

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**ISSAQUAH SCHOOL DISTRICT**  
**AND**  
**ISSAQUAH ASSOCIATION OF EDUCATIONAL**  
**OFFICE PERSONNEL**



**ISSAQUAH**  
**SCHOOL DISTRICT 411**



**SEPTEMBER 1, 2010 - AUGUST 31, 2013**

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**P R E A M B L E**

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

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

**A R T I C L E   I**

**RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1.1.** The District hereby recognizes the Issaquah Association of Educational Office Personnel as the exclusive representative of all employees in the bargaining unit, and the Association recognizes the responsibility of representing the interests of all such employees on wages, hours and working conditions.

**Section 1.2.** Nothing contained herein shall be construed to include in the bargaining unit any person whose duties imply a confidential relationship to the District Board of Directors, Superintendent, or Negotiator(s), pursuant to RCW 41.56.030(2).

**Section 1.3.** The District will provide the Association with job descriptions for all employees subject to this Agreement. The District will provide the Association with written notification of such amendments, changes, and additions to job descriptions if requested by the Association. Modification of existing positions, or the creation of new positions, shall require reopening of this Agreement pursuant to Article XVIII, Section 18.3, for salary of new or modified position, only if so requested by either party in writing.

If the District creates a new position or substantially changes the duties of an existing assignment, a new job description will be prepared. A copy of the job description will be sent to the Association, along with the salary classification which the District has determined is consistent with the District/Association classification criteria. The Association may, within five (5) working days, request that the classification be referred to the classification committee for review. During the five (5) days, the posting will not be implemented. If the classification committee disagrees with the District's classification, either party may request that the matter be referred to negotiations. If there is no request to negotiate, the committee's classification will be accepted.

**Section 1.3.1.** The District agrees that assignment of significant ongoing duties is not covered by "other duties as assigned."

**Section 1.3.2.** Requests for reclassification will be accepted between November 1 and February 1. If requests for reclassification are received in a timely manner, the reclassification committee shall determine the positions to be reviewed, whether requests were received from persons holding the positions or not. When the reclassification committee has established its recommendations, the recommendations may be referred to negotiations. If there is no request to negotiate, the reclassification committee's recommendations will be accepted.

**Section 1.3.2.1.** A Reclassification Committee shall consist of six (6) members. Three (3) from the IAEOP and three (3) from the District. The Personnel Director or designee shall serve as a non-voting resource to the Reclassification Committee and provide administrative support. Each party will be responsible for selection of its own members. The parties shall attempt to have members serve and rotate off the committee every two (2) years.

**Section 1.3.2.2.** Employees, the IAEOP, and/or the District may file a written appeal of a classification with the Reclassification Committee within thirty (30) work days following the committee's decision. If desired, employees may request a pre-appeal conference with the Personnel Director or designee to review the rating system and its application to their specific job. The Reclassification Committee shall convene and review the appeal of position within twenty (20) work days after the appeal is filed. A decision regarding the appeal shall be issued by the Reclassification Committee within twenty (20) work days following the meeting of the Reclassification Committee.

**Section 1.3.2.3.** Upward reclassification shall be retroactive to the date the request was filed.

**Section 1.4.** The bargaining unit to which this Agreement is applicable shall consist of all classified educational office personnel with the exception of the secretary or secretaries who perform confidential duties for the Superintendent or who directly support the District's labor relations activities.

**Section 1.4.1.** Employees serving in a substitute, temporary or supported employment capacity shall only have those rights which are expressly provided for by the parties. Those rights are:

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

**Section 1.4.2. Substitute Employee.** A substitute employee is a worker hired for a limited time only to perform the duties of an employee whose position is temporarily vacant. Such worker is on an "on call" basis daily.

**Section 1.4.3. Temporary Employee.** A temporary employee is a worker hired for a limited time only, but not to exceed sixty (60) consecutive work days. Such worker is hired with the understanding the employment will end upon completion of the particular task for which hired. Exceptions beyond these provisions shall be subject to the approval of both parties.

**Section 1.4.4. Supported Employment.** A supported employment employee is hired with the understanding the employment will end upon completion of a particular task for which they were hired or the end of a defined time period; not to extend beyond the school year. The purpose of the supported employment program is to assist individuals with disabilities to become successful independent adults.

**Section 1.4.5 Leave Replacement Employee.** A leave replacement employee is a worker hired for a specific period of time to fill the position of an employee who is on leave of absence (see Sec. 9.6.2).

1 **Section 1.4.6 Non-Continuing Employment:** An employee with non-continuing hours is an employee  
2 hired to a position or hours subject to changes in enrollment levels and/or time limited funding. This  
3 employee is hired with no expectation of continued employment. Employment consisting of these hours is  
4 subject to all provisions of this agreement except the sections pertaining to reduction-in-force and layoff  
5 rights. Employees with non-continuing hours will not receive letters of reasonable assurance. Should the  
6 hours be continued or reinstated beyond the initially designated time period, the employee who last worked  
7 these hours may be retained without a posting and interview requirement, at the employer's discretion.  
8

9 **Section 1.4.7.** Leave replacement employees and employees with non-continuing hours shall have all of the  
10 rights of this contract except that the reduction in force and layoff provisions of this contract shall not pertain  
11 to these hours.  
12

## 13 **ARTICLE II**

### 14 **MANAGEMENT RIGHTS**

15 **Section 2.1.** The Union recognizes the District's inherent and traditional right to manage its business as has  
16 been its practice in the past.  
17

18  
19  
20 Except to the extent specifically abridged by the express terms of this Agreement, the Union recognizes the  
21 right of the District to hire, transfer, promote, demote, assign, and retain employees and to discipline,  
22 suspend, or discharge employees for just cause and to maintain the discipline and efficiency of its  
23 employees; the right of lay off, the right to establish, change, and direct the methods and processes of doing  
24 work, to introduce new and improved work methods or equipment, and to contract out work if in the opinion  
25 of management such services are required due to special qualifications or emergency conditions; the right to  
26 determine the starting and quitting times and the number of hours to be worked; and the right to make and  
27 amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to  
28 require their observance.  
29

30 The exercise of the District's rights stated herein is an exclusive function of management. However, the  
31 exercise of these rights by the District also includes the responsibility of the District to provide an  
32 explanation to employees of changes in procedures and causes of disciplinary action.  
33

## 34 **ARTICLE III**

### 35 **RIGHTS OF EMPLOYEES**

36  
37 **Section 3.1.** It is agreed that all employees subject to this Agreement shall have and shall be protected in the  
38 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The  
39 freedom of such employees to assist the Association shall be recognized as extending to participation in the  
40 management of the Association, including presentation of the views of the Association to the Board of  
41 Directors of the District or any other governmental body, group, or individual. The District shall take  
42 whatever action required or refrain from such action in order to assure employees that no interference,  
43 restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in  
44 any employee organization.  
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1 **Section 3.2.** Each employee shall have the right to bring matters of personal concern to the attention of  
2 appropriate Association representatives and/or appropriate officials of the District.

3  
4 **Section 3.3.** Employees subject to this Agreement have the right to have Association representatives or  
5 other persons present at discussions regarding evaluation or disciplinary action between themselves and  
6 supervisors or other representatives of the District as hereinafter provided.

7  
8 **Section 3.4.** Each employee reserves and retains the right to delegate any right or duty contained in this  
9 Agreement, exclusive of compensation for services rendered, to appropriate officials of the Association.

10  
11 **Section 3.5.** Neither the District, nor the Association, shall discriminate against any employee subject to this  
12 Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical  
13 handicap with respect to a position, the duties of which may be performed in a proper and acceptable manner  
14 by an individual without danger to the health or safety of the physically handicapped person or others.

15  
16 **Section 3.6.** This Agreement shall be printed and distributed to all supervisors and employees within twenty  
17 (20) work days from the date of ratification by the Association and Board of Directors.

18  
19 **Section 3.7. Orientation.**

20  
21 **Section 3.7.1.** Orientation for new employees shall include the applicable job description, a copy of this  
22 Agreement, IAEOB bylaws, a copy of the school calendar, details regarding hours and location of job  
23 assignment, relevant personnel benefits, and payroll information.

24  
25 **Section 3.7.2.** It shall remain the new employee's responsibility to contact the Personnel Services Office  
26 within the first thirty (30) calendar days of employment to arrange for retirement plan enrollment, medical  
27 insurance enrollment, optional payroll deduction plans, and any related items.

28  
29 **Section 3.8.** When financially feasible, the District agrees to provide trained health personnel for each  
30 school location. Such personnel may have responsibilities of more than one building which will require  
31 continued support by the building staff on duty.

32  
33 **Section 3.9.** The District is committed to providing a safe and healthy working environment for staff.

34  
35  
36 **ARTICLE IV**

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38 **RIGHTS OF THE ASSOCIATION**

39  
40 **Section 4.1.** The Association has the right and responsibility to represent the interests of all employees in  
41 the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to  
42 be consulted with respect to the formulation, development, and implementation of matters relating to hours,  
43 wages and working conditions; and to enter collective negotiations with the object of reaching an agreement  
44 applicable to all employees within the bargaining unit.

1 **Section 4.2.** The Association shall promptly be notified by the District of any grievances or disciplinary  
2 actions of any employee in the unit in accordance with the provisions of the Discharge and Grievance  
3 Procedure Articles contained herein. The Association is entitled to have an observer at hearings conducted  
4 by any District official or body arising out of grievance and to make known the Association's views  
5 concerning the case.

