

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**COLUMBIA SCHOOL DISTRICT #400**

AND

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

SEPTEMBER 1, 2014 - AUGUST 31, 2017



**Public School Employees Of Washington / SEIU Local 1948**

P.O. Box 798

Auburn, WA 98071-0798

1-866-820-5652

## TABLE OF CONTENTS

		<u>Page</u>
PREAMBLE		1
ARTICLE I	RECOGNITION	1
ARTICLE II	MANAGEMENT RIGHTS	1
ARTICLE III	RIGHTS OF THE EMPLOYEES	2
ARTICLE IV	RIGHTS OF THE ASSOCIATION	4
ARTICLE V	APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	5
ARTICLE VI	LABOR MANAGEMENT COMMITTEE	5
ARTICLE VII	LEAVES	6
ARTICLE VIII	VACATIONS	8
ARTICLE IX	HOLIDAYS	9
ARTICLE X	INSURANCE	10
ARTICLE XI	HOURS OF WORK AND OVERTIME	11
ARTICLE XII	GRIEVANCE PROCEDURE	15
ARTICLE XIII	PROBATION, SENIORITY AND LAYOFF PROCEDURES	16
ARTICLE XIV	DISCHARGE AND EVALUATION OF EMPLOYEES	19
ARTICLE XV	ASSOCIATION MEMBERSHIP AND CHECKOFF	19
ARTICLE XVI	RETIREMENT	20
ARTICLE XVII	TRANSFER OF EXPERIENCE	20
ARTICLE XVIII	DURATION AND WAGES	21
SIGNATURE PAGE		23
SCHEDULE A		24-25
EMPLOYEE EVALUATION (attached)		

Memorandum of Understanding – Insurance (attached)  
Letter of Agreement – job posting – Head Cook (attached)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12

**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").

13  
14  
15  
16  
17  
18  
19  
20  
21  
22

**A R T I C L E   I**

23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33

**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.

34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44

**A R T I C L E   I I**

45  
46  
47  
48

**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  
3 accident or follow-up before return to duty.

4  
5  
6  
7 **ARTICLE III**  
8  
9 **RIGHTS OF EMPLOYEES**

10  
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. Disciplinary material contained in the file shall, upon request, be removed two (2)  
40 years 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

19 **Substitute Employee.** - Is one who is employed sporadically to fill a position of a full-time, regular  
20 or temporary classified employee in an existing position. A substitute employee who works one-  
21 sixth (1/6<sup>th</sup>) of a normal academic year in any one (1) year or preceding year, will be  
22 represented for wages as outlined in Schedule A and will have no other contractual benefits as per  
23 (WAC 391-35-350).  
24

25 **Temporary Employee.** - Any time a regular position is known to be vacated for forty (40)  
26 consecutive workdays, it shall become a temporary position and shall be posted indicating the  
27 approximate duration listed on the posting. Regular employees may apply and will be assigned  
28 according to Article XIII, Section 13.3. If a regular employee fills the temporary position, his/her  
29 position will be posted as a temporary position and filled by a qualified regular employee or a  
30 substitute. In no case will more than two (2) employees be allowed to change positions. Any  
31 subsequent employee's position will not be posted, but will be filled by a substitute.  
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, benefits will  
39 only be paid to one (1) employee per position.  
40  
41  
42  
43  
44  
45  
46  
47  
48

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**ARTICLE 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.  
6  
7

8  
9 **ARTICLE V**

10  
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.  
29  
30  
31

32 **ARTICLE VI**

33  
34 **LABOR MANAGEMENT COMMITTEE**

35  
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.  
40

41 **Section 6.1.1.**

42 The District will provide suitable space and a mutually agreeable time to conduct such meetings.  
43  
44  
45  
46  
47  
48

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

## ARTICLE 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) days leave per occurrence in one (1) contract year may be authorized. This leave may be taken  
4 intermittently within one (1) year of occurrence, with approval from Superintendent. Immediate family  
5 includes mother, father, spouse, son, daughter, brother, brother-in-law, sister, sister-in-law, mother-in-  
6 law, or father-in-law, grandchild, aunt or uncle, grandparent, niece, nephew, step-children, step-mother,  
7 step-father, son-in-law, daughter-in-law, or a person living in the same household as the employee. The  
8 District retains the right to require the employee to supply proof of death and/or relationship of  
9 descendent as well as justification or time required for bereavement related activities. Paid leave for  
10 bereavement will require prior approval. The Superintendent or designee shall exercise discretion in  
11 granting paid bereavement leave that is not covered above, such as a close personal friend or co-worker.  
12

