

COLLECTIVE BARGAINING AGREEMENT BETWEEN

ISSAQUAH SCHOOL DISTRICT

AND

**ISSAQUAH ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL
(IAEOP)**

SEPTEMBER 1, 2025 - AUGUST 31, 2029



Public School Employees of Washington / SEIU Local 1948

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P R E A M B L E

This Agreement is made and entered into between Issaquah School District #411 (hereinafter "District") and Issaquah Association of Educational Office Personnel #707 (hereinafter "IAEOP"), an affiliate of Public School Employees of Washington (hereinafter "Association").

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

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Issaquah Association of Educational Office Personnel (IAEOP) as the exclusive representative of all employees in the bargaining unit including Office Personnel, and College and Career Specialists, and the Association recognizes the responsibility of representing the interests of all such employees on wages, hours and working conditions.

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties imply a confidential relationship to the District Board of Directors, Superintendent, or Negotiator(s), pursuant to RCW 41.56.030 (2).

Section 1.3.

The bargaining unit to which this Agreement is applicable shall consist of all classified Educational Office Personnel with the exception of the Office Personnel who perform confidential duties for the Superintendent or who directly support the District's labor relations activities.

Section 1.3.1.

Employees serving in a substitute, temporary or supported employment capacity shall only have those rights which are expressly provided for by the parties. Those rights are:

Section 1.1	Section 1.4.4	Section 3.5	Article XIX
Section 1.4	Section 3.1	Article VII	Schedule A
Section 1.4.1	Section 3.2	Section 15.2.1	
Section 1.4.2	Section 3.3	Section 15.2.2	
Section 1.4.3	Section 3.4	Section 17.1.2	

Section 1.3.2. Substitute Employee.

A substitute employee is a worker hired for a limited time only to perform the duties of an employee whose position is temporarily vacant. Such worker is on an "on call" basis daily.

1 **Section 1.3.3. Temporary Employee.**

2 A temporary employee is a worker hired for a limited time only, but not to exceed sixty (60)
3 consecutive workdays. Such a worker is hired with the understanding the employment will end
4 upon completion of the particular task for which they were hired. Exceptions beyond these
5 provisions shall be subject to the approval of both parties.
6

7 **Section 1.3.4. Supported Employment.**

8 A supported employment employee is hired with the understanding the employment will end upon
9 completion of a particular task for which they were hired or the end of a defined time period; not to
10 extend beyond the school year. The purpose of the supported employment program is to assist
11 individuals with disabilities to become successful independent adults.
12

13 **Section 1.3.5. Leave Replacement Employee.**

14 A leave replacement employee is a worker hired for a specific period of time to fill the position of
15 an employee who is on leave of absence (see Section 9.6.2).
16

17 **Section 1.3.6. Non-Continuing Employment.**

18 An employee with non-continuing hours is an employee hired to a position or hours subject to
19 changes in enrollment levels and/or time limited funding. This employee is hired with no
20 expectation of continued employment. Employment consisting of these hours is subject to all
21 provisions of this Agreement except the sections pertaining to reduction-in-force and layoff
22 rights. Employees with non-continuing hours will not receive letters of reasonable assurance.
23 Should the hours be continued or reinstated beyond the initially designated time period, the
24 employee who last worked these hours may be retained without a posting and interview
25 requirement, at the District's discretion.
26

27 **Section 1.3.7.**

28 Leave replacement employees and employees with non-continuing hours shall have all of the rights
29 of this contract except that the reduction in force and layoff provisions of this contract shall not
30 pertain to these hours.
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32
33

34 **ARTICLE II**

35 **MANAGEMENT RIGHTS**

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38 **Section 2.1.**

39 The Association recognizes the District's inherent and traditional right to manage its business as has been
40 its practice in the past. Except to the extent specifically abridged by the express terms of this Agreement,
41 the Association recognizes the right of the District to hire, transfer, promote, demote, assign, and retain
42 employees and to discipline, suspend, or discharge employees for just cause and to maintain the discipline
43 and efficiency of its employees; the right of layoff, the right to establish, change and direct the methods
44 and processes of doing work, to introduce new and improved work methods or equipment, and to contract
45 out work if in the opinion of management such services are required due to special qualifications or
46 emergency conditions; the right to determine the starting and quitting times and the number of hours to be
47 worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary
48

1 for the conduct of its business, and to require their observance. The exercise of the District's rights stated
2 herein is an exclusive function of management. However, the exercise of these rights by the District also
3 includes the responsibility of the District to provide an explanation to employees of changes in procedures
4 and causes of disciplinary action.
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8 ARTICLE III

9 RIGHTS OF EMPLOYEES

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11

12 **Section 3.1.**

13 It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise
14 of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom
15 of such employees to assist the Association shall be recognized as extending to participation in the
16 management of the Association, including presentation of the views of the Association to the Board of
17 Directors of the District or any other governmental body, group, or individual. The District shall take
18 whatever action required or refrain from such action in order to assure employees that no interference,
19 restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership
20 in any employee organization.
21

22 **Section 3.2.**

23 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
24 Association representatives and/or appropriate officials of the District.
25

26 **Section 3.3.**

27 Employees subject to this Agreement have the right to have Association representatives or other persons
28 present at discussions regarding evaluation or disciplinary action between themselves and supervisors or
29 other representatives of the District, as hereinafter provided.
30

31 **Section 3.4.**

32 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,
33 exclusive of compensation for services rendered to appropriate officials of the Association.
34

35 **Section 3.5.**

36 Neither the District, nor the Association, shall discriminate against any employee subject to this
37 Agreement on the basis of race, creed, color, sex, religion, age, sexual orientation, gender identification, or
38 marital status or because of a physical handicap with respect to a position, the duties of which may be
39 performed in a proper and acceptable manner by an individual without danger to the health or safety of the
40 physically handicapped person or others.
41

42 **Section 3.6.**

43 This Agreement shall be printed and distributed to all supervisors and employees within twenty (20)
44 workdays from the date of ratification by the Association and Board of Directors.
45
46
47

1 **Section 3.7. Orientation.**

2
3 **Section 3.7.1.**

4 Orientation for new employees shall include the applicable job description, a copy of this
5 Agreement, IAEOP Bylaws, a copy of the school calendar, details regarding hours and location of
6 job assignment, relevant personnel benefits, and payroll information. The District will
7 communicate with the IAEOP Chapter President(s) via email when any new employee has been
8 hired.
9

10 **Section 3.7.2.**

11 It shall remain the new employee's responsibility to contact the Human Resources Department
12 within the first thirty (30) calendar days of employment to arrange for retirement plan enrollment,
13 medical insurance enrollment, optional payroll deduction plans, and any related items.
14

15 **Section 3.8.**

16 The District is committed to providing a safe and healthy working environment for staff. District recording
17 devices, which may include video and/or audio recording, may be used in the workplace to maintain the
18 health, safety and security of staff, students, the community and property. These devices and recordings
19 shall not be used for the general purpose of evaluating, including formal evaluations or monitoring
20 employee performance.
21

22 **Section 3.9. Notice of Continued Employment.**

23 By June 25, the Human Resources Department will send to each employee a notice stating whether or not
24 they will be employed by the District during the next school year. Each employee will respond to that
25 notice by indicating in writing whether they plan to return to work. This provision does not apply to
26 twelve (12) month employees.
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28
29 **ARTICLE IV**

30 **RIGHTS OF THE ASSOCIATION**

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33 **Section 4.1.**

34 The Association has the right and responsibility to represent the interests of all employees in the unit; to
35 present its views to the District on matters of concern, either orally or in writing; to consult or to be
36 consulted with respect to the formulation, development, and implementation of matters relating to hours,
37 wages and working conditions; and to enter collective negotiations with the object of reaching an
38 agreement applicable to all employees within the bargaining unit.
39

40 **Section 4.2.**

41 The Association shall promptly be notified by the District of any grievances or disciplinary actions of any
42 employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles
43 contained herein. The Association is entitled to have an observer at hearings conducted by any District
44 official or body arising out of grievance and to make known the Association's views concerning the case.
45

46 **Section 4.3.**

47 The President of the Association and designated representatives will be provided time off without loss of

1 pay to a maximum of four (4) days per year to attend regional or state meetings when the purpose of those
2 meetings is in the best interests of the District as determined by the District administration.

3
4 **Section 4.4.**

5 During the term of this Agreement, the District shall provide IAEOP with information regarding each
6 employee in the bargaining unit, to include name, contact information including cell and home phone
7 numbers, personal email address and mailing address, position, hire date, and rate of pay. The District
8 shall provide the information to the IAEOP President and membership@pseofwa.org in an editable, digital
9 format. This information shall be provided every one hundred twenty (120) days for all employees in the
10 bargaining unit and prior to the New Employee Orientation, per Section 4.9 or within twenty-one (21)
11 days of hire, whichever is sooner.

