

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN



AND

**CLARKSTON CLASSIFIED
ASSOCIATION**

SEPTEMBER 1, 2018 – AUGUST 31, 2019

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CLARKSTON SCHOOL DISTRICT

AND

CLARKSTON CLASSIFIED ASSOCIATION

PREAMBLE

Pursuant to RCW 41.56, the Public Employees' Collective Bargaining Act this Agreement is made and entered into on this 21st day of November 1995, by and between the Clarkston School District and the Clarkston Classified Association (hereinafter the Association).

ARTICLE I-RECOGNITION AND ADMINISTRATION

Section 1.1 Recognition

The District recognizes the Clarkston Classified Association Washington Education Association/National Education Association as the exclusive bargaining agent for all regularly employed full-time and part-time educational assistants, excluding confidential employees, supervisors, and all other employees pursuant to the chapter.

Section 1.2 Labor Management

Upon request by either party, the Association representatives and the District administrators shall meet to discuss school problems relating to interpretation or compliance with this Agreement. When a request is made, this meeting shall be held within a reasonable amount of time. The parties agree to continue the practice of informal problem solving in the spirit of cooperation and compromise. A calendar shall be developed at the beginning of each school year to establish monthly labor management meetings between the Association president and/or designee and the superintendent and/or designee. These meetings will be held upon mutually agreed dates and times and may be cancelled with mutual agreement between the District and Association.

Section 1.3 Temporary and Substitute Employees

Temporary and substitute employees become members of this bargaining unit after they work thirty (30) or more consecutive days in the same assignment during a school year. Only Schedule A of the contract shall be applicable to substitute employees who become members of the bargaining unit.

The employer shall provide substitutes, when necessary and available, due to the absence of the regular employee as determined by the principal.

Section 1.4 Job Descriptions

Job descriptions for all positions subject to this Agreement shall be provided to individual employees and/or the Association president upon request. Subsequent changes of such descriptions shall be forwarded to the Association and the individual employee. When a new position is created, the job description, including salary classification, shall be shared with the Association prior to posting the position.

Section 1.5 Definitions

The term "employee" or "regular employee" when used hereinafter shall mean all bargaining unit members as described in Section 1.1 (excluding substitutes except as to Schedule A).

The term "administrator" when used hereinafter shall refer to the primary evaluator for the employee who shall be a member of the District's administrative staff.

The term "supervisor" or "immediate supervisor" when used hereinafter shall refer to the appropriate District administrator (primary evaluator).

The term "supervising teacher" when used hereinafter shall refer to the non-administrator certificated employee supervising the Association member (contributing evaluator).

The term "days" when used hereinafter shall mean work days.

The term "Association" when used hereinafter shall mean the Clarkston Classified Association/ Washington Education Association/ National Education Association.

The term "chapter" shall mean RCW 41.56, the Public Employees' Collective Bargaining Chapter.

The term "PERC" when used hereinafter shall mean the Public Employment Relations Committee.

Section 1.6 Distribution of Contract

1.6.1 The Association agrees to print and distribute this Agreement to all employees covered by this Agreement. Distribution will be within thirty (30) calendar days of the ratification of this Agreement. A copy of the contract will be given to newly hired employees by the District at the time of sign on. Thirty (30) additional copies of the contract will be sent to the District within ten (10) days after its printing. The Association and the District shall share the printing costs.

1.6.2 There shall be two (2) signed original copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association

Section 1.7 Status of Agreement

This Agreement shall supersede any rules, regulations, policies or resolutions of the District which shall be contrary to or inconsistent with its terms.

Section 1.8 Conformity to Law

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington and the United States. If any provisions of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect. In the event a provision(s) is determined to be contrary to law such provision shall be renegotiated.

Section 1.9 No Strike

The Association and its members agree not to cause or participate in any strikes, sympathy strikes, slowdowns or other work stoppage.

ARTICLE II - MANAGEMENT RIGHTS

The rights, powers, authority and functions of management shall remain exclusively vested in the District and its Board of Directors except as specifically limited by the provisions of this Agreement.

ARTICLE III - ASSOCIATION RIGHTS

Section 3.1 District Facilities and Equipment

3.1.1 The Association shall be provided with bulletin board space for the purpose of posting Association materials at each work site. All posted materials shall be dated and signed by the responsible Association official.

3.1.2 When not otherwise in use and authorized by the building Principal, the Association may use school facilities for meetings and use school equipment. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

Section 3.2 Association Representatives

3.2.1 Association representatives shall be permitted to transact Association business on school property outside of regular work time.

3.2.2 Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings or other such meetings, the employee(s) shall receive their normal pay for participating in such activity.

3.2.3 President Release Time. The CCA president will be provided release time in the proportion requested by the Association.

The District shall make salary and all other benefit payments to and on behalf of the president on released time as if he/she were not on released time, provided that the Association shall reimburse the District for those salary and insurance costs. Retirement benefits shall be in accordance with the rules and regulations of the Department of Retirement System (DRS).

The president shall be returned to his/her former position upon completion of his/her term of office.

The president shall receive full experience credits and all other contractual benefits, rights and responsibilities as provided by the state and collective bargaining agreement. He/she will also retain all seniority rights under this contract for the period of leave.

Section 3.3 Access to Information

3.3.1 The District agrees to make available to the Association, in response to requests, all available information which is Public record and needed for representation of employees.

3.3.2 The Association president will be provided District personnel reports listing all new bargaining unit hires, transfers and terminations/ resignations upon approval once per month. The district shall provide the Association with a list of the names of newly hired or reassigned employees, and their contact information including the name, assignment, work site, FTE salary schedule placement, of each new hire. For the purpose of this section, the date of hire shall be considered to be the day on which the new employee accepted an offer of employment. The district will also include the names of any bargaining unit member who is on a leave of absence, the anticipated duration of such a leave, and any changes in contact information during the time of the leave.

