

COLLECTIVE BARGAINING AGREEMENT BETWEEN

ROYAL SCHOOL DISTRICT #160

AND

PUBLIC SCHOOL EMPLOYEES OF ROYAL

SEPTEMBER 1, 2012 - AUGUST 31, 2016



Public School Employees of Washington/SEIU Local 1948

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DECLARATION OF PRINCIPLES

It is the intent and purpose of the parties thereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

PREAMBLE

This Agreement is made and entered into between Royal School District Number 160 (hereinafter “District”) and Public School Employees of Royal School District, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter “Association”).

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all classified employees as described in Section 1.4 of this Agreement (hereinafter “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 shall provide the Association with complete job descriptions for all employees subject to this Agreement by November 1 of each school year. Salaries for newly created jobs shall be negotiated.

Section 1.4.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Maintenance/Grounds, Bus Mechanic, Transportation, Custodial, Food Services, Paraeducators (including Specialized Paraeducators), Sign Language Interpreters, and Computer Technology Assistants.

Section 1.5.

Substitute/temporary employees are defined as those employees employed for less than thirty (30) total days within a school year. Substitute/temporary employees are not members of the bargaining unit and

1 shall not be entitled to any rights or benefits contained in the agreement, other than the wage rates
2 contained in Schedule A.

3
4 Regular part-time employees are defined as those temporary employees employed for a specific period
5 of time which is more than thirty (30) cumulative days within a school year. These employees are
6 members of the bargaining unit and shall be entitled to the rights and benefits contained in this
7 agreement. (WAC 391-35-350)
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10

11 **ARTICLE II**

12 **RIGHTS OF EMPLOYER**

13 **Section 2.1.**

14
15 It is agreed that the customary and usual rights, powers, functions, and authority of management are
16 vested in management officials of the District. Included in these rights in accordance with and subject
17 to applicable laws, regulations, and provisions of this Agreement, is the right to direct the workforce,
18 the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend,
19 discharge, demote, or take other disciplinary action against employees; and the right to release
20 employees from duties because of lack of work or for other legitimate reasons. The District shall retain
21 the right to maintain efficiency of the District operation by determining the methods, the means and the
22 personnel by which operations undertaken by the employees in the unit are to be conducted. This
23 includes the establishment of bus routes and the assigning of drivers to these routes, at the beginning of
24 the year.
25
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 Association and the employees and to the obligations imposed by this Agreement.
32
33
34

35 **ARTICLE III**

36 **RIGHTS OF EMPLOYEES**

37 **Section 3.1.**

38 It is agreed that all employees subject to this Agreement shall have the right to freely join and support
39 the Association; provided, however, that such rights shall not be extended to include strikes, sit-ins,
40 sick-outs, and slow-downs. The freedom of such employees to assist the Association shall be
41 recognized as extending to participation in the management of the Association, including presentation
42 of the views of the Association to the Board of Directors of the District or any other governmental
43 body, group, or individual. The District shall take whatever action required or refrain from such action
44 in order to assure employees that no interference, restraint, coercion, or discrimination is allowed
45 within the District to encourage or discourage membership in any employee organization.
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1 **Section 3.2.**

2 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
3 Association representatives and/or appropriate officials of the District.
4

5 **Section 3.3.**

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

10 **Section 3.4.**

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

16 **Section 3.5.**

17 There shall be only one (1) official personnel file for each employee. Said file shall be kept in the
18 district administration office. Each employee shall have the right, upon request, and after making an
19 appointment for that purpose with the personnel administrator, to review the contents of his/her official
20 personnel file. The review shall be made in the presence of the administrator responsible for
21 safekeeping of these files. During the review employees shall be allowed to copy any material therein
22 and shall be permitted to make a written inventory of material there, and, on request, have such
23 inventory signed and dated by a representative of the administration.
24

25 Each employee shall be provided a copy of all material placed in his or her personnel file within five
26 (5) days of its insertion. Upon request by employee, all derogatory material contained in the file may
27 be removed after three (3) years, unless there is a repeat of the issue or incident, or that which is
28 required by law. An employee may attach comments to any material that is a part of the personnel file.
29

30 **Section 3.5.1. Medical File.**

31 In order to comply with the Americans with Disabilities Act (ADA) and HIPPA 1996, the
32 District shall maintain a medical information file for each District employee separate from the
33 personnel file.
34

35 **Section 3.5.2. Working File.**

36 This Section does not preclude the supervisor maintaining a working file on the employee for the
37 current school year only. Working files shall be deleted at the end of each school year. In addition,
38 the Transportation Supervisor may maintain a file on each bus driver which contains verification
39 of First Aid training, the driver's Washington State Driving abstract, the results of the latest DOT
40 physical and a listing of the hours of in-service and the subjects covered.
41

42 **Section 3.6 Evaluations.**

43 Each employee shall be assigned a supervisor of record for the purpose of evaluation and the grievance
44 procedure. All employees shall be evaluated yearly by their assigned supervisor. Evaluations shall be
45 completed and discussed with the employee before the last workday of the employee's work year.
46

47 Evaluations will be based upon direct observation by the employee's immediate supervisor. The
48 employee and his/her supervisor shall meet to discuss the evaluation. The employee shall sign the school

1 district's copy of the evaluation report to indicate that he/she has received a copy of the report. The
2 signature of the employee does not, however, necessarily imply that the employee agrees with the contents
3 of the evaluation report. The employee shall have the right to attach any comments to the evaluation
4 report.
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8 ARTICLE IV

9 RIGHTS OF THE ASSOCIATION

10 **Section 4.1.**

11 The Association has the right and responsibility to represent the interests of all employees in the unit,
12 to present its views to the District on matters of concern, either orally or in writing, to enter collective
13 negotiations with the object of reaching an agreement applicable to all employees within the
14 bargaining unit. The Association shall be consulted with respect to the formulation, development, and
15 implementation of industrial relations matters and practices which are within the authority of the
16 District.
17
18

19 **Section 4.2.**

20 The Association shall promptly be notified by the District of any grievances or disciplinary actions of
21 any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure
22 Articles contained herein. The Association is entitled to have an observer at hearings conducted by any
23 District official or body arising out of grievance and to make known the Association's views
24 concerning the case provided such representation and expenses are borne by the Association.
25
26

27 **Section 4.3.**

28 The District, as part of the general orientation of each new employee within the unit subject to this
29 Agreement, shall provide such employee with a current copy of this Agreement to be furnished by
30 District from the Association.
31

32 **Section 4.4.**

33 The Association reserves and retains the right to delegate any right or duty contained herein to
34 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State
35 Organization.
36

