

**FINAL COPY**

**September 1, 2004**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
PENINSULA SCHOOL DISTRICT NO. 401**

**AND**

**PUBLIC SCHOOL EMPLOYEES OF PENINSULA  
TRANSPORTATION - MECHANIC UNIT**

**SEPTEMBER 1, 2004 - AUGUST 31, 2007**

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**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.

**Section 1.2.** Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).

**Section 1.3.** The bargaining unit to which this Agreement is applicable is as follows: All classified employees performing work in the Mechanic job classification.

**Section 1.4.** The District shall enter into no agreement or contract with employees subject to this Agreement which is inconsistent with the terms and conditions of this Agreement.

**Section 1.5.** Descriptions for all positions subject to this Agreement will be attached hereto as informational items.

**ARTICLE II**

**RIGHTS OF THE DISTRICT**

**Section 2.1.** It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is 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; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

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

## ARTICLE III

### RIGHTS OF EMPLOYEES

**Section 3.1.** It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

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

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

**Section 3.4.** Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others.

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

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

**Section 3.6.1.** No materials derogatory of the employee's conduct, service, character or personality shall be placed in the personnel file unless the employee has had the opportunity to read and respond to them. The employee shall acknowledge having read such material by affixing his/her signature to the copy to be filed. The employee shall have the right to his/her own version of the incident or statement and have his/her statement attached to the original document(s). Except for material that relates to student health and/or safety, or other as required by law, no derogatory material shall remain in an employee's file for more than three (3) years from the date of entry unless a continuation of the same type of problem is shown in the file within three (3) years from the date of entry.

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**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 of employees subject to this Agreement will be provided, upon request, to the President of 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 State Organization.

**Section 4.4.** The President of the Association or his/her designated representatives will be provided time off without loss of pay to a maximum of ten (10) days per year to attend regional or state meetings when the purpose of those meetings is in the best interests of the District as determined by the District administration. The Association shall reimburse the District for the cost of required substitutes.

**Section 4.5.** Upon request, 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.** The Association shall be notified by the District of any grievances or disciplinary actions 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 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.

**ARTICLE V**

1 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

2  
3 **Section 5.1.** It is agreed and understood that matters appropriate for consultation and negotiation  
4 between the District and the Association are grievance procedures and collective negotiations on  
5 personnel matters, including wages, hours and working conditions.  
6

7 **Section 5.2.** It is further agreed and understood that the District will consult with the Association prior  
8 to making changes in working conditions not covered by this Agreement.  
9

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11 **ARTICLE VI**

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13 **ASSOCIATION REPRESENTATION**

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16 **Section 6.1.** The Association will designate a Conference Committee of three (3) members to meet  
17 with the Superintendent of the District and/or his/her designated representatives on a mutually  
18 agreeable regular basis to discuss appropriate matters.  
19

20 **Section 6.2.** The Association representatives, pursuant to Section 6.1, shall represent the Association  
21 and employees in meeting with officials of the District to discuss appropriate matters of mutual interest.  
22 They may receive and investigate to conclusion complaints or grievances of employees and thereafter  
23 advise employees of rights and procedures outlined in this Agreement and applicable regulations or  
24 directives for resolving the grievances or complaints. They may not, however, continue to advise the  
25 employee on courses of action after the employee has indicated that he/she does not desire to pursue a  
26 grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion.  
27 They may consult with the District on complaints without a grievance being made by an individual  
28 employee.  
29

30 **Section 6.3.** Time during working hours will be allowed Association representatives for attendance at  
31 meetings with the District. Time may also be allowed for representatives to discuss with the employees  
32 grievances and appropriate matters directly related to work situations in their area or craft. Association  
33 representatives will guard against the use of excess time in the handling of such matters.  
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44 **ARTICLE VII**

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46 **HOURS OF WORK AND WORKING CONDITIONS**  
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2 **Section 7.1.** The workweek shall consist of five (5) consecutive days, Monday through Friday,  
3 followed by two (2) consecutive days of rest, Saturday and Sunday, provided, however, the District  
4 may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2)  
5 consecutive days of rest.

