

**AGREEMENT**

**BETWEEN**

**PORT ANGELES EDUCATIONAL OFFICE PROFESSIONALS**

**AND**

**PORT ANGELES SCHOOL DISTRICT NO. 121**

**September 1, 2023 – August 31, 2025**



## **AGREEMENT BETWEEN PAEOP AND PASD TABLE OF CONTENTS**

<b>PREAMBLE</b>	<b>1</b>
<b>ARTICLE 1: RECOGNITION AND COVERAGE OF AGREEMENT</b>	<b>1</b>
Section 1.1 Exclusive Bargaining Agent	1
Section 1.2 Membership	1
Section 1.3 Decline in Membership in Association (Indemnification)	1
Section 1.4 Description of Bargaining Unit	2
Section 1.5 Definitions	2
Section 1.6 Establishment of New Positions and Job Postings	3
Section 1.7 Additional Time	3
Section 1.8 Responsibility for Cost and Distribution of Agreement	4
Section 1.9 Job Descriptions and Responsibilities	4
Section 1.10 Status of Agreement	5
<b>ARTICLE 2: EMPLOYEE RIGHTS AND RESPONSIBILITIES</b>	<b>5</b>
Section 2.1 Nondiscrimination	5
Section 2.2 Individual Rights	5
Section 2.3 District Committees	5
Section 2.4 Definition of Seniority	5
Section 2.5 Notification of Employment Status	6
Section 2.6 Administering Medication/Training	6
Section 2.7 Re-Classification	7
Section 2.8 Personnel Files	7
Section 2.9 Student Discipline	8
Section 2.10 Sexual Harassment	8
<b>ARTICLE 3: EMPLOYER RIGHTS AND RESPONSIBILITIES</b>	<b>8</b>
<b>ARTICLE 4: ASSOCIATION RIGHTS</b>	<b>8</b>
Section 4.1 Exchange of Information	8
Section 4.2 Mutually Scheduled Meetings	9
Section 4.3 Access of Association Representatives	9
Section 4.4 Use of District Facilities	9
Section 4.5 Use of District Equipment	9
Section 4.6 Inter-school Mail Facilities	10
Section 4.7 Bulletin Boards	10
Section Onboarding Program	10
<b>ARTICLE 5: HOURS OF WORK AND OVERTIME</b>	<b>11</b>
Section 5.1 Length of Work Day/Work Week	11
Section 5.2 Overtime and Compensatory Time and Call-Back	11

Section 5.3	Flex-Time	11
Section 5.4	Workload	11
Section 5.5	Rest Periods	12
Section 5.6	Meal Periods	12
Section 5.7	School/Worksite Closure	12
Section 5.8	Emergency Delay	13
Section 5.9	Cell Phone Use	13
<b>ARTICLE 6: HOLIDAYS AND VACATIONS</b>		<b>13</b>
Section 6.1	Holidays	13
Section 6.2	Vacations and Vacation Pay	13
<b>ARTICLE 7: VACANCIES</b>		<b>14</b>
Section 7.1	Posting of Positions	14
Section 7.2	Reassignment	14
Section 7.3	Substitution	15
<b>ARTICLE 8: LAYOFF AND RECALL</b>		<b>15</b>
Section 8.1	Provisions	16
Section 8.2	Recall Procedure	16
<b>ARTICLE 9: EMPLOYMENT EVALUATION</b>		<b>17</b>
Section 9.1	Probationary Evaluation	17
Section 9.2	Evaluation	17
Section 9.3	Evaluation Upon Reassignment	18
Section 9.4	Evaluation Criteria	18
Section 9.5	Remedial Assistance	18
<b>ARTICLE 10: LEAVES</b>		<b>19</b>
Section 10.1	Sick Leave	19
Section 10.2	Discretionary Leave	19
Section 10.3	Maternity Leave	20
Section 10.4	Compassionate Leave	20
Section 10.5	Leave of Absence	20
Section 10.6	Court Directed Leaves	21
Section 10.7	Military Leave	21
Section 10.8	Association Leave	22
Section 10.9	Workman's Compensation Leave	22
Section 10.10	Emergency Leave	22
Section 10.11	Adoption/Child Rearing/Child Care Leave	22
Section 10.12	Paid Time Off (PTO)	23

<b>ARTICLE 11: PROFESSIONAL DEVELOPMENT</b>	<b>23</b>
Section 11.1 Educational Classes	23
Section 11.2 Professional Development Leave and In-service	23
Section 11.3 In-service/District Activities	23
Section 11.4 Education/Professional Standards Stipend	23
<b>ARTICLE 12: DISCIPLINE, DISCHARGE AND RESIGNATION</b>	<b>24</b>
<b>ARTICLE 13: INSURANCE BENEFITS</b>	<b>25</b>
Section 13.1 Eligibility	25
Section 13.2 Basic Benefits	25
Section 13.3 IRS 125 Plan	26
Section 13.4 Compliance with Law	26
<b>ARTICLE 14: SALARIES</b>	<b>26</b>
Section 14.1 Provisions	26
Section 14.2 Prior School District Employment	27
Section 14.3 Salary Table	27
Section 14.4 Payroll Deduction	27
Section 14.5 Mileage	28
Section 14.6 Salary Schedule Placement	28
<b>ARTICLE 15: GRIEVANCE PROCEDURE</b>	<b>28</b>
Section 15.1 Provisions	28
Section 15.2 Immediate Supervisor (Step 1)	28
Section 15.3 Superintendent (Step 2)	29
Section 15.4 Arbitration (Step 3)	29
Section 15.5 Jurisdiction of Arbitrator	30
Section 15.6 Contract Construction	30
Section 15.7 Time Limits	30
Section 15.8 Accelerated Grievance Filing	30
Section 15.9 Reprisals	30
Section 15.10 Costs	30
<b>ARTICLE 16: SAVINGS CLAUSE</b>	<b>31</b>
<b>ARTICLE 17: DURATION</b>	<b>31</b>
<b>ARTICLE 18: REOPENERS</b>	<b>31</b>
<b>SIGNATURE PAGE</b>	<b>31</b>
<b>PAEOP SALARY SCHEDULE</b>	<b>32</b>
<b>APPENDIX A</b>	
<b>APPENDIX B</b>	

## **PREAMBLE**

This agreement is made and entered into between Port Angeles Educational Office Professionals/ Washington Education Association (hereinafter referred to as "Association", an affiliate of the National Education Association) and Port Angeles School District No. 121 (hereinafter referred to as "District").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

### **ARTICLE 1: RECOGNITION AND COVERAGE OF AGREEMENT**

#### **Section 1.1 Exclusive Bargaining Agent**

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4 and the Association recognizes the responsibility of representing the interests of all such employees.

#### **Section 1.2 Membership**

Each office professional subject to this agreement on the effective date of this agreement, is eligible to become a member of the association. Association representative will give each new hire or non-member the opportunity to sign a membership form at any time. Such authorization shall continue in effect, year to year, unless the employee provides a signed and dated letter of resignation of membership directly to Washington Education Association. The association will forward the names of the employees who have submitted letters of resignation from the association to the district in a timely manner.

#### **Section 1.3 Declining Membership in Association (Indemnification)**

The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of the Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the District shall select the attorney(s).

Section 1.4      Description of Bargaining Unit

The bargaining unit to which this agreement is applicable is as follows:  
All regularly employed full-time and part-time employees, including one-year only employees, in the areas of secretarial, data processing or accounting; except the Secretary to the Superintendent, CSB Personnel Specialists, and CSB Business Specialist, and any person excluded pursuant to RCW 41.56.030 (2).

