



**ISSAQUAH  
SCHOOL DISTRICT 411**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE ISSAQUAH SCHOOL DISTRICT**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION,**

**LOCAL 925**

**EDUCATIONAL ASSISTANTS**

**SEPTEMBER 1, 2007 – AUGUST 31, 2010**



Welcome to the Issaquah School District and SEIU Local 925. In addition to other information that you may get as an employee to the Issaquah School District and a member of SEIU Local 925 we felt it would also be beneficial to add some basic contact information to your contract as an added convenience.

Look for up-to-date information on the Issaquah School District on the District website at: [www.issaquah.wednet.edu](http://www.issaquah.wednet.edu)

Look for up-to-date information on what we are doing at SEIU on our SEIU website at: [www.seiu925.org](http://www.seiu925.org)

You may contact Personnel Services at 425-837-7060 with any personnel related questions.

You also have a Union Building Representative in your building. Your Building Representative should be the first place you go for any union related questions. You can find out who your Building Representative is by asking co-workers or checking the Issaquah worksite page on the SEIU website.

If you need a referral to a steward or have a worksite issue that you cannot resolve please check with your building representative. If you, or your building representative, cannot locate a steward you may contact your Organizer Representative, Annie Costello at 1-800-835-4656 for a referral to a steward.

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## **ARTICLE 1 — RECOGNITION AND COVERAGE**

**Section 1.1 Exclusive Representative:** The District recognizes Service Employees International Union Local 925 as the exclusive representative of all employees in the bargaining unit, and the Union recognizes the responsibility of representing the interests of all such employees on wages, hours, and working conditions.

**Section 1.2 Exclusion:** 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 Job Descriptions:** The District shall provide the affected employee and Union with such amendments, changes, and addition to job descriptions within thirty (30) days. The District will provide the Union a copy of all current job descriptions no later than October 31<sup>st</sup> of each year. In the event that there is a substantial impact to wages, hours and conditions of employment to any job descriptions issued pursuant to this provision, the Union may request to negotiate the impact. Such request must be made within thirty (30) days of receipt.

## **ARTICLE 2 — RIGHTS OF EMPLOYER**

**Section 2.1 Management Rights:** It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District, subject to applicable laws, regulations, and the provisions of this Agreement.

**Section 2.2 Reasonable Rules and Regulations:** The right to make reasonable rules and regulations shall be considered acknowledged functions of the District, with due regard and acknowledgment that any such rules and regulations shall not be in conflict with this Agreement.

## **ARTICLE 3 — RIGHTS OF THE UNION**

**Section 3.1 Union Rights:** The Union has the right and the responsibility on behalf of all employees in the bargaining unit to present its views to the District on matters of employee concern, either orally or in writing; to consult with the District on conditions of employees in the matters and practices which are pertinent to wages, hours, and working conditions of employees in the bargaining unit; and to conduct collective bargaining with the District.

**Section 3.2 Disciplinary Action Notification:** The Union shall promptly be notified by the District of any disciplinary actions of any employee in the unit in accordance with the disciplinary/discharge grievance procedures contained herein.

**Section 3.3 Employee List:** The names and addresses of employees in the respective bargaining unit shall be provided annually by October 30 to the Union and updated quarterly.

**Section 3.4 Delegation of Duties:** The Union reserves and retains the right to delegate any right or duty contained herein to appropriate officials contracted by the Union.

**Section 3.5 Bulletin Boards:** The Union may utilize bulletin boards in each school for the use of the Union. Information posted on bulletin boards shall be signed by the representative responsible for the posting.

**Section 3.6 Negotiation Sessions:** Negotiating session will be held at a time mutually agreed to by the District and the Union. If by mutual agreement the parties schedule sessions during normal working hours a maximum of five (5) bargaining unit members will be released from the regular work assignment with pay. Any additional employees released for the bargaining session shall be compensated at their regular rate of pay, but the cost of a substitute shall be paid by the Union, regardless of whether a substitute is required.

**Section 3.7 Employees as Union Representatives:** Employees acting as Union representatives at meetings required by the District shall be released from work duties with pay to attend when such meetings are held during normal working hours, or compensated at their hourly rate when they are held outside of their normal working hours.

**Section 3.8 Union Leave:** The District shall grant a reasonable amount of time per year to employees for the purpose of participating in activities associated with the administration of this Agreement. Requests submitted three (3) working days in advance, if possible, shall be approved by the Executive Director of Personnel, or his/her designee. The Union will reimburse the District the cost of the substitute for each release day if a substitute is used.

**Section 3.9 Seniority List:** The Union shall receive, upon request in writing, a current seniority listing of all employees in the bargaining unit.

#### **ARTICLE 4 – UNION SECURITY**

**Section 4.1 Union Membership:** Each employee subject to this Agreement, who on the effective date of this Agreement is a member of the Union in good standing, shall, as a condition of employment, maintain membership in the Union in good standing during the period of this Agreement. All employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Union within thirty (30) days of the date on which they receive a regular assignment.

**Section 4.2 Representation Fee:** The parties recognize that an employee should have the option of declining to participate as a member in the Union, yet contribute financially to the activities of the Union in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in place of the membership requirements of the previous section of this article, an employee who declines membership in the Union may pay to the Union a monthly service charge in an amount equal to the regular monthly dues as a contribution toward the administration of this Agreement.

**Section 4.3 Refusal to Join or Pay Fees:** Any employee who refuses to become a member of the Union in good standing or pay the service charge in accordance with the

previous sections, shall, at the option of the Union, be immediately discharged from employment by the District.

**Section 4.4 Religious Exemption:** Nothing contained in this Agreement shall require Union membership of employees who object to such membership based on bona fide 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 and fees to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.

**Section 4.5 Dues Deduction:** The District shall deduct dues or service charges from the pay of any employee who authorizes such deductions in writing according to RCW 41.56.110. The District shall transmit all such funds deducted to Service Employees International Union, Local 925, on a monthly basis.

**Section 4.6 Political Contributions:** Voluntary contributions to the Union's political action fund may be included in the deduction made for dues. The procedures and method of transmittal shall be consistent with the procedures used for other employee groups.

## **ARTICLE 5 — RIGHTS OF EMPLOYEES**

**Section 5.1 Right to Participate:** It is agreed that the employees in the unit defined herein shall have the right to, freely and without fear of penalty and reprisal, join and assist the Union with collective bargaining and representation. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union during off-duty hours and to presentation of Union views to District representatives.

**Section 5.2 Union Representation:** An employee subject to this Agreement has the right to have a Union and/or a personal representative present when specifically requested by the employee.

**Section 5.3 Anti-Discrimination:** Neither the District nor the Union shall discriminate against any employee subject to this Agreement on the basis of race, religion, color, national origin, sex, age, creed, marital status, sexual orientation, or disability, which disability does not interfere with the efficient performance of work or threaten the health or safety of the disabled employee or others. Alleged violations of this non-discrimination section shall be subject to the grievance procedure of this Agreement.

**Section 5.4 Background Checks:** The District will pay for Washington State Patrol and F.B.I. background checks; if required for employment.

### **Section 5.5 Personnel Files.**

**Section 5.5.1 Personnel Files; Access:** Employees or former employees shall, with prior notification and provided a member of the Personnel 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. Anyone at the employee's request may be present during review of the personnel file(s).

**Section 5.5.2 Personnel Files; Location of Files:** If personnel files are maintained anywhere in the District except by the Personnel Office, the Payroll Office, or the employee's immediate supervisor, the employee shall be notified.

**Section 5.5.3 Personnel Files; Derogatory Material:** Any derogatory material which may be used against an employee in such disciplinary action as reprimand, suspension, or termination of employment for poor job performance must be shown to the employee within ten (10) days after receipt or composition. 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.

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 personnel file.

## **Section 5.6 Orientation.**

**Section 5.6.1 District Orientation:** New employees to the District shall be given a basic orientation within twenty (20) working days of their effective hire date.

Orientation shall include the applicable job description, a copy of this Agreement, a copy of the school calendar, details regarding hours and location of job assignment, relevant personnel benefits, payroll information, notification of the employee's union obligation and a new union member packet (provided to the District by the union).

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

**Section 5.6.2 Building Orientation:** New employees to a building/worksites shall be given a basic building orientation within five (5) work days of the start of employment at the building/worksites by the Principal/Program Manager or designee.

The orientation shall include work and bell schedules, specific job locations, lunch/break/restroom locations, personal item storage location, procedures for filling out timesheets, building/worksites emergency procedures, where and how they access their email and voicemail, identification of their union building representative and other information or people as needed. The Principal/Program Manager shall notify the SEIU Building Representative of the name of the new employee and the start date within forty eight (48) hours of the hiring notification from the District Personnel Department.

**Section 5.7 Building Meetings:** Building Principals will be expected to afford Educational Assistants the opportunity to have regularly scheduled in-building meetings to discuss pertinent school business. If the meeting is scheduled outside of the Educational Assistant's regular schedule, attendance will be voluntary and unpaid. No mandatory meetings will be held beyond assigned hours unless the time is compensated as described in Section 5.11 (Committee Pay).

**Section 5.8 Notice of Continued Employment:** By June 15 the Personnel Office will send to each employee a notice stating whether or not she/he is expected to 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.

**Section 5.9 District In-Service:** Educational Assistants shall be eligible to be selected to attend District in-service programs. If required to attend, they shall be compensated at their regular hourly rate.

**Section 5.10 Committee Work:** Principals, program managers, and teachers will encourage Educational Assistants to participate on a volunteer basis to serve on committees and teams to review various building and District needs. These needs may include such things as interviewing for staff positions, selection of equipment used in the classroom, cafeteria, playground, etc. It is the responsibility of the Educational Assistant to contact the principal, program manager, or teacher indicating his/her interest to serve on such committees and the times when he/she would be available. Educational Assistants will provide the principal with a list of individuals who are willing to serve on committees and teams. It is not the intent to prevent a timely interview process or the selection of equipment, etc.

**Section 5.11 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; subject to Section 7.8 (Compensatory Time) and Section 7.9 (Overtime and Compensatory Time). Neither the District nor the employee can refuse payment in place of Comp time.

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 5.12 Transportation Reimbursement:** Employees authorized by the Superintendent to use their own transportation for District business shall be reimbursed at the established District rate.

