

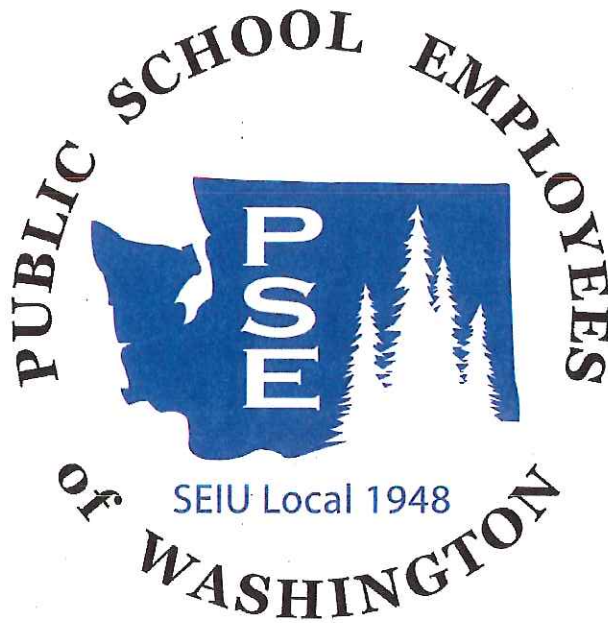
COLLECTIVE BARGAINING AGREEMENT BETWEEN

PUBLIC SCHOOL EMPLOYEES OF ORCAS ISLAND #802

AND

ORCAS ISLAND SCHOOL DISTRICT #137

SEPTEMBER 1, 2019 - AUGUST 31, 2021



Public School Employees of Washington / SEIU Local 1948
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TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER	1
ARTICLE III RIGHTS AND RESPONSIBILITIES OF THE EMPLOYEE	2
ARTICLE IV RIGHTS AND RESPONSIBILITIES OF THE UNION	3
ARTICLE V UNION MEMBERSHIP	4
ARTICLE VI APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS	5
ARTICLE VII EMPLOYMENT CONDITIONS	6
ARTICLE VIII HOURS OF WORK	8
ARTICLE IX PAID/UNPAID LEAVE	9
ARTICLE X HOLIDAYS	14
ARTICLE XI VACATIONS	15
ARTICLE XII UNION REPRESENTATION	15
ARTICLE XIII SENIORITY	16
ARTICLE XIV REDUCTION IN FORCE	17
ARTICLE XV REHIRE	17
ARTICLE XVI JOB VACANCIES AND PROMOTIONS	18
ARTICLE XVII DISCIPLINE AND DISCHARGE	19
ARTICLE XVIII EVALUATION	20
ARTICLE XIX WAGES	21
ARTICLE XX INSURANCE	21
ARTICLE XXI INDUSTRIAL INSURANCE COVERAGE	23
ARTICLE XXII GRIEVANCE PROCEDURE	24
ARTICLE XXIII TRANSPORTATION	27
ARTICLE XXIV CONTRACT COMPLIANCE	28
ARTICLE XXV TERM OF AGREEMENT	29
 SIGNATURE PAGE	 30
SCHEDULE A (19-20)	31
APPENDIX A PERFORMANCE EVALUATION REPORT	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
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P R E A M B L E

This Agreement is made and entered into by and between the Orcas Island School District Number 137 of Eastsound, Washington (hereinafter designated as the "District"), and the Public School Employees of Orcas Island, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter designated as the "Union").

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Exclusive Representation.

The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.2 and the Union recognizes its responsibility to represent the interests of all such employees.

Section 1.2. Bargaining Unit.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees of the District. Supervisory, confidential employees, all casual and on-call employees are excluded. The District agrees to notify PSE when it creates any new supervisory or confidential positions after August 1, 2011.

A R T I C L E II

RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

Section 2.1. Rights.

It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this agreement, unless clearly relinquished, is the right to direct the workforce, the right to hire, promote, retain, transfer, and assign employees in positions: the right to suspend, discharge, demote, or take other disciplinary action against employees and the right to release employees from duties because of lack of work or other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods and the personnel by which such operation is conducted.

The rights to make reasonable rules and regulations shall be considered and acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the union and the employees as required by this agreement.

1 **Section 2.2. Contracting.**

2 The District shall not subcontract for services currently provided by its employees provided that the
3 District shall not be precluded from subcontracting services in those instances when:

- 4
- 5 a) additional and necessary operation cannot practically or within current job requirements be
6 performed by existing employees.
 - 7
 - 8 b) when existing operations cannot economically continue to be provided due to restrictions in the
9 District's operating budget.
- 10

11 The District shall notify the Union in writing by certified mail at least sixty (60) days in advance of the
12 anticipated award of any contract that would reduce, terminate, or cause any employees covered by this
13 Agreement to be laid off. Said notice shall state the reason, nature and scope of the proposed contract.
14 Upon request, and within the notice period, the parties shall meet to negotiate the impact of
15 subcontracting of services.

16

17 **Section 2.3. Volunteer Assistance.**

18 The District shall not be precluded from requesting the volunteer assistance of qualified individuals
19 from within the community to participate in any phase of the District's program, as specified in Article
20 8, Section 8.9.

21

22 **Section 2.4. Temporary Work.**

23 A sign-up list shall be distributed in September among District represented classified employees. The
24 list will be closed for additional sign-ups by October 15th annually. On the list the employee must state
25 what work they can perform and the times they are available. Seniority does not apply in assignment of
26 work. Temporary work may occur in any classification specified in the agreement and will not exceed
27 forty (40) days in any calendar year and will be paid at the first (1st) Year hourly rate on Schedule A.
28 Employment at will applies to application of this section.

29

30 **Section 2.5. Casual Labor.**

31 A casual laborer shall be defined as any person not performing regular job duties. Casual laborers are
32 to be used only to supplement regular employees when special work must be completed in a timely
33 manner. Such casual laborers may not be employed more than forty (40) consecutive work days
34 within any ninety (90) day period.

35
36
37

38 **ARTICLE III**

39 **RIGHTS AND RESPONSIBILITIES OF THE EMPLOYEE**

40

41

42 **Section 3.1. Nondiscrimination.**

43 Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement
44 on the basis of Union membership/activity, race, creed, color, sex, religion, age or marital status or
45 because of a physical handicap with respect to a position, the duties of which may be performed
46 efficiently by the employee without danger to the health or safety of the physically handicapped person
47 or of any others. This section shall be in compliance with State and Federal Laws.

48

1 **Section 3.2. Job-Related Matters.**

2 Each employee shall have the right to bring job related matters to the attention of the appropriate
3 Union representative and/or appropriate supervisors or officials of the District.
4

5 **Section 3.3. Personnel File Inspection.**

6 Employees, upon request, have the right to inspect all contents of their complete personnel files kept
7 within the District in the presence of a principal, superintendent or designee. Anyone, at the
8 employee's request, may be present at this review. Any derogatory material not shown to an employee
9 within ten (10) days after receipt or composition shall not be allowed in any disciplinary action against
10 such employee. An employee shall have the right to attach his/her own written comments relating to
11 material in the files.
12

13 An employee may request that derogatory material be removed from the employee's personnel file
14 after three (3) years if no further similar or related incidents have arisen except any material arising
15 from actions that give rise to a liability on the part of the District (e.g., harassment, unlawful
16 discrimination, child abuse, etc.) will not be removed. Employee evaluations shall not be removed
17 from the personnel file.
18

19 **Section 3.4. Notification to Terminate Employment.**

20 Employees shall give the District not less than ten (10) working days notice before leaving. Failure of
21 an employee to notify the District ten (10) days prior to leaving shall result in loss of any accrued
22 benefits, including vacation and holiday pay.
23

24 **Section 3.5. School Term Employee Reasonable Assurance Notice.**

25 The District shall issue a reasonable assurance notice, with the following information, to each school
26 term employee: the employee's projected work assignment, the anticipated number of hours, and the
27 projected date of return to work for the upcoming school year. Notices shall be issued no later than
28 June 30. The District retains all rights to modify the assignment, hours, and date of return to work.
29 The District will make every effort to notify employees of any changes made in their projected
30 assignments at least ten (10) business days prior to the projected date of return to work in the fall.
31
32

33 **ARTICLE IV**

34 **RIGHTS AND RESPONSIBILITIES OF THE UNION**

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38 **Section 4.1. Distribution of Copies.**

39 The District will provide the Association reasonable access to new employees of the bargaining unit
40 for the purposes of presenting information, including membership forms, about their exclusive
41 bargaining representative to the new employee. The presentation may occur during a new employee
42 orientation provided by the District, or at another time mutually agreed to by the District and the
43 Association. No employee may be mandated to attend the meetings or presentations by the
44 Association. "Reasonable access" for the purposes of this section means: (a) The access to the new
45 employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The
46 access is for no less than sixty minutes; and (c) The access occurs during the new employee's regular
47 work hours at the employee's regular worksite, or at a location mutually agreed to by the District and
48 the Association.

