# **Collective Bargaining Agreement**



**Hockinson Education Support Personnel** (HESP)

and

**Hockinson School Board of Directors** (HSD)

2024-2027

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47 **PREAMBLE** 48 49 50 In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining 51 Act (hereinafter the Act); and 52 53 To promote the continued improvement of the relationship between the Hockinson School 54 District and the classified employees of said District; and 55 To provide a uniform basis for implementing the right of public employees to join the Hockinson 56 Educational Support Personnel Association/Washington Education Association and to be 57 represented by such organization in matters concerning their employment relations with the 58 59 District; and 60 61 To set forth prescribed rights of the classified employees of the School District; and 62 63 To enable the classified employees more fully to participate in and contribute to the development of policies pertaining to wages, hours and working conditions and other matters of 64 65 mutual concern; 66 67 The diversity of our student body, our community and our staff is a strength that benefits our 68 community and should be celebrated. We are committed to fostering a learning environment 69 where diversity is encouraged, and to recruiting and retaining a diverse workforce to provide all 70 students with a better chance of seeing themselves as part of the education system. It is 71 important that children of all races, cultures, and backgrounds are provided with familiar role 72 models in schools. We are committed to hiring the best employees of all backgrounds who will 73 bring their unique talents and skills into our school system. The district shall employ staffing 74 processes that support and foster diversity in its staff through recruitment, employment, training and of employees. 75 76 This Agreement is made and entered into on this 18th day of June 2024, by and between the 77 78 District and the Association. 79

### **ARTICLE I- ADMINISTRATION** 80 81 SECTION 1 – RECOGNITION 82 83 1.1 84 The District hereby recognizes the Hockinson Education Support Personnel 85 Association/Washington Education/National Education Association as the exclusive bargaining representative for all the classified employees in the bargaining unit 86 described in Section 1.2. 87 88 89 The bargaining unit to which this Agreement is applicable is as follows: All fulltime and 1.2 90 regular part-time classified employees of the Hockinson School District #98, in any of the 91 following job classifications: secretarial, clerical, custodial, aides and paraprofessionals, 92 media support and maintenance, campus security, and grounds, excluding: confidential 93 employees, custodial and maintenance supervisors, and network coordinators. 94 95 1.3 The term "Association" when used hereinafter in the Agreement shall refer to the 96 Educational Support Personnel Association/Washington Education Association. 97 98 1.4 The term "employee" when used hereinafter in the Agreement shall refer to all classified 99 employees represented by the Association. 100 101 1.5 Unless the context in which they are used clearly requires otherwise, words used in the 102 Agreement denoting gender shall include both the masculine and feminine; words denoting number shall include both the singular and plural; and the word "day" shall 103 104 mean the employee's working day. 105 106 **SECTION 2 – STATUS OF AGREEMENT** 107 108 2.1 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices 109 of the District which shall be contrary to or inconsistent with its terms. 110 2.2 111 The duties of any employee or the responsibilities of any position in the bargaining unit shall not be altered except as provided for in this Agreement. 112 113 114

115	2.3	The effective date of this Agreement and any successor Agreement shall be September
116		1st or the day after the termination date of the previous Collective Bargaining Agreement.
l 1 <i>7</i>		
118	2.4	All past practices of employment pertaining to wages, hours and conditions of
119		employment shall be continued at not less than the standards in effect in the District at
120		the time this Agreement is signed.
121		
122	2.5	This Agreement may be reopened on any item(s) during the term of the contract by
123		mutual consent of the parties. The parties agree to re-open only on issues mutually
124		agreed upon or relating to legislative actions impacting members of the bargaining unit.
125		
126 127	2.6	All items shall continue in full force and effect until a successor Agreement is negotiated.
128	2.7	If an individual contract contains any language inconsistent with this Agreement, the
129		Agreement shall be the controlling document.
130		
131 132	SEC	TION 3 – CONFORMITY TO LAW
133	3.1	This Agreement shall be governed and construed according to the Constitution and
134		Laws of the State of Washington. If any provisions of this Agreement, or any application
135		of this Agreement to any employee or groups of employees covered hereby shall be
136		found contrary to law by a tribunal of competent jurisdiction, such provision or application
I 37		shall have effect only to the extent permitted by law, and all other provisions or
138		applications of the Agreement shall continue in full force and effect.
139		
140	3.2	In the event a provision(s) is determined to be contrary to law as stated in 3.1, such
141		provision shall be renegotiated. Negotiation shall commence within two (2) weeks after
142		receipt of the written tribunal decision.
143		
144	3.3	The parties will enter negotiations for the purpose of attempting to arrive at a mutually
145		satisfactory replacement of such provisions(s).
146		
l 47 l 48	SEC	TION 4 – DISTRIBUTION OF AGREEMENT
149	4.1	Following ratification and signing of this Agreement, the District shall design, prepare the
150		camera-ready copy, and print two copies of this Agreement. One copy will be delivered Page 6 of 51

151		to the Association and the other copy will be kept on file by the District. The District will
152		make an electronic copy available through the District's website for all employees and
153		will include in-service on how to access it during the first staff meeting of the year and all
154		new employee orientations.
155		
156	4.2	There shall be two (2) signed copies of the final Agreement for the purpose of records.
1 <i>57</i>		One shall be retained by the District, and one by the Association. The District will print
158		twenty (20) copies of the Collective Bargaining Agreement to disseminate to union
159		representatives.
160		
161 162	SEC	TION 5 - AGREEMENT / ADMINISTRATION / INTERPRETATION
163	5.1	Upon written request by either party, the Association, officials and district administrators
164		shall meet to discuss school problems relating to interpretation or compliance with this
165		Collective Bargaining Agreement or other problems. When a written request is made, the
166		meeting shall be held within five (5) working days.
167		
168	ART	ICLE II BUSINESS
169	0 1	
170		
1/1	Sect	ion 1 – DUES, DEDUCTIONS AND REPRESENTATION FEES
172	1.1	The Association and its affiliates (WEA/NEA) shall have the exclusive rights of automatic
172 173		The Association and its affiliates (WEA/NEA) shall have the exclusive rights of automatic payroll deduction of membership dues, and assessments for the employees in the
172 173 174		The Association and its affiliates (WEA/NEA) shall have the exclusive rights of automatic
172 173 174 175		The Association and its affiliates (WEA/NEA) shall have the exclusive rights of automatic payroll deduction of membership dues, and assessments for the employees in the
172 173 174 175 176	1.1	The Association and its affiliates (WEA/NEA) shall have the exclusive rights of automatic payroll deduction of membership dues, and assessments for the employees in the bargaining unit.  The District shall deduct from the employee's salary, each pay period, the dues required
172 173 174 175 176	1.1	The Association and its affiliates (WEA/NEA) shall have the exclusive rights of automatic payroll deduction of membership dues, and assessments for the employees in the bargaining unit.
172 173 174 175 176 177	1.1	The Association and its affiliates (WEA/NEA) shall have the exclusive rights of automatic payroll deduction of membership dues, and assessments for the employees in the bargaining unit.  The District shall deduct from the employee's salary, each pay period, the dues required
172 173 174 175 176 177 178	1.1	The Association and its affiliates (WEA/NEA) shall have the exclusive rights of automatic payroll deduction of membership dues, and assessments for the employees in the bargaining unit.  The District shall deduct from the employee's salary, each pay period, the dues required of membership.
171 172 173 174 175 176 177 178 179 180	1.1	The Association and its affiliates (WEA/NEA) shall have the exclusive rights of automatic payroll deduction of membership dues, and assessments for the employees in the bargaining unit.  The District shall deduct from the employee's salary, each pay period, the dues required of membership.  The District shall transmit the dues to the Washington Education Association each pay
172 173 174 175 176 177 178 179 180 181	1.1	The Association and its affiliates (WEA/NEA) shall have the exclusive rights of automatic payroll deduction of membership dues, and assessments for the employees in the bargaining unit.  The District shall deduct from the employee's salary, each pay period, the dues required of membership.  The District shall transmit the dues to the Washington Education Association each pay
172 173 174 175 176 177 178 179	1.1	The Association and its affiliates (WEA/NEA) shall have the exclusive rights of automatic payroll deduction of membership dues, and assessments for the employees in the bargaining unit.  The District shall deduct from the employee's salary, each pay period, the dues required of membership.  The District shall transmit the dues to the Washington Education Association each pay period.

186 187 2.2 The Association shall be provided with bulletin boards, or sections thereof, for the 188 purpose of posting Association materials. The Association may place Association 189 materials in district employee mailboxes. 190 191 2.3 The local Association shall have the right to use school facilities and school equipment 192 for meetings, including computers, email, photocopying machines, other duplicating 193 equipment, calculating machines, and all types of audio visual equipment when such 194 equipment is not otherwise in use, and with prior notification to the Supervisor. 195 196 The Association shall pay for the cost of all materials and supplies incident to such use 197 and shall be responsible for proper operation of all such equipment. 198 199 2.4 Duly authorized representative of the State of National levels of the Association shall be 200 permitted to transact official Association business on school property provided that this 201 shall not interfere with nor interrupt normal school operations. 202 203 2.5 Employees shall be represented by Association Representatives, or in the absence of 204 the regular Representative, by an alternative Representative. The Association shall 205 furnish, in writing, to the District the names of Representatives and alternate 206 Representative, upon their election or appointment. The Representative, during working 207 hours, may represent employees and spend reasonable time to investigate and present 208 grievances to the District with the Association and District sharing substitute costs 209 equally. 210 211 Should it become necessary for a Representative to leave his/her place of work in order 212 to represent an employee or investigate a grievance, the Representative shall notify their 213 supervisor and give the name of the employee their is going to see. The Representative 214 shall notify the supervisor upon their return to work. 215 2.6 216 The District agrees to furnish to the Association in response to reasonable requests 217 pursuant to RCW 42.56, all available information concerning the financial resources of 218 the District, including but not limited to annual financial reports and audits; register of 219 bargaining unit personnel; tentative budgetary requirements and allocation; agenda and 220 minutes of all School Board meetings; treasurer's reports; census and membership data;

