COLLECTIVE BARGAINING AGREEMENT BETWEEN

ISSAQUAH SCHOOL DISTRICT

AND

ISSAQUAH ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL

SEPTEMBER 1, 2017 - AUGUST 31, 2021

Public School Employees of Washington/SEIU Local 1948
P O Box 798
Auburn, WA 98071
866.820.5652
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PREAMBLE

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:

ARTICLE 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 Executive Director of Human Resources 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 Human Resources 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 1.4.2. 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).

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

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

ARTICLE II
MANAGEMENT RIGHTS

Section 2.1.
The Union recognizes the District’s inherent and traditional right to manage its business as has been its practice in the past.

Except to the extent specifically abridged by the express terms of this Agreement, the Union recognizes the right of the District to hire, transfer, promote, demote, assign, and retain employees and to discipline, suspend, or discharge employees for just cause and to maintain the discipline and efficiency of its employees; the right of layoff, the right to establish, change and direct the methods and processes of doing work, to introduce new and improved work methods or equipment, and to contract out work if in the opinion of management such services are required due to special qualifications or emergency conditions; the right to determine the starting and quitting times and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.
The exercise of the District’s rights stated herein is an exclusive function of management. However, the exercise of these rights by the District also includes the responsibility of the District to provide an explanation to employees of changes in procedures and causes of disciplinary action.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.
It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2.
Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

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

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

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

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

Section 3.7. Orientation.

Section 3.7.1.
Orientation for new employees shall include the applicable job description, a copy of this Agreement, IAEOP bylaws, a copy of the school calendar, details regarding hours and location
of job assignment, relevant personnel benefits, and payroll information. The Employer will communicate to the chapter president(s) via email when any new employee has been hired.

Section 3.7.2.
It shall remain the new employee's responsibility to contact the Human Resources Department within the first thirty (30) calendar days of employment to arrange for retirement plan enrollment, medical insurance enrollment, optional payroll deduction plans, and any related items.

Section 3.8.
The District is committed to providing a safe and healthy working environment for staff.

Section 3.9. Notice of Continued Employment.
By June 25, the Human Resources Department will send to each employee a notice stating whether or not she/he will be employed by the District during the next school year. Each employee will respond to that notice by indicating in writing whether she/he plans to return to work. This provision does not apply to twelve (12) month employees.

ARTICLE IV
RIGHTS OF THE ASSOCIATION

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

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

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

Section 4.4.
On or before the first day of October of each year during the term of this Agreement, the District shall provide the Association with information regarding each employee in the bargaining unit, to include: Name, address, position, hire date, seniority list and such list shall be updated twice each year (October 1st and May 15th). The seniority list shall be posted on the District’s intranet. This information may be provided on any form which is convenient for the District, and shall be supplemented and revised monthly as changes occur.

2017 – 2021 Collective Bargaining Agreement
Issaquah Association of Educational Office Personnel/Issaquah School District #411

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September 1, 2017
Section 4.5.
Representatives of the Association, upon making their presence known to the District, shall have access to the District premises during business hours, provided, that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work.

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

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

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

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

Section 4.8.
Prior to implementing the work year calendar, the employer shall provide the IAEOP copies by June 15. The District shall provide copies to individuals prior to September 1.

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 (3) members of the Association and up to three (3) 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 (4)-day, ten (10)-hour per day workweek for any portion of the work year, the provisions
of Section 7.1 concerning "standard workweek" shall not apply.
Section 7.1.2. Summer Work.

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

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

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

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

Section 7.1.2.1.

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

Section 7.1.3. Job Sharing.

Each job sharing shall be for a fixed period of time. The terms of each job sharing shall be reduced to writing after the Supervisor/Program Manager, Human Resources Department, and the Association agree with the terms. Effective September 1, 2007, health benefits allocated to a job sharing position pursuant to Section 12.1 shall not exceed one (1) FTE.

Section 7.2.

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

Section 7.3.

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

Section 7.3.1.

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

Section 7.4.

A fifteen (15) minute paid rest period shall be provided during each consecutive four (4) hours of work for a maximum of two (2) rest periods per day.
Section 7.5.
Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor.