**One-Year Only Employee:** An employee who is filling a position that is expected to be of a 9-12 month duration. One-year only positions do not have seniority rank rights.

**Long-term Substitutes:** An employee hired in a position expected by the district to last more than (60) consecutive work days but less than (9) months. Long-term substitutes are not members of this bargaining unit and shall have only the following rights under this Agreement:  
Long-term substitutes shall be placed on the salary schedule in the same manner as regular employees.

**Short-term Substitutes:** An employee hired in a position expected by the district to last less than (60) consecutive work days. Short-term substitutes are not members of this bargaining unit and shall have only the following rights under this Agreement:  
Short-term substitutes shall be paid at ninety percent (90%) of the Base Level I rate on the salary schedule.

**Short-term Substitute - Previously Employed:** Is an employee that has exited PASD employment in good terms as a regular employed secretary that returns as a substitute secretary. This type of employee will retain their ending pay scale hourly rate while substituting as a substitute secretary.

Section 1.5      Definitions

The term "employee" or "regular employee" when used hereinafter shall mean all bargaining unit members as described in Section 1.4.

A full-time employee is defined as an employee working eight (8) hours per day for a full calendar year (not school calendar).

The term "supervisor" when used shall refer to the appropriate District administrator/supervisor assigned supervisory duties by the District.

"Classification" shall mean Level (Level I, Level II, Level III, and Payroll). "Position" shall mean job title (i.e. Elementary Support Office Professional, Middle School Office Professional, Payroll, etc.).

**Level I** - Support the work of Level II office professionals. Level I office professionals may be trained and highly qualified to perform Level II duties, but are not directly responsible for them. Level II duties may be performed when substituting or

temporarily assisting. Individual job descriptions for Level I office professionals are unique to each site and supervisor needs.

**Level II** - Responsible for administrative assistance, student support, and data services. Individual job descriptions for Level II office professionals are unique to each site and supervisor needs.

**Level III** - Responsible for an advanced level of accountability, data processing and analysis. These positions require advanced knowledge of the District's data processing software along with the ability to set up and maintain processes that affect district wide functions. They may provide district training and resources pertaining to State and Federal regulations and reporting. Job requirements will include attending specialized trainings to remain current on State and Federal regulations. Individual job descriptions for Level III office professionals are unique to each site and supervisor needs.

**Payroll** - Responsible for district-wide payroll processing and its functions.

**Student Assistant/Aid** - Perform temporary short-term assignments, generally clerical, and are not intended to fill substitute, temporary, or regular bargaining unit positions. Assignment and hours worked will be consistent with Department of Labor and Industry (DOL) minor work guidelines.

#### Section 1.6

##### Establishment of New Positions and Job Postings

The employer agrees to advise the Association in writing of the establishment of new positions and all job postings. Any new position will be negotiated regarding wages, hours, working conditions, and level of classification before the position is filled. The position will be advertised to present personnel in the school district and will be filled in accordance with position vacancies.

Definition of "New Position": A new position is one that is not currently listed in Schedule A of Article 14: Salaries; and is included in this bargaining unit pursuant to Section 1.4, or adds any additional Full-Time Equivalent (FTE) hours to the bargaining unit.

#### Section 1.7

##### Additional Time

When the District wishes to increase a position for two (2) hours or less, The District may, after consulting, and reaching a mutual agreement with the PAEOP president or Co-presidents:

A. Inform employees in writing via school District email of the availability of such hours only within the building, and offer the available time if the hours are a natural extension of the employees current job; or

B. Inform employees in writing via school District email of the availability of such hours only within the building, not District-wide, and offer such hours within the classification within the building in order of seniority, provided the senior employee is available for such hours; or



C. Post the hours of the position in the procedures identified in section 1.6.

Section 1.8      Responsibility for Cost and Distribution of Agreement

The cost of reproducing this Agreement shall be borne by the District.

The District Personnel staff shall provide each new employee with a copy of the contract upon employment. When negotiations are complete and new contracts printed, copies shall be distributed to each employee, the UniServ Representative, and each Central Office and building administrator, with three additional copies to the Association President.

Section 1.9      Job Descriptions and Responsibilities

Job descriptions for all positions subject to this Agreement shall be provided to individual employees and/or the Association president upon request. Each job description will be reviewed by the employer and employee during the employee's annual evaluation, and upon mutual acknowledgement, shall become the current job description for that position. This mutual acknowledgment shall come in the form of a version of the updated job description that is signed and dated by the employee and the reviewing supervisor. In the event that the job description is not reviewed as part of the annual evaluation, the employee under review will reserve the right to have an updated version of their job description reviewed and signed by the employer at any point prior to the employee's next annual evaluation; such review would not constitute the job description review required for the forthcoming evaluation. Job descriptions may be altered in the period between annual evaluations when major duties are added to the employee's workload during the regular course of the school year. PAEOP members may submit revised job descriptions to their supervisor at any point during the school year; upon mutual acknowledgment that shall become the current job description for that position. Subsequent changes of such descriptions shall be forwarded to the Association and the individual employee but the impact of such changes shall be negotiated, upon request, pursuant to the duties imposed by RCW 41.56 (Public Employees' Collective Bargaining).

The District will create and maintain a regularly-updated resource containing all PAEOP job descriptions, which shall be available to all PAEOP members via District intranet. The District shall also provide and regularly update a list of all current Association positions governed by this Agreement, which will be made available to all PAEOP members via intranet.

All office professional duties are considered bargaining unit work. Bargaining unit work is defined as duties performed by office professionals as part of their regular job assignment. This covers any duties added by the supervisor not included on the job description, but within an office professional scope of work based on their classification.

Section 1.10      Status of Agreement

This Agreement shall supersede any rules, regulations, policies, individual contracts, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

**ARTICLE 2: EMPLOYEE RIGHTS AND RESPONSIBILITIES**

Section 2.1      Nondiscrimination

The provisions in this Agreement shall be applied without regard to , race, creed, religion, color, national origin, sex, age, marital status, sexual orientation, or the presence of any sensory, mental or physical handicap except as otherwise allowed by law. The District and the Association will not interfere with, restrain or coerce employees subject to this agreement in the exercise of their rights guaranteed by law pursuant to right and remedies of RCW 41.56.

The private and personal life of any employee is not within the appropriate concern or attention of the District unless it affects performance of duties or fitness for employment.

Section 2.2      Individual Rights

Each employee will have the right to bring job-related matters of personal concern to the attention of appropriate Association representatives and/or appropriate District officials and to have the right to have Association representatives or other persons present at any hearing concerning a grievance filed by the employee and at any disciplinary hearing.

Section 2.3      District Committees

The Association shall designate one member to be appointed to each of the following District committees: Calendar Committee, Fiscal Advisory Committee, Safety Committee and Healthcare Benefits Committee. The appointed representative will seek input for committee consideration from the membership. Other concerns will be forwarded to the committee through the representative.

Section 2.4      Definition of Seniority

Seniority is defined as the length of service as a Port Angeles School District employee covered by this Agreement.

In-service training time and substitute time are excluded. Accumulation shall begin on the employee's first working day. In the event of one or more employees beginning work on the same day, employees so affected shall participate in a drawing by lot to

determine position on the seniority list. The drawing shall be conducted openly and the Association President shall be in attendance. These positions shall be permanently indicated on the seniority list.

The District shall prepare and maintain the seniority list, ranking each employee from greatest to least district seniority by classification.

