

COLLECTIVE BARGAINING AGREEMENT BETWEEN
OAK HARBOR SCHOOL DISTRICT #201

AND

**PUBLIC SCHOOL EMPLOYEES OF
OAK HARBOR SCHOOL DISTRICT**

SEPTEMBER 1, 2017 - AUGUST 31, 2020



Public School Employees of Washington/SEIU Local 1948
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1 **Section 1.4.**

2 The District agrees to provide job descriptions for all positions covered by this Agreement to the
3 President of the local chapter or designee. Job descriptions that are changed by the District which
4 reflect substantial changes impacting the hours, wages, and working conditions of the employee and
5 new job descriptions that are created by the District covering employees under the scope of this
6 Agreement will be made available to the President of the local Chapter or designee in advance of the
7 implementation.

8
9 Modification of existing job descriptions, creation of new job descriptions, and creation of new
10 positions will result in salary negotiations for those modified or new positions, at the discretion of
11 either the District or the Association.

12
13 If the Association believes that there is a substantial change in the status of a position, and the
14 Association communicates this belief to the District, in writing, the District will review the position
15 and job description, and will either modify the job description or communicate, in writing, to the
16 Association its reason for not modifying the job description.

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18
19 **Section 1.5. Definition of Positions.**

- 20
21 A. A Regular Position is an ongoing, year-to-year position that is covered by all of the provisions of
22 this Agreement. The parties understand that certain positions are funded by grants and, if the
23 position is eliminated due to the withdrawal of funding, affected employees will be in an
24 unassigned status until such time as they bid on and are awarded an open position.
- 25
26 B. A Temporary Position is a new position created by the District with the actual intent that the
27 position will only last for a period during the school year for which it is created. An employee
28 working in a temporary position is not considered a substitute employee and is covered by all of
29 the provisions of this Agreement. However, temporary positions, unlike regular positions,
30 terminate at the end of each school year and the employee will be in a layoff status until such time
31 as they bid on and are awarded an open position. Temporary Positions expected to last forty-five
32 (45) or more days will be posted. Temporary positions are not eligible for participation in
33 retirement.
- 34
35 C. A Substitute Employee is one who fills in for another employee.
- 36 1. Substitute employees who work for less than twenty (20) consecutive or thirty (30) intermittent
37 work days in a school year period are not covered by this Agreement.
 - 38 2. Substitute employees who work either twenty (20) or more consecutive or thirty (30) or more
39 intermittent work days in a school year period are included in the bargaining unit limited to
40 Step 1 of Schedule A and accumulation of one (1) hour of illness, injury and emergency leave
41 for each twenty-five (25) hours worked and may be utilized for illness, injury and emergencies
42 that prevent the individual from completing a job assignment lasting four (4) or more days.
43 These are the sole rights accruing to such employees.
- 44
45 D. Substitute employees hired to fill positions on Board-approved leaves of absences will be hired for
46 the duration of such leave, during which time they will be subject to the probationary status of not
47 more than sixty (60) working days and all of the provisions of this Agreement except Article IX.

1 An employee holding a regular position that acts as a substitute for another regular position
2 employee is not considered a substitute employee if both employees are within the same job
3 classification.
4

5 E. L & I Light Duty Positions. The District may create temporary light-duty positions for employees
6 with open Labor and Industry claims receiving time-loss benefits. The positions will be paid
7 minimum wage with additional wage compensation provided by L & I. The District will submit
8 proposed job descriptions to PSE consistent with section 1.4 (Job Postings). The filling of such
9 positions will be exempt from the posting and seniority provisions of section 9.6.1 and 9.8.
10 Employees filling such positions will not earn seniority in any other classification than they
11 currently are in, or replace current bargaining unit employees.
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15 ARTICLE II

16 RIGHTS OF EMPLOYER

17 Section 2.1.

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

28 Section 2.2.

29 The right to make reasonable rules and regulations which are not in conflict with the terms of this
30 Agreement will be considered acknowledged functions of the District.
31
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35 ARTICLE III

36 RIGHTS OF EMPLOYEES

37 Section 3.1.

38 Neither the District nor the Association will directly nor indirectly interfere with, restrain, coerce, or
39 discriminate against the employees in the free exercise of their right to organize and designate
40 representatives of their own choosing for the purpose of collective bargaining or in the free exercise of
41 any other right as guaranteed by RCW 41.56.
42
43
44

45 Section 3.2.

46 Neither the District nor the Association will discriminate against any employee subject to this
47 Agreement on the basis of race, creed, color, national origin, sex, religion, age or marital status, or

1 because of a physical, mental or sensory handicap except to the extent sex, age or the absence of
2 handicap may constitute a bona fide occupational qualification.

3
4 **Section 3.3.**

5 The District will provide each classified staff member with an annual written evaluation. This
6 evaluation will be completed prior to June 1st. A conference between the supervisor and the employee
7 will conclude with a written evaluation. A copy of the evaluation must be given to the employee
8 within five (5) working days of the evaluation conference. An overall performance that is rated as
9 unsatisfactory and therefore requiring improvement must be followed by a written performance
10 improvement plan in the area(s) noted. The development and implementation of this plan will be a
11 collaboration of the supervisor and the employee. If no agreement is reached between the employee
12 and the supervisor regarding the specific content of the plan, the supervisor will implement the plan
13 without the employee's agreement.

14
15 **Section 3.4.**

16 Employees will be given a copy of all material added to the central office personnel file at the time
17 such material is added to the file. Each employee will have the right, upon request to the Personnel
18 Office, to schedule an appointment to review the contents of his or her personnel file.

19
20 An employee may obtain copies of the documents made available under this Section. To the extent
21 permitted by law, no record, file or document pertaining to an employee will be made available to any
22 unauthorized person for photocopy or inspection.

23
24 Employees will have the right to respond in writing to all additions in the personnel file. Such
25 employee responses will be made a part of the file.

26
27 No duplicate, alternate, or other personnel file will be kept anywhere in the District except that
28 supervisors may keep working personnel files in their respective offices. Both files are subject to the
29 provisions of this Section. The content of the working files will be reviewed annually by the
30 supervisor and the employee upon request of the employee.

31
32 **Section 3.5.**

33 Written disciplinary actions will be removed from an employee's file, at the employee's request, two
34 (2) years after inclusion, provided that no subsequent discipline for a like offense has been imposed
35 during the intervening period. Derogatory materials not shown to the employee prior to or at the time
36 of inclusion in the employee's personnel file may not be used as evidence in any grievance or
37 disciplinary action against such employee.

38
39 **Section 3.6.**

40 Employees will not be required to work under unsafe or hazardous conditions or to perform tasks
41 which unreasonably endanger their health, safety and well-being.

42
43 **Section 3.7. Employee Protection/Insurance.**

44 The district agrees to provide insurance to hold employees harmless and defend them from losses for
45 actions arising out of any claim, demand, suit, or judgment by reason of any negligent act or negligent
46 failure to act by such employee, within or without the school building, provided such employee, at the
47

1 time of the act or omission complained of, was acting within the scope of employment and under the
2 direction of the District.

3
4 Assaults upon employees will be promptly reported to the Administration. While employees are
5 encouraged to inform the Administration of any legal interventions filed, they are not required to seek
6 administrative support or permission to do so. The District will render all assistance to the employees
7 in connection with handling of the incident by law enforcement and judicial authorities.

8
9 The District will provide employees with property insurance protection covering the personal property
10 of those employees while engaged in the maintenance of order and discipline and the protection of
11 school personnel and students and the property thereof when that is deemed necessary by the district.
12 The district will also include liability insurance covering injury to persons and property damage
13 protecting those employees from claims or suits filed against the employee while engaged in the
14 maintenance of order and discipline.

15
16 Employees will be designated as insured parties in policies of insurance provided herein.

17 18 19 20 **ARTICLE IV**

21 22 **RIGHTS OF THE ASSOCIATION**

23 24 **Section 4.1.**

25 The Association has the right to represent the interests of each individual in the unit, as well as the unit
26 as a whole; to present its concerns, either orally or in writing to the District with respect to grievance
27 procedures and collective negotiations on personnel matters, including wages, hours and working
28 conditions. When, in the good faith judgment of the Association's Grievance Committee, the rights of
29 the individual are in conflict with the rights of the unit as a whole, the Association may decide to
30 support the unit as a whole over the individual.

31 32 **Section 4.2.**

33 The names of employees in the bargaining unit will be provided to the President of the Association
34 upon reasonable request when changes occur. The District will provide each new employee with a
35 copy of this Agreement, which will be furnished to the District by the Association, within thirty (30)
36 days of signed ratification of this Agreement.

37 38 **Section 4.3.**

39 The District will provide, upon chapter president request, information regarding bargaining unit
40 employees' wages, hours and working conditions.

41 42 **Section 4.4.**

43 The Association will promptly be notified by the District of any grievances or disciplinary actions of
44 any employee. The Association is entitled to have an observer at hearings conducted by any District
45 official or body arising out of the grievance and to make known the Association's views concerning the
46 case.

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ARTICLE V

ASSOCIATION REPRESENTATION

Section 5.1.

The Association will designate a conference committee of three (3) members who will meet with the Superintendent and/or his designee on a mutually agreeable basis to discuss the administration of this Agreement. The District should be notified in writing of the names of the Conference Committee members, or any changes that occur in the Conference Committee membership.

Section 5.1.1.

The PSE President(s) will be involved in the development of the student school calendar consistent with the collective bargaining agreement between the District and OHEA. PSE President(s) will be included in e-mails and/or meetings regarding the development or establishment of the school calendar.

Section 5.2.

The District will provide space to conduct such meetings.

Section 5.3.

The Association representatives will represent the Association and employees in the bargaining unit in meetings with officials of the District to discuss the application and terms of this Agreement. They may receive and investigate complaints or grievances of employees, and also advise bargaining unit employees of the rights and procedures as outlined in this Agreement.

Section 5.4.

Visitation rights will be granted to designated representatives of the Association to visit with employees in the bargaining unit for purposes of grievance procedure and/or general information, as long as it does not interfere with the normal flow of work. The visiting representative will notify the School District of arrival.

Section 5.5.

