

COLLECTIVE BARGAINING AGREEMENT BETWEEN

STEVENSON-CARSON SCHOOL DISTRICT #303

AND

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
STEVENSON-CARSON CHAPTER

SEPTEMBER 1, 2015 - AUGUST 31, 2017



Public School Employees of Washington/SEIU Local 1948
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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.

RECOGNITION AND COVERAGE OF AGREEMENT

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

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, secretary, or supervisor who supervises one-half or more of their workday necessarily imply a confidential relationship to the Board of Directors or superintendent of the District pursuant to RCW 41.56.030 (2).

The District will notify the chapter president of modification of a job description that affects hours, wages, working conditions.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: food service, secretarial, paraeducators, transportation, custodial-maintenance-grounds, and technical. Excluded: Three (3) FTE secretaries in the district office, transportation supervisor, building and grounds supervisor, food service supervisor, athletic director, and supervisors who spend one-half or more of their time in a supervisory capacity (see classified job titles for specified supervisors). Substitutes are not subject to the terms of this Agreement.

1 **Section 1.5. Definitions.**

2
3 **Regular Employee.** An employee filling a permanent or temporary position for two
4 hundred sixty (260) work days per year.
5

6 **Regular Part-Time Employee.** An employee filling a permanent, temporary, or substitute position
7 for more than thirty (30) but less than two hundred sixty (260) work
8 days per year.
9

10 **Temporary Employee.** A regular part-time employee who is hired to work in a temporary
11 position.
12

13 **Substitute Employee.** A regular part-time or casual employee who is hired to work in a
14 substitute position.
15

16 **Casual Employee.** An employee who works less than thirty (30) days per year. Casual
17 employees are not subject to the terms of this agreement.
18

19 **Permanent Position.** A permanent position is one created by the District that continues
20 into each subsequent school year.
21

22 **Temporary Position.** A temporary position is one created by the District for a period of
23 thirty (30) or more consecutive workdays up to a maximum period of
24 the remainder of the current school/fiscal year. Temporary positions
25 will be posted pursuant to Section 10.10. Temporary positions end
26 when the need for the position no longer exists or at the close of each
27 school/fiscal year. If a temporary position continues into the
28 subsequent school year, it will be reposted as a permanent position
29 and filled according to Section 10.10; except, temporary positions
30 created due to a leave of absence of an employee holding a
31 permanent position may continue into the following school/fiscal
32 year without being posted to permanent status.
33

34 **Substitute Position.** A substitute position is one created by the District for work on an
35 irregular, on-call basis to fill in when an employee holding a
36 permanent or temporary position is absent.
37

38 **Work Day** The term “work day” refers to a day when work is typically
39 performed in the District (Monday through Friday, excluding
40 holidays, school vacations, or school closure days), regardless of
41 whether any particular employee was at work or on leave on that day.
42 The term “days of work” is used to refer to days a particular
43 employee attended work.
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1 **Section 1.6.**

2 Employees occupying temporary positions are subject to all terms and conditions of this Agreement;
3 except, that employees filling temporary positions are not subject to layoff provisions or recall rights
4 under the layoff provision. At the end of the temporary position, if the employee is awarded a
5 permanent position within one (1) year, they will retain their seniority.

6
7 Temporary employees will be offered District medical insurance benefits under Article XII, only if the
8 temporary position continues through to the end of the current school year.

9
10 **Section 1.6.1.**

11 The temporary position must be posted as a four (4) or more hour per day and a minimum of
12 twenty (20) hours per week position in order to be eligible for District medical insurance.

13
14 **Section 1.6.2.**

15 When the temporary position concludes at the end of the school year, District medical
16 insurance benefits will continue through the month of September only, if the position generates
17 benefit funding. After that point, the COBRA law goes into effect. The employee shall have
18 access to extending medical coverage at his/her own expense under the terms of COBRA as
19 prescribed by law.

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23 **ARTICLE II**

24
25 **RIGHTS OF THE EMPLOYER**

26
27 **Section 2.1.**

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

37
38 **Section 2.2.**

39 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
40 District. In making rules and regulations relating to personnel policies, procedures and practices, and
41 matters of working conditions, the District shall give due regard and consideration to the rights of the
42 Association and the employees and to the obligations imposed by this Agreement.

ARTICLE III
RIGHTS OF EMPLOYEES

Section 3.1.

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

Section 3.2.

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

Section 3.3.

If an employee subject to this Agreement is asked to attend a meeting from which discipline might result or in which discipline might reasonably be expected to result, he/she has the right to have an Association representative present.

Section 3.4.

Each employee reserves and retains the right to delegate any right contained in this Agreement, exclusive of compensation for services rendered, to appropriate officials of the Association. Such delegation in grievance matters starts with the formal grievance.

Section 3.5.

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

Section 3.6. Medical Procedures.

Employees may be directed to perform medical procedures (e.g., administration of medication) to students only under the following conditions. In requiring these procedures, the District will comply with state statutes.

1. The employee has received standard training for the procedure involved from the District or another entity appointed by the District at least once per school year.
2. The District shall provide insurance to bargaining unit members as authorized by state statutes.

1 **Section 3.7.**

2 The District will provide a safe working environment and provide appropriate training for employees
3 to prevent injury and/or illness. Employees should report any suspected unsafe working situations to
4 their supervisors. Such employees will receive a written response in a timely fashion.
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8 **ARTICLE IV**

9
10 **RIGHTS OF THE ASSOCIATION**
11

12 **Section 4.1.**

13 The Association has the right and responsibility to represent the interests of all employees in the unit
14 concerning wages, hours and working conditions, to present its views to the District on such matters of
15 concern, either orally or in writing; to consult or to be consulted with respect to formulation,
16 development, and implementation of such matters; and to enter into collective negotiations with the
17 object of reaching an Agreement applicable to all employees within the bargaining unit.
18

19 **Section 4.2.**

20 The Association shall promptly be notified by the District of any grievances or written disciplinary
21 actions of any employee in the unit in accordance with the provisions of the Discharge and Grievance
22 Procedure articles contained herein. The Association is entitled to have an observer at hearings
23 conducted by any District official or body arising out of grievance and to make known the
24 Association's views concerning the case; PROVIDED THAT this right shall extend only to such
25 hearings that the employees would have a right to attend and do not encompass matters that the District
26 would normally be allowed to have closed discussions on and could normally exclude the employees
27 therefrom.
28

29 **Section 4.3.**

30 The District will provide orientation to new employees and inform them of their obligations under
31 Article XIV, Association Membership and Check-off. The Association president will be notified of all
32 new hires within ten (10) work days of their hire date. The Association will provide each new
33 employee with a copy of the current collective bargaining agreement.
34

35 **Section 4.4.**

36 The Association reserves and retains the right to delegate any right or responsibility contained herein
37 to appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State
38 Organization.
39

40 **Section 4.5.**

41 Two (2) designated representatives will be allowed time off without loss of pay to a maximum of two
42 (2) days per year to attend regional or state meetings when the purpose of those meetings is in the best
43 interests of the District as determined by the District Administration; provided there is no added cost to
44 the District.
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1 **Section 4.6.**

