

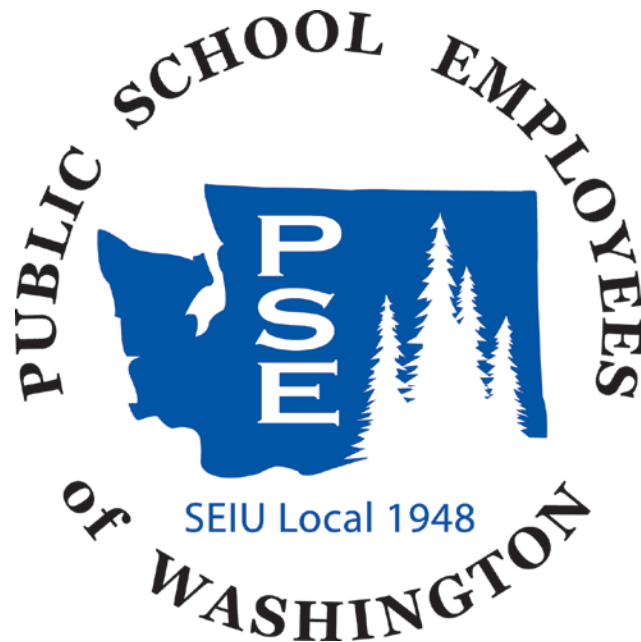
COLLECTIVE BARGAINING AGREEMENT BETWEEN

**Hood Canal School District #404**

AND

**Public School Employees of Hood Canal**

SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2016



**Public School Employees of Washington/SEIU Local 1948**

PO Box 798

Auburn, WA 98071-0798

866.820.5652

# Table of Contents

	<u>Page</u>
DECLARATION OF PRINCIPLES	1
PREAMBLE	1
ARTICLE I	1
RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II	2
RIGHTS OF THE EMPLOYER	2
ARTICLE III	3
RIGHTS OF EMPLOYEES	3
ARTICLE IV	4
RIGHTS OF THE UNION	4
ARTICLE V	6
APPROPRIATE MATTERS FOR CONSULTATION	6
ARTICLE VI	6
HOURS OF WORK AND OVERTIME	6
ARTICLE VII	8
HOLIDAYS AND VACATIONS	8
ARTICLE VIII	9
LEAVES	9
ARTICLE IX	13
PROBATION, SENIORITY AND LAYOFF PROCEDURES	13
ARTICLE X	15
DISCIPLINE AND DISCHARGE OF EMPLOYEES	15
ARTICLE XI	16
INSURANCE AND RETIREMENT	16
ARTICLE XII	17
UNION MEMBERSHIP AND CHECKOFF	17
ARTICLE XIII	18
GRIEVANCE PROCEDURE	18
ARTICLE XIV	20
TRANSFER OF PREVIOUS EXPERIENCE	20
ARTICLE XV	21
SALARIES AND EMPLOYEE COMPENSATION	21
ARTICLE XVI	22
DRUG AND ALCOHOL TESTING	22
ARTICLE XVII	23
TERM AND SEPARABILITY OF PROVISIONS	23
SIGNATURE PAGE	25
SCHEDULE A	26
SCHEDULE B	27

1 **DECLARATION OF PRINCIPLES**

- 2
- 3 1. The efficient administration of the system of public instruction and well-being of employees
- 4 requires that orderly and constructive relationships be maintained between the parties hereto.
- 5
- 6 2. Effective employee-management cooperation requires a clear statement of the respective rights and
- 7 obligations of the parties hereto.
- 8
- 9 3. It is the intent and purpose of the parties hereto to promote and improve the efficient administration
- 10 of the District and the well-being of employees within the spirit of the Public Employees Collective
- 11 Bargaining Act, to establish a basic understanding relative to personnel policies, practices and
- 12 procedures, and to provide means for amicable discussion and adjustment of matters of mutual
- 13 interest.
- 14
- 15
- 16

17 **PREAMBLE**

18  
19 This agreement is made and entered into between Hood Canal School District Number 404  
20 (hereinafter "District") and Public School Employees of Hood Canal School District, an affiliate of Public  
21 School Employees of Washington/SEIU Local 1948 (hereinafter "Union").

22  
23 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations  
24 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties  
25 agree as follows.

26  
27  
28 **ARTICLE I**

29  
30 **RECOGNITION AND COVERAGE OF AGREEMENT**

31 **Section 1.1.**

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

35 **Section 1.2.**

36 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as  
37 deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the board of  
38 directors or superintendent of the District pursuant to RCW 41.56.030(2).

39 **Section 1.3.**

40 Within one hundred and eighty (180) days following execution of this agreement, the District will provide  
41 the Union with complete job descriptions for all employees subject to this agreement. The District will  
42 provide the Union with such amendments, changes and additions to job descriptions as they may from  
43 time to time occur.

1 **Section 1.4.**

2 The bargaining unit to which this agreement is applicable shall consist of all classified employees in the  
3 following general job classifications: custodial-maintenance, secretarial, assistant, food service, and  
4 transportation; EXCLUDING a total of two (2) exemptions in the District administration.  
5

6 **Section 1.4.1.**

7 Substitute employees (PERC case law) shall be included in the bargaining unit subject to the  
8 following conditions.  
9

- 10 1. Included substitutes shall be those employees who are employed for more than thirty (30)  
11 days of work within any twelve (12) month period ending during the current or  
12 immediately preceding school year, and who continue to be available for employment as  
13 substitutes.  
14
- 15 2. The following provisions of the agreement will be applicable to such substitutes.  
16 Contractual clauses: Declaration of Principles, Preamble, Articles I, II, III, IV, V, XII,  
17 XIII and XVI;  
18
- 19 3. Wages: Schedule A, Step I.  
20

21 **Section 1.5.**

22 During times of full employment (no lay-offs or staff on reduced hours) the District may fill the  
23 equivalent of up to two (2) temporary positions during any given period for a time not to exceed fifty-nine  
24 (59) consecutive workdays. The Union president shall be notified at the time of such hire, in writing. Such  
25 temporary employees who have worked thirty (30) or more days in the current school year shall only have  
26 the same rights under this agreement as the thirty (30) day substitutes designated in Section 1.4.1. An  
27 employee may only work a temporary position once per school year.  
28  
29  
30

31 **ARTICLE II**

32 **RIGHTS OF THE EMPLOYER**

33 **Section 2.1.**

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

45 **Section 2.2.**

46 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
47 District. In making rules and regulations relating to personnel policies, procedures and practices, and

1 matters of working conditions, the District shall give due regard and consideration to the rights of the  
2 Union and the employees and to the obligations imposed by this agreement.

