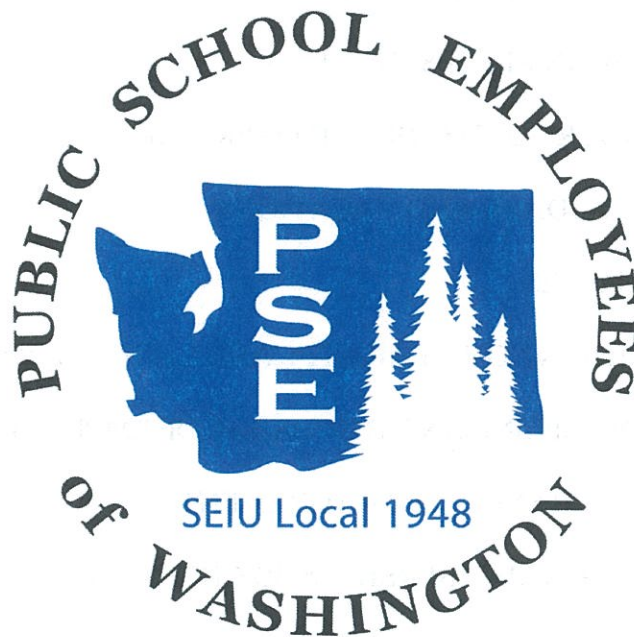


COLLECTIVE BARGAINING AGREEMENT BETWEEN  
QUILLAYUTE VALLEY SCHOOL DISTRICT

AND

PUBLIC SCHOOL EMPLOYEES OF QUILLAYUTE VALLEY

SEPTEMBER 1, 2018 - AUGUST 31, 2021



**Public School Employees of Washington/SEIU Local 1948**  
P. O. Box 798  
Auburn, Washington 98071-0798  
866.820.5652  
[www.pseclassified.org](http://www.pseclassified.org)

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1 **Section 1.5.**

2 Substitute employees who work longer than thirty (30) consecutive days in the previous twelve (12)  
3 months in a general job classification shall be subject to all terms and conditions of this Agreement  
4 with the exception of Article VIII, Article IX, Article X, Article XI and Article XII. It is further  
5 agreed and understood that Substitute Bus Drivers, regardless of bargaining unit status or previous  
6 status as a regular route driver shall not be considered "Eligible Drivers" for activity and field trips  
7 under the terms of Section 7.2.  
8

9 **Section 1.6. Definition of Employees.**

10 For the purpose of this Agreement, the term "regular employee" shall mean any full-time or less than  
11 full-time employee who is given a job assignment of sixty (60) consecutive workdays or more. The  
12 District may request exceptions to this provision through written request of the Union President.  
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16 **ARTICLE II**

17 **RIGHTS OF THE EMPLOYER**

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19  
20 **Section 2.1.**

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

31 **Section 2.2.**

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

40 **RIGHTS OF EMPLOYEES**

41  
42 **Section 3.1.**

43 It is agreed that all employees subject to this Agreement shall have and shall be protected in the  
44 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union,  
45 providing that the exercise of such rights does not interfere with the performance of assigned duties of  
46 employees of the District. The freedom of such employees to assist the Union shall be recognized as  
47  
48



1 extending to participation in the management of the Union, including presentation of the views of the  
2 Union.

3  
4 **Section 3.2.**

5 Each employee shall have the right to bring matters of personal concern to the attention of appropriate  
6 officials of the District, provided that the employee first must follow the prescribed grievance  
7 procedure.

8  
9 **Section 3.3.**

10 Employees of the unit subject to this Agreement have the right to have Union representatives or other  
11 Union members present at discussions between themselves and supervisors, or other representatives of  
12 the District as hereinafter provided.

13  
14 **Section 3.4.**

15 Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement  
16 on the basis of race, creed, color, national origin, age, honorably-discharged veteran or military status,  
17 sex, sexual orientation, marital status, or qualified individuals with disabilities.

18  
19 **Section 3.5.**

20 There shall be only one (1) official personnel file for each employee. Said file shall be kept in the  
21 District Office. Each employee shall have the right upon request, and after making an appointment for  
22 that purpose with the personnel administrator, to review the contents of his/her official personnel file.  
23 The review shall be made in the presence of an administrator designated by the District. During the  
24 review employees shall be allowed to copy any material therein and shall be permitted to make a  
25 written inventory of material there, and, on request, have such inventory signed and dated by a  
26 representative of the District. Employees shall have the right to attach comments or a statement to any  
27 material placed in the personnel file.

28  
29 **Section 3.6.**

30 All performance evaluations reflecting a “needs improvement” or “unsatisfactory” or equivalent  
31 terminology rating in one or more categories shall state specific reasons for the rating, remedial action  
32 necessary by the employee to improve performance and specific remedial training as deemed necessary  
33 by the District.

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37 **ARTICLE IV**

38  
39 **RIGHTS OF THE UNION**

40  
41 **Section 4.1.**

42 The Union is entitled to have a representative at hearings conducted by any District official or body  
43 arising out of grievance and to make known the Union's views concerning the case.

44  
45 **Section 4.2.**

46 The District, as part of the general orientation of each new employee within the unit subject to this  
47 Agreement, shall provide such employee with a copy of this Agreement to be furnished the District by  
48 the Union.

