

COLLECTIVE BARGAINING AGREEMENT BETWEEN
QUILLAYUTE VALLEY SCHOOL DISTRICT
AND
PUBLIC SCHOOL EMPLOYEES OF FORKS

September 1, 2017 – August 31, 2020



Public School Employees of Washington / SEIU 1948
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1
2 When the District establishes a new office personnel position, which is not currently identified as a
3 bargaining unit position, the District and Union will meet pursuant to State Law to determine if the
4 position is appropriate for inclusion in the bargaining unit or exempt based on confidential status.
5

6 **Section 1.4.1.**

7 The District shall not utilize substitutes in positions projected to work more than sixty (60)
8 consecutive days
9

10 **Section 1.4.2.**

11 Substitute Employees: Substitute employees who are employed by the District for more than
12 thirty (30) cumulative work days during the previous twelve (12) months and who remain
13 available for work on the same basis shall be included in the bargaining unit. Bargaining unit
14 substitutes shall be entitled to an interview for an open position for which they have worked
15 and there no non-probationary regular employee applicants. The only provisions of the
16 Agreement applicable to bargaining unit substitutes are Sections 3.1, 3.2, 3.3, 7.2.1, salary
17 Schedule A, and all sections included in the Grievance Procedure, Article XIV.
18

19 **Section 1.4.3. Temporary Positions (including leave replacement positions).**

20 Current employees may request to work temporary positions including leave replacement
21 positions at the discretion of the District. The employee shall have all rights under this
22 Agreement and suffer no loss of seniority in their regular job general classification, if different.
23 Furthermore, the employee shall be paid at their same step rate for that position and shall return
24 to their regular position at the end of the temporary position. Employees who are not currently
25 regular employees who are assigned to such a position shall have all rights under this
26 Agreement, except Article X.
27

28 **Section 1.4.4.**

29 The District will not give preference, in filling a vacancy, to a substitute or a temporary employee
30 for those "ability and performance" qualifications which such employee gains while working in
31 such position.
32
33

34 **ARTICLE II**

35 **RIGHTS OF THE EMPLOYER**

36 **Section 2.1.**

37 It is agreed that the statutory, customary and usual rights, powers, functions, and authority of
38 management are vested in management officials of the District. Included in these rights in accordance
39 with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to
40 direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the
41 right to suspend, discharge, demote, or take other disciplinary action against employees; and the right
42 to release employees from duties because of lack of work or for other legitimate reasons. The District
43 shall retain the right to maintain efficiency of the District operation by determining the methods, the
44 means, and the personnel by which operations undertaken by the employees in the unit are to be
45 conducted.
46
47
48

1 **Section 2.2.**

2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
3 District. In making rules and regulations relating to personnel policies, procedures and practices, and
4 matters of working conditions, the District shall give due regard and consideration to the rights of the
5 Union and the employees and to the obligations imposed by this Agreement.
6
7

8 **ARTICLE III**

9
10 **RIGHTS OF EMPLOYEES**

11
12 **Section 3.1.**

13 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
14 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union,
15 providing that the exercise of such rights does not interfere with the performance of assigned duties of
16 employees of the District. The freedom of such employees to assist the Union shall be recognized as
17 extending to participation in the management of the Union, including presentation of the views of the
18 Union.
19

20 **Section 3.2.**

21 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
22 officials of the District, provided that the employee first must follow the prescribed grievance
23 procedure.
24

25 **Section 3.3.**

26 Employees of the bargaining unit subject to this Agreement have the right to have Union
27 representatives or other Union members present at discussions between themselves and supervisors or
28 other representatives of the District at grievance and disciplinary meetings as well as investigatory
29 interviews at which the employee is questioned regarding circumstances which may reasonably result
30 in discipline.
31

32 **Section 3.4.**

33 Neither the District, nor the Union, shall unlawfully discriminate against any employee subject to this
34 Agreement with respect to race, creed, color, national origin, age, gender, sexual orientation, religion,
35 marital status or disability.
36

37 **Section 3.5. Personnel Files.**

38 There shall be only one (1) official personnel file for each employee. Said file shall be kept in the
39 District Administration Office. Employees shall be provided a copy of all performance related
40 material placed in their personnel file within five (5) days of its insertion, including, but not limited to,
41 material making any reference to an employee's competence, character or manner. Employees may be
42 required to sign documents placed in their personnel file to signify receipt only, which will be
43 indicated on such documents. Each employee shall have the right upon request, and after making an
44 appointment for that purpose with the Personnel Administrator, to review the contents of his/her
45 official personnel file. The review shall be made in the presence of an administrator designated by the
46 District. During the review, employees shall be allowed to copy any material therein and shall be
47 permitted to make a written inventory of material there, and, on request, such inventory signed and
48 dated by a representative of the District. Employees shall have the right to attach comments or a

1 statement to any material placed in the personnel file. This shall not prevent District administrators
2 from maintaining a working file, which shall be equally available to the employee.

3
4 **Section 3.6.**

5 All employees shall receive an initial performance assessment prior to Valentine’s Day. All employees
6 shall receive their end-of-the-year evaluation prior to Memorial Day, which shall include a direct
7 observation by the supervising administrator. All performance evaluations reflecting a “needs
8 improvement” or “unsatisfactory” rating in one or more categories shall state specific reasons for the
9 rating, remedial action necessary by the employee to improve performance and specific remedial
10 training as deemed necessary by the District as an aid to improve performance. Every thirty (30) days,
11 or as often as deemed necessary, the employee’s performance in such categories shall be reviewed in a
12 conference between the employee and the evaluator. A written statement of the matter reviewed at
13 each conference, including the level of progress achieved by the employee, will be attached to the
14 evaluation at issue. Regular conferences will continue until improvement is achieved or the matter is
15 otherwise resolved. Employees, upon request, have the right to a Union representative or other Union
16 member present at such conferences. Employees may be required to sign the evaluation to signify
17 receipt only, and such will be indicated on the evaluation form. The evaluator of record (signing the
18 evaluation) shall be a District administrator, except the ECEAP Coordinator may be authorized by the
19 District to administer performance evaluations for all ECEAP bargaining unit members. Evaluations
20 shall not be used for disciplinary purposes.

21
22
23 **ARTICLE IV**

24
25 **RIGHTS OF THE UNION**

26
27 **Section 4.1.**

28 Upon request of the grievant, the Union is entitled to have a representative at hearings conducted by
29 any District official or body arising out of grievance and to make known the Union's views concerning
30 the case.

31
32 **Section 4.2.**

33 The District, as part of the general orientation of each new employee within the unit subject to this
34 Agreement, shall provide such employee with a copy of this Agreement to be furnished the District by
35 the Union. The Union President or their appointed designee will be provided paid release time from
36 their regularly scheduled workday, if applicable, to attend and present information at such employee
37 orientation meetings.

38
39 **Section 4.3.**

40 The President of the Union and designated representatives may be provided time off without loss of
41 pay to a maximum of ten (10) days per year total to attend regional or State meetings when the purpose
42 of those meetings is in the best interests of the District as determined by the District administration.

43
44 **Section 4.4.**

45 October 20th of each fiscal year, the District shall provide Public School Employees of Washington /
46 SEIU Local 1948 with information regarding each employee in the bargaining unit. Such information
47 shall include, at least, the name, job title, hourly rate, regularly daily scheduled hours, and mailing
48 address. In addition, the District shall provide to each employee with their October payroll

1 documentation each year the basis for the projected annual payroll including the projected regular
2 workdays, projected holidays, projected vacation, and the identity of their immediate supervisor
3 (District administrator), as well as the projected District insurance contribution separating the amount
4 generated by the employees and the supplemental pool contribution.

5
6 **Section 4.5.**

7 Representatives of the Union, upon making their presence known to the District, shall have access to
8 employees during lunch times and break times and during non-working hours, provided, that no
9 conferences or meetings between employees and Union representatives will in any way hamper or
10 obstruct the normal flow of work.

11
12 **Section 4.6. Bulletin Boards.**

13 The District shall provide a bulletin board space in an appropriate place in each building for the use of
14 the Union. The bulletins posted by the Union are the responsibility of the officials of the Union. Each
15 bulletin shall be signed by the Union official responsible for its posting. Unsigned notices or bulletins
16 may not be posted. There shall be no other distribution or posting by employees or the Union of
17 pamphlets, advertising, political matters, notices of any kind, or literature on District property, other
18 than herein provided.