6  
7 **Section 4.3.** The President of the Association and designated representatives will be provided time off  
8 without loss of pay to a maximum of four (4) days per year to attend regional or State meetings when the  
9 purpose of those meetings is in the best interests of the District as determined by the District administration.

10  
11 **Section 4.4.** On or before the first day of October of each year during the term of this Agreement, the  
12 District shall provide the Association with information regarding each employee in the bargaining unit, to  
13 include: Name, address, position, hire date. This information may be provided on any form which is  
14 convenient for the District, and shall be supplemented and revised monthly as changes occur.

15  
16 **Section 4.5.** Representatives of the Association, upon making their presence known to the District, shall  
17 have access to the District premises during business hours, provided, that no conferences or meetings  
18 between employees and Association representatives will in any way hamper or obstruct the normal flow of  
19 work.

20  
21 **Section 4.6. Bulletin Boards.** The District shall provide a bulletin board space in each school for the use of  
22 the Association. The bulletins posted by the Association are the responsibility of the officials of the  
23 Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned  
24 notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the  
25 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District  
26 property, other than herein provided. Official notices of Association meetings and related information may  
27 be distributed through the school mail or posted.

28  
29 **Section 4.6.1.** The responsibility for the prompt removal of notices from the bulletin boards after they have  
30 served their purpose shall rest with the individual who posted such notices.

31  
32 **Section 4.7.** Representatives duly authorized by the Association may participate during working hours in  
33 negotiations, grievance proceedings, conferences, or meetings with representatives of the District. Such  
34 activities will not result in a loss of pay unless they are in conflict with regular duties and the District on  
35 proper showing establishes that such attendance created a hardship or placed undue expense upon the  
36 District.

37  
38 **Section 4.7.1. Release Time.** With appropriate notice, the Association President or designee shall be  
39 released from duties without loss of pay or benefits to perform Association business. The Association shall  
40 reimburse the District for the actual cost of substitute employees hired to replace the official. Such payment  
41 shall be at a rate not higher than the Step 3 rate for the position. The office of the President shall be limited  
42 to a maximum of fifty-six (56) hours per year of release time.

43  
44 **Section 4.8.** Prior to implementing the work year calendar, the employer shall provide the IAEOP copies by  
45 the first week in August. The District shall provide copies to individuals prior to  
46 September 1.

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ARTICLE V

**APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

**Section 5.1.** It is agreed and understood that matters appropriate for negotiation between the District and the Association are related to hours, wages, working conditions of employees in the bargaining unit subject to this Agreement.

**Section 5.2. Calendar:** The Superintendent and his/her designated representative and the Union shall mutually schedule a meet and confer session so that the Union will have the opportunity to submit draft school calendars for review and consideration. To the extent, this meeting shall be scheduled prior to the IEA calendar negotiations as necessary.

ARTICLE VI

**ASSOCIATION REPRESENTATION**

**Section 6.1.** Up to three members of the Association and up to three members of management shall be selected to constitute a Labor/Management Committee. The Committee shall meet as needed during the school year, to discuss matters of a mutual interest pertaining to the application of the collective bargaining agreement and/or labor/management relations. Nothing herein this section shall be construed to supplant other provisions of the collective bargaining agreement.

**Section 6.2.** The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance.

**Section 6.2.1.** Association representatives, when leaving their work, shall first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be required. The employees will report their return to work to their supervisors.

ARTICLE VII

**HOURS OF WORK AND OVERTIME**

**Section 7.1.** The standard workweek for full-time employees shall be five (5) consecutive days, consisting of eight (8) hours to be completed within a nine (9) hour period for a total of forty (40) hours. Employees may voluntarily work other schedules with the concurrence of the employee's immediate supervisor and/or the District.

**Section 7.1.1.** In the event that by mutual agreement the parties agree that employees located at any site work a four-day, 10-hour per day workweek for any portion of the work year, the provisions of Section 7.1 concerning "standard workweek" shall not apply.

1 **Section 7.1.2. Summer Work.** When summer work is made available that is an extension of the work that  
2 is done by a particular employee who is on a less than 12 month calendar, the hours shall be made available  
3 according to either a) or b) of the following guidelines.  
4

5 a. If the supervisor wishes to offer the hours in exchange for days off during an employee's regular work  
6 calendar, the hours will be made available to qualified and available employees in the following order;  
7 provided the employee wishes to exchange the days, and the supervisor concurs that the employee's  
8 calendar will allow the needed substitution of days or hours:

- 9
- 10 1. The person currently holding the position;
- 11 2. The most senior qualified bargaining unit employee currently in the building;
- 12 3. The most senior qualified bargaining unit employee in the District; or
- 13 4. Any qualified individual available.

14

15 b. If the supervisor elects to offer the summer hours in addition to regularly worked calendars, the hours  
16 will be made available in the same sequence as described in numbers 1-4 above.  
17

18 **Section 7.1.2.1.** Any other summer work that is made available in the schools shall be posted in all  
19 buildings and the Association President or designee shall be notified of such extra summer work. The  
20 District shall assign such extra summer work to members of the bargaining unit consistent with Section 10.7  
21 of the Agreement.  
22

23 **Section 7.1.3. Job Sharing.** Each job sharing shall be for a fixed period of time. The terms of each job  
24 sharing shall be reduced to writing after the Supervisor/Program Manager, Personnel Department, and the  
25 Association agree with the terms. Effective September 1, 2007, health benefits allocated to a job sharing  
26 position pursuant to Section 12.1 shall not exceed one (1) FTE.  
27

28 **Section 7.2.** The starting and ending times for each employee shall be determined by the District.  
29

30 **Section 7.3.** Employees who are scheduled to work at least five (5) hours per day shall be provided with an  
31 uninterrupted, duty-free, unpaid lunch period of at least thirty (30) minutes.  
32

33 **Section 7.3.1.** Unpaid lunch periods are the employee's private time. Employees shall be free to leave their  
34 assigned campus during lunch periods, provided that they comply with appropriate sign out procedures. If  
35 an employee is specifically directed to remain on call during an unpaid period, another lunch period shall be  
36 scheduled consistent with Section 7.5. If this cannot be done, the employee shall either receive early release  
37 or his/her full rate of pay for the on call time.  
38

39 **Section 7.4.** A fifteen (15) minute paid rest period shall be provided during each consecutive four (4) hours  
40 of work for a maximum of two (2) rest periods per day.  
41

42 **Section 7.5.** Employees required to work through their regular lunch periods will be given time to eat at a  
43 time agreed upon by the employee and supervisor.  
44

45 **Section 7.6. Temporary Change Of Assignment.** Permanently assigned employees requested to work in a  
46 higher paying classification will receive the higher classification wage beginning with the first day worked  
47 in the assignment.  
48

1 **Section 7.7.** Employees who work less than forty (40) hours per week shall be compensated at their hourly  
2 rate. Non-Fair Labor Standards Act (FLSA) compensatory time may be earned by employees scheduled to  
3 work less than forty (40) hours. Such employees who work in excess of their scheduled hours, but less than  
4 forty (40) hours, shall either be paid at the appropriate straight-time rate or be paid hour-for-hour  
5 compensatory time at the discretion of the employee. Any compensatory time earned under this section shall  
6 be exhausted in accordance with Section 7.8.1.

7  
8 **Section 7.8.** Employees who are authorized to work more than forty (40) hours per week by the District  
9 within the pay period shall be given one and one-half (1½) times their hourly rate of pay for hours in excess  
10 of forty (40) hours per week. All hours in excess of forty-eight (48) hours per week will be compensated at  
11 the rate of twice the base rate of pay. Hours paid for sick, personal, vacation leaves and paid holidays shall  
12 be considered in computing the employees' workweek.

13  
14 **Section 7.8.1.** If compensatory time is given and such compensatory time has been approved by the  
15 supervisor in advance in lieu of pay for work performed beyond the forty (40) hour week, it shall be at the  
16 rate of time and one-half. If the compensatory time cannot be or is not taken by the second week of August  
17 of the current school year, the employee must be paid at the overtime rate.

18  
19 **Section 7.9.** Employees who are asked by the District to work on holidays shall be compensated at twice  
20 their regular hourly rate.

21  
22 **Section 7.10.** In the event of a District closure or individual building closure, employees who work at the  
23 effected locations shall not be expected to report to work. Employees reporting to work shall receive a  
24 minimum of two (2) hours pay at base rate in the event of such a closure. However, no employee shall be  
25 entitled to any such compensation in the event of actual notification by the District of the closure prior to  
26 leaving home for work or if the school closure is announced over the radio on such stations that carry such  
27 reports. Actual hours worked beyond two (2) hours must be approved in advance by the employee's  
28 supervisor. Twelve (12) month employees who are unable to come to work when the office is open may use  
29 any unused paid or unpaid leave, or schedule a make-up day with the approval of the supervisor.

30  
31 **Section 7.11.** In the event of early dismissal due to inclement weather or other emergency, office personnel  
32 will be allowed to leave without loss of pay at the discretion of the principal or designee. Office personnel  
33 employed at non-school locations will be released after the last school has dismissed and by the  
34 superintendent or designee.

35  
36 Each building will use their decision-making process to determine how the building staff will deal with the  
37 negative impact of inclement weather conditions or other emergencies. If such emergencies require staff to  
38 stay beyond their work day, those who cover will be compensated at their applicable rate.

