

PREAMBLE

In order to effect the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter "the Act"), and to set forth prescribed rights with respect to wages, hours and working conditions of the classified employees of the School District, the Agreement is made and entered into on this 22nd day of September, 2005 by and between the District and the Vashon Educational Support Personnel, hereinafter referred to as VESP.

ARTICLE I - RECOGNITION AND COVERAGE OF AGREEMENT

1.1 The District hereby recognizes the VESP as the exclusive representatives of all employees in the bargaining unit described in this section, and the VESP recognizes the responsibility of representing the interests of all such employees. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2). The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: (1) secretarial employees, (2) instructional employees, (3) monitors/assistants, and (4) professional/technical employees; provided, however, that non represented groups shall be excluded from the bargaining unit to which this Agreement is applicable.

1.2 The District will provide the VESP with job descriptions for all positions covered by this Agreement. The District will provide the VESP with such amendments, changes and additions to job descriptions as they may, from time to time, occur. A complete set of job descriptions will be kept on file in the administration office and will be made available to employees upon request.

1.3 Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine.

1.4 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms. All rights, duties, and prerogatives of management, including the right to use volunteers, shall remain exclusively within the control of the District, except as limited by this Agreement and the statutes of the State of Washington.

ARTICLE II - RIGHTS OF THE EMPLOYER

2.1 It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the District. Included in these rights, in accordance with applicable laws and regulations, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees for just cause; and the right to release employees from duties because of lack of work or for other reasons. The District shall retain the right to maintain efficiency or the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

ARTICLE III - RIGHTS OF THE EMPLOYEES

3.1 Pursuant to the rights, duties and remedies of the Washington Public Employees' Collective Bargaining Act, RCW 41.46, hereinafter referred to as the "Act," the District hereby agrees that every employee as herein defined shall have the right freely to organize, join and support the VESP. Both the VESP and the District agree that they will not discriminate against any employee because of membership or non membership in the VESP.

3.1.1 No classified employee shall be asked to cover a class except in cases of emergency.

3.2 The provisions of the Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, sex, age, marital status, sexual orientation, or the presence of any sensory, mental or physical handicap except as required in accordance with this Agreement or as otherwise allowed by law.

ARTICLE IV - RIGHTS OF ASSOCIATION

4.1 The names, hire date, work assignment, addresses and salary information of employees in the bargaining unit will be provided annually no later than October 1 to the President of the VESP. The preceding data for new employees will be provided to the President of the VESP upon request, within a reasonable amount of time.

4.2 During the workday, duly authorized representatives of the VESP shall be permitted to transact official VESP business on school property, provided that the representative first notifies the building administrator of his/her presence and such business does not disrupt the educational process of the District.

4.3 Interschool mail facilities and bulletin board space and email in each building can be used by the VESP provided that materials are labeled as VESP business and contain the name of the authorized VESP representative distributing such materials. The VESP can use school equipment, including audio-visual and e-mail normally available to employees after school hours; provided that such equipment shall not be removed from school property. The building administrator's office will be notified prior to use of school equipment. The use shall be for internal VESP business. Materials produced on school equipment shall be internal VESP business. Materials produced on school equipment shall be limited to internal VESP communications. Expendable supplies, in connection with such equipment use, will be furnished or paid for by the VESP.

School facilities can be used for VESP union business at reasonable times during nonduty hours, provided that such meetings shall not interfere with the normal school operations or park district interlocal agreement. The VESP will give prior notice for any such activity or property used. Pursuant to RCW 28A.320.510, the District has the right to acquire a reasonable rental for the use of School District facilities and equipment. The VESP shall be responsible for claims arising from accidents, theft, and loss or damage resulting from the use of facilities and equipment.

4.4 At the request of either the Association or District, a meeting will be held between the parties to discuss any matter of concern.

ARTICLE V - HOURS OF WORK AND OVERTIME

5.1 **Shift Hours and Rest Periods.** The standard work week shall consist of five (5) consecutive work days not to exceed eight (8) hours each and not to exceed forty (40) hours per week, and shall normally be scheduled Monday through Friday. Each employee who works a normal full-time shift shall receive two (2) relief periods of fifteen (15) minutes included in paid time for a complete day's schedule. Lunch periods shall not be included in paid time. "Full-time employee" will include all employees working seven and one-half (7-1/2) and eight (8) hour shifts through the entire calendar year. All employees working five (5) hours or more per day will be guaranteed a duty-free lunch period during which they may leave the building. In the event an employee is assigned to a shift of fewer hours than the full-time work shift previously defined, the employee shall be given a fifteen (15) minute rest period during each consecutive four (4) hours of work.

5.1.1 No employee shall receive less than two (2) hours pay for any day worked, including meeting days.

5.2 **Overtime.** All hours worked in excess of eight (8) hours per day or forty (40) hours per calendar week shall be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate. No provision of this Agreement shall be interpreted to require the District to assign an employee to perform any job assignment that would cause the employee's hours to exceed forty (40) hours for that week.

