

COLLECTIVE BARGAINING AGREEMENT BETWEEN

ABERDEEN SCHOOL DISTRICT

AND

**PUBLIC SCHOOL EMPLOYEES OF
ABERDEEN**

SEPTEMBER 1, 2007 THROUGH AUGUST 31, 2010

Public School Employees of Washington
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1 **PREAMBLE**

2
3 The parties agree that it is in their mutual interest and purpose to promote systematic and effective
4 employee-management cooperation; to execute a written agreement; to confer and negotiate in good
5 faith at reasonable times with respect to grievance procedures and collective negotiations on personnel
6 matters, including wages, hours and working conditions and to promote effective methods for prompt
7 adjustment of differences.

8
9 This Agreement is made and entered into between Aberdeen School District Number 5 (hereinafter
10 "District") and the Public School Employees of Aberdeen, an affiliate of Public School Employees of
11 Washington (hereinafter "Association").

12
13 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
14 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the
15 parties agree as follows:
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19 **ARTICLE I**

20
21 **RECOGNITION AND COVERAGE OF AGREEMENT**

22
23 **Section 1.1.** The District hereby recognizes the Association as the exclusive representative of all
24 employees in the bargaining unit described in Section 1.4, and the Association recognizes the
25 responsibility of representing the interests of all such employees.
26

27 **Section 1.2.** Nothing contained herein shall be construed to include in the bargaining unit any person
28 whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential
29 relationship to the Board of Directors or superintendent of the District pursuant to RCW 41.56.030 (2).
30

31 **Section 1.3.** Upon a reasonable request, the District will provide the Association with amendments,
32 changes and additions to job descriptions.
33

34 **Section 1.4.** The bargaining unit to which this Agreement is applicable shall consist of all classified
35 employees in the following general job classifications: secretarial/clerical, and
36 para-educators/professional/technical. The following management secretaries shall be exempt from
37 the bargaining unit: superintendent's secretary (1), personnel secretary (1), business manager's
38 secretary (1), assistant superintendent's secretary and any other future confidential secretaries.
39

40 **Section 1.5.** Substitute employees who work thirty (30) days in the current or immediately preceding
41 work year, and who continue to be available for employment shall be included in the bargaining unit.
42 The only provisions of this Agreement applicable to bargaining unit substitutes shall be Sections 6.3,
43 6.4, 13.5, and Schedule A (Bargaining Unit Substitute Rate). Article XIV, the Grievance Procedure,
44 shall be applicable to the specific sections stated in the immediately preceding sentence. The
45 provisions stated in this subsection shall be the sole provisions of the Agreement applicable to
46 bargaining unit substitutes.
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1 **Section 1.6.** All substitute employees working more than twenty (20) consecutive workdays in the
2 same position shall receive first step pay for the applicable pay rate as per Schedule A for all hours
3 worked in addition to the provisions specified in Section 1.5. of the Agreement.
4

5 **Section 1.7.** Temporary employees shall be defined as leave replacement employees and employees
6 hired for a fixed period of time with a designated ending date no longer than one (1) year. Temporary
7 employees shall receive full coverage as allowed by law under this Agreement. (Retirement not
8 available.)
9

10 In the event a temporary position has a duration for a period of more than one (1) year or is reposted
11 for a second continuous year, said position shall be posted as a regular position. Notwithstanding the
12 immediate preceding sentence, the District has the right to post a temporary position as a regular
13 position prior to the one (1) year limit.
14

15 New employees hired to fill a temporary position will be laid off without further benefits under the
16 contract on the posted termination date.
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19 **ARTICLE II**

20 **RIGHTS OF THE EMPLOYER**

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

32 **Section 2.2.** The right to make reasonable rules and regulations shall be considered acknowledged
33 functions of the District. In making rules and regulations relating to personnel policies, procedures and
34 practices, and matters of working considerations, the District shall give consideration to the rights of
35 the Association and the employees and to the obligations imposed by this Agreement.
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38 **ARTICLE III**

39 **RIGHTS OF THE EMPLOYEES**

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42 **Section 3.1.** It is agreed that the employees in the unit defined herein will have and will be protected
43 in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the
44 Association in accordance with and subject to applicable laws, regulations and the provisions of this
45 Agreement. The freedom of such employees to assist the Association will be recognized as extending
46 to participation in the management of the Association. The District will take no action which will
47 coerce, discriminate, or restrain membership in the employee organization.
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1 **Section 3.2.** Each employee will have the right to bring matters of personal concern to the attention of
2 appropriate Association representatives and/or appropriate officials of the District.
3

4 **Section 3.3.** Employees subject to this Agreement have the right to have Association representatives
5 or other persons to a maximum of two (2) unless mutually agreed otherwise, present at discussions
6 between themselves and supervisors or other representatives of the District as hereinafter provided in
7 the Grievance Procedure of the Agreement. Included are investigatory interviews when an employee
8 reasonably believes that discipline could result. The right to Association representation shall not
9 reasonably delay such discussions.
10

11 **Section 3.4.** Each employee reserves and retains the right to delegate any right or duty contained in
12 this Agreement, exclusive of compensation for services rendered, to appropriate officials of the
13 Association.
14

15 **Section 3.5.** Neither the District, nor the Association, shall discriminate against any employee subject
16 to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a
17 physical handicap with respect to a position, the duties of which may be performed efficiently by an
18 individual without danger to the health or safety of the physically handicapped person or others.
19

20 **Section 3.6. Personnel File.** There shall be only one (1) official personnel file for each employee.
21 Said files shall be kept in the District personnel office. Supervisors, however, have the right to keep an
22 employee working file at their job site. Each employee shall have the right upon request, and after
23 making an appointment for that purpose, to review, in the presence of a District administrator or
24 designee, the contents of his/her official personnel file. At the request of the employee, the District
25 will provide copies of material contained in the file. A reasonable charge may be made for providing
26 copies.
27

28 No performance related material shall be placed in the employee's official personnel file unless said
29 material has been shown to the employee and the employee has been given an opportunity to sign the
30 material, indicating that the employee has received said material. However, the employee's signature
31 does not necessarily indicate that the employee agrees with the content of said material. An employee
32 may attach comments to any material that is a part of the personnel file.
33

34 After two (2) years, derogatory material, except evaluations, ongoing disciplinary documentation, and
35 material regarding allegations of criminal misconduct, may be removed from the file. Either the
36 employee or the District may initiate the action to have material removed.
37

38 **Section 3.7.** The District shall maintain a separate medical information file for each classified
39 employee of the District. Said files shall be kept in the District administration office and will contain
40 such sensitive information as immunization history and health related cards. This medical information
41 file will insure confidentiality of sensitive information regarding the employee.
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1 **Section 3.8.** The District agrees to provide safe and non-hazardous working conditions within the
2 District facilities. The employees will use all equipment required by State and federal regulations and
3 provided by the employer. The District agrees to comply with all appropriate and applicable health and
4 safety regulations. Employees accept the responsibilities stated in WAC 296-24-025 General Safety
5 and Health Standards.
6

7 **Section 3.8.1.** Any case of assault upon an employee shall promptly be reported to the employer
8 or the employer's designated representative and a written incident report shall be filled out.
9

10 **Section 3.9.** Employees who administer student catheterization services shall be provided the training
11 and right of refusal described in RCW 28A.210.280.
12

13 **Section 3.10.** Employees shall receive compensation at their regular hourly rate for attendance at all
14 required meetings.
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17 **ARTICLE IV**

18 **RIGHTS OF THE ASSOCIATION**

19 **Section 4.1.** The Association has the right and responsibility to represent the interests of all employees
20 in the unit; to present its views to the District on matters of concern, either orally or in writing, in
21 accordance with the Collective Bargaining Act of 1967 and subsequent amendments thereto.
22
23

24 **Section 4.2.** The Association is entitled to have an observer at hearings conducted by any District
25 official or body arising out of grievance of a member of the unit.
26
27

28 **Section 4.3.** The District will, at the time of hire, provide each new employee with a copy of the
29 Agreement. Agreements to be furnished by the Association.
30

31 **Section 4.4.** The Association reserves and retains the right to delegate any right or duty contained
32 herein to appropriate officials of the Public School Employees of Washington State Organization.
33

34 **Section 4.5.** Upon a reasonable request by the Association, the name, address, and salary of
35 employees within the bargaining unit shall be provided annually on October 1. The name, address, and
36 salary of new employees will be provided the Association.
37

38 **Section 4.6.** Representatives of the Association, upon a request being approved by the superintendent
39 of schools or the superintendent's designee, shall have access to the District premises during business
40 hours, provided that the Association Representative will not in any way hamper or obstruct the
41 employee(s) normal work.
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1 **Section 4.7. Bulletin Boards.** The District shall provide designated bulletin board space in each
2 school for the use of the Association. The bulletins posted by the Association are the responsibility of
3 the officials of the Association. Each bulletin shall be signed by the Association official responsible
4 for its posting. Unsigned notices or bulletins may not be posted. The responsibility for the prompt
5 removal of the notices from the bulletin boards after they have served their purpose shall rest with the
6 individual who posted such notice.

7
8 **Section 4.8.** The Association shall have the privilege of using school facilities for meetings outside
9 school hours, provided the facility is scheduled through the District process.

10
11 **Section 4.9.** The Association will be granted use of employee mailboxes for communication. An
12 Association representative may place notices in the individual mailboxes.

13 14 15 16 **ARTICLE V**

17 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

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19 **Section 5.1.** It is agreed and understood that matters appropriate for negotiations between the District
20 and the Association are hours, wages, grievance procedures and general working conditions in the
21 bargaining unit subject to this Association.

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24 **Section 5.2.** The superintendent and/or designee(s) and Association president and/or designee(s) will
25 meet at the request of either party to discuss appropriate matters of mutual concern. The party calling
26 the meeting shall state the nature of such meeting and the subject(s) to be discussed at such meeting,
27 prior to the meeting.

28
29 **Section 5.3. Professional Development Committee.** The District and Association agree to meet and
30 confer on district level professional development for employees covered by this agreement.

31
32 **Section 5.4.** The Association will designate a Conference Committee (not to exceed seven members)
33 consisting of trustees and officers who will meet with the superintendent of the District and/or
34 designated representative(s) on a mutually agreeable regular basis to discuss appropriate matters.

35
36 **Section 5.4.1. Administering the Contract.** The superintendent, one other representative of the
37 District, the Association president and one other Association member or Association staff
38 representative will meet as needed to discuss the orderly monitoring of the contract. At the discretion
39 of either party, additional meetings shall be scheduled at a mutually agreeable time. By mutual
40 agreement of the parties, the number of representatives may be changed.

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42 **Section 5.5.** The District will provide an opportunity for Association representatives to meet and
43 confer with other district bargaining teams to make recommendations for the school calendar for the
44 following year.

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ARTICLE VI

HOURS OF WORK

Section 6.1. Each employee shall be assigned to a definite and regular shift and workweek with designated times of beginning and ending, which shall not be changed, except in emergency situations without prior notice to the employee of one (1) calendar week; provided, however this notice may be waived by mutual agreement.

Section 6.2. The work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday.

Section 6.3. Each shift of seven (7) or more hours per day shall include an unpaid duty free thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a paid fifteen (15) minute first half and a paid fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. No employee shall be required to work more than five (5) consecutive hours without a meal period.

Section 6.4. Work shifts which are more than five (5) or more consecutive hours shall be designated a lunch period of thirty (30) minutes. Lunch periods shall be free from interruptions and shall be given as near the middle of the work shift as is practicable.

The regular workday shall include one (1) fifteen (15) minute rest period for each three and one-half (3½) hour period of work. In the event an employee is assigned to a work period of less than three and one-half (3½) hours but at least three hours, the employee shall be given a rest period of ten (10) minutes. For work periods of less than three (3) hours, no break is required

Section 6.5. Employees required to work through their regular lunch period will be provided a time for lunch. In the event the District requires an employee to forego the lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at the employee's regular rate, subject to the overtime provisions of Section 6.8, if the workday exceeds eight (8) hours.

Section 6.6. In the event of an unscheduled school closure due to inclement weather or plant inoperation, the District will request local radio stations to announce such closure. Building administrator will give instructions annually to classified employees regarding when or if they need to report to work on days when school is closed or running late due to inclement weather or plant inoperation.

Section 6.7. Employees required to work a full shift regularly filled by a higher classification employee shall receive compensation at the base rate of the higher classification. (In the event that the base rate of pay of the higher classification would result in a lesser hourly salary for the employee, then the employee who is working in the higher classification would be paid at the lowest hourly rate that would provide the employee an hourly increase in pay.)

1 **Section 6.8. Overtime.** Overtime is defined as being one and one-half (1½) times the employee's
2 regular hourly rate of pay.

3
4 **Section 6.8.1.** All employees working more than eight (8) hours per day and all employees
5 working more than forty (40) hours per week shall be compensated at the overtime rate of pay.

