

COLLECTIVE BARGAINING AGREEMENT BETWEEN

ARLINGTON SCHOOL DISTRICT #16

AND

PUBLIC SCHOOL EMPLOYEES OF

ARLINGTON SCHOOL DISTRICT

SEPTEMBER 1, 2015 - AUGUST 31, 2018



Public School Employees of Washington

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P R E A M B L E

This Agreement is made and entered into between Arlington School District Number 16 (hereinafter "District") and Arlington School District Local Chapter of the Public School Employees of Washington, 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:

Definitions

The term "day" shall mean School District business day unless otherwise specified herein.

The term "position" shall mean job classification.

The term "assignment" shall mean the specific duties assigned an individual employee.

The term "driving time" for purposes of wage calculation shall mean the period of time exclusive of the one-half (1/2) hour per day provided for bus drivers for the purpose of fluid maintenance, cleanup, warmup and operational checks. Drivers who operate more than one bus in any given day will receive .1 hour (6 minutes) additional time per day per additional bus to pre/post trip any additional bus.

Driving time" shall further be defined as time when a driver is operating any District vehicle to include breakdowns or mechanical failure, or when any passengers are present on the vehicle.

The term "pre trip inspection" shall mean a safety inspection of any School District vehicle used to transport students and staff prior to placing the vehicle in service.

The term "post trip inspection" shall mean a partial safety inspection of any School District vehicle used to transport students and staff after returning from any set of runs or that is being parked and secured for the night.

The term "cleanup" shall include sweeping the bus, cleaning the windows, picking up trash from the floor, and keeping the driver's area clean and tidy.

The term "extra added work" shall mean work performed by a contracted employee outside of an employee contract.

The term "employee contract" shall mean an employee's contractual agreement with the District for hours and days of work for a specific length of time.

The term "contracted employee" shall mean an employee who has an employee contract with the District.

Regular Employee: Anyone hired and approved by the School Board on a continuing basis.

Non-Continuing Employee: Anyone hired and approved by the School Board for a specific amount of time with a defined ending date.

1 Substitute Employee: Anyone hired on a daily basis to replace a regular employee who is absent.

2
3 Temporary Employee: Anyone hired on a temporary basis for a pre-determined amount of time, not to
4 exceed sixty (60) continuous days in a twelve (12) month period, and who does not replace a regular
5 employee.

6
7 Long Term Substitute Employee: A Substitute Employee hired on an extended daily basis to replace
8 an employee who is on leave for greater than thirty (30) days.

9
10 Leave Replacement Employee: Anyone hired for a specific period of time to replace an employee on an
11 approved leave.

12
13 Seasonal Employee: Anyone hired on a temporary basis for a pre-determined amount of time, not to
14 exceed sixty (60) continuous days, who works under the direction of a supervisor, who does not work
15 during times when school is in session and who does not replace a regular employee.

16
17 Class Size Relief Hours: Hours assigned to paraeducators on a temporary basis in accordance with
18 Section 11.10.2.

19
20 This list of definitions may be increased as deemed appropriate by mutual consent of the parties. Such
21 additional definitions shall be attached as an addendum to this Agreement.

22 23 24 25 **ARTICLE I**

26 27 **RECOGNITION AND COVERAGE OF AGREEMENT**

28 29 **Section 1.1.**

30 The District hereby recognizes the Association as the exclusive representative of all employees in the
31 bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing
32 the interests of all such employees.

33 34 **Section 1.2.**

35 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as
36 deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of
37 Directors or Superintendent of the District pursuant to RCW 41.59.020(c)(i)(ii).

38 39 **Section 1.3.**

40 Functions which employees may be required to perform shall be listed in a position description and by this
41 reference incorporated herein. The District will provide a complete set of updated position descriptions to
42 the Association President on an annual basis. In addition, updated position descriptions will be available
43 at all School District building locations and will be accessible to all school District employees. Each
44 position shall have a description and an employee may be required to perform any and all of the functions
45 described. Establishment of positions requiring additional functions shall be accompanied by a new
46 position description or a modification of an existing position description. When such changes are made,
47 this Agreement shall be reopened for the purpose of establishing an appropriate rate of compensation.

1 The position description shall include the general job duties which are required of a person employed in a
2 given position. Specific duties consistent with the position description shall be provided to each employee
3 by the employee's supervisor.

4
5 The Association has the right to meet with the District to make advisory suggestions in reference to the
6 formulation of job descriptions of positions and assignments.

7
8 **Section 1.4.**

9 The bargaining unit to which the Agreement is applicable shall consist of all classified employees in the
10 following general job classifications: Custodial, Grounds, Paraeducator, Food Service, Maintenance,
11 Individual Classifications, Secretarial-Clerical, Transportation, Nurses, Technology and Non-Certificated.
12 EXCEPT: Accounting Supervisor, Senior Executive Assistant, Executive Assistant, Assistant Supervisor
13 of Transportation, Transportation Supervisor, Benefits Analyst, BPAC Coordinator, BPAC Director,
14 BPAC Theater Manager, Director of Food Service, APPLE (ECEAP) Program Manager, Fiscal Assistant,
15 Human Resource Specialist, Maintenance Supervisor, Payroll Supervisor and Public Information Officer
16 for a total of twenty (20) excluded employees.

17
18
19
20 **ARTICLE II**

21
22 **RIGHTS OF THE EMPLOYER**

23
24 **Section 2.1.**

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

33
34 **Section 2.2.**

35 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
36 District. In procedures and practices, and matters of working conditions, the District shall give due regard
37 and consideration to the rights of the Association and the employees and to the obligations imposed by
38 this Agreement. Employees shall comply with all District policies and procedures adopted by the Board
39 of Directors. Employees having contact with students shall maintain reasonable standards of behavior,
40 personal cleanliness and dress.

41
42 **Section 2.3.**

43 The District may subcontract work, provided that any subcontract let by the District shall only be done
44 during the period at the end of one school year and prior to the start of another school year and the District
45 would require the subcontractor to accept the terms and conditions of this Agreement between the District
46 and the employees within the service to be subcontracted; and further provided that the District shall
47 require any subcontractor to employ any and all employees of the District whose position with the District
48 will be eliminated due to the subcontract and designate the work to be performed by the subcontractors

1 and the places where and in the manner in which it is to be performed in accordance with the obligations
2 imposed by the Agreement. Furthermore, the District shall require the subcontractor to provide a
3 retirement plan equal to that of the Public Employees Retirement System for all such employees referred
4 to in the immediately preceding sentence.

5
6 **Section 2.4. Security/Video Cameras.**

7 Security/video cameras may be used in the workplace to maintain the health, safety and security of
8 staff, students, the community and property, but not for the general purpose of evaluating or
9 monitoring employee performance. Security/video cameras are used on District property, such as
10 common areas including hallways, parking lots, commons, stadiums and District vehicles. Other
11 cameras may be placed in schools to record student events or classroom lessons. Video recordings
12 may be shared with law enforcement personnel to assist in the investigation of criminal behavior.
13 Employees will be notified when a security/video camera is in their workplace. The District shall only
14 use camera video footage for discipline in specific incidents of misconduct consistent with the
15 provisions of this agreement. If security/video camera recordings are used in the discipline of an
16 employee, the employee may review the recording(s) upon request to the District. The District will not
17 engage in suspicionless viewing of video recordings. Video and audio recordings shall be used only in
18 accordance with applicable State and Federal laws.

19
20
21
22 **ARTICLE III**

23
24 **RIGHTS OF EMPLOYEES**

25
26 **Section 3.1.**

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

35
36 **Section 3.2.**

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

39
40 **Section 3.3.**

41 Employees subject to this Agreement have the right to have Association representatives or other persons
42 present at formal discussions of performance between themselves and supervisors or other representatives
43 of the District as hereinafter provided. Informal discussions providing specific direction of performance,
44 clarifying responsibilities, or identification of potential performance deficiencies are not included. Five
45 (5) days notice shall be given in advance of such formal discussions regarding unsatisfactory performance.

1 **Section 3.4.**

2 Neither the District, nor the Association, shall discriminate against any employee subject to this
3 Agreement on the basis of race, religion, creed, color, ancestry, national origin, age, marital status,
4 honorably discharged veteran or military status, gender, gender expression or identity, sexual
5 orientation, the presence of any sensory, mental, or physical disability, or the use of a trained dog
6 guide or service animal by a person with a disability, or any other basis prohibited by law.
7

8 **Section 3.5.**

9 Employees covered by this Agreement have the right, in the presence of a person designated by the
10 District Administration, to inspect the contents of their personnel files kept within the District, except
11 employment references determined to be confidential by mutual agreement. Such inspection shall be done
12 during normal business hours and each employee is entitled to have a personal representative present at
13 this review. No information included in this file may be altered or removed. Items the employee
14 considers important may be included in the file at the employee's request, but the employer may attach
15 comments to this material. When any derogatory material is placed in an employee's personnel file, the
16 employee shall receive a copy within twenty (20) days of the incident, and shall be given an opportunity
17 to attach any comments relating to this material. Material which does not comply with this provision shall
18 not be used as the basis for disciplinary action. Employees shall receive copies of all information relative
19 to their performance which is placed in their personnel files. Copies of other information placed in these
20 files will be available at no cost. Information related to performance which is more than thirty-six (36)
21 months old will not be utilized in making performance related decisions. Each person will have only one
22 personnel file which shall be located at the District Office. Notes kept by supervisors which may be
23 utilized in preparing material to be placed in District files shall not be considered to be a part of these files.
24

25 **Section 3.6.**

26 Evaluations shall be based on job functions included in the position description applicable to the
27 assignment and specific duties identified by the supervisor consistent with the position description.
28 Evaluations shall rate the employee on the quality of performance and such ratings shall be used when
29 considering promotion or reassignment. Deficiencies in performance shall be noted and utilized to
30 identify needed training and/or establishment of probationary periods.
31

32 At any time during the work year, if an administrator or supervisor is concerned that an employee's
33 performance is unsatisfactory, the administrator or supervisor will discuss the performance concerns
34 with the employee and state the performance expectations. The performance concerns will be
35 discussed privately. The employee may request to have union representation present during these
36 discussions. An employee will not be rated unsatisfactory for performance concerns on their annual
37 evaluation if these were not previously discussed with the employee, except for performance concerns
38 regarding punctuality and attendance.
39

40 The employee shall have the right to question the evaluation, seek clarifications and attach comments.
41 Employees will sign the evaluation indicating that they are aware of its contents. Failure to do so may be
42 considered grounds for disciplinary action. The judgment of the supervisor on the quality of performance
43 shall not be the subject of a grievance but accuracy of information upon which the evaluation is based and
44 procedural matters may be settled utilizing the grievance process.
45

46 Evaluations shall be placed in the employee's personnel file, may be inspected by the employee consistent
47 with other provisions of this Agreement, and shall remain in the files for at least three (3) years.
48

1 Evaluations more than thirty-six (36) months old may not be used in considering promotion,
2 reassignments or dismissal.

3
4 Evaluations shall be done annually for the current school year only. Evaluations for employees who
5 work a two hundred and sixty (260) day contract will be completed by August 31st, evaluations for all
6 other employees shall be completed by June 30th. A copy of the signed evaluation shall be provided to
7 each employee.

8 9 **Section 3.7. Staff Protection.**

10 The District does not require employees to use personal property while performing work duties.

11
12 The District will provide financial and/or replacement protection for all employees against loss or damage
13 of personal property while those employees are engaged in District and contracted business and at all
14 times when that personal property is on School District property, a School District vehicle or a School
15 District worksite for in School District use, provided that:

- 16
17 1. The District has requested or permitted the employee to provide such personal property for
18 School District use.
- 19
20 2. Proper safeguards, such as locking up personal property when not in the employee's possession
21 or use, have been taken by the employee.
- 22
23 3. Reasonable evidence is provided that the property was actually damaged or lost while on School
24 District property.
- 25
26 4. When the employee requests the use of personal property at work, the building administrator or
27 supervisor must agree to its presence and use.

28 29 **Section 3.7.1.**

30 The employee, upon written request to the superintendent, will be reimbursed for the cost of
31 replacement of personal items such as hearing aids, glasses and/or dentures which are destroyed or
32 damaged as a result of an assault/or battery.

33 34 **Section 3.7.2.**

35 The District will report vandalism to vehicles parked on School District property, assist in the
36 investigation, and use its legal authority to assist in recovery of damages. Upon completion of the
37 above investigation, if damage or vandalism was determined to have taken place on District
38 property while the employee was employed in District or on contracted business, the District shall
39 provide up to \$200 for financial replacement coverage of damage to the vehicle. Employees
40 requesting reimbursement must show evidence that an insurance claim has been filed and the
41 repair work has been completed. The District will only pay for damages not paid for by an
42 insurance company or other party.

43 44 **Section 3.7.3**

45 The District agrees to take appropriate steps as required by the Federal Occupation Safety and
46 Health Act and the Washington Industrial Safety and Health Act, to correct safety and health
47 hazards and deficiencies relating to school property, activities and procedures. The Association
48

1 and its members agree that they will support and assist the District and the insurance company in
2 their efforts to be informed of and to correct safety and health hazards and deficiencies.
3
4

5 6 **ARTICLE IV**

7 8 **RIGHTS OF THE ASSOCIATION**

9 10 **Section 4.1.**

11 The Association has the right and responsibility to represent the interests of all employees in the unit; to
12 present its views to the District on matters of concern, either orally or in writing; to consult or to be
13 consulted with respect to the formulation, development, and implementation of personnel policies which
14 are within the authority of the District and covered by this Agreement; and to enter collective negotiations
15 with the object of reaching an agreement applicable to all employees within the bargaining unit.
16

17 **Section 4.2.**

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

23 **Section 4.2.1.**

24 The Association shall promptly be notified by the District of any substantive change in
25 employment including, but not limited to transfer, resignation and extended leaves per Article
26 X.
27

28 **Section 4.3.**

29 The names of employees in the respective general job classifications will be provided to the President of
30 the Association. The District, as part of the general orientation of each new employee within the unit
31 subject to this Agreement, shall describe to the employee the employee's rights under the Public
32

33 Employees Collective Bargaining Act of 1967 (RCW 41.56) and subsequent amendments hereto, and
34 shall provide such employee with a copy of this Agreement to be furnished the District by the Association.
35

36 **Section 4.4.**

37 The Association reserves and retains the right to delegate any right or duty contained herein to appropriate
38 officials of the Public School Employees of Washington State Organization.
39

40 **Section 4.5.**

41 The President of the Association or the President's designated representative will be provided time off
42 without loss of pay to a total of five (5) days per year to attend regional or State meetings. The
43 Association shall be responsible for reimbursing the District only for the substitute employee costs, if
44 needed.
45

46 **Section 4.6.**

47 The President of the Association will be provided with information regarding employment status, hire
48 dates, fringe benefits, and similar information provided that the information does not require compilation

of special reports, can be obtained by reproducing existing District reports, and the personnel officer is given at least one week's notice specifying the information requested.

Section 4.7. Association Meeting Space.