1 **Section 4.2. Union Representation.**

2 Representatives of the Union, upon making their presence known to the Office of Superintendent, shall
3 be allowed access to the District premises during business hours for the purpose of adjusting disputes,
4 investigating grievances, or conferring with members of the Union provided that the normal flow of
5 work is not hampered or obstructed. A normal flow of work shall be defined as duties which must be
6 completed by a designated specific time in order for the District to function normally.
7

8 **Section 4.3. Union Bulletins.**

9 The District shall provide an agreed upon bulletin board space in each school, for use by the Union.
10 Bulletins posted by the Union are the responsibility of the Union officials. Each bulletin shall be
11 signed by the Union or District official responsible for its posting. The responsibility for the prompt
12 removal of notices after they have served their purpose shall rest with the individuals who posted such
13 notices.
14

15 **Section 4.4. Attendance at Monthly Meetings.**

16 Employees may attend monthly meetings of the Union provided that the normal flow of work (as
17 defined in Section 5.2) is not in any way hampered or obstructed and as long as the time is made up at
18 the end of that shift.
19

20 **Section 4.5. Use of District Facilities.**

21 For the duration of this Agreement, the Union and its Orcas Island School District membership shall
22 have the right to use District facilities for local meetings and to transact local Union business, provided
23 that the facilities are not otherwise required for use by the District; and further provided that the Union
24 follows normal District procedures in scheduling and the use of school facilities.
25
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28 **ARTICLE V**

29 **UNION MEMBERSHIP**

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31
32 **Section 5.1.**

33 Each employee subject to this Agreement shall have and shall be protected in the right to freely
34 organize, join and support the Association for the purpose of engaging in collective bargaining, mutual
35 aid, and protection or institution of grievance proceedings under this Agreement without fear of
36 penalty or reprisal. No member of the bargaining unit shall be required to join the Public School
37 Employees of Orcas Island.
38

39 **Section 5.2.**

40 The District will notify the Union of all new hires within ten (10) working days of the hire date. The
41 notification shall include the name of the employee, the address of the employee, the classification,
42 wage, hours and worksite.
43

44 **Section 5.3.**

45 The Association will refund any amounts paid to it in error.
46
47
48

1 **Section 5.4.**

2 Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized
3 in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the
4 employee at any time. The District shall provide all employees annual notice of their rights regarding
5 payroll deductions for political contributions under WAC 390-17-110.

6
7 **Section 5.5. Recordkeeping and Checkoff.**

8 Public School Employees of Washington (PSE) will be the custodian of records related to dues
9 authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the
10 accuracy and safe-keeping of those records. The parties further agree PSE will establish the procedure
11 that clearly outlines the membership process, which will be provided to the District at the beginning of
12 each school year. Prior to the beginning of each school year, Public School Employees of Washington
13 will give written notice to the District of the percentage of gross pay assessed for dues required of an
14 Association member. The deductions will be made in monthly deductions from each paycheck
15 beginning with the pay period of September through the pay period in August of each year. The
16 District will send the funds deducted for the Public School Employees of Washington/SEIU Local
17 1948 and for the Public School Employees of Orcas Island to the respective treasurers of those
18 organizations. The District will also send the treasurers a list of names of those employees for whom
19 payroll deductions were made.

20
21 **Section 5.6.**

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

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28 **ARTICLE VI**

29 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

30
31
32 **Section 6.1. Definition.**

33 It is agreed and understood that matters appropriate for consultation and negotiation between the
34 District and the Union are policies, programs, and procedures relating to or affecting hours, wages,
35 grievance procedures and general working conditions of employees in the bargaining unit subject to
36 this Agreement.

37
38
39 **Section 6.1.1. Consultation.**

40 It is further recognized that this Agreement does not alter the responsibility of either party to
41 meet with the other party to advise, discuss or consult regarding matters concerning working
42 conditions not covered by this Agreement.

43
44 **Section 6.2. Labor/Management Committee.**

45 The Union will designate a Conference Committee of up to three (3) members (always including the
46 Chapter President) who will meet with the Superintendent and/or designee on a mutually agreeable
47 basis to discuss the administration of this Agreement. Whenever possible, meetings will be scheduled
48 outside the employees' regular work hours. If the meeting occurs during the regular work hours of a

1 Union member, he/she shall not receive any interruption in his/her regular pay or benefits to participate
2 in the meeting.

3
4 **Section 6.2.1. Schedule.**

5 By October 30th of each school year, the Chapter President and Superintendent shall establish a
6 Labor/Management meeting schedule.

7
8 **Section 6.3. New Classification.**

9 The District agrees to advise the Union, in writing, of the establishment of all new job classifications
10 not covered under this Agreement, and to negotiate with the Union for wages, hours, and general
11 working conditions of the new classifications. The District agrees to fill each new classification
12 according to the job bid procedure contained in Article XVI of this Agreement.

13
14 **Section 6.4. School Calendar.**

15 The parties agree that PSE will have equal representation with OEA in the development of the school
16 calendar.

17
18
19 **ARTICLE VII**

20
21 **EMPLOYMENT CONDITIONS**

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23
24 **Section 7.1. Probationary Period.**

25 All newly hired employees of the District shall have a probationary period of sixty (60) work days.
26 During the probationary period, his/her retention as an employee shall be solely at the discretion of the
27 District. A probationary period may be extended at the discretion of the District, after consultation
28 with, and agreement by the Union, if circumstances warrant such an extension. Upon satisfactory
29 probationary evaluation of the employee, his/her seniority will be established as of the date on which
30 he/she was hired by the District (hereinafter called the "date of hire").

31
32 **Section 7.2. Special Training.**

33 Any employee required by the District to attend seminars, workshops, or other special training
34 (including school bus certification and first aid training), shall be reimbursed for expenses incurred as
35 approved by the District in advance.

36
37 **Section 7.2.1. Special Training Compensation.**

38 Employees attending District-approved trainings will be compensated at their current hourly
39 rate.

40
41 **Section 7.3. Job Safety.**

42 The District agrees to comply with all pertinent OSHA and WISHA regulations. If an employee has
43 substantial reason to believe that abnormal conditions make completion of a job assignment hazardous,
44 the employee may choose to refuse the work and must immediately or as soon as it is reasonably
45 possible, advise the employee's supervisor in writing of any unsafe equipment or conditions of work.
46 The employee shall receive no pay or benefits for time not worked. The District agrees to promptly
47 investigate and correct, if necessary, at its sole discretion, any work conditions reported as hazardous
48 by the employee.

