

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**PENINSULA SCHOOL DISTRICT NO. 401**

**AND**

**THE WASHINGTON ALLIANCE OF TECHNOLOGY  
WORKERS / THE NEWSPAPER GUILD LOCAL 37083  
COMMUNICATIONS WORKERS OF AMERICA,  
AFL-CIO, CLC**

**September 1, 2016 to August 31, 2020**

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## **PREAMBLE**

This Agreement is made and entered into by and between Peninsula School District #401 for its operations listed below, hereinafter referred to as the "District", and the Washington Alliance of Technology Workers, Local 37083 of The Newspaper Guild, Communications Workers of America, AFL-CIO, CLC, hereinafter referred to as the "Union," for itself and on behalf of all employees of the District as listed below.

## **ARTICLE I – RECOGNITION**

### **Section 1.1 - Exclusive Representative**

The District hereby recognizes the Union as the sole and exclusive bargaining agent relative to wages, hours and working conditions for all full-time and regular part-time employees of Peninsula School District No. 401 Technical Support Department as listed in Appendix A, which will include substitute and temporary employees to the extent provided in Article XVI, but excluding supervisors and confidential employees.

Services performed by employees within this bargaining unit shall continue to be performed by employees within this bargaining unit except for:

- A. Services beyond the skills or capacity of the employees within the bargaining unit at the time (provided this clause does not authorize the use of temporary employees in violation of Articles 3 and 16);
- B. Services performed by a department supervisor working alongside employees within this bargaining unit solely for the purpose of training;
- C. Services performed in conjunction with construction or public works projects;
- D. Installation or warranty services provided in conjunction with the purchase of new software or equipment;
- E. Pre-production, testing and troubleshooting of systems;
- F. Student interns; and
- G. Substitute employees.

### **Section 1.2 - No Strike Clause**

The Union and the District agree that there shall be no strikes, slowdowns, or work stoppages by the employees and no lockouts by the District during the term of this Agreement.

### **Section 1.3 - Labor/Management Meetings**

Both the Union and the District recognize the need for quality training designed to allow each party to stay current with a changing work place and new generations of technology. Upon the request of either party, representatives of District management and Union leadership shall meet throughout the year to discuss training needs and other specific issues of mutual concern, including clarification of job duties.

## **ARTICLE II – NON DISCRIMINATION**

Neither the District, union nor any employee shall in any manner whatsoever unlawfully discriminate against any employee or applicant for employment on the basis of race; color; religion; creed; sex; sexual orientation; marital status; national origin; age; or disabilities.

No employee shall be discharged, discriminated against because of membership or lack thereof, or lawful activity in the Union, provided such activities are not carried on so as to interfere with the normal work process.

## **ARTICLE III - DEFINITIONS**

### **Section 3.1 - Employees**

The term "employee" shall refer to those regularly employed individuals represented by the Union in the bargaining unit as set forth in the Recognition Clause, except as otherwise indicated.

The term "regular employee" shall refer to all employees other than those meeting the definition of "temporary employee."

The term "temporary employee" shall refer to those persons employed to cover workload fluctuations, emergencies, or special projects on an as-needed basis for a period not to exceed six (6) months. A temporary employee shall not fill a vacant position for longer than sixty days.

The terms "twelve-month employee" and "year round employee" shall mean an employee scheduled to work at least 220 workdays per year.

The term "full time employee" shall refer to those employees who regularly work forty (40) hours per week.

The term "days" means calendar days unless otherwise specified.

The term "substitute employee" shall mean an employee hired to replace a temporary or regular employee on authorized leave with rights to return to the position. Their pay shall be based on the classification for which they are substituting.

