

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Lake Quinault School District #97

AND

Public School Employees of Quinault

SEPTEMBER 1, 2017 - AUGUST 31, 2020



Public School Employees of Washington / SEIU Local 1948
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DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

P R E A M B L E

26 This Agreement is made and entered into between Lake Quinault School District Number 97 (hereinafter
27 "District") and Public School Employees of Quinault, an affiliate of Public School Employees of
28 Washington / SEIU Local 1948 (hereinafter "Association").
29

30 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
31 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties
32 agree as follows.
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ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

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39 **Section 1.1.**

40 The District hereby recognizes the Association as the exclusive representative of all employees in the
41 bargaining unit described in Section 1.4, and the Association recognizes the responsibility of
42 representing the interests of all such employees.
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1 **Section 1.2.**

2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as
3 director/supervisor, deputy, administrative assistant, or secretary necessarily imply a confidential
4 relationship to the board of directors or superintendent of the District pursuant to RCW 41.56.030 (2).
5

6 **Section 1.3.**

7 Descriptions for all positions subject to this Agreement are attached hereto and by this reference
8 incorporated herein.
9

10 **Section 1.4.**

11 The bargaining unit to which this Agreement is applicable shall consist of all classified employees who
12 are scheduled to work, or actually work twenty (20) consecutive days or thirty (30) days in a twelve (12)
13 month period, in the following general job classifications: secretarial/clerical, paraeducator, food service,
14 transportation, and custodian/maintenance excluding the secretary to the superintendent, accounts
15 secretary, the secretary to the principal, and the business manager.
16

17
18 **ARTICLE II**

19
20 **RIGHTS OF THE EMPLOYER**
21

22 **Section 2.1.**

23 It is agreed that the customary and usual rights, powers, functions, and authority of management are
24 vested in management officials of the District. Included in these rights in accordance with and subject to
25 applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force,
26 the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend,
27 discharge, demote, or take other disciplinary action against employees; and the right to release
28 employees from duties because of lack of work or for other legitimate reasons. The District shall retain
29 the right to maintain efficiency of the District operation by determining the methods, the means, and the
30 personnel by which operations undertaken by the employees in the unit are to be conducted.
31

32 **Section 2.2.**

33 The right to make rules and regulations shall be considered acknowledged functions of the District. In
34 making rules and regulations relating to personnel policies, procedures and practices, and matters of
35 working conditions, the District shall give due regard and consideration to the rights of the Association
36 and the employees and to the obligations imposed by this Agreement.
37

38 **Section 2.3.**

39 The District may require the maintenance employees to have a home telephone.
40

41 **Section 2.4.**

42 The District may contract the Special Education program to ESD 112. There shall be no further
43 contracting of bargaining unit work.
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45 Any employees hired for this program who are not current employees of the District shall be exempt
46 from the provisions of Article XV.
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ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership to any members in the bargaining unit.

Section 3.2.

Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District. An employee shall upon request have the right to an Association representative present at investigatory interviews.

Section 3.3.

Employees subject to this Agreement have the right to have Association representatives present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

Section 3.4.

Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered, to appropriate officials of the Association.

Section 3.5.

Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically disabled person or others.

All employees are protected in reporting violations of safety of students or staff to their immediate supervisor. The provisions of District policy 5010 shall also apply.

Section 3.6.

There shall be only one (1) official personnel file for each employee, to be kept in the District administration office. Each employee shall have the right to review the contents of his/her personnel file. During the review, the superintendent or designee will be present, and the employee may initial and photocopy any material in the file, at employee expense.

Section 3.6.1.

The District shall maintain a medical information file for each classified employee of the District which will be kept separate from the personnel file. Such file will contain such sensitive information as immunization history, health related cards and bus driving physicals examination

1 forms. This medical information file will insure confidentiality of sensitive information
2 regarding the employee.

3
4 **Section 3.6.2.**

5 A copy of each performance or disciplinary document placed in the personnel file shall be
6 provided to the employee within five (5) working days from insertion. An employee may attach
7 comments to any performance or disciplinary document that is a part of the personnel file.
8 Derogatory material not brought to the attention of the employee in compliance with this section,
9 or not placed into the official personnel file may not be used for any purpose adverse to the
10 employee's interests.

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13 **ARTICLE IV**

14
15 **RIGHTS OF THE ASSOCIATION**

16
17 **Section 4.1.**

18 The Association has the right and responsibility to represent the interests of all employees in the
19 bargaining unit; to present its views to the District on matters of concern, either orally or in writing; and
20 to enter collective negotiations with the object of reaching an Agreement applicable to all employees
21 within the bargaining unit.

22
23 **Section 4.2.**

24 The Association may request information regarding any disciplinary actions of any employee in the
25 bargaining unit in accordance with the provisions of the discharge and grievance procedure articles
26 contained herein. The Association, at the employee's request, is entitled to have an observer at hearings
27 conducted by any District official or body arising out of grievance and to make known the Association's
28 views concerning the case.

29
30 **Section 4.3.**

31 The names, addresses, work assignments, and current salary information of employees in the bargaining
32 unit will be provided upon request annually to the president of the Association, and updated upon
33 request as changes in personnel occur.

34
35 **Section 4.4.**

36 The Association reserves and retains the right to delegate any right or duty contained herein, relating to
37 the enforcement of contract duties and effectuation of the intent of the contract, within the scope of
38 statute, to appropriate officials of the Public School Employees of Washington / SEIU Local 1948 state
39 organization.

