

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
SOUTH WHIDBEY SCHOOL DISTRICT #206**

AND

**PUBLIC SCHOOL EMPLOYEES OF
SOUTH WHIDBEY SCHOOL DISTRICT**

SEPTEMBER 1, 2017 - AUGUST 31, 2020



Public School Employees of Washington / SEIU Local 1948
P. O. Box 798
Auburn, Washington 98071-0798
1.866.820.5652
www.pseclassified.org

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DECLARATION OF PRINCIPLES

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

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P R E A M B L E

This Agreement is made and entered into between South Whidbey School District Number 206 (hereinafter "District") and Public School Employees of South Whidbey School District, an affiliate of Public School Employees of Washington (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

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ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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

1 **Section 1.2.**

2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
3 necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District
4 pursuant to RCW 41.56.030 (2).
5

6 **Section 1.3.**

7 The District shall provide the Association complete position descriptions for all employees subject to this
8 Agreement. Position descriptions that are newly created, changed or modified shall be negotiated
9 regarding hours, wages and working conditions.
10

11 **Section 1.4.**

12 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the
13 following general job classifications: Secretarial-Clerical, Paraeducators, Technicians, Nurse and Student
14 Support or any others as listed on Schedule A. EXCEPT: a total of six (6) positions, determined by the
15 District Office, not inclusive of the Business Manager.
16

17 **Section 1.4.1.**

18 Guest employees who work thirty (30) or more days in the current or immediately preceding
19 school year and who continue to be available for work shall be included in the bargaining unit and
20 shall be paid at Step 1. No other provision of this Agreement shall apply unless it specifically and
21 expressly states its application to guest or substitute workers.
22

23 **Section 1.4.1.1.**

24 Retired employees who return as guest employees shall receive full longevity credit on
25 Schedule A but shall not receive any other benefit set forth in this Agreement.
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29 **ARTICLE II**

30 **RIGHTS OF THE EMPLOYER**

31 **Section 2.1.**

32
33 It is agreed that the customary and usual rights, powers, functions, and authority of management are
34 vested in management officials of the District. Included in these rights in accordance with and subject to
35 applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the
36 right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge,
37 demote, or take other disciplinary action against employees; and the right to release employees from
38 duties because of lack of work or for other legitimate reasons. The District shall retain the right to
39 maintain efficiency of the District operation by determining the methods, the means, and the personnel by
40 which operations undertaken by the employees in the unit are to be conducted.
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43 **Section 2.2.**

44 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
45 District. In making rules and regulations relating to personnel policies, procedures and practices, and
46 matters of working conditions, the District shall give due regard and consideration to the rights of the
47 Association and the employees and to the obligations imposed by this Agreement.
48

ARTICLE III
RIGHTS OF EMPLOYEES

Section 3.1.

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

Section 3.2.

Each employee, subject to this Agreement, shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3.

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

Section 3.4.

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

Section 3.5.

Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability.

Section 3.6.

There shall be one (1) official personnel file for each employee. That file shall be stored at the District office. Employees, upon written request, shall be allowed to inspect their personnel files. Copies, at cost, shall be permitted. Employees shall be allowed to request the removal from their personnel files of any material deemed to be derogatory after one (1) year from the date of entry. Material or information that is at least two (2) years old and that did not result in any disciplinary action shall, with the approval of the Superintendent, be expunged from such files.

Section 3.7.

Materials concerning the employee's conduct, service, character or personality shall be placed in their personnel file after the employee has had an opportunity to read them. The employee shall acknowledge having read such material by signing the copy to be filed. The employee shall have the right to respond

1 with a signed and dated statement within five days and have that statement permanently attached to the
2 document in the personnel file.

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6 **ARTICLE IV**
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8 **RIGHTS OF THE ASSOCIATION**
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10 **Section 4.1.**

11 The Association has the right and responsibility to represent the interests of all employees in the unit; to
12 present its views to the District on matters of concern, either orally or in writing; to consult or to be
13 consulted with respect to the formulation, development, and implementation of industrial relations matters
14 and practices which are within the authority of the District; and to enter collective negotiations with the
15 object of reaching an agreement applicable to all employees within the bargaining unit.

16
17 **Section 4.2.**

18 The Association shall promptly be notified by the District of any grievances or disciplinary actions of any
19 employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles
20 contained herein. The Association is entitled to have an observer at hearings conducted by any District
21 official or body arising out of grievance and to make known the Association's views concerning the case.

22
23 **Section 4.3.**

24 The Association shall provide the District with adequate copies of the Agreement so that the District,
25 as part of the general orientation of each new employee, within the unit subject to this Agreement,
26 shall provide such employee with a copy of this Agreement.

27
28 **Section 4.4.**

29 The Association reserves and retains the right to delegate any right or duty contained herein to appropriate
30 officials of the Public School Employees of Washington State Organization.

31
32 **Section 4.5.**

33 The President of the Association and designated representatives will be provided time off to a maximum
34 of ten (10) days per year to attend regional or State meetings. Compensation for such meetings shall be as
35 determined by the District Administration. The Association shall give the District at least five (5) days
36 written notice of intent to use Association Leave. If the proposed leave would cause the District undue
37 hardship, the leave request may be denied.

38
39 **Section 4.6.**

40 The District shall provide Public School Employees of Washington with information regarding each
41 employee in the bargaining unit on a form mutually approved by the parties. The information shall be
42 made available no later than November 15 and shall be supplemented and revised monthly as changes
43 occur.

1 **Section 4.7.**

2 Representatives of the Association, upon making their presence known to the District, shall have access to
3 the District premises during business hours, provided, that no conferences or meetings between employees
4 and Association representatives will in any way hamper or obstruct the normal flow of work. Employees
5 will make up any lost work time as soon as possible.
6

7 **Section 4.8. Bulletin Boards.**

8 The District shall provide a bulletin board space in each school for the use of the Association. The
9 bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin
10 shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may
11 not be posted. There shall be no other distribution or posting by employees or the Association of
12 pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than
13 herein provided.
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15 **Section 4.8.1.**

16 The responsibility for the prompt removal of notices from the bulletin boards after they have
17 served their purpose shall rest with the Association.
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21 **ARTICLE V**

22 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

23 **Section 5.1.**

24 It is agreed and understood that matters appropriate for consultation and negotiation between the District
25 and the Association are policies, programs, and procedures relating to or affecting hours, wages, grievance
26 procedures and general working conditions of employees in the bargaining unit subject to this Agreement.
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30 **Section 5.2.**

31 It is further agreed and understood that the District will consult with the Association, and meet with the
32 Association upon its request, in the formulation of any changes being considered in existing benefits,
33 policies, practices and procedures.
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35 **Section 5.3.**

36 It is further recognized that this Agreement does not alter the responsibility of either party to meet with the
37 other party to advise, discuss or consult regarding matters concerning working conditions not covered by
38 this Agreement.
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40 **Section 5.4.**

41 The Association will, from time to time, as appropriate, be advised of current and predicted workload
42 information.
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ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.

