

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**ANACORTES SCHOOL DISTRICT #103**



**ANACORTES ADMINISTRATIVE ASSISTANTS**

**SEPTEMBER 2018-AUGUST 2020**

**AGREEMENT BETWEEN THE ANACORTES ADMINISTRATIVE ASSISTANTS  
AND THE ANACORTES SCHOOL DISTRICT NO. 103**

**INDEX**

**Contents**

RECOGNITION AND COVERAGE OF AGREEMENT .....	3
RIGHTS OF THE EMPLOYER .....	3
RIGHTS OF EMPLOYEES .....	4
RIGHTS OF THE BARGAINING REPRESENTATIVE .....	4
MATTERS FOR NEGOTIATIONS/CONSULTATIONS .....	5
HOURS OF WORK .....	6
HOLIDAYS .....	8
SICK LEAVE, BEREAVEMENT LEAVE, PERSONAL, EMERGENCY LEAVE .....	9
LEAVE OF ABSENCE .....	11
LONGEVITY PAY .....	12
SENIORITY .....	12
PROBATIONARY PERIOD .....	12
EMPLOYMENT NOTIFICATION .....	13
TRANSFER OF PREVIOUS EXPERIENCE .....	13
RETIREMENT .....	14
INSURANCE .....	14
DISCIPLINE AND DISCHARGE .....	15
SALARIES .....	17
EDUCATION STIPENDS .....	17
EVALUATIONS .....	17
TERM .....	19

**2018-2020 AGREEMENT BETWEEN  
ANACORTES ADMINISTRATIVE ASSISTANTS AND  
ANACORTES SCHOOL DISTRICT NO. 103**

**PREAMBLE**

In accordance with the provisions of the Public Employees Collective Bargaining Act, RCW 41.56, and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

**ARTICLE I**

**RECOGNITION AND COVERAGE OF AGREEMENT**

Section 1.1 The Board of Directors of Anacortes School District #103 recognizes the Anacortes Administrative Assistants, hereinafter known as AAAA, as a bargaining unit described in Section 1.2.

Section 1.2 The bargaining unit to which this agreement is applicable includes all personnel performing work as Administrative Assistants in the elementary and secondary schools in the Anacortes School District. (See Attachment A)

Section 1.3 Within a reasonable amount of time,(not to exceed 60 days) following ratification and signing of this Agreement by the parties, the District shall print (after review and approval by both parties of a rough draft) copies of this Agreement for each AAAA member. AAAA will be responsible for distributing a copy to members of the Association, if requested. The cost of printing supplies shall be shared equally between AAAA and the District. All new employees will receive a copy of the Agreement. Those making application to the District will be informed access to the agreement on the District website.

**ARTICLE II**

**RIGHTS OF THE EMPLOYER**

Section 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, evaluate, promote, retain, transfer, and assign employees in positions, the right to suspend or discharge employees for just cause, or take other disciplinary action, and the right to release employees from duties because of lack of work or levy loss. The District shall retain the right to maintain an orderly, effective and efficient operation.

Section 2.2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations it is recognized that this Agreement supersedes any rules or regulations which are inconsistent or contrary to it.

## ARTICLE III

### RIGHTS OF EMPLOYEES

Section 3.1 Neither the District nor the AAAA shall directly nor indirectly interfere with, restrain, coerce, or discriminate against the employees in their free right to organize and designate representatives of their choosing for the purpose of collective bargaining, or in the free exercise of any other right as guaranteed by RCW 41.56.

Section 3.2 Each employee shall have the right to bring matters relating to or affecting wages, hours, and working conditions to the attention of the appropriate management official of the District.

Section 3.3 Employees of the units subject to this Agreement shall be guaranteed the right to representation, as recognized under existing law.

Section 3.4 Personnel File

Section 3.5 Except as otherwise required by law, one official personnel file shall be kept by the District.

