

**Collective Bargaining
Agreement
for**

2018-2019

2019-2020

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

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59 **PREAMBLE**

60

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

63

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

66

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

71

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

73

74 To enable the classified employees more fully to participate in and contribute to the
75 development of policies pertaining to wages, hours and working conditions and other
76 matters of mutual concern;

77

| 78 This Agreement is made and entered into on this 27th day of November, 2018, by and
79 between the District and the Association.

80 **ARTICLE I – ADMINISTRATION**

81
82 **SECTION 1 - RECOGNITION**

- 83
- 84 1.1 The District hereby recognizes the Hockinson Educational Support Personnel
85 Association/Washington Education/National Education Association as the
86 exclusive bargaining representative for all classified employees in the
87 bargaining unit described in Section 1.2.
88
- 89 1.2 The bargaining unit to which this Agreement is applicable is as follows: All full-
90 time and regular part-time classified employees of the Hockinson School
91 District #98, in any of the following job classifications: Secretarial, clerical,
92 custodial, aides, media support and maintenance, campus security, and
93 grounds, excluding: Confidential employees, custodial and maintenance
94 supervisors, and network coordinators.
95
- 96 1.3 The term "Association" when used hereinafter in the Agreement shall refer to
97 the Educational Support Personnel Association/Washington Education
98 Association.
99
- 100 1.4 The term "employee" when used herein after in the Agreement shall refer to all
101 classified employees represented by the Association.
102
- 103 1.5 Unless the context in which they are used clearly requires otherwise, words
104 used in the Agreement denoting gender shall include both the masculine and
105 feminine; words denoting number shall include both the singular and plural;
106 and the word "day" shall mean the employee's working day.
107

108 **SECTION 2 - STATUS OF AGREEMENT**

- 109
- 110 2.1 This Agreement shall supersede any rules, regulations, policies, resolutions, or
111 practices of the District which shall be contrary to or inconsistent with its terms.
112
- 113 2.2 The duties of any employee or the responsibilities of any position in the
114 bargaining unit shall not be altered except as provided for in this Agreement.
115
- 116 2.3 The effective date of this Agreement and any successor Agreement shall be
117 September 1st or the day after the termination date of the previous Collective
118 Bargaining Agreement.
119
- 120 2.4 All past practices of employment pertaining to wages, hours and conditions of
121 employment shall be continued at no less than the standards in effect in the
122 District at the time this Agreement is signed.
123
- 124 2.5 This Agreement may be reopened on any item(s) during the term of the
125 contract by mutual consent of the parties. The parties agree to re-openers only
126 on issues mutually agreed upon or relating to legislative actions impacting
127 members of the bargaining unit.
128

129 2.6 All items shall continue in full force and effect until a successor Agreement is
130 negotiated.

131
132 2.7 If an individual contract contains any language inconsistent with this
133 Agreement, the Agreement shall be the controlling document.
134

135 SECTION 3 - CONFORMITY TO LAW
136

137 3.1 This Agreement shall be governed and construed according to the Constitution
138 and Laws of the State of Washington. If any provisions of this Agreement, or
139 any application of this Agreement to any employee or groups of employees
140 covered hereby shall be found contrary to law by a tribunal of competent
141 jurisdiction, such provision or application shall have effect only to the extent
142 permitted by law, and all other provisions or applications of the Agreement shall
143 continue in full force and effect.
144

145 3.2 In the event a provision(s) is determined to be contrary to law as stated in 3.1,
146 such provision shall be renegotiated. Negotiation shall commence within two
147 (2) weeks after receipt of the written tribunal decision.
148

149 3.3 The parties will enter negotiations for the purpose of attempting to arrive at a
150 mutually satisfactory replacement of such provision(s).
151

152 SECTION 4 - DISTRIBUTION OF AGREEMENT
153

154 4.1 Following ratification and signing of this Agreement, the District shall design,
155 prepare the camera-ready copy, and print two copies of this Agreement. One
156 copy will be delivered to the Association and the other copy will be kept on file
157 by the District. The District will make an electronic copy available through the
158 District's website for all employees and will include in-service on how to access
159 it during the first staff meeting of the year and all new employee orientations.
160

161 4.2 There shall be two (2) signed copies of the final Agreement for the purpose of
162 records. One shall be retained by the District, and one by the Association.
163

164 SECTION 5 - AGREEMENT/ ADMINISTRATION / INTERPRETATION
165

166 5.1 Upon written request by either party, the Association, officials and district
167 administrators shall meet to discuss school problems relating to interpretation
168 or compliance with this Collective Bargaining Agreement or other problems.
169 When a written request is made, the meeting shall be held within five (5)
170 working days.
171

172
173 **ARTICLE II BUSINESS**
174

175 SECTION 1 - DUES, DEDUCTIONS AND REPRESENTATION FEES
176

177 1.1 All members of the bargaining unit shall, as a condition of employment, be a

178 member of the Association or pay an amount equal to the dues of the
179 Association.

180
181 1.2 The District shall deduct from the employee's salary, each pay period, the dues
182 required of membership, or for non-members thereof, a fee equivalent to such
183 dues. This provision safeguards the rights of non-association employees based
184 on bona fide religious tenets or teachings of a church or religious body of which
185 such employee is a member. Such employee shall pay an amount of money
186 equivalent to regular Association dues to a nonreligious charity or to another
187 charitable organization mutually agreed upon by the public employee affected
188 and the Association. The employee shall furnish written proof that such
189 payment has been made. If the employee and the Association do not reach
190 agreement of such matter, the Public Employment Relations Commission
191 (PERC) shall designate the charitable organization.

192
193 1.3 The District shall transmit the dues to the Washington Education Association
194 each pay period.

195
196 SECTION 2 - RIGHTS OF THE ASSOCIATION

197
198 2.1 The Association shall have, in addition to other rights expressly set forth or
199 provided by statute, the following rights:

200
201 2.2 The Association shall be provided with bulletin boards, or sections thereof, for
202 the purpose of posting Association materials. The Association may place
203 Association materials in district employee mailboxes.

204
205 2.3 The local Association shall have the right to use school facilities and school
206 equipment for meetings, including computers, e-mail, photocopying machines,
207 other duplicating equipment, calculating machines, and all types of audio visual
208 equipment when such equipment is not otherwise in use, and with prior
209 notification to the Supervisor.

210
211 The Association shall pay for the cost of all materials and supplies incident to
212 such use and shall be responsible for proper operation of all such equipment.

213
214 2.4 Duly authorized representatives of the State and National levels of the
215 Association shall be permitted to transact official Association business on
216 school property provided that this shall not interfere with nor interrupt normal
217 school operations.

218
219 2.5 Employees shall be represented by Association Representatives, or in the
220 absence of the regular Representative, by an alternate Representative. The
221 Association shall furnish, in writing, to the District the names of Representatives
222 and alternate Representatives upon their election or appointment. The
223 Representatives, during working hours, may represent employees and spend
224 reasonable time to investigate and present grievances to the District with the
225 Association and District sharing substitute costs equally.

