

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**Chehalis School District #302**

AND

**Public School Employees of Chehalis**

SEPTEMBER 1, 2016 THROUGH AUGUST 31, 2019



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

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**PREAMBLE**

This agreement is made and entered into between Chehalis School District #302 (hereinafter "District") and the Chehalis Chapter of Public School Employees, an affiliate of the Public School Employees of Washington / SEIU Local 1948 (hereinafter "Association").

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

**ARTICLE I**

**RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1.1.**

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

**Section 1.2.**

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy or administrative assistant imply a confidential relationship to the board of directors or superintendent of the District.

**Section 1.3.**

Modification of existing positions or the creation of new positions, shall require reopening of this agreement pursuant to Article XVIII, Section 18.3.

**Section 1.4.**

The members eligible for this agreement shall consist of all classified employees in the food service, custodial and maintenance units, excluding the food service supervisor, assistant food services supervisor, district maintenance supervisor, part-time student help, and employees that do not fall under the legal definition of regular part-time employees.

**Section 1.5.**

The District shall have the right to create new positions as long as the position does not last more than thirty (30) working days; provided further, that existing personnel are not shifted to these positions.

**Section 1.6.**

Substitute employees working more than thirty (30) working days during any single fiscal year shall be considered regular part-time employees for all purposes of this agreement except Section 10.7.

Substitute employees shall not accrue sick leave nor will they be paid District medical benefits unless they work in the same position in excess of ninety (90) calendar days. Such status may not be lost unless the employee separates from employment in accordance with the provisions of this agreement, is a voluntary quit, or is not employed in any given school year.

**ARTICLE II**

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## RIGHTS OF THE EMPLOYER

### **Section 2.1. Management Rights.**

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District except as modified herein and subject to the terms and conditions of this agreement. Included in these rights, without limitation, in accordance with and subject to applicable laws, regulations, and the provisions of this agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions and job duties; the right to suspend, discharge, demote, or take other disciplinary action against employees; to modify job descriptions for reasonable cause and the right to release employees from duties necessitated by lack of work, loss of revenue, project termination, or for other legitimate reasons. The District shall retain the right of District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

### **Section 2.2.**

During the term of this agreement, it is expressly agreed that rights of the board, as contained in this agreement, may be exercised by the board without necessity of prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action. The District reserves the right to require a drug/alcohol test of any employee covered by this agreement whenever there is a reasonable suspicion of misuse. Should such test reveal prohibited drug/alcohol use, the District also reserves the right to make whatever requirements and/or job actions are appropriate as consistent with prevailing laws and regulations.

### **Section 2.3.**

The employer shall have the right to bring matters of personal concern to the attention of the appropriate Association bargaining representative and/or the individual employee over whom the concern is generated; provided, however, this provision shall not be used by the employer to deny to the employee his/her right to be represented by the Association in the event the employee so desires.

### **Section 2.4.**

Nothing contained in this agreement shall limit the District's right to contract or subcontract work that is in addition to that work normally performed by the employees in the bargaining unit. If the District decides to alter or eliminate any operation which would reduce or eliminate any position in the bargaining unit, it shall inform the Association and permit the Association the opportunity of input on the matter prior to implementation of such alteration or elimination.

### **Section 2.5.**

Without limiting the generality of the foregoing or infringing upon the rights of the employees or the Association contained herein, it is expressly recognized that the board's operational and managerial responsibility includes:

- A. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or to close old facilities.
- B. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.

1 **Section 2.6.**

2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
3 District. In making rules and regulations relating to wages, hours, and matters of working conditions,  
4 the District shall give due regard and consideration to the rights of the Association and the employees  
5 and to the obligations imposed by this agreement.  
6  
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9 **ARTICLE III**

10 **RIGHTS OF EMPLOYEES**

11  
12  
13 **Section 3.1.**

14 It is agreed that all employees subject to this agreement shall have the right, freely and without  
15 management coercion, penalty, or reprisal, to join, assist, and hold office in the Association. The  
16 freedom of such employees to assist the Association shall be recognized as extending to participation  
17 in the management of the Association, including presentation of the views of the Association to the  
18 board of directors of the District or to appropriate groups or individuals. The District shall refrain from  
19 encouraging or discouraging membership in the employee organization.  
20

21 **Section 3.2.**

22 Each employee shall have the right to bring matters of personal concern to the attention of appropriate  
23 Association representatives and/or appropriate officials of the District.  
24

25 **Section 3.3.**

26 So long as it does not unduly disrupt the work operation, employees subject to this agreement have the  
27 right to have Association representatives present at discussions between themselves and supervisors or  
28 other representatives of the District as hereinafter provided.  
29

30 **Section 3.4.**

31 Each employee reserves and retains the right to delegate any right contained in this agreement,  
32 exclusive of compensation for services rendered, to appropriate officials of the Association.  
33

34 **Section 3.5. Personnel Files.**

35 **Section 3.5.1.**

36 The official files on employees are confidential and as such shall be available for inspection  
37 only to the supervisory and confidential employees of the District. The employee shall have  
38 the opportunity to review all materials, such as evaluations originating from District  
39 supervisors, before they are made a permanent part of the personnel file.  
40  
41

42 **Section 3.5.2.**

43 The employee shall have the right to review all materials in his/her personnel file without prior  
44 appointment provided that District authorized personnel are available to inventory the file  
45 before and after review of the file by the employee.  
46  
47  
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1           **Section 3.5.3.**

2           Correspondence or materials reflecting on an employee's character or competence shall be  
3           placed in the employee's personnel file only after the employee has been shown a copy thereof.  
4           Thereafter, the employee shall be allowed to attach his/her written comments or rebuttals in  
5           response to such correspondence or materials.

6  
7           **Section 3.5.4.**

8           Copies of personnel file contents may be made by the employee at his/her sole expense.

9  
10          **Section 3.5.5.**

11          All written notices and evaluations will remain in the official personnel record of an employee.  
12          An employee may request the removal of any item(s) after one (1) year, except evaluations; the  
13          decision shall be at the judgment of the superintendent or designee.

14  
15          **Section 3.5.6.**

16          Any material reflecting on an employee's character or competence not shown to an employee  
17          by the District shall not be allowed in any disciplinary action against the employee.

18  
19          **Section 3.6.**

20          All employees subject to this agreement required to work during scheduled Association meetings shall  
21          be allowed up to ninety (90) minutes off to attend such meetings to a maximum of one time per month;  
22          provided, that such employee make up such time at the end of his/her shift; and provided further, that  
23          such meetings shall not interfere with scheduled activities in the District, as determined by the  
24          administration.

25  
26          **Section 3.7.**

27          Each employee's performance shall be evaluated at least annually by the employee's immediate  
28          supervisor; provided, however, that employees may be evaluated more than once per year at the  
29          District's discretion. Bargaining unit members will not administer such evaluations. The employee  
30          shall be required to sign a copy of his/her evaluation acknowledging receipt. The employee may attach  
31          up to one (1) page of comments. The evaluation form shall be developed by the District and may be  
32          changed from one (1) year to the next. The evaluation will cover specific performance in job related  
33          tasks, attitude, work-related appearance, direction, and dress among other attributes.

34  
35          **Section 3.8.**

36          All employees are to be hired on a probationary basis for the first ninety (90) days, during which their  
37          performance and suitability for the job are to be appraised by their supervisor. Every reasonable effort  
38          should be made to help a probationary employee achieve satisfactory performance, but he/she may be  
39          terminated at any time during the probationary period with no appeal rights. The reasons for  
40          termination will be thoroughly documented, placed in the employee's file, and made available to the  
41          Union.

42  
43          After satisfying the probationary period, each employee will be evaluated at least once annually. Any  
44          employee whose performance or conduct does not meet the requirements of their job will:

- 45  
46           A.    Be so informed orally by their supervisor.  
47           B.    Be informed that failure to correct the problem will result in a written warning.  
48           C.    Be given an opportunity to correct the deficiency(ies).