1 **Section 7.4. Use of Employee Vehicle.**

2 Employees provided advance written authorization by the Superintendent and/or designee to use their
3 own vehicles in fulfilling District duties shall be reimbursed at the mileage rate in current District
4 policy and for ferry costs incurred as a result of such authorized travel.
5

6 **Section 7.5. Physical Examinations.**

7 The District will pay the cost beyond the amount paid by the employee's medical insurance for
8 physical examinations required as a condition of continued employment. The District reserves the
9 right to designate in advance the scope of each examination and the examining physician.
10

11 **Section 7.6. Adjustment to Regular Work Schedule.**

12 Employees shall be allowed to make arrangements for the completion of their regularly assigned work
13 at times other than the normally scheduled period, including work assignment trade-offs between
14 qualified personnel, when they find it necessary to be off the premises of the work site for personal
15 reasons not recognized herein as "leave" provided that prior written administrative approval has been
16 granted (except in the case of an emergency), and provided that the normal flow of work is not
17 disrupted.
18

19 **Section 7.6.1. Reassignment Within Classification.**

20 Employees shall be notified of reassignment in writing at least ten (10) working days prior to
21 the date the reassignment takes effect.
22

23 **Section 7.6.2. Transfer Orientation.**

24 Upon transfer to a new location, the immediate supervisor shall conduct an orientation session
25 for the affected employee. The orientation session should include an outline of the duties to be
26 performed, task priorities, reasonable instruction, training and familiarization. This section
27 applies to Article XV.
28

29 **Section 7.7. District Funds – Liability.**

30 No employee entrusted with the District's funds shall be held responsible for loss due to robbery, fire
31 or other circumstances not within his/her control or responsibility, as determined by the responsibilities
32 inherent in the employee's job description.
33

34 **Section 7.8. Assignment to Higher Classification.**

35 Employees requested to work a shift regularly filled by a higher classification employee shall receive
36 compensation equal to that normally received by the employee in the higher classification, at the
37 incremental step level of the employee requested to work the shift of the higher classification. Any
38 employee requested by their supervisor to work in a lower paying position will receive their regular
39 rate of pay.
40

41 **Section 7.9. Job Security.**

42 Except in cases of emergencies, no administrative representative, supervisor, teacher or other employee
43 of the District not part of the bargaining unit covered under this Agreement, shall take the place of
44 such employees so as to deprive that employee of a job. Work not regularly performed by members of
45 the bargaining unit which may occur on an occasional basis, shall be assigned as determined by the
46 District.
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48

1 **Section 7.10. Confidentiality.**

2 For employees performing work of a confidential nature, communicating any confidential information
3 to unauthorized persons will be just cause for disciplinary action, up to and including dismissal. All
4 employees will be provided a mandatory training regarding confidentiality in the work place.
5

6 **Section 7.11. Employee Absences.**

7 In case of employee absence, the District shall provide for substitutes as needed, at its option.
8

9 **Section 7.12. Job Descriptions.**

10 The District shall provide all employees with a copy of a current general job description.
11

12 **Section 7.12.1. Job Description Schedule.**

13 OISD and PSE agree to jointly review job classifications every five (5) years. Equal
14 representation from PSE and the District will form the committee to review general job
15 descriptions.
16

17 **Section 7.13. Job Description Review.**

18 An employee may request that the employee's job description be reviewed if the employee believes
19 that it no longer reflects the work being performed. Request for re-evaluation of existing positions will
20 be made in writing to the Superintendent and the Union President.
21

22 **Section 7.13.1. Job Review Committee.**

23 A job Review Committee, made up of two (2) representatives from the District and two (2)
24 representatives from the Union, shall review those positions whose responsibilities and or skill
25 requirements may have changed significantly. The final recommendations of the committee
26 shall be advisory and be nonbonding on both parties. The Job Review Committee will meet
27 within thirty (30) work days of the requested review and issue a written recommendation within
28 thirty (30) work days of their first meeting. The parties agree to meet and negotiate salary only
29 for any changes recommended by the Job Review Committee. Any agreement reached to
30 increase the employee's compensation will be paid retroactive to the time that the employee
31 first requested a job review.
32

33 **Section 7.14. Individual Agreements.**

34 Any employee covered by this Agreement shall make no oral or written individual agreement with the
35 employer, related to wages, hours or general working conditions, Union membership or activity, which
36 conflicts with the terms of this Agreement. The District agrees that it will neither request nor require
37 such agreements from its employees.
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41 **ARTICLE VIII**

42 **HOURS OF WORK**

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45 **Section 8.1. Regular Working Hours.**

46 Eight (8) hours a day, forty (40) hours per week, Sunday through Saturday, shall constitute a regular
47 work week. Other scheduling may be arranged with two (2) weeks advance notice. Such notice may
48 be waived at the employee's option.

1 **Section 8.2. Overtime.**

2 Time and one-half shall be paid for all time worked in excess of eight (8) hours per day and forty (40)
3 hours per regular week, provided that the overtime was approved in advance by the Superintendent or
4 his designee.

5
6 **Section 8.3. Unscheduled Assignments.**

7 Whenever an employee is required to report for unscheduled work, he/she shall receive not less than
8 two (2) hours pay for each call.

9
10 **Section 8.4. Breaks.**

11 Employees are entitled to a meal period of at least thirty (30) minutes if they work more than five (5)
12 hours in a day. If employees are required to remain on duty during their meal period, they must be paid
13 for that time. Meal Periods are defined by District schedules. Employees are entitled to a 15 minute
14 paid rest break for each four (4) hours worked.

15
16 **Section 8.5. Compensatory Time.**

17 Employers may not designate compensatory time off in lieu of overtime pay, but employees may
18 request compensatory time off in lieu of overtime pay. The substitution of compensatory time off for
19 overtime pay is valid only if accrued at the rate of one and one-half hours (1-1/2) off for each overtime
20 hour worked (RCW 49.46.130(2) (b) and WAC 296-128-560).

21
22 **Section 8.5.1. Limitations.**

23 The dates of accrued time and the compensatory time off need to occur in the same pay period
24 (from the 11th of the current month to the 10th of the following month). The overtime needs to
25 be verified in its beginning and ending times and signed off by the employee's supervisor.
26 (Refer to Article 9; Section 9.2 regarding the approval of all overtime).

27
28 **Section 8.6. Flex Time.**

29 If an employee requests "flex time(s)," which means trading time(s) in one's schedule, it must occur
30 within the same regular work week. Flex Time does not include the trading of hours between
31 employees. Overtime hours are not involved. The employee and the supervisor shall determine the
32 resolution of the request, providing for minimal program interruption.

33
34 **Section 8.7. Holiday Pay.**

35 "Double time" shall be compensated to employees assigned to work on Holidays as defined in Section
36 11.1.

37
38
39
40 **ARTICLE IX**

41
42 **PAID/UNPAID LEAVE**

43
44 **Section 9.1. Sick Leave.**

45 Year round employees will accrue twelve (12) days of sick leave annually and school term employees
46 will accrue ten (10) days annually. A day shall be determined by the employee's average annual work
47 hours per day. Employees working less than a full year shall accrue sick leave on a pro rata basis. Sick
48 leave shall be annually cumulative as provided by Washington State Law.

1 **Section 9.1.1. Definition.**

2 Sick leave is defined to cover:

- 3
- 4 a. Illness includes: infectious diseases, medical appointments, or injury of employee or
5 immediate family, which incapacitates or prevents the employee from working or which
6 might endanger the health of students; or complications resulting from pregnancy of the
7 employee. Following childbirth or adoption, sick leave may also be used for care of a
8 newborn (or adoptee), or spouse who gave birth, provided the need for the employee's
9 care is verified by the treating physician.
- 10
- 11 b. In the event of other emergencies not covered in the above provisions which make it
12 impossible for the employee to be at work, sick leave may be granted at the discretion
13 of the superintendent.
- 14

15 **Section 9.1.2. Proof of Illness.**

16 The Superintendent may, after four (4) successive work days of absence due to illness, or if
17 he/she sees a pattern of regular, excessive or unusual absences, require a doctor's certificate as
18 proof of illness.

19

20 **Section 9.1.3. Physician's Statement.**

21 If the District has a reasonable doubt of an employee's ability to safely perform his/her duties,
22 it may require a physician's statement verifying the ability of the employee to continue work.

23

24 **Section 9.1.4. Sick Leave Sharing.**

25 Employees may donate annual leave or sick leave to a fellow employee who is suffering from
26 or has a relative or household member suffering from an extraordinary or severe illness, injury,
27 impairment, or physical or mental condition which has caused or is likely to cause the
28 employee to take leave without pay or terminate employment. Any such donation of annual or
29 sick leave shall be subject to the terms and limitations of state law and district policies and
30 procedures.

31

32 **Section 9.2. Judicial/Witness Leave.**

33 In the event a staff member is summoned to serve as a juror or is subpoenaed to appear as a witness for
34 the district in court or is named as a co-defendant with the District, such staff member shall receive a
35 normal day's pay for each day of required presence in court. Money paid as jury fee or witness fee,
36 travel allowance or cost incurred for parking are not reimbursable to the District. Upon a jury
37 summons or subpoena, the staff member shall immediately notify their immediate supervisor. The
38 staff member shall be required to furnish a signed statement from a responsible officer of the court as
39 proof of jury service or as a witness. If a staff member is a party to a case unrelated to the individual's
40 employment with the district, the staff member may request a leave of absence, without pay.