2 Upon request, the District shall provide Public School Employees of Washington/SEIU Local 1948
3 with current information regarding each employee in the bargaining unit. The information shall be
4 supplemented and revised monthly as changes occur on a form to be provided by the Association. A
5 copy of the form shall be attached to this Agreement.
6

7 **Section 4.7.**

8 Representatives of the Association shall have access to District premises during business hours
9 provided the intended business of the representatives does not in any way hamper or obstruct the
10 normal flow of work. If this procedure becomes problematic, the District may institute a consent
11 procedure.
12

13 **Section 4.8. Bulletin Boards.**

14 The District shall provide a bulletin board space in each school for the use of the Association. The
15 bulletins posted by the Association are the responsibility of the officials of the Association. Each
16 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
17 bulletins may not be posted. There shall be no other distribution or posting by employees or the
18 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District
19 property, other than herein provided.
20

21 **Section 4.8.1.**

22 The responsibility for the prompt removal of notices from the bulletin boards after they have
23 served their purpose shall rest with the individual who posted such notices.
24

25 **Section 4.9.**

26 The Association may designate a committee of two (2) Association members who may meet with the
27 superintendent of the District and/or the superintendent's representatives on a mutually agreeable
28 quarterly basis. Committee membership will depend upon the mutually agreed agenda. These
29 meetings shall not be construed as collective bargaining sessions.
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33 **ARTICLE V**

34 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

35 **Section 5.1.**

36 It is agreed and understood that matters appropriate for consultation and negotiation between the
37 District and the Association are personnel matters, including wages, hours and working conditions of
38 employees in the bargaining unit subject to this Agreement.
39
40
41

42 **Section 5.2.**

43 It is further agreed and understood that the District will consult with the Association, and meet with the
44 Association, at times mutually convenient to both parties and at the request of the Association, in the
45 formulation of any changes being considered in existing benefits or procedures relating to working
46 conditions.
47
48

1 **Section 5.3.**

2 It is further recognized that this Agreement does not alter the feasibility of either party to meet with the
3 other party to advise, discuss or consult regarding matters concerning working conditions not covered
4 by this Agreement.

5
6 **Section 5.4.**

7 The Association will, from time to time, as appropriate, be advised of any significant changes in
8 current and predicted workload information.
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10
11

12 **ARTICLE VI**

13 **ASSOCIATION REPRESENTATION**
14
15

16 **Section 6.1.**

17 The Association representatives shall represent the Association and employees in meeting with
18 officials of the District to discuss appropriate matters of mutual interest. They may receive and
19 investigate complaints or grievances of employees on District time and thereafter advise employees of
20 rights and procedures outlined in this Agreement and applicable regulations or directives for resolving
21 the grievances or complaints. They may not, however, continue to advise the employee on courses of
22 action after the employee has indicated a desire not to pursue a grievance. This does not, however,
23 preclude the Association's right to pursue the matter to conclusion.
24

25 **Section 6.1.1.**

26 Time during working hours will be allowed Association representatives for attendance at
27 meetings with the District. Time will also be allowed for representatives to discuss with the
28 individual employees involved in specific grievances and appropriate matters directly related to
29 work situations in their area or craft. Association representatives will guard against the use of
30 excess time in the handling of such matters.
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34 **ARTICLE VII**

35 **HOURS OF WORK AND OVERTIME**
36
37

38 **Section 7.1.**

39 The workweek shall consist of five (5) consecutive days, followed by two (2) consecutive days of rest.
40 However, the District may assign an employee to a workweek of any five (5) consecutive days which
41 are followed by two (2) consecutive days of rest.
42

43 **Section 7.1.1.**

44 In unusual circumstances, if it is necessary to revise an employee's normal weekly work
45 schedule, the District will attempt to arrange time off which allows two (2) consecutive days of
46 rest; provided, that the employee agrees to not having two (2) consecutive days of rest and the
47 provisions of Section 7.2 are met.
48

Section 7.2.

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of seven (7) days, provided that in situations deemed to be emergent by the superintendent, this provision shall be waived.

Section 7.3.

Each employee shall be assigned to a definite shift with designated times of beginning and ending. The first shift is defined as any work shift beginning between 5:00 a.m. and 11:59 a.m. The second shift is defined as any work shift beginning between 12:00 noon and 9:59 p.m.

Section 7.3.1.

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

Section 7.3.2.

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

Section 7.3.3.

Employees may choose to receive a fifteen (15) minute rest period for each four (4) hours worked. Employees working shifts that are longer than five (5) hours may receive a thirty (30) minute uninterrupted lunch period. Adjustments relative to the point that a rest period is taken may be made by mutual agreement.

Section 7.4.

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

Section 7.5.

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.

Section 7.6.

Employees requested to work a shift regularly filled by a higher classification employee shall receive wages equal to the wages of the higher classification, for the substitute employee's consecutive years of district experience, from the first full day of work at this higher classification.

In the event an employee works in a classification calling for a lower rate of pay, he shall be compensated at the rate established for the classification in which he/she is regularly assigned.

1 **Section 7.7.**

2 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
3 District will make every effort to notify each employee to refrain from coming to work. Employees
4 reporting to work shall receive a minimum of one (1) hour's pay at base rate in the event of such a
5 closure; provided, however, no employee shall be entitled to any such compensation in the event of
6 actual notification by the District of the closure prior to leaving home for work.

7
8 **Section 7.8.**

9 Recognizing that personnel in the transportation classification present special shift problems, the
10 parties agree that shifts shall be established in that classification in relation to routes and driving times
11 requisite to fulfilling tasks assigned by the supervisor of transportation; provided, however, that
12 employees in the transportation classification shall be entitled to the benefits of Section 7.4 to the same
13 degree as any other employee; and provided further that all bus drivers shall receive pay for one-half
14 ($\frac{1}{2}$) hour per day for the purpose of bus cleanup and bus warm-up in addition to actual hours of driving
15 time. All trips other than regular daily scheduled bus runs shall be compensated at the employee's base
16 hourly rate for the duration of the trip; provided, however, that bus drivers shall be subject to the
17 provisions relative to overtime hereinafter provided. If there are thirty (30) minutes or less between
18 assignments, the base hourly rate shall continue uninterrupted. Drivers shall receive a minimum of one
19 (1) hour's pay for each duty call. A duty call is defined as any work other than the normal work shift
20 and workday, noncontiguous with the normal work shift or workday.

21
22 **Section 7.8.1.**

23 The primary purpose of the transportation system is to provide "regular routes" to/from
24 home/school during regular school days. A secondary function of the transportation system is
25 to provide, as determined by the District, extra trips, which are all trips not included in the
26 "primary purpose" above. (This generally includes field trips and activity runs.) If agreeable to
27 the District, and if substitutes are available, a regular driver can take a field trip or activity run,
28 in accordance with the rotating process stated below. The standard procedure for allocating
29 field trips and activity runs will be as follows: All drivers will be available for field trips or
30 activity runs; provided; that drivers of special education routes shall not be considered available
31 if the field trip or activity run conflicts with their regular route. When regular route drivers are
32 used it will be on a rotating seniority basis. If there are no available regular route drivers, the
33 work may then be offered to substitute drivers. No employee shall put the District in an
34 overtime [more than forty (40) hours a week] situation unless prior consent is given by the
35 District.