1 An employee who refuses or who is unable to correct unsatisfactory performance or conduct after a  
2 month (20 working days) is to receive a written warning. This warning will be communicated through  
3 the use of a written memo that specifies the reason(s) for the warning and the corrective action which  
4 must be taken by the employee. A time limit of a month (20 working days) will be set. The employee  
5 is required to sign a copy of the memo acknowledging receipt, not necessarily agreement.  
6

7 If an employee fails to correct his/her deficiencies within the twenty (20) working day warning period,  
8 a formal probation will be enacted. An employee on probation will be given the specific required  
9 improvement(s) in writing which the employee must accept with written acknowledgement. The  
10 probationary period shall be thirty (30) working days unless the District agrees to a greater or lesser  
11 time period. The employee shall be evaluated at least once during the probationary period and at the  
12 end of the probationary period. The District will determine whether the employee has satisfied the  
13 probationary requirements; failure to satisfy probationary requirements will result in termination. The  
14 initiation of the probation is not subject to the grievance procedure, but an employee retains the rights  
15 contained in Article XI of the Collective Bargaining Agreement.  
16

### 17 **Section 3.9**

18 The union recognizes that the employer may set general standards of appropriate dress. Food Service  
19 employees may be subject to general standards of appropriate dress and are required to wear name  
20 badges and an official apron. All other employees may be required to wear name badges.  
21  
22

## 23 **ARTICLE IV**

### 24 **RIGHTS OF THE ASSOCIATION**

#### 25 **Section 4.1.**

26 The Association has the right and responsibility to represent the interests of all employees in the unit;  
27 to present its views to the District on matters of concern, either orally or in writing, and to enter  
28 collective negotiations with the object of reaching an agreement applicable to all employees within the  
29 bargaining unit. The Association reserves and retains the right to delegate any right contained herein  
30 to appropriate officials of the Public School Employees of Washington / SEIU Local 1948 state  
31 organization.  
32  
33

#### 34 **Section 4.2.**

35 PSE is entitled to have an observer at hearings conducted by the Employer and its officials arising out  
36 of a grievance and to make known PSE's views concerning the case. The Employer will provide PSE  
37 notification of grievances at the Step 3 level and disciplinary actions at the probation level within five  
38 (5) working days.  
39  
40

#### 41 **Section 4.3.**

42 The Association shall promptly supply each new employee with a copy of the current bargaining  
43 agreement and the District will promptly inform each new employee of the provisions of any  
44 maintenance of membership article.  
45  
46  
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48

1 **Section 4.4.**

2 The president of the Association and other local designated Union officials will be permitted time off  
3 up to a maximum of twelve (12) days per year (total for all persons) to attend to Union business. The  
4 Employer will accept reimbursement for the employee's missed time for cost of substitute, if used, if  
5 the employee prefers to stay on District pay. Members of the Union may also request permission to  
6 attend training opportunities on District time; the decision will be the province of the Employer.

7  
8 **Section 4.5.**

9 Representatives of the Association, after checking in with the school office, shall have admittance to  
10 the District premises during business hours, provided that no conferences or meetings between  
11 employees and Association representatives will in any way hamper or obstruct the normal flow of  
12 work.

13  
14 **Section 4.6.**

15 The Association may, after October 1 of any year, request the name, position, hire date, and rate of  
16 each bargaining unit member.

17  
18 **Section 4.6.1.**

19 Each employee hired during the term of this agreement will be provided with a copy of this  
20 agreement (printed and supplied by PSE) and specifically apprised of the Union security  
21 provisions contained therein.

22  
23 **Section 4.6.2.**

24 The Employer shall provide information about substitute and temporary employees periodically  
25 upon request of the Association president.

26  
27 **Section 4.7. Bulletin Boards.**

28 The District shall provide a bulletin space in each school for the use of the Association. The bulletins  
29 posted by the Association are the responsibility of the officials of the Association. Each bulletin shall  
30 be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not  
31 be posted. There shall be no other distribution or posting by employees or the Association of  
32 pamphlets, advertising, political matters, notices of any kind, or literature on District property, other  
33 than herein provided.

34  
35 **Section 4.7.1.**

36 The responsibility for the prompt removal of notices from the bulletin space after they have  
37 served their purpose shall rest with the individual who posted such notices.

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41 **ARTICLE V**

42  
43 **CONSULTATION AND NEGOTIATION**

44  
45 **Section 5.1.**

46 It is agreed and understood that matters appropriate for consultation and negotiation between the  
47 District and the Association are wages, hours, grievance procedures and working conditions of those  
48 employees in the bargaining unit subject to this agreement.



1 **Section 5.2.**

2 Except as specifically provided for in this agreement, and except pursuant to the provisions of  
3 Article XVIII, the matters contained in or spoken to in this agreement are not subject to further  
4 negotiation between the parties during the term of this agreement.  
5

6 **Section 5.3.**

7 The Association will, from time to time, as appropriate, be advised of current and predicted workload  
8 information.  
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11

12 **ARTICLE VI**

13 **ASSOCIATION REPRESENTATION**

14  
15 **Section 6.1.**

16 The Association representatives may represent the Association and employees in grievance and  
17 collective bargaining procedures. They may advise employees of rights and procedures outlined in this  
18 agreement and applicable regulations for resolving the grievance(s).  
19  
20

21 **Section 6.2.**

22 Time during working hours will be allowed Association representatives for attendance at meetings  
23 with the District. Time will also be allowed for representatives to discuss with the employees  
24 grievances. Association representatives will guard against the use of excess time in handling of such  
25 matters. Unless the District and the Association mutually agree, time during working hours shall not be  
26 allowed for negotiation sessions.  
27

28 **Section 6.3.**

29 Either party may request two (2) meetings per year for the purposes of general communication at a  
30 mutually agreed upon time and place.  
31  
32  
33

34 **ARTICLE VII**

35 **HOURS OF WORK**

36  
37 **Section 7.1.**

38 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)  
39 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an  
40 employee to work a workweek of any five (5) consecutive days followed by two (2) consecutive days  
41 of rest.  
42  
43

44 **Section 7.2.**

45 Each employee shall be assigned to definite and regular work hours and work week, which shall not be  
46 changed without prior notification to the employee of at least ten (10) work days, except in emergency  
47 situations or conditions, or if the District and Association agree to waive the ten (10) day notification.  
48

1 **Section 7.3.**

2 Each employee shall be assigned to a definite shift with designated times of beginning and ending.  
3 The first shift is defined as any work shift beginning between 5:00 a.m. and 11:59 a.m. The second  
4 shift is defined as any work shift beginning between 12:00 noon and 9:59 p.m.  
5

6 **Section 7.3.1.**

7 The first shift shall consist of eight and one-half (8½) hours, for eight (8) hours compensation,  
8 including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is  
9 practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second  
10 half rest period, both of which rest periods shall occur as near the middle of each half shift as is  
11 practicable.  
12

13 **Section 7.3.2.**

14 The second shift shall consist of eight and one-half (8½) hours, for eight (8) hours compensation,  
15 including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is  
16 practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second  
17 half rest period, both of which rest periods shall occur as near the middle of each half shift as is  
18 practicable.  
19

20 **Section 7.3.3.**

21 The length of shifts in the foregoing sections shall apply to 1.0 FTE employees only.  
22

23 **Section 7.4.**

24 The District shall comply with applicable laws and regulations as regards required rest periods and  
25 lunch breaks for employees covered by this agreement.  
26

27 **Section 7.5.**

28 Employees required by the District to work through their regular lunch periods will be given time to  
29 eat at a time agreed upon by the employee and supervisor. In the event the District requires an  
30 employee to forego a lunch period and the employee works the entire shift, including the lunch period,  
31 the employee shall be compensated for the foregone lunch period.  
32

33 **Section 7.6.**

34 Employees requested to work a shift regularly filled by a higher classification employee shall receive  
35 compensation equal to that normally received by the employee in the higher classification, provided  
36 that such an employee has worked one (1) day or more in the higher classification position.  
37 Subsequent times filling the same higher classification position by the same employee will be  
38 compensated at the higher rate for the entire time worked.  
39

40 **Section 7.7.**

41 In the event of school closure due to unforeseen circumstances, the District will make reasonable effort  
42 to notify each employee to refrain from coming to work. Employees reporting to work due to the  
43 failure of the District to make reasonable effort of notification shall receive two (2) hours pay at their  
44 base rate.  
45  
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1 **Section 7.8.**

2 District designated food service employees shall receive paid time before the school year begins for  
3 preparation, after school ends for clean up, and time during the summer for planning as determined by  
4 the District.

5  
6 **Section 7.9.**

7 The District will comply with RCW 28A.405.070 and Policy 5222 as regards job sharing.

8  
9 **Section 7.9.1.**

10 Employees in two (2) classifications would be on two (2) seniority lists.

11  
12 **Section 7.10. Overtime.**

13 Overtime assignments shall be available to all employees within the classification where overtime  
14 occurs. The District shall make overtime assignments based on alternate assignments that provide  
15 relative equal participation by employees, skills required, emergency conditions, and availability of the  
16 employee.

