

2017-2020

PORT TOWNSEND SCHOOL DISTRICT NO. 50

AGREEMENT

This agreement entered into this 30th day of October 2017, effective the 1st day of September, 2017 between the Port Townsend School District No. 50, hereinafter referred to as the District, and the Service Employees International Union and its Local No. 925, hereinafter referred to as the Union.

ARTICLE I - RECOGNITION

Section A. The District recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and working conditions for all classified employees with the exception of supervisors, and any classified employee assigned to the Superintendent's staff.

The parties agree that substitutes who have worked fewer than thirty cumulative days within any school year are not included within the bargaining unit; however, the Union retains the right to bargain with respect to the utilization of substitutes and the impact to the bargaining unit. Bargaining unit substitute employees shall be covered by only the following provision of the contract and no other: The first year step of the salary schedule (Appendices A- C) applicable to the position in which the substitute is working.

ARTICLE II - UNION RIGHTS

Section A. Union Membership

1. Employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members in good standing with the Union, or pay the appropriate "agency shop" or "fair share" fee, as a condition of continued employment with the District. Employees will become members of the Union within 30 days.
2. A bargaining unit employee who demonstrates a bona fide religious tenet or teachings of a church or religious body of which such body the employee is a member as determined by the established application and determination procedures of SEIU925, consistent with RCW 41.59.100, shall be allowed to maintain non-member status. Such employee shall pay to the District each month an amount of money equivalent to such regular current union dues identified by SEIU925, and the District shall then transmit that amount to a non-religious charity of the employee's choice from a list of non-religious based charities provided by SEIU925. The District shall provide to the employee and to SEIU 925 proof of the charitable payment on at least a monthly basis.

If the employee and the Union cannot agree on any matter addressed by this subsection, it shall be resolved by the Public Employment Relations Commission (PERC) pursuant to RCW 41.56.122.

3. When employing new employees to perform work covered by this Agreement, the Employer shall advise such employees of the terms of the Agreement. New employees shall be given a New Member Enrollment form which shall be signed by the employee and sent to the Union office by the Employer.
4. Employees failing to maintain existing membership in the Union, or to pay an agency shop/fair use fee as an alternative to existing membership, may be terminated following reasonable notice and an opportunity to cure. The Union agrees indemnify, defend and to hold the District harmless for any aggrieved action resulting from the proper withholding of Union fees.
5. The District will send the union an electronic listing of all:
 - a. New Hires information to be provided to the Union on the date of hire. Workers who are newly hired or newly union eligible:
 - First Name & Last
 - Name Home Address
 - Home Contact Information: Home Phone, Cell Number and Home Email
 - Address Job classification/title
 - Department
 - Work location
 - Date of hire
 - Hourly or Salaried
 - Rate of Pay
 - b. Terminations information to be provided to the Union quarterly. Workers who have separated or terminated:
 - First Name and Last Name
 - Termination Date
 - c. Status Changes to be provided to the Union quarterly. Workers who have changed status, meaning they have moved out of unit, promoted to a professional position or moved to an exempt position:
 - First Name & Last Name
 - Date that the status changed and their change of status (ie: exempt staff, etc)
6. Each year the union shall request a full bargaining unit list which shall include all current workers in the bargaining unit. The list shall include:
 - First Name & Last
 - Name Home Address

Mailing Address
Home Phone
Number Personal
Cell Number
Personal Email
Address
Department
Work
Location
Work
Telephone
Work Email
Hire Date
Job
Classification/Title
FTE Status
Rate of Pay

7. Union Access

Upon making their presence known to the building supervisor, representatives of the Union shall have reasonable access to the Employer's premises for the purpose of administering the agreement and conferring with union members. Union representatives administering the agreement and conferring with members shall not interfere with service or efficient operation of the unit. The employer will not unreasonably deny access for union representatives.

Section B. Dues

1. The District will deduct from the pay of each employee covered by this Agreement all current Union membership dues, provided that at the time of such deduction there is in the possession of the District a written assignment, executed by the employee, authorizing such deduction by the District.

2. All sums deducted shall be remitted to the office of Local 925, SEIU. Each month the District will provide the union an electronic list with the following information for all bargaining unit employees that will accompany the dues & COPE payment to the Union. On this list the following will be included:

First name & last name
Dues deduction amount
COPE deduction amount

3. COPE (Committee on Political Education) Deduction
Upon receipt of an authorization signed by a bargaining unit employee, the Employer shall deduct from the pay of such employee beginning with the next payroll the amount of contribution and shall transmit the same to the Treasurer of the Union.

Upon receipt of a written authorization form that conforms to legal requirements, the Port Townsend School District shall deduct from the pay of such bargaining unit employee, the amount of contribution the employee voluntarily chooses, for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check.

The Union will indemnify, defend and hold the District harmless against any claims made against and any suit instituted against the District on account of this agreement. The Union agrees to refund to the District any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof; or correcting adjustments may be made on the following month's payroll.

Section C. Non-Discrimination

No employee shall be discriminated against in any way (including discharge) because of their membership in the Union, or on the basis of race, color, age, creed, national origin, religious preference, veteran or military status, gender identity, sex, marital status, or non-marital status, sexual orientation or presence of any physical, sensory, or mental disability, except insofar as such factors are bona fide occupational qualifications.

