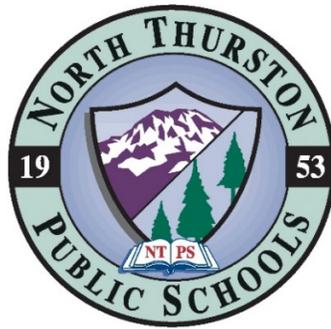


**COLLECTIVE BARGAINING
AGREEMENT
September 1, 2018—August 31, 2020**



**North Thurston
Association of Office and
Technical Employees**

and

**North Thurston
Public Schools**

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ARTICLE I – RECOGNITION OF BARGAINING UNIT

Section 1.1 Recognition

Pursuant to the provisions of the State of Washington concerning employee relations within the public schools, this constitutes an Agreement between the North Thurston Public Schools hereinafter called the "District" and the North Thurston Association of Office and Technical Employees (affiliated with the Chinook UniServ Council/Washington Education Association/National Education Association), hereinafter called the "Association."

Section 1.2 Exclusive Representation

The District hereby recognizes the Association as the exclusive bargaining representative for all secretarial, clerical and some technical employees including financial services technicians as listed in Appendix D, excluding positions which are confidential, supervisory, or otherwise exempt from inclusion in the bargaining unit by Chapter 41.56 RCW and Public Employees Relations Commission (PERC).

Section 1.3 Temporary and Substitute Employees

Substitute employees become members of the bargaining unit after working 20 consecutive or 30 non-consecutive days in the current or immediately preceding school year. If the District hires a substitute employee into a temporary position of 30 days or more, the employee is eligible to become a member of the bargaining unit on their first day of work in that assignment.

All classifications of substitutes for this bargaining unit shall be paid at ninety percent (90%) of the base step of the classification in which the employee works.

Substitutes hired in leave replacement status that requires the substitute to take over the full responsibilities of the position shall be paid at one hundred percent (100%) of the first step of the classification in which the employee works.

Substitute employees shall be excluded from all Articles of the collective bargaining agreement, except Article I, Article II, Article IX, Section 9.6 and Schedule A (wages).

Section 1.4 Definitions

1.4.1 - The term "employee" or "regular employee" when used hereinafter shall mean all bargaining unit members as described in Section 1.2.

1.4.2 - The term "supervisor" when used hereinafter shall refer to the appropriate District administrator.

1.4.3 - "**Substitute**" is an employee who works random, short term job assignments for a

vacant position or a position in which an employee absence occurs.

1.4.4 - "Leave Replacement" is an employee hired for up to one (1) year, replacing a vacant position due to an employee who is out on an approved leave. Leave Replacement may be extended if the absent employee's approved leave is extended.

1.4.5 - The term "days" or "work days" when used hereinafter shall mean business days, including all days that the District office is open, unless otherwise defined in this collective bargaining agreement.

1.4.6 - For the purposes of calculating sick leave, holiday pay, bereavement leave, or any other approved leave, a day shall consist of the number of hours normally worked per day.

1.4.7 - "Casual Labor" is available to employees contracted for less than 260 days to work on short-term projects that occur during typical work breaks (spring, summer, winter breaks) during the calendar year. The rate of pay is set by the District and will not be less than minimum wage. Casual labor employees are not covered by the terms in this agreement.

ARTICLE II. ASSOCIATION REPRESENTATION AND MEMBERSHIP

Section 2.1 Payroll Dues/Political Contribution Deduction

The District will provide for payroll deductions of Association dues and assessments upon written authorization executed by the employee. Payroll deduction authorizations submitted by the first day of the month shall be recognized as effective for that month. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-170-100, and be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.

Section 2.2 Dues Deduction Amount

Prior to the beginning of each school year, the Association will give written notice to the District of the dollar amount of dues and assessments required of an Association member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. Each month during the school year, the District will send the Association all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made. The Association will refund to the District any amounts paid to it in error.

Section 2.3 Indemnification/Hold Harmless

The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of Sections 2.1 and 2.2 of this Agreement.

Section 2.4 Seniority Lists

At least twice each year in October, and May, the District will provide to the Association a current list of all employees in the unit. The list shall indicate the name of the employee, primary assignment, seniority date, lottery number, and work calendar within the Association, ranking each member from most to least senior. Updated lists will be provided upon request.

The district will notify the Association upon hire of any new employee eligible to become a member of the bargaining unit and/or when a substitute or temporary employee is eligible to become a member of the bargaining unit per Section 1.3 and 1.4.

Section 2.5 Association Officers Lists

The Association agrees to supply the District with lists of Association officers and to keep such lists current.

Section 2.6 Strike/No Lockouts

The Association agrees not to strike during the term of this Agreement. The District agrees not to lockout employees during the term of this Agreement.

ARTICLE III. ASSOCIATION RIGHTS

Section 3.1 Use of District Buildings

The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business provided, however, such meetings must be scheduled with the building principal, or designee, and shall not have precedence over routine educational use or over previously scheduled use by other agencies.

Section 3.2 Participation During Working Hours

Representatives duly authorized by the Association to participate during working hours in negotiations, grievance procedures, conferences or meetings with representatives of the District shall suffer no loss of pay, but nothing contained herein shall be construed to require

such activities to be scheduled during regular school hours. The Association reimburses for substitutes if obtained.

Section 3.3 Financial Information

The District, upon request, shall furnish electronically to the Association previously compiled and reasonable information concerning the financial resources of the District, including, but not limited to, annual financial reports and audits, budgeting requirements and allocations, open position postings, agendas and minutes of all board meetings and such information as may be legally deemed public information regarding student enrollment and employee names and addresses.

Section 3.4 District Internal Mail Service

The Association and its representatives shall have the right to reasonable use of the District's email, internal mail service and mailboxes.

Association members will have the right to use District facilities and equipment, including computers, copiers, audio, visual and office equipment at reasonable times to conduct Association business when such equipment is not otherwise in use. Direct operating costs associated with such use will be borne by the Association.

The Association and its representatives will have the right to post notices of activities and matters of Association concern on bulletin boards to be provided in each faculty lounge of each building in the District.

Section 3.5 Contract Administration

On a regular basis, as scheduled by the Association and the District, the parties shall meet to discuss problems relating to interpretation or compliance with this Collective Bargaining Agreement and any other issues of concern to either party. Such meeting shall not be convened for the purpose of negotiating. The committee shall consist of two (2) association members and two (2) district representatives. Additional members may be appointed as mutually agreed by both parties. Such meetings will be held as requested by either party, but the parties shall schedule at least three (3) meetings per year. When a request is made, the meeting shall be held as soon as practical, but within a reasonable amount of time. If the meetings occur during the workday and substitutes are hired for employees, the Association will pay for substitutes. (The employees shall suffer no loss in pay.)

ARTICLE IV. MANAGEMENT RIGHTS

There is reserved exclusively to the District all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitution of the State of Washington and the United States. It is agreed the District retains the right to establish and enforce, in accordance with this Agreement and its authority under law, reasonable rules and Human Resources policies relating to the duties and responsibilities of classified employees and their

working conditions.