17  
18 **Section 7.10.1.**

19 All hours worked in excess of eight (8) hours per day or forty (40) hours per regular work week  
20 shall be compensated at the rate of one and one-half (1½) times the employee's base pay.

21  
22 **Section 7.10.2.**

23 All District required hours worked on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive days shall be  
24 compensated at the rate of one and one-half (1½) times the employee's base pay.

25  
26 **Section 7.10.3.**

27 Food service employees who are required by the District to perform special services outside  
28 their regular work shift shall be compensated at one and one-half (1½) times their base rate.

29  
30 **Section 7.10.4.**

31 Employees called back on a regular workday, or called on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>)  
32 consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.

33  
34 **Section 7.11.**

35 Employees subject to this agreement shall be eligible to apply for other District authorized positions.

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39 **ARTICLE VIII**

40  
41 **HOLIDAYS AND VACATIONS**

42  
43 **Section 8.1. Holidays.**

44  
45 **Section 8.1.1.**

46 All employees working forty (40) hours per week shall receive the following paid holidays that  
47 fall within their work year.

48  
49 1. New Year's Day\*

7. Veterans' Day

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

\*When New Year's Day falls on a Saturday or Sunday, the holiday will be taken on the Friday immediately preceding that weekend.

\*\*When Christmas Day falls on a Saturday or Sunday, the holiday will be taken on the Monday immediately following that weekend.

**Section 8.1.1.1.**

In those years when a 261<sup>st</sup> day occurs, employees shall collectively schedule the 261<sup>st</sup> day on the second day following Christmas.

**Section 8.1.2.**

All employees working less than forty (40) hours per week shall receive the following paid holidays that fall within their work year.

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

\* When Christmas Day falls on a Saturday or Sunday, the holiday will be taken on the Monday immediately following that weekend.

\*\*When New Year's Day falls on a Saturday or Sunday, the holiday will be taken on the Friday immediately preceding that weekend.

**Section 8.1.3. Unworked Holidays.**

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

**Section 8.1.4. Worked Holidays.**

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, plus one and one-half (1½) their base rate for all hours worked on such holidays.

1 **Section 8.1.5. Holidays During Vacation.**

2 Should a holiday occur while an employee is on vacation, the employee shall be required to  
3 take one (1) extra day of vacation with pay in lieu of the holiday as such.  
4

5 **Section 8.2. Vacations.**

6  
7 **Section 8.2.1. Eligibility Requirements.**

- 8
- 9 A. Regular employees, regardless of position, working forty (40) hours or more a week.
- 10
- 11 B. Regular twelve (12) month part-time Custodial-Maintenance employees working less  
12 than forty (40) hours per week, including summer work schedules, shall be eligible  
13 for a prorated vacation based upon their FTE.  
14

15 **Section 8.2.2. Vacation Length.**

16 The number of completed years of continuous service with the District determines the length of  
17 vacations. Continuous service is calculated from the first day of regular full-time employment  
18 (2,080 hours) or rehire, whichever is later. This day is called the employment anniversary date.  
19

20 Eligible employees earn vacations according to this schedule.

21 **Beginning of Year:**

22 One through Five Years	Two Weeks per Year.
23	
24 Six through Ten Years	Three Weeks per Year.
25	
26 Eleven through Eighteen Years	Three weeks plus one additional day for each
27	additional year of service to a maximum of twenty (20)
28	vacation days per year.
29	
30 Nineteen Years	Four weeks plus one additional day for each additional
31	year to a maximum of twenty-five (25) days per year.
32	
33	

34 **Section 8.2.3. Cessation Of Vacation Allowance.**

35 An employee will cease to earn a full vacation allowance if he changes from full-time status to  
36 a part-time basis of less than forty (40) hours per week. However, he will be entitled to any  
37 vacation allowance earned to the date of change if he has completed twelve (12) months or  
38 more of continuous service. If he later returns to full-time status, he will begin accruing  
39 vacation credits from the new date, with no credit given for earlier service.  
40

41 **Section 8.2.4. Vacation Pay Calculations.**

42 Vacation pay is calculated at the employee's base rate in effect at the time of his vacation.  
43 Vacation time is not counted as hours worked in computing time.  
44

45 **Section 8.2.5. Vacation Period.**

46 Vacation period is between the employee's employment anniversary dates. The vacation year  
47 is defined as the twelve (12) month period between the employment anniversary dates.  
48

1 **Section 8.2.6. Scheduling Of Vacation.**

2 The method of scheduling is according to the desires of employees and the District. Employee  
3 desires are given consideration on the basis of seniority in the job, and length of services with  
4 the District. Also considered is the wish of married people to coincide their vacation with those  
5 of their family. Hand-in-hand with management's responsibility to its employees, is its  
6 responsibility to maintain continuous operations. Work stations must also be adequately  
7 staffed to avoid placing an undue burden on other non-vacationing employees. Decision on  
8 employee schedules will be made with all mentioned above plus those implied. Summer  
9 vacations are encouraged. Vacation dates shall be submitted in writing to the immediate  
10 supervisor for consideration based on the above mentioned criteria.

11  
12 **Section 8.2.7. Changing Vacation Time.**

13 Once a vacation time has been chosen by the employee, and the remainder of the employees  
14 have been scheduled, the schedule will be considered permanent for that year. However, if the  
15 employee wishes to change his vacation due to circumstances beyond his control, the  
16 management will consider it, but only if the period is available. In this case, an employee  
17 cannot move another employee out of his vacation time if that employee does not so consent.

18  
19 **Section 8.2.8. Vacation Accumulation.**

20 Accumulation of vacation is not permitted. Vacations are non-continuous from one year to the  
21 next; provided, however, when an extended vacation is planned one year in advance in  
22 conjunction with the District, such an extended vacation shall not exceed five (5) weeks in  
23 length.

24  
25 **Section 8.2.8.1.**

26 An employee may accumulate up to two hundred and forty (240) hours vacation the  
27 year of retirement for experience and service recognition (intended for cash-out  
28 purposes).

29  
30 **Section 8.2.9. Splitting Vacation.**

31 Splitting of vacations will be permitted only by consent of both parties.

32  
33 **Section 8.2.10. Effect Of Vacation On Employee Benefits.**

34 The effects of a vacation on employee benefits are as follows.

- 35  
36 1. Seniority continues.  
37 2. Paid sick leave credits continue.  
38 3. When a legal holiday observed by the District falls within an employee's vacation, he is  
39 entitled to a compensating day off with pay within the same calendar year after the  
40 holiday at a time agreeable to the supervisor. The day may be taken in conjunction with  
41 his vacation.

42  
43 **Section 8.2.11. Vacation Allowance Credit.**

44 Vacation allowances are earned on a month-to-month basis. Vacation days will be front-loaded  
45 on the employee's anniversary date. Should an employee terminate for any reason prior to an  
46 anniversary date, the final salary is adjusted for the number of vacation days due to, or due  
47 from, the employee since the last employment anniversary date as designated in the table  
48 below. Pay in lieu of an earned vacation allowance, full or partial, will not be permitted;  
49 except, for the one time catch up from calendar year calculation to the anniversary year

1 calculation, final retirement year per Section 8.2.8.1, or other circumstances mutually agreed to  
2 by the parties of this agreement.

3  
4 The employee's salary is adjusted as follows.

- 5
- 6 1. The employee's final salary is increased for the number of vacation days earned, but  
7 not taken to the date of termination.
- 8 2. The employee's final salary is decreased for the number of vacation days taken, but  
9 not earned to the date of termination.

10  
11 An employee's vacation begins at the conclusion of the last regular work shift prior to the date  
12 established as the vacation period.

13  
14 Partial Vacation Table

15	16	17 <u>Vacation Days Earned</u>	
18	19 <u>Month of Employment From Last</u>	20 <u>Two Week Basis</u>	21 <u>Three Week Basis</u>
22	23 <u>Employment Anniversary Date</u>		
24	25 <u>(To Nearest Full Month)</u>		
26	27 1	28 1	29 1
30	31 2	32 2	33 3
34	35 3	36 3	37 4
38	39 4	40 3	41 5
42	43 5	44 4	45 6
46	47 6	48 5	49 8
50	51 7	52 6	53 9
54	55 8	56 7	57 10
58	59 9	60 8	61 11
62	63 10	64 8	65 13
66	67 11	68 9	69 14
70	71 12	72 10	73 15

74 In using this table, it must be remembered the employee is eligible to receive those vacation  
75 days earned if the employee has worked less than twelve (12) continuous months.

