

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
PENINSULA SCHOOL DISTRICT NO. 401
AND
PUBLIC SCHOOL EMPLOYEES OF PENINSULA
CLERICAL UNIT #623**

SEPTEMBER 1, 2019 - AUGUST 31, 2021



Public School Employees of Washington / SEIU Local 1948
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TABLE OF CONTENTS

	Page
ARTICLE I RECOGNITION	1
ARTICLE II RIGHTS OF THE DISTRICT	1
ARTICLE III RIGHTS OF EMPLOYEES	1
ARTICLE IV RIGHTS OF THE ASSOCIATION	2
ARTICLE V ASSOCIATION REPRESENTATION	4
ARTICLE VI RIGHTS OF WORK AND OVERTIME	4
ARTICLE VII HOLIDAYS AND VACATIONS	6
ARTICLE VIII LEAVES	8
ARTICLE IX WORKING CONDITIONS	11
ARTICLE X INSURANCE AND RETIREMENT	19
ARTICLE XI UNION MEMBERSHIP AND CHECKOFF	20
ARTICLE XII GRIEVANCE PROCEDURE	20
ARTICLE XIII CLASSIFIED REVIEW BOARD	22
ARTICLE XIV RATES OF PAY	23
ARTICLE XV NO STRIKE / NO LOCK OUT	23
ARTICLE XVI SCOPE OF AGREEMENT	24
ARTICLE XVII DURATION	24
SIGNATURE PAGE	25
SCHEDULE A 2018-2019	26
2019-2020	26
JOB TITLES	27
LETTER OF AGREEMENT – Sub rates	28

INDEX

	Section	Page
Recognition	1.1	1
Rights of District	2.1	1
Rights of Employees	3.1	1
Anti-Discrimination Clause	3.2	2
Personnel File Review	3.3	2
Rights of Association	4.1	2
Membership Information	4.2	2
Delegation of Rights	4.3	2
Time-off for President	4.4	2
Employee Information	4.5	3
Bulletin Boards	4.6	3
Use of District Buildings/Mailboxes	4.7	3
Notification of Grievances/Disciplinary Action	4.8	3
New Employee Orientation	4.9	3
Conference Committee	5.1	4
Assignment of Shifts (Workweek)	6.1	4
Minimum Position Length	6.2	4
Notice of Assignment	6.3	4
Rest Breaks	6.4	4
Shift Premium	6.5	5
Lunch Breaks	6.6	4
School Closure	6.7	5
Work In A Higher Classification	6.8	5
Overtime	6.9	5
Overtime Compensation	6.10	5
Compensatory Time	6.10.1	5
Hours Worked on 6 th & 7 th Day	6.11	6
Callback	6.12	6
School or District Committees	6.13	6
Holidays	7.1	6
Paid Holidays	7.2	7
Unworked Holidays	7.3	7
Worked Holidays	7.4	7
Holidays During Vacation	7.5	7
- Calculation of Time	7.6	7
- Eligibility	7.7 and 7.8	7,8
Sick Leave	8.1	8
- Sick Leave Buyback	8.1.1	9
FMLA	8.1.2	9
Bereavement	8.2	9
Judicial Leave	8.3	10
Attendance at Professional Conferences and Meetings	8.4	10
Leave of Absence	8.5	10
Leave of Absence without Pay	8.6	10

I N D E X (continued)

Leave Sharing	8.7	10
Safe Working Conditions	9.1	11
Evaluations	9.2	11
Professional Training and In-Service	9.3	12
Professional Training and In-Service	9.3.1 – 9.3.7	12-13
Paraeducator Competencies	9.3.8	13
Seniority	9.4	13
Termination of Seniority	9.4.	13
Probationary Period	9.5	13
New Position Probationary Period	9.5.1.	14
Job Openings	9.6	14
Promotions	9.7	14
Seniority Bypass	9.7	14
Layoff Procedures	9.8.	15-16
Recall Procedures	9.8.	15
Retention of Seniority	9.9.	17
Seniority Lists	9.10.	17
Lateral Transfers	9.11.	17
Transfers	9.12.	17
Seniority	9.13	17
Involuntary Layoff	9.14	17
Employment Categories	9.15	18
Termination of Employment	9.16	18
Progressive Discipline	9.16	18
Insurance	10.1	19
- Pooling	10.1	19
- Group Term Plans	10.2	19
-Insurance Contributions	10.3	19
- Tort Liability	10.4	19
Retirement System Eligibility	10.5	19
Insurance Benefits	10.6	19
Agency Shop	11.1	20
Dues	11.2	20
District Liability	11.3	20
Grievance Procedures	12.1	20
Grievance Steps	12.2	20
- Step I	12.2.1	20
- Step II	12.2.2	21
- Step III	12.2.3	21
Arbitration	12.2.4	21
- Limit On Judgments	12.2.5	21
- Fees	12.2.5	21
District shall not Discriminate	12.3	21

I N D E X (continued)

Classified Review Board	13.1	22
Appeals Board	13.2	22
Classified Review Board	13.3	22
Decision of CRB	13.4	22
Requesting Reclassification	13.4.1	22
Classification for Newly Created Positions	13.5	22
Reclassification	13.6	23
Transition of Employees on Salary Schedule	14.1 and 14.2	23
Double Double Levy Failure	14.3	23
No Strike/No Lock Out Clause	15.1	23
Reduced Work Year	15.2	23
Scope of Agreement	16.1 and 16.2	24
Reopening Agreement	16.3	24
Substitutes	16.4	24
Term of Agreement	17.1	24
Schedule A		26
Job Titles		27
Letter of Agreement – Sub Rates		28

1 **A G R E E M E N T**

2
3 **By and Between**

4
5 Peninsula School District, hereinafter called the "District" and Public School Employees of
6 Peninsula-Clerical, hereinafter called the "Association."
7
8
9

10 **A R T I C L E I**

11 **RECOGNITION**

12
13
14 **Section 1.1.**

15 The District hereby recognizes the Association as the exclusive representative of all employees in the
16 bargaining unit described herein. Included in the bargaining unit are secretarial-clerical,
17 paraprofessional assistant and instructional assistant employees, excluding Executive Assistants,
18 Administrative Secretary for Personnel, and Administrative Secretary/Business/Finance, payroll
19 officer, accountant-bookkeeper and the data processing supervisor. Nothing contained herein shall be
20 construed so as to include in the bargaining unit individuals in secretarial-clerical or instructional
21 assistant positions with the District who are ineligible for representation.
22
23
24

25 **A R T I C L E II**

26 **RIGHTS OF THE DISTRICT**

27
28
29 **Section 2.1.**

30 The management of the District and the direction of the work force is vested exclusively with the
31 District subject to the terms of this Agreement. All matters not specifically and expressly covered by
32 the language of this Agreement shall be administered for its duration by the District in accordance with
33 such policies and procedures as it from time to time may determine.
34
35
36

37 **A R T I C L E III**

38 **RIGHTS OF EMPLOYEES**

39
40
41 **Section 3.1.**

42 It is agreed that the employees shall be protected in the exercise of the right, freely and without fear of
43 penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the
44 Association shall be recognized as extending participation in any lawful activity in behalf of the
45 Association.
46
47
48

1 **Section 3.2.**

2 Neither the District nor the Association shall unlawfully discriminate against any employee subject to
3 this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a
4 physical handicap with respect to a position, the duties of which may be performed efficiently by an
5 individual without danger to the health or safety of the physically handicapped person or others.
6

7 **Section 3.3.**

8 An employee shall have the right, upon reasonable notice, to inspect the contents of his/her personnel
9 file. Inspection shall be in the presence of a District representative. File materials may be reproduced
10 for the employee as promptly as is feasible, upon request. An Association representative may, at the
11 employee's request, be present during the review of said employee's file.
12

