Collective Bargaining Agreement for

2018-2019
2019-2020

Between
The Hockinson ESP and the
Board of Directors
Hockinson School District
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PREAMBLE

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the Act); and

To promote the continued improvement of the relationship between the Hockinson School District and the classified employees of said District; and

To provide a uniform basis for implementing the right of public employees to join the Hockinson Educational Support Personnel Association/Washington Education Association and to be represented by such organization in matters concerning their employment relations with the District; and

To set forth prescribed rights of the classified employees of the School District; and

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 mutual concern;

This Agreement is made and entered into on this 27th day of November, 2018, by and between the District and the Association.
ARTICLE I – ADMINISTRATION

SECTION 1 - RECOGNITION

1.1 The District hereby recognizes the Hockinson Educational Support Personnel Association/Washington Education/National Education Association as the exclusive bargaining representative for all classified employees in the bargaining unit described in Section 1.2.

1.2 The bargaining unit to which this Agreement is applicable is as follows: All full-time and regular part-time classified employees of the Hockinson School District #98, in any of the following job classifications: Secretarial, clerical, custodial, aides, media support and maintenance, campus security, and grounds, excluding: Confidential employees, custodial and maintenance supervisors, and network coordinators.

1.3 The term "Association" when used hereinafter in the Agreement shall refer to the Educational Support Personnel Association/Washington Education Association.

1.4 The term "employee" when used herein after in the Agreement shall refer to all classified employees represented by the Association.

1.5 Unless the context in which they are used clearly requires otherwise, words used in the 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 mean the employee's working day.

SECTION 2 - STATUS OF AGREEMENT

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

2.2 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.

2.3 The effective date of this Agreement and any successor Agreement shall be September 1st or the day after the termination date of the previous Collective Bargaining Agreement.

2.4 All past practices of employment pertaining to wages, hours and conditions of employment shall be continued at no less than the standards in effect in the District at the time this Agreement is signed.

2.5 This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties. The parties agree to re-openers only on issues mutually agreed upon or relating to legislative actions impacting members of the bargaining unit.
2.6 All items shall continue in full force and effect until a successor Agreement is negotiated.

2.7 If an individual contract contains any language inconsistent with this Agreement, the Agreement shall be the controlling document.

SECTION 3 - CONFORMITY TO LAW

3.1 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provisions of this Agreement, or any application of this Agreement to any employee or group of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.

3.2 In the event a provision(s) is determined to be contrary to law as stated in 3.1, such provision shall be renegotiated. Negotiation shall commence within two (2) weeks after receipt of the written tribunal decision.

3.3 The parties will enter negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

SECTION 4 - DISTRIBUTION OF AGREEMENT

4.1 Following ratification and signing of this Agreement, the District shall design, prepare the camera-ready copy, and print two copies of this Agreement. One copy will be delivered to the Association and the other copy will be kept on file by the District. The District will make an electronic copy available through the District’s website for all employees and will include in-service on how to access it during the first staff meeting of the year and all new employee orientations.

4.2 There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District, and one by the Association.

SECTION 5 - AGREEMENT/ ADMINISTRATION / INTERPRETATION

5.1 Upon written request by either party, the Association, officials and district administrators shall meet to discuss school problems relating to interpretation or compliance with this Collective Bargaining Agreement or other problems. When a written request is made, the meeting shall be held within five (5) working days.

ARTICLE II BUSINESS

SECTION 1 - DUES, DEDUCTIONS AND REPRESENTATION FEES

1.1 All members of the bargaining unit shall, as a condition of employment, be a
member of the Association or pay an amount equal to the dues of the Association.

1.2 The District shall deduct from the employee's salary, each pay period, the dues required of membership, or for non-members thereof, a fee equivalent to such dues. This provision safeguards the rights of non-association employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Association dues to a nonreligious charity or to another charitable organization mutually agreed upon by the public employee affected and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association do not reach agreement of such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.

1.3 The District shall transmit the dues to the Washington Education Association each pay period.

SECTION 2 - RIGHTS OF THE ASSOCIATION

2.1 The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

2.2 The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association may place Association materials in district employee mailboxes.

2.3 The local Association shall have the right to use school facilities and school equipment for meetings, including computers, e-mail, photocopying machines, other duplicating equipment, calculating machines, and all types of audio visual equipment when such equipment is not otherwise in use, and with prior notification to the Supervisor.

The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

2.4 Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.

2.5 Employees shall be represented by Association Representatives, or in the absence of the regular Representative, by an alternate Representative. The Association shall furnish, in writing, to the District the names of Representatives and alternate Representatives upon their election or appointment. The Representatives, during working hours, may represent employees and spend reasonable time to investigate and present grievances to the District with the Association and District sharing substitute costs equally.
Should it become necessary for a Representative to leave his/her place of work
in order to represent an employee or investigate a grievance, the
Representative shall notify his/her supervisor and give the name of the
employee he/she is going to see. The Representative shall notify the supervisor
upon his/her return to work.

