

COLLECTIVE BARGAINING AGREEMENT BETWEEN

WAHLUKE SCHOOL DISTRICT #73

AND

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON

WAHLUKE CHAPTER

SEPTEMBER 1, 2016 – AUGUST 31, 2020



Public School Employees of Washington/SEIU Local 1948

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P R E A M B L E

This Agreement is made and entered into between Wahluke School District Number 73 (hereinafter “District”) and Public School Employees of Wahluke School District Number 73 (hereinafter “Association”).

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A R T I C L E I

R E C O G N I T I O N

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Section 1.1.

The Wahluke School District recognizes the Wahluke Classified Employees Unit, an affiliate of the Public School Employees of Washington, as the exclusive representative of the employees covered in this Agreement. The bargaining unit to which the Agreement is applicable is as follows: Transportation, Food Service, Para Professionals, Secretarial, Home Visitor/Migrant, Maintenance and Custodial. Excluded are: Business Manager, Supervisor of Food Service, Supervisor of Transportation, Supervisor of Maintenance and Operations, Bus Shop Supervisor, District Office Secretaries, Social Workers, Intervention Specialists, a Nurse; Computer Technicians and Grants Office Secretaries.

Section 1.2. Substitutes.

A substitute employee is defined as an individual who temporarily replaces a current employee absent from a regularly posted position. The employee who works less than one-sixth (1/6) of the workdays in a normal academic year is not covered by this Agreement. The employee shall be paid at the Substitute rate on Schedule A. WAC-391-35-350.

Section 1.2.1.

Substitute employees doing bargaining unit work who work more than one-sixth (1/6th) of a normal academic year, in the same assignment, in any twelve (12) month period, and continue to be available for work, are covered by the collective bargaining agreement subject to the following limitations: Article I; and shall be paid at the probation rate on Schedule A, provided that the substitute meets the position eligibility criteria. Probation rate of pay shall be retroactive to the first (1st) day in the position after the thirty-first (31st) day in the assignment.

Section 1.2.2. Temporary.

A temporary employee who has not worked a sufficient amount of time to qualify as a regular part-time employee is presumed to lack an expectation of continued employment and is not covered by this Agreement. The employee shall be paid at the probation rate on Schedule A provided he/she meets eligibility criteria.

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ARTICLE II

CONFORMITY TO LAW

Section 2.1.

This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this Agreement or any application to any employee or group of employees covered by this Agreement is found contrary to law, such provision shall become inoperative. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE III

ENTIRE AGREEMENT CLAUSE

Section 3.1.

This Agreement supersedes and cancels any agreements, verbal or written or based, on alleged past practices between the District and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE IV

MANAGEMENT RIGHTS

Section 4.1.

The parties agree that all rights, powers, functions, and authority of management are vested in the District. Such rights, powers, functions, and authority include but are not limited to the right to direct the work force, the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

Section 4.2. Drug and Alcohol Testing.

In the event the District has reasonable cause to suspect that an employee may be under the influence of alcohol or illegal drugs while performing the responsibilities of his/her employment with the District, the District shall have the right to require that such employee subject him/herself to drug and/or alcohol testing. The complete cost of such testing shall be at District expense. In the event that the test results are positive, the employee is entitled to a second test which may include (at the employee's option) use of the Gas Chromatograph or other proven test of equal or greater validity. The second test shall be at the employee's expense unless the second test contradicts the results of the first test; in which case, the District shall pay for the second test.

1 In the event that testing remains positive, the District shall follow the requirements of the Just Cause
2 provision of this Agreement.

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4 Drivers will be subject to random drug testing according to the law.
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8 **ARTICLE V**

9 **EMPLOYEE RIGHTS**

10 **Section 5.1. Right to Join.**

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12 The District agrees that every member of the bargaining unit has the right to organize, join, or not to
13 join, and support the Association within the meaning of RCW 41.56. Both the Association and District
14 agree they will not discriminate against any employee because of membership or non-membership in
15 the Association.
16

17 **Section 5.2. Right to Attention.**

18 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
19 Association representatives and/or appropriate officials of the District.
20

21 **Section 5.3. Association.**

22 Employees covered by this Agreement have the right to have Association representatives present at
23 discussions, between themselves and supervisors or other representatives of the District, which concern
24 or may reasonably lead to disciplinary action.
25

26 **Section 5.4. Use of District Facilities.**

27 The Association representatives and members shall have the right to use District Buildings during non-
28 duty hours for Association business, provided such use does not conflict with other building uses. The
29 Association may use the District's audio visual equipment, duplicating, photo-copy equipment and
30 other equipment provided it doesn't interfere with the normal operation of the District. The
31 Association shall reimburse the District for the cost of materials, supplies and equipment at the posted
32 rates.
33

34 **Section 5.4.1.**

35 The District shall provide a bulletin board space at each work site for the use of the Association.
36 The Association shall have the right to post notices of activities and matters of Association
37 concern on these bulletin boards. The bulletins posted by the Association are the responsibility of
38 the officials of the Association.
39

40
41 The Association shall have the right to use District email, mail service and staff mailboxes for
42 official PSE chapter communication. The Association acknowledges that District email is not
43 private or confidential. All emails are subject to disclosure via a request for public information.
44

45 **Section 5.5. Employee Rights.**

46 The District shall develop and maintain job descriptions for all bargaining unit positions. Job
47 descriptions shall be kept current and accurately reflect the employee's duties and responsibilities.

1 Employees will be provided a copy of their job descriptions upon request, and at the time they are
2 hired.

3
4 **Section 5.6. Personnel File.**

5 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the
6 District Administration office. Each employee shall have the right upon request, and after making an
7 appointment for that purpose with the personnel administrator, to review the contents of his/her official
8 personnel file. The review shall be made in the presence of the administrator responsible for
9 safekeeping of these files. During the review employees shall be allowed to copy any material therein
10 and shall be permitted to make written inventory of material there, and, on request, have such
11 inventory signed and dated by a representative of the administration. Any evaluative or disciplinary
12 document that may result in a disciplinary action placed in the employee's personnel file must first be
13 submitted to the employee. A written statement by the employee may be attached to the above
14 document or evaluation to explain any relevant circumstances.

15
16 Employees shall have the ability to purge their personnel file of derogatory material excluding
17 evaluations or any violations of state law after three (3) years from the time it was placed in the file.
18 Removal of derogatory material is subject to the approval of the Superintendent. Should the removal
19 of the material be denied the Superintendent will meet with the employee to discuss the reason(s).

20
21 **Section 5.7. Association Leave and Release Time.**

22 Classified employees who are duly authorized by the Association and who are mutually scheduled by the
23 parties to participate during working hours in negotiations, grievance proceedings, conferences, or other
24 meetings relating to matters between the District and the Association, and approved by the
25 Superintendent, shall suffer no loss of pay for attendance at said meetings.

26
27 **Section 5.7.1.**

28 Release time shall be granted to the Association President or his/her designees to carry out the
29 duties of his/her office. The total amount of release time will be a maximum of five (5) days a
30 year. Substitute cost shall be reimbursed by the Association.

31
32 **Section 5.7.2.**

33 Release time for Wahluke PSE members requested by the Public School Employees of
34 Washington State organization may be granted to the employee. All costs associated with the
35 employee's absence will be reimbursed by PSE of Washington. Request for release time will be
36 handled through the Superintendent.

37
38 **Section 5.8.**

39 Upon request, the local Chapter President or designee shall annually be given a list of all members
40 including phone number, address, current position, rate of pay, hours per day, days per year, and date
41 of hire. The district will also provide a current seniority list by February 15th of each school year.