36
37 **Section 7.8.1.1. Overnight Trips.**

38 Drivers on overnight trips will be paid eight (8) hours per day at their regular hourly
39 rate. Drivers on overnight trips will be provided accommodations that allow drivers to
40 have an uninterrupted sleep period.

41
42 **Section 7.8.1.2. Routes.**

43 A regular route is defined as any segment or group of segments serving schools on a
44 home-to-school or school-to-home basis. Extra curricular and field trips are defined as
45 those runs which occur outside regular routes and transport students between school and
46 other locations for classroom activities. Additional program assignments that extend
47 through the school year will be bid separately from the a.m./p.m. regular run, but may
48 be bid in blocks per driver's Agreement.

1 **Section 7.8.1.3. Extra Trips.**

2 Extra trips are defined as, but not limited to, curricular, extra-curricular, or athletic trips
3 non-contiguous with the a.m. and p.m. route. If agreeable to the District and if
4 substitutes are available, a regular driver can take a field trip or activity run, in
5 accordance with the rotating process stated below. The standard procedure for
6 allocating field trips and activity runs are listed in Section 7.8.1.

7
8 If a regular route driver is bypassed for an extra trip as a result of the District's failure to
9 follow extra trip assignment procedures, the bypassed driver will be offered the next
10 available extra trip.

11
12 [NOTE: A subcommittee of transportation employees and the transportation supervisor
13 will meet to discuss improvements to the extra trip rotation schedule, with District
14 members to be designated by the District and PSE members to be selected by PSE. Any
15 agreement will be submitted as a Memorandum of Understanding for consideration by
16 PSE and the District.]

17
18 **Section 7.8.1.3.1.**

19 When a scheduled bus for an extra trip is cancelled and replaced with the use of
20 an alternate vehicle and driver, the driver originally assigned to the extra trip
21 will be offered the next available extra trip.

22
23 **Section 7.8.2.**

24 All bus routes will be posted for bid prior to the first day of school. All bus routes shall be
25 awarded by seniority per Article X, Section 10.7.

26
27 **Section 7.9. Overtime.**

28 In the assignment of overtime the District agrees to provide the employee with as much advance notice
29 as practicable in the circumstances. The District will attempt to assign overtime to the employees on
30 an equal basis or as nearly equal as practicable.

31
32 **Section 7.9.1.**

33 District agrees to pay overtime at the rate of one and one-half (1½) times the employee's base
34 hourly rate of pay for all hours worked over forty (40) hours per week for all employees;
35 provided that an employee's normal work week and/or work shift shall not be shortened to
36 avoid overtime payment without the mutual agreement of the affected employee.

37
38 **Section 7.9.1.1.**

39 Overtime pay will be compensated no later than the second payday following the
40 overtime period.

41
42 **Section 7.9.1.2.**

43 An employee may, at his/her option, request compensatory time off, in lieu of overtime
44 compensation or payment for hours which they are requested by the District
45 superintendent, or his/her designee, to work beyond the employee's normal work shift.
46 Compensatory time, if granted by the District, may be accrued up to no more than three
47 (3) days per year; provided, however, that records shall be maintained and there must be
48 a reasonable expectation that the employee will be provided an opportunity to expend

the accrued time during that fiscal year. 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 at the rate of one and one-half (1½) hours for each hour worked. Compensatory time in lieu of extra hours that do not exceed forty (40) hours for the week shall be accrued at the rate of one (1) hour for each hour worked.

Section 7.9.2.

Call back outside the normal working hours will be for a minimum of two (2) hours pay at the appropriate rate as defined in this Agreement. Employees called back outside the normal workweek shall be paid one and one-half (1½) their normal base rate for hours worked, unless otherwise specified in this Agreement.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

Full-time employees: (Those who work 2,080 hours per year.)

- | | |
|---------------------------|----------------------------|
| 1. New Year's Eve Day | 8. Veterans' Day |
| 2. New Year's Day | 9. Thanksgiving Day |
| 3. Martin Luther King Day | 10. Day after Thanksgiving |
| 4. Presidents' Day | 11. Day before Christmas |
| 5. Memorial Day | 12. Christmas Day |
| 6. Independence Day | 13. Day after Christmas |
| 7. Labor Day | |

Part-year employees: (Those who work less than 2,080 hours per year.)

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

Section 8.1.1. Unworked Holidays.

Eligible employees (as defined in Section 8.1) shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday as defined above and have worked or been compensated on the employee's last scheduled workday preceding the holiday and on the employee's first scheduled workday succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday.

Section 8.1.2. Worked Holidays.

Eligible full-time employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus time and one-half their base rate for all hours worked on such holidays, subject to advance approval by the supervisor or building principal.

Section 8.1.3. 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 8.2. Vacations.

All employees subject to this Agreement shall be credited with days of vacation credits based on whether they are full-time employees (at least 2,080 hours annually) or part-time employees (less than 2,080 hours annually) during the period September 1 to August 31. Such vacation credit shall be earned, vested, and used as designated in this Article.

Section 8.2.1.

The vacation credit to which an employee shall be entitled shall be computed in accordance with the following rules:

Section 8.2.1.1.

A full-time employee will be credited with vacations in the following manner.

After 1 Year through 5 Years	12 Days
After 6 Years	13 Days
After 7 Years	14 Days
After 8 Years	15 Days
After 9 Years	16 Days
After 10 Years	17 Days
After 15 Years	18 Days
After 20 Years	20 Days

Section 8.2.1.2. Part-Time Employees.

A part-time employee is defined as an employee who does not get the designation of a full-time employee. All part-time employees shall earn vacation in the following manner: Number of hours worked during the year prorated in relation to 2,080 hours, times the equivalent full-time employee's vacation benefit. For example: An employee who worked 1,040 hours would receive exactly one-half the benefits for vacation earned that an equivalent full-time employee would receive.

After 1 Year through 5 Years	12 Days
After 6 Years	13 Days
After 7 Years	14 Days
After 8 Years	15 Days
After 9 Years	16 Days
After 10 Years	17 Days

1 **Section 8.2.1.3.**

2 In computing the total vacation credit for part-time personnel, part of an hour will be
3 disregarded if less than one-half (½) hour; otherwise it will be counted as a full hour.
4

5 **Section 8.2.1.4.**

6 All hours worked will be counted in the computation of vacation credit for eligible part-
7 time personnel.
8

9 **Section 8.2.1.5.**

10 Personnel who are laid off or on authorized leave of absence will, upon returning to
11 their former employment status with the District retain their former vacation time
12 eligibility. No vacation time credit will accrue during their layoff or leave of absence.
13 Employees on layoff for more than two (2) calendar years will lose all former vacation
14 eligibility.
15

16 **Section 8.2.1.6.**

17 All employees shall use their vacation time currently due or lose the same at the end of
18 the fiscal year, unless a one-year carryover of not more than five (5) days is mutually
19 agreed to by the District and the employee. No employee shall lose vacation that was
20 requested in writing; provided the District has not suggested a vacation time that would
21 be available.
22

23 **Section 8.2.1.7.**

24 Employees who work less than twelve (12) months per year may receive payment for
25 unused accrued vacation with their July paycheck. Full-time employees may receive
26 payment for unused accrued vacation with their September paycheck. Any employee
27 who is discharged or who terminates employment shall receive payment for unused
28 accrued vacation credit at the next regularly scheduled pay period.
29