6
7 **Section 6.8.2.** All members of the bargaining unit, who are required to work on the sixth (6th)
8 and/or seventh (7th) consecutive day shall be compensated at the overtime rate of pay unless the
9 employee and the District mutually agree to a change of work dates.

10
11 **Section 6.9.** Field trips required for existing positions shall utilize the regularly assigned employee
12 whenever reasonably possible. The regularly assigned employee will accept the assignment, whenever
13 reasonably possible.

14
15 **Section 6.9.1.** Employees will be paid up to eight (8) hours regular pay per day for time spent on
16 field trips. In addition, employees will be paid time and one-half for any additional hours they are
17 required to supervise a student(s) or provide other services. For field trips over eight (8) hours,
18 employees will be given the details, including required duties and hours, before accepting the
19 assignment.

20 21 22 23 **ARTICLE VII**

24 25 **HOLIDAYS AND VACATIONS**

26
27 **Section 7.1. Holidays - 12 Month Employees.** All twelve (12) month employees shall receive the
28 following paid holidays that fall within their work year provided that they have worked their last
29 scheduled shift or portion thereof preceding the holiday and their first scheduled shift or portion
30 thereof following the holiday(s) or are on paid leave; provided, the time the shift ends is not prior to
31 the time the students have been released or their normal shift ending, whichever is earlier. In the event
32 the administrator requires their services beyond this time, the employee will be given two (2) days
33 notice. No payment shall be received if the employee is on unpaid leave immediately before or after
34 the holiday.

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| 1. New Year's Day | 7. Veterans' Day |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. Presidents' Day | 9. Day After Thanksgiving Day |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. Day Before Or Day After Christmas Day |
| 6. Labor Day | |
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1 **Section 7.2. Holidays - Less than 12 Month Employees.** All less than twelve (12) month employees
2 shall receive the following paid holidays that fall within their work year provided that they have
3 worked their last scheduled shift or portion thereof preceding the holiday and their first scheduled shift
4 or portion thereof following the holiday(s) or are on paid leave; provided, the time the shift ends is not
5 prior to the time the students have been released or their normal shift ending, whichever is earlier. In
6 the event the administrator requires their services beyond this time, the employee will be given two (2)
7 days notice. No payment shall be received if the employee is on unpaid leave immediately before or
8 after the holiday.

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10 For employees whose hours per day vary during the week, holiday pay will be based on the average
11 hours worked per day.

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| 13 | 1. New Year's Day | 6. Veterans' Day |
| 14 | 2. Martin Luther King Day | 7. Thanksgiving Day |
| 15 | 3. Presidents' Day | 8. Day After Thanksgiving Day |
| 16 | 4. Memorial Day | 9. Christmas Day |
| 17 | 5. Labor Day | 10. Day Before Or Day After Christmas Day |
| 18 | | |

19 **Section 7.3. Worked Holidays.** Employees who are required to work on the above described
20 holidays shall receive the pay due them for the holiday, plus their base rate for all hours worked on
21 such holidays.

22
23 **Section 7.3.2.** Should a holiday occur while an employee is on paid vacation, the employee will
24 be paid for that day and it will not be counted as vacation.

25
26 **Section 7.4. Vacations.** Twelve (12) month employees covered by this Agreement shall earn annual
27 vacation according to years worked on the following basis:

28	<u>Years Worked</u>	<u>Vacation Earned</u>
29	1 year	10 days
30	2 years	11 days
31	3 years	12 days
32	4 years	13 days
33	5 years	14 days
34	6 years	15 days
35	7 years	16 days
36	8 years	17 days
37	9 years	18 days
38	10 years	19 days
39	11 years	20 days
40	12 years	21 days
41	13 years	22 days
42	14 years	23 days
43	15 years	24 days
44	16+	25 days
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1 **Section 8.2. Leave for Family Illness.**
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3 **Section 8.2.1.** Employees will be granted leave with pay charged against sick leave for serious
4 illness in the immediate family, to care for a child of the employee with a health condition that requires
5 treatment or supervision; or to care for a spouse, parent, parent-in-law or grandparent and other
6 members of the immediate household: who have a serious health condition or an emergency condition.
7 Federal and/or State Family Leave laws shall apply.
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9 **Section 8.3. Bereavement Leave.**
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11 **Section 8.3.1.** Employees will be granted a leave with pay of not more than three (3) working days
12 when the absence is occasioned by the death of father, mother, parent substitute, brother, sister, spouse,
13 children, grandchildren, parent of spouse, grandparent, daughter-in-law, son-in-law or other household
14 member. One (1) day will be granted for family members not listed above. It is agreed between the
15 parties that bereavement leave is noncumulative and is not deducted from accumulated sick leave. In
16 extenuating circumstances for travel out of state or executor duties, the employee may be granted up to
17 two (2) additional days deducted from sick leave.
18

19 Under circumstances where the actual memorial or burial service is held at a later date, an employee
20 may request bereavement leave be delayed.

21
22 At an employee's request, a bereavement leave without pay not to exceed ten (10) working days, will
23 be granted after the leave with pay has been taken.
24

25 **Section 8.4. Personal Leave.**
26

27 **Section 8.4.1.** Upon advanced approval of the superintendent or his/her designee, an employee
28 may be granted up to two (2) days leave with pay, per year, for personal reasons chargeable to sick
29 leave. In the event an employee receives approval for more than two (2) personal leave days during a
30 given year, such days shall be without pay. Employees shall request leave no less than two (2) days
31 prior to the anticipated leave date. Personal leave may not be taken the first or last week of student
32 attendance or to extend a three-day weekend, holiday or any vacation period. However, employees
33 whose regular schedule is less than five (5) days per week are permitted to use personal leave on a
34 regularly scheduled workday provided, those days are not adjacent to a holiday. All other provisions of
35 this paragraph apply.
36

37 **Section 8.4.1.1.** Employees who do not use their personal leave during the school year may
38 request personal leave reimbursement. This request must be made in writing to the business office by
39 June 30 of that year. Reimbursement will be based on the employee's hourly rate and will not be
40 charged to sick leave.
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1 **Section 8.5. Emergency Leave.**

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3 **Section 8.5.1.** Employees may be granted leave with pay chargeable to sick leave when absence
4 is occasioned by unforeseen personal emergencies not covered in other sections of the Article. In cases
5 of inclement weather, use of leave will be at the discretion of the superintendent.
6

7 **Section 8.6. Maternity Leave.**

8
9 **Section 8.6.1.** Physical disablement caused by maternity, childbirth, and recovery therefrom
10 shall be considered as a form of illness and accumulated sick leave days may be used. The length of
11 the leave will be based on a physician's authorization indicating the period of time the employee is
12 physically unable to perform her normally assigned duties.
13

14 If the employee wishes to be absent from his/her job in excess of the time when he/she was physically
15 unable to perform his/her normally assigned duties (as certified by his/her physician) he/she may
16 request an unpaid extended leave of absence. The provisions of the Federal Family and Medical Leave
17 Act would apply.
18

19 **Section 8.7. Judicial Leave.** In the event an employee is summoned to serve as a juror, or is named
20 as a codefendant with the District, such employee shall receive a normal day's pay for each day of
21 required presence in court; provided, however that compensation received for such service shall be
22 paid to the District. Such repayment shall not exceed the employee's normal daily pay. If a person is
23 not selected for jury duty, he/she will report back to his/her regular job as soon as he/she is released.
24

25 **Section 8.7.1. Witness and Victim Reimbursement.** When an employee is summoned as a
26 witness in a case when he or she has no personal involvement, or is the victim of a crime that requires
27 his/her presence in court, the District will pay the employee the difference between what is payable by
28 the judicial jurisdiction and their regular salary for up to two (2) days per incident. Payment to be
29 charged against sick leave.
30

31 **Section 8.8. Leave of Absence.** The Board of Directors may, at the employee's request grant a leave
32 of absence for a period not to exceed one (1) year, without pay, to a regularly employed classified staff
33 member. In the event of ill health or temporary disability, the classified employee shall have a period
34 of ten (10) days from the time his/her sick leave is exhausted to request a leave of absence. In the
35 event that the employee does not request a leave of absence, the employment status shall be considered
36 terminated. Leave will not be granted to accept other employment outside the District.
37

- 38 A. **Leave of Thirty (30) Calendar Days or Less.** The employee's position on the wage scale
39 and seniority date will be protected. No adjustment will be made in vacation days or other
40 fringe benefits.
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42 B. **Leaves of Thirty-One (31) to Ninety (90) Calendar Days.** The employee's position on
43 the wage scale and seniority date will be protected. An adjustment will be made in earned
44 vacation and an adjustment will be made in the annual increment date. The employee will
45 not accumulate vacation time or other fringe benefits for the period of time he/she is on
46 leave that is in excess of thirty (30) days.
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1 C. **Leaves of Ninety-One (91) Calendar Days to One (1) Year.** The employee's seniority
2 date will be protected. No vacation time or any other fringe benefits will accrue during the
3 period of time in excess of thirty (30) days that the employee is on leave.
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5 **Section 8.8.1. Application for Leave.** The employee must make application for leave. Such
6 application must be in writing to the Board of Directors, through the Superintendent. In the case of
7 leave because of ill health or temporary disability, the application must be accompanied by a written
8 statement from a physician stating that a health condition or temporary disability exists which
9 necessitates such leave.
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11 **Section 8.8.2. Duration of Disability Leave.** The leave of absence, unless otherwise specified
12 by the District, shall begin after the employee's sick leave is used and will continue for the time
13 requested to a maximum of one (1) calendar year. The board, at its discretion, may terminate a
14 disability leave prior to the scheduled termination date in the event that the employee is able to
15 perform his/her assigned duties.
16

17 **Section 8.8.3. Application for Reinstatement.** For any leave in excess of ninety (90) calendar
18 days, the employee shall be required to make written application to the Board of Directors, through the
19 superintendent, for reinstatement. The application should be made as soon as the date of return is
20 known, but in any event, no later than thirty (30) days prior to the expiration of such leave. Failure to
21 comply with the timelines for written application for reinstatement provided herein shall result in
22 discharge from employment. (In case of leave because of ill health or temporary disability, the
23 application for reinstatement must be accompanied by a written statement from a licensed physician
24 stating that the employee is able to perform his/her normally assigned duties.)
25

26 **Section 8.8.4. Assignment On Return From Leave.** An employee who returns from a leave of
27 less than ninety (90) calendar days will be assured his/her original assignment, or a comparable
28 assignment. An employee who returns from a leave in excess of ninety (90) calendar days will be
29 assured the first available position for which the District determines that he/she is qualified. The salary
30 will be the salary of the new position to which the employee is assigned.
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34 **ARTICLE IX**

35 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

36 **Section 9.1.** The seniority of an employee shall be established as of the date on which the employee
37 began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as
38 provided in this Agreement.
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1 **Section 9.1.1.** In the event more than one (1) employee in the bargaining unit set forth in
2 Article I, Section 1.4 of this contract is awarded the same seniority date, the most senior employee
3 shall be determined as follows:
4

5 A. The employee with the earliest application date in their personnel file.
6

7 In the event two (2) employees have the same application date:
8

9 B. The employee with the most hours scheduled on the first day of employment.
10

11 In the event two (2) employees have the same scheduled hours on their first day:
12

13 C. The employee names will be placed in a hat and names will be drawn from the group
14 and placed in the seniority list in the order drawn. A representative of the Association
15 and a representative of the District will be present during the drawing.
16

17 **Section 9.1.2.** The District shall publish annually, by December 1 of each instructional year, an
18 official dated seniority list, ranking all employees in the bargaining unit specified in Section 1.4. If
19 additions of staff are made subsequent to December 1, the District will notify the Association
20 membership officer and the Association president.
21

22 **Section 9.2.** Each new employee shall remain in a probationary status for a period of not more than
23 ninety (90) calendar days following the hire date. During the probationary period, the retention of an
24 employee shall be solely and entirely within the discretion of the District. Employees transferring to a
25 new position will be subject to a sixty (60) day probationary period in the new position. Employees
26 who are not successful in a new position, will be placed in the next available position in their previous
27 classification.
28

29 **Section 9.3.** Upon completion of the probationary period, the employee will be subject to all rights
30 and duties contained in the Agreement.
31

32 **Section 9.4.** Seniority rights of an employee shall be lost for the following reasons:
33

- 34 A. Resignation;
- 35 B. Discharge;
- 36 C. Retirement; or
- 37 D. Failure to return to work in response to a call-back from layoff.
38

39 **Section 9.5.** Seniority rights shall not be lost for the following reasons:
40

- 41 A. Time lost by reason of industrial accident, industrial illness, or jury duty;
- 42 B. Time spent on other authorized leaves; or
- 43 C. Time spent on layoff status as outlined in Article IX.
44