42
43 **Section 5.9. Non-Discrimination.**

44 Neither the District, nor the Association, shall discriminate against any employee subject to this
45 Agreement on the basis race, creed, religion, national origin, age, sex, honorably discharged veteran or
46 military status, marital status, sexual orientation including gender expression or identity or the
47 presence of any sensory, mental, or physical disability or the use of a trained dog guide or service
48 animal by a person with a disability as long as the impairment or status does not interfere with the

1 employee's performance on the job, and without regard to an employee's membership status in the
2 Association. This policy shall be in accordance with State and Federal Statute as amended, and rights
3 under Chapter 41.56 RCW, Public Employees' Collective Bargaining Act
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7 ARTICLE VI

8 ASSOCIATION REPRESENTATION

9 **Section 6.1. Right to Negotiate.**

10 The Association shall have the right to negotiate with the District or its representatives at mutually
11 agreed upon times on matters of wages, hours and working conditions within the meaning of RCW
12 41.56. The Association has the right and responsibility to represent the interests of all employees in
13 the unit; to present its views to the District in matters of concern, either orally or in writing; to consult
14 or be consulted with respect to the formulation, development and implementation of industrial relations
15 matters and practices which are the authority of the District. The District will discuss the manner and
16 method of any reduction in force. The District will enter into collective negotiations with the object of
17 reaching an agreement applicable to all employees within the bargaining unit.
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20 **Section 6.2. Labor Management Meetings.**

21 The PSE Chapter Executive Board and/or Executive Board designee shall meet with the
22 Superintendent of the District and his/her designated representatives on a mutually agreeable, regular
23 basis to discuss appropriate matters.
24
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26 **Section 6.3. Access to District Premises.**

27 Representatives of the Association, upon making their presence known to the District, shall have
28 access to the District premises during business hours, provided that no conferences or meetings
29 between employees and Association representatives will in any way hamper or obstruct the normal
30 flow of work.
31

32 **Section 6.4. Employee Information.**

33 The District will supply an electronic file listing of all bargaining unit employees with Directory
34 information to PSE of Washington upon request, provided that such lists are not requested more than
35 four (4) times each calendar year. Directory information will include name, positions, work location,
36 mailing address and hire date.
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40 ARTICLE VII

41 LEAVES

42 **Section 7.1. Sick Leave.**

43 In accordance with RCW 28A.400.300, the District hereby establishes annual leave with
44 compensation. Sick leave includes leave accrued pursuant to the RCW's with compensation for
45 illness, injury, emergency, maternity, paternity, industrial, and immediate family. Sick leave will
46 accumulate in accordance with Section 7.1.1 after the employee has reported to work for at least one
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1 day of the year. Leave for reasons not specifically identified in Article VII, or not specifically
2 provided elsewhere in the Agreement, is strictly prohibited.

3
4 **Section 7.1.1. Rate of Accumulation.**

5 Each employee shall earn and accumulate one (1) day of sick leave for each calendar month
6 worked; provided, however, that no employee shall accumulate less than ten (10) days of sick
7 leave per school year. An employee who works eleven (11) workdays in any calendar month
8 will be given credit for the full calendar month. Sick leave shall be vested when earned and
9 may accumulate up to a maximum of one hundred eighty (180) days entitlement for the
10 purposes of RCW 28A.400.210 and RCW 28A.400.220, and for leave purposes, up to a
11 maximum of the number of contracted days agreed to in a given contract, but not greater than
12 one year. The District shall project the number of annual days of sick leave at the beginning of
13 the school year according to the estimated calendar months the employee is to work during that
14 year. The employee shall be entitled to the projected number of days of sick leave at the
15 beginning of the school year. Sick leave benefits shall be compensated at the employee's
16 current rate of pay.

17
18 **Section 7.1.2.**

19 Sick leave is for those absences caused by reason of personal illness to the employee or to care
20 for a dependent child with a health condition that requires treatment or supervision. Sick leave
21 may also be utilized for doctor and dentist appointments that cannot reasonably be scheduled
22 on non-school days. When such leave is necessary on a school day, every effort should be
23 taken to schedule the appointments as late in the day as possible and in reasonable proximity to
24 the District. Elective, non-emergency surgery should be scheduled with the same
25 considerations.

26
27 **Section 7.1.3. Emergency Leave.**

28 Emergency leave is for a problem or situation that has been suddenly precipitated or is
29 unplanned, or where pre-planning could not relieve the necessity for the employee's absence.
30 Such leaves are limited to five (5) days per year and must be approved by the Superintendent
31 who may consult with the Supervisor if necessary. Emergency leave will be deducted from the
32 employee's sick leave.

33
34 **Section 7.1.4. Injury Leave.**

35 Injury leave is for those absences caused by reason of injury to the employee only when such
36 injury is of such a nature as to preclude attendance at work. Leave taken for injuries caused
37 while on the job shall be managed in accordance with industrial absences.

38
39 **Section 7.1.5. Due to On-The-Job Injury.**

40 Whenever an employee is absent from employment and unable to perform his/her duties as a
41 result of injuries sustained in the course of employment, the District shall grant the injured
42 employee sick leave with pay for a period not to exceed the amount of the employee's sick
43 leave account. In the case of any injury which is covered by the State Workman's
44 Compensation Act, the District will pay to such employee the available sick leave pay for the
45 period of the absence. Upon receipt of State Labor and Industries insurance or trust providers
46 payments for the applicable time loss, the employee shall endorse any and all such time loss
47 payment checks and present them to the District's payroll office. The District will then
48 reimburse the employee's sick leave account with hours or days equivalent to those which

1 payment has been allowed by the provider. All other benefits such as retirement, social
2 security, and salary placement shall be maintained by the District.

3
4 **Section 7.1.6. Family Illness.**

5 The District shall grant sick leave to employees in the event of illness within the immediate
6 family of the employee. It is intended to follow the Washington State Family Care Act. Under
7 these rules employees may use paid leave for care of a child with a health condition that
8 requires treatment or supervision, or to care for a spouse, parent, parent-in-law, or grandparent
9 or an adult child with disabilities, who has a serious health condition or an emergency health
10 condition.

11
12 The Federal Family and Medical Leave Act can also be utilized for family illness.

13
14 **Section 7.1.7. Federal Family and Medical Leave.**

15 Federal Family and Medical Leave Act (FMLA) of 1993 grants up to twelve (12) weeks unpaid
16 leave to employees who qualify.

17
18 **Section 7.1.8. Maternity Leave.**

19 Upon application to the Superintendent, the District shall grant maternity leave. Such leave
20 shall commence at such time as the employee and her medical advisor deem necessary.
21 Employees granted maternity leave may be allowed compensation for the time of temporary
22 disability due to pregnancy and childbirth in accordance with Section 7.1, up to thirty (30)
23 days. Other accumulated leave may also be used for the period of maternity/disability leave.
24 As provided for in Federal and State Family and Medical Leave laws, employees may be
25 eligible for approved unpaid leave of absence for child rearing purposes.

26
27 **Section 7.1.9. Paternity Leave.**

28 A male employee, upon request, will be granted up to five (5) days leave on or about the date
29 of birth for his child.

30
31 **Section 7.1.10. Annual Buy-Out of Accumulated Sick Leave Attendance Incentive**
32 **Program.**

33 In January of the year following any year in which a minimum of sixty (60) days of sick leave
34 is accrued, and each January thereafter, any eligible employee may exercise an option to
35 receive remuneration for unused sick leave accumulated in the previous year at a rate equal to
36 one (1) day's monetary compensation of the employee for each four (4) days of accrued sick
37 leave in excess of sixty (60) days. Leave for illness or injury for which compensation has been
38 received shall be deducted from accrued sick leave at the rate of four (4) days for every one (1)
39 day's monetary compensation.

