

COLLECTIVE BARGAINING AGREEMENT BETWEEN

PENINSULA SCHOOL DISTRICT

AND

PUBLIC SCHOOL EMPLOYEES OF PENINSULA

MAINTENANCE AND GROUNDS UNIT

SEPTEMBER 1, 2006 - AUGUST 31, 2009

PSE STATE OFFICE
P. O. Box 798
Auburn, WA 98071-0798
1-866-820-5652

TABLE OF CONTENTS

	<u>Page</u>
DECLARATION OF PRINCIPLES	1
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE	1
ARTICLE II RIGHTS OF THE DISTRICT	2
ARTICLE III RIGHTS OF EMPLOYEES	3
ARTICLE IV RIGHTS OF THE ASSOCIATION	4
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	5
ARTICLE VI ASSOCIATION REPRESENTATION	5
ARTICLE VII HOURS OF WORK AND WORKING CONDITIONS	6
ARTICLE VIII HOLIDAYS AND VACATIONS	8
ARTICLE IX LEAVES	10
ARTICLE X SENIORITY, PROBATION, AND LAYOFF PROCEDURES	13
ARTICLE XI DISCIPLINE AND DISCHARGE OF EMPLOYEES	15
ARTICLE XII INSURANCE AND RETIREMENT	16
ARTICLE XIII VOCATIONAL AND/OR IN-SERVICE TRAINING	16
ARTICLE XIV MAINTENANCE OF MEMBERSHIP AND CHECKOFF	17
ARTICLE XV GRIEVANCE PROCEDURE	18
ARTICLE XVI SALARIES AND COMPENSATION	20
ARTICLE XVII TERM AND SEPARABILITY OF PROVISIONS	21
ARTICLE XVIII NO STRIKE	21
ARTICLE XIX BARGAINING UNIT SUBSTITUTES	22
SIGNATURE PAGE	22
SCHEDULE A (2006 - 2007)	23

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

DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employee's Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest in District Number 401.

27
28
29
30
31
32
33
34
35
36
37
38

P R E A M B L E

This Agreement is made and entered into between Peninsula School District Number 401 (hereinafter "District") and Public School Employees of Peninsula, Maintenance and Grounds Unit, an affiliate of Public School Employees of Washington (hereinafter "Association").

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

39
40
41
42
43
44
45
46
47
48

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing the interests of all such employees.

1 **Section 1.2.** Nothing contained herein shall be construed to include in the bargaining unit any person
2 whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential
3 relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.46.030 (2).
4

5 **Section 1.3. Bargaining Unit.** The bargaining unit to which this Agreement is applicable is as
6 follows: all non-supervisory full-time or regular part-time classified employees performing work in
7 the Maintenance and Grounds classifications.
8

9 **Section 1.4. Bargaining Unit Work/Substitutes.** No student, teacher, or community member shall
10 replace any regular employee in any position or newly created position coming under the classification
11 of this Agreement; provided, however, that the employer is not prohibited from utilizing student, staff
12 or community assistance on short-term projects of benefit to the school or community. Regular part-
13 time employees who are employed in a substitute capacity in Maintenance or Grounds positions and
14 are eligible for representation shall be included in the bargaining unit, but only Schedule A and any
15 other numbered section of this Agreement which expressly mentions its application to substitutes shall
16 apply.
17

18 **Section 1.4.1.** Short-term projects shall be those projects with a definite starting time and a
19 completion time within one hundred (100) calendar days. The authorization form for volunteer work
20 shall be submitted to the Chapter President or Chapter Officer for review and input prior to the starting
21 date of the project. Prior to approval, and throughout the course of a project, the District will consider
22 the impact of the project on Maintenance & Grounds personnel and duties.
23

24 **Section 1.5. Job Descriptions.** Employees have the right to request a copy of their current job
25 description annually. The District will give the Association president courtesy copies of any job
26 descriptions that are changed. Upon request, the District will bargain the impact of modifications to
27 job descriptions upon the wages, hours and working conditions of bargaining unit employees. The
28 District will review and reissue all job descriptions for this bargaining unit by January 1, 2008.
29
30
31

32 ARTICLE II

33 **RIGHTS OF THE DISTRICT**

34 **Section 2.1. Management Rights.** It is agreed that the customary and usual rights, powers, functions,
35 and authority of management are vested in management officials of the District. Included in these
36 rights in accordance with and subject to applicable laws, regulations, and the provisions of this
37 Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign
38 employees in positions; the right to suspend, discharge, demote, or take other disciplinary action
39 against employees; and the right to release employees from duties because of lack of work or for other
40 legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by
41 determining the methods, the means, and the personnel by which such operation is conducted.
42
43
44
45
46
47
48

1 **Section 2.2. Applicability Of Agreement.** The management of the District and the direction of the
2 work force is vested exclusively with the District subject to the terms of this Agreement. All matters
3 not specifically and expressly covered by the language of this Agreement shall be administered for its
4 duration by the District in accordance with such policies and procedures as it from time to time may
5 determine. The Board's exercise of this right shall not be a bar and may be challenged in accordance
6 with the Grievance Procedures of this Agreement.
7
8
9

10 **ARTICLE III**

11 **RIGHTS OF EMPLOYEES**

12
13
14 **Section 3.1. Association Participation.** It is agreed that all employees subject to this Agreement
15 shall have and shall be protected in the exercise of the right, freely and without fear of penalty or
16 reprisal, to join and assist the Association. The freedom of such employees to assist the Association
17 shall be recognized as extending to participation in the management of the Association. The District
18 and/or Association shall take whatever action required or refrain from such action in order to assure
19 employees that no interference, restraint, coercion, or discrimination is allowed within the District
20 and/or Association to encourage or discourage membership in any employee organization.
21

22 **Section 3.2.** Each employee shall have the right to bring matters of personal concern to the attention
23 of appropriate Association representatives and/or appropriate officials of the District.
24

25 **Section 3.3. Association Representation.** Employees of the unit subject to this Agreement have the
26 right to have Association representatives or other persons present at discussions between themselves
27 and supervisors or other representatives of the District as hereinafter provided.
28