37 **Section 4.5.**

38 Twice annually, on timely request by the Association, the District shall provide the Association with
39 the following information regarding each employee in the Bargaining Unit: name, current address and
40 telephone number, position, hire date, hourly rate of pay, hours per day, hours worked per year and
41 annual pay. The information will be in a format that can be electronically transmitted to the Spokane
42 Regional Office. By November 1st of each year, the district shall give the Association a current
43 seniority list.
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1 **Section 4.6.**

2 Representatives of the Association, upon making their presence known to the District, shall have
3 access to the District premises during business hours, provided that no conferences or meetings
4 between employees and Association representatives will in any way hamper or obstruct the normal
5 flow of work.
6

7 **Section 4.7. Bulletin Boards.**

8 The District shall provide a bulletin board space at each work site for the use of the Association. The
9 Association shall have the right to post notices of activities and matters of Association concern on these
10 bulletin boards. The bulletins posted by the Association are the responsibility of the officials of the
11 Association.
12

13 **Section 4.8.**

14 The Association shall have the privilege to use school facilities and equipment, including computers,
15 printers, typewriters, copy machines, calculating machines, and all types of audio-visual equipment at
16 reasonable times when such equipment is not otherwise in use. The Association and its affiliates may
17 use intra-district mail and email service for communications to bargaining unit members according to
18 District procedures and guidelines. The Association and its affiliates may use District buildings for
19 meetings and transact official business on school property at all times when custodians are normally on
20 duty and before and after school hours. The building principal shall be notified of such meetings one
21 day in advance.
22
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24

25 **ARTICLE V**

26 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

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28
29 **Section 5.1.**

30 It is agreed and understood that matters appropriate for consultation and negotiation between the
31 District and the Association are those relating to hours, wages, general working conditions, and
32 grievance procedures of employees in the bargaining unit subject to this Agreement. Classified shall be
33 afforded an equal opportunity with other groups of employees and administrators for input in selecting
34 the school calendar.
35

36 **Section 5.2.**

37 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
38 the other party to advise, discuss or consult regarding matters concerning working conditions not
39 covered by this Agreement.
40

41 **Section 5.3.**

42 When an employee is asked by their supervisor to work beyond their established working hours,
43 overtime will be paid as defined in Article VII, Section 7.9.1. The District will try to minimize such
44 situations by exploring options such as hiring additional employees, redistributing the workload, hiring
45 subs, or exploring other possible options.
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ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.

The Association President and/or Association officials shall meet with the Superintendent at a time mutually agreeable to both parties for discussion of employee concerns.

Section 6.1.1.

When formal meetings are held between representatives of the Association and representatives of the District pursuant to Section 6.1, formal minutes shall be prepared and approved by both parties.

Section 6.1.2.

Association representatives, when leaving their work, shall first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be granted. The employees will report to their supervisors upon returning to work. If an Association official's presence is requested, the requesting administrator shall notify the employee's supervisor.

Section 6.1.3.

Time during working hours will be allowed Association representatives for attendance at meetings with the District. Time will also be allowed for representatives to discuss with the employees grievances and appropriate matters directly related to work situations in their area or craft. Association representatives will guard against the use of excess time in the handling of such matters.

In addition, the President of the Association (or Co-Presidents) and designated representatives will be provided time off without loss of pay to a maximum of five (5) days per year to be shared among the representatives, to conduct Association business. Notification of the leave shall be submitted by the Association in writing to the Superintendent two (2) days, whenever possible, before the leave is to take effect. The supervisor shall be responsible for securing a substitute where necessary and the cost of the substitute shall be borne by the Association.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1.

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive 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.

Section 7.1.1.

Custodial, Grounds, Maintenance, or other employees may request to work four (4)

1 ten-hour day shifts per week during the summer. Approval may be given by the supervisor, at
2 the District's discretion. The decision to work the four (4) ten-hour work shift must be by
3 mutual consent of both parties.
4

5 **Section 7.2.**

6 Each employee shall be assigned to a definite and regular shift and workweek. Employees shall not
7 have their shift changed without prior notice to the employee of three (3) calendar weeks, unless the
8 change is mutually agreeable between supervisor and employee during an emergency situation. The
9 employee would return to the regular shift at the conclusion of the emergency. Normal work shifts are
10 determined by the District at the beginning of the school year. Except in an emergency, employees
11 shall not change their normal working hours without prior written approval by the supervisor.
12

13 **Section 7.2.1. "Off-the-Clock" Work.**

14 It is the intent of the parties that "free-time" or "off-the-clock" work will not be permitted. This
15 provision shall be strictly enforced and any employee found by the employer or the union to be
16 engaging in unauthorized practices shall be subject to disciplinary action.
17

18 **Section 7.2.2.**

19 Compensatory time in lieu of overtime may be authorized under the following conditions:

- 20 A. Compensatory time shall be calculated in the same manner as overtime.
- 21 B. No employee shall be compelled to take compensatory time in lieu of overtime pay.
- 22 C. Compensatory time may be accumulated to a maximum of sixteen (16) hours which
23 may be extended by mutual agreement between the Association and the District.
- 24 D. The use of compensatory time shall be in strict compliance with the Fair Labor
25 Standards Act.
- 26 E. Any compensatory time must be approved by the immediate supervisor.
- 27 F. Whenever possible, employees shall use compensatory time within the next two (2)
28 week period after it is earned.

29
30 **Section 7.2.3.**

31 Employees shall not volunteer work for which they are normally paid by the District, in
32 accordance RCW 49 and FLSA 203(e)(4)(A)(ii.)
33

34 **Section 7.3.**

35 The normal work shift shall consist of six (6) to eight (8) hours, excluding a one-half (½) hour
36 uninterrupted lunch period as near the middle of the shift as is practicable and including a fifteen (15)
37 minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall
38 occur as near the middle of each half shift as is practicable.
39

40 **Section 7.4.**

41 In the event an employee is assigned to a shift less than the normal work shift previously defined in
42 this Article, the employee shall be given a fifteen (15) minute second half rest period for each three
43 and one-half (3½) consecutive hours or more of work.
44

45 **Section 7.5.**

46 Employees required to work through their regular lunch periods will be given time to eat at a time
47 agreed upon by the employee and supervisor. In the event the District requires an employee to forego a
48 lunch period and the employee works the entire shift, including the lunch period, the employee shall be

1 compensated for the foregone lunch period at the regular rates, unless the additional time placed said
2 employee into overtime, then in such incidents said employee will receive that additional time at the
3 overtime rate.