**Section 5.13 Work Space:** Building principals or designees shall attempt to provide Educational Assistants adequate work space, equipment and instructional materials commensurate with Education Assistant responsibilities. In addition, reasonable space will be provided for personal belongings.

**Section 5.14 Calendar:** The Superintendent and his/her designated representative and the Union shall mutually schedule a meet and confer session so that the Educational Assistants will have the opportunity to submit draft school calendars for review and consideration. This meeting shall be scheduled prior to the IEA calendar negotiations as necessary.

**Section 5.15 Liability Insurance:** The District shall provide liability insurance protection for each employee covered by this Agreement in the case of suit, actions, or claims against the employee and/or the District arising from or out of the employee's

performance or failure of performance of duties as an agent for the District, provided that the District shall not be obligated to defend employees in connection with wanton misconduct, known violation of the law, or other criminal acts.

The District will issue a letter to all Educational Assistants explaining how personal liability (auto insurance) interacts with the District's insurance while performing District business.

**Section 5.16 Replacement of Personal Property:** September 1 of each year, the District will establish a \$1200.00 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. This fund will be managed by the Labor-Management Committee.

## **ARTICLE 6 – SAFETY & HEALTH**

**Section 6.1 Safety:** All bargaining unit employees have the right to a safe and healthy workplace. The District is committed to provide for a work environment free of workplace violence and other potential hazards to the personal safety of bargaining unit employees.

## **ARTICLE 7 — HOURS OF WORK AND OVERTIME**

**Section 7.1 Workweek and Work Day:** 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 shall be permitted to accept assignments totaling forty (40) hours per week. An employee may voluntarily work other schedules with the concurrence of the employee's immediate supervisor and/or the District.

**Section 7.2 Work Schedule:** The starting and ending times for each employee shall be determined by the District.

**Section 7.2.1 Work Schedule; Emergency School Closure:** When an individual school or work site is closed for an emergency, employees shall not report to work unless otherwise directed. If any such period of closure will not be made up at a later date, the employee may elect to use accrued emergency leave, or the employee will be allowed to make up the lost time at a time that is mutually agreeable to the employee and the employee's supervisor.

If the period of emergency closure is to be made up on an alternate date, the employee is expected to work the time missed on the scheduled alternate date. If such alternate date occurs at a time that prevents the employee from being available because of prior plans that cannot be changed, or because of unusual circumstances, the employee may request the use of accrued emergency leave or unpaid leave.

If employees are required to work beyond their scheduled work hours, employees will be compensated at the appropriate rate or will receive compensatory time, providing the District determines that compensatory time is appropriate in this circumstance. If

compensatory time is permitted it is the employees choice whether to receive pay or compensatory time.

When schools or other work sites are closed or work schedules are altered, due to emergencies, employees shall be notified through the notification process approved by the building/district decision-making procedure. When an employee has not received notification of closure or delayed start more than one (1) hour prior to the employee's scheduled time to report to work, and the employee reports to work, s/he will receive a minimum of two (2) hours of pay, or pay for actual time worked if authorized to work more than two (2) hours.

**Section 7.3 Lunch Break:** Employees who are scheduled to work for five (5) or more hours per day shall receive a non-paid lunch break of at least thirty (30) minutes.

**Section 7.4 Rest Periods:** A fifteen (15) minute paid rest period is authorized for each four (4) hours or more of work with a maximum of two (2) rest periods for an eight (8) hour day. Rest periods will be included in the employees' schedule of work.

**Section 7.5 Passing Time:** Reasonable paid time shall be included within the employees work day to move from one assignment to the next.

**Section 7.6 Communication Time:** Reasonable paid time shall be included within the employee's work day to access email and voicemail. If access is not appropriate or available during any assignment, additional time shall be scheduled.

**Section 7.7 Work Less Than Forty Hours:** Employees who work less than forty (40) hours per week shall be compensated at their hourly rate.

**Section 7.8 Compensatory Time:** Employees may be authorized to accrue compensatory time only to meet a specific and non-routine need of the District or the employee. It shall be used only when mutually agreeable and specifically authorized by the supervisor. Compensatory time shall not be used as a routine substitute for overtime. If it is determined that less time is needed at some time during the week, month, or year in order to make more time available at some other specific time, the employee's schedule shall be changed. The change shall be in writing and signed by both the employee and the supervisor. Such a change is not compensatory time, but a schedule change and shall be handled as such. If compensatory time is to be accrued, the following procedures shall be followed:

1. If the compensatory time arrangement is completed within a calendar week, i.e., the extra work and the compensatory time both occur within the same calendar week, the authorization may be verbal but the written report must correctly indicate when the hours were actually worked.
2. If the extra work and the compensatory time occur in different weeks, the following rules shall apply:
  - a. The agreement shall be in writing and signed by the employee and the authorizing supervisor.
  - b. The extra work may not result in working more than forty (40) hours in one week.

- c. The written agreement shall include an update of all compensatory time outstanding and the time when all outstanding compensatory time will be taken.
- d. If outstanding compensatory time exceeds twenty (20) hours, a copy of the agreement shall be given to the Director of Personnel.
- e. All time shall be reported when actually worked.

Employees may choose to be paid for authorized extra hours of work instead of accruing compensatory time.

**Section 7.9 Overtime and Compensatory Time:** Employees who are authorized to work more than forty (40) hours per week by the District within the pay period shall be given the option of compensatory time at the same rate as overtime payment or one and one-half (1½) times their hourly rate of pay. The option shall be chosen by the employee at the time of authorization, subject to regulations established by the United States Department of Labor or other competent jurisdiction.

**Section 7.10 Holiday Work:** Employees who are asked by the District to work on holidays shall be compensated at twice their regular hourly rate.

**Section 7.11 Holiday Credit:** Employees shall be given credit for holidays in the accumulation of hours toward overtime or compensatory time, provided that they also work or are on scheduled leave or compensated sick leave on the work day immediately before and after the holiday.

**Section 7.12 Eligibility for Benefits:** At the beginning of the school year, work hours to be assigned for the year shall be established in accordance with the terms of this Agreement. The hours assigned on the October payroll cutoff date shall be used to:

- 1. establish eligibility for disability leave
- 2. establish eligibility for holidays and vacations
- 3. establish eligibility for medical/dental benefits
- 4. establish eligibility and rate of contribution for retirement.

**Section 7.12.1 Eligibility for Benefits; Change in Total Hours:** If additional hours are assigned or if for any reason hours are decreased, the wages, vacation pay, holiday pay and disability leave accumulations shall be adjusted either up or down to reflect the appropriate wages and benefits for the actual hours worked except for medical/dental benefits which will not be reduced below the established eligibility level. In the event the Educational Assistant voluntarily reduces his/her hours below the established eligibility level for medical/dental benefits, the Educational Assistant will be responsible for premium payments.

**Section 7.12.2 Eligibility of Benefits; Significant Reduction of Hours:** In the event the District decides to make changes that will reduce the hours of a significant number of Educational Assistants, or will significantly reduce Educational Assistants hours, then at either party's request the District and the Union will meet to negotiate the impact of such a reduction including Article 7.12.1 (Eligibility of Benefits).

## ARTICLE 8 — VACATIONS AND HOLIDAYS

**Section 8.1 Annual Assignment:** All Educational Assistants have a nine (9) month annual assignment consisting of 180 workdays that coincide with the student calendar, plus one workday before school begins, for a total of 181 workdays.

**Section 8.2 Paid Vacation:** Educational Assistants who work seven and one-half (7 ½) hours or more per day accrue one (1) day of vacation per month for a total of nine (9) paid days. Educational Assistants who work less than seven and one-half hours per day earn no vacation.

**Section 8.3 Summer Assignment:** When an employee works seven and one-half (7 ½) hours or more per day at a summer assignment for an entire calendar month, the employee will accrue one (1) vacation day for that month.

**Section 8.4 Paid Holidays:** All Educational Assistants receive the following paid holidays for a total of 189 paid days.

Labor Day <sup>1</sup>	New Years' Day
Veterans Day	Martin Luther King, Jr. Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Memorial Day
Christmas	Independence Day <sup>1</sup>

(1) If an employee is scheduled to work the day before and after Independence Day and/or Labor Day, the holiday will be paid.

**Section 8.5 Lengthened Assignment:** An employee whose assignment is lengthened and who therefore qualifies for additional paid holidays and/or paid vacation shall receive a revised payroll contract to reflect the additional paid days prior to the added session.

## ARTICLE 9 — LEAVES

### **Section 9.1 Illness, Injury and Emergency Leave.**

**Section 9.1.1: Illness and Injury Leave; Accrual:** Illness and injury leave for regular employees shall be accrued at the rate of one prorated day per payroll month of employment. Unused illness and injury leave shall accumulate from year to year while the employee remains employed by the District. The District shall project the number of annual days of illness and injury leave at the beginning of the school year according to the estimated calendar months the employee is to work during the year. The employee shall be entitled to the projected number of days of illness and injury leave at the beginning of the school year provided that should the employee terminate employment prior to the end of the school year a deduction shall be made for illness and injury leave used in excess of the accrual.

**Section 9.1.2: Illness and Injury Leave; General Use:** Illness and injury pay will be paid only for periods of absence caused by the employee's personal illness, injury, medical, dental or optical appointments or the illness or injury of an immediate family member. Immediate family, for purposes of this section shall mean the employee's spouse, dependant child, or other dependant living at the employee's residence. When

illness or injury leave exceeds five (5) consecutive days, or when the pattern of absences suggests possible abuse of the use of illness or injury leave, a written statement from a physician may be requested stating the reason for illness or injury absence.

**Section 9.1.3: Illness and Injury Leave; Emergency Leave:** Up to five (5) days per year of illness and injury leave may be granted for absences that are due to emergency situations that are of such a nature that pre-planning by the employee is not possible. Such situations are ones which are serious, essentially unavoidable, and of importance; not ones of mere convenience. (Examples may include a threat to the employee's property such as flooding or storm damage, court appearance, serious illness of adult child or parent, etc.) Upon return from emergency leave the employee shall submit a written explanation of the need for emergency leave to the personnel department in accordance with established leave request procedures. Written verification of the circumstances necessitating the use of emergency leave may be requested. If the request for the use of emergency leave is denied, the days used shall be considered an unpaid leave of absence. Consideration will be given for requests in excess of five (5) days in a year for extraordinary circumstances.