13 **Section 3.3.1.**

14 No materials derogatory of the employee's conduct, service, character or personality shall be
15 placed in the personnel file unless the employee has had the opportunity to read and respond to
16 them. The employee shall acknowledge having read such material by affixing his/her signature
17 to the copy to be filed. The employee shall have the right to his/her own version of the incident
18 or statement and have his/her statement attached to the original document(s).
19
20
21

22 **ARTICLE IV**

23 **RIGHTS OF THE ASSOCIATION**

24 **Section 4.1.**

25 The Association has the right and responsibility to represent the interests of all employees in the unit;
26 to present its views to the District on matters of concern, either orally or in writing; to consult or to be
27 consulted in accordance with Section 5.1 with respect to the formulation, development, and
28 implementation of industrial relations matters and practices relating to this bargaining unit which are
29 within the authority of the District; and to enter collective negotiations with the object of reaching an
30 agreement applicable to all employees within the unit.
31
32

33 **Section 4.2.**

34 The District, as part of the general orientation of each new employee within the unit subject to this
35 Agreement upon request, shall provide such employee with a copy of this Agreement to be furnished
36 to the District by the Association. The District shall provide the Association with the following
37 information upon request: name, address, position, work site location, hire date, hours of work, and
38 rate of pay.
39
40

41 **Section 4.3.**

42 The Association reserves and retains the right to delegate any right or duty contained herein to
43 appropriate officials of the Public School Employees of Washington State Organization.
44

45 **Section 4.4.**

46 The President of the Association and his/her designated representatives will be provided time off
47 without loss of pay to a maximum total of three (3) days per year to attend regional or state meetings
48 when the purpose of those meetings is in the best interests of the District as determined by the District

1 administration. In the event an employee is elected to the Public School Employees State Board, and
2 the District is so notified in writing prior to the commencement of the school year, such individual
3 shall have up to four (4) days total during the school year. The Association shall reimburse the District
4 for the cost of required substitutes.

5
6 **Section 4.5.**

7 Upon request and at a time mutually agreed upon by the parties, the District shall provide the Public
8 School Employees of Washington with information regarding each employee in the bargaining unit.

9
10 **Section 4.6. Bulletin Boards.**

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

17
18 **Section 4.6.1.**

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

21
22 **Section 4.7.**

23 The Association and its representatives shall have the right to use employee mail boxes and/or the
24 District courier service to communicate to its members. This shall include freedom from any
25 censorship or screening by the District prior to distribution. The Association shall have the right to use
26 District buildings for meetings and to transact official business on District property at all reasonable
27 times, provided that such activities do not interfere with nor interrupt normal District operations or
28 other scheduled building activities as determined by checking with the appropriate administrator and
29 completing facility use forms. The Association shall hold the District harmless from all liability,
30 damages of any kind, and costs of attorney fees in defending the legality of this section.

31
32 **Section 4.8.**

33 The Association shall be notified by the District of any grievances or disciplinary actions of any
34 employee in the unit. The Association is entitled to have representatives at hearings conducted by any
35 District official or body arising out of grievance and to make known the Association's views
36 concerning the case.

37
38 **Section 4.9.**

39 The District will provide the Association reasonable access to new employees of the bargaining unit
40 for the purposes of presenting information about their exclusive bargaining representative to the new
41 employee. The presentation may occur during a new employee orientation provided by the District, or
42 at another time mutually agreed to by the District and the Association. No employee may be mandated
43 to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of
44 this section means: (a) the access to the new employee occurs within ninety (90) days of the
45 employee's start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes;
46 and (c) The access occurs during the new employee's regular work hours at the employee's regular
47 worksite, or at a location mutually agreed to by the District and Association. Bargaining unit

1 employees asked to provide the orientation by the Association must do so outside of their normal work
2 hours.

3
4
5 **ARTICLE V**

6
7 **ASSOCIATION REPRESENTATION**

8
9 **Section 5.1.**

10 The Association will designate a negotiations team who will meet with the Superintendent of the
11 District and/or his/her designated representatives on a mutually agreeable regular basis to discuss
12 appropriate matters. The District will allow sufficient time during working hours for Association
13 representation to prepare an agenda for meetings scheduled with the Superintendent and will provide
14 suitable space to conduct such meetings. The negotiations team shall use a joint interest-based
15 problem-solving process and obtain training as needed. The negotiations team shall also annually
16 review and develop a professional development plan for bargaining unit members.

17
18
19
20 **ARTICLE VI**

21
22 **RIGHTS OF WORK AND OVERTIME**

23
24 **Section 6.1. Assignment of Shifts.**

25 Each employee shall be assigned to a definite shift and work week with designated times of beginning
26 and ending which shall not be changed without prior notice to the employee of one (1) calendar week;
27 provided, however, this notice may be waived by the employee. Changes in schedule must be
28 approved by an employee's principal and/or program administrator. The normal work week shall
29 consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of
30 rest, Saturday and Sunday.

31
32 **Section 6.2. Minimum Position Length.**

33 The District agrees that there will not be any positions less than three (3) hours except when the
34 District has additional time of less than three (3) hours that has been offered to each available
35 bargaining unit employee within the building and rejected. Positions which due to program need, have
36 been offered at less than three hours, upon vacation of that position, may be reposted and filled at less
37 than three hours.

38
39 The District will not reduce an employee's total hours worked to less than three hours a day unless
40 dictated by the educational needs of the program or unless the position is being eliminated in its
41 entirety. If the District reduces, but not eliminates a position, an employee's total hours to less than
42 three hours per day, the Association president shall be notified.

43
44 **Section 6.3. Notice of Assignment.**

45 All less than 260 day employees will be provided written notice of the following school year's
46 tentative assignment (position/hours/location) at least five (5) school days prior to the end of the
47 current student school year.

1 **Section 6.4. Rest Breaks.**

2 Any shift of three (3) paid hours or more shall receive one (1) paid fifteen (15) minute rest break. Any
3 shift of six (6) paid hours or more shall receive two (2) paid fifteen (15) minute rest breaks.
4

5 **Section 6.5. Shift Premium.**

6 The first shift is defined as any work shift between the hours of 6:00 a.m. and 6:00 p.m. All hours
7 worked after 6:00 p.m. shall receive twenty-five cents (\$0.25) per hour shift differential.
8

9 **Section 6.6. Lunch Breaks.**

10 Each shift of at least five (5) hours shall include a thirty (30) minute uninterrupted unpaid lunch period.
11 Employees required to work through their regular lunch periods will be given time to eat at a time
12 agreed upon by the employee and his/her supervisor. In the event the District requires an employee to
13 forego his/her lunch period and the employee works his/her entire shift, including the lunch period,
14 he/she shall be compensated for the foregone lunch period at overtime rates.
15

16 **Section 6.7.**

17 In the event of unusual school closure due to inclement weather, plant in-operation, or the like, the
18 District will make every effort to notify each employee to refrain from coming to work through
19 established District emergency announcements. Employees reporting to work shall receive a minimum
20 of two (2) hours pay at base rate in the event of such a closure; provided, however, no employee shall
21 be entitled to any such compensation in the event established District announcements have been made.
22

23 Employees whose work shift is operating during snow or emergency closures, who prefer to stay
24 home, can use vacation days, compensatory time or be allowed to make up the hours lost.
25

26 **Section 6.8.**

27 After four (4) consecutive working days (or earlier at the request of the principal or supervisor),
28 employees assigned to work a shift regularly filled by a higher classification employee shall receive
29 compensation equal to that normally received by the employee in the higher classification.
30

31 **Section 6.9. Overtime.**

32 In the assignment of overtime, the District agrees to provide the employee with as much advance
33 notice as practicable in the circumstances. Normally, an employee designated to work overtime on
34 days outside his/her work week will be advised of the possibility no later than twenty-four (24) hours
35 prior to the end of his/her last shift before the overtime commences. Employees must receive approval
36 from their administrator to work overtime prior to working the additional hours.
37