41

42 **Section 9.3. Bereavement Leave.**

43 Defined as a death in the family to include, but not be limited to, parents, substitute parent,
44 grandparents, spouse, siblings, children and grandchildren. Bereavement leave shall be five (5) days
45 per year. Additional paid leave shall be granted at the District's discretion.

46

47

48

1 **Section 9.4. Emergency Leave.**

2 Emergencies are those events which are suddenly precipitated or which are of such a nature that
3 preplanning could not relieve the necessity for the absence. The problem must be one of major
4 importance and not a mere convenience. Emergency leave shall be limited to three (3) days per year,
5 non-cumulative. Additional unpaid time shall be granted at the District's discretion.
6

7 **Section 9.5. Personal Leave.**

8 Personal Leave at full pay will be granted to each employee whereby he/she can carry out business of a
9 personal nature. Personal leave shall be limited to three (3) days per year. Unused personal leave may
10 be accrued and carried forward to the next school year to a maximum of five (5) days being available
11 in any school year. Employees intending to take personal leave as a five day block will give at least
12 one week written notice. If such notice is not possible, the employee may seek an exception to the five
13 day notice from the building principal. The District has the option of scheduling for personal leave no
14 more than two (2) employees at the same time, in consideration of its operational requirements. New
15 employees hired after December 31 but before the end of that school year shall be granted only one (1)
16 personal leave day for the balance of that school year. Additional unpaid time shall be granted at the
17 District's discretion.
18

19 A day shall be determined by the employee's average annual work hours per day which shall govern
20 the number of leave days earned, carry-over of said days and cash-out days.
21

22 Personal leave that cannot be carried over into the following school year will be cashed out in full day
23 increments only, at the first year hourly rate on Schedule A. Compensation for personal leave cash out
24 will be included in the employee's August paycheck.
25

26 **Section 9.6. Military Leave.**

27 Employees shall be granted Military Leave for active duty or training for active duty as required by
28 Federal/State statutes (RCW 39.40.060) and District policy 5407.
29

30 **Section 9.7. Union Business Leave.**

31 A maximum of five (5) days of release time per year for Public School Employees of Washington
32 business shall be granted. The Union will pay for substitute time actually worked if a regular work
33 schedule is missed by an employee.
34

35 **Section 9.8. Family Medical Leave.**

36 The District shall grant the employee family medical leave without pay in accordance with applicable
37 Federal/State statutes and regulations (FMLA).
38

39 **Section 9.9. Maternity Leave.**

40 The District shall grant maternity leave without pay in accordance with applicable Federal/State
41 statutes and regulations.
42

43 **Section 9.9.1. Written Request.**

44 The employee shall make a written request to the District at least thirty (30) work days prior to
45 the day on which the leave is to commence.
46
47
48

1 **Section 9.9.2. Intent to Return.**

2 The employee shall inform the District in writing of intent to return to work at least fifteen (15)
3 work days prior to such return.
4

5 **Section 9.9.3. Use of Sick Leave.**

6 The employee may use accumulated sick leave benefits for that period of time during which
7 she is unable to perform regular duties due to complications of pregnancy as confirmed by a
8 qualified physician. In the event the employee runs out of accumulated sick leave during the
9 time that she is entitled to draw it, the employee may petition the District for an extended leave
10 in addition to sick leave. Such leave shall be without pay. During the period of time for which
11 the employee is entitled to sick leave, she shall continue to receive the benefits of the shared
12 health insurance program for a maximum of six (6) months or to the end of the school year,
13 whichever occurs first, provided the employee pays the appropriate premiums to the District in
14 advance each month. Further, if the employee chooses to take a longer leave than that specified
15 by a qualified physician as for health reasons, the District shall not incur the cost of employee
16 benefits. While on leave the employee will maintain seniority in the District with no loss of
17 accrued benefits or penalties assessed, except as specified above.
18

19 **Section 9.10. Child Rearing Leave.**

20 A leave for child rearing may be granted to employees who have children under school age, and who
21 petition the District in writing for such a leave.
22

23 **Section 9.10.1. Written Request and Duration.**

24 The employee shall submit a letter to the Superintendent requesting child rearing leave not less
25 than sixty (60) work days prior to its commencement. Such a leave must extend for the
26 remainder of the school year during which the leave commences. If requested during the
27 summer, the leave will extend for the entire subsequent school year.
28

29 **Section 9.10.2. Waiver of Notification.**

30 In the case of emergency, notification may be waived, in which case the employee may petition
31 the District immediately with a request for child rearing leave.
32

33 **Section 9.11. Extended Leave.**

34 On recommendation of the Superintendent and by approval of the Board of Directors, an unpaid leave
35 of absence may be granted to those employees with extended illnesses or injuries, and who have
36 exhausted all other accrued sick leave, annual vacation, and industrial insurance (where applicable).
37 Requests for such leaves must be in writing to the Superintendent. Said leave shall not exceed one (1)
38 year.
39

40 **Section 9.12. Extensions.**

41 An extended leave for a second full year may be petitioned by the employee and may be granted by the
42 District provided the extended leave is requested prior to March 15 of the calendar year in which the
43 second year leave is to commence.
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1 **Section 9.13. Leave of Absence.**

2 On recommendation of the Superintendent and by approval of the Board of Directors, an unpaid
3 personal leave of absence may be granted to an employee for education, professional growth and
4 enrichment. The leave of absence shall be limited to a maximum of one (1) year. Deadline for a leave
5 of absence request for the forthcoming year shall be April 1st.

6
7 **Section 9.14. Retention of Rights.**

8 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on
9 approved leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
10 the employee is on a leave of absence; with the exception that if such leave is approved for extended
11 illness or injury, then seniority shall accrue.

12
13 **Section 9.15. Compensation.**

14 Leave Sections 10.8 through 10.13 shall be without pay, with the exception of Section 10.9.3.

15
16 **Section 9.16. Written Notification of Intent.**

17 An employee granted a leave of absence shall submit a letter to the District no later than April 1st
18 stating his or her intention to return to the District for the ensuing year. Failure to submit such a letter
19 will result in forfeiture of employment rights.

20
21 **Section 9.17. Return Provisions.**

22 An employee on such leave shall be returned to a similar job in the same classification held prior to the
23 leave of absence. An employee on a medical leave of absence is required to obtain a physician's
24 release, and shall not return to work until the District can verify that he/she is medically fit to perform
25 their specific job duties.

26
27 **Section 9.17.1. Leave of Absence Replacement.**

28 Any person hired to fill a position vacated by an employee on leave of absence shall be hired as
29 a temporary employee and said employee shall be subject to all provisions of this Agreement
30 and participate in all benefits. If the District is notified in writing that the permanent employee
31 shall not return to work for the District, the job opening will be posted for bid.

32
33 **Section 9.18. Leave Without Pay**

34 The Superintendent may grant unpaid leave requests (for non-medical purposes) from classified
35 employees under the following conditions:

- 36
37 1. The leave request must not compromise the quality of student programs or other District
38 business.
- 39 2. Unpaid leave will not be granted if the employee has unused or unapproved personal or
40 vacation leave available at the time of the request, unless the leave is to be used for paid
41 coaching of a co-curricular activity.
- 42 3. The leave request must be made to the superintendent in writing.
- 43 4. The leave request must not exceed three consecutive work days.
- 44 5. Unpaid leave shall not be taken the first ten days of school, the last week of school, or before or
45 after a holiday or break.
- 46 6. A qualified substitute, approved by the supervisor, must be available if a substitute is required
47 to avoid compromising the quality of student programs or other District business.
- 48 7. No more than two such requests may be made in one school year.