39  
40 **Section 7.12. Emergency Closure.** Employees shall not be required to work in extreme conditions after the  
41 safety of students has been established and the District is no longer responsible for the students well being.  
42 If an employee's work station is closed or seriously impaired after the period of initial emergency, the  
43 District may elect to provide a reasonable alternative means that will allow employees to carry out required  
44 duties and responsibilities. Alternatives which require the payment of overtime will be utilized only if such  
45 overtime is considered to be essential by the District. If time is lost, employees may elect to use any  
46 available paid leave to avoid loss of time. Employees may also elect to use unpaid leave or schedule make-  
47 up time with the approval of the supervisor to avoid a loss of pay.

**Section 7.13.** Members of the bargaining unit shall not be required to respond to security calls for a vacant building without a police escort.

**Section 7.14.** An employee recalled to work for a period noncontiguous with his/her regular shift shall have the opportunity to work for at least three (3) hours. If meaningful work is not available, the District shall pay the employee's rate of pay for a minimum of three (3) hours.

**Section 7.15. Additional Hours of Work.** Two or less hours per day of work may be added to a position without such additional hours being posted per Article 16.1. The hours will be offered in accordance with Section 10.6.

## ARTICLE VIII

### HOLIDAYS AND VACATIONS

**Section 8.1.** Non-student days worked by ten and eleven month employees shall be negotiated at the building level by the employee and supervisor/program manager. If the employee and supervisor/program manager cannot agree, the Personnel Director shall determine the schedule.

#### Definition of Work Year for Secretaries:

Paid Vacation 3.5 Hours/Day or More

Annual Assignment	Work Days	Paid Holidays	Years					Total Paid Days 3.5 Hours/Day or More
			1-9	10-14	15-19	20+		
9 Month	180	9	9	11	12	13	198 - 202	
10 Month	202	10	10	12	13	14	222 - 226	
10 Month MS	204	10	10	12	13	14	224 - 228	
10 Month HS	205	10	10	12	13	14	225 - 229	
10 Month EL	207	10	10	12	13	14	227 - 231	
11 Month	222	12	<u>1-4</u>	<u>5-10</u>	<u>11-15</u>	<u>16-19</u>	<u>20+</u>	245-255
		13*	11	15	18	19	21	246-256 (July 4)*
<u>12 Month:</u>								
1-3 years	235	13		12				260
4-9 years	229	13		18				260
10-14 years	227	13		20				260
15-19 years	226	13		21				260
20 + years	225	13		22				260

**HOLIDAYS**

	<u>9-Month</u>	<u>10-Month</u>	<u>11-Month</u>	<u>12-Month</u>
Labor Day	X*	X	X	X
Veterans' Day	X	X	X	X
Thanksgiving Day	X	X	X	X
Day after Thanksgiving	X	X	X	X
Day before Christmas			X	X
Christmas Day	X	X	X	X
Day after Christmas	X	X	X	X
New Year's Day	X	X	X	X
Martin Luther King Day	X	X	X	X
Presidents' Day	X	X	X	X
Friday of Spring Vacation			X	X
Memorial Day	X	X	X	X
Independence Day	X*	X*	X*	X

\*If worked the day before and the day after.

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

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

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

**ARTICLE IX**

**LEAVES**

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

1 **Section 9.1. Sick Leave.**  
2

3 **Section 9.1.1.** Each employee, with a regular assignment covering each day of the school year or more shall  
4 be provided with twelve (12) days of disability/emergency leave. The twelve (12) disability leave days  
5 count toward retirement and the sick leave buy-back plan as provided by the State. Such leave shall be  
6 cumulative based on the hours/day of the assignment times twelve, and shall accumulate to the maximum  
7 allowed according to law. The number of hours per disability/emergency leave day shall correspond with  
8 the regular hours per work day of the employee (i.e., a seven and one-half (7½) hour day earns an equal  
9 disability leave day; a 4-hour day earns four (4) hours of leave). Absence under disability/emergency leave  
10 (as defined by RCW 28A.400.300) shall be paid at full salary until the exhaustion of accumulated disability  
11 leave days. Salary deductions will be made for absence beyond disability leave accumulations. Those  
12 persons employed less than one hundred eighty (180) days during any school year shall accumulate one (1)  
13 day of leave eligibility as described above for each month of employment.  
14

15 The Superintendent or designee shall, upon employee request, grant personal emergency leave in accordance  
16 with RCW 28A.400.300 with pay such as court appearances, legal counsel, business that cannot be  
17 performed at any other time, emergency illness in the family and other emergencies which make it  
18 impossible for the employee to work.  
19

20 The provisions of SHB1319 (1988 Legislature) regarding use of accrued sick leave for care of minor  
21 children under the age of eighteen (18) with a health condition that requires treatment or supervision, are by  
22 this reference incorporated herein.  
23

24 The District may require the employee to provide a physician's signed statement to validate an absence of  
25 five (5) or more consecutive work days when such absences are the result of an illness.  
26

27 **Section 9.1.1.1.** The District shall continue to provide the attendance incentive plan developed by the State  
28 for the duration of this Agreement.  
29

30 **Section 9.1.1.2.** Upon application therefore, the District shall grant disability leave that is the direct result of  
31 pregnancy, up to thirty (30) work days. Employees granted disability leave may, at their option, be allowed  
32 compensation for disability leave in accordance with Section 9.1.1., above. If the individual circumstances  
33 result in a longer or shorter period of disability, the attending physician shall determine the duration of such  
34 period. Before returning to work, the employee must be certified by her physician as ready and able to  
35 return to work. Either the employee or the District may make the request for the physician to make such a  
36 determination.  
37

38 **Section 9.1.2.** In the event employees are absent for reasons which are covered by Industrial Insurance, the  
39 District shall pay the employee an amount equal to the difference between the amount paid the employee by  
40 the Department of Labor and Industries and the amount the employee would normally earn. A deduction  
41 shall be made from the employee's accumulated sick leave in accordance with the amount paid to the  
42 employee by the District.  
43  
44  
45  
46  
47  
48

1 **Section 9.2. Bereavement Leave.** Absence due to death or near the time of death in the immediate family  
2 shall be granted with full pay for up to five (5) days. Immediate family shall be defined as the following  
3 family relationships to both the employee and spouse: (1) Father and Mother, (2) Spouse, (3) Children, (4)  
4 Siblings, (5) Grandparents, (6) Grandchildren, (7) Aunts and Uncles, (8) Nephew or Niece, (9) any relative  
5 or significant other residing in the employee's household. Bereavement leave granted in the above  
6 circumstances is not deducted from sick leave, and is noncumulative.

7  
8 One (1) day of bereavement leave, taken from emergency leave, will be allowed for a close friend.

9  
10 **Section 9.3. Personal Leave.** Absences may be granted without pay at the discretion of the Director of  
11 Personnel on a day-to-day basis for personal reasons for purposes not covered by other provisions in this  
12 Agreement.

13  
14 **Section 9.3.1.** All employees covered by this Agreement shall be entitled to two (2) days of paid personal  
15 leave per school year and may accumulate unused days to a total of ten (10) days. Leave without pay to  
16 extend breaks, vacations or holidays may be approved. In the event that a substitute can be provided, the  
17 leave without pay will be converted to a paid personal leave and deducted from the employee's accumulated  
18 personal leave balance. Such leave may be used for bereavement not covered by Section 9.2. If a substitute  
19 is required, a request for leave may be denied if the demand for qualified substitutes exceeds the number  
20 available. If the need for personal leave can be anticipated, it shall be scheduled with the employee's  
21 supervisor at least one (1) week in advance.

22  
23 **Section 9.3.2.** Employees who have accumulated at least five (5) personal leave days at the end of the  
24 school/contract year will be able to cash out two (2) days of personal leave per year at the Step 1 hourly rate  
25 of the position's category on the salary schedule.

26  
27 **Section 9.4. Family/Medical Leave.** Secretaries are entitled to a total of twelve (12) workweeks of family  
28 and medical leave during any fiscal year (July 1 – June 30). To be eligible for consideration, an employee  
29 must have worked within the district for at least one (1) year prior and for 1,250 hours over the previous  
30 twelve (12) months. This leave is to be used for:

- 31
- 32 1. The birth of a child and to care for a newborn child;
  - 33 2. The placement of a child with the employee for adoption or foster care that requires state action;
  - 34 3. Caring for the employee's spouse/domestic partner, parent or child, who has a serious health  
35 condition;
  - 36 4. A serious health condition that makes the employee unable to perform his/her job functions.
  - 37 5. In accordance with the Family Care Act, an employee may use illness leave to care for the following  
38 family members; a) an employee's minor child (under the age of 18) who has a health condition that  
39 requires treatment or supervision; b) an employee's adult child (eighteen years of age or older) who  
40 is incapable of self-care because of a mental or physical disability; or c) an employee's  
41 spouse/domestic partner, parent, parent-in-law, or grandparent who has a serious health condition or  
42 an emergency condition.
- 43

44 **Section 9.4.1.** If leave is taken for birth or placement for adoption or foster care and both spouses work for  
45 the Issaquah School District, the family and medical leave that may be taken is limited to a combined total of  
46 twelve (12) work weeks, provided that any period of physical disability taken by the biological mother shall  
47 not be included in the twelve (12) week limitation. Family and medical leave shall be without pay for all or  
48 part of the leave. (See Section 9.4.2.).