**Section 9.1.4: Illness and Injury Leave; Attendance Incentive Program:** In January of the year following any year in which a minimum of sixty (60) days of illness or injury leave have been accrued, any eligible employee may exercise an option to receive remuneration of unused leave for illness or injury accumulated in the previous year at the rate equal to one (1) day's compensation for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's compensation; provided that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month.

**Section 9.1.5 Illness and Injury Leave; Separation from Employment:** At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current compensation of the employee for each four (4) full days accrued leave for illness or injury. The provisions of this section shall be administered in accordance with state law and applicable state rules and regulations. If the legislature revokes any benefits granted under this section no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

**Section 9.1.6 Illness and Injury Leave; Work Related Illnesses or Injuries:** In the event an employee is absent due to a work-related illness or injury incurred while working on the job for the District and the employee is compensated by Industrial Insurance 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 for as long as there are illness and injury leave days in the employee's account. A deduction shall be made from the employee's accumulated illness and injury leave account in accordance with the amount paid to the employee by the District.

**Section 9.1.7 Illness and Injury Leave; Portability:** Employees who have accrued illness and injury benefits while employed by another public school district in the State of

Washington shall be given credit for such accrued benefits upon employment by the District.

**Section 9.1.8 Illness and Injury Leave; Substitutes:** When bargaining unit employees use illness, injury or emergency leave under this Article the District will secure and provide a substitute if required.

**Section 9.1.9 Illness and Injury Leave; Overload:** Under normal circumstances, illness and injury leave is not used to cover absences from temporary assignments that result from class overloads. However, such absences shall be covered by illness and injury leave when the time lost cannot be scheduled at any alternative time. The following provisions apply:

1. When an Educational Assistant is absent from a class overload assignment, he/she is responsible for informing the school office whether or not he/she will be able to make up the time for the individual teacher.
2. The Educational Assistant will first attempt to make up the hours within the same week as he/she was absent from the overload assignment.
3. To make up time, the total paid time may not exceed forty (40) hours within a week.
4. When the Educational Assistant is unable to make up the time and a substitute is not required, illness and injury may be claimed and will be granted, if available.

**Section 9.1.10 Illness and Injury Leave; Leave Sharing:** Leave sharing will be permitted in accordance with State law and District policy.

## **Section 9.2 Maternity Leave.**

**Section 9.2.1 Maternity Leave; Typical:** Maternity leave shall be granted for that period of time required for confinement, delivery and recovery from childbirth or from other birth situations. The leave shall be during that time that is specified by the employee's attending physician.

**Section 9.2.2 Maternity Leave; Extended:** An employee may be granted a leave of absence for up to one (1) calendar year beyond the expiration of illness and injury leave, if any. Said employee shall notify the Executive Director of Personnel in writing of the desire to take such a leave, and except in case of emergency as determined by a physician, shall give such notice at least thirty (30) days prior to the date on which leave is to begin. The employee shall include with such notice a physician's statement certifying pregnancy. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, unless the employee's physician determines that the employee cannot properly fulfill the normal job responsibilities; provided that the District may require a physician's certification of fitness for work.

## **Section 9.3 Family Medical Leave.**

**Section 9.3.1 Family Medical Leave; Basic Provisions:** Bargaining unit employees are entitled to a total of twelve (12) work weeks of family and medical leave during any fiscal year (July 1 – June 30). This leave is to be used for:

1. the birth of a child and to care for a newborn child;

2. the placement of a child with the employee for adoption or foster care that requires state action; eighteen (18) years of age or younger, or a child age eighteen (18) or over who is incapable of self-care because of a mental or physical disability;
3. caring for the employee's seriously ill spouse/domestic partner, parent or child under eighteen (18) years of age, or a child age eighteen (18) or over who is incapable of self-care because of a mental or physical disability;
4. a serious health condition that makes the employee unable to perform her/his job functions.

**Section 9.3.2 Family Medical Leave; Both Spouses Work for District:** Spouses employed by the District are jointly entitled to a combined total of 12 work weeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition, provided that any period of physical disability taken by the biological mother shall not be included in the twelve (12) week limitation. Family and medical leave shall be without pay for all or part of the leave.

**Section 9.3.3 Family Medical Leave; Other Accrued Leave:** Employees must first exhaust all illness and injury leave (when applicable), vacation leave (when applicable), and personal leave before applying for Family Medical Leave. Employees desiring to apply for Family Medical Leave need to request such leave in writing from the Executive Director of Personnel thirty (30) days in advance unless the leave is not foreseeable, in which case, the employee must notify the District as soon as possible. The District may require certification (and subsequent recertification to support continuing leave) for medical leave and may require the employee to obtain a second medical opinion at the District's expense. The District may also require periodic reports from an employee on Family Medical Leave regarding the employee's status and intent to return to work. Leave taken to care for a new born or newly adopted child must be completed within twelve (12) months after the date of the birth or adoption.

**Section 9.3.4 Family Medical Leave; Health Insurance:** The District shall be responsible for maintaining coverage under any group health plan for the duration of such leave. If the employee fails to make timely payment of his/her portion of the premium, the District shall cease to maintain health coverage. Upon the employee's return to work, the employee's group health benefits will be restored to the terms that would have been provided if the employee had continued in employment for the duration of such leave. If the employee fails to return from Family Medical Leave, due to reasons within his or her control, the District may deduct from any sums owed to the employee for all health insurance premiums paid during the leave. Any amount not received by deduction, the former employee must reimburse directly to the District.

**Section 9.3.5 Family Medical Leave; Restored to Position:** Upon returning from Family Medical Leave, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

**Section 9.3.6 Family Medical Leave; Prorating:** For part-time employees and those who work variable hours, the Family Medical Leave entitlement is calculated on a pro rata or proportional basis. Employees not eligible for medical benefits will receive leave only.

**Section 9.3.7 Family Medical Leave; Intermittent Leave:** District approval is required for Family Medical Leave taken on an intermittent basis (such as working a reduced workweek) for the purpose of birth or because of placement for adoption or foster care. Leave to care for a seriously ill family member or because of the employee's own serious health condition may be taken whenever necessary. Any employee who works primarily in an instructional capacity, and who requests a period of leave near the conclusion of the academic term, may be required to continue the leave until the end of the term with paid medical benefits.

**Section 9.4 Bereavement Leave:** Absence due to death in the immediate family shall be granted with full pay for up to five (5) days for each occurrence. 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) nephews and nieces, and 9) any relatives or significant others residing in the employee's household. One day of bereavement leave will be allowed for a close friend. This day may be taken from emergency leave. Such leave may not be accumulated.

**Section 9.5 Jury Duty:** An employee who is called to serve on a jury shall be excused from work for the days which are served. The employee shall be granted regular earnings and benefits for the time consumed in such services. Any compensation received from the Court, except transportation, meals, or lodging, shall be paid to the District. Such payment to the District shall not exceed the employee's normal daily pay for each day of service. The employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received.

**Section 9.6 Court Actions:** When an employee is a witness for, or co-defendant with, the District, and the action arose out of District employment, the employee shall be granted full salary and compensation for the time consumed in such services. Any compensation received from the Court, except transportation (when not paid by the District), meals, or lodging, shall be paid by the employee to the District.

**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.

#### **Section 9.8 Military Leave.**

**Section 9.8.1 Military Leave; Typical:** Any employee who is a member of a branch of the armed forces shall be entitled to and shall be granted military absence with pay for a period not to exceed fifteen (15) days of any one (1) calendar year. Such absence shall be in addition to any vacation or other benefits provided elsewhere in this Agreement (RCW 38.40.060).

**Section 9.8.2 Military Leave; Extended:** An employee who enlists, is inducted, or recalled to active duty for a period in excess of fifteen (15) days shall be granted a leave of absence without pay for the period of military service. Such an employee shall be reinstated to the last position held or a comparable position, provided application for

such position has been made to the District within ninety (90) days after the conclusion of such military service, and provided further that such employee shall be entitled to all benefits which had accrued prior to military service.

**Section 9.9 Conference Leave:** In the event the District directs an employee covered by this Agreement to attend a conference or training program, the individual will receive his/her regular rate of pay while in actual attendance. Expenses will be reimbursed in accordance with District Policy.

**Section 9.10 Personal Leave:** Educational Assistants will be allowed two (2) personal leave days per year. These personal leave days will be with pay available on the following basis:

1. A day shall be defined as having the same length as the regular workday.
2. Personal leave may be taken in hourly increments.
3. Except in cases of an unanticipated circumstance, the day shall be scheduled at least five (5) working days prior to the leave and the Educational Assistant shall obtain a substitute if necessary.
4. The day may be used to extend a vacation period or holiday if a substitute has been arranged in advance and confirmed forty eight (48) hours in advance.
5. The days may be accumulated to a total of eight (8).

Employees who have accumulated at least twenty-five (25) personal leave hours at the end of the school/contract year will be able to cash out one (1) day of personal leave at the substitute rate or Step 1 of his/her classification. Such payment will be made on the August warrant.

Applications for personal leave will be delivered to the Executive Director of Personnel. That office will notify the Educational Assistant of approval or rejection within five (5) school days of the receipt of the application. No one can be refused a personal leave day after it has been approved. The Executive Director of Personnel shall have the right to refuse authorization only if the number of Educational Assistants selecting the same day makes staffing an unreasonable burden.

**Section 9.11 Unpaid Leave of Absence.**

**Section 9.11.1 Unpaid Leave of Absence; Short Term:** Up to three (3) days per year of unpaid leave may be granted by the Executive Director of Personnel or designee for personal reasons not covered by other provisions in this Agreement. Use of approval of unpaid leaves shall be considered in accordance with the provisions of Section 9.10 (Personal Leave), with the exception that such leave shall not accumulate from year to year. Consideration will be given for requests in excess of three (3) days in a year for extraordinary, once-in-a-lifetime type experiences. When requests for unpaid leave have been denied, unexcused absences from work will subject the employee to disciplinary action.

