

COLLECTIVE BARGAINING AGREEMENT BETWEEN
ARLINGTON SCHOOL DISTRICT
AND
PUBLIC SCHOOL EMPLOYEES OF
ARLINGTON SCHOOL DISTRICT

SEPTEMBER 1, 2007 - AUGUST 31, 2010

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P R E A M B L E

This Agreement is made and entered into between Arlington School District Number 16 (hereinafter "District") and Arlington School District Local Chapter of the Public School Employees of Washington, an affiliate of Public School Employees of Washington (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:

Definitions

The term "day" shall mean school district business day unless otherwise specified herein.

The term "position" shall mean job classification.

The term "assignment" shall mean the specific duties assigned an individual employee.

The term "driving time" for purposes of wage calculation shall mean the period of time exclusive of the one-half (1/2) hour per day provided for bus drivers for the purpose of fluid maintenance, cleanup, warmup and operational checks. Drivers who operate more than one bus in any given day will receive .1 hour (6 minutes) additional time per day per additional bus to pre/post trip any additional bus.

Driving time" shall further be defined as time when a driver is operating any District vehicle to include breakdowns or mechanical failure, or when any passengers are present on the vehicle.

The term "pre trip inspection" shall mean a safety inspection of any school district vehicle used to transport students and staff prior to placing the vehicle in service.

The term "post trip inspection" shall mean a partial safety inspection of any school district vehicle used to transport students and staff after returning from any set of runs or that is being parked and secured for the night.

The term "cleanup" shall include sweeping the bus, cleaning the windows, picking up trash from the floor, and keeping the driver's area clean and tidy.

Regular Employee: Anyone hired and approved by the School Board on a continuing basis.

Non-Continuing Employee: Anyone hired and approved by the School Board for a specific amount of time with a defined ending date. This would include leave replacements, positions funded by grants, etc. A leave replacement employee is a worker who is hired for a specific period of time to replace an employee on approved leave.

1 Substitute Employee: Anyone hired on a daily basis to replace a regular employee who is absent.

2
3 Temporary Employee: Anyone hired on a temporary basis for a pre-determined amount of time, not to
4 exceed sixty (60) continuous days, and who does not replace a regular employee.

5
6 Seasonal Employee: Anyone hired on a temporary basis for a pre-determined amount of time, not to
7 exceed sixty (60) continuous days, who works under the direction of a supervisor, who does not work
8 during times when school is in session and who does not replace a regular employee.

9
10 Class Size Relief Hours: Hours assigned to paraeducators on a temporary basis in accordance with
11 Section 10.10.2.

12
13 This list of definitions may be increased as deemed appropriate by mutual consent of the parties. Such
14 additional definitions shall be attached as an addendum to this Agreement.

15 16 17 18 **ARTICLE I**

19 20 **RECOGNITION AND COVERAGE OF AGREEMENT**

21
22 **Section 1.1.** The District hereby recognizes the Association as the exclusive representative of all
23 employees in the bargaining unit described in Section 1.4, and the Association recognizes the
24 responsibility of representing the interests of all such employees.

25
26 **Section 1.2.** Nothing contained herein shall be construed to include in the bargaining unit any person
27 whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship
28 to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

29
30 **Section 1.3.** Functions which employees may be required to perform shall be listed in a position
31 description and by this reference incorporated herein. The District will provide a complete set of updated
32 position descriptions to the Association President on an annual basis. In addition, updated position
33 descriptions will be available at all school district building locations and will be accessible to all school
34 district employees. Each position shall have a description and an employee may be required to perform
35 any and all of the functions described. Establishment of positions requiring additional functions shall be
36 accompanied by a new position description or a modification of an existing position description. When
37 such changes are made, this Agreement shall be reopened for the purpose of establishing an appropriate
38 rate of compensation.

39
40 The position description shall include the general job duties which are required of a person employed in a
41 given position. Specific duties consistent with the position description shall be provided to each
42 employee by the employee's supervisor. Evaluation of job performance shall be based upon specific
43 duties included in the assignment as well as those duties included in the position description applicable to
44 the assignment. Evaluations shall be done annually, by June 30th, for that school year only.

45
46 The Association has the right to meet with the District to make advisory suggestions in reference to the
47 formulation of job descriptions of positions and assignments.

1 **Section 1.4.** The bargaining unit to which this Agreement is applicable shall consist of all classified
2 employees in the following general job classifications: Custodial, paraeducators, Food Service,
3 Maintenance, Individual Classifications, Secretarial-Clerical, Transportation and Nurses.

4 EXCEPT: Substitute Coordinator/Secretary (1), Receptionist/Secretary (1), Administrative Assistant to
5 the Superintendent(s) (1), Secretary to Assistant Superintendent(s) (1), Accounting Clerk (1), Fiscal
6 Assistant/Capital Projects (1), Accounts Payable Clerk/General Fund (1), Payroll Assistant (1), Benefits
7 Assistant (1), Payroll Supervisor (1), Fiscal Assistant/ASB Grants (1), Director of Transportation (1),
8 Assistant Director of Transportation (1) Maintenance Supervisor (1), Director of Support Services (1),
9 Public Information Coordinator (1), ECEAP Director (1), Director of Food Services (1), for a total of
10 eighteen (18) exempt employees.

11
12 **Section 1.4.1.** Substitute classified employees shall be included in the bargaining unit after they have
13 been employed thirty (30) days, during any twelve (12) month period. If an included substitute classified
14 employee is not employed by any continuous six (6) month period, the employee shall cease to be
15 included in the bargaining unit. For purposes of this Article, "day" shall mean a normal work shift for the
16 employee the substitute is replacing. If the substitute works less than a normal shift, the time worked
17 shall be rounded to the nearest half shift or "half day."

18
19 Classified substitute employees shall receive ninety percent (90%) of the applicable hourly Step 1 wage
20 on Schedule A of this Agreement.

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ARTICLE II

RIGHTS OF THE EMPLOYER

29 **Section 2.1.** It is agreed that the customary and usual rights, powers, functions, and authority of
30 management are vested in management officials of the District. Included in these rights in accordance
31 with and subject to applicable laws, regulations, and provisions of this Agreement, is the right to direct
32 the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
33 suspend, discharge, demote, or take other disciplinary action against employees; and the right to release
34 employees from duties because of lack of work or for other legitimate reasons. The District shall retain
35 the right to maintain efficiency of the District operation by determining the methods, means, and the
36 personnel by which such operation is conducted.

37 **Section 2.2.** The right to make reasonable rules and regulations shall be considered acknowledged
38 functions of the District. In procedures and practices, and matters of working conditions, the District shall
39 give due regard and consideration to the rights of the Association and the employees and to the
40 obligations imposed by this Agreement. Employees shall comply with all District policies and procedures
41 adopted by the Board of Directors. Employees having contact with students shall maintain reasonable
42 standards of behavior, personal cleanliness and dress.

43
44 **Section 2.3.** The District may subcontract work, provided that any subcontract let by the District shall
45 only be done during the period at the end of one school year and prior to the start of another school year
46 and the District would require the subcontractor to accept the terms and conditions of this Agreement
47 between the District and the employees within the service to be subcontracted; and further provided that
48 the District shall require any subcontractor to employ any and all employees of the District whose position

1 with the District will be eliminated due to the subcontract and designate the work to be performed by the
2 subcontractors and the places where and in the manner in which it is to be performed in accordance with
3 the obligations imposed by the Agreement. Furthermore, the District shall require the subcontractor to
4 provide a retirement plan equal to that of the Public Employees Retirement System for all such employees
5 referred to in the immediately preceding sentence.
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9 ARTICLE III

10 RIGHTS OF EMPLOYEES

11 **Section 3.1.** It is agreed that all employees subject to this Agreement shall have and shall be protected in
12 the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
13 The freedom of such employees to assist the Association shall be recognized as extending to participation
14 in the management of the Association, including presentation of the views of the Association to the Board
15 of Directors of the District or any other governmental body, group, or individual. The District shall take
16 whatever action required or refrain from such action in order to assure employees that no interference,
17 restraint, coercion, or discrimination is allowed within the District to encourage or discourage
18 membership in any employee organization.
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21 **Section 3.2.** Each employee shall have the right to bring matters of personal concern to the attention of
22 appropriate Association representatives and/or appropriate officials of the District.
23
24

25 **Section 3.3.** Employees subject to this Agreement have the right to have Association representatives or
26 other persons present at formal discussions of performance between themselves and supervisors or other
27 representatives of the District as hereinafter provided. Informal discussions providing specific direction
28 of performance, clarifying responsibilities, or identification of potential performance deficiencies are not
29 included. Five (5) days notice shall be given in advance of such formal discussions.
30

31 **Section 3.4.** Neither the District, nor the Association, shall discriminate against any employee subject to
32 this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a
33 physical handicap with respect to a position, the duties of which may be performed efficiently by an
34 individual without danger to the health or safety of the physically handicapped person or others.
35

36 **Section 3.5.** Employees covered by this Agreement have the right, in the presence of a person designated
37 by the District Administration, to inspect the contents of their personnel files kept within the District,
38 except employment references determined to be confidential by mutual agreement. Such inspection shall
39 be done during normal business hours and each employee is entitled to have a personal representative
40 present at this review. No information included in this file may be altered or removed. Items the
41 employee considers important may be included in the file at the employee's request, but the employer may
42 attach comments to this material. When any derogatory material is placed in an employee's personnel file,
43 the employee shall receive a copy within twenty (20) working days of the incident, and shall be given an
44 opportunity to attach any comments relating to this material. Material which does not comply with this
45 provision shall not be used as the basis for disciplinary action. Employees shall receive copies of all
46 information relative to their performance which is placed in their personnel files. Copies of other
47 information placed in these files will be available at no cost. Information related to performance which is
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1 more than three (3) years old will not be utilized in making performance related decisions. Each person
2 will have only one personnel file which shall be located at the District Office. Notes kept by supervisors
3 which may be utilized in preparing material to be placed in District files shall not be considered to be a
4 part of these files.

5
6 **Section 3.6.** Evaluations shall be based on job functions included in the position description applicable to
7 the assignment and specific duties identified by the supervisor consistent with the position description.
8 Evaluations shall rate the employee on the quality of performance and such ratings shall be used when
9 considering promotion or reassignment. Deficiencies in performance shall be noted and utilized to
10 identify needed training and/or establishment of probationary periods.

11
12 The employee shall have the right to question the evaluation, seek clarifications and attach comments.
13 Employees will sign the evaluation indicating that they are aware of its contents. Failure to do so may be
14 considered grounds for disciplinary action. The judgment of the supervisor on the quality of performance
15 shall not be the subject of a grievance but accuracy of information upon which the evaluation is based and
16 procedural matters may be settled utilizing the grievance process.

17
18 Evaluations shall be placed in the employee's personnel file, may be inspected by the employee consistent
19 with other provisions of this Agreement, and shall remain in the files for at least three (3) years.
20 Evaluations more than three (3) years old may not be used in considering promotion, reassignments or
21 dismissal.