1 **Section 9.19.**

2 If an employee leaves employment with the District prior to the end of the employee's work year, any
3 amount of leave used, but not yet earned, may be deducted from the employee's final paycheck.
4
5

6
7 **ARTICLE X**

8
9 **HOLIDAYS**

10
11 **Section 10.1. Holidays.**

12 The following paid holidays are recognized in this agreement.

13
14 Martin Luther King Day Presidents' Day
15 Memorial Day Independence Day
16 Labor Day Veterans' Day
17 Thanksgiving Day & the day after Christmas Eve Day & Christmas Day
18 New Year's Eve Day & New Year's Day
19

20 **Section 10.2. Holiday Definition.**

21 Time off begins at the close of the working day preceding the holiday and continues to the starting
22 time of the working day following the holiday.
23

24 **Section 10.3. Holidays on Non-Work Days.**

25 If a holiday falls on a Saturday or Sunday and is not observed on the work day preceding or following
26 that weekend, the employee shall be granted an additional day of paid vacation.
27

28 **Section 10.4. Holidays Granted.**

29 Each school term employee shall be granted those holidays that fall within their working period, pro-
30 rated as to hours worked. Working period shall be defined as commencing with each employee's first
31 day of work for the school year and terminating on each employee's last day of work for that school
32 year.
33

34 **Section 10.5. Extended Employment Holidays.**

35 A school term employee whose employment is extended during the summer months shall also be
36 entitled to holiday pay for those holidays that fall within their extended working period.
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ARTICLE XI

VACATIONS

Section 11.1. Year Round Employees.

All year round employees who have been continuously employed for at least one (1) calendar year shall be granted paid vacation as follows:

<u>Completed</u> <u>Years of Service</u>	<u>Vacation Days Earned</u> <u>prorated to current assignment or average hours per work day</u>
1 through 4 years	10 vacation days
5 through 10	15 vacation days
11 years and above	1 additional vacation day per year to a maximum of 22 days

Each year on September 1, employees shall be granted their annual vacation leave for that fiscal year. Vacations for year round employees shall be scheduled each year during vacation times that fall within the employee's regular work term, and shall be established following consultation with the Superintendent. Year round employees may carry over up to a maximum of five (5) vacation days from year to year. At no time may an employee have more than twenty-seven (27) days of accrued vacation leave.

Section 11.2.

Effective September 1, 2019, the vacation pay for school term employees will be incorporated into the wages on Schedule A.

ARTICLE XII

UNION REPRESENTATION

Section 12.1. Representative Selection.

It is agreed that the Union shall have the right to establish classification representatives who shall be selected by the Union membership.

Section 12.2. Representative Participation.

Such established representative(s) selected by the Union to participate during working hours with representatives of the District in negotiation, grievance proceedings, conferences or meetings, shall suffer no loss of pay as a result of such participation.

Section 12.3. Employee Right to Union Representation.

The Union representative(s) shall be allowed to leave their place of work, after receiving permission from their immediate supervisor, to be present while representing any member, at the member's request, during discussion between the member and a supervisor or other representative of the District relating to matters which come under the scope of this Agreement. Provided, further, if the Union representative(s) are not immediately available or their availability would disrupt the normal flow of their work, said discussions between the employee and the District's designee shall be postponed for a

1 reasonable period, until a Union representative may be present. When an action is for just cause
2 discipline, no meeting will be held until a Union representative is present.

3 4 5 6 **ARTICLE XIII**

7 8 **SENIORITY**

9 10 **Section 13.1. Job Classifications.**

11 As used in this Agreement, general job classifications are:

- 12
- 13 a. Transportation
- 14 b. Food Service
- 15 c. Office
- 16 d. Facilities/Grounds
- 17 e. Para-Educators
- 18 f. Professional/Technical

19 20 **Section 13.1.1. Application of Seniority.**

21 Seniority rights shall be applied by seniority in current job classification within the District.

22 23 **Section 13.2. Seniority Matters.**

24 Seniority shall prevail in all matters relating to hours of work within position, shift change, vacation
25 scheduling, and layoffs. Seniority shall prevail in matters relating to promotions, assignment to new or
26 open jobs or positions, provided said employee meets the applicable job qualifications and is able to
27 perform the work assigned.

28 29 **Section 13.3. Notification of Pass Over.**

30 If the District determines that seniority rights should not govern because a junior employee possesses
31 ability and performance substantially greater than the senior employee or senior employees, the
32 District shall set forth the reasons for the bypass in writing to the senior employee or employees within
33 five (5) working days of the decision.

34 35 **Section 13.4. Loss of Seniority.**

36 The seniority rights of an employee shall be lost for the following reasons:

- 37
- 38 a. Resignation.
- 39 b. Discharge for just cause.
- 40 c. Retirement.

41 42 **Section 13.5. Retention of Seniority.**

43 Seniority rights shall not be lost for the following reasons, with limitation:

- 44
- 45 a. Time lost by reason of industrial accident or industrial illness as a result of employment by the
46 District.
- 47 b. Time on leave of absence while on assigned duty in the Armed Forces of the United States.
- 48 c. Time spent on other authorized leaves.

1 d. Time spent in layoff status as provided in Article XV.
2
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5 ARTICLE XIV

6 REDUCTION IN FORCE

7 Section 14.1. Guidelines.

8
9 In the event that the District must resort to a reduction in force, the following guidelines will be
10 observed in selecting the personnel to be released from employment.
11

12 Section 14.1.1. Definition.

13 Seniority shall be defined as in Article XIII of this Agreement.
14

15 Section 14.1.2. General Process.

16 Staff reduction shall be determined according to seniority with dismissals beginning with the
17 employee with the least seniority within the classification. If layoffs of bargaining unit
18 personnel are imminent during the school year, the District and Union will meet prior to Board
19 action to discuss alternatives to such possible layoffs.
20

21 Section 14.2. Procedures.

22 The procedure for reduction in force shall be as follows and no step may be passed over. Section
23 8.6.2. Transfer Orientation shall apply.
24

25 Section 14.2.1. Current Classification.

26 The employee shall exercise seniority within his/her classification, provided said employee
27 meets the job qualifications and is able to perform the work assigned.
28

29 Section 14.2.2. Other Assignments.

30 If no position exists within that classification, the employee shall exercise seniority in any other
31 classification in which the employee has worked within this District, provided the employee
32 meets the job qualifications and is able to perform the work assigned.
33

34 Section 14.2.3. Performance Evaluation.

35 Each employee who assumes a new position pursuant to Section 15.2.1. to 15.2.2. above shall
36 receive a written performance evaluation within thirty (30) work days of reassignment.
37
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41 ARTICLE XV

42 REHIRE

43 Section 15.1. Reemployment Pool.

44 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
45 District according to layoff ranking. Names shall remain on the reemployment list for twenty-four (24)
46 months.
47
48

1 **Section 15.2. Recall.**

2 Employees in the reemployment pool shall be notified of postings through electronic or U.S. Mail, if
3 they have notified the District in writing that they desire to be recalled. All employees must inform the
4 District of their current address and telephone number and preference of notification method.
5 Employees must notify the District in writing regarding any specific posting as positions become
6 available for which the employee is qualified, according to seniority as defined in Article XIV of this
7 Agreement.

8
9 **Section 15.2.1. Timelines.**

10 The employee may reject an offer of a position with fewer hours and remain on the
11 reemployment list per Section 16.1, above. If the employee does not accept an offer of position
12 of equivalent hours within five (5) working days, the employee will forfeit rights to
13 reemployment.

14
15 **Section 15.3. Rights Retained.**

16 Employees in the rehire pool shall retain but not accrue their sick leave and seniority rights.

17
18 **Section 15.4. Recall Performance Evaluation.**

19 Any employee recalled from the reemployment pool to a classification other than the one previously
20 held arising from the reduction in force procedure as defined in Article XV of this Agreement shall
21 receive a written performance evaluation within the first sixty (60) work days. Employees who fail to
22 meet the job requirements shall be returned to the reemployment pool for the duration of time
23 established upon his/her initial entrance into the pool.

24
25 **Section 15.5. Change of Classification.**

26 Employees who change job classification within the bargaining unit shall retain their date of hire in the
27 previous classification.

28
29
30 **ARTICLE XVI**

31
32 **JOB VACANCIES AND PROMOTIONS**

33
34
35 **Section 16.1. Notification – School Term.**

36 When vacancies or new positions occur during the school term, notice shall be posted on the official
37 Union bulletin boards and district email not less than five (5) working days prior to filing deadline.

38
39 **Section 16.2. Notification – Non-School Term.**

40 When any job posting is conducted outside of the school term, employees shall be emailed a copy of
41 the posting not less than ten (10) working days prior to the filing deadline.

