

COLLECTIVE BARGAINING AGREEMENT BETWEEN

COLUMBIA SCHOOL DISTRICT #400

AND

**PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
COLUMBIA / BURBANK CHAPTER**

SEPTEMBER 1, 2017 - AUGUST 31, 2021



Public School Employees of Washington/SEIU Local 1948

www.pseclassified.org

P.O. Box 798

Auburn, Washington 98071-0798

1.866.820.5652

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I RECOGNITION	1
ARTICLE II MANAGEMENT RIGHTS	1
ARTICLE III RIGHTS OF THE EMPLOYEES	2
ARTICLE IV RIGHTS OF THE ASSOCIATION	4
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	5
ARTICLE VI LABOR MANAGEMENT COMMITTEE	5
ARTICLE VII LEAVES	6
ARTICLE VIII VACATIONS	8
ARTICLE IX HOLIDAYS	9
ARTICLE X INSURANCE	10
ARTICLE XI HOURS OF WORK AND OVERTIME	11
ARTICLE XII GRIEVANCE PROCEDURE	16
ARTICLE XIII PROBATION, SENIORITY AND LAYOFF PROCEDURES	17
ARTICLE XIV DISCHARGE AND EVALUATION OF EMPLOYEES	19
ARTICLE XV ASSOCIATION MEMBERSHIP AND CHECKOFF	20
ARTICLE XVI RETIREMENT	21
ARTICLE XVII TRANSFER OF EXPERIENCE	21
ARTICLE XVIII DURATION AND WAGES	21
SIGNATURE PAGE	23
SCHEDULE A	24-25
EMPLOYEE EVALUATION (4 pages - attached)	26-29
MEMORANDUM OF UNDERSTANDING – Insurance (attached)	30
LETTER OF AGREEMENT – Reclassification Asst. Cooks (attached)	31

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

P R E A M B L E

This Agreement is made and entered into between Columbia School District (hereinafter "District") and Public School Employees of Washington/SEIU Local 1948, Columbia /Burbank Chapter of Columbia School District (hereinafter "Association").

A R T I C L E I

R E C O G N I T I O N

Section 1.1.

The District recognizes the Association as the sole and exclusive bargaining unit for all regular full-time and regular part-time classified employees in the following job classifications: Transportation, Educational Support, Secretarial, Custodial/Maintenance, and Food Service. Excluded from the bargaining unit are the Administrative Assistant, Secretary to the Superintendent, Maintenance Supervisor, and all other employees of the District.

A R T I C L E I I

M A N A G E M E N T R I G H T S

Section 2.1.

The parties agree that all rights, powers, functions, and authority of management are vested in the District. Such rights, powers, functions, and authority include but are not limited to the right to direct the work force, the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means and the personnel by which operations undertaken by the employees in the unit are to be conducted.

Section 2.2. Drug And Alcohol Testing.

In the event the District has reasonable cause to suspect that an employee may be under the influence of alcohol or illegal drugs while performing the responsibilities of his/her employment with the District, the District shall have the right to require that such employee subject him/her self to drug and/or alcohol testing. The complete cost of such testing shall be at District expense. In the event that the test results are positive, the employee is entitled to a second test which may include (at the employee's option) use of the Gas Chromatograph or other proven test of equal or greater validity. The second test shall be at the employee's expense unless the second test contradicts the results of the first test; in which case, the District shall pay for the second test.

In the event that testing remains positive, the District shall follow the requirements of the Just Cause provision of this Agreement and shall provide, at its expense, for reasonable rehabilitation efforts when such are warranted.

1 **Section 2.2.1.**

2 The District shall have the right to include drug and alcohol testing for pre-employment, post
3 accident or follow-up before return to duty.
4
5
6

7 **ARTICLE III**
8
9 **RIGHTS OF EMPLOYEES**
10

11 **Section 3.1.**

12 It is agreed that the employees in the unit defined herein shall have and shall be protected in the exercise
13 of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The District
14 will not, directly or indirectly interfere with, restrain, coerce, or discriminate against any employee in the
15 exercise of these rights.
16

17 **Section 3.2.**

18 Each employee shall have the right to bring matters of personal concern to the attention of the
19 appropriate Association representatives and/or appropriate officials of the District.
20

21 **Section 3.3.**

22 Employees subject to this Agreement have the right to have Association representatives or other persons
23 present at discussions between themselves and supervisors or other representatives of the District as
24 hereinafter provided.
25

26 **Section 3.4.**

27 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,
28 exclusive of compensation for services rendered, to appropriate officials of the Association.
29

30 **Section 3.5.**

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

36 **Section 3.6.**

37 Each employee reserves the right to see all material placed in his/her personnel file and to review the
38 entire file upon request, provided that the request is made during regular working hours at the District
39 personnel office. Disciplinary material contained in the file shall, upon request, be removed two (2)
40 years after its placement in the file. No material shall be placed in the personnel file without first being
41 brought to the attention of the employee.
42

43 **Section 3.6.1.**

44 The following progression of employee discipline shall generally be followed: verbal warning,
45 written reprimand, suspension, termination. When an employee receives a written reprimand or
46 warning from a supervisor that is to be placed in his/her personnel file, the employee will be
47 expected to sign the form, such signature only indicating that he/she is aware of its existence.
48 Such notice to the employee shall be considered as adequate notice that a written response to

1 the reprimand may be completed to be attached to the reprimand document which is kept in the
2 personnel file. Upon receipt of an employee's signed response, the District shall include it
3 within the personnel file.
4

5 **Section 3.7.**

6 In all disciplinary actions where formal, written charges are to be given an employee, the District will
7 give the following notice:
8

- 9 A. Minimum notice of twenty-four (24) hours prior to the meeting time;
- 10 B. Give the employee a copy of the written charges a minimum of twenty-four (24) hours prior to
11 the meeting time.
- 12 C. Inform the employee that he/she has the right to have representatives of their choosing at the
13 meeting.
14

15 **Section 3.8. Definitions of Employees.**

16 **Regular Employee.** - Is one who has a regular daily assignment.
17

18 **Substitute Employee.** - Is one who is employed sporadically to fill a position of a full-time, regular
19 or temporary classified employee in an existing position. A substitute employee who works one-
20 sixth (1/6th) of a normal academic year in any one (1) year or preceding year, will be
21 represented for wages as outlined in Schedule A and will have no other contractual benefits as per
22 (WAC 391-35-350).
23

24 **Temporary Employee.** - Any time a regular position is known to be vacated for forty (40)
25 consecutive workdays, it shall become a temporary position and shall be posted indicating the
26 approximate duration listed on the posting. Regular employees may apply and will be assigned
27 according to Article XIII, Section 13.3. If a regular employee fills the temporary position, his/her
28 position will be posted as a temporary position and filled by a qualified regular employee or a
29 substitute. In no case will more than two (2) employees be allowed to change positions. Any
30 subsequent employee's position will not be posted, but will be filled by a substitute.
31
32

33 All regular employees affected by a temporary move will return to their former positions and
34 appropriate rates of pay when the temporary position has expired.
35

36 New employees who are assigned to a temporary position will earn seniority, vacation and wages
37 appropriate to the position in accordance with this Agreement after ninety (90) consecutive days.
38 Benefits shall be accrued and can be accessed after being earned; provided however, benefits will
39 only be paid to one (1) employee per position.
40
41
42
43
44
45
46
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association has the right and responsibility to represent the interests of all employees in the unit and to present its views to the District on all matters of concern, and to enter into collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit. The Association shall be consulted with respect to the manner and method of any reduction in force because of lack of work or other legitimate reasons.

