may mutually agree in writing to extend the time limits at any one of the steps.

ARTICLE XIV - SAVINGS

It is the intention of the parties to comply with all applicable provisions of State and Federal law and they believe that each and every part of this agreement is lawful. All provisions of this agreement shall be complied with unless any such provision shall be declared unlawful, invalid or inoperable by court of competent jurisdiction or the State Attorney General. In such event, either party may request renegotiation of such invalid provisions for the purpose of arriving at an adequate and lawful replacement.

ARTICLE XVI - DURATION AND REOPENER

- A. This agreement shall be effective September 1, 2022, and shall remain in full force and effect until August 31, 2024.
- B. The President or designee and the Superintendent and a reasonable number of other persons if desired, shall meet monthly during the school year to discuss concerns, practices, or emerging issues and to review administration of this agreement.
- C. This agreement shall be reopened annually to negotiate:
 1. Wages and benefits.
 2. The District and the Association agreed that if the legislature reduces the district's levy authority or changes how levy funds may be spent, the District and the Association agree to meet and negotiate impacts by the legislative change. Nothing bargained may violate compensation limitations improved by stated law or subject the District to a state funding penalty.
 3. One other re-opener issue each from the Association and the District.

FOR THE ASSOCIATION:

 Association President

11-14-2022
 Date

FOR THE DISTRICT:

 Superintendent and Secretary to the
 Board of Directors

Date

11/14/22

CHIMACUM INDEPDENTENT ASSOCIATION (CIA) COMPENSATION 2022-23

Appendix A

2022-23 (Effective September 1)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 15
Administrative Assistant	23.81	24.30	24.53	24.76	25.05	25.79	26.44
Paraeducator	19.20	19.92	20.10	20.30	20.51	21.33	21.88
Head Cook	19.84	21.16	21.36	21.57	21.80	22.63	23.18
Cook/Baker	19.50	20.19	20.38	20.60	20.81	21.65	22.20
Head Cashier	19.50	20.19	20.38	20.60	20.81	21.65	22.20
Food Service Assistant	18.57	19.29	19.46	19.66	19.88	20.67	21.22
Advanced Degree Incentive	.25						
Sub: Admin Assistant*	19.76	<83%>					
Sub: All Other*	15.94	<83%>					

- Advanced Degree Incentive**
 Members that have an AA degree, BA degree, or Advanced Paraeducator Certificate, will earn an additional .25 per hour. Documentation must be provided to Human Resources by September 15th of each school year to meet the requirements of the additional pay.
- Substitute Pay**
 - After 30 cumulative days, in a 12-month period, on the 31st day, the rate of pay shall be increased to the beginning wage level on the salary schedule for that position.
 - After 20 consecutive days, on the 21st day, the rate of pay shall be increased to the beginning wage level on the salary schedule for that position.
- 2023-24 minimum of 2% in 2023-24 based upon current projected IPD. If state funding is greater than 2%, then the actual IPD will be used for wage increase up to a maximum of 4%. If the maximum increase is greater than 4%, then the parties will reopen to bargain wages only. Should the state reduce or increase regionalization then either party may reopen the contract to bargain wages only.
- Payment shall be made by the District in twelve (12) equal monthly installments.
- Increment Advancement**
 - For purposes of determining increment advancement, an employee shall be determined to have earned a year's experience if the employee was employed by the District on or before November 1 in any school year and continued regular employment for the remainder of the school year. An employee who has been granted leave for longer than thirty (30) days shall be considered to have been regularly employed for that year. Increment advances shall only be granted on the first day of each school year.
 - Employees hired on or after September 4, 2020 shall be determined to have earned a year's experience upon the anniversary of their date of hire. (MOU dated December 18, 2020)
- As of August 31, 2013 employee's placement on the professional growth scale and the ability to earn professional growth hours and wages were frozen. All monies earned prior to August 31, 2013 in Professional Growth continue to be applied to each grandfathered employee's hourly wage for the duration of that employee's employment with the District.

Consistently keeps work organized; sets appropriate priorities to carry out duties effectively and efficiently					
Has the ability to analyze situations and make appropriate decisions;					
Effectively uses software programs that are appropriate and necessary for position and stays current with technology applications to enhance efficiency					
Works cooperatively with others					
Accepts direction, instruction, and correction in a positive manner					
Demonstrates self-motivation					
Comments/Goals					
COMMUNICATION/TEAMWORK	Meets Expectations with Excellence	Meets Expectations	Area for Growth	Does Not Meet Expectations	N/A
Expresses concerns and requests support in a timely manner to the appropriate level					
Consistently keeps work organized; sets appropriate priorities to carry out duties effectively and efficiently					
Uses appropriate problem solving and communication skills to work as an effective member of the instructional/building team					
Uses tact and diplomacy in daily interactions with staff, students, parents, and patrons of the school district					
Comments/Goals					
ATTENDANCE/PUNCTUALITY	Meets Expectations with Excellence	Meets Expectations	Area for Growth	Does Not Meet Expectations	N/A
Regular attendance supports consistency in the work environment					
Timely notice is given when absence is anticipated, and proper procedures are followed					
Arrives prepared to work at designated start time; works full shift; leaves at designated time					
Comments/Goals					
PROFESSIONALISM	Meets Expectations with Excellence	Meets Expectations	Area for Growth	Does Not Meet Expectations	N/A
Maintains confidentiality, regarding student, staff, and school issues, at all times, both at work and after work hours					
Understands/follows district policies and procedures and practices established within the building					
Remains up to date on district policies and procedures					
Supports goals of the district; supports building specific goals					
Maintains professional dress and appearance					
Seeks professional growth opportunities as it pertains to job assignment					
Attends and actively participates at requested meetings and trainings					
Acts as a positive role model					
Demonstrates ability to work under pressure and manage stress					
Comments/Goals					