12
13 **Section 4.5.**

14 Representatives of the Association, upon making their presence known to the District, shall have access to
15 the District premises during business hours, provided that no conferences or meetings between employees
16 and Association representatives will in any way hamper or obstruct the normal flow of work.

17
18 **Section 4.6. Bulletin Boards.**

19 The District shall provide a bulletin board space in each school for the use of the Association. The
20 bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin
21 shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may
22 not be posted. There shall be no other distribution or posting by employees or the Association of
23 pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than
24 herein provided. Official notices of Association meetings and related information may be distributed
25 through the school mail or posted.

26
27 **Section 4.6.1.**

28 The responsibility for the prompt removal of notices from the bulletin boards after they have
29 served their purpose shall rest with the individual who posted such notices.

30
31 **Section 4.7.**

32 Representatives duly authorized by the Association may participate during working hours in negotiations,
33 grievance proceedings, conferences, or meetings with representatives of the District. Such activities will
34 not result in a loss of pay unless they are in conflict with regular duties and the District on proper showing
35 establishes that such attendance created a hardship or placed undue expense upon the District.

36
37 **Section 4.7.1. Release Time.**

38 With appropriate notice, the Association President, Vice President or designee shall be released
39 from duties without loss of pay or benefits to perform Association business. The Association shall
40 reimburse the District for the actual cost of substitute employees hired to replace the official. Such
41 payment shall be at a rate not higher than the Step 3 rate for the position. Total release time shall
42 be limited to a maximum of fifty-six (56) hours per year of release time.

43
44 **Section 4.8.**

45 Prior to implementing the work year calendar, the District shall provide the IAEOP copies by June 15.
46 The District shall provide copies to individuals prior to September 1.

1 **Section 4.9. New Employee Orientation.**

2 The District will provide the Association with the schedule of regularly occurring New Employee
3 Orientations and will provide the Association no less than thirty (30) minutes to make a presentation at the
4 beginning of each orientation. District representatives shall not be present during the Association's
5 presentation. The Association shall have the right to distribute materials, such as PSE New Hire Packets,
6 at the orientation. The District will provide the Association Membership Officer (or Association President,
7 if no Membership Officer) with the names, phone number and email address of new employees prior to
8 each orientation.
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12 **ARTICLE V**

13 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

14 **Section 5.1.**

15 It is agreed and understood that matters appropriate for negotiation between the District and the
16 Association are related to hours, wages, working conditions of employees in the bargaining unit subject to
17 this Agreement.
18
19
20

21 **Section 5.2. Calendar.**

22 The Superintendent or their designated representative and the Association shall mutually schedule a meet
23 and confer session so that the Association will have the opportunity to submit draft school calendars for
24 review and consideration. To this extent, this meeting shall be scheduled prior to the IEA calendar
25 negotiations as necessary.
26
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28

29 **ARTICLE VI**

30 **ASSOCIATION REPRESENTATION**

31 **Section 6.1.**

32 Up to three (3) members of the Association and up to three (3) members of management shall be selected
33 to constitute a Labor/Management Committee. The committee shall meet as needed during the school
34 year, to discuss matters of a mutual interest pertaining to the application of the Collective Bargaining
35 Agreement and/or labor/management relations. Nothing here in this section shall be construed to supplant
36 other provisions of the Collective Bargaining Agreement.
37
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39

40 **Section 6.2.**

41 The Association representatives shall represent the Association and employees in meeting with officials of
42 the District to discuss appropriate matters of mutual interest. They may receive and investigate to
43 conclusion complaints or grievances of employees and thereafter advise employees of rights and
44 procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances
45 or complaints. They may not, however, continue to advise the employee on courses of action after the
46 employee has indicated a desire not to pursue a grievance.
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Association representatives, when leaving their work, shall first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be required. The employees will report their return to work to their supervisors.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1.

The standard workweek for full-time employees shall be five (5) consecutive days, consisting of eight (8) hours to be completed within a nine (9) hour period for a total of forty (40) hours. Employees may voluntarily work other schedules, with the approval of the employee's immediate supervisor and/or the District. Other schedules include an eight (8) hour workday to be completed within a nine (9) hour period, with a one (1) hour unpaid lunch period and an eight (8) hour workday to be completed within an eight and a half (8½) hour period with a thirty (30) minute unpaid lunch period.

Section 7.1.1.

In the event that by mutual agreement the parties agree that employees located at any site work a four (4) day, ten (10) hour per day workweek for any portion of the work year, the provisions of Section 7.1 concerning "standard workweek" shall not apply.

Section 7.1.2. Summer Work.

When summer work is made available that is an extension of the work that is done by a particular employee who is on a less than twelve (12) month calendar, the hours shall be made available according to either a) or b) of the following guidelines.

- a) If the supervisor wishes to offer the hours in exchange for days off during an employee's regular work calendar, the hours will be made available to qualified and available employees in the following order: provided the employee wishes to exchange the days, and the supervisor concurs that the employees' calendar will allow the needed substitution of days or hours:
 1. The person currently holding the position
 2. The most senior qualified bargaining unit employee currently in the building
 3. The most senior qualified bargaining unit employee in the District; or
 4. Any qualified individual available.
- b) If the supervisor elects to offer the summer hours in addition to regularly worked calendars, the hours will be made available in the same sequence as described in numbers 1-4 above.

Section 7.1.2.1.

Any other summer work that is made available in the schools shall be posted in all buildings and the Association President or designee shall be notified of such extra summer work. The District shall assign such extra summer work to employees of the bargaining unit consistent with Section 10.7 of the Agreement.



Section 7.1.3. Job Sharing.

Each job sharing shall be for a fixed period of time. The terms of each job sharing shall be reduced to writing after the Supervisor/Program Manager, Human Resources Department, and the Association agree with the terms.

Section 7.2.

The starting and ending times for each employee shall be determined by the District.

Section 7.3.

Employees who are scheduled to work at least five (5) hours per day shall be provided with an uninterrupted, duty-free, unpaid lunch period of at least thirty (30) minutes.

Section 7.3.1.

Unpaid lunch periods are the employee's private time. Employees shall be free to leave their assigned campus during lunch periods, provided that they comply with appropriate sign out procedures. If an employee is specifically directed to remain on call during an unpaid period, another lunch period shall be scheduled consistent with Section 7.5. If this cannot be done, the employee shall either receive early release or their full rate of pay for the on-call time.

Section 7.4.

A fifteen (15) minute paid rest period shall be provided during each consecutive four (4) hours of work for a maximum of two (2) rest periods per day.

Section 7.5.

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor.

Section 7.6. Temporary Change of Assignment.

Permanently assigned employees requested to work in a higher paying classification will receive the higher classification wage beginning with the first day worked in the assignment.

Section 7.7.

Employees who work less than forty (40) hours per week shall be compensated at their hourly rate. Non-Fair Labor Standards Act (FLSA) compensatory time may be earned by employees scheduled to work less than forty (40) hours. Such employees who work in excess of their scheduled hours, but less than forty (40) hours, shall either be paid at the appropriate straight time rate or be paid hour-for-hour compensatory time at the discretion of the employee. Any compensatory time earned under this section shall be exhausted in accordance with Section 7.8.1.

Section 7.8.

Employees who are authorized to work more than forty (40) hours per week by the District within the pay period shall be given one and one half (1½) times their hourly rate of pay for hours in excess of forty (40) hours per week. All hours in excess of forty-eight (48) hours per week will be compensated at the rate of twice the base rate of pay. Hours paid for sick, personal, vacation leaves and paid holidays shall be considered in computing the employees' workweek.

