

COLLECTIVE BARGAINING AGREEMENT BETWEEN

NORTH MASON SCHOOL DISTRICT #403

AND

**PUBLIC SCHOOL EMPLOYEES OF
NORTH MASON**

SEPTEMBER 1, 2014 - AUGUST 31, 2017



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

This Agreement is made and entered into between North Mason School District Number 403 (hereinafter “District”) and the Public School Employees of North Mason School District, an affiliate of Public School Employees of Washington (hereinafter “Union”).

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

A R T I C L E I

R E C O G N I T I O N A N D C O V E R A G E O F A G R E E M E N T

Section 1.1.

The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.5, and the Union recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

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

Section 1.3.

The District will provide the Union with complete job descriptions for all employees subject to this Agreement within two (2) weeks of a written request from the Union.

Section 1.4.

The District will provide the Union with such amendments, changes, and additions to job descriptions as they may from time to time occur.

Section 1.5.

The bargaining unit to which this Agreement is applicable shall consist of all general job classifications listed on Schedule A of the Agreement. While the Payroll Officer position shall remain a confidential exempt position, the District agrees that effective September 1, 2014, should the District fill the position of Accounting Technician, whether a current or newly created position, that position shall be included in the bargaining unit. Should this occur, the terms and conditions of employment for the position shall be subject to negotiations.

Section 1.5.1.

Substitutes that have worked thirty (30) accumulative days within the immediately preceding twelve (12) months shall be included in the bargaining unit. Such represented employees will be paid at Step 1 of Schedule A. This section shall be the sole provision of this Agreement applicable to represented substitute employees.

1 **Section 1.5.2.**

2 Substitute and/or non-employee applicants may be hired as temporary employees to perform
3 bargaining unit work on a temporary basis. A temporary employee will not accrue seniority unless the
4 temporary assignment extends beyond one school year. Accordingly such temporary employees will be
5 covered by all Articles of the Agreement, except Article IX shall be limited to Section 9.2. and 9.3.
6 (Probation); provided, however, if the position extends beyond one (1) school year, all of Article IX
7 shall apply on the first workday of the second year. The immediately preceding sentence does not
8 apply to Leave Replacement Positions, assigned to regular employees (non-substitute) pursuant to
9 Section 8.6.2. and 9.11.1.

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12 **ARTICLE II**

13 **RIGHTS OF THE EMPLOYER**

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17 **Section 2.1.**

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

26
27 **Section 2.2.**

28 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
29 District. In making rules and regulations relating to personnel policies, procedures and practices, and
30 matters of working conditions, the District shall give due regard and consideration to the rights of the
31 Union and the employees and to the obligations imposed by this Agreement.

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34 **ARTICLE III**

35 **RIGHTS OF EMPLOYEES**

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39 **Section 3.1.**

40 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
41 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union. The
42 freedom of such employees to assist the Union shall be recognized as extending to participation in the
43 management of the Union, including presentation of the views of the Union to the appropriate officials
44 of the District through established administrative channels, or any other governmental body, group, or
45 individual. The District shall take whatever action required or refrain from such action in order to
46 assure employees that no interference, restraint, coercion, or discrimination is allowed within the
47 District to encourage or discourage membership in any employee organization.

1 **Section 3.2.**

2 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
3 Union representatives and/or appropriate officials of the District, through established administrative
4 channels.

5
6 **Section 3.3.**

7 Employees subject to this Agreement have the right to have Union representatives or other persons
8 present at discussions between themselves and supervisors or other representatives of the District as
9 hereinafter provided.

10
11 **Section 3.4.**

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

14
15 **Section 3.5.**

16 Neither the District, nor the Union, shall unlawfully discriminate against any employee subject to this
17 Agreement on the basis of race, creed, religion, color, national origin, sex, disability, age, honorably
18 discharged veteran or military status, sexual orientation, including gender expression or identity, the
19 presence of any sensory, mental, or physical disability or the use of a trained dog guide or service
20 animal by a person with a disability.

21
22 **Section 3.6. Personnel Files.**

23 The District Human Resources Office shall maintain the personnel file for each employee. Each
24 employee shall be provided with a copy of all derogatory or disciplinary material placed in his/her
25 personnel file within five (5) days of insertion. An employee may attach comments to any such
26 material that is part of the personnel file. The employee may inspect the personnel file with a
27 representative of the District and, if the employee desires, the Union. The employee may make an
28 inventory of the file and have it signed and dated by a representative of the District. The District may
29 charge employees for the cost of copies at the District public disclosure copy rate for documents
30 contained in the employee's personnel file. Grievance and/or investigatory documents will not be
31 placed in the official personnel file.

32
33 **Section 3.7. Annual Evaluations.**

34 Annual evaluations shall be presented to each employee no later than June 1st. A copy will be
35 provided the employee. Employees may request a meeting to review the evaluation with the
36 immediate supervisor or principal. Employees shall have the right to attach a written response to any
37 evaluation which is placed in the employee's official personnel file. Employees, in signing the
38 evaluation form, are indicating receipt only. The evaluation form(s) used shall be provided to the
39 Union upon request. Evaluations shall not be used for disciplinary purposes. All performance
40 evaluations reflecting a "needs improvement: or "unsatisfactory" rating in one or more categories shall
41 state specific reasons for the rating.

42
43 **Section 3.8. Safety and Health.**

44 An employee who is physically or verbally threatened by a person or group while carrying out the
45 employee's assigned duties shall immediately contact his/her immediate supervisor. The supervisor
46 shall immediately investigate and if necessary notify the superintendent and, if necessary, the police.
47 Immediate steps shall be taken, in cooperation with the employee, to provide for the employee's safety.

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ARTICLE IV

RIGHTS OF THE UNION

Section 4.1.

The Union has the right and responsibility to represent the interests of all employees in the bargaining unit; to present their views to the District on matters of concern, either orally or in writing; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 4.2.

The Union shall promptly be notified by the District of any disciplinary actions of any employee in the bargaining unit in accordance with the provisions of Articles X and XIV. The Union is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Union's views concerning the case.

Section 4.3.

The names, addresses, work assignments, and salary information of employees in the respective units will be provided annually on approximately October 1st to the President of the Union, and updated with additions and/or deletions as changes in personnel occur.

Section 4.4.

The Union reserves and retains the right to delegate any right or duty contained herein, within the scope of statute, to appropriate officials of the Public School Employees of Washington State Organization.

Section 4.5.

Representatives of the Union, upon making their presence known to the District, shall have access to the District premises during business hours, provided, that no conferences or meetings between employees and Union representatives will in any way hamper or obstruct the normal flow of work.

Section 4.6. Bulletin Boards.

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

Section 4.6.1.

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

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ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Union are policies and procedures relating to or affecting hours, wages, grievance procedures and general working conditions of the bargaining unit subject to this Agreement.

Section 5.2.

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

Section 5.3.

The Union will designate a Conference Committee of up to three (3) members who will meet with the Superintendent of the District and the Superintendent's representatives on a mutually agreeable regular basis to discuss appropriate matters.

Section 5.4.

When the District creates a new job title position or substantially changes the duties of an existing position, the District agrees to negotiate hourly pay rates with the Union in accordance with Chapter 41.56 RCW.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1.