22
23 Formal evaluations shall be conducted annually for each employee and shall take place no later than June
24 30 of each year. A copy of the signed evaluation shall be provided to each employee.

25 26 27 28 **ARTICLE IV**

29 30 **RIGHTS OF THE ASSOCIATION**

31
32 **Section 4.1.** The Association has the right and responsibility to represent the interests of all employees in
33 the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or
34 to be consulted with respect to the formulation, development, and implementation of personnel policies
35 which are within the authority of the District and covered by this Agreement; and to enter collective
36 negotiations with the object of reaching an agreement applicable to all employees within the bargaining
37 unit.

38
39 **Section 4.2.** The Association shall promptly be notified by the District of any grievances or disciplinary
40 actions of any employee in the unit in accordance with the provisions of the Discharge and Grievance
41 Procedure Articles contained herein. The Association is entitled to have an observer at hearings
42 conducted by any District official or body arising out of grievance and to make known the Association's
43 views concerning the case.

44
45 **Section 4.3.** The names of employees in the respective general job classifications will be provided to the
46 President of the Association. The District, as part of the general orientation of each new employee within
47 the unit subject to this Agreement, shall describe to the employee the employee's rights under the Public
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1 Employees Collective Bargaining Act of 1967 (RCW 41.56) and subsequent amendments hereto, and
2 shall provide such employee with a copy of this Agreement to be furnished the District by the
3 Association.
4

5 **Section 4.4.** The Association reserves and retains the right to delegate any right or duty contained herein
6 to appropriate officials of the Public School Employees of Washington State Organization.
7

8 **Section 4.5.** The President of the Association or the President's designated representative will be
9 provided time off without loss of pay to a total of three (3) days per year to attend regional or State
10 meetings.
11

12 **Section 4.6.** The President of the Association will be provided with information regarding employment
13 status, hire dates, fringe benefits, and similar information provided that the information does not require
14 compilation of special reports, can be obtained by reproducing existing District reports, and the personnel
15 officer is given at least one week's notice specifying the information requested.
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19 ARTICLE V

20 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

21 **Section 5.1.** It is agreed and understood that matters appropriate for consultation and negotiation between
22 the District and the Association are grievance procedures and collective negotiations on personnel matters
23 including wages, hours and working conditions including the school year calendar. The Association shall
24 have the right to name its representative(s) to the District's calendar negotiating committee. The
25 Association's representative(s) on the committee shall have rights equal to those of all other committee
26 members.
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30 **Section 5.2.** It is understood that the calendar is subject to bargaining. Nothing in this Agreement shall
31 prohibit the District from forming an advisory committee prior to negotiating the Collective Bargaining
32 Agreement. This committee will be comprised of various groups, such as certificated staff, classified
33 staff and parents of District students. The committee will not recommend a calendar which is contrary to
34 the Association's approval. Association representatives on the advisory committee shall have equal
35 standing with all other bargaining unit representatives. Changes in this student instructional calendar,
36 other than those required by emergency school closure, shall be subject to the mutual consent of the
37 District and the Association. For emergency school closures, the Association shall be consulted regarding
38 possible rescheduling dates.
39

40 **Section 5.3.** It is further agreed that during the negotiations which preceded the acceptance of this
41 Agreement, each party had the right to raise such issues as were of concern to it and were appropriate;
42 and, during the term of this Agreement, it may not be reopened; however, this Agreement shall be
43 reopened pursuant to Article XVIII of the Agreement and specific sections of the Agreement may be
44 reopened as specified in those sections.
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ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1. The Association shall designate a Representative Counsel of one (1) representative from each classification who will meet with the Superintendent of the District or the Superintendent's designated representative on a mutually agreeable regular basis to discuss appropriate matters, or to notify the District of an Association grievance, pursuant to Section 6.4.1. In the event such meetings are held during working hours for any of the Association representatives, such employees shall be given release time with no loss of compensation.

Section 6.2. The Association representatives may prepare items for the agenda of such meetings during working hours. The District will provide suitable space to conduct such meetings, or other meetings called by the Association.

Section 6.2.1. The District shall allow Association representatives to participate in negotiations, grievance hearings, or disciplinary hearings during working hours if they cannot reasonably be scheduled during non-working hours. Released time for negotiations shall be limited to one representative from each job classification or a number equal to the number of job classifications; released time for grievance hearings shall be limited to the grievant, required witnesses, and one (1) Association representative, and released time for disciplinary hearings shall include one (1) Association representative.

Section 6.3. When meetings are held between representatives of the Association and representatives of the District pursuant to Section 6.1, minutes shall be prepared if requested by either party. The District will arrange for the preparation of such minutes and a draft will be made available to the representatives of the Association for review prior to final preparation. The Association will be furnished copies of the completed minutes.

Section 6.4. The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees on District time when the nature of the grievance makes it necessary. They may not, however, continue to advise the employee on courses of action after the employee has indicated that he does not desire to pursue a grievance. They may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.4.1. A grievance initiated in the name of the Association shall be submitted by the President of Public School Employees of Arlington pursuant to Article XV of the current Collective Bargaining Agreement. Such grievances shall deal with issues not directly affecting an individual employee with access to the grievance procedure.

Section 6.5. Association representatives, when leaving their work, shall first obtain permission from their immediate supervisor. Permission shall also be obtained from the immediate supervisor of any employee being contacted. The employees will report their return to work to their supervisors.

1 **Section 6.6. Bulletin Boards.**

2
3 **Section 6.6.1.** The District shall provide a bulletin board in each school for the exclusive use of the
4 Association. The bulletins posted by the Association are the responsibility of the officials of the
5 Association. Each bulletin shall be signed by the Association official responsible for its posting.
6 Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by
7 employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature
8 on District property, other than herein provided.

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10 **Section 6.6.2.** The responsibility for the prompt removal of notices from the bulletin board after they
11 have served their purpose shall rest with the individual who posted such notices.

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13 **Section 6.6.3.** Management may post bulletins on board that apply to classified employees.

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17 **ARTICLE VII**

18
19 **HOURS OF WORK**

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21 **Section 7.1.** The workweek shall consist of any five (5) consecutive days, followed by two (2)
22 consecutive days of rest.

23
24 **Section 7.2.** Each employee shall be assigned to a regular work station and shift with designated times of
25 beginning and ending. Assignment shall not be changed without prior notice to the employee of one (1)
26 calendar week, and shall not be changed without a minimum of ten (10) hours of rest between working
27 shifts, excepting Bus Drivers. However, provided the District gives the employee twenty-four (24) hours
28 notice, the District may advance the employee's shift up to two (2) hours later than normal on a daily basis
29 when night activities or emergency condition requires such a change. The twenty-four (24) hours notice
30 referred to in the immediately preceding sentence may be waived upon the mutual consent of the
31 employee and the employee's supervisor. General job descriptions regarding individual assignments will
32 be provided to each employee at the time of assignment to a position.

33
34 **Section 7.3.** Shifts shall be designated first, second and third in consonance with the following
35 definitions: the first shift is defined as having the majority of time between 5:00 a.m. and 4:00 p.m.; the
36 second or swing shift is designated as any shift with the majority of time after 4:00 p.m.; and the third
37 shift is defined as having the majority of time between midnight and 5:00 a.m.

38
39 **Section 7.4.** A normal shift shall consist of eight and one-half (8-1/2) hours, for eight (8) hours
40 compensation, including a minimum thirty (30) minute uninterrupted lunch period as near the middle of
41 the shift as is practicable, and also including a ten (10) minute first half and a ten (10) minute second half
42 rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.
43 Supervisors and employees may mutually agree to a one hour lunch break for the employee. Such an
44 agreement shall not be precedent-setting for any position.

1 **Section 7.4.1.** Each employee, other than bus drivers, who is compensated at least three and one-half (3-
2 1/2) hours per day will receive a ten (10) minute paid rest period. A second paid rest period of ten (10)
3 minutes duration will be provided each employee who is compensated seven (7) or more hours per day.
4 All employees who are compensated in excess of five (5) hours per day, except Bus Drivers, shall be
5 allowed a thirty (30) minute unpaid, uninterrupted lunch period as near the middle of the shift as is
6 practicable.

7
8 **Section 7.5.** In the event an employee works beyond the eight and one-half (8-1/2) hour day, said
9 employee will be allowed to take a ten (10) minute rest period before working overtime and every two (2)
10 hours thereon. If the overtime is less than two (2) hours, the ten (10) minute rest period shall be unpaid.
11 If the overtime is greater than two (2) hours, the ten (10) minute rest period(s) shall be paid as hours
12 worked.

13
14 **Section 7.6. Shift Differential.** Employees working second shift shall receive an additional two point
15 five percent (2.5%) of the employee's hourly rate per hour differential in pay. Employees working third
16 shift shall receive an additional five percent (5%) of the employee's hourly rate per hour differential in
17 pay.

18
19 **Section 7.7.** Employees required to work through their regular lunch periods will be given time to eat at a
20 time agreed upon by the employee and supervisor. In the event the District requires an employee to
21 forego a lunch period and the employee works the entire shift, including the lunch period, the employee
22 shall be compensated for the foregone lunch period at overtime rates.

23 **TRANSPORTATION**

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26 **Section 7.8.** Recognizing that the transportation classification present special shift challenges, the parties
27 agree that shifts shall be established in the transportation classification in relation to routes and driving
28 times requisite to fulfilling tasks as assigned by the Supervisor of Transportation. Bus drivers shall
29 receive pay for a minimum of one-half (1/2) hour per day for the purpose of cleanup, fluid maintenance,
30 warmup, and operational checks in addition to the actual hours of driving time. Drivers who operate
31 more than one bus in any given day will receive .1 hour (6 minutes) additional time per day per additional
32 bus to pre/post trip unless it falls within a minimum of six (6) minutes continuous time. If you are
33 checking out a cold bus, the driver will receive .2 hour (12 minutes) to pre/post trip any additional bus.

34
35 The actual hours of driving time shall be calculated to the next one-tenth (1/10) hour. If there are thirty
36 (30) minutes or less between assignments, the employee's hourly rate shall continue uninterrupted. If
37 there are more than thirty (30) minutes between assignments, the employee's hourly rate shall cease at the
38 conclusion of the assignment, provided the assignment ends at the point-of-beginning, and will
39 commence at the beginning of the next assignment. All hours worked in excess of forty (40) hours per
40 week shall be compensated at the rate of one and one-half (1-1/2) the employee's hourly rate. Shifts in
41 relation to routes shall be defined as regular routes or added work as defined in the following subsections.
42 Bus drivers shall receive a fifteen (15) minute rest period for three (3) consecutive hours of driving time.