38 **Section 6.10.**

39 All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and
40 one-half (1½) times the employee's base pay.
41

42 **Section 6.10.1. Compensatory Time.**

43 Comp time will be defined as time worked beyond an employee's regular work schedule and
44 which is allowed to be taken as time off at another time.
45

46 Employees who receive approval or are requested to work beyond their regular work schedule
47 per week may request compensatory time in lieu of additional pay. If compensatory time is
48 requested and approved, the following conditions will apply:

- A. All hours worked beyond the regular work schedule must receive prior approval from the appropriate supervisor.
- B. If the employee and supervisor mutually agree that compensatory time will be taken in lieu of additional pay, the date(s) such compensatory time will be used must also be mutually scheduled before the additional time is worked.
- C. The agreement to work additional time in exchange for compensatory time and the date on which the compensatory time will be taken will be documented on a District-provided form.
- D. Overtime taken as compensatory time must be taken within the work year the overtime /compensatory time was earned. An employee may not accumulate more than a bank of twenty (20) hours of total compensatory time in lieu of overtime. If the compensatory time cannot be or is not taken within the work year, the employee must be paid at the appropriate rate at the end of the work year. Overtime is defined as those hours worked beyond forty (40) hours in a one week period.
- E. Time accrued under forty (40) hours per week will be compensated on an hour basis (straight time). Time earned beyond forty (40) hours per week will be taken at one and one-half (1½) hours of compensatory time for each hour worked.

Section 6.11.

All hours worked on the sixth (6th) day shall be compensated at the rate of one and one-half (1½) times the employee's base pay. This shall not include hours spent in in-service training as per Section 9.3.5. Such hours shall be compensated at regular time in accordance with Section 9.3.5., unless employee exceeds a forty-hour workweek. All hours worked on the seventh (7th) day shall be compensated at the rate of two (2) times the employee's base pay.

Section 6.12.

Employees called back on a regular work day or called on the sixth (6th) or seventh (7th) consecutive work day shall receive no less than two (2) hours pay at the appropriate rate.

Section 6.13.

Employees selected for or appointed to school or District committees shall be paid their regular hourly wage. If total work hours exceed forty (40) hours during one (1) week, the overtime rate shall apply.

ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Holidays.

All twelve (12) month employees shall receive the following paid holidays:

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

1 6. Labor Day

12. Day before or after New Year's Day

2
3 Less than twelve (12) month employees shall receive the following paid holidays:

- 4
5 1. Martin Luther King, Jr. Day 7. Thanksgiving Day
6 2. Presidents' Day 8. Day after Thanksgiving Day
7 3. Memorial Day 9. Christmas Day
8 4. Independence Day (for employees with 210 or more work days)
9 5. Labor Day
10 6. Veteran's Day

11
12 **Section 7.2.**

13 Any holiday proclaimed by the federal or state government, including any of the present holidays that
14 may be granted on the Monday following the holiday, and proclaimed to be a school holiday by the
15 Superintendent of Public Instruction, shall be considered a paid holiday.

16
17 **Section 7.3. Unworked Holidays.**

18 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the
19 time the holiday occurs. An employee who is on the active payroll on the holiday and has worked
20 either his/her last scheduled shift preceding the holiday or his/her first scheduled shift succeeding the
21 holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An
22 exception to this requirement will occur if the employee can furnish proof satisfactory to the District
23 that because of illness he/she was unable to work on either of such shifts, and his/her absence previous
24 to such holiday by reason of such illness has not been longer than thirty (30) regular work days.

25
26 **Section 7.4. Worked Holidays.**

27 Twelve (12) month employees who are required to work on the above described holidays shall receive
28 the pay due them for the holiday, plus their base rate for all hours worked on such holidays, unless the
29 employee starts to work at 6:00 p.m. or thereafter on that date. Other employees shall be compensated
30 at time and one-half for hours actually worked on the above described holidays.

31
32 **Section 7.5. Holidays During Vacation.**

33 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one
34 (1) extra day of vacation with pay in lieu of the holiday as such. If one of the above holidays falls on a
35 weekend, the employee shall be given one (1) day's pay at his/her base rate.

36
37 **Section 7.6.**

38 The vacation credit to which twelve (12) month employees shall be entitled shall be computed in
39 accordance with Section 14.1., and the following: An employee with one (1) year of service shall earn
40 twelve (12) days paid vacation credit. An employee shall earn one (1) additional day per year after the
41 first year up to a maximum of twenty (20) days. For every regular work day from which an employee
42 is absent on vacation, sick leave, bereavement leave or personal leave, the hours of the employee's
43 normal work shift shall be credited as if worked.

44
45 **Section 7.7.**

46 Eligibility for use of vacation credit shall be determined as follows: A twelve (12) month employee
47 becomes eligible to use his/her vacation credit after six months of working in the twelve-month
48 position. Time on layoff and time on authorized leave of absence will not be counted as continuous

1 service for the purpose of establishing and retaining anniversary dates. Any vacation days currently
2 due, but unused by the employee's anniversary date each year, may be carried over for one year
3 following the anniversary date. No vacation may be carried over for more than one (1) year beyond
4 the date on which it became due; provided, however, no employee shall be denied accrued vacation
5 benefits due to District employment needs.

6
7 **Section 7.8.**

8 For the purpose of determining eligibility for paid holidays and vacations pursuant to this Article,
9 twelve (12) month employees shall be defined as those persons who actually work or are on the job a
10 minimum of two hundred twenty (220) days per year.

11
12
13 **ARTICLE VIII**

14
15 **LEAVES**

16
17 **Section 8.1. Sick Leave.**

18 Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided,
19 however, that no employee shall accumulate more than one hundred eighty (180) days total or less than
20 eleven (11) days of sick leave per school year, or at least that portion of eleven (11) days which
21 represents the relationship between days worked and the amount of days normally worked in a full
22 school year.

23
24 Sick leave shall be vested when earned and may be accumulated from year to year. The District shall
25 project the number of annual days of sick leave at the beginning of the school year. Sick leave benefits
26 shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift at
27 the time sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a
28 daily basis.

29
30 Sick leave with pay will be allowed when an employee is unable to perform his/her duties because of:

- 31
32 A. Personal illness, injury or pregnancy;
- 33
34 B. Appointments with medical or dental doctors or other legally recognized practitioners to
35 prevent illness or preserve health of the employee which cannot be scheduled outside work
36 hours; or
- 37
38 C. Health conditions of family members as required by RCW 49.12.270 as currently or hereafter
39 amended (e.g. child, spouse, parent, parent-in-law or grandparent) or the serious health
40 condition of a grandchild.

41
42 As part of the sick leave provisions, each employee shall be granted three (3) personal leave days per
43 year. These days may be taken at the employee's discretion and reasons need not be given. Personal
44 leave days are not accumulated. Personal leave days shall not be used on days immediately preceding
45 or following holidays or vacation periods, nor to extend other leaves, except for religious holidays or
46 extraordinary family related events (e.g., weddings or graduations) where scheduling the event is
47 outside the control of the employee and with approval from Human Resources. These days will be
48 charged to sick leave.

1 The District shall provide each employee with a monthly report of his/her accumulated leave and all
2 transactions concerning his/her leave days within that period of time.

3
4 Upon return to employment with the District, any former employee shall be credited with the balance
5 of unused leave accumulated at the time of termination of his/her employment with the District.

6
7 An employee who has exhausted his/her accumulated sick leave and who is unable to perform the
8 duties because of personal illness, maternity or other disability shall, upon request, be granted
9 additional leave without pay. Application for sick leave without pay and for renewal of sick leave
10 without pay shall be made in writing to the Superintendent, accompanied by a doctor's verification and
11 estimated time of recovery. The District reserves the right to require reasonable proof of illness.
12 The returning employee may return to the same position provided the return from paid or
13 uncompensated sick leave is within one (1) scheduled work year. Absences beyond one (1) scheduled
14 work year will be according to the provisions of Section 8.5, Leave of Absence.