Section 3.6 Each employee, upon written request, shall have the right to inspect the contents of his/her official personnel file. An appointment shall be made with Human Resources, or designee, to arrange for a time to inspect his/her personnel file. Copies of any documents contained in the file shall be provided to the employee upon reasonable request.

Section 3.7 No evaluation, correspondence, or material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her comments.

Section 3.8 Employees have the right to attach written comments to evaluations and other information included in the employee's District personnel file. Said written comments must be signed and dated by the employee at the time the comments are made.

## ARTICLE IV

### RIGHTS OF THE BARGAINING REPRESENTATIVE

Section 4.1 The AAAA has the responsibility to represent the interests of all employees in the bargaining unit and to present its views to the District management on matters relating to or affecting wages, hours, working conditions, and grievance procedures.

Section 4.2 The AAAA will be notified as soon as possible by the District of any disciplinary action by the District against any employee in the bargaining unit, in accordance with the provisions of Article II and Article XVII. The AAAA shall be entitled to have a representative(s) present at hearings conducted by District officials regarding matters concerning the above and to make known the AAAA's opinions concerning the case.

Section 4.3 The District agrees to deduct Association dues in accordance with the terms of Article XIX, Section 19.4. The Association agrees to provide to the District payroll office no later than

September 15 of each year a list of employees authorized for the automatic payroll deduction and the amount of the Association membership dues. The District shall be absolved by the Association of the responsibility for accuracy and accounting of Association dues or inaccurate information provided by the employee or the Association. The Association shall indemnify and hold harmless from all claims asserted and lawsuits commenced by or on behalf of any employee due to action taken by the District in strict compliance with this section.

Section 4.4 All members of the bargaining unit shall, as a condition of employment, be a member of the Association or pay an amount equal to the dues of the Association.

Section 4.5 The District shall enforce this provision by deducting from the employee's salary each pay period the dues required of membership, upon receipt of written authorization, or from nonmembers, thereof, a fee equivalent to such dues.

Section 4.6 The Association, upon receipt of written authorization from the employee on the appropriate form, shall have the right to have an amount equal to legal fees and dues required for membership deducted from the salary of employees. Such dues amount shall be certified by the Association no later than November 15 of each year. The District shall transmit the dues and fees to the treasurer of the Washington Education Association each pay period. Dues will include local dues. The dues deduction form and authorization, once completed, shall remain in effect during the life of this agreement.

Section 4.7 This provision safeguards the rights of non-association employees based on bona fide religious tenets or teaching 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 nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. Said contribution will be forwarded by the District directly to the specified organization. If the employee and the Association do not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.

Section 4.8 The Association will indemnify, defend, and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District pursuant to proper implementation of this provision.

Section 4.9 All new members of the bargaining unit will meet with the Association President or designee for a minimum of 1 contract hour during employee's first 30 days of employment to review the CBA and understand the Rights of Employer and the Rights of the Employee. This may be done in a group setting. It shall be the responsibility of the Association to schedule and facilitate said meetings.

## **ARTICLE V**

### **MATTERS FOR NEGOTIATIONS/CONSULTATIONS**

Section 5.1 It is agreed that matters appropriate for negotiations between the District and AAAA are matters related to or affecting wages, hours, working conditions, and grievance procedures.

## ARTICLE VI

### HOURS OF WORK

Section 6.1 For Administrative Assistants who work fewer than forty (40) hours per week, all hours worked beyond the hours specified in the individual's contract (up to 40 hours per week) will be compensated at regular pay. If the number of hours per day exceeds 8 on weeks with fewer than 5 assigned workdays, or per week exceeds forty (40) for any Administrative Assistant, he/she shall be compensated at the rate of one and one-half times the employee's hourly rate, except for Sunday work which shall be compensated at the rate of double time. Said additional time is to be scheduled at the discretion of the building principal after discussion with the Administrative Assistant. If the Administrative Assistant is not available to work, the principal can offer the employment to another bargaining unit member or a substitute.