The District will grant a total of fifteen (15) paid leaves to the Association for meetings, conferences, negotiations or Association business. Each leave will be equal to one (1) regular work shift of the affected employee. The Association agrees to reimburse the District for the cost of substitutes required for such release time. Additional Association leave may be granted by the Superintendent. Requests for Association Leave will be submitted in writing to the employee's supervisor at least one (1) business day before the leave is to take effect. The reason for the leave is to be clearly stated. No more than two (2) employees per single classification or four (4) employees district-wide may utilize such leave on any given day.

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ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1.

Each employee will be assigned to a definite shift with designated times of beginning and ending. However, the three shifts described in this section do not apply to bus drivers. (For information regarding bus drivers refer to Article XVIII Transportation). The first shift is defined as any work shift beginning between 5:00 a.m. and 1:29 p.m. The second shift is defined as any work shift beginning between 1:30 p.m. and 5:59 p.m. The third shift is defined as any work shift beginning between 6:00 p.m. and 4:59 a.m.

Section 6.2.

The first shift will consist of eight and one-half (8-1/2) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods will occur as near the middle of each half shift as is practicable.

Section 6.2.1.

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

Section 6.2.2.

The third shift will consist of seven and one-half (7-1/2) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods will occur as near the middle of each half shift as is practicable. The third shift will be paid a differential of ten cents (\$0.10) per hour, excluding the Security Personnel.

Section 6.3.

In the event an employee is assigned to a shift less than the normal work shift previously defined in this Article, the employee will be given a fifteen (15) minute rest period for each four (4) hours of work. Employees working six (6) hours or more per day will receive breaks as defined in Section 6.2. The maximum of two (2) fifteen minute breaks will be allowed for each shift. Employees working more than four (4) hours, on such shift, will be granted an uninterrupted lunch period of thirty (30) minutes.

Section 6.4.

The normal workweek will 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; except as provided in Section 6.11 of this Article.

1 **Section 6.4.1.**

2 The District will provide to all less-than-twelve-month staff the number and dates of expected
3 work days and hours per day by September 1. The District reserves the right to assign
4 additional hours or days when unanticipated needs arise.

5
6 **Section 6.4.2.**

7 The District will provide, no later than October 1, a copy to each classified employee of a
8 salary calculation which contains the number of hours the employee will be working for the
9 school year, the rate of pay, hours of vacation time available, list of holiday hours, pay level
10 and step, and expected gross income for each month. If unanticipated workload problems arise,
11 the District may delay the Classified Salary Calculation Sheet to November 1.

12
13 **Section 6.5.**

14 Each employee will be assigned to a definite and regular shift and workweek which can be changed by
15 five (5) working days' notice to the employee by the District except this notice may be waived by the
16 employee. Emergencies, as determined by the District, will be an exception to this procedure.

17
18 **Section 6.6. Missed Break and Lunch Periods.**

19 Employees required to work through their regular lunch periods will be given time to eat at a time
20 agreed upon by the employee and supervisor. In the event the District requires an employee to forego
21 a lunch period and the employee works the entire shift, including the lunch period, the employee will
22 be compensated for the foregone lunch period at overtime rates. All employees who are deprived of
23 breaks due to emergency work situations will be compensated for all the break time that was missed.
24 Employees must inform their supervising administrator as soon as possible after a missed break or
25 lunch period.

26
27 **Section 6.7. Break and Lunch Periods for Grounds and Maintenance Employees.**

28 Employees will remain at the worksite during their fifteen (15) minute breaks. Employees may travel
29 back to the maintenance/grounds shop to take their lunch break in the lunchroom. The thirty (30)
30 minute unpaid lunch period will begin when the employees arrive at the shop and after a reasonable
31 amount of clean-up time is provided, not when the employee leaves the worksite.

32
33 **Section 6.8.**

34 Employees requested to work an assignment regularly filled by a higher paid position will receive
35 compensation for the work performed in the higher paid position at the step level of the employee who
36 is requested to make the change. The adjusted compensation will commence beginning with the fourth
37 consecutive day of the assignment, and will be retroactive to and including the first day. In the event
38 that the assignment terminates before the commencement of the fourth consecutive day, the rate of pay
39 will remain at the lower position and step level of the employee who was requested to make the
40 change.

41
42 **Section 6.8.1.**

43 Employees who work in a higher paid position for eight (8) accumulative days during any one
44 (1) year will receive the higher compensation retroactive to and including the first day of such
45 work.

1 **Section 6.9.**

2 In the event of an unusual school closure due to inclement weather or plant inoperation, or other
3 reasons, the District will notify employees by local radio with regard to school operations. Twelve-
4 month employees are expected to work as scheduled. School year employees are expected to work
5 when schools are operating. Employees who could not be notified and who report to work will receive
6 a minimum of two (2) hours pay at the base rate in the event of such a closure; provided, however, no
7 employee will be entitled to such compensation in the event of actual or constructive notification by
8 the District of the closure prior to leaving home for work. Employees will, in the event of inclement
9 weather or other known possibility of school closure, listen to local radio stations and/or call 279-5060
10 in an effort to determine whether or not school will be held.

11
12 A. The following options will be made available to affected employees not required to work during
13 suspended operation/road restrictions:

- 14
15 1. Annual leave (vacation), personal leave, emergency leave;
16 2. Leave without pay; or
17 3. Reasonable opportunity to make up work time lost as a result of suspended operation/road
18 restrictions.

19
20 **Section 6.10. Callback Procedures.**

21 Employees called back on a regular workday, or called on the sixth (6th) or seventh (7th) consecutive
22 work day, will receive no less than two (2) hours pay at the appropriate rate.

23
24 **Section 6.11. Overtime.**

25 Overtime assignments will be distributed in accordance with the seniority provisions, except in
26 emergency situations as determined by the District. In the assignment of overtime, the District agrees
27 to provide the employee with as much advance notice as practicable in the circumstances. Normally,
28 employees designated to work overtime on days outside their regular workweek will be advised of the
29 possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime
30 commences.

31
32 **Section 6.11.1.**

33 All hours in excess of forty (40) compensated hours per week will be compensated at the rate
34 of one and one-half (1½) times the employee's base pay.

35
36 **Section 6.11.2.**

37 All hours worked on the sixth (6th) consecutive day will be compensated at the rate of one and
38 one-half (1½) times the employee's base pay. All hours worked on the sixth (6th) consecutive
39 day in excess of eight (8) hours will be compensated at a rate twice the employee's base pay.

40
41 **Section 6.11.3.**

42 All hours worked on the seventh (7th) consecutive day will be compensated at the rate of twice
43 the employee's base pay.

1 **Section 6.11.4.**

2 Bus drivers and security personnel will be exempt from the provisions of Sections 6.11.2 and
3 6.11.3 herein. Overtime compensation for bus drivers and security personnel will be governed
4 in accordance with Section 6.11.1.

5
6 **Section 6.11.5.**

7 In the event that a paid but unworked holiday falls during the employee's assigned week, with
8 the exemption of bus drivers, such paid holiday will be included in any determination of
9 eligibility for overtime, or calculation of overtime benefits. Said holiday will not be included
10 in any determination of eligibility for overtime or calculation of overtime benefits for bus
11 drivers.

12
13 **Section 6.11.6.**

14 In the event the District has occasional additional work available to members of the bargaining
15 unit, the District, in its sole discretion, will offer such work to members of the bargaining unit.
16 A sign-up list will be made available to members of the bargaining unit. The parties agree that
17 the District's decision to either offer, or to not offer, occasional additional work to members of
18 the bargaining unit will not be subject to the grievance procedures.

19
20 **Section 6.12. 4-Day Workweek**

21 While the students are away from school during the summer, employee workweeks and shifts may be
22 at a reduced number of days per week, with the employee's daily hours increased accordingly (e.g.,
23 four (4) consecutive days at ten hours per day instead of five days at eight hours per day). Rest periods
24 will be increased in proportion to the employee's increased daily hours and will be scheduled
25 consistent with Section 6.1, 6.2, and 6.3. For full-time employees who work a shift of ten and one-half
26 (10½) hours a day, including a thirty (30) minute uninterrupted lunch period, such lunch period will be
27 scheduled as near the middle of the shift as is practicable, and employees will be allowed a twenty (20)
28 minute first half and a twenty (20) minute second half rest period, both of which rest periods will occur
29 as near the middle of each half shift as is practicable. EXCEPTION: Unless otherwise agreed to by
30 employee(s) and the employees' supervisor.

31
32 **Section 6.12.1.**

33 All hours worked on the fifth (5th) consecutive day by employees (as referenced in Section
34 6.12.) will be compensated at the rate of one and one-half (1-1/2) times the employee's base
35 pay. All hours worked on the fifth (5th) consecutive day in excess of eight (8) hours and in
36 excess of forty (40) hours will be compensated at a rate twice the employee's base pay.

37
38 **Section 6.12.2.**

39 All hours worked on the sixth (6th) and seventh (7th) consecutive days by employees (as
40 referenced in Section 6.12.) will be compensated at the rate of twice the employee's base pay.

41
42 **Section 6.13. Additional Days in Calendar.**

43 If in any given year there are more than 260 potential work days in the calendar for full-time
44 employees, impacted 260-day employees will schedule with their supervisor a mutually agreeable day
45 or days for the employee to take off without pay during the work year, in order to bring the employee's
46 work year calendar to 260 days.

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ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1.

Employees will receive the following paid holidays that fall within their work year:

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

Holiday 5 and 10 only apply to full-time employees. Holiday 6 does not apply to school year (180-day) employees, but does apply to 195-day or more employees. School year employees will receive pay for an additional one-half (1/2) holiday.

*As determined by the Executive Director of Human Resources in consultation with the Chapter President(s).

Section 7.1.1. Unworked Holidays.

Eligible employees will receive pay equal to their normal work shift (up to eight (8) hours) at their base rate in effect at the time the holiday occurs. Employees who have worked or been on paid status their last scheduled shift preceding, and the first scheduled shift succeeding, the holiday will receive holiday pay. Employees on the four-day, 10-hour-day workweek when a holiday occurs will work thirty-two (32) hours in the three (3) workdays left in the week in a mutually agreeable arrangement.

Section 7.1.2. Worked Holidays.

Employees who are required to work on the above described holidays will receive pay due them for the holiday, plus their base rate for all hours worked on such holidays.