226

227 Should it become necessary for a Representative to leave his/her place of work
228 in order to represent an employee or investigate a grievance, the
229 Representative shall notify his/her supervisor and give the name of the
230 employee he/she is going to see. The Representative shall notify the supervisor
231 upon his/her return to work.
232

233 2.6 The District agrees to furnish to the Association in response to reasonable
234 requests pursuant to RCW 42.56, all available information concerning the
235 financial resources of the District, including but not limited to: annual financial
236 reports and audits; register of bargaining unit personnel; tentative budgetary
237 requirements and allocation; agendas and minutes of all School Board
238 meetings; treasurer's reports; census and membership data; names and
239 addresses of all employees; salaries paid thereto; and such other information
240 as will assist the Association in developing intelligent, accurate, informed and
241 constructive programs on behalf of the employees, together with information
242 which may be necessary for the Association to process any grievance or
243 complaint.
244

245 2.7 The District shall grant twenty-five (25) days leave to the Association for use
246 by the President or his/her designee(s) to conduct Association business or
247 attend trainings or meetings

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

250
251 2.8 The rights and privileges of the Association and its representatives as set forth
252 in this Agreement shall be granted only to the Association as the exclusive
253 representative of the employees and to no other organization claiming to
254 represent any portion of the unit or potential member of the unit.
255

256 2.9 On or before the first day of October, the District shall provide the Association
257 with information regarding each employee in the bargaining unit.
258

259 2.10 The District will provide the Association facility space to house Association
260 materials, a file cabinet and storage. The Association acknowledges that staff
261 and student needs may precipitate facility space either reduced or moved.
262

263 2.11 The District shall afford the HESP leadership/representatives time at the end
264 of District classified meetings to meet with HESP members.
265

266 **ARTICLE III – PERSONNEL**

267
268 **SECTION I - EMPLOYMENT PROCEDURES**
269

270 1.1 The District and Association recognize seven (7) categories of employees.
271 Bargaining unit work shall be performed only by employees in one (1) of the
272 seven (7) following categories:
273

274 1. Full-Time 9/10-Month Position:

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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.

2. Full-Time 12-Month Position:

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.

3. Part-Time 9/10-Month Position:

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.

4. Part-Time 12-Month Position:

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.

5. Probationary:

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

6. Substitute:

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.

7. Temporary:

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.

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.

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

323 Agreement. This section is applicable to employees as defined in Article I
324 Section 1.2.
325

326 1.4 Seniority shall be defined as the length of service within the Hockinson ESP
327 bargaining unit, not including any substitute service prior to hiring.
328 Accumulation of seniority shall begin on the employee's first working day. A
329 paid holiday shall be counted as the first working day in applicable situations.
330 Hires made at the beginning of the school year shall have a seniority date of
331 September (1st) first. In the event that more than one (1) individual employee
332 has the same starting date of work, position on the seniority list shall be
333 determined by casting lots.
334

335 1.5 Probationary employees shall have no seniority until completion of the
336 probationary period at which time their seniority shall revert to their first day of
337 work.
338

339 1.6 Each employee shall have a seniority date to reflect his/her most recent date
340 of hire by the District, as defined above. Any breaks in service ends placement
341 on the seniority list. If the member returns at a later date, the date of their rehire
342 becomes their first date of continuous employment.
343

344 1.7 The District shall prepare, maintain and post the seniority list. The initial
345 seniority list shall be prepared and given to the union president who will submit
346 it to each member of the bargaining unit, within thirty (30) days after the
347 effective date of this Agreement with revisions and updates prepared and given
348 annually thereafter. A copy of the seniority list and subsequent revisions shall
349 be furnished to the Association.
350

351 1.8 Summer work will follow normal posting procedures as open temporary
352 positions. Current employees will be considered for summer positions for which
353 they are qualified prior to outside applicants with exception to categorically
354 funded positions. Categorical positions will first be offered to current staff in
355 said program before job is posted.
356

357 1.9 Any employee who has been incapacitated at his regular work by injury or
358 compensable occupational disease while employed by the District may be
359 employed at other work on a job that is operated by the District and which
360 he/she can do without regard to any seniority provision on this agreement.
361

362 1.10 Seniority shall be lost by an employee upon termination, resignation, retirement
363 or transfer to a non-bargaining unit position.
364

365 1.11 An employee who is resigning shall give two (2) weeks' notice. A resigning
366 employee shall be entitled to all accrued benefits, provided proper notice has
367 been given.
368

369 1.12 In the event that the District assigns an employee to perform services regularly
370 performed by an employee with a classification having a higher rate of pay, the
371 assigned employee will be paid at the higher rate, their own longevity,

372 beginning on the 3rd full consecutive shift. Categorically funded staff may only
373 bump up to gain additional hours before or after their assigned shift.
374

375 Classification in this instance means moving from one group on the salary
376 schedule to another. This does not include moving from one aide position to
377 another or one custodian position to another. In the event that the district
378 assigns a custodian to the duties of the custodial/maintenance supervisor's
379 position in his absence for more than one working day, the assigned custodian
380 shall be paid at his/her regular salary plus \$1.25 per hour. In the event an
381 employee is temporarily assigned by the District to perform services of a
382 classification with a lower rate of pay, the employee shall be paid at the
383 employee's normal rate of pay while performing said services. In the event that
384 an employee requests reassignment to the job classification at a lower rate of
385 pay, then the employee shall be paid at the rate of pay applicable for the
386 classification requested. Should changes to a position be substantial enough
387 to reclassify the position, the position shall be bargained by an Association
388 representative. Job descriptions for such positions will be provided to the
389 Association.
390

391 1.13 Work assignments will be the responsibility of the district through the
392 appropriate supervisor. All employees in the bargaining unit will be notified of
393 assignments for the coming year by July 15. Reasonable Assurance Letters
394 will be used to notify employees of assignments for the next school year.
395

396 1.14 If a regular employee works extra hours beyond his/her normal shift in either a
397 temporary or substitute position, after 30 days (retroactive to the first day)
398 he/she is entitled to additional benefits specifically defined as: Sick leave credit
399 hours, personal leave credit hours, holiday pay and vacation hours where
400 applicable. Changes to the insurance pool will not occur for these temporary
401 changes in hours worked. Retirement credit is determined by state rules. The
402 rate of pay for the extra hours for such temporary work will be governed by
403 provisions elsewhere in this collective bargaining agreement.
404

405 Additionally, the employee will be compensated for jury duty and bereavement
406 leave provided that, if the temporary or substitute position ends during this
407 leave, the employee's compensation reverts back to the original status.
408

409 SECTION 2 - DUE PROCESS
410

411 2.1 No employee shall be disciplined (including warnings, reprimands,
412 suspensions, reductions in rank, discharge, non-renewal, termination or other
413 actions that would adversely affect the employee) without just and sufficient
414 cause. The specific grounds forming the basis for disciplinary action will be
415 made available to the employee in writing within ten (10) days.
416

417 2.2 An employee shall be entitled to have present a representative of the
418 Association during any disciplinary action. When a request for such
419 representation is made, no action shall be taken with respect to the employee
420 until such representation of the Association is present. If the employee requests

421 Association representation then the District may be represented by additional
422 persons of its choosing.

423
424 2.3 The District agrees to follow a policy of progressive discipline which minimally
425 includes verbal warning, reprimand, and suspension without pay, with non-
426 renewal or discharge as a final and last resort. Any disciplinary action taken
427 against an employee shall be appropriate to the behavior which precipitates
428 said action. Thus any behavior contrary to law or deemed harmful to the health
429 or safety of others by the District Superintendent may result in suspension
430 without pay as the initial disciplinary action. An employee may be put on
431 administrative leave with pay and without prejudice pending the outcome of an
432 investigation.

433
434 2.4 Any written complaint made against an employee by any parent, student,
435 teacher or other person will be promptly called to the attention of the employee.
436 Any written complaint not called to the attention of the employee within ten (10)
437 working days after the District's knowledge of the complaint may not be used
438 as the basis for any disciplinary action against the employee.