3.3.3 The Association shall have input into the development of the school calendar each year.

Section 3.4 Dues, Deductions and Representation Fees

3.4.1 All members of the bargaining unit shall, as a condition employment, be a member of the Association as of ratification of this Agreement, or pay a representation fee equal to the dues of the Association.

3.4.2 This provision safeguards the rights of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association do not reach agreement on such matter, the PERC shall designate the charitable organization.

3.4.3 The District shall, as authorized by the individual, deduct from the employee's salary, each pay period, the dues required of membership, or for non-members thereof, a fee equivalent to such dues.

3.4.4 The District shall transmit the dues and representation fees to the treasurer of the Washington Education Association each pay period. Dues will include local dues. The Association will indemnify, defend and hold the District harmless regarding any claims that the amount of the dues withheld on behalf of the Association was inappropriate or used for improper purposes by the Association.

ARTICLE IV - EMPLOYEE RIGHTS

Section 4.1 Non-Discrimination

The Association and the District agrees there shall be no unlawful discrimination by reason of age, sex, marital status, race, creed, color, national origin, domicile, political activity or lack thereof, religion, the presence of any sensory, mental or physical handicap unless in compliance with the Americans with Disabilities Act, or any other classification protected by applicable law. Neither the District nor the Association will interfere with, restrain, or coerce employees or the other party subject to this agreement in the exercise of their rights guaranteed by law pursuant to rights and remedies of RCW 41 .56.

ARTICLE V - CONDITIONS OF EMPLOYMENT

Section 5.1 Work Schedule

5.1.1 The normal work year for para-educators shall be one hundred eighty (180) school days, three (3) planning days prior to the start of the school year, and eleven (11) paid holidays.

5.1.2 The normal work week shall consist of five (5) consecutive days, Monday through Friday. Each employee shall be assigned to a definite and regular work schedule which shall not be changed without reasonable prior notification to the employee, except in emergency situations. The District agrees to consider a particular employees request for a flexible schedule ("flex time" i.e., late start or early start), but the parties recognize that the nature of the employees work requires coordination with other staff and work directly with students when the students are present, which will reduce the District's ability to provide such flexibility. The site administrator will make the final determination for any flex time schedules.

5.1.3 Overtime shall be pre-approved by the appropriate administrator. All overtime shall be paid upon submission of a properly signed time sheet to the District payroll office.

5.1.4 No later than May 15, those employees who the District expects to be reemployed for the next school year shall be provided with a reasonable assurance form.

Section 5.2 School/ Work Site Closure

5.2.1 Employees shall be provided with two (2) hours show up pay or pay for actual time worked, whichever is greater, when there is an emergency closure of their work site after their arrival.

Section 5.3 Rest Periods

All employees shall be allowed a rest period of not less than fifteen (15) minutes on the employer's time for each four (4) hours of working time, scheduled as near as possible to the midpoint of the work period. Para-educators schedules will be shared in September with employees by the principal. Documents will be kept in the principal's office. Changes needed due to schedule adjustments should be updated on a regular basis. See Appendix B for schedule form.

Section 5.4 Meal Periods

5.4.1 All employees scheduled to work five (5) or more hours will be provided a minimum duty free lunch period of thirty (30) minutes.

5.4.2 All employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated according to the requirements of FSLA.

5.4.3 Employees shall not be allowed to voluntarily work through the designated lunch period without prior written authorization from their supervisor.

Section 5.5 Travel Time

An employee who is assigned to more than one work site shall be allowed paid travel time.

Section 5.6 Wages

5.6.1 Employees shall be paid in accordance with the Salary Schedule, Appendix A. For purposes of initial placement in a new salary classification, employees transferring to a higher classification shall be placed on the schedule at the longevity level that represents the amount of experience in Washington State within that classification or the lowest level that does not result in a reduction in the employee's hourly rate of pay, whichever is higher. Employees who work in two positions with the district shall be paid at the higher rate of pay.

5.6.2. Longevity Stipend. Any employee who has accrued twenty (20) years of experience prior to the first day of the contracted year (based upon placement on the salary schedule) shall be paid a two hundred fifty dollar (\$250) stipend to be paid in one lump sum in the November paycheck.

5.6.3 Time authorized and worked in excess of the employee's regular workday shall be compensated at the employee's regular rate of pay. Time worked in excess of forty (40) hours in one calendar week will be considered overtime to be paid at the rate of time and one-half per hour. Time worked shall include but not be limited to the following activities: when an employee is required by a principal to participate in a conference, review, evaluation, re-evaluation or any other required meeting for the purpose of discussing the education or discipline of a student and/or development of an instructional program and supervision of students due to emergencies such as late buses and other school events.

5.6.4 At the option of the employee, compensatory time may be taken in lieu of authorized overtime payment, in accordance with the provisions of applicable state and federal law.

Section 5.7 Discipline and Discharge

5.7.1 Employees are subject to discharge without cause during their first ninety (90) day probationary period. After completion of the ninety (90) day probationary period and during every subsequent work year, the District will not take disciplinary action against an employee without just cause. The "just cause" standard shall include the seven steps of just cause, which can generally be defined as: (1) reasonable notice of rule; (2) rule or directive was reasonable; (3) thorough investigation into allegations; (4) investigation is conducted fairly and objectively; (5) sufficient proof of the allegations; (6) equal treatment in application of the rules and penalties; and (7) penalty assessed is reasonably related to the seriousness of the offense and the employees disciplinary record.