Section D. Individual Contracts

No employee shall be requested, required, or allowed to make an individual contract, stipulation, or affidavit which relates to hours, wages, working conditions, Union membership or any matter which may affect their employment rights.

Section E. Shop Stewards

1. The District agrees that the Union will be permitted to appoint shop stewards. The duties of the shop steward shall not interfere with the regular work assigned to that employee by the District, or with normal functions of the District.
2. The Union shall furnish the District with the names of the shop stewards.
3. Using minimal time, employees may communicate concerns to shop stewards while on the job.

If the employer feels that the shop steward is neglecting his/her District responsibilities, the employer will contact the Union Representative of SEIU, Local 925.

Section F. Union Orientation

The employer shall provide a New Employee Orientation to all employees during their first week of employment. The employer shall provide a copy of this agreement and a membership card. New employees attending orientation shall be paid up to two (2) hours of time on a timesheet.

One employee representing the Union shall be provided paid release time, inclusive of travel time from his/her work location, for up to thirty (30) minutes to present union information, answer questions, and enroll the new employee(s) in the Union.

ARTICLE III - MANAGEMENT RIGHTS

Section A. Management Rights

It is agreed that the customary and usual rights, power, functions and authority of management are vested in management officials of the District. These rights, in accordance with applicable laws and regulations, include but are not limited to the following: the right to direct the work force, the right to hire, evaluate, promote, retain, transfer and assign employees in positions and the right to release employees from duties because of lack of work or levy loss or for any other legitimate reasons such as immorality or incompetence. The District shall retain the right to maintain efficiency of the district operation by determining the number and kinds of personnel by which such operation is conducted. As an adjunct to these management rights, it is agreed that the District's supervisors may periodically perform bargaining unit work of employees in the Food Service, Custodial and Maintenance (including technology) classifications, provided this at no time shall lead to or result in the loss or reduction of any regularly scheduled working hours, or FTE, of bargaining unit staff. For Food Service staff, bargaining unit staff shall have the opportunity to first act as a substitute by moving up into a higher level position. Nor should supervisors assume work traditionally assigned to Food Service staff such as Summer Meals Program, Kitchen Rentals, and Catering events without opening this work first to bargaining unit members. Prior to December 31, 2017 the Union and District shall meet in Joint Labor-Management to create job descriptions that differentiate Secretary and Clerical Para job specifications.

Section B. Rules/Regulations

The right to make reasonable rules and regulations is the acknowledged function of the District. In making rules and regulations relating to personnel policies, procedures and practices and matters of working conditions, the District shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

Section C. Matters Not Covered by Agreement

All matters not covered or treated by the language of this Agreement will be administered by the District as from time to time it may determine.

Section D. Fair and Reasonable Judgment

The District agrees to use fair and reasonable judgment in the application of the above provisions.

ARTICLE IV - WORKING CONDITIONS

Section A. General

1. All full-time employees (employed 2080 hours a year) shall work eight (8) hour days, five days a week, Monday through Friday. At the discretion of the District, full-time employees may work ten (10) hours a day, four (4) days a week between the last day of school in June and the first day of school in the fall.

When the number of work days within a contract year exceeds 260 days, full-time employees shall be given an additional day of annual leave for each day in excess of the 260 work days. A day is equivalent to the number of hours per day an employee is assigned to work.

2. Part-time employees (employed for less than 2080 hours a year) may be required to work five and one-half (5 1/2) days during a week.
3. With the exception of bus drivers and during summer months (see #1. above), a day's work shall be completed within nine (9) hours.
4. All time worked over forty (40) hours within one (1) week or eight (8) hours within one (1) day shall be paid at the rate of one and one-half (1-1/2) time, except when employees are working a forty (40) hour week in four (4) days. Overtime, to the extent authorized by the Employer, shall be distributed as evenly as practical on the basis of seniority and rotation within the appropriate areas of the District. Time and a half pay will be extended to all Saturday and Sunday work regardless of 40 hours with the following exceptions:
 - a. Work done by any employee specifically hired to work weekends.
 - b. Bus drivers on contracted bus trips covered by Article IV, Section B, #12 B#10.
 - c. Voluntary and optional training regardless of the number of hours worked within a regular work week.
 - d. Voluntary scheduling work on Saturday if both the employee and the District mutually agree, as long as it doesn't supplant overtime work that would normally be offered as overtime.
5. Additional Available Work Hours
 - a. Additional available work hours within a job classification shall first be offered to present part-time employees within the same job classification prior to the scheduling of substitute employees, and/or new employees, provided that no overtime will be incurred as a result of such offer, and provided further that the immediate supervisor is required to make one call only to each appropriate part-time employee.