3  
4  
5  
6 **ARTICLE III**

7  
8 **RIGHTS OF EMPLOYEES**

9  
10 **Section 3.1.**

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

18  
19 **Section 3.2.**

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

22  
23 **Section 3.3.**

24 Employees subject to this agreement have the right to have Union representatives or other persons present  
25 at discussions between themselves and supervisors or other representatives of the District as hereinafter  
26 provided.

27  
28 **Section 3.4.**

29 Each employee reserves and retains the right to delegate any right or duty contained in this agreement,  
30 exclusive of compensation for services rendered, to appropriate officials of the Union.

31  
32 **Section 3.5.**

33 Neither the District, nor the Union, shall discriminate against any employee subject to this agreement on  
34 the basis of race, creed, color, sex, religion, national origin, veteran or military status, sexual orientation,  
35 gender expression or identity, age, disability, or the use of a trained dog guide or service animal by a  
36 person with a disability.

37  
38 **Section 3.6.**

39 One (1) official personnel file shall be kept at the District Office for each employee. This shall not prevent  
40 each supervisor from keeping one (1) working file for each employee, provided that such working file  
41 shall not contain documents more than two (2) years old. Each employee shall be provided a copy of  
42 derogatory material placed in his/her official personnel file within five (5) working days of its insertion.  
43 An employee may attach comments to any material that is a part of the official personnel file. Upon a  
44 timely request, the employee may inspect the file with a representative of the District and, if the employee  
45 desires, the Union. The employee may make an inventory of the official file and have it signed and dated  
46 by the representative of the District, and may have copies made of any contents of the file, the cost of  
47 which may be charged to the employee up to the amount of ten cents (10¢) per page.

1 **Section 3.7. Annual Evaluations.**

2 Annual evaluations, using the form in Appendix A, shall be presented to each employee no later than ten  
3 (10) days before the last scheduled day of instruction. A copy will be provided the employee upon  
4 presentation. Employees shall have the right to attach a written response to any evaluation placed in the  
5 employee's official personnel file.

6  
7 **Section 3.7.1.**

8 All performance evaluations reflecting a needs improvement, unsatisfactory rating level of  
9 performance or similar terminology shall state specific reasons for the unsatisfactory rating and  
10 remedial action necessary by the employee. Remedial training may be offered by the District as an  
11 aid to improve performance. Such ratings shall be brought to the employee's attention as soon as  
12 reasonably possible.

13  
14  
15  
16 **ARTICLE IV**

17  
18 **RIGHTS OF THE UNION**

19  
20 **Section 4.1.**

21 The Union has the right and responsibility to represent the interests of all employees in the unit and to  
22 enter collective negotiations with the object of reaching an agreement applicable to all employees within  
23 the bargaining unit.

24  
25 **Section 4.2.**

26 The Union shall promptly be notified by the District of any grievances or disciplinary actions of any  
27 employee in the unit in accordance with the provisions of the discharge and grievance procedure articles  
28 contained herein. The Union is entitled to have an observer at hearings conducted by any District official  
29 or body arising out of grievance and to make known the Union's views concerning the case.

30  
31 **Section 4.3.**

32 The District shall place an electronic copy of this Agreement on the District's website.

33  
34 **Section 4.4.**

35 The Union reserves and retains the right to delegate any right or duty contained herein to appropriate  
36 officials of the Public School Employees of Washington/SEIU Local 1948 state organization.

37  
38 **Section 4.5.**

39 The District agrees to provide PSE of Hood Canal a copy of the SPI S-275 form report and a list of  
40 bargaining unit employees on an annual basis.

41  
42 **Section 4.5.1.**

43 On request, the District will provide the chapter president with a list showing rates of pay,  
44 classifications, placement on Schedule A and enhancement received, if any, for each classified  
45 employee by name and other information specifically requested by the Union that is necessary and  
46 relevant for the Union to represent the bargaining unit.

1 **Section 4.6.**

2 Representatives of the Union, upon making their presence known to the District, shall have access to the  
3 District premises during business hours, provided, that no conferences or meetings between employees  
4 and Union representatives will in any way hamper or obstruct the normal flow of work.  
5

6 **Section 4.7. Bulletin Boards.**

7 The District shall provide a bulletin board space in the staff lounge, the kitchen and the bus garage, for the  
8 use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union.  
9 Each bulletin shall be signed by the Union official responsible for its posting. Unsigned notices or  
10 bulletins may not be posted. There shall be no other distribution or posting by employees or the Union of  
11 pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than  
12 herein provided.  
13

14 **Section 4.7.1.**

15 The responsibility for the prompt removal of notices from the bulletin boards after they have  
16 served their purpose shall rest with the individual who posted such notices.  
17

18 **Section 4.8. Union Leave.**

19 The president of the Union and designated representatives of the Union will be provided time off without  
20 loss of pay up to a maximum of four (4) days per year to attend regional or state meetings. If it is  
21 necessary for the District to hire a substitute employee to replace the absent employee, the Union shall  
22 reimburse the District for the amount of hourly wages paid to the substitute. Employees shall request such  
23 leave at least two (2) days in advance.  
24

25 **Section 4.9.**

26 The Union may use District buildings for meetings during non-working hours as per District policy. The  
27 Union representative shall obtain approval from building administration prior to using such buildings. The  
28 Union shall have the right to use the District's standard office equipment. The Union shall reimburse the  
29 District pursuant to District policy and procedure for use of standard office equipment. The Union shall be  
30 liable for negligence or any willful damage occurring from its use of District building and/or equipment.  
31

32 **Section 4.9.1.**

33 The Union may use the District's internal mail distribution system (hard copy and electronic,  
34 including email and voicemail) to circulate routine information to its members. Further, such  
35 distribution shall not violate U.S. Postal regulations, nor shall it be used to avoid required postage  
36 costs. The Union shall not use the District mail system to distribute or obtain information  
37 regarding political candidates or issues which are a part of any public election. Use of the  
38 District's email system will be in accordance with the District's policy and procedures for access  
39 to the network and use of electronic communications.  
40

41 **Section 4.10.**

42 The Union shall be allowed paid release time to attend District meetings regarding grievances (one (1)  
43 representative per meeting) or Labor-Management Committee (up to three (3) when such meetings are  
44 mutually scheduled during working hours). Up to four (4) employees designated by the Union shall be  
45 allowed paid release time to participate in collective bargaining with the District when bargaining sessions  
46 are mutually scheduled during working hours.  
47  
48

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

## ARTICLE V

### APPROPRIATE MATTERS FOR CONSULTATION

**Section 5.1.**

The Union will designate a Labor-Management committee of up to four (4) members who will meet with the superintendent of the District or the superintendent's representatives on a mutually agreeable regular basis to discuss appropriate matters.