4
5 **Section 7.6.**

6 Employees requested to work a shift regularly filled by an employee in a higher classification shall
7 receive the pay in the higher classification that would provide them an increase in earnings. Employees
8 shall suffer no loss of earnings by filling in for other classifications.

9
10 **Section 7.7.**

11 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
12 District will make every effort to notify each employee to refrain from coming to work. Employees
13 reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a
14 closure. However, no employee shall be entitled to any such compensation in the event of actual
15 notification by the District of the closure prior to leaving home for work. If school is closed due to
16 inclement weather, the classifications of Mechanic, Maintenance, Custodial and Grounds must report
17 to work. If however, an employee feels they cannot report to work, the time will be charged to personal
18 leave, vacation or it will be a day without pay. Lost time may be made up with the approval of the
19 supervisor.

20
21 **Section 7.7.1. Inclement Weather/Emergencies.**

22 In the event that school closes early due to inclement weather or other circumstances the
23 District will determine whether to allow the employees to leave early. The employee may use
24 leave without pay, personal leave, vacation leave (if available), sick leave (if appropriate and
25 available) or other available leave if the District declares an emergency and closes the schools
26 and/or other worksites.

27
28 **Section 7.8. Transportation.**

29
30 **Section 7.8.1.**

31 Recognizing that personnel in the transportation classification present special shift problems,
32 the parties agree that route-time will be determined by the bus supervisor at least once as near
33 to the beginning of the school year as is possible. The driver and supervisor must sign the
34 established route-time form. If the driver or supervisor feels that a driver is averaging fifteen
35 (15) minutes less or more per day for a 2-week period, a new time in route will be established.
36 Drivers will continue their last year routes until the new school year routes have been
37 established.

38
39 Once the routes are established, a meeting will be held so that drivers may sign up by seniority,
40 for the route they would prefer. If the drivers have the same seniority, they will draw lots.

41
42 Additional routes shall be bid separately, by seniority, from regular AM/PM school routes. This
43 includes, but is not limited to: activity routes, midday, pre-school, kindergarten, special
44 education, shuttles, etc.

45
46 Any major changes in routes will automatically cause a new time in route to be established
47 immediately. The parties agree that the drivers will be paid for their established time in route
48 plus fifty (50) minutes per day for pre-trip inspection, post-trip inspection, route planning,

1 report writing, personal contact time and communication time related to bus routes, students,
2 administrators, and parents; and cleaning time for vehicle interior/exterior.

3
4 Drivers will be allowed an additional one (1) hour twice monthly for the purpose of doing a
5 thorough exterior cleaning of their bus during the periods of September through November and
6 January through May, and one (1) additional hour in the months of December and June. Drivers
7 must record the time on their timesheet when the task is completed.

8
9 All regular drivers (not subs) will receive insurance benefits in Article XII.

10
11 Vehicles carrying under twenty-five (25) passengers and Kindergarten runs will be paid for
12 their established time in route plus thirty (30) minutes per day. Drivers on runs regularly
13 carrying over twenty-five (25) children will be paid a minimum of four and one-half (4½) hours
14 a day. The minimum shall not apply to any driver who works more than one classification
15 (example: driver in morning and afternoon plus lunch server midday), and whose combined
16 time in the two classifications is greater than four and one-half (4½) hours

17
18 The District may allow the most difficult routes to have a bus monitor.

19
20 **Section 7.8.1.1.**

21 At the beginning of each school year drivers shall be allowed two (2) hours to prepare
22 the buses for use.

23
24 **Section 7.8.1.2.**

25 All extracurricular runs shall be compensated at the extracurricular rate plus thirty (30)
26 minutes a day for pre-trip and post-trip inspection, route planning, report writing,
27 personal contact time and communication time related to bus routes, students,
28 administrators, and parents, cleaning time for vehicle interior/exterior.

29
30 The extracurricular rate shall be applied to standby times and meeting times (meeting
31 times shall include: staff, safety, in-service, drug testing and planning meetings).

32
33 Drivers who are required to drive an extra trip in lieu of their regular assigned route
34 shall not receive less than their regular trip pay.

35
36 Entry passes to an event will be provided by the District to all bus drivers transporting
37 students to an out of town event. In the event entry passes are not available, the driver
38 will be reimbursed for entry fees.

39
40 It is agreed that buses can be cleaned, inspected and refueled while the driver is on
41 standby time.

42
43 **Section 7.8.1.2.1.**

44 Meals and individual lodging will be paid by the District for drivers on extra
45 trips which last more than one day. On layover days, a driver will be
46 compensated for eight (8) hours.

1 **Section 7.8.1.3.**

2 In the event bus drivers are asked to store their buses on the route and maintain a station
3 to plug in for heating motors, and the storage of buses they will be compensated for the
4 time spent returning to their home in the morning and returning to the bus garage in the
5 evening. Time will be compensated in fifteen (15) minute increments. Time will be
6 designated depending on weather. The District will determine which buses will be
7 stored on route at the beginning of the academic year.

8
9 **Section 7.8.1.4.**

10 Extra trips shall be posted as soon as possible except that in no case shall they be posted
11 earlier than two (2) weeks prior to the trip being offered.

12
13 The bus supervisor will give first consideration to regular drivers (not substitutes) in
14 assigning such extra trips. Extracurricular runs will be granted on a rotating basis. All
15 regular full-time operators will be listed by seniority and by continual rotation, be given
16 equal opportunity to take out of town runs.

17
18 Overtime will not be a factor in denying a run. If all full-time operators turn down a run,
19 it will then be offered to the regular sub operators. If none of the regular sub operators
20 wish to take the run, it will then be offered to sub operators working in other
21 departments within the District. If everyone turns down a run, it will then be assigned to
22 a regular full-time operator starting with the least senior.

23
24 **Section 7.8.1.5.**

25 Except in extraordinary circumstances, substitution for extended day, kindergarten,
26 activity, preschool, or any other regularly scheduled runs will be made by regular
27 drivers (not substitutes) who are available during that time period.

28
29 **Section 7.8.2. Extracurricular Runs.**

30 The following guidelines are used to fairly assign extracurricular runs in an efficient manner. If
31 unforeseen, unusual, short-term situations arise, the transportation supervisor will resolve the matter in
32 the most efficient means for the District.