29 **Section 3.4. Discrimination.** Neither the District, nor the Association, shall unlawfully discriminate
30 against any employee subject to this Agreement on the basis of race, creed, color, sex, sexual
31 orientation, religion, age, marital status or disability.
32

33 **Section 3.5. Delegation to Association.** Each employee reserves and retains the right to delegate any
34 right or duty contained in this Agreement, exclusive of compensation for services rendered, to
35 appropriate officials of the Association.
36

37 **Section 3.6. Personnel Files.** An employee shall have the right, upon reasonable notice, to inspect
38 the contents of his/her personnel file. Inspection shall be in the presence of a District representative.
39 File materials may be reproduced for the employee as promptly as is feasible upon request. An
40 Association representative may, at the employee's request, be present during the review of said
41 employee's file.
42

43 **Section 3.6.1.** No materials derogatory of the employee's conduct, service, character or personality
44 shall be placed in the personnel file unless the employee has had the opportunity to read and respond to
45 them. The employee shall be given a copy of the materials and shall have the right to his/her own
46 version of the incident or statement and have his/her statement attached to the original document(s).
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; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the unit.

Section 4.2. The names, positions, rates of pay and job titles of employees subject to this Agreement will be provided, upon request, to the President of the Association. The Human Resources Department, as part of the general orientation of each new employee within the unit subject to this Agreement, shall provide such employee with a copy of this Agreement to be furnished to the District by the Association.

Section 4.3. The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington-SEIU Local 1948.

Section 4.4. Release Time For Association Business. The President of the Association and/or his/her designated representatives will be provided time off without loss of pay to a maximum of three (3) days per year to attend regional or state meetings. In the event an employee is elected to the P.S.E. State Board, such individual shall have up to six (6) days without loss of pay to serve in that capacity. The Association shall reimburse the District for the cost of required substitutes.

Section 4.5. Employee Information. Upon request and at a time mutually agreed upon by the parties, the District shall provide the Public School Employees of Washington with information regarding each employee in the bargaining unit.

Section 4.6. Bulletin Boards. The District shall provide bulletin board space 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. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

Section 4.6.1. The responsibility of the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

Section 4.7. Representation Rights. The District shall notify the employee in writing of the right to obtain Union representation when grievances are received or disciplinary actions are issued. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case. The District must inform the employee in advance of any meeting or hearing which could result in disciplinary action that the employee is requested or required to attend so that the employee has the reasonable opportunity to obtain union representation if desired.

1
2 **Section 4.8.** The parties recognize that the Association may request a meeting with the Superintendent
3 at any time.
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 V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1. It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are grievance procedures, wages, hours and working conditions and related matters as provided by law.

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1. Conference Committee. The Association will designate a Conference Committee of three (3) members who will meet with the Superintendent of the District and/or his/her designated representatives on a mutually agreeable regular basis, but not less than twice a quarter, to discuss appropriate matters, including such issues as the safety of working conditions and the work place.

Section 6.2. The Association representatives pursuant to Section 6.1 shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated that he/she does not desire to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.3. Release Time for District Meetings. Time during working hours will be allowed Association representatives for attendance at meetings with the District. Time may also be allowed for representatives to discuss with the employees grievances and appropriate matters directly related to work situations in their area or craft. Association representatives will guard against the use of excess time in the handling of such matters. If mutually scheduled for times which occur during work hours, employees will not lose pay during negotiations sessions.

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

HOURS OF WORK AND WORKING CONDITIONS

Section 7.1. Workweek. The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday. This section may be reopened at the request of either party if the District changes to an alternating or year-round school year. If an employee requests in writing, with a copy to the District and the Union, and the District agrees, the employee may work any five (5) consecutive days, followed by two (2) consecutive days of rest.

Section 7.2. Change of Workweek. Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks, except in an emergency situation where reasonable prior notice will be attempted.

Section 7.3. Shift Differential Pay. The hours after 4:00 p.m. up to 8:00 a.m. shall be recognized as the night shift. Compensation of five percent (5%) per hour above scale shall apply to these hours, except regular daytime employees who work an eight (8) hour shift between the hours of 6:00 a.m. and 6:00 p.m. shall be known as day shift. Shift differential pay will not apply to day shift overtime hours.

Section 7.4. Shift/Rest Periods. A normal shift shall consist of eight and one-half (8½) hours including a thirty (30) minute uninterrupted unpaid lunch period as near the middle of the shift as is practicable and also including an appropriate first half and appropriate second half rest period both of which rest periods shall occur as near the middle of the half shift as is practicable.

Section 7.4.1. Short Shifts. In the event an employee is assigned to a shift less than the normal work shift previously defined in this Article, the employee shall be given a fifteen (15) minute rest period for each four (4) hours of work.

Section 7.4.2. Worked Lunch Period. Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at overtime rates.

Section 7.5. Alternate Workweek. With prior approval and when within District operational needs, an employee may work a four (4) day per week, ten (10) hours per day schedule in lieu of the normal schedule. The 4 x 10 schedule shall be from Monday through Thursday or Tuesday through Friday. Those employees who choose to work the 4 x 10 schedule shall be exempt from the terms of Section 7.9.1 and shall only receive overtime for hours in excess of ten (10) per day or forty (40) in one week.

1
2 **Section 7.6. Foreman/Chief Replacement.** In 2006-07 and 2007-08 school years, in the event that
3 the Maintenance Foreman, HVAC Foreman or Grounds Chief is absent for more than three (3)
4 consecutive days, then an employee in that classification shall assume the duties of the Foreman or
5 Chief and be paid at the base Foreman or Chief rate that provides an increase for all hours worked
6 during the absence. In the 2008-09 school year, in the event that the Maintenance Foreman, HVAC
7 Foreman or Grounds Chief is absent for more than two (2) consecutive days, then an employee in that
8 classification shall assume the duties of the Foreman or Chief and be paid at the base Foreman or Chief
9 rate that provides an increase for all hours worked during the absence. Section 10.7 (seniority rights)
10 shall apply to the selection of the employee for this duty.

11
12 **Section 7.7. Student Supervision.** No bargaining unit employee shall be required to supervise
13 detention students as part of his/her regular work assignment.