13 **Section 7.4. Personal Leave Days.**

14 Two (2) paid leave days shall be granted for an employee's absence when a personal situation arises,  
15 provided a substitute can be secured. These two (2) days per year (first contracted day to the June  
16 payroll date) are separate from sick leave and bereavement leave. Employees may use one (1) day of  
17 personal leave in hourly increments. Employees not using their personal leave shall be able to cash out  
18 any remaining personal leave days, at the employee's current rate of pay, to be paid in June of each  
19 school year, provided that the employee has not used emergency leave. Unused personal days may be  
20 carried over to the next year up to a maximum of five (5) days. The employee may choose to convert  
21 two (2) days of personal leave to sick leave at the conclusion of the school year rather than cash-out  
22 the days. Employees who have completed fifteen (15) years of service with the District will be given a  
23 third (3<sup>rd</sup>) personal day.  
24

25 **Section 7.4.1. Incentive Day.**

26 Each employee with ten (10) years or more of continuing service to the district shall be granted  
27 one (1) day of incentive leave to be deducted from sick leave. The incentive day may not be  
28 cashed out or carried over to the following year.  
29

30 **Section 7.5. Paid Leave for Maternity/Paternity.**

31 Paid leave may be applied to absence caused by childbirth and the employee's recovery from childbirth;  
32 provided that the employee shall be required to produce a physician's statement that such leave is  
33 necessary. The employee must notify the District in writing of the employee's beginning of absence and  
34 the intended day of return to work. The employee may be required to coordinate the return to work with  
35 the employee's physician and the Superintendent. An employee who has exhausted paid leave because of  
36 childbirth and/or recovery from childbirth may apply for an unpaid leave of absence in accordance with  
37 unpaid leaves contained in this Agreement.  
38

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

40 An employee may be granted a leave of absence without pay for up to one (1) year. A second (2nd) year  
41 may be granted for reasons of extended illness or disability with proof of a letter from a certified  
42 medical provider. Such leave may be granted after the employee has made a written statement  
43 specifying the reasons for the requested leave without pay and the intended date of return to employment  
44 with the District. The District retains all rights in granting or not granting a leave of absence without  
45 pay.  
46

47 An employee who fails to return to work on the stated day of return shall forfeit all claims to  
48 employment with the District except that leave may be extended upon written application by the person

1 on leave and the express approval by the Superintendent. If a position of employment is open at the time  
2 an employee returns from leave of absence and the employee is qualified to fill such position, the District  
3 will offer the returning person the position; or similar to the position left by the employee at the time the  
4 leave of absence was begun.

5  
6 **Section 7.7. Jury Leave.**

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

12  
13 **Section 7.8. Family Leave.**

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

30  
31  
32  
33 **ARTICLE VIII**

34  
35 **VACATIONS**

36  
37 **Section 8.1.**

38 Full-time, twelve (12) month employees are entitled to ten (10) days of vacation each year. Twelve (12)  
39 month employees working less than twelve (12) months in a contract year and/or working less than full-  
40 time during the contract year shall receive a prorated number of vacation days and hours. Full-time for  
41 purposes of vacation shall mean a regular eight (8) hour shift. Such vacation shall be taken at a time(s)  
42 approved by the Superintendent or his designee. With the Superintendent's approval one (1) week of  
43 vacation may be carried over to the next year. All twelve (12) month employees shall receive one (1)  
44 additional day or prorated day of paid vacation for each year worked after five (5) years of service with  
45 the District, beginning with the sixth (6<sup>th</sup>) year, to a maximum of twenty (20) days or twenty (20)  
46 prorated days.

1 **Section 8.2.**

2 Vacations for eligible employees shall be scheduled at the request of the employee and with approval of  
3 the supervisor. Eligible employees with the greatest seniority shall be entitled to preference as to dates of  
4 vacation. Vacations must be scheduled in a manner so as not to disrupt the normal activities of the  
5 District.  
6

7 Employees who have earned more than three (3) weeks vacation may take an additional week following  
8 the annual two (2) week shutdown. All other employees shall take two (2) weeks vacation during the  
9 two (2) week shutdown, and the remainder of their vacation, during either Christmas break, spring break  
10 or as mutually agreed to by the employee and the supervisor.  
11  
12

13 **ARTICLE IX**

14 **HOLIDAYS**

15  
16  
17  
18 **Section 9.1.**

19 Full-time, twelve (12) month employees are entitled to the following paid holidays that occur during the  
20 employee's work year: If the holiday falls on a Sunday, Monday will be the designated holiday. If the  
21 holiday falls on a Saturday, then Friday will be the designated holiday.  
22