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

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

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

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

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

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

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

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

Section 7.12. Emergency Closure.
Employees shall not be required to work in extreme conditions after the safety of students has been established and the District is no longer responsible for the students well being. If an employee's work station is closed or seriously impaired after the period of initial emergency, the District may elect to provide a reasonable alternative means that will allow employees to carry out required duties and responsibilities. Alternatives which require the payment of overtime will be utilized only if such overtime is considered to be essential by the District. If time is lost, employees may elect to use any available paid leave to avoid loss of time. Employees may also elect to use unpaid leave or schedule make-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 (2) 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 (10) and eleven (11) 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 Human Resources Director shall determine the schedule.

**Definition of Work Year for Secretaries:**

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<td>9 Month</td>
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<td>10 Month</td>
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<td>10 Month MS</td>
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<td>4-14 years</td>
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**HOLIDAYS**

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<td>Labor Day</td>
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<td>Thanksgiving Day</td>
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<td>Day after Thanksgiving</td>
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*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 (1) 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.

**Section 9.1. Sick Leave.**

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

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

The District may require the employee to provide a licensed medical practitioner’s signed statement to validate an absence if there is a need to determine fitness for duty and/or the employer can demonstrate reasonable suspicion of leave abuse.

**Section 9.1.1.1.**
The District shall continue to provide the attendance incentive plan (VEBA) developed by the State for the duration of this Agreement.
Section 9.1.1.2.
Upon application therefore, the District shall grant disability leave that is the direct result of pregnancy, up to thirty (30) work days. Employees granted disability leave may, at their option, be allowed compensation for disability leave in accordance with Section 9.1.1., above. If the individual circumstances result in a longer or shorter period of disability, the attending physician shall determine the duration of such period. Before returning to work, the employee must be certified by her physician as ready and able to return to work. Either the employee or the District may make the request for the physician to make such a determination.

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

Section 9.2. Bereavement Leave.
Absence due to death or near the time of death in the immediate family shall be granted with full pay for up to five (5) days. Immediate family shall be defined as the following family relationships to both the employee and spouse: (1) Father and Mother, (2) Spouse, (3) Children, (4) Siblings, (5) Grandparents, (6) Grandchildren, (7) Aunts and Uncles, (8) Nephew or Niece, (9) step children, (10) step parents, (11) any relative or significant other residing in the employee's household. Bereavement leave granted in the above circumstances is not deducted from sick leave, and shall not exceed twenty (20) days per fiscal year (September 1 - August 31).

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

Section 9.3. Personal Leave.
Absences may be granted without pay at the discretion of the Executive Director of Human Resources on a day-to-day basis for personal reasons for purposes not covered by other provisions in this Agreement.

Section 9.3.1.
All employees covered by this Agreement shall be entitled to two (2) days of paid personal leave per school year or three (3) days for less than twelve (12) month employees with five (5) years of employment or more, and may accumulate unused days to a total of ten (10) days. Leave without pay to extend breaks, vacations or holidays may be approved. In the event that a substitute can be provided, the leave without pay will be converted to a paid personal leave and deducted from the employee's accumulated personal leave balance. Such leave may be used for bereavement not covered by Section 9.2. If a substitute is required, a request for leave may be denied if the demand for qualified substitutes exceeds the number available. If the need for personal leave can be anticipated, it shall be scheduled with the employee's supervisor at least one (1) week in advance.

Section 9.3.2.
Employees who have accumulated at least five (5) personal leave days at the end of the school/contract year will be able to cash out two (2) days of personal leave per year at the current hourly rate of the position's category on the salary schedule.
Section 9.4. Family/Medical Leave.


Secretaries are entitled to a total of twelve (12) workweeks of family and medical leave during any fiscal year (September 1 – August 31). To be eligible for consideration, an employee must have worked within the District for at least one (1) year prior and for 1,250 hours over the previous twelve (12) months.

Section 9.4.1.

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

Section 9.4.2.

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

Section 9.4.3.

Upon returning from Family and Medical Leave, the employee shall be entitled to be restored to the same position that the employee held when the leave started.

Section 9.4.4.

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

Section 9.5. Judicial Leave.

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

Section 9.6. Leave Of Absence.

Section 9.6.1.