ARTICLE V. HOURS OF WORK

The workweek shall consist of five (5) consecutive days. References to consecutive hours of work in the balance of this Article shall be construed to exclude lunch periods. The normal work week by definition shall begin at 12:01 a.m. on Monday of each week and end at 12:00 midnight the following Sunday.

Work schedules, regularly assigned work shifts, work days and hours, shall be assigned by the District. Total time worked in any workday, including the employee's regular work shift, shall not exceed twelve (12) hours except during an emergency. If the District determines that assigned work hours must be permanently reduced, fragmented, or changed, the employee will be notified at least thirty (30) calendar days in advance and the employee shall be given the opportunity to discuss the decision with the supervisor and/or Human Resources.

Required training or in-service taken during the normal workday shall be compensated at the normal rate of pay. Upon request of affected employee(s), substitutes, if available, will be provided for mandatory training or in-service during the normal workday.

Required training or in-service taken after the normal workday or on weekends shall be compensated at the normal rate of pay unless the employee exceeds forty (40) hours of work, in which case, overtime provisions shall apply per Section 14.8.

The employee shall be granted one (1) fifteen (15) minute "break" for each four (4) hours of work to be taken as near as practical to the middle of each four (4) hour shift. A lunch period, not to exceed one (1) hour for eight (8) hour work shifts, shall be scheduled by the Supervisor, as near as practical to the middle of the work shift. Such lunch period is not counted as part of the shift length nor for pay purposes. For work shifts of five (5) hours, a lunch period, not to exceed thirty (30) minutes shall be scheduled.

ARTICLE VI. SENIORITY

Section 6.1 Definition of Seniority

Layoff shall be by seniority. Seniority is defined as continuous length of service within the bargaining unit as of the employee's first workday as a regular employee, including any authorized leave, except as outlined in Seniority Accrual Section.

Employees shall be given credit for time served while under probation, upon receiving permanent employment. New employees shall serve a probationary period of ninety (90) days. During the probationary period, employees shall be subject to termination at any time at the sole discretion of the District without recourse to the grievance procedure.

Substitute experience and service of two hours or fewer daily will be excluded when computing seniority. Substitute, Temporary, Leave Replacement or probationary employees are excluded from the layoff process and shall be released from service prior to implementation of a bargaining unit RIF. The least senior employee shall be laid off first. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.

SECTION 6.2 SENIORITY CREDITS

Employees who terminate employment with the District shall lose all seniority credits. Any nine (9), ten (10) or eleven (11) month employees who transfer to a twelve (12) month position shall receive credit for their previous years in the bargaining unit toward vacation time.

Section 6.3 Seniority Accrual

Seniority shall accrue while in paid status. When an employee is in unpaid status due to sick or medical leave, seniority shall accrue for a maximum of six (6) months. During other leaves, seniority shall not accrue.

For leaves granted for which seniority does not accrue, the District shall adjust the employees seniority date by the same number of days as in unpaid status.

Employees will be provided notice in writing whenever their seniority date is changed by the District.

Section 6.4 Revised Seniority List

A finalized list shall be provided to the Association by May 1, of each year, which shall include all corrections, deletions and additions of personnel for the school year.

Section 6.5 Seniority Drawing

In the event of more than one (1) 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. The Association and all employees so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance. An employee may elect to have an Association representative be present as his/her proxy.

Section 6.6 Seniority "Override"

In the event special qualifications exist for a particular position, a less senior employee may be retained over a more senior employee. The District and the Association agree to meet and confer to discuss the need for such an override. In such event, the more senior employee and the Association shall be notified of the reasons for such seniority "override." Said seniority override shall also apply to the reemployment pool when a position requiring special skills is

available.

ARTICLE VII. ASSIGNMENT, VACANCY AND TRANSFERS

Section 7.1 Postings & New Positions

Prior to the posting of newly created positions in the Association, the District and the Association president(s) will consult for the purpose of Association input on job descriptions and reaching agreement on the proposed salary placement with regard to the newly created position(s).

Section 7.2 Job Postings

All vacancies and new positions covered by this Agreement shall be posted for not less than five (5) working days, except in the case of an emergency, so that interested employees can apply for such positions. During this posting period, employees interested in applying for posted positions must complete an online application in the district's hiring system. No position shall be filled permanently until all qualified employee applicants have been interviewed for the position. The Association president(s) or designee will be provided notification of all job postings prior to posting on the district website. The District shall post position(s) following the above timelines. Emergency postings shall be posted for three (3) days and will be explained to the Association President(s) on or before the first day of the posting of the position. In the event the District determines a vacant position will not be filled, the District will notify the Association of the reason for such within thirty (30) days.

This provision shall apply for all postings unless circumstances exist in which the District and the Association agree to a waiver which shall be deemed necessary to keep the employee, or employees, whole.

Section 7.3 Position Qualifications

The first consideration in filling vacant positions shall be the applicant's ability to meet the minimum qualifications of the position. Those who meet the minimum qualifications will then proceed through the screening process, which includes a skills test and reference checks. Only applicants who meet the minimum qualifications and successfully make it through the screening process will be interviewed. The second consideration shall be seniority within the bargaining unit.

Employees not selected for a vacant position may request within five (5) days, the reason(s) for not being selected. The request shall be directed to Human Resources, and will be responded to in writing no later than ten (10) days from receipt of the request.

Section 7.4 Leave Replacement Positions

Leave replacement positions of one (1) year duration or more shall be posted in accordance with Section 7.2 of this Agreement. If an internal applicant is hired for the position, then he/she will be considered to have been temporarily reassigned. The temporary vacancy resulting from a temporary reassignment shall be governed as follows:

- To prevent extensive position openings resulting from internal transfers, there will be a limit of one (1) internal voluntary transfer for each temporary reassignment.
- The person who volunteers and is selected for temporary leave replacement shall receive a leave of absence for the full duration of that position.
- The person who volunteers and is selected for temporary leave replacement shall return to their original assignment at the end of the assignment duration.

In the event any leave replacement assignment becomes permanent, the incumbent originally placed in the assignment must reapply for the permanent position, if interested.

Such positions shall be filled in accordance with Section 7.2 of this Agreement. Further, any resultant openings generated by any temporary assignment becoming permanent would likewise be posted and filled in accordance with the terms of this Agreement.

Section 7.5 Voluntary Transfers

Where a vacancy exists, the District shall attempt to obtain qualified voluntary employee transfers before involuntarily transferring employees. Transfers shall be made in consultation with the Association.

Section 7.6 Involuntary Transfers

If there are no qualified volunteers, the District may involuntarily transfer qualified employees. Involuntary transfers shall be made with prior notice to, and in consultation with the Association and shall be made by reverse seniority.