With the belief that an informed and involved workforce is in the best interest of both parties, we agree to the following: The District will allow the Association the opportunity to use its facilities for Association meetings as follows:

- One monthly meeting using a school library, classroom or similar size space;
- One annual meeting using a school gym for contract ratification;
- One annual awards ceremony using a school commons;
- Additional meetings as necessary and mutually agreed upon for the purpose of conducting association business.

The association will incur no charges for these uses as long as they are scheduled at a time when custodial staff are present. Association uses at other times will be charged per the District's fee schedule for non-profit organizations. Scheduling will be done through the facilities secretary. The Association does not have a preferential right for scheduling times.

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 and collective negotiations on personnel matters including wages, hours and working conditions including the school year calendar. The Association shall have the right to name its representative(s) to the District's calendar negotiating committee. The Association's representative(s) on the committee shall have rights equal to those of all other committee members.

Section 5.2.

It is understood that the calendar is subject to bargaining. Nothing in this Agreement shall prohibit the District from forming an advisory committee prior to negotiating the Collective Bargaining Agreement. This committee will be comprised of various groups, such as certificated staff, classified staff and parents of District students. The committee will not recommend a calendar which is contrary to the Association's approval. Association representatives on the advisory committee shall have equal standing with all other bargaining unit representatives. Changes in this student instructional calendar, other than those required by emergency school closure, shall be subject to the mutual consent of the District and the Association. For emergency school closures, the Association shall be consulted regarding possible rescheduling dates.

Section 5.3.

It is further agreed that during the negotiations which preceded the acceptance of this Agreement, each party had the right to raise such issues as were of concern to it and were appropriate; and, during the term of this Agreement, it may not be reopened; however, this Agreement shall be reopened pursuant to Article XIX of the Agreement and specific sections of the Agreement may be reopened as specified in those sections.

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.

The Association shall designate a Representative Counsel of one (1) representative from each classification who will meet with the Superintendent of the District or the Superintendent's designated representative on a mutually agreeable regular basis to discuss appropriate matters, or to notify the District of an Association grievance, pursuant to Section 6.4.1. In the event such meetings are held during working hours for any of the Association representatives, such employees shall be given release time with no loss of compensation.

Section 6.2.

The Association representatives may prepare items for the agenda of such meetings during working hours. The District will provide suitable space to conduct such meetings, or other meetings called by the Association.

Section 6.2.1.

The District shall allow Association representatives to participate in negotiations, grievance hearings, or disciplinary hearings during working hours if they cannot reasonably be scheduled during non-working hours. Released time for negotiations shall be limited to one representative from each job classification or a number equal to the number of job classifications; released time for grievance hearings shall be limited to the grievant, required witnesses, and one (1) Association representative, and released time for disciplinary hearings shall include one (1) Association representative.

Section 6.3.

When meetings are held between representatives of the Association and representatives of the District pursuant to Section 6.1, minutes shall be prepared if requested by either party. The District will arrange for the preparation of such minutes and a draft will be made available to the representatives of the Association for review prior to final preparation. The Association will be furnished copies of the completed minutes.

Section 6.4.

The Association representatives 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 on District time when the nature of the grievance makes it necessary. They may not, however, continue to advise the employee on courses of action after the employee has indicated that he does not desire to pursue a grievance. They may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.4.1.

A grievance initiated in the name of the Association shall be submitted by the President of Public School Employees of Arlington pursuant to Article XVI of the current Collective Bargaining Agreement. Such grievances shall deal with issues not directly affecting an individual employee with access to the grievance procedure.

1 **Section 6.5.**

2 Association representatives, when leaving their work, shall first obtain permission from their immediate
3 supervisor. Permission shall also be obtained from the immediate supervisor of any employee being
4 contacted. The employees will report their return to work to their supervisors.

5
6 **Section 6.6. Bulletin Boards.**

7
8 **Section 6.6.1.**

9 The District shall provide a bulletin board in each school for the exclusive use of the Association.
10 The bulletins posted by the Association are the responsibility of the officials of the Association.
11 Each bulletin shall be signed by the Association official responsible for its posting. Unsigned
12 notices or bulletins may not be posted. There shall be no other distribution or posting by
13 employees or the Association of pamphlets, advertising, political matters, notices of any kind, or
14 literature on District property, other than herein provided.

15
16 **Section 6.6.2.**

17 The responsibility for the prompt removal of notices from the bulletin board after they have served
18 their purpose shall rest with the individual who posted such notices.

19
20 **Section 6.6.3.**

21 Management may post bulletins on board that apply to classified employees.
22
23

24
25 **ARTICLE VII**

26
27 **HOURS OF WORK**

28
29 **Section 7.1.**

30 The workweek shall consist of any five (5) consecutive days, followed by two (2) consecutive days of
31 rest.

32
33 **Section 7.2.**

34 Each employee shall be assigned to a regular work station and shift with designated times of beginning
35 and ending. Assignment shall not be changed without prior notice to the employee of five (5) days, and
36 shall not be changed without a minimum of ten (10) hours of rest between working shifts, excepting Bus
37 Drivers. However, provided the District gives the employee twenty-four (24) hours notice, the District
38 may advance the employee's shift up to two (2) hours later than normal on a daily basis when night
39 activities or emergency condition requires such a change. The twenty-four (24) hours notice referred to in
40 the immediately preceding sentence may be waived upon the mutual consent of the employee and the
41 employee's supervisor. Any employee who is transferred to a new worksite or building location will be
42 provided written notification. General job descriptions regarding individual assignments will be provided
43 to each employee at the time of assignment to a position.
44

45 **Section 7.3.**

46 Shifts shall be designated first, second and third in consonance with the following definitions: the first
47 shift is defined as having the majority of time between 5:00 a.m. and 4:00 p.m.; the second or swing shift
48

is designated as any shift with the majority of time after 4:00 p.m.; and the third shift is defined as having the majority of time between midnight and 5:00 a.m.

Section 7.4.

A normal shift shall consist of eight and one-half (8-1/2) hours, for eight (8) hours compensation, including a minimum thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a ten (10) minute first half and a ten (10) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. Supervisors and employees may mutually agree to a one hour lunch break for the employee. Such an agreement shall not be precedent-setting for any position.

Section 7.4.1.

Each employee, other than bus drivers, who is compensated at least three and one-half (3-1/2) hours per day will receive a ten (10) minute paid rest period. A second paid rest period of ten (10) minutes duration will be provided each employee who is compensated seven (7) or more hours per day. All employees who are compensated in excess of five (5) hours per day, except Bus Drivers, shall be allowed a thirty (30) minute unpaid, uninterrupted lunch period as near the middle of the shift as is practicable.

Section 7.5.

In the event an employee works beyond the eight and one-half (8-1/2) hour day, said employee will be allowed to take a ten (10) minute rest period before working overtime and every two (2) hours thereon. If the overtime is less than two (2) hours, the ten (10) minute rest period shall be unpaid. If the overtime is greater than two (2) hours, the ten (10) minute rest period(s) shall be paid as hours worked.

Section 7.6. Shift Differential.

Employees working second shift shall receive an additional two point five percent (2.5%) of the employee's hourly rate per hour differential in pay. Employees working third shift shall receive an additional five percent (5%) of the employee's hourly rate per hour differential in pay.

Section 7.7.

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.

TRANSPORTATION

Section 7.8.

Recognizing that the transportation classification present special shift challenges, the parties agree that shifts shall be established in the transportation classification in relation to routes and driving times requisite to fulfilling tasks as assigned by the Supervisor of Transportation. Bus drivers shall receive pay for a minimum of one-half (1/2) hour per day for the purpose of cleanup, fluid maintenance, warmup, and operational checks in addition to the actual hours of driving time. Drivers who operate more than one bus in any given day will receive .1 hour (6 minutes) additional time per day per additional bus to pre/post trip unless it falls within a minimum of six (6) minutes continuous time. If you are checking out a cold bus, the driver will receive .2 hour (12 minutes) to pre/post trip any additional bus.

1 Bus drivers shall receive added pay for two (2) hours per year for maintaining student lists, route sheets
2 and completing State Count paperwork. This added work will be done at the direction of the
3 Transportation Supervisors. Bus drivers shall receive added pay for a maximum of one (1.0) hour per
4 month of documented time for the purpose of washing(s) their assigned vehicle. The driver must wash
5 their assigned bus to receive the pay. A driver may not go into overtime washing their assigned vehicle.
6 Bus Drivers who are unable to wash their vehicle will notify their supervisor each month and the
7 washing of the vehicle will be made available as added work per Section 7.8.3.2. The contracted
8 driver will not be able to claim time for washing their assigned vehicle that month.

10 The actual hours of driving time shall be calculated to the next one-tenth (1/10) hour. If there are thirty
11 (30) minutes or less between assignments, the employee's hourly rate shall continue uninterrupted. If
12 there are more than thirty (30) minutes between assignments, the employee's hourly rate shall cease at the
13 conclusion of the assignment, provided the assignment ends at the point-of-beginning, and will commence
14 at the beginning of the next assignment. All hours worked in excess of forty (40) hours per week shall be
15 compensated at the rate of one and one-half (1-1/2) the employee's hourly rate. Shifts in relation to routes
16 shall be defined as regular routes or added work as defined in the following subsections. Bus drivers shall
17 receive a fifteen (15) minute rest period for three (3) consecutive hours of driving time.

18 **Section 7.8.1. Regular Scheduled Daily Routes.**

20 All regular scheduled daily routes in support of the instructional program shall be defined as
21 regular scheduled daily routes, hereinafter "routes." "Added work" shall be defined as all regular
22 scheduled working support of the instructional program before, in between, or after regular
23 scheduled daily routes, not to include extra trips. Pay for added work shall be the same as that for
24 regular routes.

25 **Section 7.8.1.1.**

27 All drivers shall be required to attend a meeting called by the Transportation Supervisor
28 for the purpose of fulfilling training required by State regulations or the District as a
29 condition of continued employment.

31 The Transportation Supervisor may authorize pay for employees who attend non-
32 mandated approved meetings/activities that meet District goals whenever such
33 meetings/activities are scheduled outside of the employee's scheduled shift.

34 **Section 7.8.1.2.**

36 A full route bid will be held each year before school starts. The District will reach an
37 agreement with the PSE Transportation Representative of the proposed date of the full
38 route bid. The District will give Drivers a minimum of five (5) days notice before such
39 route bid and will distribute with the notice the proposed routes to bid on. Bidding or
40 rebidding of routes is by seniority. Added work will be bid separately by seniority from
41 regular routes. All routes bid on with students attending year round schools, the current
42 driver has first option to drive the summer route in order to maintain consistency with
43 the student(s). All summer routes will be added work per section 7.8.3.2. If the current
44 driver declines the summer route, then the extra work shall be bid on by seniority. The
45 District will schedule a partial route bid after school has started, but at least five (5)
46 days prior to the end of the annual open insurance enrollment deadline, for new routes
47 or those routes that have changed by sixty (60) minutes or more, per week, since the full
48 route bid. Drivers shall receive five (5) days advance notice of this bid. If after the

1 partial bid, a driver changes thirty (30) minutes or more three (3) days per week for ten
2 (10) consecutive school days from their regular route or added work, the Supervisor of
3 Transportation, in consultation with the PSE Transportation Representatives, will endeavor
4 to secure additional work to make-up the lost time. In the interest of working
5 collaboratively to devise the least disruptive solutions to filling open routes or added work
6 that becomes open after the October partial bid, the parties agree to the following: The
7 Transportation Director with concurrence from both the PSE Transportation
8 Representative and the PSE President may conduct additional bids throughout the school
9 year to fill open routes or new added work. These bids will be scheduled in advance and
10 will not be subject to the five (5) day posting per Section 11.12. Further, if a route or
11 added work becomes open after the partial bid, the Supervisor of Transportation, in
12 consultation with the PSE and Transportation Representatives will attempt to devise a
13 solution that will cause the least disruption to the current routing assignments. Such routes
14 shall be posted as provided in Article XI, Section 11.9 and 11.12 of this Agreement, and
15 shall be subject to both bidding and bumping rights. Buses will be assigned based on
16 equipment requirements on route. Once that requirement is fulfilled, driver seniority will
17 be taken into consideration.

18 **Section 7.8.1.3. Displaced Students.**

19 In the case of transporting displaced students, the Supervisor of Transportation will
20 temporarily assign such students to the most senior driver that fits the route assignment,
21 without placing the driver into overtime. Consideration of assignment shall be given to
22 drivers by seniority that have lost contracted time during the school year. Displaced
23 students shall be placed on the route of a contracted driver unless the placement results
24 in decreased efficiency or extends the travel times of students. Because of the temporary
25 nature of the attendance of displaced students, the additional time added to the route will
26 not trigger a new route bid. PSE will be notified when new displaced students are added to
27 routes. The Supervisor of Transportation and PSE Transportation Representatives will
28 discuss placement of Displaced Student(s) every four (4) weeks to ensure efficiency. It is
29 not the intent of the District or PSE for any affected driver to lose time or benefits as a
30 result of adjustments in routes of displaced students. All such route adjustments will be
31 discussed with PSE Transportation Representatives.
32

33 **Section 7.8.1.3.1.**

34 After twenty (20) consecutive school days, a displaced student shall be attached to
35 a driver's route for additional time and benefits, provided they can be removed
36 from the driver's contract when the student moves or changes routing assignment.
37

38 **Section 7.8.1.3.2**

39 Any substitute employee driving a route including displaced students for more
40 than sixty (60) days shall be eligible to be immediately hired as a Non-
41 Continuing Employee. Such drivers may be employed until the need for their
42 route ends or the end of the displaced students school year whichever comes
43 first.
44

45 **Section 7.8.2. Extra Trips.**

46 All regular drivers who are present during the weekly bidding period are eligible to bid extra trips.
47 All other transportation activities, excluding ski trips and non-regular scheduled daily routes as in
48

the following paragraph of this section, shall be considered extra trips. Employees may use District vehicles to transport students to special events when said employee is in full compliance with Federal and State rules and regulations and District Policies and Procedures. A school may use up to two (2) vans at a time to transport students for student-related activities. If three (3) or more vans are required to transport students, then a bus will be scheduled for the trip. Examples of some special events are field trips, extracurricular activities and trips to students' homes when unusual circumstances demand.

Furthermore, the District may utilize commercial charters if the trip exceeds two hundred (200) miles round trip or it is determined that to do so is in the best interest of the District and program, and the charter is agreed to by the Association's Transportation representative.

Section 7.8.2.1. Bidding Of Extra Trips.