40
41 **Section 4.5.**

42 Upon the mutual Agreement of the superintendent and Association, representation leaves for Association
43 business may be considered.
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1 **Section 4.6. Bulletin Boards.**

2 The District shall provide a bulletin board space in an appropriate place in the school for the use of the
3 Association. The bulletins posted by the Association are the responsibility of the officials of the
4 Association. Each bulletin shall be signed by the Association official responsible for its posting.
5 Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by
6 employees or the Association of pamphlets, advertising, political matters, notices of any kind, or
7 literature on District property, other than herein provided.

8
9 **Section 4.6.1.**

10 The responsibility for the prompt removal of notices from the bulletin boards after they have
11 served their purpose shall rest with the individual who posted such notices.

12
13 **Section 4.7.**

14 Upon reasonable request, the Association President may be allowed to utilize in-District school general
15 mail, including email for the sole purpose of notification(s) to members of the bargaining unit of
16 meetings, training opportunities and general Association business.

17
18
19 **ARTICLE V**

20
21 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

22
23 **Section 5.1.**

24 It is agreed and understood that matters appropriate for consultation and negotiation between the District
25 and the Association are hours, wages, grievance procedures and general working conditions of
26 employees in the bargaining unit subject to this Agreement.

27
28 **Section 5.2.**

29 It is further recognized that this Agreement does not alter the right of either party to meet with the other
30 party to advise, discuss or consult regarding matters concerning working conditions not covered by this
31 Agreement.

32
33 **Section 5.3.**

34 The Association will designate a conference committee of three (3) members who will meet with the
35 superintendent of the District and the superintendent's representatives on a mutually agreeable regular
36 basis to discuss appropriate matters as specified in Section 5.1.

37
38 **Section 5.4.**

39 The District agrees that notice of principal requests for statutory or regulatory waivers made pursuant to
40 the provisions of Chapter 28A.320 RCW as amended by E2SHB 1303 will be provided to the
41 Association. Normally, the Association will receive such notice prior to District action to obtain
42 classified employee commitment to cooperate in implementing the waiver, but in no case will the
43 Association receive the notice later than two (2) weeks prior to the first consideration of such waiver
44 request by the District Board of Directors.

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ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.

The Association representatives may represent the members of the bargaining unit in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees on their own time and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated that he does not desire to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.1.1.

Association officers and representatives shall be excused with no loss of pay to attend District requested meetings, hearings, and disciplinary actions when they cannot be scheduled outside the employee's normal work hours. Recognizing that the prompt completion of contract negotiations are in the mutual interest of the District and the Association, and that negotiations shall take place, whenever possible, outside of negotiating committee members' normal work hours. If it is necessary to schedule negotiations during the normal work hours of any negotiating committee member, the District and the Association shall meet to determine rescheduling and the responsibility to pay for substitutes if necessary.

Section 6.2.

Visitation rights shall be granted to the designated representative of the Public School Employees of Washington / SEIU Local 1948 to visit with employees in the appropriate bargaining units for purposes of grievance procedures and/or general information data. The visiting delegate shall notify the school district of arrival for prior permission. Such visitation shall be on the employee's own time.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1.

The normal workweek shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest which shall be treated as Saturday and Sunday respectively. Each employee will be assigned to a definite shift with designated times of beginning and ending. Employees will be given reasonable notice of a shift change except that, in the case of emergencies, changes can be made at the discretion of the immediate supervisor.

1 **Section 7.2.**

2 All employees working more than four (4) consecutive hours shall be granted a lunch period of thirty
3 (30) minutes minimum. A rest period of fifteen (15) minutes shall be granted during each shift of four
4 (4) consecutive hours.

5
6 **Section 7.3.**

7 When an employee is moved from one job classification to a higher classification, temporary changes in
8 responsibilities will not be recognized. After the employee has assumed the duties of the new position
9 for five (5) accumulative working days during the school year, the change in wages will become
10 effective.

11
12 **Section 7.3.1.**

13 When an employee is required to substitute for a certificated employee for more than thirty-one
14 (31) minutes, said employee will be paid at the Classified Employee Substitute Instructor rate
15 stated on Schedule A per hour for all hours worked in that capacity.

16
17 Must have prior approval of building principal to substitute for a certificated employee.

18
19 **Section 7.4.**

20 Employees shall receive payment for all authorized time worked.

21
22 **Section 7.4.1.**

23 Employees who are considered to be school-year only employees shall not experience a
24 reduction in pay when the school calendar calls for an early dismissal or late start. In the event
25 of those occurrences, for the purpose of certificated staff training, school year employees are to
26 remain on the job and participate in training planned on their behalf by district administration. It
27 is the intent of this section to signify the importance of classified employee training and that
28 attendance at the training provided by the District is mandatory for all impacted employees.

29
30 **Section 7.5. Overtime.**

31 All authorized hours in excess of eight (8) hours per day or forty (40) hours per week shall be
32 compensated at one and one-half (1 ½) times the employee's base hourly rate.

33
34 **Section 7.5.1.**

35 Employees called by the superintendent for special service shall receive no less than two (2)
36 hours pay per call at the employee's appropriate rate. (Base rate or weekend rate.)

37
38 **Section 7.5.2.**

39 All authorized hours worked on Saturday or Sunday, as defined herein, shall be compensated
40 at one and one-half (1 ½) times the employee's base hourly rate.

1
2 **Section 7.6.**

3 In the event of an emergency morning school closure, a minimum of two (2) hours at regular pay will be
4 paid to employees reporting to work and then sent home. When the superintendent calls for a 2-hour
5 delay to the start of school, school year only employees have the following options:
6

- 7 1. Come in to work at their regular time;
- 8 2. Take comp time from earned and documented comp time;
- 9 3. Make up time on other work days--Notify supervisor of when and what activities you will do;
- 10 4. Do not get paid for hours missed.