14
15 **Section 7.8. Unusual School Closure.** Employees in the bargaining unit are expected to report to
16 work during school closures which result from inclement weather, plant inoperation or the like.
17 Normal compensation shall be paid unless notification by the District that employees in this bargaining
18 unit shall not report is received prior to the time an employee leaves home. Notification shall be
19 satisfied when the appropriate media have been contacted in accordance with District procedure.

20
21 **Section 7.9. Overtime Provisions.** Overtime assignments shall be distributed in accordance with the
22 seniority provisions as hereinafter provided. In the assignment of overtime, the District agrees to
23 provide the employee with as much advance notice as practicable in the circumstances. Normally,
24 employees designated to work overtime on days outside their regular workweek will be advised of the
25 possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime
26 commences.

27
28 **Section 7.9.1. Overtime Pay.** All hours worked in excess of forty (40) in one week shall be
29 compensated at the rate of one and one-half (1½) times the employee's base hourly rate of pay. All
30 hours worked on a Saturday shall be compensated at the rate of one and one-half (1½) times the
31 employee's base rate of pay. All hours worked on Sunday will be compensated at the rate of two (2)
32 times the employee's base hourly rate of pay.

33
34 **Section 7.9.2. Compensatory Time.** With prior approval and not as a precondition to the acceptance
35 of overtime, compensatory time at the rate of one and one-half (1½) hours for one (1) hour of overtime
36 work may be accepted in lieu of overtime pay. Use of compensatory time shall be mutually scheduled
37 and be utilized within the appropriate pay period. Accrued compensatory time which is unused by
38 May 1st of each year must be scheduled or paid at the appropriate rate by May 31st.

39
40 **Section 7.9.3. Call Back Pay.** Employees called back on a regular workday, or called on the sixth
41 (6th) or seventh (7th) consecutive workday, shall receive no less than two (2) hours (at the appropriate
42 rate) per occurrence, if there is more than one (1) hour between occurrences.

43
44 **Section 7.9.4. Beeper Duty.** If an employee is assigned beeper duty on any day, such employee shall
45 be paid two hours at his or her appropriate rate of pay. The travel and actual time worked on any call-
46 backs shall be paid in addition to the two hours pay for beeper duty. Assignment of beeper duty on a
47 day already worked shall be considered within the regular duties of the foreman position and will not
48 be paid, unless an actual call-back situation occurs.

1
2 **Section 7.9.4.1. Designation of Weekend Beeper Duty.** Beeper duty, when assigned, shall be
3 assigned from a rotating roster. Eligibility for the roster shall be from those employees who have no
4 unscheduled time off during the previous five (5) workdays, who have no unpaid time off during the
5 previous thirty (30) days, and have at least one (1) year seniority. Employees who express interest in
6 being selected for beeper duty shall make their intent known to the supervisor.

7
8 **Section 7.9.4.2.** Beeper duty shall start at 12:01 a.m. of the first day of the beeper duty and will
9 continue until the normal working hours of the next working day. For example, the first day of beeper
10 duty is when an employee begins beeper duty on Saturday morning at 12:01 a.m. and ends beeper duty
11 for that day at 12:00 a.m. The second day of beeper duty is when an employee begins beeper duty at
12 12:01 a.m. on Sunday and ends at the normal working hours on Monday. With approval of the
13 supervisor, an employee may use his or her personal vehicle to respond to a beeper call. Employees
14 will be reimbursed for mileage in this section at the District-approved mileage rate.

15
16 **Section 7.10. Supervisor Approval.** An employee may not adjust his/her workday schedule without
17 prior approval of the District supervisor.

18
19 **Section 7.11. Driving Records.** Employees who drive District vehicles shall provide a current
20 abstract of their driving record from the Department of Licensing (or other similar agency from other
21 states) every two years. Such records shall be maintained in personnel files and shall not be released
22 to third parties without employee consent. Any discipline or discharge action taken because of this
23 information shall comply with the just cause principles of Article XI. The District shall pay the cost of
24 obtaining the abstract and shall, if possible, be the requestor of the abstract.

25 26 27 28 **ARTICLE VIII**

29 30 **HOLIDAYS AND VACATIONS**

31
32 **Section 8.1. Holidays.** All employees shall receive the following paid holidays:

- 33
- | | |
|-----------------------------------|---|
| 34 1. New Year's Day | 7. Veterans' Day |
| 35 2. Martin Luther King, Jr. Day | 8. Thanksgiving Day |
| 36 3. Presidents' Day | 9. Day after Thanksgiving |
| 37 4. Memorial Day | 10. Day before or after Christmas* |
| 38 5. Independence Day* | 11. Christmas Day |
| 39 6. Labor Day | 12. Day before or after New Year's Day* |

40
41 *Twelve month employees only.

42
43 **Section 8.1.1. Holidays.** Any holidays proclaimed by the federal or state government, including any
44 of the present holidays that may be granted on the Monday following the holiday and proclaimed to be
45 a school holiday by the Superintendent of Public Instruction, shall be considered a paid holiday.

1
2 **Section 8.1.2. Unworked Holidays.** Eligible employees shall receive pay equal to their normal work
3 shift at their base rate in effect at the time the holiday occurs. An employee who is on the active
4 payroll on the holiday and has worked either his/her last scheduled shift preceding the holiday and is
5 not on leave of absence, or is on an approved paid leave, shall be eligible for pay for such unworked
6 holiday.

7
8 **Section 8.1.3. Worked Holidays.** Employees who are required to work on Independence Day,
9 Christmas or Thanksgiving shall receive the pay due them for the holiday, plus twice their base rate for
10 all hours worked on such holidays. Employees who are required to work on the other above described
11 holidays shall receive the pay due them for the holiday, plus twice their base rate for all hours worked
12 on such holidays, unless the employee starts to work at 6:00 p.m. or thereafter on that date.