221		names and addresses of all employees; salaries paid thereto; and such other
222		information as will assist the Association in developing intelligent, accurate, informed,
223		and constructive programs on behalf of the employees, together with information which
224		may be necessary for the Association to process any grievance or complaint.
225		
226	2.7	The District shall grant twenty-five (25) days leave to the Association for use by the
227		President or their designee(s) to conduct Association business or attend trainings or
228		meetings.
229		
230		The employee must provide their supervisor with forty-eight (48) hours prior notice.
231		Employee substitute costs will be paid for by the Association.
232		
233	2.8	The rights and privileges of the Association and its representatives as set forth in this
234		Agreement shall be granted only to the Association as the exclusive representative of
235		the employees and to no other organization claiming to represent any portion of the unit
236		or potential member of the unit.
237		
238	2.9	On or before the first day of October, the District shall provide the Association with
239		information regarding each employee in the bargaining unit.
240		
241	2.10	The District will provide the Association facility space to house Association materials, a
242		file cabinet and storage. The Association acknowledges that staff and student needs
243		may precipitate facility space either reduced or moved.
244		
245	2.11	The District shall afford the HESP leadership/representatives time at the end of the
246		District and building classified meetings to meet with the HESP members. This meeting
247		time will be unpaid.
248		
249	ARTI	CLE III – PERSONNEL
250		
251 252	SECT	TION I – EMPLOYMENT PROCEDURES
253	1.1	The District and Association recognize seven (7) categories of employees. Bargaining
254		unit work shall be performed only by employees in one (1) of the seven (7) following
255		categories:

256		A.	Full-Time 9/10 – Month Position:
257			An employee who is employed no less than thirty-two and a half (32.5) hours per
258			week or six and a half (6.5) hours per day.
259			
260		B.	Full-Time 12-Month Position:
261			An employee who is employed no less than forty (40) hours per week or eight (8)
262			hours per day, with a maximum 260 days per contract year, starting in 2016-2017
263			school year.
264			
265		C.	Part-Time 9/10-Month Position:
266			An employee who is employed less than thirty-two and a half (32.5) hours per
267			week or six and a half (6.5) hours per day.
268			
269		D.	Part-Time 12-Month Position:
270			An employee who is employed less than forty (40) hours per week or (8) hours
271			per day, with a maximum 260 days per contract year, starting in 2016-2017.
272			
273		E.	Probationary:
274			An employee who is newly hired to fill a full or part-time position shall serve a
275			probationary period of ninety (90) work days.
276			
277		F.	Substitute:
278			An employee who is employed to fill a full or part-time position on per diem basis
279			while the regular employee is absent or an approved leave. It is expressly
280			understood and agreed that a substitute shall in no case will a vacant bargaining
281			unit position for a period in excess of the probationary period as above defined.
282			
283		G.	Temporary:
284			If not filling a vacated bargaining unit position, a temporary position can be
285			created for one (1) school year. If a temporary is needed for the second school
286			year, then a posting will occur and a permanent position will be created.
287			
288	1.2	In no c	case shall employees be requested or required to perform any duty normally
289		perforr	med by a certificated employee except for short periods of time for instructional or
290		testing	purposes when under the supervision of a certificated staff member.

291 292 1.3 The District shall enter into no contract which will result in work being provided, 293 supervised or otherwise influenced by any person, organization, group or company other 294 than persons directly employed by the District and who are members of the bargaining 295 unit as defined in Article I, Section I of this Agreement. This section is applicable to 296 employees as defined in Article I Section 1.2. 297 298 1.4 Seniority shall be defined as the length of service within the Hockinson ESP bargaining 299 unit, not including any substitute service prior to hiring. Accumulation of seniority shall 300 begin on the employee's first working day. A paid holiday shall be counted as the first 301 working day in applicable situations. Hires made at the beginning of the school year shall 302 have a seniority date of September first (1st). In the event that more than one (1) 303 individual employee has the same starting date of work, position on the seniority list shall 304 be determined by casting lots. 305 306 1.5 Probationary employees shall have no seniority until completion of the probationary 307 period at which time their seniority shall revert to their first day of work. 308 309 1.6 Each employee shall have a seniority date to reflect their most recent date of hire by the 310 District, as defined above. Any breaks in service ends placement on the seniority list. If 311 the member returns at a later date, the date of their rehire becomes their first date of 312 continuous employment. Employees who take leave due to family-related or medical 313 issues shall have their seniority continue to accrue. 314 1.7 315 The District shall prepare, maintain and post the seniority list. The initial seniority list 316 shall be prepared and given to the union president who will submit it to each member of 317 the bargaining unit, within thirty (30) days after the effective date of this Agreement with 318 revisions and updates prepared and given annually thereafter. A copy of the seniority list 319 and subsequent revisions shall be furnished to the Association. 320 321 1.8 Summer work will follow normal posting procedures as open temporary positions. 322 Current employees will be considered for summer positions for which they are qualified 323 prior to outside applicants with exception to categorically funded positions. Categorical 324 positions will first be offered to current staff in said program before job is posted. 325

326 1.9 Any employee who has been incapacitated at his regular work by injury or compensable 327 occupational disease while employed by the District may be employed at other work on a job that is operated by the District and which they can do without regard to any 328 329 seniority provision on this agreement. 330 331 1.10 Seniority shall be lost by an employee upon termination, resignation, retirement or 332 transfer to a non-bargaining unit position. 333 334 1.11 An employee who is resigning shall give two (2) weeks' notice. A resigning employee 335 shall be entitled to all accrued benefits, provided proper notice has been given. 336 337 In the event that the District assigns an employee to perform services regularly 1.12 performed by an employee with a classification having a higher rate of pay, the assigned 338 employee will be paid at the higher rate, their own longevity, beginning on the 3<sup>rd</sup> full 339 consecutive shift. Categorically funded staff may only bump up to gain additional hours 340 before or after their assigned shift. 341 342 343 Classification in this instance means moving from one group on the salary schedule to 344 another. This does not include moving from one aide position to another or one 345 custodian position to another. In the event that the District assigns a custodian to the 346 duties of the custodial/maintenance supervisor's position in his absence for more than 347 one working day, the assigned custodian shall be paid at their regular salary plus \$1.25 348 per hour. In the event an employee is temporarily assigned by the District to perform services of a classification with a lower rate of pay, the employee shall be paid at the 349 350 employee's normal rate of pay while performing said services. In the event that an 351 employee requests reassignment to the job classification at a lower rate of pay, then the 352 employee shall be paid at the rate of pay applicable for the classification requested. 353 Should changes to a position be substantial enough to reclassify the position, the 354 position shall be bargained by an Association representative. Job descriptions for such 355 positions will be provided to the Association. 356 357 1.13 Work Assignments will be the responsibility of the District through the appropriate 358 supervisor. All employees in the bargaining unit will be notified of assignments for the 359 coming year by July 15. Reasonable Assurance Letters will be used to notify employees of assignments for the next school year. 360

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If a regular employee works extra hours beyond their normal shift in either a temporary or substitute position, after 30 days (retroactive to the first day) they are entitled to additional benefits specifically defined as: Sick leave credit hours, personal leave credit hours, holiday pay and vacation hours where applicable. Retirement credit is determined by state rules. The rate of pay for the extra hours for such temporary work will be governed by provisions elsewhere in this collective bargaining agreement.

Additionally, the employee will be compensated for jury duty and bereavement leave provided that, if the temporary or substitute position ends during this leave, the employee's compensation reverts back to the original status.

## **SECTION 2 – DUE PROCESS**

2.1 No employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank, discharge, non-renewal, termination or other actions that would adversely affect the employee) without just and sufficient cause. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing within ten (10) days.

2.2 An employee shall be entitled to have present a representative of the Association during any disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the Association is present. If the employee requests Association representation, then the District may be represented by additional persons of its choosing.

2.3

The District agrees to follow a policy of progressive discipline which minimally includes verbal warning, reprimand, and suspension without pay, with non-renewal or discharge as a final and last resort. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. Certain infractions, because of their severity, would permit the bypass of the initial steps of progressive discipline (e.g., egregious conduct; offenses identified in the RCW's and WAC's as grounds for dismissal or discharge). An employee may be put on administrative leave with pay and without prejudice pending the outcome of an investigation.