**Section 9.11.2 Unpaid Leave of Absence; Long Term:** Upon recommendation of the immediate supervisor and approval of the Executive Director of Personnel, a regular employee may be granted up to one year's leave of absence without pay, provided, however, that leave of absence for medical reasons shall be granted for one (1)

additional year if certified as necessary by the employee's physician. Such leave shall be subject to the following provisions:

1. Requests for a one (1) year leave shall be submitted by June 1st of each year. If personal circumstances require a later request, the District will consider the request.
2. Approved leave shall be without pay.
3. Benefits (sick leave, personal leave, seniority) shall not accumulate during such leave, nor shall earned benefits be lost.
4. Leave for one (1) year may be granted for the purpose of taking other employment in the Issaquah School District. If the employment is to replace another Issaquah School District employee on leave, the employment will be adjusted to fit the leave period of the person they are replacing. Leaves of this nature will not be allowed to run consecutively from one leave period to the next.
5. Employees hired to fill positions of employees on leave of absence will be classified as replacement employees. Replacement employees shall be defined as those employees (not substitutes) with assignments in excess of thirty (30) consecutive days but on a non-continuing basis to replace an employee on leave with return privileges. Said replacement employee shall be subject to the terms of this Agreement with the following exceptions:
  - a. layoff and recall provisions
  - b. leave provisions other than disability and bereavement
  - c. Union security provisions
6. Employees on leave must notify Personnel by March 1st of each year of their intent to return.
7. Prior to new hires, the returning employee will be assigned up to the same number of hours as before the leave of absence, as hours are available and subject to layoff procedures.

## **ARTICLE 10 — DISCIPLINARY ACTION, PROBATION, AND TERMINATION**

**Section 10.1 Disciplinary Action:** Disciplinary action for purposes of this article shall mean verbal warnings, written reprimands, suspensions or involuntary terminations.

**Section 10.1.1 Disciplinary Action; Representation:** An employee shall be entitled to have a representative of the Union present during any meeting which might be reasonably expected to lead to disciplinary action. When a request for such representation is made, the discussion of such matters of concern shall not be conducted until such representative of the Union has reasonable opportunity to be present. Reasonable opportunity shall mean up to three (3) workdays from the time of notice to meet unless mutually agreed to extend the deadline.

**Section 10.1.2 Disciplinary Action; Meetings:** Meetings between the employee and District shall occur at mutually convenient times when the employee, the Union, and District representatives may be available.

**Section 10.1.3 Disciplinary Action; Progressive Discipline:** The District may suspend and/or terminate any employee for intoxication on the job, insubordination, improper conduct or other serious infractions. In all other cases, the District shall follow a policy of progressive discipline, which includes verbal warning and written reprimand, suspension,

and/or involuntary termination. The employee shall have the right to face any accusers as part of the grievance process.

**Section 10.1.4 Disciplinary Action; Just Cause:** No employee shall be disciplined, reprimanded, suspended, or terminated without just cause.

**Section 10.1.5 Disciplinary Action:** Upon request, written reprimands shall be removed from an employee's personnel file after twenty-four (24) months following receipt of the reprimand, provided there has not been a reoccurrence of behavior that is the same or similar to that which generated the letter. 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 personnel file.

**Section 10.2 New Employee Probation; Duration:** Newly hired employees shall complete a ninety (90) workday 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 or unexcused absence. Prior to the close of the probationary period the employee's immediate supervisor shall complete an evaluation of the employee's performance. If an Educational Assistant requests and receives a transfer during the probationary period, the ninety (90) workday probationary period will begin over on the first day of work in the new assignment.

**Section 10.2.1 New Employee Probation; Completion:** Within ten (10) work days prior to the completion of the employee's probationary period, the immediate supervisor shall meet with the employee to share the evaluation results.

**Section 10.2.2 New Employee Probation; Job Descriptions:** Probationary employees shall receive a packet of Educational Assistant job descriptions upon employment with the District with a cover sheet indicating relevant job descriptions for which they are being hired.

**Section 10.2.3 New Employee Probation; Evaluation:** A probationary employee shall receive a copy of his/her evaluation, signed and dated by the appropriate supervisor.

**Section 10.2.4 New Employee Probation; Termination:** Probationary employees may be terminated from employment without cause.

### **Section 10.3 Involuntary/Voluntary Termination.**

**Section 10.3.1 Involuntary/Voluntary Termination; Involuntary:** The District shall give employees ten (10) work days notice of job termination. Such notice shall include the employee's eligible benefits, causes for termination, and any appeals process which may be available through this Agreement.

**Section 10.3.2 Involuntary/Voluntary Termination; Voluntary:** 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 10.3.3 Involuntary/Voluntary Termination: COBRA AND Self-Pay Options:**

Employees who are terminated or laid off shall be entitled to convert vacation pay into wages. Employees who lose their eligibility for District-provided contributions to insurance benefits as a result of termination, layoff or reduced hours may, at their option, continue to pay for any insurance, wage, or benefit plans, for up to eighteen (18) months from the date of layoff or reduction in hours or any longer period provided by law, provided such arrangements are acceptable to the respective insurance companies. Any missed or late payment shall terminate the plan.

**ARTICLE 11 — EVALUATION**

**Section 11.1 Initial Evaluation:** 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 11.2 Annual Evaluation:** Employees within the bargaining unit shall be formally evaluated at least once annually prior to June 1 of each year and may be formally evaluated at any time. Newly hired probationary employees shall be evaluated prior to the close of the ninety (90) workday probationary period.

**Section 11.3 Unsatisfactory Performance.**

**Section 11.3.1 Unsatisfactory Performance:** 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 then (10) days of employee notification.

The immediate supervisor shall place the employee on a formal performance improvement plan. 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 oral 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 feedback regarding 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. 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.

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.

**Section 11.3.2 Violation of Evaluation Process:** Alleged violations of the evaluation process shall be subject to the provisions of the grievance procedure. The opinion of the evaluator is not subject to the grievance procedure.

## **ARTICLE 12 – LABOR-MANAGEMENT COMMITTEE**

**Section 12.1 Participants:** The Union and the District will form a labor-management committee (LMC) consisting of not more than five (5) bargaining unit members and not more than five (5) District representatives. Every effort will be made to provide at least two (2) continuing members from each side.

**Section 12.2 Purpose & Scope:** The purpose of the committee is to attempt to resolve problems that may arise that are of a group, rather than individual concern. Whenever possible, notice will be provided to members of topics to be discussed. Neither party can obligate the other to negotiate changes to the Agreement. However, any agreements reached that change the contract must be ratified by both parties. All agreements need to be in writing and attached to the Agreement. The LMC will meet at least three (3) times during the school year.

## **ARTICLE 13 — GRIEVANCE PROCEDURE**

### **Section 13.1 Definitions.**

**Section 13.1.1 Definitions; Grievant:** A "grievant" shall mean an employee or group of employees filing the grievance.

**Section 13.1.2 Definitions; Grievance:** A "grievance" shall mean a written claim by a grievant that a dispute or disagreement of any kind exists involving application of the terms of this Agreement.

### **Section 13.2 Right to Representation:**

**Section 13.2.1 Right to Representation; Recognition:** The District shall recognize grievance representatives upon their identification by the grievant. If requested by the grievant, at least one Union representative shall be present for any meetings, hearing, appeals, or other proceedings to a grievance which has been filed, provided, however, that representation shall not be unreasonably withheld in order to frustrate the timely processing of the grievance.

**Section 13.2.2 Right to Representation; Union Initiated Grievance:** If a grievance affects a group of employees, the Union may initiate and submit such grievance on their behalf. The Union may process such grievance through all levels of the procedure, provided two (2) or more named employees wish to do so.

**Section 13.2.3 Right to Representation; Who Receives Grievance:** Grievances involving the administrator above the building level must be filed with that administrator.

**Section 13.3 Individual Rights:** Nothing contained herein shall be construed to limit the right of any employee having a complaint to discuss the matter through administrative channels and to have the problem adjusted without intervention of the Union, provided such adjustment is not in violation of this Agreement.

**Section 13.4 Procedure:**

**Section 13.4.1 Procedure; Step 1:** The parties acknowledge that it is most desirable for any employee and the immediate supervisor to resolve problems through free and informal communications. Within thirty (30) work days after the grievant has knowledge, or reasonably should have had knowledge, of the grievance which is the basis of the complaint, the grievant shall present the grievance in writing to the immediate supervisor, who will arrange for a meeting to take place within five (5) work days after receipt of the grievance. The supervisor shall provide the aggrieved party and the Union with a written answer to the grievance within ten (10) work days after the meeting. Such response shall include the reason(s) upon which the decision was based.

**Section 13.4.2 Procedure; Step 2:** If the grievant is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within ten (10) work days after the Step 1 meeting, then the grievance must be referred to the Executive Director of Personnel/designee within fifteen (15) work days after the Step 1 meeting or the grievance will be considered withdrawn. The Executive Director of Personnel/designee shall arrange for a hearing with the grievant to take place within ten (10) work days of receipt of the appeal. The parties shall have the right to be represented and to present such witnesses and documents as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Executive Director of Personnel/designee will have ten (10) work days to provide a written decision, together with the reason(s) for the decision to the grievant and the Union.

**Section 13.4.3 Procedure; Step 3:** If the grievant is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within ten (10) work days after the Step 2 meeting, then the grievance must be referred to the Superintendent or official designee within fifteen (15) work days after the Step 2 meeting or the grievance will be considered withdrawn. The Superintendent or designee shall arrange for a hearing with the grievant to take place within ten (10) work days of receipt of the appeal. The parties shall have the right to be represented and to present such witnesses and documents as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or designee will have ten (10) work days to provide a written decision, together with the reason(s) for the decision to the grievant and the Union.

**Section 13.4.4 Procedure; Step 4:** In the event the grievant is not satisfied with the disposition of the grievance in Step 3, or if no written decision has been rendered within ten (10) work days from the conclusion of the hearing at Step 3, then the Union may submit the grievance within fifteen (15) work days after the Step 3 hearing to the Public Employment Relations Commission for arbitration or the grievance will be considered withdrawn. The terms of arbitration proceedings shall include the following:

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

2. The arbitrator shall render the decision in writing no later than thirty (30) working days after the conclusion of the hearings, or, if oral hearings are waived, then thirty (30) working days from the date statement and proofs were submitted to the arbitrator.
3. 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 power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - 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. In the 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.
4. The fees of the arbitrator, the cost of transportation, and other necessary general costs shall be shared equally by the District and the Union. All other costs will be borne by the party incurring them.