A copy of the seniority list shall be furnished to the Association President by November 1 of each school year. No later than December 1, the Association President will send a revised list back to the District. Subsequent revisions shall be sent to the Association President as they occur.

Seniority shall be lost by an employee upon termination, resignation, retirement, transfer to a non-bargaining unit position, or declining recall.

#### Section 2.5      Notification of Employment Status

Employees working less than 12 months shall receive in writing a letter of employment status and assignment for the following school year on or before the last day of school.

#### Section 2.6      Administering Medication/Training

Employees may be requested or required to dispense or administer medication in accordance with state law, provided that they have received instruction/training from the appropriate personnel if necessary. Employees may also be requested or required to perform other specialized medical procedures when necessary.

Instructional training will be compensated at the employee's regular rate of pay or at the overtime rate, if applicable.

The District shall provide HIV/AIDS and Hepatitis B training according to law. Employees shall be paid at their regular rate of pay or at the overtime rate, if applicable, for all time required in attendance. The District shall provide Hepatitis B injections for at-risk employees identified by the District at the employee's option and at no cost to the employee.

Employees who are responsible for the Health Room or have ongoing responsibilities relative to student health concerns shall be offered First Aid training by the District. The District shall pay all fees and time in attendance at the employee's regular rate of pay, or at the overtime rate if applicable, at such training if the District requires First Aid training, or if otherwise approved by the building supervisor.

#### Section 2.7      Re-Classification

An employee who feels their current position has increased to a higher level of accountability and the position duties are significantly different than current, equal-level positions, may file a written request for reclassification with the PAEOP

Executive Board. Requests must be submitted during the school year, between September 1 and May 1.

The Executive Board will have 15 work days from receipt of request to make a determination of employee's request. The Executive Board's process in determining a written request will be as follows:

1. Discuss and analyze current and past job descriptions
2. Fill out Reclassification Assessment Check-List
3. Cast Vote
4. The Executive Board will meet with the employee and provide a written statement of findings.
5. In the event the request is approved by the Executive Board for a reclassification, the Executive Board and the District designee will meet to further review the request. Both parties will determine a mutually agreed upon decision within 10 work days after said meeting.
6. Proposed reclassification will be presented at the first available board meeting.
7. Any adjustment in position reclassification and salary will be effective as of the Board approval date.

If a request is not approved, the employee may submit a request for a reclassification the next school year.

Job re-classifications will not be considered based on work load or employee seniority.

## Section 2.8

### Personnel Files

Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District Personnel Office. Upon request, copies of any documents contained therein shall be afforded the employee at that employee's cost. No secret personnel file shall be kept anywhere in the District. Both representatives of the employee and of the employer may be present in any review of personnel files. Only materials related to employment shall be made a part of the personnel file.

No evaluation, correspondence, or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without notice to the employee. The employee shall have the opportunity to attach his/her own comments to derogatory materials placed in their file, within thirty (30) days of notice of such placement. An employee may request the removal of derogatory material after such material has been in the personnel folder for three (3) years, but the District reserves the right to deny such requests.

## Section 2.9

### Student Discipline

The employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. The employer

or its designated representative shall take reasonable steps to assist the employee with respect to students who are disruptive in the assigned work area or repeatedly violate rules and regulations in the assigned work area.

Section 2.10      Sexual Harassment

The parties agree to comply with laws forbidding sexual harassment at the worksite or in connection with the job. The District shall conduct an investigation of all claims of sexual harassment in connection with the job. Any staff member who is found to have violated these laws will be subject to disciplinary action including the possibility of termination. There shall be no retaliation for filing a good faith complaint of sexual harassment.

**ARTICLE 3:    EMPLOYER RIGHTS AND RESPONSIBILITIES**

Reservation of Rights

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Washington and of the United States, except as limited by this Agreement.

**ARTICLE 4:    ASSOCIATION RIGHTS**

Section 4.1      Exchange of Information

Section 4.1.1      Each party shall furnish such information as required to fulfill its obligation to bargain in good faith and maintain and enforce the collective bargaining agreement.

Section 4.1.2      By August 15<sup>th</sup> of every year and every month thereafter, the District will provide an electronic roster of all bargaining unit members in an excel format to the PAEOP President(s). In order for the union to best assess which employees may be a part of the bargaining unit and access those that are members of the bargaining unit covered by the Association as the exclusive bargaining representative, the Association is entitled to the following information: employee full legal name (first, last, and middle), last four digits of social security number, date of birth, employee identification number or name key, home address, home telephone number, personal cell phone, personal and work email, gender, race/ethnicity, job title/position, work location, current assignment including FTE and if the position is temporary for the duration of the contract, the number of hours assigned, FTE, salary, and date of hire, when such information is held by the District. Such list will include the names of all bargaining unit members regardless of their membership status with the Association.

Section 4.1.3      On a monthly basis, the district will provide to the Association the names of any bargaining unit members who are on a paid or unpaid leave of more than 15 work days. the type of leave, the anticipated duration of such a leave, and any changes in

contact information during the time of the leave.

Section 4.1.4 On a monthly basis, the district will provide to the Association the names and all information as listed above of any bargaining unit member who has been RIF'd and remains on a recall list. In addition, the district will provide to the Association the names and all information listed above for any employee who has been fully or partially furloughed.

Section 4.2 Mutually Scheduled Meetings

Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings or other such meetings, the employee(s) shall suffer no loss in pay.

Section 4.3 Access of Association Representatives

Duly authorized representatives of the Association shall be permitted to transact official business on school property at all reasonable times, provided that it does not interfere with, interrupt or affect normal school operations or assigned duties. During the workday, non-employee Association representatives should report to the building administrator/supervisor or designee prior to contacting members in individual buildings.

Section 4.4 Use of District Facilities

District facilities can be used for Association meetings at reasonable times during non-duty hours provided that such use is approved by the building administrator. The

Association representative shall check with the building administrator to assure there is no conflict because of a previously scheduled meeting.

The Association agrees upon request to reimburse the District for any extra direct costs resulting from Association use of District facilities.

Section 4.5 Use of District Equipment

The Association can use District equipment including computers, AV equipment, typewriters, and other duplicating equipment normally available to employees after school hours, provided that such equipment shall not be removed from District property. The Association recognizes that all equipment in a building is ultimately the responsibility of the administrator and that: a) the use is strictly to service the legitimate business of the local Association such as records, notices, correspondence, etc., b) the purpose is for internal business use of the Association and is not for public distribution, and c) supplies, in connection with such equipment use, will be furnished or paid for by the Association.

Section 4.6      Inter-school Mail Facilities

Inter-school mail facilities can be used by the Association provided that materials are labeled as Association business and contain the name of the authorized Association representative distributing such material.

Section 4.7      Bulletin Boards

The Association will be provided bulletin board space at each worksite for the purpose of posting Association notices and information.

Section 4.8      Onboarding Program

Section 4.8.1      The District and the Association agree that it benefits all parties to establish an efficient new-hire onboarding program that provides new employees with the foundational information they need to be successful in their positions and fulfill statutory employer obligations.

Section 4.8.2      Each new hire shall receive 8.0 hours of paid onboarding within thirty (30) days of the employee's start date within the bargaining unit, although the parties agree to provide the onboarding as soon as possible. The District shall provide the Association with access to new employees within thirty (30) days of the employee's start date within the bargaining unit.