- A. The transportation supervisor shall establish a roster of all regularly employed drivers requesting extra trips in descending seniority order. The roster shall be posted in a conspicuous place for easy review by all drivers. Substitute bus drivers, included within the bargaining unit, shall not be included on the aforementioned roster.
- B. Extra trip bidding shall take place on Thursday mornings for the following work week. The work week shall be defined as 12:00 AM Sunday through Saturday 11:59 PM. All known trips for the following week will be posted for review by noon (12:00 p.m.) on Wednesday of the bid week.
- C. Drivers may bid for extra trips to place their hours for the week as close to the maximum allowed, (40) hours per week. No driver shall bid a trip, which will exceed the forty (40) hours per week maximum. Drivers shall bid for no more than one trip per rotation. Drivers declining to bid in rotational order shall be bypassed until their next rotational turn. Drivers that have accepted an extra trip and subsequently do not carry out the trip for any reason other than illness or bona fide emergency shall be removed from all consideration ("off the board") for extra trips for a duration of time as follows: First instance in a school year, two (2) bidding opportunities; second instance in a school year, four (4) bidding opportunities, third instance in a school year, eight (8) bidding opportunities and after the fourth instance in a school year, the driver will be removed from all consideration for the remainder of the school year. Drivers who are "off the board" will not be permitted to bid on late trips, unbid trips (left over after bid) and reposted (driver declined) trips. "Off the board" drivers shall only be able to sign for available mid-day work. A committee consisting of the PSE Transportation Representative or Alternate and three (3) Drivers, [one (1) being Alternate], that are elected by the Transportation Drivers will decide if a declined trip is the result of a bona fide emergency. The next eligible driver shall be clearly identifiable at all times.
- D. All regular drivers who are present or who have left a valid proxy form with the transportation director's designee during the weekly bidding period are eligible to bid extra trips. The selection of extra trips shall start with the senior driver having available time. The selection will continue in descending order until as many trips as possible are assigned to the drivers with available time.
- E. Extra trips not bid on Thursday during trip bid or extra trips which are bid on and then declined will be left hanging on the trip board for regular drivers to sign, by trip

marker. Extra trips not bid/signed twenty-four (24) hours before the trip departure or by Monday Morning may be assigned to substitute drivers.

- F. Copies of scheduled extra trips (daily dispatch log) will be placed in a conspicuous location for driver information of upcoming available trips. Management will make every effort to maintain a two-week posting of scheduled extra trips, placing the upcoming pages before the end of the Friday workday.
- G. The transportation supervisor may bypass a driver for assignment to an extra trip if:
 - 1. The trip requires driving skill or knowledge of the area which the supervisor feels the driver does not yet possess.
 - 2. There is evidence that relationships with the advisors or students who will be transported are such that student management or safety problems will occur.
 - 3. When performance of the driver on regular routes, added work or extra trips has been below acceptable performance standards.The supervisor shall orally inform the driver of the reason(s) for the bypass and subsequently submit a written reason to the Superintendent who shall provide a copy to the driver.
- H. Extra trips that are of a sudden or unforeseen nature, and are therefore not conducive to scheduling consistent with B and C above, shall be offered to the driver next eligible in rotational order (the driver(s) following the last driver assigned pursuant to B and C above).
- I. Extra trips that are canceled through no fault of the driver and for which the driver has either reported for work or is preparing the bus, shall be compensated for two (2) hours at the driver's regular hourly rate.
- J. The supervisor of transportation, in the event of a bona fide emergency, shall have the discretion to select any available regular employed driver, or failing to secure a regular employed driver, may select a substitute driver. If the emergency occurs more than twelve (12) hours prior to the trip pick-up time, the trip shall be posted. If an extra trip is received after 4:30 p.m. and departs the following day prior to 9:30 a.m., it will be filled as received on an emergency basis. Emergency basis being defined as the Supervisor and/or the Assistant Supervisor are unable to fill the trip during their normal scheduled hours.
- K. Driver's performing extra trips and out of town trips may be subject to periodic evaluation while on actual trip. Substitutes may be evaluated on the first extra trip and/or periodically thereafter.
- L. All overnight trips will be bid first. All overnight trips shall go by seniority, without regard to overtime.
- M. When it is a four (4) day or less work week and there is a late trip, it shall be bid on by seniority without going into overtime.

Section 7.8.3. Transportation Compensation.

Transportation personnel shall be compensated in accordance with the following subsections.

Section 7.8.3.1. Extra Trips.

Shall be compensated at the regular hourly rate in accordance with Section 7.8.

Section 7.8.3.2. Added Work.

Added work that will not be driven by the regular contracted driver shall be posted each morning and shall be assigned by seniority to regular drivers. Drivers shall not sign for

added work if it will cause them to exceed forty (40) hours per week. Added work that is not assigned to regular drivers may be assigned to substitute drivers.

Section 7.8.3.3. Extra Trips Exceeding One (1) Day Duration.

Drivers will be compensated for a minimum of the eight (8) hours and/or for the total hours of the trip, whichever is greater. Drivers will be provided adequate time for rest without the responsibility for supervision of students.

Section 7.8.4.

Driver Trainer seniority shall be established with the earliest Driver Trainer certification date regardless of years of service. Driver Trainers hired after September 1, 2003, shall be placed at the bottom of the Driver Trainer seniority list regardless of the date of their certification. If at any time a driver trainer allows their certification to lapse, said driver shall be placed at the bottom of the seniority list upon re-certification. If two (2) or more existing Driver Trainers have the same certification date, then the Driver Trainer seniority shall be determined by date of hire seniority.

Driver Trainer work is that work which by law can only be performed by a certified Driver Trainer. The Driver Trainer seniority list shall only be used to assign Driver Trainer work.

Section 7.9. Food Service Personnel.

Recognizing the work load of Food Service personnel may vary from day to day depending upon the type of meals to be served and the level of participation anticipated, the Food Service supervisor may extend the shift of any employee up to five (5) hours in any one (1) week (to a maximum of eight (8) hours in any one (1) day). The Food Service supervisor shall attempt to notify employees at least one (1) day in advance, but if the additional need could not reasonably have been expected, the supervisor may request that the employee work an extended shift on the same day. The employee may decline this extended shift if one (1) day notice has not been given and the supervisor may offer the extended shift to another employee.

Section 7.9.1.

In the event that a food service employee is absent, the substitute will be placed at the least senior position for the affected building, and the remaining employees for the affected building will move up to the next corresponding senior position for the duration of the absence.

In the event a lead/main cook is absent in any building, the director may temporarily transfer a qualified District employee from another kitchen to cover the leave. This temporary transfer shall not be subject to the notification provisions of Section 7.2 and may not be contested by the grievance process of Section 16.

Section 7.9.1.1.

Thirty (30) minutes or less can be added to shift per year without a job posting for food service only.

Section 7.9.2. Paraeducator Class Size Relief Hours.

Class load relief hours for paraeducators shall be bid pursuant to Section 11.10.2.

1 **Section 7.9.3. Preparation Time.**

2 With supervisor's approval, paraeducators may be paid for preparation time prior to the beginning
3 of school, in addition to their assigned hours, for the purpose of preparing for the school year.
4

5 **Section 7.10.**

6 Employees requested to work a shift regularly filled by a higher paying classification employee shall
7 receive compensation equal to that normally received by the employee in the higher paying classification,
8 commencing with the first day of such assignment.
9

10 **Section 7.10.1.**

11 Whenever a contracted employee works in their same or another classification for extra added
12 work, they will be compensated per Schedule A at their appropriate step for those hours
13 worked.
14

15 **Section 7.11.**

16 Only employees, employed regularly as classified employees, will be used to fulfill all job assignments
17 within their respective general job classifications for which compensation is granted, unless no qualified
18 employee of the classification is available.
19

20 **Section 7.12.**

21 No regular scheduled shift shall be for less than two (2) hours except as provided for in Section 7.12.1.
22

23 **Section 7.12.1. Food Servers and Lunchroom/Playground Monitors.**

24 Bargaining unit members, serving as "lunchroom servers" and "playground monitors" will be
25 permitted to work a minimum one (1) hour regular scheduled shift.
26

27 If the District is unable to hire a bargaining unit member to fill a lunchroom server and/or
28 lunchroom/playground monitor position after posting the position for a minimum of two weeks,
29 the District may post and hire a new employee with a one hour minimum shift.
30

31 Lunchroom servers hired to work at Weston High School will be exempt from the minimum one
32 (1) hour shift requirement.
33

34 **Section 7.13. Overtime.**

35 Overtime assignments, other than those met by the supervisory personnel, and extended time
36 (compensated at overtime rates except as otherwise provided for in Section 7.8) shall be distributed in
37 accordance with seniority provisions as hereinafter provided; EXCEPT that if the overtime is an extension
38 to complete work which is part of an employee's regular assignment, that employee shall be offered the
39 overtime. The overtime rate shall be one and one-half (1-1/2) the employee's regular hourly rate. In the
40 assignment of overtime, the District agrees to provide the employee with as much advance notice as
41 practicable in the circumstances. Normally, employees designated to work overtime on any calendar day
42 or days outside their regular work week will be advised of the possibility no later than twenty-four (24)
43 hours prior to the end of the last shift before overtime commences. All hours worked in excess of forty
44 (40) hours per week shall be compensated at the overtime rate.
45

46 **Section 7.13.1. Compensatory Time Off.**

47 For all employees except Bus Drivers, an employee may, at his/her option, request compensatory
48 time off in lieu of authorized overtime compensation or payment for authorized hours worked

beyond the employee's normal work shift. Compensatory time, if granted, may be accrued up to a maximum of two hundred and forty (240) hours; provided, however, that records shall be maintained by the District and there must be a reasonable expectation that the employees will be provided an opportunity to expend the accrued time prior to one (1) year subsequent to the time in which it is earned. The District shall not solicit employees to accept compensatory time in lieu of other compensation. Compensatory time in lieu of overtime as provided in this Article shall be accrued and be granted at the appropriate rate as stated in this Article for each hour worked. Any employee who is discharged or who terminates employment shall receive payment for unused accrued Compensatory Time with the final paycheck.

Section 7.14.

Employees shall receive a minimum of two (2) hours pay, at overtime rates, for each duty call, provided they are a contracted two hundred sixty (260) day, eight (8) hour a day employee. All other employees will receive two (2) hours of their regular pay for each duty call, unless they have worked forty (40) hours during the week of the duty call. Then they shall receive a minimum of two (2) hours pay at overtime rates, for each duty call. A duty call is defined as any work other than the normal work shift and workday noncontiguous with the normal work shift or workday.

Section 7.15. 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 report all hours worked, whether straight time, overtime or otherwise. The District shall report hours worked in the legally correct manner which maximizes retirement benefits for employees.

Section 7.16.

Employees may be given an opportunity to provide services different from their regular job descriptions and/or different from any existing position description on a non-continuing basis. These services may include those related to school activities, non-continuing or Leave Replacement Positions (not to extend past the District's fiscal year) to accomplish needed tasks. Selection will be made from volunteers only based on qualifications as determined by the District, and will be compensated as provided for elsewhere in this Agreement. Employees who are employed in more than one classification shall be paid the appropriate rate for each classification including but not limited to, Section 18.2.3 of this Agreement.

Section 7.16.1

When extra added work is available a supervisor may elect to offer that work to PSE members in the building or by Department on a seniority basis, unless the extra added work is an extension of time to complete work which is part of an employee's regular assignment. Supervisors are not obligated to offer extra added work that would place employees in overtime.

Section 7.17.

All drivers shall be contracted for the days that Arlington Schools are in session plus any additional in-service days. Work days and hours will be made known to the drivers at the time the annual assignments are made. All drivers are required to work each of their contracted days and all of their contracted time. Drivers with out-of-District students will have the option of not driving their out-of-District students on days that Arlington Schools are not in session. If this results in working less days or hours than their contract, the Transportation Supervisor, in consultation with the PSE Transportation Representative, will work out additional days and or hours for the driver to work. Drivers need to inform dispatch at least five

(5) days in advance if they are choosing to not drive their out-of-District students on the days that Arlington is not in session. If a driver chooses to drive their out-of-District students on days that Arlington is not in session, they will do so using added time.

Section 7.18.

Members of the bargaining unit may be temporarily advanced to a higher paying classification during times when school is not in session (Winter, Spring, and Summer break). All advancements, in accordance with this Section shall be set forth in a "Supplemental Contract." Employees will suffer no adverse impact on rights, benefits and privileges available to them pursuant to the Agreement.

Section 7.19.

Casual Labor positions may be employed up to sixty (60) working days annually during time school is not in session (Winter, Spring, and Summer break). Casual Labor positions may not be utilized to replace any regular employee, as per Schedule A. However, Casual Labor positions may be employed to replace a regular employee, as per Schedule A, who is temporarily filling a higher classification in accordance with Section 7.18 of the Agreement. All Casual Labor positions must work under the direct supervision of a regular classified employee, as per Schedule A.

Section 7.20 Closures.

In the event that School District buildings or sites are closed because of natural disaster or severe weather such as (but not limited to) severe storm damage, winter conditions, flooding, fire, earthquake, tsunami and the like, the District will make a reasonable effort through established procedures (e.g., phone tree, radio and/or TV stations or electronic means) to notify employees who must report to work. Employees reporting to work prior to notification of closure shall receive a minimum of two (2) hours pay at base rate in the event of such a closure.

In the event of a prolonged school closure, the District will meet with PSE to discuss work-related options.

Section 7.21. Lunchroom Turnaround.

To allow for the safe and efficient turnaround of lunchrooms back into educational spaces each school day, the District may assign various duties to employees outside of the custodial classification to provide assistance. Employees will not be required to lift or push beyond the physical limits of their own job description. Employees will receive their regular rate of pay for this additional work.

ARTICLE VIII

BYRNES PERFORMING ARTS CENTER (BPAC)

Section 8.1.

BPAC positions that are subject to this Article are usher, house manager, stage crew member, stage manager, lighting technician, sound technician and ticket seller. It is not the intention for this article to apply to other School District facilities.

1 **Section 8.2.**

2 All BPAC positions listed above are on call positions. The amount of hours and days of work available
3 will depend upon the actual number of events and performances held in the BPAC and the staffing needs
4 for each event.
5

6 **Section 8.3.**

7 When a House Manager's average working hours for District events meets or exceeds the two (2) hours
8 per day minimum as stated in Section 7.12, they shall be subject to and enjoy all of the rights and
9 responsibilities of a regular employee except as otherwise excluded in Article VIII. All other BPAC work
10 will be time sheeted as extra time and will not be contracted. BPAC workers with multiple District
11 positions are responsible for ensuring that they do not exceed 40 hours of work in a week without prior
12 authorization.
13

14 **Section 8.4.**

15 District events may use unpaid students as ushers, stage managers, stage crew members, lighting
16 technicians and sound technicians. District events may also use unpaid volunteers to assist certificated
17 staff with BPAC events provided they are not doing bargaining unit work. Non-District events will use
18 paid bargaining unit members; this staffing may be augmented by technicians and support personnel
19 provided by the renter.
20

21 **Section 8.5.**

22 The BPAC Coordinator will fill available work assignments for stage managers, stage crew members,
23 lighting technicians, sound technicians, ushers and ticket sellers based upon workers availability and the
24 technical skills and abilities needed for each specific event.
25

26 **Section 8.6.**

27 The following sections are not applicable to workers covered by this Article:
28 Sections 7.1 through 7.9.3; and Sections 7.17 through 7.19.
29

30 **Section 8.7.**

31 Substitute BPAC employees shall receive ninety percent (90%) of the applicable Step 1 hourly rate or
32 minimum wage whichever is greater.
33

34 **Section 8.8.**

35 BPAC employees included within the bargaining unit shall be considered to be on probationary status
36 until sixty (60) days after they have established a "hire date."
37

38 **Section 8.9.**

39 BPAC Employees shall not accumulate seniority nor longevity unless they meet the standard of
40 continuous daily employment (Section 11.4.)
41
42
43
44
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47
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ARTICLE IX

HOLIDAYS AND VACATIONS

Section 9.1.