13
14 **Section 8.2. Vacations.** The vacation credit to which twelve (12) month employees shall be entitled
15 shall be computed in accordance with the following: an employee with one (1) year of service shall
16 earn twelve (12) days paid vacation credit. An employee shall earn one (1) additional day of vacation
17 credit for each year of service after the first year up to twenty (20) days. For every regular workday
18 from which an employee is absent on vacation, sick leave, bereavement leave, emergency leave or
19 judicial leave, the hours of the employee's normal work shift shall be credited as if worked. Less than
20 twelve (12) month employees shall be entitled to a prorated share of vacation based upon the ratio of
21 days worked to two hundred sixty (260). Less than twelve (12) month employees working in the
22 capacity of substitutes are not entitled to vacation.

23
24 **Section 8.2.1.** Employees called back from vacation shall be compensated at two (2) times their
25 regular rate for all hours worked.

26
27 **Section 8.2.2.** Employees who terminate employment and give at least two (2) weeks written notice,
28 shall receive payment for unused accrued vacation credit with their final paycheck up to the maximum
29 allowed without creating excess compensation under state law.

30
31 **Section 8.2.3.** Vacation may be accumulated up to thirty (30) days. In the event that an employee is
32 denied vacation or is unable to take a requested vacation due to District needs, the employee shall be
33 paid for such vacation on the next available pay warrant if it would result in an accrual of over thirty
34 days of vacation. Each year, employees accruing twenty (20) vacation days or less shall be eligible to
35 sell back up to ten (10) vacation days at the rate of one day of pay at the employee's current wage rate
36 for one day of vacation. Written notice of an intent to sell back such vacation must be received by July
37 31, and will be processed for payment in the August payroll.

38
39 **Section 8.2.4.** Employees, upon completion of their probationary period, may request the use of any
40 accumulated vacation credit.

41
42 **Section 8.2.5.** Vacations shall be scheduled with the approval of the Facilities Director.

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 IX

LEAVES

Section 9.1. 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, or at least that portion of ten (10) days which represents that relationship between days worked and the amount of days normally worked in a full school year. An employee who works eleven (11) working 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. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. 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 the accumulated benefits will be expended on an hourly rather than a daily basis.

Section 9.1.2. Industrial Insurance/Labor and Industries. In the event employees are absent for reasons which are covered by industrial insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

Section 9.1.2.1. Medical Leave - Work Related Injuries. Employees who request time off for medical appointments, physical therapy, rehabilitation which is related to injuries incurred at work, shall be allowed paid leave with no deduction made from accrued sick leave. The District may require verification of appointments and of the inability to schedule outside of work time.

Section 9.1.3. Sick Leave Transfer. Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given credit for such accrued sick leave upon employment by the District.

Section 9.2. Sick Leave Accrual/Compensation. The parties mutually agree to enter into an attendance incentive program as provided by state law and District Policy.

Section 9.3. Verification of Illness/Injury. A doctor's certificate may be required for illness of three (3) or more consecutive days at the discretion of the administration.

Section 9.4. Sick Leave Usage. Absences warranting sick leave are:

- A. Personal illness or injury.
- B. Leave for emergencies.
- C. Appointments with medical or dental doctors or other legally recognized practitioners to prevent illness or preserve the health of the employee and which cannot be scheduled outside school hours.

1 D. Family Illness, pursuant to State and Federal law and District Policy.

2 **Section 9.4.1. Leave For Family Bereavement.**

- 3
- 4 A. Up to five (5) days leave per occurrence for the death of spouse, mother, father, son, daughter,
5 or other residing in the employee's household shall be granted.
- 6 B. Up to two (2) days leave per occurrence for the death of a mother-in-law, father-in-law, sister
7 or brother shall be granted.
- 8 C. Up to one (1) day leave per occurrence for funerals of other relatives or close friends shall be
9 granted.
- 10 D. When extended travel is necessary in order to attend a funeral or memorial service, extended
11 time for travel may be requested.
- 12

13 **Section 9.5. Family Illness Leave.** The District agrees to enact a policy for family illness leave in
14 accordance with Federal and State law.

15

16 **Section 9.6. Disability Leave (Including Maternity Leave).** Upon application therefore, the District
17 shall grant disability leave. Such leave shall commence at such time as the employee, and his/her
18 medical advisory deem necessary. Employees granted disability leave shall be allowed compensation
19 for disability leave in accordance with Sections 9.1.1, 9.2, 9.3 and 9.4. Before returning to work, the
20 employee must be certified by his/her medical physician as ready and able to return. If sick leave is
21 exhausted, then the employee shall be granted leave under Section 9.8.

22

23 **Section 9.7. Judicial Leave.** In the event an employee subject to this Agreement is summoned to
24 serve as a juror, or appear as a codefendant with the School District, he/she shall receive his/her
25 normal day's pay for each day he/she is required in court; provided, however, that any compensation
26 received for such service shall be paid to the District. Such payment to the District shall not exceed
27 the employee's normal daily pay less bona fide expenses. In the event that the employee is a party
28 (plaintiff or defendant) in court action, he/she may request a leave of absence which may be granted
29 without pay.

30

31 **Section 9.8. Leave Of Absence.** Any employee who has completed the probationary period may
32 request a leave of absence for reasons of: illness; injury; personal or family emergency; or approved
33 training or education. A leave of absence requested for reasons other than those enumerated above
34 shall be at the discretion of the District. It is agreed by the parties that a leave of absence is not
35 intended to be taken for the purposes of taking employment outside the District. Upon
36 recommendation of immediate supervisor through administrative channels to the Superintendent, and
37 upon approval of the Board of Directors, the employee may be granted a leave of absence for a period
38 not to exceed one (1) year. Requests for a leave of absence shall be made in writing. A leave of
39 absence is to be requested and granted only for a specific period of time. All requests will be
40 considered in light of available substitutes and, when granted, will be without compensation (unless all
41 or part of the leave is covered by paid leave for illness, injury, emergency, bereavement, or vacation
42 pursuant to the provisions of Article VII or Article IX). Leaves may be extended up to one (1)
43 additional year at the discretion of the District.

44

45 **Section 9.8.1. Requesting A Leave Of Absence.** To request a leave of absence, the employee shall
46 submit a letter to the supervisor stating the reason for the leave and the date the employee expects to
47 return to work from the leave. A leave of absence must be requested when the employee expects to be
48 absent from work for more than ten (10) workdays, unless the absence is to be taken entirely with paid

1 sick leave, emergency leave or vacation.