40
41 At the time of separation from school employment due to retirement or death, an eligible
42 employee (or the employee's estate) as defined in RCW 28A.400.210, shall receive
43 remuneration at a rate equal to one (1) day's current monetary compensation of the employee
44 for each four (4) days accrued sick leave.

45
46 **Section 7.1.11. Transfer of Sick Leave.**

47 Employees who have accrued sick leave while employed by another public school district in

1 the State of Washington shall be given credit for such accrued sick leave upon employment by
2 the District.

3
4 **Section 7.1.12. Sick Leave Sharing.**

5 The District agrees to a leave-sharing program for classified staff in accordance with the
6 requirements of RCW 28A.400.380 and WAC 392-126. An employee may choose to donate
7 portions of his/her accumulated sick leave, to come to the aid of another named employee who
8 has depleted his/her annual leave and sick leave reserve and is suffering from an extraordinary
9 or severe illness, injury, impairment, or physical or mental condition which has caused or is
10 likely to cause the employee to take an extended leave without pay or to terminate his/her
11 employment. A contributing employee must have a sick leave balance of more than one
12 hundred seventy six (176) hours to donate. An employee may transfer a specific amount of
13 sick leave to an employee requesting shared leave only when the donating employee retains a
14 minimum of one hundred seventy six (176) hours of sick leave after the transferred leave shall
15 be calculated on an hours-donated and an hours-received basis. A maximum of six (6) days
16 may be donated per employee in any one school year. Any leave transferred which remains
17 unused shall be returned at its original value to the employee or employees who transferred the
18 leave when it is found that the leave is no longer needed or will not be at a future time in
19 connection with the illness or injury for which the leave was transferred. The Superintendent
20 and/or Association representative may, if appropriate, require a healthcare provider statement
21 confirming the extent and/or severity of the illness, injury or impairment.

22
23 **Section 7.2. Bereavement Leave.**

24 Up to five (5) days bereavement leave with pay shall be granted, per incident, in the employee's
25 immediate family. For purposes of this provision the term "immediate family" shall mean spouse,
26 registered domestic partner, child, sibling, parent, grandparent, grandchild, and spouse's or registered
27 domestic partner's sibling, parent or grandparent and other persons living in the household for which
28 the employee is responsible. One (1) day of bereavement leave with pay shall be granted, per incident,
29 for aunts, uncles, nieces, nephews, cousins or to attend the funeral of a close friend. Bereavement leave
30 shall not be deducted from the employee's accumulated sick leave.

31
32 **Section 7.2.1**

33 Up to three (3) days bereavement leave with pay shall be granted, per incident, in the
34 employees extended family. For the purposes of this provision, the term extended family means
35 mother substitute, father substitute, son-in-law, daughter-in-law. Additional time may be
36 granted at the Superintendent or designee's discretion.

37
38 **Section 7.2.2**

39 Up to three (3) additional days may be granted if distant travel is required. These days shall be
40 with the cost of the substitute employee deducted from the employees next warrant.

41
42 **Section 7.3. Judicial Leave.**

43 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
44 as a co-defendant with the District, such employee shall receive a normal day's pay for each day of
45 required presence in court. In the event that an employee is a party in a private court action, such
46 employee may request a leave of absence.

1 **Section 7.4. Personal Leave.**

2 Personal leave shall be granted for those occasions when leave is desired for personal commitments,
3 but does not indicate emergency stature. Employees must give their immediate supervisor at least
4 twenty-four (24) hours notice. Each employee shall be entitled to three (3) days of personal leave,
5 cumulative to a maximum of five (5) days, with full pay and the following limitation of use:
6

- 7 A. No more than 10% of any classification of classified employees shall be granted personal leave
8 at the same time, provided that the Superintendent may allow additional employees personal
9 leave when, in his/her judgment, the circumstances of the request warrant special consideration.
- 10 B. Personal leave shall not be taken on the first or last five (5) days of school.
- 11 C. Personal Leave will be awarded on a first come first served basis within the category. If two or
12 more apply on the same day, seniority will have preference.

13
14 In lieu of losing unused personal days at the end of the year, the employee will be allowed to cash in
15 any unused personal days at his/her Schedule A classification rate of pay in August of each school
16 year. Personal leave shall not be deducted from the employee's sick leave.
17

18 **Section 7.5. Leave of Absence.**

19 Long term leaves may be granted for up to one (1) year to those employees who have served the
20 District a minimum of two (2) years. Leaves shall be granted for the purpose of study (within field or
21 area of current employment), medical recuperation, and child care needs, which require the employee's
22 permanent presence in the home and other such reasons pending board approval. If such leave is
23 granted due to extended illness, one (1) additional year may be granted upon return from leave. The
24 employee shall be placed in a similar position in the District.
25

26 Leave of Absence will not be granted for the employee to pursue another job outside of the district.
27

28 **Section 7.6. Non-Paid Leave.**

29 All two hundred forty (240) day employees through two hundred sixty (260) day employees subject to
30 this Agreement may take up to five (5) consecutive days optional unpaid leave per school year based
31 on classification. Maintenance/Grounds employees may take their five (5) optional days during winter
32 break. Custodial and Transportation Mechanic have the option of taking the days during winter break
33 or spring break. Employees must request for the unpaid leave days in writing on their pay arrangement
34 form by September 1st of each school year and must be approved by the immediate supervisor on a
35 seniority basis. The employee will be notified within forty eight (48) hours after the request is made, if
36 the days requested are approved or denied. If the employee accepts this option, it will change their
37 contracted days per year, but will not affect their benefit package for the year. No over time will be
38 allowed to make up work missed if the employee accepts the optional unpaid leave days.
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42 **ARTICLE VIII**

43 **HOLIDAYS AND VACATIONS**

44 **Section 8.1. Employee Paid Holidays.**

45 Employees are entitled to the following paid holidays that occur during the employee's work year:
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- | | | |
|---|---------------------------|-----------------------------|
| 1 | 1. Labor Day | 7. New Year's Day |
| 2 | 2. Veteran's Day | 8. Martin Luther King's Day |
| 3 | 3. Thanksgiving Day | 9. President's Day |
| 4 | 4. Day after Thanksgiving | 10. Memorial Day |
| 5 | 5. Day before Christmas | 11. Fourth of July |
| 6 | 6. Christmas Day | |

7

8 **Section 8.2. Worked Holidays.**

9 Employees required to work on any of the listed or observed holidays shall receive two times their
 10 regular straight time hourly rate of pay. (For example, straight time \$10.75 X 2 = \$21.50/hour for
 11 hours worked on holidays. This example includes holiday pay.)

12

13 **Section 8.3. Unworked Holidays.**

14 To be eligible for pay on unworked holidays, the employee must be at work or on approved paid leave
 15 for the scheduled workday preceding and the workday immediately following the holiday. If on
 16 approved unpaid leave, employees will not receive pay for any holidays that fall during his/her leave.

17

18 **Section 8.4. Holidays During Vacation.**

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

21

22 **Section 8.5. Vacations.**

23 All twelve (12) month employees subject to this Agreement shall be credited with vacation as set out
 24 below. All vacation benefits shall be based on hire date. Such vacation credit will be front-loaded,
 25 and shall be earned, vested, and used as designated in this Article.

26

<u>Years of Service</u>	<u>Workdays</u>
1-2	10
3-5	13
6-10	15
11-16	17
17+	20

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34 **Section 8.5.1.**

35 All twelve (12) month employees must schedule and take their vacation upon the supervisor's
 36 approval. Vacation shall be granted based on a first come/first served basis. If two or more
 37 employees request vacation for the same time period, the senior employee shall have
 38 preference. Employees may be allowed to take vacation during the school year. No employee
 39 shall be denied accrued vacation benefits due to District needs.