The Association 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 basis to discuss appropriate matters.

Section 6.1.1.

The District and Association representatives will arrange sufficient time during working hours for Association representatives to prepare an agenda for meetings scheduled with the Superintendent in accordance with Section 6.1. The District will provide suitable space to conduct such meetings. The parties shall allow adequate time to each other for the preparation and/or notification of subjects to be discussed.

Section 6.2.

The Association representatives shall represent the Association 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 at any mutually agreed time and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.2.1.

Association representatives, when requested by the District, shall be granted time with pay for meetings with the District. Representatives of the Association, discussing employee grievances and other appropriate matters directly related to work situations, shall, if requested by the District, make up any time away from their work station. Association representatives will guard against the use of excessive time in handling such matters.

Section 6.2.2.

Time during working hours will be allowed Association representatives for attendance at meetings with the District. Time will also be allowed for representatives to discuss with the employees grievances and appropriate matters directly related to work situations in their area or craft. Association representatives will guard against the use of excess time in the handling of such matters.

Section 6.3.

The District agrees to share the initial draft instructional calendar with PSE early in the process of calendar development. Any comments from PSE will be considered prior to finalizing the calendar for presentation to the board.

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ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1.

The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday.

Section 7.2.

The District shall establish work shifts with designated times of beginning and ending. Each shift shall include adequate time to perform assigned duties. Employees who work at least three (3) hours per day shall be entitled to a ten (10) minute rest period. A second ten (10) minute rest period shall be provided for each employee working more than six (6) hours. Shifts in excess of four (4) hours per day shall include, in addition to the above, a non-paid uninterrupted lunch period of not less than thirty (30) minutes. The employee and supervisor shall establish break and lunch periods that serve the identified needs of the school based upon mutual agreement.

Section 7.2.1.

Unpaid lunch periods are the employee's personal time except when required by the district to perform necessary tasks. In such a case, the employee shall be compensated for the time worked. Employees may leave their assigned campus during lunch as long as they comply with appropriate sign out procedures and have notified their supervisor of their intent to leave the campus.

Section 7.3.

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks; provided, however, this notice may be waived by consent of the employee, or by the employer during an emergency situation.

Section 7.4.

Employees requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received by the employee in the higher classification. Such pay shall be the rate the employee would be entitled to receive if they were to assume the job permanently.

Section 7.5.

Extended service shall be defined as any and all work, noncontiguous with regular daily work shifts or on an employee's day of rest. Employees performing extended services shall be compensated for a minimum of two (2) hours, and for all succeeding hours worked at their appropriate hourly rates.

Section 7.6.

Employees will be paid their regular hourly rate for the actual time spent in meetings at which their presence is required by the District including staff, orientation or other meetings outside of regular work hours. An employee must be in attendance to receive payment, and one-half (1/2) hour will constitute the minimum payment for attending.

Section 7.7. Overtime.

In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally, employees designated to work overtime on days outside their regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of

1 the last shift before the overtime commences. All overtime must be preauthorized by the appropriate
2 administrative supervisor.

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4 **Section 7.7.1.**

5 All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one
6 and one-half (1-1/2) times the employee's base pay.

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8 **Section 7.7.2.**

9 Unless mutually agreed otherwise, all hours worked on Saturday, as defined herein, shall be
10 compensated at the rate of one and one-half (1-1/2) times the employee's base rate of pay. All
11 hours worked on Saturday or Sunday in excess of the employee's normal shift shall be
12 compensated at a rate twice the employee's base pay.

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14 **Section 7.7.3.**

15 No one is permitted to work in excess of their normal work hours (additional or overtime) unless
16 preauthorized by the appropriate administrative supervisor.

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18 **Section 7.8.**

19 In the event of school closure due to inclement weather, plant inoperation or the like, the District will
20 make every reasonable effort to notify employees to refrain from coming to work. In the event that
21 public media or telephone notification does not occur within thirty (30) minutes prior to their
22 scheduled work time, and the employee actually reports to work, they shall receive a minimum of two
23 (2) hours pay at their regular rate. No employees should report to work when school is closed except
24 those who work twelve (12) months.

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26 **Section 7.8.1.**

27 Employees shall be expected to report as close to their normal reporting time as they safely can
28 when a late start has been declared.

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32 **ARTICLE VIII**

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34 **HOLIDAYS AND VACATIONS**

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36 **Section 8.1. Holidays.**

37 Employees shall be entitled to receive paid holidays if they are working their regular schedule before and
38 after the holiday. Secretarial employees hired prior to September 1, 2001, shall be paid for Independence
39 Day regardless of work status:

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|---------------------------|-------------------------------|
| 1. New Year's Day | 7. Thanksgiving Day |
| 2. Martin Luther King Day | 8. Day after Thanksgiving Day |
| 3. Presidents' Day | 9. Day before Christmas |
| 4. Memorial Day | 10. Christmas Day |
| 5. Labor Day | 11. Independence Day |
| 6. Veterans Day | 12. Day before New Year's Day |
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1 **Section 8.1.1. Unworked Holidays.**

2 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at
3 the time the holiday occurs. Employees who are on the active payroll on the holiday and have
4 worked their last scheduled shift preceding the holiday and their first scheduled shift succeeding
5 the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday.
6 An exception to this requirement will occur if employees can furnish proof satisfactory to the
7 District that because of illness they were unable to work on either of such shifts, and the absence
8 previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular
9 work days.

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11 **Section 8.1.2. Worked Holidays.**

12 Employees who are required to work on the above described holidays shall be paid at twice the
13 base rate for all hours worked on such holidays.

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15 **Section 8.1.3. Holidays During Vacation.**

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

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19 **Section 8.1.4. Unpaid Holidays.**

20 In accordance with RCW 1.16.050 employees are entitled to two (2) unpaid holidays per
21 calendar year for a reason of faith or conscience or an organized activity conducted under the
22 auspices of a religious denomination, church, or religious organization. The employer must
23 allow the employee to do so unless the employee's absence would impose an undue hardship
24 on the employer.

25
26 Undue hardship shall have the meaning established in rule by the Office of Financial
27 Management under section 2 (two) of this act.

28
29 **Section 8.2. Vacations.**

30 All employees subject to this Agreement shall be credited with hours of vacation credit, based on hours
31 worked during the period September 1 to August 31. Such vacation credit shall be earned, vested, and
32 used as designated in this Article.

33
34 **Section 8.2.1.**

35 The vacation credit to which an employee shall be entitled shall be computed in accordance with
36 the following rules:

<u>Years Experience</u>	<u>185 or less Days</u>	<u>186+ Days</u>	<u>205+ Days</u>	<u>12 Month</u>
1-3 years	7 days	10 days	10 days	12 days
4-6 years	9 days	12 days	12 days	14 days
7-9 years	11 days	16 days	17 days	19 days
10+ years	16 days	18 days	19 days	21 days

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44 **Section 8.2.2.**

45 All hours worked will be counted in the computation of vacation credit, and hours worked at
46 premium rates shall be counted as straight time hours in such computation. For every regular
47 workday from which an employee is absent due to a compensated leave, the hours of the
48 employee's normal work shift shall be credited as if worked.