Section 4.2.

The Association shall promptly be notified by the District of any grievance or disciplinary action of any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein. The Association is entitled to be present at any and all hearings for the resolution of such grievances.

Section 4.3.

The Association reserves and retains the right to delegate any right or duty contained herein to the appropriate officials of the Public School Employees of Washington.

Section 4.4. Bulletin Boards.

The District shall provide a bulletin board space in each building and the bus lounge for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting.

Section 4.5. When formal meetings are held between the Association and the District, each party shall be responsible for preparing its own minutes.

Section 4.6.

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

Section 4.7.

Visitation rights shall be granted to the designated representative of the Public School Employees of Washington to visit with employees in the appropriate bargaining units for purposes of grievance procedures and/or general information data. The visiting delegate shall notify the School District of his arrival.

Section 4.8.

The Columbia School District established the Professional Development Pool of two-thousand dollars (\$2,000.00). The District will work through Labor Management to ensure there are professional development opportunities. The employee will use the PSE Professional Development Reimbursement Request form as needed.

1 **Section 4.9.**

2 The President of the Association and his/her designated representative will be provided time off
3 without loss of pay to a maximum of six (6) days per year to attend regional or state meetings with the
4 purpose of these meetings is in the best interest of the District as determined by the District
5 Administration and the Association. The Association will pay for a substitute if a substitute is hired.
6
7

8
9 **ARTICLE V**

10 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

11
12
13 **Section 5.1.**

14 It is agreed and understood that appropriate matters for consultation and negotiation are grievance
15 procedures, wages, hours and working conditions.
16

17 **Section 5.2.**

18 It is further agreed and understood that the District will consult with the Association, and meet with the
19 Association upon its request, in the formulation of any changes being considered in existing benefits,
20 policies, practices and procedures that would directly affect the employees pursuant to Section 1.1.
21

22 **Section 5.3.**

23 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
24 the other party to advise, discuss or consult regarding matters concerning working conditions not covered
25 by this Agreement.
26

27 **Section 5.4.**

28 The Association will as appropriate, be advised of current and predicted workload information.
29
30
31

32 **ARTICLE VI**

33 **LABOR MANAGEMENT COMMITTEE**

34
35
36 **Section 6.1.**

37 The Association will designate a Labor Management Committee of no more than five (5) representatives
38 from the Association to meet with the Superintendent of the District or his/her designated representatives
39 on a mutually agreeable regular basis, but no less than quarterly to discuss appropriate matters.
40

41 **Section 6.1.1.**

42 The District will provide suitable space and a mutually agreeable time to conduct such meetings.
43
44
45
46
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE VII

LEAVES

Section 7.1. Sick Leave.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick leave per school year. An employee who works eleven (11) days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated to the maximum allowable according to State Law. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and accumulated benefits will be expended on an hourly rather than a daily basis. Sick leave will be granted for illness, injury and emergencies as herein provided. A physician's statement of illness may be required upon the request of the Superintendent or designee; if more than three (3) consecutive days are missed.

Section 7.1.1. Sick Leave Attendance Incentive Program.

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

At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) days of accrued leave for illness or injury. The maximum accumulation for calculation of remuneration is one hundred eighty (180) days.

At the time of separation from employment, an employee who is eligible pursuant to the provisions of RCW 25A.400.210, shall be allowed to cash out their sick leave, provided severance notification occurs by April 1 for payment in the August paycheck.

Section 7.1.2.

Sick leave sharing will be allowed in accordance with RCW 28.400.380 and School Board Policy No. 5406.

Section 7.2. Emergency Leave.

Upon approval by their supervisor, employees will be granted emergency leave. For the purposes of this leave, an emergency is defined as a problem that was suddenly precipitated, was of such a nature that preplanning was not possible, or where preplanning could not relieve the necessity for the employee's absence. Emergency leave is deductible from accumulated sick leave.

Section 7.3. Paid Leave For Bereavement.

Paid leave may be applied to absence caused by a death in the employee's immediate family. Up to five

1 (5) days leave per occurrence in one (1) contract year may be authorized. This leave may be taken
2 intermittently within one (1) year of occurrence, with approval from Superintendent. Immediate family
3 includes mother, father, spouse, son, daughter, brother, brother-in-law, sister, sister-in-law, mother-in-
4 law, or father-in-law, grandchild, aunt or uncle, grandparent, niece, nephew, step-children, step-mother,
5 step-father, son-in-law, daughter-in-law, or a person living in the same household as the employee. The
6 District retains the right to require the employee to supply proof of death and/or relationship of
7 descendent as well as justification or time required for bereavement related activities. Paid leave for
8 bereavement will require prior approval. The Superintendent or designee shall exercise discretion in
9 granting paid bereavement leave that is not covered above, such as a close personal friend or co-worker.
10

11 **Section 7.4. Personal Leave Days.**

12 Two (2) paid leave days shall be granted for an employee's absence when a personal situation arises,
13 provided a substitute can be secured. These two (2) days per year (first contracted day to the June
14 payroll date) are separate from sick leave and bereavement leave. Employees may use one (1) day of
15 personal leave in hourly increments. Employees not using their personal leave shall be able to cash out
16 any remaining personal leave days, at the employee's current rate of pay, to be paid in June of each
17 school year, provided that the employee has not used emergency leave. Unused personal days may be
18 carried over to the next year up to a maximum of five (5) days. The employee may choose to convert
19 two (2) days of personal leave to sick leave at the conclusion of the school year rather than cash-out
20 the days. Employees who have completed fifteen (15) years of service with the District will be given a
21 3rd personal day.
22

23 **Section 7.4.1. Incentive Day.**

24 Each employee with ten (10) years or more of continuing service to the district shall be granted
25 one (1) day of incentive leave to be deducted from sick leave. The incentive day may not be
26 cashed out or carried over to the following year.
27

28 **Section 7.5. Paid Leave for Maternity/Paternity.**

29 Paid leave may be applied to absence caused by childbirth and the employee's recovery from childbirth;
30 provided that the employee shall be required to produce a physician's statement that such leave is
31 necessary. The employee must notify the District in writing of the employee's beginning of absence and
32 the intended day of return to work. The employee may be required to coordinate the return to work with
33 the employee's physician and the Superintendent. An employee who has exhausted paid leave because of
34 childbirth and/or recovery from childbirth may apply for an unpaid leave of absence in accordance with
35 unpaid leaves contained in this Agreement.
36

37 **Section 7.6. Unpaid Leave of Absence.**

38 An employee may be granted a leave of absence without pay for up to one (1) year. A second (2nd) year
39 may be granted for reasons of extended illness or disability with proof of a letter from a certified
40 medical provider. Such leave may be granted after the employee has made a written statement
41 specifying the reasons for the requested leave without pay and the intended date of return to employment
42 with the District. The District retains all rights in granting or not granting a leave of absence without
43 pay.
44

45 An employee who fails to return to work on the stated day of return shall forfeit all claims to
46 employment with the District except that leave may be extended upon written application by the person
47 on leave and the express approval by the Superintendent. If a position of employment is open at the time
48 an employee returns from leave of absence and the employee is qualified to fill such position, the District

1 will offer the returning person the position; or similar to the position left by the employee at the time the
2 leave of absence was begun.