The minimum days worked for Administrative Assistants will be as follows, inclusive of sick, bereavement, personal and emergency leave:

184 days - Elementary/Secondary General Admin Assistant

200 days - Elementary Office Manager Admin Assistant

200 days - Secondary Other Department Admin Assistants

210 days - Secondary Registrars, high school ASB

210 days – Middle School office manager administrative assistants

Additional paid days for holidays and longevity will be included in the employee's contract based on Article VIII and Article X.

200 days - Secondary Other Department Admin Assistants- Food service administrative assistant.

260 days – High School Office manager – inclusive of the items above and inclusive of vacation time (all benefits of a 12-month employee).

SECTION 6.1 \*List all positions with titles and days or place titles and days on appendix with salary schedule.

Section 6.2 Employees assigned to work a shift regularly filled by a higher classification employee shall receive compensation equal to the employee in the higher classification, based upon the experience step of the substituting employee. Substitutes not regularly employed by the District shall be paid the base pay of that position. This section shall not apply to vacation replacements or to temporary assignments while school is not in session, or illness coverage. Any current bargaining unit employee who substitutes whether by volunteering or by assignment shall not suffer a loss of wages for doing so.

Employees who are assigned or directed to serve on committees, attend staff meetings, or otherwise directed to work beyond their normal work schedule will be paid at their normal hourly rate of pay unless such assignments or services cause the employee's work schedule to exceed 8 hours per day on weeks with fewer than 5 assigned workdays or forty hours per week in which case the employee will be paid according to the provisions in 6.1 above.

Section 6.3 Employees may be transferred from one department to another or from one building to another however, in the event of involuntary transfer volunteers will be sought prior to effecting any involuntary transfers.

Section 6.4 All Administrative Assistants working over five (5) hours per day shall receive a sixty (60) minute uninterrupted lunch period on the employee's time. Deviations from the sixty (60) minute uninterrupted lunch period may be accommodated with the approval of the building principal and the affected employee. Each employee shall be entitled to a fifteen (15) minute rest period within each continuous four (4) hours of work.

Section 6.5 An employee hired by the Board of Directors on a regularly scheduled basis or for 180 or more days per year shall be considered a permanent employee. Any Administrative Assistant working less than seven (7) hours per day shall have all holiday, vacation, and sick leave prorated according to the number of hours worked.

Section 6.6 The District will pay mileage, meals, lodging and registration for approved activities outside of the district. AAAA members are encouraged to participate in District provided professional development activities. The District will provide at least one in-district in-service program opportunity on an annual basis during a non-student workday.

Section 6.7 The District will provide each employee with forty-eight(48) hours of pay pro-rated by the employee's FTE. Use of the hours provided will be determined by the employee and will be scheduled in consultation with the employee's immediate supervisor. Said hours of work must be reported no later than the end of the month in which the hours are worked.

Section 6.8 The District will pay for all time necessary in moving the work area from one location to another due either to remodeling or to involuntary reassignment.

Section 6.9 The District will allow for 2 Collaboration days for AAAA members on days when certificated staff are participating in similar activities.

Pre-approval process: Forms/Agendas must be submitted to Human Resources for approval. Activities must be requested one month prior to proposed collaboration activities. (Form to be developed between AAAA and the District).

Form:  
Title: Anacortes Administrative Assistants Collaboration Time  
Date:  
Location:  
Hours:  
Topic:  
Description:  
Responsible Organizer

## ARTICLE VII

### HOLIDAYS

Section 7.1 Twelve month employees shall be paid for 260 days. They shall be entitled to the following paid holidays. If one of the designated holidays falls on a Saturday or Sunday, or if school is in session on any of these holidays, the employee will receive pay for that day.