- b. Employees wishing to be excluded from this process shall notify, in writing, his/her immediate supervisor at the beginning of the school year. Requests to change status (inclusion/exclusion) during the year must be submitted in writing and will be considered on a case by case basis.
- c. If there are an insufficient number of volunteers to perform the work needed, the Supervisor may assign the work in the inverse order of seniority.
- d. At the beginning of the school year employees shall have the opportunity to sign up for additional work within food service job classifications on the food service sign-up list. If additional work is turned down three times within a school year that employee's name will be removed from the list but they will have the opportunity to sign up again the next school year. Additionally, an employee may request to have their name added or removed during the school year to allow for unforeseen life-altering events that may occur during the school year.
- e. School term employees or employees who work less than twelve (12) months per year shall be notified at least thirty (30) days, if possible, in advance that their services will be needed in the summer months (mid June through August).
- f. The District shall offer employees who work less than eight (8) hours a day, within the job site, any additional hours that come up within a school year, based on availability, the person's ability to fill the task, and seniority.
- g. In the event the District has the need of additional maintenance, custodial or grounds keeping during the summer, the filling of these additional hours will be as follows:
 - (1) Part-time employees within classification will be offered up to eight hours of employment.
 - (2) Employees with retreat rights in maintenance, custodial or grounds keeping classifications.
 - (3) Employees within other classifications who are qualified to perform the work.
 - (4) Qualified substitutes.

Numbers 3 and 4 are at the discretion of the supervisor. Employees interested in summer employment will sign up by May 1 on a "Summer Additional Work Sign-up List" provided by the Personnel Office by April 15.

- 6. Nothing in this Agreement shall lower any present working conditions or standard of wages. This does not prohibit the employer from reducing the number of hours an employee may work the following year.

If the district finds it necessary to reduce hours of employment, the District, working with the Union, will develop a procedure which insures that if hours are reduced, the least

senior person(s) in the affected classification, as identified by the District, will be reduced.

Such discussions with the Union will occur in a timely manner prior to development of the initial budget for the subsequent year. Excepting extenuating circumstances, the District will inform the affected employees of its decision to reduce hours five working days prior to the last day of school (end of the academic year).

7. Employees asked to work in a higher paid classification shall receive the pay of the higher paid classification beginning with the first (1st) day of work.
8. Mileage payment for use of private car on authorized District business will be at the maximum IRS allowance for tax purposes.
9. For each four (4) hours employed, the district shall provide a ten (10) minute break. Employees must remain at the work site during these ten (10) minutes.
10. No employee shall work less than two (2) hours in any one day.
11. A call-back to return to work after the end of an employee's shift will not be less than (2) hours, except for holidays when the call back shall not be less than four (4) hours.
12. If employees are appointed to part-time positions in other job classifications during one year while maintaining their present position, and the following year a conflict in time schedules occurs, the employee must choose the job classification in which he/she wishes to remain.
13. The employer shall insure that all applicable safety and health statutes are complied with and shall cooperate with the Union to maintain a safe and healthful work environment.
14. The District shall give each employee his/her job description. The employee shall be notified of any modification at least fourteen (14) days in advance. The employee may request a review of his/her job description at any time.
15. For purposes of salary compensation only, the anniversary date for all employees covered by this agreement shall be their most recent date of hire.
16. The District shall provide funding in the amount of \$10,000 for in-service training of employees who wish to attend such training. This money will cover costs associated with the training including substitute wages, travel expenses, presenter fees and other related costs. An employee committee consisting of Union representatives shall be formed. The committee shall survey the membership and management to determine the training needed or desired and shall be responsible for organizing and/or approving the training offered.

17. The District will make available or designate job-related personal growth workshops for all employees. For attendance at those workshops outside the employee's regular work hours the District will provide a stipend of up to \$100.00 per employee, for attendance at four (4) hours of workshops. These shall be in at least two (2) hour increments.
18. New employees or employees who have been transferred to a new classification shall be allowed two (2) days of training, prorated to hours worked (in the new classification). If the District or new employee feels that more training is required, the amount of time shall be discussed and agreed.
19. Employees who are promoted from one classification to another shall be placed in the new classification on the salary schedule which guarantees no less than a three (3%) percent salary increase.
20. Evaluation Procedure
 - a. The Administrator/Supervisor will meet with the employee or group of employees as early as possible in the school year to discuss goals and expectations.
 - b. Each employee will be evaluated annually by his/her Administrator/ Supervisor, using the appropriate evaluation form. Upon receipt of the evaluation, the employee shall have the right to attach written comments to the evaluation, to be filed in the employee's permanent personnel file.
 - c. If an Administrator/Supervisor determines that an employee's performance needs improvement, or if an employee receives an "unsatisfactory" mark on the evaluation, the Administrator/Supervisor, after consultation with the employee, will develop and present an improvement plan to such employee. The improvement plan will include measures to improve the employee's performance. An amount of time will be provided for the employee to implement the improvement plan. Given the District's discretion, the plan may also provide for District-paid training in the area(s) where improvement is needed.

21. Personnel Files

Location – Personnel files are maintained exclusively in the District's administrative office.

Contents – A personnel file is the employment record of the employee. The personnel file shall contain the following, but not limited to: Application for Employment, date of employment, work attendance record, evaluation record and all correspondence pertaining to the employment record including transcripts if applicable. Letters of recommendations for employees are not a part of the personnel file.