5.3 **Staff Meetings/Inservice Training/Committee Meetings.** Employees required or authorized in advance, upon request, to attend staff or orientation meetings or inservice training will be paid at their regular hourly rate for their time in attendance unless it is part of their regularly paid contracted day. The District will supply a request form for such authorization, to be completed and approved in advance of attendance. If an employee's time in attendance is in excess of eight (8) hours per day or forty (40) hours per calendar week, he/she shall be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate for the excess hours. An employee must be in attendance to receive payment; two (2) hours will constitute minimum payment for attending such authorized inservice training.

Employees serving on district committees which are an extension of the employee's position or are required and authorized in advance to attend staff or inservice trainings shall be paid at the employee's regular hourly rate but overtime provision will not apply unless the employee works more than forty (40) hours per week.

Employees required by their Building Principal or Director of Student Services, to attend IEP meeting, curriculum night (open house), or principal meetings (principal's tea) outside their regular scheduled workday will be paid for the hours of attendance at their regular rate of pay

The district will compensate all classified employees for attending the district-wide beginning of the year welcome-back breakfast and staff meeting, not to exceed three (3) claimed hours for the welcome-back combined activities.

- 5.3.1 All employees under this bargaining agreement will be required to work the teacher workday before school starts, as scheduled by the District for that day. The workday will be at least six hours. The agenda for this day will be mutually agreed upon by VESP and the District/Building. All paraeducators at McMurray and Vashon High School will work a 181 day school year (includes all half days.)
- 5.3.2 Secretarial employees who work 210 days will be given at least six hours additional paid time. The time will be mutually agreed upon between the employee and the building administrator.
- 5.3.3 Employees will be paid for all hours assigned to be worked and hours otherwise mutually agreed to be worked with pay. This shall not prevent employees from volunteering for committees beyond their regular workday or other activities that are not a regular part of their job duties.
- 5.3.4 Any employee not hired as a campus monitor but acting as a campus monitor during his/her regular scheduled work day shall not receive any changes in his/her pay for said campus monitor work.

5.4 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the District will notify each employee to refrain from coming to work. Employees reporting to work shall receive a minimum of two (2) hours' pay at base rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event of notification by the District of the closure prior to leaving home for work. Such a notification will normally be by radio/television school closure notice.

5.5 If an employee is expected to be reemployed for the next school year, the District will continue its practice of furnishing this notice to the employees prior to the end of the current school year.

5.6 The VESP will be given the opportunity for input on the proposed student calendar for the District on the same basis as other bargaining units, provided that the Vashon Education Association will initiate the process for providing choices for input.

5.7 When an employee believes that their job description cannot be performed, due to changes in hours or duties, they will notify the VESP President. The VESP President will meet with the Superintendent or designee as soon as possible to review.

ARTICLE VI - HOLIDAYS AND VACATIONS

6.1 Employees on a 220-day or less schedule shall be entitled to ten (10) paid holidays, as follows:

- | | |
|--------------------------------|---------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King, Jr. Day | 7. Veterans' Day |
| 3. Presidents' Day | 8. Thanksgiving Day |
| 4. Friday of Spring Vacation | 9. Day after Thanksgiving |
| 5. Memorial Day | 10. Christmas Day |

6.2 **Vacations.** Employees shall be eligible for paid vacation time beginning with their first warrant.

Classified employees will be paid in 12 equal monthly payments. Vacation and holiday pay will be paid equally over the 12 monthly payments. All classified employees will complete and submit monthly a classified time sheet through their building office according to an established calendar. This time sheet shall report any pre-approved overtime and additional time with the account number to be charged. Employees hired during the school year shall be eligible for holiday between hire date and last day of the school year.

6.3. In the sixth (6th) year of consecutive employment with the District, the vacation allowance shall increase to a formula of one (1) day of vacation for every 23.6 days worked for each year (prorated). This formula shall increase as follows hereafter:

| | <u>Year</u> | <u>Day</u> | <u>for Every Number of Days Worked</u> |
|-------|-------------|------------|--|
| | 6th | 1 | 23.6 |
| | 7th | 1 | 21.6 |
| | 8th | 1 | 20.0 |
| | 9th | 1 | 18.5 |
| | 10th | 1 | 17.3 |
| | 11th | 1 | 16.2 |
| | 12th | 1 | 15.3 |
| After | 12th | 1 | 14.4 |

For example, a 180-day employed aide who regularly works three (3) hours per day in his/her ninth year of employment will be paid vacation allowance of 9.7 (180:18.5) x 3 hours x hourly pay rate = XXX.XX.

6.3.1 If an employee leaves the District prior to the end of the agreed upon length of service and has received vacation allowance or has taken vacation days, the amount of vacation will be prorated through the last day worked. If the amount of vacation paid or taken is greater than the amount of vacation prorated, the employee will be deducted for the difference on his/her last paycheck or must reimburse the District if deductions exceed the amount of the last paycheck.