1 **Section 8.2.3.**

2 Time on layoff and time on authorized leave of absence will be counted as continuous service for
3 the purpose of establishing and retaining eligibility dates.
4

5 **Section 8.2.4.**

6 For twelve-month employees, any vacation currently due, except as provided in the following
7 section, but unused by the new accrual date each year may be carried over for one (1) year
8 following the accrual date with the approval of the immediate supervisor and administration. No
9 vacation may be carried over for more than one (1) year beyond the date on which it became due;
10 provided, however, no employee shall be denied accrued vacation benefits due to District
11 employment needs.
12

13 **Section 8.2.5.**

14 Less than twelve-month employees shall be encouraged to utilize accrued vacation credits on the
15 same basis as twelve-month employees, except that the District shall be entitled to deny vacation
16 usage on student attendance days where the employee's absence would place an unreasonable
17 hardship on the District. Unreasonable hardship shall be mutually understood as the lack of a
18 qualified replacement at an equal or lower cost for an employee with a unique skill set. Unused
19 vacation credits for less than twelve-month employees shall be treated as "in lieu of vacation
20 credit" and shall be cashed out in the June check.
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24 **ARTICLE IX**

25 **LEAVES**

26 **Section 9.1. Illness, Injury And Emergency Leave.**

27 The requirements of all Washington State and federal family leave laws will apply in accordance with the
28 following:
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- 32 1. Any additional or improved right or benefit required by said laws shall be implemented.
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 - 34 2. No right or benefit included in this Agreement shall be eliminated or diminished as a result of said
35 laws unless viewed as illegal under applicable laws. In that event, the District and the Association
36 agree to negotiate any required changes in the current Agreement.
37
 - 38 3. The twelve (12) weeks of guaranteed unpaid leave provided by the Family Medical Leave Act of 1993
39 shall be applicable as the law permits and shall be considered to run concurrently with any leave
40 provided in this Agreement which fit the reasons for taking leave under said law.
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1 **Section 9.1.1. Sick Leave.**

2 Employees assigned one hundred eighty (180) or more work days shall accrue a maximum of
3 twelve (12) days leave with pay each year, accumulative as allowed by state law. Sick leave is
4 allowed for:

- 5
- 6 1. Illness or injury including disability;
 - 7
 - 8 2. Personal emergencies that require the employee's attention and are of such a nature that
9 prior planning is not possible; and
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 - 11 3. The care of a child of the employee with a health condition that required treatment or
12 supervision, or the care of employee's spouse, parent, parent-in-law, or grandparent
13 who has a serious health condition or an emergency condition. The District may require
14 a signed statement from a licensed medical practitioner to verify the need for treatment,
15 care or supervision for any absence which exceeds five (5) days or eight (8) days in any
16 fifteen (15) work day period.
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18 **Section 9.1.2.**

19 In the event employees are absent for reasons which are covered by Industrial Insurance, the
20 District shall pay the employee an amount equal to the difference between the amount paid the
21 employee by the Department of Labor and Industries and the amount the employee would
22 normally earn. A deduction shall be made from the employee's accumulated illness, injury and
23 emergency leave in accordance with the amount paid to the employee by the District. Upon
24 receipt of his/her check from Labor and Industries, the employee shall turn said check in to the
25 District and receive a warrant in the normal amount in exchange, provided the employee has
26 adequate illness, injury and emergency leave from which to draw.

27

28 **Section 9.1.3.**

29 Employees who have accrued sick leave while employed by another public school district in the
30 State of Washington shall be given credit for such accrued sick leave upon employment by the
31 District provided such employment has been continuing up to the time of hiring by the
32 South Whidbey District.

33

34 **Section 9.1.4. Attendance Incentive Program.**

35 The parties have negotiated per Chapter 275, 1983 Regular Legislative Session, and hereby
36 agree that the District will implement the employee Attendance Incentive Program, as per the
37 current effective statute at the time of application by employees. In January of the year
38 following any year in which a minimum of sixty (60) days of leave for illness or injury is
39 accrued, and each January thereafter, eligible employees may exercise an option to receive
40 remuneration for unused leave for illness or injury accumulated in the previous year, at a rate
41 equal to one (1) day's monetary compensation to the employees for each four (4) full days of
42 accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury, for
43 which compensation has been received, shall be deducted from accrued leave for illness or
44 injury, at the rate of four (4) days for every one (1) day's monetary compensation.

1 At the time of separation from District employment due to retirement or death, eligible
2 employees or employees' estates shall receive remuneration at a rate equal to one (1) day's
3 current monetary compensation for each four (4) full days accrued leave for illness or injury.
4

5 **Section 9.2. Bereavement Leave.**

6 Each employee shall be entitled to a maximum of five (5) days (per occurrence) leave with pay for
7 absence caused by death to an employee's child, spouse, parent, step-parent, grandparent, sibling, sibling-
8 in-law, parent-in-law, aunt or uncle, or any person living in the immediate household as a member of the
9 family. Employees may be granted one (1) day of paid personal emergency leave to attend the funerals of
10 other relatives or close personal friends per section 9.1.1. Such bereavement leave shall not be deducted
11 from illness and injury leave. Bereavement leave is noncumulative. Exceptions to this may be granted by
12 the Superintendent.
13

14 **Section 9.2.1. Serious Family Illness Leave.**

15 Employees shall be entitled to three (3) days per year of paid non-cumulative serious family illness
16 leave for situations where immediate family members are hospitalized or would need to be
17 hospitalized if the employee were not available to care for them. The District may require a note
18 from a licensed medical practitioner.
19

20 **Section 9.3. Maternity Leave.**

21 Upon application therefore, the District shall grant maternity leave in accordance with Family Medical
22 Leave Act and Washington Family Leave Act. Such leave shall commence at such time as the employee,
23 and her physician, deem necessary. A physician's note is required. Employees granted maternity leave
24 must return to work not later than one (1) year following the granting of the maternity leave. Employees
25 granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance
26 with Section 9.1.1 above. Before returning to work, the employee must be certified by her physician as
27 ready and able to return.
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29 **Section 9.4. Parenting Leave.**

30 An employee, upon request, shall be granted up to five (5) days leave, on or about the date of the birth of
31 the child. Such leave shall be deducted from that accumulated pursuant to Section 9.1.1 above. An
32 employee who adopts a child shall be entitled to utilize up to five (5) days leave. Such leave shall be
33 deducted from that accumulated pursuant to Section 9.1.1 above. In addition, an employee may be
34 eligible for additional days in accordance with Family Medical Leave Act and Washington Family Leave
35 Act. If additional leave is needed, the employee may request consideration of leave pursuant to the terms
36 of Section 9.6, Leave Of Absence. This leave may not be used in conjunction with Section 9.3.
37

38 **Section 9.5. Judicial Leave.**

39 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a
40 codefendant with the District, such employee shall receive a normal day's pay for each day of required
41 presence in court; provided, however, that any compensation received for such service shall be paid to the
42 District. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In
43 the event that an employee is a party in a court action, such employee may request a leave of absence.
44
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48

1 **Section 9.6. Leave Of Absence.**

2
3 **Section 9.6.1.**

4 Upon recommendation of the immediate supervisor to the Superintendent, and upon approval of
5 the Board of Directors, an employee may be granted a leave of absence for a period not to exceed
6 one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional
7 year may be granted. An employee shall not accept employment except with the South Whidbey
8 School District on a substitute or leave replacement basis while on leave. If an employee accepts
9 employment elsewhere without Board approval, that employee shall have forfeited the leave and
10 all employment rights with the District.

