

**Collective Bargaining Agreement**

**between**

**Snoqualmie Valley School District No. 410**

**and**

**Administrative Secretaries Association**

**2013-2017**

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## PREAMBLE

Both parties enter into this Agreement mutually agreeing that their objective is to work for the good and welfare of the students and the community which supports their services. To this end, the parties have reached understandings and concluded this Agreement on compensation and benefits, working conditions, and ways by which differences may be discussed and resolved in a constructive and positive manner.

## ARTICLE I - RECOGNITION AND AGREEMENTS

### Section 1.1 - Parties to Agreement

- 1.1.1 This Agreement is entered into by and between the Snoqualmie Valley School District No. 410, hereinafter called the "District", and the Snoqualmie Valley Administrative Secretaries Association of School District No. 410, hereinafter called the "Association", affiliated with the Washington Education Association and the National Education Association.
- 1.1.2 The District will prepare this Agreement; the Association is responsible for distributing this Agreement to the members of the bargaining unit.

### Section 1.2 - Recognition

- 1.2.1 The District recognizes the Association to be responsible for representing all employees in the bargaining unit and to be the sole and exclusive bargaining agent for all regular classified employees hired to fill the position of office-clerical\*
- 1.2.2 An employee who is employed for thirty (30) or more days in a twelve-month period ending in the current or immediately preceding work year, and who continues to be available for work in the position of office-clerical, is a regular employee and is covered by this Agreement as provided in Article III Section A - Definition of Employees.
- 1.2.3 Excluded from the bargaining unit are the office-clerical positions of:  
Secretary to the Superintendent,  
Secretary to the Assistant Superintendent  
Secretary to the Business Manager,  
Administrative Secretary/Personnel,  
Payroll Officer, and  
Accountant

Excluded from the bargaining unit are confidential employees and casual employees and all other District employees.

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- The following office-clerical positions will be included in the bargaining unit when either an incumbent employee elects to be represented by the Association or the position is vacated by the incumbent employee:

Administrative Secretary Student Services

- 1.2.4 If an employee is not currently represented by a bargaining unit, he/she may be included in the SVASA for representation if mutual agreement between the District and the Association can be reached.
- 1.2.5 Questions concerning representation may be submitted to PERC.

### Section 1.3 - Application of Agreement

- 1.3.1 If any provision of this Agreement is or shall at any time become contrary to law, then such provision shall not be applicable, performed or enforced, except to the extent permitted by law and any substitute action shall be subject to prompt negotiations.
- 1.3.2 This Agreement will supersede any policy, rule, or regulation of the District that is in express conflict with this Agreement.
- 1.3.3 In the event that any provision of this Agreement is or shall at any time become contrary to law, all other provisions of this Agreement shall continue in effect.
- 1.3.4 The Association agrees that during the term of this Agreement, the Association and its members, as individuals or as a group, will not initiate, cause, or participate in any strike, work stoppage, slow down, picketing, or any other restriction of work against the District, and will discourage any such activity. The District agrees it will not lock out employees covered by this Agreement.

### Section 1.4 - Term of Agreement

This Agreement shall become effective following final signing by the parties and shall remain in full force and in effect through the 31st day of August, 2017, and constitute the entire agreement between the parties, concluding collective bargaining for its term. At least sixty (60) days prior to the expiration of the Agreement, either party may request in writing that a conference be held between the authorized negotiating representatives of both parties for the purpose of arranging procedures for negotiating a succeeding agreement.

### Section 1.5 - Renegotiation of Agreement

This Agreement may be reopened at any time during its effective term by mutual consent of both parties. All requests for renegotiations or conferences shall be in writing with specified items proposed for consideration.

## **ARTICLE II - RIGHTS AND RESPONSIBILITIES**

### Section 2.1 - Grievance Procedures

- 2.1.1 The purpose of this section is to provide procedures for the orderly and expeditious adjustment of grievances.
- 2.1.2 For purposes of definition, "Grievant" means any employee having a grievance. "Grievance" means a claim by a grievant that this Agreement has been violated, misinterpreted, or misapplied. "Board" means the Snoqualmie Valley School District No. 410 Board of Directors. "Days" means the employee's work days.

2.1.3 Grievances shall be resolved as rapidly as possible. To that end, the number of days in each step shall be considered as maximum and every effort shall be made to expedite the process. The time limits shall be followed unless other time limits are agreed upon by all parties in writing prior to the expiration of the time limits prescribed. The parties may agree to extend the timelines for processing a grievance should a grievant not be available due to vacation, school closures, illness or availability of representation.

2.1.4 The following procedure will be used unless an alternate procedure is agreed upon by the Association and the District.

2.1.4.1 Step One

A grievant shall first present his/her complaint to his/her immediate administrator or supervisor, in a private conference. The grievant and/or administrator may each be accompanied by a second person. Every effort will be made to resolve the complaint at this step in an informal manner. If the complaint is not resolved, the grievant may file a written grievance. The grievance must be filed with the immediate supervisor within fifteen (15) days from the incident on which the grievance is based. The grievance must cite the following:

- a. the section(s) of the Agreement allegedly violated
- b. the remedy sought
- c. a description of the incident on which the grievance is based

The grievance must be signed and dated.