15
16 After an absence of four (4) consecutive days, an employee may be asked to provide verification from
17 a health care professional.

18
19 **Section 8.1.1. Sick Leave Buy Back.**

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

27
28 At the time of separation from school district employment due to retirement* or death, an
29 eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1)
30 day's current monetary compensation to the employee for each four (4) full days accrued sick
31 leave for illness or injury.

32
33 *For the purposes of this provision, retirement shall be defined as when an employee is eligible
34 to receive benefits under the Public Employment Retirement system.

35
36 **Section 8.1.2.**

37 Employees shall be entitled to utilize family leave consistent with State and Federal regulations
38 and Board Policy 5310.

39
40 **Section 8.2. Bereavement Leave.**

- 41
42 A. Up to five (5) days paid leave for the death of a spouse, mother, father, son, daughter, step-son,
43 step-daughter, mother-in-law, father-in-law, sister, brother, grandparents, grandchild or a
44 member of the employee's household shall be granted.
- 45
46 B. Up to one (1) day maximum paid leave for funerals of other relatives or close friends shall be
47 granted.
- 48

1 C. Such leave shall not be accumulated.

2
3 D. Additional leave may be granted if requested and approved in advance by the superintendent's
4 designee. Such leaves may be with or without pay, as finally approved and pursuant to sick
5 leave provisions.

6
7 **Section 8.3. Judicial Leave.**

8 In the event the employee subject to the Agreement is summoned to serve as a juror, or appear as a
9 witness in court, or is named as codefendant with the School District, he/she shall receive his/her
10 normal day's pay for each day he/she is required in court. In the event that the employee is a party
11 (plaintiff or defendant) in court action, he/she may request a leave of absence which may be granted
12 without pay.

13
14 **Section 8.4. Professional Conferences and Meetings.**

15 All substitutes, travel and per diem expenses will be paid by the District in instances where the
16 employee is requested by the District to represent the District at professional conferences, meetings,
17 symposiums and seminars. Employees who voluntarily attend such meetings and conferences may be
18 partially reimbursed for attendance at such activities subject to the approval of the Superintendent.

19
20 **Section 8.5. Leave of Absence.**

21 Upon recommendation of the immediate supervisor through administrative channels to the
22 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of
23 absence for a period not to exceed one (1) year. Request for such leave is to be made in writing. A
24 leave of absence is to be requested and granted only for a specific period of time and, when granted,
25 will be without compensation.

26
27 The returning employee will not necessarily be assigned to the identical position occupied before the
28 leave of absence. However, provided a vacancy exists for which the employee is qualified, the
29 employee shall be reinstated to a position equivalent in duties and salary to that held at the time the
30 request for leave of absence was approved.

31
32 Upon returning from leave of absence, the employee's seniority shall be adjusted by removing the
33 leave of absence time from total service time unless the leave was due to personal disability, or lasted
34 less than ten (10) working days.

35
36 **Section 8.6.**

37 The employee will retain accrued sick leave and vested vacation rights while on leave of absence
38 without pay. However, vacation credits and sick leave shall not continue to accrue while the employee
39 is on leave of absence without pay.

40
41 **Section 8.7. Leave Share Provisions.**

42
43 A. Employees are granted the right to donate sick leave/annual leave to come to the aid of another
44 employee who has been called to active military service or exhausted his/her sick leave
45 provisions and who is suffering from an extraordinary or severe illness, injury, impairment or
46 physical or mental condition which is life threatening and which has caused or is likely to cause
47 the employee to take leave without pay or terminate his or her employment.

- 1 B. Employees requesting the use of donated sick leave/annual leave must complete the appropriate
2 form identifying the number of sick leave days needed. A doctor's verification must be
3 provided.
4
- 5 C. The leave recipient shall be paid his or her regular rate of pay; therefore, one (1) hour of shared
6 leave may cover more or less than one (1) hour of the donor to the recipient.
7
- 8 D. Sick leave donors must have an accumulated sick leave balance of more than 176 hours and the
9 transfer of sick leave donation will not cause the accumulated leave to go below 176 hours. A
10 minimum balance of ten (10) annual leave days must be maintained.
11
- 12 E. While an employee is on donated leave, he/she shall be classified as an employee and receive
13 the same treatment in respect to salary, wages, and employee benefits as the employee would
14 normally receive if using accrued annual leave or sick leave.
15
- 16 F. The District procedures for transfer and accountability of the sick leave/annual leave donations
17 will be followed. The provisions in this section and in the procedures will follow the
18 regulations established in WAC 392-126.
19
20
21

22 ARTICLE IX

23 WORKING CONDITIONS

24 **Section 9.1. Safe Working Conditions.**

25 Employees are encouraged to report safety and health concerns to their immediate supervisor
26 promptly, whether the concern relates to people or facilities. If the employee does not feel supported
27 at this level, the concern should be raised with the building safety committee, the District safety
28 committee, or the negotiations team identified in Section 5.1.
29
30
31

- 32 A. The parties acknowledge that it is the obligation of the public schools to educate all students,
33 including students who may be dangerous or violent. Nevertheless, it is reasonable for
34 employees to expect appropriate support for dealing with such students, which may include
35 (depending on the nature of the employee's position and the threat) specialized training,
36 information sharing, protective equipment or student consequences consistent with the
37 student's educational program and legal rights. Employees will be notified of the emergency
38 response procedures for the building(s) in which they work.
39
- 40 B. The District will establish and enforce policies and procedures which enable employees to
41 administer medications and medical plans in a safe working environment.
42
- 43 C. The District shall acknowledge work orders in writing and endeavor to correct problems
44 brought to its attention as soon as practicable under the circumstances.
45

46 **Section 9.2. Evaluation.**

47 Each employee shall be evaluated annually. Such evaluation shall be in writing and discussed with the
48 employee prior to its filing in the employee's personnel file. Strengths of employee performance will

1 be stated in specific terms. Deficiencies recorded by the evaluator in the work performance of an
2 employee shall be stated in specific terms and the evaluator shall provide the employee with specific,
3 reasonable, written recommendations for improvement. The employee will sign the evaluation report,
4 but the employee's signature does not, however, necessarily imply that the employee agrees with the
5 contents of the evaluation report. The employee shall be allowed to make written comments of the
6 evaluation report. The employee may request or provide information to be placed in his/her personnel
7 file regarding additional job duties, responsibilities and office equipment used.

8
9 Further, if the employee feels that the evaluation is biased or not a true representation of the facts, the
10 employee may request a review by the personnel director.

11 **Section 9.3. Professional Training and In-Service.**

12 **Section 9.3.1.**

13
14 The parties recognize that professional training for clerical unit employees is desirable. Each
15 clerical unit employee will be eligible for an allocation of training funds for approved
16 professional training in the amount of \$400.00, up to a total unit allocation of \$12,000.
17 Professional training shall include, but not be limited to, in-service, workshops, community
18 college and college classes. With prior approval from the employee's supervisor, funds will be
19 allocated for reimbursement of tuition/course fees, mileage expenses and course materials.
20 Employees are encouraged to work with their supervisor to identify courses related to the
21 employee's current position or opportunities for future career growth. Other program budgets
22 will still continue to be used for required training, per subsection 9.3.3. below.
23
24

25 **Section 9.3.2.**

26 Any unused funds each year shall be used by the District for District-directed staff development
27 for members of the clerical unit.
28

29 **Section 9.3.3.**

30 District required in-service training shall entitle the employee to receive the employee's hourly
31 rate of pay for each hour of such in-service attended beyond the employee's normal work day.
32

33 **Section 9.3.4.**

34 Employees who have requested to attend training courses, seminars, or conferences and who
35 have received prior District approval shall suffer no loss of regular salary if the course requires
36 them to attend on their regular District employment time.
37

38 **Section 9.3.5.**

39 The District agrees to compensate employees at their regular hourly rate of pay for all District
40 required and directed staff development opportunities which take place outside of the regular
41 work day. To receive compensation, the employee must have prior approval from their
42 supervisor. In the event such development opportunities cause an employee to exceed forty
43 (40) hours per week, overtime shall be paid.
44

45 **Section 9.3.6.**

46 For the 2019-20 and 2020-21 school years, each employee in the positions designated below
47 shall be offered two (2) optional professional development days each year. The District shall
48 provide at least three (3) days per year on which the optional days may be worked. Optional

1 days shall be worked in full-day increments. On these days, employees shall attend in-service
2 opportunities offered by the District for classified or certificated employees. Each day shall be
3 paid at \$80/day for 6.5 hours of compensated time. Optional days that are unused shall not be
4 available in future years. Instructional support and paraeducator positions are eligible for the
5 optional professional development. Should the legislature fund the fundamental course of
6 study for paraeducators, the District and the Association have agreed to address the
7 applicability of this section.