42
43 **Section 16.3. Public Notification.**

44 When vacancies or new positions occur notices shall be posted for a period of ten (10) working days
45 prior to the filing deadline. If the position is not filled, the position will be reposted in house and
46 publicly.

1 **Section 16.4. Content of Notification.**

2 All postings shall contain a job title, job description, wage rate and work location of the position
3 available.

4
5 **Section 16.5. Letter of Interest.**

6 Any employee desiring to bid on a position so posted shall submit a letter of interest to the District
7 office.

8
9 **Section 16.6. Notification – On Leave Employees.**

10 Any employee on an authorized leave of absence or on extended sick leave shall be emailed a copy of
11 the posting no less than five (5) working days prior to the filing deadline.

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15 **ARTICLE XVII**

16
17 **DISCIPLINE AND DISCHARGE**

18
19 **Section 17.1. Just Cause.**

20 No employee shall be disciplined and/or discharged except for just cause. Any such action by the
21 District shall be fair and reasonable.

22
23 **Section 17.2. Application to Grievance Procedure.**

24 Any discharge or disciplinary action shall be subject to the grievance procedure contained in this
25 Agreement.

26
27 **Section 17.3. Immediate Discharge.**

28 The following reasons shall be considered just cause for immediate discharge:

- 29
- 30 • Working under the influence of alcohol or a controlled substance.
 - 31 • Gross immoral conduct.
 - 32 • Possession of alcohol or a controlled substance on school property or during a school event.
 - 33 • Theft.
 - 34 • Gross insubordination.
 - 35 • Any felonious act.
- 36

37 **Section 17.4. Progressive Discipline.**

38 The District agrees to follow a policy of progressive discipline as delineated below. However, any
39 disciplinary action taken against an employee shall be appropriate to the behavior which precipitates
40 said action.

41
42 **Section 17.4.1. Oral Counseling.**

43 Employees shall first be orally counseled. Notation of said counseling shall be made and
44 initialed by the involved parties. Initialed copies of the notice shall be placed in the employee's
45 personnel file and provided to the employee.

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1 employee with the opportunity to improve his/her performance in the deficient areas. Once said plan is
2 written, and presented to the employee, the employee will work to meet the timelines and requirements
3 of the improvement plan. The supervisor will meet with the employee no later than 90 days after the
4 implementation of the improvement plan to evaluate the employee's performance.
5

6 **Section 18.5. Evaluation of New Employees.**

7 Any employee assuming a new position within the District shall receive a written performance
8 evaluation within forty-five (45) work days of assuming the new assignment.
9
10
11

12 **ARTICLE XIX**

13 **WAGES**

14
15
16 **Section 19.1. Wage Schedule.**

17 The wage scale shall be negotiated and attached hereto as Schedule A and shall become a part of this
18 Agreement.
19

20 **Section 19.2.**

21 For the 2020-21 school year, the District will adjust the base wage rates on Schedule A by the implicit
22 price deflator for that fiscal year, using the official current base, compiled by the Bureau of Economic
23 Analysis, United States Department of Commerce, or 2%, whichever is greater.
24

25 **Section 19.3. Payment of Wages.**

26 Effective September 1, 2019, all paychecks for employees shall be processed through electronic
27 deposit procedures. Employees have the responsibility to provide the district office the required deposit
28 information and/or changes in such information in order to receive paychecks.
29

30 **Section 19.4. Boot and Clothing Allowance.**

31 Employees in maintenance/ground positions shall be reimbursed up to two hundred dollars (\$200) per
32 year for work-related boots and clothing or the sole repair/replacement for work-related boots. Any
33 purchases shall receive prior authorization in order to be eligible for reimbursement.
34
35
36

37 **ARTICLE XX**

38 **INSURANCE**

39
40
41 **Section 20.1.**

42 All of the provisions of Article XX shall expire December 31, 2019. Beginning January 1, 2020, the
43 District shall provide basic and optional benefits through the School Employees Benefits Board
44 (SEBB) under the rules and regulations adopted by the SEBB.
45

46 **Section 20.2. Programs.**

47 The District agrees to provide funds toward employee/family basic insurance coverage for all
48 employees in the following programs: Medical care, dental, vision, long-term disability, and group life

1 insurance plans. The District shall ask an insurance broker to procure premium quotes for health
2 benefit plans that meet the responsible contracting standards of 2012 ESSB 5940

3
4 **Section 20.2.1. District Contribution Rates.**

5 Employees enrolled in any mutually approved basic insurance plan or plans shall receive a
6 prorated District insurance benefit contribution based on the employee's FTE status and the
7 amount provided by the state per FTE per month for twelve (12) months towards the purchase
8 of basis insurance benefits. The District shall pay one-hundred percent (100%) of the State
9 Health Care Authority Retiree Subsidy, also known as the carve-out.

10 For insurance calculation purposes 1440 hours of compensation , inclusive of an employee's
11 base work hours, holidays and vacation hours, equals a full FTE. No employee has an FTE
12 greater than 1.0.
13

14
15 **Section 20.3. Enrollment.**

16 Employees shall designate their individual coverage choices for medical insurance no later than
17 September 15th of each school year.
18

19 **Section 20.4. Permissive Benefit Pooling.**

20 The District will establish a pool to pay toward benefit premiums for classified employees for dental,
21 vision, long-term disability, group life insurance and medical programs approved by both the District
22 and bargaining group. Pooling will become available due to unused portion(s) of permissive benefit
23 allocations from the state, federal, and designated local funds. The District will make an additional
24 monthly contribution to the insurance pool for each FTE included within the pool in the amount of:
25 \$35.00.

26
27 The District will calculate pooling in October and then again in February. In the event that the District
28 insurance contribution, plus any additional pooled contributions, is insufficient to pay the cost of an
29 employee's required premiums, a salary reduction will be made to cover the cost of such premiums.
30

31 Each employee included in the pooling arrangement within the CBA who elects medical benefit
32 coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum
33 monthly charge shall be two (2%) percent of premium. Such minimum monthly charge shall be paid
34 regardless of the impact of pooling. Eligible employees selecting the HDHP with a Health Savings
35 Account (HSA) will be allowed to contribute to the HSA account, via payroll deduction up to the limit
36 allowed by law.
37

38 An employee whose spouse/domestic partner is also employed by the District and eligible for a District
39 insurance contribution may, subject to the provisions of the applicable collectively bargained
40 agreement(s), combine spouse/domestic partner allocations for the purpose of a single insurance plan
41 to offset the employee's out-of-pocket expenses for medical insurance premiums (e.g., the purchase of
42 one "employee plus spouse plan" or the purchase of one "employee and child(ren)" plan or the
43 purchase of one "employee and family" plan rather than two "employee only" plans). The unused
44 portion of the combined insurance allocations shall be returned to the insurance pool(s). If the
45 spouse/domestic partner is in a different insurance pool, one-half of the cost of the single insurance
46 plan shall be charged to the insurance pool governed by the contract.
47
48

1 In order for an employee to access these provisions for a domestic partner, the employee must first
2 complete and file the District's Declaration of Domestic Partnership Form or the applicable insuring
3 company's Declaration of Domestic Partnership form. In addition, if the employee desires for this
4 benefit to be tax deductible or to be included in Section 125 plans, the domestic partner must fulfill
5 applicable Internal Revenue Service tax criteria or the employee will be taxed on a portion of the
6 premium related to the domestic partner.

7
8 **Section 20.5.**

9 The parties shall meet prior to May 1st annually, to discuss whether or not to renew or amend the
10 Health Insurance language for another year.

11
12 The parties mutually agree to open the contract at any time to deal with Health Insurance issues related
13 to compliance with state or federal law.

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16
17 **ARTICLE XXI**

18
19 **INDUSTRIAL INSURANCE COVERAGE**

20
21 **Section 21.1. Definition.**

22 For a period of absence from work due to an injury or occupational disease resulting from an
23 employee's employment with the District, the employee shall file a claim for Industrial Insurance
24 Compensation.

25
26 **Section 21.1.1. Notification by Employee.**

27 The employee shall send written notification informing of such on-the-job injury or related
28 sickness to the following:

- 29
30 a. The District Superintendent.
31 b. Department of Labor and Industries, Industrial Insurance Division.
32 c. The Union.