The administrator will respond in writing within five (5) days. If the administrator or supervisor's response is not satisfactory, the grievant may proceed to Step Two within five (5) days of receiving his/her immediate supervisor's decision.

2.1.4.2 Step Two

The employee will submit his/her written grievance to the Superintendent or his/her designee. A meeting to discuss the grievance will be held if either party requests it. The grievant may be accompanied by another person. The Superintendent or his/her designee will respond in writing within ten (10) days after receiving the grievance or meeting with the grievant to discuss the issue. If the employee is not satisfied with the Step Two decision he/she may proceed to Step Three within fifteen (15) days of receiving the Step Two decision.

2.1.4.3 Step Three

The employee will submit his/her grievance in writing to the Chairman of the District's Board of Directors, who will submit it to the Board, or a committee thereof for resolution. A meeting will be held to discuss the matter if requested by either party. The grievant may be accompanied by another person. The Board, or committee thereof, will respond in writing within fifteen (15) days after receiving the grievance or meeting with the employee.

#### 2.1.5 Miscellaneous conditions

- a. when a grievance carries over into a vacation period, the time limits shall consist of all work days except national holidays
- b. the Board, the Administration, and the Employees will cooperate with each other in resolving grievances, and each will make every effort to provide the other with information relative to the grievance
- c. should meetings required to resolve a grievance be held during regular working hours, the employee will be released from his/her duties for that time without any loss of pay or benefits
- d. all documents, communications, and records dealing with a grievance shall be filed separately from the personnel file of the participant
- e. all matters pertaining to specific grievances shall be treated as confidential by both parties, and shall not be disclosed by any participant in the grievance process who is subject to this Agreement
- f. excluded from this grievance procedure shall be matters for which law provides another method of review
- g. failure of a grievant to meet the time lines set forth in any step shall terminate the grievance. Failure of the District to respond within the time lines set forth in any step shall permit the grievant to move the grievance to the next step

#### Section 2.2     Management Rights

The District retains all rights of management except as those rights have been specifically and expressly relinquished in this Agreement.

#### Section 2.3     Association Rights

2.3.1 Neither the District nor the Association will by themselves, or by any of their agents,

- a. interfere with the right of an employee to become a member of the Association
- b. unlawfully discriminate against any employee who chooses to become a member of the Association
- c. coerce any employee into membership in the Association

2.3.2 The Association shall be notified promptly by the District of any grievances over actions taken pursuant to the discharge and grievance procedure articles contained herein. The Association is entitled to have an observer at formal hearings scheduled by District officials arising out of grievances and, if appropriate, to make known the Association's views.

2.3.3 The District shall make available to the Association those Board agendas, which contain changes in employment status of employees covered by this Agreement and upon request, other pertinent data regarding employees in the unit that is normally prepared by the District. The District shall inform the Association president of any new bargaining unit hire filling a regular position within ten (10) days of the date of hire.

- 2.3.4 Association representatives have the right to meet with the Superintendent or the Superintendent's designee on a mutually agreeable basis to discuss matters of concern to either party. Such discussions shall not constitute negotiations nor be subject to the grievance procedure.
- 2.3.5 The Association may use up to five (5) days of leave without loss of pay or benefit per year for Association business. The Association must notify the Superintendent or designee at least five (5) working days before the day of intended leave. The Association will reimburse the District for the wages and benefits of the employee on such leave for each day of leave used.
- 2.3.6 The District will provide the Association with amended or newly developed job descriptions before adopting said descriptions.
- 2.3.7 After December 1, the District will make available the District S- 275.

Section 2.4     Agency Shop

- 2.4.1 Upon written authorization of the employees of the bargaining unit, the District shall deduct from the employee's monthly pay the monthly amount of dues as certified by the Secretary of the Association and shall transmit such dues to the Washington Education Association on a monthly basis.
- 2.4.2 It is agreed that as a condition of employment, all new employees covered by this Agreement shall become members within thirty (30) days of employment or pay a representation fee in an amount equivalent to the dues of the Association. The rights of the non-association of employees based on bona fide religious tenets or teaching of a church or religious body of which such employee(s) is/are a member, are safeguarded in accordance with RCW 41.56.122.
- 2.4.3 The Association shall indemnify the employer and save it harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, any action taken by the District at the request of the Association for the purpose of complying with the Article, provided that the action taken or not taken is in accordance with such request.

Section 2.5     Non-Discrimination

There shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal by a person with a disability.

Section 2.6 - Personnel Records

- 2.6.1 Employees or former employees shall upon request have the right to inspect the contents of their complete District personnel files in the presence of the Superintendent or designee. For those persons whose employment with the District is severed, District

personnel files are retained for seven (7) years from the date of severance. The employee may, at his/her own expense, duplicate any documents contained therein.

- 2.6.2 Employees shall be notified whenever materials critical of the conduct, service, or fitness for a position are placed in their personnel file. Employees shall have the right to attach a signed response or explanation to the critical material.

#### Section 2.7- Other Provisions

- 2.7.1 In the event the District appoints a calendar committee, the Association is entitled to a representative on such committee.
- 2.7.2 Board adopted policies will be sent to each Head Secretary to distribute such policies to members of the Association.

