

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
COLUMBIA SCHOOL DISTRICT #400**

AND

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

SEPTEMBER 1, 2011 - AUGUST 31, 2014

Public School Employees Of Washington / SEIU Local 1948
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P R E A M B L E

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

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A R T I C L E I

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R E C O G N I T I O N

Section 1.1.

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

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A R T I C L E I I

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

Section 2.1.

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

Section 2.2. Drug And Alcohol Testing.

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

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

1 **Section 2.2.1.**

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

8 **RIGHTS OF EMPLOYEES**
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11 **Section 3.1.**

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

17 **Section 3.2.**

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

21 **Section 3.3.**

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

26 **Section 3.4.**

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

30 **Section 3.5.**

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

36 **Section 3.6.**

37 Each employee reserves the right to see all material placed in his/her personnel file and to review the
38 entire file upon request, provided that the request is made during regular working hours at the District
39 personnel office. Derogatory material contained in the file shall, upon request, be removed one (1) year
40 after its placement in the file. No material shall be placed in the personnel file without first being
41 brought to the attention of the employee.
42

43 **Section 3.6.1.**

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

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

5 **Section 3.7.**

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

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

15 **Section 3.8. Definitions Of Employees.**

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

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

23 **Temporary Employee.** - Any time a regular position is known to be vacated for forty (40)
24 consecutive workdays, it shall become a temporary position and shall be posted indicating the
25 approximate duration listed on the posting. Regular eight (8) or four (4) hour employees may apply
26 and will be assigned according to Section 13.3. If a regular eight (8) hour employee fills the
27 temporary position, his/her position will be posted as a temporary position and filled by a qualified
28 regular employee or a substitute. In no case will more than two (2) employees be allowed to change
29 positions. Any subsequent four (4) hour employee's position will not be posted, but will be filled by
30 a substitute.
31

32
33 All regular employees affected by a temporary move will return to their former positions and
34 appropriate rates of pay when the temporary position has expired.
35

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

RIGHTS OF THE ASSOCIATION

Section 4.1.

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

Section 4.2.

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

Section 4.3.

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

Section 4.4. Bulletin Boards.

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

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

Section 4.6.

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

Section 4.7.

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

Section 4.8.

The Columbia School District established the Professional Development Pool of \$1,000. The employee will use the PSE Professional Development Reimbursement Request form as needed.

1 **Section 4.9.**

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

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11 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

12
13 **Section 5.1.**

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

17 **Section 5.2.**

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

22 **Section 5.3.**

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

27 **Section 5.4.**

28 The Association will as appropriate, be advised of current and predicted workload information.
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32 **ARTICLE VI**

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34 **LABOR MANAGEMENT COMMITTEE**

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36 **Section 6.1.**

37 The Association will designate a Labor Management Committee of no more than five (5) representatives
38 from the Association to meet with the Superintendent of the District or his/her designated representatives
39 on a mutually agreeable regular basis, but no less than quarterly to discuss appropriate matters.
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41 **Section 6.2.**

42 The District will provide suitable space and a mutually agreeable time to conduct such meetings.
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ARTICLE VII

LEAVES

Section 7.1. Sick Leave.

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

Section 7.1.1. Sick Leave Attendance Incentive Program.

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

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

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

Section 7.1.2.

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

Section 7.2. Emergency Leave.

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

1 **Section 7.3. Paid Leave For Bereavement.**

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

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

13 Two (2) paid leave days shall be granted for an employee's absence when a personal situation arises,
14 provided a substitute can be secured. These two (2) days per year (first contracted day to the June
15 payroll date) are separate from sick leave and bereavement leave. Employees may use one (1) day of
16 personal leave in hourly increments. Employees not using their personal leave shall be able to cash out
17 any remaining personal leave days, at the employee's current rate of pay, to be paid in June of each
18 school year, provided that the employee has not used emergency leave. Unused personal days may be
19 carried over to the next year up to a maximum of four (4) days. The employee may choose to convert
20 two (2) days of personal leave to sick leave at the conclusion of the school year rather than cash-out
21 the days.

22
23 **Section 7.4.1. Incentive Day.**

24 Employees who have completed fifteen (15) years service with the District will be given a third
25 (3rd) personal day. Each employee with ten (10) years or more of continuing service to the
26 district shall be granted one (1) day of incentive leave to be deducted from sick leave. The
27 incentive day may not be cashed out or carried over to the following year.