439
440 2.5 Non-probationary employees who are not offered an opportunity to work in a
441 second academic year, after having been notified by the District that they would
442 have employment, may be eligible for retroactive unemployment benefits. In
443 order to be eligible for retroactive benefits, employee must file a timely claim
444 for benefits for each week for which retroactive benefits would be sought.

445
446 2.6 Employees who are terminated shall be given all accrued benefits to the date
447 of termination.

448
449 SECTION 3 - LAYOFF AND RECALL

450
451 3.1 Layoff shall be defined as a necessary reduction in the work force beyond the
452 normal attrition due to a shortage of funds.

453
454 3.2 No employee shall be laid off pursuant to a necessary reduction in the work
455 force unless said employee has been given ten (10) workdays' notice.

456
457 3.3 In the event of a necessary reduction in work force, the District shall first lay off
458 probationary employees, then the least senior employees. Beginning
459 immediately and ending May 15, 2018 (or June 15th, 2018 only in the event the
460 legislative session ends late), the seniority list shall be comprised of two
461 classification groups i.e. Grounds/Custodial/Maintenance/Security and
462 Aides/Paraeducators/Office-Clerical after which it will revert to one seniority list
463 based solely on hire date. In no case shall a new employee be employed by
464 the District while there are laid off employees who are qualified for a vacant or
465 newly created position.

466
467 3.4 Employees whose positions have been eliminated due to reduction in work
468 force or who have been affected by a layoff shall have the right to assume a
469 position for which they are qualified, which is held by the least senior employee

- 470 from the seniority classification group from which they were eliminated.
471
- 472 3.5 In the event of a reduction in the work hours in a department, an employee may
473 claim seniority over another employee for the purpose of maintaining his/her
474 normal work schedule, provided he/she has greater departmental seniority
475 than the employee he/she seeks to replace. In no case shall a reduction of any
476 employee's work hours take effect until the District gives ten (10) workdays
477 written notice to the affected employee(s).
478
- 479 3.6 A laid-off employee shall, upon application, and at his/her option, be granted
480 priority status on the substitute list according to his/her seniority. Laid off
481 employees may continue their health, dental insurance benefits by paying the
482 regular monthly per subscriber group rate premium and be allowed to continue
483 such coverage for the period specified by COBRA regulations.
484
- 485 3.7 Laid-off employees shall be recalled in reverse order of layoff to any position
486 for which they are qualified within their seniority classification group from which
487 they were eliminated. Any employee who has served more than sixty (60)
488 workdays in a classification within the past three (3) years shall be deemed
489 qualified for any position in that classification.
490
- 491 3.8 Notices of recall shall be sent by certified or registered mail to the last known
492 address as shown on the District's records. The recall notice shall state the
493 time and date on which the employee is to report back to work. It shall be the
494 employee's responsibility to keep the District notified as to his/her current
495 mailing address. A recalled employee shall be given at least five (5) calendar
496 days from receipt of notice, excluding Saturdays and Sundays, to report to
497 work. The District may fill the position on a temporary basis until the recalled
498 employee can report for work providing the employee reports within the five (5)
499 days period. Employees recalled to work for which they are qualified are
500 obligated to take said work. An employee who declines recall to perform work
501 for which he/she is qualified shall forfeit his/her seniority rights and recall for
502 employment rights.
503
- 504 3.9 Employees on layoff shall retain their seniority for purposes of recall for a period
505 of two (2) years.
506
- 507 3.10 Employees who are assigned outside their current job classification as result
508 of layoff shall be provided retraining and orientation to the new assignment
509 without cost to the employee. The extent of such training will be determined by
510 the District.
511
- 512 3.11 Should a vacancy occur within the employee's former job classification, the
513 employee shall have first right to return to said job previous to other employees
514 being recalled from layoff, transferred or a new employee hired, provided the
515 vacancy occurs within one (1) year of the original change of jobs.
516
- 517 3.12 Unused accumulated sick leave shall be restored to the employee upon their
518 return to active employment. The employee shall be placed on the proper wage

519 rate for the employee's current classification and experience.

520

521 SECTION 4 - EMPLOYEE RIGHTS

522

523 4.1 The District hereby agrees that employees shall have the rights to freely
524 organize, join and support the Association for the purpose of engaging in
525 collective bargaining or negotiation and other concerted activities for mutual
526 aid and protection. As a duly elected body exercising governmental power
527 under code of law of the state of Washington, the District undertakes and
528 agrees that it will not directly or indirectly discourage or deprive or coerce any
529 employee in the enjoyment of any rights conferred by the act of other laws of
530 Washington or the Constitutions of Washington and the United States, that it
531 will not discriminate against any employee with respect to hours, wages, or
532 conditions of employment by reason of his/her membership in the Association,
533 his/her participation in any activities of the Association or collective
534 negotiations with the District, or his/her institution of any grievance, complaint
535 or proceeding under this Agreement or otherwise with respect to any terms or
536 conditions of employment.

537

538 4.2 Nothing contained within this Agreement shall be construed to deny or restrict
539 to any employee rights he/she may have under applicable laws and
540 regulations. These rights granted to employees hereunder shall be deemed to
541 be in addition to those provided elsewhere.

542

543 4.3 The employees shall be entitled to full rights of citizenship and no religious or
544 political activities of any employee or the lack thereof shall be grounds for any
545 discipline or discrimination with respect to the employment of such employee.
546 The private and personal life of any employee is not within the appropriate
547 concern or attention of the District. Religious and political activities of
548 employees will be confined to personal and private time outside of assigned
549 work hours.

550

551 4.4 The provisions of this Agreement shall be applied without regard to domicile,
552 race, creed, religion, color, national origin, families with children, sex, marital
553 status, sexual orientation, age, or the presence of any sensory, mental or
554 physical disability or the use of a trained dog guide or service animal by a
555 disabled person.

556

557 SECTION 5 - PERSONNEL FILES

558

559 5.1 Employees or former employees shall, upon request, have the right to inspect
560 all contents of their complete personnel file kept within the District as well as
561 employment references leaving the District. Upon request, a copy at District
562 expense of any documents contained therein shall be afforded the employee.
563 No secret, duplicate, alternate or other personnel file shall be kept anywhere in
564 the District. Anyone at the employee's request may be present in this review.

565

566 5.2 Any derogatory material not shown to an employee in a timely manner after
567 receipt or composition shall not be allowed as evidence in any grievance or in

568 any disciplinary action against such employee. No evaluation, correspondence,
569 or other material making derogatory reference to an employee's character or
570 manner shall be kept or placed in the personnel file without the employee's
571 knowledge and opportunity to attach his/her own comments. Upon the request
572 of the employee, the Superintendent will review any negative piece of
573 information (excluding evaluations) contained in the personnel file over three
574 (3) years old. If the Superintendent agrees that the negative information is no
575 longer relevant or reflective of the employee's current work performance,
576 he/she will remove the information from the file and give it to the employee.
577

578 SECTION 6 - EMPLOYEE PROTECTION

579
580 6.1 The District agrees to maintain liability insurance or self-insurance that provides
581 coverage for employees that indemnifies and defends them from financial loss,
582 including reasonable attorney fees, arising out of claims, demands, suits, or
583 judgments to the extent specified and for the conduct covered in said liability
584 policies or self-insurance agreements as now existing or hereafter amended.
585 Upon request of an employee, the District further agrees to indemnify and hold
586 harmless employees for actions, claims or proceedings instituted against them
587 arising out of the performance or failure of performance of duties for, or
588 employment with the District, and to provide an attorney of the District's
589 choosing to defend the employee against such claims, unless the District
590 determines that the employee was not acting in good faith or within the scope
591 of his or her employment with or duties for the District.
592