Upon notice to the immediate supervisor, and upon authorization of the Executive Director of Human Resources and approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed a time period ending July 31 of the contract year in which the Board approval occurred. However, if such leave is granted due to extended illness, one (1) additional school year may be recommended to and approved by the Board of Directors. An employee who requests a leave of absence in order to pursue another position within the bargaining unit will be allowed only if such leave occurs for one (1) year – from August 1
through July 31. The employee requesting such leave will be required to apply, interview, and be offered the position. If the employee accepts the position, the employee will have to remain in such position for the duration of the leave – August 1 through July 31. That employee’s position will be filled by a leave replacement for the duration of the leave period. Once the leave term has concluded, the employee will be allowed to return to his/her position.

An employee who decides to return early from a leave of absence, except for those employees who took a leave of absence in order to accept a position within the bargaining unit for one (1) year, will only be allowed to return to his/her original position if the position is being filled by a leave replacement. The employee returning from leave will notify the District at least forty-five (45) work days prior to their anticipated return date.

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

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

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

**ARTICLE X**

**PROBATION, SENIORITY AND LAYOFF PROCEDURES**

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

**Section 10.2. Probation (New Employees).**
Newly hired employees shall complete a ninety (90) work day probationary period upon reporting for duty. The probationary period shall be extended one (1) day for each day the employee is absent for an excused absence.
Section 10.2.1.
Any concerns regarding an employee’s performance will be shared with the employee by the supervisor at the time they are identified.

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

Section 10.2.3.
Probationary employees may be terminated from employment without cause.

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

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

A. Resignation;
B. Discharge for justifiable cause; or
C. Retirement.

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

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

Section 10.6.
The employee with the earliest hire date shall have preferential rights regarding shift selection. The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the Association its reasons why the senior employee or employees have been bypassed, if requested. The District also reserves the right to open any vacant position to the public for application under the standards of fair employment practices, and select the person with the best qualifications for the job.
Section 10.7.
Those employees who are designated to be laid off shall receive a lay off slip containing the following information at least thirty (30) days prior to layoff:

A. Name, position, date of hire by years, months and days;

B. Reason(s) for layoff:

C. Benefits for which the employee may be eligible (vacation pay, pay, unemployment compensation information);

D. Copy of seniority list;

E. Return slip for the employee to provide District with updated address and telephone number; and

F. Failure to notify the District of change of address or telephone number shall be reason to be removed from the recall list.

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

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

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

Section 10.8.
Employees who are laid off shall be placed on a recall list based on seniority and recalled in the reverse order of layoff for those positions for which they are qualified. An employee who was laid off cannot be recalled to a higher Group level than which the employee held at the time of layoff. Employees on layoff shall remain on the recall list for no more than two (2) years from the date of the layoff.

Section 10.8.1.
Employees shall be notified in writing or by telephone that a vacancy may be available. Those employees who reject an offer of employment which at least equals the rate of pay held in the last position shall be removed from the recall list. This section shall not preclude an employee from accepting an offer of employment for less salary than that of the employee's last position.
Section 10.8.2.
Employees who are laid off shall retain seniority and retirement benefits in accordance with the rules of the retirement system and shall be paid at the time of layoff.

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

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

ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1
An employee who has received communication from the District or immediate supervisor indicating that he/she could be subject to disciplinary action, upon request, may have a representative present at any investigatory interview the employee reasonably believes may result in discipline. When a request for such representation is made, and a Union representative is not available, any investigative interview will be postponed for a maximum of three (3) workdays to afford an opportunity for a Union representative to be present. When a postponement is requested, employees may be placed on paid administrative leave until the investigative interview occurs.

Section 11.2
All disciplinary action shall be based on just cause, other than employees on probation. Just cause shall be defined as a cause outside legal cause, which must be based on reasonable grounds and there must be a fair and honest cause or reason regulated by good faith. The District shall follow a policy of progressive discipline, which includes a documented verbal warning, and/or written reprimand, and/or suspension, termination. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing. If the employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure.