The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest which shall be treated as Saturday and Sunday respectively. Each employee will be assigned in advance to a definite shift with designated times of beginning and ending. Employees will be given reasonable notice of a shift change except that, in the case of emergencies, changes can be made at the discretion of the immediate supervisor.

1 **Section 6.2.**

2 Employees shall be entitled to paid rest period(s) and an unpaid duty free uninterrupted lunch break
3 according to the following daily schedule:
4

- 5 • Work four (4) hours = one paid fifteen (15) minute break;
- 6 • Work more than four (4) hours but less than eight (8) hours = allowed one unpaid duty free
7 uninterrupted thirty (30) minute lunch period and one paid fifteen (15) minute break;
- 8 • Work eight (8) hours = two paid fifteen (15) minute breaks and one unpaid duty free
9 uninterrupted thirty (30) minute lunch period.
10

11 **Section 6.3.**

12 Employees assigned the duties and responsibilities of a higher classification employee for more than
13 two (2) consecutive days will be paid at the Step 1 rate of the higher classification or their previous
14 rate of pay, whichever is greater.
15

16 **Section 6.3.1.**

17 Employees permanently hired in a higher classification will be paid the appropriate longevity
18 step consistent with their years of service to the District pursuant to Section 15.2 of the
19 Agreement.
20

21 **Section 6.3.2.**

22 Employees who apply and are awarded a position at a lower classification will be placed on the
23 appropriate longevity step consistent with their years of service to the District pursuant to
24 Section 15.2 of the Agreement.
25

26 **Section 6.4.**

27 Employees shall receive payment for all time worked with pre-approval by their supervisor.
28

29 **Section 6.5.**

30 It is agreed that upon mutual agreement between the District and the employee, shifts of any duration
31 may be established.
32

33 **Section 6.6. Overtime.**

34 All hours in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at one
35 and one-half (1 ½) times the employee's base hourly rate. Compensatory time off in lieu of overtime
36 pay is allowed upon agreement between the employee and the employee's supervisor. No employee
37 may work overtime without the prior approval of the employee's supervisor.
38

39 **Section 6.6.1.**

40 All hours worked on Saturday or Sunday, as defined herein, shall be compensated at one and
41 one-half (1 ½) times the employee's base hourly rate.
42

43 **Section 6.6.2.**

44 Employees called for special service, noncontiguous with the normal work shift or workday,
45 shall receive no less than two (2) hours pay at the appropriate rate.
46

1 **Section 6.7.**

2 The District may, at its sole discretion, place an employee newly hired in a position on Step 2.

3
4 **Section 6.8.**

5 At the discretion of the Superintendent, employees may be released early without loss of pay for health
6 and/or safety related emergencies.
7

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10 **ARTICLE VII**

11
12 **HOLIDAYS AND VACATIONS**

13
14 **Section 7.1. Holidays.**

15 All employees shall receive the following paid holidays that fall within their work year.

- | | | | |
|----|----|--------------------------------|---------------------------|
| 16 | 17 | 1. New Year’s Day | 7. Veterans’ Day |
| 18 | 18 | 2. Martin Luther King Birthday | 8. Thanksgiving Day |
| 19 | 19 | 3. Presidents’ Day | 9. Day after Thanksgiving |
| 20 | 20 | 4. Memorial Day | 10. Day before Christmas |
| 21 | 21 | 5. Independence Day | 11. Christmas Day |
| 22 | 22 | 6. Labor Day | *12. Day after Christmas |

23
24 *Applied to twelve-month (260-day contract) employees only.

25
26 **Section 7.1.1. Unworked Holidays.**

27 Eligible employees shall receive pay equal to their normal workshift at their base rate in effect
28 at the time the holiday occurs. An employee who is on the active payroll on the holiday and
29 has worked either his last scheduled shift preceding the holiday or his first scheduled shift
30 succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such
31 unworked holiday. An exception to this requirement will occur if the employee can furnish
32 proof satisfactory to the District that because of illness, or District approved paid leave, the
33 employee was unable to work on either of such shifts, and the employee’s absence previous to
34 such holiday by reason of such illness has not been longer than thirty (30) regular workdays.
35

36 **Section 7.1.2. Worked Holidays.**

37 Employees who are required to work on the above-described holidays shall receive the pay due
38 them for the holiday, plus two (2) times their base rate for all hours worked on such holidays,
39 unless the employee starts his regular shift at 10:00 p.m. or thereafter on that date.
40

41 **Section 7.1.3. Holidays During Vacation.**

42 Should a holiday occur while an employee is on vacation, the employee shall be allowed to
43 take one (1) extra day of vacation with pay in lieu of the holiday as such.
44
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1 **Section 7.2.**

2 Each employee scheduled to work more the 228 days (including holidays) per year shall accrue ten
3 (10) days paid vacation per year. Upon completion of the first year of service, vacation accrual will
4 advance one day per year not to exceed a total maximum of twenty-two (22) days.

5
6 **Section 7.2.1.**

7 It is mutually agreed that vacations shall be scheduled according to seniority and District
8 employment needs.

9
10 **Section 7.2.2.**

11 Any vacation credit currently due but unused by the new accrual date each year may be carried
12 over for one (1) year following the accrual date with the approval of the immediate supervisor
13 and administration. Employees may accrue beyond the limit by permission of the
14 Superintendent, or Superintendent's designee, provided no employee shall be denied accrued
15 vacation benefits due to District employment needs. No more than thirty (30) days of vacation
16 may be cashed out upon departure from the District. Vacation dates must be approved by the
17 employee's supervisor.

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21 **ARTICLE VIII**

22
23 **LEAVES**

24
25 **Section 8.1. Leaves for Illness, Injury or Emergency.**

26
27 **Section 8.1.1.**

28 Each employee shall accumulate one (1) day of leave for illness, injury or emergency (sick
29 leave) for each calendar month worked; provided, however, that no employee shall accumulate
30 less than ten (10) days of sick leave per school year. An employee who works eleven (11)
31 working days in any calendar month will be given credit for the full calendar month. Sick
32 leave shall be vested when earned and may accumulate. The District shall project the number
33 of annual days of sick leave at the beginning of the school year according to the estimated
34 calendar months the employee is to work during that year. The employee shall be entitled to
35 the projected number of days of sick leave at the beginning of the school year. Sick leave
36 benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily
37 work shift; provided, however, that should an employee's normal daily work shift increase or
38 decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in
39 accordance with the employee's normal daily workshift at the time the sick leave is taken, and
40 the accumulated benefits will be expended on an hourly rather than a daily basis.