Section 7.1.3. Holidays During Vacation.

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

Section 7.2. Vacations.

All employees subject to this Agreement will be credited with hours of vacation credit, based on regular hours worked from September 1 to August 31. Such vacation credit will be earned, vested, and used as designated in this Article.

1
2 **Section 7.2.1.**

3 Employees of the bargaining unit will receive the following paid vacation:
4

- 5 A. Less than full-time employees (employees regularly scheduled to work less than twelve
6 (12) months per year):

7

<u>Years Of Service</u>	<u>Vacation Credit Computation*</u>
8 1- 5	1 hour for each 24.0 regularly scheduled hours
9 6	1 hour for each 21.8 regularly scheduled hours
10 7	1 hour for each 20.0 regularly scheduled hours
11 8	1 hour for each 18.4 regularly scheduled hours
12 9	1 hour for each 17.1 regularly scheduled hours

13

14

<u>Years Of Service</u>	<u>Vacation Credit Computation*</u>
15 10	1 hour for each 16.0 regularly scheduled hours
16 11	1 hour for each 15.0 regularly scheduled hours
17 12	1 hour for each 14.1 regularly scheduled hours
18 13	1 hour for each 13.3 regularly scheduled hours
19 14	1 hour for each 12.6 regularly scheduled hours
20 15+	1 hour for each 12.0 regularly scheduled hours

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- 22 B. Full-time employees (employees regularly scheduled to work twelve (12) months per year):
23

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<u>Years of Service with the District</u>	<u>Vacation Days Annually</u>	<u>Monthly</u>
25 1-5 years	12	1.000
26 6 years	13	1.083
27 7 years	14	1.167
28 8 years	15	1.250
29 9 years	16	1.333
30 10 years	17	1.417
31 11 years	18	1.500
32 12 years	19	1.583
33 13 years	20	1.667
34 14 years	21	1.750
35 15+ years	22	1.833

36

37 **Section 7.2.2.**

38 Less than full-time employees will not be allowed to utilize earned vacation days.
39 Instead, these days will be converted to the employee's regular daily rate of pay and
40 added to each affected employee's monthly paycheck.
41

42 Full-time employees become eligible to use vacation credit as paid release time.
43 Requested vacation time by full-time employees will be honored if the requested days
44 do not disrupt the normal operation of the District, as determined by the District. Full-
45 time employees will utilize all earned vacation days by August 31; provided that
46 employees may elect to carry over up to five (5) days of vacation from one year to the
47 next. Such carryover will be for a maximum of one (1) year. In addition, employees

1 may cash out up to two (2) days of unused vacation at the end of the year.
2 Notwithstanding the foregoing, if the District denies an employee's use of earned
3 vacation days, they may be carried over. Additionally, the District will consider, on a
4 case-by-case basis, the carryover of additional vacation days from one year to the next.
5

6 Upon separation from service by reasons of resignation, layoff, dismissal, retirement or
7 death, employees are entitled to a lump sum payment of unused vacation; provided,
8 however, that no employee who is a participant in PERS Plan I may receive cash out
9 under any circumstances of more than two-hundred-forty (240) hours of vacation in
10 circumstances that could result in a finding of "excess compensation" on the part of the
11 State of Washington's Department of Retirement Systems.
12

13 **Section 7.2.3.**

14 Time on layoff (to a maximum of two (2) years) and time on authorized leave of absence will
15 be counted as continuous service for the purpose of retaining vacation eligibility dates.
16

17
18 **ARTICLE VIII**

19
20 **LEAVES**
21

22 **Section 8.1. Illness, Injury, And Emergency Leave.**

23 Illness, injury, and emergency leave will be granted to each employee at the rate of one (1) day per
24 calendar month worked, minimum of ten (10) days for employees whose jobs extend throughout the
25 180-day school year, to be accumulated up to the legal maximum. The District will project the number
26 of annual days of illness, injury, and emergency leave at the beginning of the school year according to
27 the estimated calendar months the employee is to work during the year. The employee will be entitled
28 to the projected number of days' illness, injury, and emergency leave at the beginning of the school
29 year. However, if the employee's employment with the District terminates, and the employee has used
30 more illness, injury, and emergency leave than the employee has earned at the time of termination, the
31 District will be entitled to payment from the employee in an amount equal to the unearned illness,
32 injury, and emergency leave used by the employee. Illness, injury, and emergency leave will be
33 expended and recorded on an hourly basis for purposes of accounting. Emergency leave is provided to
34 cover absences from work to deal with situations which are suddenly precipitated and for which
35 preplanning cannot relieve the necessity of the absence. Such situations must be of major importance
36 and not be a mere convenience. Serious illnesses of immediate family members qualify as appropriate
37 use of emergency leave in accordance with RCW 49.12.270 and WAC 296-130-030. Notwithstanding
38 the foregoing, for purposes of eligibility for Emergency Leave, immediate family will include spouse,
39 children, parents (or anyone having the position of child or parent), sisters, brothers, parent-in-law,
40 grandparents or grandchildren.
41

42 **Section 8.1.1.**

43 Employees may cash out unused sick leave per the leave and attendance provisions of RCW
44 28A.400.210 and related Washington Administrative Code provisions.
45
46
47

1 **Section 8.1.2. Leave Sharing.**

2 Employees may donate annual or sick leave to a fellow employee who is suffering from or has
3 a relative or household member suffering from an extraordinary or severe illness, injury,
4 impairment, or physical or mental condition which is likely to cause the employee to take leave
5 without pay or terminate employment. Any such donation of annual or sick leave will be
6 subject to the terms and limitations of law.
7

8 **Section 8.2. Bereavement Leave.**

9 Employees will use discretion in accessing bereavement leave. Bereavement leave cannot be
10 accumulated and will not be taken from sick leave. The District will allow employees up to five (5)
11 days per occurrence of paid bereavement leave in the event of death of members of the household,
12 spouse, state registered domestic partners, siblings, parents, children (or anyone having the position of
13 child, parent, or sibling who at one time resided in the same household), grandparents, grandchildren,
14 foster children, mother or father-in-law, and son or daughter-in-law. The District will allow up to three
15 (3) days per occurrence of paid bereavement leave up to a total of six (6) days per year for aunts,
16 uncles, siblings in law, and anyone having the position of child, parent, or sibling who are not included
17 in the five (5) day provision, or to attend the funeral of a close personal friend. Under extenuating
18 circumstances up to five (5) days per occurrence of additional leave may be taken from emergency
19 leave. Additional time may be granted at the discretion of the Superintendent.
20

21 **Section 8.3. Personal Leave.**

22 Three (3) days personal leave, with pay, will be granted each year. Employees may carry over up to
23 two (2) personal leave days not to exceed a total of five (5) personal leave days in any one (1) year.
24 Application for personal leave will be processed forty-eight (48) hours in advance (unless personal
25 leave is being utilized in conjunction with either bereavement, maternity or paternity leave) using the
26 Classified Attendance Leave Request Form. Personal leave may not be used during the first and last
27 two (2) workdays of the student school year. Personal leave used in the year earned will be charged at
28 the current number of hours per day. Personal leave carried forward will be at the number of hours per
29 day during the year earned.
30

31 On any given day, the District may exercise the option to limit personal leave to five percent (5%) of
32 the represented employee work force, except for the months of April, May and June, when the District
33 may limit personal leave to no more than two (2) employees per work site. Any worksite with forty or
34 more PSE employees may allow up to four (4) employees the same personal days provided that
35 adequate substitutes are available. Less-than-twelve-month employees may take no more than one (1)
36 personal leave day connected to Christmas and spring break holidays.
37

38 **Section 8.4. Parental/Adoption Leave.**

39 An employee, upon request, will be granted up to three (3) days paid leave, on or about the date of
40 birth of his child, or adoption of his or her child. Such leave will be deducted from Personal Leave,
41 though if Personal Leave is exhausted, the employee will be allowed to use emergency leave. If
42 additional days are needed for such leave, the employee will utilize the Leave of Absence procedures.
43

44 **Section 8.5. Judicial Leave.**

45 In the event an employee is summoned to serve as a juror, or appear as a witness in court in an action
46 to which the employee is not a party, or is named as a codefendant with the District, such employee

1 will receive a normal day's pay for each day of required presence in court. In the event that an
2 employee is a party in a court action, such employee may request a leave of absence.

3
4 **Section 8.6. Military Leave.**

5 Employees that are members of Reserve Forces, as specified in RCW 38.40.060, will be granted
6 paid leave not to exceed fifteen (15) days each calendar year. Military leave is in addition to vacation
7 and/or sick leave.

8
9 **Section 8.7. Leave Of Absence.**

10
11 **Section 8.7.1.**

12 Upon recommendation of the immediate supervisor through administrative channels to the
13 Superintendent, and upon approval of the Board of Directors, an employee may be granted a
14 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is
15 granted due to extended illness, one (1) additional year may be granted by the Board of
16 Directors. Upon approval of the superintendent or his or her designee, an employee may be
17 granted short-term leave without pay for up to ten (10) days. Conditions to be met for this
18 approval may be established by the superintendent or designee.

19
20 **Section 8.7.1.1. Maternity Leave.**

- 21
22 A. Temporary disability leave will be granted for pregnancy. An employee requesting
23 maternity leave will give written notice to the District as far in advance as possible
24 and at least thirty (30) days prior to commencement of the leave. The request for
25 leave should include: i) anticipated date of birth, ii) estimated date leave is to begin;
26 and iii) estimated date of return from leave.
27
28 B. The employee may continue to work until, in the judgment of the employee's
29 physician, her work or her health are in any way impaired by her condition.
30
31 C. Illness, Injury and Emergency leave will be granted, if the employee is eligible for
32 such, for the time the employee's physician certifies that the employee is unable to
33 perform her normal duties as an employee because of her health or disability.
34
35 D. Employees may use maternity leave in conjunction with an unpaid leave of absence
36 as provided in Section 8.7.1.