3
4 **Section 7.7. Jury Leave.**

5 In the event an employee subject to this Agreement is summoned to serve as a juror, or is named as a co-
6 defendant with the School District, he or she will receive his or her normal days' pay for each day he or
7 she is required in court. The District may require documentation or verification of jury duty service
8 (WAC 357-31-310). The employee may retain expenses for travel, meals and other costs associated with
9 jury duty (WAC 192-790-070). Compensation for jury duty time shall be reimbursed to the District.

10
11 **Section 7.8. Family Leave.**

12 Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), the employer
13 agrees to apply the provisions of that Act to all employees in the bargaining unit who worked nine-
14 hundred and fifty (950) hours or more in the previous twelve (12) months and meet the other eligibility
15 requirements contained in the FMLA. In addition to any other leave provided for elsewhere in this
16 Agreement, upon the birth of a child, the placement of a child with an employee for adoption or foster
17 care, or for a serious health condition of an employee or an employee's spouse, child or parent, each
18 employee who has worked nine-hundred and fifty (950) hours in the previous twelve (12) months is
19 entitled to a maximum of twelve (12) weeks unpaid leave; provided, however, that employees may
20 substitute accrued vacation or other personal leave for leaves related to the birth/adoption/foster care of
21 a child, and may use accrued sick leave to care for themselves or sick family members as defined
22 above. The employee must provide the Employer with at least thirty (30) days written notice for
23 foreseeable leaves for birth, adoption and planned medical treatment. During this leave, the Employer
24 will continue to pay the same portion of insurance premiums as when the employee was working, and
25 will maintain the employee's coverage under any group health plan. Upon return from such leave, the
26 Employer will place the employee in his or her previous position, or one with equivalent pay and
27 benefits.

28
29
30
31 **ARTICLE VIII**

32
33 **VACATIONS**

34
35 **Section 8.1.**

36 Full-time, twelve (12) month employees are entitled to ten (10) days of vacation each year. Twelve (12)
37 month employees working less than twelve (12) months in a contract year and/or working less than full-
38 time during the contract year shall receive a prorated number of vacation days and hours. Full-time for
39 purposes of vacation shall mean a regular eight (8) hour shift. Such vacation shall be taken at a time(s)
40 approved by the Superintendent or his designee. With the Superintendent's approval one (1) week of
41 vacation may be carried over to the next year. All twelve (12) month employees shall receive one (1)
42 additional day or prorated day of paid vacation for each year worked after five (5) years of service with
43 the District, beginning with the sixth (6th) year, to a maximum of twenty (20) days or twenty (20)
44 prorated days.

1 **Section 8.2.**

2 Vacations for eligible employees shall be scheduled at the request of the employee and with approval of
3 the supervisor. Eligible employees with the greatest seniority shall be entitled to preference as to dates of
4 vacation. Vacations must be scheduled in a manner so as not to disrupt the normal activities of the
5 District.
6

7 Employees who have earned more than three (3) weeks' vacation may take an additional week following
8 the annual two (2) week shutdown. All other employees shall take two (2) weeks' vacation during the
9 two (2) week shutdown, and the remainder of their vacation, during either Christmas break, spring break
10 or as mutually agreed to by the employee and the supervisor.
11
12

13 **ARTICLE IX**

14 **HOLIDAYS**

15
16
17
18 **Section 9.1.**

19 Full-time, twelve (12) month employees are entitled to the following paid holidays that occur during the
20 employee's work year: If the holiday falls on a Sunday, Monday will be the designated holiday. If the
21 holiday falls on a Saturday, then Friday will be the designated holiday.
22

- | | | |
|----|---------------------------|---------------------------|
| 23 | 1. Labor Day | 7. Martin Luther King Day |
| 24 | 2. Veterans' Day | 8. Presidents' Day |
| 25 | 3. Thanksgiving Day | 9. Memorial Day |
| 26 | 4. Day after Thanksgiving | 10. Fourth of July |
| 27 | 5. Christmas Day | 11. Day before Christmas |
| 28 | 6. New Year's Day | 12. Day after Christmas |

29
30 **Section 9.1.1. Worked Holidays.**

31 Employees who are required to work on the above described holidays shall receive the pay due
32 them for the holiday, plus twice their base rate for all hours worked on such holidays.
33

34 **Section 9.1.2. Holidays During Vacation.**

35 Should a holiday occur while an employee is on vacation, the employee shall be allowed to
36 take one extra day of vacation with pay in lieu of the holiday as such.
37

38 **Section 9.2.**

39 Less than full-time employees shall receive the following paid holidays that fall within their work year:
40

- | | | |
|----|---------------------------|---------------------------|
| 41 | 1. Labor Day | 6. Day after Christmas |
| 42 | 2. Veterans' Day | 7. New Year's Day |
| 43 | 3. Thanksgiving Day | 8. Martin Luther King Day |
| 44 | 4. Day after Thanksgiving | 9. Memorial Day |
| 45 | 5. Christmas Day | |

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE X

INSURANCE

Section 10.1.

The District shall contribute the State allocated insurance amount per month starting September 1 each year, for each full-time equivalent employee in the bargaining unit and a prorated amount of the same for all regular, part-time employees, to a pool of funds to be used for the purchase of insurance benefits. Each eligible employee shall be entitled to select insurance options from the approved list of options. Those employees projected to be working four (4) hours or more (720) hours) shall be eligible to receive a District contribution for their selected benefits that is a prorated percentage of a full-time equivalent employee's contribution. The percentage of full-time equivalence will be determined by projecting the expected work year for an employee and finding the percentage that the projection is of a full-time (1,440 hour) position. The District will provide a supplemental insurance pool fund as provided on Schedule A.

After each employee has made his/her selection of benefits under the program provided herein, remaining funds in the pool, if any exist, shall be available for distribution to cover employees requested coverage's. The amounts of pooled funds will be distributed by equal shares beginning with the smallest amount requested and thereafter repeating this function until all pooled funds are exhausted.

The enrollment period shall be for thirty (30) days and shall be completed by October 1. Once enrollment is completed, no insurance options may be added or deleted during the contract year except for reasons associated with family status changes. Employee(s) filling new positions and hired after October 1 may elect insurance coverage from the plans available during the first thirty (30) days of employment. In the event the employee does not utilize his/her full amount available after making his/her selection, the balance shall be placed in the pool for future use as determined by the District and Association.

Coverage for new employees shall begin after the first full calendar month of employment and shall continue for each month thereafter.

If an employee hired during the school year should be a replacement for an employee terminating, then the new employee may elect insurance options to be paid for by the pool, but only up to the amount of a pool contribution that does not exceed the pool contributions made to the terminating employee for whom he/she is a replacement. Notwithstanding, new employees may pay for any of the insurance options not covered by a pool contribution by taking a payroll deduction to cover the cost.

Any employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the termination is effective.

All plans shall be determined mutually by the District and the Association.

Section 10.2.