1 **Section 4.3.**

2 The President of the Union and designated representatives may be provided time off without loss of  
3 pay to a maximum of ten (10) days per year total to attend regional or State meetings when the purpose  
4 of those meetings is in the best interests of the District as determined by the District administration.  
5

6 **Section 4.4.**

7 On or before the first day of October of each year during the term of this Agreement, the District shall  
8 provide Public School Employees of Washington with information regarding each employee in the  
9 bargaining unit.  
10

11 **Section 4.5.**

12 Representatives of the Union, upon making their presence known to the District, shall have access to  
13 the District premises during business hours, provided, that no conferences or meetings between  
14 employees and Union representatives will in any way hamper or obstruct the normal flow of work.  
15

16 **Section 4.6. Bulletin Boards.**

17 The District shall provide a bulletin board space in an appropriate place for the use of the Union. The  
18 bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be  
19 signed by the Union official responsible for its posting. Unsigned notices or bulletins may not be  
20 posted. There shall be no other distribution or posting by employees or the Union of pamphlets,  
21 advertising, political matters, notices of any kind, or literature on District property, other than herein  
22 provided.  
23

24 **Section 4.6.1.**

25 The responsibility for the prompt removal of notices from the bulletin boards after they have  
26 served their purpose shall rest with the individual who posted such notices.  
27

28 **Section 4.7. Requests for Disclosure.**

29 Public records requests for documents containing sensitive personal information about specific  
30 employees shall be handled in accordance with applicable state laws and district policies and  
31 procedures. The District will attempt to determine if the employee has consented to the request, and if  
32 not, the District will make a reasonable attempt to provide the employee five (5) business days' notice  
33 prior to disclosing documents that the District concludes are subject to disclosure. The district will  
34 notify PSE in advance of disclosure of any public records, pursuant to a public records request, that  
35 include lists of employees, employee contact information, employee schedules, employee affiliations,  
36 personnel evaluations, or employee financial information. This section does not waive the District's  
37 immunity under RCW 42.56.060 and does not create a personal contractual claim for wrongful  
38 disclosure for failure to provide such notice.  
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**ARTICLE V**

**APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

**Section 5.1.**

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

**Section 5.2.**

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

**Section 5.3.**

The Union will, from time to time, as appropriate, be advised of current and predicted workload information. A grievance of this section shall end at step 2 of the grievance procedure.

**ARTICLE VI**

**UNION REPRESENTATIVE**

**Section 6.1.**

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

**Section 6.2.**

The Union will designate a Conference Committee of three (3) members who will meet with the Superintendent of the District and the Superintendent's representatives on a mutually agreeable regular basis to discuss appropriate matters.

**Section 6.3.**

Union representatives shall be excused to meet at the request of District officials, participate in hearings and disciplinary actions when they cannot be scheduled outside the employee's normal work hours.



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## ARTICLE VII

### HOURS OF WORK AND OVERTIME

#### **Section 7.1.**

Each employee shall be assigned to a definite and regular shift and workweek, which shall include any required cleanup, warm-up, preparation, or wrap up duties and which shall not be changed without prior notice to the employee of three (3) working days, provided that the employee may waive such notice. During emergencies, when a job cannot be completed during regular shift, shifts may be temporarily altered. For purposes of computing a driver's workweek, Thursday morning shall be used as the beginning of the week.

#### **Section 7.1.1.**

The special education driver shall be called at least forty-five (45) minutes prior to the first regular run if a change in hours of work is made for a specific day. Failure to make such a call within the time limit shall allow the employee to work no less than the hours of the regularly scheduled shift.

#### **Section 7.1.2.**

Bus Drivers shall be paid for at least thirty (30) minutes per day for the purposes of bus warm-up, inspection, cleaning, etc. Each extra trip shall be provided an additional thirty (30) minutes for pre-trip duties except when driving their same bus that had been previously pre-tripped that same day, for which they were the last to drive, shall be paid an additional fifteen (15) minutes for pre-trip.

#### **Section 7.2.**

For the sole purpose of assigning student activity and other special transportation trips, the District shall proceed by compiling a list of eligible drivers arranged in descending order by the hire date of each. ("Eligible drivers" is defined as those employees who are assigned a regular to and from bus route and those employees specified in Section 7.2.1.2.) Each eligible driver will inform the Director of Transportation of their desire to remain on the eligibility list by the first school day of each year.

Assignment of activity and field trips shall be made by the District from this eligibility list on a rotating basis, provided that:

- A. An employee loses his eligibility for a particular trip if such trip will place him in an overtime situation and there are other eligible employees.
- B. The first eligible employee has the option of refusing the assignment and losing his eligibility for that turn on the list, except that such employee may not exercise this right if no other eligible employee is willing to take the assignment.
- C. A driver determined to be ineligible for a trip shall be bypassed in the assignment, but kept at the top of the roster for the next trip. The question of eligibility shall be determined by the supervisor of transportation on the basis of technical and physical qualifications of the driver available when the name is placed on the roster.

- 1 D. If a trip is canceled after having been assigned to a driver, the driver's name will remain in the  
2 same spot on the roster held prior to the assignment unless the driver had turned down the trip,  
3 in which case he/she would go to the bottom of the rotation.  
4
- 5 E. An eligible driver may be added to the bottom of the roster at any time.  
6
- 7 F. No eligible driver may be withdrawn from the roster without the permission of the Director of  
8 Transportation.  
9
- 10 G. The District reserves the right to hire substitute employees when no eligible driver meets the  
11 selection criteria listed above or one is not available.  
12
- 13 H. This section shall cover all assignments of trips involving more than fourteen (14) students.  
14 Trips involving more than fourteen (14) students shall be taken by an eligible bus driver.  
15 Exceptions to this rule may be made by prior notification and prior mutual agreement only.  
16 The mode of transportation for trips involving fourteen (14) or less students is at the discretion  
17 of the District.  
18
- 19 I. Student transportation for the Carpentry, Auto Technology, Alternative School programs and  
20 baseball/softball team practice trips to Beaver may be carried out by non-bargaining unit  
21 individuals for runs and/or trips which are shorter than fifty (50) miles (each way) from the  
22 point of origin.  
23