30 **Section 8.2.1.8.**

31 It is agreed that no vacation will be taken one week prior to the start of school, unless
32 special permission is granted by the superintendent prior to the proposed vacation.
33 Twelve (12) month employees may take a maximum of three (3) vacation days when
34 school is in regular session, unless special permission is granted by the superintendent
35 prior to the proposed vacation. The District may assign maintenance employees to
36 cover for custodial employees when school is in regular session (to avoid the cost of
37 employing substitutes). Less than twelve (12) month employees may not take vacation
38 on the days when school is in regular session, unless special permission is granted by
39 the superintendent prior to the proposed vacation. Each employee shall designate in
40 writing their preference for vacation time. If the nature of the work makes it necessary
41 to limit the number of employees on vacation at the same time, the employee with the
42 greatest seniority will be given his/her choice of vacation period in the event of conflict.
43 All vacation time shall be by written request to the immediate supervisor for approval
44 prior to the time such vacation is to be taken. If no response is received by the
45 employee from the supervisor within five (5) work days, the request may be made
46 directly to the superintendent or his/her designee. A response will be provided within
47 five (5) work days.
48

1 **Section 8.2.1.9.**

2 New employees who start work during the school year shall be eligible for prorated paid
3 vacation during the following summer. The hire date, as established in the seniority
4 section of the contract, shall be used in determining prorated vacation for employees.
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8 **ARTICLE IX**

9
10 **LEAVES**

11
12 **Section 9.1. Sick Leave.**

13
14 **Section 9.1.1.**

15 Sick leave is defined as days of absence from duty because of personal sickness or injury and
16 for which no deduction is made in compensation of the employee. After an illness of five (5)
17 consecutive days, employees may be required to present a doctor's statement attesting to the
18 illness or injury necessitating the employee's continued absence. At any time a doctor's
19 statement may be required by the Personnel Office. Sick and injury leave may be taken to the
20 full amount of accumulation. Sick leave shall be cumulative up to a total of one hundred eighty
21 (180) days. Employees under a school-year contract shall be allowed sick/injury leave at the
22 rate of ten (10) days per school year. Employees on a twelve (12) month work contract shall be
23 allowed such leave at the rate of one (1) day per month of employment. Sick leave shall be
24 credited to the employee on a monthly basis as it is earned.
25

26 **Section 9.1.2.**

27 In the event employees are absent for reasons which are covered by industrial insurance, any
28 time lost shall not be deducted from sick leave unless the employee wishes full salary which
29 would require partial use of sick leave; provided however, the employee may apply any
30 accumulated sick leave to any required waiting period. Provided further, that double payment
31 does not result.
32

33 **Section 9.1.2.1.**

34 Employees who are absent due to illness, injury or emergency shall not be required to
35 locate their own substitutes; provided, that nothing herein shall prevent any employee
36 from expressing, or being asked about, employee preferences with regard to substitutes.
37

38 **Section 9.1.3. Sick Leave Attendance Incentive Program.**

39 In January of the year following any year in which a minimum of sixty (60) days of leave for
40 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
41 option to receive remuneration for unused leave for illness or injury accumulated in the
42 previous year at a rate equal to one (1) day's monetary compensation of the employee for each
43 four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for
44 illness or injury for which compensation has been received shall be deducted from accrued
45 leave for illness or injury at the rate of four (4) days for every one (1) day's monetary
46 compensation.
47
48

1 **Section 9.1.4.**

2 Employees eligible for sick leave cash-out pursuant to RCW 28A.400.210 may elect an
3 employer contribution of equivalent funds to a district approved benefit plan that provides
4 reimbursement for medical expenses. Any employee electing such a contribution must agree in
5 writing to hold the Stevenson-Carson School District harmless in the event that it is legally
6 determined that the employee or District is indebted as a result of the employee not paying
7 income tax on said contributions or the employer not withholding or deducting any tax,
8 assessment, or other payment on such funds as required under federal and/or state law.
9

10 **Section 9.2. Leave For Bereavement.**

11 Up to three (3) days bereavement leave with full pay shall be granted for each occurrence in the
12 employee's immediate family. For the purpose of this item, immediate family is defined to include
13 parents, siblings, spouse, children, grandchildren, grandparents, same relationships as related by
14 marriage, and any other person living in the household. Two (2) additional days shall be granted for
15 each occurrence in the employee's immediate family for travel or other extenuating circumstances, to
16 be deducted from the employee's sick leave.
17

18 One (1) day bereavement leave with full pay shall be granted for the death of a close friend, colleague,
19 or a family member not specified above. Two (2) additional days may be granted by the
20 superintendent or designee for travel or other extenuating circumstances, to be deducted from the
21 employee's sick leave.
22

23 If, prior to August 31, 2017, the District funds additional bereavement leave days for other
24 bargaining units, the same will be given to PSE classified employees. This provision shall
25 automatically expire on September 1, 2017.
26

27 **Section 9.2.1. Family Illness.**

28 Each employee shall be entitled to use accrued paid leave, including sick leave, to care for a
29 child under the age of 18, a child over the age of 18 who is incapable of self-care, a spouse,
30 parent, parent-in-law, or grandparent of the employee who has a serious health condition or an
31 emergency condition. A maximum of five (5) days for serious illness involving the employee's
32 grandchild or sibling shall be deducted from sick leave.
33

34 **Section 9.3. Emergency Leave.**

35 Personnel are limited to one (1) day of sick leave for emergency purposes per year. Emergency leave
36 must be approved by the District and must be due to an unexpected, sudden occurrence of a serious or
37 urgent nature that demands the employee's immediate attention. Emergency leave shall be charged
38 against the employee's accumulated sick leave. An employee who finds it necessary to be absent from
39 assigned duties by reason of emergency shall notify the appropriate supervisor at the earliest possible
40 moment.
41

42 **Section 9.4. Personal Leave.**

43 Two (2) personal leave days with full pay, per employee, for each school year shall be granted.
44

45 Notification for personal leave should be made not less than forty-eight (48) hours in advance,
46 except in unusual situations where prior notice is not possible. In the latter instance, a leave form
47 shall be submitted upon return to work.
48

1 No such leave will be granted immediately prior to or following a school holiday, except in
2 situations beyond the control of the employee and with Superintendent's approval.

3
4 An employee who does not use a personal leave day in a school year may carry over one (1)
5 personal leave day to the following year, up to a maximum total accumulation of three (3) personal
6 leave days.

7
8 When an employee uses a personal leave day, it shall automatically be taken from a carryover day
9 first. The maximum amount of personal leave days at the beginning of any school year shall be
10 three (3) days. Failure to use personal leave does not inhibit the ability to carry one day over.
11 If, prior to August 31, 2017, the District funds additional personal leave days for other bargaining
12 units, the same will be given to PSE classified employees. This provision shall automatically
13 expire on September 1, 2017.

14
15 **Section 9.5. Parental/Adoption Leave.**

16 Accumulated sick leave shall be available for periods of pregnancy-related disability in
17 accordance with state and federal laws and regulations. In addition, up to two (2) days of
18 accumulated sick leave may be used by either parent for absences related to birth or
19 adoption that are not the result of pregnancy-related disability. Additional unpaid family
20 leave is available pursuant to the Family and Medical Leave Act (FMLA) upon request.