43
44 **Section 7.8.1. Regular Scheduled Daily Routes.** All regular scheduled daily routes in support of the
45 instructional program shall be defined as regular scheduled daily routes, hereinafter "routes." "Added
46 work" shall be defined as all regular scheduled working support of the instructional program before, in
47 between, or after regular scheduled daily routes, not to include extra trips. Pay for added work shall be
48 the same as that for regular routes.

1
2 **Section 7.8.1.1.** All drivers shall be required to attend a meeting called by the Transportation Supervisor
3 for the purpose of fulfilling training required by State regulations or the District as a condition of
4 continued employment.

5
6 The Transportation Supervisor may authorize pay for employees who attend non-mandated approved
7 meetings/activities that meet District goals whenever such meetings/activities are scheduled outside of the
8 employee's regular workday.

9
10 **Section 7.8.1.2.** Regular drivers will maintain their previous year's routes and times at the start of the
11 school year. Bidding by seniority is set in October of each year, following the completion of state counts.
12 Added work will be bid separately by seniority from regular routes. If a driver changes thirty (30)
13 minutes or more three (3) days per week for ten consecutive school days from their regular route or added
14 work, the Director of Transportation, in consultation with the PSE Transportation Representatives, will
15 endeavor to secure additional work to make-up the lost time. Further, if a route or added work becomes
16 open after the October bid, the Director of Transportation, in consultation with the PSE and
17 Transportation Representatives will attempt to devise a solution that will cause the least disruption to the
18 current routing assignments. Such routes shall be posted as provided in Article X, Section 10.9 and 10.12
19 of this Agreement, and shall be subject to both bidding and bumping rights. Buses will be assigned based
20 on equipment requirements on route. Once that requirement is fulfilled, driver seniority will be taken into
21 consideration.

22
23 **Section 7.8.2. Extra Trips.** All regular drivers who are present during the weekly bidding period are
24 eligible to bid extra trips. All other transportation activities, excluding ski trips and non-regular
25 scheduled daily routes as in the following paragraph of this section, shall be considered extra trips.
26 Employees may use District vehicles to transport students to special events when said employee is in full
27 compliance with Federal and State rules and regulations and District Policies and Procedures. A school
28 may use up to two (2) vans at a time to transport students for student-related activities. If three (3) or
29 more vans are required to transport students, then a bus will be scheduled for the trip. Examples of some
30 special events are field trips, extracurricular activities and trips to students' homes when unusual
31 circumstances demand.

32
33 Furthermore, the District may utilize commercial charters if the trip exceeds two hundred (200) miles
34 round trip or it is determined that to do so is in the best interest of the District and program, and the
35 charter is agreed to by the Association's Transportation representative.

36
37 **Section 7.8.2.1. Bidding Of Extra Trips.**

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39 A. The transportation supervisor shall establish a roster of all regularly employed drivers requesting extra
40 trips in descending seniority order. The roster shall be posted in a conspicuous place for easy review
41 by all drivers. Substitute bus drivers, included within the bargaining unit, shall not be included on the
42 aforementioned roster.
- 43 B. Extra trip bidding shall take place on Thursday mornings for the following workweek. The workweek
44 shall be defined as 12:00 AM Sunday through Saturday 11:59 PM. All known trips for the following
45 week will be posted for review by noon (12:00 p.m.) on Wednesday of the bid week.
- 46 C. Drivers may bid for extra trips to place their hours for the week as close to the maximum allowed,
47 (40) hours per week. No driver shall bid a trip, which will exceed the forty (40) hours per week
48 maximum. Drivers shall bid for no more than one trip per rotation. Drivers declining to bid in

1 rotational order shall be bypassed until their next rotational turn. Drivers that have accepted an extra
2 trip and subsequently do not carry out the trip for any reason other than illness or bona fide emergency
3 shall be removed from all consideration ("off the board") for extra trips for a duration of time as
4 follows: First instance in a school year, two (2) bidding opportunities; second instance in a school
5 year, four (4) bidding opportunities, third instance in a school year, eight (8) bidding opportunities and
6 after the fourth instance in a school year, the driver will be removed from all consideration for the
7 remainder of the school year. The Superintendent shall be notified of such refusals for determination
8 of appropriate, if any, disciplinary measures. The next eligible driver shall be clearly identifiable at all
9 times.

- 10 D. All regular drivers who are present or who have left a valid proxy form with the transportation
11 director's designee during the weekly bidding period are eligible to bid extra trips. The selection of
12 extra trips shall start with the senior driver having available time. The selection will continue in
13 descending order until as many trips as possible are assigned to the drivers with available time.
- 14 E. Extra trips not bid on Thursday during trip bid or extra trips which are bid on and then declined will
15 be left hanging on the trip board for regular drivers to sign, by trip marker. Extra trips not bid/signed
16 twenty-four (24) hours before the trip departure or by Monday Morning may be assigned to substitute
17 drivers.
- 18 F. Copies of scheduled extra trips (daily dispatch log) will be placed in a conspicuous location for driver
19 information of upcoming available trips. Management will make every effort to maintain a two-week
20 posting of scheduled extra trips, placing the upcoming pages before the end of the Friday workday.
- 21 G. The transportation supervisor may bypass a driver for assignment to an extra trip if:
- 22 1. The trip requires driving skill or knowledge of the area which the supervisor feels the driver does
23 not yet possess.
 - 24 2. There is evidence that relationships with the advisors or students who will be transported are such
25 that student management or safety problems will occur.
 - 26 3. When performance of the driver on regular routes, added work or extra trips has been below
27 acceptable performance standards.
28

29
30 The supervisor shall orally inform the driver of the reason(s) for the bypass and
31 subsequently submit a written reason to the Superintendent who shall provide a copy to
32 the driver.

- 33 H. Extra trips that are of a sudden or unforeseen nature, and are therefore not conducive to scheduling
34 consistent with B and C above, shall be offered to the driver next eligible in rotational order (the
35 driver(s) following the last driver assigned pursuant to B and C above), EXCEPT that, if there is less
36 than one (1) day's notice the driver(s) may decline such extra trip while retaining their rotational order
37 for that week.
- 38 I. Extra trips that are canceled through no fault of the driver and for which the driver has either reported
39 for work or is preparing the bus, shall be compensated for two (2) hours at the driver's regular hourly
40 rate.
- 41 J. The supervisor of transportation, in the event of a bona fide emergency, shall have the discretion to
42 select any available regular employed driver, or failing to secure a regular employed driver, may select
43 a substitute driver. If the emergency occurs more than twelve (12) hours prior to the trip pick-up time,
44 the trip shall be posted.
- 45 K. Driver's performing extra trips and out of town trips may be subject to periodic evaluation while on
46 actual trip. Substitutes may be evaluated on the first extra trip and/or periodically thereafter.
- 47 L. All overnight trips will be bid first. All overnight trips shall go by seniority, without regard to
48 overtime.

1 **Section 7.8.3. Transportation Compensation.** Transportation personnel shall be compensated in
2 accordance with the following subsections.

3
4 **Section 7.8.3.1. Extra Trips.** Shall be compensated at the regular hourly rate in accordance with
5 Section 7.8.

6
7 **Section 7.8.3.2. Added Work.** Added work that will not be driven by the regular contracted driver shall
8 be posted each morning and shall be assigned by seniority to regular drivers. Drivers shall not sign for
9 added work if it will cause them to exceed forty (40) hours per week. Added work that is not assigned to
10 regular drivers may be assigned to substitute drivers.

11
12 **Section 7.8.3.3. Extra Trips Exceeding One Day's Duration.** Drivers will be compensated for a
13 minimum of the eight (8) hours and/or for the total hours of the trip, whichever is greater. Drivers will be
14 provided adequate time for rest without the responsibility for supervision of students.

15
16 **Section 7.8.4.** Driver Trainer seniority shall be established with the earliest Driver Trainer certification
17 date regardless of years of service. Driver Trainers hired after September 1, 2003, shall be placed at the
18 bottom of the Driver Trainer seniority list regardless of the date of their certification. If at any time a
19 driver trainer allows their certification to lapse, said driver shall be placed at the bottom of the seniority
20 list upon re-certification. If two or more existing Driver Trainers have the same certification date, then
21 the Driver Trainer seniority shall be determined by date of hire seniority.

22
23 Driver Trainer work is that work which by law can only be performed by a certified Driver Trainer. The
24 Driver Trainer seniority list shall only be used to assign Driver Trainer work.

25
26 **Section 7.8.5. Closures.** In the event that school district buildings or sites are closed because of natural
27 disaster such as (but not limited to) severe storm damage, flooding, fire, earthquake, tsunami and the like,
28 the District will make a reasonable effort through established procedures (e.g., phone tree, radio and/or
29 TV) to notify employees who must report to work. Employees reporting to work shall receive a minimum
30 of two (2) hours pay at base rate in the event of such a closure; provided, however, no employee shall be
31 entitled to any such compensation in the event of actual notification by the District of the closure prior to
32 leaving home for work.

33
34 In the event of a prolonged school closure, the District will meet with PSE to discuss work-related
35 options.

36
37 **Section 7.9. Food Service Personnel.** Recognizing the work load of Food Service personnel may vary
38 from day to day depending upon the type of meals to be served and the level of participation anticipated,
39 the Food Service supervisor may extend the shift of any employee up to five (5) hours in any one week (to
40 a maximum of eight (8) hours in any one day). The Food Service supervisor shall attempt to notify
41 employees at least one day in advance, but if the additional need could not reasonably have been
42 expected, the supervisor may request that the employee work an extended shift on the same day. The
43 employee may decline this extended shift if one (1) day's notice has not been given and the supervisor
44 may offer the extended shift to another employee.

45
46 **Section 7.9.1.** In the event that a food service employee is absent, the substitute will be placed at the
47 least senior position for the affected building, and the remaining employees for the affected building
48 will move up to the next corresponding senior position for the duration of the absence.

1 **Section 7.9.1.1.** Thirty (30) minutes or less can be added to shift per year without a job posting for
2 food service only.

3
4 **Section 7.9.2. Paraeducator Class Size Relief Hours.** Class load relief hours for paraeducators shall
5 be bid pursuant to Section 10.10.2.

6
7 **Section 7.9.3. Preparation Time.** With supervisor's approval, paraeducators may be paid for
8 preparation time prior to the beginning of school, in addition to their assigned hours, for the purpose of
9 preparing for the school year.

10
11 **Section 7.10.** Employees requested to work a shift regularly filled by a higher paying classification
12 employee shall receive compensation equal to that normally received by the employee in the higher
13 paying classification, commencing with the first day of such assignment.

14
15 **Section 7.11.** Only employees, employed regularly as classified employees, will be used to fulfill all job
16 assignments within their respective general job classifications for which compensation is granted, unless
17 no qualified employee of the classification is available.

18
19 **Section 7.12.** No regular scheduled shift shall be for less than two (2) hours. However, an exception to
20 the minimum two (2) hour regular scheduled shift will be made for the positions of paraeducator, serving
21 as "Lunchroom Monitor/Server" and "Playground-Student Monitor" which will be permitted to work a
22 minimum one (1) hour regular scheduled shift.