24 **Section 7.2.1.**

25 On non-overnight trips, drivers will be paid their regular rate of pay for all hours from time of  
26 the trip's beginning to end with the exception of one (1) thirty (30) minute unpaid meal break  
27 per five (5) hours worked. Whenever a non-overnight trip will encompass in excess of sixteen  
28 (16) hours, at the discretion of the Transportation Supervisor, the District may provide  
29 hotel/motel accommodations for the driver to rest/sleep/eat while the passengers are occupied  
30 by the event; provided, however, that no more than twenty-five percent (25%) of the total trip  
31 time shall be unpaid time.  
32

33 **Section 7.2.1.1.**

34 All compensated hours on any such trips shall be subject to the terms of Section 7.3.  
35

36 **Section 7.2.1.2.**

37 A Bus Driver, who has been assigned a regular to and from bus route for up to two  
38 years immediately preceding a layoff, shall have the right to remain on the extra trip  
39 roster specified in Section 7.2 of the Agreement for up to eighteen (18) months. Such  
40 employees shall be paid their regular hourly rate in effect at the time of layoff.  
41

42 **Section 7.2.2.**

43 On overnight trips, the driver shall be compensated for all of their behind-the-wheel driving  
44 and duty time with these exceptions: (1) an unpaid meal break of thirty (30) minutes for every  
45 five (5) hours worked; (2) a minimum of six (6) hours of uninterrupted, duty-free time for  
46 sleeping; (3) time spent for meals at the start of each day. In the event that the final day of an  
47 overnight trip should, in the judgment of the Transportation Supervisor, encompass more than  
48 sixteen (16) hours (from first duty call to return), then the District shall provide hotel/motel



1 accommodations for the driver to rest/sleep/eat while the passengers are occupied by the event;  
2 provided, however, that no more than twenty-five percent (25%) of the hours between the first  
3 duty call and time of return on the last day of the trip shall be unpaid time. Under any  
4 circumstances, the driver shall receive no less than eight (8) hours compensation on the last day  
5 of an overnight trip.  
6

7 For overnight trips duty time is defined as non-driving time during an activity or field trip when  
8 the vehicle is stopped, passengers are unloaded, the vehicle is secure, and the driver must  
9 remain available (either in or near the vehicle or on or around the premises of an event) for any  
10 activity, including but not limited to supervision, constant or intermittent vehicle surveillance,  
11 emergency transportation, etc.  
12

13 On days of an extended overnight trip in which a driver is required to perform no work at all  
14 and is completely free, the driver shall be paid for six (6) hours work per twenty-four (24) hour  
15 period.  
16

17 **Section 7.2.3.**

18 The District shall provide reasonable accommodations as provided herein (Sections 7.2.1 and  
19 7.2.2) and a per meal stipend of twelve dollars (\$12.00) for each breakfast and/or lunch, and  
20 eighteen dollars (\$18.00) for each dinner for meals as they fall within a trip schedule.  
21

22 **Section 7.2.4.**

23 Transportation department employees shall be allowed upon submission of receipt of payment  
24 to be reimbursed the full cost of required CDL renewals and State School Bus Driver  
25 Endorsement Fees, excluding basic driver's license fees. At the discretion of the  
26 Superintendent and upon agreement of the Union substitute employees may be allowed upon  
27 submission of receipt of payment to be reimbursed the full cost of required CDL renewals and  
28 State School Bus Driver Endorsement Fees, excluding basic driver's license fees.  
29

30 **Section 7.3.**

31 Drivers shall be paid at one and one-half (1½) times their regular rate of pay for all hours worked  
32 beyond forty (40) in any workweek (Thursday-Wednesday).  
33

34 **Section 7.4.**

35 Bus Drivers shall receive a minimum of two (2) hours pay for each of the following:  
36

- 37 1. Regular scheduled morning route (2 hours);
  - 38 2. Regular scheduled midday route (2 hours);
  - 39 3. Regular scheduled afternoon route (2 hours) and
  - 40 4. Field Trip (2 hours)
- 41

42 Employees may be required to perform duties for the entire two (2) hour period for which they are  
43 compensated and any unworked time for which compensation is paid may be considered all or part of  
44 an employee's paid rest break (Section 7.6.2).  
45  
46  
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1           **Section 7.4.1.**

2           In the event of unusual school closure or trip cancellation, then the affected employees shall be  
3           compensated for a minimum of two (2) hours at the appropriate rate; provided, however, that  
4           the District did not make a reasonable attempt to contact the employee to instruct them not to  
5           report to work, AND, that the employee reported to work as scheduled.  
6

7           **Section 7.5.**

8           Any call back to work noncontiguous with the regular shift shall be for a minimum of two (2) hours.  
9

10           **Section 7.5.1.**

11           A shuttle run is an extension of the regular classroom and is an addition to driver student  
12           transportation responsibilities. Shuttle runs are contiguous with regular scheduled daily shifts  
13           and shall be for a minimum of one (1) hour  
14

15           **Section 7.6.**

16           All sections under this Section 7.6 shall apply only to employees in the Mechanic/Service  
17           classification.  
18

19           **Section 7.6.1.**

20           Each employee shall be assigned a definite and regular schedule and workweek, which may be  
21           changed without prior notice to the employee in emergencies and otherwise, with prior notice  
22           of at least one full day.  
23

24           **Section 7.6.2.**

25           Each employee shall be allowed a paid fifteen (15) minute rest period for each four (4) hours  
26           worked, scheduled as near the middle of the four (4) hour period as possible. Each employee  
27           shall be allowed an unpaid meal break of thirty (30) to sixty (60) minutes for every five (5)  
28           hours worked, to be scheduled as near the middle of the shift as possible.  
29