The term "student intern" shall mean a Peninsula School District student employed for school credit or compensation through a District educational or extended learning program. Such program shall not extend more than three (3) months beyond graduation. Assignments and scheduling for student interns will not negatively impact assignments or scheduling for regular employees, and barring periods of unpredictable absences, student interns will not perform duties normally assigned to regular employees. Before the involuntary reduction of any position by more than one hour per day, the district and the union agree to discuss alternatives including the student intern program. Additionally, supervisors will work to prevent the quality of intern projects from negatively impacting the workloads of regular employees or the perceived quality of the department in general.

## **ARTICLE IV - HIRING**

### **Section 4.1 – Position Openings**

Position openings including extended school year (summer) employment will be announced for a minimum of five (5) business days prior to filling such openings. Announcements will be sent to the designated Union representative, as well as posted on the appropriate bulletin boards and District website. An employee can submit an e-mail address to the District personnel office to be notified of any bargaining unit openings while the employee is on vacation.

### **Section 4.2 – Extended School Year Employment**

The District will hire available, interested, and qualified, regular employees for summer employment within their classification before hiring non-regular employees. Regular employees performing work within their classification will earn their normal rate of pay.

### **Section 4.3 – Filling Position Openings**

1. The District shall consider any applicant notified of the job opening by the Union.
2. A current employee who is selected to fill a posted position must demonstrate a satisfactory level of performance within the first thirty (30) of the employee's workdays in the new position. If the employee is unable to demonstrate satisfactory performance or wishes to return to his or her former position during this thirty (30) workday period, the District will consult with the Union with the goal to reassign the employee to any open position equal to that previously held within the bargaining unit without prejudice.

3. Any employee applying for a position may request a meeting with Human Resources to identify and discuss the reasons that person was not selected. The sole purpose of such a meeting would be to give the employee feedback on areas of strength and areas needing improvement to enhance their opportunities for promotion.

## **ARTICLE V – UNION RIGHTS**

### **Section 5.1 – Bargaining Unit Information**

The District shall supply the Union on request with a list of the names, hire date, work assignments, addresses, phone number, date of birth, classification, FTE, and salary information of employees in the bargaining unit.

The District shall notify the designated Union representative of new hires or any changes in employee status concerning wages, job classification, resignations, retirements, and deaths through copies of Board agendas at least monthly.

The District shall supply the Union upon request with full information as to hiring and promotional standards and procedures, and any changes.

The District shall furnish to the employee a copy of any criticism, commendation, appraisal, or rating of such employee's performance in the employee's job or any other comment or notation regarding the employee simultaneously with it being placed in the employee's personnel file. The employee and/or the Union shall be allowed to place in such a file a response to anything contained therein which such employee and/or the Union deems to be adverse. An employee and/or the Union shall have the right to review the employee's personnel file at any time and upon request shall be provided copies of all material in the employee's file.

### **Section 5.2 – Union Security (Membership)**

All employees in the bargaining unit who are members of the Union on the execution date of this Agreement shall, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement. "Good standing," as used in this section, shall mean that the employee has paid timely or offered to pay the uniform initiation fees and regular monthly dues uniformly required for membership in the Union. All new employees shall, as a condition of employment, within thirty (30) days after the commencement of employment, or the execution of this Agreement, become and remain members of the Union in good standing or pay a non-member service fee equal to the dues for the duration of this Agreement.

Any employee who, pursuant to RCW 41.56.122, asserts the right of non-association based on bona fide religious tenet(s), may be excluded from the terms of this section; however, shall pay an amount equal to the regular Union dues and initiation fee to a non-religious charity or other charitable organization mutually agreed upon by the public employee affected, and the bargaining representative to which such public employee would otherwise pay dues and initiation fee. The public employee shall furnish proof to the Union each month that such payment has been made to the agreed upon charitable organization.

The suspension or dismissal of any employee for failure to comply with the provisions of this section shall be on written notice from the Union to the District and employee, setting forth the reason for his or her delinquent status and allowing thirty (30) calendar days from receipt of notice to bring his or her membership into good standing. Should the employee fail to be reinstated, the District will terminate the employee.

There shall be no interference or attempt to interfere with the operations of the Union.