**Section 5.2. Duty to Bargain.**

The District recognizes its obligation under the law to negotiate with the Union regarding any changes in wages, hours, terms and conditions of employment and working conditions for bargaining unit employees covered by this agreement. When the District creates a new job title position or substantially changes the duties of an existing position, the District agrees to negotiate hourly pay rates with the Union in accordance with Chapter 41.56 RCW.

## ARTICLE VI

### HOURS OF WORK AND OVERTIME

**Section 6.1.**

The normal workweek shall consist of five (5) consecutive work days, Monday through Friday; however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days off. Each shall be assigned to a definite shift with designated times of beginning and ending. The shift shall not be changed without prior notice to the employee of at least three (3) weeks, except in the case of bona fide emergencies, or upon mutual agreement by the employee and supervisor.

**Section 6.2.**

All employees working more than four (4) consecutive hours (or four (4) hours split between separate shifts or jobs with less than thirty (30) minutes in between shifts or jobs) shall be granted an uncompensated, uninterrupted lunch period not to exceed thirty (30) minutes. In the event the District requires an employee to work during a scheduled lunch period, the employee shall be compensated for the extra time worked, or the lunch may be rescheduled. A paid rest period of fifteen (15) minutes shall be granted and scheduled for each four (4) hours of work during the work day. This section does not apply to bus drivers.

**Section 6.3.**

All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay.

**Section 6.4.**

Employees who are assigned a shift in a position with a higher rate of pay shall be compensated all hours worked at the higher rate of pay at the employee's normal seniority step on the pay scale.



1 **Section 6.5.**

2 In the event of unusual school closure due to inclement weather, plant inoperation or other emergency, the  
3 District agrees to consult with the Union regarding the effect on the wages, hours and working conditions  
4 of bargaining unit employees.  
5

6 **Section 6.6.**

7 Bus drivers will receive a minimum of fifteen (15) minutes pay for each drivers' staff meeting attended (as  
8 required by the District).  
9

10 **Section 6.7.**

11 An employee called back to work after having completed his/her regular work assignment shall receive a  
12 minimum of two (2) hours pay; provided that there has been a minimum of one (1) hour between the  
13 completion of the regular assignment and the call back. Bus drivers extra trips are not considered call  
14 backs unless assigned by the District.  
15

16 **Section 6.8.**

17 Employees shall receive a minimum of two (2) hours pay for each duty call, with the understanding that  
18 employees may be required to perform duties for the entire two (2) hour period for which they are  
19 compensated. Exceptions may be made by mutual agreement between the District and the Union.  
20

21 **Section 6.8.1.**

22 For bus drivers, a duty call is considered to be a regular, scheduled morning, midday or afternoon  
23 run or extra trip.  
24

25 **Section 6.9. Compensatory Time.**

26 An employee, at his/her option, may request compensatory time off in lieu of overtime compensation.  
27 There shall be a reasonable expectation that the employee will be provided an opportunity to use accrued  
28 compensatory time. Compensatory time in lieu of overtime shall accrue at the rate of one and one-half  
29 (1½) hours for each overtime hour worked. Compensatory time shall be accumulated up to a maximum of  
30 forty (40) hours. Accumulated compensatory time not used shall be cashed in on the first paycheck  
31 following the last day of each school year. Compensatory time accrued and used shall be accounted for on  
32 the employee's time sheet.  
33

34 **Section 6.9.1. Trade Time.**

35 Work demands may cause the District to temporarily extend the shift of an employee. When such  
36 an extension does not create an overtime situation, the employee may elect to accumulate trade  
37 time under the model described in Section 6.9, except that trade time will be on an hour-for-hour  
38 basis rather than at overtime. Trade time may be utilized at times agreed upon by the employee  
39 and his/her immediate supervisor.  
40

41 **Section 6.10.**

42 The parties recognize that unforeseen events may affect the work schedules and the wages, benefits and  
43 retirement credits of bargaining unit members; therefore, the effect of such unforeseen events (e.g. snow  
44 day, snow day make up, Christmas/New Year's closure, and/or other work stoppages) shall be determined  
45 by consultation upon demand of the Union.  
46  
47  
48

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

**Section 6.11.**

The Lead Driver shall be guaranteed two (2) hours per day of administrative duties and may at the discretion of the Superintendent be assigned additional non-driving duties such as dispatching or other activities.

**Section 6.12.**

If the bus driver workday exceeds fourteen (14) hours, inclusive of drive time and non-drive time, the bus driver shall not be required to provide additional supervision of students.

**Section 6.13.**

Bus drivers shall be provided up to four (4) hours pay for Summer-Break Bus Cleaning, unless additional hours are preapproved by an administrator.

**ARTICLE VII**

**HOLIDAYS AND VACATIONS**

**Section 7.1. Holidays.**

All employees shall receive the following paid holidays which fall within their work year.

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

Holiday pay will be the same as pay received by the employee for a regularly scheduled working day, regardless whether the holiday falls on a regularly scheduled working day or not.

**Section 7.1.1. Unworked Holidays.**

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

**Section 7.1.2. Worked Holidays.**

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus twice their base rate for all hours worked on such holidays.

1 **Section 7.1.3. Holidays During Vacation.**

2 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take  
3 one extra day of vacation with pay in lieu of the holiday as such.  
4

5 **Section 7.2. Vacations.**

6 Upon completion of the first year of service with the school district, each year-round employee shall be  
7 granted five (5) days paid vacation per year. Upon completion of the second year of service, each year-  
8 round employee shall be granted ten (10) days paid vacation per year. Upon completion of the eighth year  
9 of service, each year-round employee shall be granted fifteen (15) days paid vacation per year. Upon  
10 completion of the twelfth year of service, each year-round employee shall be granted twenty (20) days  
11 paid vacation per year. Year-round employees are those employees who work a minimum of ten and one-  
12 half (10 ½) months in any fiscal year.  
13

14 **Section 7.2.1.**

15 Vacations shall be scheduled at a time mutually agreed upon by the District and the employee.  
16

17 **Section 7.2.2.**

18 Employees may, if they desire, carry over, between years, up to ten (10) working days of accrued  
19 vacation.  
20

21 **Section 7.2.3.**

22 Employees may utilize vacation credit to augment sick leave credit in the event of extended  
23 illness, injury, or emergency.  
24  
25  
26