2.6 The District agrees to furnish to the Association in response to reasonable
requests pursuant to RCW 42.56, all available information concerning the
financial resources of the District, including but not limited to: annual financial
reports and audits; register of bargaining unit personnel; tentative budgetary
requirements and allocation; agendas and minutes of all School Board
meetings; treasurer’s reports; census and membership data; names and
addresses of all employees; salaries paid thereto; and such other information
as will assist the Association in developing intelligent, accurate, informed and
constructive programs on behalf of the employees, together with information
which may be necessary for the Association to process any grievance or
complaint.

2.7 The District shall grant twenty-five (25) days leave to the Association for use
by the President or his/her designee(s) to conduct Association business or
attend trainings or meetings

The employee must provide their supervisor with forty-eight (48) hours prior
notice. Employee substitute costs will be paid for by the Association.

2.8 The rights and privileges of the Association and its representatives as set forth
in this Agreement shall be granted only to the Association as the exclusive
representative of the employees and to no other organization claiming to
represent any portion of the unit or potential member of the unit.

2.9 On or before the first day of October, the District shall provide the Association
with information regarding each employee in the bargaining unit.

2.10 The District will provide the Association facility space to house Association
materials, a file cabinet and storage. The Association acknowledges that staff
and student needs may precipitate facility space either reduced or moved.

2.11 The District shall afford the HESP leadership/representatives time at the end
of District classified meetings to meet with HESP members.

ARTICLE III – PERSONNEL

SECTION I - EMPLOYMENT PROCEDURES

1.1 The District and Association recognize seven (7) categories of employees.
Bargaining unit work shall be performed only by employees in one (1) of the
seven (7) following categories:

1. Full-Time 9/10-Month Position:
275 An employee who is employed no less than thirty-two and a half (32.5) hours per week or six and a half (6.5) hours per day.

279 2. Full-Time 12-Month Position:
280 An employee who is employed no less than forty (40) hours per week or eight (8) hours per day, with a maximum 260 days per contract year, starting in 2016-2017 school year.

285 3. Part-Time 9/10-Month Position:
286 An employee who is employed less than thirty-two and a half (32.5) hours per week or six and a half (6.5) hours per day.

290 4. Part-Time 12-Month Position:
291 An employee who is employed less than forty (40) hours per week or eight (8) hours per day, with a maximum 260 days per contract year, starting in 2016-2017.

295 5. Probationary:
296 An employee who is newly hired to fill a full or part-time position shall serve a probationary period of ninety (90) work days.

300 6. Substitute:
301 An employee who is employed to fill a full or part-time position on a per diem basis while the regular employee is absent or on approved leave. It is expressly understood and agreed that a substitute shall in no case fill a vacant bargaining unit position for a period in excess of the probationary period as above defined.

307 7. Temporary:
308 If not filling a vacated bargaining unit position, a temporary position can be created for one (1) school year. If a temporary is needed for the second school year, then a posting will occur and a permanent position will be created.

314 1.2 In no case shall employees be requested or required to perform any duty normally performed by a certificated employee except for short periods of time for instructional or testing purposes when under the supervision of a certificated staff member.

319 1.3 The District shall enter into no contract which will result in work being provided, supervised or otherwise influenced by any person, organization, group or company other than persons directly employed by the District and who are members of the bargaining unit as defined in Article I, Section I of this
1.4 Seniority shall be defined as the length of service within the Hockinson ESP bargaining unit, not including any substitute service prior to hiring. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. Hires made at the beginning of the school year shall have a seniority date of September (1st) first. In the event that more than one (1) individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.

1.5 Probationary employees shall have no seniority until completion of the probationary period at which time their seniority shall revert to their first day of work.

1.6 Each employee shall have a seniority date to reflect his/her most recent date of hire by the District, as defined above. Any breaks in service ends placement on the seniority list. If the member returns at a later date, the date of their rehire becomes their first date of continuous employment.

1.7 The District shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and given to the union president who will submit it to each member of the bargaining unit, within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and given annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

1.8 Summer work will follow normal posting procedures as open temporary positions. Current employees will be considered for summer positions for which they are qualified prior to outside applicants with exception to categorically funded positions. Categorical positions will first be offered to current staff in said program before job is posted.

1.9 Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the District may be employed at other work on a job that is operated by the District and which he/she can do without regard to any seniority provision on this agreement.

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

1.11 An employee who is resigning shall give two (2) weeks’ notice. A resigning employee shall be entitled to all accrued benefits, provided proper notice has been given.

1.12 In the event that the District assigns an employee to perform services regularly performed by an employee with a classification having a higher rate of pay, the assigned employee will be paid at the higher rate, their own longevity,
beginning on the 3rd full consecutive shift. Categorically funded staff may only bump up to gain additional hours before or after their assigned shift.

Classification in this instance means moving from one group on the salary schedule to another. This does not include moving from one aide position to another or one custodian position to another. In the event that the district assigns a custodian to the duties of the custodial/maintenance supervisor's position in his absence for more than one working day, the assigned custodian shall be paid at his/her regular salary plus $1.25 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 employee's normal rate of pay while performing said services. In the event that an employee requests reassignment to the job classification at a lower rate of pay, then the employee shall be paid at the rate of pay applicable for the classification requested. Should changes to a position be substantial enough to reclassify the position, the position shall be bargained by an Association representative. Job descriptions for such positions will be provided to the Association.