396 397 398 399 400 401	2.4	Any written complaint made against an employee by any parent, student, teacher or other person will be promptly called to the attention of the employee. Any written complaint not called to the attention of the employee within ten (10) working days after the District's knowledge of the complaint may not be used as the basis for any disciplinary action against the employee.
402	2.5	Non-probationary employees who are not offered an opportunity to work in a second
403		academic year, after having been notified by the District that they would have
404		employment, will be eligible for retroactive unemployment benefits based on the
405		guidelines established by Washington State Employment Security. In order to be eligible
406		for retroactive benefits, an employee must file a timely claim for benefits for each week
407		for which retroactive benefits would be sought.
408		
409	2.6	Employees who are terminated shall be given all accrued benefits to the date of
410		termination.
411		
412 413		SECTION 3 – LAYOFF AND RECALL
414	3.1	Layoff shall be defined as a necessary reduction in the work force beyond the normal
415		attrition due to a shortage of funds.
416		
417	3.2	No employee shall be laid off pursuant to a necessary reduction in the work force unless
418		said employee has been given ten (10) workdays' notice.
419		
420	3.3	In the event of a necessary reduction in work force, the District shall first lay off newly
421		hired probationary employees, then the least senior employees. In no case shall a new
422		employee be employed by the District while there are laid off employees who are
423		qualified for a vacant or newly created position.
424		
425	3.4	Employees whose positions have been eliminated due to reduction in work force or who
426		have been affected by a layoff shall have the right to assume a position for which they
427		are qualified.
428		
429	3.5	In the event of a reduction in the work hours in a department, an employee may claim
430		seniority over another employee for the purpose of maintaining their normal work

431 schedule, provided they have greater departmental seniority than the employee they 432 seeks to replace. In no case shall a reduction of any employee's work hours take effect 433 until the District gives ten (10) workdays written notice to the affected employee(s). 434 435 3.6 After a twenty-six (26) week break in service, a laid-off employee shall, upon application, 436 and at their option, be granted priority status on the substitute list according to their 437 seniority. Laid off employees may continue their health, dental insurance benefits by 438 paying the regular monthly per subscriber group rate premium and be allowed to 439 continue such coverage for the period specified by COBRA regulations. 440 441 3.7 Laid-off employees shall be recalled in reverse order of layoff to any position for which 442 they are qualified. Any employee who has served more than ninety (90) workdays in a 443 classification within the past two (2) years shall be deemed qualified for any position in 444 that classification. 445 446 3.8 Notices of recall shall be sent by certified or registered mail to the last known address as 447 shown on the District's records. The recall notice shall state the time and date on which 448 the employee is to report back to work. It shall be the employee's responsibility to keep 449 the District notified as to their current mailing address. A recalled employee shall be 450 given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The District may fill the position on a temporary basis until 451 452 the recalled employee can report for work providing the employee reports within (5) day 453 period. Employees recalled to work for which they are qualified are obligated to take said 454 work. An employee who declines recall to perform work for which they are qualified shall forfeit their seniority rights and recall for employment rights. 455 456 457 3.9 Employees on layoff shall retain their seniority for purposes of recall for a period of two 458 (2) years. 459 460 3.10 Employees who are assigned outside their current job classification as result of layoff 461 shall be provided retraining and orientation to the new assignment without cost to the 462 employee. The extent of such training will be determined by the District. 463 464 3.11 Should a vacancy occur within the employee's former job classification, the employee 465 shall have first right to return to said job previous to other employees being recalled from

layoff, transferred or a new employee hired, provided the vacancy occurs within one (1) year of the original change of jobs.

3.12

Unused accumulated sick leave shall be restored to the employee upon their return to active employment. The employee shall be placed on the proper wage rate for the employee's current classification and experience.

## **SECTION 4 - EMPLOYEE RIGHTS**

 4.1 The District hereby agrees that employees shall have the rights to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law of the state of Washington, the District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the act of other laws of Washington or the Constitutions of Washington and the United States, that it will not discriminate against any employee with respect to hours, wages, or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association or collective negotiations with the District, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

4.2 Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights they may have under applicable laws and regulations. These rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

4.3 The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the District. However, the District expects responsible behavior when employees are active in the community and expects that employees shall refrain from discriminatory actions or behaviors that may negatively impact protected classes as a part of their position.

Religious and political activities of employees will be confined to personal and private time outside of assigned work hours.

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The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, families with children, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person.

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# **SECTION 5 – PERSONNEL FILES**

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5.1 Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as employment references leaving the District. Upon request, a copy at District expense of any documents contained therein shall be afforded the employee. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District. Anyone at the employee's request may be present in this review.

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5.2

Any derogatory material not shown to an employee in a timely manner after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. 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 the employee's knowledge and opportunity to attach their own comments. Upon the request of the employee, the Superintendent will review any negative piece of information (excluding evaluations) contained in the personnel file over two (2) years old. If the Superintendent agrees that the negative information is no longer relevant or reflective of the employee's current work performance, they will remove the information from the file and give it to the employee.

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## **SECTION 6 – EMPLOYEE PROTECTION**

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6.1

The District agrees to maintain liability insurance or self-insurance that provides coverage for employees that indemnifies and defends them from financial loss, including reasonable attorney fees, arising out of claims, demands, suits, or judgments to the extent specified and for the conduct covered in said liability policies or self-insurance agreements as not existing or hereafter amended. Upon request of an employee, the District further agrees to indemnify and hold harmless employees for actions, claims or

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proceedings instituted against them arising out of the performance or failure of 536 537 performance of duties for, or employment with the District, and to provide an attorney of 538 the District's choosing to defend the employee against such claims, unless the District 539 determines that the employee was not acting in good faith or within the scope of his or her employment with or duties for the District. 540 541 6.2 542 The Southwest Washington Workers' Compensation Trust (SWWCT), on behalf of the 543 District, shall reimburse employees for the cost of medical, surgical, or hospital services 544 (less the amount of any insurance reimbursement) incurred as a result of any injury sustained in the course of their employment. The liability under this section shall be 545 546 limited to the amount specified by the Southwest Washington Workers' Compensation 547 Trust. 548 549 6.3 The District shall provide employees with insurance protection covering them while they 550 are engaged in the maintenance of order and discipline and the protection of school 551 personnel and students and the property thereof. Such insurance must include 552 protection for employees from loss or damage to their personal property incurred while 553 engaged in any supervisory capacity as designated by the District. 554 555 The District or its insurer(s) will reimburse the employee for the full cost of replacement 556 of loss or damage to personal property up to \$1,500.00 caused while such employee is engaged in: (1) the maintenance of order and discipline: (2) the protection of school 557 558 personnel, school property, or students; or (3) the supervision of students or school 559 equipment. 560 561 The District will provide specialized protective clothing to employees as required by the 562 job and approved by the supervisor. Grounds and Maintenance staff will be reimbursed 563 up to \$250 annually for appropriate work boots and/or coat. Custodial, Security, and General Duty Aides for whom the majority of their time is spent outside will be 564 565 reimbursed up to \$100 annually for appropriate footwear and/or coat. 566 567 Custodial/Grounds/Maintenance staff shall be provided a set of five (5) T-shirts 568 identifying them as Hockinson School District Staff annually. 569

6.4 District liability, if any, for onsite damage to employee automobiles will be determined on 570 a case by case basis. Claims that meet the requirements of this section will be paid 571 572 within one accounting cycle of receipt and validation of the claim. 573 574 **SECTION 7 – VOLUNTARY TRANSFERS** 575 Notification of Vacancies: 7.1 576 577 A. Date: The District shall deliver to the Association President a list of the known 578 vacancies. 579 B. Filing Requests: Employees who desire to transfer to another building or job 580 581 may file a written statement of such desire with the Superintendent or their 582 designee. Such statement shall include the job, school or schools to which they 583 desire to be transferred, in order of preference. Such requests for transfers for 584 the following year shall be submitted no later than June 1 unless the opening for 585 which the transfer is desired occurs after June 1. Building in this instance refers 586 to school campus, not the individual buildings on that campus. 587 588 C. If the omnibus appropriations act has not been passed by the Legislature for the 589 biennium by the end of the regular session in the odd years, the notification shall be given, in writing, no later than five (5) days following the end of the final 590 591 session of the Legislature. 592 593 D. Notification: As soon as practicable, and no later than October 1, the 594 Superintendent or their designee shall deliver to the Association a system wide 595 schedule showing the names of all employees who have been transferred and 596 the nature of such transfer. 597 598 7.2 Transfer Criteria: In the determination of requests for voluntary transfer, for a posted, 599 open position, the employee with the most seniority shall receive the transfer, assuming 600 they meet the minimum qualifications. 601 7.3 602 Transfers to open positions shall not be permitted during the probationary period, unless 603 approved by the current evaluator.

## **SECTION 8 – INVOLUNTARY TRANSFERS**

8.1 Use of Voluntary Requests:

The District shall first ask for volunteers. No vacancy shall be filled by means of involuntary transfer if there is a qualified volunteer available to fill the said position.

#### Notice:

If notice of an involuntary transfer is necessary, then an employee's area of competence, length of service in the District, length of service in the particular school building, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which employee is to be transferred.

## Meeting and Appeal:

An involuntary transfer shall be made only after a meeting between the employee involved and the immediate supervisor, at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer at this meeting, upon the request of the employee, the Superintendent shall meet with him/her. The employee may, at their option, have an Association representative present at such meeting. The District may, at its option, have more than one person present at such meeting.

## **Involuntary Transfer Priorities:**

A list of open positions in the School District shall be made available to all employees being involuntarily transferred. Such employees may request the positions, in order of preference, to which they desire to be transferred. All such employees shall be given adequate time off for the purpose of visiting schools at which open positions exist. Employees being involuntarily transferred from their present position shall have preference over those seeking voluntary transfer in regard to choice among those positions which are vacant. An employee being involuntary transferred shall be placed in an equivalent position when there is an opening in such position. Where there are no position openings in an equivalent position, the employee will be placed in another position as close to equivalency as possible. Equivalent position means one which does not involve reduction in rank or in total compensation.