### **ARTICLE III - EMPLOYMENT PROVISIONS**

#### Section 3.1 - Definition of Employees

- 3.1.1 A "regular employee" is defined as:
- a. an annual employee employed for twelve (12) months
  - b. a school term employee employed for less than twelve (12) months.
- 3.1.2. A "long term substitute or temporary employee" is a regular part-time employee hired on a temporary basis with more than ninety (90) days prospective or actual continuous employment. Such employee shall be covered by this Agreement as follows:
- a. a "long term substitute employee" who is replacing an employee on paid leave is not eligible for economic benefits provided in Article IV - Leaves and Vacations and Article V - Salary and Benefits, Section A - Benefits of this Agreement but shall be paid on Step 1 of the salary range in which they are working. A "long term substitute employee" who is replacing an employee on an unpaid leave shall be eligible for the economic benefits provided in this Agreement and shall be paid on Step 1 of the salary range in which they are working
  - b. a "long term temporary employee" is not eligible for economic benefits provided in Article 5.1 - Leaves and Vacations and Article V –Salary and Benefits, Section A - Benefits of this Agreement but shall be paid on Step 1 of the salary range in which they are working
  - c. long-term substitutes and temporary employees are eligible for sick leave as provided by law
  - d. An employee who has served in a long term/substitute position and who receives the permanent position shall convert to regular status employee immediately and seniority shall be retroactive to the first day worked in the position and receive benefits and salary immediately.

- 3.1.3 A "short term substitute or temporary employee" is defined as a regular part-time employee employed for thirty (30) or more days ending in the current or immediately preceding work year who does not meet the requirements of paragraphs 3.1.1 or 3.1.2 above. Such employees shall not be covered by this Agreement except that they shall be paid on Step 1 of the salary range in which they are working.
- 3.1.4 A "casual employee" is defined as a person with less than thirty (30) days prospective or actual employment in a twelve month period ending in the current or immediately preceding work year and shall not be covered by this Agreement.

### Section 3.2 - Conditions of Employment

- 3.2.1 The length of each working day and the number of days worked per school year shall be determined by the District according to the needs of the District and applicable State law. The District will provide employees with assignment information no later than June 30.
- 3.2.2 An employee assigned hours of work in excess of eight (8) hours per day and/or forty (40) hours per week will be compensated at time and one half (1 1/2) the employee's regular hourly rate of pay. The eight (8) hour time and one-half provision will not apply in the following cases:
- a. if the District assigns an employee to work more than eight (8) hours per day on a daily basis provided that the assignment is equal to or less than forty (40) hour per week
  - b. if an employee and the employee's supervisor agree, an employee may work fewer hours on an assigned work day to address personal matters provided that the time is made up on an earlier or later assigned work day on an hour for hour basis within the same week, i.e., "flex time". When said "flex time" would cause an employee to work greater than an eight (8) hour work day, the overtime provision for work in excess of eight (8) hours per day will not apply as provided in Section 3.2.2 above; or if an employee is eligible for compensation pursuant to professional time (Section 3.12.4. Professional Time) the employee will not qualify for overtime if said time is in excess of the employee's regular, eight (8) hour day.
- 3.2.3 Any employee who is called back by the supervisor to report for work will receive at least two (2) hours pay at the employee's regular hourly rate of pay.
- 3.2.4 Reporting To Work
- a. in the event of an unusual school closure due to inclement weather, plant in operation, or the like, the District will attempt to notify each employee to refrain from coming to work. Employees are responsible to listen to designated radio stations for announcement. Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such closure; provided that no employee shall be entitled to any such compensation in the event of media broadcast or actual notification of closure one (1) hour prior to the employee's report time.

- b. any employee who has reported to work and is asked by his/her supervisor to stay pending a decision on whether school will be held, shall be in pay status until released but shall receive no less than two (2) hours' pay if school is not held.
- c. if an employee comes to work and a school closure is announced (and the day will count as a "school day"), the employee will be allowed to work the day. Time will be arranged with the building administrator.

3.2.5 Any employee assigned by his/her supervisor to work four (4) hours per day in a higher classification or a total of ten (10) hours per week in a higher classification, shall be paid at the higher classification level and on the first increment step that exceeds the substituting employee's current rate of pay for the time involved. An employee assigned to work in a lower classification for any period of time shall continue to receive their regular rate of pay.

### 3.2.6 Reduction in Hours

- a. Should financial shortfalls necessitate cutting hours or days from employee positions, those employees so affected shall, except in any emergency, receive a two work week notice prior to the effective date of such reduction.

Reductions in hours or days of work shall occur in accordance with the following:

- i. The District shall determine the number of hours or days to be reduced in each of the following work categories: High School, Middle School, and Elementary.
- ii. The District shall then determine the number of hours or days to be reduced at each work site within each of the above categories. Employees at the worksite may volunteer to reduce their hours.
- iii. The District shall then determine the number of hours or days to be reduced for specific positions. (Positions are those listed on Schedule A of this Agreement.)

The hours or days of the least senior employee in a position at a work site identified for reduction will be reduced, as needed.

A senior employee holding a position for which the hours or days are reduced may choose to transfer to the worksite of the least senior employee holding the same position within the same work category.

- b. Those employees so affected will be placed on a District roster to substitute in any position for which they are qualified. Additionally, they will be offered first opportunity for additional hours which may become available within their specific position.