Access - Any employee may review his/her personnel file at any time the Administration office is open and the superintendent/personnel officer or his/her designee is present. Personnel employment files are open only to the employee, his/her authorized agent, his/her immediate supervisor, including program supervisor, and superintendent. The Superintendent shall keep a record of those persons reviewing personnel files. Upon request by the employee, and after giving twenty-four (24) hour notice, the employee and the Superintendent or his/her official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection. An appropriate form shall be devised and used uniformly.

Employee Copies - A copy of all materials, with the exception of transcripts, placed in personnel files will be sent to the employee.

Employee Statements - Any employee may file a signed statement in his/her behalf related to any information filed in his/her personnel file and such statement shall become a part of the employee's personnel file.

22. VEBA

The District has adopted the VEBA Sick Leave Conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the group who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave credits to the account of such employee available for contribution on an annual basis and at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash-conversion rights that pertain to such excess sick leave.

a. Retirement Sick Leave Conversion

- (1) For purpose of retirement contributions to the Plan, all employees covered by this agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this agreement.

b. Annual Sick Leave Conversion

- (1) Eligibility for participation on an annual basis is limited to employees who have accumulated 180 days of unused sick leave. To be eligible during the

term of this agreement, an employee must have accumulated at least 180 days of unused sick leave as of the effective date of this agreement.

(2) The parties agree that the plan shall cover both Retirement and Annual Sick Leave Conversion Benefits.

(3) The term of this agreement shall be updated annually.

23. On days prior to holidays, secretaries and Para Professionals may take leave without pay after students have been dismissed. The employee shall have the option with agreement of the building principal to arrange flexible scheduling allowing for early release without loss of paid time.

24. Employee Meal Period

Employees scheduled to work five (5) or more hours will be granted a minimum of thirty (30) minutes duty-free unpaid meal period. Meal periods shall be compensated by the District when the employee is specifically required by the employee's supervisor to remain on duty on the premises in the interest of the District.

Section B. Bus Drivers

1. The Director of Transportation supervises Transportation Personnel. The Transportation Personnel report to the Director of Transportation or his/her department-wide designee and are responsible for carrying out District policies, rules and regulations as well as the job-specific duties outlined by the employee's supervisor.

2. The District shall employ bus drivers to drive the District's buses. All drivers must maintain a current Washington State School Bus Drivers License and meet all qualifications, requirements, and credentials required by the State of Washington. To help defray the expenses caused by meeting these requirements, drivers will be reimbursed \$125.00 once they have been compensated for 180 school days of driving.

3. Drivers shall be paid for attending required instructional meetings and online trainings up to two (2) hours per year on a timesheet.

4. The District shall make every effort to employ substitute bus drivers in addition to the number of drivers required for daily routes.

5. At the beginning of the school year, drivers shall be assigned to the regular routes. Preference for regular routes shall be determined by seniority. All routes established will be posted at the bus barn and on the District website not less than seven (7) working days prior to the start of the school year. Routes will be bid during the August in-service day of each school year. The bid will be done verbally starting with the most senior driver. Thirty (30) working days after the start of the school year, routes that have changed by fifteen (15) minutes or more will precipitate a re-bid.

6. If a driver of a regular route resigns within the school year, assignments for routes shall be changed with route preference given to drivers in accordance to seniority. Routes will be re-bid during the year when a route opens up during the year except if the effective date is within forty-five (45) days before the end of the school year. Under no circumstances is a driver entitled to bid on a route, mid- day route or shuttle route that will require district to pay overtime. Any position which remains vacant will be filled according to Article IX Section C. The District will then advertise the vacancy for a non-regular scheduled driver.
7. Regular drivers and substitute drivers are responsible for warm-up and inspection of each bus prior to departing on a run and for refueling and cleaning the interior of the bus following each run. The time required to do this is part of the work day. Fifteen (15) minutes shall be allotted following the first run, ten (10) minutes will be allotted prior to a second run, and fifteen (15) minutes will be allotted at the end of the day. Time washing buses will be paid time if it cannot be completed during a driver's regular shift.
8. Drivers are responsible for driving and conducting themselves in accordance with State laws and regulations and with District policies and regulations.
9. Prior to the beginning of the school year, the District shall review with all bus drivers procedures and policies relating to student conduct on buses.
10. If drivers feel that certain students present dangerous driving conditions, the driver will immediately bring the matter to the attention of the Director of Transportation. Under such conditions, if the need is confirmed, an aide will be provided.
11. Bus drivers will report regular driving hours on time sheets and will be paid for those hours worked between payroll cut-off dates. Bus drivers opting for twelve (12) monthly pay periods will be required to notify the payroll office on the proper form by September 10, and will be bound to that option for the remainder of the school year.
12. Trips that are not regularly scheduled routes:
 - a. Experienced bus drivers are eligible to drive buses on trips that are not regularly scheduled routes. Experienced bus drivers are those who have been employed by the Port Townsend/Chimacum Transportation cooperative as a bus driver for at least sixty (60) working hours and are currently employed as drivers (other than substitutes). Port Townsend drivers will be given preference for Port Townsend School District trips. If no Port Townsend driver is available for a particular trip, the District may use another qualified driver.
 - b. Scheduling drivers for these trips shall be determined as follows:

- (1) Two rotation systems shall be established: One for trips within Eastern Jefferson County and one for trips outside Eastern Jefferson County.
- (2) On September 1 of each school year, the Director of Transportation shall establish the rotation systems according to seniority. The senior employee in the system will be assigned to the first trip available in each system and shall not be assigned to a second trip in that system until all employees in the rotation system have been assigned a trip.
- (3) No employee is eligible for the rotation system, outside of Eastern Jefferson County, until his/her sixty-first (61st) working hour with the Transportation Cooperative.
- (4) Trips will be posted every Tuesday corresponding to each day of the week for the following Monday through Sunday. Assignments for these trips are listed as the standard operating procedures as agreed upon by the drivers and Director of Transportation. An employee will not be required to take a trip that will amount to fewer daily hours than his/her regularly scheduled daily shift. If, an employee declines a trip because it will be fewer hours than his/her regularly scheduled shift it is a management's responsibility to assign a substitute driver. In the event an experienced substitute driver may not be found management may elect to pay the driver his/her daily shift rate or use a qualified management employee for the trip.
 - a. Drivers shall receive two (2) hours call time at regular hourly wages if the District fails to give forty-eight (48) hours notification.
 - b. Except cancellations due to baseball and softball rainouts, if a trip is cancelled the day of departure and cancellation causes loss of regular time, driver will receive two (2) hours call time or regular route time, whichever is greater.
- (5) Trip sheets shall be available to employees at the time of the posting of the trip and shall include:
 - (1) Date of the trip.
 - (2) Time of the trip departure and anticipated return time.
 - (3) Type of trip.
 - (4) Whether ferry tickets, gate keys, etc. will be required for the trip. It is the District's responsibility to timely provide required ferry tickets, gate keys, etc.
- (6) Drivers shall be paid at the driving rate while driving and when required and/or authorized by the Supervisor of Transportation to stay with the bus. If the driver is not required to stay with the bus, driver's regular hourly rate will be paid, but this time is not considered in the calculation of the number of hours worked for overtime purposes. The District will pay overtime rate for Saturday and Sunday.

- (7) When the wait time in town is 60 minutes or less between the end of a route and the beginning of a trip or vice versa the employee shall be paid standby pay. This section does not apply to in-town based drivers.
- (8) For overnight trips, the driver's lodging will be paid by the District. Receipts for lodging must be returned to the District Business Office. If necessary, reimbursement will be in accordance with the District's travel policy and procedures.
- (9) Employees who are on bus trips for four (4) hours or less are not eligible for meal allowances. Those who are on bus trips for over four (4) hours to eight (8) hours are entitled to a meal allowance of \$15.00. Those over eight (8) hours are entitled to a meal allowance of \$25.00. Overnight trips have a meal allowance of \$40.00 per night.
- (10) When the District rents its buses to any person, group, or business other than Port Townsend School District, the District will pay the drivers at the highest rate of pay, plus 5% of the highest rate. There shall be a separate rotation list, by seniority, for contracted bus trips.
- (11) Bus trips (not regular routes) within the district or community shall be scheduled for a minimum of one (1) hour.
- (12) For overnight and out of town trips, drivers shall be paid a minimum of their full regular route hours.
- (13) Trips of 400 miles (one-way) or less will be offered to drivers prior to contracting out.

Section C. Secretaries

1. The District shall employ secretaries.
2. The principal supervises the building secretaries. Building secretaries report to the principal or his/her designee and are responsible for carrying out District policies, rules and regulations as well as the job-specific duties outlined by the employee's supervisor.
3. Secretaries shall normally be paid on a monthly basis for a period of ten (10) months. If a secretary's assignment continues after July 1 or prior to August 15, additional pay periods will be added. Secretaries opting for twelve (12) monthly pay periods will be required to notify the payroll office on the proper form by September 10, and will be bound to that option for the remainder of the school year.

4. Secretaries will meet twice a year (Fall and Spring) on paid time, for up to ninety (90) minutes, to discuss matters as mutually agreed by the District and secretaries.

Section D. Para Professionals

1. The District shall employ Para Professionals in the following areas: clerical, library, playground, lunchroom, regular classrooms, special education classrooms, and other special programs. Para Professionals shall be flexible and expect assignments in any, or all, of the above areas. During the course of the school year, the District shall make every effort to keep an employee in the job assignment to which they have been assigned.
2. Para Professionals shall normally be paid on a monthly basis for ten (10) months. Para Professionals opting for twelve (12) monthly pay periods will be required to notify the payroll office on the proper form by September 10, and will be bound to that option for the remainder of the school year.
3. The Principal supervises the Para Professionals. Para Professionals report to the Principal or his/her designee and are responsible for carrying out District policies, rules and regulations as well as the job-specific duties outlined by the employee's supervisor.
4. Para Professionals time schedules will be prepared in cooperation with principals and program coordinators and vacant positions and new positions of more than two hours will be posted for bidding prior to the start of school in the fall.

Para Professionals time schedules will be prepared in cooperation with principals and program coordinators.

Additional time may be added to these schedules up to two hours per position through the first two weeks of each school year. After that date all time exceeding two hours will be posted.

Schedules will include time for instruction, supervision, collaboration, transition and planning time in the course of Para Professionals schedule as needed.

Vacant positions and new positions of more than two hours will be posted for bidding prior to the start of school in the fall.