**SECTION 9 - PROMOTIONS** 639 640 641 9.1 Promotional positions are those positions paying a higher salary differential and/or 642 positions on the administrator/supervisory levels of responsibility. 643 9.2 644 The District may post internally and externally at the same time for positions. Posting of 645 open positions shall be accomplished by placing the job announced on the District 646 website and by an e-mail which will be sent to all bargaining unit members. Interested 647 internal candidates need, at a minimum, to submit a letter of interest to HR within the 648 first five (5) days of posting. External applicants will only be considered after the internal 649 applicants. In the determination of requests for internal promotion for a posted, open 650 position, the employee with the most seniority shall receive the position assuming they 651 meet the minimum qualifications. When moving into the promoted position, the 652 employee will have a new ninety (90) day probation period. 653 654 9.3 Promotions to open positions shall not be permitted during the probationary period, 655 unless approved by the current evaluator. If approved, they will be considered with 656 external applicants. **SECTION 10 – MISCELLANEOUS WORKING CONDITIONS** 657 658 659 10.1 Employees shall not be required to work under unsafe or hazardous conditions or to 660 perform tasks which endanger their health, safety, or well-being. 661 10.2 In the absence of a building supervisor (principal), or designee, employees shall not be 662 663 held accountable or made responsible for the administration or supervision of the 664 building. 665 10.3 The District shall provide adequate rest areas, lounges and restrooms for employee-use. 666 667 10.4 668 The District shall support and assist employees with respect to the maintenance of 669 control and discipline of students in the employees assigned work area. The District or 670 its designated representative shall take reasonable steps to relieve the employees of 671 responsibilities in respect to students who are disruptive or repeatedly violate rules and 672 regulations. 673

An employee may use such physical force with a student as is necessary to protect 674 10.5 him/herself, a fellow employee, a teacher, an administrator or another student from 675 676 attack, physical abuse or injury, or to prevent damage to District property. All staff 677 required to work with or supervise students with special needs will be notified prior to supervision, when possible. A communication device will be provided to the 18-21 678 679 Transition Program Paraeducator(s) while off campus with students. 680 681 10.6 The District is committed to supporting employees who regularly use the Skyward 682 system as part of their duties by sending at least three employees to the annual 683 WASWUG conference. The District will survey interested parties and the opportunity will 684 be granted to one individual from each campus. Selection of attendees will be made by 685 the District. If there is no interest from a specific campus, the opportunity may be 686 extended to other campuses. The District will pay the registration and hotel costs and 687 will frontload the employee's meals at per diem rate for the city in advance of travel. 688 689 In addition, The District will provide a minimum of five thousand dollars (\$5,000) annually 690 for employee-requested training or coursework. Each employee will be able to request 691 up to five hundred dollars (\$500) per year on a first-come/first-serve basis. In August of 692 each year, employees may draw on remaining money in the pool for previously 693 approved activities that exceeded the \$500 allocation. Up to three thousand dollars 694 (\$3,000) of unused funds may be rolled to the next year for a maximum of eight 695 thousand dollars (\$8,000) year over year. 696 697 The money may be used to reimburse training and course work fees, tuition, and 698 required class materials. Training requires prior administrative approval and shall 699 enhance the employee's job qualifications for their position. 700 701 10.7 Employees attending training courses or seminars requested by the employee and 702 approved by the District will suffer no loss of regular salary if the course requires them to 703 attend during their regular employment time. Expenses incurred for training, course work 704 fees, and tuition will be paid by the District up front. 705 706 The daily per diem for employee meals shall be determined using the standards 707 established by the Washington State Office of Financial Management and provided to

708 the employee up front. The employee must submit a staff travel leave request and 709 conference schedule at least five working days prior to departure. 710 711 10.8 Employees attending training courses required by State regulation or District policy as a 712 condition of employment will be paid by the District at the employee's regular hourly rate 713 of pay for all time in attendance, plus any fee or tuition. 714 715 10.9 When training is deemed necessary by the District, new employees hired into the district 716 or existing employees who transfer to a new position, the District may grant up to 8 717 hours of job specific training during their contracted time. An employee may request an 718 additional eight (8) hours for a maximum of sixteen (16) hours of training. The District 719 will determine if it is appropriate to grant additional training. When the District asks an 720 employee to provide training to a fellow colleague a substitute will be provided if one is 721 available. With supervisor approval, employees will have the opportunity to take 722 professional development either during the workday (such as early release) or after the 723 workday through Flex hours. The District, shall offer training specific to each classified 724 job category during the workday at least once a year either directly or through 725 coordination with an outside agency such as WEA, ESD112, or other. 726 727 10.10 No employee shall be required to dispense or administer medication unless qualified and 728 legally authorized to do so. 729 730 10.11 An employee shall be responsible to only one (1) supervisor, said supervisor to be 731 designated by the District at the beginning of each school year. 732 733 10.12 The District recognizes that there are times when classified input is essential in making 734 building/site decisions. The District agrees to pay staff their hourly rate to attend 735 staff/district meetings that require their input as stakeholders/employees with principal 736 approval. 737 **SECTION 11 – HOURS OF WORKING AND OVERTIME** 738 739 11.1 The normal work year for school-term employees will be 180 school days and shall be 740 741 awarded additional "Flex" days (hours) for training, opening school, and closing school. 742 Flex hours is additional duty time that falls outside of the regular school schedule. Flex

hours are to be approved by the supervisor in advance and may not be worked in an overtime status. All Flex days are to be completed no later than June 30, unless approved by HR.

Flex hours for all paraeducators i.e. Sped, Title, Lap, MLL, Media Techs, will be approved by the Director of Special Education to ensure fulfillment of required training for FCS/GPS, Right Response, Ukeru, Etc. Flex hours for all other positions i.e. General Duty Aides, Secretaries, and Security staff will be approved by the building supervisor.

1

Position	High School	Middle School	Elementary School
	School Days/Flex	School Days/Flex	School Days/Flex
Lead Secretary	180/30	180/25	180/25
Assistant Secretary	180/5	180/13	180/10
Registrar	180/15	0	0
Athletic Secretary	180/20	0	0
Attendance Clerk	180/5	180/5	180/5
Bookkeeper	180/15	180/7	0
Media Tech	180/5	180/5	180/5
Security/Student Specialist	180/5	180/5	180/5
Paraeducator	180/5	180/5	180/5
General Duty Aide	180/3	180/3	180/3

The normal work year for all other employees shall be twelve (12) months, September 1 through August 31 for a maximum of 260 days.

A full time workday is considered to be eight (8) hours.

11.2 The normal work week is considered Monday through Friday.

11.3 Each employee shall be assigned to a definite shift with designated times of beginning and ending which shall not be changed. Work schedules showing the employee's shifts, work days and hours shall be given to each employee.

11.4 Each shift of more than five (5) hours per day shall include a thirty (30) minutes uninterrupted lunch period (which is not part of the compensated work day) as near the

middle of the shift as practicable, and also include a fifteen (15) minute first half and fifteen (15) minute second half rest period. Both such rest periods shall occur as near the middle of each half shift as is practicable.

11.5 A two (2) hour minimum recall time at the appropriate rate of pay, as determined by the day of recall shall be paid when an authorized supervisor calls an employee back to work.

11.6 All hours worked by an employee in excess of forty (40) hours in a given work week (7 consecutive days, Sunday thru Saturday) shall be compensated at one and one half (1.5 times the employee's hourly rate. For purposes of overtime pay calculation, holidays will be considered with worked hours. If an employee is asked to work on a Saturday, all hours worked on Saturday shall be compensated at one and one half (1.5) times the employee's rate so long as no portion of the week was in unpaid status. Additional hours and overtime pay must be pre-approved by the supervisor or designee such as the building principal except in emergency situations when the employee must report excess hours to his/her supervisor immediately the next working day. The District and the Association recognize that unforeseen or emergency situations may occur in which prior approval may not be attained (i.e. building security system alerts of facility malfunction which may create an unsafe environment for staff and students).

11.7 The opportunity to substitute for long-term leave-of-absence positions in the building shall first be offered to qualified current building employees in seniority order. The employee that serves in this position will retain all seniority rights and will return to their previous position when the temporary position expires.

11.8 The Employer shall provide substitutes as required by the absence of regular employees. Substitutes shall be used to perform bargaining unit work only during instances of absence by regular employees or when an unfilled temporary vacancy exists. In order to ensure the efficient operation and continuity within a building or department, promotion will be executed when a 24-hour notice is given to a member of the bargaining unit for that building or department to that position. The promotion will only apply to three (3) individual levels per occurrence. Promoted employees will be paid pursuant to Article 3, Section 1.12. Paraeducator substitutes covering a vacant position

800 will make the same rate as custodial subs or the first step on the salary schedule in the 801 column for paraeducators, whichever is greater. 802 803 Employees shall suffer no loss in wages, benefits, or contractual or statutory advantages 11.9 804 and will not be required to make up lost days due to building and or school closure by 805 the Superintendent. School or building closure is defined as the Superintendent 806 declaring that a hazardous condition or conditions exist which threatens the safety of 807 employees, not simply the suspension of classes as a result of transportation concerns 808 for pupils. This section applies only to 12-month personnel since workdays for all other personnel are determined by the official school calendar as established by the Board. 809 810 11.10 Any additional hours of extra work required by the District be offered to employees in the 811 812 respective classifications by seniority in each building providing their work schedule 813 which can accommodate the additional hours. When funding for short-term hours ceases 814 to exist, the employee(s) who received the hours will suffer the reduction. 815 816 If the work requires specialized skills, then the senior employee possessing the 817 specialized skills will be offered the work rather than the most senior employee unless 818 they possess the skills. 819 If the additional hours will require the employee to work more than 40 hours during the 820 821 work week, the work will be offered to another employee except in unusual 822 circumstances. 823 824 The District recognizes the impact of outside community programs on office staff, 825 maintenance and custodians. Additional hours may be budgeted and used to assist with 826 high impact extra-curricular activities, including but not limited to: Football, graduation, 827 basketball and Hockinson Fun Days. These arrangements must be approved prior to the 828 event by the building principal and the Superintendent. 829 **SECTION 12 – HOLIDAYS AND VACATIONS** 830 831 12.1 All employees shall receive the following paid holidays which fall within their work year: 832 833 A. New Year's Day B. 834 Martin Luther King Day