The specific grounds forming the basis for disciplinary action will be made available to the employee in writing. Anonymous complaints will not be used to form the sole basis for any disciplinary action against an employee. A progressive disciplinary process will, under normal conditions, be followed by the District when it deems it necessary to discipline an employee.

5.7.2 The progressive disciplinary process will normally consist of the following: (1) verbal warning, (2) written warning, (3) suspension, and/or (4) termination. The District is entitled to skip the progressive steps of discipline and impose a more serious sanctions if the misconduct so warrants.

5.7.3 The following will be considered as being among the causes for disciplinary action or termination: incompetence, insubordination, willful or persistent violation of school laws or policies or regulations, inappropriate conduct with children, willful or persistent neglect of duty, unapproved absences, possession, use, or consumption of a controlled substance or use on school property or at a school sponsored event.

5.7.4 An employee shall be entitled to have a representative of the Association present, if requested by the employee, during any meeting in which discipline is imposed. If a situation is of such an extreme nature that the employer feels that it is necessary to take immediate action beyond the normal disciplinary procedure, they may do so as long as the disciplinary action taken is relative to the problem.

5.7.5 If any employee desires to quit or if the District discharges an employee, two (2) weeks-notice shall be given, provided, however, that the District is not obligated to give such notice where an employee is discharged for inappropriate conduct with children, insubordination, intoxication, or similar conduct.

5.7.6 The Association shall promptly be notified by the district of any disciplinary actions of any member. The Association shall have the right to have a representative at all meetings pertaining to disciplinary actions.

Section 5.8 Vacancies and Transfers

5.8.1 When the District determines that a vacancy exists, bargaining unit members will be given an opportunity to apply for said vacancies. The District will notify members of vacancy during the work year through regular job postings. Members shall inform the administration, within five (5) working days of the notice, of their interest in the position. The Association will be notified if the District chooses not to fill a position. When a new bargaining unit position is created, the District and Association will meet to determine the appropriate salary classification.

5.8.2 Postings will be done in a timely manner and will list the relevant minimum requirements for the position. Newly created or vacant positions will be open in the District five (5) days prior to them being open to the public. The association president will be notified when there is a posting. Any CCA member interested in receiving notice of open positions during the summer months needs to email the Human Resources department to receive information on newly posted positions.

5.8.3 The District agrees to consider all properly filed internal applications and may choose to conduct interviews. Upon written request by an unsuccessful candidate, the District agrees to inform the unsuccessful candidate why he/ she was not selected for the position.

5.8.4 Qualifications of internal applicants shall be entered through the District's online application process and shall meet the following minimum criteria:

- a. a letter of interest
- b. the skills and/ or experience needed to perform the tasks required by the position
- c. an overall satisfactory rating on the employee's most recent performance evaluation.
- d. years of prior service within the District if other qualifications are equal.

5.8.5 Involuntary transfers. The District shall be entitled to make involuntary transfers of employees in the best interest of the District after communicating with the Association. The District shall provide a written statement to the Association and the affected member(s) describing the justification for this action when requested by the employee. Such transfers may be necessitated by the application of federal, or state requirements, grant requirements, enrollment requirements or as otherwise determined by the District to support the program. Except in emergency situations, an employee, subject to involuntary transfer shall be entitled to one week notice prior to transfer. If circumstances and timing permit, the District will attempt to utilize the voluntary transfer process prior to resorting to an involuntary transfer. No employee shall suffer a loss in pay due to involuntary transfer during the school-year they were transferred. Beginning with the 2015-2016 school-year, moving forward, employees who are involuntarily transferred from their position, have been in that position for five (5) or more years, and who have twenty (20) or more years of experience in the District, shall not be reduced in salary. If the position they were transferred from becomes vacant, within the same school-year, they shall be given the right to return to that position if they so choose.

5.8.6 Administrative Transfers. The District shall be entitled to administratively transfer employees due to individual issues regarding specific employees. These administrative transfers will be communicated in advance to the Association and would typically arise due to employee's relations with co-workers, interactions with particular students, documented disciplinary action, or based on documented performance concerns.

Section 5.9 Employee Safety

The District and Association agree that safe working conditions are important. For the well-being and safety of the students, the parties agree that an appropriate distribution of members to students will be based on recommendation from the Safety Committee, Labor Management, and the individual principal in the affected buildings. This decision will be made no later than October 15 of each year. The appropriate distribution will be based on the enrolled number of students (FTE) as reported to OSPI in each building; the appropriate distribution will also take into consideration the shape and size of each playground.

CCA will appoint a representative to the Safety Committee.

CCA members shall not be required to work under unsafe or hazardous conditions. Should a member become aware of an unsafe or hazardous condition, the member shall notify their supervisor, building administrator or designee immediately.

CCA members may use such reasonable measures as necessary to protect themselves from attack, physical abuse or injury.

No employee shall be required to dispense or administer medication unless qualified and legally authorized to do so in accordance with Washington State law. Employees shall be protected from liability by the District when following instructions provided to employees for dispensing or administering medication.

Only employees who have been properly trained in addressing student health needs, as determined in the student health, 504 or IEP plan, shall be required to do so. Training will be provided in accordance with Washington State school law delegation principles.

Employees whose personal property is damaged or stolen in the course of his/her employment may apply for reimbursement of costs of repairs or replacement through the District's insurance program to the limit of the individual's insurance deductible.

The District will provide working communication tools to ensure the safety of those employees while on recess/playground duty and before and after school duty. If the situation warrants, the CCA member will use their cell phone to contact the appropriate administrator or legal authority. Building access will be granted to those employees during these periods and no doors shall be locked as to not allow access if an emergency does occur.