23
24 **Section 7.13. Overtime.** Overtime assignments, other than those met by the supervisory personnel, and
25 extended time (compensated at overtime rates except as otherwise provided for in Section 7.8) shall be
26 distributed in accordance with seniority provisions as hereinafter provided; EXCEPT that if the overtime
27 is an extension to complete work which is part of an employee's regular assignment, that employee shall
28 be offered the overtime. The overtime rate shall be one and one-half (1-1/2) the employee's regular
29 hourly rate. In the assignment of overtime, the District agrees to provide the employee with as much
30 advance notice as practicable in the circumstances. Normally, employees designated to work overtime on
31 days outside their regular workweek will be advised of the possibility no later than twenty-four (24) hours
32 prior to the end of the last shift before overtime commences. All hours worked in excess of the regular
33 shift shall be compensated at the overtime rate.

34
35 **Section 7.13.1. Compensatory Time Off.** For all employees except Bus Drivers, an employee may, at
36 his/her option, request compensatory time off in lieu of authorized overtime compensation or payment for
37 authorized hours worked beyond the employee's normal work shift. Compensatory time, if granted, may
38 be accrued up to a maximum of two hundred and forty (240) hours; provided, however, that records shall
39 be maintained by the District and there must be a reasonable expectation that the employees will be
40 provided an opportunity to expend the accrued time prior to one (1) year subsequent to the time in which
41 it is earned. The District shall not solicit employees to accept compensatory time in lieu of other
42 compensation. Compensatory time in lieu of overtime as provided in this Article shall be accrued and be
43 granted at the appropriate rate as stated in this Article for each hour worked. Any employee who is
44 discharged or who terminates employment shall receive payment for unused accrued Compensatory Time
45 with the final paycheck.

1 **Section 7.14.** Employees shall receive a minimum of two (2) hours pay, at overtime rates, for each duty
2 call. A duty call is defined as any work other than the normal work shift and work day noncontiguous
3 with the normal work shift or work day.
4

5 **Section 7.15. Retirement.** In determining whether an employee subject to this Agreement is eligible for
6 participation in the Washington State Public Employees' Retirement System, the District shall report all
7 hours worked, whether straight time, overtime or otherwise. The District shall report hours worked in the
8 legally correct manner which maximizes retirement benefits for employees.
9

10 **Section 7.16.** Employees may be given an opportunity to provide services different from their regular job
11 descriptions and/or different from any existing position description on a temporary basis. These services
12 may include those related to school activities or temporary positions (not more than sixty (60) days per
13 year) to accomplish needed tasks. Selection will be made from volunteers only based on qualifications as
14 determined by the District, and will be compensated as provided for elsewhere in this Agreement.
15 Employees who are employed in more than one classification shall be paid the appropriate rate for each
16 classification including but not limited to, Section 17.2.3 of this Agreement.
17

18 **Section 7.17.** Drivers who drive for out-of-district as well as in-district will have a choice at Christmas
19 holiday and Spring break of which district calendar they will follow. If the choice is driving out-of-
20 district calendar, the driver will add time. If driving Arlington's district calendar, the driver will deduct
21 time. If the driver chooses to drive both calendars, they may do so.
22

23 **Section 7.18.** Members of the bargaining unit may be temporarily advanced to a higher paying
24 classification during times when school is not in session (Christmas, Spring, and Summer break). All
25 advancements, in accordance with this Section shall be set forth in a "Supplemental Contract."
26 Employees will suffer no adverse impact on rights, benefits and privileges available to them pursuant to
27 the Agreement.
28

29 **Section 7.19.** Casual Labor positions may be employed up to sixty (60) working days annually during
30 time school is not in session (Christmas, Spring, and Summer break). Casual Labor positions may not be
31 utilized to replace any regular employee, as per Schedule A. However, Casual Labor positions may be
32 employed to replace a regular employee, as per Schedule A, who is temporarily filling a higher
33 classification in accordance with Section 7.18 of the Agreement. All Casual Labor positions must work
34 under the direct supervision of a regular classified employee, as per Schedule A.
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ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Twelve (12) month employees shall be paid for two hundred sixty (260) days. They shall be entitled to the following paid holidays. If one of the designated holidays falls on a Saturday or Sunday, or if school is in session on any of these holidays, the employee will receive pay for that day or an additional day off.

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

Section 8.1.1. Employees who work two hundred twenty (220) days or more, but less than two hundred sixty (260) days shall be entitled to ten (10) paid holidays.

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

Section 8.2. Employees who work fewer than two hundred twenty (220) days are entitled to eight (8) paid holidays as follows, if holidays fall within the employee's assigned working year:

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

Section 8.3. Holidays During Vacation. Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

Section 8.4. Worked Holidays. Employees who are required to work on the above described holidays shall receive the pay due them plus one and one-half (1-1/2) times their base rate for all hours worked on such holiday.

Section 8.5. Vacations. All employees subject to this Agreement shall earn hours of vacation credit, based on hours worked during the period September 1 to August 31, compiled as follows:

<u>Longevity</u>	<u>Formulation Of Hours Of Vacation Credit</u>
1 - 4 years	One hour of vacation for each 24.8 hours worked
5 - 9 years	One hour of vacation for each 16.5 hours worked
10 - 19 years	One hour of vacation for each 12.4 hours worked
20+ years	One hour of vacation for each 10 hours worked

1 **Section 8.6.** Twelve (12) month employees may take vacation in lieu of regular work days. All other
2 employees will be paid for vacation hours accumulated at their regular hourly rate. If the work year
3 exceeds two hundred sixty (260) regular work days (including paid holidays) the work days in excess of
4 two hundred sixty (260) will be added to the annual vacation.
5

6 Employees must submit vacation requests to their supervisors at least two weeks in advance of the
7 requested vacation date(s). Approval of vacation requests will be granted on a first-come, first-serve
8 basis. Request for vacation days may be submitted twelve months in advance of the requested date(s).
9 Conflicts over vacation requests will be resolved by the application of seniority preference, in which
10 instance the senior employee shall be granted the requested date.
11

12 **Section 8.7.** If an employee leaves the position before the end of the school year working assignment, the
13 employee will be compensated for accumulated vacation hours.
14

15 **Section 8.8.** Employees may carry up to thirty (30) days vacation over and may be paid for such vacation
16 on request in the final year prior to contemplated retirement as a part of regular salary and such payments
17 will be subject to withholding for State Retirement programs so long as there is no additional cost to the
18 District to qualify such salary payments for inclusion as a part of the average salary compensation for the
19 employee.
20

21 **Section 8.9.** Substitute employees, included within the bargaining unit, shall not be entitled to vacation or
22 holiday pay.
23
24
25

26 ARTICLE IX

27 LEAVES

28 **Section 9.1. Sick Leave.**

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31
32 **Section 9.1.1.** Twelve (12) days of sick leave will be granted each regular employee who works one
33 hundred and eighty (180) or more days per work year. Employees who work less than one hundred and
34 eighty (180) days per work year will earn one (1) day each fifteen (15) days worked. A "day" of sick
35 leave is the typical or average work day of the employee.
36

37 At the beginning of each work year, or at the time an employee is hired, the employee shall be credited
38 with the days of sick leave to which the employee would normally be credited during the balance of that
39 work year. Sick leave shall be vested when credited and may be accumulated for one hundred eighty
40 (180) days or the employee's highest work year, whichever is greater.
41

42 Sick leave may be utilized to care for a child of the employee under the age of eighteen with a health
43 condition that requires treatment or supervision as required by the provisions of RCW 49.12.005 as
44 defined by WAC. The District may require verification of illness by the employee's personal physician.
45
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1 **Section 9.1.2.** If absence is a result of a job related injury and workman's compensation is received by the
2 employee, sick leave pay shall be the difference between regular salary for the employee and the amount
3 of workman's compensation received. Days lost due to work related injuries shall not be deducted from
4 sick leave.

5
6 The District's obligation under this Agreement shall continue until the workman's time loss compensation
7 claim is terminated, the employee retires, or the employee resigns, whichever occurs first. The employee
8 may utilize accumulated sick leave if the workman's compensation claim has been terminated and the
9 employee is still unable to return to work.

10
11 Sick leave may be utilized for the first day of a family illness.

12
13 Sick leave may also be used for emergencies such as natural disasters and other unforeseen events which
14 make it impossible for the employee to make it to work. Transportation failure or weather conditions
15 which do not require the closing of school shall not be considered emergencies, except that employees
16 living in the school district may request sick leave if road conditions are unusually severe where they
17 reside and the Superintendent may approve this request if in his/her opinion the employee would face
18 unusual risks if an attempt were made to get to work. This judgment shall not be the subject of a
19 grievance.

20
21 **Section 9.1.3.** Employees who have accrued sick leave while employed by another public school district
22 in the State of Washington shall be given credit for such accrued sick leave upon employment by the
23 District.

24
25 **Section 9.1.4.** For purposes of calculating sick leave cash-out, one (1) day shall mean the number of
26 regularly scheduled hours in a normal work day for that employee at the time of the cash-out. The
27 maximum number of "days" which may be accumulated at any time is one hundred eighty (180).

28
29 In January of the year following any year in which a minimum of sixty (60) days of leave for illness or
30 injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive
31 remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one
32 (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or
33 injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received
34 shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's
35 monetary compensation: PROVIDED, that no employee may receive compensation under this section for
36 any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month. At the
37 time of separation from School District employment due to retirement or death, an eligible employee or
38 the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary
39 compensation of the employee for each four (4) full days accrued leave for illness or injury.

40
41 **Section 9.1.5. Shared Leave.** Employees represented by this Agreement shall be able to utilize all rights
42 and obligations available to them through any District administered leave sharing program as authorized
43 by State law and District policies and procedures.

1 **Section 9.2. Bereavement Leave.** Bereavement leave shall be non-cumulative and allowed as follows:

2
3 A. Up to five (5) days per occurrence shall be granted with pay for bereavement of a member of the
4 immediate family. The immediate family consists of grandparents, grandchildren, parents, spouse,
5 brothers, sisters, sons, daughters, in-laws, and legal wards of the employee. Such leave is non-
6 cumulative.

7
8 B. Up to three (3) days per occurrence with pay for all other family members. Other family members
9 consist of great-grandparents, great-grandchildren, aunts, uncles, nephews, nieces and cousins. Two
10 (2) additional days, with pay, will be extended by the Superintendent or his/her designee for travel
11 outside the state; or two (2) additional days with pay may be extended by the Superintendent or
12 his/her designee for extenuating circumstances. The total number of days for bereavement with pay
13 shall not exceed five (5) days per occurrence.

14
15 An employee may request use of personal leave or emergency leave for bereavement of a close friend
16 from his/her immediate supervisor. If denied, the employee may appeal to the Superintendent.