76  
77 **ARTICLE IX**

78  
79 **LEAVES**

80  
81 **Section 9.1. Sick Leave And Emergency Leave.**

82 Annually, at the beginning of each school year, all employees shall be credited with an allowance of  
83 twelve (12) days with full pay to be used for personal absence from work caused by the employee's  
84 illness, injury and emergencies to the bargaining unit member or bargaining unit member's immediate  
85 family with two (2) of these days designated for bargaining unit members to conduct matters requiring  
86 the employee's personal attention.

87  
88 A maximum of twelve (12) days of unused annual leave as contained in this section may accumulate  
89 from year to year to a maximum of one hundred eighty (180) days for purposes of RCW 28A.400.210

1 and 28A.400.220, and for leave purposes up to a maximum of the number of contract days agreed to in  
2 a given contract, but not greater than one (1) year.

3  
4 **Section 9.1.1.**

5 At the end of each year, the employer will provide each employee with an accounting of his/her  
6 accumulated sick leave.

7  
8 **Section 9.1.2.**

9 Upon return to employment with the employer, any former employee shall be credited with the  
10 balance of unused sick leave accumulated at the time of termination of his/her employment  
11 with the employer.

12  
13 **Section 9.1.3.**

14 An employee absent five (5) consecutive work days, upon written request of the  
15 superintendent, shall provide to the District within five (5) days of receipt of said request, a  
16 written statement from the treating physician certifying continued illness and necessity for  
17 continued sick leave status.

18  
19 **Section 9.1.4.**

20 In the event the employee has been on extended sick leave due to injury or extended illness, or  
21 communicable disease, the employee shall provide to the District, at one (1) day prior to the  
22 date the employee intends to return to work, a written statement of treating physician certifying  
23 the employee is able to return to work status without danger to the employee and his/her  
24 personnel contacts.

25  
26 **Section 9.1.5. Sick Leave Attendance Incentive.**

27 Sick leave accumulated under this section may be applied toward an attendance incentive plan  
28 in the following manner.

- 29
- 30 1. In January of the year following any year in which a minimum of sixty (60) days of  
31 leave for illness or injury is accrued, and each January thereafter, any eligible employee  
32 may exercise an option to receive remuneration for unused leave for illness or injury  
33 accumulated in the previous year at a rate equal to one days monetary compensation of  
34 the employee for each four (4) full days of accrued leave for illness or injury in excess  
35 of sixty (60) days. Leave for illness or injury for which compensation has been  
36 received shall be deducted from accrued leave for illness or injury at the rate of four (4)  
37 days for every one days monetary compensation; PROVIDED, that no employee may  
38 receive compensation under this section for any portion of leave for illness or injury  
39 accumulated at a rate in excess of one (1) day per month.
  - 40  
41 2. At the time of separation from school district employment, an eligible employee or the  
42 employee's estate shall receive remuneration at a rate equal to one (1) days current  
43 monetary compensation of the employee for each four (4) full days accrued leave for  
44 illness or injury.

45  
46  
47 Monies received under this section shall not be included for the purpose of computing a  
48 retirement allowance under any public retirement system in this state.



- 1           3. All provisions contained herein shall be subject to uniform rules and regulations  
2           promulgated by the Superintendent of Public Instruction.  
3  
4           4. Should the legislature revoke any benefits granted under this section, no effected  
5           employee shall be entitled thereafter to receive such benefits as a matter of contractual  
6           right.  
7  
8           5. The District will grant employees who do not use any sick leave during their work year  
9           (September 1 - August 31) with an additional “personal day” to be used the following  
10          year for each year of this agreement. Employees hired after the beginning of the school  
11          year and meet other eligibility requirements and work less than .5 of their work year  
12          will receive ½ of their regularly scheduled workday. All others who meet eligibility  
13          requirements will receive a full workday.  
14

15           **Section 9.1.6.**

16           Should the one hundred eighty (180) day maximum accumulation of sick leave as noted in this  
17           section be modified by legislative or court action, the accumulation of such sick leave for  
18           purposes of personal illness and emergency, and the employee attendance incentive plan shall  
19           conform to the maximum allowed by the legislative or court action.  
20

21           **Section 9.1.7.**

22           Employees are eligible for Worker’s Compensation benefits as specified by Washington State  
23           law.  
24

25           **Section 9.1.8.**

26           The Employer agrees to negotiate and implement a mutually agreeable leave sharing procedure  
27           for classified employees in accordance with the requirements of RCW 28A.400.380.  
28

29           **Section 9.2. Bereavement Leave.**

30           Each employee shall be entitled to five (5) days bereavement leave per occurrence to a maximum of  
31           ten (10) days bereavement leave annually, with full pay for absences caused by the deaths of an  
32           employee's child, step-child, grandchild, step-grandchild, niece, nephew, spouse, spouse equivalent,  
33           parent, step-parent, grandparent, guardian, aunt, uncle, sibling, step-brother, step-sister, sister-in-law,  
34           brother-in-law, or parent-in-law. Such bereavement leave shall not be deducted from sick leave.  
35           Bereavement leave is noncumulative.  
36

37           **Section 9.2.1.**

38           Employees may be granted one (1) day leave with pay taken from accrued sick leave to attend  
39           funerals for close long-term friends or relatives not named above. Extra days may be granted  
40           for travel without pay.  
41

42           **Section 9.3. Maternity Leave.**

43           Upon application under appropriate circumstances, the District board of directors shall grant maternity  
44           leave. Such leave shall commence at such time as the employee, the employer, or her medical advisor  
45           deem necessary. Employees granted maternity leave must return to work not later than one (1) year  
46           following the granting of the maternity leave. Before returning to work, the employee must be  
47           certified by her physician as ready and able to return, and must present such certification of health to  
48           the District prior to returning to work. No benefits or pay accrue to the employee while on maternity

1 leave. Any employee who is granted maternity leave may, at their option, be allowed compensation  
2 for maternity leave in accordance with the sick leave provisions herein.

3  
4 **Section 9.4. Judicial Leave.**

5 Employee codefendant or witness for District. In the event that an employee is named as a  
6 codefendant or witness for the District in a suit brought against the District or a person or entity other  
7 than the Association, and such employee is required to appear in court as a result thereof, such  
8 employee shall be compensated at appropriate base hourly rate.

9  
10 **Section 9.5. Jury Duty.**

11 In the event an employee is summoned to serve as a juror, such employee shall receive a normal days  
12 pay for each day of actual presence in court.

13  
14 **Section 9.6. Leave Of Absence.**

15  
16 **Section 9.6.1.**

17 Upon application through administrative channels, and upon recommendation of the immediate  
18 supervisor, the superintendent, and the approval of the board of directors, an employee may be  
19 granted a leave of absence, without pay, for a period not to exceed one (1) year. At the  
20 discretion of the board of directors, a leave of absence may be granted beyond one (1) year.

21  
22 **Section 9.6.2.**

23 The returning employee will be assigned to the position occupied before the leave of absence.  
24 Employees hired to fill positions of employees on leave of absence will be hired for a specific  
25 period of time, during which they shall be subject to all provisions of this agreement. It shall  
26 be the responsibility of the employer to inform replacement employees of their replacement  
27 status and length of employment limitations.

28  
29 **Section 9.6.3.**

30 The employee will retain previously accrued sick leave, vested vacation rights, and seniority  
31 rights while on leave of absence. However, vacation credits, sick leave, and seniority, and all  
32 other fringe benefits shall not accrue while the employee is on leave of absence; provided,  
33 however, that if such leave of absence is approved for extended illness or job-related injury,  
34 seniority shall accrue.

35  
36 **Section 9.7. Leave Accounting.**

37 All employees use of leave days shall be deducted from the employee's leave eligibility in two (2) hour  
38 multiples.

39  
40 **Section 9.8. Personal Leave.**

41 Up to three (3) days of personal leave may be granted annually to each employee, with pay, for the  
42 conducting of personal business matters during work hours that require the employee's personal  
43 attention. This leave is intended to be utilized when the business to be conducted cannot reasonably be  
44 scheduled during non-work hours. An unauthorized absence will result in loss of pay and possible  
45 discipline. The following criteria will be relied upon by the supervisor acting on a request for personal  
46 leave.