1.13 Work assignments will be the responsibility of the district through the appropriate supervisor. All employees in the bargaining unit will be notified of assignments for the coming year by July 15. Reasonable Assurance Letters will be used to notify employees of assignments for the next school year.

1.14 If a regular employee works extra hours beyond his/her normal shift in either a temporary or substitute position, after 30 days (retroactive to the first day) he/she is entitled to additional benefits specifically defined as: Sick leave credit hours, personal leave credit hours, holiday pay and vacation hours where applicable. Changes to the insurance pool will not occur for these temporary changes in hours worked. 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. Thus any behavior contrary to law or deemed harmful to the health or safety of others by the District Superintendent may result in suspension without pay as the initial disciplinary action. An employee may be put on administrative leave with pay and without prejudice pending the outcome of an investigation.

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.

2.5 Non-probationary employees who are not offered an opportunity to work in a second academic year, after having been notified by the District that they would have employment, may be eligible for retroactive unemployment benefits. In order to be eligible for retroactive benefits, employee must file a timely claim for benefits for each week for which retroactive benefits would be sought.

2.6 Employees who are terminated shall be given all accrued benefits to the date of termination.

SECTION 3 - LAYOFF AND RECALL

3.1 Layoff shall be defined as a necessary reduction in the work force beyond the normal attrition due to a shortage of funds.

3.2 No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee has been given ten (10) workdays' notice.

3.3 In the event of a necessary reduction in work force, the District shall first lay off probationary employees, then the least senior employees. Beginning immediately and ending May 15, 2018 (or June 15th, 2018 only in the event the legislative session ends late), the seniority list shall be comprised of two classification groups i.e. Grounds/Custodial/Maintenance/Security and Aides/Paraeducators/Office-Clerical after which it will revert to one seniority list based solely on hire date. In no case shall a new employee be employed by the District while there are laid off employees who are qualified for a vacant or newly created position.

3.4 Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified, which is held by the least senior employee...
from the seniority classification group from which they were eliminated.

3.5 In the event of a reduction in the work hours in a department, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater departmental seniority than the employee he/she seeks to replace. In no case shall a reduction of any employee's work hours take effect until the District gives ten (10) workdays written notice to the affected employee(s).

3.6 A laid-off employee shall, upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off employees may continue their health, dental insurance benefits by paying the regular monthly per subscriber group rate premium and be allowed to continue such coverage for the period specified by COBRA regulations.

3.7 Laid-off employees shall be recalled in reverse order of layoff to any position for which they are qualified within their seniority classification group from which they were eliminated. Any employee who has served more than sixty (60) workdays in a classification within the past three (3) years shall be deemed qualified for any position in that classification.

3.8 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the District notified as to his/her current mailing address. A recalled employee shall be 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 the recalled employee can report for work providing the employee reports within the five (5) days period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights and recall for employment rights.

3.9 Employees on layoff shall retain their seniority for purposes of recall for a period of two (2) years.

3.10 Employees who are assigned outside their current job classification as result of layoff shall be provided retraining and orientation to the new assignment without cost to the employee. The extent of such training will be determined by the District.

3.11 Should a vacancy occur within the employee's former job classification, the employee 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 his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the District, or his/her 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 he/she 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. Religious and political activities of employees will be confined to personal and private time outside of assigned work hours.

4.4 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.

SECTION 5 - PERSONNEL FILES

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.

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 his/her 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 three (3) years old. If the Superintendent agrees that the negative information is no longer relevant or reflective of the employee's current work performance, he/she will remove the information from the file and give it to the employee.

SECTION 6 - EMPLOYEE PROTECTION

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 now existing or hereafter amended. Upon request of an employee, the District further agrees to indemnify and hold harmless employees for actions, claims or proceedings instituted against them arising out of the performance or failure of performance of duties for, or employment with the District, and to provide an attorney of the District's choosing to defend the employee against such claims, unless the District 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.

6.2 The District shall reimburse employees for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury sustained in the course of their employment. District liability under this section shall be limited to the amount specified by the Southwest Washington Workers' Compensation Trust.

6.3 The District shall provide employees with insurance protection covering them while they are engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance must include protection for employees from loss or damage to their personal property incurred while engaged in any supervisory capacity as designated by the District.

The District or its insurer(s) will reimburse the employee for the full cost of replacement of loss or damage to personal property caused while such employee is engaged in: (1) the maintenance of order and discipline; (2) the protection of school personnel, school property, or students; or (3) the supervision of students or school equipment.

"Personal property" is defined as eyeglasses, contact lenses, hearing aids, dentures, watches, or articles of clothing. Loss or theft of cash is NOT covered.

The District will provide specialized protective clothing to employees as required by the job and approved by the supervisor.
6.4 District liability, if any, for onsite damage to employee automobiles will be determined on a case by case basis. Claims that meet the requirements of this section will be paid within one accounting cycle of receipt and validation of the claim.

SECTION 7 - VOLUNTARY TRANSFERS

7.1 Notification of Vacancies:

(a) Date: The District shall deliver to the Association President a list of the known vacancies.