If an involuntary transfer has been made, upon written request of the employee, a written statement explaining the reasons for the decision shall be given to the employee within five (5) days. In the event an employee is promoted to a higher classification on the salary matrix, the employee will be placed on the salary step that ensures the employee will be paid equivalent or the next higher rate. In the event an employee is involuntarily transferred to a lower paying position, the employee will remain in the same salary column until such time their experience or salary schedule will grant them an increase.

Section 7.7 Workload Management

7.7.1 Annual Workload Review at Worksites.

The principal or the District supervisor shall meet with the worksite's office professional staff in September to discuss job duties and daily schedules to ensure that lunches and break

periods are provided. A written schedule shall be distributed to all office staff following the meeting.

To coordinate adjustments to the schedule, meetings shall be held periodically throughout the school year to review workload, schedules and expectations and to prioritize tasks. The following directives shall govern the workload review:

- a. There will be a shared understanding of priorities.
- b. If a task is duplicative or unreasonably time-intensive, it will be evaluated.
- c. The division of labor and key deadline will be clarified through regular communication.
- d. In some cases, increased use of technology may be a cost-effective means of improving customer services.

7.7.2 Resolving Workload Concerns.

The parties have an interest in efficient operations with workloads that permit office staff to complete their work on paid time, exclusive of lunch and rest breaks. Office staff who believe that their workload is excessive may utilize the following process for resolving workload issues:

- a. Within five (5) days of the employee's request, the supervisor shall meet with the employee to jointly examine possibilities for adjustment including prioritization of duties, streamlining procedures, elimination or redistribution of assignments, time allocations for duties, additional training, and any other means of resolving the matter. At the employee's request an association representative or staff person may participate in the meeting. A response to the concern, including any agreement reached, shall be reduced to writing by the supervisor and shall be given to the employee and the association within five (5) working days from the meeting.
- b. If the employee is not satisfied with the outcome of the meeting described above, the employee may request a meeting with the HR director responsible for the school or program. The meeting shall take place within ten (10) days from the date of request. An Association representative or staff person may participate in the meeting, if requested by the employee. A response from the Director or any agreement shall be made in writing and submitted to the employee within ten (10) days of the meeting.

ARTICLE VIII. REDUCTION IN FORCE - LAYOFF AND RECALL

Prior to a reduction in force being implemented, the District shall notify the Association of the financial need for such reduction and shall work with the Association in determining changes to any positions that may be reduced.

Section 8.1 Definition of Layoff

The term "layoff" refers to action by the School Board reducing the number of regular employees, excluding substitute, temporary or leave replacement employees, in the Association. It does not refer to decisions to discharge or non-renew an individual employee for cause.

Section 8.2 Written Notice

In the event of layoff, the District shall provide written notice to all affected employees and the Association not less than thirty (30) calendar days prior to the date of layoff.

Section 8.3 Re-Employment Pool

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

- The District shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to employee at employee's last known address. Employees are responsible to update the District with their current contact information, including mailing address, phone number and personal email address. The employee's address as it appears on the District's records shall be conclusive when used in connection with layoffs, recalls or other notice to the employee. Employees shall be held in the employment pool for a period of one (1) year, September 1 through August 31, following receipt of notice of layoff.
- Employees in the pool shall be notified via email and certified letter of a bargaining unit position available to them. Failure to accept a proposed assignment within three (3) business days of receipt of the certified letter or within three (3) business days of telephone contact, whichever is sooner, shall place the employee at the bottom of the layoff list.
- In the event a position becomes open that is outside of the employee's qualifications, is for reduced hours, days of work, or reduced compensation, an employee may decline the offer one time, and retain his/her position in the employment pool.
- Throughout the recall process the District shall keep the Association President(s) apprised of the process on a weekly basis.

Section 8.4 Layoff Benefits

Any employee laid off shall retain accrued benefits if the District rehires the employee. During the period of one (1) year an employee is laid off, employee shall have the right to maintain health insurance coverage at no cost to the District if approved by the insurance

carrier and following COBRA regulations.

Section 8.5 Displaced Bargaining Unit Employees

In conjunction with the Association, the District will prepare and distribute to all members a formal communication plan to include dates, positions to be impacted, and timelines to be followed.

- The District will identify if the reduction plan will result in layoffs of employees. (Refer to Reduction in Force Article for layoff procedures).
- Positions to be reduced will be identified by the District.
- Employees to be displaced will be formally notified by the District.
- The District and the Association will meet to identify and post all known open positions. Only bargaining unit members will be considered for open positions.
- All employees will have the opportunity to express interest in open positions.
- Displaced employees will have the ability to meet with Human Resources to discuss skills, interests and placement options.
- Following the hiring process as outlined in the Job Postings Article of the agreement, remaining displaced employee(s) will be placed into remaining open positions. Placement will start with the most senior displaced employee. Once the District makes a placement determination, the employee will have up to two (2) business days to request reconsideration of the placement decision.

Displacements will not result in an adverse financial effect on the employee.

ARTICLE IX – VACATIONS, HOLIDAYS AND LEAVES

For purposes of this article immediate family is defined as spouse, domestic partner, children, parents, sister, brother, niece, nephew, grandparents, grandchildren, aunt, uncle, in-law and step relationships. Included is any other dependent who may occupy the household and for whom the employee is the legal guardian or primary caregiver.

Section 9.1 Vacation

260-day employees shall submit written requests for vacation to their supervisor. The District agrees an employee's request to take accrued vacation shall normally be honored, provided that it does not interfere with workload requirements and schedules.

Section 9.2 Vacation Accrual

9.2.1 260 Day

Vacation pay will be accrued at the rate of one (1) prorated working day per month. Credit for a day's vacation will be given if ten (10) or more days are worked during the calendar month. All 260-day employees shall earn additional vacation days according to the formula below:

Years of Service	Days Earned	Rate/month
0	12	1.0
1	12	1.0
2	12	1.0
3	15	1.25
4	15	1.25
5	16	1.33
6	17	1.42
7	18	1.5
8	19	1.58
9+	20	1.67

Employees, except for 260-day, whom have worked in the District five (5) or more years, will be granted three (3) additional days' vacation, on an FTE basis. Additional days shall be posted ahead for all employees hired after September and before February 1, and the September following for those hired on or after February 1.

9.2.2 Employees may carry over accrued vacation days, up to a maximum of forty (40) days, to be used the following year. 260-day employees shall be eligible to utilize thirty (30) days accrued vacation once over the life of the Agreement. In other years, only a maximum of twenty (20) days may be used. When an employee retires or resigns, a maximum of thirty (30) days will be cashed out at the employee's regular rate of pay.

Section 9.3 Personal Leave

Employees will receive three (3) days of personal leave per year. Employees can accrue up to a maximum of six (6) days of personal leave. The use of personal leave must be approved by the supervisor, with at least twenty-four (24) hours prior notice. Approval of the leave shall be based upon the scheduled workload and availability of substitutes at the time of the requested leave. The leave is to be used for employee personal and business uses which cannot be scheduled outside regular employment hours.