41
42 **Section 8.1.2.**

43 Each employee covered by Industrial Insurance shall be allowed three (3) days of absence
44 beyond the day of injury on full salary to be deducted from sick leave. Beginning with the
45 fourth (4) day of absence resulting from injury on the job, the employee may be paid the
46 difference between the amount paid by Industrial Insurance and their regular daily pay if they
47 have accumulated sick leave available for their use. Such payment will be deducted from the

1 employee's accumulated sick leave. In no instance shall an employee receive total
2 compensation from Industrial Insurance and the District which is in excess of their pay for
3 regularly scheduled hours. This provision shall in no way be in conflict with State Law.
4

5 **Section 8.1.3.**

6 Employees who have accrued sick leave while employed by another public school district in
7 the State of Washington shall be given credit for such accrued sick leave upon employment by
8 the District.
9

10 **Section 8.1.4. Emergency Leave.**

11 Emergency Leave may be granted by the Superintendent for "emergency" purposes when the
12 following conditions exist:
13

- 14 A. The problem must be suddenly precipitated, must be of such a nature that preplanning is
15 not possible, or where preplanning cannot relieve the necessity for the employee's
16 absence.
17
- 18 B. The problem cannot be one of minor importance or of mere convenience, but must be
19 serious.
20
- 21 C. Additional emergency leave may be granted by the Superintendent if an employee has
22 already taken all other available leave. Conditions in section A and B above must exist
23 to be considered.
24

25 Emergency leave that is used shall be deducted from the employee's sick leave. Prior to taking
26 emergency leave, the employee shall notify, at the earliest possible time, their Supervisor and
27 seek approval. The employee shall, upon return to work, complete and sign an absence report
28 form within seven (7) days after the absence. The Superintendent or his/her designee must
29 grant final approval of all emergency leave.
30

31 **Section 8.1.5.**

32 The District will maintain its Sick Leave Attendance Incentive Program as permitted by statute
33 under written District policy for the term of this Agreement.
34

35 **Section 8.1.6. Family Care Leave.**

36 The District shall allow an employee to use the employee's accrued sick leave to care for
37 his/her child with a health condition requiring treatment or supervision. Sick leave used to care
38 for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health
39 condition or an emergency condition in accordance with State or Federal law. For this section,
40 the following definitions shall apply consistent with Washington State law.
41

- 42 A. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child
43 of a person standing in loco parentis who is: (a) under eighteen years of age; or (b)
44 eighteen years of age or older and incapable of self care because of a mental or physical
45 disability.
46
- 47 B. "Grandparent: means a parent of a parent of an employee.

- 1
- 2 C. "Parent" means a biological parent of an employee or an individual who stood in loco
- 3 parentis to an employee when the employee was a child.
- 4
- 5 D. "Parent-in-law" means a parent of the spouse of an employee.
- 6
- 7 E. "Spouse" means a husband or wife as the case may be.
- 8

9 **Section 8.1.7. Leave Sharing.**

10 Leave sharing shall be in accordance with District policy and procedure.

11

12 **Section 8.2. Bereavement Leave.**

13 Upon employee request and the express approval of the Superintendent or his/her designee, an

14 employee may use up to three (3) days of paid leave per occurrence each school year for a death in the

15 employee's immediate family. Such leave is not accumulative and is not deducted from sick leave.

16 An employee's immediate family includes the employee's parent(s), sibling(s), grandparent(s),

17 child(ren), spouse, grandchildren, brother-in-law, sister-in-law, mother-in-law and father-in-law. An

18 employee shall be granted one (1) additional day per year to attend the funeral of a close, personal

19 friend. Verification of death/funeral may be requested.

20

21 **Section 8.3. Maternity/Paternity/Adoption Leave.**

22

23 **Section 8.3.1.**

24 Any employee desiring to exercise maternity/paternity/adoption leave shall submit such a

25 request in writing to the Superintendent of Schools not later than one month prior to the

26 beginning of such leave. The written request shall specify the following:

27

- 28 A. Anticipated probable date of expected birth;
- 29 B. Date on which such leave is to commence;
- 30 C. Date of which such leave is to terminate;
- 31 D. Statement regarding number of sick leave days to be applied to such leave.
- 32

33 **Section 8.3.2.**

34 The following stipulations shall govern the granting of maternity/paternity/adoption leave:

35

- 36 A. Not more than ninety (90) working days shall be granted;
- 37 B. Extenuating circumstances may develop that must be verified by a physician's written
- 38 statement in which case leave may be extended;
- 39 C. When granted, leave shall be without pay and fringe benefits except for that portion
- 40 covered by sick leave;
- 41 D. All employment rights shall be maintained during sick leave.
- 42

43 **Section 8.4. Personal Leave.**

44 Upon employee request and express approval of the Superintendent or his/her designee, an employee

45 may be granted two (2) days of paid personal leave per year. For employees who begin or terminate

46 employment with the District mid-year, personal leave shall be prorated based upon position's

1 calendar. Unused personal leave may be carried over to the following year to a maximum of four (4)
2 days. Personal leave may not be used the first five (5) days or last five (5) days of the school year.
3

4 This leave requires no less than a twenty-four (24) hour notice and will be scheduled to avoid
5 interference with District service requirements. This leave, when granted, will be used in increments
6 of no less than two (2) hours. Personal leave is not deducted from sick leave.
7

8 **Section 8.5. Judicial Leave.**

9 In the event an employee is summoned and legally required to serve as a juror, or appear as a witness
10 in Court, or is named as a co-defendant with the District, such employee shall receive a normal day's
11 pay for each day to a maximum of forty-five (45) days, of required presence in Court; provided,
12 however, that any compensation received for such service shall be paid to the District. Such
13 repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event that
14 an employee is a party in a Court action, such employee may request a leave of absence, in accordance
15 with Section 8.6 below, provided that no employee shall be compensated for leave under this section if
16 involved in litigation against the District. Judicial leave is not deducted from sick leave. Jury slip,
17 subpoena or other verification of service appearance is required.
18

19 **Section 8.6. Leave of Absence.**

20 **Section 8.6.1.**

21 Upon recommendation of the immediate supervisor and upon approval of the Superintendent,
22 an employee may be granted an extended leave of absence for a period not to exceed one (1)
23 year. A regular employee will not be granted a leave of absence to fill another position in the
24 District or to accept employment outside of the District. For instances when the approved leave
25 of absence spans the entire school year (September through August), the employee shall notify
26 the District, in writing, of the employee's intention to return no later than May 1. For all other
27 approved leaves of absence, the employee must notify the District, in writing, of the
28 employee's intention to return no later than thirty (30) days prior to the end of the approved
29 leave. Failure by the employee to give timely notification shall result in the employee
30 relinquishing their position with the District. Application for a leave of absence shall be made
31 using Exhibit 1.
32

33 **Section 8.6.2.**

34 The returning employee will be assigned to the position occupied before the leave of absence,
35 provided funds are available for the position. It shall be the responsibility of the District to
36 inform leave replacement employees of these provisions. Reference: Section 9.11.1 speaks to
37 seniority and recall rights of leave replacement positions assigned to regular employees.
38 Substitutes and/or non-employee applicants hired as leave replacement employees shall be
39 considered temporary employees as per Section 1.5.2.
40

41 **Section 8.6.3.**

42 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
43 on leave of absence. However, vacation credits and sick leave shall not accrue while the
44 employee is on leave of absence.
45
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47

1 **Section 8.7.**

2 The District will consider leave sharing on a case-by-case basis.

3
4 **Section 8.8. Union Leave.**

5 The President of the Union and designated representatives shall be provided time off without loss of
6 pay to a maximum of ten (10) days total per year to attend regional or state meetings. The Union shall
7 bear the cost of substitutes. Union leave is not deducted from sick leave.