17
18 **Section 9.3. Personal Leave.** Two (2) days per year of paid leave shall be allowed for business of a
19 personal or emergency nature which cannot be accomplished on a weekend or non-work day. The
20 employee shall not be required nor asked to state a reason for the leave beyond the term "personal" unless
21 the request will extend a holiday, is on a Friday, or during the last twenty (20) student school days.
22 Where granted, an employee shall receive leave based upon his/her regular hours of work. Leaves will be
23 taken in half-day or whole day increments unless otherwise approved by the employee's supervising
24 administrator. This provision is limited to five percent (5%) utilization per day throughout the unit and
25 the leave may not be used to extend a vacation or holidays. Based upon regular work hours, employees
26 may receive remuneration for unused personal leave days at a rate of two (2) for one (1) in a school year.
27 Employees who use one day personal leave will be able to cash in their remaining unused day at fifty
28 percent (50%) or the established rate of two-to-one (2:1). Such leave is non-cumulative. Except in the
29 case of any emergency, five (5) days notice of the intent to use a personal day is required.

30
31 **Section 9.4. Maternity Leave.** Upon application, the District may grant maternity leave. Such leave
32 shall commence at such time as the employee's medical advisor deems necessary. Employees granted
33 maternity leave may, at their option, be allowed compensation for time actually disabled, as certified by
34 their physician, up to the amount of accumulated sick leave. Before returning to work, the employee must
35 file with the personnel office a physician's statement certifying her as able to return to work. Employees
36 must return to work not later than six (6) weeks after obtaining the physician's clearance.

37
38 **Section 9.5. Paternity Leave.** A male employee, upon request, may be granted up to three (3) days
39 leave, on or about the date of the birth of his child. Such leave shall be deducted from that accumulated
40 pursuant to Section 9.1 above.

41
42 **Section 9.6. Judicial Leave.** In the event an employee is summoned to serve as a juror, or appear as a
43 witness in court, or is named as a codefendant with the District, such employee shall receive a normal
44 day's pay for each day of required presence in court; provided, however, that any compensation received
45 for such service shall be paid to the District. Such repayment shall not exceed the employee's normal
46 daily pay less bona fide expenses. In the event that an employee is a party in a court action, such
47 employee may request a leave of absence.

1 **Section 9.7. Leave Of Absence.**

2
3 **Section 9.7.1.** The Superintendent may recommend and the Board may approve, at its option, a leave of
4 absence for a period of up to one (1) year; provided, however, if such leave is granted due to extended
5 illness, one (1) additional year will be granted upon request. In making its decision, the Board shall
6 consider:

- 7
8 A. The length of continuous employment in the District. (Ordinarily at least two (2) years of satisfactory
9 service will be required.)
10 B. The District may grant an employee a leave of absence without pay for such reasons as: (a)
11 compelling personal matters, (b) education, (c) childcare, and (d) health: or any situation deemed to
12 justify such leave. Requests for a leave of absence must be presented in writing to the District's
13 Human Resources Department. Upon recommendation of the employee's supervisor and the
14 approval of the superintendent or the superintendent's designee, an employee may receive a leave for
15 a period not to exceed twelve (12) months except where otherwise provided in this Agreement. Such
16 leave requests will be considered on a case-by-case basis. The decision to grant such requests shall be
17 at the sole discretion of the superintendent or the superintendent's designee, except where otherwise
18 provided in this Agreement.
19 C. The effect of the leave on the efficiency of the District's operations.

20
21 An employee on leave who obtains other employment shall be terminated as an employee of the District.

22
23 **Section 9.7.2.** The returning employee will not necessarily be assigned to the identical position occupied
24 before the leave of absence. However, provided a vacancy exists for which the employee is qualified, the
25 employee shall be reinstated to a position equivalent in duties and salary to that held at the time the
26 request for leave of absence was approved.

27
28 If a vacancy does not exist equivalent in duties and salary, a layoff consistent with other provisions of this
29 Agreement will be instituted to create an appropriate position.

30
31 **Section 9.7.3.** The employee will retain accrued sick leave, vested vacation rights, and seniority rights
32 while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the
33 employee is on leave of absence.

34
35 **Section 9.8. Family and Medical Leave Act.** As provided by Federal law, eligible employees will be
36 allowed to take up to twelve (12) weeks of unpaid family and medical leave time off per year, per family,
37 in the event of the birth or adoption of a child, or placement (in foster care) of a son or daughter, or in the
38 event that they experience a serious illness which prevents them from performing the functions of their
39 job, or if they need to take time off to care for a seriously ill family member in accordance with Arlington
40 School District Policy 5330, "Family Leave," which is included in this Agreement as an Appendix.

41
42 **Section 9.8.1. Leave For Religious Observance.** Employees who observe religious holidays which are
43 not included in Article VII of this Agreement, shall be allowed two (2) days of unpaid leave annually for
44 the observance of such holidays. Employees requesting such leave shall provide written notice to their
45 supervisor no later than two (2) weeks prior to the holiday of their intention to take such leave.

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ARTICLE X

**LONGEVITY, TEMPORARY EMPLOYEES, SUBSTITUTE EMPLOYEES,
PROBATION, SENIORITY AND LAYOFF PROCEDURES**

Section 10.1. Longevity shall be defined as the sum of an employee's period(s) of employment with the District. Longevity is not seniority. Longevity shall be utilized to determine hours of vacation credit and Schedule A incremental step placement. Substitute employees, included within the bargaining unit, shall not acquire longevity.

Section 10.2. Substitute Employees. Substitute classified employees, as defined in the Preamble of this Agreement, shall be included in the bargaining unit after they have been employed thirty (30) days during any twelve (12) month period. If an included substitute classified employee is not employed by the District by the end of any continuous six (6) month period, the employee shall cease to be included in the bargaining unit. For purposes of this section, "days" shall mean a normal work shift for the employee the substitute is replacing. If the substitute works less than a normal shift, the time worked shall be rounded to the nearest half shift or "half day."

Substitute employees included within the bargaining unit shall not be entitled to vacation or holiday pay.

Substitute employees included within the bargaining unit shall be given an opportunity to apply for open positions. All substitute employees who established a "hire date" prior to September 26, 1988 shall be grandfathered in accordance with the Agreement in effect at that time. Otherwise, Section 10.4 shall determine the "hire date" for employees.

Substitute employees included within the bargaining unit shall be considered to be on probationary status until sixty (60) days after they have established a "hire date."

Section 10.3. Temporary Employees. A temporary employee shall be defined as an employee hired on a temporary basis for not more than sixty (60) days in a twelve (12) month period. If the employee is retained for more than sixty (60) days, the employee will be subject to all rights and duties contained in this Agreement retroactive to the first day of such continuous employment. If the District replaces a temporary employee with another temporary employee in the same position, the sixty (60) day employment period shall include days worked by both employees.

Section 10.4. The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment in the employee's classification (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 10.4.1. In the event more than one employee in the general job classification set forth in Article I, Section 1.4 is awarded the same seniority date, the question of seniority among those employees shall be determined within thirty (30) days of hire by comparison of employment application dates of the effected employees. The employee with the earliest original application date for employment in the District shall be determined to be the senior employee. In the event the application dates are the same, Public School Employees and the District shall meet with the effected employees and mutually agree upon the process of resolution. Determination of seniority in like cases during previous agreements shall be observed during this and future agreements. The decision shall be binding and not subject to grievance as defined in Article XV.

1 **Section 10.5.** Each new hire shall remain in a probationary status for a period of not more than ninety
2 (90) days following the hire date. During this probationary period the District may discharge such
3 employee at its discretion. Substitute employees, included within the bargaining unit, shall be considered
4 to be on probationary status until sixty (60) days after they have established a "hire date."
5

6 **Section 10.6.** Upon completion of the probationary period, the employee will be subject to all rights and
7 duties contained in this Agreement retroactive to the hire date.
8

9 **Section 10.7.** The seniority rights of an employee shall be lost for the following reasons:
10

- 11 A. Resignation;
 - 12 B. Discharge for justifiable cause;
 - 13 C. Retirement; or
 - 14 D. Change in job classification within the bargaining unit, as hereinafter provided.
- 15

16 **Section 10.8.** Seniority rights shall not be lost for the following reasons, without limitation:
17

- 18 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
 - 19 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
20 United States; or
 - 21 C. Time spent on other authorized leaves.
- 22

23 **Section 10.9.** Seniority rights shall be effective within the general job classification. As used in this
24 Agreement, general job classifications are those set forth in Article I, Section 1.4.
25

26 **Section 10.9.1.** Employees who are employed in more than one classification shall establish seniority
27 only in the classification in which they spend the majority of time; equal time in classifications has
28 seniority in both.
29

30 **Section 10.10.** The employee with the earliest hire date shall have absolute preferential rights regarding
31 shift selection, and special services (including overtime). The employee with the earliest hire date shall
32 have preferential rights regarding promotions, assignment of new or open jobs or positions and layoffs
33 when ability and performance are substantially equal with junior employees or other applicants for the
34 position. After a senior employee(s) have been notified that they are not the successful candidate for the
35 position and prior to issuance of a letter of bypass, an affected employee may request a meeting with the
36 appropriate District administrator responsible for the selection of the successful candidate for the position.
37 The administrative procedure for attending to individual employee's concerns when bypassed shall be as
38 follows:
39

- 40 1. After notification is received by an employee who has been bypassed the employee may, if they
41 choose, schedule an appointment with the administrator, supervisor or director who made the
42 recommendation for employment regarding the position of concern to the Assistant Superintendent.
43 Members of the interview committee or the Assistant Superintendent may be asked to attend this
44 meeting.
- 45 2. The request for the meeting should be in a timely fashion. The written request for the meeting should
46 be received within one (1) week of the employee receiving notification of being bypassed and the
47 meeting should occur within two (2) weeks of the request.
48

1 3. The purpose of the meeting is to review specific test scores and interviewers ratings so that an
2 employee may know what specific areas they should work on improving.
3

4 If the District determines that seniority rights should not govern because a junior employee or applicant
5 possesses ability and performance substantially greater than a senior employee or senior employees, the
6 District shall set forth in writing to the senior employee or employees and the organization's President its
7 reasons why the senior employee or employees have been bypassed. In reference to employees who are
8 involuntarily transferred within general job classifications which do not result in a change in shift, or
9 changes in total hours and/or wages, said employees will not have a preferential right regarding the
10 positions said employees were involuntarily transferred out of, pursuant to Section 10.11 of this
11 Agreement.
12

13 The Association recognizes the rights of the District to select those persons for promotion to supervisory
14 positions after considering applicants from both within and without the present staff. In making these
15 decisions, the paramount concern of the District will be to maintain or increase the efficiency of the
16 organization. Leadership ability, responsibility, demonstrated ability to work independently, and
17 dedication to the interests of the District shall be important criteria used in the selection. The District's
18 affirmative action goals shall be considered.
19

20 Substitute employees, included within the bargaining unit, shall be notified of available regular open
21 positions and given an opportunity to apply. However, the District shall have unlimited and absolute
22 rights of bypass regarding such substitute employees.
23

24 **Section 10.10.1.** "Shift" shall mean number of hours of work employed and time of day work is
25 scheduled where this time effects the rate of compensation.
26

27 **Section 10.10.1.1.** Overtime will be offered to the senior custodian of the site where the overtime is to
28 occur. The senior custodian at each site will always have the first opportunity for overtime at that site.
29 The senior custodian may accept or reject the overtime. If it is rejected, the overtime will be offered to
30 the next senior custodian at the overtime site. If overtime is rejected by all custodians at the overtime site,
31 the overtime will be offered to the next senior custodian per the District seniority list.
32

33 **Section 10.10.2. Paraeducator Class Size Relief Hours.** The administrative procedure used when
34 filling class size relief hours shall be as follows:
35

36 A. A list of available paraeducators for class size relief hours will be distributed by October 1st of each
37 year.
38

39 Seniority List #1 Seniority by building within paraeducator Classification
40

41 Seniority List #2 Seniority district-wide within paraeducator Classification
42

43 B. Administrators will utilize seniority list #1 to assign class size relief hours at their individual sites.
44 The hours shall be assigned by building seniority.
45

46 C. If unassigned hours remain after exhausting list #1, administrators shall seek to fill hours from
47 Seniority List #2.
48

1 D. Section 10.9 will be applied as employment decisions are made.

2
3 E. Class size relief hours may not extend from one school year into another.