28
29 **Section 7.5. Paid Leave for Maternity.**

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

37
38 **Section 7.5.1. Paternity Leave.**

39 A male employee, upon request, shall be granted up to three (3) days leave, on or about the date
40 of the birth of his child. Such leave shall be deducted from that accumulated pursuant to
41 Section 7.1 above.

1 **Section 7.6. Unpaid Leave Of Absence.**

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

8
9 An employee who fails to return to work on the stated day of return shall forfeit all claims to
10 employment with the District except that leave may be extended upon written application by the person
11 on leave and the express approval by the Superintendent. If a position of employment is open at the time
12 an employee returns from leave of absence and the employee is qualified to fill such position, the District
13 will offer the returning person the position; or similar to the position left by the employee at the time the
14 leave of absence was begun.

15
16 **Section 7.7. Jury Leave.**

17 In the event an employee subject to this Agreement is summoned to serve as a juror, or is named as a co-
18 defendant with the School District, he or she will receive his or her normal days pay for each day he or
19 she is required in court. The District may require documentation or verification of jury duty service
20 (WAC 357-31-310). The employee may retain expenses for travel, meals and other costs associated with
21 jury duty (WAC 192-790-070). Compensation for jury duty time shall be reimbursed to the District.
22

23 **Section 7.8. Family Leave.**

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

43 **VACATIONS**

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46 **Section 8.1.**

47 Full-time, twelve (12) month employees are entitled to ten (10) days of vacation each year. Twelve (12)
48 month employees working less than twelve (12) months in a contract year and/or working less than full-

1 time during the contract year shall receive a prorated number of vacation days and hours. Full-time for
2 purposes of vacation shall mean a regular eight (8) hour shift. Such vacation shall be taken at a time(s)
3 approved by the Superintendent or his designee. With the Superintendent's approval one (1) week of
4 vacation may be carried over to the next year. All twelve (12) month employees shall receive one (1)
5 additional day or prorated day of paid vacation for each year worked after five (5) years of service with
6 the District, beginning with the 6th year, to a maximum of twenty (20) days or twenty (20) prorated days.

7
8 **Section 8.2.**

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

13
14 Employees who have earned more than three (3) weeks vacation may take an additional week following
15 the annual two (2) week shutdown. All other employees shall take two (2) weeks vacation during the
16 two (2) week shutdown, and the remainder of their vacation, during either Christmas break, spring break
17 or as mutually agreed to by the employee and the supervisor.

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21 **ARTICLE IX**

22 **HOLIDAYS**

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25 **Section 9.1.**

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

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|---------------------------|---------------------------|
| 1. Labor Day | 7. Martin Luther King Day |
| 2. Veterans' Day | 8. Presidents' Day |
| 3. Thanksgiving Day | 9. Memorial Day |
| 4. Day after Thanksgiving | 10. Fourth of July |
| 5. Christmas Day | 11. Day before Christmas |
| 6. New Year's Day | 12. Day after Christmas |
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37 **Section 9.1.1. Worked Holidays.**

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

40
41 **Section 9.1.2. Holidays During Vacation.**

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

1 **Section 9.2.**

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

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

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12 **ARTICLE X**

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14 **INSURANCE**

15
16 **Section 10.1.**

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

27
28 After each employee has made his/her selection of benefits under the program provided herein,
29 remaining funds in the pool, if any exist, shall be available for distribution to cover employees
30 requested coverage's. The amounts of pooled funds will be distributed by equal shares beginning with
31 the smallest amount requested and thereafter repeating this function until all pooled funds are
32 exhausted.

33
34 The enrollment period shall be for thirty (30) days and shall be completed by October 1. Once
35 enrollment is completed, no insurance options may be added or deleted during the contract year except
36 for reasons associated with family status changes. Employee(s) filling new positions and hired after
37 October 1 may elect insurance coverage from the plans available during the first thirty (30) days of
38 employment. In the event the employee does not utilize his/her full amount available after making
39 his/her selection, the balance shall be placed in the pool for future use as determined by the District
40 and Association.

41
42 Coverage for new employees shall begin after the first full calendar month of employment and shall
43 continue for each month thereafter.