19
20 **Section 4.6.1.**

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

23
24 **Section 4.7.**

25 Upon reasonable request, the Union President may be allowed to utilize in-District school mail for the
26 sole purpose of notification(s) to members of the bargaining unit.

27
28 **Section 4.8.**

29 The District agrees to consult with the Union President or designee prior any major changes in the
30 school instructional calendar.

31
32 **Section 4.9.**

33 Members of the bargaining unit serving on a School Improvement Team ("SIT"), beyond their
34 regularly scheduled worktime shall be paid their regular hourly rate, in accordance with this
35 Agreement, on a timesheet basis.

36
37 **Section 4.10.**

38 The Union may use District buildings for meetings during nonworking hours as per District policy.
39 The Union representative shall obtain approval from building administration prior to using such
40 buildings. The Union shall have the right to use the District's standard office equipment. The Union
41 shall reimburse the District pursuant to District policy and procedure for use of standard office
42 equipment.

43
44 **Section 4.11.**

45 The Union may use the District's internal mail distribution system (hard copy and electronic, including
46 email and voicemail) to circulate routine information to its members. Further, such distribution shall
47 not violate U.S. postal regulations, nor shall it be used to avoid required postage costs. The Union shall
48 not use the District mail system to distribute or obtain information regarding political candidates or

1 issues which are a part of any public election. Use of the District's email system will be in accordance
2 with the District's policy and procedures for access to the network and use of electronic
3 communications.
4

6 ARTICLE V

8 APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

10 **Section 5.1.**

11 It is agreed and understood that matters appropriate for consultation and negotiation between the
12 District and the Union are employee benefits, hours, wages, grievance procedures, working conditions,
13 and/or changes in these subjects.
14

15 **Section 5.2.**

16 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
17 the other party to advise, discuss or consult regarding matters concerning working conditions not
18 covered by this Agreement.
19

20 **Section 5.3.**

21 When the District creates a new job title position or substantially changes the duties of an existing
22 position, the District agrees to negotiate hourly pay rates with the Union in accordance with Chapter
23 41.56 RCW.
24

26 ARTICLE VI

28 UNION REPRESENTATION

30 **Section 6.1.**

31 The Union representatives shall represent the Union and employees in meeting with officials of the
32 District to discuss appropriate matters of mutual interest. They may receive and investigate to
33 conclusion complaints or grievances of employees and thereafter advise employees of rights and
34 procedures outlined in this Agreement and applicable regulations or directives for resolving the
35 grievances or complaints.
36

37 **Section 6.2.**

38 The Union will designate a Labor-Management Committee of up to five (5) members who will meet
39 with the Superintendent of the District and/or the Superintendent's representatives on a mutually
40 agreeable regular basis to discuss appropriate matters.
41

42 **Section 6.3.**

43 Union officers and representatives shall be excused with no loss of pay to attend District requested
44 meetings, hearings, and disciplinary actions when they cannot be scheduled outside the employee's
45 normal work hours.
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ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1.

This section shall not prevent the District from assigning an employee to work less than five (5) days per work week.

Section 7.2.

Each employee shall be assigned to a definite and regular schedule and workweek, which may be changed without prior notice to the employee in emergencies and otherwise, with prior notice the preceding day.

Section 7.2.1.

Each employee shall be allowed a paid fifteen (15) minute rest period for each four (4) hours worked, scheduled as near the middle of the four (4) hour period as possible. Each employee shall be allowed an unpaid (only if uninterrupted and if no duties are required to be performed) meal break of thirty (30) to sixty (60) minutes for every five (5) hours worked, to be scheduled as near the middle of the shift as possible. "Split shifts" which are separated by less than fifteen (15) consecutive minutes shall be considered a contiguous shift for the purposes of calculating break and meal periods under the terms of this section. Additionally, "passing time," unless it is of a duration of fifteen (15) minutes or longer, cannot be considered a "rest period" or fractional part thereof.

Section 7.2.1.1.

Employees who are required to perform duties during their meal break period will be provided an unpaid meal break period at a time agreed upon by the employee and the supervisor. In the event that the District requires an employee to forego a meal break period and the employee works the entire shift without the required meal break period, then the employee will be compensated for the foregone meal break period.

Section 7.3. Overtime.

For all hours worked in excess of forty (40) per week, an employee shall be compensated one and one-half times their regular hourly rate.

Section 7.4.

Any call back to work noncontiguous with the regular shift shall be for a minimum of one (1) hour.

Section 7.5.

In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the District will attempt to notify each employee. The notification will be in the form of an automated call. If an employee's workday is of less time than regularly scheduled due a delay or early closure, the employee shall have one (1) of the following four (4) options:

- a. The supervisor and the employee will mutually schedule the unworked hours;
- b. The employee may request debiting his/her personal leave;
- c. The employee may accept a deduction of pay for the unworked hours and
- d. The employee may use emergency leave.

If the employee does not select one (1) of the above options, by submitting a completed Rescheduling Workday Form to the Payroll Coordinator within three (3) business days, emergency leave “option d” will be used to cover the unworked time; provided, however, those employees with insufficient accumulated sick leave will receive a deduction of pay “option c” for the unworked hours.

Section 7.6.

If an employee is requested to work in a position normally filled by a higher classification, said employee shall receive the higher rate of pay at their step level. If an employee is requested to work in a position normally filled by a lower classification, said employee shall receive their own higher rate of pay, subject to Section 15.12 of the Agreement.

Section 7.7. Compensatory Time Off.

An employee may, at his/her option, request compensatory time off in lieu of overtime compensation or for hours worked in addition to their regularly scheduled shift. Compensatory time, if granted, may be accrued; provided, however, that records shall be maintained and there must be a reasonable expectation that the employee will be provided an opportunity to expend the accrued time.

Compensatory time in lieu of overtime as provided in this Article shall be accrued at the rate of one and one-half (1½) hours for each hour worked. No employee may work overtime without the prior approval of their supervisor. Any accrued but unused compensatory time remaining at the end of the employee's normal work year shall be cashed out on the final pay warrant of the work year.

Section 7.8.

Classified staff development is important. Classified employees shall not experience a reduction in pay when the school calendar calls for an early dismissal or late start for the purpose of staff training. On these days, classified employees are to remain on the job for their regular number of hours and pay. They are to participate in training unless otherwise excused by their supervisor.

Classified employees shall not experience a reduction in pay during parent-teacher conferences. On these days, classified employees are to remain on the job working and to the extent possible, participate in or otherwise support the parent-teacher conferences.

Classified “school year only” employees will work a full day and be paid for a full day on the day before Thanksgiving, day before Christmas break and the last day of the school year.

Section 7.9.

In the event an employee performs duties as a District employee outside the bargaining unit, e.g., emergency substitute teacher, on a temporary basis all fringe benefits contained in this Agreement shall continue uninterrupted.

ARTICLE VIII
HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

All eligible employees in the unit shall receive the following paid holidays which fall within their work year:

- | | |
|---------------------------|-------------------------------|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Martin Luther King Day | 9. Day after Thanksgiving Day |
| 3. Presidents' Day | 10. Day before Christmas |
| 4. Memorial Day | 11. Christmas Day |
| 5. Fourth of July | 12. Day after Christmas Day |
| 6. Labor Day | (for all 12-month employees) |
| 7. Veterans Day | |

Section 8.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked either their last scheduled shift preceding the holiday and/or their first scheduled shift succeeding the holiday, or are on paid leave for such days, shall be eligible for pay for such unworked holiday.

Section 8.1.2. Worked Holidays.

Employees who are required to work on the above described holidays shall receive twice their standard rate for all hours worked on such holidays.

Section 8.1.3.

Should a holiday occur while an employee is on vacation, that day will not be counted against their vacation leave.

Section 8.1.4.

Holidays listed above will be observed pursuant to state law. Unless the law is later changed, this means that if a holiday falls on a Sunday, Monday will be the holiday; if a holiday falls on a Saturday, Friday will be the holiday.