If an employee terminates their employment prior to the end of the work year, and such employee has used more personal leave days than have been earned, such excess days shall be withheld from the employee's payroll.

At the employee's request, unused personal leave may be cashed out in June or upon separation from the District at the employee's hourly rate. To request cash-out the employee must submit a personal leave cash-out form to Payroll no later than June 10 or at the time of separation.

Section 9.4 Holidays

The following days will be authorized paid holidays when these days occur during the employee's scheduled work year:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and Martin Luther King Jr. Day.

When a holiday occurs on a Saturday, the holiday will be observed on Friday. When the holiday occurs on Sunday, the holiday will be observed on Monday.

Employees required to work on any of the above holidays shall receive double their normal rate of pay for such work. If such work causes the employee to work more than forty (40) hours in that week, the hours in excess of forty (40) shall be paid at double time and one-half (2 ½).

Section 9.5 Sick Leave

At the beginning of each year, twelve (12) days of sick leave will be granted to all employees with unused days to accumulate as provided by law. If an employee terminates their employment prior to the end of the work year, and such employee has used more sick leave days than have been earned, such excess days shall be withheld from the employee's payroll.

Employees will be able to exchange donated vacation or sick leave, following the District's policy for leave sharing.

Section 9.6 Sick Leave Utilization

- Employees must notify their supervisor of a pending absence at the earliest possible time in order that arrangements can be made for reassignment of duties. Notice of pending return also must be given as early as possible to prevent unnecessary duplication of cost and service, should such services be provided.
- Accumulated leave will be available for utilization as needed. However, in instances of extended absence beyond five (5) consecutive workdays, the employee will provide medical verification of the illness and fitness to return to work, as may be required. Failure to submit such verification shall result in payroll deduction of sick leave.
- Emergencies - In the event of illness in the immediate family of an employee, accumulated sick leave may be utilized.

Section 9.7 Emergency Leave

Emergency leave shall be deducted from an employee's sick leave bank. Emergency leave will be granted if the problem has been suddenly precipitated, is of such nature that preplanning could not have relieved the necessity for the employee's absence, or the problem is serious and not one of minor importance or convenience.

Section 9.8 Bereavement Leave

Death in the immediate family of an employee will constitute basis for utilization of five (5) days of bereavement leave at or near the time of death. The time may be extended with prior

approval of two (2) additional days, due to distance or other extenuating circumstances. Bereavement leave shall be available for each occurrence that qualifies under this provision. Any additional days needed for the death of an immediate family member may be used from the employee's sick leave accrual, with approval from Human resources.

Section 9.9 Leave of Absence

With prior approval, an employee may be granted an extended leave of absence for a period not to exceed one (1) year.

Said leave may be granted to employees for the purpose of study, travel, working in another District or working in a professionally related field.

Leaves of absence, without pay or benefits, for developing parental relationships for a new child may be granted by the board to one (1) spouse/parent only, not to exceed the remaining balance of the school year during which the leave is requested (through August 31st). Such leave must be requested and approved by the board prior to the end of the medically approved absence in the event of a child's birth or thirty (30) days prior to the assumption of parenthood in an adoption.

The employee will retain accrued sick leave and seniority rights while on leave of absence. However, seniority and sick leave shall not accrue while an employee is on leave of absence, except as outlined in this Agreement. Employee will be returned to their original position or similar position.

Section 9.10 Family and Medical Leave

A. In addition to other leave provisions provided in this Agreement, employees shall be eligible for leave in accordance with the Family and Medical Leave Act. For planned medical leave, notification should be made to the District as soon as the dates for the anticipated leave are known. Accrued sick leave may be taken in lieu of absence without pay.

B. The Family Medical Leave Act (FMLA) entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to twelve workweeks of leave in a 12-month period for serious health conditions. For a description of what constitutes a serious health conditions under the FMLA, see Appendix D ("What is a Serious Health Condition").

C. Washington State Paid Family and Medical Leave (PFML). Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The District shall pay the amount required by law and shall ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during

periods of approved PFML leave.

Section 9.11 Adoption Leave

An employee adopting a child may use accrued sick leave for the employee meeting with an adoption agency, attorney or physician, health verification of the employee, home visitations, and travel time to pick up adoptive child. The employee shall provide the District with verification for such absences of more than five (5) consecutive days from the employee's attorney, adoption agency, or physician.

Section 9.12 Military Leave

An employee of the state or of any county, city or other political subdivision thereof, who is a member of the Washington National Guard, or Marine Corps reserve of the United States, or of any organized reserve or armed forces of the United States, will be entitled to and will be granted military leave of absence from such employment for a period not exceeding twenty-one (21) days during the calendar year. Such leave will be granted in order that the person may take part in active training duty in such manner and at such time as he/she may be ordered to active training duty. Such military leave of absence will be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and will not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee will receive from the state or county, city or other political subdivision, the employee's normal pay. An employee will take military leave during non-student days if permitted by the leave request institution.

Section 9.13 Sick Leave Cash-Out

Consistent with and to the extent authorized by law, employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. An employee may cash out 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 for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each one (1) day of compensation up to a maximum of twelve (12) days per year.

At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive compensation at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full day's accrued sick leave for illness or injury up to 180 days.

Section 9.14 Judicial Leave

When an employee is called for jury service in any municipal, county, state or federal court, the employee shall advise the supervisor immediately upon receipt of such call and, if taken from work for such service shall be reimbursed at the rate of pay as would normally be accrued during performance of regular duties. Employees whose earnings accruing from jury

duty are more than monies earned from District duties shall be entitled to such excess remuneration accruing from jury duty. The employee shall retain any transportation, meal or lodging expense reimbursement.

Section 9.15 Subpoena Leave

A leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law if the basis for the subpoena relates to the employee's work responsibilities with the District. This leave is not intended to cover personal litigation of the employee or litigation involved in labor disputes with the employer.

Section 9.16 Association Leave

The District shall grant up to twelve (12) days per year of leave with pay to employees for Association purposes as determined by the Association president or designee. The intended use of this leave must be scheduled in advance with the employee's supervisor. The Association will reimburse the District for the cost of the employee's substitute.

ARTICLE X. SAFETY

Section 10.1 District Safety Committees

The District and the Association will jointly promote safe and healthful working conditions and will cooperate in safety matters and encourage employees to work in a safe manner. Employees will serve, as appointed or elected by the Association, on District Safety Committees.

Section 10.2 Safety Rules

- A. Employees will abide by all safety rules of the District.
- B. Office Professionals are not expected to cover the duties of an absent health room assistant or school nurse unless there is an emergency and the District has made every reasonable effort to find qualified coverage by staff other than an office professional. Office professionals are not required to be certified in CPR and/or first aid, and are not qualified to provide first aid assistance or deliver medication.
- C. School-Wide Discipline Responsibilities: Each school shall have a school-wide discipline plan that designates individuals in the building who are responsible for student discipline, including the supervision of students who may be sent to the office or time out room for disciplinary purposes. This plan shall be developed in conjunction with staff, including at least on NTAOTE representative. The plan shall be reduced to writing and communicated to staff, students, and parents based on District PBIS standards and expectations.