(b) Filing Requests: Employees who desire to transfer to another building or job may file a written statement of such desire with the Superintendent or his/her designee. Such statement shall include the job, school or schools to which he/she desires to be transferred, in order of preference. Such requests for transfers for the following year shall be submitted no later than June 1 unless the opening for which the transfer is desired occurs after June 1. Building in this instance refers to school campus, not individual buildings on that campus.

(c) If the omnibus appropriations act has not been passed by the Legislature for the 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 session of the Legislature.

(d) Notification: As soon as practicable, and no later than October 1, the Superintendent or his/her designee shall deliver to the Association a system wide schedule showing the names of all employees who have been transferred and the nature of such transfer.

7.2 Transfer Criteria:

In the determination of requests for voluntary transfer, for a posted, open position, the wishes of the individual employee shall be honored to the extent that the employee meets the minimum qualifications for the job as specified in the position posting and is the most qualified of the persons requesting the position. No such requests shall be denied arbitrarily, capriciously, or without basis in fact and shall be done in writing. If an employee’s request for transfer has been denied, a renewed or subsequent request made in the following school year shall be granted under the conditions described above, unless there is no available position to which the employee can be transferred. The employee with the most seniority shall receive the transfer, assuming that all have equal qualifications.
SECTION 8 - INVOLUNTARY TRANSFERS

8.1 Use of Voluntary Requests:

No vacancy shall be filled by means of involuntary transfer if there is a qualified volunteer available to fill 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 his/her 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 involuntarily 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

9.1 Promotional positions are those positions paying a higher salary differential and/or positions on the administrator/supervisory levels of responsibility.

9.2 The District may post internally and externally at the same time for positions. Posting of open positions shall be accomplished by placing the job announcement on the District website and by an e-mail which will be sent to all
bargaining unit members. Interested internal candidates need, at a minimum, to submit a letter of interest to HR within the first five (5) days of posting. External applicants will only be considered after the internal applicants.

SECTION 10 - MISCELLANEOUS WORKING CONDITIONS

10.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

10.2 In the absence of a building supervisor (principal), or designee, employees shall not be held accountable or made responsible for the administration or supervision of the building.

10.3 The District shall provide adequate rest areas, lounges and restrooms for employee use.

10.4 The District shall support and assist employees with respect to the maintenance of control and discipline of students in the employees assigned work area. The District or its designated representative shall take reasonable steps to relieve the employees of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.

10.5 An employee may use such physical force with a student as is necessary to protect him/herself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury, or to prevent damage to District property. All staff 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 Transition Program Paraeducator(s) while off campus with students.

10.6 The District will provide a minimum of six thousand dollars ($6,000) annually for employee-requested training or coursework. Each employee will be able to request up to five hundred dollars ($500) per year on a first-come/first-serve basis. In August of each year, employees may draw on remaining money in the pool for previously approved activities that exceeded the $500 allocation. Three employees, per school year, may request up to $1,000 from the annual allocation to attend WASWUG. Funds will be granted to one employee per school first. In the event a school does not have a participant, funds can be allocated to other schools. Up to three thousand dollars ($3,000) of unused funds may be rolled to the next year for a maximum of nine thousand dollars ($9,000) year over year.

The money may be used to reimburse training and course work fees, tuition, and required class materials. Training requires prior administrative approval and shall enhance the employee's job qualifications for his/her position.

10.7 Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary if the course requires them to attend during their regular employment time. Expenses
incurred for training course work fees and tuition will be paid by the District after
the District receives proof of completion, such as a certificate, transcript, or
other documentation stating successful completion of the class as well as proof
of payment such as a receipt, credit card statement or bank statement.

10.8 Employees attending training courses required by State regulation or District
policy as a condition of employment will be paid by the District at the
employee’s regular hourly rate of pay for all time in attendance, plus any fee or
tuition.

10.9 No employee shall be required to dispense or administer medication unless
qualified and legally authorized to do so.

10.10 An employee shall be responsible to only one (1) supervisor, said supervisor
to be designated by the District at the beginning of each school year.

10.11 The District recognizes that there are times when classified input is essential
in making building/site decisions. The District agrees to pay staff their hourly
rate to attend staff/district meetings that require their input as
stakeholders/employees with principal approval.

**SECTION 11 - HOURS OF WORK AND OVERTIME**

11.1 The normal work year for school-term employees shall be one hundred eighty-
five (185) days, with 180 days as per student school calendar and the
remaining five (5) days as determined by the building principal.

The following employees shall work one hundred eighty (180) days as per
student school calendar and the remaining work days as determined by the
supervisor.

<table>
<thead>
<tr>
<th>Position</th>
<th>High School</th>
<th>Middle School</th>
<th>Elementary School</th>
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<tbody>
<tr>
<td>Lead Secretary</td>
<td>210</td>
<td>205</td>
<td>205</td>
</tr>
<tr>
<td>Assistant Secretary</td>
<td>185</td>
<td>193</td>
<td>190</td>
</tr>
<tr>
<td>Registrar</td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Athletic Secretary</td>
<td>200</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Attendance Clerk</td>
<td>185</td>
<td>185</td>
<td>185</td>
</tr>
<tr>
<td>Bookkeeper</td>
<td>195</td>
<td>187</td>
<td>0</td>
</tr>
</tbody>
</table>

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

The normal workday for secretaries shall be eight (8) hours.