45 **Section 9.6.** Seniority rights shall be effective within the bargaining unit; except as provided in
46 Section 9.9 of this Article.
47
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49

1 **Section 9.7.** The District shall offer regularly scheduled additional hours of employment to qualified
2 available employees within the building in the same general job classification on a seniority basis,
3 which the employee will retain the right to refuse, and has the right to schedule and assign current
4 employees in the same job classification in the building prior to posting remaining unfilled hours as an
5 open position.
6

7 **Section 9.7.1.** The District shall publicize within the bargaining unit the availability of new or
8 open positions for at least five (5) working days. An open position is defined as available currently
9 funded unfilled hours in a building or department. No more than one (1) hour per day can be added to a
10 current position during the school year, otherwise the position will be posted as a new position. The
11 District reserves the right to publicize open positions through other channels. All interested applicants
12 for an open position must submit an application, in writing, to the Personnel Office prior to the posted
13 closing date. An employee who wishes to receive copies of job postings during the summer months
14 will provide stamped, self-addressed envelopes to the Personnel Office.
15

16 **Section 9.8.** The employee with the earliest hire date shall have preferential rights regarding transfers
17 and assignment to new or open jobs or positions when ability, performance, and qualifications are
18 substantially equal with junior employees and/or other applicants.
19

20 In addition to the interview process the following qualifications will be considered in selecting an
21 applicant for transfers to an open position: experience, job knowledge, productivity, quality of work,
22 technical knowledge, skills, dependability, flexibility, initiative/creativity, communication skills,
23 human relation skills, student relations, attendance and punctuality, conduct and appearance, and
24 safety.
25

26 If an employee is not selected, the District will, upon a reasonable request of the affected employee,
27 schedule a conference with the employee to discuss the matter. The employee may have Association
28 representation at said meeting.
29

30 **Section 9.8.1.** When the District posts a temporary position with a definite termination date, existing
31 employees transferred per Section 9.7 shall have return rights to their previous or similar job. A new
32 employee hired to fill the temporary position, or the position of the transferred employee, will, on the
33 posted termination date, be laid off without further benefit under the contract.
34

35 If that job is continued beyond the initial termination date and is reposted for more than the initial
36 term, all employees who meet the minimum qualifications will have the right to apply. All applicants
37 will receive equal treatment in the screening process when the position is filled on a permanent basis.
38

39 In the event an employee in the previous paragraph holds a position for a period of more than one (1)
40 year or the position is posted for a second continuous instructional year, said position shall be posted as
41 a regular position. Notwithstanding the immediately preceding sentence the District has the right to
42 post such position as a regular position prior to the one (1) year limit. This provision shall not apply to
43 after school programs funding. The Union and the District will meet to determine if additional grants
44 qualify for this exemption.
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1 **Section 9.9. Reduction In Force And Rehiring Procedure.**

2
3 **Section 9.9.1.** In the event of a reduction in force (as opposed to reduction in hours), employees
4 shall be terminated based on seniority earned within the following job groupings. An employee who
5 has changed job groupings may retreat back to the most recent job grouping where he/she has had at
6 least one (1) year experience during the last five (5) years and retain seniority with that job grouping.
7 Individuals who are employed in more than one (1) job grouping shall accrue seniority in each job
8 grouping in which the individual is employed. If the District eliminates the job of a senior employee,
9 said employee may bump into the job of a junior employee in their category. The senior employee
10 must have the appropriate qualifications for the job they bump into.

11
12 **Secretary**

- | | |
|---|-------------------------------|
| 13 Curriculum Dept. Secretary | School Counselor Secretary |
| 14 Special Services Office Coordinator | Therapy Office Secretary |
| 15 School Office Coordinator | Assistant School Secretary |
| 16 Food Service Dept Secretary | Payroll Specialist |
| 17 High School Comptroller | Accounts Payable Specialist |
| 18 State and Federal Programs Secretary | Preschool Office Coordinator |
| 19 Maintenance Dept. Secretary | Technology Dept. Secretary |
| 20 Receptionist/Sub Coordinator | Vocational Dept. Secretary |
| 21 Attendance Secretary | Assistant Secretary/Registrar |
| 22 Accounts Payable Assistant | |

23
24 **Para Educator and Professional Technical**

- | | |
|--|-----------------------------------|
| 25 LRC Technician | Interpreter for the Deaf |
| 26 Para Educator | Occupational Therapy Aide |
| 27 Traffic Guard | Child Care Coordinator |
| 28 Student Family Support Assistant | Speech Language Pathology Asst. |
| 29 Para-educator - Bilingual | Special Services Vocational Asst. |
| 30 Family Service Worker | ECEAP Family Service Worker |
| 31 Behavior Intervention Assistant Para Educator | Print Shop/Copy Center |

32
33 **Section 9.9.2.** In the event of a layoff, employees so affected are to be placed on a
34 re-employment list maintained by the District. Such employees are to have priority in filling an
35 opening in the job grouping (as provided in Section 9.9.1. of this Article) held immediately prior to
36 layoff. Names shall remain on the re-employment list for a period of eighteen (18) calendar months.

37
38 **Section 9.9.3.** Employees on layoff status shall file their addresses and telephone numbers, in
39 writing, with the personnel department of the District and shall thereafter promptly advise the District,
40 in writing, of any change of address or change in telephone number.

41
42 **Section 9.9.4.** An employee shall forfeit all rights to re-employment with the District if the
43 employee does not comply with the requirement to provide a current address and telephone number or
44 if the employee does not accept the offer of re-employment with the District within five (5) days;
45 provided, that such employee is offered a position substantially equal to that held prior to layoff. An
46 employee on layoff status who rejects an offer of re-employment shall be terminated.

1 **Section 9.10. Reduction in Hours.**

2
3 **Section 9.10.1.** Nothing contained in this Article shall be construed to prohibit the District from
4 making a systematic reduction in the hours worked by employees at individual work sites as the need
5 arises because of program or budgetary reasons. Subject to work site scheduling conflicts or program
6 requirements as determined by the designated administrator (i.e., one-on-one para educator) no
7 additional personnel shall be hired in positions covered by this Agreement at the work site until all
8 hours are reinstated to pre-reduction levels as determined by the employee's hours as of October 1st of
9 the previous contract year. After-school program hours are exempt from this provision). Every
10 reasonable effort will be made to restore time to reduced employees on a seniority basis.

11
12 **Section 9.10.2.** In the event the District reduces an employee's hours of employment by thirty-
13 one (31) or more minutes of regular daily assigned time, the impacted employee shall have the right to
14 bump, within five (5) working days, any junior employee in their job category with substantially the
15 same number of hours. For the purpose of this section the following will apply.

- 16
17 A. "Substantially the same number of hours" equals one (1) hour more than the
18 employee's base hours, the same amount of base hours or any hours less than the
19 employee's base hours.
20
21 B. An employee's hours on October 1 of the previous contract year, plus any time
22 restored to the employee pursuant to Section 9.10.1. of this Agreement shall constitute
23 the employee's base assignment.
24
25 C. An employee who is awarded an open or new position pursuant to Section 9.7. of this
26 Agreement establishes new base hours.
27
28 D. An employee who sustains an involuntary reduction of time that is not restored may,
29 if additional time is cut and accumulates to thirty-one (31) or more minutes, exercise
30 their bumping rights as stated above.
31
32 E. An employee who chooses to exercise their bumping rights sets new base hours with
33 no further right to restoration.
34
35 F. An employee who chooses not to exercise their bumping rights maintains their right to
36 restoration of hours.

37
38 Employees may exercise their seniority "bumping" rights for assignments provided they,

- 39
40 A. have prior successful experience in the specific position; or
41 B. meet the current qualifications for the position; and
42 C. possess greater seniority than the employees who would otherwise be retained in the
43 position.
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ARTICLE X

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 10.1. The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the Grievance Procedure hereinafter provided if so requested by the employee.

The District shall have the right to use progressive discipline with employees. The steps in progressive discipline are as follows:

1. Oral Warning
2. Written Reprimand
3. Suspension with or without pay
4. Discharge

Section 10.2. At such time as District wage rates are set, and other cost items and revenues determined, the District will provide employees who work less than twelve (12) months advance notification of the intent to re-employ.

Section 10.3. The District will give employees seven (7) calendar days notice of intent to discharge or layoff, except in extraordinary cases.

ARTICLE XI

PERFORMANCE EVALUATION

Section 11.1. The District's annual evaluation of employees shall be subject to the following rights and procedures. The evaluation will be presented to the employee at a conference with the administrator, director, or supervisor (not the teacher) no later than June 1 for less than twelve (12) month employees and August 1 for twelve (12) month employees. The employee will sign the evaluation; in so doing the employee does not signify agreement with the substance of the evaluation. The employee's signature shall signify only that the employee has read the evaluation. Probationary employees and employees transferring to a different position shall be evaluated before the end of the probationary period. An employee who accepts a posted position shall be subject to the provisions of Section 9.2. At the time the employee signs the evaluation, the employee will be given a copy of the evaluation.

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ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. The District shall pay a District insurance contribution of the State funded amount, per month on an FTE basis [for District insurance contribution calculation purposes one (1) FTE shall be based and prorated on 1,440 compensated hours per year], for each employee enrolled in mutually approved medical, dental and vision insurance plans. Premium benefits shall be paid for twelve (12) months.

Employees regularly scheduled to work less than 17.5 hours per week are not eligible for insurance benefits.

The District will pay the entire medical retirement subsidy (carve-out) and the long-term disability (LTD) from funds other than the state insurance allocation.

In addition, the District shall pool bargaining unit unused District insurance allocation to supplement employee medical costs which exceed an individual employee's District insurance contribution. The pool when established in October of each year will be fixed for the balance of the contract year. No adjustment will be made after the pool is established in October of each year for any increase or decrease in an employee's hours of work. Additions to coverage (children, spouse, etc.) occurring after the annual open enrollment period closes will be paid totally by payroll deduction. New employees, hired after the annual open enrollment period closes, will receive the funds their hours generate as stated herein.

Section 12.2. The District shall provide tort liability coverage for all employees subject to this Agreement.

Section 12.3. In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employee's Retirement System, the District shall report all hours worked, whether straight time or overtime.

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ARTICLE XIII

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 13.1. Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing, and each employee subject to this Agreement who thereafter becomes 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 13.2. All employees hired after September 1, 1992 subject to this Agreement who are not members of the Association shall as a condition of employment, become members in good standing of the Association or pay a monthly service charge equivalent to regular Association dues within thirty (30) days of their hire date. The service charge will be equivalent to the current agency fee, as determined by the Association not later than December 1 of each instructional year. The service charge shall be collected by the Association in the same manner as monthly dues utilizing a payroll authorization form.

Section 13.3. At the time of hire, the District will inform a new hire of the terms and conditions of this Article.

Section 13.4. 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 equivalent to 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 41.56.122.

Section 13.5. Checkoff. Upon written authorization of any public employee within the bargaining unit, the District shall deduct from the pay of such public employee the monthly amount of dues, certified by the secretary of the Public School Employees of Washington (PSE), or any agency fee so certified in appropriate cases, and shall transmit the same to the treasurer of PSE. The District shall also deduct an amount equal to PSE dues in the case of any employee whose claim of religious non-association has been approved by PSE or the Public Employment Relations commission (PERC), and shall remit the amount to a non-religious charity approved by PSE or PERC. The District shall deduct local dues as established by the local PSE chapter and remit the same to the treasurer of the local PSE chapter. Local chapter dues shall not be deducted from the pay of agency fee payers or religious objectors.

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ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.1. 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. Time limits under unusual circumstances may be extended by mutual consent. Employees have the right to forego Association representation in this procedure.

Section 14.2. Grievance Steps.

Section 14.2.1. Step One. Employees shall first discuss (face to face) the grievance with their immediate supervisor. If the employee so wishes, he/she may be accompanied by an Association representative at subsequent discussions. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within fifteen (15) working days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 14.2.2. Step Two. If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following:

- A. The facts on which the grievance is based (which shall include the name of the person deemed responsible for the alleged grievance; or in the event the person allegedly responsible for the grievance is in doubt, the name of the individual with which the preliminary conference was held);
- 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 within twenty (20) working days of the occurrence of the grievance, and shall submit a copy to the official in the Administration responsible for personnel. The parties will have ten (10) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 14.2.3. Step Three. If no settlement has been reached within ten (10) working days referred to in the preceding subsection, the written statement of grievance shall be submitted within ten (10) working days to the District superintendent or the superintendent's designee. After such submission, the parties will have ten (10) working days to schedule a mutually agreeable time to hold a hearing to consider the grievance. The superintendent or the superintendent's designee will have five (5) working days after the meeting to respond in writing.

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ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1. Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions and hours worked.