593 6.2 The District shall reimburse employees for the cost of medical, surgical, or
594 hospital services (less the amount of any insurance reimbursement) incurred
595 as a result of any injury sustained in the course of their employment. District
596 liability under this section shall be limited to the amount specified by the
597 Southwest Washington Workers' Compensation Trust.
598

599 6.3 The District shall provide employees with insurance protection covering them
600 while they are engaged in the maintenance of order and discipline and the
601 protection of school personnel and students and the property thereof. Such
602 insurance must include protection for employees from loss or damage to their
603 personal property incurred while engaged in any supervisory capacity as
604 designated by the District.
605

606 The District or its insurer(s) will reimburse the employee for the full cost of
607 replacement of loss or damage to personal property caused while such
608 employee is engaged in: (1) the maintenance of order and discipline; (2) the
609 protection of school personnel, school property, or students; or (3) the
610 supervision of students or school equipment.
611

612 "Personal property" is defined as eyeglasses, contact lenses, hearing aids,
613 dentures, watches, or articles of clothing. Loss or theft of cash is NOT covered.
614

615 The District will provide specialized protective clothing to employees as
616 required by the job and approved by the supervisor.

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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.

666 SECTION 8 - INVOLUNTARY TRANSFERS

667

668

669 8.1 Use of Voluntary Requests:

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671 No vacancy shall be filled by means of involuntary transfer if there is a qualified
672 volunteer available to fill said position.

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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

715 bargaining unit members. Interested internal candidates need, at a minimum,
716 to submit a letter of interest to HR within the first five (5) days of posting.
717 External applicants will only be considered after the internal applicants.
718

719 SECTION 10 - MISCELLANEOUS WORKING CONDITIONS
720

721 10.1 Employees shall not be required to work under unsafe or hazardous conditions
722 or to perform tasks which endanger their health, safety, or well-being.
723

724 10.2 In the absence of a building supervisor (principal), or designee, employees
725 shall not be held accountable or made responsible for the administration or
726 supervision of the building.
727

728 10.3 The District shall provide adequate rest areas, lounges and restrooms for
729 employee use.
730

731 10.4 The District shall support and assist employees with respect to the
732 maintenance of control and discipline of students in the employees assigned
733 work area. The District or its designated representative shall take reasonable
734 steps to relieve the employees of responsibilities in respect to students who
735 are disruptive or repeatedly violate rules and regulations.
736

737 10.5 An employee may use such physical force with a student as is necessary to
738 protect him/herself, a fellow employee, a teacher, an administrator or another
739 student from attack, physical abuse or injury, or to prevent damage to District
740 property. All staff required to work with or supervise students with special needs
741 will be notified prior to supervision, when possible. A communication device will
742 be provided to the 18-21 Transition Program Paraeducator(s) while off campus
743 with students.
744

745 10.6 The District will provide a minimum of six thousand dollars (\$6,000) annually
746 for employee-requested training or coursework. Each employee will be able to
747 request up to five hundred dollars (\$500) per year on a first-come/first-serve
748 basis. In August of each year, employees may draw on remaining money in the
749 pool for previously approved activities that exceeded the \$500 allocation.
750 Three employees, per school year, may request up to \$1,000 from the annual
751 allocation to attend WASWUG. Funds will be granted to one employee per
752 school first. In the event a school does not have a participant, funds can be
753 allocated to other schools. Up to three thousand dollars (\$3,000) of unused
754 funds may be rolled to the next year for a maximum of nine thousand dollars
755 (\$9,000) year over year.
756

757 The money may be used to reimburse training and course work fees, tuition,
758 and required class materials. Training requires prior administrative approval
759 and shall enhance the employee's job qualifications for his/her position.
760

761 10.7 Employees attending training courses or seminars requested by the employee
762 and approved by the District will suffer no loss of regular salary if the course
763 requires them to attend during their regular employment time. Expenses

- 764 incurred for training course work fees and tuition will be paid by the District after
 765 the District receives proof of completion, such as a certificate, transcript, or
 766 other documentation stating successful completion of the class as well as proof
 767 of payment such as a receipt, credit card statement or bank statement.
 768
- 769 10.8 Employees attending training courses required by State regulation or District
 770 policy as a condition of employment will be paid by the District at the
 771 employee's regular hourly rate of pay for all time in attendance, plus any fee or
 772 tuition.
 773
- 774 10.9 No employee shall be required to dispense or administer medication unless
 775 qualified and legally authorized to do so.
 776
- 777 10.10 An employee shall be responsible to only one (1) supervisor, said supervisor
 778 to be designated by the District at the beginning of each school year.
 779
- 780 10.11 The District recognizes that there are times when classified input is essential
 781 in making building/site decisions. The District agrees to pay staff their hourly
 782 rate to attend staff/district meetings that require their input as
 783 stakeholders/employees with principal approval.
 784

785 SECTION 11 - HOURS OF WORK AND OVERTIME
 786

- 787 11.1 The normal work year for school-term employees shall be one hundred eighty-
 788 five (185) days, with 180 days as per student school calendar and the
 789 remaining five (5) days as determined by the building principal.
 790

791 The following employees shall work one hundred eighty (180) days as per
 792 student school calendar and the remaining work days as determined by the
 793 supervisor.
 794

Position	High School	Middle School	Elementary School
Lead Secretary	210	205	205
Assistant Secretary	185	193	190
Registrar	195	0	0
Athletic Secretary	200	0	0
Attendance Clerk	185	185	185
Bookkeeper	195	187	0

795
 796 The normal work year for all other employees shall be twelve (12) months,
 797 September 1 through August 31 for a maximum of 260 days.
 798

799 The normal workday for secretaries shall be eight (8) hours.
 800

- 801 11.2 The normal work week for all employees is Monday through Friday.
 802

- 803 11.3 Each employee shall be assigned to a definite shift with designated times of

804 beginning and ending which shall not be changed. Work schedules showing
805 the employee's shifts, work days and hours shall be given to each employee.
806

807 11.4 Each shift of more than five (5) hours per day shall include a thirty (30) minute
808 uninterrupted lunch period (which is not part of the compensated work day) as
809 near the middle of the shift as practicable, and also include a fifteen (15) minute
810 first half and a fifteen (15) minute second half rest period. Both such rest
811 periods shall occur as near the middle of each half shift as is practicable.
812

813 11.5 A two (2) hour minimum recall time at the appropriate rate of pay, as
814 determined by the day of recall, shall be paid when an authorized supervisor
815 calls an employee back to work.
816

817 11.6 All hours worked by an employee in excess of forty (40) hours in a given work
818 week (7 consecutive days, Sunday thru Saturday) shall be compensated at one
819 and one half (1.5) times the employee's hourly rate. For purposes of overtime
820 pay calculation, holidays will be considered with worked hours. Overtime pay
821 should be pre-approved by the supervisor or designee such as the building
822 principal. The District and the Association recognize that unforeseen or
823 emergency situations may occur in which prior approval may not be attained
824 (i.e. building security system alerts of facility malfunction which may create an
825 unsafe environment for staff and students).
826

827 11.7 The opportunity to substitute for long-term leave-of-absence positions in the
828 building shall first be offered to qualified current building employees in seniority
829 order. The employee that serves in this position will retain all seniority rights
830 and will return to their previous position when the temporary position expires.
831

832 11.8 The Employer shall provide substitutes as required by the absence of regular
833 employees. Substitutes shall be used to perform bargaining unit work only
834 during instances of absence by regular employees or when an unfilled
835 temporary vacancy exists. In order to ensure the efficient operation and
836 continuity within a building or department, promotion will be executed when a
837 24 hour notice is given to a member of the bargaining unit for that building or
838 department to that position. The promotion process will only apply to three (3)
839 individual levels per occurrence. Promoted employees will be paid pursuant to
840 Article 3, Section 1.12.
841

842 11.9 Employees shall suffer no loss in wages, benefits, or contractual or statutory
843 advantages and will not be required to make up lost days due to building and
844 or school closure by the Superintendent. School or building closure is defined
845 as the Superintendent declaring that a hazardous condition or conditions exist
846 which threatens the safety of employees, not simply the suspension of classes
847 as a result of transportation concerns for pupils. This section applies only to
848 12-month personnel since workdays for all other personnel are determined by
849 the official school calendar as established by the Board.
850

851 11.10 Any additional hours of extra work required by the District be offered to
852 employees in the respective classifications by seniority in each building

853 providing he/she has a work schedule which can accommodate the additional
854 hours. When funding for short-term hours ceases to exist, the employee(s) who
855 received the hours will suffer the reduction.