#### TWELVE MONTH EMPLOYEE HOLIDAYS

Labor Day	1 day	President's Day	1 day
Veterans Day	1 day	Friday of Spring Break	1 day
Thanksgiving	2 days	Memorial Day	1 day
Christmas Eve	1 day	Fourth of July	1 day
Christmas	1 day	New Year's Eve	1 day
M. Luther King	1 day	New Year's Day	1 day

Section 7.2 Elementary and secondary Administrative Assistants are entitled to eleven (11) paid holidays, as follows:

Labor Day	1 day	New Year's Day	1 day
Veterans Day	1 day	President's Day	1 day
Thanksgiving	2 days	Friday of Spring Break	1 day
Christmas Eve	1 day	Memorial Day	1 day
Christmas Day	1 day	M. Luther King	1 day

Section 7.3 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

Section 7.4 If an employee agrees to work on any of the above listed holidays, he/she shall receive time and one-half for the same in addition to holiday pay.

Section 7.5 If the work year for elementary and secondary Administrative Assistants and Registrars, as set by the district, extends through July 4, these employees will receive the Fourth of July as a paid holiday.



## ARTICLE VIII

### SICK LEAVE, BEREAVEMENT LEAVE, PERSONAL, EMERGENCY LEAVE

Section 8.1 Sick leave shall be granted to all Administrative Assistants at the rate of twelve (12) days per year with accumulation up to one hundred eighty (180) days or the number of days worked in the employee's work year, whichever is greater. Said leave shall be granted with no deduction in salary. Employees shall be entitled to use sick leave to care for a sick family member in accordance with the WA Family Care Act. The use of sick leave, pursuant to the term "emergency" in RCW 28A.58.100 shall be granted in the event of illness or injury of a member of the employee's immediate family, when the presence of the employee is required. Accumulated sick leave shall be transferable into the District from any other school district in the State of Washington.

Section 8.1.B For the purpose of maternity leave, the employee's available sick leave may be accessed for compensation from the date of delivery up to the following six (6) weeks. Additional paid sick leave or unpaid leave may be accessed if the period of disability preceding or following delivery is necessary, in accordance with the WA Family Leave Act and the Washington State Human Rights Commission regulations (WAC 162-30-020) is extended by the employee's physician due to medical reasons. Provided, however, that if the District believes that the employee may be limited in executing her duties under District contract, the District may require that the employee obtain a "fitness for duty" certification from the employee's attending physician/obstetrician. The employee shall submit a letter requesting maternity leave which shall include a statement as to the expected date of return to employment, as well as the date of commencement. Such letter shall be filed with the District no later than two (2) weeks prior to commencement of the leave.

Employees adopting a child will be granted all benefits under the Washington State Family Leave Act and Federal Family Leave Act. Employees may use up to 6 weeks of accumulated sick leave.

Section 8.1 - PFMLA - Working on language to agree with the stated law pertaining to Washington State Paid Family and Medical Leave. (TB finalized)

Section 8.2 Up to five (5) working days bereavement leave or related appointments will be granted in event of death in the immediate family. These days do not need to be used consecutively.

For this purpose, the immediate family is defined to include mother, father, stepfather, stepmother, sister, brother, husband, wife, son, daughter, stepchildren, grandchildren, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepbrother or sister, or grandparent; or any person living in the immediate household and up to one day for funerals of other relatives or close friends. Additional working days may be granted if it necessitates extended travel out of state, as determined by the Superintendent or designee.

Section 8.3 Employees will receive 6 days

1. Leave requests shall be submitted to the immediate supervisor or designee at least three (3) days in advance for approval or disapproval except in cases of emergency which advance approval cannot be requested.
2. The employee will be notified of approval/disapproval 24 hours in advance of the requested leave.
3. Leave may be granted immediately prior to or following a holiday as provided in Section 7.1, provided a suitable substitute is available.
4. Up to 1 day may be carried forward to the following school year to a total of 7 days

Section 8.4 Leave will be granted for the time necessary to appear in any legal proceeding connected with an employee's employment or with the school system. If subpoenaed or summoned as a witness or a juror, the employee will consent to serve without salary deduction, but with witness fee or jury fee refunded to the District. The amount of reimbursable leave granted is limited to fifteen (15) work days, except where the case for which the employee was empanelled extends beyond this limit. If an employee is called for jury duty but not selected and released prior to the start of his regular shift, or prior to the midpoint of his regular shift, he shall report for work.