27 **ARTICLE VIII**

28 **LEAVES**

29 **Section 8.1. Sick Leave.**

30 **Section 8.1.1.**

31 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;  
32 provided, however, that no employee shall accumulate less than ten (10) days of sick leave per  
33 school year. An employee who works eleven (11) working days in any calendar month will be  
34 given credit for the full calendar month. Sick leave shall be vested when earned and may be  
35 accumulated. The District shall project the number of annual days of sick leave at the beginning of  
36 the school year according to the estimated calendar months the employee is to work during that  
37 year. The employee shall be entitled to the projected number of days of sick leave at the beginning  
38 of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to  
39 the employee's normal daily work shift; provided, however, that should an employee's normal  
40 daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick  
41 leave benefits will be paid in accordance with the employee's normal daily work shift at the time  
42 the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a  
43 daily basis.  
44  
45  
46  
47  
48

1 **Section 8.1.1.1. Sick Leave Cash Out.**

2 Pursuant to statute, in January of the year following any year in which a minimum of sixty  
3 (60) days of leave for illness or injury is accrued, and each January thereafter, an eligible  
4 employee may exercise an option to receive remuneration for unused leave for illness or  
5 injury accumulated in the previous year a rate equal to one (1) day's monetary  
6 compensation of the employee in excess of sixty (60) days. The employee's sick leave  
7 accumulation shall be reduced four (4) days for each day compensated. No employee may  
8 receive compensation for sick leave accumulated in excess of one (1) day per month.  
9

10 At the time of separation from school district employment, pursuant to the provisions of  
11 RCW 28A.400.210, an eligible employee or the employee's estate shall receive  
12 remuneration at the rate equal to one (1) day's current monetary compensation for the  
13 employee for each four (4) full days accrued sick leave for illness or injury.  
14

15 In lieu of the above remuneration the eligible employee may receive equivalent funds for  
16 post-retirement medical benefits. Application of these funds shall be limited to those  
17 employee medical plans in effect at time of retirement.  
18

19 **Section 8.1.1.2. Donating Sick Leave.**

20 Pursuant to House Bill 2266 filed in the office of the Secretary of State June 20, 2003,  
21 which amended RCW 41.04.655, 41.04.660 and 41.04.665, employees shall be allowed to  
22 donate accrued sick leave or personal holidays.  
23

24 **Section 8.1.1.3. Leave Donation Program.**

25 Program means the leave sharing established in RCW 41.04.660. Those eligible to receive  
26 voluntary donation of leave includes all Active duty "Uniformed services" and allows  
27 employees to come to the aid of a fellow employee who are suffering from or have a  
28 relative or household member suffering from an extraordinary or severe illness, injury  
29 impairment, physical or mental condition or emergency which has caused or is likely to  
30 cause the employee to take leave without pay or terminate employment.  
31

32 **Section 8.1.1.4.**

33 An employee may transfer sick leave to another employee requesting shared leave as long  
34 as they maintain a minimum of 176 hours or 22 days of sick leave after they transfer. There  
35 is no limit to the number of days that may be transferred. Employees may also donate any  
36 amount of annual leave as long as they maintain a balance of ten (10) days. Shared leave  
37 shall be calculated by hours.  
38

39 **Section 8.1.2.**

40 In the event employees are absent for reasons which are covered by industrial insurance, the  
41 District shall pay the employee an amount equal to the difference between the amount paid the  
42 employee by the Department of Labor and Industries and the amount the employee would  
43 normally earn. A deduction shall be made from the employee's accumulated sick leave in  
44 accordance with the amount paid to the employee by the District.  
45  
46  
47  
48

1           **Section 8.1.3.**

2           Employees who have accrued sick leave while employed by another public school district in the  
3           State of Washington shall be given credit for such accrued sick leave upon employment by the  
4           District.

5  
6           **Section 8.1.4.**

7           After five (5) consecutive working days of personal or a dependent child's illness or disability, a  
8           doctor's certificate may be required by the District. If an employee's or dependent child's illness or  
9           disability extends beyond eight (8) consecutive working days, the District may require a second  
10          doctor's opinion who has been selected by the District at the District's expense.

11  
12          **Section 8.2. Bereavement Leave.**

13          Each employee shall be entitled to five (5) days leave with pay for absence caused by death or serious  
14          illness to an employee's child, son-in-law, daughter-in-law, step-child, fetus, spouse, parent, step-parent,  
15          grandparent, sibling, aunt, uncle, or parent-in-law. Such leave for serious illness shall be deducted from  
16          sick leave. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is  
17          noncumulative.

18  
19          **Section 8.3. Emergency Leave.**

20          Each employee shall be entitled to three (3) days emergency leave paid per year. Emergency leave is  
21          noncumulative and, if used, shall be deducted from sick leave. The situation must be one which is serious  
22          and unavoidable and of major importance, not one of mere convenience.

23  
24          **Section 8.4. Maternity Leave.**

25          Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such  
26          time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave must  
27          return to work not later than one (1) year following the granting of the maternity leave. Employees  
28          granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance  
29          with Sections 7.2 and 8.1.1 above. Before returning to work, the employee must be certified by her  
30          physician as ready and able to return.

31  
32          **Section 8.5. Judicial Leave.**

33          In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a  
34          codefendant with the District, such employee shall receive a normal day's pay for each day of required  
35          presence in court; provided, however, that any compensation received for such service shall be paid to the  
36          District. Any expense payments received shall be retained by the employee i/a/w/ RCW 43.03.060. Such  
37          repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event that an  
38          employee is a party in a court action, such employee may request a leave of absence.

39  
40          **Section 8.6. Dependent Child Leave.**

41          The District shall allow an employee to use the employee's accrued sick leave to care for a child of the  
42          employee under the age of eighteen years with a health condition that requires treatment or supervision  
43          pursuant to RCW 49.12 and WAC Chapter 296-130. This section shall be construed only as consistent  
44          with applicable state law.

1 **Section 8.7. Leave Of Absence.**

2  
3 **Section 8.7.1.**

4 Upon recommendation of the immediate supervisor through administrative channels to the  
5 superintendent, and upon approval of the board of directors, an employee may be granted a leave  
6 of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due  
7 to extended illness, one (1) additional year may be granted.

8  
9 **Section 8.7.2.**

10 The returning employee will be assigned to the position occupied before the leave of absence,  
11 subject to Section 9.7. A replacement employee shall be entitled to District paid insurance  
12 premiums in accordance with Section 11.1 of this agreement only after the replacement employee  
13 has worked for thirty (30) consecutive workdays in the same position, and only if the employee is  
14 not presently covered by another health care provider; provided, however, no replacement  
15 employee shall receive District-paid insurance premiums as long as the regular employee for that  
16 position is receiving District-paid insurance premiums.

17  
18 **Section 8.7.3.**

19 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on  
20 leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the  
21 employee is on leave of absence.