1 **Section 9.4.2.** Employees must first exhaust all disability/emergency leave (when applicable), vacation  
2 leave (when applicable) and personal leave before applying for Family Leave. Employees desiring to apply  
3 for Family Leave need to request such leave in writing from the Director of Personnel thirty (30) days in  
4 advance unless the leave is not foreseeable, in which case, the employee must notify the District as soon as  
5 possible. The District may require certification (and subsequent recertification to support continuing leave)  
6 for medical leave and may require the employee to obtain a second medical opinion at the District's expense.  
7 The District may also require periodic reports from an employee on family and medical leave regarding the  
8 employee's status and intent to return to work. Leave taken to care for a newborn or newly adopted child  
9 must be completed within twelve (12) months after the date of the birth or adoption.

10  
11 **Section 9.4.3.** The District shall be responsible for maintaining coverage under any group health plan for the  
12 duration of such leave. If the employee fails to make timely payment of his/her portion of the premium, the  
13 District shall cease to maintain health coverage. Upon the employee's return to work, the employee's group  
14 health benefits will be restored to the terms that would have been provided if the employee had continued in  
15 employment for the duration of such leave.

16  
17 **Section 9.4.4.** If the employee fails to return from Family and Medical Leave, due to reasons within his or  
18 her control, the District may deduct from any sums owed to the employee for all health insurance premiums  
19 paid during the leave. Any amount not received by deduction, the former employee must reimburse directly  
20 to the District.

21  
22 **Section 9.4.5.** Upon returning from Family and Medical Leave, the employee shall be entitled to be restored  
23 to the same position that the employee held when the leave started.

24  
25 **Section 9.4.6.** For part-time employees and those who work variable hours, the Family and Medical Leave  
26 entitlement is calculated on a pro rata or proportional basis. Employees not eligible for medical benefits will  
27 receive leave only.

28  
29 **Section 9.4.7.** District approval is required for Family and Medical Leave taken on an intermittent basis  
30 (such as working a reduced workweek) for the purpose of birth or because of placement for adoption or  
31 foster care. Leave to care for a seriously ill family member or because of the employee's own serious health  
32 condition may be taken whenever necessary. Any employee who works primarily in an instructional  
33 capacity, and who requests a period of leave near the conclusion of the academic term, may be required to  
34 continue the leave until the end of the term with paid medical benefits.

35  
36 **Section 9.5. Judicial Leave.** In the event an employee is summoned to serve as a juror, or appear as a  
37 witness in court, or is named as a codefendant with the District, such employee shall receive a normal day's  
38 pay for each day of required presence in court; provided, however, that any compensation received for such  
39 service shall be paid to the District. Such repayment shall not exceed the employee's normal daily pay less  
40 bona fide expenses. In the event that an employee is a party in a court action unrelated to District business,  
41 such employee may request a leave of absence.

1 **Section 9.6. Leave Of Absence.**  
2

3 **Section 9.6.1.** Upon recommendation of the immediate supervisor through administrative channels to the  
4 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of  
5 absence for a period not to exceed one (1) year. However, if such leave is granted due to extended illness,  
6 one (1) additional year may be granted. An employee who requests a leave of absence in order to pursue  
7 another position within the bargaining unit will be allowed only if such leave occurs for one year – from  
8 August through July. The employee requesting such leave will be required to apply and interview for the  
9 position. If the employee receives the position, the employee will have to remain in such position for the  
10 duration of the leave - August through July. That employee’s position will be filled by a leave replacement  
11 for the duration of the leave period. Once the leave term has concluded, the employee will be allowed to  
12 return to his/her position.  
13

14 An employee who decides to return early from a leave of absence, except for those employees who took a  
15 leave of absence in order to accept a position within the bargaining unit for one year, will only be allowed to  
16 return to his/her original position if the position is being filled by a leave replacement. The employee  
17 returning from leave will notify the District at least forty-five (45) work days prior to their anticipated return  
18 date.  
19

20 **Section 9.6.2.** If returning after one (1) year or less, the returning employee will be assigned to the position  
21 occupied before the leave of absence. After one year, the employee shall be returned to a position of  
22 equivalent work day/year, hours per day and level; if no position is available, the employee will be  
23 considered in layoff status. Employees hired to fill positions of employees on leave of absence will be hired  
24 for a specific period of time, during which they shall be subject to all provisions of this Agreement except as  
25 provided in Section 1.4.7. It shall be the responsibility of the employer to provide replacement employees  
26 with a copy of these provisions.  
27

28 **Section 9.6.3.** The employee will retain accrued sick leave, vested vacation rights, and seniority rights while  
29 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the  
30 employee is on leave of absence; provided, however, that if such leave is approved for extended illness or  
31 injury, seniority shall accrue.  
32

33 **Section 9.7. Child Conference Leave.** Employees shall be authorized leave time to attend their children's  
34 school conferences without loss of pay, provided, however, that such time may be taken without requiring a  
35 paid substitute, and further provided that such leave shall not exceed four (4) hours per school year.  
36  
37  
38

39 **ARTICLE X**

40 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**  
41

42  
43 **Section 10.1.** The seniority of an employee within the bargaining unit shall be established as of the date on  
44 which the employee began continuous daily employment within the bargaining unit unless such seniority  
45 shall be lost as hereinafter provided.  
46  
47  
48

1 **Section 10.2. Probation (New Employees).** Newly hired employees shall complete a ninety (90) work day  
2 probationary period upon reporting for duty. The probationary period shall be extended one (1) day for each  
3 day the employee is absent for an excused absence. Prior to the close of the probationary period, the  
4 employee's immediate supervisor shall complete an evaluation of the employee's performance.

5  
6 **Section 10.2.1.** Within ten (10) work days prior to the completion of the employee's probationary period, the  
7 immediate supervisor shall meet with the employee to share the evaluation results.

8  
9 **Section 10.2.2.** Probationary employees shall receive copies of their job descriptions upon employment with  
10 the District.

11  
12 **Section 10.2.3.** A probationary employee shall receive a copy of his/her evaluation, signed and dated by the  
13 appropriate supervisor.

14  
15 **Section 10.2.4.** Probationary employees may be terminated from employment without cause.

16  
17 **Section 10.3.** Employees who voluntarily terminate their employment shall give the District ten (10) work  
18 days notice prior to the expected date of job termination. Upon receipt of such notice, the District shall,  
19 within five (5) work days, inform the employee of eligible benefits to be received upon the conclusion of  
20 employment. Termination by the employee without adherence to this section may result in forfeiture of any  
21 vacation benefits.

22 **Section 10.4.** The seniority rights of an employee shall be lost for the following reasons:

- 23  
24 A. Resignation;  
25 B. Discharge for justifiable cause; or  
26 C. Retirement.

27  
28 **Section 10.5.** Seniority rights shall not be lost for the following reasons, without limitation:

- 29  
30 A. Time lost by reason of industrial accident, industrial illness or judicial leave;  
31 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the  
32 United States;  
33 C. Time spent on other authorized leaves; or  
34 D. Time spent in layoff status as hereinafter provided.

35  
36 **Section 10.6.** The employee with the earliest hire date shall have preferential rights regarding shift selection.  
37 The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to  
38 new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior  
39 employees. If the District determines that seniority rights should not govern because a junior employee  
40 possesses ability and performance substantially greater than a senior employee or senior employees, the  
41 District shall set forth in writing to the employee or employees and the Association its reasons why the  
42 senior employee or employees have been bypassed, if requested. The District also reserves the right to open  
43 any vacant position to the public for application under the standards of fair employment practices, and select  
44 the person with the best qualifications for the job.

1 **Section 10.7.** Those employees who are designated to be laid off shall receive a lay off slip containing the  
2 following information at least thirty (30) days prior to layoff:

- 3
- 4 A. Name, position, date of hire by years, months and days;
- 5
- 6 B. Reason(s) for layoff:
- 7
- 8 C. Benefits for which the employee may be eligible (vacation pay, pay, unemployment compensation  
9 information);
- 10
- 11 D. Copy of seniority list;
- 12
- 13 E. Return slip for the employee to provide District with updated address and telephone number; and
- 14
- 15 F. Failure to notify the District of change of address or telephone number shall be reason to be removed  
16 from the recall list.

17

18 **Section 10.7.1.** For the purposes of this section, the outside applicant shall be considered to be the least  
19 senior employee.

20

21 **Section 10.7.2. Displaced and Reduced-Hour Employees.** Displacement shall mean a reassignment as a  
22 result of layoff. A reduced-hour employee is one who suffered a reduction in assigned work of two (2) or  
23 more hours per day. Layoff shall mean the loss of a job as a result of the position(s) having been eliminated  
24 due to lack of funds, work, or reorganization.

25

26 The displaced or reduced-hour employee may replace the least senior employee within the said Group level  
27 holding a comparable position. Comparable shall mean a position of equivalent work day/year, hours per  
28 day and level. Should there be no displacement options, such displaced and/or reduced-hour employee shall  
29 be on the recall list described in Section 10.8 below.

30

31 **Section 10.8.** Employees who are laid off shall be placed on a recall list based on seniority and recalled in  
32 the reverse order of layoff for those positions for which they are qualified. An employee who was laid off  
33 cannot be recalled to a higher Group level than which the employee held at the time of the layoff.  
34 Employees on layoff shall remain on the recall list for no more than two years from the date of the layoff.

35

36 **Section 10.8.1.** Employees shall be notified in writing or by telephone that a vacancy may be available.  
37 Those employees who reject an offer of employment which at least equals the rate of pay held in the last  
38 position shall be removed from the recall list. This section shall not preclude an employee from accepting an  
39 offer of employment for less salary than that of the employee's last position.

40

41 **Section 10.8.2.** Employees who are laid off shall retain seniority and retirement benefits in accordance with  
42 the rules of the retirement system and shall be paid at the time of layoff.