Section 11.3.
If the District imposes/proposes disciplinary action(s), the employee and his/her building representative and/or local representative will be notified of such in writing. The employee shall be offered a Loudermill hearing within ten (10) working days of the written notification of a proposed suspension or termination and before imposing either. The Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the last step if deemed necessary by either party.
Section 11.4.
Written Reprimands must be sent to the Association within twenty (20) working days of being issued. If requested by the employee and if the District concurs, Written Reprimands will be removed from an employee’s personnel file after twenty-four (24) months from the date of issuance. Written Reprimands shall not be removed from the employee’s personnel file if the District and the employee are involved in a legal pending matter. In accordance with WAC 181-88 and RCW 28A.400.301, no information related to substantiated verbal or physical abuse or sexual misconduct may be removed from any employee file.

Section 11.5.
Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

Section 11.6.
Except in extraordinary cases, and as otherwise provided in this Article, the District will normally give employees two (2) weeks written notice of intention to discharge. Such notice shall include the employee’s eligible benefits, causes for termination, and any appeals process which may be available through this Agreement.

ARTICLE XII
INSURANCE AND RETIREMENT

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

Section 12.1.1.
Unused dollars shall constitute a pool that shall be distributed in equal allotments to each employee with a payroll deduction, up to the amount of the deduction. The distribution shall continue until the pool is exhausted or all premiums are paid in full.

State Registered Domestic Partners will be provided the same benefit pool allocation (Dental, Vision and Medical) as employees with spouses. The employer paid premium associated with the domestic partner coverage will be considered taxable (“imputed”) income to the employee (unless the domestic partner meets the definition of dependent under federal law for health care purposes) in accordance with IRS regulations.

Section 12.1.2.
Insurance benefits shall be enhanced by the basic state-funded amount plus a District paid retiree insurance contribution, i.e. “retiree carve-out” at one hundred percent (100%) of full carve-out for the duration of the contract. Benefit coverage will be automatically renewed each year for the term of this contract unless the Legislature changes the laws governing health benefits.
Section 12.1.3.
Bargaining unit employees shall have access to participate in the Medical Premium Reimbursement Fund. Employees opting to enroll in a lesser cost medical plan shall be able to access the fund when out-of-pocket expenses exceed the savings from opting to enroll in the lesser cost plan.

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

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

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

ARTICLE XIII

VOCATIONAL TRAINING

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

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

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

<table>
<thead>
<tr>
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<td>Advanced II</td>
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2017 – 2021 Collective Bargaining Agreement
Issaquah Association of Educational Office Personnel/Issaquah School District #411
September 1, 2017
Advanced III $0.57
Bachelor's $0.60
Master's $0.63
Doctorate $0.66

The District and the Association agree that an annual amount of $2,500 will be allocated each year on September 1, to be used for training and/or certification. Funds of up to $2,500.00 not expended by August 31 will be carried over to the following year, to achieve a potential balance of not more than $5,000.00 at the beginning of any school year. Substitute costs will not be paid for out of this fund. The District shall reimburse each employee annually the financial amount of dues to offset the cost of NAEOP and WAEOP professional membership dues required for PSP certification. Members must have paid their dues within the time frame of this Collective Bargaining Agreement in order to be eligible for reimbursement. A completed District purchase order form, along with the attached dues receipts, must be sent to Human Resources between September 1 and March 1, in order to be eligible for reimbursement. In addition the following will apply:

1. All employees in the bargaining unit who acquired a PSP certification prior to September 1, 2011 will be grandfathered and compensated in accordance with Section 13.3 of the Issaquah School District/PSE Issaquah OP (ISD/PSE) contract.

2. Effective September 1, 2011, and thereafter, employees who apply for and receive a PSP certification issued by the National Association of Educational Office Professionals (NAEOP) and submits proof of such valid PSP certification to the Human Resources Department will be compensated pursuant to Section 13.3 of the ISD/PSE contract.

3. In accordance with NAEOP standards, those employees identified in item 2, above, will be required to recertify every five (5) years in order to keep his/her certification valid. To qualify for recertification, an employee must have maintained continuous membership in NAEOP and have accrued sixty (60) hours of approved continuing education, such as adult education, in-service training, CEU’s or formal college classes.

4. Employees identified in item 2, above, who elect not to recertify in accordance with the requirements of NAEOP as noted in item 3, above, and therefore allow his/her certification to expire will not be eligible for compensation pursuant to Section 13.3 of the contract.

Section 13.4.
Members are encouraged to submit certificates of completion to Human Resources for inclusion in their personnel file.