The District will provide training for all employees who work as crossing guards and recess/playground attendants. This training will be a part of the working day and paid at the employee's hourly rate. If this training is held outside the working day, employees will be compensated at their hourly rate of pay or at the overtime rate if the employee's hours are such that they have met that threshold. This training will count towards the employee's required professional development hours.

5.10 Information Access and Tools. Para-educators shall have access to the Individualized Education Programs and Selection 504 plans for students with whom they have direct contact, in compliance with state and federal laws.

ARTICLE VI - HOLIDAYS AND VACATIONS

Section 6.1 Paid Holidays

Employees shall be compensated at their regular rate of pay for the following holidays which fall within their work year provided they worked or are on paid leave the scheduled shift before and after the holiday:

- a. Labor Day
- b. Veterans Day
- c. Thanksgiving Day
- d. the day after Thanksgiving Day
- e. Christmas Day
- f. New Year's Day
- g. Martin Luther King, Jr.'s Birthday
- h. President's Day
- i. Memorial Day
- j. Christmas Eve
- k. New Year's eve

ARTICLE VII - LEAVES

Section 7.1 Illness, Injury and Emergency Leaves

Employees shall be eligible for sick leave, emergency leave, bereavement leave, maternity leave, jury and subpoena leave, and personal leave as described below:

7.1.1 Sick_Leave. Employees shall accrue twelve (12) days per year. Sick leave days are to be used when absent due to illness, injury or emergency as provided by RCW 28A. 400.300. Unused sick leave days may accumulate from year to year to a maximum of 180 days and/or may be cashed out annually (see sick leave cash-out section). Doctor, dental and vision appointments will be considered valid reasons to use sick leave. If a CCA member is gone for five (5) or more consecutive days or has a scheduled procedure that will keep them out for five (5) or more consecutive days, he/she needs to contact the Human Resources department to report leave and to receive further instructions on needed paperwork.

7.1.2 Sick Leave Cash-out. Employees may cash in unused sick leave above an accumulation of sixty (60) days from the previous year's accumulation, at a ratio of one (1) full day monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at the rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.

- a. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.

- b. At the time of separation from school district employment due to retirement or death as defined by State law and regulations governing the sick leave incentive program, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) days accrued sick leave for illness or injury.

7.1.3 Labor and Industries. All employees must report an industrial injury immediately to the employer.

When eligible for benefits from the Department of Labor and Industries Industrial Insurance Program, the employee shall have the following options in accordance with RCW 51.32.090 (provided employer does not elect to pay full salary):

1. Employee elects to only receive Temporary Total Disability (TTD) compensation and takes leave without pay for days missed and keeps the entire Workman's Comp payment; or
2. Employee elects to receive TTD compensation and receives full wages from their accrued paid leave. The employee then may use the Workman's Check to buy back what days of paid leave used that they can from the District from the same period. The law prevents the employer from requiring a worker to "buy back" vacation, sick or other similar leave benefits; or
3. Employee elects TTD compensation PLUS a "full day" of appropriate accrued leave without buying back accrued leave time. (Employee chooses to use leave and not buy it back); or
4. Employee elects to receive TTD compensation PLUS it is supplemented with proportionate share of appropriate accrued leave amount necessary to achieve normal pay, without buying back accrued leave time. Essentially, the employee utilizes Workman's Comp and leave in a balanced manner to "break even" without needing to buy back days.

Section 7.2 Emergency Leave

Emergency leave may be granted and charged against the sick leave bank. An emergency is defined as a problem that must have been suddenly precipitated, must be of such a nature that preplanning was not possible and where preplanning could not relieve the necessity for the employee's absence.

Section 7.3 Bereavement Leave

For each situation involving the death of a member in a classified employee's or spouse's immediate family, the employee shall be allowed up to five (5) days of absence on full pay. Immediate family is defined as being a father, mother, sister, brother, wife, husband, child, grandchild, grandparent, great grandparent, uncle, aunt, nephew, niece, first cousin, father-in-law, mother-in-law, sister-in-law, brother-in-law, fiancé, fiancée, or a more distant relative who was living in the same household. Such leave will not be deducted from sick leave. It is anticipated that such bereavement leave will be taken within a reasonable time of the death.

Bereavement leave does not carry-over from year to year.

An employee shall be granted up to five (5) days bereavement leave for the death of any person with whom the employee has close emotional ties who are not designated above. Such leave shall be without pay, or the employee may use personal leave or sick leave.

Section 7.4 Maternity Leave

7.4.1 The District will grant a leave of absence for the period of time that an employee is sick or temporarily disabled because of pregnancy or childbirth. Illness or disabilities caused or contributed to by pregnancy, childbirth, or complications therefrom, will be covered under the section Sick Leave contained herein. Unless an emergency exists, the employee requesting maternity leave shall give written notice to the District by completing a Family and Medical Leave Act (FMLA) application and submitting it to the Human Resources Department by the beginning of the fourth month of pregnancy. Employees adopting a child need to complete the FMLA application and submit to the HR Department at least 30 days prior to the adoption if possible. Employees who are foster parents are requested to complete the FMLA form and submit to the HR Department as soon as possible at the notification of assignment.

The written request for maternity leave should include a statement as to the expected date of return to employment. The leave shall commence and terminate upon the recommendation of the classified employee's personal physician. At the time of recommendation, the employee will be eligible to receive shared leave per RCW 41.04.650. At termination of said leave, the employee will be reinstated to a position comparable to the one held at the time of commencement of such leave.

7.4.2 In the event sick leave has been exhausted, the employee may be granted an unpaid leave of absence per board policy.