- |                              |                           |
|------------------------------|---------------------------|
| 23 1. Labor Day              | 7. Martin Luther King Day |
| 24 2. Veterans' Day          | 8. Presidents' Day        |
| 25 3. Thanksgiving Day       | 9. Memorial Day           |
| 26 4. Day after Thanksgiving | 10. Fourth of July        |
| 27 5. Christmas Day          | 11. Day before Christmas  |
| 28 6. New Year's Day         | 12. Day after Christmas   |

29  
30 **Section 9.1.1. Worked Holidays.**

31 Employees who are required to work on the above described holidays shall receive the pay due  
32 them for the holiday, plus twice their base rate for all hours worked on such holidays.  
33

34 **Section 9.1.2. Holidays During Vacation.**

35 Should a holiday occur while an employee is on vacation, the employee shall be allowed to  
36 take one extra day of vacation with pay in lieu of the holiday as such.  
37

38 **Section 9.2.**

39 Less than full-time employees shall receive the following paid holidays that fall within their work year:  
40

- |                              |                           |
|------------------------------|---------------------------|
| 41 1. Labor Day              | 6. Day after Christmas    |
| 42 2. Veterans' Day          | 7. New Year's Day         |
| 43 3. Thanksgiving Day       | 8. Martin Luther King Day |
| 44 4. Day after Thanksgiving | 9. Memorial Day           |
| 45 5. Christmas Day          |                           |

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

## ARTICLE X

### INSURANCE

**Section 10.1.**

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

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

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

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

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

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

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

**Section 10.2.**

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

1       **Section 10.2.1.**

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

4  
5  
6  
7                                   **ARTICLE XI**

8  
9                                   **HOURS OF WORK AND OVERTIME**

10  
11       **Section 11.1. Hours of Work.**

12       All classified employees shall be assigned in advance to a definite shift with designated times of  
13       beginning and ending, such shift shall not be changed without two (2) weeks written notice to the  
14       employee.

15  
16       **Section 11.1.1.**

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

21  
22       **Section 11.1.2.**

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

25  
26       **Section 11.1.3.**

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

28  
29       **Section 11.1.4.**

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

33  
34       **Section 11.2. Job Postings.**

35       The district shall notify the Association President within three (3) business days when any newly  
36       created position or temporary position occurs within the bargaining unit or positions are vacated.  
37       Following notification of said position, it shall be posted in district within five (5) business days. A  
38       posting must remain in district for five (5) workdays prior to posting outside of district, unless waived  
39       by the Association President or his/her designee. A position may increase fifteen (15) minutes without  
40       posting after notification to the Association President. Should the position increase sixteen (16)  
41       minutes or more within a given school year, the position will be reposted. No position shall be  
42       increased more than once (1) within a given school year under fifteen (15) minutes without having to  
43       post the extra time.

44  
45       **Section 11.3.**

46       In the event of an unusual school closure or delay due to inclement weather, plant in operation, or the  
47       like, the District will notify local radio stations by 6:00 a.m. In the event the District fails to make the  
48       above notification, employees reporting to work shall receive a minimum of two (2) hours pay at base

1 rate. The Superintendent or designee will be responsible for directing buses in outlying areas due to  
2 inclement weather.

3  
4 **Section 11.3.1.**

5 In the event of a delayed start as per Article XI, Section 11.3., above, the employee(s) in the  
6 Transportation, Secretarial, Educational Support and Food Service classifications shall notify  
7 supervisor or designee of intention to come in and work a minimum of thirty (30) minutes with  
8 supervisor's or designee's approval or the employee may accept a deduction of pay for the un-  
9 worked hours.

10  
11 **Section 11.4.**

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

16  
17 **Section 11.4.1.**

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

21  
22 **Section 11.5. Overtime.**

23 All hours worked in excess of forty (40) hours per workweek, shall be compensated at the rate of one and  
24 one-half (1½) times the employee's base hourly rate, if approved by the Superintendent or designee. The  
25 employee shall have the option of having the time computed as comp time or as pay at one and one-half  
26 (1½) the base rate, in accordance with the Fair Labor Standards Act. (FLSA)