6  
7 **Section 7.2.** Each employee shall be assigned to a definite and regular shift which shall not be changed  
8 without prior notice to the employee of two (2) calendar weeks. Upon mutual agreement between the  
9 employee and the supervisor, this notice may be waived.

10  
11 **Section 7.3.** The normal shift shall consist of eight and one-half (8½) hours, for eight (8) hours  
12 compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift  
13 as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half  
14 rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

15  
16 **Section 7.3.1.** All hours worked in a night shift (a shift beginning after 2:00 p.m.) by twelve (12)  
17 month mechanics shall receive thirty cents (\$0.30) shift differential in addition to the appropriate rate.

18  
19 **Section 7.4.** Employees required to work through their regular lunch periods will be given time to eat  
20 at a time agreed upon by the employee and supervisor. In the event the District requires an employee to  
21 forego a lunch period and the employee works the entire shift, including the lunch period, the employee  
22 shall be compensated for the foregone lunch period in accordance with the terms of this Agreement.

23  
24 **Section 7.5.** Year round employees in the bargaining unit are expected to report to work during school  
25 closures, which result from inclement weather, plant inoperation or the like.

26  
27 **Section 7.6.** All hours worked in excess of forty (40) per workweek shall be compensated at one and  
28 one-half (1½) times the employee's base hourly rate; provided, however, that overtime must have the  
29 prior approval of the District.

30  
31 **Section 7.7.** As deemed necessary by the Transportation Supervisor, the District will provide coveralls  
32 and laundering for full-time mechanics and helpers.

33  
34 **Section 7.8.** The District agrees to reimburse employees for tools that become damaged during the  
35 performance of duties, and has the option to reimburse for tools lost during the performance of duties.

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42 **Section 7.9.** The District shall publicize within the bargaining unit the availability of open positions as  
43 soon as possible after the District is apprised of the opening.

44  
45 **Section 7.10.** When an employee is specifically requested by his/her supervisor to assume the duties of  
46 a higher rated position for five (5) consecutive days, he/she shall be compensated at the higher rate of  
47 pay. The five (5) day period may be waived upon recommendation of the Transportation Supervisor.

1  
2 **Section 7.11. Compensatory Time.** The District will publicize the procedures for approved  
3 compensatory time for employees as provided in District Policy.  
4  
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6  
7 **ARTICLE VIII**  
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9 **HOLIDAYS AND VACATIONS**  
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11 **Section 8.1. Holidays.** All employees shall receive the following paid holidays:  
12

- |                                   |   |
|-----------------------------------|---|
| 13 1. New Year's Day              | 7. Veterans' Day                              |
| 14 2. Martin Luther King, Jr. Day | 8. Thanksgiving Day                           |
| 15 3. Presidents' Day             | 9. Day after Thanksgiving                     |
| 16 4. Memorial Day                | 10. Day before or after Christmas*            |
| 17 5. Independence Day*           | 11. Christmas Day                             |
| 18 6. Labor Day                   | 12. Day before or after<br>19 New Year's Day* |

20  
21 \*Twelve month employees only.  
22

23 **Section 8.1.1. Holidays.** Any holiday proclaimed by the federal or state government, including any of  
24 the present holidays that may be granted on the Monday following the holiday and proclaimed to be a  
25 school holiday by the Superintendent of Public Instruction, shall be considered a paid holiday.  
26

27 **Section 8.1.2. Unworked Holidays.** Eligible employees shall receive pay equal to their normal work  
28 shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll  
29 on the holiday and has worked his/her last scheduled shift preceding the holiday and his/her first  
30 scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such  
31 unworked holiday. An exception to this requirement will occur if the employee can furnish proof  
32 satisfactory to the District that because of illness he/she was unable to work on either of such shifts, and  
33 his/her absence previous to such holiday by reason of such illness has not been longer than thirty (30)  
34 regular workdays.  
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40 **Section 8.1.3. Worked Holidays.** Employees who are required to work on the above described  
41 holidays shall receive the pay due them for the holiday, plus their base rate for all hours worked on such  
42 holidays, unless the employee starts to work at 6:00 p.m. or thereafter on that date.  
43

44 **Section 8.1.4. Holidays During Vacation.** Should a holiday occur while an employee is on vacation,  
45 the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.  
46 If one of the above holidays falls on a weekend, the employee shall be given one (1) day's pay at his/her  
47 base rate.