43

44

45

46

47

48

1 **Section 10.8.3.** The District shall convert accrued vacation days to salary and provide such compensation to  
2 the employee during the next regular pay period.

3  
4 **Section 10.9.** In the event that layoffs or major displacements are required, the parties will meet to  
5 determine the most appropriate procedure to solve the problem. If agreement cannot be reached in a timely  
6 manner, the provisions of Article X above shall be followed.  
7  
8

## 9 10 **ARTICLE XI**

### 11 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

12  
13  
14 **Section 11.1.** The District shall have the right to discipline or discharge an employee for justifiable cause.  
15 The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter  
16 provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not  
17 embarrass the employee before other employees or the public unless circumstances do not permit such  
18 consideration.  
19

20 **Section 11.2. Disciplinary Action.** Disciplinary action shall be defined as that action against an employee  
21 resulting in suspension or termination from employment. Such action may take the form of oral and/or  
22 written expression.  
23

24 **Section 11.3.** An employee who has received communication from the District or immediate supervisor  
25 indicating that he/she could be subject to disciplinary action, upon request, may have a representative present  
26 at any disciplinary meeting or investigatory interview where the employee reasonably believes may result in  
27 discipline. When a request for such representation is made, and a Union representative is not available, any  
28 disciplinary action will be postponed for a maximum of three (3) workdays to afford an opportunity for a  
29 Union representative to be present.  
30

31 **Section 11.4.** Meetings between the employee and District shall occur at mutually convenient times when  
32 the employer, the Association designee(s), and District representatives may be available.  
33

34 **Section 11.5.** The District may suspend and/or terminate any employee for improper conduct or other  
35 serious infractions. In all other cases, the District shall follow a policy of progressive discipline which  
36 includes verbal warning and written reprimand, suspension and/or termination. The employee shall have the  
37 right to face any accusers.  
38

39 **Section 11.5.1.** No employee excluding those designated in Section 10.2. shall be disciplined, reprimanded,  
40 suspended, or terminated without just cause. Just cause shall be defined as a cause outside legal cause,  
41 which must be based on reasonable grounds and there must be a fair and honest cause or reason regulated by  
42 good faith. The specific grounds forming the basis for disciplinary action will be made available to the  
43 employee in writing.  
44  
45  
46  
47  
48

1 **Section 11.5.2.** Letters of reprimand must be sent to the Association within twenty (20) working days. If  
2 requested by the employee and if the District concurs, letters of reprimand shall be removed from an  
3 employee's personnel file after twenty-four (24) months from the date of notice, if no additional letters of  
4 reprimand are issued during that period. Letters of reprimand will not be removed from the employee's  
5 personnel file if the District and the employee are involved in a legal pending matter. In accordance with  
6 WAC 181-88 and RCW 28A.400.301, no information related to substantiated verbal or physical abuse or  
7 sexual misconduct may be removed from any employee file.

8  
9 **Section 11.6. Notice Of Continued Employment.** By June 25, the Personnel Office will send to each  
10 employee a notice stating whether or not she/he will be employed by the District during the next school year.  
11 Each employee will respond to that notice by indicating in writing whether she/he plans to return to work.  
12 This provision does not apply to twelve (12) month employees.

13  
14 **Section 11.7.** Nothing contained in this section shall in any regard limit the operation of other sections of  
15 this Article.

16  
17 **Section 11.8.** Except in extraordinary cases, and as otherwise provided in this Article, the District will  
18 normally give employees two (2) weeks written notice of intention to discharge or layoff. Such notice shall  
19 include the employee's eligible benefits, causes for termination, and any appeals process which may be  
20 available through this Agreement.

## 21 22 23 24 **ARTICLE XII**

### 25 **INSURANCE AND RETIREMENT**

26  
27 **Section 12.1. Health Benefits.** Funding of the Benefit Pool shall be determined during the month of  
28 October by multiplying the bargaining unit FTE (Full Time Equivalent) by the monthly state allotment. This  
29 benefit pool shall be divided among the bargaining unit employees according to share value. Employees  
30 scheduled to work at least twenty (20) hours per week shall receive the full monthly allotment.

31  
32 **Section 12.1.1.** Unused dollars shall constitute a pool that shall be distributed in equal allotments to each  
33 employee with a payroll deduction, up to the amount of the deduction. The distribution shall continue until  
34 the pool is exhausted or all premiums are paid in full.  
35 State Registered Domestic Partners will be provided the same benefit pool allocation (Dental, Vision, and  
36 Medical) as employees with spouses. The employer paid premium associated with the domestic partner  
37 coverage will be considered taxable ("imputed") income to the employee (unless the domestic partner meets  
38 the definition of dependent under federal law for health care purposes) in accordance with IRS regulations.

39  
40 **Section 12.1.2.** Insurance benefits shall be enhanced by the basic state-funded amount plus a District paid  
41 retiree insurance contribution, i.e. "retiree carve-out" one hundred percent (100%) of full carve-out for the  
42 duration of the contract. Benefit coverage will be automatically renewed each year for the term of this  
43 contract unless the Legislature changes the laws governing health benefits.  
44  
45  
46  
47  
48

1 **Section 12.1.4.** Bargaining unit employees shall have access to participate in the Medical Premium  
2 Reimbursement Fund. Employees opting to enroll in a lesser cost medical plan shall be able to access the  
3 fund when out-of-pocket expenses exceed the savings from opting to enroll in the lesser cost plan.  
4

5 **Section 12.2.** The District shall provide tort liability coverage for all employees subject to this Agreement.  
6

7 **Section 12.3.** All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity  
8 plan offered through the District. On receipt of a written authorization by an employee, the District shall  
9 make the requisite withholding adjustments and deductions from the employee's salary.  
10

11 **Section 12.4.** The District shall make available to bargaining unit employees a Section 125 pay plan as  
12 authorized by the Internal Revenue Service. Any unspent Section 125 funds at the end of the plan year shall  
13 be allocated to insurance pool for distribution per Section 12.1.1.  
14

## 17 A R T I C L E X I I I

### 18 VOCATIONAL TRAINING

19  
20  
21 **Section 13.1.** The District will provide adequate training to employees when new equipment is installed.  
22 When the District purchases new equipment, it will endeavor to have the vendor provide training for staff.  
23 Such new equipment shall be operated by current employees after adequate training is provided. Funds for  
24 staff training will be provided when available through the staff development office. Attendance by  
25 employees at training programs will be without cost to the employee and no salary deduction shall be made  
26 for attendance during working hours.  
27

28 **Section 13.2.** Release time, at no loss of pay, shall be provided to employees for the purpose of attending  
29 workshops, classes or seminars of benefit to the employee and the District in the employee's currently  
30 assigned position upon the approval of the employee's immediate supervisor. Employees requested to attend  
31 a workshop, class or seminar by the District outside of the employee's normal working hours, shall be  
32 compensated for all hours in attendance at the employee's regular hourly rate.  
33

34 **Section 13.3.** The District and the Association agree that the National Association of Educational Office  
35 Personnel (NAEOP), Professional Standards Program (PSP) is a recognized achievement standard in the  
36 Issaquah School District. Those employees holding the following certificates shall be compensated at the  
37 listed hourly premiums, these premiums shall be paid by the District effective the following payroll period.  
38

39	Basic	\$0.45 per hour
40	Associate Professional	\$0.48
41	Advanced I	\$0.51
42	Advanced II	\$0.54
43	Advanced III	\$0.57
44	Bachelor's	\$0.60
45	Master's	\$0.63
46	Doctorate	\$0.66

1 The District and the Association agree that an annual amount of \$2,500 will be allocated each year on  
2 September 1, to be used for training and/or certification. Funds of up to \$2,500.00 not expended by August  
3 31 will be carried over to the following year, to achieve a potential balance of not more than \$5,000.00 at the  
4 beginning of any school year.

5  
6 Effective September 1, 2001, the District shall reimburse each applicant up to \$80.00 to offset the cost of  
7 NAEOP and WAEOP professional membership dues required for PSP certification. Members must have  
8 paid their dues within the time frame of this Collective Bargaining Agreement in order to be eligible for  
9 reimbursement. A completed District purchase order form, along with the attached dues receipts, must be  
10 sent to Personnel between September 1 and March 1, in order to be eligible for reimbursement.

11  
12 **Section 13.4.** Members are encouraged to submit certificates of completion to the Personnel Office for  
13 inclusion in their personnel file.

## 14 15 16 17 **ARTICLE XIV**

### 18 19 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

20  
21 **Section 14.1.** Each employee subject to this Agreement, who, on the effective date of this Agreement, is a  
22 member of the Association in good standing shall, as a condition of employment, maintain membership in  
23 the Association in good standing during the period of this Agreement.

24  
25 **Section 14.2.** All employees subject to this Agreement shall, as a condition of employment, become  
26 members in good standing of the Association within thirty (30) days of the hire date. Such employee shall  
27 then maintain membership in the Association in good standing during the period of this Agreement.

28  
29 **Section 14.3.** The parties recognize that an employee should have the option of declining to participate as a  
30 member in the Association yet contribute financially to the activities of the Association in representing such  
31 employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the  
32 membership requirements of the previous sections of this Article, an employee who declines membership in  
33 the Association may pay to the Association each month a service charge as a contribution towards the  
34 administration of this Agreement in an amount equal to the regular monthly dues. This service charge shall  
35 be collected by the Association in the same manner as monthly dues.