11
12 **Section 9.6.1.1.**

13 Requests for leave of absence shall be filed in writing with the principal or immediate
14 administrator and shall state the reason for the leave request. The request shall be
15 forwarded to the Superintendent for approval. The employee shall be entitled to meet with
16 the Superintendent if the leave is denied and to file a written appeal to the Board if the
17 decision is not reversed.

18
19 **Section 9.6.2.**

20 Staff members on leave of absence must notify the Superintendent by March 15th of the leave year
21 of their desire to return to work. Failure to do so will terminate employment. The returning
22 employee will be assigned to the same or comparable position occupied before the leave of
23 absence. Employees hired to fill vacancies created by employees on leave of absence will be hired
24 for a specific period of time, during which they shall be subject to all provisions of this
25 Agreement. It shall be the responsibility of the employer to inform replacement employees of
26 these provisions pursuant to Article IV, Section 4.3 herein.

27
28 **Section 9.6.3.**

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

33
34 **Section 9.7. Personal Leave.**

35 Each employee shall be entitled to three (3) days of personal leave per year. Personal leave is neither sick
36 leave nor bereavement leave and is noncumulative. Personal leave shall not be used during the first week
37 or during the last two (2) weeks of school or to extend any vacation period requests. Exceptions can only
38 be made by prior approval of the employee's supervisor. No more than two (2) employees in the building,
39 at the supervisor's discretion, with minimal disruption to the operation of the school will be granted
40 personal leave on the same day. Employees will be compensated for one hundred (100%) percent of any
41 remaining balance of personal leave hours at the end of the school year.

42
43 **Section 9.8. Family Medical Leave Act.**

44 All employees who work 1250 hours for at least one year shall be eligible for leave under the Family
45 Medical Leave Act. Employees hired to replace employees on FMLA shall be ineligible for insurance
46 benefits. All other aspects of FMLA shall be legally administered by the District.

1 **Section 9.9. Leave Sharing.**

2 Employees may donate sick leave on a daily basis to come to the aid of a fellow employee within the PSE
3 bargaining unit or any other South Whidbey School District employee who is called to serve in the U.S.
4 Armed Forces or is suffering from or has a relative or household member suffering from an extraordinary
5 or severe illness, impairment, or physical or mental condition which has caused or is likely to cause the
6 employee to take leave without pay or terminate his or her employment.

7
8 An employee shall be eligible to receive shared leave in accordance with Policy #5406 under the
9 following conditions:

- 10 1. The employee's job is one in which sick leave can be used and accrued.
- 11 2. The employee is not eligible for time loss compensation September 1 through August 31.
- 12 3. The employee has abided by the District policies regarding the use of sick leave.
- 13 4. The employee has exhausted, or will exhaust, his or her sick leave.
- 14 5. The condition has caused, or is likely to cause, the employee to go on leave without pay or
15 terminate District employment.

16
17 Employees may donate sick leave to specific individuals or the pool using the following criteria:

- 18 1. The employee must have accrued more than one hundred seventy six (176) hours of sick leave.
- 19 2.
- 20 3. Employees may not donate an amount of sick leave that will result in his or her sick leave account
21 going below one hundred seventy six (176) hours.
- 22 4. All donated sick leave must be given voluntarily.
- 23 5. All donations must be in increment of days.
- 24 6. Donations will be applied on an hour-for-hour basis.

25
26
27
28 **ARTICLE X**

29
30 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

31
32 **Section 10.1.**

33 The seniority of employees within the bargaining unit shall be established as of the date on which
34 employees begin continuous daily employment (hereinafter hire date) unless such seniority shall be
35 lost or adjusted as provided in this Article.

36
37 **Section 10.1.1.**

38 The District will provide the Chapter President a seniority list upon reasonable request.

39
40 **Section 10.1.2.**

41 Adjusted hire dates shall be used within each classification. The job classification hire date
42 shall be determined on the date the employee began continuous daily employment in that
43 classification, provided that said hire date shall only be adjusted in full month increments to
44 reflect entire scheduled work month(s) in a non accrual status as defined in Section 10.4.2.

1 **Section 10.2. Regular Employees.**

2 Each new hire, excluding substitutes, leave replacements and temporary employees shall remain in a
3 probationary status for a period of forty (40) days of actual work following the hire date. During this
4 probationary period the District may discharge such employee at its discretion. Such employee(s) shall
5 not have recourse to this Agreement.
6

7 **Section 10.2.1. Substitute Employees.**

8 Anyone employed on a daily basis to replace a regular employee who is absent. If a substitute
9 fills a vacant position for more than twenty (20) workdays they shall be retroactively paid on
10 Step 1 of the Schedule A and the District will immediately post the position.
11

12 **Section 10.2.1.1. Leave Replacement Employees.**

13 Such employees that are hired to replace regular employees on paid leave or FMLA
14 status will not receive benefits with the exception of Step 1 pay related to Schedule A.
15 Such employees that are hired to replace regular employees on unpaid leave of absence
16 will be provided benefits and pay related to Step 1 of Schedule A. Leave replacement
17 employees shall be provided with a two-week written notice of return of regular
18 employees.
19

20 **Section 10.2.1.2. Temporary Employees.**

21 The District shall have the right to post positions as temporary to replace an employee
22 on a leave of absence or to fill a position that will expire at the end of the current
23 student academic year or sooner. Temporary employees shall be compensated the same
24 as regular employees for the duration of their employment.
25

26 **Section 10.2.2.**

27 Employees promoted to a higher-rated position, or hired into a new general job classification,
28 shall be on probationary status of not more than thirty (30) days in the assignment. If the
29 District exercises the probation option, employees shall be placed in existing equivalent
30 position or moved back to the previously-held position. Such placement shall be done in
31 consultation with the Association. This probation process shall be subject to the grievance
32 procedure to the extent that the District decision is arbitrary and capricious.
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 hired 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; and
- 43 C. Retirement.
44
45
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1 **Section 10.4.1.**

2 Seniority rights shall not be lost and shall continue to accrue for the following reasons:

- 3
- 4 A. Time lost by reason of industrial accident, industrial illness, or judicial leave;
- 5 B. Time spent on paid sick leave or temporary disability leave, or any FMLA leave;
- 6 C. Time on leave-of-absence granted for the purpose of serving in the Armed Forces of the
- 7 United States; and
- 8 D. Time spent on other authorized leaves not exceeding one (1) calendar month.
- 9

10 **Section 10.4.2.**

11 Seniority rights shall not be lost but shall not further accrue for the following reasons:

- 12
- 13 A. Time spent in layoff status as hereinafter provided;
- 14 B. Time spent on authorized leaves exceeding one (1) calendar month, except as provided in
- 15 Section 10.4.1.
- 16 C. Change in job classification within the bargaining unit. Employees who change job
- 17 classification within the bargaining unit shall retain their hire date in the previous
- 18 classification, even though they have acquired a new hire date and a new classification.
- 19

20 **Section 10.5.**

21 Employees who assume a position with the South Whidbey School District outside the bargaining unit

22 shall retain their bargaining unit seniority for a period of one (1) calendar year.