21
22 **Section 9.6. Judicial Leave.**

23 Upon receipt of a jury summons by an employee, the employee will contact the Central Administration
24 Office relative to his/her giving such jury service. Jurors are selected per RCW 2.36.080 and excused
25 as per RCW 2.36.100. When an employee is required to actually perform jury duty, he/she shall do so
26 without loss of pay and/or benefits. Jury fees, exclusive of mileage, shall in each case be remitted to
27 the District. In the interest of maintaining the continuity of the school position left, whenever an
28 employee is released (if still within the employee's workday) early (half or more than half of the
29 workday remaining) from jury duty, he/she shall return to the building or assignment.

30
31 **Section 9.6.1. Subpoena Leave.**

32 If an employee is subpoenaed in relationship to District business and is co-representing the
33 District, compensation for actual time off the job shall be paid to the employee. Personal
34 subpoena leave, not related to the best interest of the District, is the direct responsibility of the
35 employee. Personal leave or earned vacation time, if available, could be used. Otherwise, the
36 employee acts on his/her own.

37
38 **Section 9.7. Leave Of Absence.**

39
40 **Section 9.7.1.**

41 Upon recommendation of the immediate supervisor through administrative channels to the
42 superintendent, and upon approval of the Board of Directors, an employee may be granted a
43 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is
44 granted due to extended illness, one (1) additional year may be granted. The District may grant
45 an exception to the above when deemed in the best interest of the District and the employee.

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Section 9.7.3.

19.8.

Section 9.9. Military Leave.

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

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

In the event more than one individual employee has the same seniority date, all employees so affected shall participate in a drawing by lot (drawing of names from a hat) to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance

Each new hire shall remain in a probationary status for a period eighty (80) work days in the probationary position following the hire date. During this probationary period the District may discharge such employee at its discretion.

1 **Section 10.2.1.**

2 Upon assignment of a regular employee to a new classification, the employee shall serve up to
3 forty (40) days of work on probation. Upon promotion of a regular employee to a higher
4 position within classification, the employee shall serve up to twenty-five (25) days of work on
5 probation and will be placed on the salary schedule at the new regular rate of pay. Employees
6 who are reassigned pursuant to this section shall retain longevity step placement.
7

8 **Section 10.3.**

9 Upon completion of the probationary period, the employee will be subject to all rights and duties
10 contained in this Agreement retroactive to the hire date.
11

12 **Section 10.4. Position Descriptions.**

13 The District may create various jobs or positions that require the performance of specific duties by the
14 employees and shall provide each employee subject to this Agreement and the Association with a job
15 title and description of duties he/she is expected to perform.
16

17 **Section 10.5.**

18 The seniority rights of an employee shall be lost for the following reasons:
19

- 20 A. Resignation;
21 B. Discharge for justifiable cause; or
22 C. Retirement.
23

24 **Section 10.6.**

25 Seniority rights shall not be lost for the following reasons, without limitation:
26

- 27 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
28 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
29 United States;
30 C. Time spent on other authorized leaves; or
31 D. Time spent in layoff status as hereinafter provided.
32

33 **Section 10.7.**

34 Seniority rights shall be effective within the general job classification. As used in this Agreement,
35 general job classifications are those set forth in Article I, Section 1.4.
36

37 **Section 10.8.**

38 The employee with the earliest hire date shall have first right regarding shift selection and vacation
39 periods. When qualifications and ability are equal, as determined by the District, junior employees
40 may be given consideration with senior employees regarding shift selection and vacation periods. If
41 the District determines that seniority rights should not govern because a junior employee possesses
42 ability and performance substantially greater than a senior employee or senior employees, the District
43 shall set forth in writing, if requested, to the employee or employees and the organization's president its
44 reasons why the senior employee or employees have been bypassed.
45

46 **Section 10.9.**

47 Employees who change job classifications within the bargaining unit shall retain their hire dates in
48 the previous classification notwithstanding that they have acquired a new hire date in the new

1 classification. Their seniority in the previous classification shall not continue to accrue, but shall
2 remain on the payroll books.

3
4 **Section 10.9.1.**

5 For purposes of layoff only: in the event an employee's position is eliminated and that
6 employee has contiguous previous experience in another classification within the District, that
7 individual's combined district seniority shall apply to the previous job classification.

8
9 **Section 10.10.**

10 The District shall publicize within the bargaining unit for five (5) work days the availability of open
11 and/or vacant positions as soon as possible after the District is apprised of the opening. Transfers
12 within a classification are not considered vacancies, until such positions are advertised in writing as
13 vacancies. A copy of the job posting shall be forwarded to the president of the Association.

14
15 **Section 10.10.1.**

16 Employees may only bid on temporary positions that extend to sixty (60) days or longer and
17 increase daily hours by thirty (30) minutes or more when such assignment would cause a
18 vacancy in their current assignment. In that event, the vacated position will be filled by a
19 substitute and the regular employee will be allowed to return to his or her regular assignment
20 after the temporary position ends.

21
22 **Section 10.11. Layoff.**

23 If there is a need to eliminate one or more positions in the bargaining unit that the District anticipates
24 will result in layoffs, the District will proceed according to the following procedures:

- 25
26 1. The District will first identify the positions to be eliminated based on District needs.
- 27
28 2. The District will then identify any vacant or new positions known at the time of the position
29 elimination. In the event one or more positions are to be eliminated, the District may place
30 displaced employees in an equivalent vacant position in their current classification, without
31 posting the vacant position. The District may add time to an existing position without posting in
32 order to ensure the employee does not suffer a loss of hours or pay.
- 33
34 3. If after consideration of existing vacancies, and with input from the employee pursuant to
35 item 5 below, the District determines that there is still a need to proceed with layoffs, the
36 District will displace less senior employee(s) in each classification as necessary to create
37 equivalent positions for any more senior displaced employees, without a loss of hours or pay.
- 38
39 4. If any employee displaced in Step 3 has more seniority than other remaining employees
40 (pursuant to Section 10.9.1), the District will repeat Step 3 until displaced employee(s) have no
41 less senior employee(s) to displace. The remaining employee(s) will then be identified for
42 layoff.
- 43
44 5. Before deciding on the placement of an employee in a position pursuant to the above
45 procedures, the Superintendent and employee will discuss available options and seek to reach
46 agreement on the employee's placement. Consideration shall be given to the employee's
47 experience and abilities, including experience in any sub-category within classifications (for
48

example, Title/Special Education, Library, or Instructional for Paraeducators). If an agreement is not reached, the District retains the right to determine placement pursuant to Section 2.1.

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

Employees who are laid off will be placed on a reemployment list maintained by the District according to seniority. Employees on the reemployment list 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.

Section 10.11.1.

Employees on layoff status shall provide in writing their current contact information with the personnel office of the District and shall thereafter promptly advise the District in writing (including email) of any changes. An employee shall forfeit rights to reemployment if the employee does not comply with the requirements of this Section or if the employee does not respond to the offer of reemployment within ten (10) days.

Section 10.11.2.

An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff. A substantially equal position is defined as one that is no more than five percent (5%) less annual compensation than the one held prior to being placed on the reemployment list.

ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.

Section 11.2. Notification to Non-Annual Employees.

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

Section 11.2.1

Should the District decide to discharge or lay off any non-annual employee, the employee shall be notified in writing by the end of June each year, when feasible, or when the revenues of the District are firm, whichever is later.

1 **Section 11.2.2.**

2 Nothing contained herein shall be construed to prevent the District from discharging an
3 employee for acts of misconduct occurring after the expiration of the school year.
4

5 **Section 11.2.3.**

6 Nothing contained in this section shall in any regard limit the operation of other sections of this
7 Article.
8

9 **Section 11.3.**

10 Except in extraordinary cases, and as otherwise provided in this Article, the District will give
11 employees two (2) weeks' notice of intention to discharge or layoff.
12
13
14

15 **ARTICLE XII**

16 **INSURANCE AND RETIREMENT**
17
18

19 **Section 12.1.**

20 The cost of medical, dental and vision insurance premiums will be paid by the District for all
21 employees subject to this agreement who work for a minimum of four (4) hours per day and a
22 minimum of twenty (20) hours per week. The District shall, for 2015-2016 and 2016-2017, provide
23 the state-funded health insurance allocation per month per FTE (based on a 1,440 hour employee).
24 The District shall pay twelve (12) months of insurance premiums for all employees who are eligible for
25 insurance benefits. It is understood that in the event that the state legislature passes legislation during
26 the term of this agreement changing the current funding scheme or requiring school employees to
27 move to a different health care system, this provision may become void; provided, that the District and
28 Union shall meet and confer in that event regarding any impacts of such change to PSE employees.
29

30 **Section 12.1.1.**

31 The District will fund 100% of the annual Health Care Authority (HCA) retiree subsidy for all
32 employees, to be remitted to the state for payment of retiree insurance. In the event federal
33 forest funds are not reauthorized during the term of this Agreement the District will fund 72%
34 of the annual Health Care Authority (HCA) retiree subsidy for all employees, to be remitted to
35 the state for payment of retiree insurance, with such change in payment to be made in the first
36 impacted month.
37

38 **Section 12.1.2.**

39 The money not utilized in Section 12.1 shall comprise a premium pool. Upon closing of
40 insurance plan enrollment period, the District shall compare the bargaining unit insurance
41 premium usage to the size of the premium pool. Such comparison information shall be
42 available to the Association upon request. If the pool exceeds usage, the excess shall be
43 divided by employees whose insurance enrollments cause payroll deductions, with said division
44 to be a pro-rata basis until enrollments are fully paid or the excess pool is depleted.
45

46 **Section 12.2.**

47 The District shall make required contributions for state industrial insurance on behalf of all employees
48 subject to this Agreement.

1 **Section 12.3.**

2 In determining whether an employee subject to this Agreement is eligible for participation in the
3 Washington State Public Employee's Retirement System, the District shall report all persons who have
4 worked the monthly hours required for eligibility. These hours to include straight time, overtime or
5 otherwise.

6
7 **Section 12.4.**

8 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan
9 approved by the District. On receipt of a written authorization by an employee the District will make
10 the requisite withholding adjustments and deductions from the employee's salary.

11
12 **Section 12.5.**

13 That all new employees subject to this Agreement should they terminate their employment with the
14 District within the probationary period as described in Article X, Section 10.2, the said employee shall
15 reimburse the District for all insurance benefits paid by the District in the name of the employee.

16
17 **Section 12.6.**

18 For insurance benefit purposes (Section 12.1), a bus driver's FTE calculation shall be based on their
19 previous year's FTE for all hours worked, including overtime, extra trips, etc.

20
21 **Section 12.7.**

22 As a result of the implementation of RCW 28A.400.275 (ESSB 5940), each employee who selects
23 medical benefit insurance coverage and is included in the insurance pool, will pay a minimum
24 charge for the insurance agreed upon by the District and the Association. The minimum charge for
25 2015-16 will be 0.4% increase (total of 1.5%) and 2016-2017 will be 0.5% increase (total of
26 2.0%).

27
28 It is understood that in the event that the state legislature modifies legislation that changes the
29 current funding scheme or requires school employees to move to a different health care system,
30 this provision may become void; provided, that the District and the Association shall meet and
31 confer in that event regarding any impacts of such change to PSE employees.

32
33
34
35 **ARTICLE XIII**

36
37 **VOCATIONAL TRAINING**

38
39 **Section 13.1.**

40 Employees of the District must meet state standards before/during work on the job (unless required to
41 meet such standards either by state/federal or local job description before being hired). Such is the
42 responsibility of the employee. (In some instances, such employee may receive state temporary
43 certification, but final certification rests with the employer.) Any District required training, after the
44 initial entry requirements, will be compensated by the District, at employee's base hourly rate of pay, if
45 such training required is beyond the normal workday. If such District required training is during the
46 employee's normal workday, no reimbursement will be given. If such training required by the District
47 is away from the school district, the District will provide transportation for such employees, or provide
48 in-lieu of transportation for as many vehicles as is deemed necessary by the District to transport said

employees. The base hourly rate shall apply only to actual time in class and attendance must be verified by the District superintendent or his/her designee.

Section 13.2.

All new employees subject to this Agreement shall be reimbursed in accordance with Section 13.1 only after the probation period has been completed per Article X, Section 10.2.

Section 13.3.

In the mutual interests of the District and Association, the District shall cause additional funds to be available which may be used by employees subject to this Agreement for vocational improvement. A pool of dollars equal calculated by the bargaining unit's FTE X \$100 shall be budgeted for each year of this agreement. With prior approval from the District, such funds may be utilized up to one hundred dollars (\$100.00) per employee for tuition, travel expenses, testing fees, and other related costs for job specific/personal development. Employees may submit a request for reimbursement to the District prior to August 30 of each year and must provide supportive documentation of successful completion of the approved training. On August 30 of each year, any unused portion of the budgeted training funds referenced in Section 13.3 shall be pooled and made available to employees whose total training costs exceeded the one hundred dollar (\$100.00) individual allotment.

Section 13.4. Education Incentive Program.

The District will institute an education incentive program for completion of approved training programs. Bargaining unit employees who enroll in and complete an approved training program directly related to their current job classification, those employees who have previously completed an approved training program directly related to their current job classification, and employees who have completed state/federal education requirements shall receive additional compensation in the amount of:

Completion of 27-39 college credits; or 270-399 clock hours = 15¢ per hour

Completion of 40-89 college credits or 400-899 clock hours = 20¢ per hour

Possession of an AA or higher degree, 90+college credits, or 900+ clock hours = 40¢ per hour

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1.

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 their membership in the Association in good standing during the period of this Agreement.

Section 14.2.

All employees in classifications subject to this Agreement who are not members of the Association on the effective date of this Agreement and all employees in classifications subjection 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 accordance with the previous section.

Section 14.3.

The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to the membership requirements in Sections 14.1 and 14.2, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of this Agreement, in an amount equal to the regular monthly dues. This service charge shall be collected by the Association in the same manner as monthly dues.

Section 14.3.1.

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 equivalent to regular dues to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association cannot agree on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Section 14.4.

At the option of the Association, an employee who refuses to become a member of the Association in good standing or pay the service charge or charitable contribution in accordance with the previous sections shall be discharged from employment, subject to two (2) weeks notice to the employee.