47  
48 **Section 9.8.1.**

49 The leave request shall be made at least one (1) day in advance.

1  
2 **Section 9.8.2.**

3 The employee will approach his/her supervisor (or designee) prior to the requested absence.  
4

5 **Section 9.8.3.**

6 There will be a limitation of no more than two (2) employees absent from a given building  
7 under the personal leave provision.  
8

9 **Section 9.8.4.**

10 This leave shall not be granted the first five (5) or the last five (5) work days of the school year,  
11 nor the first day prior to or the first day following any school vacation period.  
12

13 **Section 9.8.5.**

14 Personal leave is non-cumulative and non-transferable.  
15

16 **Section 9.8.6.**

17 Personal leave is to be requested using the standard District form.  
18

19 **Section 9.8.7.**

20 If a request for personal leave is denied, an appeal may be made to the superintendent or  
21 designee.  
22

23 **Section 9.8.8. Personal Leave Buyback.**

24 Unused excess personal leave days will be cashed out in July for Food Service employees at the  
25 employee's rate of pay on Schedule A. For all other employees, unused excess personal days  
26 will be cashed out in September at the employee's rate of pay on Schedule A from the previous  
27 fiscal year. Excess days are any days that cannot be carried over.  
28

29 **Section 9.9.**

30 In the event the state auditor or a court of competent jurisdiction rules any leave provisions contained  
31 in this article to be contrary to law or regulation, the leave provisions shall thereupon be determined  
32 null and void and all necessary adjustments shall be made by the District and the Association to  
33 conform to law or regulation as determined by the auditor or court of competent jurisdiction.  
34

35 **Section 9.10. Birth of a Child Leave.**

36 An employee, upon request, may be granted up to three (3) days leave, on or about the date of the birth  
37 of his/her child. Such leave shall be deducted from that accumulated pursuant to Section 9.1 above.  
38

39 **Section 9.11. Family Leave.**

40 In addition to any other leave provided for elsewhere in this agreement, upon the birth of a child, the  
41 placement of a child with an employee for adoption or foster care, or for a serious health condition of  
42 an employee or an employee's spouse, child or parent, each employee who has been employed at least  
43 twelve (12) months and worked at least seven hundred twenty (720) hours during the previous twelve  
44 (12) months is entitled to a maximum of twelve (12) weeks unpaid leave; provided, however, that  
45 employees may substitute accrued vacation or other personal leave for leaves related to the  
46 birth/adoption/foster care of a child, and may use accrued sick leave to care for themselves or sick  
47 family members as defined above. The employee must provide the Employer with at least thirty (30)  
48 days written notice for foreseeable leaves for birth, adoption and planned medical treatment. During  
49 this leave, the Employer will continue to pay the same portion of insurance premiums as when the

1 employee was working, and will maintain the employee's coverage under any group health plan.  
2 Upon return from such leave, the Employer will place the employee in his or her previous position, or  
3 one with equivalent pay and benefits. This section is intended to conform to current FMLA state or  
4 federal regulations.  
5  
6  
7

## 8 ARTICLE X

### 9 PROBATION, SENIORITY AND LAYOFF PROCEDURES

#### 10 **Section 10.1.**

11 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
12 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be  
13 lost as hereinafter provided.  
14  
15

#### 16 **Section 10.1.1.**

17 The District shall provide a current and updated seniority list by classification upon request  
18 twice yearly by the Association president or Association representative of any classification  
19 within the bargaining unit.  
20  
21

#### 22 **Section 10.2.**

23 Each new hire shall remain on probationary status for a period of ninety (90) calendar days following  
24 the hire date. During this probationary period the District may discharge such employee at its sole  
25 discretion and such discharge shall not be grievable by the employee or the Association. The new hire  
26 may not voluntarily transfer to another position within the District that is covered by this agreement  
27 during the first sixty (60) calendar days of a ninety (90) calendar day probationary period.  
28

#### 29 **Section 10.3.**

30 Upon completion of the probationary period, the employee will be subject to rights and duties  
31 contained in this agreement retroactive to the hire date.  
32

#### 33 **Section 10.4.**

34 The seniority rights of an employee shall be lost for the following reasons:  
35

- 36 A. Resignation;
- 37 B. Discharge for a sufficient cause;
- 38 C. Retirement; or
- 39 D. Change in job classification except as hereinafter provided.  
40  
41

#### 42 **Section 10.5.**

43 Seniority rights shall not be lost for the following reasons.  
44

- 45 A. Time lost by reason of industrial accident or industrial illness attributed to District  
46 employment or jury duty.  
47  
48

1 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the  
2 United States.

3  
4 C. Time spent on authorized leaves.

5  
6 **Section 10.6.**

7 Seniority rights shall be effective within the general job classification as used in this agreement;  
8 general job classifications are those set forth in Article I, Section 1.4.

9  
10 **Section 10.7.**

11 The employee with the earliest hire date shall have preferential rights regarding open shift selection,  
12 vacation scheduling, promotions, assignment to new or open jobs or positions, and retention in layoffs;  
13 provided, however, the District may bypass when ability, performance, or job skill of a junior  
14 employee is greater than that of the senior employee or employees. If the District determines that  
15 seniority rights should not govern, the District shall set forth in writing to the employee or employees  
16 its reasons why the senior employee or employees have been bypassed.

17  
18 **Section 10.8.**

19 Employees who change job classifications within the bargaining unit shall retain their hire dates in the  
20 previous classification for a period of one (1) year, notwithstanding they have acquired a new hire date  
21 and a new classification.

22  
23 **Section 10.9.**

24 The District shall publicize within the bargaining unit for five (5) working days the availability of an  
25 open position as soon as possible after the District is apprised of the opening and has determined to  
26 staff the position. A copy of the job posting shall be forwarded to the president of the Association.  
27 Interested employees from all classifications within the bargaining unit may apply for the position and  
28 the position shall be awarded to the senior qualified employee of those who apply.

29  
30 Should the position remain unfilled by a qualified bargaining unit employee after having given  
31 consideration to applicants from all classifications within the bargaining unit, applicants from outside  
32 the District may be considered.

33  
34 **Section 10.9.1.**

35 If a position is not staffed by a regular employee for a period of thirty (30) working days, the  
36 individual occupying it on the 31st, or any subsequent day from the date of posting or date  
37 position was last occupied on a continuing basis, shall be deemed a regular employee, subject  
38 to all rights accruing under this agreement, except as provided. An employee will not receive  
39 benefits of sick leave and District medical contribution until after the first ninety (90) days of  
40 employment in a single position. An exception may be made to this section for leave  
41 replacements only.

42  
43 **Section 10.9.2.**

44 Bargaining unit employees shall receive first consideration when the District fills temporary  
45 vacancies. Decisions will be made by the District based upon qualifications, overall adequacy  
46 of the work force assignments, and past performance. When a permanent bargaining unit  
47 employee accepts a temporary position, any permanent position thus vacated will be considered  
48 temporary.

1 Should a regular employee apply for and be awarded a position in another classification which  
2 conflicts with their regular position, they may be allowed a tryout in the new position for a  
3 period of up to one year. After one year their position must be vacated and their position may  
4 not be held open and filled by a temporary or substitute employee.  
5

6 **Section 10.9.3.**

7 Regular employees substituting in bargaining unit positions will receive their longevity  
8 recognition for salary placement.  
9

10 **Section 10.9.4.**

11 Bargaining unit employees shall have preference in filling District-wide non-bargaining unit  
12 employment prior to the consideration of non-employee applicants.  
13

14 **Section 10.10.**

15 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
16 District according to layoff ranking. Such employees shall be considered with current employees when  
17 there is an opening in the classification held immediately prior to layoff. Names shall remain on the  
18 reemployment list for one (1) year.  
19

20 **Section 10.11.**

21 Employees on layoff status shall file their addresses in writing with the personnel office of the District  
22 and shall thereafter promptly advise the District in writing of any change of address.  
23

24 **Section 10.12.**

25 An employee shall forfeit rights of reemployment and standing if the employee does not respond in  
26 writing to the offer of reemployment within fifteen (15) days of receipt of the offer.  
27

28 **Section 10.13.**

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

33 **Section 10.14.**

34 Employee benefits and seniority do not continue to accrue on layoff.  
35  
36  
37  
38  
39  
40  
41

42 **ARTICLE XI**

43 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**  
44  
45

46 **Section 11.1.**

47 The District shall have the right to discipline or discharge an employee for sufficient cause. The issue  
48 of sufficient cause shall be resolved in accordance with the grievance procedure hereinafter provided.  
49

1 The District recognizes the principle of progressive discipline and agrees to follow such principle in  
2 the following manner in disciplinary actions. (Circumstances involving extraordinary actions such as  
3 alleged criminal activity, sexual improprieties, or danger to students and/or staff may be exempted  
4 from the normal progression at the District's discretion.)