ARTICLE XI. GRIEVANCE PROCEDURE

Definition of Grievance – An alleged violation of a specific section of this agreement.

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

“Supervisor” shall mean the appropriate administrator.

Contents of the Grievance – During each step where a grievance is reduced to writing, the written statement shall clearly specify:

- The grievant’s name and work location;
- The specific article and section of the collective bargaining agreement allegedly violated;
- When the alleged violation occurred;
- Explanation of violation;
- Proposed remedy or remedies for resolution of the grievance;
- Results of the previous step(s) and why such results were unsatisfactory.

Days – Days shall mean workdays, except as specified herein.

A grievance must be commenced within twenty (20) workdays of the action which gave rise to it, or within twenty (20) workdays of the grievant’s knowledge of the action which gave rise to the grievance.

Alternate Procedures For Special Situations – Provided the employee and the immediate administrative supervisor agree and the section grieved is not within the purview of the supervisor, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step.

Timelines – Failure by the District to resolve in a timely manner as stated herein automatically moves the grievance to the next step. Failure of the employee or Association to file grievances or move them to the next step within the timelines indicated shall cause grievances to be null and void. Timelines may be extended with mutual agreement.

Required Filing Procedures – A Grievance form is attached to this agreement and used for the filing of grievances and reporting the findings of investigations. (Appendix B)

Cooperation – The administration and the employee(s) will cooperate with each other in the investigation of any grievance, and will furnish reasonable information related to the grievance as requested for the processing of any grievance.

Representation – A grievant can be represented at all stages of the grievance procedure by themselves, or at employee’s option, by an Association representative selected by the Association. If the Association does not represent an aggrieved party, the Association shall

have the right to be present and to state its views at all stages of the grievance procedure.

- Records – All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- There shall be no reprisals for an employee who files or participates in a grievance.

Step One – Informal

It is preferred that an employee and their immediate administrative supervisor resolve problems through free and informal communication. If the informal process fails to satisfy the claimant, then a grievance may be processed through the following steps. A grievance must be commenced within twenty (20) workdays of the action which gave rise to it, or within twenty (20) workdays of the grievant's knowledge of the action which gave rise to the grievance.

Step Two – Supervisor

If, after Step One, the employee feels such would be justified, formal written grievance may be filed with the administrative supervisor. Such filing must be within ten (10) workdays of the Step 1 meeting. Copies of the grievance will be transmitted to the superintendent. A hearing, to be conducted within ten (10) workdays after receipt of the grievance, will be scheduled by the employee and the administrative supervisor. Either one or both parties may request assistance from other staff members in resolution of the grievance. Within ten (10) workdays after the Step Two hearing, the supervisor shall provide the grievant and the superintendent with a written answer to the grievance.

Step Three – Superintendent

If the grievance is not resolved at Step Two, the employee may appeal the grievance to the superintendent or official designee within ten (10) workdays after receipt of the Step Two answer. A Step Three hearing shall be held within ten (10) workdays of the receipt of the appeal. At the Step Three hearing each party shall have the right to include such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the superintendent or designee will provide, within ten (10) workdays the written decision to the grievant and the grievant's administrative supervisor.

Step Four – Arbitration

If the grievance has not been adjusted to the satisfaction of the grievant at Step Three, within ten (10) work days after receipt of the Step Three decision, the Association may submit the grievance to arbitration. Such arbitration shall be conducted by an arbitrator from the American Arbitration Association or as agreed upon by the parties.

Jurisdiction of the Arbitrator – The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. The arbitrator shall confine his inquiry and decision to the specific area of the contract as cited in the grievance form.

Arbitration Procedure – Absent mutual agreement of the parties on the source of an arbitrator and the rules under which he/she will function, the arbitrator shall be chosen from the American Arbitration Association panel by alternating the striking of arbiters who are acceptable to the parties. Absent mutual agreement to the contrary, said arbitrator shall function under the American Arbitration Association voluntary rules, provided that any procedural or substantive provision contained in this contract shall take precedent over any voluntary rule of the American Arbitration Association which is contrary to or inconsistent with it.

Binding Decision– The decision of the arbitrator shall be final and binding on both parties. The decision may be enforced in any court of competent jurisdiction should either party fail to implement the decision. If a suit to enforce the arbitrator's decision is commenced in a court of competent jurisdiction and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including the adverse party's court costs, legal fees and other related expenses incurred as a result of defending the action.

Each party shall bear its own costs of arbitration except the parties shall share the fees and charges of the arbitrator equally.

ARTICLE XII. EVALUATION

Each employee shall be evaluated at least annually in accordance with the following procedures. Probationary employees shall be evaluated within the first 90 workdays of employment. The employee shall sign each Evaluation report, provided the signature does not signify agreement with the report, rather that the employee has reviewed it with the employee's supervisor. Evaluation reports shall be compiled from identifiable data that shall be made known to the employee. Areas for professional growth shall be made known to the employee within ten (10) workdays of observation.

Evaluation reports shall be presented to each employee by the employee's immediate supervisor in accordance with the following procedures:

- Shall be completed by the immediate supervisor who is trained in the evaluation process. The evaluation shall be based on a compilation of reports and observations made by the immediate supervisor.
- Documentation of performance shall be addressed to the employee and received by the employee prior to the evaluation conference.
- Shall be written in objective and narrative form and shall include when pertinent:
 - Areas exceeding expectations
 - Areas where improvement is needed (requires a written comment citing

- specific examples from current performance year)
- Unsatisfactory (requires a written comment citing specific examples from current performance year)
- performance year)
- Additional reports and observations other than by the immediate supervisor used in the Evaluation report shall be identified as to source.

ARTICLE XIII – Employee Rights

Section 13.1 Just Cause for Discipline

No employee shall be formally disciplined (including written warnings, written reprimands, suspensions, or be terminated) without just cause. The specific ground forming the basis for disciplinary action will be made available to the employee in writing (see Appendix E for 7 Tests of Just Cause).

Section 13.2 Representation

An employee shall be entitled to have a representative of the Association present during any investigatory meeting that could result in discipline against the employee, formal disciplinary action, or any suspicion of any disciplinary action, whether referred to or not.

Section 13.3 Progressive Discipline

The District agrees to follow a policy of progressive discipline which includes verbal warning, written warning/formal reprimand, and suspension without pay, with termination as a final and last resort; however, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. Based on the severity of the action which leads to discipline, the Executive Director of Human Resources or designee retains the right to bypass step(s) of the progressive discipline process.

Section 13.4 Complaints from an Outside Source

Any complaint or other material directed to District administrators making an allegation against an employee by any parent, student or other person will be called to the attention of the employee no later than seven (7) days of receipt of the complaint. Any complaint not called to the attention of the employee will not be used as the sole basis for any disciplinary action against the employee.