27  
28 **Section 11.5.1.**

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

32  
33 **Section 11.6. Transportation Provisions.**

34  
35 **Section.11.6.1. Definitions for Transportation Personnel.**

36 Route: – combined am & pm routes.

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

38  
39 **Section 11.6.2. Bid Fair Process.**

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

- 42  
43 1. Prior to the regular route bidding date the Transportation Supervisor, Maintenance and  
44 Transportation Coordinator, shall meet with drivers to discuss the process and all written  
45 information to be included in the route bidding. At this time any pending routes shall be  
46 disclosed. Also, any operational practice changes by management shall be presented and  
47 discussed by drivers.  
48

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46
- 47
- 48
2. Each driver will have fifteen (15) minutes paid time to bid. The route times will be posted two (2) workdays prior to bid fair. These times are inclusive of all routes and clean up time. Each route shall be posted with estimated hours and mapping.
3. Bidding shall commence with the senior driver and continue by seniority until complete. No driver may bid for another driver; if an emergency situation arises where the employee is unable to bid, both the District and the Association will meet to discuss the process. All efforts shall be made to accommodate current driving schedules. No driver may bid routes that have schedule conflicts. Should a route not be bid upon, it will be assigned by the transportation supervisor and assigned to the least senior person.
4. Once bidding is complete drivers shall begin new route assignments the following Monday after bidding.
5. Management may adjust bus assignment throughout the year based on route composition, or special needs of drivers/students.
6. On completion of bidding the Transportation and Maintenance Coordinator shall provide the association with all information for the current year and post in area visible for all to see.

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

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

**Section 11.6.4.**

Extra trips shall be assigned on a seniority basis to regular drivers who have not exceeded the forty (40) hour per week limit. Shall no senior employee elect to take such extra trips, the least junior employee shall be assigned the extra trip. Hours worked in any classification within the District are included in the forty (40) hour maximum. If the supervisor approves, drivers will be allowed to vacate regular routes to stay below the forty (40) hour limit. The District shall have the option to charter the following: All school sponsored trips over one-hundred-twenty (120) miles except when those trips are scheduled for Saturdays or non-school days. Further, the District may charter all trips to state tournaments.

**Section 11.6.5.**

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

1  
2 **Section 11.6.6.**

3 Assignments shall be established by the District in relation to bus routes and time requisite to  
4 fulfilling tasks assigned by the Superintendent or his designee; provided, however, that no bus  
5 route or extra trips shall consist of less than one (1) hour. The fifteen (15) minute pre-trip is a  
6 part of the one (1) hour guarantee. Trips over forty-five (45) minutes will be paid at a  
7 minimum of one (1) hour and fifteen (15) minutes. If there is less than thirty (30) minutes  
8 layover time between assignments, the employee's shift shall continue uninterrupted.  
9

10 **Section 11.6.7.**

11 Drivers shall be compensated for show-up time of two (2) hours on weekdays and three (3)  
12 hours on weekends when previous notice was not given on a canceled assignment.  
13

14 If two (2) or more buses go on a trip to one location, the drivers shall be notified before the trip  
15 starts if one (1) bus is returning early.  
16

17 **Section 11.6.8.**

18 Drivers shall be allowed fifteen (15) minutes per run as pre-trip time as provided by State law.  
19 Additional time shall be allotted due to unusual conditions as approved by the Superintendent  
20 or designee. This time shall be paid at the driver's current rate.  
21

22 **Section 11.6.9.**

23 Drivers shall be allowed thirty (30) minutes per day for regular runs and thirty (30) minutes per  
24 extra trip for clean-up. This time shall be paid at the driver's current driving rate. Provided  
25 further, that drivers shall be paid for one (1) hour of driving time to pick up and deliver District  
26 vehicle to the service facility, as approved by the Superintendent or designee.  
27

28 **Section 11.6.10.**

29 Employees called back on a regular workday shall receive no less than two (2) hours pay at the  
30 appropriate rate. Time worked in excess of two (2) hours under such conditions shall be  
31 rounded to the nearest quarter (¼) hour.  
32

33 **Section 11.6.11.**

34 Events that require out of town and overnight stays shall be preliminarily posted with the  
35 transportation department ten (10) school days prior to scheduled departure, allowing drivers to  
36 review scheduling and assure driver availability.  
37

38 A driver or drivers assigned these events shall be compensated for all hours driving. Drivers  
39 shall be provided their own motel room and the current per diem rate for meals according to  
40 board policy. Any driver required to transport students and chaperones to different locations  
41 during these events shall receive drivers wage while waiting for return transport to original  
42 location of departure. Drivers on said trip shall also be given eight (8) hours of drivers wage  
43 compensation per day when no driving is scheduled.  
44

45 **Section 11.7. Small Vehicle Usage.**

46 For student transport involving nine (9) passengers (driver and 8 students), one (1) vehicle may be  
47 used by the district. Student transport requirements exceeding the listed criteria shall be assigned  
48 transport in a school bus. Should the district fail to have a qualified driver (per district protocol)



1 available for any reason, the association seniority assignment process shall be used to complete the  
2 student transport.