1 **Section 8.2. Vacation Formula.**

2
3 Actual Hours Worked In Assignment = Percent of Full-Time
4 2,080 Hours (260 Days x 8)

5
6

	<u>Year</u>	
7 9 Month	1	= 5 days (5 days x 8 hours x % = Vacation hours earned)
8 12 Month	1	= 10 days (10 days x 8 hours x % = Vacation hours earned)
9	2	= 10 days (same as above)
10	3	= 11 days (11 days x 8 hours x % = Vacation hours earned)
11	4	= 12 days (12 days, etc)
12	5	= 13 days (13 days, etc)
13	6	= 14 days (14 days, etc)
14	7	= 15 days (15 days, etc)
15	8	= 16 days (16 days, etc)
16	9	= 17 days (17 days, etc)
17	10	= 18 days (18 days, etc)
18	11	= 19 days (19 days, etc)
19	12	= 20 days (20 days, etc)

20

21 **Section 8.2.1.**

22 Scheduling of vacations is for 260-day employees only, and will require approval of the
23 immediate supervisor. Vacations shall be scheduled at the request of the employee, with
24 administrator approval, unless such vacation adversely disrupts the normal activities of the
25 District. Such judgment of the school administration shall not be unreasonably exercised. All
26 requests for vacation must be received by the immediate supervisor at least two (2) weeks in
27 advance if five (5) days or more are intended to be used; if less than five (5) days are intended
28 to be used, such request must be received at least five (5) days in advance unless there is an
29 emergency situation. If the employee has been denied two (2) vacation requests in a row by the
30 immediate supervisor, and believe they have been unreasonably denied, he/she may file a
31 grievance to that effect at Step Two. Any such grievance will be responded to at Step Two
32 within five (5) days of being filed.
33

34 **Section 8.2.1.1.**

35 Payment for vacation for less than twelve (12) month contracted employees shall be
36 made in twelve (12) month equal installments beginning in September of each year, in
37 lieu of time off. Payment for vacation for less than twelve (12) month timesheet
38 employees shall be made in one (1) installment in July, in lieu of time off.
39

40 **Section 8.2.2.**

41 It is the intention that all annual vacation days for two hundred sixty (260) day employees shall
42 be used during each work year (September through August 31). If an employee's request for
43 vacation leave is denied by the employer, and the employee is close to the maximum vacation
44 leave (thirty days), the employer must grant an extension for each month that the employer
45 defers the employee's request for vacation leave. The employer must maintain a statement of
46 necessity justifying the extension. Each full time two hundred sixty (260) day employee shall
47 be allowed to accumulate unused vacation days not to exceed thirty (30) days (accumulated and
48 earned). Vacation balances shall be calculated and front loaded at the beginning of the work

1 year (September 1st). Any unused vacation time (accrued and earned) that exceeds thirty (30)
2 days will be forfeited at the end of the work year (August 31st), except as provided herein.
3
4

5 ARTICLE IX

6 SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE

7 **Section 9.1. Leave For Illness, Injury And Emergency.**

8
9 The District shall grant each full-time, twelve (12) month employee, twelve (12) sick leave days
10 annually. Employees who work less than twelve (12) months shall be prorated on the basis of one (1)
11 day sick leave (work day) per month employed. Employees who are scheduled to work in at least nine
12 (9) months shall be credited with no less than ten (10) sick leave days annually. Whenever an
13 employee works eleven (11) or more days in any one calendar month, he/she shall receive sick leave
14 credit for the entire month. Each employee's portion of unused sick leave allowance shall accumulate
15 from year to year to a maximum of one hundred eighty (180) days. The District shall project the
16 number of annual days of sick leave at the beginning of the school year according to the estimated
17 calendar months the employee is to work during that year. The employee shall be entitled to the
18 projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be
19 paid on an hourly rate basis applicable to the employee's normal daily work shift; provided, however,
20 that should an employee's normal daily work shift increase or decrease subsequent to an accumulation
21 of sick leave days, sick leave benefits will be paid in accordance with his normal work shift at the time
22 the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily
23 basis. Further, in the event of an increase or decrease in an employee's normal daily work shift, the rate
24 of sick leave accumulation will be adjusted accordingly effective with the first day of any
25 increase/decrease in the daily work shift.
26

27 **Section 9.1.1.**

28 Absence caused by personal illness, injury, doctor/dental/optical appointments, poor health,
29 maternity/paternity, quarantine, or other disability is covered by the Sick Leave provisions.
30 Sick leave can also be used for immediate family (spouse, child or legal dependent under the
31 age of eighteen) illness, injury, or doctor/dental/optical appointments. It is the expectation that
32 employees will schedule routine medical/dental/optical appointments during non-work time.
33 However, when this is not reasonably possible, employees may use accrued sick leave during
34 work time.
35

36 **Section 9.1.1.1.**

37 Employees that have scheduled doctor, dental and/or optical appointments shall make
38 every reasonable effort to notify their immediate supervisor and "sub-online system" (if
39 applicable) at least 72 hours prior to the scheduled appointment, if possible. A
40 verification of an employee's illness or injury must be certified by a physician's note in
41 the event of an absence of more than five (5) consecutive days, if such verification is
42 requested by the administrator.
43
44
45
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47

1 **Section 9.1.2.**

2 Emergency leave shall be granted and deducted from sick leave accumulation with the approval
3 of the superintendent under the following conditions:

- 4
- 5 A. The problem must be suddenly precipitated and of such a nature that preplanning is not
 - 6 possible or where preplanning cannot relieve the necessity of the employee's absence;
 - 7 B. The problem cannot be one of minor importance or of inconvenience, but must be serious;
 - 8 C. Emergency leave shall apply in the case of serious illness in the immediate family to
 - 9 include spouse, child, parent, sister, brother, sibling, grandparent, grandchild, step-parent,
 - 10 parent-in-law, foster child, step-child, step-sister, step-brother. Child means a biological,
 - 11 adopted, foster child, a stepchild, a legal ward, or a child of a person standing in loco
 - 12 parentis. Parent means a biological parent of an employee or an individual who stood in
 - 13 loco parentis to an employee when the employee was a child.
 - 14 D. Weddings and Graduations, if personal leave has been used.

15

16 **Section 9.1.3. Sick Leave Cashout.**

17

18 A. Annual

19 Employees are allowed to cash in unused sick leave days above an accumulation of sixty
20 (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated
21 sick leave days. At the employee's option, they can elect to cash out their unused sick leave
22 days in January, to be paid in the February payroll of the school year following any year in
23 which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at
24 a rate equal to one (1) day's monetary compensation of the employee for each four (4) full
25 days of accrued sick leave. The employee's sick leave accumulation shall be reduced four
26 (4) days for each day compensated.

27 B. Retirement

28 At the time of separation from District employment, an eligible employee as defined by
29 RCW 28A.400.210(2) or the employee's estate shall receive remuneration at a rate equal to
30 one (1) day's current monetary compensation of the employee for each four (4) full days
31 accrued sick leave for illness or injury.

- 32 C. No later than June 1 of each year employees will notify the District of their intention to take
33 sick leave cashout. Such notification is not binding, but employees are encouraged to be as
34 candid as possible in order to assist the District in its budget-making process.

35

36 **Section 9.1.4.**

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

42

43 **Section 9.2. Bereavement Leave.**

44 For the purpose of this Section, family will be defined as spouse, fiancé, parent, step-parent, foster-
45 parent, sibling, step-sibling, foster-sibling, child, step-child, foster-child, grandparents, grandchildren,
46 aunt, uncle, niece, nephew, cousin and/or one who lives in the immediate household. If the absence is
47 due to a death of a family member, corresponding in-laws will be added to the definition of family.