- 33
- 34 1. Trip bidding will be on Wednesday of each week, after the morning bus run.
 - 35
 - 36 2. Extra trips will be bid according to seniority, one trip at a time per driver before beginning
37 another rotation. When it is a driver's turn to bid, they will select one trip for the following
38 week. If there are unassigned trips after going through a full rotation, the rotation will start at
39 the top again so that drivers may take an additional trip for the following week. A driver may
40 decline to take a trip for the bid week without consequence.
 - 41
 - 42 3. The rotation will begin anew with the most senior driver at the beginning of each posting
43 period.
 - 44
 - 45 4. Drivers who are on official school business during the weekly bid, may bid by proxy by leaving
46 their trip choice, in writing, with the transportation supervisor.
 - 47
 - 48

- 1 5. Drivers who back out of an assigned trip will not be allowed to bid the following bid day,
2 unless there are enough trips to do a second round of bidding then this person will be allowed
3 to bid during the second round.
4
- 5 6. If a trip is added after the weekly bid, within the current bid week, it will be offered to the next
6 person in the weekly rotation. After a run has been bid and is subsequently canceled, and is
7 rescheduled for another day during the bid week, the driver that was awarded the trip shall
8 retain the trip if possible. When not possible, the trip will go back into the weekly rotation.
9
- 10 7. Drivers who do not write in the number of the bus they will be taking by the end of the third
11 day cannot take the bus from another driver. Drivers also need to tag the keys of the bus they
12 are taking the morning they are going to use a bus. Buses are to be selected and assigned by
13 size and the needs of the District.
14
- 15 8. If no regular drivers sign up, then regular subs will be called. If regular subs are not available,
16 those holding CDL licenses from other departments may take the run. If drivers are not
17 available when given short notice or in emergency situations, the supervisor will do what is
18 necessary to meet the needs of the District.
19
- 20 9. Runs such as Camp Casey, Ski Runs, Senior Trip, or those determined by the District are open
21 to drivers who have been driving a bus route for a minimum of two (2) years.
22
- 23 10. Coaches will record the time and sign off when a bus departs Royal and arrives at its
24 destination. Coaches will record the time and sign off when leaving from the away point and
25 when arriving at Royal. This will be done on trip tickets.
26
- 27 11. Drivers will stay with their buses or the team so they can be easily found by Coaches and/or
28 chaperones.
29

30 **Section 7.8.3.**

31 Since buses are assigned to routes by size, they are to be driven on their regular assigned
32 routes. A sub-bus will not be used on a regular run unless the assigned bus is out of service or
33 out of town.
34

35 **Section 7.8.4.**

36 The District shall reimburse school bus drivers for the extra cost of renewing their CDL license,
37 and for the cost of the required D.O.T. physical not covered by the employee's medical
38 insurance.
39

40 **Section 7.9. Overtime.**

41 In the assignment of overtime, the District agrees to provide the employee with advance notice.
42 Normally, employees designated to work overtime on days outside their regular workweek will be
43 advised on the possibility no later than twenty-four (24) hours prior to the end of the last shift before
44 the overtime commences, except in cases of an emergency.
45

46 **Section 7.9.1.**

47 All hours worked in excess of forty (40) hours in any one (1) workweek shall be compensated
48 at the rate of one and one-half (1½) times the employee's regular hourly rate.

1 **Section 7.10.**

2 With the permission of the District, all classified personnel may be allowed to work or attend in-
3 service training on teacher in-service days. Employees who attend in-service training or make-up time
4 lost to late starts or early releases, or work on an in-service day, will be compensated their respective
5 regular day's pay. If the District requires attendance at an in-service in excess of their regular hours,
6 the employee will be compensated according to Schedule A and/or Article VII, Section 7.9.1. Upon
7 request of the District, time in and time out must be documented. Unscheduled late start or early
8 release will be made up on in-service days.

9
10 **Section 7.11**

11 Late-starts during the school year will not have an adverse impact on classified employees in the
12 bargaining unit.

13
14 **Section 7.12.**

15 Bus drivers who don't have a conflicting regular assignment in another classification have the right to
16 give up regular route time to drive extracurricular trips. Employees will not be allowed to sign up for
17 extra work which would conflict with any other regular job position(s) they hold in the district, except
18 in special situations with supervisory approval.

19
20 **Section 7.13.**

21 Employees shall be allowed to leave, after student dismissal, on the student early release day before
22 Thanksgiving. Employees shall be allowed to make-up this time within three (3) pay periods, or take a
23 pay deduct. The employee's supervisor must pre-approve the make-up time.

24
25 **Section 7.14.**

26 The District agrees that before assigning a non-PSE member classified employee to accompany
27 students for supervision purposes on a District sponsored field trip, it shall first make a reasonable
28 determination that no PSE "specialized paraeducators" or "paraeducators" are "available" and
29 "qualified" to perform such duties. As used herein, "available" means the District has reasonably
30 determined that (1) providing a substitute to perform the bargaining unit member's regularly scheduled
31 work assignments while on the trip is not necessary and (2) the bargaining unit member has, by prior
32 experience or training, the skills necessary to perform the supervision duties required.

33
34 In making its determination, the District must review the most current available information regarding
35 eligible bargaining unit members and their schedules. If bargaining unit members are "available" and
36 "qualified", the most senior of such employee (s) in descending order shall first be offered the
37 opportunity. If no bargaining unit members are qualified and available, or accept the offer, the District
38 may use other classified personnel for the work in question. Nothing in this Agreement shall be
39 construed to prohibit the District from using non-employee volunteers or certificated personnel to
40 supervise students on field trips. The District shall also meet and confer with PSE if questions arise
41 regarding the assignment of non-PSE classified personnel to field trips.

42
43 **Section 7.15. Substituting for Certificated.**

44 If the District requests a classified employee, who holds an emergency substitute certificate, to fill the
45 position of a certified employee, the classified employee shall receive no less than substitute teacher
46 wage.

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ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

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

- | | |
|--------------------------|-----------------------------------|
| 1. New Year's Eve Day | 7. Veterans Day |
| 2. New Year's Day | 8. Thanksgiving Day |
| 3. Washington's Birthday | 9. Day after Thanksgiving Day |
| 4. Memorial Day | 10. Day before Christmas Day |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | 12. Martin Luther King's Birthday |

Section 8.1.1. Worked Holidays.

Employees who are required to work on the above described holidays shall receive twice the hourly rate for all hours worked on such holidays.

Section 8.1.2. Holidays during Vacation.

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday.

Section 8.2. Vacation.

Upon completion of the first year of employment with the School District each full-time annual employee shall be granted ten (10) days paid vacation per year. Upon completion of the fifth (5th) year of employment, each full-time employee shall be granted fifteen (15) days paid vacation per year. Upon completion of the tenth (10th) year of employment, each full-time employee shall be granted twenty (20) days paid vacation per year. It is mutually agreed that vacations shall be scheduled at the request of the employee unless such vacation time would disrupt the normal activities of the School District. Employees shall be allowed to take their full amount of accrued vacation, to a maximum of twenty (20) workdays, in one block without interruption.