1 **Section 7.8.1.**

2 If compensatory time is given and such compensatory time has been approved by the supervisor in
3 advance in lieu of pay for work performed beyond the forty (40) hour week, it shall be at the rate
4 of time and one-half (1½). If the compensatory time cannot be or is not taken by the second week
5 of August of the current school year, the employee must be paid at the overtime rate.
6

7 **Section 7.9.**

8 Employees who are asked by the District to work on holidays shall be compensated at twice their regular
9 hourly rate.
10

11 **Section 7.10.**

12 In the event of a District closure or individual building closure, employees who work at the effected
13 locations shall not be expected to report to work. Employees reporting to work shall receive a minimum of
14 two (2) hours pay at base rate in the event of such a closure. However, no employee shall be entitled to
15 any such compensation in the event of actual notification by the District of the closure prior to leaving
16 home for work or if the school closure is announced over the radio on such stations that carry such reports.
17 Actual hours worked beyond two (2) hours must be approved in advance by the employee's supervisor.
18

19 **Section 7.11.**

20 In the event of early dismissal due to inclement weather or other emergency, IAEOP members will be
21 allowed to leave without loss of pay at the discretion of the principal or designee. IAEOP members
22 employed at non-school locations will be released after the last school has dismissed and by the
23 Superintendent or designee. Each building will use their decision-making process to determine how the
24 building staff will deal with the negative impact of inclement weather conditions or other emergencies. If
25 such emergencies require staff to stay beyond their workday, those who cover will be compensated at their
26 applicable rate.
27

28 **Section 7.12. Emergency Closure.**

29 Employees shall not be required to work in extreme conditions after the safety of students has been
30 established and the District is no longer responsible for the students' well-being. If an employee's
31 workstation is closed or seriously impaired after the period of initial emergency, the District may elect to
32 provide a reasonable alternative means that will allow employees to carry out required duties and
33 responsibilities. Alternatives which require the payment of overtime will be utilized only if such overtime
34 is considered to be essential by the District. Should the events listed in Section 7.10, 7.11 and 7.12 occur,
35 the District may elect to provide a reasonable alternative means that will allow employees to carry out
36 required duties and responsibilities including working remotely. If an alternative means including remote
37 work is not an option, employees may elect to use unpaid leave, schedule make-up time with the approval
38 of the supervisor to avoid a loss of pay or use any available paid leave to avoid loss of time. Remote work
39 opportunities will be considered for approval by the building Principal or designee in school buildings,
40 and by the Superintendent or designee in non-school buildings.
41

42 **Section 7.13.**

43 Members of the bargaining unit shall not be required to respond to security calls for a vacant building
44 without a police escort.
45

46 **Section 7.14.**

47 An employee recalled to work for a period noncontiguous with their regular shift shall have the
48 opportunity to work for at least three (3) hours. If meaningful work is not available, the District shall pay
49 the employee's rate of pay for a minimum of three (3) hours.

Section 7.15. Additional Hours of Work.

Two (2) or less hours per day of work may be added to a position without such additional hours being posted per Section 16.1. The hours will be offered in accordance with Section 10.6.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1.

Employees in positions of less than two hundred sixty (260) days may adjust their calendar by up to three (3) days per work year for the purpose of accommodating personal needs with authorization from supervisor.

Definition of Work Year for Office Personnel: Paid Vacation: 3.5 hours/day or more.

Annual Assignment	Workdays	Paid Holidays	Years 1-9	Years 10-14	Years 15-19	Years 20+	Total Paid Days Hours/Day or More
9 Month	180	9	9	11	12	13	198 - 202
10 Month	202	11	10	12	13	14	223 - 227
10 Month - Secondary	205	11	10	12	13	14	226 - 230
10 Month - Elementary	207	11	10	12	13	14	228 - 232

11 Month	Workdays	Paid Holidays	Years 1-4	Years 5-10	Years 11-15	Years 16-19	Years 20+	Total Paid Days Hours/Day or More
11 Month	222	13	11	15	18	19	21	246 - 256
		14*						247 - 257 (July 4)*

12 Month	Workdays	Paid Holidays	Vacation Days	Total Paid Days Hours/Day or More
Years 1 - 3	233	14	12	260
Years 4 - 14	226	14	20	260
Years 15+	221	14	25	260

Holidays on the next page

HOLIDAYS

Holiday	9 Month	10 Month	11 Month	12 Month
Labor Day	X*	X	X	X
Veterans' Day	X	X	X	X
Thanksgiving Day	X	X	X	X
Day after Thanksgiving	X	X	X	X
Day before Christmas			X	X
Christmas Day	X	X	X	X
Day after Christmas	X	X	X	X
New Year's Day	X	X	X	X
Martin Luther King Day	X	X	X	X
Presidents' Day	X	X	X	X
Friday of Spring Vacation			X	X
Memorial Day	X	X	X	X
Juneteenth	X*	X*	X*	X
Independence Day	X*	X*	X*	X
<i>*If worked the day before and the day after.</i>				

If more employees within a department apply for a specific vacation date than the program manager can allow, the matter shall be resolved as follows:

1. If the vacation requests for a specific year are established prior to November 1, seniority shall prevail.
2. Requests for scheduled vacation after November 1 shall be scheduled based on the first person to make a request.

In those years containing more than two hundred sixty (260) workdays, non-work, non-paid day(s) will be scheduled by the District in such a manner that such day(s) occur in conjunction with one (1) or more existing non-workday(s).

ARTICLE IX

LEAVES

Family And Medical Leave Act of 1993.

Pursuant to the provisions of the Family and Medical Leave Act of 1993, the District shall provide the appropriate leave for all eligible employees.

1 **Section 9.1. Sick Leave.**

2
3 **Section 9.1.1.**

4 Each employee, with a regular assignment covering each day of the school year or more shall be
5 provided with twelve (12) days of illness/injury leave. The twelve (12) illness/injury leave days
6 count toward retirement and the sick leave buy-back plan as provided by the State. Such leave shall
7 be cumulative based on the hours/day of the assignment times twelve (12) and shall
8 accumulate to the maximum allowed according to law. The number of hours per illness/injury
9 leave day shall correspond with the regular hours per workday of the employee (i.e., a seven and
10 one-half (7½) hour day earns an equal illness/injury leave day; a four (4) hour day earns four (4)
11 hours of leave). Absence under illness/injury leave (as defined by RCW 28A.400.300) shall be
12 paid at full salary until the exhaustion of accumulated illness/injury leave days. Those persons
13 employed less than one hundred eighty (180) days during any school year shall accumulate one (1)
14 day of leave eligibility as described above for each month of employment.

15
16 The Superintendent or designee shall, upon employee request, grant emergency leave in
17 accordance with RCW 28A.400.300 with pay such as court appearances, legal counsel, business
18 that cannot be performed at any other time, emergency illness in the family and other emergencies
19 which make it impossible for the employee to work. The District may require the employee to
20 provide a licensed medical practitioner's signed statement to validate an absence if there is a need
21 to determine fitness for duty and/or the District can demonstrate reasonable suspicion of leave
22 abuse.

23
24 **Section 9.1.1.1.**

25 The District shall continue to provide the attendance incentive plan (VEBA) developed by
26 the state for the duration of this Agreement.

27
28 **Section 9.1.1.2.**

29 Upon application therefore, the District shall grant disability leave that is the direct result of
30 pregnancy, up to thirty (30) workdays. Employees granted disability leave may, at their
31 option, be allowed compensation for disability leave in accordance with Section 9.1.1.,
32 above. If the individual circumstances result in a longer or shorter period of disability, the
33 attending physician shall determine the duration of such a period. Before returning to work,
34 the employee must be certified by their physician as ready and able to return to work.
35 Either the employee or the District may make the request for the physician to make such a
36 determination.

37
38 **Section 9.1.2.**

39 In the event employees are absent for reasons which are covered by Industrial Insurance, the
40 District shall pay the employee an amount equal to the difference between the amount paid the
41 employee by the Department of Labor and Industries and the amount the employee would normally
42 earn. A deduction shall be made from the employee's accumulated sick leave in accordance with
43 the amount paid to the employee by the District.

44
45 **Section 9.2. Bereavement Leave.**

46 Absence due to death or near the time of death in the immediate family shall be granted with full pay for
47 up to five (5) days. Immediate family shall be defined as the following family relationships to both the
48 employee and spouse: (1) father and mother, (2) spouse, (3) children, (4) siblings, (5) grandparents, (6)

grandchildren, (7) aunts and uncles, (8) nephew or niece, (9) stepchildren, (10) stepparents, (11) any relative or significant other residing in the employee's household. Bereavement Leave granted in the above circumstances is not deducted from sick leave and shall not exceed twenty (20) days per fiscal year (September 1 – August 31). One (1) day of Bereavement Leave, taken from Emergency Leave, will be allowed for a close friend.

Section 9.3. Personal Leave.

Absences may be granted without pay at the discretion of the Executive Director of Human Resources on a day-to-day basis for personal reasons for purposes not covered by other provisions in this Agreement.

Section 9.3.1.

All employees covered by this Agreement shall be entitled to two (2) days of paid personal leave per school year. Employees beginning their fifth (5th) year of service with the District shall be entitled to three (3) days of paid personal leave per school year. All employees covered by this Agreement shall accumulate unused days to a total of ten (10) days. Leave without pay to extend breaks, vacations or holidays may be approved. In the event that a substitute can be provided, the leave without pay will be converted to a paid personal leave and deducted from the employee's accumulated personal leave balance. Such leave may be used for bereavement not covered by Section 9.2. If a substitute is required, a request for leave may be denied if the demand for qualified substitutes exceeds the number available. If the need for personal leave can be anticipated, it shall be scheduled with the employee's supervisor at least one (1) week in advance. Employees shall be entitled to use personal leave in hourly increments.

Section 9.3.2.

Employees who have accumulated at least five (5) personal leave days at the end of the school/contract year will be able to cash out two (2) days of personal leave per year at the employee's current hourly rate of pay. Employees must complete the District form indicating their choice of cash out or accumulation by the end of the School contract year. If no form is completed, unused leave in excess of ten (10) days will automatically be cashed out on the October pay warrant at the employee's hourly rate from the previous year.