8
9 **Section 8.9. Light Duty.**

10
11 **Section 8.9.1 Injury Return Rights.**

12 Provided he/she is capable and a physician has released employee to return to normal work
13 duties, an employee away from work for no more than eighteen (18) months due to an on-the-
14 job injury shall be offered a position of comparable status, as long as no reduction-in-force is in
15 effect and no less than twenty (20) calendar days notice of intention to return to work is given
16 the District.

17
18 **Section 8.9.2. Light-Duty Positions.**

19 The District may create temporary light-duty positions to be offered to employees with open
20 Labor & Industries claims receiving time-loss benefits on a case by case basis. The light duty
21 positions will be paid at \$10.50 per hour (increase by COLA) until a physician releases the
22 employee to return to his/her regular position or the District determines that the light duty
23 position in longer necessary. An employee may not be assigned to a light duty position for
24 longer than twelve (12) weeks, unless mutually agreed by the District and the Union. The
25 District will submit such job descriptions to the Union for review. The filling of such positions
26 shall be exempt from the posting and seniority provisions of this Agreement. Employees filling
27 such positions shall maintain benefits, prorated for the number of hours (pursuant to Section
28 11.1 of the Agreement) worked in the light duty position, but shall not accrue seniority in any
29 other classification or replace current bargaining unit employees.

30
31 **Section 8.10.**

32 Under extraordinary circumstances, leave of less than thirty (30) days may be granted by the
33 Superintendent.

34
35
36
37 **ARTICLE IX**

38
39 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

40
41 **Section 9.1.**

42 The seniority of an employee within the bargaining unit shall be established as of the date on which the
43 employee began continuous daily employment (hereinafter “hire date”) unless such seniority shall be
44 lost as hereinafter provided.

1 **Section 9.1.1.**

2 In cases of employees having the same hire date within the same general job classification,
3 such cases (ties) shall be broken in the presence of the Superintendent or designee, President of
4 the Union and the impacted employees. Such determination shall be permanent. A single suit
5 of playing cards 2 through 10 shall be presented to the employees. The employee selecting the
6 highest number card shall have priority ranking on the seniority list.
7

8 **Section 9.2.**

9 Each new hire shall remain in a probationary status for a period of not more than one hundred and
10 twenty (120) working days following the hire date. Prior to completion of the 120 working days, the
11 District/Supervisor shall submit a formal evaluation. During this probationary period, the District may
12 discharge such employee at its discretion.
13

14 **Section 9.3.**

15 Upon completion of the probationary period, the employee will be subject to all rights and duties
16 contained in this Agreement retroactive to the hire date.
17

18 **Section 9.4.**

19 The seniority rights of an employee shall be lost for the following reasons:
20

- 21 A. Resignation;
 - 22 B. Discharge for justifiable cause;
 - 23 C. Retirement; or
 - 24 D. Change in job classification within the bargaining unit, as hereinafter provided.
- 25

26 **Section 9.5.**

27 Seniority rights shall not be lost for the following reasons, without limitation:
28

- 29 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
 - 30 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
31 States; or
 - 32 C. Time spent on other authorized leaves.
- 33

34 **Section 9.5.1. Voluntary Reduction.**

35 Employees may apply to voluntarily reduce their daily hours and/or days of employment on an
36 annual basis. Such requests shall be placed in writing by the employee and subject to approval
37 by the Superintendent.
38

39 The following conditions shall apply in this situation:
40

- 41 A. As a result of voluntary reduction, employees working twelve (12) month and
42 scheduled for two hundred and fifty (250) or more days (238 day work calendar), for
43 the year shall not lose paid holidays and/or vacation days.
 - 44 B. For reduction in daily hours of employment, employee benefits shall be prorated in
45 accordance with the Agreement.
46
- 47

1 C. If during the next school year, a reduction-in-force (layoff) occurs, the following rule
2 shall govern over the annual hour calculation for seniority bumping purposes: The
3 annual hours for the year in question shall be calculated as what the employee would
4 have obtained if not in a voluntary hours/days reduction situation.
5
6

7 **Section 9.6.**

8 Seniority rights shall be effective within the general job classification. As used in this Agreement,
9 general job classifications are listed on Schedule A of the Agreement.
10

11 **Section 9.7.**

12 The employee with the earliest hire date shall have preferential rights regarding vacation periods, and
13 special services (including overtime), promotions, assignment to new or open jobs or positions, and
14 layoffs when ability and performance are substantially equal with junior employees. If the District
15 determines that seniority rights should not govern because a junior employee or non-employee
16 applicant possesses ability and performance substantially greater than a senior employee or senior
17 employees, the District shall set forth in writing to the employee or employees and the organization's
18 grievance committee chairman its reasons why the senior employee or employees have been bypassed.
19 If there are no qualified and willing applicants available, involuntary transfers will go to the least
20 senior employee. Employees will be given written rationale for any involuntary transfers and granted
21 an informal meeting prior to any involuntary transfer.
22

23 **Section 9.7.1.**

24 Overtime hours will be awarded by building seniority within the classification. Overtime and
25 all additional hours during non-school periods will be awarded by overall seniority in the
26 classification, however, custodial and maintenance seniority for overtime pay will be
27 determined within the building or assigned work area first, then resort to district-wide seniority.
28

29 Hours worked by custodians and food service due to the use of facilities for district sponsored
30 events may be assigned to the senior employee as per this section, if applicable, that would not
31 go into overtime status for such additional hours. District sponsored events shall be defined as
32 those events in which the District controls the funding source.
33

34 **Section 9.7.2.**

35 When the District wishes to increase work time or fill a vacant position of one (1) hour or less,
36 the District shall:
37

- 38 A. Inform employees in writing of the availability of such work time only within the
39 building, and not District-wide, and offer such work time within the classification
40 within the building in order of seniority, provided the senior employee is available for
41 such work time; or
42
43 B. In case of a special education paraeducator working primarily with the student(s) for
44 which the increased work time is assigned, the District may assign such work time to
45 the special education paraeducator for which such work time would be a natural
46 extension of the employee's current job; or
47

- 1 C. Post work time in accordance with Section 9.9 of the Agreement. Additional work time
2 of more than one (1) hour per day shall be posted in accordance with Section 9.9. No
3 employee shall have the right to work regularly scheduled work time that would cause
4 the employee to go into overtime status.

5
6 **Section 9.8.**

7 Employees who change general job classifications within the bargaining unit shall retain their seniority
8 dates in the previous classification for a period of one (1) year, notwithstanding that they have acquired
9 a new seniority date in the new classification, except as provided in Section 9.11.1.

10
11 **Section 9.9.**

12 The District shall publicize within the bargaining unit for seven (7) calendar days the availability of
13 open positions as soon as possible after the District is apprised of the opening. A copy of the job
14 posting shall be forwarded to the President of the Union and to the Union representative of the
15 classification concerned.

16
17 **Section 9.10.**

18 In the event of layoff, reduction of one (1) or more hour per day, for each day worked during any
19 twelve (12) month period, or any reduction in hours of employment that reduces the District insurance
20 contribution pursuant to Section 11.1.1. of the Agreement, the following procedure shall apply.