Section 8.2.1.

Any vacation credit currently due but unused by the new accrual date each year may be carried over for one (1) year following the accrual date with the approval of the immediate supervisor and the administration. No vacation may be carried over for more than one (1) year beyond the date on which it became due. However, no employee shall be denied accrued vacation benefits due to District employment needs.

Section 8.2.2.

Any employee who is discharged or who terminates employment shall receive payment for unused, accrued vacation credit with their final paycheck.

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ARTICLE IX

LEAVES

Section 9.1. Sick Leave.

Section 9.1.1.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than the ten (10) days of sick leave per school year. An employee who works eleven (11) workdays in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated up to a maximum of one hundred eighty (180) days entitlement. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year.

In such cases that an employee leaves the District and has utilized more days than have been accrued, the District shall deduct utilized days not accrued from the employee's final check.

Sick leave benefits shall be paid on the basis of their current hourly rate applicable to the employee's normal daily work shift. However, if an employee's normal daily work shift increases or decreases subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

In the event of suspected abuse, the employee may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness, to their immediate supervisor.

Section 9.1.2. Workers Compensation.

In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

Section 9.1.3.

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

Section 9.1.4. Sick Leave Attendance Incentive Program.

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness

1 or injury for which compensation has been received shall be deducted from accrued leave for
2 illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.

3
4 At the time of separation from school employment due to retirement or death, an eligible
5 employee (or the employee's estate) shall receive remuneration at a rate equal to one (1) day's
6 current monetary compensation for each four (4) days accrued leave for illness or injury.

7
8 **Section 9.2. Leave for Family Illness.**

9 Employees shall, upon request, be granted leave with pay for up to five (5) days during a contract year
10 when such absence is occasioned by a serious illness or accident of any member of the immediate
11 household and/or relative, which requires treatment by a physician or other licensed health care
12 provider.

13
14 When absence from the workplace is occasioned by other family illness (i.e., flu, colds, etc.) which do
15 not require treatment by a physician, the leave will be deducted from the employee's current sick leave
16 balance.

17
18 Definition of "immediate household and/or relative": Spouse, child, stepchild, grandchild, grandparent,
19 parent, sibling, close relative by blood or marriage or anyone residing in the employee's household.

20
21 **Section 9.2.1. Scheduling of Leave.**

22 It is the responsibility of District employees to notify their supervisor of planned absences or
23 vacations as much ahead of time as possible to minimize the impact on co-workers. The
24 District and supervisor wish to approve leaves on the dates requested. This requires the
25 cooperation of employees and management.

26
27 In the event that two (2) or more employees request leave at the same time and the workload
28 dictates only one can be gone, the employee with the most seniority will be considered first.
29 Employees purchasing airline tickets and/or making special accommodations should have their
30 leave request pre-approved prior to making major commitments.

31
32 **Section 9.3. Personal Leave.**

33 Two (2) days per year are granted for those items when leave is desired for personal commitments but
34 does not indicate emergency stature. Such leave cannot be used to extend Thanksgiving, Christmas,
35 and spring breaks, if such leave would disrupt the normal activities of the School District. If the
36 workload dictates that only one (1) person from a particular work area can take leave, seniority shall
37 prevail. This leave must be normally submitted no less than five (5) workdays in advance. Leave
38 requests not made two (2) workdays in advance may be denied. Requests for personal leave shall be
39 approved or disapproved within five (5) days of submission. Annual leave may be accumulated up to a
40 total of five (5) days. However employees shall not be allowed to take more than three (3) consecutive
41 leave days at any one time. An employee may choose to cash-out two (2) unused personal leave during
42 the school year at the employee's regular rate of pay or convert unused personal leave (maximum of 2
43 days) to sick leave, if the employee works less than 2080 hours per year.

44
45 **Section 9.4. Maternity Leave.**

46 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such
47 time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave
48 must return to work not later than one (1) year following the granting of the maternity leave.

1 Employees granted maternity leave may, at their option, be allowed compensation for maternity leave
2 in accordance with Section 9.1.1 above. Before returning to work, the employee must be certified by
3 her physician as ready and able to return.
4

5 **Section 9.5. Paternity Leave.**

6 A male employee, upon request, may be granted up to three (3) days leave, on or about the date of the
7 birth of his child. Such leave shall be deducted from that accumulated sick leave pursuant to Section
8 9.1.1 above.
9

10 **Section 9.6. Judicial Leave.**

11 In the event an employee is summoned to serve as juror, or appear as a witness in court, or is named as
12 a codefendant with the District, such employee shall receive a normal day's pay for each day of
13 required presence in court. In the event that an employee is a party in a court action, such employee
14 may request a leave of absence.
15

16 **Section 9.7. Leave of Absence.**

17
18 **Section 9.7.1.**

19 Upon recommendation of the immediate supervisor through administrative channels to the
20 Superintendent, and upon approval of the Board of Directors, an employee may be granted a
21 leave of absence for a period of one (1) year or less. However, if such leave is granted due to
22 extended illness, one (1) additional year may be granted.
23

24 **Section 9.7.2.**

25 The returning employee will be assigned to the position occupied before the leave of absence.
26 Employees hired to fill positions of employees on leave of absence will be hired for a specific
27 time, during which they shall be subject to all provisions of this Agreement. It shall be the
28 responsibility of the employer to inform replacement employees of these provisions.
29

30 **Section 9.7.3.**

31 The employee will retain but not accrued sick leave, vested vacation rights, and seniority rights
32 while on leave of absence, except employees on workers compensation.
33

34 **Section 9.8. Emergency Leave.**

35 Emergency leave may be granted to employees due to a problem requiring the personal attention of the
36 employee that has been suddenly precipitated, of such a nature that planning was not possible, or
37 where preplanning could not relieve the necessity for the employee's absence. Employees shall as soon
38 as practicable, notify their supervisor. Upon return to work, the employee shall submit a leave slip and
39 the superintendent, or designee, shall approve or disapprove the absence as emergency leave. Upon
40 superintendent, or designee, approval, employees may use personal leave, vacation, or take a pay
41 deduct. If the superintendent, or designee, disapproves the absence as emergency leave, the employee
42 will take a pay deduct.
43

44 **Section 9.9. Bereavement Leave.**

45 Five (5) days per occurrence with no loss of pay shall be granted for absence due to a death in the
46 employee's immediate family. Definition of "immediate household and/or relative": Spouse, child,
47 stepchild, grandchild, grandparent, parent, sibling or other close relative by blood or marriage or
48 anyone residing in the employee's household.