5		
6	First Infraction	Oral Warning
7	Second Infraction of a Like Nature	Written Warning
8	Third Infraction of a Like Nature	Suspension, without pay, for up to three (3) days
9	Fourth Infraction of a Like Nature	Suspension, without pay, for up to two (2) weeks or 10 discharge at District's discretion
11		

12 **Section 11.1.1.**

13 The Association shall be notified of discipline involving written warnings, reprimands,  
14 suspensions, or discharges within five (5) days of District action.

15 **Section 11.1.2.**

16 Employees shall be entitled to have an Association representative present at the time of any  
17 scheduled disciplinary actions where the employee is a party. The employee shall inform the  
18 District of his or her intent to have an Association representative present. In no case shall the  
19 disciplinary proceeding be delayed more than two (2) working days to accommodate such  
20 representation.  
21

22 **Section 11.1.3.**

23 Any complaint or allegation not called to the attention of the employee, in writing, within  
24 fifteen (15) days of receipt, composition, or occurrence may not be used as basis for any  
25 disciplinary action against the employee.  
26

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

28 **Section 11.2.1. Definition of Non-Annual Employees.**

29 "Non-annual" employees shall mean those employees whose duties are less than twelve (12)  
30 months (excluding vacations) work per year.  
31

32 **Section 11.2.2.**

33 Should the District decide to discharge any non-annual employee by reason of job elimination  
34 or reduction, the employee shall be notified in writing prior to June 15 of the current calendar  
35 year.  
36  
37  
38  
39  
40

41 **ARTICLE XII**

42 **INSURANCE AND RETIREMENT**

43 **Section 12.1.**

44 During the term of this agreement, the District shall make available to each employee the following  
45 monetary amounts to be applied towards premiums of District approved medical insurance programs  
46 on an FTE (Full-Time-Equivalency) basis.  
47  
48  
49

1           **Section 12.1.1.**

2           The District shall provide, effective each September 1, to the employees included within this  
3           Agreement, up to the maximum provided by the legislature per month, per employee, toward  
4           the payment of medical and dental insurance premiums for the term of this Agreement. The  
5           maximum amount is available for 1.0 FTE employees (FTE base of 1,440 hours); with less than  
6           1.0 FTE employees, a portion thereof in accordance with their regularly scheduled FTE.

7  
8           From the dollar amount available to each employee, first shall be deducted the cost of the  
9           District approved dental plan and the District approved vision plan with the remaining monies  
10          to be applied toward the employee's medical insurance premiums. All employees are required  
11          to participate in the dental plan and the vision plan; medical plan participation is optional.

12  
13          In the event choices among coverages, or changes within those coverages, become available in  
14          the District approved programs, the bargaining unit shall be notified as far in advance as  
15          possible and a District sponsored orientation shall be made available to all bargaining unit  
16          employees.

17  
18          **Section 12.1.2.**

19          All insurance monies generated by the formula in Section 12.1.1 and not utilized by employees  
20          in personal dental, vision and medical insurance coverage shall be placed in an employee  
21          benefit pool as provided and governed by law. Additionally, the cost of the Health Care  
22          Authority carve-out shall be paid as provided below in Section 12.1.3. For insurance pooling  
23          purposes only, the employees shall be pooled as follows:

- 24  
25          Custodial, maintenance and grounds employees – Pool Group A  
26          Food Service employees – Pool Group B

27  
28          **Section 12.1.3.**

29          For the term of this agreement, September 1, 2016, through August 31, 2019, the District will  
30          contribute \$15,000.00 total for 2016-2017, \$15,000.00 total for 2017-2018 and \$15,000.00 total  
31          for 2018 -2019 to the insurance pool for Pool Group A. The District contribution of  
32          \$15,000.00 each year is contingent on the passage of the applicable District Maintenance and  
33          Operations levy in effect during the duration of this Agreement. The provisions of this  
34          subsection sunset and cease to exist at the expiration of this agreement.

35  
36          The District shall pay the full employee carve-out.

37  
38          **Section 12.2.**

39          Dental benefits shall be a first dollar deduction from any participating employee's dollar benefit.

40          **Section 12.3.**

41          Should the dollar amount provided to any employee, based on the terms of this agreement, be  
42          insufficient to cover the premium costs for medical/dental insurance programs in which the employee  
43          participates, a payroll deduction in an amount required to meet premium costs will be made.

44  
45          **Section 12.4.**

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



1 **Section 12.5.**

2 In determining whether an employee subject to this agreement is eligible for participation in the  
3 Washington State Public Employees' Retirement System, the District shall report all hours worked,  
4 whether regular time, extended time, or overtime.  
5

6 **Section 12.6.**

7 All employees subject to this agreement shall be entitled to participate in any tax sheltered annuity plan  
8 permitted by the board of directors. On receipt of written authorization from an employee, the District  
9 shall make the requisite withholding adjustments and deductions from the employee's salary.  
10

11 **Section 12.7.**

12 The District shall provide errors and omissions liability coverage for all bargaining unit employees.  
13  
14

15  
16 **ARTICLE XIII**

17  
18 **VOCATIONAL TRAINING**  
19

20 **Section 13.1.**

21 Employees required by the District or by state regulations and standards to attend training courses as a  
22 condition of employment shall be compensated for tuition and reasonable expenses incident to  
23 attendance. This will include courses or workshops requested by the employee and approved by the  
24 District which the employee might attend for professional improvement. When attendance time falls  
25 within normal work shift, the employee shall be compensated by regular pay. When the attendance is  
26 outside the normal work shift hours, salary compensation shall be payable by the District at the  
27 appropriate hourly rate.  
28  
29  
30

31 **ARTICLE XIV**

32  
33 **ASSOCIATION CHECKOFF**  
34

35 **Section 14.1.**

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

40 **Section 14.2.**

41 All employees in classifications subject to this agreement who are not members of the Association on  
42 the effective date of this agreement and all employees in classifications subject to this agreement who  
43 are hired at a time subsequent to the effective date of this agreement, shall, as a condition of  
44 employment, become members in good standing of the Association within thirty (30) days of the  
45 effective date of this agreement or within thirty (30) days of the hire date, whichever is applicable.  
46 Such employee shall then maintain membership in the Association in accordance with the previous  
47 section.  
48

1 **Section 14.3.**

2 The parties recognize that an employee should have the option of declining to participate as a member  
3 in the Association, yet contribute financially to the activities of the Association in representing such  
4 employee as a member of the collective bargaining unit. Therefore, as an alternative to the  
5 membership requirements in Sections 14.1 and 14.2, an employee who declines membership in the  
6 Association may pay to the Association each month a service charge as a contribution towards the  
7 administration of this agreement, in an amount equal to the regular monthly dues. This service charge  
8 shall be collected by the Association in the same manner as monthly dues.

9  
10 **Section 14.3.1.**

11 Nothing contained in this agreement shall require Association membership of employees who  
12 object to such membership based on bona fide religious tenets or teachings of a church or  
13 religious body of which such employee is a member. Such employee shall pay an amount  
14 equivalent to regular dues to a non-religious charity or other charitable organization mutually  
15 agreed upon by the employee and the Association. If the employee and the Association can not  
16 agree on such matter, the Public Employment Relations Commission shall designate the  
17 charitable organization.

18  
19 **Section 14.4.**

20 An employee who refuses to become a member of the Association in good standing or pay the service  
21 charge or charitable contribution in accordance with the previous sections shall, at the option of the  
22 Association, be discharged from employment by the District, subject to two (2) weeks' notice to the  
23 employee.

24  
25 **Section 14.5.**

26 The District will notify the Association of all new hires within ten (10) work days of the hire date. At  
27 the time of hire, the District will inform the new hire of the terms and conditions of this article.