- 21
22 A. Layoffs will be in order of seniority date in a general job classification.
- 23
24 B. A seniority list for layoff purposes shall be drawn up for each general job classification
25 according to the criteria below:
- 26
27 a. For employees who have worked in only one (1) classification, seniority shall be
28 determined by District hire date.
- 29
30 b. Employees who have changed general job classifications and still retain seniority in their
31 previous general job classification pursuant to Section 9.8 of the Agreement, or who are
32 placed into a temporary LOA (leave of absence) position pursuant to Section 9.11.1 of the
33 Agreement, shall be included on the seniority list for both classifications.
- 34
35 C. The District may not lay off a senior employee before a junior employee in any general job
36 classification unless the junior employee performs a job for which no senior employee in the
37 general job classification is qualified to perform. Should this occur, the District must inform
38 the Union President in writing, the name and position of the junior employee and the rationale
39 for retaining him/her out of seniority order.
- 40
41 D. No employee may displace (“bump”) another employee to increase his/her hourly rate of pay.
- 42
43 E. In the event of layoff, regular employees so affected are to be placed on a re-employment list
44 maintained by the District. Names shall remain on the re-employment list for twenty-four (24)
45 months. The District shall not hire outside the bargaining unit as long as employee(s) remain
46 on layoff as defined in this subsection; provided an employee on layoff status possesses the
47 qualifications for the open position.

1
2 F. The District will consult with PSE in the transfer of staff in the event of a re-assignment in the
3 reduction in force.
4

5 **Section 9.11.**

6 Employees on layoff status shall file their address and phone number(s) in writing or email with the
7 District personnel office and shall thereafter promptly advise the District in writing of any change in
8 address or phone number. All postings for open employee positions within the District will be posted
9 on the District website. Using a telephone notification system, on the first day of the job posting, the
10 District will notify displaced employees of any opening within the general job classification(s) in
11 which the displaced employee accrued seniority prior to layoff. All postings for open employee
12 position within the District will be posted on the district website.
13

14 **Section 9.11.1.**

15 Regular employees placed by the District in a temporary LOA (leave of absence) position
16 (hereinafter “leave replacement position”) shall retain their employment status in the regular
17 position held preceding to the leave replacement position (hereinafter “regular position”).
18 Regular employees hired to fill positions of employees on leave of absence will be hired for a
19 specific period of time, during which they shall be subject to all provisions of this Agreement.
20 If the leave replacement position is over one hundred and twenty (120) workdays in duration
21 and in a different general job classification for seniority purposes than the regular position, the
22 employee will establish a hire date (seniority) in the general job classification of the leave
23 replacement position in addition to their regular position. At the end of the leave replacement
24 position, the employee will be returned to the regular position, or a position equivalent
25 (pay/hours per day) and in consideration of Article IX in event of layoffs. If a substitute as
26 defined in Section 1.5.1., or a non-employee applicant is hired by the District to fill in for the
27 regular position said substitute will be considered a temporary employee as defined in Section
28 1.5.2.
29

30 **Section 9.12.**

31 The District shall provide Notification of Reasonable Assurance of continuing employment with the
32 school district for the following school year no later than June 15th or within 30 days of the close of
33 the legislative session, whichever date comes later.
34
35
36

37 **ARTICLE X**

38 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

39
40
41 **Section 10.1.**

42 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
43 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
44 If the District has reason to reprimand an employee, it shall be done in a manner which will not
45 embarrass the employee before other employees or the public, if possible.
46
47

1 **Section 10.2. Notification to Non-Annual Employees.**

2 This section is intended to be applicable to those employees whose duties necessarily imply less than
3 twelve (12) months (excluding vacations) work per year.
4

5 **Section 10.2.1.**

6 Should the District decide to discharge any non-annual employee, the employee shall be so
7 notified in writing prior to July 31 if possible.
8

9 **Section 10.2.2.**

10 Nothing contained herein shall be construed to prevent the District from discharging an
11 employee for acts of misconduct occurring after the expiration of the school year.
12

13 **Section 10.2.3.**

14 Nothing contained in this section shall in any regard limit the operation of other sections of this
15 Article.
16

17 **Section 10.3.**

18 Except in extraordinary cases, and as otherwise provided in this Article, the District will give
19 employees two (2) weeks notice of intention to discharge.
20
21
22

23 **ARTICLE XI**

24 **INSURANCE AND RETIREMENT**

25
26
27 **Section 11.1.**

28 The District will pay the State-funded medical amount on an FTE basis per month for each employee
29 enrolled in a District-approved group insurance plan. The District will contribute the State-funded
30 amount per FTE per month for payment toward basic health insurance premium costs. Such unused
31 funds shall be pooled within the bargaining unit to supplement medical premiums, which exceed the
32 employee's District insurance contribution in compliance with state law. The required contribution to
33 the State Health Care Authority (retiree subsidy) shall not be deducted from the District insurance
34 contribution, or from the "pool", but shall be paid by the District provided, however, the District shall
35 not pay more than \$36.36 per month per FTE (as defined in Section 11.1.1. of the Agreement) for the
36 retiree subsidy, except as provided in Section 11.1.2. In the event the retiree subsidy exceeds \$36.36
37 per month per FTE such additional cost shall be paid by the employee.
38

39 **Section 11.1.2.**

40 In the event the District executes an agreement with another bargaining unit in the District that
41 provides payment of a retiree subsidy in an amount that exceeds \$36.36 per month per FTE,
42 Section 11.1 shall be hereby modified to provide for such higher amount with an effective date
43 consistent with the other bargaining unit.
44

45 **Section 11.1.1**

46 Full-time-equivalency (FTE) for insurance benefit computation shall be one thousand four
47 hundred forty (1,440) hours.

1 **Section 11.2.**

2 The District shall provide tort liability coverage for all employees subject to this Agreement, as
3 required by the statute.
4

5 **Section 11.3.**

6 The District shall make required contributions for State Industrial Insurance on behalf of all employees
7 subject to this Agreement.

8 **Section 11.4.**

9 In determining whether an employee subject to this Agreement is eligible for participation in the
10 Washington State Public Employee's Retirement System, the District shall report all hours worked,
11 whether straight time, overtime, or otherwise.
12
13
14

15 **ARTICLE XII**

16 **VOCATIONAL TRAINING**
17

18 **Section 12.1.**

19 Employees attending training courses required by Federal or State regulation, or District policy as a
20 condition of continued employment will be paid by the School District at their regular rate of pay for
21 all time in attendance, plus any fee, tuition, or transportation costs.
22
23

24 **Section 12.2.**

25 If any staff member wishes to attend any meeting involving District working time or if any District
26 reimbursement is requested:
27

- 28 A. The staff member is expected to pick up a Trip Approval Request Form from their immediate
29 supervisor, fill out where applicable, and submit to the Superintendent prior to the proposed
30 meeting. This must be done as far in advance as possible.
31
- 32 B. Consideration may be given those staff members who annually, or semi-annually, attend
33 regular meetings each year and have done so for a number of years.
34
- 35 C. The Superintendent will act upon the form and inform the staff member of his decision and/or
36 approval of the dollar amount requested.
37
- 38 D. The staff member must also fill out and submit a Claim for Expenses Form which requires an
39 attached receipt for any reimbursable expenditure. This will include overnight
40 accommodations, meals, registration fees, and mileage, which shall be reimbursed in
41 accordance with District policy and procedure.
42
- 43 E. The Superintendent has the prerogative to assign District-provided transportation rather than to
44 approve mileage reimbursement for private vehicles.
45
- 46 F. Staff members attending meetings may be expected to make a brief, concise oral report to the
47 School Board. A written report may be requested.