Section 4.8.3      At a minimum, 8 hours onboarding shall include the following:

- a.    A minimum of 60-minutes for the Association to share information
- b.    Information from the District office on payroll, benefits, and other relevant information
- c.    Hands-on practice logging into and accessing necessary district programs
- d.    A minimum of 2 hours of job shadowing (in the event that no equivalent position exists for shadowing purposes, other arrangements will be made.)

Section 4.8.4      The onboarding days shall occur during the employee's regular workday and take place at the Lincoln Center unless an alternate location is mutually agreed upon.

Section 4.8.5      The District agrees to provide up to 4.0 hours of training benefits and opportunities to PAEOP employees who move to a new PAEOP position within the district.

**ARTICLE 5: HOURS OF WORK AND OVERTIME**

Section 5.1      Length of Work Day/Work Week

The normal work week shall be Monday through Friday.

No scheduled work week shall exceed forty (40) hours. A full-time employee shall normally be scheduled to work five (5) eight-hour days, forty (40) hours per week. The

eight-hour day shall be exclusive of the lunch break.

The length of the workday for all regular employees shall be mutually determined by the District and the employee.

#### Section 5.2      Overtime, Compensatory, and Call-Back Time

All time worked in excess of eight (8) hours per day or forty (40) hours in a given work week shall be paid at one and one-half times the regular rate of the employee's salary or compensatory time shall be allowed equal to one and one-half times the excess over the scheduled workday.

Employees who are required by their supervisor to work on a Saturday in a week with a holiday, shall be paid at one and one-half times their regular rate of pay.

Employees who are required by their supervisor to work on Sunday shall be paid at double their regular rate of pay.

Work performed by an employee called back to work after completing a regular work day shall be paid at the rate of one and one-half (1.5) times the hourly rate for the number of overtime hours worked. The call back shall be for not less than two hours.

#### Section 5.3      Flex Time

Flex time shall be the adjustment, upon mutual agreement between the employee and supervisor, of the employee's weekly schedule. The total number of weekly hours (Monday through Friday) is not changed. For example, an employee may work an additional hour on one day in order to take equal time off on a subsequent day in that same work week. Adjustments in the weekly work schedule shall not result in overtime pay or leave deduction. This language is intended for occasional use, not permanent schedule changes.

#### Section 5.4      Workload

In the event that an employee feels they lack adequate time or resources to address their expected workload, they will request a meeting with their supervisor to collaboratively problem solve the best use of that time and available resources.

#### Section 5.5      Rest Periods

All employees shall be allowed a rest period of not less than fifteen (15) minutes on the employer's time for each four (4) hours of working time, scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) consecutive hours without the above rest period being provided, except when the employee and the supervisor agree that it is impractical.

In the event that a rest period is waived, the employee will be allowed either to utilize



the period of the waived break for an earlier release on that workday, or will be allowed to flex that time during that work week. The creation of a schedule allowing employees to take their breaks is the responsibility of the employer.

Section 5.6      Meal Periods

All employees entitled to a lunch period in accordance with applicable law will be provided a minimum duty free unpaid lunch period of thirty (30) minutes when the employee is free to leave the worksite.

Section 5.7      School/Worksite Closure

In the event of a school/worksite full-day closer for any reason, employees will have the following options according to their scheduled work calendar.

<u>A. 192 day calendar</u>	<u>B. 193-259 day calendar</u>	<u>C. 260 day calendar</u>
<u>Shall not work as the day will be added to the school year.</u>	<u>1. Report to work</u>	<u>1. Report to work</u>
	<u>2. Use Compensatory Time</u>	<u>2. Use Compensatory Time</u>
	<u>3. Use Flex Time</u>	<u>3. Use Flex Time</u>
	<u>4. Use Emergency Leave</u>	<u>4. Use Emergency Leave</u>
	<u>5. Use Personal Day</u>	<u>5. Use Personal Day</u>
	<u>7. Take Leave Without Pay</u>	<u>6. Use Vacation Leave</u>
		<u>7. Take Leave Without Pay</u>

The employee shall determine which of the above options shall be utilized. Sick leave will be allowed if the employee would have stayed home sick if the day had remained a work day.

Section 5.8      Emergency Delay

In the event of an emergency late start, all employees are expected to arrive at their job site as soon as they can safely travel there. Employees who arrive later than their regularly scheduled start time shall check in with their supervisor. Employees may flex their work hours or take an appropriate leave as scheduled in Section 5.7.

Section 5.9      Cell Phone Use:

When a cell phone is required by administration to complete employee's duties, that employee will receive access to a District cell phone for school business use.

## **ARTICLE 6: HOLIDAYS AND VACATIONS**

### **Section 6.1 Holidays**

The following days shall be considered holidays for all employees with the exception as cited in Paragraph Two below:

New Year's Day and the day before or after  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veterans or Admissions Day  
Thanksgiving Day and the day before or after  
Christmas Day and the day before or after

Employees hired for less than a full calendar year will be paid for those holidays which occur between their first day of work and their last day of work. Their pay for each holiday will be for the number of hours they are regularly scheduled to work. When any recognized holiday falls on a Saturday or Sunday, the preceding Friday or the Monday following the holiday shall be given as a holiday.

Employees who are required to work on a holiday shall receive their holiday pay and time and one-half (2 1/2 times total).

### **Section 6.2 Vacations and Vacation Pay**

Vacation accruals shall be based on scheduled assignment hours worked during the period from September 1 to August 31.

**Full Time Employees:** Each full-time (260 day/8 hours per day) employee shall receive ten (10) days' vacation with pay. Full-time employees vacation leave shall be accrued as earned on a monthly basis. An additional day of vacation shall be added each year after the first year to a maximum of twenty-five (25) days' vacation per year. No later than September 30<sup>th</sup>, full time employees will submit vacation requests to their immediate supervisor for approval. Subsequent requests for vacation will be on a first come, first serve basis. Within a school building or department, employees with the greatest seniority shall have first choice for time of vacation; provided that requests are received by the principal or immediate supervisor by September 30<sup>th</sup> and provided that the first choice is for one block of time. Unused annual vacation leave may be accumulated to a maximum of thirty (30) working days, to include present year accumulation for full time employees. Leave in excess of thirty (30) days must be used on or before August 31<sup>st</sup>. Vacations should be scheduled during school breaks and

summer vacation period whenever possible, however; vacations during the school year may be granted for reasonable requests and approval of the immediate supervisor.

**Part Time Employees:** Each regular part-time employee (less than 260 days/8 hours per day) shall receive a pro-rated vacation of the full-time employee vacation schedule. Said employees shall receive payment for all accrued vacation with their June paycheck in lieu of paid time off.

Employees, upon termination, shall be eligible for pro-rated, accrued vacation.

## **ARTICLE 7: VACANCIES**

### **Section 7.1 Posting of Positions**

To provide transparency and collaborative relationships between the District and PAEOP; the district will ensure PAEOP President(s) are notified prior to posting vacant PAEOP positions on the district website. The district will ensure the PAEOP President(s) have the opportunity to select a PAEOP member to be included on the interview team for all PAEOP positions.

Vacant positions will be posted on the District's online application system for a minimum five (5) working days. The District agrees to give first consideration to PAEOP applicants when filling bargaining unit positions. Positions will be filled upon recommendation of the interview team. In the event that a PAEOP and an external applicant are determined to be equally qualified, the position will be offered to the PAEOP member.

All internal candidates will be notified of the status of the position and the specific reasons why he/she was not selected. All internal candidates that are interviewed will be notified of the position's disposition and provided constructive feedback. If no selection is made, the position will be re-posted.