36  
37 **Section 14.4.** The District will notify the Association of all new hires. At the time of hire, the District will  
38 inform the new hire of the terms and conditions of this Article.

39  
40 **Section 14.5.** Any employee who refuses to become a member of the Association in good standing or pay  
41 the service charge in accordance with the previous sections, shall, at the option of the Association, be  
42 immediately discharged from employment by the District.

1 **Section 14.6.** Nothing contained in this Agreement shall require Association membership of employees who  
2 object to such membership based on bona fide religious tenets or teachings of a church or religious body of  
3 which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a  
4 nonreligious charity or other charitable organization mutually agreed upon by the employee and the  
5 Association. The employee shall furnish written proof that such payment has been made. If the employee  
6 and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations  
7 Commission pursuant to RCW 41.56.122.

8  
9 **Section 14.7 Political Action Committee:** The District shall, upon receipt of a written authorization form  
10 that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of  
11 contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the  
12 same to the Union on a check separate from the Union dues transmittal check. Section 14.7.1 and 14.7.2 of  
13 the Agreement shall apply to these deductions. The employee may revoke the request at any time. At least  
14 annually, the employee shall be notified by the PSE State Office, about the right to revoke the request.

15  
16 **Section 14.7.1 Hold Harmless:** The Union will indemnify, defend, and hold the District harmless against  
17 any claims made, and any suit instituted against the District on account of any check off of Union dues  
18 pursuant to Section 14.7.3 or requirement that employees pay membership or representation fees to the  
19 Union or a charitable organization as a condition of employment (Section 14.1) or voluntary political  
20 contributions.

21  
22 **Section 14.7.2 Hold Harmless:** The Association will indemnify, defend, and hold the District harmless  
23 against any claims, suits, orders, and/or judgments against the District on account of any check off of  
24 Association dues or voluntary political contributions.

25  
26 **Section 14.7.3 Checkoff.** The District shall deduct PSE dues, service charges, or voluntary political  
27 contributions from the pay of any employee who authorizes such deductions in writing pursuant to  
28 RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School  
29 Employees of Washington on a monthly basis. Each November, the District shall deduct IAEOP dues as  
30 authorized by the IAEOP chapter bylaws. Such dues shall be transmitted to the treasurer of the IAEOP.

## 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48

**ARTICLE XV**

### **GRIEVANCE PROCEDURE**

36 **Section 15.1.** Grievances or complaints arising between the District and its employees within the bargaining  
37 unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the  
38 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

### **Section 15.2. Grievance Steps.**

42 **Section 15.2.1.** Informal Step: An employee shall first discuss the grievance with his/her immediate  
43 supervisor or to the appropriate supervisor/administrator who took the action(s) or made the decision on  
44 which the grievance is based. If an employee so wishes, he/she may be accompanied by an Association  
45 representative at such discussion. All grievances not brought to the immediate supervisor in accordance with  
46 the preceding sentence within thirty (30) District business days of the occurrence of the grievance shall be  
47 invalid and subject to no further processing.

1 **Section 15.2.2.** STEP ONE: If the grievance is not resolved within fifteen (15) District business days from  
2 the meeting with the supervisor to the employee's satisfaction in accordance with the preceding subsection,  
3 the employee shall reduce to writing a statement of the grievance containing the following:  
4

- 5 A. The facts on which the grievance is based;
  - 6 B. A reference to the provisions in this Agreement which have been allegedly violated; and
  - 7 C. The remedy sought.
- 8

9 The employee shall submit the written statement of grievance to the immediate supervisor or to the  
10 appropriate supervisor/administrator who took the action(s) or made the decision on which the grievance is  
11 based with a copy to the immediate supervisor, for reconsideration and shall submit a copy to the Executive  
12 Director of Personnel or designee. The parties will have fifteen (15) District business days from submission  
13 of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition.  
14 If an agreeable disposition is made, all parties to the grievance shall sign it.

15  
16 **Section 15.2.3.** STEP TWO: If no settlement has been reached within the fifteen (15) days referred to in the  
17 preceding subsection, and the Association believes the grievance to be valid, a written statement of  
18 grievance shall be submitted within fifteen (15) District business days to the District Superintendent or the  
19 Superintendent's designee. After such submission, the parties will have fifteen (15) District business days  
20 from submission of the written statement of grievance to resolve it by indicating on the statement of  
21 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.  
22

23 **Section 15.2.4.** STEP THREE: If a satisfactory solution is not reached within fifteen (15) business days  
24 after the individual or the Association representatives have met with the District Superintendent or the  
25 Superintendent's designee, the Association may request an arbitrator be called upon to decide whether there  
26 has been a violation, misinterpretation, or misapplication of any of the terms of this agreement.

27  
28 Within fifteen (15) business days after such written notice of submission to arbitration, the District and  
29 Association will request a list of arbitrators from the American Arbitration Association. The parties will be  
30 bound by the rules and procedures of the American Arbitration Association.

31  
32 Neither party shall be permitted to assert in the arbitration proceedings any evidence not previously  
33 disclosed to the other parties.

34  
35 The arbitrator shall render the decision in writing no later than thirty (30) business days after the conclusion  
36 of the hearings or, if oral hearings are waived, then thirty (30) business days from the date statements and  
37 proofs were submitted to the arbitrator.  
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1 The award of the arbitrator shall be accepted as final and binding. There shall be no appeal from the  
2 arbitrator's decision by either party if such decision is within the scope of the arbitrator's authority as  
3 described below.

- 4
- 5 a. The arbitrator shall not have the power to add to, subtract from, disregard, alter or modify any of the  
6 terms of this agreement or other Board policy.
- 7
- 8 b. The arbitrator's power shall be limited to deciding whether there has been a violation,  
9 misinterpretation, or misapplication of any of the terms of this agreement or of Board policy. In case  
10 of any action which the arbitrator finds improper or excessive, such action may be set aside, reduced,  
11 or otherwise changed by the arbitrator. The arbitrator may award back pay to compensate the  
12 employee, wholly or partially, for any salary lost.
- 13

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

16  
17 **Section 15.3.** The employer shall not discriminate against any individual employee or the Association for  
18 taking action under this Article.

## 19 20 21 **ARTICLE XVI**

### 22 23 **TRANSFERS, PROMOTIONS, OPENINGS, ASSIGNMENTS**

#### 24 25 **Section 16.1. Notification Of Openings.**

26  
27 **Section 16.1.1.** The District shall post all openings in positions covered by the Agreement in all school  
28 buildings at least ten (10) days prior to filling the opening. All qualified applicants from within the  
29 bargaining unit who have properly applied in writing, shall be the first considered. If the applicant is not  
30 selected for a particular position, that employee shall be granted an interview with the Superintendent or  
31 designee. The District shall use Section 10.6 as a guideline in filling all openings.

32  
33 **Section 16.1.2.** Should the creation of a new position or an opening occur requiring the use of a substitute  
34 for an interim period, the interim period shall be no longer than forty-five (45) working days. In the event  
35 that due to unusual circumstances the interim period is exceeded, the District and the Association shall  
36 consult concerning the circumstances. Following consultation, at the option of the Association, the  
37 provisions of Section 1.3 as it relates to the new or open position may be exercised.

38  
39 **Section 16.1.3. Transfer Requests.** Employees who desire to transfer to another building or position (even  
40 though no opening may exist at the time), may file a written statement of such desire with the Personnel  
41 Office. Such statement shall include the positions and/or locations, in order of preference, to which he/she  
42 desires to be transferred. When such requests are received, the Personnel Office shall review other requests  
43 to determine whether or not there are compatible requests. The District must consider such requests, but  
44 shall not be required to honor them. Such requests shall be kept on file in the Personnel Office for future  
45 consideration for one (1) year or until the office is notified in writing by the applicant to withdraw the  
46 statement.

1 To implement this section, the District will utilize the following procedure:  
2

- 3 1. Open position or in-district posting of five (5) days, and only one (1) bargaining unit member applies:  
4 The District has the authority to assign that bargaining unit member to the vacant position.  
5
- 6 2. Open position or in-district posting of five (5) days, and two (2) or more bargaining unit members  
7 apply: The District will utilize the provisions of Section 10.6.  
8
- 9 3. Exchange of positions WITHIN THE SAME SALARY CLASSIFICATION when no open position  
10 exists:  
11
  - 12 a. The District may elect to reassign two (2) or more bargaining unit members to mutually agreeable  
13 positions; or
  - 14 b. Two (2) or more bargaining unit members may initiate an exchange of positions, subject to  
15 approval of their immediate supervisors and the Director of Personnel; AND
  - 16 c. The Association is advised of the pending personnel action.  
17
- 18 4. District initiated transfer is limited to the following conditions:  
19
  - 20 a. Significant decline in student enrollment; or
  - 21 b. Significant changes in attendance area; or
  - 22 c. Significant funding losses, significant budgetary changes affecting buildings or departments, or  
23 significant administrative reorganization; or
  - 24 d. Closing of schools or worksites; or
  - 25 e. Adjusting for staff returning from leave of absence, as provided in Article IX of this Agreement;  
26 or
  - 27 f. Placing employees where they are most likely to succeed; or
  - 28 g. Subject to good faith consultation with the Association, with the mutual understanding between  
29 the parties that the District will not act in an arbitrary and capricious manner; or
  - 30 h. Prior to any District initiated transfer, the District will provide the Association with written  
31 notification at least thirty (30) business days prior to the transfer; or
  - 32 i. Any transfer in lieu of a reduction-in force shall be subject to mutual agreement between the  
33 District and the Association.  
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## ARTICLE XVII

### **SALARIES AND EMPLOYEE COMPENSATION**

**Section 17.1.** Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each pay check.

**Section 17.1.1.** As of October 1, 1998, employees will be required to participate in a direct deposit program for pay warrants. Upon written request and approval by the Executive Director of Personnel, exceptions will be made for due cause. There shall be no limit on the number of times an employee may change direct deposit recipients. The District shall be responsible for the accurate and timely transferring of deposits.