1  
2 **Section 8.2. Vacations.** Each full-time employee shall earn one (1) day of vacation per month for the  
3 first year of employment. Employees may schedule vacation subject to Transportation Supervisor's  
4 approval. An employee shall earn one (1) additional day of vacation credit for each year of service after  
5 the first year up to twenty (20) days. For every regular workday from which an employee is absent on  
6 vacation, sick leave, bereavement leave or emergency leave, the hours of the employee's normal work  
7 shift shall be credited as if worked. Less than twelve (12) month employees shall be entitled to a  
8 prorated share of vacation based upon the ratio of days worked to two hundred sixty (260). Less than  
9 twelve (12) month employees working in the capacity of substitutes are not entitled to vacation.

10  
11 Employees who earned more than twenty (20) days vacation per year prior to September 1, 1999, may  
12 make a one-time election prior to September 1, 1999, to continue to accrue vacation at the same rate  
13 (days per year) earned during the 1998-99 school year in lieu of receiving the higher longevity schedule  
14 in Section 16.2.2.

15  
16 **Section 8.2.1.** All hours worked will be counted in the computation of vacation credit; provided,  
17 however, hours worked in excess of forty (40) per week shall not be counted toward vacation credit.

18  
19 **Section 8.2.2.** Except as provided in the following section, any vacation credit currently due but  
20 unused by the new accrual date each year may be carried over for one (1) year following the accrual  
21 date with the approval of the immediate supervisor and administration. No vacation may be carried  
22 over for more than one (1) year beyond the date on which it became due; provided, however, no  
23 employee shall be denied accrued vacation benefits due to the District employment needs.

24  
25 **Section 8.2.3.** Employees who work less than twelve (12) months per year shall receive payment for  
26 unused accrued vacation with their June paycheck. Any employee who is discharged or who terminates  
27 employment shall receive payment for unused accrued vacation credit with their final paycheck.

## 38 39 40 41 42 43 44 45 46 47 ARTICLE IX

### LEAVES

41 **Section 9.1. Sick Leave.** Each employee shall accumulate one (1) day of sick leave for each calendar  
42 month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick  
43 leave per school year, or at least that portion of ten (10) days which represents that relationship between  
44 days worked and the amount of days normally worked in a full school year. An employee who works  
45 eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick  
46 leave shall be vested when earned and may be accumulated up to a maximum of one hundred eighty  
47 (180) days entitlement. The District shall project the number of annual sick leave days at the beginning

1 of the school year according to the estimated calendar months the employee is to work during that year.  
2 The employee shall be entitled to the projected number of days of sick leave at the beginning of the  
3 school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the  
4 employee's normal daily work shift; provided, however, that should an employee's normal daily work  
5 shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will  
6 be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken,  
7 and the accumulated benefits will be expended on an hourly rather than a daily basis.

8  
9 **Section 9.1.1.** In the event employees are absent for reasons which are covered by industrial insurance,  
10 the District shall pay the employee an amount equal to the difference between the amount paid the  
11 employee by the Department of Labor and Industries and the amount the employee would normally  
12 earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the  
13 amount paid to the employee by the District.

14  
15 **Section 9.1.2.** Employees who have accrued sick leave while employed by another public school  
16 district in the State of Washington shall be given credit for such accrued sick leave upon employment  
17 by the District.

18  
19 **Section 9.2. Attendance Incentive Program.** The parties mutually agree to enter into an attendance  
20 incentive program (sick leave buy back) as outlined by state law.

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22 **Section 9.3.** A doctor's certificate may be required for illness of any duration at the discretion of the  
23 Administration.

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35 **Section 9.4.** Absences warranting sick leave are:

- 36  
37 A. Personal illness or injury.  
38  
39 B. Leave for emergencies.  
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41 C. Appointments with medical or dental doctors or other legally recognized practitioners to  
42 prevent illness or preserve the health of the employee and which cannot be scheduled outside  
43 school hours.  
44  
45 D. In accordance with RCW 49.12.270, as now or hereafter amended, to care for a child of the  
46 employee with a health condition that requires treatment or supervision, or a spouse, parent,

1 parent-in-law, or grandparent of the employee who has a serious health condition or an  
2 emergency condition.