30           **Section 7.6.3.**

31           No employee may work overtime without the prior approval of their supervisor. For all hours  
32           worked in excess of forty (40) per week, an employee shall be compensated at the overtime rate  
33           of one and one-half (1 ½) times the regular hourly rate.  
34

35           **Section 7.6.4. Compensatory Time.**

36           An employee may, at his/her option, request compensatory time off in lieu of overtime  
37           compensation. Compensatory time, if granted, may be accrued; provided, however, that  
38           records shall be maintained and there must be a reasonable expectation that the employee will  
39           be provided an opportunity to expend the accrued time. Compensatory time in lieu of overtime  
40           as provided in this Article shall be accrued at the rate of one and one-half (1½) hours for each  
41           hour worked. It is the intent that compensatory time shall be used during the pay period in  
42           which it is granted. Any accrued but unused compensatory time remaining at the end of the  
43           employee's normal work year shall be cashed out on the final pay warrant of the work year.  
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**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 or their first scheduled shift succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness they were unable to work on either of such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays.

**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. (Mechanic/Service only)**

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. Vacations.**

2 Full-time 2080 hour per year employees shall receive paid vacation benefits as provided below in this  
3 section. Such amount to be pro-rated for less than full time employees based on all hours worked  
4 during the period of August 11<sup>th</sup> through August 10<sup>th</sup> each year.

5  
6 Actual Hours Worked In Assignment = Percent of Full-Time  
7 2,080 Hours (260 Days x 8)

8  
9 Year

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

23

24 **Section 8.2.1. (Bus Drivers only)**

25 Accrued vacation credit for the period of August 11<sup>th</sup>, to June 30<sup>th</sup> shall be included in the July  
26 pay check of each school year. Accrued vacation credit for the period of July 1<sup>st</sup> to August 10<sup>th</sup>  
27 shall be included in the August pay check of each school year.

28  
29 **Section 8.2.2. Vacation Scheduling. Applicable to Mechanic/Service Only.**

30 Scheduling of vacations will require approval of the immediate supervisor. Subject to specific  
31 District service needs, employees will be allowed discretion in selection of vacation periods  
32 outside the regular student school year. Employees shall request such vacation time at least  
33 two (2) weeks in advance except in emergencies.

34  
35 **Section 8.2.3. Vacation Carry-Over. Applicable to Mechanic/Service Only.**

36 It is the intention that all annual vacation days for two hundred sixty (260) day employees shall  
37 be used during each work year (September through August 31). If an employee's request for  
38 vacation leave is denied by the employer, and the employee is close to the maximum vacation  
39 leave (thirty days), the employer must grant an extension for each month that the employer  
40 defers the employee's request for vacation leave. The employer must maintain a statement of  
41 necessity justifying the extension. Each full time two hundred sixty (260) day employee shall  
42 be allowed to accumulate unused vacation days not to exceed thirty (30) days (accumulated and  
43 earned). Vacation balances shall be calculated and front loaded at the beginning of the work  
44 year (September 1<sup>st</sup>). Any unused vacation time (accrued and earned) that exceeds thirty (30)  
45 days will be forfeited at the end of the work year (August 31<sup>st</sup>), except as provided herein.  
46 Upon separation of employment; employees accrued and earned vacation will be cashed out in  
47 their final payroll. No employee shall receive more than thirty (30) days of vacation cash-out  
48 upon separation of employment.



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**ARTICLE IX**

**SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE**

**Section 9.1. Leave For Illness, Injury and Emergency.**

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

**Section 9.1.1.**

Employees in the Mechanic/Service classifications shall be allowed to accrue one (1) day's sick leave for each month worked, up to a maximum of twelve (12) days per year.

**Section 9.1.2.**

Absence caused by personal illness, injury, doctor/dental/optical appointments, poor health, maternity/paternity, quarantine, or other disability is covered by the Sick Leave provisions. Sick leave can also be used for immediate family (spouse, child or legal dependent under the age of eighteen) illness, injury, or doctor/dental/optical appointments.

**Section 9.1.3.**

Emergency leave shall be granted and deducted from sick leave accumulation to the terms of this provision under the following conditions:

- A. The problem must be suddenly precipitated and of such a nature that preplanning is not possible or where preplanning cannot relieve the necessity of the employee's absence;
- B. The problem cannot be one of minor importance or of inconvenience, but must be serious;
- C. Emergency leave shall apply in the case of serious illness in the immediate family to include spouse, child, mother, father, sister, brother, sibling, grandparent, grandchild, step-parent, parent-in-law, foster child, step-child, step-sister, step-brother. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. Parent means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.



1 D. Weddings and Graduations, if personal leave has been used.

2  
3 **Section 9.1.4. Sick Leave Cashout.**

4  
5 A. Annual

6 Employees are allowed to cash in unused sick leave days above an accumulation of  
7 sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4)  
8 accumulated sick leave days. At the employee's option, they can cash out their unused  
9 sick leave days in January of the school year following any year in which a minimum of  
10 sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to  
11 one (1) day's monetary compensation of the employee for each four (4) full days of  
12 accrued sick leave. The employee's sick leave accumulation shall be reduced four (4)  
13 days for each day compensated.

14  
15 B. Retirement

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

20  
21 C. No later than June 1 of each year employees will notify the District of their intention to  
22 take sick leave cashout. Such notification is not binding, but employees are encouraged  
23 to be as candid as possible in order to assist the District in its budget-making process.

24  
25 **Section 9.1.5.**

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

31  
32 **Section 9.2. Bereavement Leave.**

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

37  
38 A. Employees will be granted, as needed, up to five (5) days of regular pay for absences due to the  
39 death of a family member. Absences due to death will be available on a per occurrence basis.