7.4.3 An employee returning from maternity leave shall be returned to the same or a similar position.

Section 7.5 Child Rearing Leave

Depending upon the discretion of the District, an employee may be allowed up to one (1) year of unpaid leave for the purpose of child rearing a natural or adopted child. An employee granted such leave shall be returned to the same or a similar position.

Section 7.6 Personal Leave

Employees will be granted two (2) days of Personal Leave per year at the employee's discretion, when important circumstances or transactions which could not be attended to outside the employee's regular hours of work require the presence of the employee. Personal leave shall not be taken the last week of school or on the day before and after vacations without the approval of the Superintendent. Employees may take personal leave in hourly increments.

The employee may have the option to rollover two (2) days a year for a maximum of four (4) days for a year. One (1) day of unused Personal Leave may be reimbursed at the employee's

discretion at their current rate of pay. This amount is to be paid in June of each year. This reimbursement provision shall not apply to employees in the last two (2) years of employment prior to retirement from the District. Employees who are hired after January 1, of the current year will be prorated to earn only one (1) day of personal leave. They are still entitled to roll over any unused leave for the next school year.

Section 7.7 Jury and Subpoena Leave

Leaves with pay are allowed for jury duty. The employee will notify the District when notification to serve on jury duty is received or a subpoena has been served on the employee. Paid leave is available for an employee who is requested by the District to testify in a work related matter. An employee may be eligible for paid leave if compelled to testify out of civic duty in a non-personal matter, upon prior approval by the supervisor.

Section 7.8 Adoption Leave

Adoption leave with pay (deducted from sick leave) shall be granted upon prior application to the District by a parent in order to complete the adoption process, providing such leave does not exceed an aggregate of ten (10) days in any given year. Such leave may be used for court legal procedures, home study and evaluation, required home visitations by the adoption agent not possible to schedule outside of the regular working hours or to obtain physical custody of the child.

Section 7.9 Association Leave

The District shall grant seventy-five (75) days of leave with pay per year to the Association designed to allow an employee to participate in union activities and/or training. The Association president shall determine who may use such leave. The Association shall reimburse the District for the cost of a substitute for these days.

Section 7.10 Military Leave

Employees shall be granted military leave in accordance with State and Federal law.

Section 7.11 Shared Leave

7.11.1 Each bargaining unit member who has accumulated more than forty (40) days of sick leave may donate up to six (6) days per year to other District employees, provided that such contribution does not reduce their own sick leave below forty (40) days.

7.11.2 All Bargaining Unit Members shall be eligible to receive donated sick leave from throughout the District, upon approval by the District Leave Committee and provided:

1. The staff member suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause, the staff member to:
 - a. go on leave without pay status; or
 - b. terminate his/ her employment.

2. The staff member has depleted, or will shortly deplete all sick leave reserves;
3. The staff member is not eligible for industrial insurance benefits.

7.11.3 No individual may receive more than two hundred sixty-one (261) days in total of donated sick leave. The District shall require proper documentation from a licensed or otherwise authorized health care provider along with the application for donated leave. Such documentation shall include a verification of the extraordinary nature and expected duration of the condition.

7.11.4 All donated sick leave must be given voluntarily. No one shall be coerced, threatened, intimidated or financially induced into donating sick leave.

7.11.5 The leave recipient shall receive his/ her normal rate of pay. All salary calculations shall be per WAC 392-126-099. Likewise, all unused donated leave shall be returned to the donor on a pro-rated basis.

7.11.6 All definitions shall be per WAC 392-126.

Section 7.12 Family Leave

Family leave shall be granted in accordance with State and Federal law.

Section 7.13 Short Term Leave Without Pay. (Two (2) days maximum per school year)

Leave without pay may be granted to employees to use on an hourly basis with principal approval.

Section 7.14 Long Term Leave of Absence. (Three (3) or more days per school year)

7.14.1 At the discretion of the Board of Directors an employee may be granted a leave of absence, without pay, for a period not to exceed one (1) year. The CCA member must fill out a Leave without Pay Request form and submit to the Human Resources Department. A leave of absence may be extended beyond one (1) year upon approval of the Board.

7.14.2 The returning employee will be assigned to the same or a similar position as occupied before the leave of absence.

7.14.3 Employees returning from leave will notify the Superintendent of their desire to return in writing, by April 1st of the year he/ she is on leave, in order to return the following school year. Otherwise, it will be assumed that they do not desire to return to employment in the District.

7.14.4 Employees on approved unpaid leaves of absence (excluding FMLA) shall provide payment to the District to cover the cost of insurance benefits provided by the District. Employee shall be required to pay both the employer and employee share of the premiums or risk being removed from the benefit plan. Medical benefits may be available for employees on leave under COBRA.

7.14.5 Position Elimination or Disciplinary action unrelated to Leave

Employees who are on unpaid leave shall be subject to the discipline, discharge, and Layoff and Recall provisions of this Agreement, if the circumstances warrant.

Section 7.15 Professional Leave

An employee shall be entitled to make a request for professional leave for the purpose of participating in professional improvement activities. Such leave is subject to the approval of the appropriate District Administrator.

ARTICLE VIII - PROBATION AND SENIORITY

Section 8.1 Seniority

8.1.1 New employees in the bargaining unit will not accrue seniority until they have completed a ninety (90) calendar day probationary period, to the satisfaction of the District. After the probationary period, their bargaining unit seniority will date from the time they entered the bargaining unit.

8.1.2 The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began regular employment in a bargaining unit position or in a position subsequently included in the bargaining unit. Employees who leave the bargaining unit but return to the unit within eighteen (18) months shall have their seniority restored, however they shall not accrue seniority for that interim period of time.