22  
23 **Section 8.7.4.**

24 Leave of absence is leave without pay or benefits. Employees may expend any/all accrued  
25 compensatory time, Article VII compensation due and/or Article VIII paid leave prior to  
26 requesting leave of absence as delineated herein.

27  
28 **Section 8.8. Adoption Leave.**

29 An employee legally adopting a child may request paid leave and shall be granted up to four (4) days  
30 which shall be deducted from leave accumulated in Section 8.1.1. Such leave may be used for travel to  
31 obtain the child; required observation with the child; court or legal procedures to finalize adoption.  
32 Additional unpaid leave shall be granted as required by the Family Medical Leave Act and applicable  
33 State Law.

34  
35 **Section 8.9. Personal Leave.**

36 Three (3) days of personal leave shall be granted to each employee, two (2) paid by the District, the third,  
37 if used, to be taken from sick leave which may be used for personal business which can be transacted only  
38 during school hours subject to the following restrictions:

- 39 1. Personal leave shall be non-accumulative.
- 40 2. Must be requested at least twenty-four (24) hours in advance;
- 41 3. Not to be used immediately adjacent to (either before or after) vacations or  
42 holidays; provided the superintendent may waive the above requirement due to unusual or  
43 emergency circumstances beyond the employee's control.

44  
45 **Section 8.9.1.**

46 Unused personal leave shall be cashed out at the end of each school year. Each day cashed out  
47 shall be paid at the current pay rate then in effect.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

## ARTICLE IX

### PROBATION, SENIORITY AND LAYOFF PROCEDURES

#### **Section 9.1.**

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

#### **Section 9.1.1.**

In the event more than one employee in the general job classifications set forth in Article I, Section 1.4 is awarded the same seniority date, the question of seniority among those employees shall be determined within thirty (30) days of hire by draw of cards (conventional fifty-two card deck, utilizing one suit, Ace to be considered the highest card, highest card(s) win the draw). In the event of determination of seniority in like cases during previous agreements, such determinations shall be observed during this agreement and future agreements.

#### **Section 9.1.2.**

The District shall publish annually a dated seniority list, ranking all employees in each of the general job classifications specified in Section 1.4. to include rate of pay, hours assigned and date of hire. This distribution shall include the chapter president and a mailed copy to the field representative.

#### **Section 9.2.**

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

#### **Section 9.3.**

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

#### **Section 9.4.**

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

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

#### **Section 9.5.**

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

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

1 **Section 9.6.**

2 Seniority rights shall be effective within the general job classification. As used in this agreement, general  
3 job classifications are those set forth in Article I, Section 1.4.  
4

5 **Section 9.7.**

6 The employee with the earliest hire date shall have absolute preferential rights regarding shift selection,  
7 vacation periods and special services (including overtime). The employee with the earliest hire date shall  
8 have preferential rights regarding promotions, assignment to new or open jobs or positions, increase or  
9 decrease of daily hours of employment greater than thirty (30) minutes and layoffs when ability and  
10 performance are substantially equal with junior employees. If the District determines that seniority rights  
11 should not govern because a junior employee possesses ability and performance substantially greater than  
12 a senior employee or senior employees, the District shall set forth in writing to the employee or  
13 employees and the Union president its reasons why the senior employee or employees have been  
14 bypassed.  
15

16 **Section 9.7.1.**

17 The District may not layoff senior employees before junior employees in any general job  
18 classification unless the junior employee possesses substantially greater ability and performance  
19 pursuant to Section 9.7 of the Agreement. Should a seniority bypass occur, the District must inform  
20 the Union President in writing of the name and position of the junior employee and the rationale for  
21 retaining him/her out of seniority order. Senior employees, displaced as result of a layoff, may bump  
22 the least senior employee holding a position that is substantially equivalent to the position held at  
23 the time of layoff. Employees may not bump into a higher pay range or into a position or more hours  
24 of employment than that held at the time of layoff, unless no such position exists. Employees that  
25 are not placed in positions that are substantially equivalent following layoff shall be placed on a  
26 reemployment list and will be rehired or offered additional hours, within their previous  
27 classification(s), when the available hours or positions are restored by the District.  
28

29 **Section 9.8.**

30 Employees who change job classifications within the bargaining unit shall retain their hire date in the  
31 previous classification for a period of five (5) years, notwithstanding that they have acquired a new hire  
32 date in a different classification, either hire date shall be lost as stated in Section 9.4, and the former hire  
33 date may not be utilized unless the employee has been subject to a reduction in force in his/her current  
34 classification.  
35

36 **Section 9.9.**

37 The District shall publicize within the bargaining unit for five (5) working days the availability of open  
38 positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall  
39 be forwarded to the president of the Union and to the Union representative of the classification concerned.  
40 All responses to the positions shall be in writing to the District.  
41

42 **Section 9.10.**

43 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
44 District according to seniority. Such employees shall be considered along with current employees for any  
45 open positions in the classification held immediately prior to layoff. Names shall remain on the  
46 reemployment list for thirteen (13) months.  
47



1 **Section 9.11.**

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

5 **Section 9.12.**

6 An employee shall forfeit rights to reemployment as provided in Section 9.10 if the employee does not  
7 comply with the requirements of Section 9.11, or if the employee does not respond to the offer of  
8 reemployment within fifteen (15) days.  
9

10 **Section 9.13.**

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

16 **ARTICLE X**

17 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

18  
19  
20 **Section 10.1.**

21 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of  
22 justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the  
23 District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the  
24 employee before other employees or the public.  
25

26 **Section 10.2. Notification To Non-Annual Employees.**

27 This section is intended to be applicable to those employees whose duties necessarily imply less than  
28 twelve (12) months (excluding vacations) work per year.  
29

30 **Section 10.2.1.**

31 Should the District decide to discharge or lay off any non-annual employee, the employee shall be  
32 so notified in writing two (2) weeks prior to the date of such discharge or layoff.  
33

34 **Section 10.2.2.**

35 Nothing contained herein shall be construed to prevent the District from discharging an employee  
36 for acts of misconduct occurring after the expiration of the school year.  
37

38 **Section 10.2.3.**

39 Nothing contained in this section shall in any regard limit the operation of other sections of this  
40 article.  
41

42 **Section 10.3.**

43 Except in extraordinary cases, and as otherwise provided in this article, the District will give employees  
44 two (2) week's notice of intention to discharge or layoff.  
45  
46  
47  
48

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**ARTICLE XI**

**INSURANCE AND RETIREMENT**

**Section 11.1.**

The District agrees to provide up to the amount funded by the state or the premium amount, whichever is less, per month for each full-time employee toward payment of premiums for District approved medical insurance programs and a proportionate amount on an FTE basis for all other employees. Each FTE shall be considered 1,440 hours or more worked. Once an employee has exhausted sick leave or any other collective bargaining agreement paid leave, the District shall no longer pay that employee's insurance premiums. The affected employee may retain insurance coverage at the expense of the employee by submitting the required premium amount(s) to the District business office no later than the date each month established by the District.