Twelve (12) month employees shall be paid for two hundred sixty (260) days. They shall be entitled to the following paid holidays. If one of the designated holidays falls on a Saturday or Sunday, or if school is in session on any of these holidays, the employee will receive pay for that day or an additional day off.

- | | |
|---|--|
| 1 & 2. New Year's Day and
One Additional Day | 7. Labor Day |
| 3. Martin Luther King Day | 8. Veterans' Day |
| 4. Presidents' Day | 9. Thanksgiving Day |
| 5. Memorial Day | 10. Day after Thanksgiving |
| 6. Independence Day | 11 & 12. Christmas Day and
One Additional Day |

Section 9.1.1.

Employees who work two hundred twenty (220) days or more, but less than two hundred sixty (260) days shall be entitled to ten (10) paid holidays.

- | | |
|---------------------------|--|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Martin Luther King Day | 7. Day after Thanksgiving |
| 3. Presidents' Day | 8 & 9. Christmas Day and
One Additional Day |
| 4. Memorial Day | 10. Labor Day |
| 5. Veterans' Day | |

Section 9.2.

Employees who work fewer than two hundred twenty (220) days are entitled to eight (8) paid holidays as follows, if holidays fall within the employee's assigned working year:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 5. Labor Day |
| 2. Martin Luther King Day | 6. Veterans' Day |
| 3. Presidents' Day | 7. Thanksgiving Day |
| 4. Memorial Day | 8. Christmas Day |

Section 9.3. Holidays During Vacation.

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

Section 9.4. Worked Holidays.

Employees who are required to work on the above described holidays shall receive the pay due them plus one and one-half (1-1/2) times their base rate for all hours worked on such holiday.

1 **Section 9.5. Vacations.**

2 All employees subject to this Agreement shall earn hours of vacation credit, based on hours worked
3 during the period September 1 to August 31, compiled as follows:
4

<u>Longevity</u>	<u>Formulation Of Hours Of Vacation Credit</u>
1 - 4 years	One hour of vacation for each 24.8 hours worked
5 - 9 years	One hour of vacation for each 16.5 hours worked
10 - 19 years	One hour of vacation for each 12.4 hours worked
20+ years	One hour of vacation for each 10 hours worked

10
11 **Section 9.6.**

12 Twelve (12) month employees may take vacation in lieu of regular work days. All other employees will
13 be paid for vacation hours accumulated at their regular hourly rate. If the work year exceeds two hundred
14 sixty (260) regular work days (including paid holidays) the work days in excess of two hundred sixty
15 (260) will be added to the annual vacation.
16

17 Employees must submit vacation requests to their supervisors at least two weeks in advance of the
18 requested vacation date(s). Approval of vacation requests will be granted on a first-come, first-serve
19 basis. Request for vacation days may be submitted twelve (12) months in advance of the requested
20 date(s). Conflicts over vacation requests will be resolved by the application of seniority preference, in
21 which instance the senior employee shall be granted the requested date.
22

23 **Section 9.7.**

24 If an employee leaves the position before the end of the school year working assignment, the employee
25 will be compensated for accumulated vacation hours.
26

27 **Section 9.8.**

28 Employees may carry up to thirty (30) days vacation over and may be paid for such vacation on request in
29 the final year prior to contemplated retirement as a part of regular salary and such payments will be
30 subject to withholding for State Retirement programs so long as there is no additional cost to the District
31 to qualify such salary payments for inclusion as a part of the average salary compensation for the
32 employee.
33

34 **Section 9.9.**

35 Substitute and BPAC employees not contracted per Section 8.3. shall not be entitled to vacation or holiday
36 pay.
37
38
39

40 **ARTICLE X**

41 **LEAVES**

42
43
44
45 **Section 10.1. Sick Leave Accumulation, Sharing and Cash-out.**

46 Sick leave is earned annually and may be accumulated in accordance with law and provisions in this
47 section. It is expected that the employees will bank leave to the extent possible so it will be available in
48 the future to cover unforeseen needs.

1 **Section 10.1.1. Sick Leave Accumulation.**

2 Twelve (12) days of sick leave will be granted each regular employee who works the approved
3 District student calendar or more days per work year. Employees who work less than the approved
4 District student calendar days per work year will earn one (1) day each fifteen (15) days worked. A
5 "day" of sick leave is a typical or average work-day of the employee.

6 At the beginning of each work year, or at the time an employee is hired, the employee shall be
7 credited with the days of sick leave to which the employee would normally be credited during the
8 balance of that work year. Sick leave shall be vested when credited and may be accumulated for one
9 hundred eighty (180) days or the employee's highest work year, whichever is greater.

10
11 Employees who have accrued sick leave while employed by another Public School District in the
12 State of Washington shall be given credit for such accrued sick leave upon employment by the
13 District.

14
15 **Section 10.1.2. Shared Leave.**

16 Employees represented by this Agreement shall be able to utilize all rights and obligations
17 available to them through any District administered leave sharing program as authorized by State
18 law and District policies and procedures.

19
20 **Section 10.1.3. Sick Leave Cash-out.**

21 For purposes of calculating sick leave cash-out, one (1) day shall mean the number of regularly
22 scheduled hours in a normal work day for that employee at the time of the cash-out. The maximum
23 number of "days" which may be cashed out at any time is one hundred eighty (180).

24
25 In January of the year following any year in which a minimum of sixty (60) days of leave for illness
26 or injury is accrued, and each January thereafter, any eligible employee may exercise an option to
27 receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate
28 equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued
29 leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which
30 compensation has been received shall be deducted from accrued leave for illness or injury at the rate
31 of four (4) days for every one (1) day's monetary compensation: PROVIDED, that no employee may
32 receive compensation under this section for any portion of leave for illness or injury accumulated at a
33 rate in excess of one (1) day per month. At the time of separation from School District employment
34 due to retirement or death, an eligible employee or the employee's estate shall receive remuneration
35 at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full
36 days accrued leave for illness or injury.

37
38 **Section 10.2. Leaves with Pay and Benefits.**

39
40 **Section 10.2.1. Sick Leave.**

41 Employees may use sick leave for the following absences as authorized by law and caused by any
42 of the following:

- 43 1. Employee Illness or Injury; Employee may use sick leave for when they are physically unable
44 to perform functions of their position because of illness, injury or medical reason.
45 2. Emergency as provided in Section 10.2.2.
46 3. Disability; including temporary disabilities caused or contributed by pregnancy, miscarriage,
47 abortion, childbirth, and recovery there from.
48

4. Serious family illness which necessitates the employees' absence from work to provide care for qualifying family members. Qualifying family members include spouse, registered domestic partner, children, step-children, children of registered domestic partner, siblings, siblings-in-law, siblings of registered domestic partner, parents, parents-in-law, parents of registered domestic partner, step parents, grandchildren, grandchildren of registered domestic partner, grandparents, grandparents-in-law, and grandparents of registered domestic partner.
5. Emergency medical condition, which necessitates the employees absence from work to provide care for qualifying family members. Qualifying family members include spouse, registered domestic partner, children, step-children, children of registered domestic partner, siblings, siblings-in-law, siblings of registered domestic partner, parents, parents-in-law, parents of registered domestic partner, step parents, grandchildren, grandchildren of registered domestic partner, grandparents, grandparents-in-law, and grandparents of registered domestic partner.
6. Sick leave may be utilized to care for a child of the employee under the age of eighteen with a health condition that requires treatment or supervision as required by the provisions of RCW 49.12.270 as defined by WAC. The District may require verification of illness by the employee's personal physician.

Section 10.2.1.1.

Employees, upon the request of the District, claiming sick leave benefits for more than five (5) consecutive days, are required to submit a written statement from a licensed health professional which states the need for their continued absence for medically approved reasons. The District also may request a written statement from a licensed health professional which indicates the last date of physical disability and the ability to return to work without limitations.

Section 10.2.2. Emergency Leave.

Sick leave may also be used for emergencies such as natural disasters and other unforeseen events which make it impossible for the employee to make it to work. Transportation failure or weather conditions which do not require the closing of school shall not be considered emergencies, except that employees living in the School District may request sick leave if road conditions are unusually severe where they reside and the Superintendent /supervisor may approve this request if in his/her opinion the employee would face unusual risks if an attempt were made to get to work. Additionally, supervisors may grant emergency leave for problems which are suddenly precipitated and for which preplanning could not relieve the necessity of the absence. The problem must be a major importance and not a mere convenience. The Superintendent/supervisor's judgment shall not be the subject of a grievance.

Section 10.3. Personal Leave Accumulation, Use and Cash-out.

Section 10.3.1 Personal Leave Accumulation.

Two (2) days of personal leave will be granted to each regular employee who works the approved District student calendar or more days per work year. Where granted, an employee shall receive personal leave based upon his/her regular hours of work.

Section 10.3.2. Personal Leave Use.

Personal leave shall be allowed for business of a personal or emergency nature which cannot be accomplished on a weekend or non-work day. The employee shall not be required nor asked to

state a reason for the leave beyond the term “personal” unless the request will extend a holiday, is on a Friday, or during the first fifteen (15) and the last twenty (20) student school days. Leaves will be taken in half-day or whole day increments unless otherwise approved by the employee’s supervising administrator. This provision is limited to five percent (5%) utilization per day throughout the unit and the leave may not be used to extend a vacation or holidays.

Section 10.3.3. Personal Leave Cash-out.

Based upon regular work hours, employees may receive remuneration for unused personal leave days at the employee’s current rate of pay for unused days. One (1) day may be carried over to the following contract year for a total of three (3) personal days. Employees must notify the District if they want to carry over personal leave each year by June 30th. Except in the case of any emergency, five (5) days notice of the intent to use a personal day is required.

Section 10.4. Leaves With or Without Pay and Benefits.

Leaves under this section may include the following:

1. Bereavement Leave described in Section 10.4.1;
2. Maternity Leave described in Section 10.4.2;
3. Parenting and Adoption Leave described in Section 10.4.3;
4. Judicial Leave described in Section 10.4.4;
5. Military Family Leave described in Section 10.4.5;
6. Domestic Violence Leave described in Section 10.4.6;
7. On the Job Injuries/Labor and Industry as described in Section 10.4.7;
8. FMLA described here as well as in Section 10.4.8: Employees will be allowed to use their twelve (12) weeks of Family Medical Leave Act (FMLA), and up to thirty (30) additional days of accrued leave to allow the employee to be off for a full semester, under these circumstances:
 - a. After the temporary disability related to childbirth;
 - b. Following the birth of a male employee’s child, or the child of an employee’s domestic partner;
 - c. After the adoption of a child;
 - d. After acquiring parental guardianship due to the execution of a will or by statute.
 - e. If such an event occurs during summer break, leave can begin at the start of a school year.

Section 10.4.1. Bereavement Leave.

Bereavement leave shall be non-cumulative and allowed as follows:

- A. Up to five (5) days per occurrence shall be granted with pay for bereavement of a member of the immediate family. The immediate family consists of grandparents, grandchildren, parents, step parents, spouse, registered domestic partners, siblings, step siblings, children, step children, in-laws, and legal wards of the employee. Such leave is non-cumulative.
- B. Up to three (3) days per occurrence with pay for all other family members. Other family members consist of great-grandparents, great-grandchildren, aunts, uncles, nephews, nieces and cousins. Two (2) additional days, with pay, will be extended by the Superintendent or his/her designee for travel outside the state; or two (2) additional days with pay may be extended by the Superintendent or his/her designee for extenuating circumstances.

1 C. An employee may request use of personal leave or emergency leave for bereavement of a close
2 friend from his/her immediate supervisor. If denied, the employee may appeal to the
3 Superintendent.
4

5 The total number of days for bereavement with pay shall not exceed five (5) days per occurrence.
6

7 **Section 10.4.2. Maternity Leave.**

8 Upon application, the District may grant maternity leave. Such leave shall commence at such time as
9 the employee's medical advisor deems necessary. Employees granted maternity leave may, at their
10 option, be allowed compensation for time actually disabled, as certified by their physician, up to the
11 amount of accumulated sick leave. Employee may also be eligible for Family and Medical Leave
12 as provided for by law, board policy and as otherwise stated in this agreement. Before returning to
13 work, the employee must file with the personnel office a physician's statement certifying the
14 employee as able to return to work. Employees must return to work not later than six (6) weeks after
15 obtaining the physician's clearance.
16

17 **Section 10.4.3. Parenting and Adoption Leave.**

18 During the first six (6) weeks after the birth or adoption of a child, an employee may be granted up
19 to ten (10) days parenting or adoption leave. This leave may be deducted from accrued sick leave.
20

21 **Section 10.4.4. Judicial Leave.**

22 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is
23 named as a codefendant with the District, such employee shall receive a normal day's pay for each
24 day of required presence in court; provided, however, that any compensation received for such
25 service shall be paid to the District. Such repayment shall not exceed the employee's normal daily
26 pay less bona fide expenses. In the event that an employee is a party in a court action, such employee
27 may request a leave of absence.
28

29 **Section 10.4.5. Military Leave.**

30 Members of the Washington National Guard, Army, Navy, Air Force, Coast Guard, or Marine
31 Reserve of the United States shall be granted military leave of absence from his/her assignment for
32 a period not exceeding fifteen (15) calendar days during each year for training purposes. The
33 employee shall receive his/her normal District pay and there shall be no loss of privileges,
34 vacations, or sick leave to which he/she might otherwise be entitled. During a time when the
35 employee is on duty the employee may elect to keep District pay or military pay for the time
36 absent, but not both unless the employee has vacation time and chooses to use vacation for such
37 absence. The employee shall request this leave when school is not in session. If this request is not
38 honored by the military authority from whom requested, such rejection will be in writing and
39 submitted to the Superintendent.
40

41 **Section 10.4.6. Domestic Violence Leave.**

42 The District shall comply with the Domestic Violence Leave as described in RCW 49.76.030
43 allowing an employee reasonable leave from work, intermittent leave, or leave on a reduced
44 schedule when the employee or an employee's family member is a victim of domestic violence,
45 sexual assault, or stalking. Such leave provided the employee with an opportunity to stay away
46 from the abuser and/or participate in legal proceedings, medical treatment, or other necessary
47 services. Such leave shall be with or without pay at the discretion of the employee. If with pay,
48 leave shall be deducted from the employee's Annual Leave.