11
12 On school closure days, hours will be made up when the day is rescheduled, except for year round
13 employees. These employees will have the following options:
14

- 15 1. Come in to work at their regular reporting time;
- 16 2. Take comp time from earned and documented comp time;
- 17 3. Make up time on other work days--Notify supervisor of when and what activities
18 you will do;

19
20 **Section 7.7. Bus Drivers.**

21
22 **Section 7.7.1.**

23 Drivers will be paid three quarters (3/4) hour preparation time each day. Drivers will also be
24 paid one-half (1/2) hour preparation time for extra trips which fall on non-school days.
25

26 **Section 7.7.2.**

27 Routes shall be re-bid in accordance with Section 10.7 of the Agreement if an AM or PM route
28 increases or decreases for thirty (30) or more minutes per day.
29

30 **Section 7.7.3.**

31 Each sports season the District shall post all scheduled extra trips, which shall be bid by the
32 regular drivers on a seniority basis. The most senior driver shall have the first opportunity to bid
33 one trip followed by the next most senior driver bidding one trip and so forth until all regular
34 drivers have had an opportunity to bid. Regular drivers shall bid unscheduled extra trips in the
35 same manner. Any trip not assigned by this process shall be offered to other qualified and
36 available regular employees based on preference given to the employees with the earliest hire
37 date. Any extra trip that remains unassigned shall be offered to substitute drivers. In the event
38 any extra trips remain unassigned, using the preceding process, the District shall have the right to
39 assign such trips to regular drivers.
40

41 Employees who formerly had a route for at least one year, but no longer have a bus route due to
42 district restructuring who retain a CDL and are available as substitutes will have the eligibility to
43 bid trips under the following limitations:
44

- 45 1. The trip may not conflict with the employee's regular shift;
- 46 2. The employee who formerly worked as a regular driver will be considered to have a seniority
47 right to trips on the basis of the length of their previous service as a regular driver.
- 48 3. A seniority list reflecting this process will be maintained.

1
2 **Section 7.7.3.1. Vans.**

3 If there are six or less students who are to be transported then the driver can be a staff
4 member (i.e., coach, teacher, aide, etc.). No driver wages will be paid. If two or more
5 vans are to be used in lieu of a bus, then one driver must be a District bus driver and paid
6 wages accordingly.
7

8 **Section 7.7.4. Overnight Extra Trips.**

9 Extra trips will be paid at the rate to which the driver is otherwise entitled i.e. either the Extra
10 Trip Rate or the Extra Trip Overtime Rate stated on Schedule A. On overnight extra trips,
11 drivers shall be compensated for actual driving time, or a minimum of eight (8) hours, whichever
12 is greater, for each day. Meals and lodging shall be provided and/or reimbursed by the District,
13 at District approved rates.
14

15
16 **Section 7.7.5. Non-Overnight Extra Trips.**

17 Extra trips will be paid at the rate to which the driver is otherwise entitled i.e. either the Extra
18 Trip Rate or the Extra Trip Overtime Rate stated on Schedule A. Standby time is allowed on field
19 trips and athletic trips. Standby time includes all time spent on trips outside of driving time.
20 Standby time shall be paid the same as driving time on extra trips.
21

22 **Section 7.7.6.**

23 Whenever a trip requires two (2) drivers, as determined by the District, the compensation for
24 each shall include the time during which he/she is a non-operative passenger on the bus in
25 addition to actual driving time, and such time shall be paid the same as driving time on extra
26 trips.
27

28 **Section 7.7.7.**

29 The required physical examinations for bus drivers shall be paid for by the District. Any
30 monetary amount not covered by health insurance for required physical examinations for bus
31 drivers will be covered by the district. Employees who have paid for the physicals out of pocket
32 will be reimbursed.
33

34 **Section 7.7.8.**

35 Drivers may refuse to allow students to ride the bus in the event a hazardous condition is created
36 endangering safety of other passengers, provided the driver contacts the principal prior to a
37 subsequent refusal.
38

39 **Section 7.8.**

40 The use of the video cameras is designed to monitor student behavior. Upon request, bus drivers shall
41 be informed on days that a camera has been placed in their assigned bus(es) prior to departure from the
42 District bus garage. Except in cases of unlawful driver conduct or inappropriate behavior, the content of
43 the video tapes shall not be used to evaluate driver performance. Upon request, tapes will be saved until
44 the driver can review them. Upon request, drivers may be permitted to view the tapes with the
45 supervisor present.
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ARTICLE VIII

Section 8.1. Holidays.

Section 8.1.1.

All less than twelve (12) month employees shall receive the following paid holidays that fall within the work year:

- | | |
|---------------------------|----------------------------------|
| 1. New Year's Day | 6. Veterans' Day |
| 2. Martin Luther King Day | 7. Day after Thanksgiving |
| 3. Presidents' Day | 8. Day before or after Christmas |
| 4. Memorial Day | 9. Christmas Day |
| 5. Thanksgiving Day | 10. Labor Day |

Section 8.1.2.

All twelve (12) month employees shall receive the following paid holidays as indicated on the school calendar that fall within their work year.

- | | |
|--|---|
| 1. New Year's Day | 8. Veterans' Day |
| 2. Martin Luther King Day ⁽¹⁾ | 9. Thanksgiving Day |
| 3. Presidents' Day | 10. Day after Thanksgiving |
| 4. Memorial Day | 11. Day before or after Christmas |
| 5. Independence Day | 12. Christmas Day |
| 6. Day before Labor Day* | 13. Day before or after New Year's Day ⁽²⁾ |
| 7. Labor Day | |

*When school starts at least two (2) working days before Labor Day.