**Section 17.1.2.** Employees hired in a substitute, temporary or supported employment capacity shall be compensated in accordance with Step 1 of the position's category on the salary schedule.

**Section 17.2.** Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

**Section 17.2.1.** Salaries contained in Schedule A shall be for the entire term of this Agreement, further, the District shall pass-through cost-of-living adjustments for the periods 2010-2011, 2011-2012, and 2012-2013 to all bargaining unit members. Effective upon ratification of the contract, employees shall also receive a one-half (0.5) percent increase above COLA in 2010-2011, a one-half (0.5) percent increase above COLA in 2011-2012, and a three-quarter (0.75) percent increase above COLA in 2012-2013. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date or as negotiated at the time of agreement.

Effective September 1, 2010 and for the duration of the contract, Step 12 will be restored and Column A will be eliminated from the salary schedule.

**Section 17.2.2.** Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement if possible, and in any case not later than the second regular pay day. In the case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such retroactive pay shall be paid on the first regular pay day following agreement on such schedule, if possible, and in any case not later than the second regular pay day.

**Section 17.2.3.** Incremental step movement, where applicable, shall take effect on September 1 of each year during the term of this Agreement, provided the employee was actively employed on February 1 of that year, and has been continuously employed through August 31. An employee recalled from layoff status shall receive appropriate incremental step movement pursuant to Section 20.1.2.

**Section 17.2.4.** Any employee who changes job positions or classifications shall receive full longevity credit regarding step placement on Schedule A.

**Section 17.3.** Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the rate established by the District.

1 **Section 17.4.** Employees required to remain overnight on District business shall be reimbursed for room and  
2 board expenditures as approved by the District.

3  
4 **Section 17.5. Committee Pay.** The District shall clearly identify whether or not employees serving on a  
5 committee that meets outside of regular work hours will be paid or unpaid. If the committee is designated as  
6 a paid committee, employees filling a required position will be paid their regular rate of pay or receive  
7 compensatory time off during the same week.

8  
9 The District may invite employees to serve on unpaid committees but shall not pressure any specific  
10 employee to do so. Regarding committee service, it is the intention of the District to treat all groups equally.

11  
12 **Section 17.6. Longevity Pay.** Effective 2008-2009 and for the duration of the contract, employees  
13 beginning their twelfth (12<sup>th</sup>) year of service with the District shall receive an additional \$0.25¢ per hour.  
14 Effective 2007-2008 and for the duration of the contract, employees beginning their sixteenth (16<sup>th</sup>) year of  
15 service with the District shall receive an additional \$0.25¢ per hour for a total of \$0.50¢ per hour and  
16 employees beginning their twentieth (20<sup>th</sup>) year of service with the District shall receive an additional  
17 \$0.25¢ per hour for a total of \$0.75¢ per hour. This amount will become effective on the employee's  
18 anniversary date with the District.

19  
20 **Section 17.7 Replacement of Personal Property:** September 1 of each year, the District will establish a  
21 \$1200.00 fund to assist bargaining unit members in the replacement of personal property damaged or  
22 destroyed while performing responsibilities directly related to their positions, not otherwise covered by  
23 health insurance or Labor and Industries.

## 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48

ARTICLE XVIII

### **TERM AND SEPARABILITY OF PROVISIONS**

**Section 18.1.** The term of this Agreement shall be September 1, 2010 through August 31, 2013.

**Section 18.2.** All provisions of this Agreement shall be applicable to the entire term of this Agreement  
notwithstanding its execution date, except as provided in the following section.

**Section 18.3.** This Agreement may be reopened and modified at any time during its term upon mutual  
consent of the parties in writing; provided that the Agreement shall be reopened as necessary to consider the  
impact of any relevant legislation enacted following the execution of this contract.

**Section 18.3.1.** The impact of site based management on mandatory subjects of collective bargaining shall  
be negotiated prior to any implementation.

**Section 18.4.** If any Article or Section of this Agreement shall be held to be invalid by operation of law or  
by a tribunal of competent jurisdiction, said Article shall be null and void and all other Sections and Articles  
shall continue in full force and effect. Provided further, that the Association and District agree to comply  
with all Federal and State laws and regulations related to the implementation and administration of this  
Agreement.

1 **Section 18.5.** Neither party shall be compelled to comply to any provision of this Agreement which  
2 conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

3  
4 **Section 18.6.** In the event either of the two (2) previous sections is determined to apply to any provision of  
5 this Agreement, such provision shall be renegotiated pursuant to Section 18.3.  
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7  
8

## 9 **ARTICLE XIX**

### 10 **PERSONNEL FILES**

11  
12  
13 **Section 19.1.** Employees or former employees shall, with prior notification and provided a member of the  
14 Personnel Department is available to be present, have the right to inspect all contents of their complete  
15 personnel file kept within the District including letters of recommendation or commendation. Upon request,  
16 a copy of any documents contained therein shall be afforded the employee. The District may require  
17 compensation for the cost of such copies.  
18

19 **Section 19.2.** If personnel files are maintained anywhere in the District except by the Personnel Office, the  
20 Payroll Office or the employee's immediate supervisor, the employee shall be notified.  
21

22 **Section 19.3.** Anyone at the employee's request may be present during review of the personnel file(s).  
23

24 **Section 19.4.** Any derogatory material which may be used against an employee in such disciplinary action  
25 as reprimand, suspension, or termination of employment for poor job performance must be shown to the  
26 employee within ten (10) employee work days after receipt or composition.  
27

28 **Section 19.5.** No evaluation, correspondence, or other material derogatory to an employee shall be kept or  
29 placed in the personnel file without the employee's knowledge and opportunity to attach his/her own  
30 comments.  
31

32 All material in the personnel file shall be dated. An employee may request derogatory material be deleted  
33 from the personnel file after three (3) years, provided there have been no other incidents/violations of a  
34 similar nature during that period. However, the District is not required to remove such derogatory material if  
35 the District believes it is still relevant. In accordance with WAC 181-88 and RCW 28A.400.301, no  
36 information related to substantiated verbal or physical abuse or sexual misconduct may be removed from any  
37 employee file.  
38

## 39 **ARTICLE XX**

### 40 **LONGEVITY CREDIT AND TRANSFER OF PREVIOUS EXPERIENCE**

41  
42  
43  
44 **Section 20.1.** Any newly hired employee who has within the past one (1) year been employed in an  
45 occupation directly related to the District position for which he or she is hired shall be granted longevity  
46 credit in the IAEOP bargaining unit in accordance with this Article and applicable provisions of  
47 RCW 28A.400.300.  
48

1 **Section 20.1.1.** A newly hired employee may be granted one (1) year longevity credit for each two (2) years  
2 of applicable prior work experience; provided, however, that such longevity credit shall not exceed Step 2.  
3 The provisions of Section 20.1.3. and the applicable provisions of RCW 28A.400.300 shall govern with  
4 regard to transfer employees.

5  
6 **Section 20.1.2.** An employee recalled from layoff status shall be granted the longevity credit held at the  
7 time of layoff, or advanced if such advancement would have been appropriate notwithstanding the layoff.  
8

9 **Section 20.1.3.** An employee transferring within one (1) year of prior employment in any common school  
10 district in the State of Washington shall receive longevity credit according to law.

11  
12 **Section 20.2.** At the time of hire, the District shall evaluate prior work experience to determine eligibility  
13 for longevity credit, and the employee and the Association shall be advised of the determination.

14  
15 **Section 20.3.** The longevity credit so transferred or granted shall be applicable to all benefits herein  
16 including Schedule A, except the seniority provisions; provided, however, that recalled employees shall  
17 retain seniority credit according to Article X of this Agreement.

18  
19 **Section 20.4.** In the event that the IAEOP bargaining unit has a different system for computing salary  
20 schedule placement, leave benefits, vacation benefits, and other longevity benefits than does a transferring  
21 school district, a transferring employee shall be granted the same longevity benefits as an employee in the  
22 IAEOP bargaining unit who has similar occupational status and years of service.

23  
24 **Section 20.5.** Longevity is defined as credit for years of service for purposes of salary schedule placement  
25 and benefits. Seniority is defined as credit for years of service as provided in Article X of this Agreement.  
26

## 27 28 **ARTICLE XXI**

### 29 30 **EVALUATION**

31  
32 **Section 21.1.** When the employee is first hired or before September 30 of each year, the employee's  
33 immediate supervisor will meet with the employee to review job responsibilities within the job description.  
34

35 **Section 21.2.** Employees within the bargaining unit shall be formally evaluated at least once annually prior  
36 to May 31st of each year and may be formally evaluated at any time.

37  
38 **Section 21.3.** Unsatisfactory is defined as receiving one or more marks in the Unsatisfactory column on the  
39 annual evaluation form which can be utilized at any time during the work year.