ARTICLE VII - LEAVES

7.1 **Wellness Leave.** Every employee covered by this contract shall be entitled to Annual Wellness Leave. Wellness leave replaces former contract language for sick leave, emergency leave and personal leave. Each employee shall be furnished an accounting of his/her accumulated wellness leave at the beginning of each year. Employees are expected to be on the job. The following leaves are exceptions to the rule. Misuse of leave may lead to discipline up to and including termination.

- 7.1.1. Every person under contract for a full school year (180 days) shall be entitled to 12 annual days of annual leave of absence for wellness.
- 7.1.2. Part-time employees wellness leave allocations will be prorated.
- 7.1.3. Use of annual wellness leave days will be at the discretion of the employee.
- 7.1.4. Pay for any period of absence shall be the same pay the employee would have received by contract for regular service.
- 7.1.5. For each day's absence after the wellness leave allowance, a salary deduction of one (1) workday shall be made. No more than three (3) employees may be granted wellness leave on any given day with the exception of sick leave.
- 7.1.6. Leave not taken during the year shall be accumulated from year to year.
- 7.1.7. Personnel claiming sick leave benefits for more than five (5) consecutive days may be required to submit a written statement from a regularly licensed physician which outlines the need for continued absence for medically-approved reasons.
- 7.1.8. Leave in excess of four (4) consecutive days and leaves requested preceding or following breaks or holidays, with the exception of sick leave, will be limited to three (3) employees per bargaining unit and must be pre-approved by the Building principal and forwarded to the payroll/benefits coordinator.

The employee must have a confirmed substitute and a general work plan pre-approved and submitted ten (10) work days prior to requested leave. If employee takes a leave without the above requirements, disciplinary action may be taken.

7.1.9 Leaves proceeding or following breaks or holidays will be limited to three (3) employees per bargaining unit and be approved by the building principal and the superintendent, exceptions may be made at the discretion of the superintendent.

Worker's Compensation. In the event employees are absent for reasons which are covered by worker's compensation, the District shall pay the employee an amount equal to the difference between the amount

paid the employee by Puget Sound Worker's Compensation Trust and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District. Any employee who is injured on the job must fill out appropriate forms and return to building administrator within 24 hours of occurrence.

Sick Leave Buy-out. The District will provide sick leave cash out pursuant to state law at retirement or death of an employee and provision of annual cash out pursuant to the RCW pertaining to the Employee Attendance Incentive Program.

7.2 Bereavement Leave. Absence for bereavement caused by the death of a member of the immediate or extended family of all employees of the District shall be allowed without deduction of pay; allowances for such absences shall be as follows:

1. An employee may utilize a maximum of five (5) days' absence in the event of the death of an employee's spouse, domestic partner, children, parent, stepparent, brother, sister, stepbrother, stepsister or any member of the employee's household.
2. A maximum of three (3) days shall be allowed for absence in the event of the death of an employee's parent-in-law, brother-in-law, sister-in-law, uncle, aunt, grandparent, or grandchild.
3. A maximum of one (1) day may be available for attending funerals of individuals not listed above, at the discretion of the Superintendent.

7.3 Child-Rearing Leave. Child-rearing leave without pay shall be provided employees requesting such leave.

To facilitate the orderly selection of a replacement, the employee shall inform the District in advance, by submitting a written request to the Superintendent, of the intention to take child-rearing leave as soon as possible, but at least thirty (30) days before the anticipated time the leave is to begin. Child-rearing leave will be granted for the remainder of the school year. Upon the written request of the employee to the Superintendent, submitted no later than **April 15**, this leave shall be extended for an additional school year.

The employee shall notify the Superintendent no later than **April 15** of intent to return from child-rearing leave, or resign. An employee returning from this leave shall be returned to the same or a position similar to that held prior to the child-rearing leave.

7.4 Judicial Leave.

Upon receipt of a jury summons, the employee will notify his/her Building Principal. Should the employee wish to be excused from jury duty, he or she will contact the Superintendent or designee for a letter to that effect. Individuals shall suffer no loss of pay for jury duty, and will be allowed to keep any expense allowance given by the court.

7.5. Leave of Absence. Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted. The returning employee will come back to a similar position, pay, benefits, terms and conditions of employment for which they are qualified.

Written application for leave must be requested by April 1st.

Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of the Agreement. It shall be the responsibility of the employer to inform replacement employees of these provisions.

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

7.6 Association Leave. The Vashon Educational Support Personnel Negotiator, Grievance Representative, WEA Representative Assembly Delegates, and Legislative Representatives will be allowed up to a cumulative total of twenty (20) days of absence each year for professional meetings and VESP business. VESP will give five (5) days advance notice of pending absence to the District whenever possible. No more than three (3) persons shall be gone at one time. The VESP will reimburse the District for substitute costs incurred at the substitute rate of pay, if a substitute is hired.

7.7 President Release Time. If requested by the Vashon Educational Support Personnel, the District will release the VESP President or designee for up to ten (10) days per year to conduct VESP business. The VESP will give the District at least three (3) days prior notice of request for President release time.