- (1) The District shall inform employees as to which day will be taken as a holiday. Employees may be assigned different days.
- (2) Employees may request an alternative holiday (Floating Holiday) subject to: Written request to the Superintendent at least thirty (30) working days prior to Martin Luther King Day, except that: Such employee shall work Martin Luther King Day and shall forego the benefits of Sections 8.2.1 and 8.2.2 herein.

Section 8.2.1. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked both his last scheduled shift preceding the holiday and his first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee is on authorized paid leave or can furnish proof satisfactory to the District that because of illness the employee was unable to work on either of such shifts, and the absence previous to such holiday by reason of such illness has not been longer than thirty (30) regular workdays.

If a holiday falls on a Saturday, the employees will be granted the Friday before as a paid day off. If a holiday falls on a Sunday, the employees will be granted the Monday after as a paid day off.

1
2 **Section 8.2.2. Worked Holidays.**

3 Employees who are required to work on the above described holidays shall receive the pay
4 due them for the holiday, plus one and one-half (1 ½) times their base rate for all hours
5 worked on such holidays, unless the employee starts to work at 10:00 p.m. or thereafter on
6 that date.

7
8 **Section 8.2.3. Holidays During Vacation.**

9 Should a holiday occur while an employee is on vacation, the employee shall be allowed to
10 take one (1) extra day of vacation with pay in lieu of the holiday as such.

11
12 **Section 8.3. Vacations.**

13 Upon completion of the first year of service with the School District, each year round employee
14 shall be granted five (5) days paid vacation per year. Upon completion of the second (2nd) year of
15 service, each year round employee shall be granted ten (10) days paid vacation per year. Upon
16 completion of the fifth (5th) year of service each year round employee shall be granted fifteen (15)
17 days paid vacation per year. Upon completion of the tenth (10th) year of service, each year round
18 employee shall be granted twenty (20) days paid vacation per year. Upon completion of the
19 fifteenth (15th) year of service, each year round employee shall be granted twenty-one (21) days paid
20 vacation per year. Upon completion of the sixteenth (16th) year of service, each year round
21 employee shall be granted twenty-two (22) days paid vacation per year. Upon completion of the
22 seventeenth (17th) year of service, each year round employee shall be granted twenty-three (23) days
23 paid vacation per year. Upon completion of the eighteenth (18th) year of service, each year round
24 employee shall be granted twenty-four (24) days paid vacation per year. Upon completion of the
25 nineteenth (19th) year of service, each year round employee shall be granted twenty-five (25) days
26 paid vacation per year.

27
28 **Section 8.3.1.**

29 It is mutually agreed that vacations shall be scheduled by according priority to vacation dates
30 on the basis of employee seniority. However, District employment needs shall also be taken
31 into account allowing the District final discretion in scheduling vacation times.

32
33 **Section 8.3.2.**

34 Eligibility for use of vacation credit shall be determined as follows:

- 35
36 1. An employee becomes eligible to use his vacation credit after reaching the first (1st)
37 eligibility date.
38 2. The eligibility date of an employee newly hired or hired after termination of
39 employment shall occur on the anniversary date of employment; provided, however
40 that employees shall be eligible for benefits accruing during the first (1st) year
41 prorated to the next July 1.

42
43 **Section 8.3.3.**

44 The taking of a leave of absence without pay shall not deprive a year round employee from
45 vacation credit earned during the balance of the year. However, such leave shall extend the
46 employee's hire date for the extent of such leave for the purpose of vesting of vacation days.

1 **Section 8.3.4.**

2 Sections 8.3, 8.3.1, 8.3.2, and 8.3.3 apply to twelve (12) month (year round) employees.
3
4

5 **ARTICLE IX**

6 **LEAVES**

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9 **Section 9.1. Sickness, Injury and Emergency Leave.**

10
11 **Section 9.1.1.**

12 Each employee, after completing their probationary period, shall receive a minimum of
13 twelve (12) days of paid sickness, injury and emergency leave per year. Sick leave shall be
14 vested when earned and may be accumulated to a maximum of one hundred eighty (180)
15 days. The District shall project the number of annual days of sick leave at the beginning of
16 the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable
17 to the employee's normal daily work shift; provided, however, that should an employee's
18 normal daily work shift increase or decrease subsequent to an accumulation of days of sick
19 leave, sick leave benefits will be paid in accordance with the employee's normal daily work
20 shift at the time the sick leave is taken, and the accumulated benefits will be expended on an
21 hourly rather than a daily basis. Employees responsible for minor dependents shall be
22 allowed use of accumulated sick leave to care for the minor dependent in the event of illness.
23

24 Emergency leave shall be determined by the following:

- 25
- 26 A. The problem must be suddenly precipitated, must be of such a nature that preplanning is
 - 27 not possible, or where preplanning cannot relieve the necessity of the employee's
 - 28 absence.
 - 29 B. The problem cannot be one of minor importance or of mere convenience, but must be
 - 30 serious.
- 31

32 Initial notification must be made to immediate supervisor before leaving whenever possible.
33 Applications for consideration of emergency leave must be made to the superintendent within
34 three (3) working days after the absence.
35

36 **Section 9.1.2.**

37 In the event employees are absent for reasons which are covered by Industrial Insurance, the
38 District shall pay the employee an amount equal to the difference between the amount paid
39 the employee by the Department of Labor and Industries and the amount the employee would
40 normally earn. A deduction shall be made from the employee's accumulated sick leave in
41 accordance with the amount paid to the employee by the District.
42