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

6
7 Any employee terminating employment shall be entitled to continue receiving the District insurance
8 contribution for the remainder of the calendar month in which the termination is effective.

9
10 All plans shall be determined mutually by the District and the Association.

11
12 **Section 10.2.**

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

14
15 **Section 10.2.1.**

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

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21 **ARTICLE XI**

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23 **HOURS OF WORK AND OVERTIME**

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25 **Section 11.1. Hours of Work.**

26 Each employee shall be assigned to advance to a definite shift with designated times of beginning and
27 ending, such shift shall not be changed without two (2) weeks notice to the employee.

28
29 **Section 11.1.1.**

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

34
35 **Section 11.1.2.**

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

38
39 **Section 11.1.3.**

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

41
42 **Section 11.1.4.**

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

1 **Section 11.2. Job Postings.**

2 The district shall notify the Association President within three (3) business days when any newly
3 created position or temporary position occurs within the bargaining unit or positions are vacated.
4 Following notification of said position, it shall be posted in district within five (5) business days. A
5 posting must remain in district for five (5) workdays prior to posting outside of district, unless waived
6 by the Association President or his/her designee. A position may increase fifteen (15) minutes without
7 posting after notification to the Association President. Should the position increase sixteen (16)
8 minutes or more in any given school year, the position will be reposted.

9
10 **Section 11.3.**

11 In the event of an unusual school closure or delay due to inclement weather, plant in operation, or the
12 like, the District will notify local radio stations by 6:00 a.m. In the event the District fails to make the
13 above notification, employees reporting to work shall receive a minimum of two (2) hours pay at base
14 rate. The Superintendent or designee will be responsible for directing buses in outlying areas due to
15 inclement weather.

16
17 **Section 11.4.**

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

22
23 **Section 11.4.1.**

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

27
28 **Section 11.5. Overtime.**

29 All hours worked in excess of forty (40) hours per workweek, shall be compensated at the rate of one and
30 one-half (1½) times the employee's base hourly rate, if approved by the Superintendent or designee. The
31 employee shall have the option of having the time computed as comp time or as pay at one and one-half
32 (1½) the base rate, in accordance with the Fair Labor Standards Act. (FLSA)

33
34 **Section 11.5.1.**

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

38
39 **Section 11.6. Transportation Provisions.**

40
41 **Section.11.6.1. Definitions for Transportation Personnel.**

42 Route: – combined am & pm routes.

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

1 **Section 11.6.2. Bid Fair Process.**

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

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

31

32 **Section 11.6.3. Extra Trips and Routes.**

33 All extra trips and routes will be assigned by the District, with preferential assignment to the
34 most senior drivers, unless an extra trip assignment will result in overtime pay, then the trip
35 will be offered to the next most senior driver. Substitute drivers will be assigned after regular
36 drivers have been given an opportunity to accept the assignment and have declined. The
37 District will offer vacated mid-day routes to drivers, provided that those drivers have indicated
38 their ability to take such routes on a weekly basis. Driver eligibility is subject to the forty (40)
39 hour per week limit. This agreement pertains to those routes that have been approved, at least
40 one (1) day in advance, to be vacated. Drivers may be assigned to vacate routes any day, any
41 time, when it does not conflict with their regular scheduled routes. Eligible drivers will be
42 called one (1) time, in order of seniority, for each vacated run. Those who have signed up to be
43 on the call list for vacated routes must drive the extra route when contacted.

44

45 **Section 11.6.4.**

46 Extra trips shall be assigned on a seniority basis to regular drivers who have not exceeded the
47 forty (40) hour per week limit. Hours worked in any classification within the District are
48 included in the forty (40) hour maximum. If the supervisor approves, drivers will be allowed to

1 vacate regular routes to stay below the forty (40) hour limit. The District shall have the option
2 to charter the following: All school sponsored trips over one hundred twenty (120) miles
3 except when those trips are scheduled for Saturdays or non-school days. Further, the District
4 may charter all trips to state tournaments.
5

6 **Section 11.6.5.**

7 Drivers and attendants will be paid at their driving hourly rate for time spent in attendance at
8 required meetings. The in-service meeting will be paid at the driving rate.
9