ARTICLE XIV
ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1.
Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing shall, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.
Section 14.2.
All employees subject to this Agreement shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the hire date. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement.

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

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

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

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

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

Section 14.7.1. Hold Harmless.
The Union will indemnify, defend, and hold the District harmless against any claims made, and any suit instituted against the District on account of any checkoff of Union dues pursuant to Section 14.7.3. or requirement that employees pay membership or representation fees to the Union or a charitable organization as a condition of employment (Section 14.1.) or voluntary political contributions.
Section 14.7.2. Hold Harmless.
The Association will indemnify, defend and hold the District harmless against any claims, suits, orders and/or judgments against the District on account of any checkoff of Association dues or voluntary political contributions.

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

ARTICLE XV
GRIEVANCE PROCEDURE

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

Section 15.2. Grievance Steps.

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

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

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

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

Section 15.2.3.
STEP TWO (2): If no settlement has been reached within the fifteen (15) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) District business days to the District Superintendent or the Superintendent’s designee. After such submission, the parties will have fifteen (15) District business days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 15.2.4.
STEP THREE (3): If a satisfactory solution is not reached within fifteen (15) business days after the individual or the Association representatives have met with the District Superintendent or the Superintendent’s designee, the Association may request an arbitrator be called upon to decide whether there has been a violation, misinterpretation, or misapplication of any of the terms of this agreement.

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

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

The arbitrator shall render the decision in writing no later than thirty (30) business days after the conclusion of the hearings or, if oral hearings are waived, then thirty (30) business days from the date statements and proofs were submitted to the arbitrator.

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

a. The arbitrator shall not have the power to add to, subtract from, disregard, alter or modify any of the terms of this agreement or other Board policy.

b. The arbitrator’s power shall be limited to deciding whether there has been a violation, misinterpretation, or misapplication of any of the terms of this agreement or of District Regulation. In case of any action which the arbitrator finds improper or excessive, such action may be set aside, reduced, or otherwise changed by the arbitrator. The arbitrator may award back pay to compensate the employee, wholly or partially, for any salary lost.

The fees of the arbitrator, the cost of transportation, and other necessary general costs shall be shared equally by the District and the Association. All other costs will be borne by the party incurring them.
Section 15.3.
The employer shall not discriminate against any individual employee or the Association for taking action under this Article.

ARTICLE XVI
TRANSFERS, PROMOTIONS, OPENINGS, ASSIGNMENTS

Section 16.1. Notification of Openings.

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

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

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

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

1. Open position or in-district posting of five (5) days, and only one (1) bargaining unit member applies: The District has the authority to assign that bargaining unit member to the vacant position.

2. Open position or in-district posting of five (5) days, and two (2) or more bargaining unit members apply: The District will utilize the provisions of Section 10.6.

3. Exchange of positions WITHIN THE SAME SALARY CLASSIFICATION when no open position exists:
a. The District may elect to reassign two (2) or more bargaining unit members to mutually agreeable positions; or

b. Two (2) or more bargaining unit members may initiate an exchange of positions, subject to approval of their immediate supervisors and the Director of Human Resources; AND

c. The Association is advised of the pending personnel action.

4. District initiated transfer is limited to the following conditions:

   a. Significant decline in student enrollment; or

   b. Significant changes in attendance area; or

   c. Significant funding losses, significant budgetary changes affecting buildings or departments, or significant administrative reorganization; or

   d. Closing of schools or worksites; or

   e. Adjusting for staff returning from leave of absence, as provided in Article IX of this Agreement; or

   f. Placing employees where they are most likely to succeed; or

   g. Subject to good faith consultation with the Association, with the mutual understanding between the parties that the District will not act in an arbitrary and capricious manner; or

   h. Prior to any District initiated transfer, the District will provide the Association with written notification at least thirty (30) business days prior to the transfer; or

   i. Any transfer in lieu of a reduction-in force shall be subject to mutual agreement between the District and the Association.

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 Human Resources, 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 2017-2018, 2018-2019, 2019-2020 and 2020-2021 to all bargaining unit members. Effective September 1, 2017, employees shall receive a five-percent (5%) increase above COLA for 2017-2018. Effective September 1, 2018, employees shall receive a two and one-half-percent (2.5%) increase above COLA for 2018-2019. Effective September 1, 2019, employees shall receive a two and one-half percent (2.50%) increase above COLA. Effective September 1, 2020, employees shall receive a three percent (3.00%) increase above COLA. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date or as negotiated at the time of agreement.