43 **Section 9.1.3.**

44 An employee using sick leave shall notify the District office as soon as possible of the fact that
45 they will be absent from work. Upon return to work the employee using sick leave will be
46 required to complete a District form indicating that sick leave was taken.
47

1 **Section 9.1.4. Sick Leave Attendance Incentive Program.**

- 2
- 3 A. In January of the year following any year in which a minimum of sixty (60) days of leave for
4 illness or injury is accrued, and each January thereafter, any eligible employee may exercise
5 an option to receive remuneration for unused leave for illness or injury accumulated in the
6 previous year at a rate equal to one (1) day's monetary compensation of the employee for
7 each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days.
8 Leave for illness or injury for which compensation has been received shall be deducted from
9 accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary
10 compensation.
- 11
- 12 B. At the time of separation from school district employment, an eligible employee as
13 defined by RCW 28A.400.210(2) or the employee's estate shall receive remuneration at a
14 rate equal to one (1) day's current monetary compensation for each four (4) full days
15 accrued leave for illness or injury.

16

17 **Section 9.1.5. Sick Leave Sharing.**

18 All employees who qualify shall be allowed to share sick leave as per District policy.

19

20 **Section 9.2. Personal Leave.**

21 Up to four (4) days leave shall be granted annually at the request of the employee at full salary for
22 unusual situations which require absence during school hours. Each regular classified employee with
23 less than 1.0 FTE status shall be afforded with days equivalent to their FTE position. This leave is non-
24 cumulative, two (2) days are non-sick leave days and two (2) days are sick leave days.

25

26 **Section 9.3. Leave for Family Illness And Bereavement.**

27 Each employee shall be entitled to a maximum of three (3) days leave per year with pay for absence
28 caused by death or immediate serious illness or long term life threatening illness to the employee's child,
29 spouse, parent, step-parent, grandparent, sibling or parent-in-law. Such leave shall not be deducted from
30 sick leave and is noncumulative from year to year. Upon the approval of the superintendent, an
31 employee may be granted an additional two (2) days of this leave.

32

33 **Section 9.4. Maternity Leave.**

34 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such
35 time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave
36 must return to work not later than one (1) year following the granting of the maternity leave. Employees
37 granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance
38 with Section 9.1.1 above. Before returning to work, the employee must be certified by her physician as
39 ready and able to return. As with any other employee using sick leave under Section 9.1.1, an employee
40 seeking to be compensated during maternity leave must be physically unable to perform her normal
41 work before Section 9.1.1 would be applicable.

42

43 **Section 9.5. Judicial Leave.**

44 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as
45 a codefendant with the District, such employee shall receive a normal day's pay for each day of required
46 presence in court. In the event that an employee is a party in a court action, such employee may request a
47 leave of absence. If granted, such leave of absence will be without pay.

1 **Section 9.6. Child Care Leave.**

2 The District may grant child care leave, without pay, for up to one (1) year for the purpose of caring for
3 a natural or adopted child or a child of legal custody. The returning employee will be provided the same
4 or comparable position occupied before the child care leave.

5
6 **Section 9.7. Parental Leave.**

7 In addition to the maternity leave described above, upon the birth of a child to an employee or placement
8 of a child in an employee's home, a leave of absence with pay for up to five (5) days shall be granted.
9 Parental leave shall be deducted from sick leave.

10
11 **Section 9.8. Leave of Absence.**

12
13 **Section 9.8.1.**

14 Upon recommendation of the immediate supervisor through administrative channels to the
15 superintendent, and upon approval of the board of directors, an employee may be granted a leave
16 of absence for a period not to exceed one (1) year; provided, however, if such leave is granted
17 due to extended illness, one (1) additional year may be granted.

18
19 **Section 9.8.2.**

20 The returning employee will be assigned to the same or comparable position occupied before the
21 leave of absence. Employees hired to fill positions of employees on leave of absence will be
22 hired for a specific period of time, during which they shall be subject to all provisions of this
23 Agreement. It shall be the responsibility of the employer to inform replacement employees of
24 these provisions.

25
26 **Section 9.8.3.**

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

31
32
33 **ARTICLE X**

34
35 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

36
37 **Section 10.1.**

38 The seniority of an employee within the bargaining unit shall be established as of the date on which the
39 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost
40 as hereinafter provided.

41
42 **Section 10.2.**

43 Each new hire shall remain in a probationary status for a period of not more than ninety (90) working
44 days following the hire date. During this probationary period the District may discharge such employee
45 at its discretion.

1 **Section 10.3.**

2 Upon completion of the probationary period, the employee will be subject to all rights and duties
3 contained in this Agreement retroactive to the hire date.

4
5 **Section 10.4.**

6 The seniority rights of an employee shall be lost for the following reasons.

- 7
8 A. Resignation;
9 B. Discharge for justifiable cause; or
10 C. Retirement.

11
12 **Section 10.5.**

13 Seniority rights shall not be lost for the following reasons.

- 14
15 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
16
17 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
18 States;
19 C. Time spent on other authorized leaves; or
20 D. Time spent on layoff.

21
22 **Section 10.5.1.**

23 In the event an employee works an assignment within the District which is not covered by this
24 Agreement, seniority shall not be lost; however, seniority shall not accrue during the period
25 while in said assignment.

26
27 **Section 10.6.**

28 Seniority rights shall be effective within the general job classification as defined in Section 1.4;
29 provided, that any employee in the bargaining unit shall be entitled to apply the seniority rights
30 applicable to his/her general job classification with respect to an assignment to a new or open job or
31 position unless such an assignment would cause the District to incur an overtime obligation. Bus driver
32 seniority shall be established as of the date they are awarded a regular run. An employee who drives
33 only a van route will have seniority within the transportation category but will not have seniority to bid
34 on extra trips.