8
9 **Section 9.3.7.**

10 Sections 9.3.1, 9.3.2, 9.3.3, and 9.3.6 are contingent upon the successful passage of the special
11 levies and two levy collections in the same budget year.

12
13 **Section 9.3.8. Paraeducator Competencies**

14 Each employee in a position which requires verification of special education core competencies
15 and who meets the state's paraeducator core competencies shall be entitled to a stipend in the
16 amount of \$250. Employees who demonstrate competency by June 30 shall be paid the stipend
17 in the July paycheck. Competency will be verified by the employee's administrative supervisor
18 and may be demonstrated by completion of classes which relate to the competencies (as pre-
19 approved by the employee's administrative supervisor), by interview, or by direct observation.
20 After initial verification, the \$250 stipend may be earned by completion of 8 hours of
21 professional training related to the core competencies (as pre-approved by the employee's
22 administrative supervisor) during the previous twelve months. An employee may earn only one
23 core competencies stipend per school year.

24
25 Persons already employed by the District and assigned to positions which must meet the
26 minimum educational/competency requirements shall be reimbursed the fee for taking the
27 state-designated competency assessment for the employee's first administration of the
28 assessment. Should the legislature fund the fundamental course of study for paraeducators, the
29 District and the Association have agreed to address the applicability of this section.

30
31 **Section 9.4. Seniority.**

- 32
33 A. **Definition.** Seniority is defined as the employee's length of continuous service with the District
34 computed from the time such employee began bargaining unit work. Employees on leave due
35 to industrial injury shall not be negatively affected by this section.
- 36
37 B. **Termination of Seniority.** An employee's seniority shall be lost for any of the following
38 reasons:
- 39 1. Discharge for cause;
 - 40 2. Resignation;
 - 41 3. Voluntary layoff (in excess of one year);
 - 42 4. Involuntary layoff (in excess of two years).

43
44 **Section 9.5. Probationary Period.**

45 An employee is probationary for the first sixty (60) work days within the bargaining unit. At the end
46 of forty-five (45) work days, the District shall complete and discuss with the employee a written
47 evaluation report. The employee will sign the evaluation report, but the employee's signature does not,
48 however, necessarily imply that the employee agrees with the contents of the evaluation report. The

1 employee shall be allowed to make written comments concerning the evaluation report. Deficiencies
2 recorded by the evaluator in the work performance of an employee shall be stated in specific terms and
3 the evaluator shall provide the employee with specific, reasonable written recommendations for
4 improvement. An agreement to extend the probationary period beyond sixty working days shall be
5 agreed to in writing by Association.

6
7 Further, probationary employees shall have no seniority rights and may be discharged with or without
8 cause at the discretion of the District. Probationary employees shall receive no preferential treatment
9 over non-probationary employees.

10
11 **Section 9.5.1. Trial Service Period.**

12 Employees filling openings shall serve another probationary period of sixty (60) work days;
13 provided, however, that in the event the District determines not to retain the employee in the
14 position, such employee shall have the right to return to the former position or one of a
15 substantially similar nature. The trial service period evaluation document used for this purpose
16 shall be maintained in the supervisor's working file and not the employee's personnel file. This
17 trial service period document shall be removed at the end of the school year or the end of the
18 employee's trial service period, whichever is later.

19
20 **Section 9.6. Job Openings and Vacancies.**

21 All openings shall be posted on the District's website for five (5) workdays. The District will endeavor
22 to post and fill all open positions within forty-five (45) calendar days of when the District determines
23 that the position is open. The Association will be provided information regarding any open position
24 that has not been filled within forty-five (45) calendar days of the initial determination that the position
25 is open.

26
27 Employees who desire consideration for the posted opening shall apply through the District's online
28 applications system within the posting period. Employees bidding for openings shall be notified in
29 writing as to their acceptance or rejection. An employee shall be given the reason for rejection upon
30 the employee's request.

31
32 **Section 9.7. Promotions.**

33 The District and Association have a joint commitment to hiring and promoting the best qualified
34 employees. The employee with the earliest hire date shall have preferential rights regarding
35 promotions and assignment to new or open jobs or positions unless a junior employee demonstrates
36 substantially greater abilities and performance. A battery of District-designed basic skills tests may be
37 used to assess whether the applicant meets the skill(s) requirement based on the essential elements of
38 the job description posted.

39
40 The District's determination of abilities and performance will be based on the following factors from a
41 fair and objective hiring process and weighted accordingly:

42

43 Interview and Team Overall Impression	45%
44 Test Scores	30%
45 Reference Checks	15%
46 Performance Evaluations	10%

47
48

1 If the District determines that seniority rights should not govern because the junior employee possesses
2 substantially greater ability and performance as demonstrated by a total score of at least 15% greater
3 than a senior employee or employees, the District will inform the employee(s) verbally of this
4 decision.

5
6 Within seven (7) school business days of a request, the District shall set forth to the employee or
7 employees and the organization's grievance chairperson its reasons why the senior employee or
8 employees was not selected. Prior to filing a grievance, the bypassed employee(s) shall request a
9 meeting with the Human Resources administrator to discuss the reasons for the non-selection. The
10 Association and/or employee shall set out in writing the reasons why the District's decision doesn't
11 meet the standard for bypass set forth above prior to filing a grievance. The date of this meeting shall
12 serve as the date of occurrence for Step One (Section 12.2.1.) of the grievance process.

13
14 **Section 9.8. Reduction, Layoff and Recall.**

- 15 1. Step 1: If the District determines that it needs to reduce the programs or positions of a
16 regular employee (Section 9.14.A.) more than one (1) hour per day, the District shall reduce
17 or eliminate the hours of the least senior employee(s) in the affected job title and level in
18 the building (as listed in Schedule A). However, for the purposes of this section only,
19 paraeducators shall be treated as a group, by level and within the building, unless a special
20 certification or education is required.

21
22 If an employee loses his or her entire position, the following procedures will apply. These
23 procedures do not apply to circumstances when an employee has his or her hours reduced,
24 but not eliminated.