11.2 The normal work week for all employees is 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) minute uninterrupted lunch period (which is not part of the compensated work day) near the middle of the shift as practicable, and also include a fifteen (15) minute first half and a 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. Overtime pay should be pre-approved by the supervisor or designee such as the building principal. 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 process will only apply to three (3) individual levels per occurrence. Promoted employees will be paid pursuant to Article 3, Section 1.12.

11.9 Employees shall suffer no loss in wages, benefits, or contractual or statutory advantages and will not be required to make up lost days due to building and or school closure by the Superintendent. School or building closure is defined as the Superintendent declaring that a hazardous condition or conditions exist which threatens the safety of employees, not simply the suspension of classes as a result of transportation concerns 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.

11.10 Any additional hours of extra work required by the District be offered to employees in the respective classifications by seniority in each building
providing he/she has a work schedule which can accommodate the additional hours. When funding for short-term hours ceases to exist, the employee(s) who received the hours will suffer the reduction.

If the work requires specialized skills then the senior employee possessing the specialized skills will be offered the work rather than the most senior employee unless he/she possesses the skills.

If the additional hours will require the employee to work more than 40 hours during the work week, the work will be offered to another employee except in unusual circumstances.

The District recognizes the impact of outside community programs on office staff, maintenance and custodians. Additional hours may be budgeted and used to assist with high impact extra-curricular activities, including but not limited to: Football, graduation, basketball and Hockinson Fun Days. These arrangements must be approved prior to the event by the building principal and the Superintendent.

SECTION 12 – HOLIDAYS AND VACATIONS

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

(1) New Year's Day
(2) Martin Luther King Day
(3) President's Day
(4) Memorial Day
(5) Independence Day
(6) Labor Day
(7) Veteran's Day
(8) Thanksgiving Day
(9) Day after Thanksgiving
(10) Day before Christmas
(11) Christmas Day
(12) Day before New Year's Day

Floating holidays will be granted to 12 month employees who work the full contract year in years where the contract year exceeds 260 work days. These are unpaid days and must be taken as full days within the contract year.

12.2 Unpaid Religious Holiday:

Classified employees may request 2 (two) unpaid religious holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization outside of state recognized legal holidays.

12.3 Unworked Holidays:
Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either his last shift preceding the holiday or his/her first scheduled shift succeeding the holiday, and is not on unpaid leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee is ill and is unable to work on either of such shifts.

12.4 Worked Holidays:

Employees who are required to work on the above-described holidays shall receive twice their base rate for all hours worked on such holidays in addition to their holiday pay. Employees must receive prior approval from their supervisor before working on holidays.

12.5 Holidays during Vacation:

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

12.6 Vacations:

12 Month employees shall receive paid vacation time. Said vacation time may be used by eligible employees at times of the employee's choosing subject only to the condition where more than one employee requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting employees from being absent at the requested times. In such instances, the affected employee having the greatest seniority shall be granted his/her preferred vacation date(s).

12.7 Vacation time may be accumulated from year-to-year up to a maximum of forty (40) workdays. Upon termination, an employee shall be paid for all unused vacation time based upon his/her then current rate of pay. Vacation time shall be computed at the beginning of every contract year in September, with the exception of the employee's first year, when it will be prorated per their employment date, identified in the following schedule:

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<tbody>
<tr>
<td>First year</td>
<td>5 days</td>
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<tr>
<td>2nd – 5th years</td>
<td>10 days</td>
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<tr>
<td>6th – 10th years</td>
<td>15 days</td>
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<tr>
<td>11th year or more</td>
<td>20 days</td>
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</table>

The maximum that can be cashed out at separation is forty (40) days.

SECTION 13 - SALARIES AND SALARY PAYMENT

13.1 Salaries for employees subject to this Agreement during the term of the
13.2 For the 2018-2019 work year, all steps of the 2017-2018 salary schedule shall be increased by an additional 14.0%. See Appendix A.

For the 2019-2020 work year all steps of the 2018-2019 salary schedule shall be increased by the state IPD percentage increase in excess of 2%.

After the 2019-2020 work year increases shall be, at a minimum, that percentage increase appropriated by the legislature for classified salaries on a yearly basis.

13.3 An employee shall be placed on the next higher step on the salary schedule when employed during the preceding school year for the annual number of hours the position is authorized.

13.4 Classified employees will have electronic payroll deposits and access their payment information electronically through Skyward Employee Access. Electronic payroll deposits shall be issued on the last banking day of the month.

13.5 All compensation owed to an employee who is leaving the District shall upon request be paid on the payroll date in the month of termination if termination occurs prior to the 15th day of the month. If termination occurs after the 15th, then compensation owed will be paid on the payroll date for the following month.

13.6 All classified personnel will be paid in twelve (12) equal installments. Total yearly salary based on hourly rate times number of hours worked per year will be computed. This total will be divided by twelve (12) to arrive at the monthly salary to be paid. Adjustments to salary for additional hours, overtime worked, or uncompensated leave taken will be made monthly. Adjustments to total annual salary to assure correct amount paid will be made in August of each year.