37
38 **Section 8.7.2. Leave of Absence.**

39 An employee returning from an approved leave of absence will be assigned to the position
40 occupied before the leave of absence. In the event the position does not exist in the District, the
41 employee will be assigned to a position substantially comparable to the position held before the
42 leave of absence. This provision will not supersede the seniority, RIF and related notification
43 provisions of Article 9.
44
45
46

1
2 **Section 9.1.1.**

3 In the event that more than one employee in the same job classification has the same hire date,
4 seniority will be determined on the basis of application date. In the event that more than one
5 employee in the same job classification has the same hire date and the same application date,
6 the employee with the most hours worked as a substitute or as a temporary employee will be
7 senior. (Seniority conflicts resolved by other methods prior to the date of this contract will not
8 be altered by this contract.)
9

10 **Section 9.2.**

11 Each new employee will remain in a probationary status for not more than sixty (60) working days
12 following the hire date. Employees in probationary status will be subject to all rights and privileges of
13 the Agreement, except Article XIV, Grievance Procedure. During this probationary period, the
14 District may discharge such employee at its discretion.
15

16 **Section 9.3.**

17 The seniority rights of an employee will be lost for the following reasons:
18

- 19 A. Resignation;
- 20 B. Discharge for justifiable cause;
- 21 C. Retirement;
- 22 D. Change in job classification within the bargaining unit, as hereinafter provided; or
- 23 E. Layoff for more than two (2) years.
24

25 **Section 9.4.**

26 Seniority rights will not be lost for the following reasons, without limitation:
27

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

34 **Section 9.5.**

35 Seniority rights will be effective within the general job classification if the ability and qualifications
36 are equal as determined by the District, as provided in Section 9.6 herein. General job classifications
37 are as set forth in Article I, Section 1.3.
38

39 **Section 9.6.**

40 The employee with the earliest hire date will have absolute preferential rights regarding shift selection,
41 vacation, and overtime. The employee with the earliest hire date will have preferential rights regarding
42 promotions, assignment to new or open jobs or positions, within job classifications, and layoff when
43 ability and performance are substantially equal to junior employees or outside candidates. If the
44 District determines that seniority rights should not govern because a junior employee or an outside
45 candidate possesses ability and performance substantially greater than a senior employee or senior
46 employees, the District will set forth in writing to the employee or the employees and the Association's

1 grievance committee chairperson, its reasons why the senior employee or employees have been
2 bypassed.

3
4 **Section 9.6.1.**

5 Increases of two (2) hours or more to job assignments will be considered new positions, and
6 will be posted in accordance with the terms of this Agreement. The District will not use this
7 provision for the purpose of evading posting requirements. For paraeducators, increases of less
8 than two (2) hours will be assigned based upon the following considerations: the needs of the
9 student(s) being served, current or previous work with a particular student, the needs of the
10 program, skills, training and experience of the staff members, scheduling factors, and the
11 ability to provide continuity of support. When two or more paraeducators are substantially
12 equal with regard to the above-listed factors, the time will be awarded on the basis of seniority.
13

14 **Section 9.7.**

15 Employees who change job classification within the bargaining unit will retain their hire dates in the
16 previous classifications for a period of one (1) year, notwithstanding that they have acquired a new hire
17 date and a new classification.
18

19 **Section 9.8.**

20 The District will publicize within the bargaining unit for five (5) school district business days positions
21 as soon as possible after the District is apprised of the opening, except for emergencies. (This
22 procedure does not apply to new or open transportation routes, the posting of which are governed by
23 Section 18.10). Positions that are specific to a particular district program (e.g. EBD, Preschool, Life
24 Skills programs) or that are assigned to work with a particular student need not be posted if they
25 change locations with no change in hours, pay or shift times. Postings will not be labeled “District
26 Assigned.” The Association President/Designee will receive copies of all open positions that occur
27 during the summer. When a substitute or substitutes have been assigned to an open position for more
28 than twenty (20) workdays, the vacant position will be posted and filled within an additional twenty
29 (20) workdays unless the District determines that none of the In-District applicants are qualified and
30 reposts the position.
31

32 **Section 9.9.**

33 In the event of layoff, employees so affected are to be placed on a re-employment list maintained by
34 the District according to layoff ranking by job classification. Such employees will be considered for
35 an opening in the classification held immediately prior to layoff consistent with Section 9.6 above.
36 Names will remain on the re-employment list for two (2) years.
37

38 **Section 9.10.**

39 Employees on layoff status will file their addresses in writing with the personnel office of the District
40 and will thereafter promptly advise the District in writing of any change of address.
41

42 **Section 9.11.**

43 An employee will forfeit rights to reemployment as provided in Section 9.9 if the employee does not
44 comply with the requirements of Section 9.10, or if the employee does not respond to the offer of
45 reemployment within seven (7) days of receipt of offer.
46

1 **Section 9.12.**

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

5 **ARTICLE X**

6
7 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

8
9 **Section 10.1.**

10 The District will have the right to discipline or discharge an employee for justifiable cause. The issue
11 of justifiable cause will be resolved in accordance with the grievance procedure hereinafter provided.
12 If the District has reasons to reprimand an employee, it will normally be done in a manner which will
13 not embarrass the employee before other employees or the public. Both the District and the
14 Association recognize that certain situations may require discipline or reprimand immediately, even
15 though others may be present.

16
17 **Section 10.2. Notification To Non-Annual Employees.**

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

20
21 **Section 10.2.1.**

22 Prior to the end of school in June of each year, the District will either issue letters of its intent
23 to rehire non-annual employees or, if the District anticipates a reduction of available work the
24 following September, letters of layoff to employees so affected.

25
26 **Section 10.2.2.**

27 Nothing contained herein will be construed to prevent the District from discharging an
28 employee for acts of misconduct occurring after the expiration of the school year.

29
30 **Section 10.2.3.**

31 Nothing contained in this section will in any regard limit the operation of other sections of this
32 Article.

33
34 **Section 10.3.**

35 Except in extraordinary cases, the District will give employees two (2) weeks written notice of
36 intention to discharge or layoff employees, and employees will give the District two (2) weeks written
37 notice of intent to resign. Employees who do not give such notice will forfeit any accrued vacation
38 pay.

39
40
41 **ARTICLE XI**

42
43 **INSURANCE**

44
45 **Section 11.1. Entitlement.**

46 Regular employees enrolled in any mutually approved insurance plan or plans, will receive a prorated
47 District benefit contribution, based on the employee's FTE status of the sum equal to the monthly

1 amount funded by the State for insurance benefit purposes plus thirty dollars (\$30.00) per 1,440 annual
2 FTE hours of compensation. The District will pay the maximum premium amount specified in this
3 Section for mutually approved basic insurance programs which may include: medical, dental, vision,
4 group term life, and group long-term disability insurance coverage. Optional programs will include
5 VEBA I, Cancer Insurance, Accident Insurance, Salary Insurance, or Supplemental Group Life
6 Insurance. Additionally, the parties understand the first deduction will be for the dental and vision
7 plans with the remainder applied to medical. Married couples or state-registered domestic partners who
8 are both members of this bargaining unit, as defined by Section 1.3, may pool their health insurance
9 benefits.

10
11 **Section 11.1.1.**

12 All bargaining unit insurance dollars will be pooled for the purpose of paying the cost of
13 premiums of basic insurance coverage for each bargaining unit member. Only after members
14 of the bargaining unit have received the benefit of basic insurance coverage, will pool dollars
15 be used for optional coverage. Only employees who work a minimum of three and one-half
16 (3.5) hours per day or more will qualify for pooling benefits.

17
18 **Section 11.1.2.**

19 It is agreed that upon closing of the insurance enrollment period the District will compare the
20 bargaining unit insurance premium usage to the size of the insurance premium pool. This
21 comparison will be made again in July to insure full utilization and compliance with all State
22 regulations. All such information will be provided to the Association.

23
24 **Section 11.1.3. Insurance Pooling.**

25 The FTE count for pool generation and pool distribution is closed with the submission of the S-
26 275 Report. All employees subject to this Agreement who are hired after the submission of the
27 S-275 report date of each year will be entitled to the amount defined in Section 11.1. per FTE
28 based upon 1440 hours of work, and not participate in the insurance premium pool. Further,
29 except for the addition of new dependents, enrollments for dependents close on the cutoff date
30 for October payroll each year.

31
32 **Section 11.2.**

33 The District will provide tort liability coverage for all employees subject to this Agreement, provided
34 such employee, at the time of the act or omission complained of was acting in good faith within the
35 scope of his/her employment, or under the direction of the District, and was not guilty of gross
36 negligence or an intentional tort in such act or failure to act.

37
38 **Section 11.3.**

39 The District will make required contributions for industrial insurance on behalf of all employees
40 subject to this Agreement. If an employee is covered by industrial insurance, the employee may have
41 the option of coordinating sick leave benefits and industrial insurance benefits. Such coordination will
42 not result in a higher level of compensation than the employee's regular salary.

43
44 **Section 11.4.**

45 In determining whether an employee subject to this Agreement is eligible for participation in the
46 Washington State Public Employees' Retirement System, the District will report all hours worked,
47 whether straight time or overtime.

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Section 11.5.

All employees subject to this Agreement will be entitled to participate in a tax-sheltered annuity plan. On receipt of a written authorization by an employee, the District will make the requisite withholding adjustments and deductions from the employee's salary, subject to District's Administrative bookkeeping capacity.

Section 11.6.

The District and the Association will jointly make decisions affecting fringe benefits. These decisions will be made by a permanent Health Insurance Benefits Committee comprised of two (2) representatives of the PSE, two (2) representatives of the OHEA, one (1) representative of the OHBAA and two (2) administrative designees.

ARTICLE XII
VOCATIONAL TRAINING

Section 12.1.

The District will provide a training fund in the amount of five-thousand dollars (\$5,000.00) yearly, for the purpose of providing in-service training programs that are designed to improve the job skills and safety of the bargaining unit. In August of each year, the balance of this training fund will be placed into the PSE medical pool for the following school year.

If attendance is voluntary, the employee may utilize this fund for the payment of tuition, travel expenses, maintenance expenses and materials required for such attendance. Unsuccessful completion of classes or workshops will result in reimbursement to the District by said employee.

Such application must be approved by the employee's supervisor, the PSE Chapter President(s) and final approval will be granted by the Superintendent or his/her designee.

Section 12.1.1.

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

Section 12.2.

Such funds may be utilized for the following purposes.