1 **Section 10.4.7. Job Related Injury/Labor and Industries.**

2 If absence is a result of a job related injury and workman's compensation is received by the
3 employee, sick leave pay shall be the difference between regular salary for the employee and the
4 amount of workman's compensation received. Days lost due to work related injuries shall not be
5 deducted from sick leave.

6
7 The District's obligation under this Agreement shall continue until the workman's time loss
8 compensation claim is terminated, the employee retires, or the employee resigns, whichever occurs
9 first. The employee may utilize accumulated sick leave if the workman's compensation claim has
10 been terminated and the employee is still unable to return to work.

11
12 Employees are encouraged to meet with the Human Resource Department to discuss their options
13 for absences covered by workman's compensation.

14
15 **Section 10.4.8. Family and Medical Leave Act.**

16 As provided by State and Federal law, eligible employees will be allowed to take up to twelve (12)
17 weeks of unpaid family and medical leave time off per year, per family, in the event of the birth or
18 adoption of a child, or placement (in foster care) of a son or daughter, or in the event that they
19 experience a serious illness which prevents them from performing the functions of their job, or if
20 they need to take time off to care for a seriously ill family member or registered domestic partner in
21 accordance with Arlington School District Policy, "Family Leave."

22
23 **Section 10.5. Leave Without Pay and Benefits.**

24
25 **Section 10.5.1. Leave of Absence.**

26 The Superintendent may recommend and the Board may approve, at its option, a leave of absence for
27 a period of up to one (1) year; provided, however, if such leave is granted due to extended illness,
28 one (1) additional year may be granted upon request. In making its decision, the Board shall
29 consider:

- 30
31 A. The length of continuous employment in the District. (Ordinarily at least two (2) years of
32 satisfactory service will be required.)
33
34 B. The District may grant an employee a leave of absence without pay for such reasons as:
35 (a) compelling personal matters, (b) education, (c) childcare, and (d) health: or any situation
36 deemed to justify such leave. Requests for a leave of absence must be presented in writing to
37 the District's Human Resources Department. Upon recommendation of the employee's
38 supervisor and the approval of the Superintendent or the Superintendent's designee, an
39 employee may receive a leave for a period not to exceed twelve (12) months except where
40 otherwise provided in this Agreement. Such leave requests will be considered on a case-by-
41 case basis. The decision to grant such requests shall be at the sole discretion of the
42 Superintendent or the Superintendent's designee, except where otherwise provided in this
43 Agreement.
44
45 C. The effect of the leave on the efficiency of the District's operations.

46
47 A leave of absence will not be allowed solely so that an employee can pursue other employment
48 opportunities or to relocate to another community. An employee on leave who obtains other

1 employment may be terminated as an employee of the District. Employees on leave are
2 encouraged to work with the District's Human Resources Department so that the nature of their
3 leave and any subsequent changes in their leave are authorized.

4
5 **Section 10.5.2. Returning from Leave of Absence.**

6 The returning employee will not necessarily be assigned to the identical position occupied before the
7 leave of absence. However, provided a vacancy exists for which the employee is qualified, the
8 employee shall be reinstated to a position equivalent in duties and salary to that held at the time the
9 request for leave of absence was approved. The employee on leave must notify the District no later
10 than April 1st of their intentions for the following school year.

11
12 If a vacancy does not exist equivalent in duties and salary, a layoff consistent with other provisions of
13 this Agreement will be instituted to create an appropriate position.

14
15 **Section 10.5.3. Employee Rights During Leave of Absence.**

16 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on
17 leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the
18 employee is on leave of absence.

19
20 Employees who are unable to perform their assigned duties due to being placed on L&I or Leave of
21 Absence, are not eligible to bid or apply for open positions during their term of absence. Upon return
22 to employment with the Arlington School District, said employees may use Section 11.10. of the
23 PSE contract to determine their job placement.

24
25 **Section 10.5.4. Leave for Religious Observance.**

26 Employees who observe religious holidays which are not included in Article VIII of this
27 Agreement, shall be allowed two (2) days of unpaid leave annually for a reason of faith or
28 conscience or an organized activity conducted under the auspices of a religious denomination,
29 church, or religious organization. Employees requesting such leave shall provide written notice to
30 their supervisor no later than two (2) weeks prior to the holiday of their intention to take such
31 leave.

32
33 Additionally, it will be recognized on the employee's annual evaluation that taking two (2) days of
34 unpaid leave for reason of faith or conscience or an organized activity conducted under the
35 auspices of a religious denomination, church or religious organization will not count against the
36 employee's attendance record.

37
38 **Section 10.5.5. Leave for PSE State Office or Public Office.**

39 The District shall grant leave with or without pay and/or benefits to any employee who has
40 been elected to an office which requires full time participation. Pay shall be dependent upon
41 reimbursement from the PSE State Office.

42
43 **Section 10.6. Exhausting Leave.**

44 Except as where otherwise provided in this agreement, when earned leave has been exhausted no
45 further earned leave can be taken until additional leave has been earned or shared according to Section
46 10.1 above.

1 **Section 10.7. Other Leave Requests.**

2 The District is not obligated to grant any other type of leave not otherwise provided for in Section 10.
3 Any request for a leave not provided in Section 10 must be directed to the Superintendent or
4 Superintendent's designee.
5
6
7

8 **ARTICLE XI**

9
10 **LONGEVITY, TEMPORARY EMPLOYEES, SUBSTITUTE EMPLOYEES,**
11 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**
12

13 **Section 11.1.**

14 Longevity shall be defined as the sum of an employee's period(s) of employment with the District.
15 Longevity is not seniority. Longevity shall be utilized to determine hours of vacation credit and
16 Schedule A incremental step placement. Refer to Section 17.1. Substitute employees, included within the
17 bargaining unit, shall not acquire longevity.
18

19 **Section 11.2. Substitute Employees.**

20 For purposes of this section, "days" shall mean a normal work shift for the employee the substitute is
21 replacing. If the substitute works less than a normal shift, the time worked shall be rounded to the nearest
22 half shift or "half day."
23

24 Substitute employees shall not be entitled to vacation or holiday pay.
25

26 Substitute employees shall be given an opportunity to apply for open positions. Section 11.4 shall
27 determine the "hire date" for employees.
28

29 Substitute employees shall be considered to be on probationary status until sixty (60) days after they have
30 established a "hire date."
31

32 **Section 11.2.1. Leave Replacement Employees.**

33 When a Board approved leave exceeds forty-five (45) days and the District determines that a
34 replacement employee is needed, a leave replacement position will be posted and filled. When
35 a non-Board approved leave exceeds sixty (60) days and the District determines that a
36 replacement employee is needed, a leave replacement position will be posted and filled. Any
37 person who has served as a Long-Term Substitute Employee for more than sixty (60) days shall
38 be eligible to be immediately hired as a Leave Replacement Employee. If the incumbent
39 substitute declines to be hired the position shall be posted. Leave Replacement Employees
40 covering the leave of employees on Board approved leaves shall be hired for predetermined
41 lengths of time, all other Leave Replacement Employees may be employed until the regular
42 employee returns to their position or the end of the District's fiscal year whichever comes first.
43

44 **Section 11.2.1.1. Food Service Leave Replacement Employees.**

45 When providing a leave replacement employee for a food service position, remaining
46 employees for the affected building will be given the opportunity to move up to the next
47 corresponding senior position for the duration of the leave or the end of the school year
48 whichever occurs first. A leave replacement employee will be hired into the remaining

open position after the employees are afforded the opportunity to move up to the next corresponding senior position.

Section 11.3. Temporary Employees.

A temporary employee shall be defined as an employee hired on a temporary basis for not more than sixty (60) days in a twelve (12) month period, who does not replace a regular employee. If the employee is retained for more than sixty (60) days, the employee will be subject to all rights and duties contained in this Agreement retroactive to the first day of such continuous employment. If the District replaces a temporary employee with another temporary employee in the same position, the sixty (60) day employment period shall include days worked by both employees.

Section 11.4.

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment in the employee's classification (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 11.4.1.

In the event more than one employee in the general job classification set forth in Article I, Section 1.4 is awarded the same seniority date, the question of seniority among those employees shall be determined within thirty (30) days of hire by comparison of employment application dates of the effected employees. The employee with the earliest original application date for employment in the District shall be determined to be the senior employee. In the event the application dates are the same, Public School Employees and the District shall meet with the effected employees and mutually agree upon the process of resolution. Determination of seniority in like cases during previous agreements shall be observed during this and future agreements. The decision shall be binding and not subject to grievance as defined in Article XVI.

Section 11.5.

Each new hire shall remain in a probationary status for a period of not more than ninety (90) days following the hire date. During this probationary period the District may discharge such employee at its discretion. Substitute employees, included within the bargaining unit, shall be considered to be on probationary status until sixty (60) days after they have established a "hire date."

Section 11.6.

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

Section 11.7.

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

- A. Resignation;
- B. Discharge for justifiable cause;
- C. Retirement; or
- D. Change in job classification within the bargaining unit, as hereinafter provided.

Section 11.8.

Seniority rights shall not be lost for the following reasons, without limitation:

- A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
- C. Time spent on other authorized leaves.

Section 11.9.

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.4.

Section 11.9.1.

Employees who are employed in more than one (1) classification shall establish seniority in multiple classifications in which they have a continuing contract and meet the minimum hour requirements per Section 7.12. The hire date in each classification shall establish seniority within that classification only. If there is a tie, the application date will determine seniority.

Section 11.10.

The employee with the most seniority within a classification shall have absolute preferential rights and consideration in all matters of job promotion and assignments to new or open positions, shift selection and special services (including overtime), when demonstrated ability and performance are equal to or greater than junior employees or other applicants for the position. Employees will receive a letter of bypass when they are not the successful candidate for a position for which they applied. The bypass letter shall include reasons why the employee(s) has been bypassed. The reasons given in the bypass letter must be based on the qualifications stated in the job posting. The administrative procedure for attending to individual employee's concerns when bypassed shall be as follows:

1. Upon receiving a letter of bypass, the employee may schedule an appointment with the administrator, supervisor or director who made the recommendation for employment regarding the position of concern. Members of the interview committee and/or the Executive Director of Human Resources may be asked to attend this meeting. The employee may also have a union representative present.
2. The written request shall be made within five (5) days of the employee receiving the letter of bypass and the meeting shall be held within ten (10) days of the request.
3. The purpose of the meeting is to review the employee's test scores and interviewers' ratings so that an employee may know what specific areas they should work on improving.

If the District determines that seniority rights should not govern because a junior employee or applicant possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the senior employee or employees and the organization's President its reasons why the senior employee or employees have been bypassed.

The Association recognizes the rights of the District to select those persons for promotion to supervisory positions after considering applicants from both within and without the present staff. In making these decisions, the paramount concern of the District will be to maintain or increase the efficiency of the organization. Leadership ability, responsibility, demonstrated ability to work independently, and dedication to the interests of the District shall be important criteria used in the selection. The District's affirmative action goals shall be considered.

1 **Section 11.10.1.**

2 "Shift" shall mean number of hours of work employed and time of day work is scheduled where
3 this time effects the rate of compensation.
4

5 **Section 11.10.1.1.**

6 Overtime and extra added work will be offered to the senior custodian or food service
7 worker as applicable at the site where the overtime and/or extra added work is to occur.
8 The senior custodian or food service worker at each site will always have the first
9 opportunity for overtime or extra added work at that site. The senior custodian or food
10 service worker may accept or reject the overtime or extra added work. If it is rejected, the
11 work will be offered to the next senior employee at the site. If overtime or extra added
12 work is rejected by all, the overtime or extra added work will be offered to the next senior
13 custodian or food service worker per the District seniority list.
14

15 **Section 11.10.2. Paraeducator Class Size Relief Hours.**

16 The administrative procedure used when filling class size relief hours shall be as follows:
17

- 18 A. A list of available paraeducators for class size relief hours will be distributed by October 1st of
19 each year.
20

21 Seniority List #1 Seniority by building within paraeducator Classification
22

23 Seniority List #2 Seniority District-wide within paraeducator Classification
24

- 25 B. Administrators will utilize seniority list #1 to assign class size relief hours at their individual
26 sites. The hours shall be assigned by building seniority.
27

- 28 C. If unassigned hours remain after exhausting list #1, administrators shall seek to fill hours from
29 Seniority List #2.
30

- 31 D. Section 11.9 will be applied as employment decisions are made.
32

- 33 E. Class size relief hours may not extend from one school year into another.
34

35 **Section 11.11.**

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

40 **Section 11.12.**

41 The District shall publicize within the bargaining unit for five (5) days, classifications in which there are
42 new or open positions as soon as the District has determined that such an opening exists. If a qualified
43 PSE member should apply, the Supervisor shall interview the member. Should more than one (1)
44 qualified PSE member apply, the Supervisor shall interview a minimum of two (2). At their discretion,
45 supervisors may include a PSE member on the interview panel. In addition to the current custom and
46 practice, "open positions" are further defined as those created by the District following an involuntary
47 transfer within general job classifications to increase operational efficiency that are made in accordance
48 with this section. Transfers within general job classifications that do not change total hours and/or wages

shall not be considered new or open positions. A copy of the job posting shall be forwarded to the Association President.

Section 11.12.1.

The District shall notify the Association President of all new hires and temporary employees within five (5) days of their first day of employment. The District will identify individuals in relation to job postings previously publicized. The District shall keep the Association President apprised, on a timely basis, of the accumulation of days of employment of employees defined as temporary employees pursuant to Section 11.2 herein.

Section 11.13.

Reduction in Force (RIF) is a reduction in the number of hours and/or days imposed by the District because of financial need or a change in program(s). A layoff is a RIF that results in termination of employment.

Should a lack of funds or change in program(s) make necessary a reduction in any classification hours and/or personnel the following steps shall be used:

1. When the District becomes aware that a RIF may be necessary, they will notify the Association in a timely manner. Within ten (10) days of notification, appropriate representatives from the Association and District will meet to review the issues and process. The District will gather input from the Association to explore alternatives.
2. In the event that no alternative can be agreed to, the District will notify each member of the affected classification in writing and ask for volunteers.
3. In the case of a layoff, the employee(s) with the least seniority within the classification shall be laid off.
4. In the event that there are open position(s) available, employees may request to be considered for those position(s) based upon their qualifications in accordance with Section 11.

Section 11.13.1. Notice to Employees.

When the district determines that a RIF within the bargaining unit may be necessary, all employees that could be affected will receive thirty (30) days warning notice. Employees will receive fifteen (15) days notice of definite layoff.

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to seniority layoff ranking. Such employees are to have priority in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for two (2) years. The District will notify and provide the Association President with such list. The employees affected shall retain accrued sick leave, accrued and vested vacation rights, seniority, and longevity while a member of the reemployment list, but shall not accrue additional benefits during this time.

1 **Section 11.13.2. Reemployment List.**

2 Positions will be filled from the reemployment list as follows. Each individual on the
3 reemployment list by seniority ranking will be considered for any open position(s) or hours/days
4 within his/her classification.