7.8 Family and Medical Leave Act Leave Provisions of the FMLA shall apply to all employees working seven hundred fifty (750) or more hours per year. Except for this provision, all aspects of FMLA shall be applied according to the statute as legally determined by the District.

If a qualified employee misses more than three (3) consecutive days, they will be placed on FMLA if the absence is related to a qualifying health condition, or care of a child, spouse or parent with a serious, qualifying health condition. The district will track absences of employees on FMLA down the half hour increments, information which must be provided by the employee on a time sheet. Each individual is responsible for recording their absences and identifying them as part of an FMLA leave, whether paid or unpaid. The time missed may be sporadic or at a time apart from the main event that qualified for the leave, but as long as it is related, it must be tracked. The District is required to maintain the group health insurance coverage of the employee for the duration of his/her FMLA leave on the same terms and conditions as if the employee had continued work.

The FMLA entitles eligible employees to take up to 12 weeks of unpaid leave each year for specific family* or medical reasons. The District is required to maintain the group health insurance coverage of the employee for the duration of his/her FMLA leave on the same terms and conditions as if the employee had continued to work. The District requires that, if paid leave (i.e. wellness) is available, it must be used as part of the 12 weeks of FMLA. *Family is defined as self, household partner, and/or other immediate family members.

ARTICLE VIII - ASSIGNMENT AND LAYOFF PROCEDURES

8.1 The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") and in accordance with the law (RCW 28A.400.300) unless such seniority shall be lost as hereinafter provided. The District shall set up a Seniority list with personnel listed according to job description. The seniority list will be provided to each employee by October 1 of each year upon request of the VESP.

8.2 Probation. Each new hire shall remain in a probationary status for a period of not more than ninety (90) days following the hire date. During this probationary period, the District may discharge such employee at its discretion. Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

8.3 Seniority Rights. The seniority rights of an employee shall be lost for the following reasons: (a) Resignation; (b) Discharge for justifiable cause; and/or (c) Retirement.

Seniority rights shall not be lost for the following reasons: (a) Time lost by reason of industrial accident, industrial illness or judicial leave; (b) Time on leave of absence granted for the purpose of serving in the Armed forces of the United States; (c) Time spent on other authorized leaves; (d) Time spent in layoff status as hereinafter provided; however, seniority shall not accrue; or (e) Change in job classification within the bargaining unit.

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.1.

Three types of contracts that employees will serve under include; *continuing, non-continuing and Leave of Absence replacement*. For the Leave of Absence replacement, seniority will count toward salary schedule. The employee, at the time of hire, will be notified of the duration of employment and he/she is excluded from layoff and recall. Time spent substituting will also be considered when figuring seniority and salary.

8.4 Layoff. The term "layoff" as used herein refers to action by the Board reducing the number of employees and or employee hours in the District by means other than discipline. In the event of layoff, the Board shall provide thirty (30) days' written notice to all affected employees before layoff occurs. Notice of layoff may not be given during summer vacation. The VESP shall be notified of any layoff at least thirty (30) calendar days before such layoff.

Layoffs shall occur by seniority within job description, provided that more senior employees may displace lower paid less senior employees within a job classification if the District determines they are qualified for the job.

Transfers and promotions shall be made by the District based on the best interests of the District.

The District shall publicize within the bargaining unit for five (5) working days the availability of open positions as soon as possible after the District decides an opening exists.

8.5 Vacancies. The District agrees to post vacancies within the District prior to posting of such vacancies outside the District, but this shall not prevent immediate posting in the local newspaper, which posting shall be a generic posting. Employees who desire to apply for open positions shall file a written statement of such desire with the District personnel office.

If the District determines that the qualifications between applicants are substantially equal, the District will give preference to the employee with seniority within a particular job description.

If more than three (3) in-District applicants who are qualified apply for a job, the District will interview at least three employees for the position.

8.6 Layoff/Reemployment Pools. Laid-off employees shall be placed in a reemployment pool. Reassignment from this pool to existing vacancies shall be in the reverse order of layoff based on qualifications, knowledge, skills and the job description. No new employees shall be employed to fill existing or new assignments until the pool has been exhausted, provided that:

The District shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to said employee at his/her last known address. The employee's address as it appears on the District's records shall be conclusive when used in connection with layoffs, recalls or other notice of the employee. Employees shall be held in the layoff pool for a period of twenty-four (24) months from the date of notice layoff.

Failure to accept a proposed assignment within three (3) days of written notice shall forfeit employment rights for the employee unless such job offer was for fewer hours. Notice shall be deemed effective within ten (10) days from date of mailing date. Employees must supply District an alternative means of communication, *either a phone number and or an email address. Employee will have three (3) business days to accept or not accept the position offered. **If a position were to open that he/she is qualified for.*

Any employee laid off shall retain accrued benefits if the employee is rehired by the District. During the period for one full school year after an employee is laid off, he/she shall have the right to maintain health insurance coverage at no cost to the District if approved by the insurance carrier. Payment by the laid off employee shall be made directly to the carrier.