3  
4 **Section 9.5. Family Illness Leave.** Pursuant to Federal and State Family Medical Leave Acts and  
5 District personnel practices, a family illness leave provision is herein incorporated. The purpose of this  
6 provision is to provide full-time employees with a family illness leave up to a total of twelve (12) weeks  
7 including other leave provisions upon the birth or adoption of a child and to care for a child under 18  
8 with a terminal health condition. The standards and guidelines for the unpaid leave are outlined in  
9 District personnel procedures.

10  
11 **Section 9.6. Bereavement Leave.** In addition to the above, each employee shall be entitled to the  
12 following leaves. Such leaves are not deducted from sick leave and are noncumulative.

- 13  
14 A. Up to five (5) days leave for the death of husband, wife, mother, father, son, or  
15 daughter shall be granted.  
16  
17 B. Up to three (3) days leave for the death of a mother-in-law, father-in-law, sister or  
18 brother shall be granted.  
19  
20 C. Up to one (1) day leave for funerals of other relatives or family members shall be  
21 granted.

22  
23 **Section 9.7. Paternity Leave.** One (1) day leave for the birth of a child to the employee's wife shall be  
24 granted. This leave is not deducted from sick leave and is noncumulative.

25  
26 **Section 9.8. Maternity Leave.** Upon application therefore, the District shall grant maternity leave.  
27 Such leave shall commence at such time as the employee and her medical advisor deem necessary.  
28 Employees granted maternity leave must return to work not later than one (1) year following the  
29 granting of the maternity leave. Employees granted maternity leave may, at their option, be allowed  
30 compensation for maternity leave in accordance with Section 9.1.1. Before returning to work, the  
31 employee must be certified by her physician as ready and able to return.

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35 **Section 9.9. Judicial Leave.** In the event an employee subject to this Agreement is summoned to  
36 serve as a juror, or appear as a codefendant with the School District, he/she shall receive his/her normal  
37 day's pay for each day he/she is required in court; provided, however, that any compensation received  
38 for such service shall be paid to the District. Such payment to the District shall not exceed the  
39 employee's normal daily pay less bona fide expenses. In the event that the employee is a party (plaintiff  
40 or defendant) in court action, he/she may request a leave of absence which may be granted without pay.

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42  
43 **Section 9.10. Leave of Absence.** Upon recommendation of the immediate supervisor through  
44 administrative channels to the Superintendent, and upon approval of the Board of Directors, an  
45 employee may be granted an extended leave of absence for a period not to exceed one (1) year.  
46 Request for such leave is to be made in writing. A leave of absence is to be requested and granted only

1 for a specific period of time. All requests will be considered in light of available substitutes and, when  
2 granted, will be without compensation.

3  
4 **Section 9.11.** The returning employee will not necessarily be assigned to the identical position  
5 occupied before the leave of absence. However, provided a vacancy exists for which the employee is  
6 qualified, the employee shall be reinstated to a position equivalent in duties and salary to that held at the  
7 time the request for leave of absence was approved.

8  
9 **Section 9.12. Protracted Illness Leave.** Any employee who has completed the probationary period  
10 shall be entitled to non-compensated Leave of Absence in cases of protracted illness or injury as  
11 certified by his/her physician.

12  
13 **Section 9.12.1.** Upon application to the District, such leave shall be granted for the period of actual  
14 illness or injury up to one (1) year. If additional time is necessary, written application must be made to  
15 the District and up to one (1) additional year may be granted at the discretion of the District. An  
16 employee who has been on protracted illness leave for more than six (6) months shall give twenty (20)  
17 working days notice in writing of intent to return to work. An employee who has been off less than six  
18 (6) months shall give ten (10) days notice of intent to return to work. Before the employee may return  
19 to work, he/she shall have his/her fitness to return to work certified in writing by the attending  
20 physician. Upon returning, the employee shall be returned to the position he/she had been working,  
21 unless the position has been abolished, or a general reduction in force has placed a more senior  
22 employee in the position. In those cases, the employee shall be returned to as equivalent a position as  
23 possible without violating the terms of Article X.