OVERALL PERFORMANCE			
GOAL AREAS FOR NEXT YEAR			
	Meets expectations with excellence overall		Achieved excellence in multiple categories; modeled superior performance
	Meets expectations		Satisfied job requirements: expectations have been met or exceeded
	Area for Growth		Based on job description requirements and expectations, identify specific areas that need improvement. (assistance/improvement plan attached)
	Does not meet expectations		Employee has not met expectations and needs substantial improvement. (assistance/improvement plan attached)

EVALUATOR COMMENTS

Evaluator Signature	Employee Position	Date
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EMPLOYEE COMMENTS
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Employee Signature	Employee Position	Date
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Intent during bargain: Administrator meets with classified staff at beginning of year to go over daily schedule and evaluation goals for the year; check in at 6 months.

FORMAL STATEMENT OF GRIEVANCE**Step One/Two**

Type or Print

Grievant(s):	Date of Formal Presentation:
School:	Phone:
Immediate Supervisor:	
Date(s) Alleged Violation Occurred:	
Facts giving rise to the grievance:	
Provision(s) of the agreement alleged to be violated:	
Remedy (specific relief) requested:	
Signature of Grievant	Date
Signature of Association Representative	Date
Signature of Immediate Supervisor	Date

Distribution: Immediate Supervisor; Association Representative; Superintendent; Grievant(s)

PROFESSIONAL DEVELOPMENT 2022-23			
Orientation Aug 23-24	New Staff Orientation 23 rd – All Staff 24 th – Cert Staff	TPEP Training; Technology; Skyward; 6 Classroom; PBIS; Frontline Absence System; BEST Mentor Training (Invite Union Presidents for 1 Hour Lunch)	New Staff 2020-2022
August 29	Food Service Staff	Food Service – Kitchen Set Up 181-day staff	All classified Staff are required to attend these trainings. Paraeducators and food service staff will not work on conference days Oct 27-28 and March 17 Bus Drivers will not work on Oct 28 and March 17. Drivers will attend training on Oct 27 to review chain procedures for bus tires.
August 30	Kick Off Training 2 hours district/department/training	Building: Discipline, PBIS District: ALICE; Suicide Prevention (counselors) Training: Statutory Requirements – Safety; CPS Reporting; McKinney Vento; HIB; Epi Pens; Allergies; Narcan; Asthma; Safe Schools; District Policies; Bloodborne Pathogen	
August 31	Staff Meeting / Self-Directed 2 hours staff meeting 4 hours self-directed	Paraeducator – FCS Work Food Service – Job Specific Training Custodial/Grounds/Maintenance – Job Specific Bus Drivers – Job Specific Training	
September 1	1 hour staff meeting 3-hour staff directed 2.5-hour Open House (ALL Staff)	Paraeducator – FCS Work Food Service – Job Specific Training Custodial/Grounds/Maintenance – Job Specific Bus Drivers – Job Specific Training	

EARLY RELEASE – WEDNESDAYS (1 hour early release)		
September 14	Teacher Directed	Remaining Wednesdays will focus on Professional Learning Community; MTSS; PBL; SEL One Wednesday each month is self-directed CIA members will stay for the remainder of their regularly scheduled day or may stay through trainings or Wellness Wednesdays on their own time
September 21	Discipline / PBIS	
September 28	PLC Review Structure	
October 5	TECH: Choose Your Own Adventure	

EARLY RELEASE – WEDNESDAY/THURSDAY (1/2 DAYS)		
October 12	Tech (CYA); Equity; ELL; Place Based Learning; Social Emotional Learning CS; Second Step	Paraeducators may attend building training during these days and submit a timesheet for additional hours or stay for the remainder of their regularly scheduled day Scheduled trainings for Administrative Assistants (tech, medical etc.) Offices will be closed
October 13		
March 8	Place Based Learning; Equity	
March 9		

EARLY RELEASE		
November 23	1/2 Day Early Release – Thanksgiving	FCS / Online Training
May 19	1/2 Day Early Release – Rhody Fest	FCS / Online Training
June 16	1/2 Day Early Release – Last Day	FCS / Online Training

- NOTE: Training Content Subject to Change