ARTICLE IX - DUE PROCESS

9.1 Just Cause and Progressive Discipline. No employee will be disciplined without just and sufficient cause. Discipline will be corrective rather than punitive and will, except for serious offenses, follow a line of progression including: 1) verbal warning (documented, dated, and signed by both parties);

2) written reprimand; 3) suspension with pay; 4) suspension without pay; 5) discharge. Documentation will be placed in the personnel file for items 1-5.

Specific grounds, details, findings, and documentation forming the basis for any discipline will be given in writing to the employee and the Association two (2) working days prior to the disciplinary meeting. The employee will be told of the right to Association representation prior to any meeting which might lead to discipline, or any meeting held for disciplinary action. When a request for representation is made, no action will take place until such representation is present or until two (2) days have passed. The two days notice may be waived upon agreement of the individual, the District and the Association. The act of discipline shall be done in private and will be kept confidential by the District, unless otherwise required by the public disclosure law.

Complaints made against any employee shall be called to the attention of the employee by an administrator within a reasonable amount of time before any disciplinary action is taken or noted in an evaluation. Anonymous complaints cannot be used against an employee unless investigated and found to be true.

ARTICLE X - INSURANCE AND RETIREMENT

10.1 The District shall provide the state-funded monthly amount per FTE employee. Such amount shall be available for Basic Benefits which are: dental, vision, long-term disability, and medical insurance. From the above amount, the District shall first pay the total premium for dental and vision insurance coverage. The total amount remaining after payment of the dental, vision, long-term disability and term life insurance premiums shall be available to employees and may be applied to medical insurance benefits. Only those employees whose regular working schedules equal or exceed working fifteen hours per week in a continuing or leave of absence replacement position shall be eligible for the District dental and vision insurance programs in which they must participate as a part of the premium benefit; and further provided that only those employees working at least fifteen hours or more per week in a continuing or leave of absence replacement position shall be eligible for a prorated FTE amount of the District premium benefit for hours worked. Individuals working in a non-continuing position for 90 days or more in a school year will be eligible for the same benefits. For insurance purposes only, a full-time equivalent employee (FTE) will be defined as one scheduled for 1440 work hours per year.

10.2 The monthly amount of the District premium benefit per full-time equivalent employee in Section 10.1 shall comply during the term of this Agreement with the monthly amount specifically funded for full-time equivalent employees in the State's Appropriations Act. The District will pay the per FTE assessment (for retired personnel) during the term of this Agreement.

10.3 **Insurance Pooling.** Insurance entitlement for insurance benefits shall be based on the employee's regular FTE assignment for employees working at least fifteen hours per week in a continuing or leave of absence replacement position given that 1440 work hours is equivalent to 1.0 FTE. This also applies to individuals in non-continuing positions for 90 days or more in a school year.

Insurance pooling exists to gain maximum utilization of the State insurance appropriations for all classified employees of the District, including VESP members, non-represented classified personnel, classified administrators and members of other classified bargaining units. The District agrees that if said appropriation is not fully expended, the maximum contribution for all classified employees shall be increased in an effort to either pay all existing dental/vision/medical enrollments, or fully expend said appropriations, whichever occurs first.

The State-funded insurance amount will be pooled within the VESP bargaining unit effective in September of each year.

10.4 **Tax Shelter Annuities.** All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan approved by the District. On receipt of written authorization from an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary.

ARTICLE XI - VOCATIONAL TRAINING

11.1 Employees attending training courses required by State regulation or District policy as a condition of continued employment will be paid by the School District at the employee's regular hourly rate of pay for time in attendance, plus any fee, tuition or transportation costs in accordance with Sections 11.3 and 11.4 of this Agreement.

All paraeducators are required, by law and district policy, to meet the State of Washington's Fourteen (14) Core Competencies within three (3) years of hire date. All training hours will be approved, listed and signed off by the Building Principal and the Director of Student Services. Forms will be provided at each building office. After the fourteen competencies are met there will no hours required to maintain said competencies.

Bargaining unit employees will not be required to attain clock hours for salary advancement. VESP members can apply district paid seat time hours to salary schedule steps with a maximum of 30 seat time hours (one bump) and one bump for longevity per year equaling a maximum of two (2) bumps up the salary schedule per year.

11.2 Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary if the course requires them to attend during their regular school employment time, but no salary payment will be made for any time an employee would not have regularly worked; however, expenses incurred for transportation and/or training course fees and tuition will be paid by the School District in accordance with Sections 11.3 and 11.4 of this Agreement.

11.3 Transportation must be cleared with the School District management so as to pool rides as much as possible. Paid transportation expense allowed will be for the lesser of: (a) normal and reasonable expenses from the District Administration Office to the training location and return, or (b) normal and reasonable expenses from the employee's principal resident to the training location and return. Voucher or Ferry tickets will be picked up in a timely manner.