SECTION 14 - TRANSPORTATION REIMBURSEMENT

14.1 When acting in accordance with assigned duties or when required to travel from one building site to another in his/her own private vehicle during working hours, an employee shall be reimbursed for such travel at the most current mileage rate allowed by IRS regulations for business travel.

SECTION 15 - INSURANCE AND FRINGE BENEFITS

15.1 Employee benefits shall be determined according to Washington State laws relating to these benefits. This section of the agreement is subject to yearly revision based on then current Washington State laws.

Employee benefit plans will include a pooling arrangement as prescribed by
Washington State laws. This shall include a determination by the bargaining unit of basic benefits for the members which may include medical, dental, vision, group term life, and/or group long term disability.

The District will pay for long term disability and life premiums for eligible classified staff.

Plan details shall be included as an amendment to this agreement and will be revised yearly if necessary as a result of changes in state laws. See Appendix B for plan details and priority order for pooling of basic benefits.

Members may select from the carriers identified on Appendix B.

Other plans and/or carriers may be included in this list of accepted plans at any time during the duration of this contract with the mutual consent of the District and the Association.

Dollars available shall be determined by multiplying total FTE classified staff in the bargaining unit times the then current state contribution times 12.

The FTE formula is based on the number of hours worked per day times the number of days worked plus hours for vacations and holidays. This equals total hours worked per year for purposes of this section. To be eligible for the maximum per month an employee must total 1,440 hours of work per year.

The maximum amount available for insurance benefits for the bargaining group shall not exceed the state appropriation for insurance benefits for the then current year.

The District agrees to pay the full HCA retiree subsidy each month for each FTE employee.

SECTION 16 – LEAVES

16.1 At the beginning of each work year, each employee shall be credited with advanced sick leave allowance of one (1) day per month for each month to be worked during the 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 receive twelve (12) days of sick leave front loaded at the beginning of the school year. A day is defined as the number of contracted hours in an employee’s work day.

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day’s pay for four (4) accumulated sick leave days. The employee may either cash in up to twelve (12) days per year on January 1st of each school year as stipulated in state regulations or cash in the entire accumulation at retirement at the rate of one (1) day’s pay per four (4) days of accumulated leave.
Absence due to injury incurred in the course of the employee's employment may be compensated for in the following manner: For absences due to job-related injuries which qualify for Industrial Accident and Workmen's Compensation coverage, a prorated portion of sick leave may be used, which when added to any of the above compensation shall equal, but not exceed, the employee's normal salary.

In the event of a birth of a child of the employee's spouse, sick leave will be allowed.

An employee who is unable to perform his/her duties because of personal illness, maternity or other disability, may, upon request, be granted leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the Superintendent. An employee who has been granted leave may return to service during the period of the leave after giving written notice to the Superintendent and with written permission of his/her personal physician.

16.2 Emergency and Family Illness Leave:

Employees shall upon request be granted a leave of absence with pay when such absence is occasioned by an emergency or illness in the immediate family. Emergency shall be defined as:

(1) A problem that has been suddenly precipitated and of such nature that pre-planning is not possible or could not relieve the necessity for the staff member's absence.

(2) The problem cannot be one of minor importance or of mere convenience, but must be of a serious nature.

(3) Weather conditions for local travel to and from work shall be considered a valid reason for an emergency leave.

(4) Emergency leave will not be granted for reasons connected with other leaves.

Immediate family for illness leave purposes shall be defined as: Children, spouse, parents, father-in-law, mother-in-law, grandparents, brothers, sisters, or anyone who lives with or is part of the family nucleus.

Such leave shall be deducted from accumulated sick leave. Application for the leave shall be entered into the AESOP system.

Employees may be eligible for District paid medical premiums, in some circumstances, in accordance with state and federal law and district policy if they are on leave without pay.
Parental Leave:

An employee requesting parental leave should give written notice to the District at least two (2) weeks prior to commencement of said leave. The written request for parental leave should include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth, shall inform the employer of the specific day when employee will return to work.

In the event sick leave has been exhausted, then the employee shall be granted a leave of absence as stated under the Sick Leave Provision.

An employee shall be allowed up to one (1) year of unpaid leave for the purpose of childcare. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.

The District shall grant leave and benefits in accordance with the Family Leave Acts (Federal and Washington State), and the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). During such leave, the employee may pay the District his/her share of any insurance benefits program in order to maintain those benefits.

Adoption Leave:

Three (3) non-cumulative days of leave with full pay shall be allowed either parent or 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 agency that cannot be scheduled outside of the regular work day.

Bereavement Leave:

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 request up to an additional two (2) days of leave. Requests will be processed through the building principal or Superintendent.


Jury Duty and Subpoena Leave:

Leaves of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received. The employee shall submit to the District written proof of service when jury duty is completed. Leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. Any stipend, transportation, meal or lodging expense reimbursement shall be retained by the employee.
16.7 Military Leave:

Employees shall be granted military leaves of absence when required by law. While on leave, the employee shall retain all benefits as though employment has been continuous in the district. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District.

16.8 Personal Leave:

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 request to the building principal shall be made at least one 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 he/she is taking it under this section. Personal leave is cumulative up to five (5) days. Personal leave may not be taken immediately previous to or immediately after scheduled vacations. Unused 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 30th of each year. The District will notify all employees by email of personal leave cash out request deadline by June 1st of each year.