35
36 **Section 10.6.1.**

37 Substitute employees shall be placed on a seniority list in order of first employment by the
38 District for preference in filling new or open positions after regular employees, with
39 recommendation from the immediate supervisor(s).

40
41 **Section 10.6.2.**

42 Regular employees who are qualified and available to work as a substitute may, at their request,
43 be placed on a "Priority Call List" and given first consideration for such substitute work
44 assignments. Unless unavailable for reasons that would otherwise qualify for leave as provided
45 in this Agreement, such employees agree to accept the substitute work opportunities offered by
46 the District.

1 **Section 10.7.**

2 The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation
3 periods, special services (including overtime), promotions, assignment to new or open jobs or positions,
4 and layoffs when ability and performance are substantially equal with those individuals junior to him. If
5 the District determines that seniority rights should not govern because a junior employee possesses
6 ability and performance substantially greater than a senior employee or senior employees, the District
7 shall set forth in writing to the employee or employees its reasons why the senior employee or
8 employees have been bypassed.

9
10 **Section 10.7.1.**

11 Regular full-time/part-time employees in the bargaining unit applying for new or open classified
12 position(s) in the District outside of their general job classification shall have preferential rights
13 in filling such positions after members of the bargaining unit working in the general job
14 classification of the open position, subject to the seniority and bypass provisions of Section 10.7
15 of the Agreement.

16
17
18 **Section 10.7.2.**

19 Additional hours of employment that an employee is available and qualified to work shall be
20 assigned within the general job classification on a seniority basis.

21
22 **Section 10.7.3.**

23 Temporary employees, as determined and advertised by the superintendent, shall not be covered
24 by Sections 10.7 and 10.10 of the Agreement.

25
26 **Section 10.8.**

27 Employees who change job classifications within the bargaining unit shall retain their hire dates in the
28 previous classification however, seniority shall not accrue in the previous classification.

29
30 **Section 10.9.**

31 The District shall publicize within the bargaining unit, by posting in a conspicuous location, the
32 availability of open positions within five (5) days after the position is declared vacant by the District. A
33 copy of the job posting shall be forwarded to the president of the Association and to the Association
34 representative of the classification concerned.

35
36 **Section 10.10.**

37 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
38 District according to layoff ranking. Such employees are to have priority over non-employees in filling
39 an opening in the classification held immediately prior to layoff. Names shall remain on the
40 reemployment list for two (2) years.

41
42 **Section 10.11.**

43 Employees on layoff status shall file their addresses in writing with the personnel office of the District
44 and shall thereafter promptly advise the District in writing of any change of address.

45
46 **Section 10.12.**

47 An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does not
48 comply with the requirements of Section 10.11, or if the employee does not respond to the offer of

1 reemployment within ten (10) working days after sending of a registered mail written notification of
2 reemployment.

3
4 **Section 10.13.**

5 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
6 accrued benefits; provided, that such employee is offered a position substantially equal to that held prior
7 to layoff.

8
9
10 **ARTICLE XI**

11 **EVALUATIONS**

12
13
14 **Section 11.1.**

15 Each employee's performance shall be evaluated annually by the employee's immediate supervisor.
16 Bargaining unit members will not administer such evaluations, with the exception of driver trainers, who
17 may evaluate driving skills only.

18
19 **Section 11.2.**

20 All performance evaluations reflecting an unsatisfactory level of performance in one or more categories
21 shall state specific reasons for the unsatisfactory rating, remedial action necessary by the employee
22 needed to cure the unsatisfactory rating, and may receive specific remedial training, as deemed
23 necessary by the District, as an aid to curing the unsatisfactory rating. The employee's performance in
24 the unsatisfactory category shall be reviewed in a conference with the employee, the immediate
25 supervisor and a representative of the Association, if requested by the employee. The current evaluation
26 form shall be attached hereto as Schedule B.

27
28
29 **ARTICLE XII**

30 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

31
32
33 **Section 12.1.**

34 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
35 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If
36 the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass
37 the employee before other employees or the public.

38
39 **Section 12.2. Notification to Non-Annual Employees.**

40 This section is intended to be applicable to those employees whose duties necessarily imply less than
41 twelve (12) months (excluding vacations) work per year.

42
43 **Section 12.2.1.**

44 Should the District decide to discharge or lay off any non-annual employee, the employee shall
45 be so notified in writing prior to the expiration of the school year.

1 **Section 12.2.2.**

2 Nothing contained herein shall be construed to prevent the District from discharging an employee
3 for acts of misconduct occurring after the expiration of the school year.

4
5 **Section 12.2.3.**

6 Nothing contained in this section shall in any regard limit the operation of other sections of
7 this Article.

8
9 **Section 12.3.**

10 Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees
11 two (2) weeks notice of intention to discharge. The employee shall give the District two (2) weeks notice
12 of intent to resign.

13
14
15 **ARTICLE XIII**

16 **INSURANCE AND RETIREMENT**

17
18
19 **Section 13.1.**

20 The District shall contribute the state funded insurance amount if greater, per month, prorated on an FTE
21 basis, or the premium amount, whichever is less, per month for each employee enrolled in mutually
22 approved group insurance plans (medical and dental) provided that, for insurance calculation purposes
23 only, a full FTE shall be an employee compensated 1,440 hours or more per year. During the period of
24 the agreement the district shall pay the HCA carve-out amount.