The Union agrees to indemnify the District and hold it harmless against any and all suits, claims, demands, and liability for damages or penalties that shall arise out of or due to any action that shall be taken by the District for the purposes of complying with the provisions of this section or Sections 5.3 and 5.4.

### **Section 5.3 – Dues And Initiation Fees**

The District agrees that upon an employee's voluntary written assignment, the District shall deduct monthly from the earnings of such employee and pay to the Union each month an amount equal to Union initiation fees, dues, and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Union's schedule of rates furnished the District by the Union. Such schedule may be amended by the Union no more than twice per year. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

The dues deduction assignment shall be made upon the form shown in Appendix B.

### **Section 5.4 – Political Action Committee**

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check.

### **Section 5.5 - Access**

An authorized officer of the Union shall have access to the District's operations at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that the Agreement is being adhered to, provided that such visit shall not interfere with the work process or cause undue interruption of the employees' work schedule. Such authorized officer shall follow all building procedures regarding signing in or notifying a building administrator upon entering the premises.

### **Section 5.6 – Shop Stewards**

The Union may appoint shop stewards where the Union deems necessary as long as the number of shop stewards shall not interfere with the work progress or cause an undue interruption of the employee's work.

Such established stewards selected by the Union to participate during working hours with representatives of the District in matters of negotiation, grievance proceedings, conferences, or meetings, and discipline representation shall suffer no loss of pay or benefits because of such participation when such meetings are mutually scheduled during work time. Notification of a steward's need to be released from his/her paid duties for such matters shall be delivered to his/her appropriate supervisor in a timely manner prior to the release. When stewards are acting on behalf of the membership, or any one or more individual members, he/she shall be entitled to such privileged or confidential information as necessary for effective representation. Neither the Union nor any of its individual members shall hold the District, or any of its representatives, liable for abridgement of confidentiality, in the good faith execution of this paragraph. Information shared in such manner shall remain confidential.

### **Section 5.7 – Union Use Of Employee Mail Boxes, Courier Service & District Buildings**

The Union and its representatives shall have the right to use employee mail boxes and/or the District courier service to communicate to its members, provided that there is no disruption of the educational program or additional cost to the District, and further provided such information conforms with all other District standards for civility (written copy to be provided to the Union) and violates no other laws. Use shall include freedom from any censorship or screening by the District prior to distribution.

The Union shall have the right to use District buildings for meetings and to transact official business on District property at all reasonable times, provided that such activities do not interfere with nor interrupt normal District operations or other scheduled building activities as determined by checking with the appropriate administrator and completing facility use forms. The Union will hold the District harmless for all liability and costs of attorney fees in defending the legality of this section.

### **Section 5.8 – Electronic Posting/Bulletin Boards**

The District agrees to provide bulletin boards suitably placed for the Technical Support Department on the District's premises for the use of the Union. The District agrees that the Union and employees may use the District's email and/or intranet network for the communication of information directly relating to the bargaining-unit, provided that there is no disruption of the educational program or additional cost to the District, and further provided that the communication complies with the District's acceptable use policy (written copy to be provided to the Union).

## **ARTICLE VI – MANAGEMENT RIGHTS**

Except as otherwise provided in this Agreement, the District retains all the rights and functions of management that it has by law. Further, the Board retains the right to delegate such management rights to management personnel, but only to the extent allowed by law or regulations. The Board acts by and through its administrative and supervisory staff. Without limiting the generality of the above statement, these rights include:

- A. The direction, assignment and management of working forces, including the right to hire, suspend, discipline, transfer, and relieve employees from duty because of lack of work;
- B. The determination of the management organization and the selection of employees for promotion to supervisory and other managerial positions;
- C. The maintenance, control, and use of District property;
- D. To make necessary policies, rules and regulations not inconsistent with this Agreement, subject to the unions right to request bargaining regarding any changes in wages, hours or working conditions; and
- E. To determine the means, methods, equipment and technical standards for accomplishing the work of the District.