3  
4 **Section 11.8.**

5 The District will pay the full amount for a Department of Transportation (D.O.T.) physical  
6 examination as required by the District or State regulations. The District shall establish an  
7 arrangement with an examiner on the national registry of "Certified Medical Examiners" as per OSPI  
8 in the May 2014, State of Washington Driver's Handbook to provide required examinations for  
9 employees, the cost of which would be submitted directly to the District for payment.

10  
11 The District shall reimburse up to three (3) substitute bus driver physicals annually, after they have  
12 completed twenty (20) workdays.

13  
14 **Section 11.9.**

15 The District agrees to pay up to one-hundred and fifty (\$150) dollars toward any license and or  
16 certification that is required for the position. These licenses and certifications are as follows: Food  
17 Handler's Permit, CDL renewals, Driver Trainer Certification, Pesticide License, license renewal for  
18 SLPA and First Aide Instructor's Certification as required for the position. Excluding these is  
19 employee's personal driver's license.

20  
21  
22 **ARTICLE XII**

23  
24 **GRIEVANCE PROCEDURE**

25  
26  
27 **Section 12.1.**

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

31  
32 **Section 12.1.1. STEP ONE. Informal meeting with Immediate Supervisor.**

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

36  
37 **Section 12.1 2. STEP TWO. Reduce to Writing-Immediate Supervisor or Personnel  
38 Director.**

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

1 The Supervisor/Personnel Director shall give the employee an answer in writing no later than  
2 ten (10) workdays after receipt of the written grievance. If an agreeable disposition is made, all  
3 parties to the grievance shall sign it.  
4

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

6 If the grievance is not resolved in STEP TWO, it must be submitted within ten (10) workdays  
7 to the Superintendent or designee. The grievant employee, along with a representative of the  
8 Association shall meet within a reasonable time, not to exceed ten (10) workdays in an attempt  
9 to resolve the matter. If an agreeable disposition is made, all parties to the grievance shall sign  
10 it.  
11

12 **Section 12.1.4. STEP FOUR. School Board.**

13 If a satisfactory disposition of the grievance is not made as a result of the meeting provided in  
14 STEP THREE, above, either party shall have the right to file said grievance with the Secretary  
15 of the Board within ten (10) workdays of the meeting provided in STEP THREE.  
16

17 The Board will have twenty (20) workdays to render its decision, in writing, to the Association  
18 and aggrieved employee. The Board's decision shall be final.  
19

20 **Section 12.1.5. STEP FIVE. Arbitration.**

21 If no settlement has been reached within the ten (10) workdays referred to in the preceding  
22 subsection, the Association may request that the District consider arbitration in place of court.  
23 If agreed by the District, the grievance must be filed within ten (10) workdays of the Board's  
24 decision. Any dispute, claim or grievance arising out of or relating to the interpretation or the  
25 application of this Agreement shall then be submitted to arbitration under the Voluntary Labor  
26 Arbitration Rules of the American Arbitration Association. If mutually agreed, the parties may  
27 submit to arbitration under other rules. The parties further agree to accept the arbitrator's  
28 award as final and binding upon them.  
29

30 **Section 12.1.6.**

31 The cost of the Arbitrator, including expenses shall be shared equally by the parties. Any other  
32 expenses shall be borne by the party incurring said expense.  
33  
34  
35

36 **ARTICLE XIII**

37  
38 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**  
39

40 **Section 13.1.**

41 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
42 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost  
43 as hereinafter provided.  
44

45 **Section 13.1.1.**

46 The seniority rights of an employee shall be lost for the following reasons:  
47

48 A. Resignation;

- B. Discharge for justifiable cause;
- C. Retirement.

**Section 13.2.**

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

**Section 13.2.1. Seniority Ties.**

Ties shall be broken in the following manner; application date and time, then by drawing lots.

**Section 13.3.**

The employee with the earliest hire date shall have absolute preferential rights regarding layoffs. The employee with the earliest hire date shall have preferential rights regarding vacation periods, special services, promotions, assignments to new or open jobs or positions, when ability and performance are substantially equal with junior employees. If the District determines that seniority rights in the previous sentence 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 to the employee or employees and the Association its reasons why the senior employee or employees have been bypassed.

