

COLLECTIVE BARGAINING AGREEMENT BETWEEN

PUBLIC SCHOOL EMPLOYEES OF ORCAS ISLAND

AND

ORCAS ISLAND SCHOOL DISTRICT

SEPTEMBER 1, 2011 - AUGUST 31, 2013



Public School Employees of Washington / SEIU Local 1948
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P R E A M B L E

This Agreement is made and entered into by and between the Orcas Island School District Number 137 of Eastsound, Washington (hereinafter designated as the “District”), and the Public School Employees of Orcas Island, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter designated as the “Union”).

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Exclusive Representation.

The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.2 and the Union recognizes its responsibility to represent the interests of all such employees.

Section 1.2. Bargaining Unit.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees of the District. Supervisory, confidential employees, all casual and on-call employees are excluded. The District agrees to notify PSE when it creates any new supervisory or confidential positions after August 1, 2011.

A R T I C L E II

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 2.1. Negotiation.

It is agreed and understood that matters appropriate for negotiation between the District and the Union are those matters relating to or affecting hours, wages, grievance procedures, and general working conditions of those employees in the bargaining unit.

Section 2.2. Consultation.

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

Section 2.3. New Classification.

The District agrees to advise the Union, in writing, of the establishment of all new job classifications not covered under this Agreement, and to negotiate with the Union for wages, hours, and general working conditions of the new classifications. The District agrees to fill each new classification according to the job bid procedure contained in Article XVII of this Agreement.

Section 2.4. School Calendar.

The parties agree that PSE will have equal representation with OEA in the development of the school calendar.

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ARTICLE III

RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

Section 3.1. Rights.

It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this agreement, unless clearly relinquished, is the right to direct the workforce, the right to hire, promote, retain, transfer, and assign employees in positions: the right to suspend, discharge, demote, or take other disciplinary action against employees and the right to release employees from duties because of lack of work or other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods and the personnel by which such operation is conducted.

The rights to make reasonable rules and regulations shall be considered and acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the union and the employees as required by this agreement.

Section 3.2. Contracting.

The District shall not subcontract for services currently provided by its employees provided that the District shall not be precluded from subcontracting services in those instances when:

- a) additional and necessary operation cannot practically or within current job requirements be performed by existing employees.
- b) when existing operations cannot economically continue to be provided due to restrictions in the District's operating budget.

The District shall notify the Union in writing by certified mail at least sixty (60) days in advance of the anticipated award of any contract that would reduce, terminate, or cause any employees covered by this Agreement to be laid off. Said notice shall state the reason, nature and scope of the proposed contract. Upon request, and within the notice period, the parties shall meet to negotiate the impact of subcontracting of services.

Section 3.3. Volunteer Assistance.

The District shall not be precluded from requesting the volunteer assistance of qualified individuals from within the community to participate in any phase of the District's program, as specified in Article 8, Section 8.9.

Section 3.4. Temporary Work.

A sign-up list shall be distributed in September among District represented classified employees. The list will be closed for additional sign-ups by October 15th annually. On the list the employee must state what work they can perform and the times they are available. Seniority does not apply in assignment of work. Temporary work may occur in any classification specified in the agreement and will not exceed forty (40) days in any calendar year and will be paid at the Temporary Work hourly rate on Schedule A. Employment at will applies to application of this section.

1 **Section 3.5. Casual Labor.**

2 A casual laborer shall be defined as any person not performing regular job duties. Casual laborers are
3 to be used only to supplement regular employees when special work must be completed in a timely
4 manner. Such casual laborers may not be employed more than forty (40) consecutive work days
5 within any ninety (90) day period.
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9 **ARTICLE IV**

10 **RIGHTS AND RESPONSIBILITIES OF THE EMPLOYEE**

11 **Section 4.1. Nondiscrimination.**

12 Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement
13 on the basis of Union membership/activity, race, creed, color, sex, religion, age or marital status or
14 because of a physical handicap with respect to a position, the duties of which may be performed
15 efficiently by the employee without danger to the health or safety of the physically handicapped person
16 or of any others. This section shall be in compliance with State and Federal Laws.
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20 **Section 4.2. Job-Related Matters.**

21 Each employee shall have the right to bring job related matters to the attention of the appropriate
22 Union representative and/or appropriate supervisors or officials of the District.
23

24 **Section 4.3. Personnel File Inspection.**

25 Employees, upon request, have the right to inspect all contents of their complete personnel files kept
26 within the District in the presence of a principal, superintendent or designee. Anyone, at the
27 employee's request, may be present at this review. Any derogatory material not shown to an employee
28 within ten (10) days after receipt or composition. shall not be allowed in any disciplinary action against
29 such employee. An employee shall have the right to attach his/her own written comments relating to
30 material in the files.
31

32 An employee may request that derogatory material be removed from the employee's personnel file
33 after three (3) years if no further similar or related incidents have arisen except any material arising
34 from actions that give rise to a liability on the part of the District (e.g., harassment, unlawful
35 discrimination, child abuse, etc.) will not be removed. Employee evaluations shall not be removed
36 from the personnel file.
37

38 **Section 4.4. Notification to Terminate Employment.**

39 Employees shall give the District not less than ten (10) working days notice before leaving. Failure of
40 an employee to notify the District ten (10) days prior to leaving shall result in loss of any accrued
41 benefits, including vacation and holiday pay.
42

43 **Section 4.5. School Term Employee Reasonable Assurance Notice.**

44 The District shall issue a reasonable assurance notice, with the following information, to each school
45 term employee: the employee's projected work assignment, the anticipated number of hours, and the
46 projected date of return to work for the upcoming school year. Notices shall be issued no later than
47 June 30. The District retains all rights to modify the assignment, hours, and date of return to work.
48 The District will notify employees of any changes made in their projected assignments at least five (5)
49 business days prior to the projected date of return to work in the fall.

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ARTICLE V

RIGHTS AND RESPONSIBILITIES OF THE UNION

Section 5.1. Employment Affidavit Form.

Within thirty (30) calendar days from their initial date of hire, newly hired employees shall be required to fill out and sign a Union Dues Application Form.

Section 5.1.1. Distribution of Copies.

The Union Dues Application Form shall be filled out and mailed to the PSE State office with the District Office providing copies to the newly hired employee and retaining a copy for the newly hired employee's personnel file. Also, within twenty (20) calendar days, the Employer shall provide a Union designee with up to one (1) hour, to introduce the Union packet to said newly hired employee. The PSE State office, upon inquiry to the District office, shall be advised of all represented employees employed by the District, their dates of hire, classifications, rates of pay, hours worked and their home mailing addresses, for representation purposes.

Section 5.2. Union Representation.

Representatives of the Union, upon making their presence known to the Office of Superintendent, shall be allowed access to the District premises during business hours for the purpose of adjusting disputes, investigating grievances, or conferring with members of the Union provided that the normal flow of work is not hampered or obstructed. A normal flow of work shall be defined as duties which must be completed by a designated specific time in order for the District to function normally.

Section 5.3. Union Bulletins.

The District shall provide an agreed upon bulletin board space in each school, for use by the Union. Bulletins posted by the Union are the responsibility of the Union officials. Each bulletin shall be signed by the Union or District official responsible for its posting. The responsibility for the prompt removal of notices after they have served their purpose shall rest with the individuals who posted such notices.

Section 5.4. Attendance at Monthly Meetings.