## **ARTICLE VII- GRIEVANCE PROCEDURE**

### **Section 7.1 - General Provisions**

A grievance is hereby defined as an alleged violation of the terms of this Agreement impacting a particular employee or the Union rights identified herein and shall be resolved in strict compliance with this Article. Failure to comply with the steps and timeliness so stipulated will result in the grievance being invalid and subject to no further processing.

### **Section 7.2 - Step One**

Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by a Union representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within ten (10) working days of the occurrence or of the date the employee reasonably should have become aware of the occurrence giving rise to the grievance shall be invalid and subject to no further processing. The supervisor has five (5) working days to respond from the date of receipt of Step One-Verbal.

### **Section 7.3 - Step Two**

If a grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall, within ten (10) working days of the response at Step One, reduce to writing a statement of the grievance containing an explanation of how the contract has been allegedly violated, a reference to the provisions in this Agreement which have been allegedly violated, and the remedy sought.

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the administration responsible for personnel. The parties will have ten (10) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

**Section 7.4 - Union Grievances**

Grievances initiated by the Union shall not be subject to Step One and shall be submitted to the official in the administration responsible for personnel within ten (10) working days of the date of the occurrence or of the date, the Union reasonably should have become aware of the occurrence giving rise to the grievance. Prior to filing a union grievance, the Union shall discuss the grievance with the department supervisor.

**Section 7.5 - Step Three**

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

**Section 7.6 - Arbitration**

If no settlement has been reached within the ten (10) working days referred to in the preceding subsection, and the Union believes the grievance to be valid, the Union may demand arbitration of the grievance within twenty working days of the receipt of the answer at Step Three utilizing the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's award shall be final and binding upon all parties.

**Section 7.7 - Limitations**

It is agreed that:

- A. A designated Union representative must sign all grievance settlements beyond Step 1.
- B. Evaluation comments or ratings are not grievable; disciplinary actions taken in response to evaluations are grievable.
- C. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- D. The fees and expenses of the Arbitrator shall be equally shared by the parties.

**ARTICLE VIII — SECURITY**

**Section 8.1- Just Cause**

There shall be no dismissal except for just and sufficient cause. The Union and the employee shall be notified in writing of any dismissal for cause and the reason(s) for the dismissal.

**Section 8.2 - Probationary Period**

New employees shall be considered probationary employees during the first ninety (90) workdays of their employment. Discharges during this trial period are at the District's discretion. An employee who has successfully completed the probationary period will be placed on regular employee status. Upon receiving regular employee status, an employee shall be given credit for time served while under probation.

### **Section 8.3 - Alternatives To Layoff**

Before any dismissal to reduce the force, the District agrees to meet with the Union to discuss alternatives.

### **Section 8.4 - Layoff Procedures**

Employees shall be selected for layoff in reverse order of seniority within the affected classifications. An employee removed from a job classification due to insufficient seniority may exercise his/her seniority in lateral or lower classifications where he/she has previously established seniority.

All probationary and temporary employees within the classification affected shall be laid off before any employees with seniority status in the classification are affected.

If two (2) or more employees have the same seniority, the order of layoff shall be determined by lot. A representative of the Union shall be present for such determination.

Employees who are laid off, or placed in a lower classification in accordance with these procedures, shall be placed in an employment pool for one (1) year. Time spent in the employment pool shall not constitute a break in continuity of service. Employees shall retain accrued sick leave, vested vacation rights, and seniority for a period of twenty-four (24) months. A member of the employment pool shall not accrue additional benefits or rights during this time.

### **Section 8.5 - Seniority**

Seniority shall be defined as the length of continuous service in a job classification within the bargaining unit except as noted elsewhere in this agreement. The seniority of each employee shall begin as of the employee's first compensated day of employment as a regular employee in a specific job classification and shall be tracked by working months. Employees working an extended school year (summer) will accrue seniority during these periods of employment. Upon receiving regular employee status, an employee shall be given credit for time served while under probation or temporary employment status.