16.9 Leaves of absence up to one (1) year without pay may be granted employees for the purpose of study, travel, recuperation, childcare, adoption, working in a professionally related field, and Association or Association related business. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District. Upon request by the employee, such leave may be renewed for up to one (1) additional year.

16.10 Any new person employed to replace an employee on any leave stated in this entire Section 16 will be considered a temporary employee and as such does not acquire seniority and/or employment termination rights during the period of leave.

16.11 Leave Sharing:

A. A District employee is eligible to receive donated leave if:

1. The staff member suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused, or is likely to cause, the staff member to:

   a. Go on leave-without-pay status; or
   b. Terminate his/her employment;
2. The staff member’s absence and the use of shared leave are justified;

3. The staff member has depleted, or will shortly deplete, his/her annual leave and sick leave reserves;

4. The staff member has abided by District rules regarding sick leave use; and

5. The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.

The amount of leave an individual receives is determined by the number of days contributed and subject to the restrictions following and state rules and regulations regarding leave sharing. However, a staff member shall not receive more than ninety (90) days per school year. In the event that the condition requiring the employee’s absence continues beyond the current school year, the employee shall not receive a total of more than four hundred eighty (480) days of leave during his/her employment with the district.

B. District employees may donate leave as follows:

1. A staff member who has an accrued annual leave balance of more than ten (10) days may request that the Superintendent transfer a specified number of days to another staff member authorized to receive shared leave. A staff member may not request leave to be transferred that would result in an accrued annual leave balance of fewer than ten (10) days.

2. A staff member who accrues annual leave and sick leave may request that the Superintendent transfer sick leave to a staff member authorized to receive shared leave. A donating staff member must retain a minimum of one hundred seventy-six (176) hours of sick leave after transfer.

3. A staff member who does not accrue annual leave but who has an accrued sick leave balance of more than twenty-two (22) days may request that the Superintendent transfer a specified amount of sick leave to another staff member authorized to receive such leave. A staff member may not request a transfer that would result in accrued sick leave balance of fewer than twenty-two (22) days.

4. A staff member who receives personal holiday leave may request that the Superintendent transfer a specified amount of personal holiday leave to another staff member authorized to receive shared leave. A staff member may request to transfer no more than eight (8) hours of personal holiday leave during any calendar year.

5. The number of leave days transferred shall not exceed the amount
authorized by the donating staff member.

6. Any leave donated by a staff member which remains unused shall be returned to the donor. To the extent administratively feasible, leave transferred by more than one staff member shall be returned on a pro-rata basis.

Requests for leave must be in writing and accompanied by a statement from an attending physician if applicable.

This leave may not be utilized for normal maternity leave purposes.

SECTION 17 - EMPLOYEE FACILITIES

17.1 The District shall provide furnished lounges, dining areas which may incorporate lounges, restrooms, appropriate office or classroom furniture, and parking space for employees.

Employees will be issued keys consistent with security needs.

SECTION 18 - EMPLOYEE EVALUATION

18.1 All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited. An employee shall be given a copy of any visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it.

18.2 There will be a post-observation conference within five (5) working days following any observation where improvement is recommended by the supervisor.

18.3 All recommendations are to be specific and in writing.

18.4 The final written evaluation conference between the employee and his/her immediate supervisor shall be held within five (5) working days of receipt of the final evaluation report. The final evaluation report for all employees will be submitted to the employee no later than five (5) days before the end of the school year contract. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. No such report shall be submitted to the central office, placed in the employee’s file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

18.5 Evaluation Procedure:

Communication: Prior to any evaluation report, the immediate supervisor of an
employee shall have had appropriate communication, including but not limited
to all steps in the paragraph below.

Reports: Evaluation reports shall be presented to each employee by his/her
immediate supervisor in accordance with the following procedures:

a. Such reports shall be issued in the name of the immediate supervisor
   based on a compilation of reports and observations by any or all
   supervisory personnel who come into contact with the employee in a
   supervisory capacity.

b. Such reports shall be addressed to the employee.

c. Such reports shall be written in narrative form and shall include, when
   pertinent:

   1. Strengths of the employee as evidenced during the period since
      the previous report.

   2. Weaknesses of the employee as evidenced during the period
      since the previous report.

   3. Specific suggestions as to measures which the employee might
      take to improve his performance in each of the areas wherein
      weaknesses have been indicated.

In the event an employee is given a negative evaluation that may lead to
dismissal, the employee shall be given an improvement plan and a minimum
of thirty (30) days in which to implement that plan to remediate identified
deficiencies.

The evaluation report form is included as Appendix C to this agreement.

ARTICLE IV - GRIEVANCE PROCEDURES

SECTION 1 – DEFINITIONS

1.1 A "grievant" shall mean an employee or group of employees or the Association
filing a grievance.

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, or that an employee has been treated inequitably, or that there
exists a condition(s) which jeopardizes employee health or safety.

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 resolve the claim.
“Days” shall mean employment days, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of procedure.

SECTION 2 – RIGHTS TO REPRESENTATION

2.1 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.

2.2 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.

2.3 In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.

2.4 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 him/herself, or at his/her 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.