- 25
26 2. Step 2: An employee whose hours were eliminated in step one may choose to displace a
27 less senior employee who is the least senior employee with the same or within 180 fewer
28 annualized hours as the displaced employee, in any job title with an equal or lower pay rate
29 for which the displaced employee meets the minimum qualifications. In addition, the
30 employee whose hours were eliminated in Step One may also choose to displace one of the
31 two more junior employees (to the employee selected for bumping), if any, with the same
32 or within 180 fewer annualized hours as the displaced employee, in any job title with an
33 equal or lower pay rate for which the displaced employee meets the minimum
34 qualifications. (Functionally, the District and Association will start by excluding from the
35 seniority list all employees in job titles with higher pay rates, more annualized hours or
36 minimum qualifications that the displaced employee does not meet. Then, start from the
37 bottom of the seniority list and work up to the first employee within 180 annualized hours.
38 Then, looking back down the list of positions, the employee will also be offered the
39 positions of the next two more junior employees, if any, with the next closest annualized
40 hours in positions meeting the above criteria.)
- 41
42 3. Step 2a: If no less senior employee has the same, or within 180 fewer annualized hours, the
43 displaced employee may displace the least senior employee with the closest fewer number
44 of annualized hours as the displaced employee in any job title with an equal or lower pay
45 rate for which the displaced employee meets the minimum qualifications. In addition, the
46 employee whose hours were eliminated in Step One may also choose to displace one of the
47 two more junior employees (to the employee selected for bumping), if any, with the same
48 or within 180 fewer annualized hours as the displaced employee, in any job title with an

1 equal or lower pay rate for which the displaced employee meets the minimum
2 qualifications. (Functionally, the District and Association will start by excluding from the
3 seniority list all employees in job titles with higher pay rates, more annualized hours or
4 minimum qualifications that the displaced employee does not meet. Then, start from the
5 bottom of the seniority list and find the employee with the closest number of annualized
6 hours. Then, looking back down the list of positions, the employee will also be offered the
7 positions of the next two more junior employees, if any, with the next closest annualized
8 hours in positions meeting the above criteria.)
9

- 10 4. Step 3: An employee who is displaced by a more senior employee in accordance with the
11 procedures above may choose to displace a less senior employee who is the least senior
12 employee with the same or within 180 fewer annualized hours as the displaced employee,
13 in any job title with an equal or lower pay rate for which the displaced employee meets the
14 minimum qualifications. In addition, the employee whose hours were eliminated in Step
15 One may also choose to displace one of the two more junior employees (to the employee
16 selected for bumping), if any, with the same or within 180 fewer annualized hours as the
17 displaced employee, in any job title with an equal or lower pay rate for which the displaced
18 employee meets the minimum qualifications. (Functionally, the District and Association
19 will start by excluding from the seniority list all employees in job titles with higher pay
20 rates, more annualized hours or minimum qualifications that the displaced employee does
21 not meet. Then, start from the bottom of the seniority list and work up to the first employee
22 within 180 annualized hours. Then, looking back down the list of positions, the employee
23 will also be offered the positions of the next two more junior employees, if any, with the
24 next closest annualized hours in positions meeting the above criteria.)
25
- 26 5. Step 3a: If no less senior employee has the same, or within 180 fewer annualized hours, the
27 displaced employee may displace the least senior employee with the closest fewer number
28 of annualized hours as the displaced employee. In addition, the employee whose hours
29 were eliminated in Step One may also choose to displace one of the two more junior
30 employees (to the employee selected for bumping), if any, with the same or within 180
31 fewer annualized hours as the displaced employee, in any job title with an equal or lower
32 pay rate for which the displaced employee meets the minimum qualifications.
33 (Functionally, the District and Association will start by excluding from the seniority list all
34 employees in job titles with higher pay rates, more annualized hours or minimum
35 qualifications that the displaced employee does not meet. Then, start from the bottom of
36 the seniority list and find the employee with the closest number of annualized hours. Then,
37 looking back down the list of positions, the employee will also be offered the positions of
38 the next two more junior employees, if any, with the next closest annualized hours in
39 positions meeting the above criteria.)
40
- 41 6. Step 4: Step 3 will be repeated until there is no employee left to displace. For Steps 2, 2a
42 and 3, upon notification of the options available for placement, the displaced employee will
43 have twenty-four hours to opt to displace another employee or select voluntary layoff.
44 Human Resources will attempt to contact displaced employees for three business days and
45 if unable to make contact will move to the next employee on the list. Employees shall
46 provide the Human Resources office with updated contact information for this purpose.
47
48

- 1 7. If a displaced employee chooses not to exercise their right to displace another employee
2 under steps 2 through 4 (voluntary layoff), or if there is no employee left to displace, the
3 employee shall be laid off (involuntary layoff). If more than one employee is subject to
4 layoff at one time, these procedures shall be applied in order of seniority (most senior
5 employee is placed first).
6
- 7 8. Displaced employees choosing to bump into a different position shall serve another
8 probationary period of sixty (60) work days; provided, however, that in the event the
9 District determines not to retain the employee in the position, such employee shall have the
10 right to be placed on involuntary layoff.
11
- 12 9. While an employee is in involuntary layoff status, he or she will continue to accrue
13 seniority for a period not to exceed two years.
14

15 **Section 9.9. Retention of Seniority.**

16 An employee transferred out of the bargaining unit shall retain, but not accumulate, seniority, and may
17 return to the bargaining unit upon request.
18

19 **Section 9.10. Seniority Lists**

20 A copy of the seniority list prepared by the District once a year shall be mailed to the Association.
21

22 **Section 9.11 Lateral Transfers.**

23 Lateral transfers shall be by mutual agreement between the District and the employee. Such transfers
24 shall be restricted to the same group and job title. Section F does not relate to a promotion situation,
25 which is covered in Section 9.7 or a reassignment in a layoff situation under Section 9.8.
26

27 **Section 9.12. Program Moves.**

28 If the District makes the determination to move a program from one location to another or to divide an
29 existing special services program into multiple sites, the desire of the parties is for staff to remain with
30 that program. Staff assigned to the program will be allowed to choose whether to move to the new
31 program location(s) in order of seniority, so long as the assignment meets the educational needs of the
32 program. *A student or IEP does not constitute a program.
33

34 **Section 9.13.**

35 Seniority shall prevail with respect to shift preference, special projects, overtime and vacation time
36 preference.
37

38 **Section 9.14.**

39 Employees on involuntary layoff hired as a substitute during the period of layoff will be paid their
40 permanent pay rate as defined in Section 9.14.A. Should an employee turn down an offer of regular
41 employment and go on voluntary layoff, he or she will be paid the substitute pay rate pursuant to
42 Section 16.4 of the Agreement. Employees awarded a position receive permanent pay from the first
43 day they are awarded the position.
44
45
46
47
48

1 **Section 9.15. There are four categories of employment:**

2 A. Permanent Employment.

- 3
- 4 1. Regular full-time: an employee who is employed for forty (40) hours per week for the full
 - 5 twelve (12) month calendar year (2,080), from year to year.
 - 6
 - 7 2. Regular part-time: an employee who is employed for less than forty (40) hours per week or
 - 8 2,080 hours per year, from year to year.
 - 9

10 Permanent positions will be reposted after the original incumbent's rights have been terminated and the
11 District authorizes the continuance of the permanent position.

12

13 B. Substitute Employment. Individuals employed on a day to day basis to (1) replace another
14 employee who is on authorized leave or (2) fill vacant positions while a permanent replacement is
15 being sought (per Section 9.6.) up to the end of the school year or the position is filled whichever
16 occurs first.

17

18 C. Leave Replacement Employment. When the needs are best served and at the request of the District
19 and agreement by the employee; employees may be reassigned from their current position to fill
20 positions, with greater hour or rate of pay, within the same program due to an approved leave of
21 absence. Seniority, along with other factors, will be considered in determining which employee is
22 offered reassignment. Such employment will retain all contractual rights and shall have the right to
23 return to his/her former position at the end of the assignment.

24

25 D. Short-term Employment. A short term employee is an employee who is assigned to a position that
26 in good faith, is projected to exist for a period not to exceed sixty (60) work days and cannot be
27 accommodated within the schedules of employees at a particular worksite. The Association
28 President shall be informed of such assignment and its purpose. The Association and the District
29 may mutually agree to extend the assignment beyond sixty (60) work days when there are
30 extenuating circumstances. Short-term employees shall have rights under Article XIV and XV
31 only of the bargaining unit. Short-term employees will establish a seniority date for the purpose of
32 new or open positions (but not layoff or reduction in hours) until December 31st of the next school
33 year.

34

35 **Section 9.16. Disciplinary Procedures and Termination of Employment.**

36 A. The District agrees that discharges shall be only for just cause.

37

38 B. Non-probationary employees who are laid off shall receive one (1) week written notice or pay in
39 lieu thereof. Employees discharged will be given one (1) week written notice or pay in lieu
40 thereof except in extraordinary circumstances which warrant no notice or pay-in-lieu.