1 **Section 10.7.**

2 If the District determines that seniority shall not govern in job vacancies and layoff because a junior
3 employee possesses qualifications greater than a senior employee, the District shall set forth in writing
4 to the affected employee and chapter president its reasons why he/she was bypassed.
5

6 **Section 10.8.**

7 Employees who change job classification within the bargaining unit shall retain their hire dates in the
8 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire
9 date and a new classification.
10

11 **Section 10.9.**

12 The District shall publicize within the bargaining unit for five (5) workdays the availability of each
13 open positions as soon as possible after the District is appraised of each opening. A copy of each job
14 posting shall be forwarded to the President of the Association and the Association representative of the
15 classification concerned. Copies of each posting will be posted by the District, in the employee's
16 lounge areas, the bus garage and the cafeteria office. If qualifications are relatively equal, District
17 employees shall be given preference in bidding new classification positions over new hires. Qualified
18 in-house applicants shall be afforded the opportunity to interview for out-of-classification positions.
19 With Association approval, the District may post in-house and outside simultaneously.
20

21 **Section 10.10. Layoffs.**

22 **Section 10.10.1.**

23 In the event of layoff, employees so affected are to be placed on a reemployment list
24 maintained by the District according to layoff ranking. Such employees are to have priority in
25 filling an opening in the classification held immediately prior to layoff. Names shall remain on
26 the reemployment list for two (2) years.
27

28 **Section 10.10.2.**

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

32 **Section 10.10.3.**

33 An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee
34 does not comply with the requirements of Section 10.11, or if the employee does not respond to
35 the offer of reemployment within fifteen (15) days.
36

37 **Section 10.10.4.**

38 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all
39 other accrued benefits; provided, that such employee is offered a position substantially equal to
40 that held prior to layoff.
41

42 **Section 10.11. Summer School.**

43 Seniority by building first shall be the selection criteria for positions which have multiple applicants,
44 assuming all other qualifications are met. Monetary compensation for all classified Summer School
45 positions shall be based on Schedule A of the current Contract.
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48

1 **Section 10.12.**

2 No employee shall be required to recruit or notify a substitute for their position.
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5
6 **ARTICLE XI**

7
8 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**
9

10 **Section 11.1.**

11 The District shall have the right to discipline or discharge an employee for justifiable cause. If the
12 District has reason to reprimand an employee, it shall be done in a manner which will not embarrass
13 the employee before other employees or the public.
14

15 **Section 11.1.1.**

16 The parties agree that in order to be effective, disciplinary procedures should be progressive in
17 nature. The normal process shall begin with a verbal warning followed by a written warning for
18 a further incident. In severe cases the District can move directly to a written reprimand. If
19 necessary, the written reprimand may be followed by progressive suspensions of one (1) day
20 and three (3) days for continued incidences. If this progressive process fails to correct the
21 employee's behavior and it becomes necessary, the employee may be terminated. This process
22 does not prevent an employee from exercising their rights under the grievance process as
23 provided in the Agreement. In agreeing, the employer does not give up the right to issue a
24 summary discharge in the case of a serious offense warranting such action.
25

26 **Section 11.2. Notification to Non-Annual Employees.**

27 This section is intended to be applicable to those employees whose duties necessarily imply less than
28 twelve (12) months (excluding vacations) work per year.
29

30 **Section 11.2.1.**

31 Should the District decide to discharge or lay off any non-annual employee, whenever possible
32 the employee shall be so notified in writing prior to the expiration of the school year.
33

34 **Section 11.2.2.**

35 Nothing contained herein shall be construed to prevent the District from discharging an
36 employee for acts of misconduct occurring after the expiration of the school year.
37

38 **Section 11.3.**

39 Except in extraordinary cases, and as otherwise provided in this Article, the District will give
40 employees two (2) week's notice of intention to discharge or layoff.
41

42 **Section 11.4.**

43 An employee shall not be held insubordinate if he/she refuses to conduct an activity that he/she
44 believes to be unsafe or life threatening.
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ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.

The District shall pay the full amount as allocated by the Washington State Legislature per month, of the insurance premiums (Medical and Salary Protection Plans), for full-time employees (4 hours/day or more) and, as per agreement, paying the full retiree carve-out from District funds. The District will pay the above rate for twelve (12) months. An employee's unused portion will be pooled. An exception to the definition of a full-time employee is made for bus drivers in Section 7.8.

Employees hired prior to August, 2008 will be "grandfathered" into the past-practice of the District wherein an employee working four (4) or more hours will be eligible for the full amount of the insurance benefit as allocated by the Washington State Legislature.

Henceforth, employees hired for the 2008-09 school year and subsequent school years, or those employees who gain more hours during or after the 2008-09 school year, will be eligible for insurance benefits prorated to their FTE. An employee hired after August, 2008 or those employees who gain more hours must work four (4) hours or more to qualify for money from the insurance pool.

Section 12.1.1.

It is agreed that upon closing of the insurance enrollment period the District shall compare the bargaining unit insurance premium usage to the size of the insurance premium pool. This comparison shall be made again in June to insure full utilization and comparison information shall be provided to the Association.

Section 12.1.2.

In the event of a rise in the health insurance premiums that the state and/or District monies are not yet covering (in September), the District will insure that this immediate increase will be dispersed over the entire year.

Section 12.1.3.

The FTE count or both pool generation and pool distributions closed with the submission of the S-277 Report. All employees subject to this Agreement who are hired after October 15 of each year shall be entitled to the amount defined in Section 12.1 per FTE based on 1,440 hours work, and shall not participate in the insurance premium pool. Further, except for addition of new dependents, enrollments for dependents close on October 15 of each year.

Section 12.2.

The District shall provide legal liability coverage for all employees subject to this Agreement.

Section 12.3.

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

Section 12.4.

The District shall make contributions to the Washington State Unemployment Compensation Fund requisite to providing unemployment benefits for all employees subject to this Agreement.

1 **Section 12.5.**

2 In determining whether an employee subject to this Agreement is eligible for participation in the
3 Washington State Public Employees' Retirement System, the District shall report all hours
4 compensated, whether straight time, overtime, or otherwise.