Section 16.2. 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 16.2.1. Eligibility for salary schedule advancement will be based upon the employee's years of experience. Advancement from one step to another will occur only on September 1. Employees whose first day of work for the district occurred prior to March 1 of a year will be credited with a year of employment for salary advancement purposes. Employees whose first day of work for the district occurred on or after March 1 of a year will have zero years of salary advancement credit on the following September 1.

Section 16.2.2. Any employee who changes job positions or classifications shall be placed on the first step of the new pay level that provides the employee a wage increase.

Section 16.2.3. The District will divide the annual compensation for less-than-twelve-month employees into eleven (11) equal installments, commencing September 30 of the year and thereafter at the end of the month through and including July 30, with addition or deletion of hours from scheduled service to be adjusted on the check for the ensuing period. Employees may, upon request, receive the annual compensation in twelve (12) equal installments. Employees hired after the beginning of the school year will receive their pay as mutually agreed with the District.

Effective with the 2004 contract, only those employees who currently receive payment by warrant have this option of payment. New employees are required to complete the automatic payroll deposit form and receive their monthly payment by direct deposit.

Section 16.2.4. Employees, who work the month of August preceding Schedule A, shall be compensated at the succeeding Schedule A rate of pay.

Section 16.3. For purposes of calculating daily hours, actual time worked will be recorded.

Section 16.4. Any employee required to travel as a condition of employment from one work site to another work site in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the rate established by District policy for all its employees.

Section 16.5. Employees required to remain overnight on District business shall be reimbursed for room and board expenditures. If an employee attends a workshop or camp where room and board is provided by the District, no expense reimbursement will be made.

Section 16.6. Employees attending training courses other than during their regular work day, required by District policy as a condition of employment will be paid by the School District, at the employee's regular hourly rate of pay for all time in attendance, plus any fee, tuition, or transportation costs.

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ARTICLE XVII

TERM AND SEPARABILITY OF PROVISIONS

Section 17.1. The term of this Agreement shall be September 1, 2007 through August 31, 2010.

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

This Agreement shall be reopened in 2008 for the purpose of a salary study only and is not intended to be for reclassification of positions. Districts to be included in the survey are Centralia, Chehalis, Hoquiam and Shelton.

Benchmark positions in each classification to be surveyed include:

- Position A. Accounts Payable Specialist
- Position B. School Office Coordinator
- Position C. Receptionist/Substitute Coordinator
- Position D. Assistant School Secretary
- Position E. LRC Technician
- Position F. Para-Educator
- Position G. Family Service Worker

The intent of the salary survey is to insure that employees represented by each classification shall be paid at a salary level that is comparable to salaries paid in the surveyed districts. Any adjustment necessitated by the survey may be made over the two remaining years of this agreement.

Section 17.2.1. Longevity Pay. Employees shall be paid in addition to their regular hourly rate longevity pay as follows:

Longevity Pay

- 15 years--fifteen cents (\$.15)
- 20 years--twenty cents (\$.20)
- 25 years--twenty-five cents (\$.25)
- 30 years—thirty cents (\$.30)

Section 17.3. All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 17.4. This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; and provided that this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment. It is understood that the legislative impact reopener does not apply to appropriations by the legislature regarding District insurance contribution levels and Schedule A effective during the term of the Agreement.

1 **Section 17.5.** If any provision of this Agreement or the application of any such provision is held
2 invalid, the remainder of this Agreement shall not be affected thereby.

3
4 **Section 17.6.** Neither party shall be compelled to comply to any provision of this Agreement which
5 conflicts with State or federal statutes or regulations promulgated pursuant thereto.

6
7 **Section 17.7.** In the event either of the two (2) previous sections is determined to apply to any
8 provision of this Agreement, such provision shall be negotiated pursuant to Section 17.4.

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Schedule A
Aberdeen School District No. 5
Public School Employees of Aberdeen
September 1, 2007 - August 31, 2008

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<u>POSITION</u>	<u>Step 0</u>	<u>Step 1.0</u>	<u>Step 2.0</u>	<u>Step 3.0</u>	<u>Step 4.0</u>
A Accounts Payable Specialist	\$15.52	\$16.29	\$17.11	\$17.96	\$18.85
Curriculum Department Secretary					
Payroll Specialist					
Special Services Office Coordinator					
B School Office Coordinator	\$13.38	\$14.06	\$14.73	\$15.50	\$16.31
Preschool Secretary					
State and Federal Programs Secretary					
Technology Department Secretary					
Vocational Department Secretary					
C Food Service Secretary	\$12.56	\$13.20	\$13.84	\$14.55	\$15.31
High School Comptroller					
Maintenance Secretary					
Receptionist/Substitute Coordinator					
D Assistant School Secretary	\$12.10	\$12.73	\$13.33	\$14.00	\$14.73
Assistant School Secretary/Registrar					
Attendance Secretary					
School Counselor Secretary					
E Accounts Payable Assistant	\$11.00	\$11.56	\$12.09	\$12.69	\$13.33
Print Shop/Copy Center Coordinator					
Interpreter for the Deaf					
LRC Technician					
Special Services Vocational Assistant					
Speech Language Pathology Assistant					
Student/Family Support Assistant					
Therapy Aide					
Therapy Office Secretary					
Paraeducator-Bilingual					
Paraeducator-Behavior Intervention Assistant					
F Paraeducator	\$10.83	\$11.31	\$11.89	\$12.45	\$13.07
Traffic Guard					
G Child Care Coordinator	\$14.81	\$15.53	\$16.29	\$17.11	\$17.96
Family Service Worker					
Paraeducator-Behavior Intervention Asst. with degree, certificate or five years experience					
Interpreter for the Deaf with degree, certificate or five years experience					
Occupational Therapy Aide with degree, certificate or five years experience					
Special Services Vocational Assistant with degree, certificate or five years experience					
Speech Language Pathology Assistant with degree, certificate or five years experience					

2008-09 + State Allocated COLA for Classification A, B, C, D, G. Classification E +\$.21 + State Allocated COLA. Classification F + \$.26 + State Allocated COLA.
2009-10 + State Allocated COLA for all Classifications.
Bargaining Unit Substitute Rate 2007-08 \$9.55
2008-09 Sub Rate + State Allocated COLA
2009-10 Sub Rate + State Allocated COLA

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ADDENDUM TO CONTRACT

Aberdeen School District Insurance Program

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INSURANCE COVERAGE SYNOPSIS

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LIABILITY INSURANCE: The District's insurance program provides liability coverage for all employees while they are performing within the scope of their duties for the Aberdeen School District. If claims made against the District for any one occurrence exceed the policy limit, the District has an Excess Liability policy providing an additional coverage.

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AUTO LIABILITY INSURANCE: An employee of the District is covered under the District policy while driving a District-owned vehicle (or a vehicle rented or leased by the District). If the amount owed for any one accident exceeds the policy limit, the District Excess Liability policy provides additional coverage.

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Employees shall not be required to use their personal vehicles to transport students.

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ERRORS AND OMISSION INSURANCE: Employees of the District are covered under this professional liability.

SIGNATURE PAGE

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PUBLIC SCHOOL EMPLOYEES
OF ABERDEEN

ABERDEEN SCHOOL DISTRICT

BY: signed by
Cecelia Ketola, Chapter President

BY: signed by
Lynne Lerych, School Board President

DATE: August 13, 2007

DATE: September 4, 2007

signed by
Martin W. Kay, Superintendent

COLLECTIVE BARGAINING AGREEMENT BETWEEN

ABERDEEN SCHOOL DISTRICT

AND

**PUBLIC SCHOOL EMPLOYEES OF
ABERDEEN**

SEPTEMBER 1, 2010 THROUGH AUGUST 31, 2013

Public School Employees of Washington / SEIU 1948

PO Box 798

Auburn, WA 98071-0798

1.866.820.5652

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1 **PREAMBLE**

2
3 The parties agree that it is in their mutual interest and purpose to promote systematic and effective
4 employee-management cooperation; to execute a written agreement; to confer and negotiate in good
5 faith at reasonable times with respect to grievance procedures and collective negotiations on personnel
6 matters, including wages, hours and working conditions and to promote effective methods for prompt
7 adjustment of differences.
8

9 This Agreement is made and entered into between Aberdeen School District Number 5 (hereinafter
10 "District") and the Public School Employees of Aberdeen, an affiliate of Public School Employees of
11 Washington / SEIU 1948 (hereinafter "Association").
12

13 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
14 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the
15 parties agree as follows:
16

17 **ARTICLE I**

18 **RECOGNITION AND COVERAGE OF AGREEMENT**

19
20
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
28 relationship to the Board of Directors or superintendent of the District pursuant to RCW 41.56.030 (2).
29

30 **Section 1.3.** Upon a reasonable request, the District will provide the Association with amendments,
31 changes and additions to job descriptions.
32

33 **Section 1.4.** The bargaining unit to which this Agreement is applicable shall consist of all classified
34 employees in the following general job classifications: secretarial/clerical, and
35 para-educators/professional/technical. The following management secretaries shall be exempt from
36 the bargaining unit: superintendent's secretary (1), personnel secretary (1), business manager's
37 secretary (1), assistant superintendent's secretary and any other future confidential secretaries.
38

39 **Section 1.5.** Substitute employees who work thirty (30) days in the current or immediately preceding
40 work year, and who continue to be available for employment shall be included in the bargaining unit.
41 The only provisions of this Agreement applicable to bargaining unit substitutes shall be Sections 6.3,
42 6.4, 13.5, and Schedule A (Bargaining Unit Substitute Rate). Article XIV, the Grievance Procedure,
43 shall be applicable to the specific sections stated in the immediately preceding sentence. The
44 provisions stated in this subsection shall be the sole provisions of the Agreement applicable to
45 bargaining unit substitutes.
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1 **Section 1.6.** All substitute employees working more than twenty (20) consecutive workdays in the
2 same position shall receive first step pay for the applicable pay rate as per Schedule A for all hours
3 worked in addition to the provisions specified in Section 1.5. of the Agreement.
4

5 **Section 1.7.** Temporary employees shall be defined as leave replacement employees and employees
6 hired for a fixed period of time with a designated ending date no longer than one (1) year. Temporary
7 employees shall receive full coverage as allowed by law under this Agreement. (Retirement not
8 available.)
9

10 In the event a temporary position has a duration for a period of more than one (1) year or is reposted
11 for a second continuous year, said position shall be posted as a regular position. Notwithstanding the
12 immediate preceding sentence, the District has the right to post a temporary position as a regular
13 position prior to the one (1) year limit.
14

15 New employees hired to fill a temporary position will be laid off without further benefits under the
16 contract on the posted termination date.
17
18

19 **ARTICLE II**

20 **RIGHTS OF THE EMPLOYER**

21
22
23 **Section 2.1.** It is agreed that the customary and usual rights, powers, functions, and authority of
24 management are vested in management officials of the District. Included in these rights in accordance
25 with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to
26 direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the
27 right to suspend, discharge, demote, or take disciplinary action against employees; and the right to
28 release employees from duties because of lack of work or for other legitimate reasons. The District
29 shall retain the right to maintain efficiency of the District operation by determining the methods, the
30 means, and the personnel by which such operation is conducted.
31

32 **Section 2.2.** The right to make reasonable rules and regulations shall be considered acknowledged
33 functions of the District. In making rules and regulations relating to personnel policies, procedures and
34 practices, and matters of working considerations, the District shall give consideration to the rights of
35 the Association and the employees and to the obligations imposed by this Agreement.
36
37

38 **ARTICLE III**

39 **RIGHTS OF THE EMPLOYEES**

40
41
42 **Section 3.1.** It is agreed that the employees in the unit defined herein will have and will be protected
43 in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the
44 Association in accordance with and subject to applicable laws, regulations and the provisions of this
45 Agreement. The freedom of such employees to assist the Association will be recognized as extending
46 to participation in the management of the Association. The District will take no action which will
47 coerce, discriminate, or restrain membership in the employee organization.
48
49

1 **Section 3.2.** Each employee will have the right to bring matters of personal concern to the attention of
2 appropriate Association representatives and/or appropriate officials of the District.
3

4 **Section 3.3.** Employees subject to this Agreement have the right to have Association representatives
5 or other persons to a maximum of two (2) unless mutually agreed otherwise, present at discussions
6 between themselves and supervisors or other representatives of the District as hereinafter provided in
7 the Grievance Procedure of the Agreement. Included are investigatory interviews when an employee
8 reasonably believes that discipline could result. The right to Association representation shall not
9 reasonably delay such discussions.
10

11 **Section 3.4.** Each employee reserves and retains the right to delegate any right or duty contained in
12 this Agreement, exclusive of compensation for services rendered, to appropriate officials of the
13 Association.
14

15 **Section 3.5.** Neither the District, nor the Association, shall discriminate against any employee subject
16 to this Agreement on the basis of race, creed, color, gender, sexual orientation, religion, age or marital
17 status or because of a physical handicap with respect to a position, the duties of which may be
18 performed efficiently by an individual without danger to the health or safety of the physically
19 handicapped person or others.
20