835		C.	President's Day
836		D.	Memorial Day
837		E.	Juneteenth
838		F.	Independence Day
839		G.	Labor Day
840		H.	Veteran's Day
841		I.	Thanksgiving Day
842		J.	Day after Thanksgiving
843		K.	Day before Christmas
844		L.	Christmas Day
845		M.	Day before New Year's Day
846			
847		Non-c	ontract days will be granted to 12 month employees who work the full contract
848		year ir	n years where the contract year exceeds 260 work days. These are unpaid days
849		and m	ust be taken as full days within the contract year. The Union will be consulted on
850		the da	y(s) and said days will be built into the calendar for all 12 month employees on
851		non-so	chool days.
852			
853	12.2	Unpai	d Religious Holiday:
854		Classi	fied employees may request two (2) unpaid religious holidays per calendar year
855		for a r	eason of faith or conscience or an organized activity conducted under the auspices
856		of a re	eligious denomination, church, or religious organization outside of state recognized
857		legal h	nolidays.
858			
859	12.3	Unwo	rked Holidays:
860		Eligibl	e employees shall receive pay equal to their normal work shift at their base rate in
861		effect	at the time the holiday occurs. An employee who is on the active payroll on the
862		holida	y and has worked either his last shift preceding the holiday or their first scheduled
863		shift s	ucceeding the holiday, and is not on unpaid leave of absence, shall be eligible for
864		pay fo	r such unworked holiday. An exception to this requirement will occur if the
865		emplo	yee is ill and is unable to work on either of such shifts. If staff have submitted their
866		two-w	eek resignation prior to the holiday, holiday(s) will be prorated based on the days
867		worke	d in the year.
868			
869	12.4	Worke	ed Holidays:

870 Employees who are required to work on the above-described holidays shall receive 871 twice their base rate for all hours worked on such holidays in addition to their holiday 872 pay. Employees must receive prior approval from their supervisor before working on 873 holidays. 874 875 12.5 Holidays During Vacation: Should a holiday occur while an employee is on vacation, the employee shall be allowed 876 877 to take one (1) extra day of vacation with pay in lieu of the holiday as such. 878 879 Vacations: 12.6 880 Twelve (12) month employees shall receive paid vacation time. Said vacation time may 881 be used by eligible employees at times of the employee's choosing subject only to the 882 condition where more than one employee requests the same vacation date(s) and work 883 scheduling demands reasonably prohibit all requesting employees from being absent at 884 the requested times. In such instances, the affected employee having the greatest 885 seniority shall be granted their preferred vacation date(s). 886 887 12.7 Vacation time is earned and may be accumulated from year-to-year up to a maximum of 888 forty (40) workdays. Upon termination, an employee shall be paid for all unused earned 889 vacation time based upon their then current rate of pay. Vacation time shall be computed 890 at the beginning of every contract year in September, with the exception of the 891 employee's first year, when it will be prorated per their employment date identified in the 892 following schedule: 893 First year 5 days 2<sup>nd</sup> - 5<sup>th</sup> vears 894 10 days 6<sup>th</sup> - 10<sup>th</sup> years 895 15 days 11th year or more 896 20 days 897 898 Vacation leave shall be requested in writing two (2) weeks in advance to ensure 899 adequate coverage. The maximum that can be cashed out at separation is forty (40) 900 days. 901 902 903

939

#### **SECTION 13 – SALARIES AND SALARY PAYMENT** 904 905 906 13.1 Salaries for employees subject to this Agreement during the term of the Agreement are 907 contained in Appendix A attached hereto and by this reference incorporated herein. 908 909 13.2 This section has been moved to bottom of salary schedule. 910 911 Increases shall be, at a minimum, that percentage increase appropriated by the 912 legislature for classified salaries on a yearly basis. 913 914 Each September, an employee shall be placed on the next higher step on the salary 13.3 schedule when employed during the preceding school year for at least half the annual 915 916 number of hours of the position. 917 918 13.4 Classified employees will have electronic payroll deposits and access their payment 919 information electronically through Skyward Employee Access. Electronic payroll deposits 920 shall be issued on the last banking day of the month. 921 922 13.5 All compensation owed to an employee who is leaving the District shall upon request be 923 paid on the payroll date in the month of termination if termination occurs prior to the 10th 924 day of the month. If termination occurs after the 10<sup>th</sup>, then compensation owed will be 925 paid on the payroll date for the following month. 926 927 All classified personnel will be paid in twelve (12) equal installments. Total yearly salary 13.6 928 based on hourly rate times number of hours worked per year will be computed. This total 929 will be divided by twelve (12) to arrive at the monthly salary to be paid. Adjustments to 930 salary for additional hours, overtime worked, or uncompensated leave taken will be 931 made monthly. Adjustments to total annual salary to assure correct amount paid will be 932 made in August of each year. 933 934 13.7 For the purposes of salary placement, the District shall consider all years of verified 935 experience in a like position at a pre-school, elementary or secondary public education 936 programs, elementary or secondary education programs conducted by an educational 937 service district, office of the superintendent of public instruction, the United States 938 department of education, or similar agency in another jurisdiction.

#### 940 **SECTION 14 – TRANSPORTATION REIMBURSEMENT** 941 942 14.1 When acting in accordance with assigned duties or when required to travel from one 943 building site to another in their own private vehicle during working hours, an employee 944 shall be reimbursed for such travel as the most current mileage rate allowed by IRS 945 regulations for business travel. 946 947 **SECTION 15 – INSURANCE AND FRINGE BENEFITS** 948 949 15.1 The parties recognize that effective January 1, 2020 the State of Washington will provide 950 employee health benefits insurance coverage through the School Employees Benefits 951 Board (SEBB) as administered by the Washington Health Care Authority. 952 953 School Employees Benefit Board (SEBB) Program Coverage and Benefits 954 Effective January 1, 2020, the District will implement the State's mandatory insurance 955 program administered by the Washington Health Care Authority through the School 956 Employees Benefits Board (SEBB). The District shall pay the full portion of the 957 employer contribution as adopted in the School Employees Health Care Coalition Agreement for all employees who meet the HCA's eligibility requirements as outlined 958 959 below. 960 961 For purposes of benefits provided under the SEBB, school year shall mean September 1 962 through August 31. Payroll deductions for eligible employee premiums to be paid to the 963 Health Care Authority (HCA) shall be made in the month in which the benefit is received 964 965 The District will provide employees with those benefits offered through SEBB, including: 966 Basic Life and Accidental Death and Dismemberment insurance (AD&D) a. 967 Basic Long-Term Disability insurance b. 968 Vision insurance c. 969 d. Dental insurance 970 Medical Plan insurance e. 971 972 Eligible employees may also: 973 Participate in the Medical Flexible Spending Arrangement (FSA) and Dependent a) 974 Care Assistance Program (DCAP) offered by SEBB. (FSA and DCAP require 975 mandatory annual enrollment.)

976 b) Enroll in a Health Savings Account (HSA) when they select a qualifying High 977 Deductible Health Plan (HDHP) for their medical insurance; provided that they 978 enroll within the required timeframes as provided in WAC 182-30-100. 979 c) Utilize the payroll deduction for any supplemental insurance that they enroll in 980 through SEBB, (e.g., AD&D, Long-Term Disability), as well as any voluntary 981 benefits bargainable by law outside of SEBB. 982 983 Eligibility 984 In accordance with WAC 182-31-030, the District will: Upon employment, inform employees in writing whether they are or are not 985 a. 986 eligible for SEBB benefits and of their right to appeal eligibility and enrollment 987 decisions. 988 b. Routinely monitor all employees' work hours to establish eligibility and maintain 989 the employer contribution toward SEBB benefits coverage. 990 C. Identify when a previously ineligible school employee becomes eligible or a 991 previously eligible school employee loses eligibility. 992 d. Inform an employee in writing whether they are eligible for SEBB and the 993 employer contribution whenever there is a change in work patterns such that the 994 school employee's eligibility status changes. In the event of such a change, the 995 District will inform the employee of the right to appeal eligibility and enrollment 996 decisions. 997 998 In accordance with WAC 182-31-040: 999 All employees, including substitutes, shall be eligible for full insurance coverage a. 1000 under the SEBB program if they are anticipated to work the minimum number of 1001 hours per school year required for SEBB eligibility. 1002 b. Employees who have worked at least the minimum number of hours per school 1003 year required for SEBB eligibility in each of the previous two school years and 1004 return to the same type of position or combination of positions with the same 1005 SEBB organization are presumed eligible for the employer contribution at the 1006 start of the school year. 1007 C. Should an employee who previously was not expected to be eligible for benefits 1008 under SEBB work the minimum number of hours per school year required for 1009 SEBB eligibility in one year, the employee will become eligible for benefits on the 1010 date they actually worked the minimum number of hours per school year required 1011 for SEBB eligibility in the school year. d. 1012 Employees hired on a date that prevents the minimum number of hours per school year required for SEBB eligibility because not enough days remain in the 1013 1014 year will be provided with benefits coverage in accordance with WAC 182-31-040 1015 (2)(d). 1016 Once eligibility for the employer contribution is established, it shall be maintained e. 1017 unless or until terminated in accordance WAC 182-31-050. 1018 1019 All compensated hours (e.g., regular, supplemental, overtime, coaching) in 1020 District positions shall count for purposes of establishing eligibility in accordance 1021 with WAC 182-31-040. 1022 1023 **Benefit Enrollment and Continuity of Coverage** 1024 In accordance with WAC 182-31-040, in the month of September (beginning 2020), benefit 1025 coverage for eligible employees begins their first day of work, provided the employee works on 1026 or before the first day of school. For all other eligible employees, benefit coverage will begin the 1027 first day of the month which follows the employee's first day of work. 1028 1029 Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the 1030 1031 eligibility requirements above. 1032 1033 **Leaves of Absence** 1034 Paid leave hours shall count towards eligibility for benefits, excluding any holiday hours. 1035 Employees on an approved unpaid leave will retain their employee/employer relationship. 1036 1037 An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the 1038 Washington State Paid Family Medical Leave Act (PFMLA) will continue to receive the employer 1039 contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.35.020. 1040 1041 **Benefit Termination** 1042 An employee eligible for benefits who terminates the employment relationship shall continue to 1043 receive benefits through their final month of employment per WAC 182-31-050.