3.2.7 The District may appoint a mentor(s) for each newly hired employee. The mentor assigned will be an employee in a like position and level as the new employee. The

mentor(s) will work with the new employee for up to one school year, meeting with the employee at least monthly. If the mentor is an employee included in the Administrative Secretaries Association, the mentor(s) shall be given release time to work with the newly hired employee during the work day, utilizing professional growth funds. The mentor(s) shall be compensated by the district for authorized time in excess of the mentor's assigned work day. Compensation shall be at the mentor's regular, hourly rate of pay.

3.2.8 Every building shall develop a plan for providing office coverage during periods of secretary absence. Such plan shall include a list of individuals who are qualified to work as office-clerical substitutes. The District shall assist the buildings in developing such lists and retains the right to approve the substitute list(s).

### 3.2.9 Student Health

- a. no employee will be requested or required to dispense or administer medication unless in accordance with state law and after having received instruction/training from a District designated trainer.
- b. Student injections shall be limited to emergency Epi-pen injections only when a student is known to be susceptible to a predetermined, life-endangering situation.
- c. employee responsibilities for student health are limited by paragraphs a. and b. above.

## Section 3.3 Evaluations

3.3.1 Each employee covered by this Agreement shall be evaluated during each school year by his/her supervisor in accordance with procedures and criteria established by the District. A written evaluation form is to be filled out by the supervisor, after which a meeting shall be held between the supervisor and the employee to discuss the evaluation. The evaluation shall be signed by both the employee and the supervisor. The signature of the employee, however, does not necessarily imply that the employee agrees with the contents of the evaluation. The employee may attach comments to the evaluation. Said comments will be dated and signed by the employee.

3.3.2 An employee whose performance is judged unsatisfactory according to the District's annual evaluation criteria may be placed on a plan for improvement for a period not to exceed sixty (60) working days. At the District's discretion the employee may be further evaluated during said period of plan for improvement.

3.3.3 The District will consult with the Association when amending the evaluation instrument.

## Section 3.4 Lunch and Rest Periods

3.4.1 Employees entitled to a lunch period in accordance with applicable law will be provided a duty free lunch period of at least thirty (30) minutes.

3.4.2 Employees shall be allowed a rest period of fifteen (15) minutes on the District's time for each three and one-half (3 1/2) hours of continuous working time.

Section 3.5     On the job Injury

All employees of the District are covered by the provisions of Washington State Industrial Insurance for on the job injury.

Section 3.6     Layoff/Resignation

3.6.1     The District agrees to give each employee who has been on the payroll more than (60) sixty working days at least two (2) week's notice of intended layoff, and each employee shall give the District at least two (2) week's notice of his/her intention to resign.

3.6.2     Layoffs of persons covered by this agreement shall be in reverse order of seniority. Recall of persons laid off by reason of a layoff shall be in reverse order of the layoff.

3.6.2.1   Layoff

- a.     The District shall determine layoff of employees in each of the following work categories: High School, Middle School, and Elementary.
- b.     The District shall then determine the number of employees to be laid off at each work site within each of the above categories.
- c.     Employees may apply for a leave of absence without pay for the following school year consistent with Section 4.3 of this Agreement
- d.     The District shall then determine those employees to be laid off in specific positions. (Positions are those listed on Schedule A of this Agreement.) The more senior employee(s) in those positions at the worksites experiencing the layoff have the right to transfer to a worksite of the least senior employee in that position who will then be laid off.

3.6.2.2   Recall

When a position becomes open within the bargaining unit, the District shall first open the position for bargaining unit employee application. When there is an open position for which no bargaining unit employee applies, the District shall offer the position to a person in the reemployment pool, provided the person held the position prior to layoff or is qualified to fill the position.

3.6.2.3   Re-employment Pool

- a.     Persons who are laid off shall remain on the District re-employment list for two (2) years.
- b.     Persons placed on the re-employment list will be called to substitute in any position for which they are qualified.
- c.     Persons on layoff status shall file and maintain their address, email address, and phone number in writing with the personnel office of the District.

- d. A person on the re-employment list will be removed from said list if the person does not maintain a current address, email address and phone number, or turns down an offer of reemployment, or does not respond to the offer of reemployment within fifteen (15) days. An offer of re-employment will be made by certified mail. The date on which the mail is certified shall be the first day of the timeline for a response from the person in the re-employment pool.

#### 3.6.2.4 Determination of Qualification

Any question of qualification shall be determined solely by the District and such determination shall not be subject to the grievance procedure.

- 3.6.3 If the senior employee is not returned to his/her former or comparable position as a result of layoff, he/she will receive a written notification of the reasons for such actions.
- 3.6.4 No employee shall displace another employee in a higher classification as a result of layoff.

### Section 3.7 Just Cause

- 3.7.1 No employee shall be disciplined (including oral warnings, written reprimands, suspensions, or discharge) without just cause. The level of disciplinary action taken against an employee shall be appropriate to the behavior which precipitates such action. If the District schedules a meeting to announce discipline or convenes an investigatory interview which includes the employee and which could reasonably lead to discipline, the affected employee may have an Association representative present. No meeting will be delayed for more than two (2) days to allow an Association representative to be present.
- 3.7.2 No written notification shall be necessary if the cause for discharge or suspension is proven theft, intoxication on the job, insubordination, or reckless or unauthorized use of vehicles or equipment. An employee shall be entitled to receive a written notice of the reason(s) for suspension or discharge.
- 3.7.3 The Association and the District agree that the District may send an employee home when the District believes the individual is under the influence of an intoxicating substance. The suspected substance may range from prescription drugs which, in the judgment of the District, places the employee or others at risk, to alcohol and any controlled substances. Furthermore, the District may issue the employee a warning that subsequent incidents involving intoxicating substances may lead to suspension or discharge.