Section 9.4. Family/Medical Leave.

The District complies with leave provisions under state and federal laws and regulations, as amended. See Paid Family and Medical Leave, Washington Family Care Act, Federal Family and Medical Leave Act, with National Defense Authorization Act 2008 Amendments, Military Spouse Leave of Absence and Domestic Violence Leave. Contact Human Resources for information and leave related documents. Employees are entitled to a total of twelve (12) workweeks of family and medical leave (FMLA) during any fiscal year (September 1 - August 31). To be eligible for consideration, an employee must have worked within the District for at least one (1) year prior and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months.

Section 9.4.1.

If leave is taken for birth or placement for adoption or foster care and both spouses work for the District, the family and medical leave that may be taken is limited to a combined total of twelve (12) work weeks, provided that any period of physical disability taken by the biological mother shall not be included in the twelve (12) week limitation.

1 **Section 9.4.2.**

2 Employees must first exhaust all disability/emergency leave (when applicable), before applying for
3 Family Leave. Employees may withhold earned and unused vacation or earned and unused paid
4 personal leave for use outside of FMLA and PFML leave.
5

6 **Section 9.4.3.**

7 Upon returning from Family and Medical Leave (FMLA and PFML), the employee shall be
8 entitled to be restored to the same position that the employee held when the leave started.
9

10 **Section 9.4.4.**

11 For part-time employees and those who work variable hours, the Family and Medical Leave
12 (FMLA) entitlement is calculated on a pro rata or proportional basis. Employees not eligible for
13 medical benefits will receive leave only.
14

15 **Section 9.5. Judicial Leave.**

16 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a
17 co-defendant with the District, such an employee shall receive a normal day's pay for each day of required
18 presence in court; provided, however, that any compensation received for such service shall be paid to the
19 District. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the
20 event that an employee is a party in a court action unrelated to District business, such an employee may
21 request a leave of absence.
22

23 **Section 9.6. Leave of Absence.**

24 **Section 9.6.1.**

25 Upon notice to the immediate supervisor, and upon authorization of the Executive Director of
26 Human Resources and approval of the Board of Directors, an employee may be granted a leave of
27 absence for a period not to exceed the time period ending July 31 of the contract year in which the
28 Board approval occurred. However, if such leave is granted due to extended illness, one (1)
29 additional school year may be recommended to and approved by the Board of Directors. An
30 employee who requests a leave of absence in order to pursue another position within the bargaining
31 unit will be allowed only if such leave occurs for one (1) year - from August 1 through July 31.
32 The employee requesting such leave will be required to apply, interview, and be offered the
33 position. If the employee accepts the position, the employee will have to remain in such position
34 for the duration of the leave – August 1 through July 31. That employee's position will be filled by
35 a leave replacement for the duration of the leave period. Once the leave term has concluded, the
36 employee will be allowed to return to their position. An employee who decides to return early from
37 a leave of absence, except for those employees who took a leave of absence in order to accept a
38 position within the bargaining unit for one (1) year, will only be allowed to return to their original
39 position if the position is being filled by a leave replacement. The employee returning from leave
40 will notify the District at least forty-five (45) workdays prior to their anticipated return date.
41

42 **Section 9.6.2.**

43 If returning within one (1) year or less, the returning employee will be assigned to the position
44 occupied before the leave of absence. After one (1) year, the employee shall be returned to a
45 position of equivalent workday/year, hours per day and level; if no position is available, the
46 employee will be considered in layoff status. Employees hired to fill positions of employees on
47
48

1 leave of absence will be hired for a specific period of time, during which they shall be subject to all
2 provisions of this Agreement except as provided in Section 1.4.7. It shall be the responsibility of
3 the District to provide replacement employees with a copy of these provisions.
4

5 **Section 9.6.3.**

6 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on
7 leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the
8 employee is on leave of absence; provided, however, that if such leave is approved for extended
9 illness or injury, seniority shall accrue.
10

11 **Section 9.7. Child Conference Leave.**

12 Employees shall be authorized leave time to attend their children's school conferences without loss of pay,
13 provided, however, that such time may be taken without requiring a paid substitute, and further provided
14 that such leave shall not exceed four (4) hours per school year.
15
16
17

18 **ARTICLE X**

19
20 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**
21

22 **Section 10.1.**

23 The seniority of an employee within the bargaining unit shall be established as of the date on which the
24 employee began continuous daily employment within the bargaining unit unless such seniority shall be
25 lost as hereinafter provided.
26

27 **Section 10.2. Probation (New Employees).**

28 Newly hired employees shall complete a ninety (90) workday probationary period upon reporting for duty.
29 The probationary period shall be extended one (1) day for each day the employee is absent for an excused
30 absence.
31

32 **Section 10.2.1.**

33 Any concerns regarding an employee's performance will be shared with the employee by the
34 supervisor at the time they are identified.
35

36 **Section 10.2.2.**

37 Probationary employees may be terminated from employment without cause.
38

39 **Section 10.3.**

40 Employees who voluntarily terminate their employment shall give the District ten (10) workdays notice
41 prior to the expected date of job termination. Upon receipt of such notice, the District shall, within five (5)
42 workdays, inform the employee of eligible benefits to be received upon the conclusion of employment.
43 Termination by the employee without adherence to this section may result in forfeiture of any vacation
44 benefits.
45
46
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48

1 **Section 10.4.**

2 The seniority rights of an employee shall be lost for the following reasons:

- 3 A. Resignation
4 B. Discharge for justifiable cause or
5 C. Retirement.
6

7 **Section 10.5.**

8 Seniority rights shall not be lost for the following reasons, without limitation:

- 9 A. Time lost by reason of industrial accident, industrial illness or judicial leave
10 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
11 United States
12 C. Time spent on other authorized leaves or
13 D. Time spent in layoff status as hereinafter provided
14

15 **Section 10.6.**

16 The employee with the earliest hire date shall have preferential rights regarding shift selection. The
17 employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new
18 or open jobs or positions, and layoffs when ability and performance are substantially equal with junior
19 employees. If the District determines that seniority rights should not govern because a junior employee
20 possesses ability and performance substantially greater than a senior employee or senior employees, the
21 District shall set forth in writing to the employee or employees and the Association its reasons why the
22 senior employee or employees have been bypassed, if requested. The District also reserves the right to
23 open any vacant position to the public for application under the standards of fair employment practices and
24 select the person with the best qualifications for the job. For these purposes Office Personnel and College
25 and Career Specialists shall have separate seniority lists but should any employee move from one
26 classification to the other their total years of employment shall constitute their placement on the longevity
27 scale.
28

29 **Section 10.6.1. Seniority List Posting and Update.**

30 The seniority list shall be posted on the District's intranet. This information may be provided on
31 any form which is convenient for the District and shall be supplemented and revised monthly as
32 changes occur.
33

34 **Section 10.7.**

35 Those employees who are designated to be laid off shall receive a layoff slip containing the following
36 information at least thirty (30) days prior to layoff:
37

- 38 A. Name, position, date of hire by years, months and days
39 B. Reason(s) for layoff
40 C. Benefits for which the employee may be eligible (pay, vacation pay, unemployment
41 compensation information)
42 D. Copy of seniority list
43 E. Return slip for the employee to provide the District with updated address and telephone number
44 F. Failure to notify the District of change of address or telephone number shall be reason to be
45 removed from the recall list
46

47 **Section 10.7.1.**

48 For the purposes of this section, the outside applicant shall be considered to be the least senior
49 employee.
50

1 **Section 10.7.2. Displaced and Reduced-Hour Employees.**

2 Displacement shall mean a reassignment as a result of Reduction in Force. A reduced-hour
3 employee is one who suffered a reduction in assigned work of two (2) or more hours per day.
4 Reduction in Force shall mean the loss of a job as a result of the position(s) having been eliminated
5 due to lack of funds, work, or reorganization.
6

7 The displaced or reduced-hour office personnel employee, thus excluding College and Career
8 Specialists, may replace the least senior employee within the group level holding a comparable
9 position. Should there be no displacement options, such displaced and/or reduced-hour employee
10 shall be on the recall list described in Section 10.8 below.
11

12 The displaced or reduced-hour College and Career Specialist employee, thus excluding office
13 personnel, may replace the least senior employee within the said group level holding a comparable
14 position. Comparable shall mean a position of equivalent workday/year, hours per day and level.
15 Should there be no displacement options, such displaced and/or reduced-hour employee shall be on
16 the recall list described in Section 10.8 below.
17

18 **Section 10.8. Recall List.**

19 Employees who are laid off shall be placed on one (1) of two (2) recall lists: (1) Office Personnel or (2)
20 College and Career Specialists, based on seniority and recalled in the reverse order of layoff for those
21 positions for which recall list they are on and for which they are qualified. An employee who was laid off
22 cannot be recalled to a higher group level than which the employee held at the time of layoff. Employees
23 on layoff shall remain on the recall list for no more than two (2) years from the date of the layoff.
24

25 **Section 10.8.1.**

26 Employees shall be notified in writing or by telephone that a vacancy may be available. Those
27 employees who reject an offer of employment which at least equals the rate of pay held in the last
28 position shall be removed from the recall list. This section shall not preclude an employee from
29 accepting an offer of employment for less salary than that of the employee's last position.
30

31 **Section 10.8.2.**

32 Employees who are laid off shall retain seniority and retirement benefits in accordance with the
33 rules of the retirement system and shall be paid at the time of layoff.
34

35 **Section 10.8.3.**

36 The District shall convert accrued vacation days to salary and provide such compensation to the
37 employee during the next regular pay period.
38

39 **Section 10.9.**

40 In the event that layoffs or major displacements are required, the parties will meet to determine the
41 most appropriate procedure to solve the problem. If agreement cannot be reached in a timely manner, the
42 provisions of Article X above shall be followed.
43
44
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ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.