10 **Section 11.6.6.**

11 Assignments shall be established by the District in relation to bus routes and time requisite to
12 fulfilling tasks assigned by the Superintendent or his designee; provided, however, that no bus
13 route or extra trips shall consist of less than one (1) hour. The fifteen (15) minute pre-trip is a
14 part of the one (1) hour guarantee. Trips over forty-five (45) minutes will be paid at a minimum
15 of one (1) hour and fifteen (15) minutes. If there is less than thirty (30) minutes layover time
16 between assignments, the employee's shift shall continue uninterrupted.
17

18 **Section 11.6.7.**

19 Drivers shall be compensated for show-up time of two (2) hours on weekdays and three (3)
20 hours on weekends when previous notice was not given on a canceled assignment.
21

22 If two (2) or more buses go on a trip to one location, the drivers shall be notified before the trip
23 starts if one (1) bus is returning early.
24

25 **Section 11.6.8.**

26 Drivers shall be allowed fifteen (15) minutes per run as pre-trip time as provided by State law.
27 Additional time shall be allotted due to unusual conditions as approved by the Superintendent
28 or designee. This time shall be paid at the driver's current rate.
29

30 **Section 11.6.9.**

31 Drivers shall be allowed thirty (30) minutes per day for regular runs and thirty (30) minutes per
32 extra trip for clean-up. This time shall be paid at the driver's current driving rate. Provided
33 further, that drivers shall be paid for one (1) hour of driving time to pick up and deliver District
34 vehicle to the service facility, as approved by the Superintendent or designee.
35

36 **Section 11.6.10.**

37 Employees called back on a regular workday shall receive no less than two (2) hours pay at the
38 appropriate rate. Time worked in excess of two (2) hours under such conditions shall be
39 rounded to the nearest quarter (¼) hour.
40

41 **Section 11.6.11.**

42 Events that require out of town and overnight stays shall be preliminarily posted with the
43 transportation department ten (10) school days prior to scheduled departure, allowing drivers to
44 review scheduling and assure driver availability.
45

46 A driver or drivers assigned these events shall be compensated for all hours driving. Drivers
47 shall be provided their own motel room and the current per diem rate for meals according to
48 board policy. Any driver required to transport students and chaperones to different locations

1 during these events shall receive drivers wage while waiting for return transport to original
2 location of departure. Drivers on said trip shall also be given eight (8) hours of drivers wage
3 compensation per day when no driving is scheduled.
4

5 **Section 11.7. Small Vehicle Usage.**

6 For student transport involving nine (9) passengers (driver and 8 students), one (1) vehicle may be
7 used by the district. Student transport requirements exceeding the listed criteria shall be assigned
8 transport in a school bus. Should the district fail to have a qualified driver (per district protocol)
9 available for any reason, the association seniority assignment process shall be used to complete the
10 student transport.
11

12 **Section 11.8.**

13 The District will pay the full amount for a Department of Transportation (D.O.T.) physical
14 examination as required by the District or State regulations. The District shall establish an
15 arrangement with a qualified physician to provide required physical examinations for employees, the
16 cost of which would be submitted directly to the District for payment.
17
18
19

20 **ARTICLE XII**

21 **GRIEVANCE PROCEDURE**
22
23

24 **Section 12.1.**

25 A grievance is defined as an alleged occurrence of a specific Article or Section of this Agreement. If any
26 such grievance arises, there shall be no stoppage or suspension of work because of such grievance. Such
27 grievance shall be submitted to the following grievance procedure.
28

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

30 Within (ten) workdays of the alleged occurrence, the employee will present the grievance to
31 his/her immediate supervisor. After presentation of the grievance, the immediate Supervisor
32 shall have ten (10) workdays to give his/her answer in a written letter.
33

34 **Section 12.1 2. STEP TWO. Reduce to Writing-Immediate Supervisor or Personnel
35 Director.**

36 If the grievance is not resolved in STEP ONE, the employee must, within ten (10) workdays of
37 receipt of the immediate Supervisor's response submit to the Supervisor/Personnel Director a
38 signed, written "Statement of Grievance". The "Statement of Grievance" shall name the
39 employee involved, shall give the date of the alleged occurrence of this Agreement, shall state
40 the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged
41 to be misapplied by appropriate reference, shall state the contention of the employee with
42 respect to these provisions, shall indicate the remedy requested, and shall be signed and dated
43 by the employee involved.
44

45 The Supervisor/Personnel Director shall give the employee an answer in writing no later than
46 ten (10) workdays after receipt of the written grievance. If an agreeable disposition is made, all
47 parties to the grievance shall sign it.
48

1 **Section 12.1.3. STEP THREE. Superintendent or Designee.**

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

7
8 **Section. 12.1.4. STEP FOUR.**

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

12
13 The Board will have twenty (20) workdays to render its decision, in writing, to the Association
14 and aggrieved employee. The Board's decision shall be final.