21 **Section 3.6. Personnel File.** There shall be only one (1) official personnel file for each employee.
22 Said files shall be kept in the District personnel office. Supervisors, however, have the right to keep an
23 employee working file at their job site. Each employee shall have the right upon request, and after
24 making an appointment for that purpose, to review, in the presence of a District administrator or
25 designee, the contents of his/her official personnel file. At the request of the employee, the District
26 will provide copies of material contained in the file. A reasonable charge may be made for providing
27 copies.
28

29 No performance related material shall be placed in the employee's official personnel file unless said
30 material has been shown to the employee and the employee has been given an opportunity to sign the
31 material, indicating that the employee has received said material. However, the employee's signature
32 does not necessarily indicate that the employee agrees with the content of said material. An employee
33 may attach comments to any material that is a part of the personnel file.
34

35 After two (2) years, derogatory material, except evaluations, ongoing disciplinary documentation, and
36 material regarding allegations of criminal misconduct, may be removed from the file. Either the
37 employee or the District may initiate the action to have material removed.
38

39 **Section 3.7.** The District shall maintain a separate medical information file for each classified
40 employee of the District. Said files shall be kept in the District administration office and will contain
41 such sensitive information as immunization history and health related cards. This medical information
42 file will insure confidentiality of sensitive information regarding the employee.
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1 **Section 3.8.** The District agrees to provide safe and non-hazardous working conditions within the
2 District facilities. The employees will use all equipment required by State and federal regulations and
3 provided by the employer. The District agrees to comply with all appropriate and applicable health and
4 safety regulations. Employees accept the responsibilities stated in WAC 296-24-025 General Safety
5 and Health Standards.
6

7 **Section 3.8.1.** Any case of assault upon an employee shall promptly be reported to the employer
8 or the employer's designated representative and a written incident report shall be filled out.
9

10 **Section 3.9.** Employees who administer student catheterization services shall be provided the training
11 and right of refusal described in RCW 28A.210.280.
12

13 **Section 3.10.** Employees shall receive compensation at their regular hourly rate for attendance at all
14 required meetings.
15
16

17 **ARTICLE IV**

18 **RIGHTS OF THE ASSOCIATION**

19 **Section 4.1.** The Association has the right and responsibility to represent the interests of all employees
20 in the unit; to present its views to the District on matters of concern, either orally or in writing, in
21 accordance with the Collective Bargaining Act of 1967 and subsequent amendments thereto.
22
23

24 **Section 4.2.** The Association is entitled to have an observer at hearings conducted by any District
25 official or body arising out of grievance of a member of the unit.
26
27

28 **Section 4.3.** The District will, at the time of hire, provide each new employee with a copy of the
29 Agreement. Agreements to be furnished by the Association.
30

31 **Section 4.4.** The Association reserves and retains the right to delegate any right or duty contained
32 herein to appropriate officials of the Public School Employees of Washington / SEIU 1948 State
33 Organization.
34

35 **Section 4.5.** Upon a reasonable request by the Association, the name, address, and salary of
36 employees within the bargaining unit shall be provided annually on October 1. The name, address, and
37 salary of new employees will be provided the Association.
38

39 **Section 4.6.** Representatives of the Association, upon a request being approved by the superintendent
40 of schools or the superintendent's designee, shall have access to the District premises during business
41 hours, provided that the Association Representative will not in any way hamper or obstruct the
42 employee(s) normal work.
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1 **Section 4.7. Bulletin Boards.** The District shall provide designated bulletin board space in each
2 school for the use of the Association. The bulletins posted by the Association are the responsibility of
3 the officials of the Association. Each bulletin shall be signed by the Association official responsible
4 for its posting. Unsigned notices or bulletins may not be posted. The responsibility for the prompt
5 removal of the notices from the bulletin boards after they have served their purpose shall rest with the
6 individual who posted such notice.

7
8 **Section 4.8.** The Association shall have the privilege of using school facilities for meetings outside
9 school hours, provided the facility is scheduled through the District process.

10
11 **Section 4.9.** The Association will be granted use of employee mailboxes for communication. An
12 Association representative may place notices in the individual mailboxes and may use District email to
13 distribute general notices. The Association accepts legal and fiscal responsibility for all contents.

14 15 16 **ARTICLE V**

17 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

18
19 **Section 5.1.** It is agreed and understood that matters appropriate for negotiations between the District
20 and the Association are hours, wages, grievance procedures and general working conditions in the
21 bargaining unit subject to this Association.

22
23
24 **Section 5.2.** The superintendent and/or designee(s) and Association president and/or designee(s) will
25 meet at the request of either party to discuss appropriate matters of mutual concern. The party calling
26 the meeting shall state the nature of such meeting and the subject(s) to be discussed at such meeting,
27 prior to the meeting.

28
29 **Section 5.3. Professional Development Committee.** The District and Association agree to meet and
30 confer on district level professional development for employees covered by this agreement.

31
32 **Section 5.4.** The Association will designate a Conference Committee (not to exceed seven members)
33 consisting of trustees and officers who will meet with the superintendent of the District and/or
34 designated representative(s) on a mutually agreeable regular basis to discuss appropriate matters.

35
36 **Section 5.4.1. Administering the Contract.** The superintendent, one other representative of the
37 District, the Association president and one other Association member or Association staff
38 representative will meet as needed to discuss the orderly monitoring of the contract. At the discretion
39 of either party, additional meetings shall be scheduled at a mutually agreeable time. By mutual
40 agreement of the parties, the number of representatives may be changed.

41
42 **Section 5.5.** The District will provide an opportunity for Association representatives to meet and
43 confer with other district bargaining teams to make recommendations for the school calendar for the
44 following year.

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ARTICLE VI

HOURS OF WORK

Section 6.1. Each employee shall be assigned to a definite and regular shift and workweek with designated times of beginning and ending, which shall not be changed, except in emergency situations without prior notice to the employee of one (1) calendar week; provided, however this notice may be waived by mutual agreement.

Section 6.2. The work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday.

Section 6.3. Each shift of seven (7) or more hours per day shall include an unpaid duty free thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a paid fifteen (15) minute first half and a paid fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. No employee shall be required to work more than five (5) consecutive hours without a meal period.

Section 6.4. Work shifts which are more than five (5) or more consecutive hours shall be designated a lunch period of thirty (30) minutes. Lunch periods shall be free from interruptions and shall be given as near the middle of the work shift as is practicable.

The regular workday shall include one (1) fifteen (15) minute rest period for each three and one-half (3½) hour period of work. In the event an employee is assigned to a work period of less than three and one-half (3½) hours but at least three hours, the employee shall be given a rest period of ten (10) minutes. For work periods of less than three (3) hours, no break is required

Section 6.5. Employees required to work through their regular lunch period will be provided a time for lunch. In the event the District requires an employee to forego the lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at the employee's regular rate, subject to the overtime provisions of Section 6.8, if the workday exceeds eight (8) hours.

Section 6.6. In the event of an unscheduled school closure due to inclement weather or plant inoperation, the District will request local radio stations to announce such closure. Building administrator will give instructions annually to classified employees regarding when or if they need to report to work on days when school is closed or running late due to inclement weather or plant inoperation.

Section 6.7. Employees required to work a full shift regularly filled by a higher classification employee shall receive compensation at the base rate of the higher classification. (In the event that the base rate of pay of the higher classification would result in a lesser hourly salary for the employee, then the employee who is working in the higher classification would be paid at the lowest hourly rate that would provide the employee an hourly increase in pay.)

1 **Section 6.8. Overtime.** Overtime is defined as being one and one-half (1½) times the employee's
2 regular hourly rate of pay.

3
4 **Section 6.8.1.** All employees working more than eight (8) hours per day and all employees
5 working more than forty (40) hours per week shall be compensated at the overtime rate of pay.

6
7 **Section 6.8.2.** All members of the bargaining unit, who are required to work on the sixth (6th)
8 and/or seventh (7th) consecutive day shall be compensated at the overtime rate of pay unless the
9 employee and the District mutually agree to a change of work dates.

10
11 **Section 6.9.** Field trips required for existing positions shall utilize the regularly assigned employee
12 whenever reasonably possible. The regularly assigned employee will accept the assignment, whenever
13 reasonably possible.

14
15 **Section 6.9.1.** Employees will be paid up to eight (8) hours regular pay per day for time spent on
16 field trips. In addition, employees will be paid time and one-half for any additional hours they are
17 required to supervise a student(s) or provide other services. For field trips over eight (8) hours,
18 employees will be given the details, including required duties and hours, before accepting the
19 assignment.

20 21 22 **ARTICLE VII**

23 24 **HOLIDAYS AND VACATIONS**

25
26 **Section 7.1. Holidays - 12 Month Employees.** All twelve (12) month employees shall receive the
27 following paid holidays that fall within their work year provided that they have worked their last
28 scheduled shift or portion thereof preceding the holiday and their first scheduled shift or portion
29 thereof following the holiday(s) or are on paid leave; provided, the time the shift ends is not prior to
30 the time the students have been released or their normal shift ending, whichever is earlier. In the event
31 the administrator requires their services beyond this time, the employee will be given two (2) days
32 notice. No payment shall be received if the employee is on unpaid leave immediately before or after
33 the holiday.

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|---------------------------|---|
| 1. New Year's Day | 7. Veterans' Day |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. Presidents' Day | 9. Day After Thanksgiving Day |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. Day Before Or Day After Christmas Day |
| 6. Labor Day | |
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1 **Section 7.2. Holidays - Less than 12 Month Employees.** All less than twelve (12) month employees
2 shall receive the following paid holidays that fall within their work year provided that they have
3 worked their last scheduled shift or portion thereof preceding the holiday and their first scheduled shift
4 or portion thereof following the holiday(s) or are on paid leave; provided, the time the shift ends is not
5 prior to the time the students have been released or their normal shift ending, whichever is earlier. In
6 the event the administrator requires their services beyond this time, the employee will be given two (2)
7 days notice. No payment shall be received if the employee is on unpaid leave immediately before or
8 after the holiday.

9
10 For employees whose hours per day vary during the week, holiday pay will be based on the average
11 hours worked per day.

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|----|---------------------------|---|
| 12 | 1. New Year's Day | 6. Veterans' Day |
| 13 | 2. Martin Luther King Day | 7. Thanksgiving Day |
| 14 | 3. Presidents' Day | 8. Day After Thanksgiving Day |
| 15 | 4. Memorial Day | 9. Christmas Day |
| 16 | 5. Labor Day | 10. Day Before Or Day After Christmas Day |

17
18
19 **Section 7.3. Worked Holidays.** Employees who are required to work on the above described
20 holidays shall receive the pay due them for the holiday, plus their base rate for all hours worked on
21 such holidays.

22
23 **Section 7.3.2.** Should a holiday occur while an employee is on paid vacation, the employee will
24 be paid for that day and it will not be counted as vacation.

25
26 **Section 7.4. Vacations.** Twelve (12) month employees covered by this Agreement shall earn annual
27 vacation according to years worked on the following basis:

28	<u>Years Worked</u>	<u>Vacation Earned</u>
29	1 year	10 days
30	2 years	11 days
31	3 years	12 days
32	4 years	13 days
33	5 years	14 days
34	6 years	15 days
35	7 years	16 days
36	8 years	17 days
37	9 years	18 days
38	10 years	19 days
39	11 years	20 days
40	12 years	21 days
41	13 years	22 days
42	14 years	23 days
43	15 years	24 days
44	16+	25 days

1 **Section 8.2. Leave for Family Illness.**
2

3 **Section 8.2.1.** Employees will be granted leave with pay charged against sick leave for serious
4 illness in the immediate family, to care for a child (including daughter-in-law and son-in-law) of the
5 employee with a health condition that requires treatment or supervision; or to care for a spouse, parent,
6 parent-in-law or grandparent and other members of the immediate household: who have a serious
7 health condition or an emergency condition. Federal and/or State Family Leave laws shall apply.
8

9 **Section 8.3. Bereavement Leave.**
10

11 **Section 8.3.1.** Employees will be granted a leave with pay of not more than three (3) working days
12 when the absence is occasioned by the death of father, mother, parent substitute, brother, sister, spouse,
13 children, grandchildren, parent of spouse, grandparent, daughter-in-law, son-in-law or other household
14 member. One (1) day will be granted for family members not listed above. It is agreed between the
15 parties that bereavement leave is noncumulative and is not deducted from accumulated sick leave. In
16 extenuating circumstances for travel out of state or executor duties, the employee may be granted up to
17 two (2) additional days deducted from sick leave.
18

19 Under circumstances where the actual memorial or burial service is held at a later date, an employee
20 may request bereavement leave be delayed.