5
6 **Section 11.13.2.1. Recall from RIF.**

- 7 a. **Loss of Hours and/or Days:** By seniority, employees who lose hours and/or
8 days will have the first right of refusal to acquire hours for which they are
9 currently qualified, up to the number of original hours.
- 10 b. **Layoff:** Employees will be offered reemployment for which they are qualified
11 in order of seniority, provided that no employee shall be offered a position having
12 a greater number of hours than said employee was assigned at the time of their
13 layoff. If an employee accepts an offer for an open or temporary position with
14 fewer hours than the position previously held, he/she shall remain on the
15 reemployment list until such time as he/she is offered a position with hours
16 substantially equal to or 75% of the hours held prior to layoff or until his/her
17 reemployment rights expire.

18
19 **Section 11.13.3. Substitute List.**

20 All positions of substitutes shall be offered first to employees on the reemployment list using the
21 District's online system. For those employees groups not utilizing the Districts online system,
22 the substitute positions shall be offered first to employees beginning at the top of the
23 reemployment seniority list.

24
25 **Section 11.14. Address Filed**

26 Employees on layoff status shall file their addresses in writing with the personnel office of the District and
27 shall thereafter promptly advise the District in writing of any change of their addresses.

28
29 **Section 11.15. Forfeit Reemployment Rights.**

30 An employee shall forfeit rights to reemployment as provided in Section 11.13.1 and 11.13.2., if the
31 employee does not comply with the requirements of Section 11.14, or if the employee does not respond to
32 the offer of reemployment within fifteen (15) days.

33
34 **Section 11.16. Reduction of Benefits.**

35 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued
36 benefits; provided, that such employee is offered a position substantially equal to or 75% of what was held
37 prior to layoff.

38
39
40
41 **ARTICLE XII**

42
43 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

44
45 **Section 12.1.**

46 The District shall have the right to discipline or discharge an employee for justifiable cause. Conferences
47 between the employee and the Superintendent, the Superintendent's administrative designee, or the
48 employee's supervisor which have as their purpose the investigation of complaints or the discussion of

1 potential performance deficiencies shall not be considered disciplinary action. Disciplinary action,
2 including discharge, is subject to provisions of the grievance procedure hereinafter provided.

3
4 The establishment of a probationary period for purposes of remediation of performance deficiencies shall
5 not be considered disciplinary action.

6
7 **Section 12.1.1. Progressive Discipline.**

8 The District may exercise its right and obligation to impose discipline in instances where just
9 cause exists. Depending upon the severity of the offense, discipline may begin at any step.
10 However, if circumstances justify, some steps may be eliminated. Such discipline shall include,
11 but not be limited to, the following steps:

- 12
13 A. Oral admonishment.
14 B. Official letter of reprimand.
15 C. Suspension without pay.
16 D. Termination.

17
18 **Section 12.1.2.**

19 An employee shall be entitled to have present a representative of the Association during any
20 meeting which might reasonably be expected to lead to disciplinary action, and/or at any
21 meeting in which discipline is imposed. The District, acting through a supervisor, shall advise
22 an employee when there is knowledge that disciplinary action will or may take place. When a
23 request for such representation is made, no meeting shall continue, nor shall any action be
24 taken with respect to the employee, until such representative of the Association has reasonable
25 opportunity to be present. In no event, however, shall the meeting be delayed more than three
26 (3) work days to accommodate such representation.

27
28 **Section 12.2.**

29 Employees whose work year is less than two hundred sixty (260) days shall be notified of the District's
30 intent to discharge them prior to the employee's last working day of the current work year, unless such
31 discharge is done consistent with layoff procedures stipulated elsewhere in the Agreement.

32
33 **Section 12.2.1.**

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

36
37 **Section 12.2.2.**

38 Nothing contained in this section shall in any regard limit the operation of other sections of this
39 Article.

40
41 **Section 12.3.**

42 Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees
43 ten (10) days notice of intention to discharge. Employees shall provide the District ten (10) days
44 notification of their intent to resign.

1 **Section 12.4.**

2 Refusing to cross a picket line set up by an organization other than the Association or participating in
3 sympathy work stoppages shall be justifiable cause for discharge. The District recognizes the
4 responsibility of affording employees safe conduct to work.
5
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7

8 **ARTICLE XIII**

9
10 **INSURANCE AND RETIREMENT**
11

12 **Section 13.1.**

13 During the term of this Agreement, funds for the purchase of authorized insurance benefits will be
14 provided to all eligible employees in the full amount authorized by the State. For the sole purpose of this
15 Section, a full-time equivalent (FTE) employee is one thousand four hundred forty (1,440) work hours per
16 year. Employees who are compensated for less than one thousand four hundred forty (1,440) hours per
17 year shall be prorated based on 1,440=1 FTE, provided no employee shall be considered more than 1.00
18 FTE. The District shall provide the entire amount for the duration of this contract referred to as the
19 “carve-out” for all employees subject to the language of this section, such amount to be paid in addition to
20 the funds referenced above. The “carve-out” dollar total is over and above all wage enhancements and
21 wage increases.
22

23 Additionally, the District shall contribute one hundred forty-two thousand five hundred dollars
24 (\$142,500) for the 2015-2016 school year, one hundred fifty-two thousand five hundred dollars
25 (\$152,500) for the 2016-2017 school year and one-hundred sixty two thousand-five hundred dollars
26 (\$162,500) in the 2017-2018 school year to the bargaining unit’s insurance benefits pool.
27

28 **Section 13.2.**

29 Eligible insurance plans shall be those identified by the Association and the District on an annual basis.
30 Plans shall be eligible under the law for payment under the general heading of health benefits and may
31 include dental, medical, vision, salary protection and life insurance.
32

33 Each employee will be provided a list of eligible plans, rules of the provider, and their costs and a general
34 explanation of benefits and will have the opportunity to select those benefits that the employee
35 individually considers appropriate. Subject to the rules of the insurance providers, employees shall be
36 allowed to include eligible dependents for purposes of insurance coverage. In the event that the
37 Association and the District agree that one or more benefits are required of all employees, the optional
38 provisions of this section shall not apply.
39

40 Selection of the eligible benefits plans will be done after appropriate market surveys, solicitation of
41 proposals and advice, considering the recommendation of the District's broker of record and review and
42 consideration of the needs of the members of the Association. A joint committee, consisting of the
43 Executive Director of Human Resources or designee and three (3) appointments of the President of the
44 Association will conduct the necessary studies and will prepare recommendations for approval of the
45 membership of the Association by simple majority. Such action will take place no later than August 15
46 of each year. Sans such action, the District will prescribe the benefits program available to the
47 Association.
48

1 **Section 13.3.**

2 Substitute and BPAC employees not contracted per Section 8.3 shall not be eligible for District
3 contributions to approved plans, pursuant to Sections 13.1 through 13.2. They shall be included and
4 eligible to participate in the plans specified in Section 13.2 at their own expense, subject to the rules of the
5 insurance providers.
6

7 **Section 13.4. VEBA.**

8 Association members may vote as a unit each year on the VEBA options available by law. The
9 Association President will present the results of any such election annually to the Superintendent or
10 Superintendent's designee by November 15th of each year.
11
12
13

14 **ARTICLE XIV**

15 **PROFESSIONAL AND PERSONAL GROWTH TRAINING**
16

17 **Section 14.1.**

18 Employees attending training courses required by State regulations or the District as a condition of
19 continued employment will be paid by the District, at the employee's regular hourly rate of pay for all time
20 in attendance, plus any fee, tuition, and transportation costs. This shall include required AED, CPR and/or
21 First Aid Training.
22
23

24 **Section 14.2.**

25 Employees attending training courses or seminars requested by the employee and approved by the District
26 will suffer no loss of regular salary, if the course requires them to attend on their regular school
27 employment time, but no salary payment will be made for any time an employee would not have regularly
28 worked; however, expenses incurred for transportation and/or training course fees and tuition may be paid
29 by the PSE Staff Professional Growth Fund. Approval of the School District will be based upon value of
30 the training to the District and availability of funds.
31

32 **Section 14.3. PSE Staff Professional Growth Fund.**

33 The District will establish a fund in the amount of eleven thousand dollars (\$11,000). The fund's purpose
34 is to provide training and professional growth programs and courses that are designed to improve and
35 enhance the job skills of all classified employees related to their current job assignment within the
36 bargaining unit. In the event that the District's Maintenance and Operations has a double levy failure,
37 the District and the Association will meet regarding the maintenance of this section.
38

39 **Section 14.4. PSE Staff Professional Growth Fund Committee.**

40 The PSE Staff Professional Growth Fund will be administered by a PSE Staff Professional Growth
41 Committee. The Committee will be established and meet within thirty (30) days of the start of the
42 school year. The Committee will consist of seven (7) PSE classified employees; one (1) officer, two
43 (2) para-educators, four (4) at-large bargaining unit members, one (1) staff member of the District's
44 Finance Department and one (1) administrator selected by the District. The Committee will have the
45 responsibility to evaluate and approve or deny applications based on the merit of the proposal.
46 Members of the committee will develop criteria outlining the application process for funds to cover
47 costs of attendance at professional growth programs and courses.
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ARTICLE XV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 15.1.

Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing shall, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.

Section 15.2.

All employees subject to this Agreement who are not members of the Association on the effective date of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement.

Section 15.3.

As an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Association may pay to the Association each month a service fee as a contribution towards the administration of this Agreement in an amount no greater than regular monthly dues. This service fee shall be collected by the Association in the same manner as monthly dues.

Section 15.4.

The District shall notify all prospective new hires of the terms and conditions of this Article. A list of the new employees will be supplied the Association monthly upon request. Any employee who refuses to become a member of the Association in good standing, or pay the service charge in accordance with this Article, shall, at the option of the Association, be immediately discharged from employment by the District. The State Association shall be responsible to notify the District and the employee of its impending implementation of this Article.

Section 15.5.

Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount not to exceed normal dues to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 28B.52.045.

Section 15.6. Checkoff.

The District shall deduct PSE State and local chapter dues or service fees from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit State funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis. The District shall transmit local chapter dues to the chapter President on a monthly basis.

1 **Section 15.7. COPE Collective Bargaining Agreement Language.**

2
3 **Section 15.7.1. Political Action Committee.**

4 The District shall, with five (5) or more employees participating, upon receipt of a written
5 authorization form that conforms to legal requirements, deduct from the pay of such bargaining
6 unit employee the amount of contribution the employee voluntarily chooses for deduction for
7 political purposes and shall transmit the same to the Union on a check separate from the Union
8 dues transmittal check. Section 15.7.2. (hold harmless language) of the Collective Bargaining
9 Agreement shall apply to these deductions.
10

11 **Section 15.7.2. Hold Harmless.**

12 The Union will indemnify, defend, and hold the District harmless against any claims made, and
13 any suit instituted against the District on account of any check-off of Union dues (Section 15.6.) or
14 requirement that employees pay membership or representation fees to the Union or a charitable
15 organization as a condition of employment (Section 15.5).
16

17 **Section 15.7.2.1.**

18 The Association will indemnify, defend and hold the District harmless against any claims,
19 suits, orders, and/or judgments against the District on account of any check-off of
20 Association dues.
21

22 **Section 15.7.3. Check-Off.**

23 The District shall deduct PSE dues or service charges from the pay of any employee who
24 authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all
25 such funds deducted to the treasurer of the Public School Employees of Washington on a monthly
26 basis.
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28
29

30 **ARTICLE XVI**

31 **GRIEVANCE PROCEDURE**

32
33
34 **Section 16.1.**

35 The purpose of this procedure is to provide for an orderly method of resolving grievances or complaints
36 arising between the District and its employees within the bargaining unit defined in Article I herein with
37 respect to matters dealing with the interpretation or application of the terms and conditions of this
38 Agreement shall be resolved in strict compliance with this Article. Time limits under unusual
39 circumstances may be extended by mutual consent. Employees have the right to Association
40 representation at all times during this procedure. Employees have the right to forego Association
41 representation in this procedure and at anytime during the process may choose to withdraw their
42 grievance.
43

44 **Section 16.1.1**

45 All grievances not brought to the immediate supervisor in accordance with this Section within
46 thirty (30) days of the date when the employee could have reasonably been expected to have
47 become aware of the action being grieved, shall be invalid and subject to no further processing.
48

Section 16.2. Grievance Steps Outline, Followed by Narrative.

Step 1: Zero to thirty (0-30) days of the occurrence-verbal statement- Supervisor discussion (See 16.2.1)

1. If resolved – the grievance stops here
2. If unresolved – continue to Step II

Step II: Fifteen (15) days from Step I – Employee submits written grievance statement and meets with the Executive Director of Human Resources (See 16.2.2)

- If resolved – grievance stops here
If unresolved - continue to Step III

Step III: Ten (10) days from Step II. Superintendant hearing. (See 16.2.3)

- If resolved – grievance stops here
If unresolved - continue to Step IV

Step IV: Fifteen (15) days from Step III. Association meets to Validate Grievance. (See 16.2.4)

1. If the grievance is validated – continue to Step V
2. If the grievance is not validated – Grievant may appeal to the PSE State Grievance Panel (see Section 16.2.4.1)

Step V. Arbitration (See 16.2.5)

Section 16.2.1. STEP I – Informal Meeting with Site/Immediate Supervisor.

The employee shall first discuss the grievance with the immediate supervisor or appropriate administrator who has the authority to adjust the grievance. If the employee so wishes, they may be accompanied by an Association representative at such discussion. The employee must inform the supervisor or administrator that they are meeting to discuss a potential grievance and discuss the facts on which the grievance is based, the portions of the Agreement allegedly violated and the remedy sought. The supervisor shall respond formally or informally within (10) days of the informal meeting.

Section 16.2.2. STEP II – Reduce to Writing and Meet with the Executive Director of Human Resources.

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall, within fifteen (15) days of the supervisor's Step I response, reduce to writing and submit to the Executive Director of Human Resources a statement of the grievance containing the following:

1. The facts on which the grievance is based;
2. A reference to the provisions in this Agreement which have been allegedly violated; and
3. The remedy sought.

1 The Executive Director of Human Resources shall schedule a meeting to discuss the grievance
2 within ten (10) days of having received the written statement of grievance. Following this
3 meeting, the Executive Director of Human Resources will issue a decision within ten (10) days.
4 If an agreeable disposition is made, all parties to the grievance shall sign it. If a settlement was
5 not reached, the grievance will move to Step III.

6
7 **Section 16.2.3. STEP III – Superintendent or Designee Grievance Hearing.**

8 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
9 subsection, the employee shall, within then (10) days of receiving the decision from the
10 Executive Director of Human Resources, submit the written statement of grievance to the
11 Superintendent. The Superintendent will have ten (10) days from receipt of the written
12 statement of grievance to schedule a hearing on the grievance. Following the hearing, the
13 Superintendent or designee shall issue a decision within ten (10) days. If an agreeable
14 disposition is made, all parties to the grievance shall sign it. If a settlement was not reached, the
15 grievance will move to Step IV.