40

41 **Section 8.5.2.**

42 Any accrued vacation in excess of three (3) days, to a maximum of five (5) days, must be used
 43 or cashed out by August 31. A maximum of five (5) days may be cashed out on August 31st.
 44 Vacation cash out will be paid at the employees current rate of pay. Vacation days are prorated
 45 by hire date.

46

47 **Section 8.5.3.**

48 Upon resignation, retirement or separation from the School District employment an eligible

1 employee or the employee's estate, shall receive any accrued vacation, earned on a monthly
2 pro-rated basis, at the employee's current rate of pay with their final paycheck.
3

4 **Section 8.5.4.**

5 Employees who do not finish the one (1) year probationary period are not eligible for vacation
6 buy-out.
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10 **ARTICLE IX**

11 **INSURANCE**

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14 **Section 9.1.**

15 For the purpose of implementation of this Section, a benefit defined Full Time Equivalent (FTE) shall
16 be defined as any employee working one thousand four-hundred and forty (1,440) or more hours per
17 year. Benefit FTE shall be based on contracted hours (includes paid holidays).
18

19 **Section 9.2.**

20 The District shall contribute an amount equal to the prescribed state contribution per month for each
21 full-time equivalent employee in the bargaining unit and a prorated amount of the same for all regular,
22 part-time employees, to a pool of funds to be used for the purchase of insurance benefits. Each eligible
23 employee shall be entitled to select insurance options from the approved list of options during the open
24 enrollment period each year. Those employees projected to be working an average of four (4) hours
25 per day or more, (720 hours per year) shall be eligible to receive the state contribution for their
26 selected benefits that is a prorated percentage of a full-time equivalent employee's contribution.
27

28 **Section 9.3. Pooling of Benefits.**

29 After each employee has made his/her selection of benefits under the program provided herein,
30 remaining funds in the pool, if any exist, shall be available for distribution to cover employees
31 requested coverages. The amounts of pooled funds will be distributed by equal shares beginning with
32 the smallest amount requested and thereafter repeating this function until all pooled funds are
33 exhausted. Pool contributions will be adjusted September 1 and January 1 of each year. Additional
34 adjustments shall be mutually agreed upon by the Association and the District.
35

36 **Section 9.4. Enrollment Period.**

37 Employees will be notified of the open enrollment period each year. Once enrollment is completed, no
38 insurance options may be added or deleted during the contract year except for reasons associated with
39 family status changes (new births, marriages, or divorces). Employee(s) filling new positions and
40 hired after October 1 may elect insurance coverage from the plans available during the first thirty (30)
41 days of employment. Coverage for new employees shall begin the first (1st) day of the next calendar
42 month after hire date and shall continue for each month thereafter.
43

44 **Section 9.5. Benefits After Termination.**

45 Any employee terminating employment shall be entitled to continue receiving the District insurance
46 contribution in an amount of contributions already made.
47
48

1 **Section 9.6. Plan Approval.**

2 All plans shall be determined mutually by the District and the Association.
3
4

5
6 **ARTICLE X**

7
8 **HOURS OF WORK AND OVERTIME**
9

10 **Section 10.1. Assigned Hours of Work.**

11 The District shall assign all hours of work. Such assignment shall specify a starting time and an
12 ending time for an employee’s shift. Employees shall be paid for those hours assigned in accordance
13 with the pay schedule contained in the Agreement. All employees shall be assigned to a definite and
14 regular shift and workweek, which shall not be changed without prior notice to the employee of at least
15 five (5) workdays, except in the case of an emergency. A shift is defined as contiguous work hours,
16 excluding breaks and lunch as listed in Section 10.3, except for bus drivers.
17

18 **Section 10.2. Assigned Workweek.**

19 The workweek shall consist of (5) consecutive days followed by two (2) consecutive days of rest. A
20 District assigned regular workweek shall not exceed forty (40) hours per week. Any time worked in
21 excess of forty (40) hours a week shall be compensated at time and one-half. The District does not
22 allow compensatory time.
23

24 **Section 10.3. Lunch Periods & Rest Break Periods.**

25 Each full shift shall consist of eight (8) hours, including a thirty (30) minute lunch period as near the
26 middle of the shift as is practicable, and also including a ten (10) minute first half and a ten (10) minute
27 second half rest period, both of which rest periods shall occur as near the middle of each half shift as is
28 practicable.

29 In the event an employee is assigned to a shift less than the eight (8) hour-work shift previously
30 defined in this Article, the employee shall be assigned:
31

- 32 • 4 hours up to 5 hours worked one (1) - 10 minute break (paid)
- 33
- 34 • 5 hours up to 6.5 hours worked one (1) - 10 minute break (paid) and one-half (1/2)
35 hour lunch break (non-paid)
- 36
- 37 • over 6.5 hours worked two (2) - 10 minute breaks (paid) and one-half (1/2)
38 hour lunch break (non-paid)
- 39

40 Employees required to work through their regular lunch periods will be given time to eat at a time
41 agreed upon by the employee and the supervisor. In the event the Supervisor specifically requires an
42 employee to forego a lunch period and the employee works the entire shift, including the lunch period,
43 the employee shall be compensated for the foregone lunch period at overtime rates.
44

45 **Section 10.4. Work in Other Classifications.**

46 Employees requested to work a shift regularly filled by a higher classification employee shall, after
47 three (3) days, receive compensation equal to that normally received by an employee in the higher

1 classification, as reflected by the incremental steps on Schedule A. Compensation shall be retroactive
2 back to and including the first day.

3
4 **Section 10.5. Fair Labor Standards Act.**

5 Hours of work and overtime compensation shall be in strict accordance with the provisions of the
6 Federal Fair Labor Standards Act.

7
8 **Section 10.6. Professional Development.**

9 Upon prior administrative approval, the District shall pay for time and training outside the normal
10 workday, if required by the District. The District will pay the First Aid Card fee and training hours for
11 employees required to have a First Aid card for their job.

12
13 **Section 10.7.**

14 Employees shall be paid their regular hourly rate for actual time spent in staff orientation meetings or
15 courses required by the District, outside their regular workday.

16
17 **Section 10.8.**

18 All employees shall be assigned to a shift of not less than two (2) hours, unless otherwise agreed to
19 between the District and the Association.

20
21 **Section 10.9.**

22 Employees called back to work for an unscheduled or unforeseen emergency, on a regular workday or
23 called back to work on Saturday or Sunday, or outside of regular workweek, shall receive no less than two
24 (2) hours pay at the appropriate rate. Employees called to work on a Sunday for an unscheduled
25 emergency shall be paid at twice the employee's rate of pay. This section shall not apply to bus drivers.

26
27 **Section 10.10. Overtime.**

28 When possible, employees will not be eligible for overtime if other, less senior employees in that
29 classification can perform the work without going into overtime. When overtime is awarded, time and
30 one-half (1 ½) shall be paid to all classified employees who work in excess of forty (40) hours per week.
31 Any hours worked in excess of forty (40) hours per week shall be paid at double time for work on Sunday.
32 All overtime shall be pre-approved by building/department supervisor or Superintendent in the
33 supervisor's absence. The workweek schedule shall not be altered to avoid paying overtime.

34
35 **Section 10.11. Emergency School Closure & Delayed Opening.**

36 In the event that it becomes necessary to close or delay opening school(s) because of inclement
37 weather, volcanic disruption, or other emergency reasons, the District shall notify the radio and
38 television stations in the area by 6:30 A.M. and may use District notification system when accessible.
39 A list will be provided annually.

40
41 This provision does not preclude the District from closing school(s) in the event an emergency
42 developed later in the day, if further evaluation of developing hazardous conditions warrants closure.
43 Employees will remain on duty until their students have been cleared from school properties.

- 44
45 1. **Delayed Opening:** In the event that the opening of school is delayed,
46 a. Maintenance employees need to arrive at work as close to on time as safely as possible.
47 b. Food Service, Transportation and Custodial employees need communicate with their
48 supervisors when it is expected to show up to work.