Employees may attend monthly meetings of the Union provided that the normal flow of work (as defined in Section 5.2) is not in any way hampered or obstructed and as long as the time is made up at the end of that shift.

Section 5.5. Use of District Facilities.

For the duration of this Agreement, the Union and its Orcas Island School District membership shall have the right to use District facilities for local meetings and to transact local Union business, provided that the facilities are not otherwise required for use by the District; and further provided that the Union follows normal District procedures in scheduling and the use of school facilities.

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ARTICLE VI

UNION MEMBERSHIP

Section 6.1. Membership Continuity.

Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Union in good standing shall, as a condition of employment, maintain membership in the Union in good standing during the term of this Agreement. The Union will inform the new hire of the terms and conditions of this Article after notification of hire.

Section 6.2. New Members.

All employees subject to this Agreement who are not members of the Union on the effective date of this Agreement, and all employees who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Union within thirty (30) calendar days of the effective date of this Agreement or within thirty (30) calendar days of the hire date, whichever is applicable. Such employees shall then maintain membership in the Union in good standing during the term of the Agreement. The District will notify the Union of all new hires within ten (10) working days of the hire date.

Section 6.3. Alternatives to Membership.

The parties recognize that an employee should have the option of declining to participate as a member in the Union, yet contribute financially to the activities of the Union in representing such employees as a member of the collective bargaining unit.

Section 6.3.1. Service Fee.

An employee who declines membership in the Union may pay to the Union each month a service fee set by PSE of Washington as a contribution toward the administration of this Agreement. The service fee shall be collected in the same manner as monthly dues.

Section 6.3.2. Notification.

An employee who chooses to exercise either of the options provided in Section 6.3 shall do so by informing the PSE Chapter President and the District's Superintendent by certified letter within thirty (30) calendar days of hire.

Section 6.4. Membership as a Condition of Employment.

Any employee who refuses to become a member of the Union in good standing or pay the service charge in accordance with the previous sections, shall, at the option of the Union, be immediately discharged from employment with the District.

Section 6.5. COPE – Political Action Committee.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on the Union dues transmittal check. Section 6.6 of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE State Office about the right to revoke the request.

1 **Section 6.6. Checkoff.**

2 The District shall deduct PSE dues, service charges or voluntary political contributions from the pay of
3 any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District
4 shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington
5 on a monthly basis.
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9 **ARTICLE VII**

10 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

11 **Section 7.1. Definition.**

12 It is agreed and understood that matters appropriate for consultation and negotiation between the
13 District and the Union are policies, programs, and procedures relating to or affecting hours, wages,
14 grievance procedures and general working conditions of employees in the bargaining unit subject to
15 this Agreement.
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19 **Section 7.1.1. Consultation.**

20 It is further recognized that this Agreement does not alter the responsibility of either party to
21 meet with the other party to advise, discuss or consult regarding matters concerning working
22 conditions not covered by this Agreement.
23

24 **Section 7.2. Labor/Management Committee.**

25 The Union will designate a Conference Committee of up to three (3) members (always including the
26 Chapter President) who will meet with the Superintendent and/or designee on a mutually agreeable
27 basis to discuss the administration of this Agreement. Whenever possible, meetings will be scheduled
28 outside the employees’ regular work hours. If the meeting occurs during the regular work hours of a
29 Union member, he/she shall not receive any interruption in his/her regular pay or benefits to participate
30 in the meeting.
31

32 **Section 7.2.1. Schedule.**

33 By October 30th of each school year, the Chapter President and Superintendent shall establish a
34 Labor/Management meeting schedule.
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38 **ARTICLE VIII**

39 **EMPLOYMENT CONDITIONS**

40 **Section 8.1. Probationary Period.**

41 All newly hired employees of the District shall have a probationary period of sixty (60) work days.
42 During the probationary period, his/her retention as an employee shall be solely at the discretion of the
43 District. A probationary period may be extended at the discretion of the District, after consultation
44 with and agreement by the Union, if circumstances warrant such an extension. Upon satisfactory
45 probationary evaluation of the employee, his/her seniority will be established as of the date on which
46 he/she was hired by the District (hereinafter called the “date of hire”).
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1 **Section 8.2. Special Training.**

2 Any employee required by the District to attend seminars, workshops, or other special training
3 (including school bus certification and first aid training), shall be reimbursed for expenses incurred as
4 approved by the District in advance.

5
6 **Section 8.2.1. Special Training Compensation.**

7 Employees attending District-approved trainings will be compensated at their current hourly
8 rate.

9
10 **Section 8.3. Job Safety.**

11 The District agrees to comply with all pertinent OSHA and WISHA regulations. If an employee has
12 substantial reason to believe that abnormal conditions make completion of a job assignment hazardous,
13 the employee may choose to refuse the work and must immediately or as soon as it is reasonably
14 possible, advise the employee's supervisor in writing of any unsafe equipment or conditions of work.
15 The employee shall receive no pay or benefits for time not worked. The District agrees to promptly
16 investigate and correct, if necessary, at its sole discretion, any work conditions reported as hazardous
17 by the employee.

18
19 **Section 8.4. Use of Employee Vehicle.**

20 Employees provided advance written authorization by the Superintendent and/or designee to use their
21 own vehicles in fulfilling District duties shall be reimbursed at the mileage rate in current District
22 policy and for ferry costs incurred as a result of such authorized travel.

23
24 **Section 8.5. Physical Examinations.**

25 The District will pay the cost beyond the amount paid by the employee's medical insurance for
26 physical examinations required as a condition of continued employment. The District reserves the
27 right to designate in advance the scope of each examination and the examining physician.

28
29 **Section 8.6. Adjustment to Regular Work Schedule.**

30 Employees shall be allowed to make arrangements for the completion of their regularly assigned work
31 at times other than the normally scheduled period, including work assignment trade-offs between
32 qualified personnel, when they find it necessary to be off the premises of the work site for personal
33 reasons not recognized herein as "leave" provided that prior written administrative approval has been
34 granted (except in the case of an emergency), and provided that the normal flow of work is not
35 disrupted.

36
37 **Section 8.6.1. Reassignment Within Classification.**

38 Employees shall be notified of reassignment in writing at least ten (10) working days prior to
39 the date the reassignment takes effect.

40
41 **Section 8.6.2. Transfer Orientation.**

42 Upon transfer to a new location, the immediate supervisor shall conduct an orientation session
43 for the affected employee. The orientation session should include an outline of the duties to be
44 performed, task priorities, reasonable instruction, training and familiarization. This section
45 applies to Article XV.

1 **Section 8.7. District Funds – Liability.**

2 No employee entrusted with the District’s funds shall be held responsible for loss due to robbery, fire
3 or other circumstances not within his/her control or responsibility, as determined by the responsibilities
4 inherent in the employee’s job description.

5
6 **Section 8.8. Assignment to Higher Classification.**

7 Employees requested to work a shift regularly filled by a higher classification employee shall receive
8 compensation equal to that normally received by the employee in the higher classification, at the
9 incremental step level of the employee requested to work the shift of the higher classification. Any
10 employee requested by their supervisor to work in a lower paying position will receive their regular
11 rate of pay.

12
13 **Section 8.9. Job Security.**

14 Except in cases of emergencies, no administrative representative, supervisor, teacher or other
15 employee of the District not part of the bargaining unit covered under this Agreement, shall take the
16 place of such employees so as to deprive that employee of a job. Work not regularly performed by
17 members of the bargaining unit which may occur on an occasional basis, shall be assigned as
18 determined by the District.