15
16 **Section 12.1.5. STEP FIVE. Arbitration.**

17 If no settlement has been reached within the ten (10) workdays referred to in the preceding
18 subsection, the Association may request that the District consider arbitration in place of court.
19 If agreed by the District, the grievance must be filed within ten (10) workdays of the Board's
20 decision. Any dispute, claim or grievance arising out of or relating to the interpretation or the
21 application of this Agreement shall then be submitted to arbitration under the Voluntary Labor
22 Arbitration Rules of the American Arbitration Association. If mutually agreed, the parties may
23 submit to arbitration under other rules. The parties further agree to accept the arbitrator's
24 award as final and binding upon them.

25
26 **Section 12.1.6.**

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

29
30
31
32 **ARTICLE XIII**

33
34 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

35
36 **Section 13.1.**

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

40
41 **Section 13.1.1.**

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

- 43
44 A. Resignation;
45 B. Discharge for justifiable cause;
46 C. Retirement.

1 **Section 13.2.**

2 Seniority rights shall be effective within the general job classification, as used in this Agreement. An
3 employee who changes job classification, as per Section 1.1., within the bargaining unit shall retain
4 his/her "hire date" with the District notwithstanding; they have acquired a new seniority date in their new
5 classification, but shall not have seniority over employees in a different job classification.
6

7 **Section 13.3.**

8 The employee with the earliest hire date shall have absolute preferential rights regarding layoffs. The
9 employee with the earliest hire date shall have preferential rights regarding vacation periods, special
10 services, promotions, assignments to new or open jobs or positions, when ability and performance are
11 substantially equal with junior employees. If the District determines that seniority rights in the previous
12 sentence should not govern because a junior employee possesses ability and performance substantially
13 greater than a senior employee or senior employees, the District shall set forth in writing to the employee
14 or employees and the Association its reasons why the senior employee or employees have been
15 bypassed.
16

17 **Section 13.3.1.**

18 In the event an open position is not filled by an employee within the general job classification
19 of said open position, the district will interview up to three (3) of the most qualified internal
20 candidates.
21

22 **Section 13.4.**

23 Employees newly hired to the District shall remain on probationary status for a period of time not
24 exceeding six (6) months. Testing for drugs and/or alcohol abuse may be required of all new employees
25 and employees on probationary status.
26

27 **Section 13.5. Layoff.**

28 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
29 District according to layoff ranking. Such employees are to have priority over junior employees and
30 outside applicants, provided that the employee meets the posted job qualifications, in filling an opening
31 in the classification held immediately prior to layoff. Names shall remain on the reemployment list for
32 one (1) year. The District will provide PSE with advance notice and reasonable opportunity to bargain
33 layoffs and/or reductions in hours.
34

35 **Section 13.5.1.**

36 All bumping to avoid layoff is subject to the seniority bypass provisions of Section 13.5. above.
37 The Minimal Displacement Bumping Process will be as follows:
38

39 **Minimal Displacement Bumping Process**

- 40
- 41 1. All bumping to avoid layoff shall be to a lateral or lesser paid position for which the
42 senior employee is qualified.
 - 43 2. In the exercise of seniority rights (bumping), an employee cannot increase his or her
44 regularly scheduled daily hours of work by more than thirty (30) minutes.
45
46
47
48

3. In the event that a senior employee's position is eliminated in connection with a layoff, he or she will not have any right to displace (bump) a junior employee if the District can place the senior employee in an available position that is similar in salary, benefits and general working conditions.
4. In the event that a senior employee's position is eliminated in connection with a layoff and the District cannot place the employee in an available position, the senior employee will have the right to exercise his or her seniority rights through (bumping) into a position that is substantially similar in salary, benefits and general working conditions.
5. The process will begin with the most senior employee that is displaced having the option to choose a position that is less senior. Only the employees that are displaced by position elimination or are bumped by a senior employee will have the option to exercise his or her seniority rights (bumping). Employees not affected by a displacement (bump) will retain their current position.
6. Employees who are currently in bilingual required positions will follow the same process outlined above but will only be able to bump into bilingual required less senior positions. In the event there are no bilingual required positions available, the employee will have the right to bump into a non-bilingual position.
7. This District shall notify all employees who are affected five (5) workdays prior of the time and place of the bid session. All employees shall be supplied a copy of all jobs that are available along with start and end times and a summarized job description. The employee must be present to bid. If an employee is unavailable he/she she must notify the District in writing of their intent to bid by proxy (Classified employee can send a representative in their place with written consent).