An employee, who transfers, promotes, or otherwise moves from one job classification to another in the bargaining unit shall continue to accrue seniority in the classification from which he/she transferred, promoted, or moved.

### **Section 8.6 - Loss Of Seniority**

An employee's seniority shall be broken so that no prior period of employment shall be counted and his/her seniority shall cease upon:

- A. Dismissal for just and sufficient cause,
- B. Resignation, or
- C. Refusal to accept an offer of rehire into the classification in which an employee worked when dismissed.

### **Section 8.7 - Recall From Layoff**

The District will fill positions from the employment pool as specified in Section 8.4, above, provided however, when the pool does not contain employees with seniority in the appropriate classification given the open position, the district may hire from outside the pool pursuant to Article 4 of this Agreement.

Positions will be filled from the employment pool as follows:

- A. Each individual in the employment pool will be considered for the assignment in any classification for which he/she has seniority.
- B. The most senior employee for the specific opening will be assigned.
- C. An employee cannot be assigned to a higher classification than that which he/she held at the time of layoff.

- D. If an employee is assigned to a position in a lower classification than that which he/she held at the time of layoff, he/she shall nevertheless remain in the employment pool until such time as he/she is given an assignment in his/her original classification or his/her recall rights expire.

### **Section 8.8 - Obligations Of Laid-Off Employees**

Employees on layoff status shall file their addresses in writing with the District and shall thereafter promptly advise the District in writing of any change of address. An employee who does not comply with these requirements, or who does not accept an offer of reemployment within five (5) calendar days shall be removed from the employment pool.

## **ARTICLE VIII - TRANSFERS AND PROMOTIONS**

Regular employees shall be given preference over equally qualified applicants from outside the bargaining unit for vacancies in a higher classification. Announcements and filling of such openings shall be in accordance with Section 4.1. No employee shall be penalized in any way for refusing to accept a promotion.

## **ARTICLE X - WORKING CONDITIONS**

### **Section 10.1 - Workweek**

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks except in an emergency where reasonable prior notice will be attempted. The normal workweek for full-time employees shall be five (5) consecutive days, Monday through Friday, of eight (8) hours worked exclusive of the lunch period. The District will consider the request of any employee to work an alternative schedule, which may include any combination of hours or workdays so long as the total number of hours does not exceed 40 in the workweek.

### **Section 10.2 - Overtime**

All authorized hours worked over forty (40) per week shall be paid at the rate of one and one-half (1-1/2) times the employee's base pay. For the purposes of this section, "all authorized hours worked" shall include all hours the employee is required to work for the employer and all hours paid as a holiday under Section 12.1. All overtime hours must be approved in advance by a supervisor. Employees will not be required to take time off in lieu of pay for time worked. An employee who is scheduled to work on the seventh (7<sup>th</sup>) consecutive day will be compensated at two (2) times the employee's base pay, unless the day is being worked as part of an approved flexible schedule.

### **Section 10.3 - Lunch And Rest Periods**

State laws and regulations will be followed regarding lunch and rest periods.

### **Section 10.4 - Callback Pay**

A minimum of two (2) hours pay will be paid any employee who is called back to a District work site. This pay shall be at the regular rate of pay except in overtime situations, in which case the overtime rate would apply. Call-back pay shall not apply to extensions of the regular workday.

### **Section 10.5 - Higher Job Classification**

Any employee assigned duties and responsibilities that are exclusive to a higher classification within the bargaining unit shall receive the higher rate of pay effective the first day.

### **Section 10.6 - Review Of Work Load**

Claims of excessive workload shall be reviewed by the supervisor. Should the assignments (work load) required of the position be considered excessive or less than a normal requirement by the supervisor, adjustments shall be made either in the requirements of the position or the time allotted for it. A Union representative may accompany the supervisor during his/her review of workload requirements.