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

1 **Section 10.2.1.**

2 The parties agree to abide by all state laws relating to School District employees' benefits,
3 RCW 28A.400.275 (1).
4
5

6
7 ARTICLE XI
8

9 HOURS OF WORK AND OVERTIME
10

11 **Section 11.1. Hours of Work.**

12 All classified employees shall be assigned in advance to a definite shift with designated times of
13 beginning and ending, such shift shall not be changed without two (2) weeks written notice to the
14 employee.
15

16 **Section 11.1.1.**

17 The Administration shall determine the length of each shift. Pay will be granted for work
18 assignment and rest periods only, except as hereinafter provided. A fifteen (15) minute first
19 half and a fifteen (15) minute second half rest period will be allowed for employees assigned
20 more than seven (7) hours of work daily.
21

22 **Section 11.1.2.**

23 In the event an employee is assigned less than seven (7) hours daily, the employee shall be
24 given a fifteen (15) minute rest period during each three and one-half (3½) hours of work.
25

26 **Section 11.1.3.**

27 The work week shall be Saturday through Friday for payroll purposes.
28

29 **Section 11.1.4.**

30 Employees required to work through their regular lunch periods will be given time to eat at a
31 time agreed upon by the employee. Any employee, who works his /her entire shift, including
32 the lunch period, shall be compensated for the lunch period.
33

34 **Section 11.2. Job Postings.**

35 The district shall notify the Association President within three (3) business days when any newly
36 created position or temporary position occurs within the bargaining unit or positions are vacated.
37 Following notification of said position, it shall be posted in district within five (5) business days. A
38 posting must remain in district for five (5) workdays prior to posting outside of district, unless waived
39 by the Association President or his/her designee. A position may increase fifteen (15) minutes without
40 posting after notification to the Association President. Should the position increase sixteen (16)
41 minutes or more within a given school year, the position will be reposted. No position shall be
42 increased more than once (1) within a given school year under fifteen (15) minutes without having to
43 post the extra time.
44

45 **Section 11.3.**

46 In the event of an unusual school closure or delay due to inclement weather, plant in operation, or the
47 like, the District will notify local radio stations by 6:00 a.m. In the event the District fails to make the
48 above notification, employees reporting to work shall receive a minimum of two (2) hours pay at base

1 rate. The Superintendent or designee will be responsible for directing buses in outlying areas due to
2 inclement weather.

3
4 **Section 11.3.1.**

5 In the event of a delayed start as per Article XI, Section 11.3., above, the employee(s) in the
6 Transportation, Secretarial, Educational Support and Food Service classifications shall notify
7 supervisor or designee of intention to come in and work a minimum of thirty (30) minutes with
8 supervisor's or designee's approval or the employee may accept a deduction of pay for the un-
9 worked hours.

10
11 **Section 11.4.**

12 Employees requested by the District to replace an employee on leave in a higher paid position or job
13 classification shall receive additional compensation by moving the affected employee to their step in the
14 higher paid position or job classification. Any employee who is temporarily transferred from a higher
15 paid position to a lower paid position or job classification shall retain the higher rate of pay.

16
17 **Section 11.4.1**

18 Regularly scheduled employees who cover the position of Office Manager for breaks and or
19 lunches shall be compensated at the rate of the Records Clerk position or their regular rate of pay
20 whichever is greater as per Section 11.4. of the Collective Bargaining Agreement.

21
22 **Section 11.4.2.**

23 Paraeducators, who are taking the teacher's place, will be paid five (\$5.00) dollars an hour
24 above their current hourly rate, provided this has been approved by the Superintendent or
25 designee.

26
27 **Section 11.5. Overtime.**

28 All hours worked in excess of forty (40) hours per workweek, shall be compensated at the rate of one and
29 one-half (1½) times the employee's base hourly rate, if approved by the Superintendent or designee. The
30 employee shall have the option of having the time computed as comp time or as pay at one and one-half
31 (1½) the base rate, in accordance with the Fair Labor Standards Act. (FLSA)

32
33 **Section 11.5.1.**

34 Employees called back to work shall receive no less than two (2) hours pay at the appropriate
35 rate. Time worked in excess of two (2) hours under such conditions shall be rounded to the
36 nearest quarter (¼) hour.

37
38 **Section 11.5.2.**

39 Special Education Paraeducator working with a primary assignment of one-on-one with a
40 student labeled through their Individualized Educational Program (IEP) document with either
41 eligibility category of:

- 42
43 • "Multiple Disabilities"-students who meet criteria in more than one (1) category and the
44 adverse impact cannot be attributed to just one (1) disability, or
 - 45
46 • "Emotional/Behavioral Disability"-typically this student would have some high-risk
47 behaviors such as aggression, violence, etc.
- 48

1 **Section 11.6. Transportation Provisions.**

2
3 **Section.11.6.1. Definitions for Transportation Personnel.**

4 Route: – combined am & pm routes.

5 Midday: – a route that can't be defined as am or pm.

6
7 **Section 11.6.2. Bid Fair Process.**

8 A bid fair will be held one (1) week prior to pooling of insurance, at a mutually agreeable time
9 between the district and the Association. The bid fair will proceed as follows:

- 10
11 1. Prior to the regular route bidding date the Transportation Supervisor, Maintenance and
12 Transportation Coordinator, shall meet with drivers to discuss the process and all written
13 information to be included in the route bidding. At this time any pending routes shall be
14 disclosed. Also, any operational practice changes by management shall be presented and
15 discussed by drivers.
- 16
17 2. Each driver will have fifteen (15) minutes paid time to bid. The route times will be posted
18 two (2) workdays prior to bid fair. These times are inclusive of all routes and clean up
19 time. Each route shall be posted with estimated hours and mapping.
- 20
21 3. Bidding shall commence with the senior driver and continue by seniority until complete.
22 No driver may bid for another driver; if an emergency situation arises where the employee
23 is unable to bid, both the District and the Association will meet to discuss the process. All
24 efforts shall be made to accommodate current driving schedules. No driver may bid routes
25 that have schedule conflicts. Should a route not be bid upon, it will be assigned by the
26 transportation supervisor and assigned to the least senior person.
- 27
28 4. Once bidding is complete drivers shall begin new route assignments the following Monday
29 after bidding.
- 30
31 5. Management may adjust bus assignment throughout the year based on route composition,
32 or special needs of drivers/students.
- 33
34 6. On completion of bidding the Transportation and Maintenance Coordinator shall provide
35 the association with all information for the current year and post in area visible for all to
36 see.

37
38 **Section 11.6.3. Extra Trips and Routes.**

39 All extra trips and routes will be assigned by the District, with preferential assignment to the
40 most senior drivers, unless an extra trip assignment will result in overtime pay, then the trip
41 will be offered to the next most senior driver. Substitute drivers will be assigned after regular
42 drivers have been given an opportunity to accept the assignment and have declined. The
43 District will offer vacated mid-day routes to drivers, provided that those drivers have indicated
44 their ability to take such routes on a weekly basis. Driver eligibility is subject to the forty (40)
45 hour per week limit. This agreement pertains to those routes that have been approved, at least
46 one (1) day in advance, to be vacated. Drivers may be assigned to vacate routes any day, any
47 time, when it does not conflict with their regular scheduled routes. Eligible drivers will be

1 called one (1) time, in order of seniority, for each vacated run. Those who have signed up to be
2 on the call list for vacated routes must drive the extra route when contacted.
3

4 **Section 11.6.4.**

5 Extra trips shall be assigned on a seniority basis to regular drivers who have not exceeded the
6 forty (40) hour per week limit. Shall no senior employee elect to take such extra trips, the least
7 junior employee shall be assigned the extra trip. Hours worked in any classification within the
8 District are included in the forty (40) hour maximum. If the supervisor approves, drivers will
9 be allowed to vacate regular routes to stay below the forty (40) hour limit. The District shall
10 have the option to charter the following: All school sponsored trips over one-hundred-twenty
11 (120) miles except when those trips are scheduled for Saturdays or non-school days. Further,
12 the District may charter all trips to state tournaments.
13