Section 14.5.

The District will notify the Association of all new hires within ten (10) workdays of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

Section 14.6.

Employees hired prior to September 1, 1995 who had, within thirty (30) days of their hire date, notified the Association in writing of their desire to decline participation as a member are not subject to the terms and conditions of this Article.

Section 14.7. Committee on Political Empowerment.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Association on a check separate from the Association dues transmittal check. Section 14.8 of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE State Office about the right to revoke the request.

1 **Section 14.8. Hold Harmless.**

2 The Association will indemnify, defend, and hold the District harmless against any claims, suits,
3 orders, and/or judgments against the District on account of any check-off of Association dues or
4 voluntary political contributions.
5
6

7
8 **ARTICLE XV**

9
10 **GRIEVANCE PROCEDURE**
11

12 **Section 15.1.**

13 Grievance or complaints arising between the District and its employees within the bargaining unit
14 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
15 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.
16

17 **Section 15.2. Grievance Steps.**
18

19 **Section 15.2.1. Step 1.**

20 The employee shall first discuss the grievance with his/her immediate supervisor. All
21 grievances not brought to the immediate supervisor in accordance with the preceding sentence
22 within fifteen (15) work days of the occurrence of the grievance shall be invalid and subject to
23 no further processing.
24

25 **Section 15.2.2. Step 2.**

26 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
27 subsection, the employee shall submit to his/her immediate supervisor within five (5) additional
28 work days, a written statement of the grievance containing the following:
29

- 30 A. The facts on which the grievance is based;
31 B. A reference to the provisions in this Agreement, which have been allegedly
32 violated;
33 C. The remedy sought.
34

35 The employee shall submit the written statement of grievance to his/her immediate supervisor
36 for reconsideration and shall submit a copy to the official in the Administration responsible for
37 personnel. The parties will have five (5) work days from submission of the written statement
38 of the grievance to resolve it by indicating on the statement of grievance the disposition. If an
39 agreeable disposition is made, all parties to the grievance shall sign it.
40

41 **Section 15.2.3. Step 3.**

42 If no settlement has been reached within the five (5) days referred to in the preceding
43 subsection and the grievant and the Association believe the grievance to be valid, a written
44 statement of grievance shall be submitted within ten (10) work days to the District
45 superintendent or the superintendent's designee. After such submission, the parties will have
46 ten (10) work days from submission of the written statement of the grievance to resolve it by
47 indicating on the statement of grievance the disposition. If an agreeable disposition is made, all
48 parties to the grievance shall sign it.

1 **Section 15.2.4. Step 4.**

2 If no settlement has been reached within the ten (10) days referred to in the preceding
3 subsection and the grievant and the Association believe the grievance to be valid, the employee
4 may demand arbitration of the grievance. The grievance may be submitted by the Association
5 to final and binding arbitration. Such arbitration shall be conducted by an arbitrator under the
6 rules and administration of the American Arbitration Association. The parties to this
7 Agreement shall then be bound by the rules and procedures of the American Arbitration
8 Association, and the decision of the arbitrator shall be final and binding. During the arbitration
9 under this step, neither the District nor the grievant will be permitted to assert any grounds not
10 previously disclosed to the other party. The arbitrator shall not have the power to alter, modify,
11 amend, add to, or subtract any of the terms of this Agreement or substitute his/her judgment for
12 that of the parties.

13
14 **Section 15.3.**

15 The grievance or arbitration discussions shall take place whenever possible on school time. The
16 employer shall not discriminate against any individual employee or the Association for taking action
17 under this Article.

18
19
20
21 **ARTICLE XVI**

22 **TRANSFER OF PREVIOUS EXPERIENCE**

23
24
25 **Section 16.1.**

26 A person previously employed by the District, requesting re-employment within a two (2) year period
27 after separation, may at the discretion of the superintendent and/or hiring officer, be placed on the
28 same salary experience step formerly held and have all other benefits reinstated. Any person who is
29 re-employed by the District after the two (2) year limit will be hired as a new employee.

30
31 **Section 16.2.**

32 Transfer of previous experience such as leaves, vacation and longevity shall be in accordance with
33 state statute. Employees formerly employed by an organization previously under contract to the
34 District for services shall, if hired into District employment, be credited with their original date of hire
35 as either a former District employee (if through no fault of the employee, the services were contracted
36 to another employer) or an employee of the contracted organization; provided, however, there have
37 been no breaks in employment.

38
39
40
41 **ARTICLE XVII**

42 **SALARIES AND EMPLOYEE COMPENSATION**

43
44
45 **Section 17.1.**

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

1 **Section 17.1.1.**

2 The base salary of all employees shall be prorated into twelve (12) equal monthly paychecks.
3 Overtime and extra work hours will be paid on a monthly basis.
4

5 **Section 17.2.**

6 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
7 Schedule A attached hereto and by this reference incorporated herein.
8

9 **Section 17.2.1.**

10 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the
11 terms and conditions of Article XVIII, Section 18.3. Should the date of execution of this
12 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive
13 to the effective date.
14

15 **Section 17.2.2.**

16 Retroactive pay, where applicable, shall be paid on the first regular payday following execution
17 of this Agreement if possible and in any case not later than the second regular payday. In the
18 case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such
19 retroactive pay shall be paid on the first regular payday following Agreement on such schedule,
20 if possible and in any case not later than the second regular payday.
21

22 **Section 17.2.3.**

23 Any employee who changes or is changed by the District to a higher position or classification
24 shall be guaranteed no loss in pay per hour. No employee shall be placed on probation when
25 changing or is changed by the District from one building to another in the same job description.
26

27 **Section 17.3.**

28 For purposes of calculating hours, total time worked shall be calculated by adding up the total amount
29 of time worked in the pay period and then rounding up the total monthly time to the next one-half (½)
30 hour.
31

32 **Section 17.4.**

33 Employees subject to this Agreement who are required in the course of their employment to use their
34 personal vehicles shall be reimbursed by the District for mileage at the IRS rate.
35

36 **Section 17.5.**

37 Employees required to remain overnight on District business shall be reimbursed for reasonable room
38 and board expenditures.
39

40 **Section 17.6.**

41 The District shall reimburse employees for all licensing and examination fees required as a condition
42 of continued employment, to include: medical examinations; drug and alcohol screens; recurrent first
43 aid classes; and commercial driver's license endorsements. Employees shall suffer no loss in pay for
44 time spent in required examinations as long as prior approval has been received from the
45 superintendent, or his/her designee, for the date and time when the examination would be taken.
46
47
48

1 **Section 17.7.**

2 Summer work shall be posted pursuant to Section 10.10. Summer work which is the same as that work
3 normally done by a part-time employee during the school year shall be offered to current qualified
4 part-time employee(s) first. This work will be performed at the employee's regular rate of pay.
5 Excluded from coverage of this section are programs which involve students in summer work and/or
6 study programs and specialized work which is contracted out to qualified providers.
7
8
9

10 **ARTICLE XVIII**

11 **TERM AND SEPARABILITY OF PROVISIONS**

12
13
14 **Section 18.1.**

15 The term of this Agreement shall be September 1, 2015 through August 31, 2017.
16

17 **Section 18.2.**

18 All provisions of this Agreement shall be applicable to the entire term of this Agreement
19 notwithstanding its execution date, except as provided in the following section.
20