Section 13.5.2.

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

Section 13.5.3.

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

ARTICLE XIV

DISCHARGE AND EVALUATION OF EMPLOYEES

Section 14.1.

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

Section 14.2.

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

1 **Section 14.3. Notification to Non-Annual Employees.**

2 This Section is intended to be applicable to those employees whose duties necessarily imply less than
3 twelve (12) months work per year.

4
5 **Section 14.3.1.**

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

8
9 **Section 14.3.2.**

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

12
13 **Section 14.4.**

14 The purpose of the evaluation is to document the District's assessment of the job performance of the
15 employee and also to guide the employee in the performance of his/her duties. Each employee will be
16 evaluated in writing by his/her supervisor/designee no later than June 1st. A copy of the evaluation
17 report(s) will be provided to the employee. The employee will have the opportunity to discuss the
18 completed evaluation report with his/her evaluator. The employee may choose to respond to the
19 evaluation in writing within ten (10) workdays from the date of the evaluation. The written response
20 will be attached to the evaluation and become a part of the employee's personnel file.

21
22
23 **ARTICLE XV**

24
25 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

26
27
28 **Section 15.1. Checkoff.**

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

35
36 **Section 15.2. Representation Fees.**

37 (Reference RCW 41.56.122) No member of the bargaining unit will be required to join the Association,
38 however those employees who are not members*, but are part of the bargaining unit will be required to
39 pay a representation fee to the Association. The amount of the fee shall be determined by the
40 Association. The representation fee shall be regarded as fair compensation and reimbursement to the
41 Association for fulfilling its legal obligation to represent all members of the bargaining unit. (RCW
42 41.56.080 applies fully to this language)

43
44 *Non-members hired prior to the 1991-92 school year are exempted from the Representation Fee.

45
46 In the event that the Representation Fee is regarded by an employee as a violation of their right to non-
47 association, such bona fide objections shall be resolved according to the provisions of RCW 41.56.122,
48 or the Public Employment Relations Commission.

1 **Section 15.3. Political Action Committee.**

2 Once a year during open enrollment (September 1-30) effective October 1 or within thirty (30) days of
3 hire, the District shall, upon receipt of a written authorization form that conforms to legal requirements,
4 deduct from the pay of such bargaining unit employee the amount of contribution the employee
5 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on the
6 Union dues transmittal check. Section 15.1 of the Collective Bargaining Agreement shall apply to these
7 deductions. The employee may revoke the request at any time. At least annually, the employee shall be
8 notified by the PSE state organization about the right to revoke the request.
9
10
11

12 **ARTICLE XVI**

13 **RETIREMENT**

14
15
16 **Section 16.1.**

17 In determining whether an employee subject to this Agreement is eligible for participation in the
18 Washington State Public Employees' Retirement System, the District shall report all hours worked,
19 whether straight time, overtime, or otherwise.
20

21 **Section 16.2.**

22 Employee Retirement Contribution Deferral: The Employee Retirement Contribution to the Public
23 Employees' Retirement System shall be tax deferred in accordance with applicable State rules and
24 regulations.
25
26
27

28 **ARTICLE XVII**

29 **TRANSFER OF EXPERIENCE**

30
31
32 **Section 17.1. Transfer of Experience.**

33 Employees who leave one (1) school district within the State of Washington and commence employment
34 with the Columbia/Burbank School District shall retain the same longevity, leave benefits and other
35 benefits that the employee had in his or her previous position, unless the District's system for computing
36 such benefits differs from that of the previous school district, in which event the transfer employee shall
37 be granted the same longevity, leave benefits and other benefits, as an employee in the District who has
38 similar occupational status and total years of service. Notwithstanding the above, no transfer employee
39 shall retain any seniority rights other than longevity. If a transfer employee is hired into a classification
40 different than the classification held at the previous school district, the transfer employee shall be granted
41 the same longevity, leave benefits and other benefits, as an employee in the District who has similar
42 occupational status and total years of service and were to make such change in classification.
43
44
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48

ARTICLE XVIII
DURATION AND WAGES

Section 18.1.