- 1 c. All other employees shall report forty-five (45) minutes before the students arrive.
2 d. All employees will be allowed to leave work at the end of their regularly scheduled day
3 without loss of pay.
4

5 2. **Compensation and Benefits:** On workdays when school is not in session because of
6 conditions not within the control of the District due to acts of God, no employee shall suffer
7 loss of pay and shall not have such absence from work charged against any leave provision
8 unless otherwise required by law.
9

10 3. **Makeup School Days:** When the District is required by law to make up days missed due to
11 emergency closure, scheduling of makeup days shall be scheduled by the District after
12 receiving input from the Association. Employees shall not receive additional compensation for
13 such make-up days.
14

15 4. **School Closure:**

- 16 a. If school is closed due to inclement weather, the classification positions under
17 Maintenance, Transportation and Custodial (240 – 260 day employees) must report to
18 work. If, however, an employee feels they cannot report to work, the time will be
19 charged to personal leave, vacation or it will be a day without pay at the employee
20 discretion and will be designated on the monthly time sheet by the employee.
21 b. If school is closed due to inclement weather less than 240 day employees are not
22 required to report to work. In the event the District fails to make said radio website and
23 social media announcements one hour prior to the time the employee would ordinarily
24 report for work, the District shall compensate such employee for two (2) hours at base
25 rate.
26

27 **Section 10.12 Emergency Substitute Teacher**

28 Classified staff may be assigned to supervise students consistent with RCW 28A.405.465. When
29 assigned by an administrator to replace a certificated teacher for one-half of the day (3.63) hours or
30 more, the classified employee shall be compensated at the substitute teacher rate. All costs to obtain
31 and renew the emergency certification will be paid in full by the District.
32
33
34

35 **ARTICLE XI**

36 **ASSOCIATION MEMBERSHIP AND CHECKOFF**
37
38

39 **Section 11.1.**

40 Each employee subject to this Agreement who, on the effective date of the Agreement, is a member of
41 the Association in good standing shall, as a condition of employment, maintain membership in the
42 Association in good standing during the period of this Agreement.
43

44 **Section 11.2.**

45 All employees subject to this Agreement who are not members of the Association on the effective date
46 of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to
47 the effective date of this Agreement, shall, as a condition of employment, become members of the

1 Association. Such employee shall then maintain membership in the Association or pay a
2 representation fee, during the period of this Agreement.

3
4 **Section 11.3.**

5 The parties recognize that an employee should have the option of declining to participate as a member
6 in the Association, yet contribute financially to the activities of the Association in representing such
7 employee as a member of the Collective Bargaining Unit. Therefore, as an alternative to, and in lieu of
8 the membership requirements of the previous sections of this Article, an employee who declines
9 membership in the Association may pay to the Association each month a representation fee as a
10 contribution towards the administration of this Agreement in an amount equal to the percentage as
11 defined by PSE each year. This representation fee shall be collected by the Association in the same
12 manner as monthly dues.

13
14 **Section 11.4.**

15 Nothing contained in this Agreement shall require Association membership of employees who object
16 to such membership based on bona fide religious tenets or teachings of a church or religious body of
17 which such employee is a member. Such employee shall pay an amount set by the Association State
18 Office to a non-religious charity or other charitable organization mutually agreed upon by the
19 employee and the Association. The employee shall furnish written proof that such payment has been
20 made. If the employee and the Association cannot agree on such matter, it shall be resolved by the
21 Public Employment Relations Commission pursuant to RCW 41.56.122.

22
23 **Section 11.5. Checkoff.**

24 The District shall deduct PSE dues or a representation fee, and assessments from the pay of all eligible
25 employees. The District shall remit all such funds deducted to the Treasurer of the Public School
26 Employees of Washington on a monthly basis. (RCW 41.56.110.) The District shall electronically
27 transmit the dues remittance information to the Public School Employees of Washington at the time the
28 funds are remitted.

29
30 Once during each school year on the employee's initial pay warrant, the District shall deduct local
31 Chapter dues from the pay of all members of the Association. The amount of said deduction shall be
32 conveyed to the District by the Chapter President, prior to September 1st of each year.

33
34 **Section 11.6. Hold Harmless.**

35 The Association agrees to hold the District harmless and defend at its own expense with respect to any
36 suits, orders or judgments occurring as a result of this Article.

37
38 **Section 11.7. Committee On Political Empowerment (C.O.P.E.).**

39 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
40 deduct from the pay of such bargaining unit employee the amount of contribution the employee
41 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
42 check separate from the Union dues transmittal. Section 11.6 of the Collective Bargaining Agreement
43 shall apply to these deductions.

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ARTICLE XII

GRIEVANCE PROCEDURE

Section 12.1. Strict Compliance.

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, including time limits.

The term “workdays” in this Article is defined as the days the Wahluke School District office is open to the public.

Section 12.2. Grievance Steps.

Every effort shall be made to resolve grievances, or potential grievances, through free and informal communication between the grievant and the grievant’s immediate supervisor of the District Office. However, if such information discussions fail to provide an adjustment of the grievance, then the grievance will proceed as follows:

Section 12.2.1. Step I.

The employee shall first discuss the grievance with his/her 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 twenty (20) workdays of the occurrence of the grievance, shall be invalid and subject to no further processing. The supervisor shall have ten (10) workdays to investigate and respond.

Section 12.2.2. Step II.

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 upon which the grievance is based;
- B. A reference to the provisions in this Agreement which have been allegedly violated, and the remedy sought;
- C. Date of violation; and
- D. The grieving employee’s signature.

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration within ten (10) workdays of the immediate supervisor’s response in Step 1 above, and shall submit a copy to the official in the Administration Office responsible for personnel. The parties will have five (5) workdays from submission of the written statement of the grievance to resolve it by indicating on the statement of the grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 12.2.3. Step III.

If no settlement has been reached within the five (5) workdays 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) workdays, to the District Superintendent or the

1 Superintendent's designee. After such submission, the parties will have ten (10) workdays
2 from submission of the written statement of the grievance to resolve it by indicating on the
3 statement of the grievance the disposition. If an agreeable disposition is made, all parties to the
4 grievance shall sign it.

5
6 **Section 12.2.4. Step IV.**

7 If no settlement has been reached within the ten (10) workdays referred to in the preceding
8 subsection, a written statement of the grievance shall be submitted within ten (10) workdays to
9 the District Board of Directors. After such submission, the parties will have forty (40) calendar
10 days from submission of the written statement of the grievance to resolve it by indicating on the
11 statement of the grievance the disposition. If an agreeable disposition is made, all parties to the
12 grievance shall sign it. The Board of Directors reserves the right to summon the employee for
13 an oral statement of the grievance by notifying the employee five (5) workdays in advance of
14 the meeting. The employee reserves the right to appear before the Board of Directors to
15 explain the grievance by submitting a request to the Superintendent five (5) workdays in
16 advance of the meeting. Both the District and the employee may present and cross-examine
17 witnesses. At any appearance before the Board of Directors, the employee may be
18 accompanied by one (1) Association representative or designee.

19
20 **Section 12.2.5. Step V.**

21 If the Association is not satisfied with the disposition of the grievance by the Board within five
22 (5) workdays after receipt of same, or if no disposition has been made within the period above
23 provided, the grievance, only at the option of the Association, may be submitted before an
24 impartial arbitrator. The Association shall exercise its right of arbitration by giving the
25 Superintendent written notice of its intention to arbitrate within fifteen (15) workdays of receipt
26 of the written disposition of the Board. The Association shall file an arbitration request within
27 ten (10) workdays of notifying the Superintendent of its intention to file. If the parties cannot
28 agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration
29 Association in accordance with its rules. The governing rules at the proceedings will be
30 Expedited Labor Arbitration Rules. The decision of the arbitrator shall be final and binding
31 upon both parties.