### Section 3.8 Seniority

- 3.8.1 "Seniority" is defined as length of continuous service as a District employee; except that for employees hired on or after February 1, 1999, seniority shall be defined as length of continuous service in this bargaining unit. For employees in positions which are subsequently included in this bargaining unit, seniority is defined as all continuous service with the District in one or more office clerical positions.

In the event two or more employees have the same hire date, seniority order for these employees will be determined on the basis of earliest date of employment with the District and should the tie remain, then seniority order shall be determined by lot.

Each new regular employee shall remain in probationary status for a period of not more than sixty (60) working days following the hiring date. After sixty (60) working days, the employee will be entitled to all protections and privileges contained in this Agreement, effective the date of hire. No later than the sixtieth (60th) day of probation the newly hired employee will be evaluated.

- 3.8.2 The seniority rights of an employee shall be lost for the following reasons: resignation, discharge for just cause, and retirement. Seniority rights shall not be lost but shall not accrue for the following reasons: authorized unpaid leaves of absence and involuntary layoff. Seniority rights shall continue to accrue for the following reasons: absence due to industrial injury; paid, authorized absence covered by the leave provision of the agreement; and holidays and vacations.
- 3.8.3 By December 1 of each year, the District will provide the Association President, a bargaining unit seniority list. Such seniority list will be distributed by the District to employees in the bargaining unit. Employees will have ten (10) work days from the date of distribution to challenge his/her seniority date.

Section 3.9      Voluntary Reassignments and Transfers

- 3.9.1 Where ability, qualifications, and job performance are equal, the employee with the most seniority shall have priority consideration in promotions and transfers. If the District determines that seniority does not apply, the District will, upon request by the bypassed employee(s), provide written reasons for the bypass.

Section 3.10 - Involuntary Reassignments and Transfers

- 3.10.1 Employees may be involuntarily reassigned and transferred to positions covered by this Agreement on the following basis:
  - a. the needs of the District
  - b. job performance
  - c. employee qualifications
  - d. expressed employee preference
- 3.10.2 When it is not possible to meet all these criteria, employees will be assigned in the order in which these criteria appear.

Section 3.11      Other Positions

- 3.11.1 All position announcements pertaining to employees covered by this Agreement shall be posted on the District website for a period of five (5) working days in advance of their closing dates. Employees who desire to fill such vacancies shall apply via the District's

online system. During the summer months, one of the Association officers shall be notified by the District of such position announcements.

- 3.11.2 Promotions to supervisory or other positions within the District that are not covered by this Agreement shall be the exclusive province of the District and are not subject to grievance. However, full consideration will be given to employees in classifications represented by the Association when seeking personnel to fill these positions. Open supervisory positions will be posted in accordance with Board policy.

3.11.2 Creating New Positions

Should the District determine the need for a new position within the bargaining unit, the District shall meet with the leadership of the Association to inform the Association of the position and to establish the salary range for the new position. The position shall be posted consistent with Section 3.11.1.

Section 3.12 Training

- 3.12.1 Release time and/or reimbursement of expenses may be granted by the building administrator(s) to employees for the purpose of attending workshops, professional meetings, and educational conferences. The District shall provide a substitute when necessary.

- 3.12.2 District required attendance at workshops and/or training programs held beyond the employee's work day shall be at the employee's regular rate of pay or at the overtime rate if applicable, with the District paying the full cost of registration, required books, and supplies, if any. The District shall reimburse employees for out of District travel to and from the training site plus any meals.

3.12.3 Professional Growth Fund

The District will allocate \$6,250 (each year) for a Professional Growth Fund. The Professional Growth Fund will be increased by \$250 for each employee added to the bargaining unit over twenty-five (25) employees. Qualifications for and distribution of such Professional Growth Fund allocation shall be developed by an Association/District committee. Said committee will additionally report to the Board no later than August 15, 2006, concerning employee use of Professional Growth Fund for educational purposes. Compensable hours worked in accordance with this section shall be at the employee's regular rate of pay.

The District will allow unexpended professional growth funds to carry forward into the following fiscal year for approved Association professional growth activities provided that a District purchase order for said group activity is issued no later than August 15.

3.12.4 Professional Time

- a. Each year the District shall schedule a day of professional in-service training for Association staff. Said day shall be scheduled prior to the student year and within each employee's pre-school scheduled days of work. This designated day for staff training

shall be included in the secretarial work calendar for the coming year. The District shall consider Association suggestions for in-service subjects.

- b. In addition, up to seven and one-half (7 1/2) hours of compensated time may be scheduled each year for professional concerns. Subjects of professional concerns and a schedule of time to address said concerns will be developed in cooperation between the District and Association. Compensated time shall be at the employee's regular rate of pay and will not qualify for overtime if said time is in excess of the employee's regular, eight (8) hour day.

#### 3.12.5 Technology Training

The District will provide technology training on an on-going basis and will make a good faith effort to provide such training before technological changes are implemented. "Technology" shall include, but not necessarily be limited to, computer hardware and software; telephone systems; and equipment such as copiers and printers that the employees must use in the performance of their job.