14 **Section 11.6.5.**

15 Drivers and attendants will be paid at their driving hourly rate for time spent in attendance at
16 required meetings. The in-service meeting will be paid at the driving rate.
17

18 **Section 11.6.6.**

19 Assignments shall be established by the District in relation to bus routes and time requisite to
20 fulfilling tasks assigned by the Superintendent or his designee; provided, however, that no bus
21 route or extra trips shall consist of less than one (1) hour. The fifteen (15) minute pre-trip is a
22 part of the one (1) hour guarantee. Trips over forty-five (45) minutes will be paid at a
23 minimum of one (1) hour and fifteen (15) minutes. If there is less than thirty (30) minutes
24 layover time between assignments, the employee's shift shall continue uninterrupted.
25

26 **Section 11.6.7.**

27 Drivers shall be compensated for show-up time of two (2) hours on weekdays and three (3)
28 hours on weekends when previous notice was not given on a canceled assignment.
29

30 If two (2) or more buses go on a trip to one location, the drivers shall be notified before the trip
31 starts if one (1) bus is returning early.
32

33 **Section 11.6.8.**

34 Drivers shall be allowed fifteen (15) minutes per run as pre-trip time as provided by State law.
35 Additional time shall be allotted due to unusual conditions as approved by the Superintendent
36 or designee. This time shall be paid at the driver's current rate.
37

38 **Section 11.6.9.**

39 Drivers shall be allowed thirty (30) minutes per day for regular runs and thirty (30) minutes per
40 extra trip for clean-up. This time shall be paid at the driver's current driving rate. Provided
41 further, that drivers shall be paid for one (1) hour of driving time to pick up and deliver District
42 vehicle to the service facility, as approved by the Superintendent or designee.
43

44 **Section 11.6.10.**

45 Employees called back on a regular workday shall receive no less than two (2) hours pay at the
46 appropriate rate. Time worked in excess of two (2) hours under such conditions shall be
47 rounded to the nearest quarter (1/4) hour.
48

1 **Section 11.6.11.**

2 Events that require out of town and overnight stays shall be preliminarily posted with the
3 transportation department ten (10) school days prior to scheduled departure, allowing drivers to
4 review scheduling and assure driver availability.
5

6 A driver or drivers assigned these events shall be compensated for all hours driving. Drivers
7 shall be provided their own motel room and the current per diem rate for meals according to
8 board policy. Any driver required to transport students and chaperones to different locations
9 during these events shall receive drivers wage while waiting for return transport to original
10 location of departure. Drivers on said trip shall also be given eight (8) hours of drivers wage
11 compensation per day when no driving is scheduled.
12

13 **Section 11.7. Small Vehicle Usage.**

14 For student transport involving nine (9) passengers (driver and eight (8) students), one (1) vehicle may
15 be used by the district. Student transport requirements exceeding the listed criteria shall be assigned
16 transport in a school bus. Should the district fail to have a qualified driver (per district protocol)
17 available for any reason, the association seniority assignment process shall be used to complete the
18 student transport.
19

20 **Section 11.8.**

21 The District will pay the full amount for a Department of Transportation (D.O.T.) physical
22 examination as required by the District or State regulations. The District shall establish an
23 arrangement with an examiner on the national registry of "Certified Medical Examiners" as per OSPI
24 in the May 2014, State of Washington Driver's Handbook to provide required examinations for
25 employees, the cost of which would be submitted directly to the District for payment.
26

27 The District shall reimburse up to three (3) substitute bus driver physicals annually, after they have
28 completed twenty (20) workdays.
29

30 **Section 11.9.**

31 The District agrees to pay up to one-hundred and fifty (\$150) dollars toward any license and or
32 certification that is required for the position. These licenses and certifications are as follows: Food
33 Handler's Permit, CDL renewals, Driver Trainer Certification, Pesticide License, license renewal for
34 SLPA and First Aide Instructor's Certification as required for the position. Excluding these is
35 employee's personal driver's license.
36

37 **Section 11.10. Bus Driver Annual Conference.**

38 Up to four (4) Bus Drivers shall be compensated for time spent annually at the WAPT Conference (or
39 equivalent) Training.
40

41 **Section 11.11.**

42 Employee(s) who successfully complete the Pupil Transportation Management Training Program shall
43 receive an additional fifty cents (\$.50) per hour as is identified by the District as the primary driver
44 trainer in any given year.
45
46
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XII

GRIEVANCE PROCEDURE

Section 12.1.

A grievance is defined as an alleged occurrence of a specific Article or Section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance. Such grievance shall be submitted to the following grievance procedure.

Section 12.1.1. STEP ONE. Informal meeting with Immediate Supervisor.

Within ten (10) workdays of the alleged occurrence, the employee will present the grievance to his/her immediate supervisor. After presentation of the grievance, the immediate Supervisor shall have ten (10) workdays to give his/her answer in a written letter.

Section 12.1.2. STEP TWO. Reduce to Writing-Immediate Supervisor or Personnel Director.

If the grievance is not resolved in STEP ONE, the employee must, within ten (10) workdays of receipt of the immediate Supervisor's response submit to the Supervisor/Personnel Director a signed, written "Statement of Grievance". The "Statement of Grievance" shall name the employee involved, shall give the date of the alleged occurrence of this Agreement, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be misapplied by appropriate reference, shall state the contention of the employee with respect to these provisions, shall indicate the remedy requested, and shall be signed and dated by the employee involved.

The Supervisor/Personnel Director shall give the employee an answer in writing no later than ten (10) workdays after receipt of the written grievance. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 12.1.3. STEP THREE. Superintendent or Designee.

If the grievance is not resolved in STEP TWO, it must be submitted within ten (10) workdays to the Superintendent or designee. The grievant employee, along with a representative of the Association shall meet within a reasonable time, not to exceed ten (10) workdays in an attempt to resolve the matter. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section. 12.1.4. STEP FOUR. School Board.

If a satisfactory disposition of the grievance is not made as a result of the meeting provided in STEP THREE, above, either party shall have the right to file said grievance with the Secretary of the Board within ten (10) workdays of the meeting provided in STEP THREE.

The Board will have twenty (20) workdays to render its decision, in writing, to the Association and aggrieved employee. The Board's decision shall be final.

Section 12.1.5. STEP FIVE. Arbitration.