32
33 **Section 12.2.6. Pay During Hearings.**

34 If arbitration hearings take place during the employee's work hours, the employee will be paid
35 at regular rate of pay. The Employer shall not discriminate against any individual employee or
36 the Association for taking action under this Article. Arbitration costs will be paid (excluding
37 attorney fees) by the loser.

38
39
40
41 **ARTICLE XIII**

42
43 **TRANSPORTATION**

44
45 **Section 13.1. Pre-Trip Inspections and Clean-up.**

46 Bus drivers shall receive pay for one-quarter (1/4) hour per day for pre-trip inspections and one-quarter
47 (1/4) hour per day for bus clean-up in addition to actual and reasonable hours of driving time. Bus

1 drivers running only one (1) route per day shall only receive pay for one-quarter (1/4) hour per day for
2 the above purpose in addition to actual and reasonable hours of driving time.

3
4 **Section 13.2. D.O.T. Physical Examinations.**

5 Bus drivers will be reimbursed for a D.O.T. medical examinations as required by District or State
6 regulations when done by the District's physician. The District may establish an arrangement with a
7 qualified physician to provide required physical examinations for employees, the cost of which would
8 be submitted directly to the District for payment. The employee has the option of obtaining the medical
9 examination from the District appointed physician or from a private practitioner. If the employee
10 chooses to obtain the medical examination from their own physician, the District will reimburse the
11 employee for their co-pay. This applies only to the initial medical examination.

12
13 **Section.13.2.1. Commercial Driver License (C.D.L.) Renewal.**

14 Bus drivers shall be fully reimbursed the cost of their C.D.L. renewal above and beyond the
15 standard fee for driver's license renewal.

16
17 **Section 13.2.2 CDL Certification Reimbursement.**

18 After one (1) calendar year of employment the District will reimburse Bus Drivers the fees
19 required to obtain their initial CDL License.

20
21 **Section 13.3. Extra Trips.**

22
23 **Section 13.3.1. Definition.**

24 Extra trips shall be defined as all District bus trips other than regular daily scheduled runs, and
25 shall include a one-quarter (1/4) hour pre-trip and one-quarter (1/4) hour bus clean-up.

26
27 **Section 13.3.2. Compensation for Extra Trips.**

28 All extra trips shall be compensated at the driver's trip rate. Drivers are expected to use part of
29 non-driving time as clean-up.

30
31 **Section 13.3.3. Trip Scheduling.**

32 Those regular drivers whose time permits shall be allowed to fill in on extra trips. Extra trips
33 will be offered first to regular drivers on a rotating schedule starting with most senior driver.
34 Probationary drivers may be excluded from extra trip assignments during the first three (3)
35 months of service. The bus supervisor may take into account student safety in assigning winter
36 runs. Drivers who rejected an assignment will lose the right for an assignment during that
37 round of assignments. The Supervisor will not assign him/herself to co-curricular trips in lieu
38 of or after the end of a school run.

39
40
41
42 **ARTICLE XIV**

43
44 **SENIORITY**

45
46 **Section 14.1. Establishing Seniority.**

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

1 lost as hereinafter provided. At the time of hire, the application will be date/time stamped. If more than
2 one employee is hired on the same day, the date/time stamp will be the basis for the new employee's
3 seniority. This process will begin with the 2013-2014 school year.

4
5 **Section 14.1.1. Loss of Rights.**

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

- 7
8 A. Resignation;
9 B. Discharge for justifiable cause; or
10 C. Retirement.
11 D. Change in job classification within the bargaining unit, as defined in Section 14.2.1

12
13 **Section 14.1.2. Continuation of Rights.**

14 Seniority rights shall not be lost for the following reasons, except as provided in Section 14.1.1:

- 15
16 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
17 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
18 United States;
19 C. Time spent on other authorized leaves; or
20 D. Time spent in layoff status as hereinafter provided

21
22 **Section 14.2. Changing Classifications.**

23 Seniority rights shall be effective within the general job classification, as noted in Schedule A. An
24 employee who changes job classification within the bargaining unit shall retain his/her "hire date" with
25 the District, but shall not have seniority over employees in a different job classification. Any
26 employee working more than one job classification shall accrue seniority in each classification.

27
28 **Section 14.2.1.**

29 Employees who change job classifications within the bargaining unit shall retain their seniority
30 dates in the previous classifications for a period of one (1) year, notwithstanding that they have
31 acquired a new seniority date and a new classification.

32
33 **Section 14.2.2.**

34 The District shall post in the work area for five (5) workdays the availability of open positions
35 as soon as possible after the District is aware of the opening. Such positions shall be filled or
36 the position shall be eliminated within twenty (20) workdays following the closure of the
37 posting. The timelines, as above, may be extended under unusual circumstances upon mutual
38 consent of the parties. A copy of the job posting shall be forwarded to the President of the
39 Association. All applications for open positions in the District shall be made with the
40 Superintendent of Schools. All such applications shall be made within five (5) workdays of the
41 initial posting of said vacancies or new positions.

42 The chapter president shall also, upon request, be given the names of all members who applied
43 for an open position and the employee selected for the position.

44
45 **Section 14.3.**

46 The employee with the earliest hire date shall have preferential rights regarding shift selection,
47 vacation periods, extra time, special services, and promotions assignments to new or open jobs or
48 positions, and layoffs when ability and performance are substantially equal with junior employees. If

1 the District determines that seniority rights should not govern because a junior employee possesses
2 ability and performance greater than a senior employee or senior employees, the District, upon request
3 of the employee and/or the organization grievance committee chairperson, shall set forth in writing its
4 reasons why the senior employee or employees have been bypassed.

5
6 **Section 14.3.1.**

7 In-district employees, if qualified, will receive priority consideration over outside applicants for
8 new/open positions.

9
10 **Section 14.4. Probationary Status of New Employees.**

11 Employees newly hired to the District shall remain on probationary status for a period of nine (9)
12 working months. Employees on probationary status may be terminated without cause or advance
13 notice; however, the district shall explain to the employee the reason for termination. The District
14 reserves the right to place new employees on the salary schedule where the District deems appropriate.
15 Such placement shall, at a minimum, be in compliance with RCW 28.400.300. The District shall notify
16 the Chapter President, in writing, of each new hire and his/her placement on the salary schedule.
17 Testing for drug and/or alcohol abuse may be required of all new employees and employees on
18 probationary status.

19
20 **Section 14.5. Transfer of Experience.**

21 Any newly hired employee who has previously been employed by any common school district in the
22 State of Washington, and is hired to perform work similar to that in which previously engaged shall be
23 given longevity credits in the District. RCW28A.400.300.

24
25
26
27 **ARTICLE XV**

28
29 **LAYOFF PROCEDURES**

30
31 **Section 15.1. Reemployment List.**

32 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
33 District according to layoff ranking. If the employee is on layoff and new or open positions are posted,
34 current employees will have priority. If no employee bids on the job, those on layoff will have priority
35 over non-employees. Names shall remain on the reemployment list for one (1) year.

36
37 **Section 15.1.1. Reemployment Offer.**

38 An employee shall forfeit all rights of reemployment as provided in Section 15.1 if the
39 employee does not comply with the requirement of Section 15.1.2, or if the employee does not
40 accept the offer of reemployment within ten (10) workdays.

41
42 **Section 15.1.2. Address List.**

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

45
46 **Section 15.2. Insurance During Layoff.**

47 Personnel who are affected by reduction in force (RIF) or on extended leave conditions shall have the

1 option to retain their current medical and dental insurance, paying their own premiums through the
2 District, for one (1) year from the date of the layoff, providing this is allowed by the carrier.