### Section 3.13 Employee Protection

- 3.13.1 The District shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. Each building principal will provide the building employees with a list of names of staff for assistance in cases of emergency discipline.
- 3.13.2 The District shall hold harmless and defend each District employee from claims for damages caused or alleged to have been caused in whole or in part by that employee while performing his/her duties as an employee of the District, provided that in the performance of said duties, the employee has acted consistently with state laws and Board policies; and further provided that such claims and damages are not a result of the employee's criminal act(s) as determined by a court of law.
- 3.13.3 The District shall provide employees with insurance protection covering those employees while engaged in the reasonable and lawful maintenance of order and discipline and the protection of school personnel and students and the property thereof provided that the employee is acting consistently with state laws and Board policies.

### Section 3.14 Calendar

The District will provide the Association with the Secretarial Calendar Information within fifteen (15) working days of the District adoption of the District school calendar for the following year.

### Section 3.15 Reclassification Procedures

A reclassification is a change in an employee's job title and pay based on significant and sustained changes in job duties and levels of responsibility. A temporary change in job duties and levels of responsibility will not be considered the basis for reclassification.

Employees are eligible for a position reclassification under the following conditions:

- a. An employee must submit a written request for review of the employee's job duties and responsibilities. The request must include an explanation and enumeration of such additional job duties and level of responsibility supporting the request. The request must include the length of time the additional job duties and responsibility were performed. The reclassification must be endorsed by the employee's immediate supervisor. An employee's immediate supervisor may submit a request for an employee reclassification.
- b. The written request must be submitted to the Director of Human Resources no later than December 1. The Director of Human Resources will convene and chair a reclassification committee comprised of the Director of Business Services and two (2) secretaries appointed by the Association. The committee will submit its reclassification decision no later than January 30. If the reclassification is approved, the employee's reclassification will be in effect February 1 following the reclassification decision. A reclassification must be recommended by no fewer than three (3) members of the reclassification committee.
- c. The decision of the reclassification committee is not subject to appeal through the grievance procedure. An employee or supervisor may resubmit the request for reclassification the following school year.

## **ARTICLE IV - LEAVES AND VACATIONS**

### Section 4.1     Personal Leaves

- 4.1.1 Regular employees shall be granted a maximum of five (5) days paid leave during an Agreement year to be used for Personal Emergency Leave

A long-term substitute employee who is replacing an employee on unpaid leave shall be eligible for two (2) days of paid leave for Personal Emergency Leave [Section 4.1.2] for each ninety (90) day period of continuous employment. A long-term substitute will never accumulate more than four (4) days of personal emergency leave.

#### 4.1.2     Personal Emergency Leave

Personal emergency leave may be granted at the discretion of the Superintendent or the Superintendent's designee for events of an unforeseen nature, beyond the control of the employee, and where reasonable pre-planning could not have avoided the absence. Use of personal emergency leave is subject to the following conditions:

- a. Personal Emergency leave will not normally be granted the day before or the day after a holiday or vacation period.
- b. Personal Emergency Leave shall not be used for recreational or a vocational absence.

#### 4.1.3     Personal Emergency Leave for Family Illness

Personal Emergency Leave may be used for serious illness of employee's immediate family that requires the presence of the employee. "Immediate family" is defined to include parent, step-parent, spouse, children, and relatives who are a part of the employee's household.

## Section 4.2     Bereavement Leave

Employees may be granted a leave of absence with pay of not more than five (5) days per occasion when the absence is occasioned by the death of a father, mother, parent substitute, brother, sister, spouse, parent of spouse, grandparent, children, grandchildren, or dependent relative residing in the household of the employee of the District. Additional days may be granted by the Superintendent under unusual conditions. Additional days shall be left at the discretion of the employee to be taken without pay or deducted from sick leave.

## Section 4.3     Leaves of Absence Without Pay

- 4.3.1 Upon favorable recommendation of the Superintendent, a leave of absence without pay or accrual of benefits may be granted to any employee for a period not to exceed one year. Reasons for such a leave may be illness, family emergency, maternity, education, etc.
- 4.3.2 The employee's acceptance of other employment while on leave of absence without prior written consent of the District shall, at the sole discretion of the District, automatically terminate the leave and cancel any obligation by the District to reinstate the employee.
- 4.3.3 An employee returning from an approved leave of absence shall be placed in the position last held or in a comparable position in the District.
- 4.3.4 While on approved leave without pay, an employee will retain accrued sick leave, vacation, and seniority rights.
- 4.3.5 Vacation leave, sick leave, seniority rights, and other benefits shall not accrue during the leave of absence, except that the employee shall have the option of remaining an active participant in fringe benefit programs by contributing thereto the amount required, but with no District contribution.

## 4.4     Extended Illness

An employee on leave due to an extended illness shall be guaranteed his/her former or a comparable position if he/she returns to work within six (6) months of using all accrued sick leave and vacation benefits; provided there has not been a layoff which would have affected said employee, then the provisions of Article III, Section 3.6 shall prevail.

## Section 4.5     Legal Leave

Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on contracted days shall be deducted from the employee's salary. The employee shall notify the District when notification to serve on jury duty is received.