**Section 11.1.1.**

Dental and vision insurance shall be a part of the insurance package for each employee working four (4) or more hours per day, provided such coverage is available from the carrier. Each eligible employee must participate.

**Section 11.1.2.**

Any unused benefits generated by the bargaining unit will be pooled by the District on a 1,440 hour = 1 FTE pro rata basis to supplement bargaining unit employee medical costs which exceed their District insurance contribution.

**Section 11.1.3.**

Newly hired employees shall enjoy the benefit of Section 11.1. after working thirty (30) consecutive workdays. Any employee who works eleven (11) working days (any paid time) in any calendar month shall enjoy the benefit of Section 11.1.

**Section 11.1.4.**

Effective September 1, 2013, the District shall pay up to one-half, per month per FTE, of the required contribution to the State Health Care Authority for Retiree Insurance Benefits (hereinafter "Retiree Subsidy"). Effective September 1, 2014, the District shall pay 100% of the Retiree Subsidy. Such District payment of the Retiree Subsidy shall be funded by neither the District insurance contribution (Section 11.1) nor the insurance pool (Section 11.1.3) of the Agreement.

**Section 11.1.5.**

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

- A. The District will offer a high deductible health plan along with a Health Savings Account.
- B. At least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether or not the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2013 state employee benefit year.

- 1 C. Progress toward the 3:1 ratio, a plan structured in a manner that increases the premiums  
2 paid for employee-only coverage in order to reduce the premiums paid by employees  
3 covering families.
- 4 D. A plan to include mandatory out-of-pocket expenses for medical coverage when required  
5 by the State.
- 6 E. Any changes in actual benefits shall be subject to bargaining in accordance with RCW  
7 28A.400.280.

8

9 **Section 11.2.**

10 The District shall provide tort liability coverage for all employees subject to this agreement.

11

12 **Section 11.3.**

13 The District shall make required contributions for state industrial insurance on behalf of all employees  
14 subject to this agreement.

15

16 **Section 11.4.**

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

20

21

22

23 **ARTICLE XII**

24

25 **UNION MEMBERSHIP AND CHECKOFF**

26

27 **Section 12.1.**

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

31

32 **Section 12.2.**

33 The parties recognize that an employee should have the option of declining to participate as a member in  
34 the Union, yet contribute financially to the activities of the Union in representing such employee as a  
35 member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership  
36 requirements of the previous sections of this article, an employee who declines membership in the Union  
37 may pay to the Union each month a service charge as a contribution towards the administration of this  
38 agreement. The service charge will be equivalent to the current agency fee, as determined by the Union  
39 not later than December 1, of each instructional year. The service charge shall be collected by the Union  
40 in the same manner as monthly dues utilizing a payroll authorization form.

41

42 **Section 12.3.**

43 The District will notify the Union of all new hires within ten (10) working days of the hire date. At the  
44 time of hire, the District will inform the new hire of the terms and conditions of this article.

1 **Section 12.4.**

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

8  
9 **Section 12.5. Checkoff.**

10 The District shall deduct PSE dues, service charges or voluntary political contributions as provided in  
11 Section 13.8. from the pay of any employee who authorizes such deductions in writing pursuant to  
12 RCW 41.56.110. The District shall transmit all such funds deducted to the treasurer of the Public School  
13 Employees of Washington/SEIU Local 1948 on a monthly basis.

14  
15 **Section 12.6.**

16 The District shall, upon receipt of a written authorization form that conforms to legal requirement, deduct  
17 from the pay of such bargaining unit employee the amount of contribution the employee voluntarily  
18 chooses for deduction for political purposes to the Committee On Political Empowerment (COPE) and  
19 shall transmit the same to the Union on a check separate from the Union dues transmittal check.  
20  
21  
22

23 **ARTICLE XIII**

24 **GRIEVANCE PROCEDURE**

25  
26  
27 **Section 13.1.**

28 Grievances or complaints arising between the District and its employees within the bargaining unit  
29 defined in Article I herein, with respect to matters dealing with the interpretation or application of the  
30 terms and conditions of this agreement, shall be resolved in strict compliance with this article.  
31

32 **Section 13.2. Grievance Steps.**

33  
34 **Section 13.2.1. Step I, Informal – Grievant/Immediate Supervisor.**

35 Employees shall first discuss the grievance with their immediate supervisor. If employees so wish,  
36 they may be accompanied by an Union representative at such discussion. All grievances not  
37 brought to the immediate supervisor in accordance with the preceding sentence within thirty (30)  
38 days of the occurrence of the grievance shall be invalid and subject to no further processing.  
39

40 **Section 13.2.1.1. Designation of Immediate Supervisor.**

- |    |                 |                                                                                                                                                                                                                            |
|----|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 41 |                 |                                                                                                                                                                                                                            |
| 42 | Principal:      | Pre-School Coordinator, Title 7 Coordinator, Para Educator,<br>School Secretary, Assistant School Secretary.                                                                                                               |
| 43 |                 |                                                                                                                                                                                                                            |
| 44 |                 |                                                                                                                                                                                                                            |
| 45 | Superintendent: | Maintenance/Custodian, Custodian, Kitchen Manager, Head<br>Cook, Assistant Cook, District Secretary, Lead Driver, Route<br>Coordinator/Dispatcher, Driver Trainer, Driver Technology<br>Coordinator, Braille Tech, Others. |
| 46 |                 |                                                                                                                                                                                                                            |
| 47 |                 |                                                                                                                                                                                                                            |
| 48 |                 |                                                                                                                                                                                                                            |

1 **Section 13.2.2. Step II, Formal – Grievant/Immediate Supervisor.**

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

- 5
- 6 A. The facts on which the grievance is based;
  - 7 B. A reference to the provisions in this agreement which have been allegedly violated; and
  - 8 C. The remedy sought.
- 9

10 The employee shall submit the written statement of grievance to the immediate supervisor for  
11 reconsideration and shall submit a copy to the superintendent or the superintendent's designee.  
12 The parties will have five (5) working days from submission of the written statement of grievance  
13 to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition  
14 is made, all parties to the grievance shall sign it.