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**ARTICLE X**

### **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

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

**Section 10.2.** Newly hired regular employees shall remain in a probationary status for a period of not  
more than sixty (60) working days following the hire date. During this probationary period the District  
may discharge such employee at its discretion.

1 **Section 10.2.1.** Substitute employees shall receive the probationary hourly rate of pay, but shall receive  
2 no other contractual benefits. No employee shall suffer a reduction of salary as a result of  
3 implementation of the above.

4  
5 **Section 10.2.2.** A bargaining unit employee who has been promoted from the rank and file into a lead  
6 or supervisory position shall be placed in a trial status for a period of not more than forty (40) working  
7 days from the effective date of his promotion. During this trial period the District may, if the new  
8 promotion proves unsatisfactory to either the District or the employee, reassign such promoted  
9 employee to his/her former position without loss of seniority, and with reinstatement of his/her former  
10 rate of pay.

11  
12 **Section 10.3.** Upon completion of the probationary period, the employee will be subject to all rights  
13 and duties contained in this Agreement retroactive to the hire date.

14  
15 **Section 10.4.** The seniority rights of an employee shall be lost for the following reasons:

- 16  
17 A. Resignation;  
18 B. Discharge for justifiable cause; or  
19 C. Retirement;

20  
21 **Section 10.5.** Seniority shall continue to accrue during leaves for which compensation is continued or  
22 when otherwise required by applicable law. In other instances, seniority shall be adjusted to reflect the  
23 period of leave.

24  
25 **Section 10.6.** Seniority rights shall be effective within the general job classification. As used in this  
26 Agreement, general job classifications are those set forth in Article I, Section 1.3.

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34 **Section 10.7.** Scheduling of vacations and layoffs shall be based upon seniority provided qualified  
35 employees are available to perform the work required. The District shall give consideration to seniority  
36 in instances involving promotion.

37  
38 **Section 10.8.** Employees who change job classifications within the bargaining unit shall retain their  
39 hire dates in the previous classification for a period of one (1) year, notwithstanding that they have  
40 acquired a new hire date and a new classification.

41  
42 **Section 10.9.** In the event of layoff, employees so affected are to be placed on a reemployment list  
43 maintained by the District according to layoff ranking. Such employees are to have priority in filling an  
44 opening in the classification held immediately prior to layoff. Names shall remain on the  
45 reemployment list for two (2) years.

1 **Section 10.10.** Employees on layoff status shall file their addresses in writing with the Personnel  
2 Office of the District and shall thereafter promptly advise the District in writing of any change of  
3 address.

4  
5 **Section 10.11.** An employee shall forfeit rights to reemployment as provided in Section 10.9 if the  
6 employee does not comply with the requirements of Section 10.10, or if the employee does not respond  
7 to the offer of reemployment within fifteen (15) days.

8  
9 **Section 10.12.** An employee on layoff status who rejects an offer of reemployment forfeits seniority  
10 and all other accrued benefits; provided, that such employee is offered a position substantially equal to  
11 that held prior to layoff.

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15 **ARTICLE XI**

16  
17 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

18  
19 **Section 11.1.** Employees, other than probationary or substitute, shall be disciplined or discharged only  
20 for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance  
21 procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in  
22 a manner which will not embarrass the employee before other employees or the public.

23  
24 **Section 11.2.** Normal termination or resignation shall require a two (2) week written notice.

25  
26 **Section 11.3. Notification to Non-Annual Employees.** This Section is intended to be applicable to  
27 those employees whose duties necessarily imply less than twelve (12) months (excluding vacations)  
28 work per year.

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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 an  
38 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.