SECTION 4 – PROCEDURE

4.1 Step I. The parties in interest acknowledge 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 his/her grievance
at Step I, or if no decision has been rendered within six (6) days after
presentation of the grievance, then the grievance may be referred to the
Superintendent or his/her official designee. The Superintendent shall arrange
for a hearing with the grievant and/or the Association, to take place within five
(5) days after his/her 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 four (4) days to provide his/her
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 his/her grievance at Step II, or if no decision has been rendered within ten
(10) days after he/she has first met with the Superintendent, he/she may within
five (5) days after a decision by the Superintendent, or fifteen (15) days after
he/she has first met with the Superintendent, whichever is sooner, request in
writing that the Association submit his/her 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 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 his/her 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 his/her 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 his/her 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 his/her participation in this grievance procedure.

SECTION 7 - COOPERATION OF BOARD AND ADMINISTRATION

7.1 The Board and Administration will cooperate with the Association in its investigation of any grievance; and further, will furnish the Association such information as is required for the processing of any grievance.

SECTION 8 - RELEASE TIME

8.1 Should the investigation or processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits with the district and Association sharing substitute costs equally.

SECTION 9 - PERSONNEL FILES

9.1 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

SECTION 10 - GRIEVANCE FORMS

10.1 Forms for filing grievances, serving notices, taking appeals, reports and recommendations and other necessary documents will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the
ARTICLE V - DURATION AND REOPENER

SECTION 1

1.1 Duration of the contract shall be for two (2) years.

1.2 The parties agree to reopeners only on issues relating to legislative actions impacting members of the bargaining unit.

ATTESTS:

FOR THE ASSOCIATION

President

Negotiators:

FOR THE BOARD

Chair

Board Members:

ATTEST:

Board Secretary
## Appendix A

### 2018-2019 Hockinson Education Support Personnel Salary Schedule

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</table>

**Table/Lane**

201 General Duty Aide
202 Attendance, Media Support
203 Assistant Secretary, MS Bookkeeper, Special Programs Paraeducator (SPED, LAP, TITLE)
204 HS Athletic Secretary, HS Bookkeeper, Media Tech, 18-21 Program Paraeducator
205 Custodial, Security
206 Grounds
207 Lead Secretary, HS Registrar, Speech Language Pathology Aide
208 Lead Custodian, Maintenance
209 Lead Grounds

Appendix A-1
APPENDIX B

ESP
BENEFITS PLAN

Basic Benefits (State Allotment)

Medical
Kaiser Permanente – HMO
Kaiser Permanente – PPO, Added Choice plans

Vision
Vision is part of all medical plans

Optional

Dental
Kaiser Permanente – HMO or PPO-FG
Optional (not part of state allotment)

American Fidelity
Short Term Disability (Salary Insurance)
Cancer Insurance
Critical Illness Insurance
Accident Insurance
Flexible Spending Accounts
Daycare Reimbursement Accounts
Voluntary Life Insurance

VEBA

District-Paid

Long Term Disability
Mutual of Omaha-LTD – Benefit if meets eligibility

Term Life Insurance
Mutual of Omaha – Benefit if meets eligibility
### QUALITY AND QUANTITY OF WORK

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<tr>
<td>Takes pride in appearance of work and displays sense of neatness</td>
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<tr>
<td>Works accurately</td>
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<tr>
<td>Keeps work up to schedule</td>
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<tr>
<td>Can be depended upon for quality work</td>
<td></td>
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<tr>
<td>Uses time efficiently</td>
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### WORK HABITS

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<td>Is regular in attendance</td>
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<tr>
<td>Is punctual</td>
<td></td>
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<tr>
<td>Gives adequate notice when absent from work</td>
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<tr>
<td>Is a willing worker at all times</td>
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<tr>
<td>Is personable in manner</td>
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<tr>
<td>Can be relied upon to handle other phases of work when needed</td>
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<tr>
<td>Is willing to accept responsibility</td>
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<tr>
<td>Is organized in approach to tasks</td>
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<tr>
<td>Suggests changes to improve work</td>
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<tr>
<td>Finds ways and means of dealing with emergencies</td>
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<tr>
<td>Maintains the confidentiality of the position</td>
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<tr>
<td>Maintains neat work area</td>
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### TECHNICAL ABILITY

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<td>Demonstrates the proper use of spoken and written English</td>
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<tr>
<td>Possesses related skills for position</td>
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<tr>
<td>Has specific knowledge of all phases of job</td>
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<tr>
<td>Operates equipment required for the position</td>
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<tr>
<td>Takes advantage of training opportunities</td>
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### HUMAN RELATIONS

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<td>Receives constructive criticism well</td>
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<tr>
<td>Deals courteously and tactfully with fellow employees</td>
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<tr>
<td>Deals courteously and tactfully with public</td>
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<tr>
<td>Deals courteously and tactfully with students</td>
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### ADDITIONAL COMMENTS

Employee's Signature: __________________________ Date: __________

Supervisor's Signature: __________________________ Date: __________

The employee and the Administrator shall sign the evaluation in acknowledgment of having reviewed the evaluation.

The employee may, at their option, file a written statement to accompany the evaluation in areas where there is disagreement with statements in the evaluation.