19
20 **Section 8.10. Confidentiality.**

21 For employees performing work of a confidential nature, communicating any confidential information
22 to unauthorized persons will be just cause for disciplinary action, up to and including dismissal. All
23 employees will be provided a mandatory training regarding confidentiality in the work place.

24
25 **Section 8.11. Employee Absences.**

26 In case of employee absence, the District shall provide for substitutes as needed, at its option.

27
28 **Section 8.12. Job Descriptions.**

29 The District shall provide all employees with a copy of a current general job description.

30
31 **Section 8.12.1. Job Description Schedule.**

32 OISD and PSE agree to jointly review job classifications every five (5) years. Equal representation
33 from PSE and the District will form the committee to review general job descriptions.

34
35 **Section 8.13. Job Description Review.**

36 An employee may request that the employee’s job description be reviewed if the employee believes
37 that it no longer reflects the work being performed. Request for re-evaluation of existing positions will
38 be made in writing to the Superintendent and the Union President.

39
40 **Section 8.13.1. Job Review Committee.**

41 A job Review Committee, made up of two (2) representatives from the District and two (2)
42 representatives from the Union, shall review those positions whose responsibilities and or skill
43 requirements may have changed significantly. The final recommendations of the committee
44 shall be advisory and be nonbonding on both parties. The Job Review Committee will meet
45 within thirty (30) work days of the requested review and issue a written recommendation within
46 thirty (30) work days of their first meeting. The parties agree to meet and negotiate salary only
47 for any changes recommended by the Job Review Committee. Any agreement reached to
48 increase the employee’s compensation will be paid retroactive to the time that the employee
49 first requested a job review.

1 **Section 9.7. Holiday Pay.**

2 “Double time shall be compensated to employees assigned to work on Holidays as defined in Section
3 11.1.

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7 **ARTICLE X**

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9 **PAID/UNPAID LEAVE**

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11 **Section 10.1. Sick Leave.**

12 Year round employees will accrue twelve (12) days of sick leave annually and school term employees
13 will accrue ten (10) days annually. A day shall be determined by the employee’s average annual work
14 hours per day. Employees working less than a full year shall accrue sick leave on a pro rata basis. Sick
15 leave shall be annually cumulative as provided by Washington State Law.

16
17 **Section 10.1.1. Definition.**

18 Sick leave is defined to cover:

- 19
20 a. Illness includes: infectious diseases, medical appointments, or injury of employee or
21 immediate family residing under the same roof, which incapacitates or prevents the
22 employee from working or which might endanger the health of students; or
23 complications resulting from pregnancy of the employee.
24
25 b. Serious illness or injury of a member of the immediate family not residing under the
26 same roof, to a maximum of five (5) work days per year. Immediate family is defined
27 as any of the following: spouse, children, parents, siblings, grandparents, grandchildren,
28 parents-in-law, son-in-law, and daughter-in-law.
29

30
31 **Section 10.1.2. Proof of Illness.**

32 The Superintendent may, after three (3) successive work days of absence due to illness, require
33 a doctor’s certificate as proof of illness.
34

35 **Section 10.1.3. Physician’s Statement.**

36 If the District has a reasonable doubt of an employee’s ability to safely perform his/her duties,
37 it may require a physician’s statement verifying the ability of the employee to continue work.
38

39 **Section 10.1.4. Sick Leave Sharing.**

40 Employees may donate annual leave or sick leave to a fellow employee who is suffering from
41 or has a relative or household member suffering from an extraordinary or severe illness, injury,
42 impairment, or physical or mental condition which has caused or is likely to cause the
43 employee to take leave without pay or terminate employment. Any such donation of annual or
44 sick leave shall be subject to the terms and limitations of state law and district policies and
45 procedures.
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1 **Section 10.2. Judicial/Witness Leave.**

2 In the event a staff member is summoned to serve as a juror or is subpoenaed to appear as a witness for
3 the district in court or is named as a co-defendant with the District, such staff member shall receive a
4 normal day's pay for each day of required presence in court. Money paid as jury fee or witness fee,
5 travel allowance or cost incurred for parking are not reimbursable to the District. Upon a jury
6 summons or subpoena, the staff member shall immediately notify their immediate supervisor. The
7 staff member shall be required to furnish a signed statement from a responsible officer of the court as
8 proof of jury service or as a witness. If a staff member is a party to a case unrelated to the individual's
9 employment with the district, the staff member may request a leave of absence, without pay.

10
11 **Section 10.3. Bereavement Leave.**

12 Defined as a death in the family to include, but not be limited to, parents, substitute parent,
13 grandparents, spouse, siblings, children and grandchildren. Bereavement leave shall be five (5) days
14 per year. Additional paid leave shall be granted at the District's discretion.

15
16 **Section 10.4. Emergency Leave.**

17 Emergencies are those events which are suddenly precipitated or which are of such a nature that
18 preplanning could not relieve the necessity for the absence. The problem must be one of major
19 importance and not a mere convenience. Emergency leave shall be limited to three (3) days per year,
20 non-cumulative. Additional unpaid time shall be granted at the District's discretion.

21
22 **Section 10.5. Personal Leave.**

23 Personal Leave at full pay will be granted to each employee whereby he/she can carry out business of a
24 personal nature. Personal leave shall be limited to two (2) days per year. One (1) day of unused
25 personal leave may be accrued and carried forward to the next school year to a maximum of three (3)
26 days being available in any school year. A day shall be determined by the employee's average annual
27 work hours per day. The District has the option of scheduling for personal leave no more than two (2)
28 employees at the same time, in consideration of its operational requirements. New employees hired
29 after December 31 but before the end of that school year shall be granted only one (1) personal leave
30 day for the balance of that school year. Additional unpaid time shall be granted at the District's
31 discretion.

32
33 **Section 10.6. Military Leave.**

34 Employees shall be granted Military Leave for active duty or training for active duty as required by
35 Federal/State statutes (RCW 39.40.060) and District policy 5407.

36
37 **Section 10.7. Union Business Leave.**

38 A maximum of five (5) days of release time per year for Public School Employees of Washington
39 business shall be granted. The Union will pay for substitute time actually worked if a regular work
40 schedule is missed by an employee.

41
42 **Section 10.8. Family Medical Leave.**

43 The District shall grant the employee family medical leave without pay in accordance with applicable
44 Federal/State statutes and regulations (FMLA).

45
46 **Section 10.9. Maternity Leave.**

47 The District shall grant maternity leave without pay in accordance with applicable Federal/State
48 statutes and regulations.