An employee who has received communication from the District or immediate supervisor indicating that they could be subject to disciplinary action, upon request, may have a representative present at any investigatory interview the employee reasonably believes may result in discipline. When a request for such representation is made, and an Association representative is not available, any investigative interview will be postponed for a maximum of three (3) workdays to afford an opportunity for an Association representative to be present. When a postponement is requested, employees may be placed on paid administrative leave until the investigative interview occurs.

Section 11.2.

All disciplinary action shall be based on just cause, other than employees on probation. Just cause shall be defined as a cause outside legal cause, which must be based on reasonable grounds and there must be a fair and honest cause or reason regulated by good faith. The District shall follow a policy of progressive discipline, which includes a Letter of Direction which provides written direction for future conduct. A Letter of Direction is not disciplinary and shall be limited to copies to the supervisor and employee. Letters of Direction are not part of the disciplinary record unless there is subsequent misconduct that results in disciplinary action. Should subsequent misconduct of the same nature occur within a two (2) year time period, the following progressive discipline steps shall be followed: Documented verbal warning, and/or written reprimand, and/or suspension, termination. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing. If the District has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure.

Section 11.3.

If the District imposes/proposes disciplinary action(s), the employee and their building representative and/or local representative will be notified of such in writing. The employee shall be offered a Loudermill hearing within ten (10) working days of the written notification of a proposed suspension or termination and before imposing either. The Association shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the last step if deemed necessary by either party.

Section 11.4.

Written reprimands must be sent to the Association within twenty (20) working days of being issued. If requested by the employee and if the District concurs, written reprimands will be removed from an employee's personnel file after twenty-four (24) months from the date of issuance. Written reprimands shall not be removed from the employee's personnel file if the District and the employee are involved in a legal pending matter. In accordance with WAC 181-88 and RCW 28A.400.301, no information related to substantiated verbal or physical abuse, or sexual misconduct may be removed from any employee file.

Section 11.5.

Nothing contained in this section shall in any regard limit the operation of other sections of this article.

1 **Section 11.6.**

2 Except in extraordinary cases, and as otherwise provided in this article, the District will normally give
3 employees two (2) weeks' written notice of intention to discharge. Such notice shall include the
4 employee's eligible benefits, causes for termination, and any appeals process which may be available
5 through this Agreement.
6
7
8

9 **ARTICLE XII**

10 **INSURANCE AND RETIREMENT**

11
12
13 **Section 12.1. Health Benefits.**

14 Employees projected to be working six hundred thirty (630) hours or more shall be eligible to receive a
15 District contribution for their selected benefits as outlined in SEBB. The District agrees to provide the
16 insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members
17 and their dependents as required by state law, the state operating budget, and the School Employee's
18 Benefit Board (SEBB). Inclusive of District funding will be payment of the retiree carve-out for all
19 eligible employees.
20

21 **Section 12.2.**

22 The District shall provide tort liability coverage for all employees subject to this Agreement.
23

24 **Section 12.3.**

25 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan
26 offered through the District. On receipt of a written authorization by an employee, the District shall make
27 the requisite withholding adjustments and deductions from the employee's salary.
28

29 **Section 12.4.**

30 The District shall make available to bargaining unit employees a Section 125 Pay Plan as authorized by
31 the Internal Revenue Service. Any unspent Section 125 funds at the end of the plan year shall be allocated
32 to insurance pool for distribution per Section 12.1.1.
33
34

35 **ARTICLE XIII**

36 **VOCATIONAL TRAINING**

37
38
39 **Section 13.1.**

40 The District will provide adequate training to employees when new equipment is installed. When the
41 District purchases new equipment, it will endeavor to have the vendor provide training for staff. Such new
42 equipment shall be operated by current employees after adequate training is provided. Funds for staff
43 training will be provided when available through the staff development office. Attendance by employees
44 at training programs will be without cost to the employee and no salary deduction shall be made for
45 attendance during working hours.
46

47 **Section 13.2.**

48 Release time, at no loss of pay, shall be provided to employees for the purpose of attending workshops,

classes or seminars of benefit to the employee and the District in the employees' currently assigned position upon the approval of the employee's immediate supervisor. Employees requested to attend a workshop, class or seminar by the District outside of the employee's normal working hours shall be compensated for all hours in attendance at the employee's regular hourly rate.

Section 13.3.

The District and the Association agree that the National Association of Educational Office Personnel (NAEOP), Professional Standards Program (PSP) is a recognized achievement standard in the District. Employees in the Office Personnel classification holding the following certificates shall be compensated at the listed hourly premiums, these premiums shall be paid by the District effective the following payroll period.

Basic	\$0.45 per hour
Associate Professional	\$0.48 per hour
Advanced I	\$0.51 per hour
Advanced II	\$0.54 per hour
Advanced III	\$0.57 per hour
Bachelor's	\$0.60 per hour
Master's	\$0.63 per hour
Doctorate	\$0.66 per hour

The District shall reimburse each employee annually the financial amount of dues to offset the cost of NAEOP and WAEOP professional membership dues required for PSP certification. Members must have paid their dues within the time frame of this Collective Bargaining Agreement in order to be eligible for reimbursement. A completed District purchase order form, along with the attached dues receipts, must be sent to Human Resources between September 1 and March 1, in order to be eligible for reimbursement.

In addition, the following will apply.

1. All employees in the bargaining unit who acquired a PSP certification prior to September 1, 2011, will be grandfathered and compensated in accordance with Section 13.3 of the Issaquah School District/PSE IAEOP (ISD/PSE) Agreement.
2. Effective September 1, 2011, and thereafter, employees who apply for and receive a PSP certification issued by the National Association of Educational Office Professionals (NAEOP) and submit proof of such valid PSP certification to the Human Resources Department will be compensated pursuant to Section 13.3 of the ISD/PSE Agreement.
3. In accordance with NAEOP standards, those employees identified in item two (2), above, will be required to recertify every five (5) years in order to keep their certification valid. To qualify for recertification, an employee must have maintained continuous membership in NAEOP and have accrued sixty (60) hours of approved continuing education, such as adult education, in-service training, CEU's or formal college classes.
4. Employees identified in item two (2), above, who elect not to recertify in accordance with the requirements of NAEOP as noted in item three (3), above, and therefore allow their certification to expire will not be eligible for compensation pursuant to Section 13.3 of the Agreement.

1 **Section 13.4.**

2 Employees are encouraged to submit certificates of completion to Human Resources for inclusion in their
3 personnel file.
4

5 **Section 13.5. Professional Development Fund.**

6 The District and the Association agree that an annual amount of ten thousand dollars (\$10,000) will be
7 allocated each year on September 1, to be used for training and/or certification. Substitute costs will not be
8 paid for out of this fund.
9

10 **Section 13.6. Mentor Program.**

11 The purpose of the Mentor Program is to assist in the development and orientation of new office personnel
12 by providing time with an experienced employee who can guide and mentor them through the process of
13 learning the operation of schools, District procedures and effective office management techniques.
14 Employees shall qualify to be a mentor after five (5) years of service. Interested employees shall indicate
15 their interest in writing to the Human Resources Department. Mentors shall be assigned to one (1) mentee
16 per mentor on a rotating, seniority basis. Up to forty (40) hours will be allowed for the purpose of
17 supporting the new employee in their job. The time will be used to demonstrate or discuss procedures and
18 processes, answer questions and provide referral resources. Mentors shall be paid an hourly Mentor
19 premium at the rate of the Mentor's regular hourly rate. It is expected that mentoring activities shall occur
20 during the Mentor and new employee's regular workday.
21
22
23