5. If during the year a Para Educator applies for and is granted a job at a different work site, the employee must travel to the other work site on his/her own time and at his/her own expense. Para Professionals will be paid for travel and time when mandatorily assigned by the District to more than one work site.
6. It is not the intent of the parties that in a teacher's absence a Para Educator will be left fully in charge of a class.

7. Both parties recognize the importance of highly-skilled Para Professionals to student well-being. After student dismissal on Wednesday early-release days, Para Professionals shall remain on site working as directed by their supervising teacher and/or principal. The District shall endeavor to provide for ongoing trainings and development needs during Wednesday early release.

Section E. Campus Supervisor

1. The District shall employ a campus supervisor at the high school to assist with security, truancy, and general supervision of the campus.
2. The Principal supervises the campus supervisor. The campus supervisor reports to the Principal or his/her designee and is responsible for carrying out District policies, rules and regulations as well as the job-specific duties outlined by the employee's supervisor.

Section F. Custodians

1. The District shall employ custodians for the purpose of cleaning, operating and maintaining District building and grounds.
2. The Director of support services supervises the Building Custodians. Building custodians report to the Director of support services or his/her department-wide designee and are responsible for carrying out District policies, rules and regulations as well as the job-specific duties outlined by the employee's supervisor.
3. Custodians are paid on a regular monthly basis during the months they are working.
4. Overtime/Extra hours: On September 1 of each school year the Director of support services shall establish a rotation list of custodial staff contracted to work according to seniority. This rotation list shall be used to equitably distribute overtime/extra hours.
 - a. There will be times when events will be canceled. Custodians assigned to these events shall move to the top of the assignments for the next week. After the previous week's canceled custodians have been assigned, the normal rotation list will begin.
 - b. There will be times when events are added during the week. The next person on the rotation list shall be assigned the event. If a day-time custodian has worked overtime on a school night, they will be skipped in the next rotation.
 - c. Custodians who turn down an event are not assigned until their turn on the rotation list appears again.
 - d. When possible, forty-eight (48) hours notice of overtime shall be given.

Section G. Maintenance & Grounds Personnel

1. The District shall employ maintenance and grounds personnel for the purpose of doing those maintenance and grounds jobs that cannot be accomplished by building custodians.
2. The Director of support services supervises the Maintenance and Grounds Personnel, including the M&O secretary. Maintenance and Grounds Personnel report to the Director of support services or his/her department-wide designee and are responsible for carrying out District policies, rules and regulations as well as the job-specific duties outlined by the employee's supervisor.
3. Maintenance and grounds personnel are paid on a regular monthly basis during the months they are working.

Section H. Food Service Personnel

1. The District will strive to operate a food service program that is self-supporting.
2. The District shall employ cook/baker(s) and food service assistants for the purpose of operating a food service program for students in grades K-12.
3. Food Service Personnel report to the Food Services Director or his/her department-wide designee and are responsible for carrying out District policies, rules and regulations as well as the job-specific duties outlined by the employee's supervisor.
4. Food service employees shall be hired to work the days the District operates a food service program. The Director shall identify staff required, by seniority, before the first and after the last days of the school year food service program, for work associated with the start-up and shut-down of the program. This work shall be time-sheeted.
5. Food service employees shall normally be paid on a monthly basis for ten (10) months. Food service employees opting for twelve (12) monthly pay periods will be required to notify the payroll office on the proper form by September 10, and will be bound to that option for the remainder of the school year.
6. Procedure for filling absences/temporary vacancies in Food Service:

All Food Service employees shall have the opportunity to accept work in a higher rated position when coverage is needed.

Absences of Food Service employees will be covered from among the employees in the following order:

- a. In the absence of a Cook/Baker or Lead Cook:

- (1) The shift shall be offered to the other Cook/Bakers in order of seniority.
- (2) The shift will next be offered to Food Service Assistants II, in order of seniority.
- (3) The shift will next be offered to the Food Service Assistants I in order of seniority.
- (4) If all of the above steps have been followed and there is still a need for coverage, Management may assign the shift at their discretion within the confines of the employee's regularly scheduled hours, unless the employee explicitly agrees otherwise.

b. In the absence of a Food Service Assistant II:

- (1) The shift shall be offered to the other Food Service Assistants II in order of seniority.
- (2) If there is still a need to fill a position after following the previous step, the shift shall be offered to the Food Service Assistants I on the basis of seniority.
- (3) If all of the above steps have been followed and there is still a need for coverage, Management may assign the shift at their discretion within the confines of the employee's regularly scheduled hours, unless the employee explicitly agrees otherwise.

7. Food Service cross training: Recognizing the need for flexibility within the District's food service operation, the Director will make good faith efforts to provide cross-training opportunities for the food service staff.
8. Summer Meals Program positions: Employment in the summer meals program shall be offered to current food service employees in the following order:
 - a. Lead Cook/Baker shall be offered first option.
 - b. Cook Baker shall be offered the second option.
 - c. All other food service staff in order of seniority.