### **Section 7.2 Reassignment**

Prior to the implementation of a reassignment, the District and the Association will meet to discuss the circumstances of and the necessity for the proposed reassignment. If a reassignment during the school year is found to be necessary, the employee will be notified in writing by the immediate supervisor or superintendent at least five (5) working days in advance of the reassignment. If a reassignment occurs during summer months, the employee and District will mutually agree upon the date the reassignment will become effective.

An employee reassigned temporarily to a lower paying position shall suffer no loss in total pay. If the reassignment is to a lesser hourly pay scale, said employee shall suffer no loss in hourly pay, unless the reassignment is voluntary and permanent. If the reassignment is involuntary and permanent, the employee's hourly pay rate shall

be grandfathered until that rate is less than the proper salary schedule placement for the employee's new position.

A leave of absence emergency reassignment may be granted when all of the following criteria are met:

1. The Union is notified ahead of time and agrees with the need for this emergency reassignment
2. Bargaining unit member that will fill the temporary leave of absence position agrees to the move
3. Only a bargaining unit member within the building of the member that is on a leave of absence can be considered for an emergency reassignment
4. Administration agrees with this reassignment

\*If more than one bargaining unit member within the building shows interest in the reassignment, then normal hiring process will be followed.

In the event of a Reduction in Force, whether due to attrition or layoff situation, any vacant position will be treated as the least senior position (see Section 8.1).

### Section 7.3      Substitution

An employee temporarily assigned to a higher paying position shall receive corresponding pay for the higher position.

## **ARTICLE 8: LAYOFF AND RECALL**

The term "layoff" as used herein refers to action by the Board reducing the Number of office professionals and shall mean termination from employment for other than disciplinary reasons.

### Section 8.1      Provisions

When the District determines that PAEOP position(s) or hour(s) are to be reduced or eliminated, the Superintendent (or designee) will notify the Association. The District will provide a seniority list. The Superintendent (or designee) will review with the President of the Association the procedures followed in determining the impacted employees prior to the layoff.

The District will notify the affected employees and the Association in writing at least thirty (30) calendar days prior to layoff.

Employees displaced by the elimination of their position shall, by seniority, be given first opportunity for vacant positions.

Layoff shall be by seniority within each classification; the least senior employee first. Positions shall be categorized by hours per day, not days per year.

If the hours displaced are not equal to the positions vacated, the displaced employee with higher seniority shall share a position with the employee with least seniority, whose hours will be reduced accordingly.

## Section 8.2      Recall Procedure

Laid off employees shall be placed into a re-employment pool.

Laid off employees in the re-employment pool shall be recalled to existing vacancies in the same classification held by the laid off employee at the time of layoff in the reverse order of layoff. No new employees shall be employed to fill existing vacancies or newly created positions under this Agreement until the pool has been exhausted, provided that:

1. The District shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to said employee at his or her last known address. The employee's address as it appears on the District's records shall be conclusive when used in connection with layoffs, recalls or other notice to the employee.
2. An employee who fails to accept a proposed assignment within fifteen (15) days of written notice shall forfeit employment rights and seniority rights, and be removed from the re-employment pool, unless such offer was for fewer or greater hours or days. Notice shall be deemed effective within ten (10) days from date of mailing.
3. Employees shall remain in the re-employment pool for a period of eighteen months from the effective date of the layoff.
4. Should a lower classification position become available, an employee(s) in the re-employment pool will be offered the position, highest senior person first. If the employee does not accept the position, it will not change their status in the re-employment pool.

Employees in the re-employment pool will be allowed to work as substitute employees for bargaining unit positions at their previous rate of pay or the substitute rate of pay, whichever is higher.

## **ARTICLE 9: EMPLOYMENT EVALUATION**

### Section 9.1      Probationary Evaluation

The immediate supervisor shall, during the first days of employment, clearly define the duties and responsibilities of the position. The District shall provide training for the new employee in District procedures and District-specific software and applications required to perform the job.

The District shall provide constructive evaluation during the first thirty (30) working

days of new employment.

Section 9.1.1      Probationary Process

If at any time before the next thirty (30) working days the new employee's job performance is not acceptable to the immediate supervisor, the immediate supervisor shall, in private conference, discuss the new employee's deficiencies. Within five (5) working days from the private conference, the District and the employee shall mutually outline, in writing, performance standards that must be met within the next thirty (30) working days, and a plan to improve performance. Such plan shall in no way relieve the employee of the responsibility for demonstrating acceptable job performance.

If these performance standards are not met, the immediate supervisor will inform the employee of the recommendation to be made to the Superintendent that said employee's services are to be terminated at the conclusion of the additional thirty (30) working-day probation.

Section 9.2      Evaluation

Evaluation of employees who have completed the probationary process and have attained permanent status will be completed annually using the Performance Evaluation Report form.

After an employee has three consecutive years of satisfactory evaluations in the District using the Performance Evaluation Report form, an employee and evaluator may mutually agree to use the PAEOP Professional Growth Option (PGO) evaluation form. Evaluation report forms are attached as appendices to this contract.

The immediate supervisor will complete the evaluation and discuss it with the employee in private conference, but not until after the employee has had at least one day to review the written evaluation before the conference. Additional evaluations may be completed when deemed necessary.

Section 9.3      Evaluation Upon Reassignment

When an employee is reassigned to another position during the course of the year, it is the responsibility of the "losing" administrator to evaluate the employee's performance at the time of reassignment. The "gaining" supervisor will normally evaluate the performance for the balance of the year.

Section 9.4      Evaluation Criteria

The written evaluation form shall be composed of the following elements:

1. Evaluation criteria as follows:
  - (a) Applies and demonstrates knowledge/skills for the successful performance of duties;
  - (b) Relationships with students, teachers, public, and co-workers; and

- (c) Attitude (prompt, regular in attendance, enthusiastic, receptive to new ideas).
- 2. Space provided for evaluation comments and, should improvement be needed in any of the three areas noted above, constructive comments and suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
- 3. Space provided for employee's comment(s) should he/she wish to comment on the supervisor's evaluation.
- 4. Two signature lines – supervisor and employee will both sign whether or not in accord with the evaluation.

#### Section 9.5      Remedial Assistance

In the event an employee is given a negative evaluation that may ultimately lead to dismissal, the employee will be given a reasonable amount of time to demonstrate acceptable job performance. If the employee is currently on the PGO, they will revert to the Performance Evaluation Report.

The District and the employee will develop a remedial plan in an effort to assist the employee, but giving such plan shall in no way relieve the employee of the responsibility for demonstrating acceptable job performance. A re-evaluation will be given within ninety (90) days.

### **ARTICLE 10: LEAVES**

#### Section 10.1      Sick Leave

At the beginning of each work year, each employee shall be credited with an advanced sick leave allowance of twelve (12) days of sick leave with full pay. Sick leave may be used for an employee's personal illness or injury and/or the illness of a child (as defined by law), parent, spouse, state registered domestic partner or otherwise allowed by law who has a health condition which requires treatment or personal supervision pursuant to state law. Unused sick leave shall accumulate up to the maximum allowed by law. The District may require verification of illness or ability to work at any time absence exceeds five (5) consecutive days in any one school year.

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise the option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four days for every one day's monetary compensation. Provided, that no employee may receive compensation under this section for any portion of leave for illness or

injury accumulated at a rate in excess of one day per month.

At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days accrued leave for illness or injury up to state maximums.

The District shall allow leave sharing pursuant to District Policy #5406.