24 **ARTICLE XIV**

25 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

26 **Section 14.1. Regular Dues Check Off.**

27 The District shall deduct Association state dues from the gross pay of any employee who authorized such
28 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to
29 the State Treasurer of the Association via Automated Clearing House (ACH) transfer. Transmissions will
30 include payments and an electronic list of all represented employees with deduction amounts. Transactions
31 will be received within five (5) business days following payroll. Submissions are to include all employees
32 covered by the Collective Bargaining Agreement. A dues remittance form shall accompany the payment
33 every month and include membership status changes.
34
35
36

37 **Section 14.2. Dues Authorization and Revocation.**

38 An employee's written, electronic, or recorded voice authorization to have the District deduct Membership
39 dues from the employee's salary must be made by the employee to the Association. If the District receives
40 a request for authorization of deductions, they shall as soon as practicable forward the request to the
41 Association at membership@pseofwa.org. The employee's authorization remains in effect until expressly
42 revoked by the employee in accordance with the terms and conditions of the authorization. An employee's
43 request to revoke authorization for payroll deductions must be in writing and submitted by the employee to
44 the Association in accordance with the terms and conditions of the authorization. Revocations will not be
45 accepted by the District if the authorization is not obtained by the employee to the Association. After the
46 District receives confirmation from the exclusive bargaining representative that the employee has revoked
47 authorization for deductions, the District shall end the deduction effective on the first payroll after receipt
48 of the confirmation. The District shall rely on information provided by the exclusive bargaining
49 representative regarding the authorization and revocation of deductions.

1
2 **Section 14.3.**

3 The parties recognize that an employee should have the option of declining to participate as a member in
4 the Association yet contribute financially to the activities of the Association in representing such employee
5 as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the
6 membership requirements of the previous sections of this article, an employee who declines membership
7 in the Association may pay to the Association each month a service charge as a contribution towards the
8 administration of this Agreement in an amount equal to the regular monthly dues. This service charge shall
9 be collected by the Association in the same manner as monthly dues.
10

11 **Section 14.4.**

12 Nothing contained in this Agreement shall require Association membership of employees who object to
13 such membership based on bona fide religious tenets or teachings of a church or religious body of which
14 such employee is a member. Such employees shall pay an amount equivalent to normal dues to a
15 nonreligious charity or other charitable organization mutually agreed upon by the employee and the
16 Association. The employee shall furnish written proof that such payment has been made. If the
17 employee and the Association cannot agree on such matter; it shall be resolved by the Public Employment
18 Relations Commission pursuant to RCW 41.56.122.
19

20 **Section 14.5. Political Action Committee.**

21 The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct
22 from the pay of such bargaining unit employees the amount of contribution the employee voluntarily
23 chooses for deduction for political purposes and shall transmit the same to the Association on a check
24 separate from the regular dues check off transmittal check. Section 14.6 of the Agreement shall apply to
25 these deductions. The employee may revoke the request at any time. At least annually, the employee shall
26 be notified by the Association's state office about the right to revoke the request.
27

28 **Section 14.6. Hold Harmless.**

29 The Association will indemnify, defend and hold the District harmless against any claims, suits, orders
30 and/or judgments against the District on account of any checkoff of Association dues or voluntary political
31 contributions.
32
33
34

35 **ARTICLE XV**

36 **GRIEVANCE PROCEDURE**
37
38

39 **Section 15.1.**

40 Grievances or complaints arising between the District and its employees within the bargaining unit defined
41 in Article I herein, with respect to matters dealing with the interpretation or application of the terms and
42 conditions of this Agreement, shall be resolved in strict compliance with this article.
43

44 **Section 15.2. Grievance Steps.**

45
46 **Section 15.2.1.**

47 **INFORMAL STEP:** An employee shall first discuss the grievance with their immediate supervisor
48 or to the appropriate supervisor/administrator who took the action(s) or made the decision on

1 which the grievance is based. If an employee so wishes, they may be accompanied by an
2 Association representative at such discussion. All grievances not brought to the immediate
3 supervisor in accordance with the preceding sentence within thirty (30) District business days of
4 the occurrence of the grievance shall be invalid and subject to no further processing.
5

6 **Section 15.2.2.**

7 STEP ONE (1): If the grievance is not resolved within fifteen (15) District business days from the
8 meeting with the supervisor to the employee's satisfaction in accordance with the preceding
9 subsection, the employee shall reduce to writing a statement of the grievance containing the
10 following:
11

- 12 A. The facts on which the grievance is based
 - 13 B. A reference to the provisions in this Agreement which have been allegedly violated and
 - 14 C. The remedy sought
- 15

16 The employee shall submit the written statement of grievance to the immediate supervisor or to the
17 appropriate supervisor/administrator who took the action(s) or made the decision on which the
18 grievance is based with a copy to the immediate supervisor, for reconsideration and shall submit a
19 copy to the Executive Director of Human Resources or their designee. The parties will have fifteen
20 (15) District business days from submission of the written statement of grievance to resolve it by
21 indicating on the statement of grievance the disposition. If an agreeable disposition is made, all
22 parties to the grievance shall sign it.
23

24 **Section 15.2.3.**

25 STEP TWO (2): If no settlement has been reached within the fifteen (15) days referred to in the
26 preceding subsection, and the Association believes the grievance to be valid, a written statement of
27 grievance shall be submitted within fifteen (15) District business days to the District
28 Superintendent or the Superintendent's designee. After such submission, the parties will have
29 fifteen (15) District business days from submission of the written statement of grievance to resolve
30 it by indicating on the statement of grievance the disposition. If an agreeable disposition is made,
31 all parties to the grievance shall sign it.
32

33 **Section 15.2.4.**

34 STEP THREE (3): If a satisfactory solution is not reached within fifteen (15) business days after
35 the individual or the Association representatives have met with the District Superintendent or the
36 Superintendent's designee, the Association may request an arbitrator be called upon to decide
37 whether there has been a violation, misinterpretation, or misapplication of any of the terms of this
38 agreement.
39

40 Within fifteen (15) business days after such written notice of submission to arbitration, the District
41 and Association will request a list of arbitrators from the American Arbitration Association. The
42 parties will be bound by the rules and procedures of the American Arbitration Association. Neither
43 party shall be permitted to assert in the arbitration proceedings any evidence not previously
44 disclosed to the other parties. The arbitrator shall render the decision in writing no later than thirty
45 (30) business days after the conclusion of the hearings or, if oral hearings are waived, then thirty
46 (30) business days from the date statements and proofs were submitted to the arbitrator.
47
48

The Award of the Arbitrator shall be accepted as final and binding. There shall be no appeal from the Arbitrator's decision by either party if such decision is within the scope of the Arbitrator's authority as described below.

- a. The Arbitrator shall not have the power to add to, subtract from, disregard, alter or modify any of the terms of this agreement or other Board policy.
- b. The Arbitrator's power shall be limited to deciding whether there has been a violation, misinterpretation, or misapplication of any of the terms of this agreement or of District regulation. In case of any action which the arbitrator finds improper or excessive, such action may be set aside, reduced, or otherwise changed by the arbitrator. The arbitrator may award back pay to compensate the employee, wholly or partially, for any salary lost.

The fees of the Arbitrator, the cost of transportation, and other necessary general costs shall be shared equally by the District and the Association. All other costs will be borne by the party incurring them.

Section 15.3.

The District shall not discriminate against any individual employee or the Association for taking action under this Article.

ARTICLE XVI

TRANSFERS, PROMOTIONS, OPENINGS, ASSIGNMENTS

Section 16.1. Notification of Openings.

Section 16.1.1.

The District shall post all openings in positions covered by the Agreement in all school buildings at least ten (10) days prior to filling the opening. All qualified applicants from within the bargaining unit who have properly applied in writing shall be the first considered. If the applicant is not selected for a particular position, that employee shall be granted an interview with the Superintendent or designee. The District shall use Section 10.6. as a guideline in filling all openings.

Section 16.1.2.

Should the creation of a new position or an opening occur requiring the use of a substitute for an interim period, the interim period shall be no longer than forty-five (45) workdays. In the event that due to unusual circumstances the interim period is exceeded, the District and the Association shall consult concerning the circumstances. Following consultation, at the option of the Association, the provisions of Section 16.2as it relates to the new or open position may be exercised.

Section 16.1.3. Transfer Requests.