If no settlement has been reached within the ten (10) workdays referred to in the preceding subsection, the Association may request that the District consider arbitration in place of court. If agreed by the District, the grievance must be filed within ten (10) workdays of the Board's

1 decision. Any dispute, claim or grievance arising out of or relating to the interpretation or the
2 application of this Agreement shall then be submitted to arbitration under the Voluntary Labor
3 Arbitration Rules of the American Arbitration Association. If mutually agreed, the parties may
4 submit to arbitration under other rules. The parties further agree to accept the arbitrator's
5 award as final and binding upon them.
6

7 **Section 12.1.6.**

8 The cost of the Arbitrator, including expenses shall be shared equally by the parties. Any other
9 expenses shall be borne by the party incurring said expense.
10

11
12
13 **ARTICLE XIII**

14
15 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

16
17 **Section 13.1.**

18 The seniority of an employee within the bargaining unit shall be established as of the date on which the
19 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost
20 as hereinafter provided.
21

22 **Section 13.1.1.**

23 The seniority rights of an employee shall be lost for the following reasons:
24

- 25 A. Resignation;
26 B. Discharge for justifiable cause;
27 C. Retirement.
28

29 **Section 13.2.**

30 Seniority rights shall be effective within the general job classification, as used in this Agreement. An
31 employee who changes job classification, as per Section 1.1., within the bargaining unit shall retain
32 his/her "hire date" with the District notwithstanding; they have acquired a new seniority date in their new
33 classification, but shall not have seniority over employees in a different job classification.
34

35 **Section 13.2.1. Seniority Ties.**

36 Ties shall be broken in the following manner; application date and time, then by drawing lots.
37

38 **Section 13.3.**

39 The employee with the earliest hire date shall have absolute preferential rights regarding layoffs. The
40 employee with the earliest hire date shall have preferential rights regarding vacation periods, special
41 services, promotions, assignments to new or open jobs or positions, when ability and performance are
42 substantially equal with junior employees. If the District determines that seniority rights in the previous
43 sentence should not govern because a junior employee possesses ability and performance substantially
44 greater than a senior employee or senior employees, the District shall set forth in writing to the employee
45 or employees and the Association its reasons why the senior employee or employees have been
46 bypassed.
47

1 **Section 13.3.1.**

2 In the event an open position is not filled by an employee within the general job classification
3 of said open position, the district will interview up to three (3) of the most qualified internal
4 candidates.
5

6 **Section 13.4.**

7 Employees newly hired to the District shall remain on probationary status for a period of time not
8 exceeding six (6) months. Testing for drugs and/or alcohol abuse may be required of all new employees
9 and employees on probationary status.
10

11 **Section 13.5. Layoff.**

12 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
13 District according to seniority ranking per classification. Such employees are to have priority over junior
14 employees and outside applicants, provided that the employee meets the posted job qualifications, in
15 filling an opening in the classification held immediately prior to layoff. Names shall remain on the
16 reemployment list for one (1) year. The District will provide PSE with advance notice and reasonable
17 opportunity to bargain layoffs and/or reductions in hours. The District shall send a certified letter or
18 obtain the signature and date of an employee being offered reemployment. If an employee on layoff
19 status rejects an offer of reemployment, or who fails to respond within ten (10) calendar days of the
20 date of the offer, forfeits seniority and all other accrued benefits, including reemployment rights;
21 provided that such employee is offered a position substantially equal in salary, benefits, and general
22 working conditions.
23

24 **Section 13.5.1.**

25 All bumping to avoid layoff is subject to the seniority bypass provisions of Section 13.5. above.
26 The Minimal Displacement Bumping Process will be as follows:
27

28 Minimal Displacement Bumping Process
29

- 30 1. All bumping to avoid layoff shall be to a lateral or lesser paid position for which the
31 senior employee is qualified.
- 32 2. In the exercise of seniority rights (bumping), an employee cannot increase his or her
33 regularly scheduled daily hours of work by more than thirty (30) minutes.
- 34 3. In the event that a senior employee's position is eliminated in connection with a layoff,
35 he or she will not have any right to displace (bump) a junior employee if the District can
36 place the senior employee in an available position that is similar in salary, benefits and
37 general working conditions.
- 38 4. In the event that a senior employee's position is eliminated in connection with a layoff
39 and the District cannot place the employee in an available position, the senior employee
40 will have the right to exercise his or her seniority rights through (bumping) into a
41 position that is substantially similar in salary, benefits and general working conditions.
- 42 5. The process will begin with the most senior employee that is displaced having the
43 option to choose a position that is less senior. Only the employees that are displaced by
44 position elimination or are bumped by a senior employee will have the option to
45 exercise his or her seniority rights (bumping). Employees not affected by a
46 displacement (bump) will retain their current position.
- 47 6. Employees who are currently in bilingual required positions will follow the same
48 process outlined above but will only be able to bump into bilingual required less senior

1 positions. In the event there are no bilingual required positions available, the employee
2 will have the right to bump into a non-bilingual position.

- 3 7. This District shall notify all employees who are affected five (5) workdays prior of the
4 time and place of the bid session. All employees shall be supplied a copy of all jobs that
5 are available along with start and end times and a summarized job description. The
6 employee must be present to bid. If an employee is unavailable he/she she must notify
7 the District in writing of their intent to bid by proxy (Classified employee can send a
8 representative in their place with written consent).

9
10 **Section 13.5.2.**

11 In the event the district reduces an employee(s) hours of work by sixty (60) minutes or more of
12 regular daily assigned time, the impacted employee shall have displacement rights (bumping)
13 as provided for in Article XIII, Section 13.5.1.

14
15 **Section 13.5.3.**

16 Employees on layoff status shall file their addresses, phone number and email address (if
17 applicable) in writing with the personnel office of the District and shall thereafter promptly
18 advise the District in writing of any change of address. Employees, who refuse employment
19 during their one (1) year in the re-employment pool, will be dropped from the pool.

20
21
22 **ARTICLE XIV**

23
24 **DISCHARGE AND EVALUATION OF EMPLOYEES**

25
26
27 **Section 14.1.**

28 The District may discharge any employee subject to this Agreement for justifiable cause.

29
30 **Section 14.2.**

31 The issue of justifiable cause shall be resolved in accordance with the Grievance Procedures of this
32 Agreement.

33
34 **Section 14.3. Notification to Non-Annual Employees.**

35 This Section is intended to be applicable to those employees whose duties necessarily imply less than
36 twelve (12) month's work per year.

37
38 **Section 14.3.1.**

39 Should the District decide to discharge any non-annual employee, the employee shall be so
40 notified in writing prior to the expiration of the school year.

41
42 **Section 14.3.2.**

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

45
46 **Section 14.4.**

47 The purpose of the evaluation is to document the District's assessment of the job performance of the
48 employee and also to guide the employee in the performance of his/her duties. Each employee will be

1 evaluated in writing by his/her supervisor/designee no later than June 1st. A copy of the evaluation
2 report(s) will be provided to the employee. The employee will have the opportunity to discuss the
3 completed evaluation report with his/her evaluator. The employee may choose to respond to the
4 evaluation in writing within ten (10) workdays from the date of the evaluation. The written response
5 will be attached to the evaluation and become a part of the employee's personnel file.
6
7

8 9 **ARTICLE XV**

10 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

11 12 13 **Section 15.1. Checkoff.**

14 The District shall deduct PSE dues or service charges or approved voluntary political contributions from
15 the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The
16 District shall transmit all such funds deducted to the Treasurer of the Public School Employees of
17 Washington on a monthly basis. PSE will indemnify, defend and hold the District harmless against any
18 claims made and against any suit brought against the District on account of any payroll deductions for
19 PSE. PSE agrees to refund the District any amounts paid to them in error.
20

21 **Section 15.2. Representation Fees.**

22 (Reference RCW 41.56.122) No member of the bargaining unit will be required to join the Association,
23 however those employees who are not members*, but are part of the bargaining unit will be required to
24 pay a representation fee to the Association. The amount of the fee shall be determined by the
25 Association. The representation fee shall be regarded as fair compensation and reimbursement to the
26 Association for fulfilling its legal obligation to represent all members of the bargaining unit. (RCW
27 41.56.080 applies fully to this language)
28

29 *Non-members hired prior to the 1991-92 school year are exempted from the Representation Fee.
30

31 In the event that the Representation Fee is regarded by an employee as a violation of their right to non-
32 association, such bona fide objections shall be resolved according to the provisions of RCW 41.56.122,
33 or the Public Employment Relations Commission.
34

35 **Section 15.3. Political Action Committee.**

36 Once a year during open enrollment (September 1-30) effective October 1 or within thirty (30) days of
37 hire, the District shall, upon receipt of a written authorization form that conforms to legal requirements,
38 deduct from the pay of such bargaining unit employee the amount of contribution the employee
39 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on the
40 Union dues transmittal check. Section 15.1 of the Collective Bargaining Agreement shall apply to these
41 deductions. The employee may revoke the request at any time. At least annually, the employee shall be
42 notified by the PSE state organization about the right to revoke the request.
43
44
45
46
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XVI

RETIREMENT

Section 16.1.