#### Section 10.2     Discretionary Leave

A maximum of two (2) days of discretionary leave at full pay may be provided annually for each PAEOP member. An employee may be granted discretionary leave for up to two days with at least five (5) working days advance notice provided that:

1. No more than three (3) bargaining unit employees are utilizing Discretionary Leave on the same date.
2. May not be used to extend three (3) day weekends, holidays, or vacation period.
3. An employee may not use such leave in the first ten (10) school days or the last ten (10) school days of the year.
4. Discretionary Leave may be granted for exceptional circumstances by supervisor and HR Director or designee.

If an employee does not use their discretionary leave by August 31 for the prior school year, they may carry the day(s) over to the next school year. A maximum of three (3) days may be carried over.

Employees may cash out up to two (2) days of unused discretionary leave per year. The cash out rate will be the current short-term sub rate.

The District will automatically cash out discretionary leave when an employee would otherwise lose it due to rollover limits, or employee leaving employment.

#### Section 10.3     Maternity Leave

An employee requesting maternity leave should give written notice to the District at least two (2) weeks prior to commencement of said leave. The written request for maternity leave shall include a statement as to the expected date of return to employment, and, within thirty (30) days after childbirth, shall inform the District of the specific day when she will return to work. In the event sick leave has been exhausted, the employee shall be granted an unpaid leave of absence for the period of disability under Section 10.5.

#### Section 10.4     Compassionate Leave

Compassionate leave will be granted for serious illness or death of the spouse, child, mother, father, sister or brother, corresponding in-laws, foster child, step- father or



step-mother, grandparents, domestic partner or for other relatives who are living in the immediate household, up to five (5) days per year. Such leave shall not accumulate and shall not be subtracted from the sick leave accumulation. One (1) day of compassionate leave may be granted for absences due to the death of a close personal friend or other relatives.

#### Section 10.5    Leave of Absence

A leave of absence may be granted at the discretion of the Superintendent and the Board. This leave would not exceed one year in duration and could be granted upon written application and verification to the Superintendent for reasons of personal illness, disability, family emergency, child care, education, or Association business. Notification of acceptance or rejection of a leave of absence request will be made in writing by the Superintendent within 15 working days. Regular employees granted a leave of absence will retain seniority rights, and accumulated sick leave for the duration of the leave of absence.

In the case of personal illness, disability, family emergency or when required by law, employees returning from a leave of absence will be re-employed in their previous positions. In the case of child care, education or Association business, the returning employees will be re-employed in comparable positions or in their previous positions at the discretion of the site administrators/supervisors and director of personnel. If an employee's previous position was eliminated, the employee will be subject to the layoff and recall provisions of this Agreement.

A current Association employee may fill a position vacated because of a leave of absence in an interim capacity, for the duration of the leave and return to their previous position at the conclusion of the leave. Additional movement within the Association will be determined on an individual basis, with the approval of the Association and the District administration. A substitute employee will fill the vacancy remaining.

The Board reserves the discretion to limit the number of leaves which may be granted, subject to the requirement to grant leaves of absence required by state or federal law.

Employees shall not retain job return rights if the period of leave exceeds one (1) year (or two years if consecutive years leave of absence are granted by the Board). Employees will retain accrued sick leave, vested vacation rights and seniority while on leave of absence; however, no benefits shall accrue during the employee's leave of absence. Employees who wish to return from leave earlier than anticipated will make such request to the Superintendent or designee and such request may be granted, subject to job availability.

Employee on a one-year leave of absence must give notice of intent to return no later than two (2) months from return date.

Section 10.6     Court Directed Leaves

The District agrees to allow employees to serve as jurors with no loss of pay. The amount of any remuneration received by an employee for jury duty will be deducted from the employee's salary. Any mileage, meals or hotel reimbursement will be retained by the employee. Compensation for subpoena leave shall also be likewise granted under the following conditions:

1. The action for which the subpoena is issued shall not involve the District as an adverse party, or
2. If the District is an adverse party, then such leave shall not be granted to any party except on behalf of the District or except when an employee is subpoenaed solely for the purpose of testifying to acts done necessarily in the scope of his/her employment.

Section 10.7     Military Leave

Employees shall be granted military leave of absence in compliance with the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA). While on leave, the employee shall retain, but not accrue, all benefits as though employment had been continuous in the District. Upon return from leave, the employee shall have re-employment rights pursuant to Section 10.5 or as otherwise required by law.

Section 10.8     Association Leave

The District shall grant a maximum of eight (8) days total for association leave with pay for the purpose of attending Association meetings/conferences. The Association shall reimburse the District for the cost of substitutes if hired. The Association president must authorize specific employee applications to the Superintendent for the use of Association leave.

Section 10.9     Workman's Compensation Leave

Whenever an employee is absent from employment and unable to perform his/her duties as a result of personal injury sustained in the course of his/her employment, he/she shall be allowed to use accrued sick leave less the amount of any workman's compensation award made for disability due to said injury.

Section 10.10   Emergency Leave

Available sick leave may be used as emergency leave when the following conditions exist:

1. The problem must have been suddenly precipitated and be of such nature that pre-planning is not possible or could not relieve the necessity for the employee's absence.

2. The problem cannot be one of minor importance or of mere convenience but must be of a serious nature.
3. Emergency leave shall not be granted if other leaves apply to the situation.
4. Emergency leaves will not be granted for reasons associated with earning extra compensation.

A written application for emergency leave must be returned to the Superintendent's Office on the day of return to work.

#### Section 10.11    Adoption/Child Rearing/Child Care Leave

An employee legally adopting a child and/or wishing to take unpaid leave for the purpose of child rearing or to care for a terminally ill child under the age of eighteen (18) shall notify the District in writing of the intent to take such leave stating the expected date of commencement of leave and return to employment. Such leave shall be granted for a period not to exceed one (1) year and shall be granted under the conditions of Section 10.5.

#### Section 10.12    Paid Time Off (PTO)

16 hours paid time off (PTO) may be used when all of the following criteria are met: Less than a full day, students are not in school, and a substitute is not required.

PTO cannot be cashed out, or carried over.

If multiple members of the same school building request the same PTO day, Level 1 members will have priority due to limited opportunities.

### **ARTICLE 11: PROFESSIONAL DEVELOPMENT**

#### Section 11.1    Educational Classes

Employees attending training courses or seminars as required by the District, or approved by the District upon request of the employee, will suffer no loss of regular salary if the course requires them to attend during their regular employment time. Expenses (travel, food and lodging) incurred for a training course, fees and tuitions will be paid by the District. Employees will be paid for all hours in attendance (including travel time if out of town) at the employee's regular rate of pay, or at the overtime rate if applicable, for courses/seminars/ workshops that are specifically required by the District.

#### Section 11.2    Professional Development Leave and In-service

Each employee will meet with his or her supervisor to develop a plan for professional development each year by October 15. The District, site, and the Association will

work together to provide in-service opportunities for employees to reach their professional development goals.

The District will also provide one day of in-service each year. This day will be mutually planned by the Association and the District. Level I members attending this in-service who are not scheduled to work shall have their wages paid from the professional development fund as outlined under Section 11.3 of this agreement.

Section 11.3     In-service/District Activities

Employees shall be paid at their regular rate of pay, or at the overtime rate if applicable, if required to work at any District function.

Section 11.4     Education/Professional Standards Stipend

1. Professional Standards Program (PSP)/National Association of Educational Office Professionals (NAEOP): The District will pay the following stipends to employees who have earned the corresponding certification. (Temporary and substitute employees are not eligible for participation):

To receive payment, confirmation of award shall be submitted by NAEOP to the Human Resources office on or before the 10th of the month. Current NAEOP/PAEOP members whose certificates are dated September 15th shall receive the full stipend associated with the appropriate certificate level. Stipends shall be prorated for those certificates dated January 15th or May 15th.