Section 8.5 Leave Sharing. Employees may donate sick leave to another employee subject to the following:

1. The donating employee must have an accrued sick leave balance of more than twenty two (22) days (per 2003 Special Session of the Legislature).
2. The donating employee cannot request a transfer which would result in his or her sick leave account going below twenty-two (22) days.
3. To qualify for days under this provision a receiving employee must comply with the following conditions: i) he/she must suffer from, or have a relative or household member suffering from, an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to either go on leave without pay or to terminate employment; ii) the Superintendent/designee determines that the receiving employee's absence and the use of the shared leave are justified; iii) the receiving employee has depleted, or will shortly deplete, his/her sick leave and personal leave; and, iv) the receiving employee has diligently pursued and been found to be ineligible for worker's compensation benefits.
4. The Superintendent/designee shall monitor the amount of leave, if any, which an employee may receive under this section. However, an employee shall not receive a total of more days than constitute his/her regular work year.
5. An employee who receives leave under this section will retain his/her status as a District employee.

6. Donating employees will complete a form titled "Transfer of Sick Leave" and submit the form to the District.

Section 8.6 Employees are allowed to cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day of 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 a 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.

Section 8.7 The Association will be provided fifteen (15) days association leave each school year. If a substitute is required, the Association will reimburse the district for the cost of the substitute.

The Superintendent, or designee, may grant an employee additional Association leave for participation in UniServ or WEA/NEA activities. Prior to granting such leave, the AAAA President shall meet with the Superintendent or designee to discuss the need for additional leave.

Section 8.8 Leave with pay will be allowed for workshop and in-service training when the activity is approved by the District. The employee must request participation in a workshop or an in-service training program through their immediate supervisor. Final decisions on requested participation in workshops or in-service training programs will be made by the Superintendent or designee.

## **ARTICLE IX**

### **LEAVE OF ABSENCE**

Section 9.1 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 an extended leave of absence for a period not to exceed one year.

Section 9.2 The returning employee will be assigned to the identical position occupied before the leave of absence if:

1. The leave of absence was occasioned by illness or some other reason over which the employee had no control.
2. The employee is capable of performing the job at the required level.

Where the leave of absence was occasioned by something over which the employee could control (such as travel), the returning employee will not necessarily be assigned to the identical position occupied before the leave was granted. However, provided a vacancy exists for which the employee is qualified, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave was approved.

Section 9.3 The employee will retain accrued sick leave, longevity pay and seniority rights while on leave of absence. However, longevity pay, sick leave, and seniority rights shall not accrue while the employee is on leave of absence.

## **ARTICLE X**

### **LONGEVITY PAY**

Section 10.1 Longevity compensation shall be defined as pay that is added to the employee's base annual calculated wage in the manner described in this article.

Section 10.2 Twelve month employees shall be entitled to paid vacations, as follows:

After 1 (one) year--12 days of pay

After 5 (five) years--Add one day of pay per year thereafter to a total of 25 days

Section 10.3 After service of one-half year or more within one year, twelve month employees shall be paid longevity pay on basis of one day each month, or twelve working days per year.

Section 10.4 All permanent elementary and secondary Administrative Assistants working a minimum of two-hundred (200) days shall be entitled to be paid eight days (8) longevity pay with an additional day per year after five years, up to twenty-three (23) days. Administrative Assistants working more or less than two-hundred (200) days will be paid prorated longevity pay based on days worked as a portion of two hundred (200). Longevity pay will be distributed monthly with payroll.

## **ARTICLE XI**

### **SENIORITY**

Section 11.1 The seniority of an employee in the bargaining unit shall be established back to the first date of continuous employment when an employee has completed his/her probationary period in accordance with Article XII.