41  
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43  
44 **ARTICLE XII**

45  
46 **INSURANCE AND RETIREMENT**

1 **Section 12.1.** The District shall contribute monthly the state apportioned amount for medical benefits,  
2 less the health care authority retirement deduction, toward the monthly premium cost of employee  
3 insurance. Contributions shall be paid toward the cost of District approved insurance programs for  
4 employees on a full-time equivalency basis of 1,440 hours.  
5

6 **Section 12.1.1.** The amount of state insurance benefits received by the District for the employees of the  
7 bargaining unit shall be pooled for the benefit of bargaining unit employees in a manner mutually  
8 agreeable to the District and the Association.  
9

10 **Section 12.2.** The District shall provide tort liability coverage for all employees subject to this  
11 Agreement but limited to public bodily injury and property damage liability coverage as provided in the  
12 District's liability insurance policies.  
13

14 **Section 12.3.** The District shall provide insurance on all tools owned by bus mechanics and helpers  
15 against fire and break-in of the bus maintenance shop. A complete inventory is to be furnished the  
16 District by the employee annually at July 1.  
17

18 **Section 12.4.** The District will pay the full cost of physical examinations as required for bus driver  
19 certification after the first examination of new employees, providing said physical exam is performed  
20 by a physician designated by the District. Employees may attend the physician of their choice,  
21 provided the physical would be covered by group insurance.  
22

23 **Section 12.5.** In determining whether an employee subject to this Agreement is eligible for  
24 participation in the Washington State Public Employees' Retirement System, the District shall use the  
25 projected hours of the regular shifts. All hours worked, whether straight time, overtime, or otherwise,  
26 will be reported, if the employee is regularly employed an average of seventy (70) hours or more per  
27 month.  
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## 33 **ARTICLE XIII**

### 34 **VOCATIONAL TRAINING**

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37 **Section 13.1.** In the mutual interests of the District and the Association, there will be established a  
38 budget which may be used by employees subject to this Agreement for vocational improvement in any  
39 year in which the District has two levy collections.  
40

41 **Section 13.2.** Such funds may be utilized for salaries and expenses for approved work-related training.  
42

43 **Section 13.3.** All mechanics are to hold a valid State of Washington Commercial Driver's License,  
44 Class B, with a passenger endorsement, and hold a current Industrial First Aid card.  
45

1 Employees will be reimbursed at their regular hourly rate per hour for attending first-aid and  
2 recertification courses; provided, however, the employee must successfully complete the course in  
3 order to receive compensation.

4  
5 **Section 13.4.** Employees shall receive their regular hourly rate for all hours in attendance at required  
6 departmental meetings.

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10 **ARTICLE XIV**

11  
12 **MAINTENANCE OF MEMBERSHIP AND CHECKOFF**

13  
14 **Section 14.1.** Each employee subject to this Agreement, who, on the effective date of this Agreement,  
15 is a member of the Association in good standing shall, as a condition of employment, maintain his/her  
16 membership in the Association in good standing during the period of this Agreement.

17  
18 **Section 14.2.** All employees in classifications subject to this Agreement who are not members of this  
19 Association on the effective date of this Agreement and all employees in classifications subject to this  
20 Agreement who are hired at a time subsequent to the effective date of this Agreement shall, as a  
21 condition of employment, become members in good standing of the Association within forty (40) days  
22 of the effective date of this Agreement or within forty (40) days of the hire date, whichever is  
23 applicable. Such employee shall then maintain his/her membership in the Association in accordance  
24 with the previous section.

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

42  
43 **Section 14.4.** Any employee who refuses to become a member of the Association in good standing or  
44 pay the service charge in accordance with the previous sections, shall, at the option of the Association,  
45 be immediately discharged from employment by the District.

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

8  
9 **Section 14.6. Checkoff.** The District shall deduct PSE dues or service charges from the pay of any  
10 employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall  
11 transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a  
12 monthly basis.

13  
14 A current seniority list of all employees within the bargaining unit will accompany the first transmittal.  
15 Thereafter, the District will indicate additions and deletions from payroll deduction using forms  
16 provided by the Association.

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34 **ARTICLE XV**

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36 **GRIEVANCE PROCEDURE**

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38 **Section 15.1.** A grievance is hereby defined as an alleged violation of the terms of this Agreement by  
39 the District and shall be resolved in strict compliance with this Article.

40  
41 **Section 15.2. Grievance Steps.**

42  
43 **Section 15.2.1.** Employees shall first discuss the grievance with their immediate supervisor. If  
44 employees so wish, they may be accompanied by an Association representative at such discussion. All  
45 grievances not brought to the immediate supervisor in accordance with the preceding sentence within  
46 ten (10) working days of the occurrence of the grievance shall be invalid and subject to no further  
47 processing.