- 1 A. Employees will be granted, as needed, up to five (5) days of regular pay for absences due to the
2 death of a family member. Absences due to death will be available on a per occurrence basis.
3 B. Such leave will not be accumulative nor will it be reduced from the employee's total accumulated
4 sick leave.
5 C. Additional leave may be granted at the discretion of the superintendent as emergency leave.
6 D. Bereavement leave for a friend or relation not mentioned above will be granted per occurrence at
7 the discretion of the superintendent; however, employees shall be entitled to one (1) day per
8 occurrence notwithstanding.
9

10 **Section 9.3. Sick Leave Transfer.**

11 Employees accrued illness, injury and emergency leave while employed by another public school
12 district in the State of Washington, shall be given credit for such accrued illness, injury and emergency
13 leave upon employment by the District.
14

15 **Section 9.4. Jury Leave.**

16 In the event an employee is summoned to serve as a juror, such employee shall receive a normal day's
17 pay for each day of required presence in court; provided, however, that any compensation received for
18 such service shall be deducted from the employee's net pay. Such repayment shall not exceed the
19 employee's normal daily pay less bona fide expenses. Jury leave is not deducted from sick leave or
20 personal leave.
21

22 **Section 9.5. Judicial Leave.**

23 In the event an employee is summoned to appear as a witness in court, or is named as a co-defendant
24 with the District, such employee shall receive a normal day's pay for each day of required presence in
25 court. In the event that an employee is a party in a court action, such employee may request a leave of
26 absence without pay. Judicial leave is not deducted from sick leave or personal leave.
27

28 **Section 9.6. Leave Of Absence.**

29
30 **Section 9.6.1.**

31 Employees requesting a leave of absence will apply through their immediate supervisor who
32 shall make a recommendation to the superintendent. The superintendent will make a
33 recommendation to the Board. The Board will make the final determination.
34

35 **Section 9.6.2.**

36 Upon Board approval, an employee may be granted a leave of absence for a period not to
37 exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1)
38 additional year may be granted.
39

40 **Section 9.6.3.**

41 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
42 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
43 the employee is on leave of absence; provided, however, that if such leave is approved for
44 serving in the US Military/Homeland Security or for extended illness or injury, seniority shall
45 accrue.
46
47
48

1 **Section 9.6.4.**

2 If employees accept other employment while on leave of absence, they must get the prior
3 approval of the District or forfeit all re-employment rights.
4

5 **Section 9.6.5.**

6 An employee on a leave of absence will return to the District to the position previously held or
7 a position with comparable wages, hours, and working conditions, at the District's discretion,
8 provided notice of intent to return has been received by the District. Placement following a
9 leave of absence shall be consistent with the employee's seniority and subject to layoffs that
10 may have occurred during the employee's leave. Notice of intent to return from leave must be
11 received by February 15th of the school year prior to his/her intended return.
12

13 **Section 9.7. Personal Leave.**

14 Each employee is entitled to two (2) personal leave days with pay with the following restrictions:
15

- 16 A. Employees may use personal leave for any purpose; however, such leave must be taken before
17 requesting emergency leave, which may be granted at the superintendent's discretion. Employees
18 may not be compensated by another employer on a personal leave day.
19 B. The personal leave shall be with pay.
20 C. Leave is contingent upon the approval of the immediate supervisor and on the availability of
21 substitutes. Personal leave will be requested in writing by using the District's official Leave Form
22 within five (5) days.
23 D. Personal leave may be accumulated up to four (4) days and if unused the excess days may be
24 cashed in at the employee's normal daily rate of compensation (regular hourly rate x regular
25 scheduled daily hours) at the request of the employee utilizing the District form. The form must be
26 approved by the employee's supervising administrator and turned into the District Office Payroll
27 and Benefits Coordinator by June 15.
28 E. Any new employee hired into the District after February 1st, receives one (1) day of personal leave.
29 F. Personal Leave is not deducted from sick leave.
30

31 **Section 9.8. Leave Sharing.**

32 The District shall implement a leave sharing program pursuant to RCW 28A.400.380 which considers
33 the donating and receiving of leave on an individual employee basis.
34

35 **Section 9.9. Military Leave.**

36 Any employee who is called to active duty in any organized reserve or Armed Forces of the United
37 States (including the Army, Navy, Air Force, Marines, Coast Guard or National Guard) shall be
38 granted a leave of absence from their position with the District for the period prescribed in their orders.
39 Employees so called to active duty shall retain accrued seniority and benefits, but shall not continue to
40 accrue seniority or benefits while on such leave. An employee returning from such leave shall be
41 returned to the position previously held or a position with equal wages, hours and benefits to their
42 previously held position, at the District's discretion.
43

44 **Section 9.10. Unpaid Leave.**

45 Unpaid leave for up to a single day at a time may be granted an employee for personal reasons at the
46 discretion of the Superintendent.
47

48 **Section 9.11. Assault Leave.**

- 1
2 A. Any assault and battery upon an employee while acting within the scope of his or her
3 employment shall be reported promptly to the employee's immediate supervisor.
4
5 B. Whenever an employee is absent from employment and unable to perform his or her duties as a
6 result of personal injuries sustained due to an assault and battery as defined in A above, the
7 employee will be paid full salary for the period of absence, up to one (1) year from date of
8 injury, less the amount of any Workers' Compensation award or benefits. No part of such
9 absence will be charged to the annual or accumulated sick leave.
10
11
12

13 **ARTICLE X**

14
15 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**
16

17 **Section 10.1.**

18 The seniority of an employee within the bargaining unit shall be established as of the date on which the
19 employee began continuous daily employment [hereinafter "hire date" (adjusted for leave of absence as
20 per Section 9.5.3)] unless such seniority shall be lost as hereinafter provided.
21

22 **Section 10.1.1.**

23 In the event that more than one employee has the same hire date, then seniority order shall be
24 established permanently by the following criteria: the employee with the earliest application
25 date shall be considered the most senior; or, if more than one employee has the same hire date
26 and the same application date, the employees shall be placed on the seniority list in alphabetical
27 order.
28

29 **Section 10.2.**

30 Each new hire shall remain in a probationary status for a period of not more than ninety (90) working
31 days following the hire date. During this probationary period the District may discharge such employee
32 at its discretion.
33

34 **Section 10.3.**

35 Upon completion of the probationary period, the employee will be subject to all rights and duties
36 contained in this Agreement retroactive to the hire date.
37

38 **Section 10.4.**

39 The seniority rights of an employee shall be lost for the following reasons:
40

- 41 A. Resignation;
42 B. Discharge for justifiable cause;
43 C. Retirement; or
44 D. Change in general job classification, as hereinafter provided.
45

46 **Section 10.5.**

47 Seniority rights shall not be lost for the following reasons, without limitation:
48

- 1 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 2 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
- 3 States;
- 4 C. Time spent on other authorized leave; except as provided in Section 9.5.3; or
- 5 D. Time spent in layoff status as hereinafter provided.

6
7 **Section 10.6.**

8 Seniority rights shall be effective within each general job classification, except as specified in Section
9 10.7.1. As used in this Agreement, general job classifications are those set forth in Article I, Section
10 1.4.

11
12 **Section 10.6.1.**

13 By October 1st of each year, the District will distribute to all employees in the Union, a
14 seniority list ranking each employee from greatest to least seniority within each general job
15 classification in the bargaining unit.

16
17 **Section 10.6.2.**

18 Any staff member may, in writing, and within five (5) days of receipt of the list, file with the
19 superintendent his/her objection to the seniority order. The employee may request consideration
20 for the modification of the seniority order based on the information in the District's possession.
21 Employee must include in the request a full statement as to the facts on which the employee
22 contends the list should be modified. If the superintendent rejects the employee's request for
23 modification of the list, the superintendent will do so in writing, and provide the employee and
24 the Union with copies thereof.

25
26 **Section 10.7.**

27 The employee with the earliest hire date, (adjusted for leave of absence as per Section 9.5.3), shall
28 have preferential rights regarding assignment to new or open jobs or positions, hours of employment
29 not constituting a layoff as defined in Section 10.9 of the Agreement, and layoffs (as hereinafter
30 provided), when ability, performance, and reasonable qualifications are substantially equal with junior
31 employee and/or non-employee applicant. If the District determines that seniority rights should not
32 govern because a junior employee and/or non-employee applicant possesses ability, performance, or
33 reasonable qualifications substantially greater than a senior employee or senior employees, the District
34 shall set forth in writing to the employee or employees and the Union's Grievance Committee
35 chairperson its reasons why the senior employee or employees have been bypassed.