11.4 **Professional Enhancements.** The District will provide up to \$100 per year, for the 2005-2006 and 2006-2007 school year, and for 2007-2008 the amount will be \$125, prorated per FTE (full-time equivalent: 1,440 annual hours) to be available for use by an employee for professional development mutually agreed between the employee and his/her supervisor. Such amount shall be used for tuition and/or travel/meals/expenses and/or materials related to the employee's work assignment or professional growth. **All purchase orders are due by May 31st.** In the event that all monies are not spent by the individual employee, and such employee chooses not to access their allocation, the monies remaining as of May 31 each year shall be pooled and available to such employees who may have exceeded their allocation for professional development and, therefore, were obliged to pay some of the costs out of their own pocket. The district will develop a procedure for pooling and allocating the professional development funds. Additional funds could be used for summer workshops for professional development for bargaining unit members. All professional development purchase orders from remaining extra funds must be submitted and approved by **June 30**.

11.5 The district will be responsible for conducting paid orientation training for all new employees and substitutes as appropriate which will include, but will not be limited to the following:

- A copy of the Agreement and a job description.
- Hours, location of work, school calendar, job responsibilities, and placement step on the salary schedule.
- Required qualification courses and training programs, example – core competencies.
- Explanation of insurance plans and options.
- Training in student behavior management and confidentiality.
- The Building Principal or designee will meet with new employee prior to his/her assuming duties and review pertinent information including but not limited to:
 - Job responsibilities.
 - Ensure that on-the-job training will be provided.
 - Introduction to supervisory staff, building staff.
 - Tour of building, area and access to computers, email and phones.
 - Copy of staff handbook.
 - Give necessary logistical information – timecards, breaks, etc.

ARTICLE XII - DUES

12.1 **Association Dues:** The Association which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Agreement shall have the right to have deducted from the salary of members of the Association (upon receipt of a written authorization form) an amount equal to the fees and dues required for membership in the Association.

12.2 The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee. Dues deduction forms must be delivered to the business office within thirty (30) days from the start of school, or within thirty (30) days of an individual's beginning date of employment.

Representation Fees: No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to the Association. The amount of the representation fee will be determined by the Association, and transmitted to the Business Office in writing. The representation fee shall be an amount less than the regular dues for the Association membership in that nonmembers shall be neither required nor allowed to make a political (PULSE or NEAPAC) deduction. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

12.3 In the event that the representation fee is regarded by an employee as a violation of his/her right to non-association, such bona fide objections will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission

12.4 Substitute employees hired on a daily basis by the District shall either join the Association or pay a representation fee of 1/183 of their daily rate. The District shall remit all dues or representation fees to the Association on the first working day of each month. For June, the fees shall be paid to the Association on or before June 30 of the current contract year.

12.5 Hold Harmless. The Association agrees to defend, indemnify, and save the District harmless against any liability which may arise by reason of any action taken by the District to comply with the provisions of Article XII of this Agreement, including the costs of any attorney fees or legal expenses incurred. The Board agrees to promptly notify the Association and tender the defense in writing of any claim, demand, suit, or other form of liability arising out of implementation of the provisions of Article XII, and will forward such if the Association so requests in writing to surrender claims, demands, suits, or other forms of liability. The Board will then be absolved of its responsibility to enforce compliance of this section.

12.6 This section shall not cover any employee prior to the effective date of the Agreement who is not a member of the VESP. Any employee of the District who was employed prior to September 1, 1983, shall be grandfathered from this Article; provided, however, this Section shall not apply if any such employee becomes a member in the future.

12.7 **Checkoff.** The District shall deduct dues or service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Washington Education Association on a monthly basis.

ARTICLE XIII - OTHER CONDITIONS OF EMPLOYMENT

13.1 Within thirty (30) days following the ratification and signing of this Agreement by the parties, the District shall print copies of this Agreement for each employee and the VESP will accept the Agreement on behalf of the employees and will be responsible for distribution of one copy to each employee. Fifteen (15) additional copies shall be provided to the VESP. The cost of printing will be shared equally between the District and the VESP. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District, and one by the VESP.

13.2 **Personnel Files.** Materials in the employees' personnel files maintained in the personnel office, which may serve as a basis for affecting employment status, will be available for inspection by the affected employee. Information relating to employee performance will be entered in the employee's file

and a copy will be given to the employee. An employee will have the right to comment on any material placed in his/her personnel file and to have such comments attached to the material in question. Upon the request of an employee and at the District's discretion, mutually-agreed-upon material in an employee's personnel file may be purged after such material is three (3) years old. No secret personnel file shall be kept by the District.

13.3 Conformity to Law. If any provision of this Agreement or any application of this Agreement shall be contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or application of the Agreement shall continue in full force and effect. In the event a provision is determined to be contrary to law, such provision shall be renegotiated upon request of either party.

13.4 Compensation. Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A, attached hereto and by this reference incorporated herein.