**Section 13.4.5 Procedure; Mediation:** At any point in the grievance process, if both parties agree that mediation may be beneficial in resolving the grievance, mediation may be utilized. If the parties reach an agreement through mediation that resolves the grievance, the agreement will be put in writing and both parties will sign the agreement and abide by its terms. If mediation is desired by both parties, the parties will confer regarding the selection and costs of a mediator, as well as any exceptions to the timelines of this Article that may be necessary.

## **ARTICLE 14 — STAFF DEVELOPMENT**

**Section 14.1 SEIU/District Staff Development Philosophy:** The District and the Union affirm their commitment to an ongoing system of staff development and training that will provide opportunity for the development of the potential occupational and professional knowledge, skills and abilities of each employee.

**Section 14.2 SEIU Staff Development Fund:** Effective September 1, 2008, the District shall allocate thirteen thousand dollars (\$13,000) annually (September 1) into the SEIU Staff Development Fund. Unused funds at the end of the year (August 31), if any, will be carried forward from year to year provided that the District only needs to supplement this fund and the carryover, if any, at the beginning of each school year to ensure that said fund contains thirteen thousand dollars (\$13,000) for the ensuing school year. Generally this fund shall not be used for any training that the District typically does on an annual basis, such as CPR/First Aid and RIGHT RESPONSE training that are delivered to employees to meet basic job requirements.

**Section 14.3 SEIU Staff Development Committee:** The District and the Union shall form a Staff Development Committee for the purpose of determining the appropriate use of the SEIU Staff Development Fund. The committee may also develop a staff development plan on an annual basis. The composition of the committee shall include SEIU members appointed by SEIU and at least one representative from the Administration.

Determinations of purpose and guidelines for use of the Staff Development Fund shall be included as an appendix to this agreement.

If an Annual Staff Development Plan is developed, a copy of the Annual Staff Development Plan shall be provided to each bargaining unit employee at the beginning of each year of the fund (September 1).

Regardless of the existence of an Annual Staff Development plan, the committee shall set aside a portion of the fund to be used for tuition reimbursement of acceptable programs and classes.

If a specific staff development plan is not developed for a given year the full fund shall be available under the guidelines of tuition reimbursement.

**Section 14.4 In-Service Trainings:** In-services, when required by the District, will be provided during working hours with substitutes provided for employees involved. If held after work hours, employees shall be compensated at their regular rates of pay. In addition, any state or federal training required of employees by the District shall be provided using this same basis for compensation.

## **ARTICLE 15 – UNIQUE NEEDS SPECIALIST – EDUCATIONAL ASSISTANTS**

**Section 15.1 UNS-EA's; Exclusions:** Unless otherwise noted in this Article UNS-EA's are not subject to Article 16 (Assignment of Hours, Reduction in Hours, Layoff and Transfer Procedure)

### **Section 15.2 Guidelines for Assignment and Termination of Assignment for UNS-EA's.**

**Section 15.2.1 UNS-EA; Assignment:** A system for the assignment and termination of assignment of UNS-EA work shall be designed under the following guidelines:

1. UNS-EA assignments shall supplement the assigned hours to the building and shall not be considered as a factor in determining the proper EA staffing in a building or program.
2. UNS-EA's may perform work outside of their assignment providing that any work they perform is supplemental to the building/program needs.
3. Assignments shall be one-to-one direct work on behavior and academic programs with a specific student (Except in the case of ISEP UNS-EA's) and shall be used to supplement, not replace, the existing staffing levels assigned to that student.
4. If the student is no longer available for services, such as the student moved out of the ISD or is hospitalized indefinitely, the assignment may be terminated after ten (10) work days of the notice and the UNS-EA will be placed on the On-Call List if no other assignment is available.
5. When the assignment is terminated the UNS-EA shall be placed on the On-Call List and, if qualified, placed into the next available assignment, subject to the On-Call List rules.

**Section 15.2.2 UNS-EA; Determination of Need for Assignment:** Special Services shall make the determination, based on staff input, that a situation of severe

circumstances is present and warrants an UNS-EA assignment. This determination shall be determined based on assessing whether:

1. unpredictable behavior of a student places the student, other students and staff in harms way,
2. the frequency and intensity of the unpredictable behavior is profound.
3. it is clear that in order for the educational program of the student to be successful staff with additional or specialized training is required.

**Section 15.2.3 UNS-EA; Placement:** Special Services will assign an UNS-EA based on qualifications, seniority and availability to a student. An UNS-EA will be assigned based on student enrollment and student needs to ensure that individual needs are met and that the instructional integrity of the classroom continues.

UNS-EA's shall have notice of at least forty-five (45) work days prior to the termination of the assignment to provide a transition period, unless the student is no longer available for services with the ISD.

**Section 15.3 UNS-EA; On Call List:** If a UNS-EA is placed on the On Call List the following shall apply:

1. The UNS-EA is placed at the top of the EA sub list and shall be offered any available EA substitute work.
2. The UNS-EA shall have access to the EA Bus Monitor Substitute List and shall be offered any available work.
3. The On-Call List shall be an ordered list such that the first person on the list is the first person evaluated for qualification for an open assignment.

**Section 15.4 UNS-EA; Substitutes and Breaks:** Effective upon ratification by the parties, when a unique needs specialist requires a substitute for any reason, the administrator will designate an educational assistant from an in-house EA volunteer pool. Any EA may be given the option of receiving RIGHT RESPONSE and TOOL KIT training and adding their name to the substitute pool. If there are no volunteers, the administrator will designate the least senior in-house RIGHT RESPONSE trained EA to substitute. Such designation will not apply in those instances where the District has contracted out for services to fulfill the role of a Unique Needs Specialist. The administrator will also insure that the UNS-EA substitute assigned has access to the student IEP and any other plans that are in place (eg. crisis plans, positive behavior support plans, absence plans including coverage for breaks and lunch, etc.)

1. When performing the UNS-EA function the designated relief EA shall be paid the UNS-EA wage rate for a minimum of one (1) hour of pay per day at the UNS rate.
2. UNS-EA lunch and rest breaks shall be covered by the relief EA.
3. The relief EA will be assigned to work as the UNS-EA substitute, if needed, and a regular EA substitute will sub for the relief EA such that only trained staff is working in the role of the UNS-EA.

Any staff member performing the UNS-EA substitute function who has concerns with the assignment as it relates to safety may address such concerns with the building administrator. The District may at its discretion assign additional staff/resources to ensure that the UNS breaks or lunch periods are appropriately covered.

**Section 15.4.1: UNS-EA Long Term Absences:** Effective upon ratification by the parties, when a unique needs specialist is absent for three (3) or more consecutive days for illness or some other District approved absence, such absence will be filled from an in-house pool of volunteer EA's who will have first choice for this position. If an in-house volunteer EA is not available, such absence will be filled from a pool of District wide volunteer EA's. If there are no volunteers, the administrator will designate the least senior RIGHT RESPONSE trained EA from the District pool as identified above to serve as a substitute. Such designation will not apply in those instances where the District has contracted out for services to fulfill the role of a Unique Needs Specialist. The administrator will also insure that the UNS-EA substitute assigned has access to the student IEP and any other plans that are in place (eg. crisis plans, positive behavior support plans, absence plans etc.).

Any staff member performing the UNS-EA substitute function who has concerns with the assignment as it relates to safety may address such concerns with the building administrator. The District will create a process whereby EA's may indicate an interest for making themselves available as an UNS-EA substitute by June 1, of each school year. EA's placed on the volunteer substitute list will remain on such list for one school year.

**Section 15.5 ISEP UNS-EA's:** UNS-EA's assigned to the ISEP program shall be considered on permanent assignment unless notified of assignment termination under the guidelines defined in this agreement.

**Section 15.6 UNS-EA; Additional Hours, Transfer and Applying for Vacancies:**

**Section 15.6.1 UNS-EA; Additional Hours:** UNS-EA's may add additional hours outside of their currently assigned schedule. They shall be subject to Section 16.3 (Assignment of Additional Hours Procedure) with the understanding that they are employees of ISD Special Services and not attached to any one building and would apply to open positions as district-wide Education Assistants.

**Section 15.6.2 UNS-EA; Transfer:** UNS-EA's may utilize Section 16.4 (Worksite Transfers) for the purpose of transferring into an EA classification, but may only do so in-between assignments or at the discretion of the Personnel Department.

**Section 15.6.3 UNS-EA; Vacancies:** UNS-EA's may apply for an open position in the bargaining unit at anytime with the understanding that, as UNS-EA's, their work site is considered to be Special Services and therefore they are considered for open positions as District-Wide employees.

**ARTICLE 16 – ASSIGNMENT OF HOURS, REDUCTION IN HOURS, LAYOFF AND TRANSFER PROCEDURE**

**Section 16.1 Definitions.**

**Section 16.1.1 Definitions; Initial Assignment of Hours Period:** The period of time following the spring allocation of hours through September 30<sup>th</sup>.

**Section 16.1.2 Definitions; Additional Assignment of hours:** Those hours assigned from October 1 through the end of the school year.

**Section 16.1.3 Definitions; Previous Base Hours:** Those hours assigned and held to an employee as of February 1<sup>st</sup> of the previous school year, with the following exceptions: overload hours, leave replacement hours, emergency hours that are eliminated within 45 working days of assignment, or hours designated as lasting no more than 45 working days when assigned. Except when assigned through the building preference pool provisions in Section 16.3 (Assignment of Additional Hours) and Section 16.5 (Reduction in Hours Procedure).

**Section 16.1.4 Definitions; PTSA or Foundation Funded Assignments:** PTSA or foundation funded assignments shall not be included in Previous Base Hours, but if they continue into the following school year the employee holding them shall be given preference to retain them.

**Section 16.1.5 Definitions; Reduction in Hours:** Employees shall be deemed to have been reduced in hours when their current annual assigned hours are reduced below their previous base hours.

**Section 16.1.6 Definitions; Seniority:** Seniority shall mean the length of continuous service within the bargaining unit. Seniority shall terminate upon discharge, voluntary termination, expiration of recall rights, or leaving the bargaining unit to accept a position within the ISD but outside the bargaining unit.

**Section 16.1.7 Definitions; Building Preference Pool:** A list of employees, in seniority order, who have been reduced in hours.