Employees who desire to transfer to another building or position (even though no opening may exist at the time), may file a written statement of such desire with the Human Resources Department. Such a statement shall include the positions and/or locations, in order of preference, to which the employee desires to be transferred. When such requests are received, the Human

Resources Department shall review other requests to determine whether or not there are compatible requests. The District must consider such requests but shall not be required to honor them. Such requests shall be kept on file in the Human Resources Department for future consideration for one (1) year or until the office is notified in writing by the applicant to withdraw the statement. To implement this section, the District will utilize the following procedure:

1. Open position or in-district posting of five (5) days, and only one (1) bargaining unit member applies: The District has the authority to assign that bargaining unit employee to the vacant position.
2. Open position or in-district posting of five (5) days, and two (2) or more bargaining unit employees apply: The District will utilize the provisions of Section 10.6.
3. Exchange of positions within the same salary classification when no open position exists:
 - a. The District may elect to reassign two (2) or more bargaining unit employees to mutually agreeable positions; or
 - b. Two (2) or more bargaining unit employees may initiate an exchange of positions, subject to approval of their immediate supervisors and the Director of Human Resources; and
 - c. The Association is advised of the pending personnel action.
4. District initiated transfer is limited to the following conditions:
 - a. Significant decline in student enrollment; or
 - b. Significant changes in attendance area; or
 - c. Significant funding losses, significant budgetary changes affecting buildings or departments, or significant administrative reorganization; or
 - d. Closing of schools or worksites; or
 - e. Adjusting for staff returning from leave of absence, as provided in Article IX of this Agreement; or
 - f. Placing employees where they are most likely to succeed; or
 - g. Subject to good faith consultation with the Association, with the mutual understanding between the parties that the District will not act in an arbitrary and capricious manner; or
 - h. Prior to any District initiated transfer, the District will provide the Association with written notification at least thirty (30) business days prior to the transfer; or
 - i. Any transfer in lieu of a reduction-in force shall be subject to mutual agreement between the District and the Association.

Section 16.2. Job Descriptions.

The District will provide the Association with job descriptions for all employees subject to this Agreement. The District will provide the Association with written notification of such amendments, changes, and additions to job descriptions if requested by the Association. Modification of existing positions, or the creation of new positions, shall require reopening of this Agreement pursuant to Article XVIII, Section 18.3, for salary of new or modified position, only if requested by either party in writing. Job descriptions may be reviewed every three (3) years by the Labor Management Committee when requested by the Association.

Section 16.2.1.

The District agrees that the assignment of significant ongoing duties is not covered by "other duties as assigned."

1 **Section 16.2.2.**

2 Requests for reclassification will be accepted between November 1 and February 1. If requests for
3 reclassification are received in a timely manner, the Reclassification Committee shall determine
4 the positions to be reviewed, whether requests were received from persons holding the positions or
5 not. When the Reclassification Committee has established its recommendations, the
6 recommendations may be referred to negotiations. If there is no request to negotiate, the
7 Reclassification Committee's recommendations will be accepted.
8

9 **Section 16.2.2.1.**

10 The Reclassification Committee shall consist of six (6) members. Three (3) from the
11 IAEOP and three (3) from the District. The Executive Director of Human Resources or
12 designee shall serve as a non-voting resource to the Reclassification Committee and
13 provide administrative support. Each party will be responsible for the selection of its own
14 members. The parties shall attempt to have members serve and rotate off the committee
15 every two (2) years.
16

17 **Section 16.2.2.2.**

18 Employees, the IAEOP, and/or the District may file a written appeal of a classification with
19 the Reclassification Committee within thirty (30) workdays following the committee's
20 decision. If desired, employees may request a pre-appeal conference with the Human
21 Resources Director or designee, to review the rating system and its application to their
22 specific job. The Reclassification Committee shall convene and review the appeal of the
23 position within twenty (20) workdays after the appeal is filed. A decision regarding the
24 appeal shall be issued by the Reclassification Committee within twenty (20) workdays
25 following the meeting of the Reclassification Committee.
26

27 **Section 16.2.2.3.**

28 Upward reclassification shall be retroactive to the date the request was filed.
29

30
31 **ARTICLE XVII**

32
33 **SALARIES AND EMPLOYEE COMPENSATION**
34

35 **Section 17.1.**

36 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
37 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours
38 worked, and rates paid with each paycheck.
39

40 **Section 17.1.1.**

41 As of October 1, 1998, employees will be required to participate in a direct deposit program for
42 pay warrants. Upon written request and approval by the Executive Director of Human Resources,
43 exceptions will be made for due cause. There shall be no limit on the number of times an employee
44 may change direct deposit recipients. The District shall be responsible for the accurate and timely
45 transferring of deposits.
46

47 **Section 17.1.2.**

48 Employees hired in a substitute, temporary or supported employment capacity shall be
49 compensated in accordance with Step 1 of the position's category on the salary schedule.

Section 17.2.

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

Section 17.2.1.

Effective September 1, 2025, employees shall receive the following increase:

Step 1-5	2.4% or IPD, whichever is greater
Step 6-7	3.4% or IPD, whichever is greater
Step 8-9	4.4% or IPD, whichever is greater
Step 10-11	5.4% or IPD, whichever is greater
Step 12-15	6.4% or IPD, whichever is greater
Step 16 +	7.4% or IPD, whichever is greater

Effective September 1, 2026, employees shall receive the following increase:

Step 1-5	IPD
Step 6-7	IPD +1%
Step 8-9	IPD +2%
Step 10-11	IPD +3%
Step 12-15	IPD +4%
Step 16+	IPD +5%

Effective September 1, 2027, employees shall receive a 4% increase inclusive of IPD.

Effective September 1, 2028, employees shall receive a 4% increase inclusive of IPD.

Career Specialists' increase for each year of this Agreement shall be reflective of the annual increases for Steps 1 and 2.

Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date or as negotiated at the time of agreement.

Section 17.2.2.

Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement if possible, and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such retroactive pay shall be paid on the first regular pay day following agreement on such schedule, if possible, and in any case not later than the second regular pay day.

Section 17.2.3.

Incremental step movement, where applicable, shall take effect on September 1 of each year during the term of this Agreement, provided the employee was actively employed on February 1 of that year, and has been continuously employed through August 31. An employee recalled from layoff status shall receive appropriate incremental step movement pursuant to Section 20.1.2.

Section 17.2.4.

Any employee who changes job positions or classifications shall receive full longevity credit regarding step placement on Schedule A.

Section 17.3.

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the rate established by the District.

Section 17.4.

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures as approved by the District.

Section 17.5. Committee Pay.

The District shall clearly identify whether or not employees serving on a committee that meets outside of regular work hours will be paid or unpaid. If the committee is designated as a paid committee, employees filling a required position will be paid their regular rate of pay or receive compensatory time off during the same week. The District may invite employees to serve on unpaid committees but shall not pressure any specific employee to do so. Regarding committee service, it is the intention of the District to treat all groups equally.

Section 17.6. Replacement of Personal Property.

September 1 of each year, the District will establish a one thousand two hundred dollar (\$1,200) fund to assist bargaining unit members in the replacement of personal property damaged or destroyed while performing responsibilities directly related to their positions, not otherwise covered by health insurance or Labor and Industries.

Section 17.7. Correction of Pay Errors.

Underpayments:

In the event of payroll errors which have resulted in underpayment(s) to employees, the District shall make timely corrections. The employee and the District shall agree on when payment shall be made to the employee.

Overpayments:

Following written notification to the employee, errors resulting in overpayment(s) shall be corrected on the next payroll cycle, provided the District and employee will work out a repayment agreement prior to any adjustment to the employee's pay warrant, if requested by the employee.

Section 17.8. Personal Communication Device Compensation.

The District will provide effective communication devices when necessary.

ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Section 18.1.

The term of this Agreement shall be September 1, 2025 through August 31, 2029.

1 **Section 18.2.**

2 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding
3 its execution date, except as provided in the following section.
4

5 **Section 18.3.**

6 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
7 parties in writing; provided that the Agreement shall be reopened as necessary to consider the impact of
8 any relevant legislation enacted following the execution of this Agreement.
9

10 **Section 18.3.1.**

11 The impact of site based management on mandatory subjects of collective bargaining shall be
12 negotiated prior to any implementation.
13

14 **Section 18.4.**

15 If any article or section of this Agreement shall be held to be invalid by operation of law or by a tribunal of
16 competent jurisdiction, said article shall be null and void and all other sections and articles shall continue
17 in full force and effect. Provided further, that the Association and District agree to comply with all federal
18 and state laws and regulations related to the implementation and administration of this Agreement.
19

20 **Section 18.5.**

21 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with state
22 or federal statutes or regulations promulgated pursuant thereto.
23

24 **Section 18.6.**

25 In the event either of the two (2) previous sections is determined to apply to any provision of this
26 Agreement, such provision shall be renegotiated pursuant to Section 18.3.
27
28
29

30 **ARTICLE XIX**

31 **PERSONNEL FILES**
32
33

34 **Section 19.1.**

35 Employees or former employees shall, with prior notification and provided a member of the Human
36 Resources Department is available to be present, have the right to inspect all contents of their complete
37 personnel file kept within the District including letters of recommendation or commendation. Upon
38 request, a copy of any document contained therein shall be afforded to the employee. The District may
39 require compensation for the cost of such copies.
40

41 **Section 19.2.**

42 If personnel files are maintained anywhere in the District except by the Human Resources Department, the
43 Payroll Office or the employee's immediate supervisor, the employee shall be notified. Any such file
44 maintained outside of the Human Resources Department shall be considered working files. All provisions
45 of the article shall apply to all personnel and working files.
46

47 **Section 19.3.**

48 Anyone at the employee's request may be present during review of the personnel file(s).

1 **Section 19.4.**

2 Any derogatory material which may be used against an employee in such disciplinary action as reprimand,
3 suspension, or termination of employment must be made known to the employee within ten (10) employee
4 workdays after receipt or composition.