1044 When employees eligible for benefits separate from employment after completion of the 1045 employee's full contract obligation, the separation will be effective August 31. In cases when an employee provides notice of an alternate date of resignation, the District will provide the 1046 1047 employee notification of the impact on benefit eligibility and coverage. 1048 1049 Self-Pay Continuation Coverage Options: The District will implement the SEBB Continuation 1050 Coverage Policies (2018-57, 2018-58, 2019-06, 2019-07) and communicate these options to 1051 employees. 1052 1053 This section of the agreement is subject to yearly revision based on then current Washington 1054 State laws. 1055 Washington State Paid Family Medical Leave 1056 1057 1058 Qualifying events eligible for PFML benefit are determined through WA State 1059 Employment Security Department. 1060 1061 The District will pay the employer portion of the PFML premium and the employee portion of the 1062 PFML premium to a maximum of 0.2533% of each employee's gross wages, not to exceed state 1063 maximum. 1064 **SECTION 16 – LEAVES** 1065 1066 1067 16.1 At the beginning of each work year, each employee shall be credited with advanced 1068 sick leave allowance of one (1) day per month for each month to be worked during the 1069 year. All nine (9) month employees will receive nine (9) sick days, all ten (10) month employees shall receive ten (10) sick days and all twelve (12) month employees shall 1070 1071 receive twelve (12) days of sick leave front loaded at the beginning of the school year. 1072 A day is defined as the number of contracted hours in an employee's work day. 1073 Individual sick leave allocations will be reviewed annually. Any employee who enters 1074 into unpaid sick leave unrelated to a potential FMLA/Shared Leave claim substantiated 1075 by a doctor may be changed to a monthly allocation schedule in the following year. 1076 1077 Employees may use frontloaded sick leave with the agreement that any leave used and 1078 paid will be adjusted back to the district should an employee leave employment for any 1079 reason i.e. terminations, resignations, retirement before the leave is actually earned and 1080 the cause is unrelated to a potential FMLA/Shared Leave claim substantiated by a 1081 doctor. 1082 1083 Employees may cash in unused sick leave days above an accumulation of sixty (60) 1084 days at a ratio of one (1) full day's pay for four (4) accumulated sick leave days. The 1085 employee may either cash in up to twelve (12) days per year on January 1st of each 1086 school year as stipulated in state regulations or cash in the entire accumulation at 1087 retirement at the rate of one (1) day's pay per four (4) days of accumulated leave. 1088 1089 Absence due to injury incurred in the course of the employee's employment may be 1090 compensated for in the following manner: For absences due to job-related injuries which 1091 qualify for Industrial Accident and Workmen's Compensation coverage, a prorated 1092 portion of sick leave may be used, which when added to any of the above compensation 1093 shall equal, but not exceed, the employee's normal salary. 1094 1095 In the event of a birth of a child of the employee's spouse, sick leave will be allowed. 1096 1097 An employee who is unable to perform their duties because of personal illness, maternity 1098 or other disability, may, upon request, be granted leave of absence without pay at the 1099 exhaustion of sick leave. Leaves for these conditions may be renewed annually. 1100 Application for leave and application for renewal of a leave of absence for such 1101 conditions shall be made in writing to the Superintendent. An employee who has been 1102 granted leave may return to service during the period of the leave after giving written 1103 notice to the Superintendent and with written permission of their personal physician. 1104 16.2 1105 **Emergency and Family Illness Leave:** 1106 Employees shall upon request be granted a leave of absence with pay when such 1107 absence is occasioned by an emergency or illness in the immediate family. Emergency 1108 shall be defined as: 1109 A. A problem that has been suddenly precipitated and of such nature that pre-1110 planning is not possible or could not relieve the necessity for the staff member's 1111 absence. 1112 1113 B. The problem cannot be one of minor importance or of mere convenience, but must be of a serious nature. 1114

1115		
1116		C. Weather conditions for local travel to and from work shall be considered a valid
1117		reason for an emergency leave.
1118		
1119		D. Emergency leave will be granted for reasons connected with other leaves.
1120		
1121		Immediate family for illness leave purposes shall be defined as: Children, spouse,
1122		parents, father-in-law, mother-in-law, grandparents, brothers, sisters, or anyone who
1123		lives with or is part of the family nucleus.
1124		
1125		Such leave shall be deducted from accumulated sick leave. Application for the leave
1126		shall be entered into the Frontline Education (AKA AESOP) system.
1127		
1128		Employees may be eligible for District paid medical premiums, in some circumstances,
1129		in accordance with state and federal law and district policy if they are on leave without
1130		pay.
1131		
1132	16.3	Parental Leave:
1133		An employee requesting parental leave should give written notice to the District at least
1134		two (2) weeks prior to commencement of said leave. The written request for parental
1135		leave should include a statement as to the expected date of return to employment, and
1136		within thirty (30) days after childbirth, shall inform the employer of the specific day when
1137		employee will return to work.
1138		
1139		In the event sick leave has been exhausted, then the employee shall be granted a leave
1140		of absence as stated under the Sick Leave Provision.
1141		
1142		An employee shall be allowed up to one (1) year of unpaid leave for the purpose of
1143		childcare. An employee returning from such leave shall be placed in the position last
1144		held or in a similar position in the District.
1145		
1146		The District shall grant leave and benefits in accordance with the Family Leave Acts
1147		(Federal and Washington State), and the Consolidated Omnibus Budget Reconciliation
1148		Act of 1985 (COBRA). During such leave, the employee may pay the District their share
1149		of any insurance benefits program in order to maintain those benefits.

1150 1151 16.4 Adoption Leave: Three (3) non-cumulative days of leave with full pay shall be allowed either parent or 1152 1153 both in order to complete the adoption process. This leave may be used for court and legal procedures, home study, evaluation and required home visitations by the adoption 1154 agency that cannot be scheduled outside of the regular workday. 1155 1156 1157 16.5 Bereavement Leave: 1158 Three (3) days of leave with pay shall be granted for death in the immediate family. In cases where emergency factors or long distances are involved, the employee may 1159 1160 request up to an additional two (2) days of leave. Requests will be processed through 1161 the building principal or Superintendent. 1162 1163 Such leave is non-cumulative. Family is defined as children, foster children, spouse, 1164 domestic partner, parents, father-in-law, mother-in-law, grandparents, brother, sister, 1165 son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, step-father, 1166 step-mother, aunt, uncle, nephew and niece. 1167 1168 16.6 Jury Duty and Subpoena Leave: 1169 Leaves of absence with pay shall be granted for jury duty. The employee shall notify the 1170 District when notification to serve on jury duty is received. The employee shall submit to 1171 the District written proof of service when jury duty is completed. Leave of absence with 1172 pay shall be granted when an employee is subpoenaed to appear in a court of law when 1173 a case is related to their position in the District. This excludes personal business such as 1174 divorce, civil suits, etc.. Any stipend, transportation, meal or lodging expense 1175 reimbursement shall be retained by the employee. 1176 1177 16.7 Military Leave: 1178 Employees shall be granted military leaves of absence when required by law. While on 1179 leave, the employee shall retain all benefits as though employment has been continuous 1180 in the District. Upon return from leave, the employee shall be placed in the position last 1181 held or a similar position in the District. 1182 1183 16.8 Personal Leave

1184 1185 1186 1187 1188 1189 1190 1191 1192 1193 1194 1195		Every employee shall have three (3) personal leave days with pay per year to be used for personal, business, household, or family matters which require absence during school hours. A written notification to the building principal shall be made at least one (1) full day before taking such leave, and the applicant for such leave shall not be required to state the reason for taking such leave, other than they are taking it under this section. Personal leave is cumulative up to six (6) days. Personal leave may not be taken immediately previous to or immediately after scheduled school breaks or in the first ten (10) or last ten (10) days of the school year. Unused earned personal leave may be cashed out at the end of each school year at the employee's per-diem rate per employee request. Request must be provided to the Personnel Office no later than June 30 <sup>th</sup> of each year. The District will notify all employees by email of personal leave cash out request deadline by June 1 <sup>st</sup> of each year. Used unearned personal leave will be
1196		prorated and deducted from an employee's final check due to
1197		termination/resignation/retirement.
1198		
1199	16.9	Leaves of absence up to one (1) year without pay may be granted employees for the
1200		purpose of study, travel, recuperation, childbearing, adoption, working in a professionally
1201		related field, and Association or Association related business.
1202		
1203		Upon return form leave, the employee shall be placed in the position last held or a
1204		similar position in the District.
1205		
1206		Upon request by the employee, such leave may be renewed for up to one (1) additional
1207		year.
1208		
1209	16.10	Any new person employed to replace an employee on any leave stated in this entire
1210		Section 16 will be considered a temporary employee and as such does not acquire
1211		seniority and/or employment termination rights during the period of leave.
1212		
1213	16.11	Leave Sharing:
1214		
1215		A. A District employee is eligible to receive donated leave if:
1216		1. The staff member suffers from, or has a relative or household member
121 <i>7</i>		suffering from, an extraordinary or severe illness, injury, impairment or

1218 physical or mental condition which has caused, or is likely to cause the 1219 staff member to: 1220 a. Go on leave-without pay status; or 1221 b. Terminate their employment. 1222 1223 2. The staff member's absence and the use of shared leave are justified; 1224 1225 3. The staff member has depleted, or will shortly deplete, their annual leave 1226 and sick leave reserves: 1227 1228 4. The staff member has abided by District rules regarding sick leave use 1229 and; 1230 1231 5. The staff member has diligently pursued and been found to be ineligible 1232 to receive industrial insurance benefits. 1233 1234 The amount of leave an individual receives is determined by the number of days 1235 contributed and subject to the restrictions following state rules and regulation 1236 regarding leave sharing. However, a staff member shall not receive more than 1237 ninety (90) days per school year. In the event that the condition requiring the 1238 employee's absence continue beyond the current school year, the employee 1239 shall not receive a total of more than four hundred eighty (480) days of leave 1240 during their employment with the District. 1241 1242 B. District employees may donate leave as follows: 1243 1. A staff member who has an accrued annual leave balance of more than 1244 ten (10) days may request that the Superintendent transfer a specified 1245 number of days to another staff member authorized to receive shared 1246 leave. A staff member may not request leave to be transferred that would 1247 result in an accrued leave balance of fewer than then (10) days. 1248 1249 2. A staff member who accrues annual leave and sick leave may request 1250 that the Superintendent transfer sick leave to a staff member authorized 1251 to received shared leave. A donating staff member must retain a