36
37 **Section 10.7.1.**

38 If an employee meets the minimum qualifications, the employee applicant with the earliest hire
39 date shall have preferential rights to be assigned to a new or open position in the Specialist
40 general job classification. If the District determines that seniority rights should not govern
41 because a junior employee and/or non-employee applicant possesses ability and performance
42 substantially greater than a senior employee or senior employees, the District shall set forth in
43 writing to the employee or employees and the organization's grievance committee chair its
44 reasons why the senior employee or employees have been bypassed.

1 **Section 10.8.**

2 The District shall publicize within the bargaining unit, for five (5) full business days, the availability of
3 bargaining unit open positions as soon as possible after the District becomes aware of the opening. A
4 copy of the job posting shall be forwarded to the Union members.
5

6 During the summer break, specifically between the last day of the previous school year and the first
7 day of the following school year, advertising for positions will be done simultaneously, in district and
8 externally.
9

10 **Section 10.8.1.**

11 Substitute and Temporary positions which last longer than sixty (60) consecutive work days or
12 are projected to last longer than sixty (60) consecutive work days shall be posted as a regular
13 position, unless such positions are being filled due to the absence of an employee on approved
14 leave, or time loss. This limit may also be extended by mutual consent of the parties.
15

16 **Section 10.9.**

17 In the event of layoff, reduction of one (1) or more hour per day during any eighteen (18) month period
18 or any reduction in hours of employment that reduces the District insurance contribution pursuant to
19 Section 12.1.2 of the Agreement, the following procedure shall apply:
20

- 21 A. Layoffs will be in order of seniority date in a general job classification, as enumerated in Section
22 1.4, and these dates will be calculated as described below;
- 23 B. A seniority list for layoff purposes shall be drawn up for each general job classification according
24 to the criteria below;
- 25 C. For employees who have worked in only one (1) classification, their seniority date shall be their
26 District hire date;
- 27 D. Employees who have worked in more than one (1) general job classification shall be placed on the
28 layoff seniority list for the last two (2) general job classifications in which they have worked at
29 least one (1) calendar year. An employee's seniority date for any classification shall be the date
30 they began work in that general job classification. If an employee is laid off from their current
31 general job classification and they have seniority in a previously held general job classification,
32 they shall have the right to displace ("bump") any employee who is below them on the list for the
33 previous general job classification, provided they are qualified to perform the work and further
34 provided that they may not displace an employee in a position with higher annual compensation.
- 35 E. The District may not lay off a senior employee before a junior employee in any general job
36 classification unless the junior employee performs a job for which no senior employee in the
37 general job classification is qualified to perform. Should this occur, the District must inform the
38 Union President in writing the name and position of the junior employee and the rationale for
39 retaining him or her out of seniority order.
40

41 **Section 10.9.1.**

42 In the event of a layoff, employees so affected are to be placed on a reemployment list
43 maintained by the District according to general job classification seniority date. There shall be
44 a separate list for each general job classification. Such employees are to have priority in filling
45 an opening in any general job classification which they are on the seniority layoff list for,
46 provided they are qualified to perform the work for the available position. Names shall remain
47 on the reemployment list(s) for twenty-four (24) months.
48

1 **Section 10.9.2.**

2 Employees on layoff status shall file their addresses in writing with the Personnel Office of the
3 District and shall thereafter promptly advise the District in writing of any change of address.
4

5 **Section 10.9.3.**

6 An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee
7 does not comply with the requirements of Section 10.9.2, or if the employee does not respond
8 to the offer of reemployment within three (3) days if communicated orally or seven (7) days if
9 written.
10

11 **Section 10.9.4.**

12 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all
13 other accrued benefits; provided that such employee is offered a position comparable to that
14 held prior to layoff.
15

16 **Section 10.9.5.**

17 The District shall make every effort to notify less than twelve (12) month employees of
18 re-employment opportunity by June 10th of the current school year.
19
20

21 **ARTICLE XI**

22 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

23
24
25 **Section 11.1.**

26 The District shall have the right to discipline an employee by oral warnings, written reprimands,
27 suspensions without pay, or discharge for justifiable cause. The issue of justifiable cause shall be
28 resolved in accordance with the grievance procedure hereinafter provided.
29

30 **Section 11.2.**

31 Except in extraordinary cases, the District will give an employee two (2) weeks notice of intention to
32 dismiss. The District will expect the employee to give two (2) weeks notice in case of resignation.
33

34 **Section 11.3.**

35 Nothing contained herein shall be construed to prevent the District from immediately discharging an
36 employee for justifiable cause in extraordinary cases.
37

38 **Section 11.4.**

39 An employee has the right to be informed of allegations against him/her within seven (7) working days
40 of the making thereof and employees shall receive advanced notice to the extend reasonably possible,
41 at the discretion of the immediate supervisor, of investigatory interviews in which the employee is
42 questioned regarding circumstances that could reasonably lead to employee discipline.
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ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.

For each year this Agreement is in effect, the District agrees to contribute the State-funded amount per FTE per month (one FTE equals 1,440 annual hours for insurance benefit purposes only as specified below) per employee for the purposes of purchasing District approved insurance benefits. Such District insurance contributions shall be made for premium payments in compliance with State law. The District may deduct from this amount the mandatory Health Care Authority Retirees' Benefits Subsidy contribution (as prorated). Any unused District contributions shall be pooled for the purpose of paying for excess premiums for bargaining unit members in compliance with State law.

Section 12.1.1.

Employees working four (4) or more hours per day shall be covered in the District's dental/vision insurance program, for which premiums shall first be taken out of the benefits. Employees working less than four (4) hours per day shall not be eligible for dental/vision coverage. All employees shall be eligible for participation in medical coverage from benefits and, if necessary, payroll deduction.

Section 12.1.2. Insurance Eligibility.

Eligibility is determined as follows:

- A. Employees who work more than thirty (30) hours per week shall receive the full (one FTE) state-funded amount;
- B. Employees who work at least twenty (20) but not more than thirty (30) hours per week shall receive two-thirds (2/3) at the full state-funded amount.
- C. Employees who work less than twenty (20) hours per week shall not receive a district insurance contribution.

Section 12.2.

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

Section 12.3.

The District will pay insurance benefits when an employee is absent due to an industrial accident covered by Workmens' Compensation (L&I) for a maximum of sixty (60) calendar days or two (2) pay periods, whichever comes first, after all leave (sick, emergency, business, etc.) and accumulated vacation benefits have been exhausted. Beyond that, employees are afforded the option of continuing insurance coverage at their own expense for up to eighteen (18) months.

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ARTICLE XIII

UNION MEMBERSHIP AND CHECKOFF

Section 13.1.

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

Section 13.2.

All employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Union within thirty (30) days of the hire date. Such employee shall then maintain membership in the Union in good standing during the period of this Agreement.

Section 13.3.

The parties recognize that an employee should have the option of declining to participate as a member in the Union, yet contribute financially to the activities of the Union in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Union may pay to the Union each month a service charge as a contribution towards the administration of this Agreement in an amount not to exceed regular monthly dues, less assessments. This service charge shall be collected by the Union in the same manner as monthly dues.

Section 13.4.

Nothing contained in this Agreement shall require Union membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.

Section 13.5.

The District will notify the Union of all new hires upon request.

Section 13.6.

The District shall deduct PSE dues, service charges or voluntary political contributions as provided in Section 13.9 from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington / SEIU 1948 on a monthly basis.

Section 13.7. Local/Chapter Dues.

The District shall deduct PSE local Chapter dues separately and remit such funds directly to the local Chapter Treasurer on a monthly basis, or within thirty (30) days of the deduction of the dues.