15

16 **Section 13.2.3. Step III, Appeal to the Superintendent.**

17 If no settlement has been reached within the five (5) days referred to in the preceding subsection,  
18 and the Union believes the grievance to be valid, a written statement of grievance shall be  
19 submitted within fifteen (15) working days to the District superintendent or the superintendent's  
20 designee. After such submission, the parties will have ten (10) working days from submission of  
21 the written statement of grievance to resolve it by indicating on the statement of grievance the  
22 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

23

24 **Section 13.2.4. Step IV, Appeal to School Board.**

25 If no settlement has been reached within the ten (10) days referred to in the preceding subsection,  
26 and the Union believes the grievance to be valid, a written statement of grievance shall be  
27 submitted within fifteen (15) working days to the District board of directors. After such  
28 submission, the parties will have thirty (30) working days from submission of the written  
29 statement of grievance to resolve it by indicating on the statement of grievance the disposition. If  
30 an agreeable disposition is made, all parties to the grievance shall sign it. The board of directors  
31 reserves the right to summon the employee for an oral statement of the grievance. The employee  
32 reserves the right to appear before the board of directors to explain the grievance. At any  
33 appearance before the board of directors, the employee may be accompanied by an Union  
34 representative or designee.

35

36 **Section 13.2.5. Step V, Arbitration.**

37 If no settlement has been reached within the thirty (30) working days referred to in the preceding  
38 subsection, and the Union believes the grievance to be valid, the employee may demand  
39 arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the  
40 interpretation of the application of this agreement shall then be submitted to arbitration under the  
41 voluntary Labor Arbitration Rules of the American Arbitration Association. If mutually agreed,  
42 the parties may submit to arbitration under the Expedited Arbitration Rules of the American  
43 Arbitration Association. The parties agree to accept the arbitrator's award as final and binding  
44 upon them. The parties further agree that all costs of the arbitrator shall be shared equally between  
45 the District and the Union.

1 **Section 13.2.5.1. Jurisdiction of the Arbitrator.**

2 The arbitrator shall have no power to alter, add to, or subtract from, the terms of this  
3 agreement. The arbitrator shall confine his inquiry and decision to the specific area of the  
4 contract as cited in the grievance form.  
5

6 **Section 13.3.**

7 The employer shall not discriminate against any individual employee or the Union for taking action under  
8 this article.  
9  
10  
11

12 **ARTICLE XIV**

13 **TRANSFER OF PREVIOUS EXPERIENCE**  
14  
15

16 **Section 14.1.**

17 Any new hire who had just previously been employed by any school district in the State of Washington,  
18 and is hired to perform work similar to that in which previously engaged, shall be given longevity credits  
19 in the District in accordance with state law.  
20

21 **Section 14.2.**

22 The longevity credit so transferred shall be applicable to all benefits herein including Schedule A.  
23

24 **Section 14.2.1.**

25 Any new hire with similar job experience in public schools outside Washington State or private  
26 schools in the United States shall be given credit for years worked on Schedule A.  
27

28 **Section 14.3. Staff Development – Enhancement Committee.**

29 A joint committee consisting of representation from the Union and an equal number from the District  
30 shall review training opportunities and, based on identified needs, recommend persons to attend such  
31 training and distribute hourly increases based upon educational achievement.  
32

33 **Section 14.4. Apprenticeship.**

34 All employees enrolled as apprentices by the Washington Public School Classified Employees Joint  
35 Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of this agreement;  
36 except that the WPSCEJATC shall have jurisdiction to insure that apprentices successfully complete all  
37 requirements of the program as approved and registered with the Washington State Apprenticeship and  
38 Training Council.  
39

40 **Section 14.4.1.**

41 In the event an apprentice is deemed unsuccessful by the local JATC in completing any or all parts  
42 of the approved standards, such apprentice waives contractual recourse through the grievance  
43 procedure.  
44

45 **Section 14.4.2.**

46 If, at any given time, those requesting apprentice status exceeds the one-to-one ratio, employees  
47 shall be selected based upon performance.

1 **Section 14.4.3.**

2 Employees enrolled as apprentices shall receive their regular rate of pay as specified on  
3 Schedule A. Upon successful completion of apprenticeship standards and recognition by the  
4 WPSCEJATC of journey status, the journey person shall receive an additional pay as indicated in  
5 the attached salary survey to the Collective Bargaining Agreement.  
6

7 **Section 14.4.4.**

8 Employees shall be responsible for tuition costs associated with college credits and for required  
9 books and materials.  
10

11 **Section 14.4.5.**

12 Participation in the apprenticeship program shall be completely voluntary.  
13

14 **Section 14.4.6.**

15 Persons employed on the effective date of this agreement may apply for the apprenticeship  
16 program at any time new enrollees are accepted. Applications will be accepted annually prior to  
17 October 1.  
18

19 **Section 14.4.6.1.**

20 Such employees shall receive partial credit for time worked in the District as determined  
21 by the WPSCEJATC.  
22  
23  
24

25 **ARTICLE XV**

26 **SALARIES AND EMPLOYEE COMPENSATION**

27 **Section 15.1.**

28 Employees shall be compensated in accordance with the provisions of this agreement for all hours  
29 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours  
30 worked, and rates paid with each paycheck.  
31  
32  
33

34 **Section 15.2.**

35 Salaries for employees subject to this agreement, during the term of this agreement, are contained in  
36 Schedule A attached hereto and by this reference incorporated herein.  
37

38 **Section 15.2.1.**

39 All new employees shall be placed at Step I for ninety (90) workdays and then placed at Step II.

40 **Section 15.2.2.**

41 Any employee who changes job positions or classifications shall receive full longevity credit  
42 regarding step placement on Schedule A.  
43

44 **Section 15.3.**

45 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.  
46  
47  
48

1 **Section 15.4.**

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

5  
6 **Section 15.5.**

7 Employees required to remain overnight on District business shall be reimbursed for reasonable room and  
8 board expenditures and shall be paid their rate of pay for hours worked.

9  
10 **Section 15.6.**

11 The District shall reimburse the cost of security checks, food service handler's permit, background  
12 investigations, production of records, finger printing, physical examination, commercial driver license  
13 testing, out-of-pocket expense required as a condition of continued employment. This does not include  
14 costs necessary to obtain personal basic driver license renewals.

15  
16 **Section 15.7.**

17 Employees shall be compensated at their regular rate of pay for all time spent in the interest of the  
18 District. This time shall include required staff meetings, safety meetings, first aide and first aide class.

19  
20 **Section 15.8.**

21 Driver trainer will receive \$1.00 an hour to the regular rate of pay when performing the duties of trainer.

22  
23 **Section 15.9.**

24 The Union and District agree to meet on or about February 1, 2014 for the purposes of conducting a joint  
25 wage survey utilizing the K-12 labor market as the comparison group. At the option of the Union  
26 Schedule A shall be reopened to negotiate wage rates for the 2014-2015 fiscal year.