1
2 **Section 12.3.**

3 The District will provide training that it deems necessary.
4
5
6

7 **ARTICLE XIII**

8
9 **MAINTENANCE OF MEMBERSHIP**
10

11 **Section 13.1.**

12 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member
13 of the Union in good standing shall, as a condition of employment, maintain membership in the Union
14 in good standing during the period of this Agreement.
15

16 **Section 13.2.**

17 All employees subject to this Agreement who are hired at a time subsequent to the effective date of this
18 Agreement, shall, as a condition of employment, become members in good
19 standing of the Union within thirty (30) days of the hire date. Such employee shall then maintain
20 membership in the Union in good standing during the period of this Agreement.
21

22 **Section 13.3.**

23 The parties recognize that an employee should have the option of declining to participate as a member
24 in the Union, yet contribute financially to the activities of the Union in representing such employee as
25 a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the
26 membership requirements of the previous sections of this Article, an employee who declines
27 membership in the Union may pay to the Union each month a service charge as a contribution towards
28 the administration of this Agreement in an amount not to exceed the regular monthly dues, less
29 assessments. This service charge shall be collected by the Union in the same manner as monthly dues.
30

31 **Section 13.4.**

32 Nothing contained in this Agreement shall require Union membership of employees who object to such
33 membership based on bona fide religious tenets or teachings of a church or religious body of which
34 such employee is a member. Such employee shall pay an amount equivalent to normal dues to a non-
35 religious charity or other charitable organization mutually agreed upon by the employee and the Union.
36 The employee shall furnish written proof that such payment has been made. If the employee and the
37 Union cannot agree on such matter, it shall be resolved by the Public Employment Relations
38 Commission pursuant to RCW 41.56.122.
39

40 **Section 13.5.**

41 The District will notify the Union of all new hires within ten (10) working days of the hire date. At the
42 time of hire, the District will inform the new hire of the Terms and Conditions of this Article.
43

44 **Section 13.6. Checkoff.**

45 The District shall deduct PSE dues, service charges or voluntary political contributions to the
46 Committee on Political Empowerment (COPE) from the pay of any employee who authorizes such

1 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted
2 to the Treasurer of the Public School Employees of Washington on a monthly basis.

3
4 **Section 13.6.1. Monthly Report to the Union.**

5 The District shall submit a monthly list (to accompany the monthly transmission of dues to
6 PSE) to the Treasurer of Public School Employees of Washington with the name, social
7 security number, hourly wage rate(s), hours worked, gross monthly compensation and amount
8 of PSE dues deducted for each bargaining unit employee.

9
10 **Section 13.7. Local Chapter Dues.**

11 The District shall deduct PSE local chapter dues separately and remit such funds to the local chapter
12 treasurer once annually or within thirty (30) days of the dues being deducted from the employee's pay
13 warrant in the case of an employee hired after the annual deduction.

14
15 **Section 13.8.**

16 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
17 deduct from the pay of such bargaining unit employee the amount of contribution the employee
18 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
19 check separate from the Union dues transmittal check.

20
21 The District shall, with five (5) or more employees participating, upon receipt of a written
22 authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit
23 employee the amount of contribution the employee voluntarily chooses for deduction for political
24 purposes to the Committee on Political Empowerment (COPE), and shall transmit the same to the
25 Union on a check separate from the Union dues transmittal check. Section 13.9 (Hold Harmless
26 section) of the Agreement shall apply to these deductions.

27
28 **Section 13.9. Hold Harmless.**

29 The Union will indemnify, defend and hold the District harmless against any claims, suits, orders
30 and/or judgments against the District on account of any checkoff of Union dues or voluntary political
31 contributions to the Committee on Political Empowerment (COPE).

32
33
34
35 **ARTICLE XIV**
36
37 **GRIEVANCE PROCEDURE**
38

39 **Section 14.1.**

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

1 **Section 14.1.1. Definitions.**

2
3 **Business Days** shall be defined as those days the District Business Office is open for the
4 conduct of regular District business; normally, Monday through Friday, except for nationally
5 observed holidays.

6
7 **Level 1** shall be defined as the filing of the formal grievance with the employee’s immediate
8 administrative superior, and the resultant formal conference (Section 14.2.1.).

9
10
11 **Level 2** shall be defined as the filing of the formal grievance with the Superintendent of School
12 (Section 14.2.2.).

13
14 **Section 14.2. Grievance Steps.**

15 The adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number
16 of days within which each step is prescribed to be accomplished shall be considered as maximum and
17 every effort shall be made to expedite the process. Under unusual circumstances, the time limits
18 prescribed in this statement may be extended or reduced by mutual consent of the aggrieved person,
19 hereinafter referred to as “the grievant”, and the person or persons by whom his/her grievance is being
20 considered.

21
22 **Section 14.2.1. Level 1.**

23 An employee with a complaint shall first take it up with his/her immediate administrative
24 superior in a private conference. Every effort will be made to adjust the complaint in an
25 informal manner.

26
27 If the employee is dissatisfied with the outcome of the initial private conference(s), he or she
28 may file a grievance with his/her immediate administrative superior within twenty (20)
29 business days from the event that originally caused the employee to take up the complaint with
30 his/her immediate administrative superior. If the grievant does not file the grievance within the
31 above time limit, the grievance shall automatically be waived.

32
33 The filing of the grievance shall automatically include a request for a formal conference. The
34 formal conference shall occur within ten (10) business days of the filing date of the written
35 grievance. Every effort should be made to develop an understanding of the facts and issues in
36 order to create a climate which will lead to a solution. At the formal conference, or at any
37 subsequent level of appeal, the grievant may be accompanied by others who might contribute to
38 the acceptable adjustment of the grievance.

39
40 **Section 14.2.2. Level 2.**

41 In the event that the grievant is not satisfied with the disposition of his/her grievance at Level 1,
42 or in the event that no decision is reached within ten (10) business days after filing the
43 grievance at Level 1, the grievant may refer the matter in writing to the Superintendent of
44 Schools. This referral must be received by the Superintendent’s office within twenty (20)
45 business days after the grievance was formally filed at Level 1. If the grievant does not appeal
46 the grievance to the Superintendent within the above time limit, the grievance shall
47 automatically be waived.

1 If the grievance has not been addressed to the grievant within twenty (20) business days after
2 the written grievance was received by the Superintendent or his/her designated representative,
3 then the
4 grievant may request a meeting with the Board of Education, who will be considered as acting
5 in the stead of the Superintendent of Schools. The Board of Education shall, within fifteen (15)
6 business
7 days after receipt of the written request, confer with the grievant and render a decision to be
8 submitted to the grievant in writing.

9
10 **Section 14.2.3. Arbitration.**

11 If the grievance is not adjusted to the satisfaction of the grievant under Level 2, then the
12 grievant may request in writing that the matter be submitted to arbitration. If the grievant does
13 not file a written request for arbitration within ten (10) business days after receiving the
14 Superintendent's or Board of Education's decision in writing, he/she is deemed to have waived
15 the right to invoke arbitration.