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

Section 16.2.

Employee Retirement Contribution Deferral: The Employee Retirement Contribution to the Public Employees' Retirement System shall be tax deferred in accordance with applicable State rules and regulations.

ARTICLE XVII

TRANSFER OF EXPERIENCE

Section 17.1. Transfer of Experience.

Employees who leave one (1) school district within the State of Washington and commence employment with the Columbia/Burbank School District shall retain the same longevity, leave benefits and other benefits that the employee had in his or her previous position, unless the District's system for computing such benefits differs from that of the previous school district, in which event the transfer employee shall be granted the same longevity, leave benefits and other benefits, as an employee in the District who has similar occupational status and total years of service. Notwithstanding the above, no transfer employee shall retain any seniority rights other than longevity. If a transfer employee is hired into a classification different than the classification held at the previous school district, the transfer employee shall be granted the same longevity, leave benefits and other benefits, as an employee in the District who has similar occupational status and total years of service and were to make such change in classification.

ARTICLE XVIII

DURATION AND WAGES

Section 18.1.

The term of this Agreement shall be from September 1, 2017 to August 31, 2021.

Section 18.2. Retroactive Pay.

Where applicable, shall be paid on the first regular pay day following execution of this Agreement if possible, and in any case not later than the second regular pay day.

Section 18.2.1. Pay Scale.

Less than twelve (12) month employees hired after September 1, 1999, who opt to take medical benefits, will be paid on a twelve (12) month schedule.

1 **Section 18.3. Incremental Steps.**

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

5
6 **Section 18.4. Longevity.**

7 The District agrees to longevity payments as follows:

- 8
- 9 • 5 years of service \$.05
 - 10 • 10 years of service \$.10
 - 11 • 15 years of service \$.20
 - 12 • 20 years of service \$.30
 - 13 • 25 years of service \$.40
 - 14 • 30 years of service \$.50
 - 15 • 35 years of service \$.60
 - 16 • 40 years of service \$.70
- 17

18
19 **Section 18.5.**

20 This Agreement shall be governed and construed according to the Constitution and laws of the State of
21 Washington. If any provision of this Agreement or any application to any employee or group of
22 employees covered by this Agreement or any application to any employee or group of employees
23 covered by this Agreement is found contrary to law, such provision shall become inoperative. All other
24 provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

25
26 **Section 18.6.**

27 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
28 parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate
29 Schedule A and fringe benefits herein and provided further, that this Agreement shall be reopened to
30 consider the impact of any legislation enacted following execution of this Agreement which may
31 arguably affect the terms and conditions herein or create authority to alter personnel practices in public
32 employment.

33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

COLUMBIA/BURBANK CHAPTER

COLUMBIA SCHOOL DISTRICT #400

BY: _____
Danna Percifield, Chapter President

BY: _____
Lou Gates, Superintendent

DATE: _____

DATE: _____

SCHEDULE A
2017-2018
COLUMBIA/BURBANK SCHOOL DISTRICT #400

LEVEL	I	II	III	IV
<u>Year Completed</u>	<u>1</u>	<u>2</u>	<u>4</u>	<u>6+</u>
Transportation				
Trainer (First Aid/Driver)	18.41	18.82	19.54	20.06
Driver	16.90	17.28	18.00	18.56
Trans/Maint Coordinator	15.95	16.98	18.06	18.60
Courier	14.06	14.64	15.18	15.68
Educational Support				
Paraprofessional	13.69	14.70	15.52	16.03
Library Technician	14.19	15.20	16.02	16.53
Bilingual Translator (District Designated)	14.19	15.20	16.02	16.53
One on One Para (Per Section 11.5.2)	14.19	15.20	16.02	16.53
SLPA	19.33	20.36	21.43	22.66
Home Visitor	15.80	16.61	17.52	18.03
Records Clerk	15.95	16.98	18.06	18.60
Secretarial				
Office Manager	15.95	16.98	18.06	18.60
Custodial/Maintenance				
Maintenance/Custodian	16.18	17.58	18.57	19.07
Grounds	16.18	17.58	18.57	19.07
Custodian	15.28	16.05	16.84	17.33
Food Service				
Head Cook	15.09	15.82	16.53	17.08
Cooks Assistant	12.72	13.45	14.23	14.76
Food Services Assistant	12.40	13.10	13.87	14.33
Substitutes will be paid at the "1" step.				
*Longevity = .05 @ 5 years, .10 @ 10 years, .20 @ 15 years, .30 @ 20 years, .40 @ 25 years, .50 @ 30 years, .60 @ 35 years, .70 @ 40 years				
IN-SERVICE AND EDUCATIONAL STEPS				
A. 15 Credits or 150 clock hours approved by District or pass the Title I test = 1% of salary step.				
B. 30 Credits or 300 clock hours approved by District = 1.5% of salary step.				
C. 60 Credits or 600 clock hours approved by District = 3% of salary step.				
D. 90 Credits or 900 clock hours approved by District = 6% of salary step.				
E. 180 Credits or 1200 clock hours approved by District = 7% of salary step.				
Employees will be required to submit all transcripts to the Superintendent.				

SUPPLEMENTAL INSURANCE POOL

The district shall fund twelve-thousand (\$12,000.00) dollars for the supplemental insurance pool for the school year. If the district reaches the minimum fund balance reserve of five (5%) percent of the General Fund Expenditures (see board policy #6115) between September 1, and August 31, the District will contribute an additional two-thousand (\$2,000.00) dollars into the supplemental insurance pool for each school year the district reaches the five (5%) percent cash reserve. The additional two-thousand (\$2000.00) dollars will be placed in the pool prior to Sept 1st of the following school year. Maximum insurance pool of fourteen-thousand (\$14,000.00) dollars per school year.

Medication Dispensing: The District will pay Office Managers an extra twenty (\$0.20) cents an hour for those whose job description includes substantial responsibilities in this area. The Principal of each building is responsible for designating this individual in each building. Those members of the PSE who are designated for training but do not have substantial responsibility will be paid for training above the employees contracted yearly hours. This rate of pay for training will be twenty (\$0.20) cents an hour above the employee's regular pay.

The Transportation/Maintenance Coordinator when required by the Superintendent or designee to carry a radio or cell phone during non-work hours shall receive a minimum of one (1) hour of pay when a phone call is received for business purposes.

***Office managers required to perform sub finder work prior to or after their regular workday shall be compensated their regular hourly pay.

In the absence of the Transportation/Maintenance Coordinator, the District shall assign the work to the most senior employee interested.