5
6 **Section 19.5.**

7 No evaluation, correspondence, or other material derogatory to an employee shall be kept or placed in the
8 personnel file without the employee's knowledge and opportunity to attach their own comments. All
9 material in the personnel file shall be dated. An employee may request derogatory material be deleted
10 from the personnel file after twenty-four (24) months from the date of issuance, provided there have been
11 no other incidents/violations of a similar nature during that period. However, the District is not required to
12 remove such derogatory material if the District believes it is still relevant. In accordance with WAC 181-
13 88 and RCW 28A.400.301, no information related to substantiated verbal or physical abuse, or sexual
14 misconduct may be removed from any employee file.

15
16
17
18 **ARTICLE XX**

19
20 **LONGEVITY CREDIT AND TRANSFER OF PREVIOUS EXPERIENCE**

21
22 **Section 20.1.**

23 Any newly hired employee who has within the past one (1) year been employed in an occupation directly
24 related to the District position for which they are hired shall be granted longevity credit in the IAEOP
25 bargaining unit in accordance with this Article and applicable provisions of RCW 28A.400.300.

26
27 **Section 20.1.1.**

28 A newly hired employee may be granted one (1) year longevity credit for each two (2) years of
29 applicable prior work experience; provided, however, that such longevity credit shall not exceed
30 Step 2. The provisions of Section 20.1.3. and the applicable provisions of RCW 28A.400.300 shall
31 govern with regard to transfer employees.

32
33 **Section 20.1.2.**

34 An employee recalled from layoff status shall be granted the longevity credit held at the time of
35 layoff, or advanced if such advancement would have been appropriate notwithstanding the layoff.

36
37 **Section 20.1.3.**

38 An employee transferring within one (1) year of prior employment in any common school district
39 in the State of Washington shall receive longevity credit according to law.

40
41 **Section 20.2.**

42 At the time of hire, the District shall evaluate prior work experience to determine eligibility for longevity
43 credit, and the employee and the Association shall be advised of the determination.

44
45 **Section 20.3.**

46 The longevity credit so transferred or granted shall be applicable to all benefits herein including
47 Schedule A, except the seniority provisions; provided, however, that recalled employees shall retain
48 seniority credit according to Article X of this Agreement.

Section 20.4.

In the event that the IAEOP bargaining unit has a different system for computing salary schedule placement, leave benefits, vacation benefits, and other longevity benefits than does a transferring school district, a transferring employee shall be granted the same longevity benefits as an employee in the IAEOP bargaining unit who has similar occupational status and years of service.

Section 20.5.

Longevity is defined as credit for years of service for purposes of salary schedule placement and benefits. Seniority is defined as credit for years of service as provided in Article X of this Agreement.

ARTICLE XXI

EVALUATION

Section 21.1.

When the employee is first hired or before September 30 of each year, the employee's immediate supervisor will meet with the employee to review job responsibilities within the job description.

Section 21.2.

Employees within the bargaining unit shall be formally evaluated at least once annually prior to May 31 of each year and may be formally evaluated at any time. Said conference shall occur by mutual agreement, but not later than May 31.

Section 21.3.

Unsatisfactory is defined as receiving one (1) or more marks in the unsatisfactory column on the Summative Evaluation Rating or annual evaluation form which can be utilized at any time during the work year. If an employee's performance is deemed to be unsatisfactory at any time, the immediate supervisor shall arrange a conference with the employee to discuss performance concerns and address areas of performance where the employee will need to improve.

Upon request, the employee shall be entitled to have a representative at the conference. Said conference shall occur within ten (10) days of employee notification. The immediate supervisor may place the employee on a performance improvement plan by reducing to writing, specific items of concern. The employee shall be informed of the duration of such a plan, the areas of performance where the employee shall be required to improve, the performance expectations to be achieved and, if applicable, any District support to be provided to the employee. The immediate supervisor shall meet periodically with the employee, but at least twice a month, and provide the employee with written and verbal feedback on their performance during any performance improvement plan period.

Following the initial notice to the employee of performance concerns and the establishment of a performance improvement plan, an employee may not be terminated for poor job performance unless the employee has been provided with resources where appropriate to successfully complete the plan and verbal and written feedback to address continuing performance concerns during the improvement plan. At the discretion of the immediate supervisor, if the employee does not successfully meet the expectations established in the plan, the employee may be subject to having their employment terminated. Nothing in

1 this article shall be construed to prevent an employee from being discharged or disciplined for misconduct
2 that is unrelated to the satisfactory performance of assigned duties. At the conclusion of the performance
3 improvement plan, the immediate supervisor will communicate, in writing, the outcome of the plan and
4 any subsequent action that the immediate supervisor may deem appropriate.
5

6 **Section 21.4.**

7 Alleged violations of the evaluation procedures shall be subject to the provisions of the grievance
8 procedure. The content of the evaluation is not subject to grievance.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

IAEOP CHAPTER #707

ISSAQUAH SCHOOL DISTRICT #411

BY: Katherine Kennedy Johnson
Katherine Kennedy Johnson (Jul 28, 2025 13:13:48 PDT)
Katherine Johnson, Chapter Co-President

BY: Carleena Pfeiffer
Carleena Pfeiffer (Jul 28, 2025 13:39:27 PDT)
Carleena Pfeiffer, Director of HR

DATE: 07/28/2025

DATE: 07/28/2025

BY: Sicily Graham
Sicily Graham (Jul 29, 2025 08:34:46 PDT)
Sicily Graham, Chapter Co-President

DATE: 07/29/2025

SCHEDULE A
ISSAQUAH ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL
SEPTEMBER 1, 2025 - AUGUST 31, 2026

<u>STEP</u>	<u>B*</u>	<u>C</u>	<u>D</u>	<u>College/Career</u>
1	\$31.91	\$33.86	\$35.71	\$40.50
2	\$31.91	\$33.86	\$35.71	\$41.72
3	\$32.23	\$34.19	\$36.07	
4	\$32.59	\$34.57	\$36.38	
5	\$32.92	\$34.88	\$36.76	
6	\$33.60	\$35.58	\$37.45	
7	\$33.98	\$35.95	\$37.80	
8	\$34.63	\$36.63	\$38.51	
9	\$34.98	\$36.97	\$38.87	
10	\$35.70	\$37.70	\$39.57	
11	\$36.08	\$38.07	\$39.93	
12-15	\$37.72	\$39.79	\$41.70	
16+	\$38.06	\$40.16	\$42.09	

Substitute Rates: Step 1 for each level.

SCHEDULE B
ISSAQUAH ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL
SEPTEMBER 1, 2025 - AUGUST 31, 2029

GROUP B

Assistant Principal's Support - High School
Receptionist - Administration Building
Receptionist - School
Office Support - Attendance
Office Support - Counseling Department
Office Support - Data Processor - High School
Office Support - Schools
Office Support - Department
Facilities / Athletics / Activities - High School

GROUP C

Assistant to Director of Transportation
Bookkeeper - ASB
Bookkeeper - High School
Bookkeeper - Middle School
Department Professional - Facilities
Department Professional - Teaching & Learning
Department Professional - Technology
Department Professional - Transportation
Office Professional - Echo Glen
Office Professional - Elementary
Payroll Technician - Transportation
Registrar - Middle School
Registrar - High School
Registrar - Online Learning
Substitute Services Technician

GROUP D

Accounting Specialist	Compliance Specialist
Assistant to the Director Student Information Systems	Facility Use Specialist
Assistant to the Director of Student Interventions	Food Services Specialist
Assistant to the Director of Capital Projects	Payroll Specialist
Assistant to the Director Career & Tech Ed	Purchasing Specialist
Assistant to the ECE Coordinator	Services Records / Compliance Specialist
Assistant to the Director of Educational Technology	
Assistant to the Director of Elementary Special Programs	
Assistant to the Director of ELL	
Assistant to the Director of Student Interventions	
Assistant to the Director of Student Information Systems	
Assistant to the Director of Before & After School Care	
Assistant to the Director of Special Services	
Assistant to the Director of Teaching & Learning	
Assistant to Principal - Elementary	
Assistant to Principal - Middle School	
Assistant to Principal - High School	
Assistant to Principal - Echo Glen	
Assistant to Principal - Gibson Ek	

COLLEGE AND CAREER SPECIALISTS