5
6 **Section 12.6.**

7 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan.
8 On receipt of a written authorization by an employee, the District shall make the requisite withholding
9 adjustments and deductions from the employee's salary. This section shall include a "125" plan at the
10 employee's option.
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14 **ARTICLE XIII**

15 **STAFF DEVELOPMENT**

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17
18 **Section 13.1.**

19 For the mutual benefit of the employees and the School District, there shall be moneys made available
20 which shall be used for classified employees in the following manners.
21

22 **Section 13.1.1.**

23 Classified employees shall be allowed time off without loss of pay to attend regional, state or
24 vocational meetings when the purpose of these meetings is in the best interest of the District as
25 determined by the District administration. Employees shall be reimbursed for costs incurred.
26

27 **Section 13.1.2.**

28 Salary and reimbursement for employees subject to this Agreement, will be provided to
29 employees to attend recognized vocational courses within a radius of two hundred (200) miles.
30

31 **Section 13.1.3.**

32 Expenses and materials to establish courses of study within the confines of the District which
33 would be of mutual benefit to the employee and the District will be paid by the District.
34

35 **Section 13.1.4.**

36 District approved vocational courses from local, state, or national educational institutes
37 which would improve the potential of employees subject to this Agreement will be paid
38 by the District.
39

40 **Section 13.1.5.**

41 Each member of the bargaining unit will be eligible to receive tuition reimbursement for
42 college credit or equivalent of up to \$400/ year. This can only be cashed in one time
43 each year no later than August 17. Training opportunities shall be provided to all
44 employees on an equal opportunity basis.
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ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1.

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article. All grievances not brought to the attention of the immediate supervisor within twenty (20) workdays of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 15.2. Grievance Steps.

Section 15.2.1.

Every effort should be made to resolve grievances, or potential grievances, through free and informal communication between the grievant and their immediate supervisor or the District Office. However, if such informal discussions fail to provide an adjustment of the grievance, the grievant may be processed as follows in the next steps.

Section 15.2.2. Step 1.

The employee shall first bring the grievance to the attention of their immediate supervisor. The employee and supervisor shall then meet within two (2) days and discuss the grievance at a mutually acceptable time. The supervisor will have five (5) workdays to make a verbal response. If the employee so wishes, they may be accompanied by an Association representative at such discussion. There will be no written grievance presented to the supervisor at the meeting.

Section 15.2.3. Step 2.

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall, within ten (10) days of the supervisor response in Step I above, reduce to writing a statement of the grievance containing the following:

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

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. The parties will have five (5) workdays 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 15.2.4. Step 3.

If no settlement has been reached within the five (5) workdays referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) workdays to the District Superintendent or the Superintendent's designee. After such submission, the parties will have ten (10) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of

1 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
2 sign it.

3
4 **Section 15.2.5. Step 4.**

5 If no settlement has been reached within the ten (10) workdays referred to in the preceding
6 subsection, and the Association believes the grievance to be valid, a written statement of
7 grievance shall be submitted within fifteen (15) workdays to the District Board of Directors.
8 After such submission, the parties will have thirty (30) workdays from submission of the
9 written statement of grievance to resolve it by indicating on the statement of grievance the
10 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The
11 Board of Directors reserves the right to summon the employee for an oral statement of the
12 grievance. The employee reserves the right to appear before the Board of Directors to explain
13 the grievance. At any appearance before the Board of Directors, the employee may be
14 accompanied by an Association representative or designee.

15
16 **Section 15.2.6. Step 5.**

17 If no settlement has been reached within the thirty (30) workdays referred to in the previous
18 subsection, and the Association believes the grievance to be valid, the employee may demand
19 arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the
20 interpretation or the application of this Agreement shall then be submitted to arbitration under the
21 Voluntary Labor Arbitration Rules of the American Arbitration Association. Any such demand
22 for arbitration must be made in writing within twenty (20) workdays after the thirty (30) workday
23 period referred to in Section 15.2.5 and this section.

24
25 Within ten (10) workdays after such written notice of submission to arbitration, the
26 Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator
27 and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon
28 an arbitrator or to obtain such a commitment within the ten (10) workday period, a request for a
29 list of arbitrators may be made to the American Arbitration Association by either party. The
30 parties will be bound by the rules and procedures of the American Arbitration Association.

31
32 Neither party shall be permitted to assert in the arbitration proceedings any evidence which was
33 not submitted to the other party before the request for arbitration.

34
35 The arbitrator selected will confer with the representatives of the Superintendent and the
36 Association and hold hearings promptly and will issue his decision not later than twenty (20)
37 workdays from the date of the close of the hearings or, if oral hearings have been waived, then
38 from the date the final statements and proofs are submitted to him. The arbitrator's decision will
39 be in writing and will set forth his findings of fact, reasoning and conclusions on the issues
40 submitted. The arbitrator will be without power of authority to make any decision which requires
41 the commission of an act prohibited by law or which violates the terms of this Agreement. The
42 decision of the arbitrator will be submitted to the Board and the Association and will be final and
43 binding upon the parties.

44
45 **Section 15.3**

46 Timelines may be extended upon mutual, written agreement.

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ARTICLE XVI

TRANSFER OF PREVIOUS EXPERIENCE

Section 16.1.

Any new hire that has previously been employed by any school district in the State of Washington, and is hired to perform work similar to that in which previously engaged, shall be given longevity credits in the District in accordance with this Article.

Section 16.2.

The new hire shall be permitted to transfer no less than one-half (½) year for each full year of prior work experience to a maximum of three (3) years longevity credit to the District.

Section 16.3.

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

ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

Section 17.2.

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

Section 17.2.1.

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

Section 17.2.2.

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

1 **Section 17.2.3.**

2 Incremental steps, where applicable, shall take effect on September 1 of each year during the
3 term of this Agreement; providing, the employee has been actively employed continuously for
4 at least one-half (1/2) of the previous employment year.

5
6 **Section 17.2.4.**

7 Employees who change positions within classification shall retain their step placement on
8 Schedule A. Employees who change classifications shall start at Step 1 of the new position.
9 The Association and District shall meet to discuss special situations.

10
11 **Section 17.3.**

12 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.

13
14 **Section 17.4.**

15 Any employee required to travel from one site to another in a private vehicle during working hours
16 shall be reimbursed for such travel on a per-mile basis at the rate established by RCW 43.03.060 for
17 state employees.

18
19 **Section 17.5.**

20 Employees required to remain overnight on District business shall be reimbursed for room and board
21 expenditures.

22
23 **Section 17.6. Payday.**

24 The payday for employees shall be the last workday of each month.

25
26 **Section 17.7. C.O.L.A.**

27 The District shall pass through, to each employee covered by this agreement, the full state percentage
28 of C.O.L.A. This amount shall be applied to each step on Schedule A.