16
17 **Section 16.2.4. STEP IV – Association Meets to Validate Grievance.**

18 If no settlement has been reached in Step III, the Association has fifteen (15) days following the
19 Superintendent's or designee's decision to meet to validate the grievance. If the Association
20 believes the grievance to be valid, a written statement of grievance shall be submitted within
21 fifteen (15) working days to the Superintendent. If the Association does not validate the
22 grievance, the Grievant has the right to appeal to the PSE State Office Grievance Panel for
23 resolution.

24
25 **Section 16.2.4.1.**

26 If the Association does not validate the grievance per Step IV, and the Grievant chooses
27 to appeal to the PSE State Office Grievance Panel, the employee must notify the
28 Superintendent or designee within fifteen (15) days of the Association's Step IV
29 meeting of their intent to appeal.

30
31 **Section 16.2.5. STEP V – Arbitration.**

32 If no settlement has been reached within the fifteen (15) days referred to in the preceding
33 subsection, the Association may demand arbitration of the grievance. In the event an arbiter
34 cannot be agreed upon, the parties shall jointly request the American Arbitration Service to
35 submit a panel of seven (7) arbiters. Such request shall state the general nature of the case and
36 ask the nominees be qualified to handle the type of case involved. When notification of the
37 names of the seven (7) arbiters is received, the parties in turn shall have the right to delete a
38 name from the panel until only one (1) name remains. The remaining person shall be the
39 arbiter. The right to delete the first name from the panel shall be determined by lot. The
40 process shall be completed within five (5) days of receipt of the list.

41
42 **Section 16.2.5.1.**

43 Arbitration proceedings shall be in accordance with the following:

- 44
45 1. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall
46 be empowered to request such data as the arbiter deems pertinent to the grievance and
47 shall render a decision in writing to both parties within twenty (20) days (unless
48 mutually extended) of the completion of the hearings.

2. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties.
3. The arbiter shall rule on the basis of information presented in the hearing and on the basis of the arguments and contentions of the parties as set forth in any Pre or Post Hearing briefs, and shall refuse to receive any evidence after the hearing except by mutual agreement.
4. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be pertinent to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Such arguments of the parties, whether oral or written, shall be pertinent to and directed at the matters set forth in the grievance.
5. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
6. The costs for the services of the arbiter, if any, including per diem expenses, travel and subsistence expenses, and the cost of any hearing room, will be borne by the losing party to the arbitration. All other costs will be borne by the party incurring them.
7. The total costs of the stenographic record (if requested) will be paid by the party requesting it.

Section 16.2.6. Agreement Not To Be Altered.

In arriving at any settlement or decision under the provisions of this Article, the arbitrator does not have the authority to alter this Agreement in whole or in any part or to add to or delete from any of its provisions.

ARTICLE XVII

TRANSFER OF PREVIOUS EXPERIENCE

Section 17.1.

Any new hire subject to this Agreement shall receive longevity credit for employment experience in any other Washington Public School District in accordance with the terms of RCW 28A.400.300. Refer to Section 11.1.

Section 17.1.1.

Newly hired employees may petition the District for longevity credit based upon employment outside of Washington public schools. New employees must request such credit and provide documentation from previous employers demonstrating relevant experience within sixty (60) days of hire. Upon review of the documentation and understanding the nature of the experience the District may elect to allow full or partial longevity credit. Appeals may be addressed to the Superintendent, whose decision shall be final and binding. Decisions shall not be subject to the grievance procedure.

1 **Section 17.2.**

2 The longevity credit so transferred shall be applicable to all benefits herein including Schedule A, except
3 the seniority provisions.
4
5

6
7 **ARTICLE XVIII**

8
9 **SALARIES AND EMPLOYEE COMPENSATION**
10

11 **Section 18.1.**

12 Employees shall be compensated in accordance with the provisions of this Agreement for all approved
13 hours worked.
14

15 **Section 18.1.1.**

16 Employees may volunteer their time and talents on behalf of pre-identified, non-District
17 organizations whose activities may take place on District property or that may utilize District
18 equipment, provided that such volunteer activity does not replace a work assignment for which
19 pay has historically been made by the District and that there has been no request or coercion by
20 District supervisory personnel. In the event the District received any compensation for labor costs
21 for use of District property, any work performed by a member of this bargaining unit shall be
22 assigned and compensated in accordance with Article XI and Schedule A. Any volunteer
23 activities performed by members of this bargaining unit in accordance with this Section will be
24 based entirely on the decision of the individual employee.
25

26 **Section 18.2.**

27 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
28 Schedule A attached hereto and by this reference incorporated herein.
29

30 **Section 18.2.1.**

31 It is the intent of the District to obligate funds for salaries and compensation that do not exceed the
32 amount authorized by the State and which utilize the amount provided by State for salaries in State
33 funded programs. Hourly rates for employees in non-State funded programs shall not be different
34 from employees in State-funded programs because of the source of funding. If payment of the
35 salaries provided by Schedule A included in this Agreement exceed the amount authorized, the
36 District shall reduce the salaries by a constant amount per hour sufficient to bring the District into
37 compliance. If payment is less than the amount funded, rates shall be increased by an amount
38 sufficient to utilize the entire amount funded.
39

40 Effective September 1, 2015, all wages on Schedule A for school year 2015-2016 shall be
41 enhanced by no less than 2.0% or the state flow-through, whichever is greater. Effective
42 September 1, 2016, all wages on Schedule A for school year 2016-2017 shall be enhanced by no
43 less than 2.0% or state flow-through, whichever is greater. Effective September 1, 2017, all
44 wages on Schedule A for the school year 2017-2018 shall be enhanced by no less than 2.0% or
45 state flow-through, whichever is greater. It is further agreed, by the Association and the
46 District that only state flow-through wage enhancements will be in effect in any year impacted
47 by a double maintenance and operations levy failure.
48

The District and the Association agree to two (2) contract reopeners each for nonmonetary and monetary (not including Schedule A) issues for the 2016-2017 and 2017-2018 school years.

Section 18.2.2.

Members of the bargaining unit who volunteer and are appointed to coach or advise student activities shall be paid the stipend which would be paid to a certificated employee in that assignment.

Section 18.2.3.

Employees who volunteer for student supervision or similar activities shall be paid a flat rate of thirty dollars (\$30.00) for each occurrence.

Section 18.2.4.

Employees who teach adult education classes shall be paid the established rate for such instruction.

Section 18.2.5.

Classified substitute employees shall receive ninety percent (90%) of the applicable hourly Step 1 wage on Schedule A of this Agreement. Any person who has substituted for more than thirty (30) consecutive workdays in the same position shall receive Step 1 wages on Schedule A for that category, beginning with the thirty first (31st) consecutive workday.

Section 18.3.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XIX, Section 19.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 18.4.

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement, if possible, and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XIX, Section 19.3, such retroactive pay shall be paid on the first regular payday following agreement on such schedule, if possible, and in any case not later than the second regular payday.

Section 18.5.

Incremental steps, where applicable, shall take effect on the first day of the month in which an employee completes one year of service.

Section 18.6.

Any employee who changes job positions or classifications shall receive full longevity credit regarding step placement on Schedule A.

Section 18.7.

For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter ($\frac{1}{4}$) hour except in the instance of bus drivers.

1 **Section 18.8.**

2 Any employee required to travel from one site to another in a private vehicle during working hours shall
3 be reimbursed for such travel on a per mile basis at the federally recognized rate, or the amount
4 approved for payment to the State employees, whichever is greater. When a school car is available,
5 employees who opt to use their own vehicle shall receive the rate paid to State employees as set forth by
6 the Superintendent of Public Instruction.

7
8 **Section 18.9.**

9 Employees required to remain overnight on District business shall be reimbursed for lodging plus twenty-
10 four dollars (\$24.00) per diem for meals in accordance with District policy.

11
12 **Section 18.10.**

13 One pair of clean overalls per week shall be furnished by the District to all mechanic employees.

14
15 **Section 18.10.1.**

16 A clothing allowance of three hundred dollars (\$300.00) per year for work shirts, pants, coats, etc.
17 will be provided to all maintenance employees by the District. The District may, at its own
18 discretion, apply a clothing allowance to other District employees as needed. District clothing
19 shall have the Arlington School District logo and employee name on all.

20
21 **Section 18.10.2.**

22 A tool allowance of three hundred dollars (\$300.00) per year for Mechanics and Preventative
23 Maintenance Technicians will be allowed as approved by the Supervisor of Transportation.

24
25 **Section 18.11.**

26 District-owned rain gear shall be available, as required, for all personnel working outside during inclement
27 weather.

28
29 **Section 18.12.**

30 The District shall pay for one-half the cost of optional District uniforms. The District shall pay all of the
31 cost of required District uniforms or other required clothing.

32
33 **Section 18.13.**

34 The District shall have the right to require physical examinations as prescribed by State law. The District
35 shall designate a physician(s) to perform the physical examination and shall pay the full cost of such
36 exam. All physical exams shall be performed by District physician(s) except that after one (1) year of
37 employment an employee shall have the right to select his/her personal physician, subject to the District
38 paying no more than one-half (1/2) of such cost or the amount which would have been paid to the
39 District's physician(s) for an examination, whichever is less.

40
41 **Section 18.14.**

42 No employee may be required to perform an asbestos-related duty.

43
44 **Section 18.15. Request for Position Review.**

45 When an employee believes the essential duties and responsibilities of their job have changed to such a
46 degree that their current responsibilities are no longer commensurate with their current job
47 classification/description, the employee may request to have their job be evaluated to determine
48 whether or not their job should be reclassified as another position on Schedule A. An employee, a

group of employees, or the Association may initiate an official request for reclassification. A review is available through the Position Review Committee. This committee shall be comprised of the following individuals:

- Executive Director of Human Resources
- Two (2) District Administrative appointees
- PSE President or designee
- Two (2) PSE appointees

Prior to submitting a request for position review, the employee must first meet with their direct supervisor to discuss their job assignment, duties and responsibilities as it relates to the review of the position. If not resolved with the immediate supervisor, the employee may submit the Position Review Request Form to the Executive Director of Human Resources.

Section 18.15.1

When a Position Review Request Form is received, the Executive Director of Human Resources will notify the employee(s), the employee's immediate supervisor(s) and the President of the Association. Forms must be submitted no later than February 1st. Employees will be notified of the results of the decision not later than March 30th.

The Executive of Human Resources will convene one (1) or more meetings of the Committee beginning no later than March 1st to review all requests for that school year. The Committee will jointly consider the following:

- a. Current job descriptions for positions under review.
- b. Interview requesting employee, group of employees as applicable.
- c. Interview the immediate supervisor(s) and/or administrator as applicable.
- d. Consideration will be made regarding the impact on the bargaining unit.

Section 18.15.2.

A two-thirds (2/3) majority vote of the Committee is required in order to implement a change. In the case of a vote less than two-thirds (2/3) of the Committee, the final decision will be made by the Executive Director of Human Resources. The decision of the Committee or the Executive Director of Human Resources, as applicable, is final and not subject to the grievance procedure. Human Resources will notify the requesting employee(s) of the Committee's decision no later than March 30th.

Section 18.15.3.

Decisions that result in a higher level of compensation on Schedule A shall be reflected in the next regular payday and in any case not later than the second regular payday. The employee may be eligible for retroactive pay based upon the information presented. In no case will retroactive pay be paid for work completed prior to September 1st of the current school year.

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ARTICLE XIX

TERM AND SEPARABILITY OF PROVISIONS

Section 19.1.

The term of this Agreement shall be September 1, 2015 to August 31, 2018.

Section 19.2.

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

Section 19.3.

This Agreement, except as otherwise stated, may be reopened and modified at any time during its term upon written mutual consent of the parties. Such notification shall be in writing and shall include those sections of the Agreement intended for negotiation.

Section 19.4.

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

Section 19.5.

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

Section 19.6.

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 19.3.

ARTICLE XX

APPRENTICESHIP

Section 20.1.

All employees enrolled as apprentices by the Washington Public School Classified Employees Joint Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of this Agreement; except that the (WPSCEJATC) shall have jurisdiction to insure that apprentices successfully complete all requirements of the program as approved and registered with the Washington State Apprenticeship and Training Council.

Section 20.1.1.

In the event an apprentice is deemed unsuccessful by the Local JATC in completing any or all parts of the approved standards, such apprentice waives contractual recourse through the grievance procedure, Article XVI.

1 **Section 20.1.2.**

2 The maximum ratio of apprentice to journey level employees shall be one-to-one. If, at any given
3 time, those requesting apprentice status exceeds the one-to-one ratio, employees shall be selected
4 based upon seniority.

5
6 **Section 20.2.**

7 Employees enrolled as apprentices shall receive the paraeducator rate of pay for their positions, as
8 specified on Schedule A.

9
10 **Section 20.2.1.**

11 Upon successful completion of apprenticeship standards and recognition by the WPSCEJATC of
12 journey status, the journey person shall receive the paraeducator Journey rate of pay which shall
13 be equal to seventy-five percent (75%) of the average rate for completion received by assistants in
14 the local area.

15
16 **Section 20.3.**

17 Employees shall be responsible for tuition costs associated with college credits and for required books and
18 materials.

19
20 **Section 20.4.**

21 Participation in the apprenticeship program shall be completely voluntary for all paraeducators.

22
23 **Section 20.5.**

24 Persons employed on the effective date of this Agreement may apply for the apprenticeship program at
25 any time new enrollees are accepted. Applications will be accepted annually prior to October 1st.

26
27 **Section 20.6.**

28 This Article may be reopened at any time upon mutual agreement of the parties or as new classifications
29 are proposed by the Local JATC for journey level status.

30
31 **Section 20.7. Professional Standards Program.**

32 The District recognizes the Professional Standards Certificate as issued by the National Association of
33 Educational Office Professionals with provisions beyond the monthly salary schedule as identified in
34 Addendum No. 1 to Schedule A-1. Such payment shall begin with the paycheck following confirmation
35 of the award/degree and submission of such confirmation to the Superintendent.