23

24 **Section 10.6.**

25 Seniority rights shall be effective within the general job classification. After the application of

26 classification seniority, district wide seniority shall apply based upon original hire date. As used in this

27 Agreement, general job classifications are those set forth in Article I, Section 1.4.

28

29 **Section 10.7.**

30 The employee with the earliest hire date shall have preferential rights regarding shift selection,

31 vacation periods, special services (including overtime), promotions, assignment to new or open jobs or

32 positions, and layoffs when ability and performance are substantially equal with junior employees. If

33 the District determines that seniority rights should not govern because a junior employee or other

34 applicant possesses ability and performance substantially greater than a senior employee or senior

35 employees, the District shall set forth in writing to the employee or employees and the organization's

36 grievance committee chairperson its reasons why the senior employee or employees have been

37 bypassed.

38

39 **Section 10.8.**

40 The District shall publicize within the bargaining unit for a minimum of ten (10) working days (except

41 in emergency situations) the availability of open positions or as soon as possible after the District is

42 apprised of an opening. A copy of the job posting shall be forwarded to the President of the

43 Association beforehand. The Association shall inform the District and keep current the name of the

44 person so designated.

45

46

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48

1 **Section 10.9.**

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

6
7 **Section 10.9.1.**

8 All bumping to avoid layoff shall be on a lateral or downward level when the senior employee
9 is qualified to perform the duties of the position. The District shall have the authority, after
10 consultation with the Union, to direct such a bump between positions that are similar in wages,
11 hours, and working conditions during a layoff situation. Probationary and temporary
12 employees do not have bumping rights, but if they were a regular employee prior to accepting
13 the temporary assignment, they will have bumping rights at their permanent employee level.

14
15 **Section 10.9.2.**

16 The District shall notify employees on the re-employment list by email and posting on the
17 District web site of any temporary or leave replacement positions of more than five (5)
18 consecutive days when they meet the posted minimum qualifications.

19
20 **Section 10.10.**

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

23
24 **Section 10.11.**

25 An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not
26 comply with the requirements of Section 10.10, or if the employee does not respond to the offer of
27 reemployment within fifteen (15) days.

28
29 **Section 10.12.**

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

33
34
35
36 **ARTICLE XI**

37
38 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

39
40 **Section 11.1.**

41 The District shall have the right to discipline or discharge an employee for just cause. Employees who
42 may be subject to discipline shall be given written notice to meet and to discuss the issue with the
43 immediate supervisor. The employee has the right to bring an Association representative to this meeting.
44 The issue of just cause shall be resolved in accordance with the grievance procedure hereinafter provided.
45 If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass
46 the employee before other employees or the public.

1 **Section 11.2. Notification To Non-Annual Employees.**

2 This section is intended to be applicable to those employees whose duties necessarily imply less than
3 twelve (12) months (excluding vacations) work per year.
4

5 **Section 11.2.1.**

6 Should the District decide to lay off any non-annual employee, the employee shall be so notified in
7 writing prior to the expiration of the school year.
8

9 **Section 11.2.2.**

10 Nothing contained herein shall be construed to prevent the District from discharging an employee
11 for acts of misconduct occurring after the expiration of the school year.
12

13 **Section 11.2.3.**

14 Nothing contained in this section shall in any regard limit the operation of other sections of this
15 Article.
16

17 **Section 11.3.**

18 Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees
19 two (2) weeks notice of intention to layoff.
20
21
22

23 **ARTICLE XII**

24 **INSURANCE AND RETIREMENT**

25
26
27 **Section 12.1.**

28 The District shall provide insurance benefits on a pro rated FTE formula each month of this Agreement
29 for the purchase of insurance benefits in mutually approved insurance plans for each employee subject
30 to this Agreement. Monthly FTE contribution levels shall be established on the same level as the
31 highest initial allocation enjoyed by either SWEA or SEIU. Pooling amounts will be determined
32 separately within each bargaining unit.
33

34 **Section 12.1.1.**

35 Mutually approved Basic plans adopted by the District and the Association shall include the
36 following coverages: Health/Medical, Dental and Vision Insurance. All other insurance plans
37 with the exception of group term life and group accidental death and dismemberment, shall be
38 considered optional insurance plans.
39

40 **Section 12.1.2.**

41 Beginning in the 2014-2015 school year, the District will contribute an amount equivalent of
42 \$15.00 per FTE, per month, to the insurance pool to help defray out of pocket expenses. In the
43 event individual employees do not utilize their maximum entitlement, the District shall equally re-
44 apportion any unused amount among employees with insurance deductions from their paycheck
45 until all insurance enrollments are covered or the pool is exhausted.
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1 **Section 12.1.3.**

2 The District and the Association agree to implement and adhere to the provisions of
3 RCW 28A.58.095 and RCW 28A.58.420 regarding medical insurance.
4

5 **Section 12.1.4.**

6 The annual costs of the Health Care Authority (HCA) will be borne by the District.
7

8 **Section 12.2.**

9 Individual employee entitlement to the District payment shall be proportional to the employee's Full-
10 Time-Equivalent (FTE). One (1) FTE equals 1,440 hours of annual employment. Vacation and holiday
11 hours shall be added to the FTE calculation.
12

13 **Section 12.2.1.**

14 The employee's entitlement shall first be applied to the Dental and Vision Plans and thereon
15 among the approved plans, as requested by the employee. Employees shall have the option of
16 augmenting the District's payment to any of the mutually approved plans provided the carrier
17 approves.
18

19 **Section 12.3.**

20 The District shall provide tort liability for all employees subject to this bargaining Agreement for claims
21 filed against them as a result of their actions taken in the course and scope of their employment.
22

23 **Section 12.4.**

24 The District shall participate appropriately in the Washington State Unemployment Compensation Fund
25 or approved cooperative requisite to providing unemployment benefits for all employees subject to this
26 Agreement.
27