**Section 16.1.8 Definitions; Excessed:** Employees shall be deemed to have been excessed when they are reduced to zero (0) hours at their worksite.

**Section 16.1.9 Definitions; Layoff:** The termination of employment due to a need identified by the Employer to reduce staffing because of a change in program needs or financial necessity or as defined through a reduction of hours.

**Section 16.1.10 Definitions; Recall Pool:** The recall pool is the pool of employees who have been laid-off and have a right to a position in their classification for up to one year.

**Section 16.1.11 Definitions; Qualified:** For the purposes of this section qualified shall mean previous experience, demonstrable abilities, the ability to train into a position within a reasonable period of time, or training, as determined by the Employer.

**Section 16.1.12 Definitions; Classification:** The job category from which the employee was laid-off.

**Section 16.1.13 Definitions; General Supervision Duties:** Assignments including, but not limited to; recess, lunchroom, bus patrol, crosswalk, commons, parking lot, etc.

**Section 16.2 Initial Assignment of Hours. (Through September 30)**

**Section 16.2.1** The Issaquah School District shall determine the allocation of hours to Buildings.

**Section 16.2.2 Notification of Allocation of Hours to Buildings:** Within forty eight (48) hours after the building principals have received their initial allocation of hours the District shall notify the union of the allocations. The notification shall include the same spreadsheet that the principals receive, noting the assigned hours to each program. The initial notification shall also include the current allocation to be used for comparison purposes. In addition to the initial notification the District shall send supplemental notifications at the end of May, June and August.

**Section 16.2.3** The Building Principal/Program Manager shall determine the number of EA's needed to cover building needs. The Union may submit the Building Principal/Program Manger's determination to a review panel in order to evaluate the buildings needs and how many EA's are needed in order to operate.

1. The review committee shall consist of three (3) representatives from the union and three (3) representatives from the District.
  - a. It is recommended that the union representatives be the Chapter President, Vice President of Conflict Resolution and the Organizer Representative.
  - b. It is recommended that the District representatives be the Director of Employee Relations, a principal supervisor and a non-interested principal.
2. By reaching consensus, the decision of the review panel shall be final and binding. If the review panel cannot come to consensus on the building's needs the recommendation of the Principal/Program Manager shall be maintained. The union may, at its discretion, file a grievance to resolve the matter.

**Section 16.2.4** Preference forms shall be distributed by April 15<sup>th</sup>. Employees shall fill out preference forms (located in Appendix Section) and turn it in to the Building Principal/Program Manager by May 1st.

**Section 16.2.5** Principal/Program Managers determine assignments based on preference forms and building needs. Assignments shall be distributed by the last day of school.

**Section 16.2.6** Based on seniority and to the extent possible, the District will guarantee, for the number of positions needed in the building, a minimum of hours equal to each EA's Previous Base Hours, until the initial allocation of hours has been exhausted. Actual daily schedules, including starting and stopping times, may not be available until one week prior to the first day of school.

**Section 16.2.7** All schedules may include supervision duties. To the extent possible and if practicable, no more than two hours of each assignment shall consist of general supervision duties. An extension of time of up to thirty minutes will be allowed beyond this two hour limit. General outdoor supervision duties shall not be assigned for more than one hour consecutively. This shall not be combined with Section 16.3.6 to exceed the 2.5 hours of supervision limit. An exception to this provision may be made with the employee's approval. Such approval shall be documented in writing, signed by the employee and the principal/program manager and attached to the preference form.

**Section 16.2.8** A more senior employee shall not receive a reduction in hours before a more junior employee in the building, subject to Section 16.5 (Reduction in Hours Procedure).

**Section 16.2.9** If a position in a building is vacated that requires replacement of the individual in order to maintain the minimum number of employees needed in the building, preference forms shall be considered prior to the position being offered to someone requesting transfer. Prior to filling the open position that remains, the position shall be offered to someone requesting transfer or offered to someone through the Excess Procedures prior to posting.

**Section 16.2.10** All hours allocated through September 30 of the following school year shall utilize this procedure.

**Section 16.3 Assignment of Additional Hours Procedure. (Beginning October 1)**

**Section 16.3.1** Beginning October 1 of each contract year, when time is added to a building or program the Principal/Program Manager shall first notify the employees in the affected program/classroom and then post on the staff bulletin board the additional time available.

**Section 16.3.2** Those interested shall notify the Principal/Program Manager of such interest. Such demonstration of interest by bargaining unit employees in the building may include a proposal to change the employees current work schedule in order to accommodate the additional hours. The Principal/Program Manager will make the final decision regarding any schedule change.

**Section 16.3.3** The additional time in a building shall be offered to qualified bargaining unit employees in the following order;

1. first to those bargaining unit employees in the affected classroom/program, in seniority order,
2. second to those bargaining unit employees in the building preference pool who need to regain their previous base hours.
3. third to those bargaining unit employees in the building, in seniority order,
4. fourth to those bargaining unit employees in the School Age Care program located at the building worksite in seniority order,
5. fifth to bargaining unit employees district-wide in seniority order.

**Section 16.3.4** The additional time in a School Age Care Program (SAC) shall be offered to qualified bargaining unit employees in the following order;

1. first to those bargaining unit employees in the affected School Age Care program, in seniority order,
2. second to those bargaining unit employees in the building preference pool (SAC) who need to regain their previous base hours.
3. third to those bargaining unit employees in the building, in seniority order,
4. fourth to bargaining unit employees district-wide in seniority order.

**Section 16.3.5** If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior

employee(s), the District shall inform the employee and the union its reasons for the bypass.

**Section 16.3.6** Hours that remain unassigned after this process may be assigned by the principal, provided that assignment does not extend the work day by more than fifteen (15) minutes at either end or add more than one-half (1/2) hour of contiguous time within the work schedule. The principal shall give a good faith consideration if the bargaining unit employee informs him/her of external circumstances interfering with this additional assignment.

#### **Section 16.4 Worksite Transfers.**

**Section 16.4.1** An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the building administrator, at which time the employee shall be notified of the reason for the transfer or reassignment. This notification shall be in writing, if requested by the employee. If not satisfied with this meeting, the employee may request a meeting with the Executive Director of Personnel or designee to discuss the matter further. The employee may, at his/her option, have a representative of the Union present at such meeting.

**Section 16.4.2** The following procedure shall apply for voluntary transfers:

1. The employee requesting such transfer shall fill out a Voluntary Transfer Request Form (Appendix C) and submit the completed form to the personnel department by May 1. Submitted forms shall be valid for twelve (12) months from the date received in the personnel department. A separate form shall be required for each worksite for which the employee wishes to transfer. The form shall include assignments and hours the employee is interested in transferring to.
2. When open positions become available during the school year (August 16 through June 30) those requesting transfer shall be interviewed and considered before positions are offered to employees on the excess or recall list. If there is no excess or recall list, transfer request forms shall be considered as applications to open positions, along with other in-district applicants, only if the open position fits the criteria on the form.
3. During the non-school year (July 1 through August 15), those requesting transfer shall be interviewed and considered before positions are offered to excessed and laid-off bargaining unit employees or open positions are posted district-wide.

#### **Section 16.5 Reduction in Hours Procedure.**

**Section 16.5.1** When reductions in hours are necessary at a site, the reduction shall affect employees in seniority order with the least senior employee being affected first, to the extent possible within the parameters required by building/program needs.

**Section 16.5.2** If building/program needs or the qualifications of an employee does not permit the reduction of the least senior employee's hours, the reduction process will continue from the next least senior employee until the number of hours lost by senior employees has been offered to those employees.

**Section 16.5.3** If an employee has been reduced to zero hours (no time at the worksite), they shall be deemed to have been excessed and enter into the Excess Procedure.

**Section 16.5.4** An employee who is reduced in hours shall be placed in a building preference pool for the following school year. Assignment of time to employees in a building preference pool shall be governed by the Additional Assignment of Hours Procedure. However, time assigned to someone in the building preference pool shall be considered as Previous Base Hours even if they are assigned after February 1.

**Section 16.5.5** During the period the building preference pool is in effect if any additional hours become available they shall be offered to employees in the preference pool, in compliance with the additional assignment of hours language (Section 16.3). Such hours shall be assigned in seniority order until all employees in the building preference pool have had their previous base hours reinstated. Employees who refuse the additional hours shall be removed from the building preference pool.

### **Section 16.6 Excess Procedure.**

**Section 16.6.1** When an employee is excessed through the initial assignment of hours procedure for the following school year they shall be placed on the Excess List in seniority order on July 1 and the following procedures shall apply:

1. Employees on the excess list shall retain accrued sick leave, vested vacation rights and seniority.
2. Employees shall be offered open positions in the bargaining unit in seniority order, provided they are qualified, until the August Deadline (August 31st). This article shall be subject to the Transfer Procedure.
3. Employees who had an assignment of at least four (4) hours and are offered an open position of less than four (4) hours may decline such an offer without loss of recall rights, unless the employee is already at the bottom of the Excess List in which case the following section (Section 16.6.1 [4]) shall apply.
4. Employees offered an open position may decline such an offer once without loss of recall rights. However, an employee exercising this right shall be placed at the bottom of the Excess List. If all employees on the Excess List refuse the open position the least senior employee on the list shall be required to accept the open position. Refusal shall constitute resignation from District employment.
5. If employees refuse a four (4) hour or greater position more than once they shall be deemed to have terminated their employment with the Issaquah School District.
6. After the August Deadline a Layoff List shall be developed by taking the number of employees on the Excess List and identifying the same number of employees in the bargaining unit in inverse seniority order such that the least senior employees shall be on the Layoff List.
7. Employees on the Excess List who are identified on the Layoff List shall immediately be laid off.
8. Those employees identified to be on the Layoff List shall be immediately notified that they have been laid off and informed of their right to file for unemployment benefits.
9. Employees on the Excess List who were not laid-off because of their seniority status shall be asked, in seniority order, for a preference of the open positions

vacated by laid-off employees. These employees shall be placed in the positions according to their preferences.

**Section 16.6.2** If an employee is excessed during the school year the following procedures shall apply:

1. The employee shall be offered any open bargaining position currently available in the District, providing they are qualified to fill the position. (Subject to the Transfer Procedure)
2. The employee may refuse an open position if it has two (2) or more fewer hours than the employee's previous assignment, or it is less than four (4) hours, provided the employee had four (4) or more hours.
3. The employee shall displace the most junior employee in the District, provided the senior employee is qualified for the position. In lieu of displacing a junior employee, a senior employee who has been excessed may elect layoff.