**Section 13.3.1.**

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

**Section 13.4.**

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

**Section 13.5. Layoff.**

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to seniority ranking per classification. Such employees are to have priority over junior employees and outside applicants, provided that the employee meets the posted job qualifications, in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for one (1) year. The District will provide PSE with advance notice and reasonable opportunity to bargain layoffs and/or reductions in hours. The District shall send a certified letter or obtain the signature and date of an employee being offered reemployment. If an employee on layoff status rejects an offer of reemployment, or who fails to respond within ten (10) calendar days of the date of the offer, forfeits seniority and all other accrued benefits, including reemployment rights; provided that such employee is offered a position substantially equal in salary, benefits, and general working conditions.

1           **Section 13.5.1.**

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

4  
5           Minimal Displacement Bumping Process

- 6  
7           1. All bumping to avoid layoff shall be to a lateral or lesser paid position for which the  
8           senior employee is qualified.  
9           2. In the exercise of seniority rights (bumping), an employee cannot increase his or her  
10           regularly scheduled daily hours of work by more than thirty (30) minutes.  
11           3. In the event that a senior employee's position is eliminated in connection with a layoff,  
12           he or she will not have any right to displace (bump) a junior employee if the District can  
13           place the senior employee in an available position that is similar in salary, benefits and  
14           general working conditions.  
15           4. In the event that a senior employee's position is eliminated in connection with a layoff  
16           and the District cannot place the employee in an available position, the senior employee  
17           will have the right to exercise his or her seniority rights through (bumping) into a  
18           position that is substantially similar in salary, benefits and general working conditions.  
19           5. The process will begin with the most senior employee that is displaced having the  
20           option to choose a position that is less senior. Only the employees that are displaced by  
21           position elimination or are bumped by a senior employee will have the option to  
22           exercise his or her seniority rights (bumping). Employees not affected by a  
23           displacement (bump) will retain their current position.  
24           6. Employees who are currently in bilingual required positions will follow the same  
25           process outlined above but will only be able to bump into bilingual required less senior  
26           positions. In the event there are no bilingual required positions available, the employee  
27           will have the right to bump into a non-bilingual position.  
28           7. This District shall notify all employees who are affected five (5) workdays prior of the  
29           time and place of the bid session. All employees shall be supplied a copy of all jobs that  
30           are available along with start and end times and a summarized job description. The  
31           employee must be present to bid. If an employee is unavailable he/she she must notify  
32           the District in writing of their intent to bid by proxy (Classified employee can send a  
33           representative in their place with written consent).

34  
35           **Section 13.5.2.**

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

39  
40           **Section 13.5.3.**

41           Employees on layoff status shall file their addresses, phone number and email address (if  
42           applicable) in writing with the personnel office of the District and shall thereafter promptly  
43           advise the District in writing of any change of address. Employees, who refuse employment  
44           during their one (1) year in the re-employment pool, will be dropped from the pool.  
45  
46  
47  
48

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

ARTICLE 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.

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

This Section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) month's work per year.

**Section 14.3.1.**

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

**Section 14.3.2.**

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

**Section 14.4.**

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

ARTICLE XV

ASSOCIATION MEMBERSHIP AND CHECKOFF

**Section 15.1. Checkoff.**

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

1 **Section 15.2. Representation Fees.**

2 (Reference RCW 41.56.122) No member of the bargaining unit will be required to join the Association,  
3 however those employees who are not members\*, but are part of the bargaining unit will be required to  
4 pay a representation fee to the Association. The amount of the fee shall be determined by the  
5 Association. The representation fee shall be regarded as fair compensation and reimbursement to the  
6 Association for fulfilling its legal obligation to represent all members of the bargaining unit. (RCW  
7 41.56.080 applies fully to this language)

8  
9 \*Non-members hired prior to the 1991-92 school year are exempted from the Representation Fee.

10  
11 In the event that the Representation Fee is regarded by an employee as a violation of their right to non-  
12 association, such bona fide objections shall be resolved according to the provisions of RCW 41.56.122,  
13 or the Public Employment Relations Commission.

14  
15 **Section 15.3. Political Action Committee.**

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

23  
24  
25  
26 **ARTICLE XVI**

27  
28 **RETIREMENT**

29  
30 **Section 16.1.**

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

34  
35 **Section 16.2.**

36 Employee Retirement Contribution Deferral: The Employee Retirement Contribution to the Public  
37 Employees' Retirement System shall be tax deferred in accordance with applicable State rules and  
38 regulations.