40  
41 B. Such leave will not be accumulative nor will it be reduced from the employee's total  
42 accumulated sick leave.

43  
44 C. Additional leave may be granted at the discretion of the superintendent as emergency leave.

45  
46 Bereavement leave for a friend or relation not mentioned above will be granted per occurrence at the  
47 discretion of the superintendent; however, employees shall be entitled to one (1) day per occurrence  
48 notwithstanding.

1 **Section 9.3. Sick Leave Transfer.**

2 Employees accrued illness, injury and emergency leave while employed by another public school  
3 district in the State of Washington, shall be given credit for such accrued illness, injury and emergency  
4 leave upon employment by the District.  
5

6 **Section 9.4. Judicial Leave.**

7 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named  
8 as a co-defendant with the District, such employee shall receive a normal day's pay for each day of  
9 required presence in court; provided, however, that any compensation received for such service shall  
10 be deducted from the employee's net pay. Such repayment shall not exceed the employee's normal  
11 daily pay less bona fide expenses. In the event that an employee is a party in a court action, such  
12 employee may request a leave of absence without pay.  
13

14 **Section 9.5. Leave Of Absence.**

15  
16 **Section 9.5.1.**

17 Upon recommendation of the immediate supervisor through administrative channels to the  
18 Superintendent, and upon approval of the Board of Directors, an employee may be granted a  
19 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is  
20 granted due to extended illness, one (1) additional year may be granted.  
21

22 **Section 9.5.2.**

23 Employees hired to fill positions of employees on leave of absence will be hired for a specific  
24 period of time, during which they shall be subject to all provisions of this Agreement.  
25

26 **Section 9.5.3.**

27 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while  
28 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while  
29 the employee is on leave of absence; provided, however, that if such leave is approved for  
30 extended illness or injury, seniority shall accrue.  
31

32 **Section 9.5.4.**

33 If employees accept other employment while on leave of absence, they must get the prior  
34 approval of the District or forfeit all re-employment rights.  
35

36 **Section 9.5.5.**

37 An employee who returns to work at the agreed upon date shall be returned to the position  
38 previously held or a position with comparable wages, hours and working conditions, at the  
39 District's discretion.  
40

41 **Section 9.6. Personal Leave.**

42 Each employee is entitled to two (2) personal leave days with pay with the following restrictions:  
43

- 44 A. Employees may use personal leave for any purpose; however, such leave must be taken  
45 before requesting emergency leave, which may be granted at the superintendent's discretion.  
46 Employees may not be compensated by another employer on a personal leave day.  
47  
48 B. The personal leave shall be with pay.



- 1 C. Leave is contingent upon the approval of the immediate supervisor and on the availability of  
2 substitutes. Personal leave will be requested in writing by using the District's official Leave  
3 Form within five (5) days.  
4
- 5 D. Personal leave may be accumulated up to four (4) days and if unused the excess days may be  
6 cashed in at the employee's normal daily rate of compensation (regular hourly rate x regular  
7 scheduled daily hours) at the request of the employee utilizing the District form. The form  
8 must be approved by the employee's supervising administrator and turned into the District  
9 Office Payroll and Benefits Coordinator by June 15.  
10
- 11 E. Any new employee hired into the District after February 1<sup>st</sup>, receives one (1) day of personal  
12 leave.  
13

14 **Section 9.7. Leave Sharing.**

15 The District shall implement a leave sharing program pursuant to RCW 28A.400.380, which considers  
16 the donating and receiving of leave on an individual employee basis.  
17

18 **Section 9.8. Military Leave.**

19 Any employee who is called to active duty in any organized reserve or Armed Forces of the United  
20 States (including the Army, Navy, Air Force, Marines, Coast Guard or National Guard) shall be  
21 granted a leave of absence from their position with the District for the period prescribed in their orders.  
22 Employees so called to active duty shall retain accrued seniority and benefits, but shall not continue to  
23 accrue seniority or benefits while on such leave. An employee returning from such leave shall be  
24 returned to the position previously held or a position with equal wages, hours and benefits to their  
25 previously held position, at the District's discretion.  
26

27 **Section 9.9. Unpaid Leave.**

28 Unpaid leave may be granted an employee for unspecified personal reasons, provided that:  
29

- 30 A. A qualified substitute is available.  
31
- 32 B. Such use of a substitute shall be subordinate to any need caused by illness, injury, or other  
33 leaves.  
34
- 35 C. First choice for unpaid leave on a given day shall go to the employee who has been without it  
36 the greatest length of time.  
37
- 38 D. No absolute commitment for unpaid leave need be made by the District until the start of the  
39 requested day.  
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## ARTICLE X

### PROBATION, SENIORITY AND LAYOFF PROCEDURES

**Section 10.1.**

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

**Section 10.2.**

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

**Section 10.3.**

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

**Section 10.4.**

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

- A. Resignation;
- B. Discharge for justifiable cause;
- C. Retirement; or
- D. Change in job classification within the bargaining unit, as hereinafter provided.

**Section 10.5.**

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

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

**Section 10.6.**

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.4.

**Section 10.7.**

The employee with the earliest hire date shall have preferential rights regarding assignment to new or open jobs or positions, and layoffs when ability, performance, and reasonable qualifications are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability, performance, or reasonable qualifications substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the organization's grievance committee chairperson its reasons why the senior employee or employees have been bypassed.



1 Promotions, if any, in the bargaining unit shall be made by the District's determination of who is most  
2 qualified.

3  
4 **Section 10.8.**

5 The District shall publicize within the bargaining unit for five (5) working days the availability of open  
6 positions as soon as possible after the District is apprised of the opening. A copy of the job posting  
7 shall be forwarded to the President of the Union and to the Union representative of the classification  
8 concerned.