13.5 Pay Rate for Temporary Work Assignments. In the event that an individual employee temporarily substitutes in a position with a higher classification than his/her regular classification, the employee' salary will be readjusted as follows:

- When substitution exceeds three (3) consecutive working days in the same position, the employee will be paid on the fourth (4th) day, and subsequent days, at his/her salary increment step in the higher classification which exceeds his/her regular salary.
- Employees who have retired from the District but return to substitute will be paid at step one (1) of job classification.

13.6 Salary Increase. Salary schedules shall be revised for "flow through" for years 2005-2006, 2006-2007, 2007-2008 and shall be adjusted to the state-funded appropriation. For year 2005-2006 all instructional paras and secretaries will receive an additional 2% (See Attached Schedule A)

13.7 Travel Allowance. District business shall be reimbursed as allowed by the IRS. Employees required to remain overnight on District business shall be reimbursed for room and board expenditures approved in advance.]

13.8 Job Sharing. For the purpose of this agreement, job sharing shall mean the occupation of a single staff position by two individuals with each assignment being at least half time of that position. The district shall consider job sharing requests whereby two employees may share one position. The decision to grant the request rests with the district. Salary, wellness leave (sick leave, personal leave), retirement, seniority, and medical insurance premiums shall be prorated to reflect the fraction of the position shared. The experience step for the employee shall be the same as she/he would be entitled to if employed on a full time basis. This step shall determine the base salary from which the salary fraction will be computed. The district will not incur any additional costs as a result of job sharing.

ARTICLE XIV EMPLOYEE PROTECTION

The School District shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and the property thereof. Such insurance protection must include as a minimum, liability insurance covering injury to persons and property and insurance protecting those employees from loss or damage of their personal property incurred while so engaged (RCW 28A.58.425).

The definition of a threat shall be an action, behavior, or statement that causes the receiving individual to believe that he or she has the potential to be harmed. A verbal assault shall mean verbal communication, the intent of which is to intimidate or do emotional harm. Any case of assault upon an employee shall be promptly reported to the building principal.

Whenever an employee is absent from employment or unable to perform their duties as a result of assault sustained in the course of employment, such absence will not be charged to accumulated sick leave.

Employees covered by Workmen's Compensation and State Industrial Insurance shall, upon loss of time due to job-related injury or illness, have the option to take his/her regular sick leave or receive compensation from the E.S.D. 121 Workers' Compensation Trust. Determination of illness or injury shall be made by the E.S.D. 121 Workers' Compensation Trust.

The District may require a physical examination to verify the disability. The cost of the requested exam shall be borne by the District.

Employees shall be covered by the District's broad form excess liability insurance when transporting students to and from student activities with District approval.

WEAPONS

The District and the Association are jointly committed to providing quality educational programs in an open, supportive environment which protects the safety and security of all students and staff.

Therefore, the parties agree that an optimal teaching and learning climate for staff and students requires a no tolerance policy for weapons, dangerous devices, and assaultive behavior. It is agreed that the possession or use of weapons, explosives, firecrackers, illegal knives or other items capable of producing bodily harm is prohibited. The penalty for possession or use of any weapons or dangerous devices, including but not limited to any listed as a deadly weapon in RCW9A.04.110 or local ordinances, shall be expulsion or other serious sanction. For any item that appears to be a weapon, is used as a weapon, or the victim reasonably believes to be a weapon, the preceding shall apply. (It is understood that the District will follow a student's due process requirement.)

Students who commit an assault shall be emergency expelled or other serious appropriate sanction. Assaultive behavior is defined as either physical or verbal. Physical assaultive behavior means a purposeful attack with the intent to do physical harm.

The standards for weapons and dangerous devices and serious assaultive behavior shall apply to all students and staff. In the event a Special Education student is emergency expelled for misconduct related to the disability, the District, if necessary, will file in the appropriate court a petition for a temporary restraining order and preliminary and permanent injunctions asking that the court authorize continued exclusion from school pending consideration of appropriate placement. The District will make every legal effort to ensure the safety of staff and students.

Employees with a need to know will be informed if a student is readmitted or admitted to school after committing any of the above offenses. Compliance with this section shall be consistent with all laws and requirements for student protection, including Special Education students.

In the event a staff member is threatened he or she will notify the building principal or assistant principal.

Employees working with students who have a history of being a threat to the safety and well being of employees and students will be notified about the history of said student when known and/or when the law permits.

Verbal assaultive behavior means a purposeful attack with the intent to intimidate or cause emotional harm.

Threat is defined as an action, behavior or statement that causes the receiving individual to believe he/she has a potential for harm.

ARTICLE XV - EVALUATIONS

15.1 **Evaluations.** Every classified staff employee will be evaluated during each school year.

Every classified staff employee will be evaluated during each school year by the Superintendent, Director of Student Services, Building Principal or Principal Designee.

All employees newly employed by the School District shall be evaluated at the end of their probationary period (90 days).