1 **Section 13.8. Classified Employee Report to the Union.**

2 The District shall submit a monthly report (to accompany the monthly transmission of dues to PSE) to
3 the Treasurer of the Public School Employees of Washington / SEIU 1948 listing the name, social
4 security number, and amount of PSE dues deducted for each bargaining unit employee.
5

6 **Section 13.9**

7 The District shall, upon receipt of a written authorization form that conforms to legal requirement,
8 deduct from the pay of such bargaining unit employee, the amount of contribution the employee
9 voluntarily chooses for deduction for political purposes to the Committee on Political Empowerment
10 (COPE) and shall transmit the same to the Union on a check separate from the Union dues transmittal
11 check.
12
13

14 **ARTICLE XIV**
15
16 **GRIEVANCE PROCEDURE**
17

18 **Section 14.1.**

19 Grievances or complaints arising between the District and its employees within the bargaining unit
20 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
21 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.
22

23 **Section 14.1.1. Union Grievances.**

24 In cases where the Union believes there to be a violation of the Agreement which effects more
25 than one employee, the bargaining unit as a whole, or is caused by an action of the
26 Superintendent or School Board or cannot be remedied by an administrative official other than
27 the Superintendent, then the Union may file an "Union Grievance," which would be initiated at
28 "Step III" (Section 14.2.3) no later than twenty (20) working days after the occurrence of the
29 grievable action or within twenty (20) working days of the day that the Union should have
30 become aware of the grievable action.
31

32 **Section 14.2. Grievance Steps.**

33
34 **Section 14.2.1. Step I.**

35 Employees shall first discuss the grievance with his/her immediate administrative supervisor. If
36 the employee wishes, he/she may be accompanied by an Union representative at such
37 discussion. All grievances not brought to the immediate supervisor in accordance with the
38 preceding sentence within twenty (20) working days of the occurrence of the grievance shall be
39 invalid and subject to no further processing.
40

41 **Section 14.2.2. Step II.**

42 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
43 subsection, the employee shall reduce to writing within ten (10) working days of the oral
44 decision a statement of the grievance containing the following:
45

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

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

8
9 **Section 14.2.3. Step III.**

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

17
18 **Section 14.2.4. Arbitration.**

19 If no satisfactory settlement is reached by the Superintendent/Designee, the Union within
20 fifteen (15) working days of the receipt of the Superintendent/Designee decision may appeal
21 the final decision of the Employer to the American Arbitration Association for arbitration under
22 the voluntary rules. Any grievance arising out of a violation of this Agreement may be
23 submitted to arbitration unless specifically and expressly excluded within this Article.

24
25 The Arbitrator shall hold a hearing as soon as possible. Ten (10) working days notice shall be
26 given to both parties of the time and place of the hearing. The arbitrator will issue his decision
27 within twenty (20) days from the date final written briefs have been submitted or if revised by
28 both parties, thirty (30) calendar days after the completion of the hearing.

29 The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning,
30 and conclusions on the issues submitted to him/her. The decision of the Arbitrator shall be final
31 and binding upon the Employer, the Union and the Grievant(s).

32
33 **Section 14.2.4.1. Jurisdiction Of Arbitrator.**

34 The arbitrator shall be without power or authority to add to, subtract from or alter any of
35 the terms of this Agreement.

36
37 The arbitrator shall be without power or authority to make any decision which requires
38 the commission of an act prohibited by law.

39
40 The arbitrator shall have no power or authority to rule on any of the following and this
41 agreement shall be construed such that no rights are intended which cover any of the
42 following:

43
44 A. The termination of services of or failure to re-employ any probationary employee.

45
46 **Section 14.2.4.2. Time Limits.**

47 Time limits provided in this procedure may be extended by mutual agreement when
48 signed by the parties.

1
2 Failure on the part of the Employer at any step of this procedure to communicate the
3 decision on a grievance within the specific time limit, shall permit the Union to lodge an
4 appeal at the next step of this procedure.

5
6 Any grievance not advanced by the grievant from one step to the next within the time
7 limits of that step shall be deemed resolved by the employer's answer at the previous
8 step.

9
10 **Section 14.2.4.3. Costs.**

11 The fees and expenses of the arbitrator shall be shared equally by the parties. All other
12 expenses shall be borne by the party incurring them.

13
14 **Section 14.3.**

15 The Employer shall not discriminate against an individual employee or the Union for taking action
16 under this Article.

17
18 **ARTICLE XV**

19
20 **EMPLOYEE COMPENSATION AND WORKING CONDITIONS**

21
22
23 **Section 15.1.**

24 Employees shall be compensated in accordance with the provisions for this Agreement for all hours
25 assigned and worked.

26
27 **Section 15.2.**

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

30
31 **Section 15.2.1.**

32 For the purpose of placement on the salary schedule, employees shall receive credit for a full
33 year, provided they are on the payroll prior to February 1st of the preceding year.

34
35 **Section 15.3.**

36 For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (¼)
37 hour.

38
39 **Section 15.4.**

40 Any employee on School District business at the direction of the supervisor required to travel from one
41 site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-
42 mile basis at the rate established by the District for all its employees. Meals, while on District business,
43 outside of an employee's regularly scheduled shift, shall be reimbursed for meal costs, at the rate
44 established by the District for all its employees, upon presentation of a duly executed receipt.

45
46 **Section 15.5.**

47 The District agrees to transfer accrued longevity (but NOT seniority), sick leave and other benefits as
48 provided by State law. Accrued vacation may not be carried over from another District, however,

1 employees shall be given credit for years of service in Washington State Public Schools for the
2 purposes of calculating annual vacation benefits.

3
4 **Section 15.6.**

5 The District agrees to budget funds for District approved Training and Professional Development for
6 bargaining unit employees. The District further agrees to meet and consult during the budget
7 development process to establish guidelines and priorities for such training and professional
8 development, which may include a tuition reimbursement program.

9
10 **Section 15.7.**

11 Any State funding for tuition reimbursement and funding in support of pathway(s) to instruction
12 certification will be made available to employees.

13
14 **Section 15.8.**

15 Should fingerprinting, background checks, drug testing, immunizations, inoculations or additional
16 medical examinations become a requirement for continued employment with the District, the District
17 agrees to negotiate the responsibility for incurring the cost with the Union before implementation.
18 Should State or Federal drug testing become mandatory at any time during the life of this Agreement,
19 the parties agree to reopen this section at the request of either party to negotiate new and/or additional
20 language for this section.

21
22 **Section 15.9.**

23 An employee who is physically threatened by a person or group while carrying out the employee's
24 assigned duties, shall immediately notify his/her immediate supervisor. The supervisor shall take
25 immediate steps, in cooperation with the employee, to provide for the employee's safety.

26
27 **Section 15.10.**

28 The hourly rates on Schedule A will be increased by the State Salary Increase Percentage, in addition
29 to any incremental increases, for the duration of this Agreement.

30
31 **Section 15.11.**

32 Employees shall receive longevity pay based on years of service to the District as follows:

- 33
- 34 A. Employees who have completed twenty-five years (25) of service with the District will receive a six
35 percent (6%) longevity increase in addition to their regular hourly rate, stated on Schedule A.
 - 36 B. Employees who have completed twenty (20) years of service with the District will receive a four
37 percent (4%) longevity increase in addition to their regular hourly rate, stated on Schedule A.
 - 38 C. Employees who have completed fifteen (15) years of service with the District will receive a two
39 percent (2%) longevity increase in addition to their regular hourly rate, stated on Schedule A.

40
41 Longevity increases shall be effective September 1. Years of service shall be calculated in the same
42 manner as vacation accrual.

43
44 **Section 15.12.**

45 Employees designated as a Para Educator-Classroom cannot be placed into a role that requires
46 specialized training until they have received the appropriate training as outlined by requirements of the
47 specified program. Examples may include a position that requires restraint training or very specific
48 behavioral interventions.