21 **Section 18.3.**

22 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
23 parties in writing. All wages on Schedule A shall be increased by the state I-732 COLA, if any, for
24 each year of this Agreement. In the event federal forest funds are not reauthorized, the COLA, if any,
25 will be reduced by 0.5% beginning on September 1 of the first impacted year. This Agreement shall be
26 reopened as necessary to consider the impact of any legislation enacted following execution of this
27 Agreement which may arguably affect the terms and conditions herein or create authority to alter
28 personnel practices in public employment.
29

- 30 1. Beginning September 1, 2015, the District will increase all wages on Schedule A by 1%
31 in addition to the state-funded amount of 3%, for a total increase of 4%.
32
33 2. Beginning September 1, 2016, the District will increase all wages on Schedule A by a
34 total of 3% (1.2% plus the 1.8% state-funded amount).
35

36 In the event the District funds a wage increase for other bargaining units above state-funded
37 amounts during the term of this contract that is greater than the increases allocated for PSE in this
38 Agreement, the District will allocate the same wage increase to PSE of Stevenson-Carson.
39

40 **Section 18.3.1.**

41 The parties agree to reopen the contract annually to negotiate Article XII, Section 12.1. in the
42 event the State takes steps to impose penalties/fines on the District for failure to comply with
43 RCW 28A.400.275.
44

45 **Section 18.4.**

46 If any provision of this Agreement or the application of any such provision is held invalid, the
47 remainder of this Agreement shall not be affected thereby. Such invalid provision(s) shall be
48 renegotiated upon written notice by either party within thirty (30) calendar days.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

STEVENSON-CARSON CHAPTER

STEVENSON-CARSON
SCHOOL DISTRICT #303

BY: Timothy N. Latimer
Timothy N. Latimer, Chapter President

BY: Hope M. Peterson
Hope Peterson, Chairperson, School Board

DATE: 11-16-15

DATE: 11-16-15

Karen Douglass
Karen Douglass, Superintendent

Schedule A
Stevenson-Carson School District #303
September 1, 2015 – August 31, 2016

Position	* Probationary / Substitute	1 - 5 Years	6 - 8 Years	Beginning of 9th Year
<u>SECRETARIAL</u>				
Head Building Secretary	\$14.53	\$16.55	\$16.68	\$16.84
Assistant Building Secretary	\$13.04	\$15.07	\$15.19	\$15.39
Transportation Secretary	\$13.04	\$15.07	\$15.19	\$15.39
<u>PARAEDUCATOR</u>				
Instructional	\$12.08	\$13.84	\$14.01	\$14.11
Library	\$12.34	\$14.08	\$14.26	\$14.37
Special Education/Title 1	\$12.34	\$14.08	\$14.26	\$14.37
<u>FOOD SERVICE</u>				
Cook	\$12.73	\$14.61	\$14.79	\$14.90
Cook's Assistant	\$11.99	\$13.70	\$13.85	\$13.96
<u>CUSTODIAL/MAINTENANCE/GROUNDS</u>				
Grounds/Maintenance Specialist	\$17.02	\$19.60	\$19.81	\$19.99
Custodial/Maintenance	\$16.05	\$18.41	\$18.63	\$18.81
Custodian	\$13.69	\$15.76	\$15.90	\$16.07
<u>TRANSPORTATION</u>				
Mechanic	\$17.93	\$20.54	\$20.73	\$20.95
Bus Driver	\$15.08	\$17.32	\$17.51	\$17.67
<u>TECHNICAL</u>				
COTA/PTA	\$15.20	\$17.51	\$17.67	\$17.87
SLPA	\$15.20	\$17.51	\$17.67	\$17.87
Computer Tech Assistant	\$14.53	\$16.55	\$16.68	\$16.84
Network Administrator	\$24.00	\$27.60	\$27.91	\$28.23
<u>LONGEVITY STEPS</u>				
After 10 Years: 15¢				
After 15 Years: 20¢				
After 20 Years: 30¢				
After 25 Years: 35¢				

Schedule A
Stevenson-Carson School District #303
September 1, 2016 – August 31, 2017

	* Probationary /			Beginning of
Position	Substitute	1 - 5 Years	6 - 8 Years	9th Year
<u>SECRETARIAL</u>				
Head Building Secretary	\$14.97	\$17.05	\$17.18	\$17.35
Assistant Building Secretary	\$13.43	\$15.52	\$15.65	\$15.85
Transportation Secretary	\$13.43	\$15.52	\$15.65	\$15.85
<u>PARAEDUCATOR</u>				
Instructional	\$12.44	\$14.26	\$14.43	\$14.53
Library	\$12.71	\$14.50	\$14.69	\$14.80
Special Education/Title 1	\$12.71	\$14.50	\$14.69	\$14.80
<u>FOOD SERVICE</u>				
Cook	\$13.11	\$15.05	\$15.23	\$15.35
Cook's Assistant	\$12.35	\$14.11	\$14.27	\$14.38
<u>CUSTODIAL/MAINTENANCE/GROUNDS</u>				
Grounds/Maintenance Specialist	\$17.53	\$20.19	\$20.41	\$20.59
Custodial/Maintenance	\$16.53	\$18.96	\$19.19	\$19.37
Custodian	\$14.10	\$16.23	\$16.38	\$16.55
<u>TRANSPORTATION</u>				
Mechanic	\$18.47	\$21.16	\$21.35	\$21.58
Bus Driver	\$15.53	\$17.84	\$18.04	\$18.20
<u>TECHNICAL</u>				
COTA/PTA	\$15.66	\$18.04	\$18.20	\$18.41
SLPA	\$15.66	\$18.04	\$18.20	\$18.41
Computer Tech Assistant	\$14.97	\$17.05	\$17.18	\$17.35
Network Administrator	\$24.72	\$28.43	\$28.75	\$29.08
<u>LONGEVITY STEPS</u>				
After 10 Years: 15¢				
After 15 Years: 20¢				
After 20 Years: 30¢				
After 25 Years: 35¢				

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENTS BETWEEN PUBLIC SCHOOL EMPLOYEES OF STEVENSON-CARSON AND THE STEVENSON-CARSON SCHOOL DISTRICT #303. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.


- During 2015-16, the District will offer 40 hours at the assistant secretary wage to be time-sheeted by the paraeducator at Carson Elementary who is currently performing data entry duties for the food service program. This work will be paid at the experience step applicable to the employee's years of experience in the paraeducator classification. By the end of the 2015-16 school year the District will review this situation and make a determination of how this work will be performed in future years, which may include adding an administrative position in the food services department.

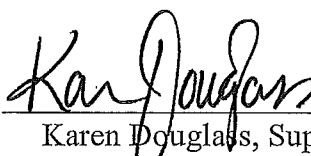
This Memorandum of Understanding will become effective September 1, 2015; shall remain in effect until August 31, 2016; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF STEVENSON-CARSON

STEVENSON-CARSON SCHOOL DISTRICT

BY: 
Tim Latimer, Chapter President

BY: 
Karen Douglass, Superintendent

DATE: 11-16-15

DATE: 11-16-15