2 **Section 9.8.2. Benefits While On Leave Of Absence.** The employee will retain accrued illness and
3 injury leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation
4 credits, illness and injury leave and seniority shall not accrue while the employee is on leave of
5 absence. The District shall not be required to make insurance or retirement payments for any month in
6 which the employee is on unpaid leave of absence for more than twelve (12) working days in any
7 calendar month.

8
9 **Section 9.8.3. Return From Leave Of Absence - Twelve Months Or Less.** An employee returning
10 to work from a leave of absence not exceeding twelve (12) months (365 days) will be assigned to the
11 position occupied before the leave of absence, provided the employee returns within the time specified
12 for the leave of absence (unless extended with District approval so long as the total period of leave
13 does not exceed twelve (12) months). An employee hired to fill a position held by an employee on
14 leave of absence will be subject to all rights and duties contained in this Agreement, except that
15 seniority rights shall not accrue nor apply. If said employee is retained following the temporary
16 assignment, she/he will be subject to all rights and duties contained in this Agreement retroactive to
17 the beginning of the replacement assignment.

18
19 **Section 9.8.4. Return From Leave Of Absence - More Than Twelve Months.** In cases where the
20 leave of absence extends beyond twelve (12) months (365 days), the returning employee shall be
21 returned to a similar position unless the position has been abolished or a general reduction in force has
22 placed a more senior employee in the position. In such cases, the employee returning from leave shall
23 be returned to as equivalent a position as possible pursuant to the terms of Article X.

24
25 **Section 9.8.5. Notice Of Return From Leave Of Absence.**

26
27 **Section 9.8.5.1.** An employee who is on a leave of absence for less than six (6) months shall give ten
28 (10) working days written notice of intent to return to work.

29
30 **Section 9.8.5.2.** An employee on a leave of absence for more than six (6) months shall give twenty
31 (20) working days written notice of intent to return to work.

32
33 **Section 9.8.5.3.** Prior to returning to work from a leave of absence due to illness or injury, the
34 employee must provide the Personnel Services Office with written certification from the employee's
35 physician indicating that the employee may return to work and perform all essential functions of the
36 job.

37
38 **Section 9.8.6. Temporary/Replacement Employees.** The District shall notify the temporary
39 replacement employee who assumes a position created by an employee on approved leave of absence
40 that the position is only temporary.

41
42 **Section 9.8.6.1.** Temporary replacements shall be paid at the base rate of pay in their classification.
43 Temporary replacement employees shall be subject to all terms of this Agreement with the exceptions
44 of Article X and Article XV. Any such employees who are retained as a regular employee within five
45 (5) working days of the end of the temporary/replacement assignment shall be assigned a seniority date
46 retroactive to their initial hire date as a continuous temporary/replacement employee.

1
2 **Section 9.9. Protracted Illness Leave.** Any employee who has completed the probationary period
3 shall be entitled to non-compensated Leave of Absence in cases of protracted illness or injury as
4 certified by his/her physician.

5
6 **Section 9.9.1.** Upon application to the District, such leave shall be granted for the period of actual
7 illness or injury up to one (1) year. If additional time is necessary, written application must be made to
8 the District and up to one (1) additional year may be granted at the discretion of the District. An
9 employee who has been on protracted illness leave for more than six (6) months shall give twenty (20)
10 working days notice in writing of intent to return to work. An employee who has been off less than six
11 (6) months shall give ten (10) days notice of intent to return to work. Before the employee may return
12 to work, he/she shall have his/her fitness to return to work certified in writing by the attending
13 physician. Upon returning, the employee shall be returned to the position he or she had, unless the
14 position has been abolished, or a general reduction in force has placed a more senior employee in the
15 position. In those cases, the employee shall be returned to as equivalent a position as possible without
16 violating the terms of Article X.

17
18 **Section 9.10. Birth or Adoption Leave.** An employee shall be granted up to two (2) days off with
19 pay (which shall be deducted from sick leave) on or around the birth or adoption of the employee's
20 child, provided the employee is not taking Disability/Maternity Leave or Protracted Illness Leave for
21 the same purpose.

22 23 24 25 **ARTICLE X**

26 27 **SENIORITY, PROBATION, AND LAYOFF PROCEDURES**

28
29 **Section 10.1. Seniority Date.** The seniority of an employee within the bargaining unit shall be
30 established as of the date on which the employee began continuous daily employment (hereinafter
31 "hire date") unless such seniority shall be lost as hereinafter provided; provided, however, time spent
32 as a substitute employee shall not count for purposes of seniority.

33
34 **Section 10.2. Probation.** Newly hired regular employees shall remain in a probationary status for a
35 period of not more than two hundred sixty (260) working days following the hire date. During this
36 period the District may discharge such employee at its discretion, provided that the District has given
37 the employee written or oral notice of the reasons for the discharge and an opportunity to respond.
38 Probationary employees shall be paid at the rate of ninety percent (90%) of the base rate of the
39 position.

40
41 **Section 10.3. Completion Of Probation.** Upon completion of the probationary period, the employee
42 will be subject to all rights and duties contained in this Agreement retroactive to the hire date.
43
44
45
46
47
48

1
2 **Section 10.4. Loss Of Seniority.** The seniority rights of an employee shall be lost for the following
3 reasons:

- 4
- 5 A. Resignation;
- 6 B. Discharge for justifiable cause;
- 7 C. Retirement; or
- 8 D. Change to substitute status.
- 9

10 **Section 10.5. Seniority Accrual During Leaves.** Seniority shall continue to accrue during leaves for
11 which compensation is continued, during uncompensated leaves of less than ten (10) days, or when
12 otherwise required by applicable law. In other instances, seniority shall be adjusted to reflect the
13 period of leave.

14
15 **Section 10.6.** Seniority rights shall be administered on a bargaining unit wide basis, except in the case
16 of layoff as provided in Section 10.9 and in Section 8.2.5 (Vacation Scheduling).