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7 **SIGNATURE PAGE**
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13 PUBLIC SCHOOL EMPLOYEES
14 OF WASHINGTON/SEIU Local 1948

15
16 ARLINGTON CHAPTER

ARLINGTON SCHOOL DISTRICT #16

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19
20 BY: signed by
21 Deann Vanwinkle, Chapter President

BY: signed by
Kristine McDuffy, Superintendent

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25 DATE: October 30, 2015

DATE: October 30, 2015
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ARLINGTON PUBLIC SCHOOLS					VACATION FACTOR			
PSE SCHEDULE A - 2015-2016					0 TO 4	5 TO 9	10 TO 19	20+
	STEP 1	STEP II	STEP III	STEP IV	STEP 1	STEP II	STEP III	STEP IV
Custodial Classification								
Custodian	19.06	20.83	21.28	21.68	0.77	1.26	1.72	2.17
Custodian, Swing shift	19.51	21.33	21.77	22.18	0.79	1.29	1.76	2.22
Custodian/Courier/Warehouse Delivery	19.51	21.33	21.77	22.18	0.79	1.29	1.76	2.22
Custodian/Courier/Warehouse Delivery- Swing Shift	20.00	21.86	22.30	22.71	0.81	1.32	1.80	2.27
Custodial/Grounds Maintenance	21.19	23.04	23.49	23.90	0.85	1.40	1.89	2.39
Lead Custodian, Swing Shift, AHS	20.82	22.62	23.07	23.47	0.84	1.37	1.86	2.35
Food Service Classification								
Child Nutrition Delivery Driver	17.28	19.04	19.55	20.01	0.70	1.15	1.58	2.00
Cook/Baker	17.24	18.82	19.28	19.69	0.69	1.14	1.55	1.97
Food Service Kitchen Lead	15.85	17.47	17.93	18.35	0.64	1.06	1.45	1.84
Food Service Worker	15.22	16.77	17.21	17.62	0.61	1.02	1.39	1.76
Lead Cook/Baker	18.72	20.34	20.81	21.20	0.75	1.23	1.68	2.12
Grounds Classification								
Grounds	20.91	22.56	23.02	23.48	0.84	1.37	1.86	2.35
Grounds, Trash Truck Driver	20.91	22.56	23.02	23.48	0.84	1.37	1.86	2.35
Individual Classification								
Attendance Officer	19.16	20.93	21.39	21.79	0.77	1.27	1.73	2.18
Attendance Specialist	20.95	22.87	23.33	23.74	0.84	1.39	1.88	2.37
BPAC House Manager	16.07	16.71	17.04	17.39	0.65	1.01	1.37	1.74
BPAC Lighting Technician	16.07	16.71	17.04	17.39	0.65	1.01	1.37	1.74
BPAC Sound Technician	16.07	16.71	17.04	17.39	0.65	1.01	1.37	1.74
BPAC Stage Crew	10.62	11.05	11.27	11.50	0.43	0.67	0.91	1.15
BPAC Stage Manager	16.07	16.71	17.04	17.39	0.65	1.01	1.37	1.74
BPAC Ticket Seller	16.07	16.71	17.04	17.39	0.65	1.01	1.37	1.74
BPAC Usher	9.81	10.14	10.34	10.55	0.40	0.61	0.83	1.05
Child Care Director	19.84	21.65	22.11	22.51	0.80	1.31	1.78	2.25
Community Leadership Team Spvsr (Grant)	18.48	19.46	19.91	20.32	0.75	1.18	1.61	2.03
ECEAP Educator/Family Serv Coord: AA Degree	20.95	22.87	23.33	23.74	0.84	1.39	1.88	2.37
ECEAP Educator/Family Serv Coord: BA Degree	25.34	27.64	28.10	28.50	1.02	1.68	2.27	2.85
ECEAP Educator/Family Serv Coord: MA Degree	26.18	28.59	29.03	29.44	1.06	1.73	2.34	2.94
Employment Specialist (Grant)	23.44	26.02	26.49	26.89	0.95	1.58	2.14	2.69
Facility Monitor	17.35	17.78	18.21	18.64	0.70	1.08	1.47	1.86
Hearing Impaired/Interpreter Tutor/Brailist	19.17	20.93	21.39	21.79	0.77	1.27	1.73	2.18
Intervention Specialist	30.76	33.61	34.05	34.46	1.24	2.04	2.75	3.45
Job Coach	19.17	20.16	20.62	21.03	0.77	1.22	1.66	2.10
Occupational/Physical Therapist	20.78	22.70	23.15	23.55	0.84	1.38	1.87	2.35
Seasonal Labor	12.45	13.54	14.00	14.39	0.50	0.82	1.13	1.44
School-to-work Coordinator	20.54	22.42	22.86	23.27	0.83	1.36	1.84	2.33
Speech Language Pathologist Assistant	20.78	22.70	23.15	23.55	0.84	1.38	1.87	2.35
Substance Abuse Specialist (Grant)	20.84	23.44	23.88	24.29	0.84	1.42	1.93	2.43
Work-based Learning Coordinator	20.54	22.42	22.86	23.27	0.83	1.36	1.84	2.33
Maintenance Classification								
Maintenance /Swing shift	23.49	24.80	25.25	25.65	0.95	1.50	2.04	2.56
Maintenance HVAC/Journey level	28.00	30.56	31.02	31.42	1.13	1.85	2.50	3.14
Maintenance Worker	22.32	24.36	24.82	25.22	0.90	1.48	2.00	2.52
Maintenance Worker/Journey level	27.77	30.35	30.80	31.21	1.12	1.84	2.48	3.12
Painter	16.08	17.66	18.12	18.52	0.65	1.07	1.46	1.85
Non-certificated Classification								
Non-Cert Instructor	20.95	22.87	23.33	23.74	0.84	1.39	1.88	2.37
Nurse Classification								
Health Room Assistant	18.39	19.94	22.47	24.95	0.74	1.21	1.81	2.50
Registered Nurse	28.98	31.56	34.37	37.12	1.17	1.91	2.77	3.71
School Nurse (Licensed LPN)	21.53	23.89	24.96	27.73	0.87	1.45	2.01	2.77
Paraeducator Classification								
Para Educator	16.80	18.27	18.74	19.15	0.68	1.11	1.51	1.91
Para Educator - Journey Level	17.33	18.95	19.39	19.80	0.70	1.15	1.56	1.98
Para Educator - Life Skills and Presidents Preschool	17.01	18.48	18.94	19.35	0.69	1.12	1.53	1.94
Para Educator - Special Needs	16.91	18.38	18.84	19.25	0.68	1.11	1.52	1.93
Para Educator Campus Monitor	16.80	18.27	18.74	19.15	0.68	1.11	1.51	1.91
Secretarial-Clerical Classification								
Administrative Assistant	21.39	23.37	23.85	24.28	0.86	1.42	1.92	2.43
Secretary I	20.16	21.62	22.06	22.51	0.81	1.31	1.78	2.25
Secretary II	19.16	20.93	21.39	21.79	0.77	1.27	1.73	2.18
Secretary III	18.19	19.84	20.31	20.71	0.73	1.20	1.64	2.07
Technology Classification								
Technology Technician	21.34	23.01	23.46	23.87	0.86	1.39	1.89	2.39
Technology Technician w/cert	25.87	26.79	27.33	27.89	1.04	1.62	2.20	2.79
Transportation Classification								
Bus Driver & Dvr/Trainer & Dvr/Dispatcher	20.96	22.84	23.29	23.70	0.85	1.38	1.88	2.37
Bus Driver/Trainer while training Only	21.81	23.68	24.14	24.54	0.88	1.44	1.95	2.45
Mechanic/Driver	24.79	26.88	27.33	27.74	1.00	1.63	2.20	2.77
Preventative Maint Tech	23.26	24.49	24.94	25.13	0.94	1.48	2.01	2.51

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ADDENDUM NO. 1

ARLINGTON SCHOOL DISTRICT

PROFESSIONAL STANDARDS PROGRAM

1. The District recognizes the Professional Standards Certificate as issued by the National Association of Educational Office Professionals with the following provisions beyond the monthly salary schedule:

Certificate Earned	Monthly Stipend
Basic	\$15.00
Associate Professional	\$15.00
Advanced I	\$15.00
Advanced II	\$15.00
Advanced III	\$18.00
Associate Degree	\$18.00
CEOE Option 1	\$25.00
Bachelor's Degree	\$27.50
Master's Degree	\$30.00

Such payment shall begin with the paycheck following confirmation of the award/degree and submission of such confirmation to the Superintendent.

2. All Food Service workers certified with the School Nutrition Association will receive a stipend of fifteen dollars (\$15.00) per month upon proof of certification.
3. Certified Maintenance HVAC Journey level workers will receive a stipend of fifteen dollars (\$15.00) per month upon proof of certification.

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, ARLINGTON CHAPTER AND THE ARLINGTON SCHOOL DISTRICT #16. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XIX, SECTION 19.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The following four (4) bargaining unit members beginning with the 2015-2016 school year will be reassigned. Said employees will transfer their seniority to the assigned classification based upon their hire dates with the district. Positions will meet or exceed the annual contracted hours listed below.

The District will assign duties to these members based upon each member's abilities, skills, training, education and/or certifications. An assignment may be in any classification for which the District deems a member is qualified, these include but are not limited to: their pay classification listed below, Paraeducator (all types), Secretary (all types), Admin Assistant, School to Work Coordinator, Job Coach, or Attendance Officer. The District will provide these members additional training as necessary to accomplish assigned tasks and duties. Trainings may be paid for using the PSE Staff Professional Growth Fund (Section 14.3). Assignments will be made such that each member will have the opportunity to work, and be compensated for, all listed contract hours. Job assignments and schedules may be changed during the school year.

The wage for all four (4) employees will be held frozen at their 2014-2015 Schedule A rate and step until such time as it is exceeded by the current Schedule A rate for their assigned position(s).

The positions of Speech Language Pathology Assistant (SLPA) and Non-Certified Instructor (Non-Cert) will remain on Schedule A.

If the district needs SLPA positions filled after the 2014-2015 school year, positions will be offered by seniority to the two (2) SLPA employees below for the hours needed on a current year basis. While working as a SLPA, employees will be paid the appropriate SLPA rate and step per Schedule A.

If the district needs Non-Cert positions filled after the 2014-2015 school year, positions will be offered by seniority to the two Non-Cert employees below for the hours needed on a current year basis for positions in which they are qualified for. While working as a Non-Cert, employees will be paid the appropriate Non-Cert rate and step per Schedule A.

Employee	2014-2015 Pay classification	Minimum Contracted Hours
Kristine Kolbeck	SLPA	1157 annual hours
Carrie Wilson	SLPA	1157 annual hours
Barbara Samples	Non-Cert	445 annual hours
Linda Elves	Non-Cert	1387.5 annual hours

1 This Memorandum of Understanding will become effective September 1, 2015, will remain in effect
2 until August 31, 2018 and shall be attached to the current collective bargaining agreement.
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5 PUBLIC SCHOOL EMPLOYEES
6 OF WASHINGTON/SEIU Local 1948
7

8 ARLINGTON CHAPTER
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ARLINGTON SCHOOL DISTRICT #16
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12 BY: _____ signed by _____
13 Deann Vanwinkle, Chapter President
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BY: _____ signed by _____
Kristine McDuffy, Superintendent
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17 DATE: _____ October 30, 2015
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DATE: _____ October 30, 2015

Letter of Agreement

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, ARLINGTON CHAPTER AND THE ARLINGTON SCHOOL DISTRICT #16. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XIX, SECTION 19.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties have agreed to the following:

The current bargaining unit work of two (2) hours done by the Facilities Secretary 3 will be included with the duties of the exempt Secretary to the Executive Director of Operations as listed in Section 1.4 of the Collective Bargaining Agreement. If the current incumbent, Katherine Rynning, has her hours increased from the current six (6) hours to eight (8) hours or she vacates the position, the Facilities Secretary 3 duties will return to the Bargaining Unit.

In exchange for agreement by PSE, the District is adding an additional six and one-half (6.5) hours of bargaining unit work at the District Office. Specifically, they are adding three and one-half (3.5) hours to the position of administrative assistant to teaching and learning and three (3) hours to the position of substitute caller to do secretarial duties for Human Resources.

This Letter of Agreement will become effective September 1, 2015, will remain in effect until August 31, 2018, and shall be attached to the current collective bargaining agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

ARLINGTON CHAPTER

ARLINGTON SCHOOL DISTRICT #16

BY: signed by
Deann Vanwinkle, Chapter President

BY: signed by
Kristine McDuffy, Superintendent

DATE: October 30, 2015

DATE: October 30, 2015

MEMORANDUM OF UNDERSTANDING
Insurance and Retirement Article XII

THIS MEMORANDUM OF UNDERSTANDING SETS FOR THE FOLLOWING AGREEMENT BETWEEN
PUBLIC SCHOOL EMPLOYEES OF ARLINGTON AND THE ARLINGTON SCHOOL DISTRICT #16.

The District and Association agree to the following provisions in order to make a good faith effort to comply with
2012 Washington Laws Ch. 3 (ESSB 5940).

1. The provisions of this Memorandum of Agreement (MOU) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provisions of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.
2. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:
 - (a) at least one qualified high-deductible health plan (HDHP) and health savings account (HSA);
 - (b) at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2012 state employee benefits year; and
 - (c) health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.The quotes procured by the broker shall be reviewed and the choice of plans offered shall be made using the same procedure for selecting health plans as was used in the 2014-15 school year.
3. To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be 2.5% of the coverage premium for the plan chosen by the employee. Such minimum monthly charge shall be paid regardless of the impact of pooling.
4. Employees who select the QHDHP may elect to contribute the remainder of their state benefit allocation generated by the employee's FTE to the HSA associated to the QHDHP. The employee may not use pooling dollars to fund the HSA. The employee may elect to contribute out of pocket dollars to fund the HSA up to the amount allowed by Federal law.
5. The parties shall abide by state laws relating to School District employee benefits, and this MOU shall be construed consistent with such laws.
6. This MOU shall be effective for the 2015-16 school year. The parties shall meet prior to May 1, 2016, to discuss whether to renew or amend this MOU for another year.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF ARLINGTON

ARLINGTON SCHOOL DISTRICT #16

BY: signed by
Deann Vanwinkle, Chapter President

BY: signed by
Kristine McDuffy, Superintendent

DATE: October 30, 2015

DATE: October 30, 2015



Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF ARLINGTON AND THE ARLINGTON SCHOOL DISTRICT #16.

During the negotiation of the 2015-2018 CBA, the parties agreed to add two new PSE job descriptions and to negotiate an appropriate wages for the positions for inclusion on Schedule A.

The parties agree that the wages for the positions of Child Nutrition Delivery Driver and Food Service Kitchen Lead shall be as follows for the 2015-2016 school year.

The parties further agree that these wages will be adjusted annually per Section 18.2.1 and included on Schedule A for the 2015-2016 school year.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Food Service Kitchen Lead	\$15.85	\$17.47	\$17.93	\$18.35
Child Nutrition Delivery Driver	\$17.28	\$19.04	\$19.55	\$20.01

The following employees will be assigned to these positions with pay retroactive to September 1, 2015:

Wilma Potter –	Food Service Kitchen Lead	Arlington High School
Melanie Smith –	Food Service Kitchen Lead	Eagle Creek Elementary
Carol Trippel –	Food Service Kitchen Lead	Haller Middle School
Edith Hass –	Food Service Kitchen Lead	Kent Prairie Elementary
Christine Botten –	Food Service Kitchen Lead	Pioneer Elementary
Cathy Gitchel –	Food Service Kitchen Lead	Post Middle School
Darcee Millican –	Child Nutrition Delivery Driver	- District Wide

This Memorandum of Understanding shall become effective September 1, 2015 and shall remain in effect until August 31, 2018, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

ARLINGTON CHAPTER

ARLINGTON SCHOOL DISTRICT #16

BY: signed by
Deann Vanwinkle, Chapter President

BY: signed by
Kristine McDuffy, Superintendent

DATE: October 30, 2015

DATE: October 30, 2015