33
34 **Section 21.1.2. District Contribution.**

35 The District agrees to prorate an employee's sick leave to supplement industrial insurance
36 compensation so that both combined will equal the employee's regular salary. This shall begin
37 as of the first day of absence from work.

38
39 **Section 21.2. Pro-Rata Compensation.**

40 The employee has the right to either elect to pro-rate his/her sick leave for full compensation, or he/she
41 may elect to only receive industrial insurance compensation (time loss). Such agreement must be in
42 writing and sent to the Superintendent and a copy to the Union. Provided further: that if an employee
43 applies for industrial insurance compensation and the claim is then or later denied, sick leave or annual
44 leave may be used for the absence of the employee.

45
46 **Section 21.3. Terms of Industrial Leave.**

47 Employees on a bona-fide industrial leave and replacement employee's tenure shall be governed as
48 defined in Article X of this Agreement.

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ARTICLE XXII
GRIEVANCE PROCEDURE

Section 22.1.

The purpose of the grievance procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times and both sides agree to follow a code of conduct.

Section 22.2. Definitions.

- a. Grievant: A grievant is an employee, or in the case of the Union's contractual rights, the Union.
- b. Grievance: A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.
- c. Days: Days in this procedure are normal District Office work days.

Section 22.3. Timelines.

Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

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

Failure of the grievant (employee or Union) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

Section 22.4. Representation.

The Union will be notified by the District of a grievance by an employee in the bargaining unit when such grievance is presented to the District in accordance with the terms of this Article. The grievant has a right to have Union representation at all steps of the grievance process. The Union is entitled to have an observer at formal hearings conducted by District officials regarding matters arising out a grievance and to make known the Union's view concerning the case.

Section 22.5. Process.

The following steps will be followed to reach resolution on a grievance:

Section 22.5.1. Step 1. Informal Level – Informal Submission of Grievance to Supervisor.

Within twenty (20) days following the occurrence of the event giving rise to the grievance, or twenty (20) days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance informally with the immediate supervisor. The employee shall notify the supervisor that the meeting is a grievance meeting. The immediate supervisor shall respond within ten (10) days of the employee's presentation. This shall be done in writing.

1 **Section 22.5.2. Step 2. Formal Level – Written Submission of Grievance to Supervisor.**

2 If the grievance is not resolved informally, it shall be reduced to writing by the employee who
3 shall submit it to the immediate supervisor within ten (10) days after receipt of the informal
4 response. The written grievance shall contain the following:

- 5
6 a. A statement of the alleged grievance including the facts upon which the grievance is based.
7 b. Reference to the specific terms of the Agreement which have been allegedly violated.
8 c. Remedy sought.
9 d. The immediate supervisor will inform the employee and the Union in writing of the
10 disposition of the grievance within ten (10) days of the presentation of the grievance.

11
12 **Section 22.5.3. Step 3. Superintendent Level – Written Submission of Grievance to the**
13 **Superintendent.**

14
15 Individual Grievance. If the grievance is not settled at Step 2, in order to continue the
16 grievance process, the employee must file the grievance in writing to the Superintendent within
17 ten (10) days after receipt of the immediate supervisor's written response in Step 2 above. The
18 Superintendent or his/her designee will schedule a meeting with the grievant and the Union to
19 review the grievance with parties involved. Within ten (10) days following the meeting, a
20 written statement of the disposition will be given to the employee and a written copy to the
21 Union.

22
23 Union Grievance. A grievance which the Union may have against the Employer, limited as
24 aforesaid to matters dealing with the interpretation or application of terms of this Agreement
25 relating to Union rights, shall be commenced by filing in writing (in the format of Step 2
26 above) with the Superintendent. Such filing shall be within twenty (20) days following the
27 occurrence of the event giving rise to the grievance or twenty (20) days after the event is
28 known or reasonably should have been known. The Superintendent or his/her designee will
29 have ten (10) days to schedule a meeting to hear the matter and try to resolve the dispute. A
30 disposition in writing must be entered at the Superintendent's level within ten (10) days of the
31 conclusion of the meeting.

32
33 **Section 22.5.4. Step 4. School Board Level – Written Submission of Grievance to the**
34 **School Board.**

35 If the grievance is not settled at Step 3, in order to continue the grievance process, the
36 employee/Union must file the grievance in writing within ten (10) days after receipt of the
37 Superintendent's written response in Step 3. The grievance shall be heard at its next regular
38 meeting, or at a special meeting to be held no more than twenty (20) days from submission of
39 the written grievance to the Board. The grievant(s) shall be allowed to appear before the
40 Board, and to provide a presentation to the Board in executive session. A disposition must be
41 entered at the School Board level within ten (10) days of the conclusion of the meeting.

42
43 **Section 22.5.5. Step 5. Arbitration.**

44 If no settlement is reached in Step 4, the Union has the right to file a demand for arbitration as
45 outlined below:

- 46
47 a. Written notice of a request for arbitration shall be made to the Superintendent within
48 twenty (20) days of receipt of the disposition letter at Step 4.

- 1 b. Arbitration shall be limited to issue(s) involving the interpretation or application of
2 specific terms of this Agreement.
3 c. The grievance shall be submitted to arbitration under the Voluntary Labor Arbitration
4 Rules of the American Arbitration Association or other mutually agreed upon
5 arbitration service. If mutually agreed, the parties may submit to arbitration under the
6 Expedited Labor Arbitration Rules of the American Arbitration Rules of the American
7 Arbitration Association
8

9 **Section 22.5.5.1. Proceedings.**

10 Arbitration proceedings shall be in accordance with the following:

11 The arbiter, once appointed, will inform the parties as to the procedures which will be
12 followed.
13

- 14 a. The arbiter shall hear and accept pertinent evidence submitted by both parties and
15 shall be empowered to request, through subpoena, if necessary, such data and
16 testimony as the arbiter deems pertinent to the grievance and shall render a decision
17 in writing to both parties within thirty (30) days, unless mutually extended, of the
18 closing of the record.
19 b. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s)
20 presented for arbitration which decision shall be final and binding on both parties.
21 c. The arbiter shall rule only on the basis of information presented at the hearing and
22 shall refuse to receive any information after the hearing except by mutual
23 agreement.
24 d. Each party to the proceedings may call such witnesses as may be necessary in the
25 order in which their testimony is to be heard. Such testimony shall be limited to the
26 matters set forth in the written statement of the grievance.
27 e. The arguments of the parties may be supported by oral comment and rebuttal.
28 Either or both parties may submit written briefs within a time period mutually
29 agreed upon. Such arguments of the parties, whether oral or written, shall be
30 confined to and directed at the matters set forth in the grievance.
31

32 **Section 22.5.5.2. Arbitration Fees.**

- 33 a. Each party shall pay any compensation and expenses relating to its own witnesses
34 and representatives.
35 b. Each party shall bear one-half (1/2) of the fee of the arbiter and any other expenses
36 jointly incurred by mutual agreement incident to the arbitration hearing.
37

38 **Section 22.5.5.3. Binding Effects of Award.**

39 All decisions arrived at under the provisions of this Article by the representatives of the
40 Employer and the Union at Steps 1, 2 and 3, or by the arbiter, shall be final and binding
41 upon both parties: provided, however, that in arriving at such decision, neither of the
42 parties or the arbiter shall have the authority to alter this Agreement in whole or in part.
43

44 **Section 22.5.5.4. Limits of the Arbiter.**

45 The arbiter cannot order the Employer to take action contrary to the law.
46

1 **Section 22.5.5.5. No Duty to Maintain Status Quo.**

2 The Employer has no duty to maintain the status quo or to restore the status quo
3 pending arbitration. But if return to the status quo is ordered by the arbiter, the return
4 shall be affected as per the arbiter's award.

5
6 **Section 22.5.5.6. Freedom from Reprisal.**

7 There will be no reprisals against the grievant or others as a result of his/her
8 participation in this process.

9
10
11 **ARTICLE XXIII**

12
13 **TRANSPORTATION**

14
15
16 **Section 23.1. Daily Assignment.**

17 All drivers scheduled for a daily driving assignment shall be compensated at the regular rate of pay
18 shown in the wage schedule of this Agreement for a guaranteed shift of two (2) hours per run. The
19 guaranteed daily shift shall consist of two (2) separate (2) hour bus runs, include all normal/routine
20 transportation duties such as bus warm-up, pre-operation inspection, bus clean-up, fueling and record
21 keeping. If normal/routine duties require more than an average of two (2) hours per daily shift,
22 compensation for all excess time shall be at the appropriate rate of pay.