28 **Section 12.5.**

29 In determining whether an employee subject to this Agreement is eligible for participation in the
30 Washington State Public Employees' Retirement System, the District shall report all hours worked,
31 whether straight time, overtime, or otherwise.
32

33 **Section 12.5.1.**

34 In the event an employee sustains a duty incurred injury and is temporarily disabled, benefits from
35 applicable sick leave and industrial insurance programs shall be combined so that the combined
36 benefits will equal the employee's regular salary. In such case, the District will continue the
37 employer's share of contributions for PERS/SERS and health benefits up to a maximum of twelve
38 (12) months.
39

40 In the event an employee exhausts his/her sick leave and has not returned to work, and is not
41 receiving any compensation from the District, the District shall pay both the employer and
42 employee retirement contributions to the retirement system and continue the District's insurance
43 contribution for up to a maximum of twelve (12) consecutive months from the date the employee
44 exhausted his/her sick leave.
45
46
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48

1 **Section 12.5.2.**

2 The District shall reimburse to a maximum of five hundred dollars (\$500.00) to employees per
3 school year for replacement of any clothing or other personal property damaged or destroyed
4 by a malicious act during the course of his/her assigned working hours plus all medical,
5 surgical or hospital service incurred as the result of any injury sustained in the course of his/her
6 assigned working hours.

7
8 **Section 12.6.**

9 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan
10 sponsored by the Public School Employees of Washington. On receipt of a written authorization by an
11 employee, the District shall make the requisite withholding adjustments and deductions from the
12 employee's salary.

13
14
15
16 **ARTICLE XIII**

17
18 **PROFESSIONAL DEVELOPMENT**

19
20 **Section 13.1.**

21 In the mutual interests of the District and Association, the District shall provide no less than seven (7)
22 hours or one work day of professional development opportunities for each member of the Association per
23 year. Employees are encouraged to seek additional opportunities that are relevant to their jobs. Each
24 individual member shall be reimbursed up to \$150.00 per year for these prior-approved professional
25 development opportunities. Employees may accumulate up to \$450.00 of unused funds. Employees may
26 not donate unused funds to others. The District will determine if the training opportunity is relevant to the
27 individual position. All trainings for which the employee is seeking time away from work and/or
28 additional compensation must be preapproved.

29
30
31
32 **ARTICLE XIV**

33
34 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

35
36 **Section 14.1.**

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

40
41 **Section 14.2.**

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

1 **Section 14.3.**

2 The parties recognize that an employee should have the option of declining to participate as a member in
3 the Association, yet contribute financially to the activities of the Association in representing such
4 employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the
5 membership requirements of the previous sections of this Article, an employee who declines membership
6 in the Association may pay to the Association each month a service charge as a contribution towards the
7 administration of this Agreement in an amount equal to the regular monthly dues. This service charge
8 shall be collected by the Association in the same manner as monthly dues.
9

10 **Section 14.4.**

11 Any employee, hired subsequent to the effective date of this Agreement, who refuses to become a member
12 of the Association in good standing or pay the service charge in accordance with the previous sections,
13 shall, at the option of the Association, be immediately discharged from employment by the District.
14

15 **Section 14.5.**

16 The District will notify the Association of all new hires within ten (10) working days of the hire date. At
17 the time of hire, the District will inform the new hire of the terms and conditions of this Article. The
18 Association shall furnish the District a sufficient supply of this Agreement.
19

20 **Section 14.6.**

21 Nothing contained in this Agreement shall require Association membership of employees who object to
22 such membership based on bona fide religious tenets or teachings of a church or religious body of which
23 such employee is a member. Such employee shall pay an amount equivalent to normal dues to a non-
24 religious charity or other charitable organization mutually agreed upon by the employee and the
25 Association. The employee shall furnish written proof that such payment has been made. If the employee
26 and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations
27 Commission pursuant to RCW 41.56.122.
28

29 **Section 14.7. Checkoff.**

30 The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such
31 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to
32 the Treasurer of the Public School Employees of Washington on a monthly basis.
33

34 **Section 14.7.1. Political Action Committee.**

35 The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct
36 from the pay of such bargaining unit employee the amount of contribution the employee voluntarily
37 chooses for deduction for political purposes and shall transmit the same to the Union on a check separate
38 from the Union dues transmittal check. Section 14.7.2. of the Collective Bargaining Agreement shall
39 apply to these deductions. The employee may revoke the request at any time. At least annually, the
40 employee shall be notified by the PSE State Office about the right to revoke the request.
41

42 **Section 14.7.2. Hold Harmless.**

43 The Union will indemnify, defend and hold the District harmless against any claims made, and any suit
44 instituted against the District on account of any checkoff of Union dues (Section 14.7) or requirement that
45 employees pay membership or representation fees to the Union or a charitable organization as a condition
46 of employment (Section 14.6), or voluntary political contributions.
47
48

ARTICLE XV
GRIEVANCE PROCEDURE

Section 15.1.

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

Section 15.2. Grievance Steps.

Section 15.2.1. Step 1.

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

Section 15.2.2. Step 2.

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

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

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration within fifteen (15) days after the discussion and shall submit a copy to the official in the Administration responsible for personnel. The parties will have five (5) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 15.2.3. Step 3.

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

Section 15.2.4. Step 4.

If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days to the District Board of Directors. After such submission, the parties will have fifteen (15) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If

1 an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors
2 reserves the right to summon the employee for an oral statement of the grievance. The employee
3 reserves the right to appear before the Board of Directors to explain the grievance. At any
4 appearance before the Board of Directors, the employee may be accompanied by an Association
5 representative or designee.
6

7 **Section 15.2.5. Step 5.**

8 If no settlement has been reached within the fifteen (15) days referred to in the preceding
9 subsection, and the Association believes the grievance to be valid, the grievance shall be submitted
10 for arbitration. The arbitration shall be conducted under the Voluntary Rules of the American
11 Arbitration Association. The parties shall share the Arbitrator's fees equally; however, each party
12 shall pay the full cost for its own expenses of Arbitration. The decision of the Arbitrator shall be
13 final and binding on the parties.
14

15 **Section 15.3.**

16 The grievance or arbitration discussions shall take place whenever possible on school time. The employer
17 shall not discriminate against any individual employee or the Association for taking action under this
18 Article.
19
20
21

22 **ARTICLE XVI**

23 **TRANSFER OF PREVIOUS EXPERIENCE**

24
25
26 **Section 16.1.**

27 When any employee in a similar occupational status leaves a school district within the State and
28 commences employment with this District, the employee shall retain the same leave benefits and other
29 benefits that the employee would have had in this District. Seniority rights shall not be transferred in any
30 manner. Longevity is fully transferable for salary schedule placement.
31

32 **Section 16.1.1.**

33 If this District has a different system for computing leave benefits and other benefits, then the
34 employee shall be granted the same leave benefits and other benefits as an employee in the District
35 who has similar occupational status and total years of service. All new hires, regardless of
36 longevity, shall be subject to the probationary provisions of this Agreement.
37

38 **Section 16.2.**

39 Employees with experience other than in a Washington school district, shall be entitled to petition for
40 longevity credit. Such credit shall be on the basis of one (1) year advanced placement for each two (2)
41 years of relevant experience. New employees must request such credit and provide documentation from
42 their former employer(s) to support their request within sixty (60) days of hire. The validity of previous
43 experience shall be determined by the employer and decisions are not subject to the grievance procedure.
44 Appeals may be addressed to the Superintendent, whose decision shall be final and binding. Employees
45 whose placement would be reduced based upon this Agreement will be held harmless but will not move
46 forward on the schedule until movement is warranted based upon this agreement.
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ARTICLE XVII

EVALUATION

Section 17.1.