1 **Section 12.2.1.**

2 Salary and reimbursement for employees subject to this Agreement to attend recognized
3 vocational courses within the State of Washington.

4
5 **Section 12.2.2.**

6 Expenses in materials to establish courses of study within the confines of the District which
7 would be of mutual benefit to the employee and the District.

8
9 **Section 12.2.3.**

10 Purchase of recognized vocational courses from District approved local, State or national
11 institutes which are of benefit to the District and employee subject to this Agreement.

12
13 **Section 12.2.4.**

14 Employees attending training courses required by the District, including first aid, CPR, and
15 other health related training courses, District safety meetings, District scheduled department
16 meetings, maintenance and custodial workshops will be compensated at their appropriate time
17 rate. Fees, tuition, and mileage reimbursement for courses not held in an Oak Harbor School
18 facility will be paid by the District. (Mileage reimbursement for the distance from the
19 employee's work site to the site of the training course and return to the work site only).

20
21 Employees required by Federal or State regulation or by the District, as a condition of initial
22 employment, to become certified or examined or re-certified or re-examined in any fashion will
23 not be eligible for such benefits, but will be expected to complete any such courses or training
24 at their own expense.

25
26 For all training courses funded by the District, the District reserves the right to direct the scope,
27 location, and/or facilities to be utilized pursuant to this section.

28
29 **Section 12.3. Apprenticeship.**

30 The parties agree to participate in the Washington Public School Classified Employees Joint
31 Apprenticeship and Training Committee Program (WPSCEJATC) beginning September 1, 1994.
32 Training will be available for individuals in the Secretarial and Instructional Assistant job categories.

33
34
35
36 **ARTICLE XIII**

37
38 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

39
40 **Section 13.1.**

41 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member
42 of the Association in good standing will, as a condition of employment, maintain membership in the
43 Association in good standing during the term of this Agreement.

44
45 **Section 13.2.**

46 All employees subject to this Agreement who are not members of the Association on the effective date
47 of this Agreement, and all employees who are hired at a time subsequent to the effective date of this

1 Agreement, will, as a condition of employment, become members in good standing of the Association
2 within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire
3 date, whichever is applicable. Such employee will then maintain membership in the Association in
4 good standing during the term of this Agreement.

5
6 **Section 13.3.**

7 The parties recognize that an employee should have the option of declining to participate as a member
8 in the Association, yet contribute financially to the activities of the Association in representing such
9 employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of
10 the membership requirements of the previous sections of this Article, an employee who declines
11 membership in the Association may pay to the Association each month a service charge as a
12 contribution towards the administration of this Agreement. This service charge will be collected by the
13 Association in the same manner as monthly dues.

14
15 **Section 13.4. Association Membership and Check-off.**

16 Any employee who refuses to become a member of the Association or pay the service charge in
17 accordance with the previous sections will be subject to termination upon written request from the
18 Association. Upon notice of impending termination hereunder, an employee may avert termination by
19 submitting written authorization for payroll checkoff as provided for in Section 13.7 below, prior to
20 action by the District's board.

21
22 **Section 13.5.**

23 The District will notify the Association President/Designee of all new hires within ten (10) working
24 days of the hire date. The Association will inform the new hire of the terms and conditions of this
25 Article after notification of hire.

26
27 **Section 13.6.**

28 Nothing contained in this Agreement will require Association membership of employees who object to
29 such membership based on bona fide religious tenets or teachings of a church or religious body of
30 which such employee is a member. Such employee will pay an amount equivalent to normal dues to a
31 nonreligious charity or other charitable organization mutually agreed upon by the employee and the
32 Association. The employee will furnish written proof that such payment has been made. If the
33 employee and the Association cannot agree on such matter, it will be resolved by the Public
34 Employment Relations Commission pursuant to RCW 41.56.

35
36 **Section 13.7. Checkoff.**

37 The District will deduct PSE dues or service charges from the pay of any employee who authorizes
38 such deductions in writing pursuant to RCW 41.56.110. The District will transmit all such funds
39 deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

40
41 **Section 13.8. Hold Harmless.**

42 The Association will indemnify, defend and hold harmless the District against any claims, suits, and/or
43 judgments against the District on account of check-off of association dues or voluntary political
44 contributions.

1 **Section 13.9. Political Action Committee.**

2 The District will, upon receipt of a written authorization form that conforms to legal requirements,
3 deduct from the pay of each bargaining unit employee, the amount of contribution the employee
4 voluntarily chooses for deductions for political purposes and will transmit the same to the Union on a
5 check separate from the Union dues transmittal check. Section 13.8 of the Collective Bargaining

6
7 Agreement will apply to these deductions. The employee may revoke the request at any time. At least
8 annually, the employee will be notified about the right to revoke the request.
9

10
11
12 **ARTICLE XIV**

13
14 **GRIEVANCE PROCEDURE**

15
16 **Section 14.1. Purpose.**

17 The purpose of this procedure is to provide an orderly method of resolving grievances. A determined
18 effort will be made to settle such differences at the lowest possible level in the grievance procedure.
19 Meetings or discussions involving grievances will be scheduled at mutually agreeable times.
20

21 **Section 14.1.1. Definitions.**

- 22
- 23 A. Grievant: A grievant is an employee, or in the case of the Union's contractual rights, the
24 union.
 - 25 B. Grievance: A grievance is defined as a dispute involving the interpretation or
26 application of the specific terms of this Agreement.
 - 27 C. Days: Days in this procedure are normal District office worked. The District agrees to
28 provide PSE with a schedule of office closures during all school breaks. Extensions may
29 be provided to accommodate both schedules.
30

31
32 **Section 14.1.2. Mediation.**

33 The parties may mutually agree to depart from the grievance process at any time in order to
34 resolve the dispute through mediation. In the event agreement is not reached through
35 mediation, the grievance process will resume without prejudice to either party.
36

37 **Section 14.1.3. Timelines.**

38 Grievances will be processed in the following manner and within the stated time limits. Time
39 limits will be calculated commencing on the day after the event or occurrence triggering the
40 running of the time limit. Time limits provided in this procedure may be extended only by
41 mutual written agreement.
42

43 Failure on the part of the Employer at any step of this procedure to communicate the decision
44 on a grievance within the specific or mutually extended time limits will permit the grievant to
45 lodge an appeal at the next step of this procedure.
46

1 Failure on the grievant (employee or union) to present or proceed with a grievance within the
2 specified or mutually extended time limits will render the grievance waived.
3

4 **Section 14.1.4. Representation.**

5 The grievant may waive the union's involvement in the procedures at any step. If the grievant
6 elects not to have union representation, the union will have the opportunity to be present at the
7
8 adjustment of the grievance and to make its views known or will receive the same written
9 responses provided to the grievant.
10

11 **Section 14.2. Process.**

12 **Section 14.2.1. Step 1. Informal Level. Informal Submission of Grievance to Supervisor.**

13 Within twenty (20) days following the occurrence of the event giving rise to the grievance, or
14 twenty (20) days after the event is known or reasonably should have been known, the employee
15 will attempt to resolve the grievance informally with the immediate supervisor. The immediate
16 supervisor will respond informally within ten (10) days of the employee's presentation. The
17 informal presentation and response at this level may be oral or written.
18
19

20 **Section 14.2.2. Step 2. Formal Level. Written Submission of Grievance to Supervisor.**

21 If the grievance is not resolved informally, it will be reduced to writing by the employee who
22 will submit it to the immediate supervisor within twenty (20) days after the employee's
23 informal submission of the grievance at Step 1. The written grievance will contain the
24 following:
25

- 26 A. A statement of the alleged grievance including the facts upon which the grievance is based;
- 27 B. Reference to the specific terms of the agreement which have been allegedly violated; and
- 28 C. Remedy sought.
29

30 In presenting the grievance, the employee may elect to represent himself/herself or be
31 accompanied by a representative of the union. The immediate supervisor will inform the
32 employee and the union in writing of the disposition of the grievance within ten (10) days of
33 the presentation of the grievance.
34

35 **Section 14.2.3. Step 3. Superintendent Level. Written Submission of Grievance to the**
36 **Superintendent.**

37
38 A. Individual Grievance

39 If the grievance is not settled at Step 2 and the Association believes the grievance to be
40 valid, a written statement of grievance will be submitted within ten (10) working days to the
41 District Superintendent or the Superintendent's designee. The Superintendent or his/her
42 designee will review the grievance with the parties involved and provide a written
43 statement of the disposition to the employee with a written copy to the union, within ten
44 (10) days of receipt of the grievance.
45

46 B. Union Grievances

1 A grievance which the union may have against the Employer, limited as aforesaid to
2 matters dealing with the interpretation or application of terms of this Agreement relating to
3 union rights, will be commenced by filing in writing (in the format of Step 2 above) with
4 the Superintendent. Such filing will be within ten (10) days following the occurrence of the
5 event giving rise to the grievance or ten (10) days after the event is known or reasonably
6 should have been known. The Superintendent or his/her designee and the union will have
7 ten (10) days from the receipt of the grievance to resolve it.
8

9 **Section 14.2.4. Step 4. Arbitration**

10 If no settlement is reached in Step 3, the union may request that the matter be submitted to an
11 arbitrator as hereinafter provided:

- 12 A. Written notice of a request for arbitration will be made to the Superintendent within
13 twenty (20) days of receipt of the disposition letter at Step 3.
14
- 15 B. Arbitration will be limited to issue(s) involving the interpretation or application of
16 specific terms of this Agreement.
17
- 18 C. When a timely request has been made for arbitration, the parties will attempt to select
19 an impartial arbitrator to hear and decide the particular case. If the parties are unable to
20 agree to an arbitrator within ten (10) days after submission of the written request for
21 arbitration, the provisions of paragraph (d) below will apply to the selection of an
22 arbitrator.
23
- 24 D. In the event an arbitrator is not agreed upon as provided in paragraph (c), above, the
25 parties will jointly request the American Arbitration Association to submit a panel of
26 nine (9) arbitrators who reside and practice in Washington or Oregon. Such request will
27 state the issue of the case and ask that the nominees be qualified to handle the type of
28 case involved. When notification of the names of the nine (9) arbitrators is received, the
29 parties will each independently strike from the list those unacceptable arbitrators and will
30 rank, in order of preference, the remaining arbitrators.
31
- 32 E. The parties will then meet and compare their lists. From among the mutually
33 acceptable arbitrators, the one with the lowest combined preference number will be the
34 arbitrator. In the event of a tie between two or more arbitrators, a single arbitrator will be
35 chosen by lot. In the event there are no mutually acceptable arbitrators on the panel, the
36 parties, in turn, will have the right to strike a name from the panel until only one (1)
37 name remains. The remaining person will be the arbitrator. The right to strike the first
38 name from the panel will be determined by lot.
39
- 40 F. In the event either party is dissatisfied with the credentials of the arbitrators whose names
41 are on the first panel offered by the American Arbitration Association, such party can
42 summarily reject that panel and insist on a second panel. Selection must be made from
43 the second panel.
44
- 45 G. Arbitration proceedings will be in accordance with the following:
46