1 **Section 10.9.1. Written Request.**

2 The employee shall make a written request to the District at least thirty (30) work days prior to
3 the day on which the leave is to commence.
4

5 **Section 10.9.2. Intent to Return.**

6 The employee shall inform the District in writing of intent to return to work at least fifteen (15)
7 work days prior to such return.
8

9 **Section 10.9.3. Use of Sick Leave.**

10 The employee may use accumulated sick leave benefits for that period of time during which
11 she is unable to perform regular duties due to complications of pregnancy as confirmed by a
12 qualified physician. In the event the employee runs out of accumulated sick leave during the
13 time that she is entitled to draw it, the employee may petition the District for an extended leave
14 in addition to sick leave. Such leave shall be without pay. During the period of time for which
15 the employee is entitled to sick leave, she shall continue to receive the benefits of the shared
16 health insurance program for a maximum of six (6) months or to the end of the school year,
17 whichever occurs first, provided the employee pays the appropriate premiums to the District in
18 advance each month. Further, if the employee chooses to take a longer leave than that specified
19 by a qualified physician as for health reasons, the District shall not incur the cost of employee
20 benefits. While on leave the employee will maintain seniority in the District with no loss of
21 accrued benefits or penalties assessed, except as specified above.
22

23 **Section 10.10. Child Rearing Leave.**

24 A leave for child rearing may be granted to employees who have children under school age, or who
25 petition the District for such a leave.
26

27 **Section 10.10.1. Written Request and Duration.**

28 The employee shall submit a letter to the Superintendent requesting child rearing leave not less
29 than sixty (60) work days prior to its commencement. Such a leave must extend for the
30 remainder of the school year during which the leave commences. If requested during the
31 summer, the leave will extend for the entire subsequent school year.
32

33 **Section 10.10.2. Waiver of Notification.**

34 In the case of emergency, notification may be waived, in which case the employee may petition
35 the District immediately with a request for child rearing leave.
36

37 **Section 10.11. Extended Leave.**

38 On recommendation of the Superintendent and by approval of the Board of Directors, an unpaid leave
39 of absence may be granted to those employees with extended illnesses or injuries, and who have
40 exhausted all other accrued sick leave, annual vacation, and industrial insurance (where applicable).
41 Requests for such leaves must be in writing to the Superintendent. Said leave shall not exceed one (1)
42 year.
43

44 **Section 10.12. Extensions.**

45 An extended leave for a second full year may be petitioned by the employee and may be granted by the
46 District provided the extended leave is requested prior to March 15 of the calendar year in which the
47 second year leave is to commence.
48
49

1 **Section 10.13. Leave of Absence.**

2 On recommendation of the Superintendent and by approval of the Board of Directors, an unpaid
3 personal leave of absence may be granted to an employee for education, professional growth and
4 enrichment. The leave of absence shall be limited to a maximum of one (1) year. Deadline for a leave
5 of absence request for the forthcoming year shall be May 15th.

6
7 **Section 10.14. Retention of Rights.**

8 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on
9 approved leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
10 the employee is on a leave of absence; with the exception that if such leave is approved for extended
11 illness or injury, then seniority shall accrue.

12
13 **Section 10.15. Compensation.**

14 Leave Sections 10.8 through 10.13 shall be without pay, with the exception of Section 10.9.3.

15
16 **Section 10.16. Written Notification of Intent.**

17 An employee shall submit a letter to the District not later than the eleventh (11th) month of absence
18 stating his or her intention to return to the District. Failure to submit such a letter will result in
19 forfeiture of employment rights.

20
21 **Section 10.17. Return Provisions.**

22 An employee on such leave shall be returned to a similar job in the same classification held prior to the
23 leave of absence. An employee on a medical leave of absence is required to obtain a physician's
24 release, and shall not return to work until the District can verify that he/she is medically fit to perform
25 their specific job duties.

26
27 **Section 10.17.1. Leave of Absence Replacement.**

28 Any person hired to fill a position vacated by an employee on leave of absence shall be hired as
29 a temporary employee and said employee shall be subject to all provisions of this Agreement
30 and participate in all benefits. If the District is notified in writing that the permanent employee
31 shall not return to work for the District, the job opening will be posted for bid.

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33
34
35 **ARTICLE XI**

36
37 **HOLIDAYS**

38
39 **Section 11.1. Holidays.**

40 The following paid holidays are recognized in this agreement.

- | | | |
|----|-------------------------------------|-----------------------------------|
| 41 | | |
| 42 | Martin Luther King Day | Presidents' Day |
| 43 | Memorial Day | Independence Day |
| 44 | Labor Day | Veterans' Day |
| 45 | Thanksgiving Day & the day after | Christmas Eve Day & Christmas Day |
| 46 | New Year's Eve Day & New Year's Day | |
| 47 | | |
| 48 | | |
| 49 | | |

1 **Section 11.2. Holiday Definition.**

2 Time off begins at the close of the working day preceding the holiday and continues to the starting
3 time of the working day following the holiday.
4

5 **Section 11.3. Holidays on Non-Work Days.**

6 If a holiday falls on a Saturday or Sunday and is not observed on the work day preceding or following
7 that weekend, the employee shall be granted an additional day of paid vacation.
8

9 **Section 11.4. Holidays Granted.**

10 Each school term employee shall be granted those holidays that fall within their working period, pro-
11 rated as to hours worked. Working period shall be defined as commencing with each employee’s first
12 day of work for the school year and terminating on each employee’s last day of work for that school
13 year.
14

15 **Section 11.5. Extended Employment Holidays.**

16 A school term employee whose employment is extended during the summer months shall also be
17 entitled to holiday pay for those holidays that fall within their extended working period.
18
19
20

21 **ARTICLE XII**

22 **VACATIONS**

23 **Section 12.1. Year Round Employees.**

24
25 All year round employees who have been continuously employed for at least one (1) calendar year
26 shall be granted paid vacation as follows:
27
28

<u>Completed</u>	<u>Vacation Days Earned</u>
<u>Years of Service</u>	<u>prorated to current assignment or average hours per work day</u>
1 through 4 years	10 vacation days
5 through 10	15 vacation days
11 years and above	1 additional vacation day per year to a maximum of 22 days

34
35 Each year on September 1, employees shall be granted their annual vacation leave for that fiscal year.
36 Vacations for year round employees shall be scheduled each year during vacation times that fall within
37 the employee’s regular work term, and shall be established following consultation with the
38 Superintendent.
39

40 **Section 12.2. School Term Employees.**

41 Each employee covered under this Agreement working less than twelve (12) months per year and who
42 have been continuously employed for at least one (1) calendar year, shall be entitled to one (1) day
43 vacation pay according to the following schedule:
44

<u>Completed</u>	<u>Vacation Days Earned</u>
<u>Years of Service</u>	<u>prorated to current assignment or average hours per work day</u>
1 through 10 years	1 day for each 22 FTE days worked
11 years and above	1 day for each 18 FTE days worked

1 Vacation pay will be compensated to the employee on a monthly basis beginning in September.
2
3
4

5 ARTICLE XIII

6 UNION REPRESENTATION 7

8 **Section 13.1. Representative Selection.**

9 It is agreed that the Union shall have the right to establish classification representatives who shall be
10 selected by the Union membership.
11

12 **Section 13.2. Representative Participation.**

13 Such established representative(s) selected by the Union to participate during working hours with
14 representatives of the District in negotiation, grievance proceedings, conferences or meetings, shall
15 suffer no loss of pay as a result of such participation.
16

17 **Section 13.3. Employee Right to Union Representation.**

18 The Union representative(s) shall be allowed to leave their place of work, after receiving permission
19 from their immediate supervisor, to be present while representing any member, at the member's
20 request, during discussion between the member and a supervisor or other representative of the District
21 relating to matters which come under the scope of this Agreement. Provided, further, if the Union
22 representative(s) are not immediately available or their availability would disrupt the normal flow of
23 their work, said discussions between the employee and the District's designee shall be postponed for a
24 reasonable period, until a Union representative may be present. When an action is for just cause
25 discipline, no meeting will be held until a Union representative is present.
26
27
28
29

30 ARTICLE XIV

31 SENIORITY 32

33 **Section 14.1. Job Classifications.**

34 As used in this Agreement, general job classifications are:
35

- 36 a. Transportation
- 37 b. Food Service
- 38 c. Office
- 39 d. Facilities/Grounds
- 40 e. Para-Educators
- 41 f. Professional/Technical
- 42

43 **Section 14.1.1. Application of Seniority.**

44 Seniority rights shall be applied by seniority in current job classification within the District.
45

46 **Section 14.2. Seniority Matters.**

47 Seniority shall prevail in all matters relating to hours of work within position, shift change, vacation
48 scheduling, and layoffs. Seniority shall prevail in matters relating to promotions, assignment to new or
49

1 open jobs or positions, provided said employee meets the applicable job qualifications and is able to
2 perform the work assigned.