Section 17.2.2.
Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement if possible, and in any case not later than the second regular 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.
Section 17.4. Employees required to remain overnight on District business shall be reimbursed for room and board expenditures as approved by the District.

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

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

Section 17.6. Longevity Pay. Employees beginning their twelfth (12th) year of service with the District shall receive an additional $0.25¢ per hour. Effective 2007-2008 and for the duration of the contract, employees beginning their sixteenth (16th) year of service with the District shall receive an additional $0.25¢ per hour for a total of $0.50¢ per hour and employees beginning their twentieth (20th) year of service with the District shall receive an additional $0.25¢ per hour for a total of $0.75¢ per hour. This amount will become effective on the employee’s anniversary date with the District.

Section 17.7. Replacement of Personal Property. September 1 of each year, the District will establish a $1,200.00 fund to assist bargaining unit members in the replacement of personal property damaged or destroyed while performing responsibilities directly related to their positions, not otherwise covered by health insurance or Labor and Industries.

Section 17.8. Correction of Pay Errors. Underpayments: In the event of payroll errors which have resulted in underpayment(s) to employees, the district shall make timely correction(s). The employee and the district shall agree on when payment shall be made to the employee.

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

ARTICLE XVIII
TERM AND SEPARABILITY OF PROVISIONS

Section 18.1. The term of this Agreement shall be September 1, 2017 through August 31, 2021.

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.

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

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

ARTICLE XIX
PERSONNEL FILES

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

Section 19.2.
If personnel files are maintained anywhere in the District except by the Human Resources Department, the Payroll Office or the employee’s immediate supervisor, the employee shall be notified.

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

Section 19.4.
Any derogatory material which may be used against an employee in such disciplinary action as reprimand, suspension, or termination of employment must be made known to the employee within ten (10) employee work days after receipt or composition.
Section 19.5.
No evaluation, correspondence, or other material derogatory to an employee shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own comments.

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

ARTICLE XX
LONGEVITY CREDIT AND TRANSFER OF PREVIOUS EXPERIENCE

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

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

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

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

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

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

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

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

ARTICLE XXI

EVALUATION

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

Section 21.2.
Employees within the bargaining unit shall be formally evaluated at least once annually prior to May
31st of each year and may be formally evaluated at any time. Said conference shall occur by mutual
agreement, but not later than May 31st.

Section 21.3.

Unsatisfactory is defined as receiving one or more marks in the Unsatisfactory (1) column on the
Summative Evaluation Rating or annual evaluation form which can be utilized at any time during the
work year. If an employee's performance is deemed to be unsatisfactory at any time, the immediate
supervisor shall arrange a conference with the employee to discuss performance concerns and address
areas of performance where the employee will need to improve. Upon request, the employee shall be
entitled to have a representative at the conference. Said conference shall occur within ten (10) days of
employee notification.

The immediate supervisor may place the employee on a performance improvement plan by reducing to
writing specific items of concern. The employee shall be informed of the duration of such plan, the
areas of performance where the employee shall be required to improve, the performance expectations
to be achieved and, if applicable, any district support to be provided to the employee. The immediate
supervisor shall meet periodically with the employee, but at least twice a month, and provide the
employee with written and verbal feedback on his/her performance during any performance
improvement plan period.

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

At the discretion of the immediate supervisor, if the employee does not successfully meet the
expectations established in the plan, the employee may be subject to having his/her employment
terminated. Nothing in this Article shall be construed to prevent an employee from being discharged or
disciplined for misconduct that is unrelated to the satisfactory performance of assigned duties.
At the conclusion of the performance improvement plan, the immediate supervisor will communicate, in writing, the outcome of the plan and any subsequent action that the immediate supervisor may deem appropriate.