The term of this Agreement shall be from September 1, 2011 to August 31, 2014.

Section 18.2. Retroactive Pay.

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

Section 18.2.1. Pay Scale.

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

Section 18.3. Incremental Steps.

Where applicable, shall take effect on September 1 of each year during the term of this Agreement; provided, the employee has been actively employed continuously for at least one-half (½) of the previous employment year.

Section 18.4. Longevity.

Effective 9/1/11, employees shall be entitled to receive, in addition to their wages provided for in Schedule A, longevity payments of an additional twenty-five cents (\$0.25) per hour upon the twentieth (20th) year of service with the District. Entitlement to longevity payment commences on September 1st following the employee's twentieth (20th) anniversary of employment, not including time spent as a substitute or temporary employee.

Section 18.5.

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

Section 18.6.

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

*There will be three (3) unspecified reopeners for each party.

**SCHEDULE A
COLUMBIA SCHOOL DISTRICT #400
SEPTEMBER 1, 2011 - AUGUST 31, 2012**

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LEVEL	O	I	II	III	IV
Year Completed	0	1	2	4	6+
<u>Transportation</u>					
Trainer (First Aid/Driver)	\$15.65	\$16.28	\$16.64	\$17.28	\$17.64
Driver	14.07	14.75	15.09	15.72	16.11
Trans/Maint Coordinator	12.85	13.35	14.25	15.18	15.55
Courier	13.08	13.62	14.13	14.49	12.16
<u>Educational Support</u>					
Paraprofessional	11.14	11.76	12.66	13.40	13.75
SLPA	17.10	18.00	18.95	19.95	21.00
Library Technician	11.66	12.31	13.20	13.93	14.28
Home Visitor	14.06	14.70	15.46	16.31	16.68
Security	14.06	14.70	15.46	16.31	16.68
Records Clerk	12.85	13.35	14.25	15.18	15.55
<u>Secretarial</u>					
***Office Manager	12.85	13.35	14.25	15.18	15.55
<u>Custodial/Maintenance</u>					
Maintenance/Custodian	14.06	14.77	16.06	16.98	17.36
Grounds	14.06	14.77	16.06	16.98	17.36
Custodian	11.34	12.15	12.87	13.61	13.97
Assistant Custodian	11.34	12.15	12.87	13.61	13.97
<u>Food Service</u>					
Head Cook	13.19	14.04	14.72	15.38	15.75
Cook. Asst.	11.25	11.82	12.51	13.23	13.59
Food Services Assistant	10.60	11.35	12.01	12.72	13.05

Substitutes will be paid at the "O" step.

Longevity payment of \$0.25 an hour after anniversary of employment of twenty (20) years of service, commencing September 1st.

IN-SERVICE AND EDUCATIONAL STEPS

- A. 15 Credits or 150 clock hours approved by District or pass the Title 1 test - 1% of salary step.
- B. 30 Credits or 300 clock hours approved by District 1½% of salary step.
- C. 60 Credits or 600 clock hours approved by District 3% of salary step.
- D. 90 Credits or 900 clock hours approved by District 6% of salary step.

Employees will be required to submit all transcripts to the Superintendent.

1 **SUPPLEMENTAL INSURANCE POOL**

2
3 The district shall fund twelve-thousand (\$12,000) dollars for the supplemental insurance pool for the 2011-2012
4 school year. If the district reaches the minimum fund balance reserve of five (5%) percent of the General Fund
5 Expenditures (see board policy #6115) between September 1, 2011 and August 31, 2014, the District will
6 contribute an additional two-thousand (\$2,000) dollars into the supplemental insurance pool for each school year
7 the district reaches the five (5%) percent cash reserve. The additional two-thousand (\$2000) dollars will be
8 placed in the pool prior to Sept 1st of the following school year. Maximum insurance pool of fourteen-thousand
9 (\$14,000) dollars per school year.