3
4 **Section 14.3. Notification of Pass Over.**

5 If the District determines that seniority rights should not govern because a junior employee possesses
6 ability and performance substantially greater than the senior employee or senior employees, the
7 District shall set forth the reasons for the bypass in writing to the senior employee or employees within
8 five (5) working days of the decision.

9
10 **Section 14.4. Loss of Seniority.**

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

- 12
13 a. Resignation.
14 b. Discharge for just cause.
15 c. Retirement.

16
17 **Section 14.5. Retention of Seniority.**

18 Seniority rights shall not be lost for the following reasons, with limitation:

- 19
20 a. Time lost by reason of industrial accident or industrial illness as a result of employment by the
21 District.
22 b. Time on leave of absence while on assigned duty in the Armed Forces of the United States.
23 c. Time spent on other authorized leaves.
24 d. Time spent in layoff status as provided in Article XV.

25
26
27 **ARTICLE XV**

28
29 **REDUCTION IN FORCE**

30
31
32 **Section 15.1. Guidelines.**

33 In the event that the District must resort to a reduction in force, the following guidelines will be
34 observed in selecting the personnel to be released from employment.

35
36 **Section 15.1.1. Definition.**

37 Seniority shall be defined as in Article XIV of this Agreement.

38
39 **Section 15.1.2. General Process.**

40 Staff reduction shall be determined according to seniority with dismissals beginning with the
41 employee with the least seniority within the classification. If layoffs of bargaining unit
42 personnel are imminent during the school year, the District and Union will meet prior to Board
43 action to discuss alternatives to such possible layoffs.

44
45 **Section 15.2. Procedures.**

46 The procedure for reduction in force shall be as follows and no step may be passed over. Section
47 8.6.2. Transfer Orientation shall apply.

1 **Section 15.2.1. Current Classification.**

2 The employee shall exercise seniority within his/her classification, provided said employee
3 meets the job qualifications and is able to perform the work assigned.
4

5 **Section 15.2.2. Other Assignments.**

6 If no position exists within that classification, the employee shall exercise seniority in any other
7 classification in which the employee has worked within this District, provided the employee
8 meets the job qualifications and is able to perform the work assigned.
9

10 **Section 15.2.3. Performance Evaluation.**

11 Each employee who assumes a new position pursuant to Section 15.2.1. to 15.2.2. above shall
12 receive a written performance evaluation within thirty (30) work days of reassignment.
13
14
15

16 **ARTICLE XVI**

17 **REHIRE**

18
19
20 **Section 16.1. Reemployment Pool.**

21 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
22 District according to layoff ranking. Names shall remain on the reemployment list for twenty-four (24)
23 months.
24

25 **Section 16.2. Recall.**

26 Employees in the reemployment pool shall be notified of postings through electronic or U.S. Mail, if
27 they have notified the District in writing that they desire to be recalled. All employees must inform the
28 District of their current address and telephone number and preference of notification method. .

29 Employees must notify the District in writing regarding any specific posting as positions become
30 available for which the employee is qualified, according to seniority as defined in Article XIV of this
31 Agreement.
32

33 **Section 16.2.1. Timelines.**

34 The employee may reject an offer of a position with fewer hours and remain on the
35 reemployment list per Section 16.1, above. If the employee does not accept an offer of position
36 of equivalent hours within five (5) working days, the employee will forfeit rights to
37 reemployment.
38

39 **Section 16.3. Rights Retained.**

40 Employees in the rehire pool shall retain but not accrue their sick leave and seniority rights.
41

42 **Section 16.4. Recall Performance Evaluation.**

43 Any employee recalled from the reemployment pool to a classification other than the one previously
44 held arising from the reduction in force procedure as defined in Article XV of this Agreement shall
45 receive a written performance evaluation within the first sixty (60) work days. Employees who fail to
46 meet the job requirements shall be returned to the reemployment pool for the duration of time
47 established upon his/her initial entrance into the pool.
48
49

1 **Section 16.5. Change of Classification.**

2 Employees who change job classification within the bargaining unit shall retain their date of hire in the
3 previous classification.
4
5

6
7 **ARTICLE XVII**

8
9 **JOB VACANCIES AND PROMOTIONS**

10
11 **Section 17.1. Notification – School Term.**

12 When vacancies or new positions occur during the school term, notice shall be posted on the official
13 Union bulletin boards and district email not less than five (5) working days prior to filing deadline.
14

15 **Section 17.2. Notification – Non-School Term.**

16 When any job posting is conducted outside of the school term, employees shall be mailed a copy of the
17 posting not less than ten (10) working days prior to the filing deadline.
18

19 **Section 17.3. Public Notification.**

20 When vacancies or new positions occur notices shall be posted for a period of ten (10) working days
21 prior to the filing deadline. If the position is not filled, the position will be reposted in house and
22 publicly.
23

24 **Section 17.4. Content of Notification.**

25 All postings shall contain a job title, job description, wage rate and work location of the position
26 available.
27

28 **Section 17.5. Letter of Interest.**

29 Any employee desiring to bid on a position so posted shall submit a letter of interest to the District
30 office.
31

32 **Section 17.6. Notification – On Leave Employees.**

33 Any employee on an authorized leave of absence or on extended sick leave shall be mailed a copy of
34 the posting no less than ten (10) working days prior to the filing deadline.
35
36
37

38 **ARTICLE XVIII**

39 **DISCIPLINE AND DISCHARGE**

40
41
42 **Section 18.1. Just Cause.**

43 No employee shall be disciplined and/or discharged except for just cause. Any such action by the
44 District shall be fair and reasonable.
45

46 **Section 18.2. Application to Grievance Procedure.**

47 Any discharge or disciplinary action shall be subject to the grievance procedure contained in this
48 Agreement.
49

1 **Section 18.3. Immediate Discharge.**

2 The following reasons shall be considered just cause for immediate discharge:

- 3 • Working under the influence of alcohol or a controlled substance.
- 4 • Gross immoral conduct.
- 5 • Possession of alcohol or a controlled substance on school property or during a school event.
- 6 • Theft.
- 7 • Gross insubordination.
- 8 • Any felonious act.

9
10 **Section 18.4. Progressive Discipline.**

11 The District agrees to follow a policy of progressive discipline as delineated below. However, any
12 disciplinary action taken against an employee shall be appropriate to the behavior which precipitates
13 said action.

14
15 **Section 18.4.1. Oral Counseling.**

16 Employees shall first be orally counseled. Notation of said counseling shall be made and
17 initialed by the involved parties. Initialed copies of the notice shall be placed in the employee's
18 personnel file and provided to the employee.