29
30
31 **ARTICLE XVIII**

32
33 **TERM AND SEPARABILITY OF PROVISIONS**

34
35
36 **Section 18.1.**

37 The term of this Agreement shall be September 1, 2012 to August 31, 2016.

38
39 **Section 18.2.**

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

42
43 **Section 18.3.**

44 This Agreement may not be reopened and modified at any time during its term without mutual consent
45 of the parties in writing. However, this Agreement shall be reopened annually to renegotiate Schedule
46 A, insurance and one "wild card" opener. This Agreement shall be opened as necessary to consider the
47 impact of any legislation enacted following execution of this Agreement which may arguably affect the
48 terms and conditions herein or create authority to alter personnel practices in public employment.

1 **Section 18.4.**

2 If any provision of this Agreement or the application of any such provision is held invalid, the
3 remainder of this Agreement shall not be affected thereby.
4

5 **Section 18.5.**

6 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with
7 state or federal statutes or regulations promulgated pursuant thereto.
8

9 **Section 18.6.**

10 In the event either of the two (2) previous sections is determined to apply to any provision of this
11 Agreement, such provision shall be renegotiated pursuant to Section 18.3.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

ROYAL CHAPTER

BY: Signed by
 Trula Goll, Chapter Co-President

DATE: November 30, 2012

BY: Signed by
 LaDonna Weber, Chapter Co-President

DATE: November 30, 2012

ROYAL SCHOOL DISTRICT #160

BY: Signed by
 Rose Search, Superintendent

DATE: December 5, 2012

**SCHEDULE A
ROYAL SCHOOL DISTRICT
SEPTEMBER 1, 2012 – AUGUST 31, 2013**

<u>Classification</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>
<u>BUS MECHANIC</u>									
Specialized Diesel Mechanic	17.73	18.07	18.33	19.29	19.59	19.89	20.17	20.48	20.89
<u>MAINTENANCE/GROUNDS</u>									
General/Grounds Maintenance	16.01	16.36	16.58	17.13	17.39	17.65	17.92	18.16	18.52
<u>TRANSPORTATION</u>									
Bus Driver	15.52	15.89	16.12	17.09	17.35	17.61	17.89	18.14	18.50
Extracurricular Bus Driver	12.95								
<u>CUSTODIAL</u>									
Custodian	14.11	14.40	14.66	15.13	15.34	15.57	15.79	16.01	16.33
<u>FOOD SERVICE</u>									
Head Cook	12.24	12.57	12.80	13.55	13.76	13.95	14.17	14.37	14.66
Cook	11.45	11.77	12.00	12.63	12.82	13.00	13.20	13.41	13.67
<u>PARAEDUCATOR</u>									
Paraeducator	12.06	12.58	13.16	13.81	14.00	14.19	14.39	14.61	14.90
Paraeducator (Specialized)	12.64	13.15	13.80	14.35	14.57	14.78	14.99	15.21	15.51
Speech Therapy, Physical Therapy, Health Room Paraeducator, Music, Spanish Documents Translator, Sped, Computer Lab, Life Skills, Bilingual Records and Home Visitor									
<u>SIGN LANGUAGE</u>									
Sign Language Interpreter	17.50	18.87	19.26	19.68	19.98	20.27	20.58	20.89	21.31
<u>COMPUTER TECH ASSIST</u>									
Computer Technician/Programmer	18.25	18.84	19.54	20.10	20.41	20.71	21.01	21.34	21.76
IN-SERVICE, EDUCATIONAL STEPS									
A. 15 Credits or 150 Clock Hours – 1.5% of Salary Step									
B. 30 Credits or 300 Clock Hours – 3.0% of Salary Step									
C. 60 Credits or 600 Clock Hours – 4.5% of Salary Step									
D. 90 Credits or 900 Clock Hours – 6.0% of Salary Step									
E. Bachelor of Arts (BA) Degree – 7.5% of Salary Step									
Wage Increase: 2012-2013 2.5% each step included in above rates									

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APPENDIX A

Weingarten Rights: Employee right to union representation

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer or steward be present at the meeting. Without representation, I will attend the meeting and follow lawful orders, but I choose not to answer any questions.”

Weingarten Rights

Under the Supreme Court’s Weingarten decision, when an interview for investigation occurs, the following rules apply:

RULE 1

The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

RULE 2

After the employee makes the request, the employer must choose from among three options. The Employer must either:

- Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; or
- Deny the request and end the interview immediately; or
- Give the employee a choice of (1) having the interview without representation or (2) ending the interview.

RULE 3

If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

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APPENDIX B

WHAT DOES “JUST CAUSE” MEAN?

The concept of “just cause” requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct?
2. Was the employer’s rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer’s investigation conducted fairly and objectively?
5. At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree to discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee’s proven offense and (b) the record of the employee in his or her service with the employer?

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, ROYAL CHAPTER AND THE ROYAL SCHOOL DISTRICT #160. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The District and Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws (ESSB 5940):

- 1 The provisions of this Memorandum of Understanding (MOU) shall supplement the provisions of the current Collective Bargaining Agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provisions of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.
- 2 The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:
 - (a) At least one qualified high-deductible health plan (HDHP) and health savings account (HSA);
 - (b) At least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2012 state employee benefits year; and
 - (c) Health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.

The quotes procured by the broker shall be reviewed by both the Union and District and the choice of plans offered shall be made using the same procedure for selecting health plans as was used in the 2011-12 school year.

- 3 To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be one percent (1%) of their medical plan premium(s), but not dental, and vision premiums. Such minimum monthly charge shall be paid regardless of the impact of pooling. For eligible employees selecting the HDHP with a Health Savings Account (HSA), up to fifty dollars (\$50) per month prorated on an insurance FTE basis may be allocated to the employee's HSA only if the total cost of all benefits for the employee is less than \$768 per month prorated on an insurance FTE basis. Employees may increase the HSA out of wages up to the IRS maximum. No insurance pool funds may be used to fund the HSA.



- 1
2 4 The parties shall abide by state laws relating to school district employee benefits, and this
3 MOU shall be construed consistent with such laws.
4
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6 5 This MOU shall be effective for the 2012-13 school year. The parties shall meet prior to
7 May 1, 2013, to discuss whether to renew or amend this MOU for another year.
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15 PUBLIC SCHOOL EMPLOYEES
16 OF WASHINGTON/SEIU LOCAL 1948

17 ROYAL CHAPTER

ROYAL SCHOOL DISTRICT #160

19
20
21
22 BY: Signed by
23 Trula Goll, Chapter Co-President

BY: Signed by
 Rose Search, Superintendent

24
25
26 DATE: November 20, 2012

DATE: November 27, 2012

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28
29
30 BY: Signed by
31 LaDonna Weber, Chapter Co-President

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33
34 DATE: November 20, 2012