Section 11.2 Seniority will prevail in the event of reduction or increase of staff or in promoting an employee to a higher position or filling a vacancy subject to the conditions as stated in Section 13.2, paragraph 2.

Section 11.3 If an employee is laid off due to a reduction in the work force, the District will offer employment to such former employee, if he/she is qualified, should it subsequently increase its work force within a two year period in accordance with Section 13.2. Seniority rights and benefits shall be reinstated as of the time of layoff and do not accrue during the layoff period.

## **ARTICLE XII**

### **PROBATIONARY PERIOD**

Section 12.1 Each new hiree shall remain in a probationary status for a period of not more than ninety (90) student calendar days following the date of hire by the Anacortes School District's Board of Directors. The employee shall receive an evaluation in the presence of his/her supervisor after thirty (30) days and again after sixty (60) days of probation. During the probationary period, the District may discharge such employee at its discretion.

Section 12.2 Upon completion of the probationary period, the employee will be subject to all rights, benefits and duties contained in this policy retroactive to his/her date of hire by the Anacortes School District's Board of Directors.

## **ARTICLE XIII**

### **EMPLOYMENT NOTIFICATION**

Section 13.1 The District shall notify in writing of intent not to rehire for the next school year at least thirty (30) days prior to the last working day of the current school year.

Section 13.2 When a position is open in any department, notice of the opening and qualifications necessary shall be publicized as soon as possible and posted for ten (10) days so interested employees of the District may be reasonably informed of a vacancy or new position. Employees will be granted an interview for the position by submitting a written request to the District Personnel Office

Unless there are members currently awaiting recall according to Section 11.3, whereby all open positions will be first opened internally to AAAA members only for three (3) business days. If no currently active AAAA members are interested, the positions will be offered to the most senior person awaiting recall. If more than one (1) currently active AAAA members shows interest, the following paragraph shall apply.

The most qualified candidate will be offered vacant or new positions. If qualifications are equal, the unit member will be offered the position in accordance with the terms of Section 11.2 above of this agreement. A unit member selected shall be granted a twenty (20) working day trial period. At the end of the trial period, the unit employee may voluntarily return to the position held prior to the trial period, or may be returned to said position by the District if it is determined by the District that the employee has not satisfactorily performed in the position. That decision, in writing, shall be based on the criteria contained within the Office Personnel Evaluation Form as adopted by Board Policy No. 6462-R and shall be final. If the employee is returned to her/his prior position, the District shall then have the right to fill the position with whomever it feels is the best qualified applicant. Employees who successfully pass their trial period or decide to stay in the new position shall receive a formal evaluation after thirty (30) work days and another following the sixtieth (60<sup>th</sup>) work day.

## **ARTICLE XIV**

### **TRANSFER OF PREVIOUS EXPERIENCE**

Section 14.1 Any new hiree who was employed by any school district in the State of Washington to perform work similar to that in which he/she was previously engaged may be given longevity credits in the District in accordance with this Article.

Newly hired employees shall be granted longevity credit for placement on the salary schedule for non-school or out-of-state school experience similar to the assignment for which the employee is hired. Said longevity credit will be applied on completion of the employee's probationary period effective to the employee's date of hire. The District will review the above longevity credit information with the AAAA President prior to implementation.

Section 14.2 The employee is responsible to provide the District proof of past experience before longevity credit may be applied.

Section 14.3 The longevity credit so transferred shall be applicable to all benefits herein except the seniority provisions of Article XI.

## **ARTICLE XV**

### **RETIREMENT**

Section 15.1 In determining whether an employee subject to this agreement is eligible for participation in the Washington State Public Employees Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise

## **ARTICLE XVI**

### **INSURANCE**

Section 16.1 The District shall provide flow through state funded insurance amounts per FTE toward payment of premiums of approved district group insurance programs for all employees and their eligible dependents who elect to participate. The District shall provide payment for insurance premiums for AAAA members on the basis of their FTE employment with the District. In addition to the state funded amount, the District shall pay one hundred (100%) of the amount per month per FTE employee for the retiree subsidy owed to the State Health Care Authority. In addition, the District shall pay \$30 per member – prorated based on FTE status- per month into the health care pool.