19
20 **Section 18.4.2. Written Notice.**

21 If oral counseling fails, the employee shall receive written notice of deficiency with
22 specifications for necessary remedy.

23
24 **Section 18.4.3. Final Warning.**

25 Except in cases of severe misconduct, the employee will be given a final warning in writing or
26 will be placed on probation for a specified period of time or will be suspended from
27 employment prior to any final discharge; depending upon the severity of the offense, as
28 determined by the District.

29
30 **Section 18.4.4. Notification to Union.**

31 The Union shall be notified of any written discipline prior to employee's severance of
32 employment.

33
34 **Section 18.4.5. Notification to Employee.**

35 Any employee who has been discharged for just cause shall be given a written statement of the
36 specific cause of discharge at the time of discharge or within a reasonable time thereafter.
37 Termination of employment for other than disciplinary action shall require not less than ten
38 (10) working days notice. Notice will not be required, however, in any dismissal outlined
39 under Section 18.3 of this Agreement, in which case the Union will be notified immediately.

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ARTICLE XIX

EVALUATION

(See Appendix A for District Evaluation Form)

Section 19.1. Purpose.

The purpose of the evaluation process is to improve the performance of District personnel. Such a process will contribute to the effectiveness of the school system and provide greater job satisfaction.

Section 19.2. Annual Evaluation.

Each classified employee shall be evaluated at least once annually by an administrator/director on or before May 15th. Each evaluation shall be discussed with the employee. A copy of the evaluation shall be given to the employee and a copy shall be placed in the employee's personnel file. Within ten (10) working days of receipt of the evaluation, the employee may attach his/her own comments to the evaluation. These comments will become a permanent part of the evaluation.

Section 19.3. Probationary Employees.

New classified employees must be evaluated during the first thirty (30) days of employment and prior to the completion of the probationary period.

Section 19.4. Performance Improvement.

In the event an employee receives an evaluation which contains a rating of "Unsatisfactory/Needs Improvement," the evaluator, after consultation with the employee, shall develop a written plan of improvement within ten (10) working days. The improvement plan will provide the employee with the opportunity to improve his/her performance in the deficient areas. Once said plan is written, and presented to the employee, the employee will work to meet the timelines and requirements of the improvement plan. The supervisor will meet with the employee no later than 90 days after the implementation of the improvement plan to evaluate the employee's performance.

Section 19.5. Evaluation of New Employees.

Any employee assuming a new position within the District shall receive a written performance evaluation within thirty (30) work days of assuming the new assignment.

ARTICLE XX

WAGES

Section 20.1. Wage Schedule.

The wage scale shall be negotiated and attached hereto as Schedule A and shall become a part of this Agreement.

Section 20.2. Payment of Wages.

Effective September 1, 2011, all paychecks for employees hired on or after this date, shall be processed through electronic deposit procedures. Employees subject to this agreement hired prior to September 1, 2011, who are currently not utilizing electronic deposit are considered grandfathered and therefore are not subject to this provision. The process shall be mandatory for all *existing* and *new*

1 employees without exception. Employees have the responsibility to provide the district office the
2 required deposit information and/or changes in such information in order to receive paychecks.
3
4
5
6

7 **ARTICLE XXI**

8 **INSURANCE**

9 **Section 21.1. Programs.**

10
11 The District agrees to provide funds toward employee/family basic insurance coverage for all
12 employees in the following programs: Medical care, dental, vision, long-term disability, and group life
13 insurance plans.
14
15

16 **Section 21.1.1. District Contribution Rates.**

17 Employees enrolled in any mutually approved basic insurance plan or plans shall receive a
18 prorated District insurance benefit contribution based on the employee's FTE status and the
19 amount provided by the state per FTE per month for twelve (12) months towards the purchase
20 of basis insurance benefits. The District shall pay one-hundred percent (100%) of the State
21 Health Care Authority Retiree Subsidy, also known as the carve-out.
22

23 For insurance calculation purposes 1440 hours of compensation , inclusive of an employee's
24 base work hours, holidays and vacation hours, equals a full FTE. No employee has an FTE
25 greater than 1.0.
26

27 **Section 21.2. Enrollment.**

28 Employees shall designate their individual coverage choices for medical insurance no later than
29 September 15th of each school year.
30

31 **Section 21.3. Permissive Benefit Pooling.**

32 The District will establish a pool to pay toward benefit premiums for classified employees for dental,
33 vision, long-term disability, group life insurance and medical programs approved by both the District
34 and bargaining group. Pooling will become available due to unused portion(s) of permissive benefit
35 allocations from the state, federal, and designated local funds. The District will make an additional
36 monthly contribution to the insurance pool for each FTE included within the pool in the amount of:
37 \$13.00.
38

39 The District will calculate pooling in October and then again in February. In the event that the District
40 insurance contribution, plus any additional pooled contributions, is insufficient to pay the cost of an
41 employee's required premiums, a salary reduction will be made to cover the cost of such premiums.
42

43 An employee whose spouse/domestic partner is also employed by the District and eligible for a District
44 insurance contribution may, subject to the provisions of the applicable collectively bargained
45 agreement(s), combine spouse/domestic partner allocations for the purpose of a single insurance plan
46 to offset the employee's out-of-pocket expenses for medical insurance premiums (e.g., the purchase of
47 one "employee plus spouse plan" or the purchase of one "employee and child(ren)" plan or the
48 purchase of one "employee and family" plan rather than two "employee only" plans). The unused
49 portion of the combined insurance allocations shall be returned to the insurance pool(s). If the

1
2 spouse/domestic partner is in a different insurance pool, one-half of the cost of the single insurance
3 plan shall be charged to the insurance pool governed by the contract.
4

5 In order for an employee to access these provisions for a domestic partner, the employee must first
6 complete and file the District's Declaration of Domestic Partnership Form or the applicable insuring
7 company's Declaration of Domestic Partnership form. In addition, if the employee desires for this
8 benefit to be tax deductible or to be included in Section 125 plans, the domestic partner must fulfill
9 applicable Internal Revenue Service tax criteria or the employee will be taxed on a portion of the
10 premium related to the domestic partner.
11
12
13

14 ARTICLE XXII

15 INDUSTRIAL INSURANCE COVERAGE

16 **Section 22.1. Definition.**

17 For a period of absence from work due to an injury or occupational disease resulting from an
18 employee's employment with the District, the employee shall file a claim for Industrial Insurance
19 Compensation.
20
21
22

23 **Section 22.1.1. Notification by Employee.**

24 The employee shall send written notification informing of such on-the-job injury or related
25 sickness to the following:
26

- 27 a. The District Superintendent.
 - 28 b. Department of Labor and Industries, Industrial Insurance Division.
 - 29 c. The Union.
- 30

31 **Section 22.1.2. District Contribution.**

32 The District agrees to prorate an employee's sick leave to supplement industrial insurance
33 compensation so that both combined will equal the employee's regular salary. This shall begin
34 as of the first day of absence from work.
35

36 **Section 22.2. Pro-Rata Compensation.**

37 The employee has the right to either elect to pro-rate his/her sick leave for full compensation, or he/she
38 may elect to only receive industrial insurance compensation (time loss). Such agreement must be in
39 writing and sent to the Superintendent and a copy to the Union. Provided further: that if an employee
40 applies for industrial insurance compensation and the claim is then or later denied, sick leave or annual
41 leave may be used for the absence of the employee.
42

43 **Section 22.3. Terms of Industrial Leave.**

44 Employees on a bona-fide industrial leave and replacement employee's tenure shall be governed as
45 defined in Article X of this Agreement.
46
47
48
49

ARTICLE XXIII
GRIEVANCE PROCEDURE

Section 23.1.