1
2 Employees involuntarily transferred to a lower paid job grade in the middle of the school year shall not
3 suffer a reduction in pay until the beginning of the next school year. Reassigning an employee due to a
4 senior employee displacing/bumping a less senior employee) pursuant to a reduction in force shall not
5 be considered an involuntary transfer for purposes of this section.
6

7 For example, when an employee is hired and classified as Para Educator-Severely Disabled, the
8 employee will remain in that classification as long as the individual student need continues to exist. If
9 the individual student need no longer exists (example: Student moves out of the district), the district
10 can reassign the employee to Para Educator-Classroom classification duties. The change in duties will
11 not trigger a reduction in pay until the beginning of the next school year. Thereafter, the employee will
12 be compensated at the Paraeducator-Classroom rate as outlined in Schedule A and remain in that
13 classification until another individual student need exists for an additional Para Educator-Severely
14 Disabled (example: Student moves into the district) or the district determines there is a need to a
15 reduction in force.
16

17 **Section 15.13.**

18 Employees subject to this Agreement, during the term of this Agreement, are eligible for additional
19 compensation if they meet one or more of the following criteria:
20

- 21 A. Employees that have an Associate of Arts (AA) degree shall receive a twenty-five cent (\$0.25) per
22 hour increase to their regular hourly rate, as long as the District has received proper documentation
23 of the degree by September 25th of the current school year in order to be applicable to the current
24 year salary.
25 B. Employees that have a Bachelor of Arts or Science (BA or BS) (including AA) degree shall receive
26 a fifty cent (\$.050) per hour increase to their regular hourly rate, as long as the District has received
27 proper documentation of the degree by September 25th of the current school year in order to be
28 applicable to the current year salary.
29

30 **Section 15.4.**

31 In the event a discrepancy in pay is identified by the employee or the District, the District shall
32 compensate the difference in back pay to September 1 of the current school/fiscal year only.
33
34

35 **ARTICLE XVI**

36 **TERM AND SEPARABILITY OF PROVISIONS**

37
38 **Section 16.1.**

39 The term of this Agreement shall be from September 1, 2017 to August 31, 2020.
40
41

42 **Section 16.1.1.**

43 Regular employees shall receive twelve (12) paychecks per year. Consistent with payroll
44 processing requirements and capabilities, each employee shall receive a full accounting and
45 itemization of authorized deductions, hours worked, and rates paid for each pay period. The
46 twelve (12) month pay process shall begin with October, 1996 payroll. Changes such as
47 deducts, extra time, etc., shall be made during the month they are reported on the time sheet.
48 Payment shall be by electronic funds transfer, to a bank or financial institution of the

1 employee's choosing. Exceptions shall be considered on a case by case basis at the
2 Superintendent's discretion. No employee may be required to have an account with a bank or
3 other financial institution and shall not be disciplined for failing to do so.
4

5 **Section 16.2.**

6 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
7 parties in writing. The agreement shall be reopened, at the option of the Union to consider the impact
8 of any legislation enacted following execution of this Agreement. The District and Union shall meet to
9 conduct a wage comparison study on or about February, 2018, after which, at the option of the Union,
10 Schedule A shall be reopened to address the results of the study.
11

12 In the event the District executes an agreement with a bargaining unit of fifty (50) or more members
13 that provides compensation for the retiree subsidy, the District agrees to pay that same benefit to this
14 bargaining unit. In the event the District executes an agreement to pay more than the State-funded amount
15 per FTE or contribute supplemental dollars for insurance benefits with a bargaining unit of fifty (50) or
16 more members, at the option of the Union, the Agreement shall be reopened to the extent necessary to
17 negotiate the payment of such additional compensation to the bargaining unit.
18

19 **Section 16.3.**

20 If any provision of this Agreement or the application of any such provision is held invalid, the
21 remainder of this Agreement shall not be affected thereby.
22

23 **Section 16.4.**

24 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
25 State or Federal statutes or regulations promulgated pursuant thereto.
26

27 **Section 16.5.**

28 In the event either of the two (2) previous sections is determined to apply to any provision of this
29 Agreement, such provision shall be renegotiated pursuant to Section 16.2., upon request.

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF FORKS

QUILLAYUTE VALLEY SCHOOL
DISTRICT #402

BY: Cathleen Johnson
Cathleen Johnson, Chapter President

BY: Diana C. Reaume
Diana Reaume, Superintendent

DATE: 7-24-17

DATE: 6-27-17

School Board Members:

Bill Rohde
Bill Rohde

Ron Hurn
Ron Hurn

Val James Giles

Mike Reaves
Mike Reaves

Kevin Hinch
Kevin Hinch

SCHEDULE A
PUBLIC SCHOOL EMPLOYEES OF FORKS
****SEPTEMBER 1, 2016 – AUGUST 31, 2017**

General Job Classification And Position Title	Probation	Step One (1 Year)	Step Two (5 Year)	Step Three (10 Year)	Step Four (15+ Year)	Grandfather Rates (3 Year)	Grandfather Rates (25+ Year)	Substitute Rate
ADMINISTRATIVE ASSISTANT								
Office Coordinator	\$15.99	\$17.48	\$17.91	\$18.24	\$18.58	NA	\$18.92	\$15.20
Office Secretary	\$15.20	\$16.57	\$16.99	\$17.32	\$17.63	NA	\$17.95	
INSTRUCTIONAL SUPPORT								
ParaEducator-Classroom	\$12.93	\$14.22	\$14.62	\$14.89	\$15.15	\$14.62	NA	\$12.93
ParaEducator-Severely Disabled	\$13.69	\$15.07	\$15.48	\$15.78	\$16.08	NA	NA	
CUSTODIAL								
Custodian	\$15.15	\$16.71	\$17.16	\$17.49	\$17.81	NA	\$18.13	\$15.15
MAINTENANCE								
General Maintenance	\$16.31	\$17.97	\$18.49	\$18.84	\$19.19	NA	NA	\$16.31
FOOD SERVICE								
Cook	\$13.25	\$14.52	\$14.92	\$15.20	\$15.47	\$14.92	NA	\$13.25
MISCELLANEOUS CLASSIFIED POSITIONS								
Behavior Facilitator	\$15.20	\$16.57	\$16.99	\$17.32	\$17.63	NA	NA	\$14.46
Digital Skills Specialist	\$14.55	\$16.10	\$16.53	\$16.85	\$17.15	NA	NA	
Edgenuity Coordinator	\$14.55	\$16.10	\$16.53	\$16.85	\$17.15	NA	NA	
ECEAP Lead Teacher w/BA	\$15.42	\$17.06	\$17.50	\$17.85	\$18.18	NA	NA	
ECEAP Lead Teacher w/AA	\$15.22	\$16.81	\$17.24	\$17.57	\$17.89	NA	NA	
ECEAP Lead Teacher enrolled in AA Program	\$14.76	\$16.30	\$16.72	\$17.30	\$17.36	NA	NA	
ECEAP Assistant Teacher	\$12.93	\$14.22	\$14.62	\$14.89	\$15.15	NA	NA	
ECEAP Family Service Worker	\$14.85	\$16.38	\$16.80	\$17.11	\$17.43	NA	NA	
Family Service Advocate	\$14.58	\$16.10	\$16.52	\$16.84	\$17.14	NA	NA	
Health Services Assistant	\$15.20	\$16.57	\$16.99	\$17.32	\$17.63	NA	NA	
Health Services Coordinator	\$28.50	\$29.88	\$30.30	\$30.62	\$30.94	NA	NA	
Interpreter/Hearing Impaired	\$16.62	\$18.35	\$18.86	\$19.22	\$19.58	NA	NA	
IT Support Specialist (Unfilled 3/2/15)	\$17.68	\$19.52	\$20.08	\$20.45	\$20.84	\$20.08	NA	
Media/Library Resource Coordinator	\$15.20	\$16.57	\$16.99	\$17.32	\$17.63	NA	NA	
Migrant Home Visitor	\$14.58	\$16.10	\$16.52	\$16.84	\$17.14	NA	NA	
Network Coordinator	\$21.63	\$23.80	\$24.61	\$25.41	\$26.21	NA	\$26.21	
Network Specialist	\$20.69	\$22.88	\$23.56	\$24.02	\$24.46	NA	NA	
Readiness To Learn Coordinator	\$15.96	\$17.63	\$18.16	\$18.51	\$18.84	NA	\$19.19	
School Nurse	\$22.51	\$24.91	\$25.63	\$26.12	\$26.62	NA	NA	
State Assessment Coordinator	\$14.18	\$16.57	\$16.99	\$17.32	\$17.63	NA	NA	

****In accordance with Section 15.10 of the agreement the hourly rates set forth above shall be increased by the State Salary Increase Percentage for the 17-18 fiscal year.**

Employees that have an AA degree shall receive a 25¢ per hour increase to their regular hourly rate. Employees that have a BA or BS (including AA) degree shall receive a 50¢ per hour increase to their hourly wage rate. New employees will remain at one year in the following year for longevity and vacation purposes if hired after the last day of the first semester. Employees that would receive a decrease in pay as a result in the changes from Schedule A in the previous agreement shall be grandfathered at their 2012-13 rates as outlined above. **Includes school vacation periods (holiday, spring and summer vacation)

Quillayute Valley School District
Public School Employees of Forks
 Schedule A September 1, 2017 - August 31, 2018