Upon receipt of the certificate, a copy shall be sent to the Human Resources office to be placed in the individual's personnel file.

If two certificate levels are achieved in the same fiscal year, the difference between the current stipend and the new one shall be prorated. *For example, an individual earns an Advanced I on September 15 of \$675 and then earns an Advanced II by January 15 of \$775. The difference of \$100 would be prorated.*

Basic Certification – Option I	\$631.25
Associate/Professional – Option I	\$681.75
Advanced I – Option I	\$681.75
Advanced II – Option I	\$782.75
Advanced III – Option I	\$833.25
Associate Degree – Option II	\$833.25
Advanced I – Option II	\$883.25
Advanced II – Option II	\$934.25
Advanced III – Option II	\$984.25
Bachelor's Degree Certificate	\$1035.25
CEOE	\$378.75

2. If qualifying by degree only, member will present proof of their degree to the Human Resource office for verification and forwarding to Payroll. Note that if member is qualifying with just the degree, then the CEOE stipend will not be available to that member.

Associate Degree	\$833.25
Bachelor's Degree	\$1035.25
Master's Degree	\$1237.25

Once a member holds an awarded level of achievement as described above, they will receive the monetary award for that level annually for the remainder of their employment without any further verification.

The above stipend payment(s) will be increased based on the percent of any bargained raise.

## **ARTICLE 12: DISCIPLINE, DISCHARGE AND RESIGNATION**

No employee shall be disciplined by oral warnings, written reprimands, suspensions without pay, or discharge without sufficient cause. The specific grounds forming the basis for disciplinary action will be made available in writing to the employee and upon his or her request to the Association.

The level of disciplinary action taken against an employee shall be appropriate to the behavior which precipitates such action.

No employee will be discharged without at least ten (10) work days written notification.

An employee shall be entitled to have a representative of the Association present during any investigation meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, the meeting shall be discontinued until a representative of the Association has reasonable opportunity to be present.

Complaints made against an employee shall be called to the attention of the employee within a reasonable amount of time before any disciplinary action is taken.

Members of this bargaining group shall give at least ten (10) working days' notification of intent to resign or retire.

## **ARTICLE 13: INSURANCE BENEFITS**

### **Section 13.1 Eligibility**

An employee must be scheduled to work an average of four (4) hours per day (20 hours per week) to be eligible to enroll in the mutually agreed upon insurance programs. Enrollment in the mandatory programs is automatic for any such employee.

Section 13.2     Basic Benefits

The District agrees to provide the state funded amount per employee per month based on FTE for basic benefits. For insurance purposes an FTE will equate to 1440 hours per year, as long as so funded.

The mutually agreed upon basic benefit insurance programs are:

1. Dental
2. Vision
3. Family Medical
4. Long-Term Disability
5. Life and Accidental Death Insurance

Insurance monies must first be applied toward the mandatory programs (Dental, Vision, LTD and Life) and the remaining monies may be applied to Family Medical.

Effective January 1, 2020, employees will receive insurance benefits as provided for by the School Employees Benefits Board (SEBB) program and state law, with funding, employee contributions, and administration terms and conditions as determined by that program and state law.

Section 13.4     IRS 125 Plan

The District will make available to employees, at their option, an Internal Revenue Service Code Section 125 flexible benefits plan. The plan will be established administered and communicated to employees by the District without cost to the employees.

Section 13.5     Compliance with Law

Pursuant to RCW 28A.400.275, the parties agree to abide by state laws relating to school district employee benefits. The parties acknowledge that the above insurance agreement is for a term of one (1) year, subject to automatic extension for the ensuing year in the absence of written notice otherwise by one part to the other prior to May 1 of each year.

**ARTICLE 14: SALARIES**

Section 14.1     Provisions

Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A, attached hereto, and by this reference incorporated herein.

Level I, Level II, and Level III, and Payroll salaries are determined by level and years of experience. Base status is defined as years zero through three. Upon completion of the third year, the employee is considered third-year

status. Each step on the salary schedule follows the same criteria for the number of years indicated.

Salaries are computed as follows: hourly rate, multiplied by the total number of days worked, multiplied by daily hours, and divided into twelve (12) equal payments.

All negotiated salary levels agreed upon under this Agreement shall be retroactive to September 1, contingent upon ratification of this Agreement. During the term of this Agreement, any State allocated and funded salary increase shall be applied only for the period funded and only to each Level's base salary and not to the longevity steps.

Section 14.2     Prior School District Employment

In accordance with RCW 28A.400.300, upon verification of employment the district will follow the provisions of this RCW regarding salary placement and benefits when an employee transfers from one Washington State School District to the Port Angeles School district.

Section 14.3     Salary Table

SCHEDULE A – Level I Office Professional

Elementary Schools

Middle School

High Schools

Lincoln Center

SCHEDULE A – Level II Office Professional

Lincoln Center

Elementary Schools

High Schools

Maintenance

Middle School

Pupil Transportation Center

Technology

SCHEDULE A – Level III Office Professional

District Student Data Coordinator

PAHS Registrar

Special Services Secretary III

SCHEDULE A – Payroll

Lincoln Center

Section 14.4     Payroll Deduction

The following payroll deductions are available to employees covered by this Agreement:

1. Credit Union
2. Dues
3. United Way, and
4. Any other that may be negotiated between the District and the Association

Section 14.5    Mileage

Employees utilizing their private automobile on arranged or required District business shall be compensated at the District rate.

Section 14.6    Salary Schedule Placement

For the purpose of placement on the salary schedule, employees shall receive credit for a full year, provided the following:

1. Any less than 260 employee that is on the payroll prior to February 1<sup>st</sup> of that school year. All anniversary dates will be defined as September 1<sup>st</sup>.

or

2. Any 260-day employee that is on the payroll prior to March 1<sup>st</sup> of that school year. All anniversary dates will be defined as September 1<sup>st</sup>.

**ARTICLE 15: GRIEVANCE PROCEDURE**

Section 15.1    Provisions

A grievance is an alleged violation of terms and/or provisions of this Agreement.

A grievant shall mean an individual, a group of individuals and/or the Association.

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the Administration.

Unless mutually waived by the parties, timelines must be observed by the parties.

Section 15.2    Immediate Supervisor (Step 1)

The grievant and the Association representative or the Association shall orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of the grievance shall be presented to the immediate supervisor within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.



The "Statement of Grievance" shall name the grievant(s) involved, the specific facts giving rise to the grievance, the specific provision(s) of the Agreement alleged to be violated and the remedy (specific relief) requested.

The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), Association representative and the Superintendent. The immediate supervisor shall answer the grievance in writing. The immediate supervisor's answer shall include specific reasons upon which the decision was based, within ten (10) working days of receiving the grievance and shall concurrently send a copy of the grievance, his/her decision to the grievant(s), Association representative and the Superintendent.

#### Section 15.3      Superintendent (Step 2)

If no satisfactory settlement is reached at Step 1, the grievance may be appealed to Step 2, Superintendent or designated representative, within ten (10) working days of receipt of the decision rendered in Step 1.

The Superintendent or designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within ten (10) working days upon receipt of the Step 2 appeal. The purpose of this meeting shall be to effect resolution of the grievance.

The Superintendent or designated representative shall provide a written decision, incorporating the specific reasons upon which the decision was based to the grievant(s), Association representative and immediate supervisor within ten (10) working days from the conclusion of the meeting.