**Section 16.6.3** Employees on the excess list shall retain accrued sick leave, vested vacation rights and seniority.

### **Section 16.7 Layoff Procedure.**

**Section 16.7.1** The Employer shall schedule a special Labor/Management meeting at least sixty (60) days prior to implementing a district-wide reduction of hours that may result in the layoff of one or more employees. During the Labor/Management discussion the Employer shall specify the need for the reduction of staff and the severity of the reduction. At this meeting the Employer shall provide the Union with the following information:

1. Updated seniority list.
2. Documentation to support the necessity for the reductions.
3. Plan of action, including the timelines the Employer is considering.

**Section 16.7.2** Prior to implementing the reduction plan the Union shall have the opportunity to call a follow-up Labor/Management meeting to discuss alternative solutions to the layoff or solutions that may lower the impact of such a layoff.

**Section 16.7.3** Employees will be laid-off by:

1. The Reduction-In-Hours and Excess Procedures.
2. Inverse order of seniority.

**Section 16.7.4** Employees who are laid-off shall be placed in a Recall Pool for up to one (1) year.

### **Section 16.8 Recall Procedure.**

**Section 16.8.1** Employees, when notified they will be placed in the recall pool, shall be given the recall form to fill out. The form shall request current contact information, including; address, phone number, alternate contact name and phone number (if necessary). The form shall also state the employee is required to notify the Employer of

any changes or additional contact information if they will be absent more than five (5) business days.

**Section 16.8.2** Employees in the recall pool shall retain accrued sick leave, vested vacation rights and district seniority. Employees shall not accrue additional benefits or rights while in the recall pool unless they are working in a bargaining unit position outside of their original classification.

**Section 16.8.3** Employees who are placed in the recall pool shall be ordered by district seniority and shall be offered open positions in the bargaining unit in that order, provided they are qualified, subject to the Transfer Procedure.

**Section 16.8.4** Employees offered a position of less than four (4) hours may decline such offer without loss of recall rights, provided they had four (4) or more hours in the position from which they were laid off.

**Section 16.8.5** An employee who refuses recall to a position more than once shall be removed from the recall pool.

**Section 16.8.6** The District will first attempt to contact persons selected for recall by telephone. Such successful contact shall be followed by a confirming letter. If not successful, the District will send notification by certified mail. The individual will have five (5) business days from receipt of notification to accept the position. If employees fail to accept the position in writing within the time limit above it will be assumed that they have declined the position. Written notification from an employee to accept a position, for the purposes of this section only, shall include hand written notes, mailed letters, faxes and e-mails.

**Section 16.8.7** The District will notify the Union immediately of each individual selected for recall.

**Section 16.8.8** Persons in the recall pool shall be responsible for maintaining their current address and telephone number with the Personnel Office.

## **16.9 Emergency Hours.**

**Section 16.9.1 Emergency Hours; Purpose:** Circumstances that would necessitate the addition of emergency hours would be a dramatic change in a child's behavior or academic ability.

**Section 16.9.2 Emergency Hours; Assigned:** Educational Assistant hours would increase to meet the needs of the student.

**Section 16.9.3 Emergency Hours; Tracking:** Emergency hours shall be tracked by the District Special Services Department.

**Section 16.9.4 Emergency Hours; Notification:** The SEIU Chapter President shall be notified of any emergency hours assigned.

**Section 16.9.5 Emergency Hours; Continuing:** If the District Special Services Department deems that the emergency hours assigned are necessary for more than

forty five (45) work days, the Executive Director of Special Services and the SEIU Chapter President shall consult regarding whether such hours will be converted to temporary or continuing hours.

**Section 16.9.6 Emergency Hours; Labor Management:** Each case may be subject to discussion in a Labor/Management meeting initiated by the District or SEIU.

**Section 16.10 Supported Employment:** A supported employment employee is a worker hired for a limited time only. Such an employee is hired with the understanding the employment will end upon completion of a particular task for which s/he was 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 learning disabilities and other mild handicaps to become successful independent adults. A strong emphasis will be placed on matching the individual skills and interests of the individual to the specific position needs of the District. The District agrees such employment will not take work away from regular Educational Assistants. Such employees will be paid at Step 1 of regular Educational Assistant wages.

## **ARTICLE 17— WAGE PLACEMENT**

**Section 17.1 Placement on the Wage Schedule:** At the time of the original employment or reemployment, the Executive Director of Personnel, or designee, shall determine the proper placement on the wage schedule.

**Section 17.2 Wage Placement upon Recall from Layoff:** Employees recalled from layoff status shall be placed on the step held at the time of layoff, or advanced one step if advancement is appropriate.

**Section 17.3 Increments:** For the duration of the contract bargaining unit employees shall receive annual increment steps based on their years of service. Such increments shall occur on September 1 of the new contract year. Bargaining unit employees with less than one year of service shall receive an increment if they were hired before February 1<sup>st</sup> of the prior contract year.

**Section 17.4 Pass-Through and Cost of Living Adjustments (COLA's):** For the duration of the contract the rates on the wage schedule shall be increased by the annual COLA or pass-through identified by the State of Washington through legislation or initiative.

**Section 17.5 Premium Pay:** Premium pay shall be given to employees for hours worked in LRC II programs or at the Echo Glen worksite. The premium rate is \$.50 per hour at the Echo Glen worksite. Effective 2007-2008 school year, LRC II premium pay will increase to \$.60¢ per hour. Effective 2008-2009 school year, LRC II premium pay will increase to \$.70¢ per hour. Effective 2009-2010 school year, LRC II premium pay will increase to \$.80¢ per hour.

**Section 17.5.1 LRCII Pay:** Effective upon ratification by the parties, an LRC I EA who performs the function of catheterization, suctioning, tube feeding, and/or diapering/toileting that requires training for lifting/transferring a student to a changing

table will be paid one (1) hour per day per student at the LRC II rate of pay for the time he/she performs any of these functions if authorized to perform these functions by Special Education Services.

**Section 17.6 Wage Increases; Equity.**

**Section 17.6.1 Wage Increases; Equity; 2007-2008(September 1 – August 31):** Each step on the wage schedule receives a COLA plus a one-half percent (0.5%) increase with the exception of Unique Needs Specialist who will receive an increase of two dollars (\$2.00) per hour.

**Section 17.6.2 Wage Increases; Equity; 2008-2009(September 1 – August 31):** Each Step on the wage schedule receives a COLA plus a one-half percent (0.5%) increase.

**Section 17.6.3 Wage Increases; Equity; 2009-2010(September 1 – August 31):** Each Step on the wage schedule receives a COLA plus a one-half percent (0.5%) increase.

**Section 17.7 Current Wage Rates:** See Appendix A for current wage rates.

**Section 17.8 Temporary Assignment as Secretary:** Bargaining Unit Employees who substitute in established secretarial positions when a secretary is absent shall be compensated at the Bargaining Unit Employee's regular hourly rate plus \$.75 per hour for those hours worked as a secretary.

**Section 17.9 Longevity Pay:** Effective 2007-2008 and for the duration of the contract, employees beginning their fifteenth (15<sup>th</sup>) year of service with the District shall receive an additional \$0.10¢ per hour. Employees beginning their twentieth (20<sup>th</sup>) year of service with the District shall receive \$0.20¢ per hour.

**ARTICLE 18 – HEALTHCARE**

**Section 18.1 Health Benefits Pool.**

**Section 18.1.1 Health Benefits Pool; Pool Fund:** The District shall contribute an amount of money for health benefits equal to the total bargaining unit full-time equivalency (FTE) times the monthly state contribution for health benefits:

$$[\text{Total individual EE daily hours}] (x) [\# \text{ of Paid Days}] (x) [\text{State Contribution}] = \text{monthly amount available for SEIU pool.}$$

EE == employee  
1440 hours == 1 FTE

**Section 18.1.2 Health Benefits Pool; Eligibility:** Each Educational Assistant with a regular assignment of an average of twenty (20) hours or more per week on the October payroll cutoff of each year shall be eligible for the pooling amount towards health benefits.

**Section 18.1.3 Health Benefits Pool; Non-Medical Benefits:** The cost of mandatory group dental, life, and vision insurance premiums will be subtracted from the pool first with the remainder applied toward medical benefits.

**Section 18.1.4 Health Benefits Pool; Out-of-Pocket Costs:** If selected medical plan premiums exceed the funds available from the pool, the excess costs will be paid by automatic payroll deduction from those employees whose premiums exceed the maximum amount available.

**Section 18.1.5 Health Benefits Pool; Pooling Calculation:** The pooling calculation will be done twice during the year in September and October. No adjustments to the amounts calculated by the October payroll cutoff date will be made until the following October. September benefits remain on the basis as calculated the previous October.

**Section 18.1.6 Health Benefits Pool; Open Enrollment:** The open period for current employees to change insurance coverage shall be from the first work day of the school year until October 15. Employees newly eligible for insurance benefits may enroll when they become eligible.

**Section 18.1.7 Health Benefits Pool; Funding Adjustments:** The District will supplement the pool by \$5.00 per FTE per month.

**Section 18.1.8 Health Benefits Pool; Distribution:** The District guarantees that the pool described above will be freely distributed within the bargaining unit.

**Section 18.2 Health Benefits State Pass-Through:** For the duration of the contract the District shall increase its contribution into the SEIU Health Benefits Pool by an amount equal to the per FTE allocation identified by the Washington State Legislature multiplied by the number of FTE's in the SEIU bargaining unit.

**Section 18.3 Health Care Authority Retiree Subsidy (Carve-Out):** For the duration of the contract, the Issaquah School District shall pay the full cost of the Carve-Out without reducing the SEIU Health Benefits Pool.

## **ARTICLE 19 — CONDITIONS OF THE AGREEMENT**

**Section 19.1 Savings Clause:** Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause. In the event that the provisions of the section apply to any provision of this Agreement, such provision shall be open for negotiations.

**Section 19.2 Duration:** This Agreement shall be in full force and effect from September 1, 2007 to and including August 31, 2010.