28  
29 **Section 14.6. Checkoff.**

30 Upon written authorization of any public employee within the bargaining unit, the District shall deduct  
31 from the pay of such public employee the monthly amount of dues, certified by the secretary of the  
32 Public School Employees of Washington / SEIU Local 1948 (PSE), or any agency fee so certified in  
33 appropriate cases, and shall transmit the same to the treasurer of PSE. The District shall also deduct an  
34 amount equal to PSE dues in the case of any employee whose claim of religious non-association has  
35 been approved by PSE or the Public Employment Relations Commission (PERC), and shall remit the  
36 amount to a non-religious charity approved by PSE or PERC. The District shall deduct local dues as  
37 established by the local PSE chapter and remit the same to the treasurer of the local PSE chapter.  
38 Local chapter dues shall not be deducted from the pay of agency fee payers or religious objectors.

39  
40 **ARTICLE XV**

41  
42 **GRIEVANCE PROCEDURE**

43  
44 **Section 15.1.**

45 Grievances arising between the District and its employees within this bargaining unit with respect to  
46 matters dealing with the interpretation or application of the terms and conditions of this agreement will  
47 be resolved in strict compliance with this article.  
48

1 **Section 15.2. Grievance Steps.**

2  
3 **Section 15.2.1.**

4 Employees shall first discuss the grievance with their immediate supervisor. If employees so  
5 wish, they may be accompanied by one Association representative at such discussion. The  
6 discussion and attendance of the representative shall not interrupt the work process. All  
7 grievances not brought to the immediate supervisor in accordance with the preceding sentence  
8 within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no  
9 further processing. Grievances will be processed as rapidly as possible; the number of days  
10 indicated at each step will be considered as maximum, and every effort will be made to  
11 expedite the process. Time limits under unusual circumstances may be extended by mutual  
12 consent. Every effort will be made to resolve the grievance at this level in an informal manner.

13  
14 **Section 15.2.2.**

15 If the grievance is not resolved to the employee's satisfaction within five (5) days after initial  
16 discussion with the immediate supervisor in accordance with the preceding subsection, the  
17 employee shall, within three (3) days after the five (5) day period, reduce to writing a statement  
18 of the grievance containing the following:

- 19  
20 A. The facts on which the grievance is based;  
21 B. A reference to the provisions in this agreement which have been allegedly violated; and  
22 C. The remedy sought.

23  
24 The employee shall submit the written statement of grievance to the immediate supervisor for  
25 reconsideration and shall submit a copy to the official in the administration responsible for  
26 personnel. The parties will have five (5) working days from submission of the written statement  
27 of grievance to resolve it by indicating on the statement of grievance the disposition. If an  
28 agreeable disposition is made, all parties to the grievance shall sign it. Any grievance not  
29 submitted in writing within the time period set forth in this section shall be invalid and subject  
30 to no further processing.

31  
32 **Section 15.2.3.**

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

39  
40 **Section 15.2.4.**

41 In the event that the alleged grievance is not resolved pursuant to the preceding subsection, the  
42 grievant may, within five (5) calendar days of receipt of the superintendent's decision, request  
43 in writing, a hearing with the board of directors for the purpose of resolving the grievance. The  
44 board shall, within ten (10) calendar days following the receipt of the written request, or such  
45 other time period as the parties mutually agree, hear the alleged grievance and will attempt to  
46 reach a satisfactory resolution. The determination and decision of the board shall be within  
47 seven (7) calendar days after the conclusion of the hearing.  
48

1 **Section 15.2.5.**

2 If the Association through its representative counsel determines that the grievance will be  
3 submitted to arbitration, the Association, after written notice to the superintendent and within  
4 twenty (20) calendar days after receipt of the board's determination, may submit the grievance  
5 to binding arbitration. The arbitration committee's deliberation will be limited to the statement  
6 of grievance and proposed resolution. Further, the arbitration committee will be without power  
7 to make a decision which requires commission of an act prohibited by law or which is outside  
8 the scope of this agreement. If any question arises as to arbitrability, such question will first be  
9 ruled upon by the arbitration committee selected to hear the dispute.

10  
11 The arbitration committee shall be composed of three (3) members: one selected by the  
12 Association, one selected by the board of the District, and the third to be a certified arbitrator  
13 registered with the American Arbitration Association and jointly selected by the two previously  
14 named individuals. The Association and the District shall name their respective committee  
15 members within seven (7) days of written demand for binding arbitration. The selection of the  
16 third member shall be made within five (5) calendar days of the time of selection of the last of  
17 the two committee members, and shall be made from a list of arbitrators provided by the  
18 American Arbitration Association. If the parties cannot agree as to the arbitrator within five (5)  
19 calendar days, the arbitrator shall be selected by the American Arbitration Association (AAA)  
20 in accordance with its rules. The individual selected by the committee members representing  
21 the Association and the board, or by the AAA will serve as chairperson. The parties shall be  
22 bound by the rules of the American Arbitration Association except as may be provided herein.

23  
24 Within twenty (20) calendar days following completion of staffing of the arbitration committee,  
25 the arbitration committee will confer with the representatives of the board and the Association,  
26 hold the hearing, and will issue a decision not later than twenty (20) calendar days from the  
27 date of the close of the hearing, or, if oral hearings have been waived, then from the date that  
28 the final statements and proof are submitted. The decision of the arbitration committee shall be  
29 submitted to the board and the Association and shall be final and binding upon the parties.  
30 Each party shall be responsible for costs incurred for their respective appointed representative  
31 on the arbitration committee. The costs for services of the arbitrator, including per diem  
32 expenses, travel and subsistence expenses and the cost of any hearing room shall be borne  
33 equally by the parties.

34  
35 **Section 15.2.6.**

36 The award of the arbitrator may be entered in any court of competent jurisdiction, and if the  
37 initiating party of such judicial action does not prevail in the litigation, such party will bear the  
38 full costs of such legal action including, but not limited to, the adverse party's court cost, legal  
39 fees, and other related expenses incurred as a result of defending such action.

40 **Section 15.3.**

41 The grievance or mediation discussion shall take place whenever possible on school time. The  
42 employer shall not discriminate against any individual employee or the Association for taking action  
43 under this article.

44  
45  
46  
47 **ARTICLE XVI**

48  
49 **TRANSFER OF PREVIOUS EXPERIENCE**

1  
2 **Section 16.1.**

3 Any new hire who has previously been employed to perform work similar to that in which presently  
4 hired may be given longevity credits in the District.  
5

6 **Section 16.2.**

7 The new hire may be permitted one (1) year for each full year of prior work experience to a maximum  
8 of three (3) years longevity credit in the District, except as provide in Section 16.4 below.  
9

10 **Section 16.3.**

11 The longevity credit so transferred shall be applicable to salary Schedule A only.  
12

13 **Section 16.4.**

14 Per RCW 28A.400.300: When any classified employee leaves one school district within the state and  
15 commences employment with another school district within the state, the employee shall retain the  
16 same leave benefits and other benefits that the employee had in his or her previous position;  
17 PROVIDED, that classified employees who transfer between districts after July 28, 1985, shall not  
18 retain any seniority rights other than longevity when leaving one school district and beginning  
19 employment with another. If the school district to which the person transfers has a different system for  
20 computing leave benefits and other benefits, then the employee shall be granted the same leave  
21 benefits and other benefits as a person in that district who has similar occupational status and total  
22 years of service.  
23  
24  
25

26 **ARTICLE XVII**

27  
28 **SALARIES AND EMPLOYEE COMPENSATION**  
29

30 **Section 17.1.**

31 Employees shall be compensated in accordance with the provisions of this agreement for all authorized  
32 hours worked.  
33

34 **Section 17.2.**

35 Salaries for employees subject to this agreement, during the term of the agreement, are contained in  
36 Schedule A attached hereto and by this reference incorporated herein.  
37  
38

39 **Section 17.3.**

40 Salaries, holidays, insurance, and other employee compensation shall be for the entire term of this  
41 agreement, subject however to the terms and conditions of Article XVIII. Should the date of execution  
42 of this agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive  
43 to the effective date.  
44

45 **Section 17.4.**

46 Retroactive pay, where applicable, shall be paid not later than the second regular payday after it is  
47 determined due.  
48

1 **Section 17.5.**

2 Incremental steps where applicable and subject to Section 17.10, shall take effect on September 1 of  
3 each year during the term of this agreement, provided the employee has been actively employed  
4 continuously with the District for at least one-half (½) of the previous employment year.  
5

6 **Section 17.6.**

7 Any employee who moves to a higher job position or classification shall be placed on the lowest step  
8 in the higher classification which would provide a minimal raise over the previous salary in the lower  
9 classification.  
10