Section 21.4.
Alleged violations of the evaluation procedures shall be subject to the provisions of the grievance procedure. The content of the evaluation is not subject to grievance.
SIGNATURE PAGE

Section 21.5. Signatories:

The parties have executed this Agreement this 1st day of September, 2017. In witness whereof, the parties have hereunto set their hands and seal this 9/1/17 (Date)

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948

ISSAQUAH IAEOP CHAPTER:  

BY: Hollie Caley, PSE Co-President

DATE: 9/5/17

ISSAQUAH SCHOOL DISTRICT #411:

BY: Ron Thiele, Superintendent

DATE: 9/1/2017

BY: Lisa Hechtman, Executive Director of Human Resources

DATE: 9/1/17

2017 – 2021 Collective Bargaining Agreement  
Issaquah Association of Educational Office Personnel/Issaquah School District #411  
September 1, 2017
# SCHEDULE A

**ISSAQUAH ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL**

**SEPTEMBER 1, 2017 - AUGUST 31, 2018**

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>.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.
SCHEDULE B
ISSAQUAH SCHOOL DISTRICT
ISSAQUAH ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL

SEPTEMBER 1, 2017 - AUGUST 31, 2021

GROUP B
Receptionist – Administration Building
Receptionist – School
Support Secretary – Assistant Principal
Support Secretary – Attendance
Support Secretary – Counseling/Data Processing
Support Secretary – Department/Program
Support Secretary – Facilities/Athletics/Activities

GROUP C
Accounting Technician
Accounts Payable Technician
Accounts Receivable Technician
Bookkeeper – ASB
Bookkeeper – High School
Bookkeeper – Middle School
Payroll Technician
Secretary – Capitol Projects
Secretary – Echo Glen
Secretary – Elementary
Secretary – Facilities
Secretary – Fixed Assets
Secretary – Records & Compliance
Secretary – Registrar Middle School
Secretary – Registrar High School
Secretary – Registrar Online Learning
Secretary – HR/Mailroom/Fingerprints
Secretary – School Age Care
Secretary – Special Services
Secretary – Student Records
Secretary – Substitute Services
Secretary – Teaching & Learning
Secretary - Transportation
Secretary to Director of BASC
Secretary to Director of Purchasing
Secretary to Director of Research & Assessment
Secretary to Director of Transportation
Transportation Payroll Technician

GROUP D
Compliance Secretary
Director of Capitol Projects - Secretary
Director of Career & Tech Ed – Secretary
Director of Student Interventions – Secretary
Director of Elem Special Programs - Secretary
Facility Use Specialist
Food Services Specialist
Principal’s Secretary – Echo Glen
Principal’s Secretary – Gibson Ek
Principal’s Secretary – Elementary
Principal’s Secretary – High School
Principal’s Secretary – Middle School
Special Services – Secretary
MEMORANDUM OF UNDERSTANDING
Between the
Issaquah School District
And
Issaquah Association of Educational Office Personnel
(Public School Employees of Washington/SEIU Local 1948)

The following memorandum of understanding is made and entered into between the Issaquah School District and the Issaquah Association of Educational Office Personnel concerning the new employee mentoring pilot.

The parties agree as follows:

• New Employee Mentoring Program Pilot
  o Purpose
    o The purpose is to assist in the development and orientation of new office personnel by providing them time with an experienced staff member who can guide and mentor them through the process of learning the operation of schools, district procedures and effective office management techniques.

• Selection of Mentors
  o Mentors shall be recruited from among experienced office personnel. When new staff is hired, a mentor or mentors shall be selected by the Human Resources Department.

• Role of Mentors
  o Up to twenty-four (24) hours will be allowed for the purpose of supporting the new employee in their job. The time will be used to demonstrate or discuss procedures and processes, answer questions and provide referral resources.

• Compensation
  o In consideration of the additional effort, the mentor shall be paid a stipend of $600. In the event that more than one person is designated as mentor, the stipend can be divided. It is expected that mentoring activities shall accrue during the mentor’s and new employee’s work day.

• This Memorandum of Understanding will be non-precedent setting and shall expire on August 31, 2018.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU 1948

ISSAQUAH AEOP CHAPTER

BY: Hollie Caley, Co-Chapter President

BY: Bethany McCaffrey, Co-Chapter President

DATE: 9.5.17

ISSAQUAH SCHOOL DISTRICT #411

BY: Chris Burton, Director of Employee Relations

DATE: September 1, 2017

Memorandum of Understanding
Issaquah Association of Educational Office Personnel
Issaquah School District #411