**Section 19.3 Distribution of Agreement:** This Agreement shall be designed, printed, and distributed to all supervisors and employees within twenty (20) work days from the date of ratification by the Union and Board of Directors. The District shall pay all printing costs.

The District shall provide the Union with ten (10) additional copies within twenty (20) work days from the date of ratification by the Union and Board of Directors.

**Section 19.4 Modification of Agreement:** This Agreement may be opened for amendment(s) by the mutual consent of both parties. Requests for such amendments by either party must be in writing and must include a summary of the proposed amendments.

**Section 19.5 Signatories:**

The parties have executed this Agreement this 1<sup>st</sup> day of September, 2007. In witness whereof, the parties have hereunto set their hands and seal this

\_\_\_\_\_  
Date

**SEIU, LOCAL 925:**

**Issaquah School District 411:**

\_\_\_\_\_  
Tyler Bass, K-12 Division Director

\_\_\_\_\_  
Steve Rasmussen, Superintendent

\_\_\_\_\_  
Annie D. Costello

\_\_\_\_\_  
Milton B. Ellis, Director of Employee Relations

\_\_\_\_\_  
Shanna Drake, Co-President

\_\_\_\_\_  
Pat Walker, Co - President

\_\_\_\_\_  
Leslie Ann Smith

\_\_\_\_\_  
Chris Svensson

**ISSAQUAH SCHOOL DISTRICT NO. 411  
EDUCATIONAL ASSISTANT SALARY SCHEDULE  
Effective September 1, 2007 through August 31, 2008**

(Includes the 3.7% COLA, plus 0.5%)

<b>STEP</b>	<b>Years of Service</b>	<b>HOURLY WAGE A</b>	<b>ECHO GLEN HOURLY WAGE (.50¢)</b>	<b>HOURLY WAGE B w/ Premium (.60¢)</b>
<b>1</b>	<b>1</b>	<b>\$12.65</b>	<b>\$13.15</b>	<b>\$13.25</b>
	<b>2</b>			
<b>2</b>	<b>3</b>	<b>\$12.84</b>	<b>\$13.34</b>	<b>\$13.44</b>
	<b>4</b>			
<b>3</b>	<b>5</b>	<b>\$13.14</b>	<b>\$13.64</b>	<b>\$13.74</b>
	<b>6</b>			
<b>4</b>	<b>7</b>	<b>\$13.82</b>	<b>\$14.32</b>	<b>\$14.42</b>
	<b>8</b>			
<b>5</b>	<b>9</b>	<b>\$14.05</b>	<b>\$14.55</b>	<b>\$14.65</b>
	<b>10</b>			
<b>6</b>	<b>11</b>	<b>\$14.42</b>	<b>\$14.92</b>	<b>\$15.02</b>
	<b>12</b>			
<b>7</b>	<b>13+</b>	<b>\$14.82</b>	<b>\$15.32</b>	<b>\$15.42</b>

**Unique Needs Specialist Salary Schedule  
September 1, 2007 through August 31, 2008**

(Includes the 3.7% COLA, plus \$2.00 per hr.)

<b>Step</b>	<b>Years of Service</b>	<b>Hourly Rate</b>
<b>1</b>	<b>1</b>	<b>\$17.04</b>
	<b>2</b>	
	<b>3</b>	
<b>2</b>	<b>4</b>	<b>\$17.59</b>
	<b>5</b>	
	<b>6</b>	
<b>3</b>	<b>7+</b>	<b>\$18.70</b>

**ISSAQUAH SCHOOL DISTRICT NO. 411  
EDUCATIONAL ASSISTANT SALARY SCHEDULE  
Effective September 1, 2008 through August 31, 2009**

**(Includes the 4.4% COLA, plus 0.5%)**

<b>STEP</b>	<b>Years of Service</b>	<b>HOURLY WAGE A</b>	<b>ECHO GLEN HOURLY WAGE (.50¢)</b>	<b>HOURLY WAGE B w/ Premium (.70¢)</b>
<b>1</b>	<b>1</b>	<b>\$13.27</b>	<b>\$13.77</b>	<b>\$13.97</b>
	<b>2</b>			
<b>2</b>	<b>3</b>	<b>\$13.47</b>	<b>\$13.97</b>	<b>\$14.17</b>
	<b>4</b>			
<b>3</b>	<b>5</b>	<b>\$13.78</b>	<b>\$14.28</b>	<b>\$14.48</b>
	<b>6</b>			
<b>4</b>	<b>7</b>	<b>\$14.50</b>	<b>\$15.00</b>	<b>\$15.20</b>
	<b>8</b>			
<b>5</b>	<b>9</b>	<b>\$14.74</b>	<b>\$15.24</b>	<b>\$15.44</b>
	<b>10</b>			
<b>6</b>	<b>11</b>	<b>\$15.13</b>	<b>\$15.63</b>	<b>\$15.83</b>
	<b>12</b>			
<b>7</b>	<b>13+</b>	<b>\$15.55</b>	<b>\$16.05</b>	<b>\$16.25</b>

**Unique Needs Specialist Salary Schedule  
September 1, 2008 through August 31, 2009**

**(Includes the 4.4% COLA, plus 0.5%)**

<b>Step</b>	<b>Years of Service</b>	<b>Hourly Rate</b>
<b>1</b>	<b>1</b>	<b>\$17.87</b>
	<b>2</b>	
	<b>3</b>	
<b>2</b>	<b>4</b>	<b>\$18.45</b>
	<b>5</b>	
	<b>6</b>	
<b>3</b>	<b>7+</b>	<b>\$19.61</b>

**Issaquah School District 411  
EDUCATIONAL ASSISTANT SALARY SCHEDULE  
Effective September 1, 2009 through August 31, 2010**

(Includes the COLA, plus 0.5%)  
(Wages will be applied once the COLA has been determined)

<i>STEP</i>	Years of Service	HOURLY WAGE A	ECHO GLEN HOURLY WAGE (.50¢)	HOURLY WAGE B w/ Premium (.80¢)
1	1			
	2			
2	3			
	4			
3	5			
	6			
4	7			
	8			
5	9			
	10			
6	11			
	12			
7	13+			

**Unique Needs Specialist Salary Schedule  
September 1, 2009 through August 31, 2010**

(Includes the COLA, plus 0.5%)  
(Wages will be applied once the COLA has been determined)

Step	Years of Service	Hourly Rate
1	1	
	2	
	3	
2	4	
	5	
	6	
3	7+	

Please PRINT

Issaquah School District
Educational Assistant Initial Assignment Preference Form

Return to your principal/program manager by: May 1.

Name School/Worksite District Seniority No.

Directions:

1. To assist in determining the initial EA assignments for the next school year, please indicate your assignment preferences as noted below. This information along with student/program and building needs, seniority and the Collective Bargaining Agreement will be used to determine EA schedules.

2. Please check the appropriate response(s):

- I am satisfied with my current assignment.
I am interested in adding/decreasing hours to my current assignment.

Current hours/day: Desired hours/day:

3. Please rank order (number 1-5 required, 6 or more optional) your preferences for the responsibilities listed below for next school year's assignments. All schedules may include supervision duties. Please include in the ranking at least two responsibilities from General Supervision.

General Supervision

Building/Other Responsibilities

Table with 3 columns: Rank, Responsibility, Current Hours. Rows include Before/After School Supervision, Bus, Crossing Guard/Traffic Safety, Lunch Room/Lunch Supervision, Recess.

Table with 3 columns: Rank, Responsibility, Current Hours. Rows include BEL, BEL-Kindergarten, English Language Learners, Full Day Kindergarten, Health Room, In-House Suspension/BLC, Library, Office, Overload, School Age Care, Vocational Education.

Special Education

Table with 3 columns: Rank, Responsibility, Current Hours. Rows include Integrated Classroom, Preschool, Resource Room - LRC I, Resource Room - LRC II, Transition.

Other: Please list any responsibility not listed above.

Table with 3 columns: Rank, Responsibility, Current Hours for other responsibilities.

Comments:

Employee's Signature Summer Contact Phone No. Date

# ISSAQUAH SCHOOL DISTRICT

## Educational Assistant Request for Transfer Form

Please fill in each section of this form as completely as possible. A separate form must be completed for **EACH** building you are requesting. The Personnel Department must receive this form by **May 1<sup>st</sup>**.

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Name School/Worksite

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Address

---

Present Position/Assignment Phone # (home)

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### TRANSFER REQUEST INFORMATION

School/Worksite Requested: \_\_\_\_\_

Minimum Hours Requested: (optional) \_\_\_\_\_

Assignments Requested: (optional) \_\_\_\_\_

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Employee's Signature Date

## **SEIU Staff Development Fund – Expense Guidelines**

Effective September 1, 2008, a member shall forward an application for Staff Development Funds to the Staff Development Committee. Applications may be sent to the committee through intra-district mail to the SEIU mail box at the administration building.

The application shall include the applicants name, current date, position, worksite, what they are requesting Staff Development Funds for (tuition, books, substitute time), course in which they are requesting assistance to take, program in which the course is a part (if any), date and location of the course and program, and the cost of the class. Applications shall also include a brief narrative describing the benefit to the member and/or program.

Applications must be received by the end of May in order to be processed. This includes additional applications, explained below.

If a substitute is necessary the application must include an approved leave request form signed by the worksite Principal/Program Manager. *\*\*Note that you must submit your application well in advance to ensure that your substitute will be covered.*

The Staff Development Committee shall meet on a monthly basis from September through June. The Committee shall determine approval of applications each month. Generally, applications shall be processed in order of the dates received. If requests that meet the approval criteria exceed the funds available, applications shall be processed in seniority order.

The maximum reimbursement allowed for approved expenditures per year per member is three hundred fifty dollars (\$350). If there are unused funds available at the end of the contract year a member may submit an additional application, processed in three hundred fifty dollar (\$350) increments until the fund is exhausted. *\*\*Additional requests must be made by the end of May in order to be processed.*

Employees will have the choice to access these funds via District purchase order or reimbursement.

In order to receive Staff Development Funds, members must submit a copy of the approved application form with a copy of the receipts that verify their expenditures. They also need to provide a report that verifies their successful completion of the course work. Submissions should be made to the Staff Development Committee through intra-district mail to the SEIU mail box in the Administration Building.

**MEMORANDA OF  
AGREEMENT/UNDERSTANDING**