16
17 The request for arbitration shall be directed to the President of the Union and the President of
18 the School Board. If the Union determines the matter should be submitted to arbitration, it will
19 so notify the President of the School Board within five (5) business days after receipt of such
20 notification.

21
22 Within ten (10) business days after such written notice of submission to arbitration, the Board
23 and the Union will attempt to agree upon a mutually acceptable arbitrator and to obtain a
24 commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator
25 or to obtain such a commitment within the ten (10) day period, either party may submit the
26 matter to the American Arbitration Association for arbitration. The parties shall be bound by
27 the rules, regulations and the procedures of the American Arbitration Association.

28
29 During the arbitration proceedings, neither the District, the Union, nor the grievant, will be
30 permitted to assert any grounds not previously disclosed to the parties.

31
32 The arbitrator shall conduct a hearing within ten (10) business days of his/her appointment and
33 will issue a decision not later than ten (10) business days from the date of the close of the
34 hearings, or, if oral hearings have been waived, then from the date the final statements and
35 proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth
36 his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be
37 without power or authority to make any decision which requires the commission of an act
38 prohibited by law or which is in violation of the terms of this Agreement. The decision of the
39 arbitrator will be submitted to the Board and the Union and will be final and binding upon the
40 parties.

- 41
42 1. The costs for the services of the arbitrator, including per diem expenses, if any, and
43 travel and subsistence expenses, and the cost of any hearing room will be borne
44 equally by the Board and the Union. All other costs will be borne by the party
45 incurring them.
46
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ARTICLE XV

SALARIES AND EMPLOYEE COMPENSATION

Section 15.1.

Wages 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 15.1.1.

For each school year of the contract, all steps on Schedule A will be increased by the state-funded cost of living adjustment (COLA), if any, applicable to classified employees effective on September 1 of each school year or immediately on receipt if later than September 1. The cost of incremental movement on the salary schedule shall not be deducted from any COLA.

Section 15.2.

Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement; provided, the employee has been actively employed as a regular employee for at least fifty-percent (50%) of the previous employment period. Step two (2) shall be awarded after completion of five (5) years of service; Step three (3) shall be awarded after completion of nine (9) years of service; Step four (4) shall be awarded after completion of fourteen (14) years of service and Step five (5) shall be awarded after completion of nineteen (19) years of service. Incremental steps shall be granted based on years of service to the District regardless of changes in classification.

Section 15.2.1.

It is the employee's responsibility to provide verification of similar occupational status from another Washington State School District to Human Resources within sixty (60) days of hire or no later than October 1st of any following school year for movement on Schedule A. The District shall inform new hires of their right to transfer longevity pursuant to RCW 28A.400.300.

Section 15.2.2.

Any PSE member with an AA degree or higher, or ninety (90) applicable college credits, will receive an additional fifty (\$0.50) per hour increase; provided that a copy of the official transcript is submitted to the Human Resources no later than October 1st of the school year to which the pay increase will take effect.

Section 15.2.3.

The certificates set forth on Schedule A must be directly related to the employee's current position as determined by Human Resources to be eligible for payment. Proof of a current certificate must be submitted to Human Resources by October 1st to receive the full amount for the school year. If the certificate is received after the beginning of the school year, the amount will be prorated from the date the certificate is received in Human Resources.

1 **Section 15.3.**

2 When an employee is reassigned within a job classification, there shall be no reduction in the
3 employee's wage rate.

4
5 **Section 15.4.**

6 Any employee required to travel from one site to another in a private vehicle during working hours
7 shall be reimbursed for such travel on a per-mile basis in accordance with Section 12.2.

8
9 **Section 15.5.**

10 Any employee required to remain overnight on District business shall be reimbursed for room and
11 board expenditures in accordance with Section 12.2.

12
13 **Section 15.6.**

14 Employees shall be paid over twelve (12) months.

15
16
17
18 **ARTICLE XVI**

19
20 **TERM AND SEPARABILITY OF PROVISIONS**

21
22 **Section 16.1.**

23 The term of this Agreement shall be September 1, 2014 to August 31, 2017.

24
25 **Section 16.2.**

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

28
29 **Section 16.3.**

30 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
31 parties in writing.

32
33 **Section 16.4.**

34 If any provision of this Agreement or the application of any such provision is held invalid, the
35 remainder of this Agreement shall not be affected thereby.

36
37 **Section 16.5.**

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

40
41 **Section 16.6.**

42 In the event either of the two (2) previous sections is determined to apply to any provision of this
43 Agreement, such provision shall be renegotiated pursuant to Section 16.3.

44
45 **Section 16.7.**

46 In the event of funding reductions owing to double levy failure, hours, wages, and working conditions
47 contained in this Agreement will immediately be subject to negotiations at the request of either party.

1 **Section 16.8.**

2 The District will provide permissive fringe benefits only for employees who work at least fifteen (15)
3 hours per week and at least three (3) days per week.

4
5 **Section 16.9.**

6 There could be up to five (5) days per year that Food Service employees would not work if school
7 lunches were not served at a school site and therefore a given employee's services were not necessary.
8 An additional three (3) days under these circumstances would be at the employee's option to work as
9 directed by the employee's supervisor or to take as non-work days.

10
11 **Section 16.10.**

12 In applying wage increases on the salary schedule, there will be no distinction made between BEA and
13 non-BEA positions.

14
15 **Section 16.11.**

16 The responsibility of payment of any costs related to security checks, background investigations,
17 production of records, fingerprinting, medical examinations, inoculations, immunizations, and related
18 matters required as a condition of continuing employment with the District shall be negotiated with the
19 Union.

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23 **ARTICLE XVII**
24
25 **SMOKING PROHIBITION**