9  
10 **Section 10.8.1.**

11 Regular driving assignments, including kindergarten runs, shall be posted and offered to drivers  
12 by seniority prior to the start of the school year when ability, performance and reasonable  
13 qualifications are substantially equal with junior employees. The District reserves the right to  
14 re-bid assignments during the school year or not to do so; however, re-bidding shall take place,  
15 as soon as reasonably possible, if any driving assignment increases or decreases two and one-  
16 half (2 ½) hours or more per week. Midday runs shall be bid separately from other  
17 assignments.

18  
19 **Section 10.8.2.**

20 If the District reduces hours of an employee during the school year such that the employee will  
21 lose eligibility for insurance or retirement, that employee may use seniority to trade positions  
22 with the least senior employee whose hours allow such eligibility.

23  
24 **Section 10.8.3.**

25 Any position being filled by a substitute employee (or employees) which lasts longer than sixty  
26 (60) consecutive working days shall be posted and filled by a regular employee. This does not  
27 prevent the new employee from being displaced by the return of the absent employee from an  
28 authorized leave.

29  
30 **Section 10.9.**

31 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
32 District according to layoff ranking. Such employees are to have priority in filling an opening in the  
33 classification held immediately prior to layoff. Names shall remain on the reemployment list for  
34 eighteen (18) months.

35  
36 **Section 10.10.**

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

39  
40 **Section 10.11.**

41 An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not  
42 comply with the requirements of Section 10.10, or if the employee does not respond to the offer of  
43 reemployment within three (3) days if communicated orally or seven (7) days if written.

44  
45 **Section 10.12.**

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

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## ARTICLE XI

### DISCIPLINE AND DISCHARGE OF EMPLOYEES

**Section 11.1.**

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.

**Section 11.2.**

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

**Section 11.3.**

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

## ARTICLE XII

### INSURANCE AND RETIREMENT

**Section 12.1.**

The District agrees to contribute the State-designated amount per FTE (one FTE equals 1,440 hours) per employee for the purposes of purchasing District-approved insurance benefits. Such District insurance contributions shall be made for premium payments as consistent to State law. The District may deduct from this amount the mandatory Health Care Authority Retirees' Benefits Subsidy contribution (as prorated) at the State-designated amount per eligible employee per month. Any unused District contributions shall be pooled for the purpose of paying for excess premiums for bargaining unit members pursuant to State law.

**Section 12.1.1.**

The District shall make a conservative annualized estimate of the amount of insurance dollars generated by driving assignments in addition to the regular daily scheduled shift and make regular uniform monthly contributions to the insurance pool September through June payroll. During July the District shall calculate the actual hours of said driving assignments through the end of June and the actual amount of insurance funds thereby generated. In July and August the District shall pay out the difference between the actual annualized amount and the conservative estimate. Adjustments may be made in the September to June allotments, in an effort to avoid overpayment, based on a mid-year review of the available data, which would be shared with the Union. Any extra trip driving during the months of July and August shall not be counted for the purpose of generating additional insurance funds. The District shall utilize the district insurance contribution amount and the formula specified in Section 12.1 of the Agreement to generate the additional district insurance contribution funds to the insurance pool specified in this section.





1 **Section 13.3. Local/Chapter Dues.**

2 The District shall deduct PSE local Chapter dues separately and remit such funds directly to the local  
3 Chapter Treasurer on a monthly basis, or within thirty (30) days of the deduction of the dues.  
4

5 **Section 13.4. Classified Employee Report to the Union.**

6 The District shall submit a monthly report (to accompany the monthly transmission of dues to PSE) to  
7 the Treasurer of the Public School Employees of Washington listing the name, social security number,  
8 and amount of PSE dues deducted for each bargaining unit employee.  
9

10 **Section 13.5. Political Action Committee.**

11 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
12 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
13 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a  
14 check separate from the Union dues transmittal check. Section 13.7 (hold harmless language) of the  
15 Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the  
16 request at any time. At least annually, the employee shall be notified by the PSE State Office, about  
17 the right to revoke the request.  
18

19 **Section 13.6. Hold Harmless.**

20 The Union will indemnify, defend, and hold the District harmless against any claims, suits, orders,  
21 and/or judgments against the District on account of any checkoff of Union dues or voluntary political  
22 contributions.  
23  
24  
25

26 **ARTICLE XIV**

27 **GRIEVANCE PROCEDURE**

28  
29 **Section 14.1.**

30 Grievances or complaints arising between the District and its employees within the bargaining unit  
31 defined in Article 1 herein, with respect to matters dealing with the interpretation or application of the  
32 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.  
33  
34

35 **Section 14.1.1. Union Grievances.**

36 In cases where the Union believes there to be a violation of the Collective Bargaining  
37 Agreement which effects more than one employee, the bargaining unit as a whole, or is caused  
38 by an action of the Superintendent or School Board and cannot be remedied by an  
39 administrative official other than the Superintendent, then the Union may file an  
40 "Union Grievance," which would be initiated at "Step III" (Section 14.2.3) no later than twenty  
41 (20) working days after the occurrence of the grievable action or within twenty (20) working  
42 days of the day that the Union should have become aware of the grievable action.  
43  
44  
45  
46  
47  
48



1 **Section 14.2. Grievance Steps**

2  
3 **Section 14.2.1. Step I.**

4 Employees shall first discuss the grievance with their immediate supervisor. If employees so  
5 wish, they may be accompanied by an Union representative at such discussion. All grievances  
6 not brought to the immediate supervisor in accordance with the preceding sentence within  
7 twenty (20) working days of the occurrence of the grievance shall be invalid and subject to no  
8 further processing.