25
26 The pool will be based on all hours worked which are covered by the bargaining agreement. The pool
27 will be calculated October 15 and the pool amount will remain the same during the remainder of the
28 contract year. The District will contribute an additional \$3,000 per year into the pool.

29
30 Enrollment in the vision plan is mandatory. Employees shall make a declaration of benefit usage before
31 a predetermined entry date of options selected for the fiscal year. Any unused funded benefits shall be
32 pooled and allotted equally to members of the bargaining unit whose District insurance contribution
33 levels do not cover the premiums.

34
35 **Section 13.2.**

36 The District shall provide tort liability coverage for all employees subject to this Agreement, as required
37 by statute.

38
39 **Section 13.3.**

40 The District shall make required contributions for State Industrial Insurance on behalf of all employees
41 subject to this Agreement.

42
43 **Section 13.4.**

44 In determining whether an employee subject to this Agreement is eligible for participation in the
45 Washington State Public Employees' Retirement System, the District shall report all hours worked,
46 whether straight time, overtime, or otherwise.

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ARTICLE XIV

STAFF DEVELOPMENT

Section 14.1.

Employees attending training courses required by state regulation or District policy as a condition of continued employment will be paid by the District, at the employee's regular hourly rate of pay for all time in attendance, plus any fee, tuition, or any District approved transportation costs. The District will give employees at least five (5) business days notice of training. If a driver does not attend District sponsored mandatory training and does not have a valid reason, they will pay the costs of equivalent training from another provider.

ARTICLE XV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 15.1.

Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing shall, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.

Section 15.2.

All employees subject to this Agreement who are not members of the Association on the effective date of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement.

Section 15.3.

The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this article, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of this Agreement. The service charge will be equivalent to the current agency fee, as determined by the Association not later than December 1 of each instructional year. The service charge shall be collected by the Association in the same manner as monthly dues.

Section 15.4.

Any employee who refuses to become a member of the Association in good standing or pay the service charge in accordance with the previous sections, shall, at the option of the Association, be immediately discharged from employment by the District.

Section 15.5.

The District will notify the Association of all new hires within ten (10) working days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this article.

1
2 **Section 15.6.**

3 Nothing contained in this Agreement shall require Association membership of employees who object to
4 such membership based on bona fide religious tenets or teachings of a church or religious body of which
5 such employee is a member. Such employee shall pay an amount equivalent to normal dues to a
6 nonreligious charity or other charitable organization mutually agreed upon by the employee and the
7 Association. The employee shall furnish written proof that such payment has been made. If the
8 employee and the Association cannot agree on such matter, it shall be resolved by the Public
9 Employment Relations Commission.

10
11 **Section 15.7. Checkoff.**

12 The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such
13 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to
14 the treasurer of the Public School Employees of Washington / SEIU Local 1948 on a monthly basis.
15
16
17

18 **ARTICLE XVI**

19
20 **GRIEVANCE PROCEDURE**

21
22 **Section 16.1.**

23 Grievances or complaints arising between the District and its employees within the bargaining unit
24 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
25 terms and conditions of this Agreement, shall be resolved in strict compliance with this article.
26

27 **Section 16.2. Grievance Steps.**

28
29 **Section 16.2.1.**

30 Employees shall first discuss the grievance with their immediate supervisor. If employees so
31 wish, they may be accompanied by an Association representative at such discussion. All
32 grievances not brought to the immediate supervisor in accordance with the preceding sentence
33 within fifteen (15) working days of the occurrence of the grievance shall be invalid and subject to
34 no further processing.
35

36 **Section 16.2.1.1.**

37 For this and other purposes of this Agreement, the District shall identify and list
38 "immediate supervisors" for each member of the bargaining unit at the start of each
39 school year.
40

41 **Section 16.2.2.**

42 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
43 subsection, the employee shall reduce to writing a statement of the grievance containing the
44 following.
45

- 46 A. The facts on which the grievance is based;
47 B. A reference to the provisions in this Agreement which have been allegedly violated; and
48 C. The remedy sought.

1
2 The employee shall submit the written statement of grievance to the immediate supervisor for
3 reconsideration and shall submit a copy to the official in the administration responsible for
4 personnel. The parties will have five (5) working days from submission of the written statement
5 of grievance to resolve it by indicating on the statement of grievance the disposition. If an
6 agreeable disposition is made, all parties to the grievance shall sign it.
7

8 **Section 16.2.3.**

9 If no settlement has been reached within the five (5) days referred to in the preceding subsection,
10 and the Association believes the grievance to be valid, a written statement of grievance shall be
11 submitted within fifteen (15) working days to the District superintendent or the superintendent's
12 designee. After such submission, the parties will have ten (10) working days from submission of
13 the written statement of grievance to resolve it by indicating on the statement of grievance the
14 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.
15

16 **Section 16.2.4.**

17 If no settlement has been reached within the ten (10) days referred to in the preceding subsection,
18 and the Association believes the grievance to be valid, a written statement of grievance shall be
19 submitted within fifteen (15) working days to the District board of directors. After such
20 submission, the parties will have thirty (30) working days from submission of the written
21 statement of grievance to resolve it by indicating on the statement of grievance the disposition. If
22 an agreeable disposition is made, all parties to the grievance shall sign it. The board of directors
23 reserves the right to summon the employee for an oral statement of the grievance. The employee
24 reserves the right to appear before the board of directors to explain the grievance. At any
25 appearance before the board of directors, the employee may be accompanied by an Association
26 representative or designee.
27

28 **Section 16.2.5.**

29 If no settlement has been reached within the thirty (30) days referred to in the preceding
30 subsection, and the Association believes the grievance to be valid, the employee may demand
31 arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the
32 interpretation or the application of this Agreement shall then be submitted to arbitration under the
33 regulations of the Public Employment Relations Commission. The arbitrator shall be a staff
34 member and shall render a decision within thirty (30) days of the completion of the hearing,
35 unless such time is extended by the Agreement of the parties. The parties further agree to accept
36 the arbitrator's award as final and binding.
37

38 **Section 16.3.**

39 The employer shall not discriminate against any individual employee or the Association for taking action
40 under this article.
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ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.