17
18 **Section 10.7. Seniority Rights.** The employee with the earliest hire date shall have absolute
19 preferential rights regarding shift selection, vacation periods and special services (including overtime).
20 The employee with the earliest hire date shall have preferential rights regarding promotions,
21 assignment to new or open jobs or positions, and layoffs when ability and performance are
22 substantially equal with junior employees. If the District determines that seniority rights should not
23 govern because a junior employee possesses ability and performance substantially greater than a senior
24 employee or senior employees, the District shall set forth in writing to the employee upon request or
25 employees and the organization's Chapter President its reasons why the senior employee or employees
26 have been bypassed.

27
28 **Section 10.8. Open Position Posting.** The District shall publicize within the bargaining unit for five
29 (5) working days the availability of open positions as soon as possible after the District is apprised of
30 the opening. A copy of the job posting shall be forwarded to the President of the Association and to
31 the Association representative of the classification concerned.

32
33 **Section 10.8.1. New Bargaining Unit Positions.** Positions not listed on Schedule A shall not be
34 offered or filled before initiating negotiations on wages, hours and working conditions with the
35 Association. A letter to the Chapter President indicating the position title, general duties and proposed
36 wage rate shall be sufficient to fulfill the requirements of "initiating negotiations".

37
38 **Section 10.9. Layoffs.** In the event of a layoff, employees so affected are to be placed on a
39 reemployment list (or lists) maintained by the District according to seniority within each of the
40 classifications. Such employees shall have preferential rights to fill openings within each of the
41 classifications. Such employees shall preferential rights to fill openings in the classifications from
42 which they were laid off. Vacancies in other classifications will be filled pursuant to Section 10.7.
43 Names shall remain on the reemployment lists for two (2) years.

44
45 **Section 10.9.1.** Employees on layoff status shall file their addresses in writing with the personnel
46 office of the District and shall thereafter promptly advise the District in writing of any change of
47 address.

1
2 **Section 10.9.2.** An employee shall forfeit rights to reemployment as provided in Section 10.9 if the
3 employee does not comply with the requirements of Section 10.9.1, or if the employee does not
4 respond to the offer of reemployment within fifteen (15) days.

5
6 **Section 10.9.3.** Employees who are on layoff status and are on the reemployment list shall not forfeit
7 recall rights to reemployment in the bargaining unit by: declining an offer which is not substantially
8 equal in hours, wages and benefits to the position occupied immediately prior to layoff; or by
9 accepting a position in the District (in this bargaining unit or any other classified bargaining unit) with
10 substantially lower hours, wages and benefits than the position occupied immediately prior to layoff.
11 Positions which are temporary shall not be considered ‘substantially equal’ under the terms of this
12 section. However, employees on layoff may accept a temporary position and retain their place on the
13 re-employment list.

14
15
16 **ARTICLE XI**

17
18 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

19
20
21 **Section 11.1. Justifiable Cause/Reprimands.** Employees, other than probationary or substitute,
22 shall be disciplined or discharged only for justifiable cause. The issue of justifiable cause shall be
23 resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to
24 reprimand an employee, it shall be done in a manner which will not embarrass the employee before
25 other employees or the public.

26
27 **Section 11.2. Notice Of Termination.** Normal termination or resignation shall require a two (2)
28 week written notice.

29
30 **Section 11.3. Notification to Non-Annual Employees.** This Article is intended to be applicable to
31 those employees whose duties necessarily imply less than twelve (12) months (excluding vacations)
32 work per year.

33
34 **Section 11.3.1.** Should the District decide to discharge any non-annual employee, the employee shall
35 be so notified in writing prior to the expiration of the school year.

36
37 **Section 11.3.2.** Nothing contained herein shall be construed to prevent the District from discharging
38 an employee for acts of misconduct occurring after the expiration of the school year.

39
40 **Section 11.3.3.** Nothing contained herein shall, in any regard, limit the operation of this Article.

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

INSURANCE AND RETIREMENT

Section 12.1. District Medical Contribution. The District shall contribute monthly the state designated amount for medical benefits, less the health care authority retirement deduction, toward the monthly premium cost of employee insurance. Contributions shall be paid toward the cost of District approved insurance programs for employees on a full-time equivalency basis of 1,440.

Section 12.1.1. Insurance Pooling. Effective September 1 annually, the amount of unused state insurance benefits shall be pooled for the benefit of bargaining unit employees in a manner mutually agreeable to the District and the Association.

Section 12.2. Tort Liability Coverage. The District shall provide tort liability coverage for all employees subject to this Agreement but limited to public bodily injury and property damage liability coverage as provided in the District's liability insurance policies.

Section 12.3. Retirement. In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District shall use the projected hours of the regular shifts. All hours worked, whether straight time, overtime, or otherwise, will be reported.

ARTICLE XIII

VOCATIONAL AND/OR IN-SERVICE TRAINING

Section 13.1. Training Funding. In the mutual interests of the District and the Association, the District shall make funds available to the employees subject to this Agreement for vocational and/or in-service improvement each year that the District has two levy collections. A training plan shall be developed by the department leads and the Facilities Director, and approved by the Conference Committee by December 31 of each year.

Section 13.2. Approved Usage of Training Funds. Such funds may be utilized for the following purposes if approved by the supervisor and the Superintendent or designee:

Section 13.2.1. Reimbursement for employees subject to this Agreement to attend recognized vocational/in-service courses.

Section 13.2.2. Expenses and materials to establish courses of study within the confines of the District which would be of mutual benefit to the employee and the District.

Section 13.2.3. Purchase of recognized vocational courses from local, state, or national educational institutes which would improve the potential of employees subject to this Agreement.

1
2 **Section 13.2.4.** Upon the written request of an employee, a denial of a requested use of training funds
3 will be added to the agenda and discussed by the Conference Committee referenced in Section 6.1 at
4 its next scheduled meeting.

5
6 **Section 13.3. Reimbursement.** Employees will be reimbursed at their regular hourly rate per hour
7 for attending first-aid and recertification courses; provided, however, the employee must successfully
8 complete the course in order to receive compensation therefore.

9
10 **Section 13.4. Pay For Required Meetings.** Employees shall receive their regular hourly rate for all
11 hours in attendance at required departmental meetings.

12
13 **Section 13.5. Written Notification to Employees.** When the District requires, requests, or suggests
14 that a course be taken, such will be done in writing in order to be official notice to the employee.