The Supervisor/Administrator shall annually meet with and evaluate each employee to discuss his/her performance by the last working day of the school year. The Supervisor/Administrator will make every effort to inform the employee of performance concerns as they arise. The content of the annual performance appraisal is not subject to grievance. The District shall utilize the Performance Evaluation Report attached hereto as Schedule B.

ARTICLE XVIII

SALARIES AND EMPLOYEE COMPENSATION

Section 18.1.

Employees shall receive a personalized statement consistent with the Salary Compute Sheet documenting their work year information. Employees shall receive notice of changes in their sick leave account on a monthly basis.

Section 18.1.1.

All employees shall work the day before school starts.

Section 18.1.1.1.

All Head School Secretaries in traditional schools shall be assigned two hundred and five (205) days.

Section 18.2.

Salaries for employees subject to this Agreement during the term of this Agreement are contained in Schedule A attached hereto and by this reference incorporated herein. All employees subject to the terms of this Agreement shall receive wage enhancements in each step, category and classification in percentage amounts equal to those authorized by the State Legislature during the term of this Agreement. Such enhancements shall be in addition to all other increases provided for by this Agreement.

Section 18.2.1.

The District shall divide each employee's total annual compensation into twelve (12) equal payments.

Section 18.2.2.

Additional compensable items shall be paid with the June pay check.

Section 18.3.

For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.

1 **Section 18.4.**

2 Any employee required to travel from one site to another in a private vehicle during working hours shall
3 be reimbursed for travel on a per mile basis at the highest District per mile rate.
4

5 **Section 18.5.**

6 Employees required to remain overnight on District business shall be reimbursed for room and board
7 expenditures, subject to District reimbursement guidelines.
8

9 **Section 18.6. Incremental Step Placement.**

10 Employees shall advance to higher incremental steps on September 1st, based upon the attainment of the
11 years of service credit designated on Schedule A. Upon the completion of the 20th year of service, the
12 employee shall receive an additional 3% increase for each additional three (3) years of service. For
13 employees hired after September 1, 2001, movement on the schedule is based upon a hire date prior to
14 February 1st for step advancement. (See attached LOA).
15

16 **Section 18.7. Position Review.**

17 Employee(s) may submit a written request for a position review to their immediate supervisor(s) no later
18 than April 15. The immediate supervisor will evaluate the request and will submit it to a committee of
19 two (2) bargaining unit representatives and two (2) District representatives who will either deny or
20 recommend approval no later than May 15. The superintendent's final written decision, which includes
21 rationale, will be sent to the employee(s) by May 31.
22

23 **Section 18.8.**

24 Bargaining unit employees will be entitled to purchase staff passes to all District events for themselves
25 and immediate family members for the same per season as SWEA.
26

27 **Section 18.9**

28 A designee chosen by the PSE members at each building shall be compensated for attending the
29 Building Leadership Team and Faculty Staff meetings at their respective building. No more than one
30 employee shall be compensated for attending either of these meetings.
31
32
33

34 **ARTICLE XIX**

35 **TERM AND SEPARABILITY OF PROVISIONS**

36 **Section 19.1.**

37 The term of this Agreement shall be September 1, 2017 to August 31, 2020.
38

39 **Section 19.1.1.**

40 Any cost of living percentage increase funded in any Washington State Biennial Budget currently
41 or retroactively for the 2017-18, 2018-19, and 2019-20 school years, will be passed through to all
42 employees. Step increases will be effective September 1.
43
44
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46 **Section 19.2.**

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

1 **Section 19.2.1.**

2 Each year of this Agreement, all salaries on Schedule A shall be increased by any state
3 authorized salary increases which may be provided. Step increases will be effective September
4 1st of each year of this agreement.
5

6 **Section 19.2.2.**

7 This Agreement shall be reopened for the 2019-20 school year to bargain one (1) non-monetary
8 and one (1) monetary issue for each party.
9

10 **Section 19.3.**

11 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
12 parties in writing and shall be reopened as necessary to consider the impact of any legislation enacted
13 following the execution of this Agreement which may arguably affect the terms and conditions herein
14 or create authority to alter personnel practices in public employment.
15

16 **Section 19.4.**

17 If any provision of this Agreement or the application of any such provision is held invalid, the remainder
18 of this Agreement shall not be affected thereby.
19

20 **Section 19.5.**

21 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with
22 State or Federal statutes or regulations promulgated pursuant thereto.
23

24 **Section 19.6.**

25 In the event either of the two (2) previous sections is determined to apply to any provision of this
26 Agreement, such provision shall be renegotiated pursuant to Section 19.3.
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**South Whidbey School District #206
Public School Employees of Washington/SEIU Local 1948
Schedule A**

September 1, 2017 – August 31, 2018

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Years of Service	1st Year	2-3 Yrs	4-5 Yrs	6-8 Yrs	9-11 Yrs	12-14 Yrs	15-17 Yrs	18-20 Yrs	21-22 Yrs	23-24 Yrs	25+
Years on Step	1	2	2	3	3	3	3	3	2	2	
Para-Educator/Library Clerk	\$15.66	\$15.97	\$16.29	\$16.61	\$16.94	\$17.27	\$17.61	\$17.96	\$18.31	\$18.68	\$19.05

Secretary - Level 1	\$19.15	\$19.48	\$19.81	\$20.14	\$20.48	\$20.83	\$21.18	\$21.54	\$21.91	\$22.28	\$22.66
Secretary - Level 2	\$18.13	\$18.60	\$18.91	\$19.23	\$19.56	\$19.89	\$20.23	\$20.57	\$20.92	\$21.28	\$21.64
Secretary - Level 3	\$17.36	\$17.68	\$18.01	\$18.35	\$18.69	\$19.04	\$19.39	\$19.75	\$20.12	\$20.49	\$20.87

Student Support	\$18.53	\$18.88	\$19.25	\$19.62	\$20.00	\$20.38	\$20.78	\$21.18	\$21.59	\$22.00	\$22.43
Health Services Assistant	\$18.53	\$18.88	\$19.25	\$19.62	\$20.00	\$20.38	\$20.78	\$21.18	\$21.59	\$22.00	\$22.43