Section 13.5 Personnel Files

A. Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, any documents contained in the file shall be provided to the employee. No secret personnel file shall be kept anywhere in the District. Employee and employer representatives may be present in any review of the

personnel files.

B. Any materials, other than those covered by law, may be removed from the file, after a one (1) year period upon request of the employee and approved by the Executive Director of Human Resources.

C. Prior to placement in the personnel file, an employee must be given a copy of any disciplinary or evaluative document. A signature does not necessarily mean agreement with contents of the document, it merely indicates receipt of the document.

D. Employees shall have the right to attach a rebuttal to any disciplinary notice or evaluation.

Section 13.6 Non-Discrimination

There will be no discrimination with respect to employment of any person because of such person's age (over 40), sex, race, creed, religion, color, national origin, sexual orientation, including gender expression or identity, marital status, domicile, honorably-discharged veteran or military status, political activity (or lack thereof), or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, HIV/AIDS and Hepatitis C status, unless based upon a bona fide occupation qualification, provided that the prohibition against discrimination because of such disability will not apply if the particular disability prevents the performance of the particular employee involved.

Section 13.7 Harassment

The parties agree to comply with laws forbidding all types of discrimination including harassment. The District shall take seriously any claim of harassment and appropriate action pursuant to the right of both the claimant and the accused. There shall be no retaliation for filing a good faith complaint of harassment (see Board Policy 5015: Civility).

Section 13.8 Personal Life

The private and personal life of any employee is not within the appropriate concern or attention of the District unless it affects performance of duties.

Section 13.9 Committee Work

Participation in committee work outside of the workday shall be voluntary. If an employee is assigned to assist a committee, the employee shall be paid according to over-time provisions. Even where the committee work is voluntary, if any District employees are being paid for their time, then all participants shall be paid.

Section 13.10 Flexible Scheduling

The District encourages flexibility in scheduling of work assignments where possible and

allowable by law. If any employee wishes to change employee's schedule, such requests shall be considered carefully and allowed with the supervisor's approval.

ARTICLE XIV. ECONOMIC PROVISIONS

Section 14.1 Salary Schedule

Newly hired employees with previous education experience as recognized by OSPI shall be paid on the Salary Schedule (Appendix A) based on years of relevant office professional experience. Employees hired by February 1st of a school year will be granted a year's experience, minus any unpaid leave(s) of absence or other breaks in service. Step increases will be effective September 1 of the following school year.

Employees hired after February 1st will be granted a year's experience the second school year, minus any unpaid leave(s) of absence or other breaks in service. Military leave and unpaid leaves of absence in which the employee receives workers' compensation benefits shall be exceptions to this clause and shall not be considered breaks in service.

Section 14.2 Salary Placement

Employees will be placed on the salary schedule according to their years of experience. (See Section 14.3 for eligible experience.)

Those employees whose positions are presently established on the salary schedule shall maintain their longevity except, as the change in salary schedule might delete or add steps, placement would then be established in accordance with the new conditions. No employee's compensation will be reduced due to changes to the salary schedule, provided that this section does not apply to voluntary transfers by an employee from a higher-paying to a lower-paying position.

Education experience, as recognized by OSPI, of at least six (6) consecutive months in duration in the same bargaining unit position, regardless of the number of hours worked per day, will count toward salary schedule placement. The employee is responsible for requesting salary schedule credit for substitute experience as outlined in this provision at the time of hire in a regular position

All new employees must have appropriate documentation of experience received in the Human Resources Department within ninety (90) calendar days of their first day of work for the experience to be applicable to the current year salary. Documentation received after the cutoff date will be applicable for the following school year.

Employees who move from another bargaining unit within NTPS shall be placed on the first step of the salary schedule.

Section 14.3 Reimbursement for Mandatory Training

A. Employees required to use their own vehicle for District business shall be compensated for such mileage consistent with current IRS Rate, provided that such usage has prior authorization by the District.

B. Employees required to travel for business purposes shall be compensated at their hourly rate of pay for actual time spent traveling and/or attending pre-approved or mandatory training during hours outside of the employee's normal workday.

Section 14.4 Insurance Eligibility

Only employees working four (4) hours or more per day on a regularly scheduled basis and scheduled to work at least sixty (60) days in a school year shall be eligible for the District's contribution toward insurance premiums.

The District shall provide up to a maximum of the state allocated amount per month per FTE unless exempted above, toward the payment of medical, life, vision and dental insurance premiums. The state allocated maximum is available for 260-day employees. Less than 260-day employees are allowed a portion thereof in accordance with their regularly scheduled FTE based on 1440 hours equaling a full-time equivalent.

From the dollar amount available to each employee, first shall be deducted the cost of the District's dental, vision, life, and long-term disability insurance plans with the remaining monies available for application to one of the District's approved medical insurance programs. All eligible employees are required to participate in the dental, life, vision, and long-term disability insurance plan; medical plan participation is optional. During September, payments shall be based on actual FTE generation for each member. At the conclusion of the open period a pool shall be developed to gain maximum utilization of the state insurance appropriations for employees covered by this Agreement, the District agrees that if said appropriation is not fully expended, the maximum contribution shall be increased in an effort to either pay all existing enrollments or fully expend said appropriations, whichever occurs first.

Section 14.5 Payment of Salary

Salaries shall be paid on the last calendar week day of the month, in twelve (12) equal payments, at the rate as appended to this Agreement. Salaries shall be paid following District approved procedures and timelines.

In the event of salary underpayment or overpayment, correction will be made on the next pay period following the discovery. Cumulative errors will be corrected at the rate accumulated or as agreed to between the District, the affected employee, and the Association.

Section 14.6 Classification Changes

In the event that the District assigns an employee to perform services regularly performed by an employee with a bargaining unit classification having a higher rate of pay, the assigned employee shall be paid at the higher rate of classification while performing the work of said

classification effective on the second consecutive day of such work. Any question regarding job duties should be brought to the employee's immediate administrative supervisor for clarification.

Section 14.7 Overtime

Management can request that employees perform work during hours or days beyond those falling within their regularly scheduled hours of work.

Employees can also request to work overtime hours but must obtain written approval from their supervisor or designee prior to working overtime.

If an administrator or supervisor is not available to approve overtime related to an immediate need or emergency, the employee must notify the supervisor in charge within twenty-four (24) hours of the overtime.

All overtime work performed in excess of forty (40) hours -per week shall be compensated for at the rate of time and one-half (1.5) of the employee's regular rate of pay. Compensatory time may be offered as compensation for overtime in lieu of cash payment at the rate of one and one-half (1.5) times the amount of time worked, and must be agreeable to the employee; otherwise, compensation must be in cash in accordance with the provisions of applicable state and federal law.

Overtime shall be compiled monthly, reported through appropriate means, and paid to the employee on the succeeding pay date after submission within payroll "cut-off" dates. Overtime shall be computed to the nearest half hour each time it is accrued. The District will determine the number of employees needed to work the overtime and the employees having the ability to perform the work provided.