8.1.3 For the purposes of determining the appropriate employee for Layoff and Recall, the determination shall be made based upon job classification seniority amongst qualified employees, as further defined in Article IX below. When an employee remains in the bargaining unit but moves from one job classification to the other, the employee shall not continue to accrue seniority in the previous classification. The employee shall begin accruing seniority in the new job classification after completion of the probationary period, retroactive to the date they first entered the new classification. If the employee and District agree, there may be a shortened probationary period for transferring employees.

8.1.4 The seniority rights of an employee shall be lost for the following reasons: resignation, discharge for just cause and retirement.

8.1.5 Seniority rights shall not be lost but shall not accrue for the following reasons: authorized unpaid leaves of absence, and involuntary layoff.

8.1.6 Seniority rights shall continue to accrue for the following reasons: absence due to industrial injury; paid, authorized absence covered by the leave provision of the agreement; and holidays and vacations.

8.1.7 By February 28 of each year, the District will print and distribute, to all employees and the Association, a seniority list ranking each employee from greatest to least seniority within the bargaining unit. The District shall make reasonable efforts to provide the Association with updated list of bargaining unit employees on a monthly basis.

ARTICLE IX - LAYOFF AND RECALL

Section 9.1 Layoff

9.1.1 Layoff shall be defined as a reduction in the workforce beyond the normal attrition. Prior to the final determination of a layoff by the District, the District will consider input offered during regularly scheduled labor management meetings concerning possible staff reductions.

9.1.2 In the event the District institutes a layoff of employees, the Association and the affected employees will be given written notice at least 14 days prior to the time the layoff would occur. This notice is not required for overload aide positions.

9.1.3 In the determination of layoffs, employees shall be laid off in reverse order of seniority within job classification, for equally qualified employees. The District shall be entitled to consider the same criteria used to determine appropriate qualifications for transfer decisions when determining equal qualifications:

- a. the skills and/ or experience needed to perform the tasks required by the position
- b. an overall satisfactory rating on the employee's most recent performance evaluation

For the purposes of this Section, job classification shall mean those job titles as set forth on the salary schedule (appendix A). An employee who is laid off in his/ her working classification shall only be considered for retention in the other job classification(s) within which he/ she retains seniority. An employee shall not be entitled to bump into a job that requires more hours of employment than the employee's previous job.

9.1.4 In the event of more than one individual employee having the same seniority ranking, all employees so affected shall participate in a drawing by lot to determine position on the seniority list.

9.1.5 A laid off employee shall upon application, and at his/ her option, be granted priority status on the substitute list according to his/ her seniority if qualified.

9.1.6 In compliance with C.O.B.R.A. laws, laid off employees may continue their insurance benefits by paying the regular monthly group rate premium for such benefits to the District, subject to carrier approval, for up to eighteen (18) months from the date of layoff.

Section 9.2 Recall

9.2.1 Laid off employees shall be placed into a re-employment pool. Reassignment from this pool to existing vacancies within job classification shall be by seniority for positions for which they are qualified. Recall rights shall not extend beyond two (2) years from the date of the layoff notice. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's records. It shall be the employee's responsibility to keep the District notified as to his/ her current mailing address.

9.2.2 If an employee rejects an offer of recall, the position shall be offered to the individual so laid off with the next greatest seniority. The employee who has rejected the reassignment will be dropped from the pool.

9.2.3 All benefits to which an employee was entitled at the time of his/her layoff, including unused sick leave, will be restored to the employee upon return to active employment from layoff.

Section 9.3 Reduced Schedules

9.3.1 The parties recognize that the schedules for employees in the bargaining unit are subject to fluctuations during the year depending upon the needs of the District, enrollment of particular students with special needs and are programmatically driven. The District will make reasonable efforts to distribute work amongst the employees consistent with their prior schedules. The District will give as much notice as reasonable under the circumstances of planned work force reductions in order to allow the employees the opportunity for personal planning.

9.3.2 The parties also recognize, however, that a drop in hours, without a reduction in employees, may be necessary. In the event that the District needs to reduce hours of sixty (60) minutes or more a work day of an employee's shift, the impacted employee shall be eligible to keep the reduced shift or bump into a position selected by the District that the employee is otherwise qualified. For purposes of bumping, the District shall select that position held by the least senior employee working the highest number of hours (not exceeding the impacted employee's original shift hours). The District also reserves the right to exclude a position from bumping, if it can show that the employee in that position has specialized qualifications as required by that position. An impacted employee shall be given forty-eight (48) hours to accept or reject the reduced position and the bumping position. A junior employee bumped out of a position in this process shall be assigned the more senior employee's original reduced shift if time loss is less than sixty (60) minutes. If the time loss is sixty (60) minutes or more the bumping process will be repeated.

ARTICLE X - PERSONNEL FILES

Section 10.1 Personnel Files

10.1.1 Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Another person may, at the employees' request, be present at this review.

10.1.2 Employees will be provided a copy of any material placed in their personnel file. Employees shall have the right to attach their own comments to such documents.

ARTICLE XI - EMPLOYEE EVALUATION

Section 11.1 Employee Evaluation

11.1.1 By October 15 of each year, an employee shall be given the name of their primary evaluator and contributing evaluators. If those should change during the year, the employee shall be notified in a reasonable time period. Evaluations shall be made at least once annually, no later than May 15, and shall be signed by the appropriate administrator. Supervising teachers shall

have input into the employees annual evaluation. The parties agree that the evaluation document itself is designed to be a summary document of matters observed or occurring throughout the year and that the District will take reasonable steps to avoid surprises in the evaluation document.