All employees, including new employees, shall be evaluated annually, such evaluations to be completed not later than the last student day of the year in which the evaluation takes place. End of year evaluations will include a review of the Job Description. If changes are mutually agreed upon, the proposed Job Description will be forwarded by the evaluator to the appropriate district administrator and to the president of the VESP for review.

If an employee moves to another position not under the supervisor's jurisdiction, an evaluation conference shall be made within a 90-day period by the new supervisor.

If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.

The employee shall sign the School District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.

Each evaluation report shall be promptly forwarded to the School District's personnel office for filing in the employee's personnel file.

Following the completion of each evaluation report, a meeting shall be held between the evaluator and the employee to discuss the evaluation.

If an employee receives a less than satisfactory evaluation, the employee shall be given 60 student days to demonstrate improvement in his/her area/s of deficiency. It will be the evaluator's responsibility to recommend a specific and reasonable program designed to assist the employee in improving his/her performance. Said employee shall be evaluated again at the end of the 60 student days.

ARTICLE XVI - GRIEVANCE PROCEDURE

Definitions: A grievance is an alleged misinterpretation of, misapplication of, or violation of terms and/or provisions of this Agreement.

A grievant shall mean an individual, group of individuals, or the VESP, provided that in cases where the VESP grieves, an individual or a group of individuals must be aggrieved.

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.

Procedure for Processing Grievances:

Step 1 – Building Administrator

The grievant and, with the employee's consent, the VESP may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.

The "Statement of Grievance" shall name the grievant/s involved, the facts giving rise to the grievance, the specific provision/s of the Agreement alleged to be violated, and the remedy (specific relief) requested.

The building administrator or designee, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant/s, the VESP and the Superintendent. The building administrator or designee shall answer the grievance in writing. The building administrator's or designee's answer shall include the reasons upon which the decision was based within five (5) working days of receiving the grievance and shall concurrently send a copy of the grievance, his/her decision, incorporating the reasons upon which the decision was based, to the grievant/s, the VESP, and the Superintendent.

Step 2 - Superintendent

If no satisfactory settlement is reached at Step I, the grievance may be appealed to Step II, Superintendent, or his designated representative, within seven (7) working days of the receipt of the decision rendered in Step I.

The Superintendent or his designated representative shall arrange for a grievance meeting with the grievant/s and/or the VESP and such meeting shall be scheduled within seven (7) working days of the receipt of the Step II Appeal. The purpose of this meeting shall be to effect a resolution of the grievance.

The Superintendent or his designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant/s, the VESP and immediate supervisor within five (5) working days from the conclusion of the meeting.

Step 3 - School Board

If no satisfactory settlement is reached at Step II, the grievance may be appealed to Step III within seven (7) working days after receiving the disposition of the Superintendent or after the above-stated time limits have expired, and submit the grievance to the Board.

If the grievance is submitted to the Board, the Board within seven (7) working days shall meet with the grievant, the VESP representative, the supervisor, and the Superintendent to review such grievance in executive session or give such grievance the consideration as it shall deem appropriate.

The disposition by the Board shall be made to the grievant in writing within five (5) working days of the meeting. A notification of such disposition shall be furnished the grievant, the VESP and the immediate supervisor.

Step 4 - Arbitration

If no satisfactory settlement is reached at Step III, the association, within fifteen (15) working days of the receipt of Step III decision, may appeal the final decision of the Employer to the American Arbitration Association for arbitration under the voluntary rules and procedures of the American Arbitration Association. Any grievance arising out of or relating to the interpretation or application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this Article.

Jurisdiction of Arbitrator

The arbitrator shall be without power or authority to add to, subtract from or alter any of the terms of this Agreement.

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

Contract Construction

This Agreement shall be construed such that no contractual rights are intended that would impact any of the following:

1. Any evaluation judgment or determination of qualifications of an applicant or employee.
2. The termination of services of any probationary employee.

Time Limits

Time limits provided in this procedure may be extended by mutual written agreement when signed by the parties.

Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the grievant to lodge an appeal at the next step of this procedure.

Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the Employer's answer to the previous step.

Accelerated Grievance Filing

In order to expedite grievance adjudication, the parties agree that any class action grievances will be lodged at Step II of this procedure.

Any grievance that has been filed prior to the termination date of this contract may be processed to conclusion even though the contract has expired.

Reprisals

No reprisal of any kind will be taken by the Employer against any employee because of his/her participation in any grievance.

Costs

The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

ARTICLE XVII - TERM AND SEPARABILITY PROVISIONS.

17.1 **Duration.** The term of this Agreement shall be **September 1, 2005 through August 31, 2008.**

17.2 This Agreement may be reopened and modified at any time during its term upon mutual written consent of the parties hereto. If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

17.3 **Reopen:** Vacation 6.2.1 The VESP and the District to reopen the issue of vacation days allotment during the last year of this contract – 2007-2008 school year.

VASHON EDUCATIONAL
SUPPORT PERSONNEL

VASHON ISLAND SCHOOL DISTRICT

Co-President

Secretary, Board of Directors

Co-President

Date