11 **Section 17.7.**

12 For purposes of calculating daily hours, time worked shall be rounded to the first fourteen (14) minutes  
13 of an employee's extended time or overtime shall be exempted.  
14

15 **Section 17.8.**

16 Any employee required to travel from one site to another in a private vehicle during working hours  
17 shall be reimbursed for such travel at a per mile basis consistent with the prevailing official IRS rate.  
18

19 **Section 17.9.**

20 Employees required to remain overnight on District authorized business shall be reimbursed for room  
21 and board expenditures, provided the expenses to be incurred have been authorized, in advance of  
22 actual expenditure, by a member of the District administration.  
23

24 **Section 17.10.**

25 The salaries and benefits contained in the provisions of this agreement are entered into subject to the  
26 limitations imposed by Substitute House Bill No. 166 (Chapter 16, Laws of 1981) and the current  
27 Budget Appropriations Act.  
28

29 Should any legislative changes occur in the limitations imposed by the laws referred to above, the  
30 salaries and medical/dental benefits contained in this agreement may be reopened, provided, that  
31 should the State of Washington legislature impose any salary limitations, negotiation shall be subject  
32 to and agreed within those limitations.  
33

34 **Section 17.11.**

35 The salary schedules for the term of this agreement shall remain subject to and agreed within any  
36 salary limitations imposed by the State of Washington.  
37

38  
39 **Section 17.12.**

40 The pay period shall be the last day of the month.  
41

42 **Section 17.12.1.**

43 Bargaining unit members shall receive twelve (12) pay periods annually and such pay periods  
44 shall include the first day of the month. Overtime pay shall be included in the next month's pay  
45 period.  
46

47 **Section 17.13.**

48 Full 1.0 FTE employees shall be reimbursed up to \$100.00 one-time annually for work appropriate  
49 shoes.

1  
2  
3  
4 **ARTICLE XVIII**

5  
6 **TERM AND SEPARABILITY OF PROVISIONS**

7  
8 **Section 18.1.**

9 The term of this agreement shall be September 1, 2016 to August 31, 2019.

10  
11 **Section 18.2.**

12 All provisions of this agreement shall be applicable to the entire term of this agreement  
13 notwithstanding its execution date except as provided in the following section.

14  
15 **Section 18.3.**

16 This agreement may be reopened for discussion of possible modification at any time during its term  
17 upon mutual consent of the Association and the District in writing; state funds for PSE classified  
18 salaries and benefits shall be passed through for each year of this agreement in addition to the salary  
19 increases below.

20  
21 2016-2017 All hourly rates of pay will be increased by two percent (2%) plus the state funded  
22 amount of one point eight percent (1.8%) for a total of three point eight percent (3.8%)  
23 for all employees in the bargaining unit as reflected on the Schedule A attached to this  
24 Agreement.

25  
26 Further, the amounts which had been passed through for the 2015-2017 biennium on a  
27 temporary basis will continue to be permanently funded by the District regardless of  
28 whether the Legislature funds them or not.

29  
30 2017-2018 All hourly rates of pay will be increased by two percent (2%) or the state funded  
31 amount for salaries, whichever is greater. In addition, a new longevity step called Year  
32 20 will be added to the Schedule A at fifty cents (\$0.50) above the Year 15 longevity  
33 step.

34  
35 2018-2019 All hourly rates of pay will be increased by two percent (2%) or the state funded  
36 amount for salaries, whichever is greater. In addition, a new longevity step called Year  
37 25 will be added to the Schedule A at seventy-five cents (0.75) above the Year 20  
38 longevity step.

39  
40 Incremental steps on Schedule A shall be funded by the District. Further, this agreement shall be  
41 reopened as required to consider impact of any legislation enacted following execution of this  
42 agreement which substantially affects the terms and conditions herein.

43  
44 **Section 18.4.**

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

1 **Section 18.5.**

2 Neither party shall be compelled to comply with any provision of this agreement which conflicts with  
3 state or federal statutes or regulations.  
4

5 **Section 18.6.**

6 In the event Section 18.4 or 18.5 is determined to apply to any provision of this agreement, such  
7 provision shall be negotiated pursuant to Section 18.3.  
8

9 **Section 18.7.**

10 The District will pay one-half of the employee's individual monthly membership fee for Thorbecke's  
11 for those employees choosing to purchase a membership, provided the employee's half portion is paid  
12 through payroll deduction.  
13  
14

15 **ARTICLE XIX**

16 **HAZARDOUS SUBSTANCES/ASBESTOS**  
17

18 **Section 19.1.**

19 All employees working with hazardous substances/asbestos must be volunteers.  
20

21 **Section 19.2.**

22 All certified and authorized asbestos maintenance workers shall have available an annual health  
23 screening, upon the employee's written request and at District expense, at a recognized health care  
24 center equipped to screen individuals for exposure to hazardous substances/asbestos. Record of  
25 employee requests and copies of results of such screening shall be kept in the employee's District  
26 personnel file.  
27  
28

29 **Section 19.2.1.**

30 Time off for hazardous substance/asbestos health screening shall be with pay and non-  
31 deductible from any other leave.  
32

33 **Section 19.2.2. Asbestos Exposure.**

34 Any employee having an accidental exposure would have their health care needs/concerns  
35 handled through the process of filing an accident report with the "Workers' Compensation  
36 Cooperative" through the Educational Service District 113.  
37

38 **Section 19.3.**

39 Employees assigned to work with asbestos shall receive five dollars (\$5.00) per hour above their  
40 regular rate of pay for actual hours worked in such duties.  
41  
42  
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48



**SIGNATURE PAGE**

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PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES  
OF CHEHALIS

CHEHALIS SCHOOL DISTRICT #302

BY: Sonja Lorenzo  
Sonja Lorenzo, Chapter President

BY: Edward J Rothlin  
Edward J. Rothlin, Superintendent

DATE: 6/30/16

DATE: 6/27/16

**Schedule A**  
**Chehalis School District**  
**September 1, 2016 – August 31, 2017**

	PROBAT BEG	STEP 1 90 DAYS	STEP 2	STEP 3	STEP 4	STEP 5	Year 10*	Year 15**
MAINTENANCE/REPAIR PERSON	19.08	20.73	21.45	22.08	22.69	23.33	24.03	25.48
LEAD CUSTODIAN	17.38	17.97	18.61	19.21	19.68	20.41	21.02	22.28
GROUND/M/MAINT./CUSTODIAL	17.38	17.97	18.61	19.21	19.68	20.41	21.02	22.28
GROUND KEEPER	14.98	15.39	16.05	16.63	17.14	17.86	18.40	19.50
CUSTODIAL/MAINTENANCE	14.98	15.59	16.24	16.85	17.36	18.10	18.65	19.76
HEAD CUSTODIAN	15.35	15.96	16.60	17.18	17.67	18.39	18.95	20.08
FIRST SHIFT CUSTODIAN-SECONDARY***	14.79	15.39	16.04	16.61	17.11	17.81	18.35	19.45
FIRST SHIFT CUSTODIAN-ELEMENTARY***	14.70	15.30	15.94	16.51	17.01	17.72	18.25	19.35
CUSTODIAN	14.59	15.20	15.84	16.41	16.91	17.61	18.14	19.23
CASUAL HELPER	10.75	11.36	12.00	12.59	13.07	13.80	14.21	15.06
BAKER	13.24	13.88	14.09	14.16	14.39	14.51	14.95	15.84
LEAD KITCHEN HELP	11.53	12.39	12.53	12.87	13.41	13.99	14.41	15.28
FOOD COURIER	13.24	13.88	14.09	14.16	14.39	14.51	14.95	15.84
FOOD SERVICE HELPER	10.75	11.62	11.75	12.09	12.63	13.21	13.61	14.43
BREAKFAST LEAD	11.53	12.39	12.53	12.87	13.41	13.99	14.41	15.28
TICKET TAKER	10.75	11.62	11.75	12.09	12.63	13.21	13.61	14.43
*At completion of Year 10, add 3% to Step 5.								
**At completion of Year 15, add 6% to Year 10.								
The District will pay for the costs associated with the certification training through the Washington State Food Service Association (WSFSA). Compensation for a current WSNA certification shall be forty-five cents (\$.45) per hour.								
***First shift custodian distinction provides compensation for performance of Head Custodian duties and responsibilities at each school (supply purchasing)								