41

42 C. Vacation time accrued but not taken by twelve (12) month employees shall be paid upon
43 termination; provided, however, employees who voluntarily terminate and fail to give the District
44 at least two (2) weeks written notice shall forfeit any accrued vacation due.

45

46 D. The specific grounds forming the basis for disciplinary action will be made available to the
47 employee in writing upon request.

1 E. The District agrees to follow a policy of progressive discipline when appropriate which may
2 include verbal warning, reprimand, suspension without pay; non-renewal or discharge would be
3 the last resort.

4
5 F. An employee shall have the right to have one individual of their choice present when being
6 formally reprimanded or disciplined. Formal disciplinary action shall be for just cause.
7
8
9

10 ARTICLE X

11 INSURANCE AND RETIREMENT

12 **Section 10.1.**

13
14 The District shall contribute monthly the state apportioned amount for medical benefits, less the health
15 care authority deduction, toward the monthly premium cost of mutually-agreed employee insurance
16 plans. The District shall give employees notice of the state apportioned amount in a manner mutually
17 agreeable to the District and the Association. To gain maximum utilization of this contribution, the
18 District agrees that it will contribute the remaining state-funded dollars to a mutually agreed insurance
19 pool to be distributed among employees, on a prorated basis, (see Section 10.3), to those who do not
20 generate sufficient monies to cover the full cost of medical coverage. Pooling will follow state
21 insurance benefit regulations and laws.
22
23

24 **Section 10.2.**

25 The dollar amount available to each employee first shall be directed to the cost of the agreed
26 mandatory insurance plans (such as life, dental, vision, LTD insurance plans), with the remaining
27 monies available for application to one of the medical or other optional basic insurance programs.
28

29 **Section 10.3.**

30 Insurance contributions shall be paid and prorated towards the cost of District approved insurance
31 programs for employees on a full-time equivalency basis of 1,440 hours per fiscal year.
32

33 **Section 10.4.**

34 The District shall provide tort liability coverage for all employees subject to this Agreement but
35 limited to bodily injury and property damage liability coverage as provided in the District's liability
36 insurance policies.
37

38 **Section 10.5.**

39 In determining whether an employee subject to this Agreement is eligible for participation in the
40 Washington State Public Employee's Retirement System, the District shall report all hours worked,
41 whether straight time, overtime, or otherwise.
42

43 **Section 10.6.**

44 The parties agree to meet in labor management to revise the insurance benefits section of this
45 agreement to bring the contract into compliance with a legislative mandate, if any regarding coverage
46 under the School Employee Benefits Board.
47
48

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ARTICLE XI

UNION MEMBERSHIP AND CHECKOFF

Section 11.1.

PSE will provide a list of those members who have agreed to union membership. In addition, upon request, the District shall have access to view or obtain a copy of the membership authorization. PSE will be the custodian of the records related to union membership/dues deduction authorization. PSE agrees that as the custodian of records, it has the responsibility to ensure the accuracy and safe-keeping of those records.

Section 11.2.

The Association, which is the legally recognized exclusive bargaining representative of the classified staff as described in the recognition clause of this agreement, shall have the right to have deducted from the salaries of members of the Association (upon receipt of authorization), an amount equal to the fees and dues required for membership in the Association.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to PSE by the employee. Upon receiving an authorization form, the employer will start deductions for the new members for the next available payroll period, according to the usual administrative cycle. The Association will refund any amount of dues that are paid to it in error.

Section 11.3.

The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlement, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this section.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 12.1.

A grievance is hereby defined as an alleged violation of the terms of this Agreement by the District and shall be resolved in strict compliance with this Article. Failure to comply with the steps and timeliness so stipulated will result in the grievance being invalid and subject to no further processing.

Section 12.2. Grievance Steps.

Section 12.2.1. Step One.

The employee or the Association representative shall first discuss the grievance with their 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 fifteen (15) working days of the occurrence of the grievance shall be invalid and subject to no further processing. The supervisor has five (5) working days to respond from the date of receipt of Step One-Verbal.

1 **Section 12.2.2. Step Two.**

2 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
3 subsection, the employee shall, within ten (10) working days of the response at Step One,
4 reduce to writing a statement of the grievance containing the 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 official in the administration responsible for
12 personnel. The parties will have ten (10) working days from submission of the written
13 statement of grievance to resolve it by indicating on the statement of grievance the disposition.
14 If an agreeable disposition is made, all parties to the grievance shall sign it.
15

16 **Section 12.2.3. Step Three.**

17 If no settlement has been reached within the ten (10) working days referred to in the preceding
18 subsection, and the Association believes the grievance to be valid, a written statement of
19 grievance shall be submitted within ten (10) working days to the District Superintendent or the
20 Superintendent's designee. After such submission, the parties will have ten (10) working days
21 from submission of the written statement of grievance to resolve it by indicating on the
22 statement of grievance the disposition. If an agreeable disposition is made, all parties to the
23 grievance shall sign it.
24

25 **Section 12.2.4. Arbitration.**

26 If no settlement has been reached within the ten (10) working days referred to in the preceding
27 subsection, and the Association believes the grievance to be valid, the Association may demand
28 arbitration of the grievance within twenty working days of the receipt of the answer at Step
29 Three utilizing the Voluntary Labor Arbitration Rules of the American Arbitration Association.
30 The arbitrator's award shall be final and binding upon all parties.
31

32 **Section 12.2.5. It is agreed that:**

- 33
34 A. The Arbitrator shall have no power to alter, add to or subtract from the terms of this
35 Agreement.
36
37 B. The fees and expenses of the Arbitrator shall be equally shared by the parties.
38

39 **Section 12.3.**

40 The grievance or arbitration discussions shall take place whenever possible on District time. The
41 District shall not discriminate against any individual employee or the Association for taking action
42 under this Article.
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ARTICLE XIII

CLASSIFIED REVIEW BOARD

Section 13.1.

The procedures in this Article will be followed for the reclassification of positions when new positions are created or when substantive changes in duties and responsibilities occur in existing positions. The purpose of the process is to ensure that positions are placed appropriately on the salary schedule.

Section 13.2.

The Classified Review Board (CRB) shall consist of four (4) members: two (2) PSE members and two (2) administrative members. One of the PSE selected members may rotate from a group of PSE approved members. The Human Resources Director shall serve as a non-voting resource to the CRB and provide administrative support. Each party will be responsible for selection of its own members.

The parties shall attempt to have members serve and rotate off the CRB every two (2) years.

Section 13.3.

Employees, the Association, and/or the District may file an appeal of a classification with the CRB by March 1st or whenever a “new position” is created. If desired, employees may request a pre-appeal conference with the Personnel Director to review the rating system and its application to their specific job. The CRB shall convene and meet with the employee after March 1st. A decision regarding the appeal shall be issued by the CRB within twenty (20) working days following the meeting with the employee. The CRB will communicate the number of positions impacted and the associated financial impact. Decisions of the CRB may be appealed by the District or the Association as an issue for collective bargaining as a mutually agreed reopener or at the expiration of this Agreement.

Section 13.4.

The Classified Review Board will use a mutually agreed upon classification system to evaluate a position. Employees are encouraged to bring as much information as they feel necessary for clarification, which shall include proposed revisions to their job description. The CRB will interview employees, observe an employee on the job if deemed necessary, provide a numerical rating of the position, and properly place the position on the classification scale. All CRB members shall be trained or retrained in the system prior to hearing appeals. Decisions will be made by consensus. The CRB will decide whether a reclassification, if any, will affect a single employee, several employees, or all employees within a job description.

Section 13.4.1. Eligibility for Requesting a Reclassification.

- a. Any individual must have been compensated for at least twelve (12) months in his/her current position before s/he is eligible to submit a request for reclassification.
- b. Each request for reclassification will require a full submission of application materials.
- c. The CRB will make exceptions to the eligibility criteria only in unusual and compelling circumstances.