856
857 If the work requires specialized skills then the senior employee possessing the
858 specialized skills will be offered the work rather than the most senior employee
859 unless he/she possesses the skills.

860
861 If the additional hours will require the employee to work more than 40 hours
862 during the work week, the work will be offered to another employee except in
863 unusual circumstances.

864
865 The District recognizes the impact of outside community programs on office
866 staff, maintenance and custodians. Additional hours may be budgeted and
867 used to assist with high impact extra-curricular activities, including but not
868 limited to: Football, graduation, basketball and Hockinson Fun Days. These
869 arrangements must be approved prior to the event by the building principal and
870 the Superintendent.

871
872 SECTION 12 – HOLIDAYS AND VACATIONS

873
874 12.1 All employees shall receive the following paid holidays which fall within their
875 work year:

- 876
877 (1) New Year's Day
878 (2) Martin Luther King Day
879 (3) President's Day
880 (4) Memorial Day
881 (5) Independence Day
882 (6) Labor Day
883 (7) Veteran's Day
884 (8) Thanksgiving Day
885 (9) Day after Thanksgiving
886 (10) Day before Christmas
887 (11) Christmas Day
888 (12) Day before New Year's Day

889
890 Floating holidays will be granted to 12 month employees who work the full
891 contract year in years where the contract year exceeds 260 work days. These
892 are unpaid days and must be taken as full days within the contract year.

893
894 12.2 Unpaid Religious Holiday:

895
896 Classified employees may request 2 (two) unpaid religious holidays per
897 calendar year for a reason of faith or conscience or an organized activity
898 conducted under the auspices of a religious denomination, church, or
899 religious organization outside of state recognized legal holidays.

900
901 12.3 Unworked Holidays:

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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:

First year	5 days
2 nd – 5 th years	10 days
6 th – 10 th years	15 days
11 th year or more	20 days

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

951 Agreement are contained in Appendix A attached hereto and by this reference
952 incorporated herein.

953
954 13.2 For the 2018-2019 work year, all steps of the 2017-2018 salary schedule shall
955 be increased by an additional 14.0%. See Appendix A.

956
957 For the 2019-2020 work year all steps of the 2018-2019 salary schedule shall
958 be increased by the state IPD percentage increase in excess of 2%.

959
960 After the 2019-2020 work year increases shall be, at a minimum, that
961 percentage increase appropriated by the legislature for classified salaries on a
962 yearly basis.

963
964 13.3 An employee shall be placed on the next higher step on the salary schedule
965 when employed during the preceding school year for the annual number of
966 hours the position is authorized.

967
968 13.4 Classified employees will have electronic payroll deposits and access their
969 payment information electronically through Skyward Employee Access.
970 Electronic payroll deposits shall be issued on the last banking day of the month.

971
972 13.5 All compensation owed to an employee who is leaving the District shall upon
973 request be paid on the payroll date in the month of termination if termination
974 occurs prior to the 15th day of the month. If termination occurs after the 15th,
975 then compensation owed will be paid on the payroll date for the following
976 month.

977
978 13.6 All classified personnel will be paid in twelve (12) equal installments. Total
979 yearly salary based on hourly rate times number of hours worked per year will
980 be computed. This total will be divided by twelve (12) to arrive at the monthly
981 salary to be paid. Adjustments to salary for additional hours, overtime worked,
982 or uncompensated leave taken will be made monthly. Adjustments to total
983 annual salary to assure correct amount paid will be made in August of each
984 year.

985
986 SECTION 14 -TRANSPORTATION REIMBURSEMENT

987
988 14.1 When acting in accordance with assigned duties or when required to travel
989 from one building site to another in his/her own private vehicle during working
990 hours, an employee shall be reimbursed for such travel at the most current
991 mileage rate allowed by IRS regulations for business travel.

992
993 SECTION 15 - INSURANCE AND FRINGE BENEFITS

994
995 15.1 Employee benefits shall be determined according to Washington State laws
996 relating to these benefits. This section of the agreement is subject to yearly
997 revision based on then current Washington State laws.

998
999 Employee benefit plans will include a pooling arrangement as prescribed by

1000 Washington State laws. This shall include a determination by the bargaining
1001 unit of basic benefits for the members which may include medical, dental,
1002 vision, group term life, and/or group long term disability.

1003
1004 The District will pay for long term disability and life premiums for eligible
1005 classified staff.

1006
1007 Plan details shall be included as an amendment to this agreement and will be
1008 revised yearly if necessary as a result of changes in state laws. See Appendix
1009 B for plan details and priority order for pooling of basic benefits.

1010
1011 Members may select from the carriers identified on Appendix B.

1012
1013 Other plans and/or carriers may be included in this list of accepted plans at any
1014 time during the duration of this contract with the mutual consent of the District
1015 and the Association

1016
1017 Dollars available shall be determined by multiplying total FTE classified staff in
1018 the bargaining unit times the then current state contribution times 12.

1019
1020 The FTE formula is based on the number of hours worked per day times the
1021 number of days worked plus hours for vacations and holidays. This equals total
1022 hours worked per year for purposes of this section. To be eligible for the
1023 maximum per month an employee must total 1,440 hours of work per year.

1024
1025 The maximum amount available for insurance benefits for the bargaining group
1026 shall not exceed the state appropriation for insurance benefits for the then
1027 current year.

1028
1029 The District agrees to pay the full HCA retiree subsidy each month for each
1030 FTE employee.

1031
1032 SECTION 16 – LEAVES

1033
1034 16.1 At the beginning of each work year, each employee shall be credited with
1035 advanced sick leave allowance of one (1) day per month for each month to be
1036 worked during the year. All nine (9) month employees will receive nine (9) sick
1037 days, all ten (10) month employees shall receive ten (10) sick days and all
1038 twelve (12) month employees shall receive twelve (12) days of sick leave front
1039 loaded at the beginning of the school year. A day is defined as the number of
1040 contracted hours in an employee's work day.

1041
1042 Employees may cash in unused sick leave days above an accumulation of sixty
1043 (60) days at a ratio of one (1) full day's pay for four (4) accumulated sick leave
1044 days. The employee may either cash in up to twelve (12) days per year on
1045 January 1st of each school year as stipulated in state regulations or cash in the
1046 entire accumulation at retirement at the rate of one (1) day's pay per four (4)
1047 days of accumulated leave.

1048

1049 Absence due to injury incurred in the course of the employee's employment
1050 may be compensated for in the following manner: For absences due to job-
1051 related injuries which qualify for Industrial Accident and Workmen's
1052 Compensation coverage, a prorated portion of sick leave may be used, which
1053 when added to any of the above compensation shall equal, but not exceed, the
1054 employee's normal salary.