Section 17.2.

Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

Section 17.3.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVIII, Section 18.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 17.4.

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement if possible and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such retroactive pay shall be paid on the first regular payday following Agreement on such schedule, if possible, and in any case not later than the second regular payday.

Section 17.5.

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the rate established by school district policy for all its employees.

Section 17.6.

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures upon presentation of a receipt for reasonable expenses.

ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Section 18.1.

The term of this Agreement shall be September 1, 2017 to August 31, 2020.

The work year for 2008-2009 will be as agreed July 17, 2008.

Section 18.2.

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

1 **Section 18.3.**

2 This agreement may be reopened and modified at any time during its term upon mutual consent of the
3 parties in writing; provided, however, that the parties will meet when there can be an increase in ours for
4 members, with priority going to those members who are current and qualify for the position and will not
5 interfere with primary job, and provided further that the parties will negotiate the work year during the
6 term of the agreement, and provided further that Schedule A be increased by 2 % or state pass through
7 whichever is greater for 2017-18, 2 % or state pass through whichever is greater for 2018-2019, 2% or
8 state pass through whichever is greater for 2019-2020.

9
10 In addition, that Schedule A be amended for 2017-2018 to reflect a new 10-year step of \$1.00 per hour
11 for all categories.

12 **Section 18.4.**

13 If any provision of this Agreement or the application of any such provision is held invalid, the remainder
14 of this Agreement shall not be affected thereby.

15
16 **Section 18.5.**

17 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with state
18 or federal statutes or regulations promulgated pursuant thereto.

19
20 **Section 18.5.**

21 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with state
22 or federal statutes or regulations promulgated pursuant thereto.

23
24 **Section 18.6.**

25 In the event either of the two (2) previous sections is determined to apply to any provision of this
26 Agreement, such provision shall be renegotiated pursuant to Section 18.3.

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

LAKE QUINAULT CHAPTER

LAKE QUINAULT SCHOOL DISTRICT #97

BY: Karen A. Stallard
Karen Stallard, Chapter President

BY: 
Rich DuBois, Superintendent

DATE: 08/23/17

BY: _____

Schedule A
 Lake Quinault School District #97
 September 1, 2017 – August 31, 2018

Classification	*Beginning Wage	Regular Wage	Ten (10) Year Longevity
Para Positions			
Teacher Assistant	\$13.02	\$14.47	\$15.47
General Assistant	\$13.02	\$14.47	\$15.47
Interpreter	\$13.02	\$14.47	\$15.47
Substitute Instructor	\$16.97	\$18.85	\$19.85
Program Manager/Preschool Instructor	\$15.92	\$17.66	\$18.66
ECEAP Preschool Administrator	\$19.89	\$19.89	\$20.89
21st Century Program Director	\$21.87	\$21.87	\$22.87
Transportation			
Bus/Van Driver with CDL	\$16.75	\$18.62	\$19.62
Extra Trip Rate	\$15.38	\$17.10	\$18.10
Extra Trip Overtime Rate	\$21.29	\$23.65	\$24.65
Transportation Coordinator	\$16.75	\$18.62	\$19.62
Food Service			
Head Cook	\$16.09	\$17.88	\$18.88
Assistant Cook	\$15.89	\$17.05	\$18.05
Custodian/Maintenance			
Custodian	\$14.95	\$16.60	\$17.60
Maintenance	\$17.41	\$19.34	\$20.34
Maintenance/Mechanic	\$18.05	\$20.04	\$21.04
Grounds Maintenance	\$14.95	\$16.60	\$17.60
Mechanic/Maintenance/Grounds	\$18.78	\$20.87	\$21.87
Network Technician	\$20.37	\$33.99	\$34.99

*The beginning wage rate shall be 90% of the regular wage rate and shall be paid for no more than 90 working days following the hire date as a regular employee.

All Food Service employees shall maintain health certificates and the required permits.

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, QUINAULT PSE AND THE LAKE QUINAULT SCHOOL DISTRICT #97. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

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

1. The provisions of this Memorandum of Agreement (MOU) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provision of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.
2. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:
 - a. at least one qualified high-deductible health plan (HDHP) and health savings account (HSA);
 - b. at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2012 state employee benefits year; and
 - c. health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.

The quotes procured by the broker shall be reviewed and the choice of plans offered shall be made using the same procedure for selecting health plans as was used in the 2011-12 school year.

3. 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 included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be five dollars (\$5.00). Such minimum monthly charge shall be paid regardless of the impact of pooling.

For eligible employees selecting the HDHP with a Health Savings Account (HSA), up to \$50 per month may be allocated to the employee's HSA only if the total cost of all benefits for the employee is less than \$820 per month.



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- 4. The parties shall abide by state laws relating to school district employee benefits and this MOU shall be construed consistent with such laws.
- 5. This MOU shall be effective for the 2017-18 school year. The parties shall meet prior to May 1, 2018, to discuss whether to renew or amend this MOU for another year.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF QUINAULT

LAKE QUINAULT SCHOOL DISTRICT #97

BY: Karen A. Stallard
Karen Stallard, Chapter President

BY: [Signature]
Rich DuBois, Superintendent

DATE: 08/23/17

BY: _____