This shall become effective with the date of state funding. Annual enrollment for all group insurance programs shall be completed by October 1st of the new school year. The enrollment of newly employed employees shall begin with their employment and shall be completed within the time specified by the insurance company.

It is understood that dental and vision coverage are mandatory for all members of the bargaining unit having work schedules with an average of more than two (2) hours per day or ten (10) hours per week in compliance with the contract the District has with the dental and vision medical insurance providers. It is also understood that medical, dental, and vision coverage are not available to bargaining unit members having work schedules with an average of less than two (2) hours per day or ten (10) hours per week. Medical coverage is optional for all employees.

If, after all the employees within the AAAA bargaining unit have enrolled in the insurance programs, there is unused money available, then the District shall distribute the money (pro-rated/FTE) equally on a monthly basis to all employees accessing District insurance. Adjustments in the allocation of benefit contributions shall be made annually in September and October. Any increased insurance coverage must occur no later than October 15. Unexpended insurance benefit dollars shall be pooled and distributed beginning September of each year. Updated information regarding health pooling distribution will be sent

to the AAAA President in October and November. The District will pay the revised 1,440 hours full time employee formula for payment of medical benefits, as funded by the state.

Section 16.2 The District shall provide liability coverage for all Administrative Assistants employed in the District as determined by the Board of Directors.

Section 16.3 All employees subject to this agreement shall be covered by Washington State Department of Labor and Industries Insurance Program (Workers' Compensation)

Section 16.4 The District and the Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940).

To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. 1%. Such minimum monthly charge shall be paid regardless of the impact on pooling.

The parties acknowledge the necessity to comply fully with the insurance requirements imposed by State Law (Engrossed Substitute Senate Bill 5940). The parties further acknowledge the complexity of the compliance problems confronting them. Thus, it is not the intent of the parties to make any agreements which would preclude the District from complying with the requirements of law. The District will inform the Union of changes in this section (Article XVI - Insurance) required by law.

Section 16.5 District will compensate employees \$30.00 per month per employee into VEBA. Employees will have the option to add to that. (This is a shift from the health pooling dollars to VEBA that directly benefits ALL in their out of pocket medical expenses as some did not get the benefit of the pooling dollars) VEBA-AAAA members will have access to VEBA consistent with state and federal laws.

## **ARTICLE XVII**

### **DISCIPLINE AND DISCHARGE**

Section 17.1 The District may discipline any employee for just cause. A progressive discipline model shall be followed. Discipline shall include oral warning, written reprimand, suspension or discharge. Discipline shall be commensurate to the offense.

Section 17.2 Written notification of any substantiated allegation of employee misconduct must be provided to the employee no later than ten (10) working days from said substantiation.

Section 17.3 The issue of justifiable cause shall be resolved in accordance with the grievance procedure.

## **ARTICLE XVIII**

### **GRIEVANCE PROCEDURE**

Section 18.1 Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein with respect to matters dealing with the interpretation or application of the terms and conditions of this agreement shall be resolved in strict compliance with this article.

#### Section 18.2 GRIEVANCE STEPS:

Section 18.3 The employee shall first discuss the grievance with his immediate supervisor. If the employee wishes, he/she may be accompanied by an AAAA representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twelve (12) work days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 18.4 If the grievance is not resolved after seven (7) work days of submission of the grievance to the supervisor, as per Section 18.2.1, to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following: (a) the facts on which the grievance is based; (b) a reference to the provisions in this agreement which have been allegedly violated; (c) the remedy sought.