1055
1056 In the event of a birth of a child of the employee's spouse, sick leave will be
1057 allowed.

1058
1059 An employee who is unable to perform his/her duties because of personal
1060 illness, maternity or other disability, may, upon request, be granted leave of
1061 absence without pay at the exhaustion of sick leave. Leaves for these
1062 conditions may be renewed annually. Application for leave and application for
1063 renewal of a leave of absence for such conditions shall be made in writing to
1064 the Superintendent. An employee who has been granted leave may return to
1065 service during the period of the leave after giving written notice to the
1066 Superintendent and with written permission of his/her personal physician.

1067
1068 **16.2 Emergency and Family Illness Leave:**

1069
1070 Employees shall upon request be granted a leave of absence with pay when
1071 such absence is occasioned by an emergency or illness in the immediate
1072 family. Emergency shall be defined as:

- 1073
1074 (1) A problem that has been suddenly precipitated and of such nature that
1075 pre-planning is not possible or could not relieve the necessity for the
1076 staff member's absence.
1077
1078 (2) The problem cannot be one of minor importance or of mere
1079 convenience, but must be of a serious nature.
1080
1081 (3) Weather conditions for local travel to and from work shall be considered
1082 a valid reason for an emergency leave.
1083
1084 (4) Emergency leave will not be granted for reasons connected with other
1085 leaves.

1086
1087 Immediate family for illness leave purposes shall be defined as: Children,
1088 spouse, parents, father-in-law, mother-in-law, grandparents, brothers, sisters,
1089 or anyone who lives with or is part of the family nucleus.

1090
1091 Such leave shall be deducted from accumulated sick leave. Application for the
1092 leave shall be entered into the AESOP system.

1093
1094 Employees may be eligible for District paid medical premiums, in some
1095 circumstances, in accordance with state and federal law and district policy if
1096 they are on leave without pay.

1097

1098 16.3 Parental Leave:
1099
1100 An employee requesting parental leave should give written notice to the District
1101 at least two (2) weeks prior to commencement of said leave. The written
1102 request for parental leave should include a statement as to the expected date
1103 of return to employment, and within thirty (30) days after childbirth, shall inform
1104 the employer of the specific day when employee will return to work.
1105
1106 In the event sick leave has been exhausted, then the employee shall be
1107 granted a leave of absence as stated under the Sick Leave Provision.
1108
1109 An employee shall be allowed up to one (1) year of unpaid leave for the purpose
1110 of childcare. An employee returning from such leave shall be placed in the
1111 position last held or in a similar position in the District.
1112
1113 The District shall grant leave and benefits in accordance with the Family Leave
1114 Acts (Federal and Washington State), and the Consolidated Omnibus Budget
1115 Reconciliation Act of 1985 (COBRA). During such leave, the employee may
1116 pay the District his/her share of any insurance benefits program in order to
1117 maintain those benefits.
1118
1119 16.4 Adoption Leave:
1120
1121 Three (3) non-cumulative days of leave with full pay shall be allowed either
1122 parent or both in order to complete the adoption process. This leave may be
1123 used for court and legal procedures, home study, evaluation and required
1124 home visitations by the adoption agency that cannot be scheduled outside of
1125 the regular work day.
1126
1127 16.5 Bereavement Leave:
1128
1129 Three (3) days of leave with pay shall be granted for death in the immediate
1130 family. In cases where emergency factors or long distances are involved, the
1131 employee may request up to an additional two (2) days of leave. Requests will
1132 be processed through the building principal or Superintendent.
1133
1134 Such leave is non-cumulative. Family is defined as children, foster children,
1135 spouse, domestic partner, parents, father-in-law, mother-in-law, grandparents,
1136 brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law,
1137 grandchildren, step-father, step-mother, aunt, uncle, nephew and niece.
1138
1139 16.6 Jury Duty and Subpoena Leave:
1140
1141 Leaves of absence with pay shall be granted for jury duty. The employee shall
1142 notify the District when notification to serve on jury duty is received. The
1143 employee shall submit to the District written proof of service when jury duty is
1144 completed. Leave of absence with pay shall be granted when an employee is
1145 subpoenaed to appear in a court of law. Any stipend, transportation, meal or
1146 lodging expense reimbursement shall be retained by the employee.

1147
1148 16.7 Military Leave:
1149
1150 Employees shall be granted military leaves of absence when required by law.
1151 While on leave, the employee shall retain all benefits as though employment
1152 has been continuous in the district. Upon return from leave, the employee shall
1153 be placed in the position last held or a similar position in the District.
1154
1155 16.8 Personal Leave:
1156
1157 Every employee shall have three (3) personal leave days with pay per year to
1158 be used for personal, business, household, or family matters which require
1159 absence during school hours. A written request to the building principal shall
1160 be made at least one day before taking such leave and the applicant for such
1161 leave shall not be required to state the reason for taking such leave, other than
1162 he/she is taking it under this section. Personal leave is cumulative up to five (5)
1163 days. Personal leave may not be taken immediately previous to or immediately
1164 after scheduled vacations. Unused personal leave may be cashed out at the
1165 end of each school year at the employee's per-diem rate per employee request.
1166 Request must be provided to the Personnel Office no later than June 30th of
1167 each year. The District will notify all employees by email of personal leave cash
1168 out request deadline by June 1st of each year.
1169
1170 16.9 Leaves of absence up to one (1) year without pay may be granted employees
1171 for the purpose of study, travel, recuperation, childrearing, adoption, working in
1172 a professionally related field, and Association or Association related business.
1173
1174 Upon return from leave, the employee shall be placed in the position last held
1175 or a similar position in the District.
1176
1177 Upon request by the employee, such leave may be renewed for up to one (1)
1178 additional year.
1179
1180 16.10 Any new person employed to replace an employee on any leave stated in this
1181 entire Section 16 will be considered a temporary employee and as such does
1182 not acquire seniority and/or employment termination rights during the period of
1183 leave.
1184
1185 16.11 Leave Sharing:
1186
1187 A. A District employee is eligible to receive donated leave if:
1188
1189 1. The staff member suffers from, or has a relative or household member
1190 suffering from, an extraordinary or severe illness, injury, impairment or
1191 physical or mental condition which has caused, or is likely to cause, the
1192 staff member to:
1193
1194 a. Go on leave-without-pay status; or
1195 b. Terminate his/her employment;

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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

1245 authorized by the donating staff member.

1246

1247 6. Any leave donated by a staff member which remains unused shall be
1248 returned to the donor. To the extent administratively feasible, leave
1249 transferred by more than one staff member shall be returned on a pro-
1250 rata basis.

1251

1252 Requests for leave must be in writing and accompanied by a statement from
1253 an attending physician if applicable.

1254

1255 This leave may not be utilized for normal maternity leave purposes.

1256

1257 SECTION 17 - EMPLOYEE FACILITIES

1258

1259 17.1 The District shall provide furnished lounges, dining areas which may
1260 incorporate lounges, restrooms, appropriate office or classroom furniture, and
1261 parking space for employees.

1262

1263 Employees will be issued keys consistent with security needs.

1264

1265 SECTION 18 - EMPLOYEE EVALUATION

1266

1267 18.1 All monitoring or observation of the work performance of an employee shall be
1268 conducted openly and with full knowledge of the employee. The use of
1269 eavesdropping, public address, cameras, audio systems, and similar
1270 surveillance devices shall be strictly prohibited. An employee shall be given a
1271 copy of any visit or evaluation report prepared by his/her evaluators at least
1272 one (1) day before any conference to discuss it.