### **Section 10.7 - Attendance At Meetings**

The District will schedule all meetings where employee attendance is required on District time.

### **Section 10.8 - Adverse Weather**

Twelve-month employees who are unable to report to work must provide for their absence with emergency leave deduction, vacation time, comp time, or leave without pay. If the entire district is to be closed down, their supervisors will notify twelve-month employees. Employees may arrange to make up for any missed time, may charge the time to accrued vacation, or request emergency leave.

## **ARTICLE XI – WAGES**

### **Section 11.1 - Wages**

Employees shall be paid at the hourly rates on the salary schedule attached hereto as Schedule A. Employees who are promoted to a higher-paid classification shall be placed on the first step of the schedule for that classification that provides an increase in salary for the employee.

For the duration of the contract the rates on Schedule A shall be improved by the state percentage increase for classified employee salaries in the month such state increases are effective. If the state grants a classified employee salary increase in a manner other than the percentage increase method used in the past, the parties agree to open Schedule A solely for applying such increase to the salary schedule.

### **Section 11.2 – New Hires**

New hires after September 1, 2013 are eligible to be initially placed on a step higher than Step 0, up to Step 4, if the employee has relevant, current job-related technology industry experience. The District will make the determination of step placement and job skill relevancy. Employees moving from another school district will be addressed via RCW 28A.400.300.

### **Section 11.3 - Required Certifications And Training**

The District shall pay for the costs of any training, certifications, or courses required by the District for an existing employee to retain employment in his or her current classification.

### **Section 11.4 - Mileage Reimbursement**

Any employee required to travel from one site to another in a private vehicle during working hours shall be compensated for such travel on a per-mile basis at the established Board policy rate.

## **ARTICLE XII - HOLIDAYS**

### **Section 12.1- Holidays**

All 12-month employees will be granted the following paid holidays:

1. The day before or after New Year's Day (as designated on District work calendars)
2. New Year's Day
3. Martin Luther King Day
4. President's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. The Day before or after Christmas (as designated on District work calendars)
12. Christmas Day

All less than year round employees will be granted the following paid holidays that fall within the employee's work year.

1. Martin Luther King Day
2. President's Day
3. Memorial Day
4. Fourth of July\*
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Day

\*Less than twelve month employees qualify for this holiday if working the business day before or after the holiday.

### **Section 12.2 - Worked Holidays**

Work performed on holidays shall be paid at the employee's regular rate of pay plus the employee's regular pay for holidays.

## **ARTICLE XIII – VACATIONS**

### **Section 13.1- Vacations**

Twelve-month employees shall receive twelve (12) days of vacation annually, exclusive of holidays. An employee shall earn one (1) additional day per year for each year in a twelve-month position in the District's technical support department up to a maximum of twenty (20) days. Up to thirty (30) days of unused vacation may be carried from one contract year to another. Employees may request, on an annual basis, compensation for up to ten (10) days of unused vacation. Upon separation of employment, employees are eligible to receive compensation for up to thirty (30) days accumulated vacation at their base pay rate or such lesser amount necessary for the District to avoid any penalty from the Department of Retirement Systems.

### **Section 13.2 - Vacation Scheduling**

Vacations may be scheduled upon administrative approval. Scheduling should be requested well in advance. The District agrees that an employee's request to take vacation leave will be honored, if it does not interfere with workload requirements and schedules. Employees shall not use vacation leave during the two weeks prior to and the two weeks after the beginning of the student school year.

### **Section 13.3 - Cancelled Vacation**

An employee's scheduled vacation may not be cancelled by the District except by mutual agreement of the employee and the supervisor.

### **Section 13.4 - Vacation Schedule Placement**

Employees will be placed on the vacation schedule in Section 13.1 based on their net credited years as a regular employee of the District.