9  
10 **Section 14.2.2. Step II.**

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

- 14  
15 A. The facts on which the grievance is based;  
16 B. A reference to the provisions in this Agreement which have been allegedly violated; and  
17 C. The remedy sought.

18  
19 The employee shall submit the written statement of grievance to the immediate supervisor for  
20 reconsideration and shall submit a copy to the official in the Administration responsible for  
21 personnel. The parties will have five (5) working days from submission of the written  
22 statement of grievance to resolve it by indicating on the statement of grievance the disposition.  
23 If an agreeable disposition is made, all parties to the grievance shall sign it.

24  
25 **Section 14.2.3. Step III.**

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

33  
34 **Section 14.2.4. Arbitration.**

35 If no satisfactory settlement is reached at Step III, the Union within fifteen (15) working days  
36 of the receipt of the Step III decision may appeal the final decision of the employer to the  
37 American Arbitration Association for arbitration under the voluntary rules. Any grievance  
38 arising out of a violation of this Agreement may be submitted to arbitration unless specifically  
39 and expressly excluded within this Article.

40  
41 The Arbitrator shall hold a hearing as soon as possible after his/her appointment. At least ten  
42 (10) working days notice shall be given to both parties of the time and place of the hearing.  
43 The arbitrator will issue his/her decision within thirty (30) days from the date the final written  
44 briefs have been submitted.

45  
46 The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning,  
47 and conclusions on the issues submitted to him/her. The decision of the Arbitrator shall be  
48 final and binding upon the employer, the Union and the grievant(s).

1                   **Section 14.2.4.1. Jurisdiction Of Arbitrator.**

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

4  
5                   The arbitrator shall be without power or authority to make any decision which requires  
6                   the commission of an act prohibited by law.

7  
8                   The arbitrator shall have no power or authority to rule on any of the following:

- 9  
10                   A. The termination of services of or failure to re-employ any probationary  
11                   employee.  
12                   B. Any matter involving employee reduction in force except for contracted  
13                   procedures.

14  
15                   **Section 14.2.4.2. Time Limits.**

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

18  
19                   Failure on the part of the employer at any step of this procedure to communicate the  
20                   decision on a grievance within the specific time limit shall permit the Union to lodge an  
21                   appeal at the next step of this procedure.

22  
23                   Any grievance not advanced by the grievant from one step to the next within the time  
24                   limits of that step shall be deemed resolved by the employee's answer at the previous  
25                   step.

26  
27                   **Section 14.2.4.3. Costs.**

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

30  
31                   **Section 14.3.**

32                   The employer shall not discriminate against an individual employee or the Union for taking action  
33                   under this Article.

34  
35  
36  
37                   **ARTICLE XV**

38  
39                   **EMPLOYEE COMPENSATION AND WORKING CONDITIONS**

40  
41                   **Section 15.1.**

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



1 **Section 15.2. Salaries.**

2 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained on  
3 Schedule A which shall be attached hereto and by this reference incorporated herein. Effective  
4 September 1, 2018, Schedule A shall be increased by one dollar and fifty cents (\$1.50) per hour,  
5 inclusive of any state funded increase. The District agrees to negotiate Schedule A for the 2019-2020  
6 fiscal year as well as the 2020-21 fiscal year.

7  
8 **Section 15.3.**

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

11  
12 **Section 15.4.**

13 Any employee on School District business at the direction of the supervisor required to travel from one  
14 site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-  
15 mile basis at the rate established by the District for all its employees.

16  
17 **Section 15.5.**

18 This District will pay the cost of annual physical examinations required of driver personnel to maintain  
19 their bus driver's license provided that employees go to the physician of the District's choosing.  
20 Should the District change the designated physician at any time during the life of this Agreement, the  
21 Union has the right to reopen this section upon written request.

22  
23 **Section 15.6.**

24 The District agrees to transfer accrued longevity (but NOT seniority), sick leave, and other benefits as  
25 provided by State law. Accrued vacation may not be carried over from another District; however,  
26 employees shall be given credit for years of service in Washington Public Schools for the purposes of  
27 calculating annual vacation benefits.

28  
29 **Section 15.7.**

30 Should fingerprinting, background checks, drug testing, immunizations, inoculations or additional  
31 medical examinations become a requirement for continued employment with the District, the District  
32 agrees to negotiate the responsibility for incurring the cost with the Union before implementation. The  
33 District and the Union agree to negotiate language regarding drug testing policies and procedures  
34 consistent with law before state and/or federal drug testing laws are put into effect.

35  
36 **Section 15.8. (Mechanic/Service only)**

37 The District shall continue to provide, launder and maintain uniforms (coveralls) for all employees.

38  
39 **Section 15.8.1. (Mechanic/Service only)**

40 The District shall replace any employee's personal tools, not otherwise replaced by the tool  
41 manufacturer which are damaged, lost or stolen at the work site through no fault of the  
42 employee, provided an inventory is on file with the District Administration that includes the  
43 specific item in question.