The purpose of the grievance procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times and both sides agree to follow a code of conduct.

Section 23.2. Definitions.

- a. Grievant: A grievant is an employee, or in the case of the Union’s contractual rights, the Union.
- b. Grievance: A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.
- c. Days: Days in this procedure are normal District Office work days.

Section 23.3. Timelines.

Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure of the grievant (employee or Union) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

Section 23.4. Representation.

The Union will be notified by the District of a grievance by an employee in the bargaining unit when such grievance is presented to the District in accordance with the terms of this Article. The grievant has a right to have Union representation at all steps of the grievance process. The Union is entitled to have an observer at formal hearings conducted by District officials regarding matters arising out a grievance and to make known the Union’s view concerning the case.

Section 23.5. Process.

The following steps will be followed to reach resolution on a grievance:

Section 23.5.1. Step 1. Informal Level – Informal Submission of Grievance to Supervisor.

Within twenty (20) days following the occurrence of the event giving rise to the grievance, or twenty (20) days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance informally with the immediate supervisor. The immediate supervisor shall respond within ten (10) days of the employee’s presentation. This shall be done in writing.

1 **Section 23.5.2. Step 2. Formal Level – Written Submission of Grievance to Supervisor.**

2 If the grievance is not resolved informally, it shall be reduced to writing by the employee who
3 shall submit it to the immediate supervisor within ten (10) days after receipt of the informal
4 response. The written grievance shall contain the following:

- 5
- 6 a. A statement of the alleged grievance including the facts upon which the grievance is based.
 - 7 b. Reference to the specific terms of the Agreement which have been allegedly violated.
 - 8 c. Remedy sought.
 - 9 d. The immediate supervisor will inform the employee and the Union in writing of the
10 disposition of the grievance within ten (10) days of the presentation of the grievance.
- 11

12 **Section 23.5.3. Step 3. Superintendent Level – Written Submission of Grievance to the**
13 **Superintendent.**

14

15 **Individual Grievance.** If the grievance is not settled at Step 2, in order to continue the
16 grievance process, the employee must file the grievance in writing to the Superintendent within
17 ten (10) days after receipt of the immediate supervisor’s written response in Step 2 above. The
18 Superintendent or his/her designee will schedule a meeting with the grievant and the Union to
19 review the grievance with parties involved. Within ten (10) days following the meeting, a
20 written statement of the disposition will be given to the employee and a written copy to the
21 Union.

22

23 **Union Grievance.** A grievance which the Union may have against the Employer, limited as
24 aforesaid to matters dealing with the interpretation or application of terms of this Agreement
25 relating to Union rights, shall be commenced by filing in writing (in the format of Step 2
26 above) with the Superintendent. Such filing shall be within twenty (20) days following the
27 occurrence of the event giving rise to the grievance or twenty (20) days after the event is
28 known or reasonably should have been known. The Superintendent or his/her designee will
29 have ten (10) days to schedule a meeting to hear the matter and try to resolve the dispute. A
30 disposition in writing must be entered at the Superintendent’s level within ten (10) days of the
31 conclusion of the meeting.

32

33 **Section 23.5.4. Step 4. School Board Level – Written Submission of Grievance to the**
34 **School Board.**

35 If the grievance is not settled at Step 3, in order to continue the grievance process, the
36 employee/Union must file the grievance in writing within ten (10) days after receipt of the
37 Superintendent’s written response in Step 3. The grievance shall be heard at its next regular
38 meeting, or at a special meeting to be held no more than twenty (20) days from submission of
39 the written grievance to the Board. The grievant(s) shall be allowed to appear before the
40 Board, and to provide a presentation to the Board in executive session. A disposition must be
41 entered at the School Board level within ten (10) days of the conclusion of the meeting.

42

43 **Section 23.5.5. Step 5. Arbitration.**

44 If no settlement is reached in Step 4, the Union has the right to file a demand for arbitration as
45 outlined below:

- 46
- 47 a. Written notice of a request for arbitration shall be made to the Superintendent within
48 twenty (20) days of receipt of the disposition letter at Step 4.
- 49

- 1 b. Arbitration shall be limited to issue(s) involving the interpretation or application of
2 specific terms of this Agreement.
3 c. The grievance shall be submitted to arbitration under the Voluntary Labor Arbitration
4 Rules of the American Arbitration Association or other mutually agreed upon
5 arbitration service. If mutually agreed, the parties may submit to arbitration under the
6 Expedited Labor Arbitration Rules of the American Arbitration Rules of the American
7 Arbitration Association
8

9 **Section 23.5.5.1. Proceedings.**

10 Arbitration proceedings shall be in accordance with the following:

11 The arbiter, once appointed, will inform the parties as to the procedures which will be followed.
12

- 13 a. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall
14 be empowered to request, through subpoena, if necessary, such data and testimony as
15 the arbiter deems pertinent to the grievance and shall render a decision in writing to
16 both parties within thirty (30) days, unless mutually extended, of the closing of the
17 record.
18 b. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s)
19 presented for arbitration which decision shall be final and binding on both parties.
20 c. The arbiter shall rule only on the basis of information presented at the hearing and shall
21 refuse to receive any information after the hearing except by mutual agreement.
22 d. Each party to the proceedings may call such witnesses as may be necessary in the order
23 in which their testimony is to be heard. Such testimony shall be limited to the matters
24 set forth in the written statement of the grievance.
25 e. The arguments of the parties may be supported by oral comment and rebuttal. Either or
26 both parties may submit written briefs within a time period mutually agreed upon. Such
27 arguments of the parties, whether oral or written, shall be confined to and directed at the
28 matters set forth in the grievance.
29

30 **Section 23.5.5.2. Arbitration Fees.**

- 31 a. Each party shall pay any compensation and expenses relating to its own witnesses and
32 representatives.
33 b. Each party shall bear one-half (1/2) of the fee of the arbiter and any other expenses jointly
34 incurred by mutual agreement incident to the arbitration hearing.
35

36 **Section 23.5.5.3. Binding Effects of Award.**

37 All decisions arrived at under the provisions of this Article by the representatives of the
38 Employer and the Union at Steps 1, 2 and 3, or by the arbiter, shall be final and binding upon
39 both parties: provided, however, that in arriving at such decision, neither of the parties or the
40 arbiter shall have the authority to alter this Agreement in whole or in part.
41

42 **Section 23.5.5.4. Limits of the Arbiter.**

43 The arbiter can not order the Employer to take action contrary to the law.
44

45 **Section 23.5.5.5. No Duty to Maintain Status Quo.**

46 The Employer has no duty to maintain the status quo or to restore the status quo pending
47 arbitration. But if return to the status quo is ordered by the arbiter, the return shall be affected
48 as per the arbiter's award.
49

1 **Section 23.5.5.6. Freedom from Reprisal.**

2 There will be no reprisals against the grievant or others as a result of his/her participation in
3 this process.
4
5
6