4
5 **Section 10.11.** Employees who change job classifications within the bargaining unit shall retain their hire
6 dates in the previous classification for a period of one (1) year, notwithstanding that they have acquired a
7 new hire date and a new classification.

8
9 **Section 10.12.** The District shall publicize within the bargaining unit for five (5) days, classifications in
10 which there are new or open positions as soon as the District has determined that such an opening exists.
11 In addition to the current custom and practice, "open positions" are further defined as those created by the
12 District following an involuntary transfer within general job classifications to increase operational
13 efficiency that are made in accordance with this section. Transfers within general job classifications that
14 do not change total hours and/or wages shall not be considered new or open positions. A copy of the job
15 posting shall be forwarded to the Association President.

16
17 **Section 10.12.1.** The District shall notify the Association President of all new hires and temporary
18 employees within five (5) days of their first day of employment. The District will identify individuals in
19 relation to job postings previously publicized. The District shall keep the Association President
20 apprised, on a timely basis, of the accumulation of days of employment of employees defined as
21 temporary employees pursuant to Section 10.2 herein.

22
23 **Section 10.13.** In the event of layoff, employees so affected are to be placed on a reemployment list
24 maintained by the District according to layoff ranking. Such employees are to have priority in filling an
25 opening in the classification held immediately prior to layoff. Names shall remain on the reemployment
26 list for two (2) years. If the state reduces the number of student waiver days (currently two (2) days), the
27 District will add those reduced days to the student calendar and subsequently affected employee
28 employment contracts will increase by a like number of days.

29
30 **Section 10.14.** Employees on layoff status shall file their addresses in writing with the personnel office of
31 the District and shall thereafter promptly advise the District in writing of any change of address.

32
33 **Section 10.15.** An employee shall forfeit rights to reemployment as provided in Section 10.13 if the
34 employee does not comply with the requirements of Section 10.14, or if the employee does not respond to
35 the offer of reemployment within fifteen (15) days.

36
37 **Section 10.16.** An employee on layoff status who rejects an offer of reemployment forfeits seniority and
38 all other accrued benefits; provided, that such employee is offered a position substantially equal to that
39 held prior to layoff.

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ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1. The District shall have the right to discipline or discharge an employee for justifiable cause. Conferences between the employee and the Superintendent, the Superintendent's administrative designee, or the employee's supervisor which have as their purpose the investigation of complaints or the discussion of potential performance deficiencies shall not be considered disciplinary action. If the purpose of the conference is to initiate disciplinary action, the employee is entitled to have an Association representative present. Disciplinary action, including discharge, is subject to provisions of the grievance procedure hereinafter provided.

The establishment of a probationary period for purposes of remediation of performance deficiencies shall not be considered disciplinary action.

Section 11.1.1. Progressive Discipline. Except in felonious circumstances and where just cause exists, the District may exercise progressive standards of discipline. Depending upon the severity of the offense, discipline may begin at any step. However, if circumstances justify, some steps may be eliminated. Such discipline shall include, but not be limited to, the following steps:

- A. Oral admonishment.
- B. Letter of admonishment.
- C. Official letter of reprimand.
- D. Probation for discipline not to exceed forty (40) working days.
- E. Suspension without pay up to ten (10) working days.
- F. Termination.

Section 11.2. Employees whose work year is less than two hundred sixty (260) days shall be notified of the District's intent to discharge them prior to the employee's last working day of the current work year, unless such discharge is done consistent with layoff procedures stipulated elsewhere in the Agreement.

Section 11.2.1. Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to the expiration of the instructional year.

Section 11.2.2. Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

Section 11.3. Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks notice of intention to discharge. Employees shall provide the District two (2) weeks notification of their intent to resign.

Section 11.4. Refusing to cross a picket line set up by an organization other than the Association or participating in sympathy work stoppages shall be justifiable cause for discharge. The District recognizes the responsibility of affording employees safe conduct to work.

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ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. During the term of this Agreement, funds for the purchase of authorized insurance benefits will be provided to all eligible employees in the full amount authorized by the State. For the sole purpose of this Section, a full-time equivalent (FTE) employee is one thousand four hundred forty (1,440) work hours per year. Employees who are compensated for less than one thousand four hundred forty (1,440) hours per year shall be prorated based on 1,440=1 FTE, provided no employee shall be considered more than 1.00 FTE. The District shall provide the entire amount for the duration of this contract referred to as the “carve-out” for all employees subject to the language of this section, such amount to be paid in addition to the funds referenced above. The “carve-out” dollar total is over and above all wage enhancements and wage increases.

Additionally, the District shall contribute forty thousand dollars (\$40,000) for the 2007-08 school year, forty-five thousand dollars (\$45,000) for the 2008-09 school year, and fifty thousand dollars (\$50,000) for the 2009-10 school year to the bargaining unit’s insurance benefits pool.

Section 12.2. Eligible insurance plans shall be those identified by the Association and the District on an annual basis. Plans shall be eligible under the law for payment under the general heading of health benefits and may include dental, medical, vision, salary protection and life insurance.

Each employee will be provided a list of eligible plans, rules of the provider, and their costs and a general explanation of benefits and will have the opportunity to select those benefits that the employee individually considers appropriate. Subject to the rules of the insurance providers, employees shall be allowed to include eligible dependents for purposes of insurance coverage. In the event that the Association and the District agree that one or more benefits are required of all employees, the optional provisions of this section shall not apply.

Selection of the eligible benefits plans will be done after appropriate market surveys, solicitation of proposals and advice, considering the recommendation of the District's broker of record and review and consideration of the needs of the members of the Association. A joint committee, consisting of the Assistant Superintendent or designee and three (3) appointments of the President of the Association will conduct the necessary studies and will prepare recommendations for approval of the membership of the Association by simple majority. Such action will take place to September 15 of each year. Sans such action, the District will prescribe the benefits program available to the Association.

Section 12.3. Substitute employees included in the bargaining unit shall not be eligible for District contributions to approved plans, pursuant to Sections 12.1 through 12.2. They shall be included and eligible to participate in the plans specified in Section 12.2 at their own expense, subject to the rules of the insurance providers.

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ARTICLE XIII

PROFESSIONAL AND PERSONAL GROWTH TRAINING

Section 13.1. Employees attending training courses required by State regulations or the District as a condition of continued employment will be paid by the District, at the employee's regular hourly rate of pay for all time in attendance, plus any fee, tuition, and transportation costs.

Section 13.2. Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary, if the course requires them to attend on their regular school employment time, but no salary payment will be made for any time an employee would not have regularly worked; however, expenses incurred for transportation and/or training course fees and tuition will be paid by the School District. Approval of the School District will be based upon value of the training to the District and availability of funds.

Section 13.3. The District will establish a fund in the amount of six thousand dollars (\$6,000) for the purpose of providing training and professional growth programs and courses that are designed to improve and enhance the job skills of all classified employees within the bargaining unit. A variety of such opportunities will be developed and offered to bargaining unit members.

The fund will be administered by a Staff Self-Improvement Committee to be established within thirty (30) days of the start of the school year. The Staff Self-Improvement Committee will consist of one (1) District Administrator, one (1) staff member of the District's accounting department, and one (1) bargaining unit representative from each classification. The Committee will communicate monthly to update and evaluate applications and funds.

If the Committee approves attendance of the employee at any such program or course, salary reimbursement will be made in accordance with Section 13.2. The District will pay substitute costs, fees, tuition, transportation/travel, or cost of any materials associated with such approved attendance.

Members of the Staff Self-Improvement Committee will develop and distribute a policy brochure outlining the application process for funds to cover costs of attendance at training and professional growth programs and courses. Additionally, the brochure will provide pertinent information relevant to training opportunities.

Section 13.4. Paraeducator Professional Growth Fund Committee. The District will establish a Fund in the amount of five thousand dollars (\$5,000) per year for the purpose of providing training and professional growth programs with courses that are designed to improve and enhance job skills. The Fund shall be available only to the paraeducators working within the PSE bargaining unit. The Fund shall be administered by a committee consisting of four (4) PSE classified employees; (one (1) officer, two (2) paraeducators, one (1) staff self-improvement member), and one (1) administrator selected by the District. The committee will have the discretion on how the funds are distributed.

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ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing shall, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.

Section 14.2. All employees subject to this Agreement who are not members of the Association on the effective date of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, including substitute employees within the bargaining unit, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement.

Section 14.3. As an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Association may pay to the Association each month a service fee as a contribution towards the administration of this Agreement in an amount no greater than regular monthly dues. This service fee shall be collected by the Association in the same manner as monthly dues.

Section 14.4. The District shall notify all prospective new hires of the terms and conditions of this Article. A list of the new employees will be supplied the Association monthly upon request. Any employee who refuses to become a member of the Association in good standing, or pay the service charge in accordance with this Article, shall, at the option of the Association, be immediately discharged from employment by the District. The State Association shall be responsible to notify the District and the employee of its impending implementation of this Article.

Section 14.5. Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount not to exceed normal dues to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.45.122.

Section 14.6. Checkoff. The District shall deduct PSE State and local chapter dues or service fees from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit State funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis. The District shall transmit local chapter dues to the chapter President on a monthly basis.

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ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1. Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.

Section 15.2. Grievance Steps.

Section 15.2.1. The employee shall first discuss the grievance with the immediate supervisor. If the employee wishes, the employee may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) days of the date when the employee could have reasonably been expected to have become aware of the action being grieved, shall be invalid and subject to no further processing.