Within seven (7) work days after meeting with the immediate supervisor, the employee shall submit the written statement of grievance to the Business Manager for consideration and shall submit a copy to the Superintendent. The parties will have five (5) work days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 18.5 If no settlement has been reached within the ten (10) work days of the submission to the Business Manager and Superintendent, and the AAAA believes the grievance to be valid; a written statement of grievance shall be submitted within five (5) work days to the District's Board of Directors. After such submission, the parties will have thirty (30) work days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by an AAAA representative or designee.

Section 18.6 If no settlement has been reached within the thirty (30) work days referred to in the preceding subsection, and the AAAA believes the grievance to be valid, the employee may demand arbitration of the grievance. The AAAA and the District shall attempt to agree on an arbitrator. If agreement is not achieved within five (5) work days, then a list of seven (7) arbitrators shall be requested from the American Arbitration Association or the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.



The arbitrator shall not have the authority to add to or subtract from the terms of this Agreement. Contentions not made and relief not requested will not be considered by the District or the arbitrator. The arbitrator's decision shall be final and binding on all parties. Each party shall bear one-half of the fees of the arbitrator and any other expenses jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other party. All days referred to above shall be defined as work days.

## **ARTICLE XIX**

### **SALARIES**

Section 19.1 Salaries for employees subject to this agreement are contained in the schedule below and by this reference incorporated herein.

Section 19.2 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this agreement.

Section 19.3 The District shall deduct medical and dental insurance payments, salary insurance payments, credit union, annuity, union, and United Way contributions from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the treasurer of the designated organizations. Payroll deduction authorization cards shall be submitted to the District for those employees who wish to participate, showing the amounts to be deducted.

Section 19.4 All employees shall be paid on the last business day of each month.

## **ARTICLE XX**

### **EDUCATION STIPENDS**

Section 20.1 The district will reimburse employees for the cost of registration, materials and travel for job related training for any instances that said expenditures are not covered by purchase order. Said training must be pre-approved by the employee's supervisor.

## **ARTICLE XXI**

### **EVALUATIONS**

Section 21.1 Each employee will be evaluated annually. The Administrator/Supervisor will meet with the employee within the first quarter to discuss expectations.

Upon receipt of the evaluation, the employee shall have the right to attach written comments to the evaluation, to be filed in the employee's permanent personnel file.

Section 21.2 If an evaluator determines that an employee's performance needs improvement, the evaluator will develop and present an improvement plan to such employee. In the improvement plan, the evaluator shall make reasonable suggestions for improvement for the area(s) of deficiency. Such suggestions will include measures that the employee might take to improve his/her performance. A reasonable amount of time will be provided for the employee to implement any suggestions for improvement. The plan may also provide for District paid in-service in the area(s) where improvement is needed. Employees on an employment plan may receive access to a job specific coach or mentor who is available within the contracted day to observe, make recommendations, and provide appropriate training and guidance to meet improvement plan expectations.

## ARTICLE XXII

### TERM

Section 22.1 The term of this Agreement shall be from September 1, 2018 to August 31, 2021.

Section 22.2 All provisions of this agreement shall be applicable to the entire term of this agreement notwithstanding its execution date.

Section 22.3 This agreement may be reopened and modified at any time during its term upon the mutual consent of the parties in writing.

Section 22.4 If any provision of this Agreement or application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provisions or application shall have effect only to the extent permitted by law and all other provisions or application of this Agreement shall continue in full force and effect. In the event that a provision or application of this Agreement is found to be contrary to law, either party may initiate bargaining to replace said provision.

Section 22.5 Any COLA increases funded by the legislature and designated for any member of the unit will be passed on directly to all members of the bargaining unit.

Section 22.6 The Board agrees to provide insurance which shall save employees harmless and defend them from any financial loss to the limits described, including reasonable attorney's fees for actions arising out of any claim, demand, suit, or judgment by reason of any negligent act or failure to act by such employee, within or without the school building, provided such employee at the time of that act or omission complained of was acting in good faith within the scope of his/her employment or under the direction of the Board, and has not been guilty of gross negligence or an intentional tort in such act or failure to act.