15
16 **Section 13.6. Meal Expenses.** Employees who are on authorized training during meal periods
17 (including travel time to and from the training site) shall be compensated/reimbursed in accordance
18 with the District's Employee Travel Authorization and Expense Reimbursement Policy.

19
20
21
22 **ARTICLE XIV**

23
24 **MAINTENANCE OF MEMBERSHIP AND CHECKOFF**

25
26 **Section 14.1. Coverage/Maintenance.** Each employee subject to this Agreement, who, on the
27 effective date of this Agreement, is a member of the Association in good standing shall, as a condition
28 of employment, maintain his/her membership in the Association in good standing during the period of
29 this Agreement.

30
31 **Section 14.2. Membership Requirements.** All employees in classifications subject to this
32 Agreement who are not members of this Association on the effective date of this Agreement and all
33 employees in classifications subject to this Agreement who are hired at a time subsequent to the
34 effective date of this Agreement shall, as a condition of employment, become members in good
35 standing of the Association within forty (40) days of the effective date of this Agreement or within
36 forty (40) days of the hire date, whichever is applicable. Such employee shall then maintain his/her
37 membership in the Association in accordance with the previous section.

38
39 **Section 14.3. Non-Member Service Fees.** Notwithstanding the provisions of the probationary period
40 contained in this Agreement, the parties recognize that an employee should have the option of
41 declining to participate as a member in the Association, yet contribute financially to the activities of
42 the Association in representing him/her as a member of the collective bargaining unit. Therefore, as an
43 alternative to, and in lieu of membership requirements of Sections 14.1 and 14.2, an employee who
44 declines membership in the Association may pay to the Association each month a service charge as a
45 contribution towards the administration of this Agreement in an amount equal to the regular monthly
46 dues. This service charge shall be collected by the Association in the same manner as monthly dues.

1
2 **Section 14.4. Refusal to Join.** Any employee who refuses to become a member of the Association in
3 good standing or pay the service charge in accordance with the previous sections, shall, at the option of
4 the Association, be immediately discharged from employment by the District.

5
6 **Section 14.5. Religious Objection to Membership.** Nothing contained in this Agreement shall
7 require Association membership of employees who object to such membership based on bona fide
8 religious tenets or teachings of a church or religious body of which such employee is a member. Such
9 employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable
10 organizations mutually agreed upon by the employee and the Association. The employee shall furnish
11 written proof that such payment has been made. If the employee and the Association cannot agree on
12 such matter, it shall be resolved by the Public Employment Relations Commission pursuant to
13 RCW 41.56.122.

14
15 **Section 14.6. Checkoff.** The District shall deduct PSE dues or service charges from the pay of any
16 employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall
17 transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a
18 monthly basis.

19
20 A current seniority list of all employees within the bargaining unit will accompany the first such
21 transmittal. Thereafter, the District will indicate additions and deletions from payroll deduction using
22 forms provided by the Association.

23
24 **Section 14.7. Monthly Report to the Association.** Accompanying the monthly transmission of dues
25 to PSE, the District will submit a list of all bargaining unit employees with each employee's name and
26 the amount of dues deducted for that month.

27
28
29
30 **ARTICLE XV**

31
32 **GRIEVANCE PROCEDURE**

33
34 **Section 15.1.** A grievance is hereby defined as an alleged violation of the terms of this Agreement by
35 the District and shall be resolved in strict compliance with this Article. Failure to comply with the
36 steps and timeliness so stipulated will result in the grievance being invalid and subject to no further
37 processing.

38
39 **Section 15.2. Grievance Steps.**

40
41 **Section 15.2.1. Step I. Discussion With Immediate Supervisor.** Employees shall first discuss the
42 grievance with their immediate supervisor. If employees so wish, they may be accompanied by an
43 Association representative at such discussion. All grievances not brought to the immediate supervisor
44 in accordance with the preceding sentence within ten (10) working days of the occurrence of the
45 grievance shall be invalid and subject to no further processing. The supervisor has ten (10) working
46 days to respond from the date of receipt of Step One-Verbal.

1
2 **Section 15.2.2. Step II. Written Submission to Immediate Supervisor.** If the grievance is not
3 resolved to the employee's satisfaction in accordance with the preceding subsection, the employee
4 shall, within ten (10) working days of the response at Step One, reduce to writing a statement of the
5 grievance containing the following:

- 6
7 A. The facts on which the grievance is based;
8 B. A reference to the provisions in this Agreement which have been allegedly violated; and
9 C. The remedy sought.

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

16
17 **Section 15.2.3. Step III. Written Submission to Superintendent.** If no settlement has been reached
18 within the ten (10) working days referred to in the preceding subsection, and the Association believes
19 the grievance to be valid, a written statement of grievance shall be submitted within ten (10) working
20 days to the District Superintendent or the Superintendent's designee. After such submission, the
21 parties will have ten (10) working days from submission of written statement of grievance to resolve it
22 by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all
23 parties to the grievance shall sign it.

24
25 **Section 15.2.4. Step IV. Arbitration.** If no settlement has been reached within the ten (10) working
26 days referred to in the preceding subsection, and the employee and the Association determine the
27 grievance to be valid, the Association may demand arbitration of the grievance within twenty (20)
28 working days of the receipt of the answer at Step Three utilizing the Voluntary Labor Arbitration
29 Rules of the American Arbitration Association. The Arbitrator's award shall be final and binding upon
30 all parties.

31
32 **Section 15.2.5.** It is agreed that:

- 33
34 A. Matters involving employee evaluation are specifically excepted and excluded from being
35 arbitrable under this Article.
36 B. The Arbitrator shall have no power to alter, add to or subtract from the terms of this
37 Agreement.
38 C. The fees and expenses of the Arbitrator shall be equally shared by the parties.

39
40 **Section 15.3. Grievance Meetings/Discrimination.** The grievance or arbitration discussions shall
41 take place whenever possible on work time. The District shall not discriminate against an individual
42 employee or the Association for taking action under this Article.