No employee shall be required or coerced to work overtime or extend their workday. The employee and supervisor must agree if compensatory time is to be chosen in lieu of overtime pay. If an employee is not able to use earned compensatory time within 30 days of the date worked, a time sheet shall be submitted for payment in the next payroll cycle (based upon standard submission cut-off dates).

ARTICLE XV CLASSIFICATION

Section 15.1 Classification Review and Appeal Process

The Classification Review Committee will consist of the Executive Director of Human Resources, or designee, two (2) District appointees, the Association President, and two (2) Association appointees.

After six (6) months in a position, a unit member or the Association may initiate a classification review process to alter the classification of the position.

In the event the District wishes to reclassify any position in the bargaining unit, the District shall initiate a classification review process in writing to Human Resources and the Association Co-Presidents.

The Executive Director of Human Resources will review requests on an ongoing basis. Application for Classification Review must be submitted electronically to Human Resources. Classification reviews of job titles with multiple employees may be submitted as a group. Completion of one application per job title is required in addition to the administrator/supervisor survey for each employee.

The Classification Review Application may be accessed online.

Section 15.2 Classification Review Scope

Unit members will have the opportunity to address the Classification Appeal Committee upon written request. The Classification Appeal Committee will determine the scope of their review including the following:

1. Analysis of Classification Review requests
2. Impact and comparison within the bargaining unit
3. Interviews as necessary with requesting employee and/or group of employees, and the supervisor(s)
4. Need for referring the decision to the bargaining process for the establishment of a new rate of pay

Section 15.3 Classification Appeal Decision

The Executive Director of Human Resources will notify the requesting employee and/or group of employees of the decision within fifteen (15) days of the application review. If the request is granted, any pay increase will be retroactive to the beginning of the month when the application was submitted. Pay adjustments will be implemented in the next pay period. Should the application review not be approved, an employee may appeal the decision to the Classification Review Committee. Any person whose request has been denied by the Classification Review Committee must wait one (1) year from the date of decision before reapplying or until a new classification system is adopted.

ARTICLE XVI. PROFESSIONAL GROWTH

Section 16.1 In-Service

In-service classes not filled by bargaining unit members will be offered to members of other bargaining units. Employees who attend required professional development activities shall receive pay for such attendance at their rate of pay in effect at the time.

Administrators are encouraged to support employees' professional development activities

during the workday. Professional development activities should be directly related to the employee's position and shall not create a loss of pay or benefits.

Employees shall request prior District approval of the proposed professional activity by completing the appropriate District process.

The District shall accept verification of attendance at professional development activities for inclusion in the employee's personnel file.

Employees may be reimbursed for expenses related to District required professional development or for time spent in professional development. Employees are responsible for following District approved prior trip and reimbursement procedures. In order to be paid for time spent in professional development, employees must provide the District with clock hour/course verification forms or official transcripts.

Section 16.2 Staff Development Program

A representative from the Association will be appointed by the Association to a District in-service committee to develop a comprehensive staff development program for the entire staff.

The District and Association agree to collaboratively develop a professional development program. The professional development program shall include incentive systems to encourage participation and continued growth.

Section 16.3 New Employee Training

The District and the Association recognize and value the importance of training for new employees hired or transferred to a new position. The parties agree to work collaboratively to develop a new employee-training program.

Bargaining unit members acting as trainers shall be recognized and supported as part of the ongoing staff development program. A trainer of a new employee shall receive additional pay upon approval of the supervisor and/or the Executive Director for Human Resources or designee.

ARTICLE XVII COMPLIANCE WITH LAW

Should any article, section or portion of this Agreement be held unlawful or invalid in any court, agency, ruling or opinion of the attorney general or be in conflict with existing state laws, such decision shall apply only to the article, section or portion thereof directly specified in such decision or opinion. The remaining provisions of this Agreement shall remain in full force and effect. In the event a provision is determined to be unlawful or invalid, such provisions shall be renegotiated. Negotiations shall commence within two (2) weeks after receipt of the written decision affecting this section. The parties will enter negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such

provision(s).

ARTICLE XVIII. OTHER CONDITIONS OF EMPLOYMENT

Section 18.1 Distribution of Agreement

Within a reasonable amount of time after finalizing the Agreement, the District and the Association shall make its contents available to unit members on the District website. The District shall post a copy of the Agreement on the District website for each member of the bargaining unit to access. The District shall provide a printed copy of the Agreement upon request. The District shall make the Agreement available to all new employees on the District website. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.

Section 18.2 Status of Agreement

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

Section 18.3 Employee Protection

The District agrees to provide liability insurance for the purpose of protecting employees from becoming liable for bodily injury and property damage due to circumstances related to their employment. The District provides liability protection for employees while they are driving a District-owned vehicle as part of their employment duties. However, Washington State requires that residents of the state carry personal automobile liability insurance as the owner of a personal vehicle, regardless of its use.

The District shall also provide employees personal property insurance protection of up to \$500. The employee agrees to pay a \$50 deductible. Such coverage is afforded only if the personal belongings are situated on District property and are being used in conjunction with an employee's duties as a District employee.

All insurance coverage in this section is limited and subject to the insurance contract and decisions of District carriers. An employee may not claim damages to the District in addition to, or in lieu of, the insurance.

ARTICLE XIX. DURATION AND REOPENERS

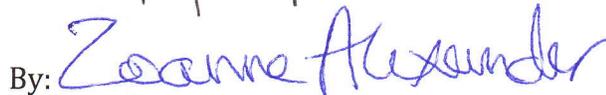
All provisions of this Agreement shall be in full force and effect from September 1, 2018 to August 31, 2020. By mutual agreement, any and all parts of this Agreement may be reopened for negotiations.

SIGNATURES

FOR THE ASSOCIATION:

By: 
Kristi Ashmore
Co-President

Date: 01/11/2019

By: 
Zoanne Alexander
Co-President

Date: 1-14-19

FOR THE DISTRICT:

By: 
Charlie Burleigh
Human Resources, Executive Director

Date: 1/8/19

APPENDIX A - SALARY SCHEDULES

2018-2019

	Base (1,2)	Yr 3 (3,4)	Yr 5 (5-9)	Yr 10 (10-14)	Yr 15 (15-19)	Yr 20+
OP 2	\$ 19.27	\$ 20.24	\$ 21.25	\$ 22.31	\$ 23.43	\$ 24.60
OP 3	\$ 20.82	\$ 21.86	\$ 22.95	\$ 24.10	\$ 25.30	\$ 26.57
OP 4	\$ 22.48	\$ 23.61	\$ 24.79	\$ 26.03	\$ 27.33	\$ 28.69
OP 5	\$ 24.28	\$ 25.49	\$ 26.77	\$ 28.11	\$ 29.51	\$ 30.99
OP 6	\$ 26.22	\$ 27.53	\$ 28.91	\$ 30.36	\$ 31.87	\$ 33.47

For the 2019-2020 school year, the salary matrix provided in this agreement shall be increased by three percent plus the annual salary inflationary increase provided for school district employees by the legislature pursuant to RCW 28A.400.205, which currently defines the annual salary inflationary increase as the implicit price deflator for that fiscal year.