Section 15.2.2. If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall, within fifteen (15) days, reduce to writing a statement of the grievance containing the following:

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

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the Superintendent. The Superintendent will have ten (10) days from submission of the written statement of grievance to schedule a hearing on the grievance. Following this hearing, the Superintendent shall issue a decision within ten (10) days. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 15.2.3. If no settlement has been reached within the timelines referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) days to the District Board of Directors. After such submission, the Board will have thirty (30) days from submission of the written statement of grievance to schedule a hearing on the grievance. Following this hearing the Board shall have thirty (30) days to make a decision. If an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by an Association representative or designee.

Section 15.2.4. If no settlement has been reached within the timelines referred to in the preceding subsection, and the Association believes the grievance to be valid, the employee may demand arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the interpretation or the application of this Agreement shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them. Costs of such arbitration, excluding attorney's fees, shall be shared equally by the Association and the District.

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ARTICLE XVI

TRANSFER OF PREVIOUS EXPERIENCE

Section 16.1. Any new hire subject to this Agreement shall receive longevity credit for employment experience in any other Washington public school district in accordance with the terms of RCW 28A.58.099.

Section 16.2. The longevity credit so transferred shall be applicable to all benefits herein including Schedule A, except the seniority provisions.

ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1. Employees shall be compensated in accordance with the provisions of this Agreement for all approved hours worked.

Section 17.1.1. Employees may volunteer their time and talents on behalf of pre-identified, non-District organizations whose activities may take place on District property or that may utilize District equipment, provided that such volunteer activity does not replace a work assignment for which pay has historically been made by the District and that there has been no request or coercion by District supervisory personnel. In the event the District received any compensation for labor costs for use of District property, any work performed by a member of this bargaining unit shall be assigned and compensated in accordance with Article X and Schedule A. Any volunteer activities performed by members of this bargaining unit in accordance with this Section will be based entirely on the decision of the individual employee.

Section 17.2. Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

Section 17.2.1. It is the intent of the District to obligate funds for salaries and compensation that do not exceed the amount authorized by the State and which utilize the amount provided by State for salaries in State funded programs. Hourly rates for employees in non-State funded programs shall not be different from employees in State-funded programs because of the source of funding. If payment of the salaries provided by Schedule A included in this Agreement exceed the amount authorized, the District shall reduce the salaries by a constant amount per hour sufficient to bring the District into compliance. If payment is less than the amount funded, rates shall be increased by an amount sufficient to utilize the entire amount funded.

Effective September 1, 2007, all wages on Schedule A for school year 2007-08 shall be enhanced by no less than 3.7% flow through plus one-third (1/3) of longevity (Step III+\$0.15/hr; Step IV+\$0.20/hr). Effective September 1, 2008, all wages on Schedule A for school year 2008-09 shall be enhanced by no less than 3.2% flow-through plus one-third (1/3) of longevity (Step III+\$0.15/hr; Step IV+\$0.20/hr.) plus \$30,000 in enhancements. Effective September 1, 2009, all wages on Schedule A for school year 2009-10 shall be enhanced by a 2.0% increase or state flow-through, whichever is greater. If state flow through

1 is greater than two percent (2%), the District will add \$30,000 for additional enhancements. If less than
2 two percent (2%) is received from the State, the District will look at how much of the \$30,000 is needed
3 to reach the two percent (2%) and pass the rest through, if any. Plus one-third (1/3) longevity additional
4 columns, (Step III +\$0.10/hour; Step IV + \$0.20/hour). Each bargaining unit member currently on Step 1
5 as of June 21, 2007 will be grandfathered to Step 2 on their applicable anniversary date and remain there
6 until they reach the next longevity Schedule A step.

7
8 The District and the Association agree to three (3) contract reopeners for language only and no wage
9 reopeners except for the \$30,000 enhancement language in years 2008-09 and 2009-10.

10
11 **Section 17.2.2.** Members of the bargaining unit who volunteer and are appointed to coach or advise
12 student activities shall be paid the stipend which would be paid to a certificated employee in that
13 assignment.

14
15 **Section 17.2.3.** Employees who volunteer for student supervision or similar activities shall be paid a flat
16 rate of thirty dollars (\$30.00) for each occurrence.

17
18 **Section 17.2.4.** Employees who teach adult education classes shall be paid the established rate for such
19 instruction.

20
21 **Section 17.3.** Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to
22 the terms and conditions of Article XVIII, Section 18.3. Should the date of execution of this Agreement
23 be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

24
25 **Section 17.4.** Retroactive pay, where applicable, shall be paid on the first regular payday following
26 execution of this Agreement, if possible, and in any case not later than the second regular payday. In the
27 case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such
28 retroactive pay shall be paid on the first regular payday following agreement on such schedule, if possible,
29 and in any case not later than the second regular payday.

30
31 **Section 17.5.** Incremental steps, where applicable, shall take effect on the first day of the month in which
32 an employee completes one year of service.

33
34 **Section 17.6.** Any employee who changes job positions or classifications shall receive full longevity
35 credit regarding step placement on Schedule A.

36
37 **Section 17.7.** For purposes of calculating daily hours, time worked shall be rounded to the next
38 one-quarter (1/4) hour except in the instance of bus drivers.

39
40 **Section 17.8.** Any employee required to travel from one site to another in a private vehicle during
41 working hours shall be reimbursed for such travel on a per mile basis at the rate paid to State employees
42 as set forth by the Superintendent of Public Instruction.

43
44 **Section 17.9.** Employees required to remain overnight on District business shall be reimbursed for
45 lodging plus twenty-four dollars (\$24.00) per diem for meals in accordance with District policy.

46
47 **Section 17.10.** One pair of clean overalls per week shall be furnished by the District to all mechanic
48 employees.

1 **Section 17.10.1.** A clothing allowance of two hundred dollars (\$200.00) per year for work shirts, pants,
2 coats, etc. will be provided to all maintenance employees by the District. The District may, at its own
3 discretion, apply a clothing allowance to other District employees as needed. District clothing shall have
4 the Arlington School District logo and employee name on all.

5
6 **Section 17.11.** District-owned rain gear shall be available, as required, for all personnel working outside
7 during inclement weather.

8
9 **Section 17.12.** The District shall pay for one-half the cost of optional District uniforms. The District
10 shall pay all of the cost of required District uniforms or other required clothing.

11
12 **Section 17.13.** The District shall have the right to require physical examinations as prescribed by State
13 law. The District shall designate a physician(s) to perform the physical examination and shall pay the full
14 cost of such exam. All physical exams shall be performed by District physician(s) except that after one
15 (1) year of employment an employee shall have the right to select his/her personal physician, subject to
16 the District paying no more than one-half (1/2) of such cost or the amount which would have been paid to
17 the District's physician(s) for an examination, whichever is less.

18
19 **Section 17.14.** No employee may be required to perform an asbestos-related duty.

20 21 22 23 **ARTICLE XVIII**

24 25 **TERM AND SEPARABILITY OF PROVISIONS**

26
27 **Section 18.1.** The term of this Agreement shall be September 1, 2007 to August 31, 2010.

28
29 **Section 18.2.** All provisions of this Agreement shall be applicable to the entire term of this Agreement
30 notwithstanding its execution date, except as provided in the following section.

31
32 **Section 18.3.** This Agreement, except as otherwise stated, may be reopened and modified at any time
33 during its term upon written mutual consent of the parties. Such notification shall be in writing and shall
34 include those sections of the Agreement intended for negotiation.

35
36 **Section 18.4.** If any provision of this Agreement or the application of any such provision is held invalid,
37 the remainder of this Agreement shall not be affected thereby.

38
39 **Section 18.5.** Neither party shall be compelled to comply to any provision of this Agreement which
40 conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

41
42 **Section 18.6.** In the event either of the two (2) previous sections is determined to apply to any provision
43 of this Agreement, such provision shall be renegotiated pursuant to Section 18.3.

ARTICLE XIX

APPRENTICESHIP

Section 19.1. All employees enrolled as apprentices by the Washington Public School Classified Employees Joint Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of this Agreement; except that the (WPSCEJATC) shall have jurisdiction to insure that apprentices successfully complete all requirements of the program as approved and registered with the Washington State Apprenticeship and Training Council.

Section 19.1.1. In the event an apprentice is deemed unsuccessful by the Local JATC in completing any or all parts of the approved standards, such apprentice waives contractual recourse through the grievance procedure, Article XV.

Section 19.1.2. The maximum ratio of apprentice to journey level employees shall be one-to-one. If, at any given time, those requesting apprentice status exceeds the one-to-one ratio, employees shall be selected based upon seniority.

Section 19.2. Employees enrolled as apprentices shall receive the paraeducator rate of pay for their positions, as specified on Schedule A.

Section 19.2.1. Upon successful completion of apprenticeship standards and recognition by the WPSCEJATC of journey status, the journey person shall receive the paraeducator Journey rate of pay which shall be equal to seventy-five percent (75%) of the average rate for completion received by assistants in the local area.

Section 19.3. Employees shall be responsible for tuition costs associated with college credits and for required books and materials.

Section 19.4. Participation in the apprenticeship program shall be completely voluntary for all paraeducators.

Section 19.5. Persons employed on the effective date of this Agreement may apply for the apprenticeship program at any time new enrollees are accepted. Applications will be accepted annually prior to October 1st.

Section 19.6. This Article may be reopened at any time upon mutual agreement of the parties or as new classifications are proposed by the Local JATC for journey level status.

Section 19.7. Professional Standards Program. The District recognizes the Professional Standards Certificate as issued by the National Association of Educational Office Professionals with provisions beyond the monthly salary schedule as identified in Addendum No. 1 to Schedule A-1. Such payment shall begin with the paycheck following confirmation of the award/degree and submission of such confirmation to the Superintendent.