39  
40  
41  
42 **ARTICLE XVII**

43  
44 **TRANSFER OF EXPERIENCE**

45  
46 **Section 17.1. Transfer of Experience.**

47 Employees who leave one (1) school district within the State of Washington and commence employment  
48 with the Columbia/Burbank School District shall retain the same longevity, leave benefits and other

1 benefits that the employee had in his or her previous position, unless the District's system for computing  
2 such benefits differs from that of the previous school district, in which event the transfer employee shall  
3 be granted the same longevity, leave benefits and other benefits, as an employee in the District who has  
4 similar occupational status and total years of service. Notwithstanding the above, no transfer employee  
5 shall retain any seniority rights other than longevity. If a transfer employee is hired into a classification  
6 different than the classification held at the previous school district, the transfer employee shall be granted  
7 the same longevity, leave benefits and other benefits, as an employee in the District who has similar  
8 occupational status and total years of service and were to make such change in classification.

## 11 12 ARTICLE XVIII

### 13 14 DURATION AND WAGES

#### 15 16 **Section 18.1.**

17 The term of this Agreement shall be from September 1, 2014 to August 31, 2017.

#### 18 19 **Section 18.2. Retroactive Pay.**

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

##### 22 23 **Section 18.2.1. Pay Scale.**

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

#### 26 27 **Section 18.3. Incremental Steps.**

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

#### 31 32 **Section 18.4. Longevity.**

33 The District agrees to longevity payments of ten (10) cents an hour for years 10, 15, 20, 25, 30 and 35  
34 years of service. Employees shall receive ten (10) cents for each of the longevity steps they have  
35 completed. This sunsets on August 31, 2015. This language will be bargained by August 15, 2015. If  
36 the parties are unable to reach an agreement at that time the language will revert back to the former  
37 contract language:

38  
39 Longevity payment of .25 cents an hour after anniversary of employment of twenty (20) years  
40 commencing September 1<sup>st</sup>.

#### 41 42 **Section 18.5.**

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

1 **Section 18.6.**

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

8  
9 \*There will be three (3) optional reopeners for each party.

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

COLUMBIA/BURBANK CHAPTER

COLUMBIA SCHOOL DISTRICT #400

BY: Signed by  
Bob Crater, Chapter President

BY: Signed by  
Lou Gates, Superintendent

DATE: November 6, 2014

DATE: November 6, 2014

**SCHEDULE A  
COLUMBIA SCHOOL DISTRICT #400  
SEPTEMBER 1, 2014 - AUGUST 31, 2015**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

<b>LEVEL</b>	<b>0</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
<b>Year Completed</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>6+</b>
<b><u>Transportation</u></b>					
Trainer (First Aid/Driver)	\$15.68	\$16.31	\$16.67	\$17.31	\$17.77
Driver	14.10	14.78	15.12	15.75	16.24
Trans/Maint Coordinator	12.88	13.38	14.28	15.21	15.68
Courier	12.19	13.11	13.65	14.16	14.62
<b><u>Educational Support</u></b>					
Paraprofessional	11.17	11.79	12.69	13.43	13.88
SLPA	17.13	18.03	18.98	19.98	21.13
Library Technician	11.69	12.34	13.23	13.96	14.41
Home Visitor	14.09	14.73	15.49	16.34	16.81
Records Clerk	12.88	13.38	14.28	15.21	15.68
<b><u>Secretarial</u></b>					
***Office Manager	12.88	13.38	14.28	15.21	15.68
<b><u>Custodial/Maintenance</u></b>					
Maintenance/Custodian	14.09	14.80	16.09	17.01	17.49
Grounds	14.09	14.80	16.09	17.01	17.49
Custodian	11.37	12.18	12.90	13.64	14.10
<b><u>Food Service</u></b>					
Head Cook	13.22	14.07	14.75	15.41	15.88
Cook Assistant	11.28	11.85	12.54	13.26	13.72
Food Services Assistant	10.63	11.38	12.04	12.75	13.18

Substitutes will be paid at the "0" step.

Longevity = \$0.10 @ 10 years, \$0.20 @ 15 years, \$0.30 @ 20 years, \$0.40 @ 25 years, \$0.50 @ 30 years, \$0.60 @ 35 years, commencing September 1<sup>st</sup>.