#### Section 15.4      Arbitration (Step III)

If no satisfactory settlement is reached at Step 2, the Association within fifteen (15) working days of the receipt of the Step 2 decision may appeal the final decision of the Employer to the American Arbitration Association (AAA) or Federal Mediation and Conciliation Services (FMCS) for arbitration under the voluntary rules. Any grievance rising out of a violation of this Agreement may be submitted to arbitration.

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 the completion of the hearing.

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).

Section 15.5     Jurisdiction of Arbitrator

The Arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement.

The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

Section 15.6     Contract Construction

This agreement shall be construed such that no contractual rights are intended that would impact the following:

1. Any evaluation judgment, determination of qualifications of an applicant or employee.
2. The termination of services of any probationary employee.

Section 15.7     Time Limits

Time limits provided in this procedure may be extended by mutual agreement when signed by both parties.

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. Any grievance not advanced by the grievant within the time limits of that step shall be deemed resolved by the Employer's answer at the previous step.

Section 15.8     Accelerated Grievance Filing

In order to expedite grievance adjudication, the parties agree that any Association grievances or class action grievances involving more than one building will be lodged at Step II of this procedure.

Section 15.9     Reprisals

No reprisal of any kind will be taken by the Employer against any employee because of his/her participation in any grievance.

Section 15.10   Costs

The fees and expenses of the arbitrator shall be shared by the parties. All other expenses shall be borne by the party incurring them.

**ARTICLE 16: SAVINGS CLAUSE**

It is the parties' intent to stay within compliance of all Federal and State laws. All provisions shall be complied with unless declared invalid by a court of law. Any provision proven invalid shall be re-negotiated and shall not affect any other provision of this Agreement.

**ARTICLE 17: DURATION**

A. This agreement shall be effective September 1, 2023, and shall continue in effect until August 31, 2025.

B. Salary Enhancements:

- a. 2023-2024 New salary schedule matrix, added 1 Year Step to salary schedule, and a 1% salary increase in all cells and each level of the Education/Professional Standard Stipend
- b. 2024-2025 State inflationary rate for salary (IPD) added to each cell of the salary schedule and each level of the Education/Professional Standards Stipend
- c. 2025-26 negotiations will commence on or before May 1<sup>st</sup> of 2025

C. It is the intent of the District to provide the maximum salary allocation by the State as determined by the OSPI rules and regulations. The parties will meet to review available OSPI and District data concerning the District's salary allocation.

**ARTICLE 18: REOPENERS**

Either party may request to re-open this Agreement on changes made by the legislature or OSPI which may affect this Agreement.

**FOR THE DISTRICT**



Superintendent

11/13/2023

Date

**FOR THE ASSOCIATION**



PAEOP President

11/13/2023

Date

**PAEOP Salary Schedule**

Effective 9/1/2023

<b>2023-2024</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Payroll</b>
<b>Base</b>	\$20.78	\$24.14	\$27.08	\$31.19
<b>Year 1</b>	\$20.92	\$24.30	\$27.27	\$31.41
<b>Year 3</b>	\$21.40	\$24.86	\$27.89	\$32.12
<b>Year 5</b>	\$22.02	\$25.58	\$28.70	\$33.06
<b>Year 7</b>	\$22.65	\$26.31	\$29.51	\$34.01
<b>Year 10</b>	\$23.48	\$27.27	\$30.60	\$35.24
<b>Year 15</b>	\$24.52	\$28.48	\$31.95	\$36.80
<b>Year 20</b>	\$25.76	\$29.93	\$33.56	\$38.67

\* Year 10 through 19 - Additional Longevity Stipend of \$500.00

\*\* Year 20 and above – Additional Longevity Stipend of \$1000.00

**Longevity Stipends** will be paid on the September warrant.

# APPENDIX A

## Performance Evaluation Report

Name (last)		(first)		(middle initial)		Period of Report		Job Title	
School or Department				Evaluation Type		Probation <input type="checkbox"/> Annual <input type="checkbox"/> Other <input type="checkbox"/>		Date	
Goals/Professional Development Plan								Evaluator's Comments: (Explain negative response.)	
Job Knowledge	Inadequate Knowledge Of work <input type="checkbox"/>	Limited Knowledge Of Work <input type="checkbox"/>	Has adequate Knowledge of Work <input type="checkbox"/>	Well informed- General knowledge Of Job <input type="checkbox"/>	Has exceptionally Thorough Working knowledge <input type="checkbox"/>				
Quality of Work	Very Slow Worker <input type="checkbox"/>	Produces below what can and should be done <input type="checkbox"/>	Meets job requirements <input type="checkbox"/>	Good quality work, very few errors <input type="checkbox"/>	Exceptionally accurate, high quality work <input type="checkbox"/>				
Cooperation	Uncooperative <input type="checkbox"/>	Cooperates Reluctantly <input type="checkbox"/>	Acceptable <input type="checkbox"/>	Cooperates and gets along well with others <input type="checkbox"/>	Exceptionally Cooperative <input type="checkbox"/>				
Dependability	Work must be closely supervised <input type="checkbox"/>	Needs more supervision than others doing the same work <input type="checkbox"/>	Can be entrusted to do a job w/routine supervision <input type="checkbox"/>	Works well, requires minimal supervision <input type="checkbox"/>	Justifies utmost confidence; carries out work in detail <input type="checkbox"/>				
Adaptability	Has difficulty in making adjustments to new conditions <input type="checkbox"/>	Has difficulty when shifted to new or different work <input type="checkbox"/>	Satisfactory on new or different work <input type="checkbox"/>	Accepts new or different work, adjusts quickly <input type="checkbox"/>	Highly flexible, can be used effectively on several types of work <input type="checkbox"/>				
Initiative	Lacks Initiative <input type="checkbox"/>	Rarely shows initiative <input type="checkbox"/>	Routine Initiative <input type="checkbox"/>	Good Initiative <input type="checkbox"/>	Strong Initiative <input type="checkbox"/>				
Personal Appearance	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>							
Attendance and Punctuality	Undependable <input type="checkbox"/>	Frequently absent or late <input type="checkbox"/>	Occasionally absent or late <input type="checkbox"/>	Rarely absent or late <input type="checkbox"/>	Never late or absent <input type="checkbox"/>				
Attitude	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>							
Summary:									
<input type="checkbox"/> Review of job description complete and signed job description attached.									
Overall performance rating:									
Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>									
Principal or Supervisor:									
Date: _____									
Employee Signature: _____ Date: _____									
This signature below does not necessarily imply that the employee agrees with the preceding report, but only that he/she has seen and discussed it with the evaluator and/or supervisor:									

APPENDIX B

**Port Angeles School District  
PAEOP Professional Growth Option**

Name: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Job Title: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Review of job description complete and signed job description attached.

- A. Job Knowledge – applies and demonstrates knowledge/skills for the successful performance of duties**
- B. Human Relations – relationships with students, teachers, public and co-workers**
- C. Attitude – prompt, regular in attendance, enthusiastic, receptive to new ideas**
- D. Goals/Professional Development Plan**

**Port Angeles School District  
PAEOP Staff Optional Annual Evaluation Form  
Page 2**

**E. Any comments for improvement in any of the four areas should be noted in the space provided below:**

**F. Employee's Comments:**

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Supervisor's Signature**

\_\_\_\_\_  
**Date**

*Signature of employee confirms receipt of evaluation; it does not represent acceptance of contents.*