27  
28  
29  
30 **ARTICLE XVI**

31  
32 **DRUG AND ALCOHOL TESTING**

33  
34 **Section 16.1.**

35 The District agrees to promulgate a drug and alcohol testing policy and procedure for employees who are  
36 required to maintain a valid commercial driver's license as required by and in accordance with federal  
37 law.

38  
39 **Section 16.2.**

40 The District agrees to provide all employee training required by law (for drug and alcohol testing) at no  
41 cost to employees, and shall further compensate employees at their regular rate of pay (or overtime rate, if  
42 applicable) for all hours spent in required training.

43  
44 **Section 16.3.**

45 The District agrees to keep all testing results confidential, pursuant to state and federal law.



1 **Section 16.4.**

2 The District shall not be required to pay for the cost of required pre-employment testing for individuals  
3 who are not current bargaining unit employees. The District shall pay for the cost of all other drug and  
4 alcohol testing for bargaining unit employees which is required by law or for continued employment.  
5

6 **Section 16.5.**

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

11 **Section 16.6.**

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

15 **Section 16.7.**

16 Any discipline related to positive drug or alcohol tests shall be subject to the terms of Article X  
17 (Discipline and Discharge of Employees); to the terms of the grievance procedure contained in  
18 Article XIII (Grievance Procedure); and any other applicable terms of the collective bargaining  
19 agreement.  
20  
21  
22

23 **ARTICLE XVII**

24 **TERM AND SEPARABILITY OF PROVISIONS**

25 **Section 17.1.**

26 The term of this agreement shall be September 1, 2013 to August 31, 2016.  
27  
28  
29

30 **Section 17.2.**

31 All provisions of this agreement shall be applicable to the entire term of this agreement notwithstanding  
32 its execution date, except as provided in the following section.  
33

34 **Section 17.3.**

35 This agreement may be reopened for discussion of possible modification at any time during this term  
36 upon mutual consent of the Union and the District in writing. This agreement shall be reopened as  
37 necessary to consider the impact of any legislation enacted following execution of this agreement which  
38 may affect the terms and conditions herein or create authority to alter personnel practices in public  
39 employment.  
40

41 **Section 17.3.1.**

42 In the event that the state provides funding for training and/or salary enhancements related to  
43 apprenticeship, journey, or other educational training or incentives for classified employees, the  
44 parties agree to reopen Article XV and Salary Schedule A for renegotiation exclusively to  
45 determine the application of such designated funding.  
46  
47  
48

1           **Section 17.3.2.**

2           The parties will review the dollar amounts assigned to training opportunities A through E at the  
3           anniversary date.

4  
5           **Section 17.3.3.**

6           This agreement may be reopened and modified at any time during its term upon mutual consent of  
7           the parties in writing; provided, however, that basic educational state percentage increases for  
8           classified salaries and benefits shall be passed through for each year of this agreement to all  
9           employees.

10  
11           **Section 17.3.4.**

12           The District shall add a 1.9% increase to Schedule A (September 1, 2013 to August 31, 2014) of  
13           this agreement, in addition to Section 17.3.3.

14  
15           **Section 17.4.**

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

18  
19           **Section 17.5.**

20           Neither party shall be compelled to comply with any provision of this agreement which conflicts with  
21           state or federal statutes or regulations promulgated pursuant thereto.

22  
23           **Section 17.6.**

24           In the event either of the two (2) previous sections is determined to apply to any provision of this  
25           agreement, such provision shall be renegotiated pursuant to Section 17.3.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

**SIGNATURE PAGE**

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

**PUBLIC SCHOOL EMPLOYEES  
OF HOOD CANAL**

**HOOD CANAL SCHOOL DISTRICT #404**

BY:                     /signed by/                      
                    Susan Moulton, Chapter President

BY:                     /signed by/                      
                    Shawn Batstone, Superintendent

DATE:                     October 7, 2013                    

DATE:                     October 7, 2013

**Schedule A**  
**Hood Canal School District**  
**September 1, 2013 – August 31, 2014**

	<b>13-14</b>	<b>13-14</b>
<b><u>Assistant</u></b>	<b><u>Step I</u></b>	<b><u>Step II</u></b>
Pre-School Coordinator	\$12.46	\$14.07
Title 7 Coordinator	\$12.46	\$14.07
Para Educator	\$11.70	\$13.29
Library	\$11.70	\$13.29
<b><u>Custodian-Maintenance</u></b>		
Maintenance/Custodian	\$15.38	\$17.01
Custodian	\$12.63	\$14.67
<b><u>Food Service</u></b>		
Kitchen Manager	\$17.50	\$19.05
Head Cook (1)	\$15.49	\$16.93
Assistant Cook	\$11.31	\$13.35
<b><u>Secretarial</u></b>		
District Secretary	\$17.50	\$19.05
School Secretary	\$13.93	\$16.21
Assistant School Secretary	\$11.70	\$13.29
<b><u>Transportation</u></b>		
Lead Driver	\$16.79	\$17.11
Route Coordinator/Dispatcher	\$14.50	\$16.79
Driver Trainer	-	\$16.60
Driver	\$14.01	\$15.60
<b><u>Technician</u></b>		
Technology Coordinator	\$20.72	\$21.48
Braille Technician	\$12.58	\$14.21

\* Driver trainer will receive \$1.00 an hour above the driver daily rate when performing the duties of, or related to, driver trainer.

## Schedule B

### EDUCATIONAL ENHANCEMENTS

The following hourly increases require approval before being awarded. Only after submitting documentation and review with approval of the Educational Enhancement Committee will the level of increase for item "C" be awarded and added to your hourly rate of pay.

- A. Compensation for obtaining a WSFSA certification shall be \$0.20 per hour.
- B. Education enhancements shall be compensated at the rate of \$0.01 per credit earned prior to 2009 and \$0.02 credit earned thereafter (1 credit = ten hours.) Qualifying classes must be job related, must be completed and documentation must be provided to the District by August 31. The Educational Enhancement committee will review all files and sign off on them by September 30.
- C. Upon successful completion of the WPSCEJATC apprenticeship, add \$1.00 per hr.
- D. Those who have received a earned Highly Qualified status shall receive an additional \$0.60 to their current rate of hourly pay.
- E. Submission of any changes due to educational enhancements shall be provided to the District by August 31 for inclusion in the employee's pay for the following fiscal year.
- F. Educational enhancements shall be capped at a maximum of \$2.00 per hour additional pay, excluding WPSCEJATC and WSFSA.