Leaves of absence with pay may be granted when an employee is subpoenaed to appear in a court of law provided the proceeding does not result from his/her contractual relationship with the District. If any witness fees are paid, that amount shall be deducted from the employee's regular pay.

Section 4.6     Jury Duty

Any employees required to serve on juries will be paid at their normal rate of pay, except that any pay received for such jury service shall be returned to the District.

Section 4.7     Sick Leave

4.7.1 Sick leave shall be granted to all regular employees for employee illness, injury, disability, or for the care of a child of the employee who is under the age of eighteen and who has a health condition which requires supervision or treatment. Casual employees shall not be granted sick leave.

4.7.2 Sick leave shall be accounted for in hours. "Day" means the number of hours in the employee's authorized work day.

4.7.3 One (1) day of sick leave shall be earned for each month worked, cumulative to the legal maximum. The District will provide to all employees who work one hundred and eighty (180) days or more a year sick leave in accordance with number of days assigned to work:

180 to 214 assigned work days = 10 days sick leave

215 to 236 assigned work days = 11 days sick leave

237 to 260 assigned work days = 12 days sick leave

4.7.4 Employees shall be credited on September 1 of each school year with the entire amount of sick leave they are expected to accrue by August 31 of that school year. Mid-year new hires or employees returning from a leave of absence shall be credited for sick leave in the same manner, accruing from date of hire or return.

4.7.5 Illness for a period of more than five (5) days shall be verified by a statement from a doctor upon request by the appropriate supervisor.

4.7.6 Sick leave accumulated by an employee prior to leaving the employment of the District will be restored to such person if he/she returns to regular employment with the District at a later date.

4.7.7 An employee who leaves the employ of the District during the course of the year and has used more than his/her accumulated and prorated sick leave earned through the date of termination shall be required to reimburse the District for the unearned sick leave that was used.

4.7.8 Sick leave cash-out shall be granted to employees as follows:

- a. in January of each year, any employee who; at the end of the immediately previous calendar year, who has accumulated in excess of sixty (60) days (480 hours) of unused sick leave, may elect to convert the earned, but unused sick leave, from the prior year which is in excess of sixty (60) days (480 hours) to monetary compensation at the rate of one paid day for each four (4) days of sick leave cashed-out

- b. employees who intend to cash-out sick leave under this section shall notify the District's Business Office by January in writing
- c. any employee who retires or dies while employed by the District may elect (personally or by a representative, as appropriate) to convert no more than one-hundred and eighty (180) days (1440 hours) of unused sick leave to monetary compensation at the rate of one (1) paid day (hour) for each four (4) days (hours) of sick leave cashed-out
- d. sick leave is accounted for in hours and, for the purposes of this section, shall be converted to days on the basis of the number of hours in the employee's current authorized work day
- e. annual conversion of accumulated sick leave, or conversion of sick leave upon retirement or death, shall be subject to applicable laws

Section 4.8     Holidays

4.8.1 All regular employees shall be given the following paid holidays that occur during their work year:

Fourth of July	Christmas
Labor Day	New Year's Day
Veterans' Day	President's Day
Thanksgiving	One day at Spring Vacation
Friday following Thanksgiving	Memorial Day
Day before Christmas	Martin Luther King Day

Any other day proclaimed a paid holiday for public schools in the State of Washington by legal authority shall be added to this schedule automatically.

4.8.2 For an employee to be paid for a holiday, he/she must have been on duty the previous scheduled work day and the succeeding scheduled work day or on paid leave status on those days.

Section 4.9     Vacations

4.9.1 Annual Employees

- a. all annual employees will be eligible for 10 days of paid vacation per year after one (1) year of employment with the District, and 15 days paid vacation time per year after five (5) years of employment with the District
- b. an employee with sixteen (16) or more years of employment with the District will be eligible for additional days of paid vacation at his/her regular rate of pay and regular approved hours-per-day of employment to a maximum of twenty(20) days:

16 years	16 days
17 years	17 days

18 years	18 days
19 years	19 days
20 years	20 days

- c. unused vacation from prior years may accrue up to twenty (20) days

4.9.2 School-term Employees

- a. all school term employees will be eligible for vacation pay
- b. an employee who has completed four (4) or more years of employment with the District will be eligible for ten (10) days of pay at his/her regular rate of pay and regular approved hours per day of employment
- c. an employee with fifteen (15) or more years of employment with the District will be eligible for fifteen (15) days of pay at his/her regular rate of pay and regular approved hours per day of employment.
- d. an additional day of vacation pay will be granted for each year of additional employment with the District to a maximum of twenty (20) days:

16 years	16days
17 years	17days
18 years	18days
19 years	19days
20 years	20 days

- 4.9.3 Vacation increments or credits shall be granted on September 1 of each year. In order to be eligible for such increment or credit, an employee must have been employed prior to February 1 of the preceding school year.

- 4.9.4 An employee who leaves District employment during the course of the year and has used more than his/her accumulated and prorated vacation earned through the date of termination, shall be required to reimburse the District for unearned vacation used. The amount will normally be deducted from the employee's final pay check.