10
11 **Medication Dispensing:** The District will pay an extra ten (\$0.10) cents an hour for those whose job description
12 includes substantial responsibilities in this area. The Principal of each building is responsible for designating this
13 individual in each building. Those members of the PSE who are designated for training but do not have substantial
14 responsibility will be paid for training above the employees contracted yearly hours. This rate of pay for training
15 will be ten (\$0.10) cents an hour above the employee's regular pay.

16
17 The Transportation/Maintenance Coordinator when required by the Superintendent or designee to carry a radio
18 or cell phone during non-work hours shall receive a minimum of one (1) hour of pay when a phone call is
19 received for business purposes.

20
21 ***Office managers required to perform sub finder work prior to or after their regular workday shall be
22 compensated their regular hourly pay.

23
24 Any employee required by the Superintendent or designee to use a personal vehicle shall be reimbursed at the
25 current government mileage rate, with compensation beginning from school to destination.

26
27 Employees shall be accredited with clock hours when approved by the Superintendent or designee.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

COLUMBIA/BURBANK CHAPTER

BY: _____
Bob Crater, Chapter President

DATE: _____

COLUMBIA SCHOOL DISTRICT #400

BY: _____
Lou Gates, Superintendent

DATE: _____

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

Employee's Name: _____ Date: _____

Position: _____ Dept/School: _____

Evaluation Period: _____ through _____

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

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

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

Specific Instances of #1: _____

Suggestions for Improvement: _____

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

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

Specific Instances of #1: _____

Suggestions for Improvement: _____

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

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

Specific Instances of #1: _____

Suggestions for Improvement: _____

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

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

Specific Instances of #1: _____

Suggestions for Improvement: _____

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

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

Specific Instances of #1: _____

Suggestions for Improvement: _____

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

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

Specific Instances of #1: _____

Suggestions for Improvement: _____

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

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

Specific Instances of #1: _____

Suggestions for Improvement: _____

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

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

Specific Instances of #1: _____

Suggestions for Improvement: _____

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

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

Specific Instances of #1: _____

Suggestions for Improvement: _____

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

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

Specific Instances of #1: _____

Suggestions for Improvement: _____

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

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

Specific Instances of #1: _____

Suggestions for Improvement: _____

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

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

Specific Instances of #1: _____

Suggestions for Improvement: _____

STATEMENT ON OVERALL PERFORMANCE AND RECOMMENDATIONS:

(Required to be completed by evaluator)

EMPLOYEE COMMENTS:

(Optional)

Evaluator(s) Signature

Date

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

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

Signature of Employee being Evaluated

Date

Reviewed By Management Signature

Date

cc: Employee
Evaluator(s)
Personnel Office File

1 LETTER OF AGREEMENT

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4 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE
5 FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF
6 WASHINGTON / SEIU LOCAL 1948, COLUMBIA/BURBANK CHAPTER AND COLUMBIA
7 SCHOOL DISTRICT # 400. THIS AGREEMENT IS ENTERED INTO PURSUANT TO
8 ARTICLE XVIII, SECTION 18.4 OF THE CURRENT COLLECTIVE BARGAINING
9 AGREEMENT.

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13 As part of the Washington State 2011-13 Operating Budget, the classified staff funding to school
14 districts was reduced by 1.9% for the 2011-2012 and 2012-2013 school years. In order to help
15 recuperate the loss the parties have agreed to the following:

- 16
17
18 1. PSE employees will be paid to attend the in-district waiver day prior to the first student day
19 of the year. The two (2) waiver days during the student year will be optional. The
20 employee will either fulfill all their hours during the in-district waiver day, or not attend.
21 For planning purposes, the employee will notify his/her supervisor one (1) week in advance
22 if he/she will be attending a waiver day. For the two (2) in-district waiver days of the year,
23 no leave (sick, vacation) will be used if the employee is not in attendance.
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29 This Letter of Agreement shall become effective upon signatures of both parties, shall remain in effect
30 until August 31, 2013, and shall be attached to the current Collective Bargaining Agreement.
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35 PUBLIC SCHOOL EMPLOYEES OF
36 WASHINGTON / SEIU LOCAL 1948

37
38 COLUMBIA /BURBANK CHAPTER

COLUMBIA SCHOOL DISTRICT #400

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42 BY: _____
43 Bob Crater, Chapter President

BY: _____
Lou Gates, Superintendent

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46 DATE: _____

DATE: _____