21
22 At an employee's request, a bereavement leave without pay not to exceed ten (10) working days, will
23 be granted after the leave with pay has been taken.
24

25 **Section 8.4. Personal Leave.**
26

27 **Section 8.4.1.** Upon advanced approval of the superintendent or his/her designee, an employee
28 may be granted up to two (2) days leave with pay, per year, for personal reasons chargeable to sick
29 leave. In the event an employee receives approval for more than two (2) personal leave days during a
30 given year, such days shall be without pay. Employees shall request leave no less than two (2) days
31 prior to the anticipated leave date. Personal leave may not be taken the first or last week of student
32 attendance or to extend a three-day weekend, holiday or any vacation period. Exceptions to these
33 restrictions may be approved by the Superintendent. However, employees whose regular schedule is
34 less than five (5) days per week are permitted to use personal leave on a regularly scheduled workday
35 provided, those days are not adjacent to a holiday. All other provisions of this paragraph apply.
36

37 **Section 8.4.1.1.** Employees who do not use their personal leave during the school year may
38 request personal leave reimbursement. This request must be made in writing to the business office by
39 June 30 of that year. Reimbursement will be based on the employee's hourly rate and will not be
40 charged to sick leave.
41

42 Employees who do not use their personal leave or do not request personal leave reimbursement may
43 carry over a maximum of one (1) day of personal leave into the next school year. The maximum
44 amount of personal leave in any year is three (3) days. The maximum amount of personal leave for
45 reimbursement in any year is three (3) days.
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1 **Section 8.5. Emergency Leave.**

2
3 **Section 8.5.1.** Employees may be granted leave with pay chargeable to sick leave when absence
4 is occasioned by unforeseen personal emergencies not covered in other sections of the Article. In cases
5 of inclement weather, use of leave will be at the discretion of the superintendent.
6

7 **Section 8.6. Maternity Leave.**

8
9 **Section 8.6.1.** Physical disablement caused by maternity, childbirth, and recovery therefrom
10 shall be considered as a form of illness and accumulated sick leave days may be used. The length of
11 the leave will be based on a physician's authorization indicating the period of time the employee is
12 physically unable to perform her normally assigned duties.
13

14 If the employee wishes to be absent from his/her job in excess of the time when he/she was physically
15 unable to perform his/her normally assigned duties (as certified by his/her physician) he/she may
16 request an unpaid extended leave of absence. The provisions of the Federal Family and Medical Leave
17 Act would apply.
18

19 **Section 8.7. Judicial Leave.** In the event an employee is summoned to serve as a juror, or is named
20 as a codefendant with the District, such employee shall receive a normal day's pay for each day of
21 required presence in court. If a person is not selected for jury duty, he/she will report back to his/her
22 regular job as soon as he/she is released.
23

24 **Section 8.7.1. Witness and Victim Reimbursement.** When an employee is summoned as a
25 witness in a case when he or she has no personal involvement, or is the victim of a crime that requires
26 his/her presence in court, the District will pay the employee the difference between what is payable by
27 the judicial jurisdiction and their regular salary for up to two (2) days per incident. Payment to be
28 charged against sick leave.
29

30 **Section 8.8. Leave of Absence.** The Board of Directors may, at the employee's request grant a leave
31 of absence for a period not to exceed one (1) year, without pay, to a regularly employed classified staff
32 member. In the event of ill health or temporary disability, the classified employee shall have a period
33 of ten (10) days from the time his/her sick leave is exhausted to request a leave of absence. In the
34 event that the employee does not request a leave of absence, the employment status shall be considered
35 terminated. Leave will not be granted to accept other employment outside the District.
36

- 37 A. **Leave of Thirty (30) Calendar Days or Less.** The employee's position on the wage scale
38 and seniority date will be protected. No adjustment will be made in vacation days or other
39 fringe benefits.
40
- 41 B. **Leaves of Thirty-One (31) to Ninety (90) Calendar Days.** The employee's position on
42 the wage scale and seniority date will be protected. An adjustment will be made in earned
43 vacation and an adjustment will be made in the annual increment date. The employee will
44 not accumulate vacation time or other fringe benefits for the period of time he/she is on
45 leave that is in excess of thirty (30) days.
46
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1 C. **Leaves of Ninety-One (91) Calendar Days to One (1) Year.** The employee's seniority
2 date will be protected. No vacation time or any other fringe benefits will accrue during the
3 period of time in excess of thirty (30) days that the employee is on leave.
4

5 **Section 8.8.1. Application for Leave.** The employee must make application for leave. Such
6 application must be in writing to the Board of Directors, through the Superintendent. In the case of
7 leave because of ill health or temporary disability, the application must be accompanied by a written
8 statement from a physician stating that a health condition or temporary disability exists which
9 necessitates such leave.
10

11 **Section 8.8.2. Duration of Disability Leave.** The leave of absence, unless otherwise specified
12 by the District, shall begin after the employee's sick leave is used and will continue for the time
13 requested to a maximum of one (1) calendar year. The board, at its discretion, may terminate a
14 disability leave prior to the scheduled termination date in the event that the employee is able to
15 perform his/her assigned duties.
16

17 **Section 8.8.3. Application for Reinstatement.** For any leave in excess of ninety (90) calendar
18 days, the employee shall be required to make written application to the Board of Directors, through the
19 superintendent, for reinstatement. The application should be made as soon as the date of return is
20 known, but in any event, no later than thirty (30) days prior to the expiration of such leave. Failure to
21 comply with the timelines for written application for reinstatement provided herein shall result in
22 discharge from employment. (In case of leave because of ill health or temporary disability, the
23 application for reinstatement must be accompanied by a written statement from a licensed physician
24 stating that the employee is able to perform his/her normally assigned duties.)
25

26 **Section 8.8.4. Assignment On Return From Leave.** An employee who returns from a leave of
27 less than ninety (90) calendar days will be assured his/her original assignment, or a comparable
28 assignment. An employee who returns from a leave in excess of ninety (90) calendar days will be
29 assured the first available position for which the District determines that he/she is qualified. The salary
30 will be the salary of the new position to which the employee is assigned.
31
32

33 **ARTICLE IX**

34 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

35 **Section 9.1.** The seniority of an employee shall be established as of the date on which the employee
36 began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as
37 provided in this Agreement.
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1 **Section 9.1.1.** In the event more than one (1) employee in the bargaining unit set forth in
2 Article I, Section 1.4 of this contract is awarded the same seniority date, the most senior employee
3 shall be determined as follows:
4

5 A. The employee with the earliest application date in their personnel file.
6

7 In the event two (2) employees have the same application date:
8

9 B. The employee with the most hours scheduled on the first day of employment.
10

11 In the event two (2) employees have the same scheduled hours on their first day:
12

13 C. The employee names will be placed in a hat and names will be drawn from the group
14 and placed in the seniority list in the order drawn. A representative of the Association
15 and a representative of the District will be present during the drawing.
16

17 **Section 9.1.2.** The District shall publish annually, by December 1 of each instructional year, an
18 official dated seniority list, ranking all employees in the bargaining unit specified in Section 1.4. If
19 additions of staff are made subsequent to December 1, the District will notify the Association
20 membership officer and the Association president.
21

22 **Section 9.2.** Each new employee shall remain in a probationary status for a period of not more than
23 ninety (90) calendar days following the hire date. During the probationary period, the retention of an
24 employee shall be solely and entirely within the discretion of the District. Employees transferring to a
25 new position will be subject to a sixty (60) day probationary period in the new position. Employees
26 who are not successful in a new position, will be placed in the next available position in their previous
27 classification.
28

29 **Section 9.3.** Upon completion of the probationary period, the employee will be subject to all rights
30 and duties contained in the Agreement.
31

32 **Section 9.4.** Seniority rights of an employee shall be lost for the following reasons:
33

- 34 A. Resignation;
- 35 B. Discharge;
- 36 C. Retirement; or
- 37 D. Failure to return to work in response to a call-back from layoff.
38

39 **Section 9.5.** Seniority rights shall not be lost for the following reasons:
40

- 41 A. Time lost by reason of industrial accident, industrial illness, or jury duty;
- 42 B. Time spent on other authorized leaves; or
- 43 C. Time spent on layoff status as outlined in Article IX.
44

45 **Section 9.6.** Seniority rights shall be effective within the bargaining unit; except as provided in
46 Section 9.9 of this Article.
47
48
49

1 **Section 9.7.** The District shall offer regularly scheduled additional hours of employment to qualified
2 available employees within the building in the same general job classification on a seniority basis,
3 which the employee will retain the right to refuse, and has the right to schedule and assign current
4 employees in the same job classification in the building prior to posting remaining unfilled hours as an
5 open position.
6

7 **Section 9.7.1.** The District shall publicize within the bargaining unit the availability of new or
8 open positions for at least five (5) working days. An open position is defined as available currently
9 funded unfilled hours in a building or department. No more than one (1) hour per day can be added to a
10 current position during the school year, otherwise the position will be posted as a new position. The
11 District reserves the right to publicize open positions through other channels. All interested applicants
12 for an open position must submit an application, in writing, to the Personnel Office prior to the posted
13 closing date. An employee who wishes to receive copies of job postings during the summer months
14 will provide stamped, self-addressed envelopes to the Personnel Office.
15

16 **Section 9.8.** The employee with the earliest hire date shall have preferential rights regarding transfers
17 and assignment to new or open jobs or positions when ability, performance, and qualifications are
18 substantially equal with junior employees and/or other applicants.
19

20 In addition to the interview process the following qualifications will be considered in selecting an
21 applicant for transfers to an open position: experience, job knowledge, productivity, quality of work,
22 technical knowledge, skills, dependability, flexibility, initiative/creativity, communication skills,
23 human relation skills, student relations, attendance and punctuality, conduct and appearance, and
24 safety.
25

26 If an employee is not selected, the District will, upon a reasonable request of the affected employee,
27 schedule a conference with the employee to discuss the matter. The employee may have Association
28 representation at said meeting.
29

30 **Section 9.8.1.** When the District posts a temporary position with a definite termination date, existing
31 employees transferred per Section 9.7 shall have return rights to their previous or similar job. A new
32 employee hired to fill the temporary position, or the position of the transferred employee, will, on the
33 posted termination date, be laid off without further benefit under the contract.
34

35 If that job is continued beyond the initial termination date and is reposted for more than the initial
36 term, all employees who meet the minimum qualifications will have the right to apply. All applicants
37 will receive equal treatment in the screening process when the position is filled on a permanent basis.
38

39 In the event an employee in the previous paragraph holds a position for a period of more than one (1)
40 year or the position is posted for a second continuous instructional year, said position shall be posted as
41 a regular position. Notwithstanding the immediately preceding sentence the District has the right to
42 post such position as a regular position prior to the one (1) year limit. This provision shall not apply to
43 after school programs funding. The Union and the District will meet to determine if additional grants
44 qualify for this exemption.
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1 **Section 9.9. Reduction In Force And Rehiring Procedure.**
2

3 **Section 9.9.1.** In the event of a reduction in force (as opposed to reduction in hours), employees
4 shall be terminated based on seniority earned within the following job groupings. An employee who
5 has changed job groupings may retreat back to the most recent job grouping where he/she has had at
6 least one (1) year experience during the last five (5) years and retain seniority with that job grouping.
7 Individuals who are employed in more than one (1) job grouping shall accrue seniority in each job
8 grouping in which the individual is employed. If the District eliminates the job of a senior employee,
9 said employee may bump into the job of a junior employee in their category. The senior employee
10 must have the appropriate qualifications for the job they bump into.
11

12 **Secretary**

13 Curriculum Dept. Secretary	School Counselor Secretary
14 Special Services Office Coordinator	Therapy Office Secretary
15 School Office Coordinator	Assistant School Secretary
16 Food Service Dept Secretary	Payroll Specialist
17 High School Comptroller	Accounts Payable Specialist
18 State and Federal Programs Secretary	Preschool Office Coordinator
19 Maintenance Dept. Secretary	Technology Dept. Secretary
20 Receptionist/Sub Coordinator	Vocational Dept. Secretary
21 Attendance Secretary	Assistant Secretary/Registrar
22 Accounts Payable Assistant	

23
24 **Para Educator and Professional Technical**

25 LRC Technician	Interpreter for the Deaf
26 Para Educator	Occupational Therapy Aide
27 Traffic Guard	Child Care Coordinator
28 Student Family Support Assistant	Speech Language Pathology Asst.
29 Para-educator - Bilingual	Special Services Vocational Asst.
30 Family Service Worker	ECEAP Family Service Worker
31 Behavior Intervention Assistant Para Educator	Print Shop/Copy Center

32
33 **Section 9.9.2.** In the event of a layoff, employees so affected are to be placed on a
34 re-employment list maintained by the District. Such employees are to have priority in filling an
35 opening in the job grouping (as provided in Section 9.9.1. of this Article) held immediately prior to
36 layoff. Names shall remain on the re-employment list for a period of eighteen (18) calendar months.
37

38 **Section 9.9.3.** Employees on layoff status shall file their addresses and telephone numbers, in
39 writing, with the personnel department of the District and shall thereafter promptly advise the District,
40 in writing, of any change of address or change in telephone number.
41

42 **Section 9.9.4.** An employee shall forfeit all rights to re-employment with the District if the
43 employee does not comply with the requirement to provide a current address and telephone number or
44 if the employee does not accept the offer of re-employment with the District within five (5) days;
45 provided, that such employee is offered a position substantially equal to that held prior to layoff. An
46 employee on layoff status who rejects an offer of re-employment shall be terminated.
47
48
49

1 **Section 9.10. Reduction in Hours.**

2
3 **Section 9.10.1.** Nothing contained in this Article shall be construed to prohibit the District from
4 making a systematic reduction in the hours worked by employees at individual work sites as the need
5 arises because of program or budgetary reasons. Subject to work site scheduling conflicts or program
6 requirements as determined by the designated administrator (i.e., one-on-one para educator) no
7 additional personnel shall be hired in positions covered by this Agreement at the work site until all
8 hours are reinstated to pre-reduction levels as determined by the employee's hours as of October 1st of
9 the previous contract year. After-school program hours are exempt from this provision). Every
10 reasonable effort will be made to restore time to reduced employees on a seniority basis.