Any employee required by the Superintendent or designee to use a personal vehicle shall be reimbursed at the current government mileage rate, with compensation beginning from school to destination.

Employees shall be accredited with clock hours when approved by the Superintendent or designee.

When filling the position of Head Cook, a hiring committee will be established that consists of no more than six (6) committee members. Fifty percent (50%) of these committee members shall be from PSE. Shall the committee be unable to come to a consensus the Superintendent shall be the tie breaker. This process does not negate the grievance process.

Employee(s) who successfully complete the Pupil Transportation Management Training Program shall receive an additional fifty cents (\$.50) per hour as is identified by the District as the primary driver trainer in any given year.

**COLUMBIA SCHOOL DISTRICT
CLASSIFIED EMPLOYEE EVALUATION
(Non-Certificated Positions)**

Employee's Name: _____ Date: _____

Position: _____ Dept/School: _____

Evaluation Period: _____ through _____

PERFORMANCE TRAITS: (Check one statement for each trait. Specific comments must be filled in and suggestions for improvement written, if that trait is checked.)

D. **JOB KNOWLEDGE:** Possesses information and understanding of responsibility expected of the job as stated in job description.

- Lacks some required knowledge
- Satisfies job requirement
- Very well informed on all phases of work

Specific Instances of #1: _____

Suggestions for Improvement: _____

2. **JOB PERFORMANCE:** The amount of regularly produced work consistent with job expectations.

- In some respects below job requirements
- Satisfies job requirements
- More than satisfies job requirements

Specific Instances of #1: _____

Suggestions for Improvement: _____

3. **QUALITY:** The extent to which work produced meets standards of quality expected of the job.

- Work in some respects below job requirements
- Work satisfies job requirements
- Work done very well

Specific Instances of #1: _____

Suggestions for Improvement: _____

4. **JOB ATTITUDE:** Amount of interest and initiative shown.

- Frequently indifferent toward work
- Normal interest in work
- Considerable interest in work

Specific Instances of #1: _____

Suggestions for Improvement: _____

5. **DEPENDABILITY:** Extent to which employee remains on job, cares for property, and carries out instructions.

- Requires frequent supervision
- Usually dependable with or without supervision
- Very conscientious and reliable

Specific Instances of #1: _____

Suggestions for Improvement: _____

6. **ACCEPTANCE OF CONSTRUCTIVE CRITICISM:** Ability to respond positively to suggestions and job performance comments.

- Lacks the ability to accept constructive criticism
- Deals with criticism
- Accepts guidance and suggestions from others

Specific Instances of #1: _____

Suggestions for Improvement: _____

7. **SAFETY:** Ability to maintain safe working environment and follow established safety policies and guidelines.

- Often careless of safety of self and others
- Follows acceptable safety practices
- Exercises great care and foresees hazards to self and others

Specific Instances of #1: _____

Suggestions for Improvement: _____

8. **INITIATIVE:** The self-motivation to achieve job expectations.

- Seldom perceives the need for starting independent action.
- Frequently notes need for and starts independent action.
- Originates well thought out action.

Specific Instances of #1: _____

Suggestions for Improvement: _____

9. **STRESS:** The ability to withstand pressure and to remain calm in crisis situations.

- Under pressure is easily irritated.
- Has tolerance for crisis: Usually remains calm.
- Performs effectively under pressure

Specific Instances of #1: _____

Suggestions for Improvement: _____

10. **COURTESY:** The politeness and cooperation given other people.

- Sometimes tactless
- Agreeable and pleasant
- Always polite and willing to help

Specific Instances of #1: _____

Suggestions for Improvement: _____

11. **PERSONAL APPEARANCE:** The personal impression an individual makes on others. (Consider cleanliness, grooming, neatness, and appropriateness of dress on the job)

- Does not satisfy personal appearance expectations
- Satisfies or exceeds personal appearance expectations

Specific Instances of #1: _____

Suggestions for Improvement: _____

12. **ATTENDANCE:** Faithfulness in coming to work daily and conforming to work hours.

- Does not satisfy attendance and/or punctuality expectations
- Satisfies or exceeds attendance and/or punctuality expectations

Specific Instances of #1: _____

Suggestions for Improvement: _____

STATEMENT ON OVERALL PERFORMANCE AND RECOMMENDATIONS:

(Required to be completed by evaluator)

EMPLOYEE COMMENTS:

(Optional)

Evaluator(s) Signature

Date

NOTE: (Employee comments must be recorded on the original copy and returned to the supervisor within five (5) workdays from the time of evaluation discussion.)

I have read and have had an opportunity to discuss this evaluation of my work with my supervisor. I realize that my signature on this form **does not** mean that I agree with the evaluation. A copy of this report has been given to me. The Evaluation was completed prior to **May 15th** of the evaluated school year.

Signature of Employee being Evaluated

Date

Reviewed By Management Signature

Date

cc: Employee
Evaluator(s)
Personnel Office File

1 MEMORANDUM OF UNDERSTANDING

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING
4 AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL
5 1948, COLUMBIA BURBANK CHAPTER AND THE COLUMBIA BURBANK SCHOOL
6 DISTRICT #400 THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII
7 SECTION 18.6 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
8

9 The following agreement has been entered into during school year, September 1, 2017 - August 31, 2018,
10 The District and Association agree to the following provisions in order to make a good faith effort to
11 comply with 2012 Washington Law (ESSB 5940).
12

- 13 1. Subject needed, such as employees may select from at least one qualified high-deductible
14 health plan (HDHP) and health savings account (HSA). The employee can contribute to the
15 HSA account to the federal maximum amount, Should the employee choose the high
16 deductible plan they will not be able to utilize the Flex 125 or VEBA plans for out of pocket
17 medical costs.
18
19 2. Each employee who elects medical coverage must pay a minimum of one dollar (\$1.00) out
20 of pocket monthly; this amount will be collected and placed into the insurance pool for out
21 of pocket premium costs above the minimum.
22
23 3. Both parties agree to meet on or before May 1, 2018 to either extend or amend this MOU
24 for an additional year.
25
26 4. The District agrees to pool the funds in the insurance pool February 15, 2018 in addition to the
27 pooling that occurs per Article X, Section 10.1.
28
29

30 This Memorandum of Understanding shall be in effect November 1, 2017 and shall remain in effect
31 until October 31, 2018.
32
33

34 PUBLIC SCHOOL EMPLOYEES OF
35 WASHINGTON / SEIU LOCAL 1948

36
37 COLUMBIA/BURBANK CHAPTER

COLUMBIA SCHOOL DISTRICT #400

38
39
40 BY: _____
41 Danna Percifield, Chapter President

BY: _____
Lou Gates, Superintendent

42
43
44 DATE: _____

DATE: _____



LETTER OF AGREEMENT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, COLUMBIA BURBANK CHAPTER AND THE COLUMBIA BURBANK SCHOOL DISTRICT #400 THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII SECTION 18.6 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to reclassify the following people:

Elaine Wilbert and Annie Ramos shall be reclassified as Cook Assistant due to the increase of job duties.

This Letter of Agreement shall become effective upon signatures of both parties, shall remain in effect until August 31, 2017 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

COLUMBIA/BURBANK CHAPTER

COLUMBIA SCHOOL DISTRICT #400

BY: _____
Danna Percifield, Chapter President

BY: _____
Lou Gates, Superintendent

DATE: _____

DATE: _____