1273

1274 18.2 There will be a post-observation conference within five (5) working days
1275 following any observation where improvement is recommended by the
1276 supervisor.

1277

1278 18.3 All recommendations are to be specific and in writing.

1279

1280 18.4 The final written evaluation conference between the employee and his/her
1281 immediate supervisor shall be held within five (5) working days of receipt of the
1282 final evaluation report. The final evaluation report for all employees will be
1283 submitted to the employee no later than five (5) days before the end of the
1284 school year contract. If the bargaining unit member disagrees with the
1285 evaluation, he/she may submit a written response which shall be attached to
1286 the file copy of the evaluation in question. No such report shall be submitted to
1287 the central office, placed in the employee's file or otherwise acted upon without
1288 prior conference with the employee. No employee shall be required to sign a
1289 blank or incomplete evaluation form.

1290

1291 18.5 Evaluation Procedure:

1292

1293 Communication: Prior to any evaluation report, the immediate supervisor of an

1294 employee shall have had appropriate communication, including but not limited
1295 to all steps in the paragraph below.

1296
1297 Reports: Evaluation reports shall be presented to each employee by his/her
1298 immediate supervisor in accordance with the following procedures:

- 1299
- 1300 a. Such reports shall be issued in the name of the immediate supervisor
1301 based on a compilation of reports and observations by any or all
1302 supervisory personnel who come into contact with the employee in a
1303 supervisory capacity.
 - 1304 b. Such reports shall be addressed to the employee.
 - 1305 c. Such reports shall be written in narrative form and shall include, when
1306 pertinent:
 - 1307 1. Strengths of the employee as evidenced during the period since
1308 the previous report.
 - 1309 2. Weaknesses of the employee as evidenced during the period
1310 since the previous report.
 - 1311 3. Specific suggestions as to measures which the employee might
1312 take to improve his performance in each of the areas wherein
1313 weaknesses have been indicated.
- 1314
1315
1316
1317
1318
1319

1320 In the event an employee is given a negative evaluation that may lead to
1321 dismissal, the employee shall be given an improvement plan and a minimum
1322 of thirty (30) days in which to implement that plan to remediate identified
1323 deficiencies.

1324 The evaluation report form is included as Appendix C to this agreement.

1325
1326
1327 **ARTICLE IV - GRIEVANCE PROCEDURES**

1328
1329 **SECTION 1 – DEFINITIONS**

- 1330
- 1331 1.1 A "grievant" shall mean an employee or group of employees or the Association
1332 filing a grievance.
 - 1333
1334 1.2 A "grievance" shall mean a claim by a grievant that a dispute or disagreement
1335 or application of the terms of this Agreement or of an existing Board rule, policy
1336 or practice, or that an employee has been treated inequitably, or that there
1337 exists a condition(s) which jeopardizes employee health or safety.
 - 1338
1339 1.3 A "party of interest" is the person or persons making the claim and any person
1340 who might be required to take action or against whom action might be taken in
1341 order to resolve the claim.
- 1342

1343 1.4 "Days" shall mean employment days, except as otherwise indicated. If the
1344 stipulated time limits are not met, the grievant shall have the right to appeal the
1345 grievance to the next level of procedure.
1346

1347 SECTION 2 – RIGHTS TO REPRESENTATION 1348

1349 2.1 The Board shall recognize grievance representatives upon their identification
1350 by the Association. At least one Association representative shall be present for
1351 any meetings, hearings or appeals or other proceeding relating to a grievance
1352 which has been formally presented.
1353

1354 2.2 If, in the judgment of the Association, a grievance affects a group of employees
1355 or the Association, the Association may initiate and submit such grievance in
1356 writing to the Superintendent directly and the processing of such grievance
1357 shall be commenced at Step II. The Association may process such a grievance
1358 through all levels of the procedure, even though there is no individual aggrieved
1359 person who wishes to do so. Class grievances involving more than one
1360 supervisor and grievances involving the administrator above the building level
1361 may be filed by the Association at Step II.
1362

1363 2.3 In matters dealing with alleged violations of Association rights, the grievance
1364 shall be initiated at Step II.
1365

1366 2.4 The Association on its own may continue and submit to arbitration any
1367 grievances filed and later dropped by the grievant, provided that the grievance
1368 involves the application or interpretation of the contract. In the event this
1369 occurs, the Association assumes responsibility for all costs associated with the
1370 arbitration. The District and the Association will bear the cost of the arbitration
1371 equally.
1372

1373 SECTION 3 - INDIVIDUAL RIGHTS 1374

1375 3.1 Nothing contained herein shall be construed as limiting the right of any
1376 employee having a complaint to discuss the matter via administrative channels
1377 and to have the problem adjusted without the intervention of the Association,
1378 as long as the Association is in attendance at these discussions and is notified
1379 in writing as to the disposition of the matter and such disposition is not
1380 inconsistent with the terms of the Agreement.
1381

1382 3.2 A grievant may be represented at all stages of the grievance procedure by
1383 him/herself, or at his/her option, by an Association representative selected by
1384 the Association. If an aggrieved party is not represented by the Association,
1385 the Association shall have the right to be present and to state its views at all
1386 stages of the grievance procedure.
1387

1388 SECTION 4 – PROCEDURE 1389

1390 4.1 Step I. The parties in interest acknowledge that it is usually most desirable for
1391 an employee and his immediately involved supervisor to resolve problems

1392 through free and informal communications. Within a reasonable amount of time
1393 following knowledge of the act or conditions which is the basis of the complaint,
1394 the grievant may present the grievance in writing to the immediately involved
1395 supervisor, who will arrange for a meeting to take place within four (4) days
1396 after receipt of the grievance. The grievant and/or the Association and the
1397 supervisor shall be present for the meeting. The supervisor shall provide the
1398 aggrieved party and the Association with a written answer to the grievance
1399 within two (2) days after the meeting. Such answer shall include the reasons
1400 upon which the decision was based.

1401
1402 4.2 Step II. If the grievant is not satisfied with the disposition of his/her grievance
1403 at Step I, or if no decision has been rendered within six (6) days after
1404 presentation of the grievance, then the grievance may be referred to the
1405 Superintendent or his/her official designee. The Superintendent shall arrange
1406 for a hearing with the grievant and/or the Association, to take place within five
1407 (5) days after his/her receipt of the appeal. The parties in interest shall have
1408 the right to include in the representation such witnesses and counselors as they
1409 deem necessary to develop facts pertinent to the grievance. Upon conclusion
1410 of the hearings, the Superintendent will have four (4) days to provide his/her
1411 written decision, together with the reasons for the decision to the Association.
1412

1413 4.3 Step III. Binding Arbitration. If the grievant is not satisfied with the disposition
1414 of his/her grievance at Step II, or if no decision has been rendered within ten
1415 (10) days after he/she has first met with the Superintendent, he/she may within
1416 five (5) days after a decision by the Superintendent, or fifteen (15) days after
1417 he/she has first met with the Superintendent, whichever is sooner, request in
1418 writing that the Association submit his/her grievance to arbitration.
1419

1420 If the Association determines that the grievance involves the interpretation of
1421 this Agreement, it may by written notice to the Superintendent, within fifteen
1422 (15) days after receipt of the request from the aggrieved person, submit the
1423 grievance to arbitration. If any question arises as to arbitrability, such question
1424 will first be ruled upon by the arbitrator selected to hear the dispute.
1425

1426 Within ten (10) days after written notice of submission to arbitration, the
1427 Superintendent and the Association will attempt to agree upon a mutually
1428 acceptable arbitrator or to obtain such a commitment within the ten-day period.
1429 A request for a list of arbitrators may be made to the American Arbitration
1430 Association by either party. The parties will be bound by the rules and
1431 procedures of the American Arbitration Association.
1432