General Job Classification And Position Title	Probation	Step One (1 Year)	Step Two (5 Year)	Step Three (10 Year)	Step Four (15+ Year)	Grandfather Rates (3 Year)	Grandfather Rates (26+ Year)	Substitute Rate
ADMINISTRATIVE ASSISTANT								
Office Coordinator	\$16.36	\$17.88	\$18.32	\$18.66	\$19.01	NA	\$19.36	\$15.55
Office Secretary	\$15.55	\$16.95	\$17.38	\$17.72	\$18.04	NA	\$18.36	
INSTRUCTIONAL SUPPORT								
ParaEducator-Classroom	\$13.23	\$14.55	\$14.96	\$15.23	\$15.50	\$14.96	NA	\$13.23
ParaEducator-Severely Disabled	\$14.00	\$15.42	\$15.84	\$16.14	\$16.45	NA	NA	
CUSTODIAL								
Custodian	\$15.50	\$17.09	\$17.55	\$17.89	\$18.22	NA	\$18.55	\$15.50
MAINTENANCE								
General Maintenance	\$16.69	\$18.38	\$18.92	\$19.27	\$19.63	NA	NA	\$16.69
FOOD SERVICE								
Cook	\$13.55	\$14.85	\$15.26	\$15.55	\$15.83	\$15.26	NA	\$13.55
MISCELLANEOUS CLASSIFIED POSITIONS								
Behavior Facilitator	\$15.55	\$16.95	\$17.38	\$17.72	\$18.04	NA	NA	\$14.79
Digital Skills Specialist	\$14.88	\$16.47	\$16.91	\$17.24	\$17.54	NA	NA	
Edgenuity Coordinator	\$14.88	\$16.47	\$16.91	\$17.24	\$17.54	NA	NA	
ECEAP Lead Teacher w/BA	\$15.77	\$17.45	\$17.90	\$18.26	\$18.60	NA	NA	
ECEAP Lead Teacher w/AA	\$15.57	\$17.20	\$17.64	\$17.97	\$18.30	NA	NA	
ECEAP Lead Teacher enrolled in AA Program	\$15.10	\$16.67	\$17.10	\$17.70	\$17.76	NA	NA	
ECEAP Assistant Teacher	\$13.23	\$14.55	\$14.96	\$15.23	\$15.50	NA	NA	
ECEAP Family Service Worker	\$15.19	\$16.76	\$17.19	\$17.50	\$17.83	NA	NA	
Family Service Advocate	\$14.92	\$16.47	\$16.90	\$17.23	\$17.53	NA	NA	
Health Services Assistant	\$15.55	\$16.95	\$17.38	\$17.72	\$18.04	NA	NA	
Health Services Coordinator	\$29.16	\$30.57	\$31.00	\$31.32	\$31.65	NA	NA	
Interpreter/Hearing Impaired	\$17.00	\$18.77	\$19.29	\$19.66	\$20.03	NA	NA	
IT Support Specialist (Unfilled 3/2/15)	\$18.09	\$19.97	\$20.54	\$20.92	\$21.32	\$20.34	NA	
Media/Library Resource Coordinator	\$15.55	\$16.95	\$17.38	\$17.72	\$18.04	NA	NA	
Migrant Home Visitor	\$14.92	\$16.47	\$16.90	\$17.23	\$17.53	NA	NA	
Network Coordinator	\$22.13	\$24.35	\$25.18	\$25.99	\$26.81	NA	\$26.81	
Network Specialist	\$21.17	\$23.41	\$24.10	\$24.57	\$25.02	NA	NA	
Readiness To Learn Coordinator	\$16.33	\$18.04	\$18.58	\$18.94	\$19.27	NA	\$19.63	
School Nurse	\$23.03	\$25.48	\$26.22	\$26.72	\$27.23	NA	NA	
State Assessment Coordinator	\$14.51	\$16.95	\$17.38	\$17.72	\$18.04	NA	NA	

Employees that have an AA degree shall receive a 25 cents per hour increase to their regular hourly rate. Employees that have a BA or BS (including AA) degree shall receive a 50 cents per hour increase to their hourly wage rate. New employees will remain at one year in the following year for longevity and vacation purposes if hired after the last day of the first semester. Employees that would receive a decrease in pay as a result in the changes from Schedule A in the previous agreement shall be grandfathered at their 2012-13 rates as outlined above. **Includes school vacation periods (holiday, spring and summer vacation)

1 **Memorandum of Understanding**

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF FORKS AND THE
5 QUILLAYUTE VALLEY SCHOOL DISTRICT #402
6
7

- 8 1. The Union and District agree to meet using the labor-management process as per Section 6.2 to
9 address the following topics:
10
11 a. Formulation of a framework for an annual employee orientation and
12
13 b. Mentorship program for new employees, including substitutes as well as current employees
14 that need assistance and
15
16 2. For the 17-18 school year the District agrees to provide for the availability of devices (probably
17 tablets) for the use of employees that don't have a PC otherwise available to check email on a
18 daily basis. It is agreed that attending to district-related email must be paid worktime in addition
19 to scheduled rest/lunch breaks. For paraeducators that are scheduled in multiple worksites
20 (different classrooms or assigned to playground/lunch room supervision) building administrators
21 will make a reasonable effort to schedule time to attend to district related email, on a daily basis, at
22 the beginning of each school year.
23

24 Employees that do not have sufficient worktime to check email on a daily basis shall discuss the
25 matter with their immediate supervisor. Any such employee that is unsatisfied with the outcome
26 of the supervisory discussion shall request that the matter be addressed by a district office
27 administrator.
28

- 29 3. The parties agree to work toward the formulation of a contractual provision to address
30 compensation for out of town travel associated with work-related meetings and training.
31

32 This Memorandum of Understanding shall become effective September 2, 2017 and shall remain in
33 effect until August 31, 2020; and shall be attached to the current collective bargaining agreement.
34

35 PUBLIC SCHOOL EMPLOYEES
36 OF WASHINGTON/SEIU LOCAL 1948

37 PUBLIC SCHOOL EMPLOYEES
38 OF FORKS

39 QUILLAYUTE VALLEY SCHOOL DISTRICT #402

40
41 BY: Cathleen Johnson
42 Cathleen Johnson, Chapter President

41 BY: Diana Reaume
42 Diana Reaume, Superintendent

43
44
45 DATE: 7-24-17

DATE: 6/27/17

1 **Memorandum of Understanding**

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF FORKS AND THE
5 QUILLAYUTE VALLEY SCHOOL DISTRICT #402.
6

7
8 The District and Union agree to the following provisions in order to make a good faith effort to comply
9 with RCW 28A.400.280.
10

- 11 1. To ensure employees selecting richer benefit plans pay the higher premium, and make progress
12 toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940,
13 each employee included in the pooling arrangement within the CBA who elects medical benefit
14 coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The
15 minimum monthly charge shall be one percent (1%) of their medical plan premium(s), but not
16 dental, vision, LTD and life premiums. Such minimum monthly charge shall be paid regardless
17 of the impact of pooling. For eligible employees selecting the HDHP with a Health Savings
18 Account (HSA), the HSA may be funded out of wages up to the IRS maximum. No district
19 insurance contribution funds or insurance pool funds may be used to fund the HSA.
20 2. The parties shall meet prior to May 1, 2018, to discuss whether to renew or amend this MOU
21 for another year.
22 3. In the event ESSB 5940 is modified or repealed the parties agree to negotiate this MOU.
23 4. Any changes in actual benefits shall be subject to bargaining in accordance with RCW
24 28A.400.280.
25

26 This Memorandum of Understanding shall become effective September 1, 2017; shall remain in effect
27 until August 31, 2018; and shall be attached to the current collective bargaining agreement.
28

29 PUBLIC SCHOOL EMPLOYEES
30 OF WASHINGTON/SEIU LOCAL 1948
31

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33 PUBLIC SCHOOL EMPLOYEES
34 OF FORKS

QUILLAYUTE VALLEY SCHOOL DISTRICT #402

35
36
37
38 BY: Cathleen Johnson
39 Cathleen Johnson, Chapter President
40

BY: Diana C. Reaume
Diana Reaume, Superintendent

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43 DATE: 7-24-17
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DATE: 6/27/17
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