- 1 1. The arbiter, once appointed, will inform the parties as to the procedures which will be
2 followed.
- 3
- 4 2. The arbiter will hear and accept pertinent evidence submitted by both parties and will be
5 empowered to request, through subpoena if necessary, such data and testimony as the
6 arbiter deems pertinent to the grievance and will render a decision in writing to both
7 parties within thirty (30) days, unless mutually extended, of the closing of the record.
8
- 9
- 10 3. The arbiter will be authorized to rule and issue a decision in writing on the issue(s)
11 presented for arbitration which decision will be final and binding on both parties.
12
- 13 4. The arbiter will rule only on the basis of information presented at the hearing and will
14 refuse to receive any information after the hearing except by mutual agreement.
15
- 16 5. Each party to the proceedings may call such witnesses as may be necessary in the order
17 in which their testimony is to be heard. Such testimony will be limited to the matters
18 set forth in the written statement of grievance.
19
- 20 The arguments of the parties may be supported by oral comment and rebuttal. Either or
21 both parties may submit written briefs within a time period mutually agreed upon. Such
22 arguments of the parties, whether oral or written, will be confined to and directed at the
23 matters set forth in the grievance.
24
- 25 6. Each party will pay any compensation and expenses relating to its own witnesses or
26 representatives.
27
- 28 7. The arbiter will specify in the award that the Employer or the Union, whichever is ruled
29 against by the arbiter, will pay the compensation of the arbiter including necessary
30 expenses.
31
- 32 8. The total cost of the stenographic record, if requested, will be paid by the party
33 requesting it. If the other party also requests a copy, that party will pay one-half (1/2)
34 of the stenographic cost.
35

36 **Section 14.3. Binding Effect of Award.**

37 All decisions arrived at under the provisions of this Article by the representatives of the Employer and
38 the Union at Steps 1, 2 and 3, or by the arbiter, will be final and binding upon both parties; provided,
39 however, that in arriving at such decision neither of the parties or the arbiter will have the authority to
40 alter this Agreement in whole or in part.
41

42 **Section 14.3.1. Limits of the Arbiter.**

43 The arbiter cannot order the Employer to take action contrary to law.
44

1 **Section 14.3.2. No Duty to Maintain Status Quo.**

2 The Employer has no duty to maintain the status quo or to restore the status quo pending
3 arbitration. But if return to the status quo is ordered by the arbiter, the return will be affected as
4 per the arbiter's award.

5
6 **Section 14.3.3. Freedom from Reprisal.**

7 There will be no reprisals against the grievant or others as a result of his/her participation in
8 this process.

9
10
11 **ARTICLE XV**

12
13 **TRANSFER OF PREVIOUS EXPERIENCE**

14
15 **Section 15.1.**

16 When any employee leaves any school district within the State and commences employment within
17 this District, the employee will retain the same leave benefits and other benefits that the employee had
18 in the previous position.

19
20 If this District has a different system for computing leave benefits and other benefits, the employee
21 will be granted the same leave benefits and other benefits as an employee in this District who has
22 similar occupational status and total years of service.

23
24 Seniority rights will not be transferred in any manner. Longevity rights (the number of years of service
25 in a position) will be fully transferable (for placement on salary schedule, vacation schedule, etc.) and
26 will be considered as "other benefits".

27
28 An employee who leaves employment with this District and returns will be treated in the same manner
29 as above.

30
31
32 **ARTICLE XVI**

33
34 **SALARIES AND EMPLOYEE COMPENSATION**

35
36 **Section 16.1.**

37 Employees will be compensated in accordance with the provisions of this Agreement for all hours
38 worked.

39
40 **Section 16.2.**

41 Salaries contained in Schedule A will be for the entire term of this Agreement, subject to the terms and
42 conditions of Section 16.2.1., 16.2.2., and 16.2.3.

43
44 **Section 16.2.1. Inflationary Adjustment.**

45 For each school year of the contract, all steps on Schedule A will be increased by the state-
46 funded inflationary adjustment, if any, applicable to all classified employees, without deducting

1 increments, effective on September 1 of each school year or immediately on receipt if later than
2 September 1.

3
4 **Section 16.2.2. Additional Wage Increases.**

5 Prior to implementing the inflationary adjustment, the district will implement any additional
6 increases first. When implementing wage increases, the District will apply the increase to the
7 base wage rate step 1 for the position in question. The increase will then be calculated for the
8 remaining steps by increasing the wage rate from the prior step by a factor of 2%, thereby
9 maintaining a consistent increment of 2% between steps for a given position. The following
10 increases will be applied to Schedule A during the term of this Agreement:

- 11
12 2017-18 Increase all positions on Schedule A by 8% plus COLA/flow-through of 2.3% (this
13 change is already reflected on the attached Schedule A).
14
15 2018-19 The District will pass through the state-funded inflationary adjustment pursuant to
16 Section 16.2.1, above.
17
18 2019-20 Increase all positions on Schedule A by 6%, plus any state-funded inflationary
19 adjustment.
20

21 **Section 16.3.**

22 Retroactive pay, if applicable, will be paid as soon as possible but in no event later than the second
23 regular payday following execution of this Agreement. In the case of retroactive pay resulting from
24 negotiations pursuant to Article XVII, Section 17.1, such retroactive pay will be paid on the first
25 regular payday following agreement on such schedule, if possible and in any case not later than the
26 second regular payday.
27

28 **Section 16.4.**

29 Incremental steps, where applicable, will take effect on September 1. Incremental steps for new
30 employees whose anniversary dates occur between September 1 and January 31 will be effective on
31 the following September 1. Employees whose anniversary dates occur between February 1 and August
32 31 will receive incremental steps effective the September 1 following their first anniversary.
33

34 **Section 16.5**

35 In addition to the increment steps set forth on Schedule A to this Agreement, employees will receive
36 the following longevity bonuses based on their continuous years of total service within the bargaining
37 unit:

- 38 15 years: \$0.75 per hour
39 20 years: \$0.75 per hour
40
41

42 These amounts will be added to the employee's hourly wage starting on the fifteenth (15th) and
43 twentieth (20th) anniversary of the employee's hire date. Effective September 1, 2019, the 20-year
44 longevity bonus will increase to \$1.00 per hour.
45

1 **Section 16.5.**

2 Any employee who changes job positions within classifications will receive full longevity credit
3 regarding step placement on Schedule A. If an employee moves to a higher paying classification, the
4 employee will be placed on the appropriate step to insure a salary increase.

5
6 **Section 16.6.**

7 For the purpose of calculating daily hours, employees will be compensated for the time worked. There
8 will be no rounding up or rounding down to the next quarter hour.

9
10 **Section 16.7.**

11 Employees authorized to drive personal vehicles from one school building to another in the course of
12 their work will receive a mileage allowance equal to the rate recognized by the IRS for reimbursement
13 purposes. The same allowance will be paid for authorized use of personal cars for out-of-District
14 travel.

15
16 **Section 16.8.**

17 Employees required to remain overnight on District business will be reimbursed for reasonable room
18 and board.

19
20 **Section 16.9.**

21 Employees hired after September 1, 1995 may be required by the District to receive their monthly
22 paychecks via electronic deposit.

23
24 **Section 16.10.**

25 Upon verification, employees working within the Para Educator or Library Technician/ISS positions of
26 the Instructional Assistant classification, who have met ESEA/Title I requirements, receive an
27 additional stipend of twenty-five cent (\$0.25) per hour added to their wage rate shown on Schedule A.
28 Paraeducators working in Choices and Life Skills classrooms will receive an additional one dollar
29 (\$1.00) per hour.

30
31 **Section 16.11.**

32 The District will reimburse up to \$300 per year to Grounds and Maintenance employees for
33 documented purchases of coveralls, boots, or other required work gear.

34
35
36 **ARTICLE XVII**

37
38 **TERM AND SEPARABILITY OF PROVISIONS**

39
40 **Section 17.1.**

41 The term of this Agreement will be September 1, 2017 to August 31, 2020.

42
43 **Section 17.2.**

44 All provisions of this Agreement will be applicable as mutually agreed upon by the parties in this
45 Agreement. This Agreement may be reopened and modified at any time during the term of this
46 Agreement only upon mutual consent of the parties in writing.