Section I. Computer Technology Personnel

1. The District shall employ computer technology personnel for the purpose of doing technology related jobs.
2. The Director of Technology or designee supervises the Computer Technology Personnel. Computer Technology Personnel report to the Director of Technology or his/her department-wide designee and are responsible for carrying out District policies, rules and regulations as well as the job-specific duties outlined by the employee's supervisor.
3. Computer Technology personnel are paid on a regular monthly basis during the months they are working.

Section J. LPN

1. The District shall employ Licensed Practical Nurse(s) LPN's shall be flexible and expect assignments in the following areas: Special education classrooms, other special programs, playground, lunchroom, regular classrooms etc.
2. The Principal supervises the LPN in cooperation with the school nurse LPN's report to the Principal and are responsible for carrying out District policies, rules and regulations as well as the job-specific duties outlined by the employee's supervisor.
3. LPNs shall normally be paid on a monthly basis for ten (10) months. LPNs opting for twelve (12) monthly pay periods will be required to notify the payroll office on the proper form by September 10, and will be bound to that option for the remainder of the school year.
4. Employment shall be contingent on the continuing enrollment of specific medically fragile students who require the services of a Licensed Practical Nurse in order to participate in school.

ARTICLE V - LEAVES

Section A. Annual Leave

1. During the first two years of employment, annual leave will be earned at the rate of one (1) day per month not to exceed twelve (12) days per year. A year of service shall be determined by anniversary date of employment. A day is determined for each employee by the number of hours regularly assigned in a day. All hours worked by a regular employee plus holiday time will be used in calculating annual leave.

After two years of service, one (1) day of annual leave shall be added for each year until an employee reaches a maximum of twenty-four (24) days. No employee may earn more than twenty-four (24) days of annual leave in one (1) year of employment. Exception: see Article IV, Section A, 1. regarding 260-day language.

2. Annual leave for less than full-time employees: Part-time employees may schedule three (3) annual leave days for use during the school year with the permission of his/her immediate supervisor with no more than two employees out of the building or department at any one time.

An employee may be granted additional annual leave days. A letter requesting consideration for use of additional annual leave must be submitted to the immediate supervisor. Such letter should be submitted 10 working days (or as early as practicable) in advance of the leave request in order to schedule a substitute.

The District shall cash-out, to less than full-time employees through salary, their remaining annual leave not used during the school year. Less than full-time employees vacation is pro-rated based on their FTE. (i.e. hours worked in single year + paid holiday hours/2080 = FTE {Full time equivalency}).

3. Annual leave for full-time employees:
 - a. Annual leave may be accumulated to forty (40) days. However, in order to assure that the operation of the District is not disrupted by having too many employees on forty (40) working days vacation at any one time, use of the forty (40) working days vacation must be worked out by mutual agreement of the employee and the District. The request shall be in writing and the priority of the request shall be in terms of the date of receipt by the Superintendent or designee and the seniority of employee.
 - b. The District will provide a statement of accumulated annual leave for each full-time employee by January 15 of the year and the employee must notify the District of planned use of annual leave for the months of June, July, and August by May 15th of each year.
 - c. Employees hired during the school year will not be deprived of annual leave or have to work longer than twelve (12) months before receiving a vacation. Such employees may receive that portion of earned annual leave during the first (1st) regular three (3) months of school vacation after being employed. Employees hired after May 25th will not be entitled to annual leave for that school year.
 - d. Employees with the greatest seniority in the District shall have first (1st) choice for time of vacation; provided that requests are received by the Superintendent's office in writing by May 1st.
 - e. If a holiday should fall within the annual leave/vacation time, that day shall not apply against annual leave.
 - f. All annual leave/vacation shall be scheduled between June 15 and five (5) days before school starts. Exceptions to this may be granted with the immediate supervisor's approval.

Section B. Sick Leave and Emergency Leave

1. Sick leave is for the purpose of the employee's illness or injury. For an absence of more than five (5) days duration, a doctor's certificate may be required.
2. Emergencies are defined as situations that are suddenly precipitated or of such a nature that preplanning could not relieve the necessity of the employee absence. Further, such situations must be of major importance and not a mere convenience. It is not the intent of this emergency leave provision to expand upon or add to vacations, week-ends, or other

types of leaves because of transportation problems that preplanning could reasonably have prevented.

Application for consideration for emergency leave must be made to the Superintendent within five (5) working days after the absence. Applications must be in writing and must explain the reasons for the request. Emergency leaves are subject to the approval of the Superintendent.

3. Employees who have been on an extended sick leave/emergency leave of fifteen (15) working days or longer shall have the sole responsibility to inform the employer in writing of the employee's intent to return to work. The returning employee shall give the District a minimum of five (5) working days' notice, and shall submit the written notice to the personnel office.
4. The District will provide twelve (12) paid days per year leave per employee to be used for sick leave and emergency leave, as well as to care for the employee's sick children and other family members in accordance with state law (Washington State Family Care Act, RCW 49.12.265, *et seq.*). Unused days shall accumulate to the extent allowed by law. Less than full-time employees shall be allowed leave on a prorated basis.
5. Unused sick leave/emergency leave for each employee for each year is added to the employee's accumulated sick leave. Sick leave accumulation shall be limited to 180 days. Employees shall be allowed to use sick leave/emergency leave for the purpose of attending doctor and/or dentist appointments.
6. On January 1 of each school year, employees who have accumulated unused sick leave/emergency leave days in excess of sixty (60) days may request in writing to the Superintendent a cash payment of sick leave/emergency leave days, not to exceed twelve (12) days, earned during the past calendar year in excess of the sixty (60) days. The cash payment shall be computed in accordance with state law.