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**PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON**

ARLINGTON CHAPTER

BY: Signed
 Deann Vanwinkle, President

DATE: 8/14/07

ARLINGTON SCHOOL DISTRICT

BY: Signed
 Linda Byrnes, Superintendent

DATE: 8/14/07

SCHEDULE A

ARLINGTON SCHOOL DISTRICT

September 1, 2007 through August 31, 2008

		Sub Rate	Year 0-4 Step I	Year 5-9 Step II	Year 10-19 Step III	Year 20+ Step IV
7501	Maintenance HVAC/Journey Level		\$23.78	\$25.96	\$26.11	\$26.31
7500	Maintenance Worker/Journey Level		\$23.59	\$25.78	\$25.93	\$26.13
7502	Maintenance Worker	\$17.06	\$18.96	\$20.69	\$20.84	\$21.04
7502	Maintenance/Swing Shift		\$19.95	\$21.06	\$21.21	\$21.41
7416	Painter		\$13.66	\$15.00	\$15.15	\$15.35
7402	Lead Custodian Swing Shift, AHS		\$17.68	\$19.21	\$19.36	\$19.56
7401	Custodian, Swing shift	\$14.91	\$16.57	\$18.11	\$18.26	\$18.46
7413	Custodian, Grounds		\$16.49	\$18.00	\$18.15	\$18.35
7415	Custodian, Trash Truck Driver		\$16.49	\$18.00	\$18.15	\$18.35
7403	Custodian	\$14.57	\$16.19	\$17.69	\$17.84	\$18.04
	Custodian/Courier/Warehouse Delivery-Swing Shift		\$16.99	\$18.56	\$18.71	\$18.91
7404	Custodian/Courier/Warehouse Delivery		\$16.57	\$18.11	\$18.26	\$18.46
6533	Mechanic/Driver	\$18.09	\$20.10	\$21.87	\$22.02	\$22.22
6536	Preventative Maintenance Tech		\$19.76	\$20.80	\$20.95	\$21.15
6535	Bus Driver & Driver/Trainer & Driver/Dispatcher	\$16.00	\$17.78	\$19.37	\$19.52	\$19.72
1801	Lead Cook/Baker		\$15.90	\$17.28	\$17.43	\$17.63
1802	Cook/Baker	\$13.18	\$14.64	\$15.99	\$16.14	\$16.34
1811	Food Service Worker	\$11.64	\$12.93	\$14.24	\$14.39	\$14.59
1703	Paraeducator - Journey Level		\$14.72	\$16.09	\$16.24	\$16.44
1706	Paraeducator – Life Skills		\$14.37	\$15.63	\$15.78	\$15.98
1701	Paraeducator	\$12.84	\$14.27	\$15.53	\$15.68	\$15.88
1705	Paraeducator Campus Monitor		\$14.27	\$15.53	\$15.68	\$15.88
	Indian Ed Tutor		\$14.27	\$15.53	\$15.68	\$15.88
1601	Secretary I	\$14.87	\$16.52	\$18.05	\$18.20	\$18.40
1602	Secretary II	\$14.64	\$16.27	\$17.78	\$17.93	\$18.13
1603	Secretary III	\$13.90	\$15.45	\$16.86	\$17.01	\$17.21
1907	Child Care Director	\$15.17	\$16.85	\$18.39	\$18.54	\$18.74
1397	School Nurse (Licensed LPN)	\$15.62	\$17.36	\$18.82	\$20.97	\$23.17
1396	Registered Nurse		\$24.62	\$26.81	\$28.96	\$31.16
4801	ECEAP Educator/Family Services Coordinator: AA Degree		\$17.80	\$19.43	\$19.58	\$19.78
	ECEAP Educator/Family Services Coordinator BA Degree		\$21.52	\$23.48	\$23.63	\$23.83
	ECEAP Educator/Family Services Coordinator MA Degree		\$22.24	\$24.28	\$24.43	\$24.63
1215	Attendance Specialist		\$17.80	\$19.43	\$19.58	\$19.78
	Attendance Officer		\$15.29	\$16.66	\$16.81	\$17.01
1714	Community Leadership Team Supervisor (Grant)		\$15.70	\$16.53	\$16.68	\$16.88
1713	Employment Specialist (Grant)		\$19.90	\$22.11	\$22.26	\$22.46
1394	Hearing Impaired/Interpreter Tutor/Brailist	\$14.65	\$16.28	\$17.78	\$17.93	\$18.13
1216	Intervention Specialist		\$26.12	\$28.54	\$28.69	\$28.89
1395	Job Coach		\$16.28	\$17.13	\$17.28	\$17.48
1650	Non-Certified Instructor		\$17.80	\$19.43	\$19.58	\$19.78
1386	Occupational/Physical Therapist		\$17.65	\$19.28	\$19.43	\$19.63
	Speech Language Pathologist Assistant		\$17.65	\$19.28	\$19.43	\$19.63
1710	School-To-Work Coordinator		\$17.45	\$19.04	\$19.19	\$19.39
9900	Seasonal Labor		\$10.57	\$11.50	\$11.65	\$11.85
1711	Substance Abuse Specialist (Grant)		\$17.70	\$19.90	\$20.05	\$20.25
635	Technology Technician		\$18.12	\$19.54	\$19.69	\$19.89
635	Technology Technician w/Certification		\$20.51	\$21.95	\$22.10	\$22.30
1715	Work-Based Learning Coordinator		\$17.45	\$19.04	\$19.19	\$19.39

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ADDENDUM NO. 1

ARLINGTON SCHOOL DISTRICT

PROFESSIONAL STANDARDS PROGRAM

1. The District recognizes the Professional Standards Certificate as issued by the National Association of Educational Office Professionals with the following provisions beyond the monthly salary schedule:

Certificate Earned	Monthly Stipend
Basic	\$15.00
Associate Professional	\$15.00
Advanced I	\$15.00
Advanced II	\$15.00
Advanced III	\$18.00
Associate Degree	\$18.00
CEOE Option 1	\$25.00
Bachelor's Degree	\$27.50
Master's Degree	\$30.00

Such payment shall begin with the paycheck following confirmation of the award/degree and submission of such confirmation to the Superintendent.

2. All Food Service workers certified with the School Nutrition Association will receive a stipend of fifteen dollars (\$15.00) per month upon proof of certification.
3. Certified Maintenance HVAC Journey level workers will receive a stipend of fifteen dollars (\$15.00) per month upon proof of certification.

**Arlington School District
And
Public School Employees**

**Memorandum of Understanding
Section 7.8.1.2
Bidding of Open Routes**

In the interest of working collaboratively to devise the least disruptive solutions to filling open routes or added work that becomes open after the annual bid, the parties agree to the following:

The Transportation Director with concurrence from both the PSE Transportation Representative and the PSE President may conduct additional bids throughout the school year to fill open routes or new added work. These bids will be scheduled in advance and will not be subject to the five (5) day posting per Section 10.12.1.

This agreement is in effect through August 31, 2010.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON

ARLINGTON SCHOOL DISTRICT

ARLINGTON CHAPTER

BY: Deann VanWinkle

BY: Bob Eber

DATE: 1/5/09

DATE: 1/5/09

Memorandum of Understanding

Between

Public School Employees

And

Arlington School District

Athletic Secretary

Nov. 2008

PSE and the Arlington School District agree to change the job category status of the Athletic Secretary from level 3 to level 2 effective Sept. 1, 2008.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON

ARLINGTON PUBLIC SCHOOLS

ARLINGTON CHAPTER

BY: *Denny VanWinkle*

BY: *Bob Ester*

DATE: *12/11/08*

DATE: *12/11/08*

**Memorandum of Understanding
Between
Public School Employees
And
Arlington School District**

**Bargaining Unit Membership
Article 1, Section 1.4
March 3, 2009**

In Article 1, Section 1.4 on line 7 change ~~Director~~ Supervisor of Transportation and on line 8 change Assistant ~~Director~~ Supervisor of Transportation.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON

ARLINGTON SCHOOL DISTRICT

ARLINGTON CHAPTER

BY: Deany Vanurto

BY: Bob Eto

DATE: 3/4/09

DATE: 3/4/09

ARLINGTON PUBLIC SCHOOLS
PSE SCHEDULE A - 2008-2009

	0 TO 4	5 TO 9	+ .15 10 TO 19	+ .20 20+
	STEP I	STEP II	STEP III	STEP IV
Maintenance HVAC/Journey level	24.83	27.10	27.41	27.67
Maintenance Worker/Journey level	24.63	26.91	27.22	27.48
Maintenance Worker	19.79	21.60	21.91	22.17
Maintenance /Swing shift	20.83	21.99	22.29	22.55
Painter	14.26	15.66	15.97	16.23
Lead Custodian, Swing Shift, AHS	18.46	20.06	20.36	20.62
Custodian, Swing shift	17.30	18.91	19.21	19.47
Custodial, Grounds	17.22	18.79	19.10	19.36
Custodial/Grounds/Maintenance	18.79	20.43	20.74	21.00
Custodian, Trash Truck Driver	17.22	18.79	19.10	19.36
Custodian	16.90	18.47	18.77	19.03
Custodian/Courier/Warehouse Delivery - Swing Shift	17.74	19.38	19.68	19.94
Custodian/Courier/Warehouse Delivery	17.30	18.91	19.21	19.47
Mechanic/Driver	21.98	23.83	24.14	24.40
Preventative Maint Tech	20.63	21.72	22.02	22.28
Bus Driver & Drvr/Trainer & Drvr/Dispatcher	18.59	20.25	20.56	20.82
Bus Driver/Trainer while training Only	19.34	21.00	21.31	21.57
Lead Cook/Baker	16.60	18.04	18.35	18.61
Cook/Baker	15.28	16.69	17.00	17.26
Food Service Worker	13.50	14.87	15.17	15.43
Para Educator - Journey Level	15.37	16.80	17.10	17.36
Para Educator - Life Skills and Presidents Preschool	15.10	16.42	16.72	16.98
Para Educator - Special Needs	15.00	16.31	16.62	16.88
Para Educator	14.90	16.21	16.52	16.78
Para Educator Campus Monitor	14.90	16.21	16.52	16.78
Indian Ed Tutor	14.90	16.21	16.52	16.78
Adm Asst to Dir Spec Progr/Dir Suppt Serv	18.97	20.73	21.05	21.33
Secretary I	17.25	18.84	19.15	19.41
Secretary II	16.99	18.56	18.87	19.13
Secretary III	16.13	17.60	17.91	18.17
Child Care Director	17.59	19.20	19.51	19.76
School Nurse (Licensed LPN)	18.12	19.65	22.04	24.39
Registered Nurse	25.70	27.99	30.38	32.73
ECEAP Educator/Family Serv Coord: AA Degree	18.58	20.28	20.59	20.85
ECEAP Educator/Family Serv Coord: BA Degree	22.47	24.51	24.82	25.08
ECEAP Educator/Family Serv Coord: MA Degree	23.22	25.35	25.65	25.91
Attendance Specialist	18.58	20.28	20.59	20.85
Attendance Officer	15.96	17.39	17.70	17.96
Community Leadership Team Spvrs(Grant)	16.39	17.26	17.56	17.82
Employment Specialist (Grant)	20.78	23.08	23.39	23.65
Hearing Impaired/Interpreter Tutor/Brailist	17.00	18.56	18.87	19.13
Intervention Specialist	27.27	29.80	30.10	30.36
Job Coach	17.00	17.88	18.19	18.45
Non-Cert Instructor	18.58	20.28	20.59	20.85
Occupational/Physical Therapist	18.43	20.13	20.43	20.69
Speech Language Pathologist Assistant	18.43	20.13	20.43	20.69
School-to-work Coordinator	18.22	19.88	20.18	20.44
Seasonal Labor	11.04	12.01	12.31	12.57
Substance Abuse Specialist (Grant)	18.48	20.78	21.08	21.34
Technology technician	18.92	20.40	20.71	20.97
Technology technician w/cert	22.16	23.67	23.97	24.23
Work-based Learning Coordinator	18.22	19.88	20.18	20.44
Admin Assistant	18.97	20.73	20.90	21.13

Shirley Car
9-5-2008