1433 Neither party shall be permitted to assert in the arbitration proceedings any
1434 evidence which was not submitted to the other party before the completion of
1435 Step II at meetings.
1436

1437 The Arbitrator selected will confer with the representative of the Superintendent
1438 and the Association and hold hearings promptly and will issue his/her decision
1439 not later than twenty (20) days from the date of the close of the hearings, or if
1440 oral hearings have been waived, then from the date the final statements and

1441 proofs are submitted to him/her. The Arbitrator's decision will be in writing and
1442 will set forth his/her findings of fact, reasoning and conclusions on issues
1443 submitted. The Arbitrator will be without power of authority to make any
1444 decision which requires the commission of an act prohibited by law or which
1445 violates the terms of this Agreement. The decision of the arbitrator will be
1446 submitted to the Board and the Association.
1447

1448 The costs for the services of the Arbitrator, including per diem expenses, if any,
1449 and his/her travel and subsistence expenses and the cost of any hearing room,
1450 will be borne equally by the Board and the Association. All other costs will be
1451 borne by the party incurring them.
1452

1453 SECTION 5 - EXCEPTIONS TO TIME LIMIT

1454

1455 5.1 When a grievance is submitted on or before June 1, the time limits shall consist
1456 of all weekdays so that the matter may be resolved before the close of the
1457 school term or as soon as possible thereafter.
1458

1459 SECTION 6 - NO REPRISALS

1460

1461 6.1 No reprisals of any kind will be taken by the Board or the school administration
1462 against any employee because of his/her participation in this grievance
1463 procedure.
1464

1465

1466

1467 SECTION 7 - COOPERATION OF BOARD AND ADMINISTRATION

1468

1469 7.1 The Board and Administration will cooperate with the Association in its
1470 investigation of any grievance; and further, will furnish the Association such
1471 information as is required for the processing of any grievance.
1472

1473 SECTION 8 - RELEASE TIME

1474

1475 8.1 Should the investigation or processing of any grievance require that an
1476 employee or an Association representative be released from his/her regular
1477 assignment, he/she shall be released without loss of pay or benefits with the
1478 district and Association sharing substitute costs equally.
1479

1480 SECTION 9 - PERSONNEL FILES

1481

1482 9.1 All documents, communications, and records dealing with the processing of a
1483 grievance shall be filed separately from the personnel files of the participants.
1484

1485 SECTION 10 - GRIEVANCE FORMS

1486

1487 10.1 Forms for filing grievances, serving notices, taking appeals, reports and
1488 recommendations and other necessary documents will be prepared jointly by
1489 the Superintendent and the Association so as to facilitate operation of the

1490
1491 grievance procedure. The costs of preparing such forms shall be borne by the Board.
1492

1493 **ARTICLE V - DURATION AND REOPENER**

1494
1495 **SECTION 1**

1496
1497 1.1 Duration of the contract shall be for two (2) years.
1498 2018-2019
1499 2019-2020

1500
1501 1.2 The parties agree to reopeners only on issues relating to legislative actions
1502 impacting members of the bargaining unit.
1503

1504 **ATTESTS:**

1505
1506 **FOR THE ASSOCIATION**





FOR THE BOARD



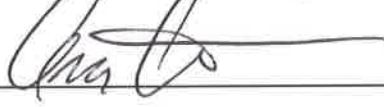
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1510 **President**


Chair

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1512 **Negotiators:**

Board Members:

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1529 **ATTEST:**

1530
1531 
1532
1533 **Board Secretary**
1534

APPENDIX A

2018-2019 Hockinson Education Support Personnel Salary Schedule

STEP	Table/Lane -->								
	201	202	203	204	205	206	207	208	209
1	17.43	17.67	17.98	19.40	20.85	21.52	22.23	23.21	25.35
2	17.43	17.67	17.98	19.40	20.85	21.52	22.23	23.21	25.35
3	17.97	18.22	18.51	19.94	21.39	22.08	22.87	23.75	25.88
4	17.97	18.22	18.51	19.94	21.39	22.08	22.87	23.75	25.88
5	18.50	18.73	19.06	20.49	21.93	22.65	23.54	24.29	26.41
6	18.50	18.73	19.06	20.49	21.93	22.65	23.54	24.29	26.41
7	19.05	19.29	19.60	21.01	22.44	23.21	24.25	24.84	26.95
8	19.05	19.29	19.60	21.01	22.44	23.21	24.25	24.84	26.95
9	19.59	19.82	20.14	21.57	22.99	23.78	24.92	25.38	27.51
10	19.59	19.82	20.14	21.57	22.99	23.78	24.92	25.38	27.51
11	20.13	20.36	20.68	22.10	23.54	24.34	25.55	25.91	28.02
12	20.13	20.36	20.68	22.10	23.54	24.34	25.55	25.91	28.02
13	20.66	20.90	21.22	22.64	24.11	24.93	26.24	26.44	28.57
14	20.66	20.90	21.22	22.64	24.11	24.93	26.24	26.44	28.57
15	21.20	21.45	21.74	22.80	24.60	25.49	26.93	27.00	29.12
16	21.20	21.45	21.74	22.80	24.60	25.49	26.93	27.00	29.12
17	21.73	22.00	22.29	23.71	25.19	26.07	27.53	27.58	29.67
18	21.73	22.00	22.29	23.71	25.19	26.07	27.53	27.58	29.67
19	21.73	22.00	22.29	23.71	25.19	26.07	27.53	27.58	29.67
20	23.09	23.35	23.66	25.07	26.53	27.42	28.90	28.94	31.03
21	23.09	23.35	23.66	25.07	26.53	27.42	28.90	28.94	31.03
22	23.09	23.35	23.66	25.07	26.53	27.42	28.90	28.94	31.03
23	23.09	23.35	23.66	25.07	26.53	27.42	28.90	28.94	31.03
24	23.09	23.35	23.66	25.07	26.53	27.42	28.90	28.94	31.03
25	24.78	25.01	25.33	26.76	28.19	29.09	30.57	30.62	32.70

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 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

**APPENDIX C
CLASSIFIED EMPLOYEE -- Evaluation Form**

Date: _____

Annual: 90 Day:

Employee: _____ Classification: _____

KEY NA=Not Applicable N=Needs Improvement S=Satisfactory O=Outstanding

QUALITY AND QUANTITY OF WORK	NA	N	S	O	COMMENTS
Takes pride in appearance of work and displays sense of neatness					
Works accurately					
Keeps work up to schedule					
Can be depended upon for quality work					
Uses time efficiently					
WORK HABITS	NA	N	S	O	COMMENT
Is regular in attendance					
Is punctual					
Gives adequate notice when absent from work					
Is a willing worker at all times					
Is personable in manner					
Can be relied upon to handle other phases of work when needed					
Is willing to accept responsibility					
Is organized in approach to tasks					
Suggests changes to improve work					
Finds ways and means of dealing with emergencies					
Maintains the confidentiality of the position					
Maintains neat work area					
TECHNICAL ABILITY	NA	N	S	O	COMMENT
Demonstrates the proper use of spoken and written English					
Possesses related skills for position					
Has specific knowledge of all phases of job					
Operates equipment required for the position					
Takes advantage of training opportunities					
HUMAN RELATIONS	NA	N	S	O	COMMENTS
Receives constructive criticism well					
Deals courteously and tactfully with fellow employees					
Deals courteously and tactfully with public					
Deals courteously and tactfully with students					
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.