40 If an employee's performance is deemed to be unsatisfactory at any time, the immediate supervisor shall  
41 arrange a conference with the employee to discuss performance concerns and address areas of performance  
42 where the employee will need to improve. Upon request, the employee shall be entitled to have a  
43 representative at the conference. Said conference shall occur within ten (10) days of employee notification.  
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1 The immediate supervisor shall place the employee on a formal performance improvement plan by reducing  
2 to writing specific items of concern. The employee shall be informed of the duration of such plan, the areas  
3 of performance where the employee shall be required to improve, the performance expectations to be  
4 achieved and, if applicable, any district support to be provided to the employee. The immediate supervisor  
5 shall meet periodically with the employee, but at least twice a month, and provide the employee with written  
6 and verbal feedback on his/her performance during any performance improvement plan period.

7  
8 Following the initial notice to the employee of performance concerns and the establishment of a performance  
9 improvement plan, an employee may not be terminated for poor job performance unless the employee has  
10 been provided with resources where appropriate to successfully complete the plan and verbal and written  
11 feedback to address continuing performance concerns during the improvement plan.

12  
13 At the discretion of the immediate supervisor, if the employee does not successfully meet the expectations  
14 established in the plan, the employee may be subject to having his/her employment terminated. Nothing in  
15 this Article shall be construed to prevent an employee from being discharged or disciplined for misconduct  
16 that is unrelated to the satisfactory performance of assigned duties.

17  
18 At the conclusion of the performance improvement plan, the immediate supervisor will communicate, in  
19 writing, the outcome of the plan and any subsequent action that the immediate supervisor may deem  
20 appropriate.

21  
22 **Section 21.4.** Alleged violations of the evaluation procedures shall be subject to the provisions of the  
23 grievance procedure. The content of the evaluation is not subject to grievance.

24  
25 **Section 21.5. Signatories:**

26  
27 The parties have executed this Agreement this 1<sup>st</sup> day of September, 2010. In witness whereof, the parties  
28 have hereunto set their hands and seal this

29  
30 September 1, 2010  
31 Date

32  
33 ISSAQUAH IAEOP CHAPTER:

34  
35  
36 BY: Patti Dalman  
37 Patti Dalman, Co-President

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39  
40 BY: Amy Wiggins  
41 Amy Wiggins, Co-President

ISSAQUAH SCHOOL DISTRICT #411:

42  
43  
44 BY: Steve Rasmussen  
45 Steve Rasmussen, Superintendent

46  
47  
48 BY: Milton B. Ellis  
Milton B. Ellis, Director of Employee Relations

**SCHEDULE A**  
**ISSAQUAH ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL**  
SEPTEMBER 1, 2010 - AUGUST 31, 2011

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<u>STEP</u>	<u>B *</u>	<u>C</u>	<u>D</u>
1	\$16.57	\$17.58	\$18.55
2	\$16.57	\$17.58	\$18.55
3	\$16.74	\$17.76	\$18.73
4	\$16.93	\$17.96	\$18.89
5	\$17.10	\$18.12	\$19.09
6	\$17.28	\$18.30	\$19.27
7	\$17.47	\$18.49	\$19.44
8	\$17.64	\$18.66	\$19.62
9	\$17.82	\$18.84	\$19.80
10	\$18.01	\$19.02	\$19.97
11	\$18.18	\$19.21	\$20.15
*12	\$18.35	\$19.39	\$20.34

- > .45 - .66 cents per hour for PSP Certificate
- >.25 cents per hour begin 12 year longevity credit
- > .50 cents per hour begin 16 year longevity credit
- > .75 cents per hour begin 20 year longevity credit

Substitute rates – Step 1 for each level.

\*Effective September 1, 2010 and for the duration of the contract, Step 12 will be restored and Column A will be eliminated from the Salary Schedule.

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**SCHEDULE B**  
**ISSAQUAH SCHOOL DISTRICT**  
**ISSAQUAH ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL**

SEPTEMBER 1, 2010 - AUGUST 31, 2013

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**GROUP B**

Assistant Principal's Secretary – High School  
Receptionist – Administration Building  
Receptionist – School  
Support Secretary – Attendance  
Support Secretary – Counseling/Data Processing – High School  
Support Secretary – Department/Program  
Support Secretary – Food Service  
Support Secretary - Facilities/Athletics/Activities

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**GROUP C**

Accounting Technician	Secretary – Echo Glen
Accounts Payable Technician	Secretary – Elementary
Accounts Receivable Technician	Secretary – Special Services
Bookkeeper – ASB	Secretary to Director of Purchasing
Bookkeeper – High School	Transportation Payroll Technician
Bookkeeper – Middle School	Secretary – Teaching & Learning
Secretary – Substitute Services	Payroll Technician
Secretary to the Coordinator of School Age Care	Secretary - Transportation
Secretary to Director of Research & Assessment	Secretary – Personnel/Mailroom/Fingerprints
Secretary to Director of Transportation	Secretary – School Age Care
Special Services Records/Compliance Secretary	
Secretary – Registrar Middle School	
Secretary – Registrar High School	

**GROUP D**

Benefits Specialist  
Director of Capitol Projects - Secretary  
Director of Career & Tech Ed - Secretary  
Director of Facilities – Secretary  
Facility Use Scheduler  
Food Services Specialist  
Principal's Secretary – Community High School  
Principal's Secretary – Echo Glen  
Principal's Secretary – Elementary  
Principal's Secretary – High School  
Principal's Secretary – Middle School  
Special Services Fiscal Specialist

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**SCHEDULE C**  
**ISSAQUAH SCHOOL DISTRICT**  
**ISSAQUAH ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL**  
**SEPTEMBER 1, 2010 – AUGUST 31, 2013**

**9 Month Secretary (198)**

Support Secretary – Food Services

**10 Month Secretary (222)**

Food Service Specialist

Receptionist – Middle School

Secretary – School Age Care

Secretary to the Coord School Age Care

Support Secretary – Attendance – HS

Support Secretary – Technology

Special Services Records/Compliance Sec

**10 Month Secretary - Elementary (227)**

Principals Secretary

Secretary – Elementary

Secretary – Substitute Services

**10 Month Secretary – MS (224)**

Bookkeeper

Secretary – Registrar – MS

Support Secretary – Attendance

Support Secretary –Department/Program

**10 Month Secretary – HS (225)**

Assistant Principals Secretary

Bookkeeper - ASB

Bookkeeper

Office Assistant

Receptionist – HS

Secretary – Registrar - HS

Support Secretary – Counseling/Data Processor

Support Secretary – Facilities/Athl/Activities

**11 Month Secretary (245)**

Principals Secretary – HS

Principals Secretary – MS

Principals Secretary – TM

Support Secretary – Counseling/Data Processor

Support Secretary – Personnel

ASB – Bookkeeper – Skyline

**12 Month Secretary (260)**

Accounting Technician

Accounts Payable Technician

Accounts Receivable Technician

Benefits Specialist

Director of Capital Projects – Secretary

Director of Career & Tech Ed - Secretary

Director of Facilities - Secretary

Facility Use Specialist

Payroll Technician

Principals Secretary – Echo Glen

Receptionist - Administration

Secretary – Echo Glen

Secretary – Personnel/Mailroom/Fingerprints

Secretary – Special Services

Secretary – Teaching & Learning

Secretary - Transportation

Secretary to the Director of Purchasing

Secretary to the Director of Research & Assessment

Secretary to the Director of Special Services

Secretary to the Director of Transportation

Special Services Fiscal Specialist

Special Services Records/Compliance Secretary

Transportation Payroll Technician

## Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF ISSAQUAH ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL AND THE ISSAQUAH SCHOOL DISTRICT.

1  
2 On May 25, 2010, following the vote of Issaquah Association of Educational Office Personnel (IAEOP)  
3 membership, it was determined that the required percentage of those voting favored the adoption of the  
4 VEBA program. Therefore, the following agreement between the Issaquah School District and the IAEOP is  
5 made pursuant to the adoption of this program.  
6

7 Effective for all IAEOP members retiring on or after September 1, 2010, during the term of this agreement,  
8 and pursuant to RCW 28A.400.210(3), any remuneration for unused leave for illness or injury otherwise  
9 payable to said members at the time of their retirement shall be used to provide reimbursement to said  
10 members for their medical expenses. The group shall hold the District harmless and each member shall sign  
11 an agreement with the District holding the District harmless, should the United States government find that  
12 the District or the member is in debt to the program or as result of the District not withholding or deducting  
13 any tax, assessment, or payment on such funds as required by federal law. IAEOP shall elect the plan or  
14 plans to provide reimbursement to retired members hereunder, and the District shall have no responsibility or  
15 liability for such selection. The District makes no representations or warranties, and it shall have no  
16 responsibility or liability, with respect to the tax consequences of any such plan or with respect to the ability  
17 of any plan sponsor or insurer to make payments due from it under the plan or to fulfill any of its other  
18 obligations under the plan.  
19

20 The District understands, and IAEOP acknowledges, that IAEOP has elected that only the VEBA Retirement  
21 Sick Leave Conversion Benefit is to be used for this medical expense reimbursement program.  
22

23 The term of the agreement shall be from September 1, 2010 to August 31, 2011, unless otherwise extended  
24 as provided by IAEOP Procedures.  
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26  
27 ISSAQUAH IAEOP CHAPTER

ISSAQUAH SCHOOL DISTRICT #411

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30 BY: Patti Dalman  
31 Patti Dalman, Co-President  
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BY: Kathy Miyauchi  
34 Kathy Miyauchi, Executive Director of  
35 Personnel Services  
36

37 BY: Amy Wiggins  
38 Amy Wiggins, Co-President  
39

BY: Milton B. Ellis  
40 Milton B. Ellis, Director of Employee Relations  
41

DATE: September 1, 2010

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