11
12 **Section 9.10.2.** In the event the District reduces an employee's hours of employment by thirty-
13 one (31) or more minutes of regular daily assigned time, the impacted employee shall have the right to
14 bump, within five (5) working days, any junior employee in their job category with substantially the
15 same number of hours. For the purpose of this section the following will apply.

- 16
17 A. "Substantially the same number of hours" equals one (1) hour more than the
18 employee's base hours, the same amount of base hours or any hours less than the
19 employee's base hours.
20
21 B. An employee's hours on October 1 of the previous contract year, plus any time
22 restored to the employee pursuant to Section 9.10.1. of this Agreement shall constitute
23 the employee's base assignment.
24
25 C. An employee who is awarded an open or new position pursuant to Section 9.7. of this
26 Agreement establishes new base hours.
27
28 D. An employee who sustains an involuntary reduction of time that is not restored may,
29 if additional time is cut and accumulates to thirty-one (31) or more minutes, exercise
30 their bumping rights as stated above.
31
32 E. An employee who chooses to exercise their bumping rights sets new base hours with
33 no further right to restoration.
34
35 F. An employee who chooses not to exercise their bumping rights maintains their right to
36 restoration of hours.

37
38 Employees may exercise their seniority "bumping" rights for assignments provided they,

- 39
40 A. have prior successful experience in the specific position; or
41 B. meet the current qualifications for the position; and
42 C. possess greater seniority than the employees who would otherwise be retained in the
43 position.
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ARTICLE X

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 10.1. The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the Grievance Procedure hereinafter provided if so requested by the employee.

The District shall have the right to use progressive discipline with employees. The steps in progressive discipline are as follows:

1. Oral Warning
2. Written Reprimand
3. Suspension with or without pay
4. Discharge

Section 10.2. At such time as District wage rates are set, and other cost items and revenues determined, the District will provide employees who work less than twelve (12) months advance notification of the intent to re-employ.

Section 10.3. The District will give employees seven (7) calendar days notice of intent to discharge or layoff, except in extraordinary cases.

ARTICLE XI

PERFORMANCE EVALUATION

Section 11.1. The District's annual evaluation of employees shall be subject to the following rights and procedures. The evaluation will be presented to the employee at a conference with the administrator, director, or supervisor (not the teacher) no later than June 1 for less than twelve (12) month employees and August 1 for twelve (12) month employees. The employee will sign the evaluation; in so doing the employee does not signify agreement with the substance of the evaluation. The employee's signature shall signify only that the employee has read the evaluation. Probationary employees and employees transferring to a different position shall be evaluated before the end of the probationary period. An employee who accepts a posted position shall be subject to the provisions of Section 9.2. At the time the employee signs the evaluation, the employee will be given a copy of the evaluation.

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ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. The District shall pay a District insurance contribution of the State funded amount, per month on an FTE basis [for District insurance contribution calculation purposes one (1) FTE shall be based and prorated on 1,440 compensated hours per year], for each employee enrolled in mutually approved medical, dental and vision insurance plans. Premium benefits shall be paid for twelve (12) months.

Employees regularly scheduled to work less than 17.5 hours per week are not eligible for insurance benefits.

The District will pay the entire medical retirement subsidy (carve-out) and the long-term disability (LTD) from funds other than the state insurance allocation.

In addition, the District shall pool bargaining unit unused District insurance allocation to supplement employee medical costs which exceed an individual employee's District insurance contribution. The pool when established in October of each year will be fixed for the balance of the contract year. No adjustment will be made after the pool is established in October of each year for any increase or decrease in an employee's hours of work. Additions to coverage (children, spouse, etc.) occurring after the annual open enrollment period closes will be paid totally by payroll deduction. New employees, hired after the annual open enrollment period closes, will receive the funds their hours generate as stated herein.

Section 12.2. The District shall provide tort liability coverage for all employees subject to this Agreement.

Section 12.3. In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employee's Retirement System, the District shall report all hours worked, whether straight time or overtime.

ARTICLE XIII

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 13.1. Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing, and each employee subject to this Agreement who thereafter becomes 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 13.2. All employees hired after September 1, 1992 subject to this Agreement who are not members of the Association shall as a condition of employment, become members in good standing of the Association or pay a monthly service charge equivalent to regular Association dues within thirty (30) days of their hire date. The service charge will be equivalent to the current agency fee, as determined by the Association not later than December 1 of each instructional year. The service charge shall be collected by the Association in the same manner as monthly dues utilizing a payroll authorization form.

1 **Section 13.3.** At the time of hire, the District will inform a new hire of the terms and conditions of this
2 Article.

3
4 **Section 13.4.** Nothing contained in this Agreement shall require Association membership of
5 employees who object to such membership based on bona fide religious tenets or teachings of a church
6 or religious body of which such employee is a member. Such employee shall pay an amount
7 equivalent to normal dues to a non-religious charity or other charitable organization mutually agreed
8 upon by the employee and the Association. The employee shall furnish written proof that such
9 payment has been made. If the employee and the Association cannot agree on such matter, it shall be
10 resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.

11
12 **Section 13.5. Checkoff.** Upon written authorization of any public employee within the bargaining
13 unit, the District shall deduct from the pay of such public employee the monthly amount of dues,
14 certified by the secretary of the Public School Employees of Washington / SEIU 1948 (PSE), or any
15 agency fee so certified in appropriate cases, and shall transmit the same to the treasurer of PSE. The
16 District shall also deduct an amount equal to PSE dues in the case of any employee whose claim of
17 religious non-association has been approved by PSE or the Public Employment Relations commission
18 (PERC), and shall remit the amount to a non-religious charity approved by PSE or PERC. The District
19 shall deduct local dues as established by the local PSE chapter and remit the same to the treasurer of
20 the local PSE chapter. Local chapter dues shall not be deducted from the pay of agency fee payers or
21 religious objectors.

22 23 24 **ARTICLE XIV**

25 **GRIEVANCE PROCEDURE**

26
27
28 **Section 14.1.** Grievances or complaints arising between the District and its employees within the
29 bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or
30 application of the terms and conditions of this Agreement, shall be resolved in strict compliance with
31 this Article. Time limits under unusual circumstances may be extended by mutual consent.
32 Employees have the right to forego Association representation in this procedure.

33 34 **Section 14.2. Grievance Steps.**

35
36 **Section 14.2.1. Step One.** Employees shall first discuss (face to face) the grievance with their
37 immediate supervisor. If the employee so wishes, he/she may be accompanied by an Association
38 representative at subsequent discussions. All grievances not brought to the immediate supervisor in
39 accordance with the preceding sentence within fifteen (15) working days of the occurrence of the
40 grievance shall be invalid and subject to no further processing.

1 **Section 14.2.2. Step Two.** If the grievance is not resolved to the employee's satisfaction in
2 accordance with the preceding subsection, the employee shall reduce to writing a statement of the
3 grievance containing the following:

- 4
- 5 A. The facts on which the grievance is based (which shall include the name of the person
6 deemed responsible for the alleged grievance; or in the event the person allegedly responsible
7 for the grievance is in doubt, the name of the individual with which the preliminary
8 conference was held);
- 9 B. A reference to the provisions in this Agreement which have been allegedly violated; and
- 10 C. The remedy sought.

11

12 The employee shall submit the written statement of grievance to the immediate supervisor for
13 reconsideration within twenty (20) working days of the occurrence of the grievance, and shall submit a
14 copy to the official in the Administration responsible for personnel. The parties will have ten (10)
15 working days from submission of the written statement of grievance to resolve it by indicating on the
16 statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance
17 shall sign it.

18

19 **Section 14.2.3. Step Three.** If no settlement has been reached within ten (10) working days
20 referred to in the preceding subsection, the written statement of grievance shall be submitted within ten
21 (10) working days to the District superintendent or the superintendent's designee. After such
22 submission, the parties will have ten (10) working days to schedule a mutually agreeable time to hold a
23 hearing to consider the grievance. The superintendent or the superintendent's designee will have five
24 (5) working days after the meeting to respond in writing.

25

26 **Section 14.2.4. Step Four.** If the grievance is not resolved at Step Three, the Association may
27 refer the grievance to arbitration by requesting an arbitrator from the Washington State Public
28 Employment Relations Commission. Referral to arbitration must be made within fifteen (15) working
29 days after the decision in Step Three and will be accompanied with the following information:

- 30
- 31 A. The facts on which the grievance is based (which shall include the name of the person
32 deemed responsible for the alleged grievance; or in the event the person allegedly
33 responsible for the grievance is in doubt, the name of the individual with which the
34 preliminary conference was held);
- 35
- 36 B. A reference to the provisions in this Agreement which have been allegedly violated; and
- 37
- 38 C. The remedy sought.

39

40 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as
41 follows:

- 42
- 43 1. The arbitrator shall have no power to render a decision that will add to, subtract from, or
44 alter, change, or modify the terms of this Agreement. The arbitrator's power shall be
45 limited to interpretation or application of the terms of this Agreement, and all other
46 matters shall be excluded from arbitration.
- 47
- 48
- 49

2. The decision of the arbitrator shall be final, conclusive and binding upon the District, the Association and the employee involved.
3. The cost of the arbitrator shall be borne equally by both parties. Each party shall bear the cost of presenting its own case.
4. The arbitrator's decision shall be made in writing and shall be issued to the parties as soon as possible after the case is submitted to the arbitrator.

Section 14.3. The District shall not discriminate against any individual employee for taking action under this Article.

ARTICLE XV

TRANSFER OF PREVIOUS EXPERIENCE

Section 15.1. Employees shall receive all leave and seniority benefits as outlined in RCW 28A.400.300.

ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1. Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions and hours worked.

Section 16.2. 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.

For the period of September 1, 2010, through August 31, 2011, Schedule A shall be improved by one percent (1%) and the cost of living (COLA) percentage increase allocated and funded by the State.

For the period of September 1, 2011, through August 31, 2012, Schedule A shall be improved by one percent (1%) and the cost of living (COLA) percentage increase allocated and funded by the State.

On or about May 1, 2012, either party may open the agreement for the purpose of salary schedule study only and not intended to be for reclassification of positions. For the period of September 1, 2012, through August 31, 2013, Schedule A shall be improved by any adjustment agreed to by the study and the cost of living (COLA) percentage increase allocated and funded by the State.

Incremental steps on Schedule A shall be funded by the District.

1 **Section 16.2.1.** Eligibility for salary schedule advancement will be based upon the employee's
2 years of experience. Advancement from one step to another will occur only on September 1.
3 Employees whose first day of work for the district occurred prior to March 1 of a year will be credited
4 with a year of employment for salary advancement purposes. Employees whose first day of work for
5 the district occurred on or after March 1 of a year will have zero years of salary advancement credit on
6 the following September 1.

7
8 **Section 16.2.2.** Any employee who changes job positions or classifications shall be placed on
9 the first step of the new pay level that provides the employee a wage increase.

10
11 **Section 16.2.3.** The District will divide the annual compensation for less-than-twelve-month
12 employees into eleven (11) equal installments, commencing September 30 of the year and thereafter at
13 the end of the month through and including July 30, with addition or deletion of hours from scheduled
14 service to be adjusted on the check for the ensuing period. Employees may, upon request, receive the
15 annual compensation in twelve (12) equal installments. Employees hired after the beginning of the
16 school year will receive their pay as mutually agreed with the District.

17
18 Only those employees who currently receive payment by warrant have this option of payment. New
19 employees are required to complete the automatic payroll deposit form and receive their monthly
20 payment by direct deposit.