1252			minimum of one hundred seventy-six (176) hours of sick leave after
1253			transfer.
1254			
1255		3.	A staff member who does not accrue annual leave but who has an
1256			accrued sick leave balance of more than twenty-two (22) days may
1257			request that the Superintendent transfer a specified amount of sick leave
1258			to another staff member authorized to receive such leave. A staff member
1259			may not request a transfer that would result in accrued sick leave balance
1260			of fewer than twenty-two (22) days.
1261			
1262		4.	A staff member who receives personal holiday leave may request that the
1263			Superintendent transfer a specified amount of personal holiday leave to
1264			another staff member authorized to receive shared leave. A staff member
1265			may request to transfer no more than eight (8) hours of personal holiday
1266			leave during any calendar year.
1267			
1268		5.	The number of leave days transferred shall not exceed the amount
1269			authorized by the donating staff member.
1270			
1271		6.	Any leave donated by a staff member which remains unused shall be
1272			returned to the donor. To the extent administratively feasible, leave
1273			transferred by more than one staff member shall be returned on a prorate
1274			basis.
1275			
1276		Reque	ests for leave must be in writing and accompanied by a statement from an
1277		attend	ling physician if applicable.
1278			
1279	SECT	TON 17 – EM	PLOYEE FACILITIES
1280			
1281	17.1		hall provide furnished lounges, dining areas which may incorporate
1282		· ·	rooms, appropriate office or classroom furniture, and parking space for
1283		employees.	
1284			
1285		∟mployees w	ill be issued keys/fobs consistent with security needs.
1286			

1287 1288	SEC	ΓΙΟΝ 18 – EMPLOYEE EVALUATION
1289	18.1	All monitoring or observation of the work performance of an employee shall be
1290		conducted openly and with full knowledge of the employee. The use of eavesdropping,
1291		public address, camera, audio systems, and similar surveillance devices shall be strictly
1292		prohibited. An employee shall be given a copy of any visit or evaluation report prepared
1293		by their evaluators at least one (1) day before any conference to discuss it.
1294		
1295	18.2	There will be a post-observation conference within five (5) working days following any
1296		observation where improvement is recommended by the supervisor.
1297		
1298	18.3	All recommendations are to be specific and in writing.
1299		
300	18.4	The final written evaluation conference between the employee and their immediate
1301		supervisor shall be held within five (5) working days of receipt of the final evaluation
1302		report. The final evaluation report for all employees will be submitted to the employee no
1303		later than five (5) days before the end of the school year contract. If the bargaining unit
1304		member disagrees with the evaluation, they may submit a written response which shall
1305		be attached to the final copy of the evaluation in question. No such report shall be
1306		submitted to the central office, placed in the employee's file or otherwise acted upon
307		without prior conference with the employee. No employee shall be required to sign a
308		blank or incomplete evaluation form.
1309		
1310	18.5	Evaluation Procedure:
1311		Communication: Prior to any evaluation report, the immediate supervisor of an
1312		employee shall have had appropriate communication, including but not limited to all
1313		steps in the paragraph below.
1314		
1315		Reports: Evaluation reports shall be presented to each employee by their immediate
1316		supervisor in accordance with the following procedures:
131 <i>7</i>		A. Such reports shall be issued in the name of the immediate supervisor based on a
1318		compilation of reports and observations by any or all supervisory personnel who
1319		come into contact with the employee in a supervisory capacity.
1320		
1321		B. Such reports shall be addressed to the employee.
1222		

1323		C. Such reports shall be written in narrative form and shall include, when pertinent:
1324		<ul> <li>Strengths of the employee as evidenced during the period since the</li> </ul>
1325		previous report.
1326		<ul> <li>Weaknesses of the employee as evidenced during the period since the</li> </ul>
1327		previous report.
1328		<ul> <li>Specific suggestions as to measures which the employee might take to</li> </ul>
1329		improve his performance in each of the areas wherein weaknesses have
1330		been indicated.
1331		In the event an employee is given a negative evaluation that may lead to dismissal, the
1332		employee shall be given an improvement plan and a minimum of thirty (30) days in
1333		which to implement that plan to remediate identifiable deficiencies.
1334		
1335		The evaluation report form is included as Appendix B to this agreement.
1336 1337	ART	ICLE IV – GRIEVANCE PROCEDURES
1338 1339	SEC	TION 1 – DEFINITIONS
1340	1.1	A "grievant" shall mean an employee or group of employees or the Association filing a
1341		grievance.
1342	4.0	A "aviouspee" abolt record a plaine by a aviouspet that a dispute or dispute and dispute and
1343 1344	1.2	A "grievance" shall mean a claim by a grievant that a dispute or disagreement or application of the terms of this Agreement or of an existing Board rule, policy or practice,
1345		or that an employee has been treated inequitably, or that there exists a condition(s)
1346		which jeopardizes employee health or safety.
1347		which jeopardizes employee health of safety.
	1 2	A "party of interest" is the person or persons making the claim and any person who
1348 1349	1.3	A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to
1350		resolve the claim.
1351		resolve the claim.
	4 4	All "Days" has appointed as aither calendar or working days will be interpreted as working
1352	1.4	All "Days" non-specified as either calendar or working days will be interpreted as working
1353		days. If the stipulated time limits are not met, the grievant shall have the right to appeal
1354 1355		the grievance to the next level of procedure.
	0=0	TION O DIOLITO TO DEDDECENTATION
1356 1357	SEC	TION 2 – RIGHTS TO REPRESENTATION

- The Board shall recognize grievance representatives upon their identification by the
  Association. At least one Association representative shall be present for any meetings,
  hearings or appeals or other proceeding relating to a grievance which has been formally
  presented.
- If, in the judgment of the Association, a grievance affects a group of employees or the
  Association, the Association may initiate and submit such grievance in writing to the
  Superintendent directly and the processing of such grievance shall be commenced at
  Step II. The Association may process such a grievance through all levels of the
  procedure, even though there is no individual aggrieved person who wishes to do so.
  Class grievances involving more than one supervisor and grievances involving the
  administrator above the building level may be filed by the Association at Step II.
- 1371 2.3 In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.
- The Association on its own may continue and submit to arbitration any grievances filed and later dropped by the grievant, provided that the grievance involves the application or interpretation of the contract. In the event this occurs, the Association assumes responsibility for all costs associated with the arbitration. The District and the Association will bear the cost of the arbitration equally.

# **SECTION 3 – INDIVIDUAL RIGHTS**

- 3.1 Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of the Agreement.
- 3.2 A grievant may be represented at all stages of the grievance procedure by their self or at their option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

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### **SECTION 4 – PROCEDURE**

4.1 Step I. The parties in interest acknowledges that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Within a reasonable amount of time following knowledge of the act or conditions which is the basis of the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within two (2) days after the meeting. Such answer shall include the reasons upon which the decision was based.

4.2 Step II. If the grievant is not satisfied with the disposition of their grievance at Step I, or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievance may be referred to the Superintendent or their official designee. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days after their receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the Superintendent will have five (5) days to provide their written decision, together with the reasons for the decision to the Association.

4.3

Step III. Binding Arbitration. If the grievant is not satisfied with the disposition of their grievance at Step II, or if no decision has been rendered within ten (10) days after they have first met with the Superintendent, they may within five (5) days after a decision by the Superintendent, or fifteen (15) days after they have first met with the Superintendent, whichever is sooner, request in writing that the Association submit their grievance to arbitration.

If the Association determines that the grievance involves the interpretation of this Agreement, it may by written notice to the Superintendent, within fifteen (15) days after receipt of the request from the aggrieved person submit the grievance to arbitration. If any question arises as to the arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) days after written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator or to obtain such a commitment within the ten-day period. A request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.

Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Step II at meetings.

The Arbitrator selected will confer with the representative of the Superintendent and the Association and hold hearings promptly and will issue their decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The Arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on issues submitted. The Arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association.

The costs for the services of the Arbitrator, including per diem expenses, if any, and their travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

## **SECTION 5 – EXCEPTIONS TO TIME LIMIT**

5.1 When a grievance is submitted on or before June 1, the time limits shall consist of all weekdays so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

### **SECTION 6 - NO REPRISALS**

6.1 No reprisals of any kind will be taken by the Board or the school administration against any employee because of their participation in this grievance procedure.

1464 1465	SEC	TION 7 – COOPERATION OF BOARD AND ADMINISTRATION
1466	7.1	The Board and Administration will cooperate with the Association in its investigation of
1467		any grievance; and further, will furnish the Association such information as is required for
1468		the processing of any grievance.
1469		
1470 1471	SEC	TION 8 – RELEASE TIME
1472	8.1	Should the investigation or processing of any grievance require that an employee or an
1473		Association representative be released from their regular assignment, they shall be
1474		released without loss of pay or benefits with the District and Association sharing
1475		substitute costs equally.
1476		
1 <i>477</i> 1 <i>4</i> 78	SEC	TION 9 – PERSONNEL FILES
1479	9.1	All documents, communications, and records dealing with the processing of a grievance
1480		shall be filed separately from the personnel files of the participants.
1481		
1482 1483	SEC	TION 10 – GRIEVANCE FORMS
1484	10.1	Forms for filing grievances, serving notices, taking appeals, reports and
1485		recommendations and other necessary documents will be prepared jointly by the
1486		Superintendent and the Association so as to facilitate operation of the grievance
1487		procedure. The costs of preparing such forms shall be borne by the Board.
1488 1489	ART	ICLE V – DURATION AND REOPENER
1490 1491	SEC	TION 1
1492	1.1	Duration of the contract shall be for three (3) years.
1493		2024-2027
1494	1.2	The parties agree to reopeners only on issues relating to legislative actions impacting
1495		members of the bargaining unit.