1  
2 **Section 15.2.2.** If the grievance is not resolved to the employee's satisfaction in accordance with the  
3 preceding subsection, the employee shall reduce to writing a statement of the grievance containing the  
4 following:

- 5  
6 A. The facts on which the grievance is based;  
7 B. A reference to the provisions in this Agreement which have been allegedly violated; and  
8 C. The remedy sought.  
9

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

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

23 **Section 15.2.4.** If no settlement has been reached within the ten (10) working days referred to in the  
24 preceding subsection, the employee may demand arbitration of the grievance utilizing the Voluntary  
25 Labor Arbitration Rules of the American Arbitration Association. The arbitrator's award shall be final  
26 and binding upon all parties.  
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33 **Section 15.2.5.** It is agreed that:

- 34 A. Matters involving employee evaluations are specifically exempted and excluded from being  
35 arbitrable under this Article.  
36  
37 B. The Arbitrator shall have no power to alter, add to or subtract from the terms of this  
38 Agreement.  
39  
40 C. The fees and expenses of the Arbitrator shall be equally shared by the parties.  
41  
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43 **Section 15.3.** The grievance or arbitration discussions shall take place whenever possible on school  
44 time. The District shall not discriminate against an individual employee or the Association for taking  
45 action under this Article.  
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## ARTICLE XVI

### **SALARIES AND COMPENSATION**

**Section 16.1.** Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

**Section 16.2.** Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

**Section 16.3.** For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (1/4) hour.

**Section 16.4.** Any employee required to travel from one site to another in a private vehicle during working hours shall be compensated for such travel on a per-mile basis at the established Board policy rate.

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

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

**Section 16.7.** Each employee shall be reimbursed up to ninety dollars (\$90.00) in 2004-2005, one hundred dollars (\$100.00) in 2005-2006 and one hundred ten dollars (\$110.00) in 2006-2007 for a safety shoe allowance.

**Section 16.8. Tool Allowance.** Contingent upon two levy collections for the school year in question, each employee shall be entitled to a reimbursement for mechanics tools equal to four hundred dollars (\$400.00) in 2004-2005 and four hundred and fifty dollars (\$450.00) in 2005-2006 and 2006-2007.

**Section 16.9.** By July 31 of each school year in which there are two levy collections (or after the last bus inspection, whichever is later), the employees in the bargaining unit will be eligible to share a performance incentive stipend of \$1,500 for achieving an annual average of no more than five percent (5%) in out-of-service buses in the state inspection. If the employees received this stipend in the previous year, the incentive shall increase to \$3,000 for meeting the standard for a second year in a row. The annual average shall be calculated by dividing the total number of out-of-service buses for the entire year by the total number of buses actually inspected during that year.

## ARTICLE XVII

1 **TERM AND SEPARABILITY OF PROVISIONS**

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3 **Section 17.1.** The term of this Agreement shall be September 1, 2004 to August 31, 2007. For the  
4 2005-06 and 2006-07 school years, the wage rates specified in Schedule A shall be improved by  
5 state-funded classified employee percentage increases in salaries in the month they become effective. If  
6 the state decides to fund classified employee salaries in any manner other than the percentage method  
7 used in the past, the District and the Association shall meet to negotiate the manner in which the  
8 increases are to be applied to Schedule A. In addition for 2005-06, Schedule A will be improved by  
9 twenty-five cents (\$0.25) per hour for Class III Mechanics and Class II Mechanics.

10  
11 **Section 17.2.** The parties acknowledge that each has had the unlimited right and opportunity to make  
12 demands and proposals with respect to any matter deemed a proper subject for negotiations. The results  
13 of the exercise of that right and opportunity are set forth in this Agreement. Except as specifically  
14 stated in this Agreement, the District and the Association, for the duration of this Agreement, each  
15 voluntarily and unqualified agree to waive the right to oblige the other party to negotiate with respect to  
16 any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

17  
18 **Section 17.3.** This Agreement may be reopened at any time during its term upon mutual consent of the  
19 parties in writing.