Section 13.5.

The District will initially establish the appropriate classification for newly created positions. The above procedures will be followed to review the placement of all new positions within twenty (20) working days of the position being filled.

1 **Section 13.6.**

2 Upward or downward reclassification of positions appealed by the District, the Association or an
3 employee shall be effective on the 1st day of the next school year.
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7 **ARTICLE XIV**

8 **RATES OF PAY**
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11 **Section 14.1. Rates of Pay.**

12 Employees shall be paid according to Schedule A. Each September 1, employees who have completed
13 at least two-thirds (2/3) of their position's work year the prior school year will be granted an increment
14 (paid at the next higher step on Schedule A for that level). Longevity increments shall be paid in the
15 same manner if qualified based on years of service. Paid leave days shall count as days completed for
16 the purposes of this section.
17

18 **Section 14.2. Salary Increases.**

19 For the 2019-20 and 2020-21 school years, the base wage rates on Schedule A shall be increased by
20 the implicit price deflator (IPD) for that fiscal year, using the official current base, compiled by the
21 Bureau of Economic Analysis, United State Department of Commerce. For the 2019-20 school year,
22 the positions classified as "paraeducator" on Schedule A will receive \$.50 prior to having the IPD
23 added to the wage rate.
24

25 **Section 14.3. Double-Double Levy Failures.**

26 In the event of a double-double levy failure, the District will notify the Association at least twelve (12)
27 working days prior to implementing a reduction-in-force of bargaining unit employees to allow the
28 Association to provide input or alternatives to a reduction-in-force.
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32 **ARTICLE XV**

33 **NO STRIKE / NO LOCK OUT**
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36 **Section 15.1.**

37 The Association agrees that there shall be no work stoppage or interruptions of regularly assigned
38 duties during the life of this Agreement.
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40 **Section 15.2.**

41 An employee's work year shall not be reduced as a result of another bargaining unit's strike.
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ARTICLE XVI

SCOPE OF AGREEMENT

Section 16.1.

If any provision of the Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

Section 16.2.

This Agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of the District which are contrary to or inconsistent with the terms of this Agreement.

Section 16.3.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in the Agreement. Except as specifically stated in this Agreement, the District and the Association for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

Section 16.4.

Relevant to Washington Public Employment Relations Commission Decision 2043 PECB, January 10, 1985, substitutes who work greater than thirty (30) days in the current school year shall be paid according to Schedule A. Rights of said substitutes identified shall be limited exclusively to those items in this Article.

ARTICLE XVII

DURATION

Section 17.1.

This Agreement shall remain in full force and effect from September 1, 2019 to August 31, 2021.

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7 **SIGNATURE PAGE**
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14 PUBLIC SCHOOL EMPLOYEES
15 OF WASHINGTON / SEIU Local 1948
16

17 PENINSULA CHAPTER
18 CLERICAL UNIT #623
19

PENINSULA SCHOOL DISTRICT #401
20
21
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23 BY: _____
24 Toni Janovich, Chapter President
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BY: _____
Karen Andersen, Chief Financial Officer
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DATE: _____
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DATE: _____

Schedule A
 Peninsula Clerical
 September 1, 2018 – August 31, 2019

	Step	Step	Step	Step	Step	Step	Step
Description	1-2	3-4	5-9	10-14	15-19	20-24	25+
Instructional Support I	\$17.76	\$18.31	\$18.80	\$19.29	\$19.81	\$20.33	\$20.85
Instructional Support II	\$19.02	\$19.53	\$20.09	\$20.61	\$21.15	\$21.71	\$22.27
Instructional Support III	\$20.52	\$21.09	\$21.69	\$22.24	\$22.81	\$23.43	\$24.04
Instructional Support IV	\$21.35	\$21.93	\$22.55	\$23.15	\$23.76	\$24.38	\$25.01
Instructional Support V	\$26.26	\$27.01	\$27.76	\$28.50	\$29.24	\$29.99	\$30.78
Clerical I	\$18.23	\$18.75	\$19.26	\$19.77	\$20.31	\$20.82	\$21.36
Clerical II	\$19.59	\$20.12	\$20.70	\$21.24	\$21.77	\$22.36	\$22.94
Clerical III	\$21.04	\$21.63	\$22.23	\$22.80	\$23.39	\$24.01	\$24.63
Clerical IV	\$21.93	\$22.52	\$23.17	\$23.73	\$24.37	\$25.00	\$25.65
Clerical V	\$24.40	\$25.09	\$25.79	\$26.47	\$27.14	\$27.85	\$28.57

Schedule A
 Peninsula Clerical
 September 1, 2019 – August 31, 2020 +IPD

	STEP	Step	Step	Step	Step	Step	Step
Description	1-2	3-4	5-9	10-14	15-19	20-24	25+
Instructional Support I	\$18.12	\$18.68	\$19.18	\$19.68	\$20.21	\$20.74	\$21.27
Instructional Support II	\$19.40	\$19.92	\$20.49	\$21.02	\$21.57	\$22.14	\$22.72
Instructional Support III	\$20.93	\$21.51	\$22.12	\$22.68	\$23.27	\$23.90	\$24.52
Instructional Support IV	\$21.78	\$22.37	\$23.00	\$23.61	\$24.24	\$24.87	\$25.51
Instructional Support V	\$26.79	\$27.55	\$28.32	\$29.07	\$29.82	\$30.59	\$31.40
Para-Educator I	\$18.63	\$19.19	\$19.69	\$20.19	\$20.72	\$21.25	\$21.78
Para-Educator II	\$19.91	\$20.43	\$21.00	\$21.53	\$22.08	\$22.65	\$23.23
Para-Educator III	\$21.44	\$22.02	\$22.63	\$23.19	\$23.78	\$24.41	\$25.03
Para-Educator IV	\$22.29	\$22.88	\$23.51	\$24.12	\$24.75	\$25.38	\$26.02
Para Educator V	\$27.30	\$28.06	\$28.83	\$29.58	\$30.33	\$31.10	\$31.91
Clerical I	\$18.59	\$19.13	\$19.65	\$20.17	\$20.72	\$21.24	\$21.79
Clerical II	\$19.98	\$20.52	\$21.11	\$21.66	\$22.21	\$22.81	\$23.40
Clerical III	\$21.46	\$22.06	\$22.67	\$23.26	\$23.86	\$24.49	\$25.12
Clerical IV	\$22.37	\$22.97	\$23.63	\$24.20	\$24.86	\$25.50	\$26.16
Clerical V	\$24.89	\$25.59	\$26.31	\$27.00	\$27.68	\$28.41	\$29.14

JOB TITLES

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1 **LETTER OF AGREEMENT**

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3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF
5 WASHINGTON/SEIU LOCAL 1948, PENINSULA CLERICAL AND THE PENINSULA
6 SCHOOL DISTRICT #401. THIS AGREEMENT IS ENTERED INTO PURSUANT TO
7 ARTICLE XVI, SECTION 16.1 OF THE CURRENT COLLECTIVE BARGAINING
8 AGREEMENT.

9
10 The parties agree that:

11
12 Sub pay: for the first 30 days, Subs will be paid at 80% of the instructional support Step 1 wages. After
13 30 days Subs will be paid step 1 of instructional support wages
14

15
16
17 This Letter of Agreement shall become effective signature of both parties, shall remain in effect until
18 August 31, 2021 and shall be attached to the current Collective Bargaining Agreement.

19
20 PUBLIC SCHOOL EMPLOYEES
21 OF WASHINGTON/SEIU LOCAL 1948

22
23 PENINSULA CLERICAL #623

PENINSULA SCHOOL DISTRICT #401

24
25
26
27 BY: _____
28 Toni Janovich, Chapter President

BY: _____
Karen Andersen, Chief Financial Officer

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30
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32 DATE: _____

DATE: _____