Technology Technician	\$24.85	\$25.14	\$25.44	\$25.75	\$26.05	\$26.36	\$26.68	\$27.00	\$27.32	\$27.64	\$27.97
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Braille Specialist	\$21.84	\$22.26	\$22.69	\$23.13	\$23.57	\$24.03	\$24.49	\$24.96	\$25.44	\$25.93	\$26.43
Registered Nurse	\$28.39	\$28.84	\$29.30	\$29.77	\$30.25	\$30.73	\$31.22	\$31.72	\$32.23	\$32.75	\$33.27

South Whidbey School District #206
Public School Employees of Washington/SEIU Local 1948
Schedule A - Pre COLA
September 1, 2018 – August 31, 2020

PSE 2018-20 SALARY SCHEDULE (Pre 18-19 COLA)

Years of Service	1st Year	2-3 years	4-5 years	6-8 years	9-11 years	12-14 years	15-17 years	18-20 years	21-22 years	23-24 years	25+
Years on Step	1	2	3	4	5	6	7	8	9	10	11
STEP	1	2	3	4	5	6	7	8	9	10	11
Para-Educator /Library Clerk	\$ 16.27	\$ 16.59	\$ 16.92	\$ 17.25	\$ 17.60	\$ 17.94	\$ 18.29	\$ 18.65	\$ 19.02	\$ 19.40	\$ 19.78
Secretary - Level 1	\$ 19.15	\$ 19.48	\$ 19.81	\$ 20.14	\$ 20.48	\$ 20.83	\$ 21.18	\$ 21.54	\$ 21.91	\$ 22.28	\$ 22.66
Secretary - Level 2	\$ 18.13	\$ 18.60	\$ 18.91	\$ 19.23	\$ 19.56	\$ 19.89	\$ 20.23	\$ 20.57	\$ 20.92	\$ 21.28	\$ 21.64
Secretary - Level 3	\$ 17.36	\$ 17.68	\$ 18.01	\$ 18.35	\$ 18.69	\$ 19.04	\$ 19.39	\$ 19.75	\$ 20.12	\$ 20.49	\$ 20.87
Student Support	\$ 18.53	\$ 18.88	\$ 19.25	\$ 19.62	\$ 20.00	\$ 20.38	\$ 20.78	\$ 21.18	\$ 21.59	\$ 22.00	\$ 22.43
Health Services Assistant	\$ 18.53	\$ 18.88	\$ 19.25	\$ 19.62	\$ 20.00	\$ 20.38	\$ 20.78	\$ 21.18	\$ 21.59	\$ 22.00	\$ 22.43
Technology Technician	\$ 24.85	\$ 25.14	\$ 25.44	\$ 25.75	\$ 26.05	\$ 26.36	\$ 26.68	\$ 27.00	\$ 27.32	\$ 27.64	\$ 27.97
Braille Specialist	\$ 21.84	\$ 22.26	\$ 22.69	\$ 23.13	\$ 23.57	\$ 24.03	\$ 24.49	\$ 24.96	\$ 25.44	\$ 25.93	\$ 26.43
Registered Nurse	\$ 28.39	\$ 28.84	\$ 29.30	\$ 29.77	\$ 30.25	\$ 30.73	\$ 31.22	\$ 31.72	\$ 32.23	\$ 32.75	\$ 33.27

Updated Para/Library in second year of schedule per negotiations
 Need to apply 2018 COLA for 18-19 - Schedule A

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

SOUTH WHIDBEY CHAPTER #826

BY: *Vivian Stemberge*
Vivian Stemberge, Chapter President

DATE: *8/31/17*

SOUTH WHIDBEY SCHOOL DISTRICT #206

BY: *[Signature]*
Jo Moccia, Superintendent

DATE: *8/31/17*

1
2 **LETTER OF AGREEMENT**
3

4 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING
5 AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF SOUTH WHIDBEY AND THE
6 SOUTH WHIDBEY SCHOOL DISTRICT. THIS AGREEMENT IS ENTERED INTO PURSUANT
7 TO ARTICLE XIX, SECTION 19.3 OF THE CURRENT COLLECTIVE BARGAINING
8 AGREEMENT.
9

10
11 Both PSE and the district acknowledge that some paraeducators have completed training in Applied
12 Behavior Analysis, in the 16-17 school year, in coursework offered by UW Autism Center and
13 NWESD. It is also acknowledged that with a new Special Education Director coming to the district
14 there will be opportunities to analyze the program, student need, etc.
15

16 With that said both parties agreed to postpone any outcomes until the 2018-19 school year and agree to
17 meet as a sub-committee on this subject within the 2017-18 school year. This sub-committee will
18 consist of no more than four (4) representatives from PSE and no more than four (4) representatives
19 selected by the district. This sub-committee may make recommendations for consideration for PSE
20 and the district. This agreement does not bind the district or PSE to accept those recommendations.
21

22 This Letter of Agreement shall become effective upon signature, and shall be attached to the current
23 collective bargaining agreement.
24

25 PUBLIC SCHOOL EMPLOYEES
26 OF WASHINGTON/SEIU Local 1948
27

28 SOUTH WHIDBEY CHAPTER
29

30 BY: *Vivian Stembridge*
31 Vivian Stembridge, Chapter President
32

33
34 DATE: 8/31/17
35
36

37 SOUTH WHIDBEY SCHOOL DISTRICT #206
38

39 BY: *[Signature]*
40 Jo Moccia, Superintendent
41

42
43 DATE: 8/17/17
44
45
46
47
48



1 **LETTER OF AGREEMENT**

2
3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING
4 AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF SOUTH WHIDBEY AND THE
5 SOUTH WHIDBEY SCHOOL DISTRICT. THIS AGREEMENT IS ENTERED INTO PURSUANT
6 TO ARTICLE XIX, SECTION 19.3 OF THE CURRENT COLLECTIVE BARGAINING
7 AGREEMENT.

8
9 PSE and the South Whidbey School District agree to the following changes in Section 18.6 of the
10 Collective Bargaining Agreement.

11 The parties agree as follows:

12 **Section 18.6. Incremental Step Placement.**

13
14
15 Employees shall advance to higher incremental steps on September 1st, based upon the attainment of
16 the years of service credit designated on Schedule A. Commencing with the beginning of an
17 employee's credited or actual 28th year of service with the district, and continuing in three (3) year
18 increments thereafter the employee shall receive 3% salary increase. For employees hired after
19 September 1, 2001, movement on the schedule is based upon a hire date prior to February 1st for step
20 advancement.
21

22
23 This Letter of Agreement shall become effective upon signature, and shall be attached to the current
24 collective bargaining agreement.
25
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27

28 PUBLIC SCHOOL EMPLOYEES
29 OF WASHINGTON/SEIU Local 1948

30 SOUTH WHIDBEY CHAPTER

SOUTH WHIDBEY SCHOOL DISTRICT #206

31
32
33
34 BY: *Vivian Stenbridge*
35 Vivian Stenbridge, Chapter President

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38
39 BY: *[Signature]*
40 Jo Moccia, Superintendent

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DATE: *8/31/17*

DATE: *8/31/17*