1 **Section 17.3.**

2 In the event of a substantial reduction in State or Federal funding, either party may reopen economic
3 provisions of this Agreement.
4

5 **Section 17.4.**

6 If any provision of this Agreement or the application of any such provision is held invalid, the
7 remainder of this Agreement will not be affected thereby.
8

9 **Section 17.5.**

10 Neither party will be compelled to comply with any provision of this Agreement which conflicts with
11 State or Federal statutes or regulations promulgated pursuant thereto.
12

13 **Section 17.6.**

14 In the event either Section 17.4 or 17.5 apply to any provision of this Agreement, such consideration
15 for reopening will be in accordance with the terms of Section 17.2.
16
17

18 **ARTICLE XVIII**

19 **TRANSPORTATION**
20
21

22 **Section 18.1. Transportation.**

23 Recognizing that personnel in the Transportation classification present special shift problems, the
24 parties agree that shifts will be established in the Transportation classification in relation to routes and
25 driving time requisite to fulfilling tasks as assigned by the Transportation Director.
26

27 **Section 18.2. Pre-Trip.**

28 Bus drivers will receive pay for fifteen (15) minutes per day, per assigned bus, for the purpose of
29 warm-up, and operational checks, in addition to the actual hours of driving time. These fifteen (15)
30 minutes will not be available as paid time if the bus was previously checked that day by the same
31 driver.
32

33 **Section 18.3. Post Trip**

34 In establishing route time, a ten (10) minute post-trip will be added to drive time, to allow time for
35 drivers to perform post-trip duties as assigned by the supervisor. Each driver will clock out promptly
36 after completion of his/her assignment(s). If the driver falls behind schedule, the driver will promptly
37 notify the Transportation Director, or designee, of the delay. When possible, interior cleaning should
38 be done during layover. Checking lights, tires, damage, looking for lost items and sweeping of buses
39 will occur after each run with a minimum of ten (10) minutes to complete said tasks. Trash will be
40 emptied and battery switch turned off at the end of each day. If more extreme cleaning is needed than
41 can be accomplished within the ten (10) minutes, prior approval is needed from the Transportation
42 Director or designee
43

44 **Section 18.4.**

45 Each bus driver will report for work at a time designated by the District. Reporting time for each route
46 will be posted when routes are established by the District, consistent with Sections 18.8 and 18.9. Pre-

1 trip/post-trip bus inspections and bus interior cleanup will be completed within the limits of each
2 driver's clock-in and targeted clock-out time.

3
4 **Section 18.5. Clock in/Clock out.**

5 Each driver will clock in on the time clock at the reporting time as designated by the District.
6 Designated clock-in time will be at least five (5) minutes before scheduled departure time. Each driver
7 will clock out at their designated targeted clock-out time.

8
9 **Section 18.6. Driving Schedules and Assignments.**

10 Driving time will commence with the departure from the bus yard and will conclude upon arrival at the
11 bus yard. If there are thirty (30) minutes or less between assignments, the basic salary rate will
12 continue uninterrupted. If there are more than thirty (30) minutes between assignments, the base
13 hourly rate will cease at the conclusion of the assignment, providing the assignment ends at the bus
14 yard, and will commence at the beginning of the next assignment. All assignments will begin and end
15 at the bus yard. A normal regular work shift or workday for bus drivers will be defined as that shift or
16 day in which the driver is driving his/her regular route, mid-day route, shuttle, transfer and/or fuel and
17 clean the same time day after day. Drivers will receive a minimum of one (1) hour for attending staff
18 meetings. Only classified employees, classified as bus drivers, meeting State requirements for a school
19 bus driver, will be used to drive regularly scheduled runs or school buses (school buses defined as any
20 vehicle used to transport school children having a capacity of twelve (12) or more people) unless an
21 emergency should arise requiring the use of other qualified drivers, as determined by the District. An
22 exception to these requirements is the use of the NJROTC bus.

23
24 **Section 18.7. Routes**

- 25 A. A regular route is defined as a route transporting students to and/or from home in the AM and PM
26 on a regularly scheduled work day.
- 27
- 28 B. A mid-day route is defined as a route transporting students to and/or from home in the middle of
29 the school day.
- 30
- 31
- 32 C. A shuttle route is defined as a run transporting students between schools and/or learning centers
33 within school hours.
- 34
- 35 D. A transfer route is defined as a run that carries students who board one bus at their original home
36 bus stop location and then transfer to another bus en route to their school destination and return.
37 Upon approval of the Director, a driver may choose to not continue driving a transfer run at any
38 time. When this occurs, the next most senior available driver who wants such transfer run will then
39 take the run for the remainder of the school year. For purposes of bidding under Section 18.9D,
40 below, transfer runs are considered to be separate entities.
- 41
- 42 E. "Fuel and clean" is defined as a separately bid work opportunity for employees to fuel and clean
43 the exterior of district buses. The district may post fuel and clean work based on district need, or
44 individual drivers of small buses may be assigned to clean their own buses as part of the posted
45 route.

1 **Section 18.8. Publishing Routes.**

2 The Transportation Director will publish as early in the school year as practicable, before September
3 27th, the District plan for transportation in support of the regular school curriculum. The District plan
4 will include the following minimum information; route/routes to be driven, pickup and delivery times,
5 stops, and driving time(s) for each route.
6

7 **Section 18.9. Bidding Process.**

- 8 A. The Transportation Director will assign routes temporarily as necessary to begin the school year.
9 Subject to the provisions of sections B and C below, drivers will be assigned their regular routes.
10 Subject to the provisions of Section 18.8 drivers will bid on transfers, mid-day routes, shuttles, fuel
11 and clean for the year by seniority.
12
- 13 B. A regular route that is substantially unchanged from one year to the next may, at the driver's
14 option, be maintained by the driver assigned it the previous year, unless the Transportation Director
15 determines that a reassignment should be made in the best interests of the District. A substantial
16 change is defined as more than one-(1) hour difference in total time per day. If the Transportation
17 Director makes such a determination, the specific reasons for the change will be put in writing
18 upon the request of the affected employee. When such a change is made, the affected driver will
19 be reassigned to another route on the basis of seniority.
20
- 21 C. If no driver requests special education routes, or if in the judgment of the Transportation Director,
22 drivers who request such routes are not qualified, the Transportation Director has the discretion to
23 assign such routes. If affected employee(s) request written rationale for being found to be not
24 qualified for such routes, the Transportation Director will provide the employee with such written
25 rationale.
26
- 27 D. After regular routes have been assigned, mid-day routes will be assigned per seniority starting with
28 the most senior available driver until all mid-day routes have been assigned. After mid-day routes
29 have been assigned, transfer runs will be assigned per seniority starting with the most senior
30 available driver. It is understood that transfer runs in the AM and PM and mid-day may be
31 assigned to the most senior driver at that location not working at that time.
32
- 33 E. A second bid for midday and routes newly established during the current school year based on
34 routing software and actual time will occur on or before September 27. In determining actual time,
35 the District will consider driver input received within two weeks of the original route assignment.
36
- 37 F. If regular drivers are ill or absent for other reasons, regular drivers who are available will receive
38 such "extra assignments." Such assignment will be on a seniority basis starting with the most senior
39 available driver.
40
- 41 G. Trip Driver(s), if not already assigned to an extra trip, may be assigned by the Transportation
42 Director to drive for regular drivers who are ill or absent for other reasons.
43

44 **Section 18.10. New Assignments and Open Routes.**

45 A. New assignments will be defined as any work or time that has not been assigned to a driver before.
46

- 1 B. Open routes will be defined as a route that has become vacant and which the District decides to
2 continue.
- 3
- 4 C. New assignments and/or open routes will be open to bid and posted only in the Transportation
5 Department. The most senior driver to bid will be awarded the new assignment and/or open route
6 until all drivers currently hired have a route assigned.
- 7

8 **Section 18.11. Route Changes.**

9 Route assignments will not be changed during the year, except in the best interests of the District as
10 determined by the Transportation Director. In the event that the Transportation Director determines
11 that an assignment should be changed during the year, he/she will put in writing his/her reasons for the
12 change, and deliver copies to the affected drivers who request such written documentation. In the
13 event such changes are made, seniority as described above, will apply.

14

15 **Section 18.12. Trips.**

- 16 A. All other transportation activities will be considered trips. Trips two (2) hours or less per day that
17 occur more than once per week, will be considered one (1) trip (e.g., activity runs, bowling,
18 swimming, etc.).
- 19
- 20 B. Drivers will not be considered eligible for trip assignments if it requires the District to pay
21 overtime. Drivers may not forfeit a portion of their regular daily route or assignment in order to
22 qualify for trips (except for the portion that conflicts with the trip itself).
- 23
- 24 C. The District may, depending on staffing needs as determined by the District, employ drivers who
25 will be assigned only to trips. In the event the District employs drivers who are assigned as “Trip
26 Drivers,” regular drivers may apply and will be considered for such employment consistent with
27 the terms of this Agreement.
- 28
- 29 D. Whenever possible trips will be bid in weekly blocks and will be posted at least one week in
30 advance. Trips will be selected first by Trip Driver(s) up to forty (40) hours per week (Mondays
31 through Sundays).
- 32
- 33 E. All remaining trips will be assigned on a seniority basis. Drivers will sign up for trips by first,
34 second, and third choice. The trips will be assigned by choice (first, second and third), number of
35 previous trips taken and seniority. If a driver turns down a trip for any reason, that driver will not
36 be eligible for another trip until the next list of trips is posted.
- 37
- 38 F. An event shuttle does not count as a trip. It is an extra run needed to take students to and/or from
39 District events within school hours. Event shuttles will be assigned to the most senior eligible
40 driver.
- 41

42 **Section 18.13. Random Drug Testing.**

43 Random drug testing for bus drivers will be guided by the following concepts:

- 44
- 45 A. Employees who voluntarily come forward to inform the District of a drug and/or alcohol
46 dependency and of their immediate intent to enter a licensed treatment program will be granted
47 leave without pay. The notification of intent to enter a licensed treatment program must occur

1 prior to any notification of the need for a drug test. Procedures for reinstatement to driving duties
2 will be applied uniformly and consistently.

- 3 B. Employees will not be required to undergo testing on a non-working day.
- 4 C. All costs involved in any District testing and evaluation procedures will be borne by the District.
- 5 D. Employees required to undergo testing will be given the opportunity by the District to review
6 testing policies and procedures prior to the time of testing.
- 7 E. Testing results, including the fact that an employee is tested, will remain confidential. Any written
8 materials or information associated with such testing will be retained in a secure confidential file to
9 which only the Superintendent and/or designee will have access.
- 10 F. Employees will be placed on paid leave of absence during any period they are off work due to
11 testing or evaluation requirements or results and prior to a final determination of employment
12 status.
- 13 G. Any driver with a confirmed positive test will be suspended with pay pending an investigation. A
14 confirmed positive drug test will result in termination of employment. Failure of a split test will
15 result in termination of employment.

16
17 **Section 18.14.**

18 Drivers who meet the qualifications for a driver trainer will be paid the appropriate Schedule A rate for
19 time spent training new bus drivers.

20
21 **Section 18.15.**

22 Regular drivers will not be assigned trips that conflict with their regular routes during the first two (2)
23 weeks of the school year.