7 **ARTICLE XXIV**

8
9 **TRANSPORTATION**
10

11 **Section 24.1. Daily Assignment.**

12 All drivers scheduled for a daily driving assignment shall be compensated at the regular rate of pay
13 shown in the wage schedule of this Agreement for a guaranteed shift of two (2) hours per run. With
14 the exception of the Eastsound route, the guaranteed daily shift shall consist of two (2) separate (2)
15 hour bus runs, include all normal/routine transportation duties such as bus warm-up, pre-operation
16 inspection, bus clean-up, fueling and record keeping. If normal/routine duties require more than an
17 average of two (2) hours per daily shift, compensation for all excess time shall be at the appropriate
18 rate of pay.
19

20 **Section 24.1.1. Eastsound Route.**

21 The Eastsound route is guaranteed ninety (90) minutes or one point five (1.5) hours per run.
22 This route includes one (1) round trip per day.
23

24 **Section 2.4.1.2. Route Review.**

25 Normal/routine duties and the time required to perform them shall be reviewed by the District
26 at the end of each semester and adjusted upward if actual time worked per round trip is five (5)
27 minutes more than two (2) hours/trip.
28

29 **Section 24.2. Additional Duties.**

30 Drivers will be paid and compensated for additional duties.
31

32 **Section 24.2.1. Bus Washing.**

33 One (1) hour of additional time per month to wash buses shall be reported for payment on a
34 timesheet.
35

36 **Section 24.2.2. Special Runs.**

37 All drivers assigned to special runs shall receive notice of duty at least twenty-four (24) hours
38 in advance, whenever possible.
39

40 **Section 24.2.2.1. Special Runs – Compensation.**

41 Drivers shall receive a minimum to two (2) hours pay for each special duty call. A special duty
42 call is defined as any work other than a normal work shift and work day. If there are less than
43 thirty (30) minutes between driving assignments, the appropriate wage rate shall continue
44 uninterrupted.
45

46 **Section 24.3. Co-Curricular Trips.**

47 Co-curricular trips shall be paid at the regular rate of pay as specified in the salary schedule, excepting
48 all stand-by time which shall be paid at one-half (1/2) of the regular rate or minimum wage, whichever
49

1 is greater. Standby time shall be defined as all time the driver is not driving or preparing the vehicle
2 for driving or is not required by the District to be in physical control of the vehicle.

3 **Section 24.3.1. Co-Curricular Trips – Assignment.**

4 Assignments of co-curricular bus runs shall be determined by driver availability.

5
6 **Section 24.4. Off Island/Overnight Trips.**

7 All drivers for all island trips shall keep a log book of all hours worked both driving and stand-by time.
8 On all overnight trips, once a driver’s services are no longer required, there shall be no wages paid
9 until the following day when the driver’s responsibilities resume. Meals and lodging expenses shall be
10 reimbursed per District policy. On trips lasting for more than one (1) day, all drivers will be provided
11 sufficient uninterrupted time off for the rest time in the interest of driving safety.
12
13
14

15 **ARTICLE XXV**

16 **CONTRACT COMPLIANCE**

17
18 **Section 25.1. Conflict with Law.**

19 If any clause in this Agreement is in conflict with any Federal or Washington State laws now in
20 existence or any laws that may hereafter be enacted by those constituted authorities, then such clause
21 or clauses shall be re-bargained to conform with such laws.
22
23
24

25 **ARTICLE XXVI**

26 **TERM OF AGREEMENT**

27
28 **Section 26.1. Term of Agreement.**

29 This Agreement shall be effective from September 1, 2011 to August 31, 2013.
30
31
32
33

34 PUBLIC SCHOOL EMPLOYEES
35 OF WASHINGTON/SEIU Local 1948
36
37

38 PUBLIC SCHOOL EMPLOYEES OF
39 ORCAS ISLAND

ORCAS ISLAND SCHOOL DISTRICT#137

40
41
42 BY: _____
43 Janette Reid, President

BY: _____
Barbara Kline, Superintendent

44
45
46 DATE: _____

DATE: _____

SCHEDULE A
 Public School Employees of Orcas Island
 September 1, 2011 – August 31, 2012

	1 st Year	2-5 Years	6-10 Years	11-15 Years	16-20 Years	21+ Years
Hourly Rate						
Transportation						
Director	\$17.41	\$19.43	\$19.83	\$20.22	\$20.62	\$21.04
Driver	\$15.05	\$16.80	\$17.14	\$17.48	\$17.83	\$18.18
Food Service						
Director	\$17.41	\$19.43	\$19.83	\$20.22	\$20.62	\$21.04
Cook	\$13.56	\$15.13	\$15.43	\$15.74	\$16.05	\$16.38
Cafeteria Assistant	\$11.58	\$12.93	\$13.18	\$13.45	\$13.72	\$13.99
Office						
Office Manager	\$15.11	\$16.86	\$17.20	\$17.54	\$17.89	\$18.25
Secretary/Clerk	\$12.95	\$14.45	\$14.74	\$15.03	\$15.33	\$15.64
Facilities/Grounds						
Facilities Director	\$17.41	\$19.43	\$19.83	\$20.22	\$20.62	\$21.04
Grounds & Maintenance	\$15.50	\$17.30	\$17.65	\$18.00	\$18.36	\$18.73
Custodian	\$13.87	\$15.48	\$15.79	\$16.11	\$16.43	\$16.76
Paraeducator						
Level 1	\$13.13	\$14.66	\$14.95	\$15.25	\$15.55	\$15.87
Level 2	\$13.89	\$15.50	\$15.81	\$16.13	\$16.45	\$16.78
Level 3	\$14.65	\$16.34	\$16.67	\$17.00	\$17.34	\$17.69
Skills Specific	\$18.25	\$20.36	\$20.78	\$21.19	\$21.61	\$22.04
Professional/Technical						
Technology Specialist	\$17.41	\$19.43	\$19.83	\$20.22	\$20.62	\$21.04
Library Technician	\$14.65	\$16.34	\$16.67	\$17.00	\$17.34	\$17.69
PIP Coordinator	\$17.41	\$19.43	\$19.83	\$20.22	\$20.62	\$21.04
RTL Family Advocate	\$19.60	\$21.87	\$22.31	\$22.76	\$23.22	\$23.68
OIPP Youth Leader	\$19.60	\$21.87	\$22.31	\$22.76	\$23.22	\$23.68

Temporary Work Hourly Rate = \$12.00

APPENDIX A

Performance Evaluation Report Orcas Island School District Classified Employees

Date: _____

Employee Name: _____ Evaluation type: Probation Annual

Period of Report: From _____ to _____ School or Department: _____

Job Title _____

Categories	Exceeds Criteria	Meets Criteria	Unsatisfactory/Needs Improvement
Quality Of Work: Accuracy, thoroughness, effectiveness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mastery of Job: Extent to which the employee demonstrates level of performance required by job	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flexibility/Adaptability: Extent to which employee is able to adjust to new situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiative: Demonstrated willingness to exceed minimum job performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dependability: Reliability; degree to which employee can be depended upon to complete tasks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attendance/Punctuality: Adherence to assigned hours and days of work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication Skills: Ability to communicate in writing and speech	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judgment: Decision-making based on considering appropriate information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Evaluator's Comments: _____

Employee's Comments: _____

Evaluator: _____ Date: _____

The signature below does not necessarily imply that the employee agrees with the preceding report, but only that he/she has seen and discussed it with the evaluator and/or supervisor.

Employee's Signature: _____ Date: _____