11.1.2 The evaluatee shall sign the District's copy of the evaluation to indicate that he or she has received a copy of the report. The signature of the evaluatee does not, however, necessarily imply that the employee agrees with the contents of the evaluation. The employee will have the right to attach a written rebuttal to the evaluation form. The contents of an evaluation shall not be subject to the grievance process.

ARTICLE XII - GRIEVANCE PROCEDURE

Section 12.1 Definitions

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

12.1.2 A grievant shall mean an individual, a group of individuals and/or the Association.

12.1.3 The term "supervisor" shall mean the appropriate administrator.

12.1.4 The term "days" when used hereinafter shall mean work days.

Section 12.2 Procedure for Processing Grievances

12.2.1 Step 1: Immediate Supervisor

- A. The grievant and the Association representative, or the Association, should orally present a grievance to the immediate supervisor. If the grievance is not settled orally, the grievance shall be presented in writing to the immediate supervisor within fifteen (15) working days after the occurrence of the grievance or within fifteen (15) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance.
- B. The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, provision or provisions of the Agreement alleged to be violated and the specific remedy requested. The parties agree that in order to give the District an opportunity to fully consider the scope of the grievance the remedy requested should be specific and that "make whole" is not a specific remedy request.
- C. The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form. The immediate supervisor shall answer the grievance in writing within ten (10) working days of receiving the grievance.

12.2.2 Step 2: Superintendent

- A. If no satisfactory settlement is reached in Step 1, the grievance may be appealed to Step 2 Superintendent, or his/her designated representative within ten (10) working days of receipt of the decision rendered in Step 1.
- B. The Superintendent or his/her designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within ten (10) working days of the receipt of the appeal.
- C. The Superintendent or his/her designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), and/or Association representative within ten (10) working days from the conclusion of the meeting.

12.2.3 Step 3: School Board

- A. If no satisfactory settlement has been reached as stated in Step 2, the grievance may be appealed to Step 3 School Board, by filing written notice of the appeal with the Superintendent within ten (10) days of receipt of the Superintendent's decision.
- B. The Board will meet within fifteen (15) working days to hear the matter. After the Board meeting, they will render their written decision within fifteen (15) working days.

12.2.4 Step 4: Arbitration

- A. If no satisfactory settlement is reached at Step 3, the Association, within fifteen (15) working days of the receipt of the decision may appeal the final decision of the District to the American Arbitration Association for arbitration under the Voluntary Rules.
- B. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the District, the Association and the grievant(s).

12.2.5 Jurisdiction of Arbitrator

- A. The arbitrator shall have no power to add to, subtract from, disregard or modify the terms and provisions of this Agreement. Any remedy fashioned for a "continuing grievance" shall be restricted to the period beginning thirty (30) days before the date the grievance was filed.
- B. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law.
- C. In order to encourage that all issues be considered early in the process, the arbitrator shall not be allowed to consider matters not presented by the parties during a grievance step before the arbitration.

Section 12.3 Additional Provisions

12.3.1 Time Limits

- A. Time limits provided in this procedure may be extended by written mutual agreement between the parties.
- B. Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within a specific time limit shall permit the Association to lodge an appeal at the next step of this procedure.
- C. Any grievance which has not been resolved or advanced by the grievant from one step to the next within the time limits of that step shall be considered withdrawn and the grievance shall not be eligible to be processed to the next step in the grievance process and this penalty for failure to timely file shall be binding on the arbitrator.
- D. In order to expedite grievance adjudication, the parties agree that any Association grievances or class action grievances, may be lodged at Step 2 of this procedure subject to the Step 1 time limit.

12.3.2 A grievant can be represented at all stages of the grievance procedure by him/ herself, or at his/ her option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to communicate to the District, the Association's views regarding the grievance and its potential outcome. The District will share the outcome of the grievance with the Association.

12.3.3 No party will discriminate against any other party for participation in any action under this Article.

12.3.4 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

12.3.5 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 XIII - REQUIRED TRAINING

Section 13.1 Required Training

Any hours of inservice required by the District will be paid at the employee's regular hourly rate of pay or at the overtime rate, if applicable.

Section 13.2 Employee Orientation

New employees or re-assigned employees (employees reporting to a new assignment as defined by job classifications as set forth on the salary schedule Appendix A) shall be granted up to four hours upon reporting to the work site for the purpose of orientation to the new job. Orientation shall include, but not be limited to: payroll and insurance sign-up/orientation at the District

Office, an introduction to the practical aspects of the work place, job expectations and any applicable employee procedures and/or handbook. The building principal or lead program administrator and the employee's immediate supervisor shall schedule and coordinate the orientation, which may be scheduled to occur on more than one (1) day, but not to exceed the four hours total.

Section 13.3 Professional Development - Classification 1 and 2

The District will notify employees in Classification 1 and 2 as to the number of professional development hours required for their specific position. If training hours are not completed, the amount of the hours short will be reduced on the August pay period. The District will make notification by October 1. Hours are based upon the number of hours being paid but not otherwise worked to non-student days/time in the calendar. Professional development hours must be pre-approved by the building principal and/or curriculum director.

Section 13.4 Minimum Job Qualifications

The parties recognize that due to the No Child Left Behind Act current employees may need to take additional classes or demonstrate their expertise in order to remain qualified for their employment. Employees will need to demonstrate that they have met one of the following criteria: Associate Arts degree; two years of higher education with seventy-two (72) quarter credits or forty-eight (48) semester credits; pass the State approved paraprofessional assessment/test ; successfully complete the Portfolio process; or meet any other state or Federally assessment approved criteria for the position held. The District will pay for any state approved test for current employees (one time, not to exceed forty (\$40.00) dollars. The District will have some supplies available for preparation of the Portfolio. Newly hired employees who previously worked for the District as a substitute, shall be reimbursed up to forty (\$40.00) dollars for the state approved test after successful completion of their probationary period.