**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 1.5% 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 The district shall fund twelve-thousand (\$12,000) dollars for the supplemental insurance pool for the school  
3 year. If the district reaches the minimum fund balance reserve of five (5%) percent of the General Fund  
4 Expenditures (see board policy #6115) between September 1, and August 31, the District will contribute an  
5 additional two-thousand (\$2,000) dollars into the supplemental insurance pool for each school year the district  
6 reaches the five (5%) percent cash reserve. The additional two-thousand (\$2000) dollars will be placed in the  
7 pool prior to Sept 1<sup>st</sup> of the following school year. Maximum insurance pool of fourteen-thousand (\$14,000)  
8 dollars per school year.

9  
10 **Medication Dispensing:** The District will pay Office Managers an extra twenty (\$0.20) cents an hour for those  
11 whose job description includes substantial responsibilities in this area. The Principal of each building is responsible  
12 for designating this individual in each building. Those members of the PSE who are designated for training but do  
13 not have substantial responsibility will be paid for training above the employees contracted yearly hours. This rate  
14 of pay for training will be ten (\$0.10) cents an hour above the employee's regular pay.

15  
16 The Transportation/Maintenance Coordinator when required by the Superintendent or designee to carry a radio  
17 or cell phone during non-work hours shall receive a minimum of one (1) hour of pay when a phone call is  
18 received for business purposes.

19  
20 \*\*\*Office managers required to perform sub finder work prior to or after their regular workday shall be  
21 compensated their regular hourly pay.

22  
23 In the absence of the Transportation/Maintenance Coordinator, the District shall assign the work to the most  
24 senior employee interested.

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

28  
29 Employees shall be accredited with clock hours when approved by the Superintendent or designee.

30  
31 When filling the position of Head Cook, a hiring committee will be established that consists of no more than six (6)  
32 committee members. Fifty percent (50%) of these committee members shall be from PSE. Shall the committee be  
33 unable to come to a consensus the Superintendent shall be the tie breaker. This process does not negate the  
34 grievance process.

**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 MEMORANDUM OF UNDERSTANDING

2  
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING  
4 AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL  
5 1948 COLUMBIA BURBANK CHAPTER AND THE COLUMBIA BURBANK SCHOOL  
6 DISTRICT #400 THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII  
7 SECTION 18.6 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

8  
9 The following agreement has been entered into during school year, September 1, 2014 - August 31, 2015,  
10 The District and Association agree to the following provisions in order to make a good faith effort to  
11 comply with 2012 Washington Law (ESSB 5940).

- 12  
13 1. Subject needed, such as employees may select from at least one qualified high-deductible  
14 health plan (HDHP) and health savings account (HSA). The employee can contribute to the  
15 HSA account to the federal maximum amount, Should the employee choose the high  
16 deductible plan they will not be able to utilize the Flex 125 or VEBA plans for out of pocket  
17 medical costs.  
18  
19 2. Each employee who elects medical coverage must pay a minimum of one dollar (\$1.00) out  
20 of pocket monthly; this amount will be collected and placed into the insurance pool for out  
21 of pocket premium costs above the minimum.  
22  
23 3. Both parties agree to meet on or before May 1, 2015 to either extend or amend this MOU  
24 for an additional year.  
25  
26 4. The District agrees to pool the funds in the insurance pool February 15, 2014 in addition to the  
27 pooling that occurs per Article X, Section 10.1.  
28  
29  
30

31 This Memorandum of Understanding shall be in effect November 1, 2014 and shall remain in effect  
32 until October 31, 2015.

33  
34  
35 PUBLIC SCHOOL EMPLOYEES OF  
36 WASHINGTON / SEIU LOCAL 1948

37  
38 COLUMBIA/BURBANK CHAPTER

COLUMBIA SCHOOL DISTRICT #400

39  
40  
41  
42 BY: Signed by  
43 Bob Crater, Chapter President

BY: Signed by  
Lou Gates, Superintendent

44  
45  
46 DATE: November 6, 2014

DATE: November 6, 2014





1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

# LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 COLUMBIA BURBANK CHAPTER AND THE COLUMBIA BURBANK SCHOOL DISTRICT #400 THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII SECTION 18.6 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to waive the job posting for Head Cook as per Article XI, Section 11.1 of the Collective Bargaining Agreement and place Josie Jacobson in the position. Her pay shall reflect that of a Head Cook.

This Letter of Agreement shall become effective upon signatures of both parties, shall remain in effect until August 31, 2017 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

COLUMBIA/BURBANK CHAPTER

COLUMBIA SCHOOL DISTRICT #400

BY:           Signed by            
          Bob Crater, Chapter President

BY:           Signed by            
          Lou Gates, Superintendent

DATE:   November 6, 2014  

DATE:   November 6, 2014  