24
25 **Section 18.16.**

26 Bus Drivers attending the District-provided state in-service will be compensated up to four (4) hours at
27 their regular rate and bus drivers attending state-required First Aid training will be compensated up to
28 eight (8) hours at their regular rate.

29
30 **Section 18.17. Use of Video Cameras.**

31 Video cameras on school buses are a tool to assist the driver in monitoring students on the bus. All buses
32 where cameras are utilized will have signs notifying riders that video cameras may be in use. It is
33 understood that bus video recordings are subject to disclosure as public records and as such may be
34 viewed by anyone at any time, and may be used like any other evidence in cases involving safety
35 concerns or employee discipline. However, bus videos will not be reviewed randomly by supervisors or
36 used to monitor employee performance except in response to a specific concern regarding the employee,
37 or with prior approval of the employee and the Association. If a recording is viewed by authorized
38 District personnel, the assigned bus driver depicted will be notified and afforded an opportunity to view
39 the relevant portion of the recording, or participate in the initial viewing.

40
41 Records will be kept by the Transportation Department regarding: date of removal of recording(s) from
42 the bus, bus number, driver name, Transportation Supervisor, individuals viewing the recording, and
43 action taken as a result of the viewing. The video recording will be pulled and logged by the bus
44 mechanic upon request of the driver or the Transportation Supervisor. Any time a video recording is to
45 be used to support employee disciplinary action; the recording will be kept on file for as long as deemed
46 necessary by the District.

1 **18.18. Reimbursement for Physicals.**

2 The District will arrange for approved medical providers to directly bill the District for the cost of job-
3 related physicals for the renewal of employees' Commercial Driver's License.

4
5 Alternatively, at the employee's option, the district will reimburse the out of pocket cost of required
6 physicals for transportation employees, not to exceed forty dollars (\$40.00) every two years. It will be
7 the sole responsibility of individual employees to bring in their receipts for reimbursement if they
8 choose this option.

9
10 **18.19 Call Out Pay for Bus Drivers**

11 The following will constitute a minimum two-hour call in and will be paid accordingly:

- 12
- 13 a. Any assignment outside the driver's regular route and outside the 30-minute window of any
- 14 other assignment as per Section 18.6, above.
- 15 b. Any failure of notification for a cancelled trip or route.
- 16 c. All summer school routes (applies to each AM and PM).
- 17 d. Scheduled and nonscheduled trips which will be awarded to regular drivers on a seniority basis.
- 18 e. Driving any new routes including AM, mid, or PM until the route is bid and awarded.
- 19 f. Any seniority bypass resulting in missed driving opportunities.
- 20

21 Should said assignment be less than two hours, the District reserves the right to direct the employee's
22 work for the balance of the two hours. Should a driver decline to work for the balance of the two hours,
23 the driver will be paid for drive time only. Should a driver be bypassed despite being the most senior
24 driver, the driver will not have to work the two hours to receive the two-hour call in pay.

25
26
27 PUBLIC SCHOOL EMPLOYEES
28 OF WASHINGTON/SEIU Local 1948

29
30 PUBLIC SCHOOL EMPLOYEES OF
31 OAK HARBOR

OAK HARBOR SCHOOL DISTRICT #201

32
33
34
35 BY: _____
36 Colleen Herrick, Chapter Co-President

BY: _____
Dr. Lance Gibbon, Superintendent

37
38
39
40 BY: _____
41 Linda Preder, Chapter Co-President

42
43
44
45 DATE: _____

DATE: _____

Schedule A
Oak Harbor
September 1, 2017 – August 31, 2018

Steps	1	2	3	4	5	6	7	8
Accounting Assistants								
Accounts Payable	21.67	22.10	22.54	22.99	23.45	23.92	24.40	24.89
Accounts Rec/Payroll	21.97	22.41	22.86	23.32	23.79	24.27	24.76	25.26
Payroll	24.62	25.11	25.61	26.12	26.64	27.17	27.71	28.26
Custodial								
Head Custodian	19.93	20.33	20.74	21.15	21.57	22.00	22.44	22.89
Custodian	18.67	19.04	19.42	19.81	20.21	20.61	21.02	21.44
Stadium/Field Coordinator	22.59	23.04	23.50	23.97	24.45	24.94	25.44	25.95
SUB Coordinator	22.59	23.04	23.50	23.97	24.45	24.94	25.44	25.95
Warehouse								
Warehouse	21.92	22.36	22.81	23.27	23.74	24.21	24.69	25.18
Delivery	18.04	18.40	18.77	19.15	19.53	19.92	20.32	20.73
Science Center Clerk	15.17	15.47	15.78	16.10	16.42	16.75	17.09	17.43
Food Service								
Lead Cook	17.76	18.12	18.48	18.85	19.23	19.61	20.00	20.40
Food Service Worker	15.13	15.43	15.74	16.05	16.37	16.70	17.03	17.37
Grounds								
Lead Groundskeeper	23.17	23.63	24.10	24.58	25.07	25.57	26.08	26.60
Groundskeeper	21.50	21.93	22.37	22.82	23.28	23.75	24.23	24.71
Instructional Assistants								
Lunchroom Supervisor	14.47	14.76	15.06	15.36	15.67	15.98	16.30	16.63
Office Assistant	16.08	16.40	16.73	17.06	17.40	17.75	18.11	18.47
Para Educator	16.19	16.51	16.84	17.18	17.52	17.87	18.23	18.59
Life Skills/Choices Para	17.19	17.51	17.84	18.18	18.52	18.87	19.23	19.59
Para Educator w/stipend *	16.44	16.76	17.09	17.43	17.77	18.12	18.48	18.84
Life Skills/Choices Para w/stipend*	17.44	17.76	18.09	18.43	18.77	19.12	19.48	19.84
Library Tech/ISS	16.75	17.09	17.43	17.78	18.14	18.50	18.87	19.25
Library Tech/ISS w/stipend *	17.00	17.34	17.68	18.03	18.39	18.75	19.12	19.50
CDS Assistants	18.74	19.11	19.49	19.88	20.28	20.69	21.10	21.52
Vision Assistants	17.21	17.55	17.90	18.26	18.63	19.00	19.38	19.77
Interpreter	18.04	18.40	18.77	19.15	19.53	19.92	20.32	20.73
Maintenance								
Carpenter/Locksmith	26.14	26.66	27.19	27.73	28.28	28.85	29.43	30.02
Painter	24.70	25.19	25.69	26.20	26.72	27.25	27.80	28.36
Electrician	28.98	29.56	30.15	30.75	31.37	32.00	32.64	33.29
Plumber/Boiler	28.98	29.56	30.15	30.75	31.37	32.00	32.64	33.29
H VAC Manager	28.98	29.56	30.15	30.75	31.37	32.00	32.64	33.29
General Maintenance	23.14	23.60	24.07	24.55	25.04	25.54	26.05	26.57
Secretarial/Clerical								
Level 1	17.39	17.74	18.09	18.45	18.82	19.20	19.58	19.97
Level 2	18.10	18.46	18.83	19.21	19.59	19.98	20.38	20.79
Level 3	19.31	19.70	20.09	20.49	20.90	21.32	21.75	22.19
Level 4	19.90	20.30	20.71	21.12	21.54	21.97	22.41	22.86
Security								
Security Officer	17.27	17.62	17.97	18.33	18.70	19.07	19.45	19.84
Parking Officer	15.56	15.87	16.19	16.51	16.84	17.18	17.52	17.87

Schedule A - continued
Oak Harbor
September 1, 2017 – August 31, 2018

Steps	1	2	3	4	5	6	7	8
Information Services								
Audio Visual	19.28	19.67	20.06	20.46	20.87	21.29	21.72	22.15
Computer Technician	22.88	23.34	23.81	24.29	24.78	25.28	25.79	26.31
Network Technician	28.28	28.85	29.43	30.02	30.62	31.23	31.85	32.49
Network Tech II/Tech Trainer	30.26	30.87	31.49	32.12	32.76	33.42	34.09	34.77
Transportation								
Transportation Dispatcher	18.59	18.96	19.34	19.73	20.12	20.52	20.93	21.35
Bus Driver	20.15	20.55	20.96	21.38	21.81	22.25	22.70	23.15
Router/Driver Trainer	22.04	22.48	22.93	23.39	23.86	24.34	24.83	25.33
Lead Mechanic	25.59	26.10	26.62	27.15	27.69	28.24	28.80	29.38
Mechanic	23.11	23.57	24.04	24.52	25.01	25.51	26.02	26.54
Professional Technical								
Career Specialist	22.34	22.79	23.25	23.72	24.19	24.67	25.16	25.66
Community Resources	19.75	20.15	20.55	20.96	21.38	21.81	22.25	22.70
Families in Transition Support Spec	21.92	22.36	22.81	23.27	23.74	24.21	24.69	25.18
COTA	23.49	23.96	24.44	24.93	25.43	25.94	26.46	26.99
SAP Coordinator	23.86	24.34	24.83	25.33	25.84	26.36	26.89	27.43
Preventionist/Interventionist	23.86	24.34	24.83	25.33	25.84	26.36	26.89	27.43
ATOD Preventionist	23.86	24.34	24.83	25.33	25.84	26.36	26.89	27.43
* Pay rate for those qualified under section 16.10								

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APPENDIX A
Secretarial/CLERICAL POSITIONS BY LEVEL

Clerical Level 1

OHHS Receptionist
ASC Receptionist/Secretary**
Student Learning Plan Coordinator
OHHS Data Processor
Classified Substitute Specialist

Clerical Level 2

MS Attendance
MS Registrar
MS Data Processor
HS Attendance
Information Services Support
Maintenance & Grounds Secretary
Home School Secretary*
Truancy Officer
Science Center Secretary
OHHS Counseling Secretary
OHHS Counseling Secretary/Data Processor
MS Attendance/Registrar

Clerical Level 3

Substitute Specialist Secretary
OHHS Registrar
Special Programs Secretary
Teaching and Learning Secretary
Associate Principal Secretary

Clerical Level 4

Principal Secretary
Career & Tech Secretary
Special Programs Secretary
ASB Bookkeeper
Construction Secretary
Operations/Communications Director's Secretary
Athletic Director's Secretary
Athletic Director/Associate Principal Secretary

*Current employee grandfathered in Level 3

**Current employee grandfathered in Level 2