20  
21 **Section 17.4.** If any provision of this Agreement or the application of any such provision is held  
22 invalid, the remainder of this Agreement shall not be affected thereby.

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30 **Section 17.5.** Neither party shall be compelled to comply to any provision of this Agreement which  
31 conflicts with state or federal statutes or regulations promulgated pursuant thereto.

32  
33 **Section 17.6.** In the event either of the two (2) previous sections is determined to apply to any  
34 provision of this Agreement, such provision shall be renegotiated pursuant to Section 17.3.

35  
36 **Section 17.7.** The Association agrees that there shall be no work stoppage or interruptions of regularly  
37 assigned duties. The District agrees that the employee shall not be locked out during the life of the  
38 Agreement.

39  
40 **Section 17.8.** Salary increases above the state funded dollars are contingent upon successful levy  
41 passage and two levy collections per school year.

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45 **ARTICLE XVIII**

46  
47 **SUBSTITUTE AND TEMPORARY EMPLOYEES**

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**Section 18.1.** Substitute and temporary employees shall be paid according to Schedule A. Rights of said substitute and temporary employees identified shall be limited exclusively to those items in this Article.

**Section 18.2.** Substitute employees shall be defined as those employees who are replacing a regular employee on leave who has reemployment rights.

**Section 18.3.** Temporary employees are those who are retained to perform work on a short-term project not to exceed sixty (60) workdays.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON

PENINSULA CHAPTER  
TRANSPORTATION-MECHANIC UNIT

PENINSULA SCHOOL DISTRICT

BY: \_\_\_\_\_  
Joel Schroeder, Chapter President

BY: \_\_\_\_\_  
J.J. Coolican, Superintendent

DATE: \_\_\_\_\_

DATE \_\_\_\_\_

SCHEDULE A

PENINSULA SCHOOL DISTRICT

TRANSPORTATION-MECHANIC UNIT

SEPTEMBER 1, 2004 - AUGUST 31, 2005

(Rates include 1% pass-through for all unit members and \$0.25 per hour for Class III Mechanics and Class II Mechanics for 2004-2005)

	<u>Years 1-3</u> (base)	<u>Years 4-5</u> (base + \$.20)	<u>Years 6-9</u> (base + \$.40)	<u>Years 10-13</u> (base + \$ .60)	<u>Years 14-17</u> (base + \$.70)	<u>Years 18-21</u> (base + \$.80)	<u>Years 22+</u> (base + \$.90)
Shop Foreman (Class I + 20%)	\$21.11	\$21.31	\$21.51	\$21.71	\$21.81	\$21.91	\$22.01
Leadman (Class I + 15%)	\$20.23	\$20.43	\$20.63	\$20.83	\$20.93	\$21.03	\$21.13
Class I Mechanic	\$17.59	\$17.79	\$17.99	\$18.19	\$18.29	\$18.39	\$18.49
Class II Mechanic	\$16.12	\$16.32	\$16.52	\$16.72	\$16.82	\$16.92	\$17.02
Class III Mechanic	\$14.90	\$15.10	\$15.30	\$15.50	\$15.60	\$15.70	\$15.80

Night Shift .30 Differential

Substitutes/Temporary \$11.50

Reclassification to higher levels may occur after regular performance of higher classification duties including demonstration of ongoing successful experience and skills. Determination of classification upgrade shall be at the discretion of the District.

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SCHEDULE B  
PENINSULA SCHOOL DISTRICT  
TRANSPORTATION-MECHANIC UNIT  
SEPTEMBER 1, 2004 - AUGUST 31, 2005

(Rates include 1% pass-through for all unit members 2004-2005)

	<u>Years 1-4</u> (base)	<u>Years 5-8</u> (base + \$.25)	<u>Years 9-12</u> (base + \$.40)	<u>Years 13-16</u> (base + \$ .50)	<u>Years 17-20</u> (base + \$.60)	<u>Years 21+</u> (base + \$.70)
Shop Foreman (Class I + 20%)	\$21.11	\$21.36	\$21.51	\$21.61	\$21.71	\$21.81
Leadman (Class I + 15%)	\$20.23	\$20.48	\$20.63	\$20.73	\$20.83	\$20.93