23
24 **Section 23.1.1. Route Review.**

25 Normal/routine duties and the time required to perform them shall be reviewed by the District
26 at the end of each semester and adjusted upward if actual time worked per round trip is five (5)
27 minutes more than two (2) hours/trip.

28
29 **Section 23.2. Additional Duties.**

30 Drivers will be paid and compensated for additional duties.

31
32 **Section 23.2.1. Bus Washing.**

33 Four (4) hours of additional time per driver, per month shall be used to wash buses and shall be
34 reported for payment on a timesheet.

35
36 **Section 23.2.2. Special Duty Calls.**

37 Any driver assigned to a special duty call shall receive notice of duty at least twenty-four (24)
38 hours in advance, whenever possible.

39
40 **Section 23.2.2.1. Special Duty Calls – Compensation.**

41 Drivers shall receive a minimum of two (2) hours pay, at driving rate, for each special
42 duty call. A special duty call shall be defined as any work assignment other than a
43 normal daily driving assignment.

44
45 If there is less than thirty (30) minutes separation between driving assignments, they
46 shall be considered a single special duty call and the appropriate wage rate shall
47 continue uninterrupted during the entire period, including the time between the driving

1 assignments. A minimum of two (2) hours pay, at driving rate, shall be applicable to
2 the combined assignment.

3
4 If an on-island program element, field trip, or event requires bus transportation of
5 students to and from a location and there is a separation of more than thirty (30)
6 minutes, but less than two (2) hours between the trips to and from the location, the
7 driving assignment may, per transportation department guidelines, still be considered a
8 single special duty call. In such a case, a single, two (2) hour minimum payment, at
9 driving rate, shall be applicable to the combined assignment and the appropriate wage
10 rate shall continue uninterrupted during the entire period, including the time between
11 the driving assignments.

12
13 In the event that there is no one driver that can accomplish the combined duty call in
14 either of the above scenarios, the two driving assignments may be assigned to different
15 drivers. Each would then be considered a separate special duty call and the two (2) hour
16 minimum payment, at driving rate, would be applicable to each.

17
18 **Section 23.3. Co-Curricular Trips.**

19 Co-curricular trips shall be paid at the regular rate of pay as specified in the salary schedule.

20
21 **Section 23.3.1. Co-Curricular Trips – Assignment.**

22 Assignments of co-curricular bus runs shall be determined by driver availability.

23
24 **Section 23.4. Off Island/Overnight Trips.**

25 All drivers for all island trips shall keep a log book of all hours worked. On all overnight trips, once a
26 driver's services are no longer required, there shall be no wages paid until the following day when the
27 driver's responsibilities resume. Meals and lodging expenses shall be reimbursed per District policy.
28 On trips lasting for more than one (1) day, all drivers will be provided sufficient uninterrupted time off
29 for the rest time in the interest of driving safety.

30
31
32 **ARTICLE XXIV**

33
34 **CONTRACT COMPLIANCE**

35
36
37 **Section 24.1. Conflict with Law.**

38 If any clause in this Agreement is in conflict with any Federal or Washington State laws now in
39 existence or any laws that may hereafter be enacted by those constituted authorities, then such clause
40 or clauses shall be re-bargained to conform with such laws.

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ARTICLE XXV
TERM OF AGREEMENT

Section 25.1. Term of Agreement.

This Agreement shall be effective from September 1, 2019 to August 31, 2021.

Section 25.2 – Legislative Action.

In the event that the legislature of Washington State takes any action that affects any part of this Agreement, then the affected sections will be subject to renegotiation by the District and the PSE. The parties also may open the Agreement based on mutual agreement.

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES OF
ORCAS ISLAND #802

ORCAS ISLAND SCHOOL DISTRICT#137

BY: 
Brian Wright, President

BY: 
Eric Webb, Superintendent

DATE: 12-3-19

DATE: 12-3-19

SCHEDULE A
Public School Employees of Orcas Island #802
September 1, 2019 – August 31, 2020

	1st Year	2-5 Years	6-10 Years	11-15 Years	16-20 Years	21-25 Years	26+ Years
	Hourly Rate						
Transportation							
Head Driver	\$26.21	\$28.44	\$29.01	\$29.88	\$30.62	\$31.24	\$31.86
Driver	\$23.49	\$25.49	\$26.00	\$26.78	\$27.45	\$27.99	\$28.55
Food Service							
Director	\$25.99	\$28.20	\$28.76	\$29.63	\$30.37	\$30.97	\$31.59
Cook	\$22.92	\$24.87	\$25.37	\$26.13	\$26.78	\$27.32	\$27.86
Assistant Cook	\$20.23	\$21.95	\$22.39	\$23.06	\$23.64	\$24.11	\$24.59
Office							
Student Support Specialist	\$24.53	\$26.61	\$27.15	\$27.96	\$28.66	\$29.23	\$29.82
Office Manager	\$24.53	\$26.61	\$27.15	\$27.96	\$28.66	\$29.23	\$29.82
Materials Specialist	\$22.56	\$24.48	\$24.97	\$25.72	\$26.36	\$26.89	\$27.43
Secretary/Clerk	\$20.86	\$22.63	\$23.09	\$23.78	\$24.37	\$24.86	\$25.36
Facilities/Grounds							
Facilities Director	\$25.93	\$26.97	\$27.51	\$28.06	\$28.62	\$29.19	\$29.78
Grounds & Maintenance	\$23.70	\$24.65	\$25.14	\$25.65	\$26.16	\$26.68	\$27.22
Head Custodian	\$23.02	\$23.95	\$24.42	\$24.91	\$25.41	\$25.92	\$26.44
Custodian	\$21.31	\$22.16	\$22.60	\$23.05	\$23.51	\$23.98	\$24.46
Paraeducator							
Paraeducator	\$21.27	\$23.08	\$23.54	\$24.25	\$24.85	\$25.35	\$25.86
Skills Specific	\$25.96	\$28.17	\$28.73	\$29.60	\$30.34	\$30.94	\$31.56
Professional/Technical							
Technology Specialist	\$25.99	\$28.20	\$28.76	\$29.63	\$30.37	\$30.97	\$31.59
Library Technician	\$21.27	\$23.08	\$23.54	\$24.25	\$24.85	\$25.35	\$25.86
PIP Coordinator	\$27.72	\$30.08	\$30.68	\$31.60	\$32.39	\$33.04	\$33.70
SAFE Advocate	\$27.72	\$30.08	\$30.68	\$31.60	\$32.39	\$33.04	\$33.70
Youth Leader	\$27.72	\$30.08	\$30.68	\$31.60	\$32.39	\$33.04	\$33.70

APPENDIX A

Performance Evaluation Report Orcas Island School District Classified Employees

Date: _____

Employee Name: _____ Evaluation type: Probation Annual

Period of Report: From _____ to _____ School or Department: _____

Job Title _____

Categories	Exceeds Criteria	Meets Criteria	<u>Needs Improvement</u>	<u>Unsatisfactory</u>
Quality Of Work: Accuracy, thoroughness, effectiveness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mastery of Job: Extent to which the employee demonstrates level of performance required by job	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flexibility/Adaptability: Extent to which employee is able to adjust to new situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiative: Demonstrated willingness to exceed minimum job performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dependability: Reliability; degree to which employee can be depended upon to complete tasks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attendance/Punctuality: Adherence to assigned hours and days of work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication Skills: Ability to communicate in writing and speech	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judgment: Decision-making based on considering appropriate information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Human Relations: Treats students, staff and community with respect. Works collaboratively with others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work Attitude: Works cooperatively with supervisor, staff, students, parents and community. Accepts direction, instruction and correction in a positive manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety: Emphasizes and demonstrates personal safety and promotes and attends to the safety of others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Evaluator's Comments: _____

Employee's Comments: _____

Evaluator: _____ Date: _____

The signature below does not necessarily imply that the employee agrees with the preceding report, but only that he/she has seen and discussed it with the evaluator and/or supervisor.

Employee's Signature: _____ Date: _____