3
4 **Section 15.3. Substitutes During Layoff.**

5 All positions of substitutes shall first be offered to employees on layoff within their job classification.
6 Benefits which the employee was entitled to at the time of layoff, such as accumulated leave; will be
7 restored upon return to active employment.
8
9
10

11 **ARTICLE XVI**

12 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

13
14
15 **Section 16.1. Just Cause.**

16 A regular, non-probationary, classified employee shall be disciplined only with just cause which shall
17 include, but not be limited to, neglect of duty, refusal to comply with the terms of the Agreement,
18 incompetence, disobedience to a legal request or order by the staff's supervisor, dishonesty, failure to
19 report for duty without a bona fide reason, excessive absenteeism for any reason except illness,
20 consuming intoxicants while on the job, and reporting for work under the influence of intoxicants.
21

22 **Section 16.2. Grounds for Discipline.**

23 The grounds for official disciplinary action shall be made available to the staff member in writing. If a
24 request for a witness is made by the employee, then the disciplinary action shall not take place until
25 such a witness is present. However, any delay shall not exceed five (5) workdays. Any serious charge
26 against an employee which may warrant discipline shall be called to the attention of the staff member.
27

28 **Section 16.3. Progressive Discipline Steps.**

29 The District shall have the right to discipline or discharge an employee for justifiable cause. If there is
30 an issue with the application of the discipline steps they shall be resolved in accordance with the
31 grievance procedure pursuant to Article XII. The following disciplinary steps should be followed:
32 verbal warning, written reprimand, suspension without pay, or discharge as the final and last resort. If
33 the District has reason to reprimand an employee, it shall be done in a manner which will not
34 embarrass the employee before other employees or the public.
35

36 Steps in this model may be skipped depending on the severity of the infraction.
37
38
39

40 **ARTICLE XVII**

41 **TERMS AND SEPARABILITY OF PROVISIONS**

42
43
44 **Section 17.1.**

45 The term of this Agreement shall be from September 1, 2016 to August 31, 2020. There will be a re-
46 opener in 2018 for wages in the 2018-19 and 2019-2020 school years. State increases or cost of living
47 adjustments (COLA) shall be granted to all employees during this period contingent upon the state's

1 continuation of such programs. In the 2017-2018 School year all employees will receive the bargained
2 salary increase or the State salary increase (COLA) whichever is higher.

3
4 **Section 17.1.1.**

5 All provisions of this Agreement shall be effective on or after the date of contract signing by
6 both parties. Upon signing, all items will be retroactive to September 1, 2016.

7
8 **Section 17.2. Retroactive Pay.**

9 Where applicable, retroactive pay shall be paid on the first regular payday following execution of this
10 Agreement, if possible, and in any case not later than the second regular payday.

11
12 **Section 17.3. Reopening of Agreement.**

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

17
18
19
20 **ARTICLE XVIII**

21
22 **SALARIES**

23
24 **Section 18.1.**

25 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
26 worked. All time beyond contracted hours must have prior approval from the employee's immediate
27 supervisor.

28
29 **Section 18.2.**

30 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
31 Schedule A attached hereto and by this reference incorporated herein.

32
33 **Section 18.3.**

34 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and
35 conditions of Article XVII, Section 17.4. Should the date of execution of this Agreement be subsequent to
36 the effective date, salaries including overtime, shall be retroactive to the effective date.

37
38 **Section 18.4. Incremental Steps.**

39 Where applicable, incremental steps shall take effect on the employee's first contracted day of each
40 school year during the term of this Agreement, provided the employee has been actively employed
41 continuously for at least one-half (1/2) of the previous employment year. Employees shall complete
42 the probationary period before moving to the next step on Schedule A, and will move up on their
43 anniversary date. Subsequently, they will move up at the beginning of their each contracted school
44 year.

45
46 **Section 18.5. Travel.**

47 When acting on assigned duties such as travel between schools, attendance at workshops/conferences,
48 required home visitation, etc., mileage/expenses shall be reimbursed at the rate and in accordance with

1 District established procedures. When available, District owned vehicles may be used by employees
2 for school related activities, pursuant to District policy. Mileage reimbursement must be reported
3 within thirty (30) calendar days of when expenses were incurred.
4

5 **Section 18.6.**

6 The District shall pay the total costs of any physical examination, X-rays, and health certificates to
7 include a 1st Aid Card and Food Handlers Card, required as a condition of employment of any
8 employee of the District as long as that exam is performed by a physician or instructor approved by the
9 District, A list of approved physicians or instructors can be obtained at the District office. If an
10 employee chooses to have the examination performed by a physician other than a physician approved
11 by the District, then the District shall only contribute the amount of money that the District would have
12 paid to an approved physician for said physical examination.
13

14 **Section 18.7 Longevity Payment.**

15 An additional fifty cents (\$0.50) per hour for all hours worked, excluding summer school, per five
16 year increments. The longevity incentive will be awarded for employees who have completed year 5,
17 10, 15, 20, and 25+ years of service. Employees will receive one payment annually, in their last pay
18 warrant of their work year (June for part-time; August for full-time). If there is a double levy failure
19 in a particular year, the longevity incentive will automatically be discontinued the next year. If the
20 levy passes the next year, then the longevity incentive will be reinstated the following year. Eligibility
21 is determined by five (5) full years of active service from the date of continuous employment,
22 excluding summer school. Eligibility is further extended to employees on qualified and/or approved
23 leave, not to exceed sixty (60) days per year.
24
25
26

27 **ARTICLE XIX**

28 **SELF-IMPROVEMENT**

29
30
31 **Section 19.1.**

32 In the mutual interest of the District and Association, the District shall allocate resources, to a
33 maximum of five thousand five hundred (\$5,500.00) dollars to be available which may be used by
34 employee's subject to this agreement for self-improvement and/or in-service training programs
35 approved by school management. The guarantee of said monetary allocations is subject to the passage
36 of the M & O Levy and maintenance of current state funding levels. The District agrees to open this
37 section of the agreement should the legislature provide additional in-service funding. If there is
38 funding remaining at the end of the current school year, it will be rolled and added into funding of the
39 next school year.
40

41 **Section 19.1.1. Criteria for Reimbursement.**

42 Tuition reimbursement will take place after the following steps are completed by the employee:

- 43 1. Registrations are paid up front by the employee.
- 44 2. Passing the class with a "C" average or Pass in a Pass/Fail grading system.
- 45 3. Employee must remain in the district one (1) year after the reimbursement of the class. If
46 the employee leaves the district within one (1) year, the employee must reimburse the
47 district for funds received.
48

1 **Section 19.2. Self-Improvement Funding/Committee.**

2 Such funds may be utilized for self-improvement programs, which are, in the sole discretion of the
3 Self-Improvement Committee consisting of two (2) P.S.E. members (One Co-President and
4 Classification Representative) and two (2) District members (Human Resource Director and immediate
5 supervisor). This committee will meet on an as need basis to approve the following:

- 6 A. Salary and reimbursement for expenses to employee's subject to this Agreement to attend
7 District approved courses, workshops or seminars.
8 B. Expenses and materials to attend courses of study, seminars or workshops which the District
9 determines would be of mutual benefit to the employee and the District.
10 C. Purchase of courses, seminars and workshops which the District determines would improve the
11 potential of employee's subject to this Agreement.
12

13 **Section 19.3. Education Incentive.**

14 The District and Association acknowledge the value of continuing education for all employees. The
15 following subsections define how employees can receive an increase in their hourly wage for
16 advancing their education in relation to their current job assignment.
17

18 Pay Incentive: Clock hours are due August 30th of every year for pay incentives to be effective
19 September 1st of the following school year. A summary sheet of the events, date, and number of clock
20 hours is to be in the Nutrition Services office no later than September 1 for the incentive to begin that
21 school year.
22