## **ARTICLE VIII – LEAVES**

### **Section 14.1 - Illness, Injury & Emergency Leave**

Each year round employee shall be entitled to twelve (12) days of compensated leave each year to be used for illness, injury, and emergencies. Each less than year round employee shall be entitled to eleven (11) days of compensated leave each year to be used for illness, injury, and emergencies. In accordance with state law, such sick leave shall accumulate from year to year to a maximum of the number of work days in the employee's work year.

### **Section 14.2 - Bereavement Leave**

A maximum of five (5) days paid bereavement leave will be allowed for each death of the following members of an employee's immediate family: spouse, child, parent, stepchild, sister, brother, mother-in-law, father-in-law, grandparent, or any other family member residing in the employee's household.

Up to one day of paid bereavement leave, for the death of any other relative or close friend will be granted. Such leave will not be accumulated.

Additional leave may be granted if requested and approved in advance by the superintendent. Such leaves may be with or without pay as finally approved and pursuant to the sick leave provisions.

### **Section 14.3 - Family Illness**

Employees may use sick leave for seriously ill family members in accordance with RCW 49.12.270 as currently or hereafter amended.

### **Section 14.4 - Jury Duty**

Leave with pay shall be granted for jury duty. Employees shall notify the District when notification to serve on jury duty is received. Upon request, the employee may secure support from the District office in seeking relief from jury duty when it interferes with obligations to their District assignment. Any compensation received for jury duty performed during working hours shall be reimbursed to the District.

### **Section 14.5 - Personal Leave**

Each full-time employee shall be entitled to three (3) days personal leave per year deducted from sick leave. The leave is to be used for employee personal, family, or legal business uses. Personal leave days are not accumulated and may not be used to extend vacations or holiday periods.

### **Section 14.6 - Industrial Injury Leave**

During such period as an employee is absent due to an on-the job injury, all benefits shall be continued by the District so long as the employee is deriving pay from illness or injury leave or vacation from the District under the same terms as other uses of sick leave and vacation.

### **Section 14.7 - Leave Of Absence**

Upon recommendation of the administrator through administrative channels to the superintendent or designee, an employee may be granted an extended leave of absence for a period not to exceed one year.

The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, provided a vacancy exists for which the employee is qualified; the employee shall be reinstated to a position as nearly equivalent as possible in duties and salary to that held at the time the request for leave of absence was approved.

Time spent on leaves provided for in this section shall be considered service time with the District in computing severance pay, experience rating, length of vacation, and all other benefits, which depend in whole or in part upon the length of service with the District.

#### **Section 14.8 - Other Leave**

The District will comply with state and federal law with regard to leave for military training or active duty, the Family and Medical Leave Act and leave sharing.

### **ARTICLE XV -INSURANCE BENEFITS**

#### **Section 15.1 - General Terms**

The District shall provide the State funded insurance contribution to an insurance pool less the mandatory retirement payback to be distributed. From available dollars, the Employee shall purchase health, vision, dental, term life and long-term disability insurance, or any other insurance program available to other district employees. Any benefits not covered with available dollars shall be paid for by members in an equitable manner. An individual employee's share of the pool shall be calculated once annually. For the purposes of this section only, employee eligibility for insurance contributions shall be measured by a full- time equivalency (FTE) of 1,440 annual hours.

#### **Section 15.2 - District Insurance Committee**

The Union may select one bargaining unit member to serve on the District's insurance committee for selection of benefit plans.

#### **Section 15.3 - Pooling And Plans**

If the members of the bargaining unit decide to opt out of any plans determined by the District's insurance committee, or pool insurance dollars separately from other District employees, the Union shall notify the District prior to June 1<sup>st</sup> of each year. Such selection shall become effective with the following insurance plan year.

### **ARTICLE XVI - TEMPORARY AND SUBSTITUTE EMPLOYEES**

#### **Section 16.1 - Compensation**

Temporary and substitute employees shall be paid in accordance with the salary schedule set forth in Appendix A. Provisions of this Agreement covering overtime, mileage reimbursement, and lunch and rest periods will apply to temporary and substitute employees.