4.10 Leave Sharing

The District shall allow Association members to participate in the District leave sharing program as long as the program is authorized by state statute and Board policy and the member meets the qualification for the program

**ARTICLE V - SALARY AND BENEFITS**

5.1 Benefits

- 5.1.1 The District shall provide monthly contributions equal to the amount authorized and funded by the Washington State Legislature for classified employees toward premiums of District group Medical, Dental, Vision, Long-Term Disability, and Life insurance programs in the amounts set forth below, for every regular employee and their eligible

dependents, when that employee is employed regularly for three and one-half (3 1/2) hours per day or more on at least a nine-month schedule. The employee contribution required by the State's Health Care Authority shall be deducted from the District contribution as listed above. If the legislature increases the insurance allocation during the term of the Agreement, the monthly contribution by the District shall increase by a like amount.

- 5.1.2 Any employee entitled to a District insurance contribution shall participate in the Life, Long-Term Disability, Dental and Vision programs, and the premium thereof shall be deducted first from the District contribution.
- 5.1.3 After each employee has made his/her selection of medical benefits under the program provided herein, all remaining District contributions will go into a "pool" and will be available for a pro-rata distribution to pay for medical insurance coverages requested by the employee. The District shall determine the dollars available to pool by multiplying the bargaining unit employee FTE as of October 1 times the state benefit allocation and then subtracting the HCA carve-out premium and all mandatory benefit premiums (Life, Long-Term Disability, Dental, and Vision). The pool created each October will remain in effect through the following September.

For each year of this agreement, the District will supplement the pool by a total amount of \$16,000.

After any pooling, every employee will pay the first 5% of medical premiums for whichever plan they chose during the 2013-2014 school year. The District and Association further agree to have the District Benefit Committee meet and consider changes to the mandatory out-of-pocket minimum for subsequent years of the contract. Any recommendations from the committee are subject to a limited reopener to bargain mandatory out-of-pocket premium percentages. Any remaining portion of the medical insurance premiums will be deducted from the Employee's salary warrant.

- 5.1.4 After the implementation of the pool, employees may add dependents to their medical plans but will not receive any additional District contributions to cover the additional premium cost. New employees hired after the October 31st pool computation date will be entitled to a District contribution based on the new employee's FTE. Said new employee will not be eligible for insurance pool dollars.
- 5.1.5 For the purpose of this Section, a full-time, one (1.00) FTE is defined as one thousand, four hundred and forty (1440) hours of regularly compensated time.
- 5.1.6 Employees not eligible for a District contribution under Section 5.1.1 shall be permitted to pay their own contributions by payroll deduction for District approved health insurance plans to the extent permitted by the carriers.
- 5.1.7 Section 125 - Cafeteria Plan

Employees may participate in the District's IRS Section 125 Cafeteria Plan

- 5.1.8 The District will make available to those employees eligible the current benefits offered by COBRA plan at the time of application.

#### 5.1.9 - Tax Sheltered annuities and 403 b (7) Plans

Employees may participate in tax-sheltered annuity programs approved by the Board

#### 5.1.10 - Benefits Committee

The Association shall appoint a representative to the District Benefits Committee.

### Section 5.2 Other Compensation Provisions

- 5.2.1 Any employee who is authorized to use his/her personal car on District business shall be compensated at the current District rate. The mileage shall be authorized and validated by the employee's supervisor.
- 5.2.2 Retroactive pay, where applicable, shall be paid on the first regular payroll following execution of this Agreement.
- 5.2.3 Three (3) additional days for paid cross-training will be available for employees who have been involuntarily transferred.
- 5.2.4 Each new, regular employee will be placed on the Salary Schedule (Appendix A) at the discretion of the District. Prior experience may be considered by the District in determining placement. Those who have worked in secretarial/clerical positions in public school districts in the state of Washington, including the Snoqualmie Valley School District, will be credited with those years of experience for placement on the Salary Schedule.

### 5.3 Wage Increases

2013-2014: Effective September 1, 2013, hourly wage rates displayed on Schedule A will be improved by 3.0%.

2014-2015: Effective September 1, 2014, hourly wage rates displayed on Schedule A will be improved by District funded 2.25% or the percent increase authorized and funded by the Washington State Legislature for classified employees, whichever percentage (local or state) is greater.

2015-2016: Effective September 1, 2015, hourly wage rates displayed on Schedule A will be improved by District funded 2.50% (2.05% plus 25% of HCA paid as wages) or the percent increase authorized and funded by the Washington State Legislature for classified employees, whichever percentage (local or state) is greater.

2016-2017: Effective September 1, 2016, hourly wage rates displayed on Schedule A will be improved by District funded 3.45% (2.10% plus 75% of HCA paid as wages) or the percent increase authorized and funded by the Washington State Legislature for classified employees, whichever percentage (local or state) is greater.

5.3.1 Longevity Step

Effective September 1, 2008, each employee will receive an additional twenty cents (\$.20) per hour longevity step at the beginning of the employee's tenth (10<sup>th</sup>) year of employment.

Effective September 1, 2013, each employee will receive an additional twenty-five cent (.25) per hour longevity step at the beginning of the employee's 25th year of service in the District.

5.4 Monthly Salary Installments

All employees shall receive payment for their services in twelve (12) monthly installments.

**ARTICLE VI – DURATION**

The duration of this Agreement is from September 1, 2013, and will continue through August 31, 2017.

ATTEST:

\_\_\_\_\_/ \_\_\_\_\_  
For the Association Date

\_\_\_\_\_/ \_\_\_\_\_  
For the District Date