26
27 **Section 17.1.**

28 Employees will be prohibited from smoking in District buildings, on District premises and in District
29 vehicles.

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF NORTH MASON

NORTH MASON SCHOOL DISTRICT
#403

BY: _____
Sandra Ruthruff, Chapter President

BY: _____
Dana Rosenbach, Superintendent

DATE: _____

DATE: _____

Schedule A
North Mason School District #403
September 1, 2014 – August 31, 2016

	Step 1	Step 2	Step 3	Step 4	Step 5
	0-5 Yrs	6-9 Yrs	10-14 Yrs	15-19 Yrs	20+ Yrs
SECRETARIAL - CLERICAL					
Office Coordinator	\$15.82	\$16.74	\$18.01	\$18.39	\$18.70
High School Registrar	\$15.64	\$16.12	\$16.52	\$16.93	\$17.60
Secretary I	\$15.13	\$15.61	\$16.01	\$16.41	\$16.74
Clerk-Typist	\$13.79	\$14.28	\$14.65	\$15.03	\$15.36
CUSTODIAL-MAINTENANCE					
Maintenance	\$20.50	\$20.97	\$21.38	\$21.75	\$22.11
Maintenance/Grounds, Maintenance Support	\$16.95	\$18.64	\$19.07	\$19.52	\$19.89
Custodial Lead	\$16.33	\$16.71	\$17.07	\$17.38	\$17.70
Custodian	\$15.33	\$15.71	\$16.07	\$16.38	\$16.70
NUTRITIONAL SERVICES					
Central Kitchen Head Cook, Head Baker	\$14.39	\$15.94	\$16.33	\$16.72	\$17.06
Head Cook/Baker/ Cook/Cashier/Delivery	\$13.89	\$15.44	\$15.83	\$16.22	\$16.56
Food Service Helper	\$11.89	\$12.32	\$12.68	\$13.03	\$13.32
PARAEDUCATOR	\$14.72	\$15.20	\$15.59	\$15.98	\$16.32
LIBRARY					
Library Coordinator	\$14.72	\$15.20	\$15.59	\$15.98	\$16.32
PARAEDUCATOR-ELL INTERPRETOR	\$15.00	\$15.49	\$15.88	\$16.28	\$16.61
COTA/CERTIFIED SLP AIDE	\$17.56	\$18.40	\$18.82	\$19.27	\$19.64
ACTIVITY ASSISTANT	\$12.79	\$13.22	\$13.58	\$13.95	\$14.26
INTERPRETER - DEAF	\$17.56	\$18.43	\$18.90	\$19.44	\$19.88
COMPLIANCE SPECIALIST	\$17.18	\$17.77	\$18.19	\$18.62	\$18.98
TECHNOLOGY SERVICES					
Technology Specialist	\$20.22	\$21.03	\$21.63	\$22.69	\$23.78
Terchnician	\$15.71	\$16.82	\$17.19	\$17.51	\$17.84
New Position					

CERTIFICATES

Certificates must be directly related to the employee's current position as determined by Human Resources. Proof of current certificate must be submitted each year to Human Resources by October 1, to receive the full stipend for that school year. If the certificate is received after the beginning of the school year the stipend will be prorated from the date the certificate is received in Human Resources. Certificates must be issued by the following organizations.

Issued by NAEOP/WAEOP:

\$125 PSP
\$125 CEOE

School Nutrition Association Certificate Program:

\$125 Level 1
\$250 Level 2
\$375 Level 3

EXHIBIT 1

PUBLIC SCHOOL EMPLOYEES OF NORTH MASON
EXTENDED LEAVE OF ABSENCE REQUEST

Employee Name: _____ Home Phone: _____

Position: _____ Building: _____

Requested Leave - from: _____ to: _____

Reason leave is requested: _____

Per the Collective Bargaining Agreement between North Mason School District and Public School Employees of North Mason School District, Section 8.6.1 an employee may be granted an extended leave of absence for a period not to exceed one (1) year. A regular employee will not be granted a leave of absence to fill another position in the District or to accept employment outside of the District.

If the leave is granted for a full school year the employee must give notice to the District of their intent to return for the following school year no later than May 1st. If leave is granted for a period of time other than a school year (i.e. November through October) the employee must give the District a thirty (30) day notice of their intent to return. If timely notice is not timely given, the employee shall be deemed to have relinquished reemployment rights.

Approval of Immediate Supervisor: _____

Approval of Superintendent: _____

On Personnel Report to the Board: _____

1 MEMORANDUM OF UNDERSTANDING

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH
4 THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF
5 WASHINGTON/SEIU LOCAL 1948, NORTH MASON PSE AND THE NORTH MASON
6 SCHOOL DISTRICT #403. THIS AGREEMENT IS ENTERED INTO PURSUANT TO
7 ARTICLE XVI, SECTION 16.3 OF THE CURRENT COLLECTIVE BARGAINING
8 AGREEMENT.
9

- 10
11
12 1. Should the district process payroll for employee(s) previously employed by a non-profit
13 organization operating in Mason County after May 1, 2014 and if the District continues to
14 employ said employee(s) after September 1, 2015, these employee(s) shall be included in the
15 PSE bargaining unit and be subject to all rights under the collective bargaining agreement;
16 provided, however that hourly wage rates shall be subject to negotiations
17

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20 This Memorandum of Understanding shall be effective September 1, 2014, shall remain in effect until
21 August 31, 2017, and shall be attached to the current Collective Bargaining Agreement.
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26 PUBLIC SCHOOL EMPLOYEES
27 OF WASHINGTON/SEIU Local 1948

28
29 NORTH MASON CHAPTER

NORTH MASON SCHOOL DISTRICT #403

30
31
32 BY: _____
33 Sandra Ruthruff, Chapter President

BY: _____
Dana Rosenbach, Superintendent

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35
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37
38 DATE: _____

DATE: _____



1 **MEMORANDUM OF UNDERSTANDING**

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH
4 THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF
5 WASHINGTON/SEIU LOCAL 1948, NORTH MASON PSE AND THE NORTH MASON
6 SCHOOL DISTRICT #403. THIS AGREEMENT IS ENTERED INTO PURSUANT TO
7 ARTICLE XVI, SECTION 16.3 OF THE CURRENT COLLECTIVE BARGAINING
8 AGREEMENT.
9

10
11 1. Schedule A for the 2014-2015 school/fiscal year pertaining to negotiated upgrades shall be
12 implemented as follows:

13
14 a. The District shall staff a Lead Custodian at each school building (Belfair Elementary, Sand
15 Hill Elementary, Hawkins Middle School and North Mason High School). For purposes of
16 implementation, on or about September 1, 2014 the senior custodian in each school
17 building shall be upgraded to Lead Custodian, which will work the shift currently staffed by
18 the day custodian. Currently the senior custodian in each school building is the day
19 custodian and therefore, no transfers will be needed.

20
21 b. Library Technicians shall be upgraded to Library Coordinator.

22
23 c. The Head Cook and Lead Baker/Cook positions assigned to the central kitchen shall be
24 upgraded to Central Kitchen Head Cook and Central Kitchen Head Baker respectively.
25
26
27

28 This Memorandum of Understanding shall be effective September 1, 2014, shall remain in effect until
29 August 31, 2017, and shall be attached to the current Collective Bargaining Agreement.
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34 PUBLIC SCHOOL EMPLOYEES
35 OF WASHINGTON/SEIU Local 1948

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37 NORTH MASON CHAPTER

NORTH MASON SCHOOL DISTRICT #403

38
39
40 BY: _____
41 Sandra Ruthruff, Chapter President

BY: _____
Dana Rosenbach, Superintendent

42
43
44
45
46 DATE: _____

DATE: _____



LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, NORTH MASON PSE AND THE NORTH MASON SCHOOL DISTRICT #403. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI, SECTION 16.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

1. The District will provide an optional additional workday for all non-260 day PSE employees paid at per diem, submitted on a time sheet. The specific date(s) of this additional workday will be at the discretion of the principal/supervisor based on building/program/district need. Every effort will be made in the scheduling of this date(s) to ensure everyone has the opportunity to take advantage of this additional optional workday.
2. The District and the Union shall meet to conduct a wage comparison study of the local K-12 labor market on or about January 2, 2016 with the goal of finalization prior to March 1, 2016. Both pay and benefits shall be part of the analysis.
3. At the option of the Union, on or about March 1, 2016, Schedule A shall be reopened to negotiate wages for the 2016-2017 school/fiscal year.

This Letter of Agreement shall be effective September 1, 2014, shall remain in effect until August 31, 2017, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

NORTH MASON CHAPTER

NORTH MASON SCHOOL DISTRICT #403

BY: _____
Sandra Ruthruff, Chapter President

BY: _____
Dana Rosenbach, Superintendent

DATE: _____

DATE: _____