APPENDIX B - CONTENTS OF THE GRIEVANCE

DISTRIBUTION OF GRIEVANCE:

Association Representative: Immediate Supervisor: Association: Grievant:

COMPLAINT BY THE AGGRIEVED:

The grievant's name and work location;

The specific article and section allegedly violated;

When the alleged violation occurred;

Explanation of violation;

Proposed remedy or remedies for resolution of the grievance;

Results of the previous step(s) and why such results were unsatisfactory;

SIGNATURE OF AGGRIEVED _____ Date _____

APPENDIX C - EVALUATION REPORT

North Thurston Public Schools Performance Evaluation Report for Classified Employees- NTAOTE



**NORTH THURSTON PUBLIC SCHOOLS
HUMAN RESOURCES DEPARTMENT
OFFICE PROFESSIONAL EVALUATION**

Complete by: June 1

Employee's Name

School year

Evaluation Period through

Evaluation Type: Probationary Annual

General Criteria: Please mark appropriate rating. Specific comments required if either of first two ratings are marked.

1. Adaptability: ability to change and cooperate in varying conditions

- Has great difficulty making adjustments Sometimes has difficulty adjusting to different conditions Adjusts to new conditions with little difficulty Very flexible, can be used effectively in all conditions

Comments:

2. Cooperation: gets along well with others; willing to work together with respect for staff, students, and community

- Avoids participation Passive participant, cooperates when asked Actively participates, cooperates when asked Demonstrates leadership, enhances department performance

Comments:

3. Dependability: works well independently

- Work needs close and regular supervision, rarely works independently Work needs more than minimal supervision Works with little or no supervision Independent worker; detail oriented

Comments:

4. Productivity: produces appropriate volume of work accurately

- Unacceptable, assignments incomplete Inconsistently completes work Produces as expected; thorough, accurate Highly productive, thorough and accurate

Comments:

5. Organization: plans effectively to perform job expectations

- Disorganization seriously hampers job performance Disorganization sometimes hampers job performance Organized, carries out duties effectively Very organized, highly effective and efficient

Comments:

6. Judgment: makes carefully thought out, sound decisions for individual situations; demonstrates safe work habits

- Frequent errors in judgement Occasionally does not exercise good judgment Makes appropriate decisions Serves as role model through decision making

Comments:

7. Record Keeping; required paper work is accurate, legible and timely

- Frequently late, incomplete, and/or needs correction, reminders necessary Infrequently late, and/or needs correction; reminders necessary Paper work turned in on time, usually accurate, complete and easy to read Paper work processed is very neat, always on time and accurate

Comments:

8. District Policies and Procedures: understands and follows policies and procedures

- Unacceptable; does not demonstrate understanding of policies and procedures Needs to improve; does not always follow policies and procedures Follows policies and procedures as expected Highly supportive in following policies and procedures; involved in development & implementation

Comments:

9. Work Ethic: Works with a positive attitude and respect for authoritative feedback

- Frequently negative, does not respond to feedback Infrequently negative, rarely uses feedback to improve Positive Attitude, makes corrections based on feedback Very positive, feedback is used to improve quality of work

Comments:

10. Punctuality and Attendance: displays good habits in attendance and punctuality

- Frequently late or absent Infrequently late or absent Arrives on time. Appropriate absenteeism for circumstances Always on time. Rarely absent

Comments:

11. Communication: ability to communicate written and oral information with students and adults

- Use of poor communications skills seriously hampers job function Use of poor communication skills occasionally hampers job function Consistently practices effective communication skills Exceptional use of communication skills enhances job function

Comments:

12. Professional Attire: dresses appropriately for work follows suggested guidelines

- Appearance is not appropriate for work environment and needs improvement Appearance is appropriate for work environment

Comments:

13. Confidentiality: Maintains appropriate levels of confidentiality

- Always maintains confidentiality Does not maintain confidentiality at all times.

Comments:

Evaluator Overall Comments

Activities Contributing to Professional Growth

Employee Comments

Job Related Goals for Next Year: (Optional)

I have read and have had an opportunity to discuss this evaluation of my work with my supervisor. I realize that my signature on this form does not necessarily mean that I agree with this evaluation. A copy of this report is being given to me.

Employee Signature/Date

Evaluator's Signature/Date

APPENDIX D – WHAT IS A SERIOUS HEALTH CONDITION

The District follows federal law in determining whether a medical condition qualifies as a serious health condition. The US Department of Labor defines “serious health condition” in the Family and Medical Leave Act (FMLA) regulations, 29 C.F.R, 825, as follows:

29 CFR §825.113 Serious health condition.

(a) For purposes of FMLA, *serious health condition* entitling an employee to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care as defined in §825.114 or continuing treatment by a health care provider as defined in §825.115.

(b) The term *incapacity* means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

(c) The term treatment includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

(d) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not serious health conditions unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness or allergies may be serious health conditions, but only if all the conditions of this section are met.

29 CFR §825.114 Inpatient care.

Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity as defined in §825.113(b), or any subsequent treatment in connection with such inpatient care.

29 CFR §825.115 Continuing treatment.

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(a) *Incapacity and treatment.* A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(1) Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion, which results in a regimen of continuing

treatment under the supervision of the health care provider.

(3) The requirement in paragraphs (a)(1) and (2) of this section for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.

(4) Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.

(5) The term *extenuating circumstances* in paragraph (a)(1) of this section means circumstances beyond the employee's control that prevent the follow-up visit from occurring as planned by the health care provider. Whether a given set of circumstances are extenuating depends on the facts. For example, extenuating circumstances exist if a health care provider determines that a second in-person visit is needed within the 30-day period, but the health care provider does not have any available appointments during that time period.

(b) *Pregnancy or prenatal care.* Any period of incapacity due to pregnancy, or for prenatal care. *See also* §825.120.

(c) *Chronic conditions.* Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(1) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider;

(2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

(d) *Permanent or long-term conditions.* A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

(e) *Conditions requiring multiple treatments.* Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:

(1) Restorative surgery after an accident or other injury; or

(2) A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

(f) Absences attributable to incapacity under paragraph (b) or (c) of this section qualify for FMLA leave even though the employee or the covered family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three consecutive, full calendar days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

APPENDIX E - SEVEN STEPS OF JUSTIFIABLE CAUSE

Seven Steps of Justifiable Cause

1. Was the employee adequately warned of the consequences of their conduct?
2. Was the employer's rule or order reasonably related to efficient and safe operation?
3. Did management investigate before administering the discipline?
4. Was the investigation fair and objective?
5. Did the investigation produce substantial evidence or proof of guilt?
6. Were the rules, orders and penalties applied evenhandedly and without discrimination?
7. Was the penalty related to the seriousness of the offense and the past record?