1
2
3 **ARTICLE XVI**
4

5 **SALARIES AND COMPENSATION**
6

7 **Section 16.1.** Employees shall be compensated in accordance with the provisions of this Agreement
8 for all hours worked. Consistent with payroll processing requirements and capabilities, each employee
9 shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid
10 with each paycheck.
11

12 **Section 16.1.1. Pay Periods.** Employees shall receive twelve (12) paychecks per year. For all work
13 other than the regular scheduled time, the employer shall compensate the employee through the
14 District's regular time sheet procedure.
15

16 **Section 16.2. Rates of Compensation.** Employees shall be paid in accordance with the rates on
17 Schedule A. For the 2007-08 school year, the base rates on Schedule A shall be increased by the
18 percentage of the state classified salary increase, plus an additional one-half percent (.5%) For the
19 2008-09 school year, the base rates on Schedule A shall be increased by the percentage of the state
20 classified salary increase, plus an additional one percent (1%). If the state funds classified salary
21 increases in any manner other than the percentage method used in the past, the parties agree to reopen
22 this section solely on applying state-funded increases to Schedule A.
23

24 **Section 16.2.1. Salary Schedule Steps.** Step increases will be implemented on September 1 of each
25 school year. Employees who have completed at least one-half of their position's work year the prior
26 school year will be granted one year of experience toward the next higher step on Schedule A for that
27 position.
28

29 **Section 16.3. Hours Calculations.** For purposes of calculating daily hours, time worked shall be
30 rounded to the nearest one-quarter (¼) hour.
31

32 **Section 16.4. Mileage.** Any employee required to travel from one site to another in a private vehicle
33 during working hours shall be compensated for such travel on a per mile basis at the prevailing Board
34 policy rate or the prevailing IRS rate, whichever is higher. District vehicles will be used in all cases.
35 However, in the event none are available, use of a private vehicle requires approval of the Maintenance
36 Director.
37

38 **Section 16.5. Travel Expenses.** Employees required to remain overnight on District business shall be
39 reimbursed for reasonable and necessary room and board expenditures.
40

41 **Section 16.6. Commercial Driver's License.** The District will pay approved costs for testing and
42 training incurred by employees in obtaining the required Commercial Driver's License.
43

44 **Section 16.7. Safety Equipment.** District-required safety equipment will be provided for employees
45 as per OSHA or WISHA.
46

47 **Section 16.8. Change In Bargaining Unit.** If an employee is voluntarily or involuntarily transferred
48 into the Maintenance and Grounds bargaining unit, the employee shall retain their original District hire

1 date for the purpose of calculating vacation benefits and longevity pay. This benefit shall also apply to
2 employees transferring into the bargaining unit from layoff status.

3 **Section 16.9.** Each employee shall be reimbursed annually up to \$110.00 upon submission of receipts
4 for safety footwear. The District will provide standard operating procedures for obtaining
5 reimbursement. There shall be no carryover from the previous year.
6
7
8

9 ARTICLE XVII

10 **TERM AND SEPARABILITY OF PROVISIONS**

11
12
13 **Section 17.1.** The term of this Agreement shall be September 1, 2006 to August 31, 2009.
14

15 **Section 17.2. Obligation to Negotiate.** The parties acknowledge that each has had the unlimited
16 right and opportunity to make demands and proposals with respect to any matter deemed a proper
17 subject for negotiations. The results of the exercise of that right and opportunity are set forth in this
18 Agreement. Except as specifically stated in this Agreement, the District and the Association for the
19 duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the
20 other party to negotiate with respect to any subject or matter covered or not covered in this Agreement
21 unless mutually agreed otherwise.
22

23 **Section 17.3. Invalid Sections.** If any provisions of this Agreement or the application of any such
24 provision is held invalid, the remainder of this Agreement shall not be affected thereby.
25

26 **Section 17.4. Conflict With Law.** Neither party shall be compelled to comply to any provision of
27 this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant
28 thereto.
29

30 **Section 17.5. Renegotiation.** In the event either of the two (2) previous sections is determined to
31 apply to any provision of this Agreement, such provision shall be renegotiated pursuant to
32 Section 17.3.
33

34 **Section 17.6. Levy Passage.** Salary increases above the state funded dollars are contingent upon
35 successful levy passage and two levy collections per school year.
36
37
38

39 ARTICLE XVIII

40 **NO STRIKE**

41
42
43 **Section 18.1.** The Association agrees that there shall be no work stoppage or interruptions of regularly
44 assigned duties during the life of this Agreement.
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 XIX

BARGAINING UNIT SUBSTITUTES

Section 19.1. Relevant to Washington Public Employment Relations Commission Decision #2043 PECB, January 10, 1985, substitutes who work greater than thirty (30) cumulative days in a given year shall be paid according to Schedule A. Rights of said substitutes identified shall be limited exclusively to those items in this Article.

**PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON**

**PENINSULA CHAPTER -
MAINTENANCE AND GROUNDS UNIT**

PENINSULA SCHOOL DISTRICT

**BY: _____ /s/
Al Comstock, Chapter President**

**BY: _____ /s/
Marcia Harris, Deputy Superintendent**

DATE: August 27, 2006

DATE: August 28, 2006

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

Schedule A
Peninsula Maintenance & Grounds
2006 - 2007

	Year 1	Year 2-5	Year 6-13	Year 14+
	(90% of base)	(base)	(Base=\$.60)	(Base+\$.90)
<u>Maintenance</u>				
Foreman	\$ 20.83	\$ 23.14	\$ 23.74	\$ 24.04
Technician	\$ 16.67	\$ 18.52	\$ 19.12	\$ 19.42
<u>Grounds</u>				
Chief	\$ 18.35	\$ 20.39	\$ 20.99	\$ 21.29
Technician	\$ 15.51	\$ 17.23	\$ 17.83	\$ 18.13
<u>HVAC/Plumbing</u>				
Foreman	\$ 20.83	\$ 23.14	\$ 23.74	\$ 24.04
Technician	\$ 16.67	\$ 18.52	\$ 19.12	\$ 19.42
Warehouse/Courier	\$ 14.87	\$ 16.52	\$ 17.12	\$ 17.42
Seasonal	\$ 10.95	\$ 12.17	\$ 12.77	\$ 13.07