1 **Section 15.9. Summer Work.**

2 Summer school bus routes will be posted and filled according to seniority. Employees who accept a  
3 summer route agree that they will be expected to fulfill their commitment as if it was a regular school  
4 run. Compensation and benefits shall be paid pursuant to the terms of this Agreement, as if the  
5 summer route is an extension of the employee's normal work year.  
6

7 **Section 15.10.**

8 The District shall reimburse any employee who elects to have Hepatitis B immunizations for the  
9 deductible amount (from insurance) or the equivalent (if employee is not covered by medical  
10 insurance).  
11

12 **Section 15.11.**

13 In the event that an employee is requested by their supervisor to substitute in a position with a lower  
14 rate of pay which causes the employee to forego scheduled work in their regular (higher paying)  
15 position, the employee shall receive their regular rate of pay. For example, if a bus driver substitutes  
16 for a secretary for four (4) hours, missing a two (2) hour driving shift, the driver shall receive the  
17 higher bus driver rate of pay for two (2) of the four hours worked.  
18

19 **Section 15.12. Mechanic Tool Allowance.**

20 All Bus Mechanics shall be given a fifty dollars (\$50.00) per month tool allowance.  
21

22 **Section 15.13.**

23 All regularly employed Bus Drivers, hired prior to September 1, 2012, shall have the right to select if  
24 they will be paid on a 11-month annualized payroll (September through June) or a 12-month  
25 annualized payroll (September through August); provided, however, all employees hired after  
26 September 1, 2012 shall be paid on a 12-month annualized payroll. Employees shall notify the District  
27 no later than Friday, September 10, 2012 of their requested payroll schedule for 2012-13. The District  
28 will designate the September deadline on an annual basis. Should an employee not notify the District  
29 of a requested change, the payroll method in effect shall continue without change. No changes in  
30 payroll structure will occur after the September deadline. All employees hired after September 1, 2012  
31 shall be paid on a 12-month annualized payroll. Vacation pay will be paid in one lump sum in the  
32 month of July.  
33  
34  
35

36 **ARTICLE XVI**

37 **DRUG AND ALCOHOL TESTING**

38  
39  
40 **Section 16.1.**

41 The District agrees to promulgate a Drug and Alcohol testing policy and procedure for employees who  
42 are required to maintain a valid Commercial Driver's License as required by and in accordance with  
43 Federal Law.  
44

45 **Section 16.2.**

46 The District agrees to provide all employee training required by law (for Drug and Alcohol testing) at  
47 no cost to employees, and shall further compensate employees at their regular rate of pay (or overtime  
48 rate, if applicable) for all hours spent in required training.



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**SIGNATURE PAGE**

**PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/ SEIU Local 1948**

**QUILLAYUTE VALLEY CHAPTER**

BY:   
Teri Gaydeski, Chapter President

DATE: 8/29/18

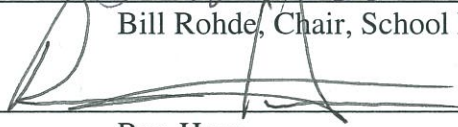
**QUILLAYUTE VALLEY SCHOOL DISTRICT #402**

BY:   
Diana Reaume, Superintendent

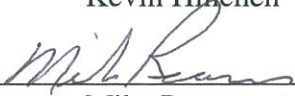
DATE: 8/28/18

School Board Members:

  
Bill Rohde, Chair, School Board

  
Ron Hurn

  
Val James Giles

Kevin Hitchen  
  
Mike Reaves

1 **Section 16.3.**

2 The District agrees to keep all testing results confidential, pursuant to State and Federal law.

3  
4 **Section 16.4.**

5 The District shall pay for the cost of all drug and alcohol testing for bargaining unit employees which is  
6 required by law or as a condition of employment or continued employment.

7  
8 **Section 16.5.**

9 The District shall compensate employees at their regular rate of pay (or overtime rate, if applicable) for  
10 all hours spent in required testing procedures, including travel time (and mileage if the employee is  
11 required to drive a personal vehicle to a testing site outside of Forks).

12  
13 **Section 16.6.**

14 Employees shall suffer no loss of pay for scheduled hours (runs or trips) which are missed due to required  
15 participation in drug and/or alcohol testing procedures.

16  
17 **Section 16.7.**

18 Any discipline related to positive drug or alcohol tests shall be subject to the terms of Article XI  
19 (Discipline and Discharge); to the terms of Article XIV (Grievance Procedure); and any other applicable  
20 terms of this Collective Bargaining Agreement.

21  
22  
23  
24 **ARTICLE XVII**

25 **TERM AND SEPARABILITY OF PROVISIONS**

26  
27  
28 **Section 17.1.**

29 The term of this Agreement shall be from September 1, 2018 to August 31, 2021.

30  
31 **Section 17.2.**

32 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
33 parties in writing. Should legislation be passed which impacts any Article or Section of this  
34 Agreement, any such Article or Section may be reopened at the request of either party.

35 **Section 17.3.**

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

38  
39 **Section 17.4.**

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

42  
43 **Section 17.5.**

44 In the event either of the two (2) previous sections is determined to apply to any provision of this  
45 Agreement, such provision shall be renegotiated pursuant to Section 17.2.



Schedule A  
 Quillayute Valley School District #402  
 September 1, 2018 – August 31, 2019

<b>General Job Classification And Position Title</b>	<b>0 - 5Yrs</b>	<b>6 - 10Yrs</b>	<b>11 - 15Yrs</b>	<b>16 - 20Yrs</b>	<b>21 + Yrs</b>
<b>TRANSPORTATION</b>					
Bus Driver	\$20.42	\$20.76	\$21.11	\$21.44	\$21.77
Bus Mechanic	\$25.60	\$25.95	\$26.28	\$26.60	\$26.96
Bus Service	\$21.29	\$21.65	\$22.00	\$22.33	\$22.67
Motor Pool Attendant	\$20.42	\$20.75	\$21.09	\$21.43	\$21.76
<b>ONE-STEP SCHEDULE</b>					
Transportation Coordinator	\$29.10				
Shop Foreman	\$29.10				
<b>SUBSTITUTES PROBATIONARY</b>					
Bus Driver	\$20.42				
Bus Mechanic	\$23.59				
Bus Service	\$19.64				
Motor Pool Attendant	\$18.84				