23 **Section 19.3.1. Clock hours/Credits.**

24 Employees will receive an increase in compensation for acquiring college credits for
25 courses with a "C" grade or better which are approved in advance by the District. Approved
26 classes must have a direct benefit to employee's current assignment. By written request,
27 exceptions may be made by permission of the Superintendent.
28

- 29 5 earned quarter credits an additional \$0.30 per hour (total of \$0.30)
30 15 earned quarter credits an additional \$0.30 per hour (total of \$0.60)
31 30 earned quarter credits an additional \$0.30 per hour (total of \$0.90)
32 60+ earned quarter credits an additional \$0.30 per hour (total of \$1.20)
33

34 Ten (10) clock hours equals one (1) quarter credit:
35

36 **Section 19.3.2. Certificate in School Nutrition.**

37 Food Service employees may earn an increase in compensation of fifteen cents (\$0.15) per hour
38 for obtaining and maintaining their initial (Level I) Certificate in School Nutrition from the
39 School Nutrition Association. Additional coursework leading to a higher level of certification
40 through the School Nutrition Association will be translated to clock hours and/or credits and
41 paid in the same manner as other college credits in Section 19.4.1. After Level I, SNA hours
42 (CEU's) are equivalent to clock hours.
43

44 To maintain any certification level, eight (8) credit hours CEU's per year are required. The
45 CEU's needed to maintain the Initial Certificate will not count towards total credits earned.
46 Failure to retain certification will result in the loss of incentive compensation.
47
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SIGNATURE PAGE

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

WAHLUKE CHAPTER

WAHLUKE SCHOOL DISTRICT #73

BY: _____
Eduardo Enriquez, Co-President

BY: _____
Aaron Chavez, Superintendent

DATE: _____

DATE: _____

BY: _____
Heather Curdy-Medrano, Co-President

DATE: _____

**Schedule A 2016-2017
WAHLUKE SCHOOL DISTRICT # 73
SEPTEMBER 1, 2016 - AUGUST 31, 2017**

Parapro Schedule						
	Substitute	Probation	Step 1	Step 2	Step 3	Grandfather
Inst. Para	\$10.68	\$12.27	\$13.10	\$13.79	\$14.45	
Instruct Para II	\$12.59	\$14.48	\$15.41	\$16.18	\$16.93	\$22.16
Resource	\$10.81	\$12.41	\$13.26	\$13.94	\$14.58	
Life Skills	\$10.93	\$12.56	\$13.39	\$14.06	\$14.73	
Speech Assistant	\$11.18	\$12.83	\$13.67	\$14.90	\$15.56	
Library Aide	\$10.68	\$12.27	\$13.10	\$13.79	\$14.45	
Assessment Assistant		\$14.48	\$15.41	\$16.18	\$16.93	

Secretaries Schedule					
		Probation	Step 1	Step 2	Step 3
Secretary	\$13.55	\$15.25	\$15.66	\$16.07	\$16.47

Food Service					
		Probation	Step 1	Step 2	Step 3
Lead Cook	\$11.18	\$12.83	\$13.67	\$14.33	\$15.02
Lead Satellite Cook	\$11.07	\$12.69	\$13.52	\$14.20	\$14.87
Assistant Cook	\$10.93	\$12.55	\$13.38	\$14.05	\$14.72
Food Service Delivery Driver	\$10.93	\$12.55	\$13.38	\$14.05	\$14.72

Transportation					
		Probation	Step 1	Step 2	Step 3
Bus Driver	\$15.17	\$16.58	\$17.42	\$18.27	\$19.19
Trip Rate	\$13.08	\$14.29	\$14.71	\$15.17	\$15.64
Bus Shop Assistant	\$15.17	\$16.58	\$17.42	\$18.27	\$19.19
Bus Attendant					
		Probation	Step 1	Step 2	Step 3
Bus Attendant	\$10.93	\$12.32	\$13.13	\$13.79	\$14.45

Maintenance					
		Probation	Step 1	Step 2	Step 3
Maint. Asst./Freight Driver/Grounds	\$14.17	\$15.94	\$16.67	\$17.42	\$18.19
Courier/Mail Delivery	\$10.93	\$12.55	\$13.38	\$14.05	\$14.72
Skilled Trades/HVAC	\$16.84	\$18.96	\$19.82	\$20.61	\$21.44

Custodian					
		Probation	Step 1	Step 2	Step 3
Custodian	\$13.50	\$15.20	\$15.53	\$15.87	\$16.33
Lead Custodian	\$13.80	\$15.53	\$15.87	\$16.20	\$16.66

Home Visitor					
		Probation	Step 1	Step 2	Step 3
Home Visitor	\$12.01	\$13.78	\$14.72	\$15.47	\$16.21

**Schedule A 2016-2017
WAHLUKE SCHOOL DISTRICT # 73
SEPTEMBER 1, 2017 - AUGUST 31, 2018**

Parapro Schedule						
	Substitute	Probation	Step 1	Step 2	Step 3	Grandfather
Inst. Para	\$10.68	\$12.88	\$13.76	\$14.48	\$15.17	
Instruct Para II	\$12.59	\$15.20	\$16.18	\$16.99	\$17.78	\$23.27
Resource	\$10.81	\$13.03	\$13.92	\$14.64	\$15.31	
Life Skills	\$10.93	\$13.19	\$14.06	\$14.76	\$15.47	
Speech Assistant	\$11.18	\$13.47	\$14.35	\$15.65	\$16.34	
Library Aide	\$10.68	\$12.88	\$13.76	\$14.48	\$15.17	
Assessment Assistant		\$15.20	\$16.18	\$16.99	\$17.78	

Secretaries Schedule					
	Substitute	Probation	Step 1	Step 2	Step 3
Secretary	\$13.55	\$15.71	\$16.13	\$16.55	\$16.96

Food Service					
	Substitute	Probation	Step 1	Step 2	Step 3
Lead Cook	\$11.18	\$13.47	\$14.35	\$15.05	\$15.77
Lead Satellite Cook	\$11.07	\$13.32	\$14.20	\$14.91	\$15.61
Assistant Cook	\$10.93	\$13.18	\$14.05	\$14.75	\$15.46
Food Service Delivery Driver	\$10.93	\$13.18	\$14.05	\$14.75	\$15.46

Transportation					
	Substitute	Probation	Step 1	Step 2	Step 3
Bus Driver	\$15.17	\$17.08	\$17.94	\$18.82	\$19.77
Trip Rate	\$13.08	\$14.72	\$15.15	\$15.63	\$16.11
Bus Shop Assistant	\$15.17	\$17.08	\$17.94	\$18.82	\$19.77

Bus Attendant					
	Substitute	Probation	Step 1	Step 2	Step 3
Bus Attendant	\$10.93	\$12.69	\$13.52	\$14.20	\$14.88

Maintenance					
	Substitute	Probation	Step 1	Step 2	Step 3
Maint. Asst./Freight Driver/Grounds	\$14.17	\$16.42	\$17.17	\$17.94	\$18.74
Courier/Mail Delivery	\$10.93	\$12.93	\$13.78	\$14.47	\$15.16
Skilled Trades/HVAC	\$16.84	\$19.53	\$20.41	\$21.23	\$22.08

Custodian					
	Substitute	Probation	Step 1	Step 2	Step 3
Custodian	\$13.50	\$15.66	\$16.00	\$16.35	\$16.82
Lead Custodian	\$13.80	\$16.00	\$16.35	\$16.69	\$17.16

Home Visitor					
	Substitute	Probation	Step 1	Step 2	Step 3
Home Visitor	\$12.01	\$14.19	\$15.16	\$15.93	\$16.70