Candy Herrera, WEA Uniserv

ATTESTATION: FOR THE ASSOCIATION	Teresa Van Matta  Teresa Van Natta, Chair		
Angela landon			
Angela Landon, President			
NEGOTIATORS:	BOARD MEMBER:		
alieablean	Yordon Smith		
Alisa Ulman	Gordon Smith		
Bruce Davis	Anne-Elissa Carter		
Bruce Davis	Anne-Elissa Carter		
Hylton, Mary	Patrick Carter		
Mary Hylton	Patrick Carter		
Saluna Braun	kat Stupka		
Sabrina Brown	Kat Stupka		
Heder, kirsten	Steve Marshall		
Kirsten Heder	Steve Marshall, Board Secretary		

		20	24-2025 H	OCKINSON	ESP SALAF	RY SCHEDU	JLE		
STEP	0201-0	0202-0	0203-0	0204-0	0205-0	0206-0	0207-0	0208-0	0209-0
1	\$20.85	\$21.14	\$22.13	\$23.21	\$24.93	\$25.75	\$26.60	\$27.76	\$30.34
2	\$20.85	\$21.14	\$22.13	\$23.21	\$24.93	\$25.75	\$26.60	\$27.76	\$30.34
3	\$21.50	\$21.80	\$22.79	\$23.87	\$25.58	\$26.41	\$27.36	\$28.40	\$30.96
4	\$21.50	\$21.80	\$22.79	\$23.87	\$25.58	\$26.41	\$27.36	\$28.40	\$30.96
5	\$22.13	\$22.40	\$23.45	\$24.52	\$26.24	\$27.09	\$28.16	\$29.05	\$31.60
6	\$22.13	\$22.40	\$23.45	\$24.52	\$26.24	\$27.09	\$28.16	\$29.05	\$31.60
7	\$22.79	\$23.07	\$24.11	\$25.14	\$26.85	\$27.76	\$29.01	\$29.72	\$32.25
8	\$22.79	\$23.07	\$24.11	\$25.14	\$26.85	\$27.76	\$29.01	\$29.72	\$32.25
9	\$23.44	\$23.71	\$24.78	\$25.81	\$27.50	\$28.44	\$29.81	\$30.37	\$32.91
10	\$23.44	\$23.71	\$24.78	\$25.81	\$27.50	\$28.44	\$29.81	\$30.37	\$32.91
11	\$24.08	\$24.36	\$25.44	\$26.44	\$28.16	\$29.11	\$30.57	\$30.99	\$33.52
12	\$24.08	\$24.36	\$25.44	\$26.44	\$28.16	\$29.11	\$30.57	\$30.99	\$33.52
13	\$24.71	\$24.99	\$26.11	\$27.08	\$28.84	\$29.82	\$31.39	\$31.63	\$34.18
14	\$24.71	\$24.99	\$26.11	\$27.08	\$28.84	\$29.82	\$31.39	\$31.63	\$34.18
15	\$25.36	\$25.65	\$26.74	\$27.26	\$29.42	\$30.49	\$32.22	\$32.30	\$34.84
16	\$25.36	\$25.65	\$26.74	\$27.26	\$29.42	\$30.49	\$32.22	\$32.30	\$34.84
17	\$26.00	\$26.31	\$27.43	\$28.36	\$30.13	\$31.19	\$32.93	\$32.99	\$35.48
18	\$26.00	\$26.31	\$27.43	\$28.36	\$30.13	\$31.19	\$32.93	\$32.99	\$35.48
19	\$26.91	\$27.23	\$28.38	\$29.35	\$31.18	\$32.29	\$34.08	\$34.15	\$36.73
20	\$26.91	\$27.23	\$28.38	\$29.35	\$31.18	\$32.29	\$34.08	\$34.15	\$36.73
21	\$27.85	\$28.18	\$29.39	\$30.39	\$32.28	\$33.42	\$35.28	\$35.34	\$38.01
22	\$27.85	\$28.18	\$29.39	\$30.39	\$32.28	\$33.42	\$35.28	\$35.34	\$38.01
23	\$28.82	\$29.17	\$30.41	\$31.44	\$33.40	\$34.59	\$36.51	\$36.58	\$39.34
24	\$28.82	\$29.17	\$30.41	\$31.44	\$33.40	\$34.59	\$36.51	\$36.58	\$39.34
25	\$29.69	\$30.04	\$31.32	\$32.38	\$34.41	\$35.62	\$37.61	\$37.67	\$40.51

	Table/Lane
0201	General Duty Aide
0202	
0203	Special Programs Para - Sped, Title, LAP, 18-21 Transition*
0204	Attendance Clerk - Media Tech
0205	Asst Secretary - Custodian
0206	Athletic Secretary - Security - Student Support Specialist - Registered Behavior Technician
0207	HS Bookkeeper
0208	Lead Custodian - Maintenance - Grounds - Lead Secretary - Registrar - SLPA
0209	Lead Grounds

2024-2025: All lanes with exception to lane 3 will increase by 4.5% over 23-24. Lane 3 will increase by 5% (all increases are inclusive of 3.7% IPD), RBTs move from lane 4 to 6

2025-2026: All lanes will be increased by state approved IPD + 1.5%, General Duty Aides move from Lane 1 to 2, RBTs move from 6 to 7

2026-2027: All lanes will be increased by state approved IPD + 1%, RBTs move from lane 7 to 8

	<b>Hockinson School District</b>			
	Classified Performance Appraisal 20xx-20	Oxx		
(Must be comp	eleted by the evaluator and submitted to the Human Resources De		June 1.)	
Name:		Date:		
ID#:		1		
Position:				
Department/Site:		Place an "X" in the correct box below		
	Annual (Due by June 1)			
Type of Evaluation:	Probationary (First evaluation due within 90 days of hire. Second evaluation due by June 1.)			
	Unscheduled			
Philosophy: Perform	nance appraisal is a process designed to foster continuous	professiona	<u>.l</u>	
improvement.				
		Meets	Standards	
1.0 Professional Sta	andards	Does Not M	eets Standards*	
		(USE PULL	DOWN MENU)	
	1.1 Observes work hours			
	1.2 Abides by the district attendance policy			
	1.3 Demonstrates appropriate grooming and work attire			
	1.4 Complies with department and district policies and guidelines			
	1.5 Complies with safety practices and procedures			
	1.6 Maintains a professional work station			
	1.7 Demonstrates proper operation and care of equipment			
	1.8 Pursues training and/or professional growth opportunities			
Performance Rat	ing Scale: (to be used for Performance Standards 2.0 through 6.0)			
Superior *(Action Plan Required) final score	rable Improvement* $2=$ Growth Expected* $3=$ Effective $4$ When the rating cell is left blank, it is not applicable to the employer	•		
2.0 Interpersonal I	Relationships	R	ating	
	2.1 Works effectively with public contacts			
	2.2 Works effectively with student contacts			
	2.3 Works effectively with employee contacts			
	2.4 Works collaboratively with others			
	2.5 Promotes teamwork			
3.0 Performance R	esults	R	ating	
	3.1 Demonstrates knowledge of work			
	3.2 Demonstrates problem-solving and decision-making skills			
	3.3 Demonstrates sound budget management ( <i>if applicable</i> )			
	3.4 Demonstrates effective use of technology	_		
	3.5 Produces accurate and quality work			

	3.6 Manages time efficiently and effectively		
	3.7 Meets deadlines		
	3.8 Demonstrates effective written and oral communication skills		
4.0 Attitude		R	ating
	4.1 Takes responsibility		
	4.2 Accepts direction		
	4.3 Accepts change		
	4.4 Shows initiative		
	4.5 Demonstrates dependability		
5.0 Work Charact	eristics	R	ating
	5.1 Plans and organizes work effectively and efficiently		
	5.2 Works efficiently under pressure		
	5.3 Demonstrates the ability to multi-task		
6.0 Team Coordin	ation (COMPLETE THIS SECTION ONLY IF APPLICABLE)	R	ating
	6.1 Provides effective training and instruction		
	6.2 Demonstrates effective leadership skills		
	OVERALL AVERAGE PERFORMANCE RATING	#Г	OIV/0!
	OVERALE AVERAGE FERI ORMANCE RATING	,,,,	711701
			1
Commendations (Interpretation of the distribution of the distribut	Description of those aspects of the employee's job performance that contri	ibute most to	his/her
effectiveness.)			
•	ous Improvement (Description of those aspects of the employee's jo	b performanc	e in which
improvement would cor	ntribute most to increased effectiveness.)		
	Action Required for Improvement and Growth (Evaluator must performance substandards with ratings of 1 or 2, or "Does Not Meet Sta		
	The second of th	und I	

	actions which must be taken by the employee to i growth.)	mprove his/her performance and demonstrate
		be completed by the Employee for all performance 6.0) and "Does Not Meet Standards" (Section 1.0)).
agreement. I recognize	Reflection Form) to the Human Resources D	evaluator. My signature does not imply my nse to this evaluation by submitting my written repartment within 10 working days from receipt
Employee's Signature		Date
Evaluator's Signature		Date
Reviewer's Signature		Date

07.23.18

# **STEP 1 GRIEVANCE**

DISTRIBUTION OF FORM:
Immediate Supervisor
Union President
Union Representative
Grievant
COMPLAINT BY THE AGGRIEVED
Date of Filing:
Work Site/Titles:
STATEMENT OF GRIEVANCE:
APPLICABLE AND VIOLATED SECTIONS OF THE COLLECTIVE BARGAINING AGREEMENT:
We grieve these and any other contract provisions, policies, rules, procedures, practices, and
decisions which may apply.
RELIEF SOUGHT:
1.
2.
3. Any and all remedies deemed appropriate by an arbitrator.
Signature of Aggrieved:Date:
Signature of Union Representative(s):Date:

\_Date: \_\_\_\_\_