ARTICLE XIV - INSURANCE AND RETIREMENT

Section 14.1 Medical Insurance

14.1.1 The District shall contribute the State allocated amount per FTE to the pool for approved medical, dental and vision insurance premiums as stated below. In addition, the District will contribute the equivalent of the retirement subsidy and a twenty-five dollar (\$25.00) contribution per full time employee to the insurance pool.

14.1.2 The District will contribute the following amounts toward payments of approved medical, dental and vision insurance:

- a. Full state funding allocations will be distributed to employees working at least one thousand four hundred and forty (1440) hours annually. Employees working fewer hours will have their benefits calculated on a pro rata basis.

14.1.3 Employees terminating employment shall be entitled to continue receiving the District insurance benefits in accordance with federal law (C.O.B.R.A.).

Section 14.2 School Employees' Retirement System

Employees shall be members of the School Employees' Retirement System as required by law. The District shall report all hours worked, whether straight time, extended time or overtime, for the purpose of retirement.

ARTICLE XV - SALARIES AND EMPLOYEE COMPENSATION

Section 15.1 Salary Payment

15.1.1 Employees shall be paid for all authorized hours worked. Each employee shall be paid according to his/ her proper salary step as set forth in Appendix A.

15.1.2 An employee's base salary (including holiday pay, stipends, etc.) shall be paid in twelve (12) equal monthly installments.

15.1.3 For the limited purposed of considering placement on the salary schedule, an employee will be given credit for an entire year if they are hired on or before November 30th and work through the remainder of the year per Board Policy 5310.

15.1.4 For the purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (1/4) hour.

15.1.5 Classified State Funded increases in salary shall be passed through annually to each employee. This includes the full COLA amount.

Salary – See Appendix A

Section 15.2 Mileage

15.2.1 Any employee required to travel in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the IRS rate per mile or District approved rate, whichever is greater.

15.2.2 Any employee who is required to travel outside the District on District business shall be reimbursed for mileage, meals and lodging according to District policy.

Section 15.3 Payroll Deductions

The District will make payroll deductions for employees as required by law. The District will make employee designated deductions for premium costs in excess of District contributions, approved tax sheltered annuities, optional insurance programs, Association dues, credit union payments (including savings, etc.), United Way, and other District approved deductions.

Section 15.4 Automatic Payroll Deposit

The District shall make automatic payroll deposit available to employees. This service shall be optional for current employees. All new employees are required to participate in automatic payroll deposit. Each employee may select the financial institution to which their funds shall be deposited.

Section 15.5 Pay Adjustments

When an overpayment made to a member, the district will promptly notify the employee and the two parties will mutually agree to a plan for repayment by the member that does not cause an undue burden. Additionally, when an underpayment occurs, the district will promptly notify the employee and rectify the situation by paying the underpayment amount within two weeks.

ARTICLE XVI - TERM

Section 16.1 Term

The term of this Agreement shall be September 1, 2017 to August 31, 2019. This Agreement may be reopened and modified at any time during its term upon mutual written consent of the District and the Association.

Date _____

Date _____

CLARKSTON SCHOOL DISTRICT J250-185

Clarkston Classified Association

President, Board of Directors

President

Superintendent

APPENDIX A – SALARY SCHEDULE

CLASSIFICATION I

- ◆ BESST Assistant/PASS Assistant
- ◆ Behavior Assistant, SpEd
- ◆ College & Career Readiness Specialist
- ◆ Educational Interpreter, SpEd
- ◆ ELL Assistant
- ◆ EOC Case Manager
- ◆ EOC Instructional Assistant
- ◆ Fine Motor Assistant, SpEd
- ◆ Highly Capable Coordinator/STRIVE
- ◆ K-LAP Assistant
- ◆ LAP/Title 1 Instructional Assistant
- ◆ Library Assistant
- ◆ One to One Instructional Assistant, SpEd
- ◆ Music Assistant
- ◆ Parent Coordinator
- ◆ Registered Counselors
- ◆ Self-Contained Assistant, SpEd
- ◆ SLP Assistant, SpEd
- ◆ Special Education Assistant, SpEd
- ◆ Transition Coordinator
- ◆ Trauma Sensitive Assistant, SpEd
- ◆ Vision Impaired Assistant, SpEd

	2018-19
Substitute Rate	\$13.31
0-3 Years – Entry	\$18.60
4-6 Years	\$19.56
7-9 Years	\$19.90
10+ Years	\$20.23
20+ Years	\$20.92

CLASSIFICATION II

- ◆ Agricultural Assistant
- ◆ Breakfast/Lunchroom Assistant
- ◆ Cashier
- ◆ Consumer Science Assistant
- ◆ Crossing Guard Assistant
- ◆ District Sub Caller
- ◆ Marketing Assistant
- ◆ Office Assistant
- ◆ Playground Assistant
- ◆ Safety Patrol
- ◆ Transportation Assistant

	2018-19
Substitute Rate	\$12.56
0-3 Years – Entry	\$17.54
4-6 Years	\$18.41
7-9 Years	\$18.72
10+ Years	\$19.07
20+ Years	\$19.77

APPENDIX B—SCHEDULE FORM

Master Paraprofessionals Schedule

Name	# hrs	Start Time	End Time	Break	Lunch	Primary Evaluator	Contributing Evaluator	Employee Initials	Administrator	Date

If changes are needed to the schedule, please see your administrator.

Special schedules may result in unanticipated changes to daily schedule. Please see administrator if you have a question.