21
22 **Section 16.2.4.** Employees, who work the month of August preceding Schedule A, shall be
23 compensated at the succeeding Schedule A rate of pay.

24
25 **Section 16.2.5.** Individuals that work in job classifications that perform instructional duties must
26 document that they meet the highly qualified requirements under the Federal Elementary and
27 Secondary Education Act. To be considered highly qualified, an employee must have an Associate of
28 Arts or Science degree; 72 quarter college credits at the 100 level or above; or pass a skills test
29 approved by the State of Washington. Employees that meet the requirements by credits or a degree
30 must provide an official transcript to the Personnel Department. For employees that must pass a skills
31 test he/she will be hired and paid as a substitute in the position and have 30 days from date of hire to
32 pass the skills test. If the employee passes the skills test, his/her seniority hire date and his/her
33 Schedule A hourly rate and eligible benefits would be retroactive to the date of hire as a regular
34 employee in that position. The employee must provide official documentation of the skills test score to
35 the Personnel Office.

36
37 **Section 16.2.6. Longevity Pay.** Employees shall be paid in addition to their regular hourly rate
38 longevity pay as follows:

39 Longevity Pay

- 40 15 years – fifteen cents (\$.15)
41 20 years – twenty cents (\$.20)
42 25 years – twenty-five cents (\$.25)
43 30 years – thirty cents (\$.30)
44

45
46 **Section 16.3.** For purposes of calculating daily hours, actual time worked will be recorded.
47
48
49

1 **Section 16.4.** Any employee required to travel as a condition of employment from one work site to
2 another work site in a private vehicle during working hours shall be reimbursed for such travel on a
3 per-mile basis at the rate established by District policy for all its employees.
4

5 **Section 16.5.** Employees required to remain overnight on District business shall be reimbursed for
6 room and board expenditures. If an employee attends a workshop or camp where room and board is
7 provided by the District, no expense reimbursement will be made.
8

9 **Section 16.6.** Employees attending training courses other than during their regular work day, required
10 by District policy as a condition of employment will be paid by the School District, at the employee's
11 regular hourly rate of pay for all time in attendance, plus any fee, tuition, or transportation costs.
12

13 **ARTICLE XVII**

14 **TERM AND SEPARABILITY OF PROVISIONS**

15
16
17 **Section 17.1.** The term of this Agreement shall be September 1, 2010 through August 31, 2013.

18
19 **Section 17.2.** All provisions of this Agreement shall be applicable to the entire term of this Agreement
20 notwithstanding its execution date, except as provided in the following section.
21

22
23 **Section 17.3.** This Agreement may be reopened and modified at any time during its term upon mutual
24 consent of the parties in writing; and provided that this Agreement shall be reopened as necessary to
25 consider the impact of any legislation enacted following execution of this Agreement which may
26 arguably affect the terms and conditions herein or create authority to alter personnel practices in public
27 employment. It is understood that the legislative impact reopener does not apply to appropriations by
28 the legislature regarding District insurance contribution levels and Schedule A effective during the
29 term of the Agreement.
30

31 **Section 17.4.** If any provision of this Agreement or the application of any such provision is held
32 invalid, the remainder of this Agreement shall not be affected thereby.
33

34 **Section 17.5.** Neither party shall be compelled to comply to any provision of this Agreement which
35 conflicts with State or federal statutes or regulations promulgated pursuant thereto.
36

37 **Section 17.6.** In the event either of the two (2) previous sections is determined to apply to any
38 provision of this Agreement, such provision shall be negotiated pursuant to Section 17.3.
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Schedule A
Aberdeen School District No. 5
Public School Employees of Aberdeen
September 1, 2010 - August 31, 2011

POSITION	Step 0	Step 1.0	Step 2.0	Step 3.0	Step 4.0
A Accounts Payable Specialist	\$16.47	\$17.29	\$18.16	\$19.07	\$20.01
Curriculum Department Secretary					
Payroll Specialist					
Special Services Office Coordinator					
B School Office Coordinator	\$14.11	\$14.83	\$15.53	\$16.34	\$17.20
Preschool Secretary					
State and Federal Programs Secretary					
Technology Department Secretary					
Vocational Department Secretary					
C Food Service Secretary	\$13.24	\$13.92	\$14.59	\$15.34	\$16.14
High School Comptroller					
Maintenance Secretary					
Receptionist/Substitute Coordinator					
D Assistant School Secretary	\$12.85	\$13.51	\$14.15	\$14.86	\$15.63
Assistant School Secretary/Registrar					
Attendance Secretary					
School Counselor Secretary					
E Accounts Payable Assistant	\$11.90	\$12.49	\$13.06	\$13.70	\$14.37
Print Shop/Copy Center Coordinator					
Interpreter for the Deaf					
LRC Technician					
Special Services Vocational Assistant					
Speech Language Pathology Assistant					
Student/Family Support Assistant					
Therapy Aide					
Therapy Office Secretary					
Paraeducator-Bilingual					
Paraeducator-Behavior Intervention Assistant					
F Paraeducator	\$11.78	\$12.28	\$12.90	\$13.49	\$14.15
Traffic Guard					
G Child Care Coordinator	\$15.61	\$16.37	\$17.18	\$18.04	\$18.94
Family Service Worker					
Paraeducator-Behavior Intervention Asst. with degree, certificate or five years experience					
Interpreter for the Deaf with degree, certificate or five years					
Occupational Therapy Aide with degree, certificate or five years					
Special Services Vocational Assistant with degree, certificate or five years experience					
Speech Language Pathology Assistant with degree, certificate or five years experience					

Bargaining Unit Substitute Rate: \$10.07

Board Approved:

Effective: September 1, 2010

2010-11 - No state allocated COLA

2011-12 - Increase 1% + state allocated COLA

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ADDENDUM TO CONTRACT

Aberdeen School District Insurance Program

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INSURANCE COVERAGE SYNOPSIS

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LIABILITY INSURANCE: The District's insurance program provides liability coverage for all employees while they are performing within the scope of their duties for the Aberdeen School District. If claims made against the District for any one occurrence exceed the policy limit, the District has an Excess Liability policy providing an additional coverage.

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AUTO LIABILITY INSURANCE: An employee of the District is covered under the District policy while driving a District-owned vehicle (or a vehicle rented or leased by the District). If the amount owed for any one accident exceeds the policy limit, the District Excess Liability policy provides additional coverage.

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Employees shall not be required to use their personal vehicles to transport students.

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ERRORS AND OMISSION INSURANCE: Employees of the District are covered under this professional liability.

SIGNATURE PAGE

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PUBLIC SCHOOL EMPLOYEES
OF ABERDEEN

ABERDEEN SCHOOL DISTRICT

BY: Signed by
Gayle Capsel, Chapter President

BY: Signed by
Doug Smith, School Board President

DATE: 5/20/10

DATE: 6/1/10

Signed by
Martin W. Kay, Superintendent

Letter of Agreement

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF ABERDEEN AND THE ABERDEEN SCHOOL DISTRICT. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

1. That Schedule A be amended to read as attached.

This Letter of Agreement shall become effective September 1, 2008, shall remain in effect until August 31, 2009, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF ABERDEEN

ABERDEEN SCHOOL DISTRICT

BY: signed by
 Cecelia Ketola, Chapter President

BY: signed by
 Martin Kay, Superintendent

DATE: June 10, 2008

DATE: June 10, 2008

Schedule A
Aberdeen School District No. 5
Public School Employees of Aberdeen
September 1, 2008 - August 31, 2009

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<u>POSITION</u>	<u>Step 0</u>	<u>Step 1.0</u>	<u>Step 2.0</u>	<u>Step 3.0</u>	<u>Step 4.0</u>
A Accounts Payable Specialist	\$16.31	\$17.12	\$17.98	\$18.88	\$19.81
Curriculum Department Secretary					
Payroll Specialist					
Special Services Office Coordinator					
B School Office Coordinator	\$13.97	\$14.68	\$15.38	\$16.18	\$17.03
Preschool Secretary					
State and Federal Programs Secretary					
Technology Department Secretary					
Vocational Department Secretary					
C Food Service Secretary	\$13.11	\$13.78	\$14.45	\$15.19	\$15.98
High School Comptroller					
Maintenance Secretary					
Receptionist/Substitute Coordinator					
D Assistant School Secretary	\$12.72	\$13.38	\$14.01	\$14.71	\$15.48
Assistant School Secretary/Registrar					
Attendance Secretary					
School Counselor Secretary					
E Accounts Payable Assistant	\$11.78	\$12.37	\$12.93	\$13.56	\$14.23
Print Shop/Copy Center Coordinator					
Interpreter for the Deaf					
LRC Technician					
Special Services Vocational Assistant					
Speech Language Pathology Assistant					
Student/Family Support Assistant					
Therapy Aide					
Therapy Office Secretary					
Paraeducator-Bilingual					
Paraeducator-Behavior Intervention Assistant					
F Paraeducator	\$11.66	\$12.16	\$12.77	\$13.36	\$14.01
Traffic Guard					
G Child Care Coordinator	\$15.46	\$16.21	\$17.01	\$17.86	\$18.75
Family Service Worker					
Paraeducator-Behavior Intervention Asst. with degree, certificate or five years experience					
Interpreter for the Deaf with degree, certificate or five years experience					
Occupational Therapy Aide with degree, certificate or five years					
Special Services Vocational Assistant with degree, certificate or five years experience					
Speech Language Pathology Assistant with degree, certificate or five years experience					

2008-09 + State Allocated COLA for Classification A, B, C, D, G. Classification E +\$.21 + State Allocated COLA. Classification F + \$.26 + State Allocated COLA.
2009-10 + State Allocated COLA for all Classifications.
Bargaining Unit Substitute Rate 2007-08 \$9.55
2008-09 Sub Rate + State Allocated COLA
2009-10 Sub Rate + State Allocated COLA

Letter of Agreement

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF ABERDEEN AND THE ABERDEEN SCHOOL DISTRICT. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

1. That Schedule A be amended to read as attached.

This Letter of Agreement shall become effective September 1, 2009, shall remain in effect until August 31, 2010, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF ABERDEEN

ABERDEEN SCHOOL DISTRICT

BY: signed by
 Gayle Capsel, Chapter President

BY: signed by
 Martin Kay, Superintendent

DATE: August 3, 2009

DATE: July 31, 2009

Schedule A
Aberdeen School District No. 5
Public School Employees of Aberdeen
September 1, 2009 - August 31, 2010

<u>POSITION</u>	<u>Step 0</u>	<u>Step 1.0</u>	<u>Step 2.0</u>	<u>Step 3.0</u>	<u>Step 4.0</u>
A Accounts Payable Specialist	\$16.31	\$17.12	\$17.98	\$18.88	\$19.81
Curriculum Department Secretary					
Payroll Specialist					
Special Services Office Coordinator					
B School Office Coordinator	\$13.97	\$14.68	\$15.38	\$16.18	\$17.03
Preschool Secretary					
State and Federal Programs Secretary					
Technology Department Secretary					
Vocational Department Secretary					
C Food Service Secretary	\$13.11	\$13.78	\$14.45	\$15.19	\$15.98
High School Comptroller					
Maintenance Secretary					
Receptionist/Substitute Coordinator					
D Assistant School Secretary	\$12.72	\$13.38	\$14.01	\$14.71	\$15.48
Assistant School Secretary/Registrar					
Attendance Secretary					
School Counselor Secretary					
E Accounts Payable Assistant	\$11.78	\$12.37	\$12.93	\$13.56	\$14.23
Print Shop/Copy Center Coordinator					
Interpreter for the Deaf					
LRC Technician					
Special Services Vocational Assistant					
Speech Language Pathology Assistant					
Student/Family Support Assistant					
Therapy Aide					
Therapy Office Secretary					
Paraeducator-Bilingual					
Paraeducator-Behavior Intervention Assistant					
F Paraeducator	\$11.66	\$12.16	\$12.77	\$13.36	\$14.01
Traffic Guard					
G Child Care Coordinator	\$15.46	\$16.21	\$17.01	\$17.86	\$18.75
Family Service Worker					
Paraeducator-Behavior Intervention Asst. with degree, certificate or five years experience					
Interpreter for the Deaf with degree, certificate or five years					
Occupational Therapy Aide with degree, certificate or five years					
Special Services Vocational Assistant with degree, certificate or five years experience					
Speech Language Pathology Assistant with degree, certificate or five years experience					

2008-09 + State Allocated COLA for Classification A, B, C, D, G. Classification E +\$.21 + State Allocated COLA. Classification F + \$.26 + State Allocated COLA.
2009-10 + State Allocated COLA for all Classifications.
Bargaining Unit Substitute Rate 2007-08 \$9.55
2008-09 Sub Rate + State Allocated COLA
2009-10 Sub Rate + State Allocated COLA