#### **Section 16.2 - Application Of Grievance Procedure**

Temporary and substitute employees shall have the right to use the grievance procedure contained in Article VII, and shall be limited in bringing to arbitration only matters specifically contained in this Article and only to the extent the matters brought to arbitration arise out of their service as temporary or substitute employees.

### **Section 16.3 - Information Regarding Temporary Positions**

Upon filling a temporary or substitute position, the District will provide the designated Union representative with notice of the following information by copies of board agendas:

- A. Starting and anticipating end dates of the assignment;
- B. Location of assignment;
- C. Hours to be worked per day; and
- D. Name of individual hired to fill the position.

### **Section 16.4 - Bargaining Unit Inclusion**

Those temporary and substitute employees employed by the District for more than thirty (30) days of work within any twelve (12) consecutive month period shall be included in the bargaining unit set forth in the Recognition clause. Provisions of this Agreement covering dues and political action committee deductions will then apply to such employees.

## **ARTICLE XVII - SAFETY AND SANITATION**

The District agrees to provide a clean and sanitary work environment and comply with all applicable state and federal laws to ensure worker health and safety. Employees will be provided with adequate training and equipment to ensure their health and safety.

## **ARTICLE XVIII - NO WAIVER**

The failure of the Union to enforce any of the provisions of this Agreement or exercise any rights granted by law or the failure of the employer to exercise any rights reserved to it or its exercise of any such right in a peculiar way shall not be deemed a waiver of such right or waiver of its authority to exercise any such right in some other way not in conflict with this Agreement.

## **ARTICLE XVIII - SAVINGS**

Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and the remaining portion shall remain in full force and effect. The parties agree to meet and discuss whether by mutual consent such invalid provision should be amended or replaced.

## **ARTICLE XX - RETIREMENT**

All eligible employees shall be covered under the Washington State Retirement System.

## **ARTICLE XXI - WORKERS COMPENSATION**

The Employer will provide Washington State Workers' Compensation or equivalent to all employees covered by this Agreement.

**ARTICLE XXII- CONDITIONS OF THE AGREEMENT**

**Section 22.1 - Duration**

This Agreement shall be in full force and effect from September 1, 2016 to August 31, 2020. Either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement, pursuant to the provisions of RCW 41 .56.

**Section 22.2 - Modifications**

Amendments to this Agreement may be made during the term by the mutual agreement of both parties. Should either party wish to amend the Agreement, the request shall be made to the other party in writing. However, this does not bind either party to enter into negotiations on proposed amendments.

**Section 22.3 - Entire Agreement**

This Agreement constitutes the entire agreement between the parties, supersedes any prior obligations, negotiations, or discussions between them, and may only be changed by written amendment signed by the parties.

WASHINGTON ALLIANCE OF  
TECHNOLOGY WORKERS / CWA  
LOCAL 37083

PENINSULA SCHOOL DISTRICT #401

BY: \_\_\_\_\_  
Michael Schendel, Unit President

BY: \_\_\_\_\_  
Karen Andersen, Chief Financial Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

The Peninsula School District and the Washington Alliance of Technology Workers agree to the following:

In order to recognize valuable prior technology experience outside of the school districts and competitive salary placement, the following employees will be moved to Step 4 of the salary schedule beginning of September 1, 2013:

Bill Songstad  
Paul Engle  
Gracie Baker

Prior to the negotiation of a successor agreement, the District and the Association agree to conduct a joint salary survey of the positions in the bargaining unit. The parties agree to look at school districts in Kitsap and Pierce County for job-alike positions. This information will be used for the purposes of informing the parties in the next cycle of negotiations regarding wages in 2016.

WASHINGTON ALLIANCE OF  
TECHNOLOGY WORKERS / CWA  
LOCAL 37083

PENINSULA SCHOOL DISTRICT #401

BY: \_\_\_\_\_  
Les French, Unit President

BY: \_\_\_\_\_  
Karen Andersen, Chief Financial Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_