Section C. Bereavement Leave

Leave with pay not to exceed five (5) days will be granted for absences due to the death of family/extended family members. This leave is not accumulative. One (1) of these five (5) bereavement days may be utilized for death of a non-family member.

Section D. Family Illness Leave

1. Leave with pay not to exceed three (3) days will be granted for absences to care for the employee's sick children, parents, parents in law, grandparents or grandchildren.
2. This leave shall accumulate to five (5) days.

Section E. Jury Duty

Employees called for jury duty will be excused from work for the days on which they serve. There will be no deduction in pay for absence, provided that the employee shall report to work if released from jury duty before the end of the contracted day, unless excused from doing so by his or her supervisor.

Section F. Maternity / Paternity Leave

Maternity/Paternity leave shall be granted as required by *law*.

Section G. Leave of Absence without Pay

1. The Superintendent may authorize a leave of absence without pay for any permanent employee for a period not to exceed thirty (30) calendar days. Leaves of absence without pay in excess of thirty (30) days must be approved by the Board of Directors.
2. Leave of absence without pay not to exceed one year shall be granted upon recommendation of the superintendent. To be eligible an employee must have completed at least two school years in their District employment. Request for extensions for up to one additional year may be granted by the board.
3. Leave of absence without pay may be granted to an employee for any of the following reasons:
 - a. To attend school or college to be trained to improve the quality of his/her service.
 - b. If temporarily incapacitated by illness or is pregnant.
 - c. If he/she is loaned to another governmental agency for the performance of his/her specific assignment.
 - d. Or other authorized reasons.
4. Authorized leave of absence without pay shall not be construed as a break in service or employment and rights accrued at the time the leave is granted shall be retained by the employee; however, vacation credits, sick leave credits, increases in salary, and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee returning from a leave of absence without pay shall receive the same step in the salary range he/she received when he/she began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range.
5. A vacancy created by granting an authorized leave of absence shall be filled according to the provisions of Article IX, Vacancy and Transfer with the following exceptions:

- a. The position shall be posted as a leave replacement position for the length of the leave without pay. When an employee takes an authorized leave for more than sixty (60) working days, the district will post the position for in-house bidding.
 - b. A maximum of two "bumping" moves shall be allowed before the vacant position is filled by an external candidate. The positions created by the "bumping" moves shall also be posted as a leave replacement position for the length of the leave of absence.
6. The employee returning from authorized leave of absence shall be assigned to his/her original position providing the position still exists. If the position no longer exists, the returning employee shall be assigned to a position within the same classification with equal hours and on the same salary schedule.
7. When the employee returns from authorized leave of absence, the employees who changed positions as a result of the leave of absence shall return to their original positions, provided those positions still exist. If the positions no longer exist, the employees shall be assigned to positions of similar status and compensation.
8. The leave replacement employee who was hired as a result of the authorized leave of absence shall have all rights under this Agreement until the return to work of the employee on authorized leave of absence, at which time the District may terminate the leave replacement employee. If the leave replacement employee is terminated, he/she has no rights to the employment pool created under the terms of Section VIII of this Agreement.
9. If the leave replacement employee applies for and is hired in a vacant position, the employee's seniority shall be retroactive to the original date of hire.
10. Employees returning from a known duration leave of absence will notify the district by June 1st or three (3) weeks prior to their scheduled return date of their intent to return. Failure, on the part of the employee to meet this requirement is equivalent to a resignation unless additional leave time is granted.
11. It shall be the sole responsibility of the employee who is returning from any type of leave of absence of an indeterminate duration to inform the employer in writing of the employee's intent to return to work. The returning employee shall give the District a minimum of five (5) working days' notice and shall submit the written notice to the personnel office. In the event the employee is returning from a medically related leave, the District may require a medical provider's certification of the employee's fitness for duty, including the employee's ability to perform the essential functions of his or her job. The District shall bear any costs incurred by the employee for the medical provider's certification.

Section H. Court Appearance

Leaves of absence with pay shall be granted when an employee is subpoenaed to appear as a witness in a court of law, provided, however, that the employee shall notify the District of the subpoena as soon as possible after its receipt and shall cooperate reasonably with the District's efforts, if any, to minimize the amount of leave required.

Section I. Union Leave

1. Employees wishing to apply for Union Leave shall apply on a Leave Request form as far in advance as possible.
2. The purpose of the leave shall be to improve the skills of the members and to enhance the knowledge of its leadership to the mutual benefit of the Union and the District.
3. The District shall allow up to 80 hours of Union Leave per school year, and up to an additional 80 hours per school year for which the Union will reimburse the cost of a substitute.

ARTICLE VI - HOLIDAYS

Section A. Holidays

The following days shall be considered holidays, with pay for employees whose work schedules immediately precede or follow the following:

Six days during winter break, including Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day and two additional days either before or after the named holidays, determined by the District annually in the calendaring process.

- | | |
|-----------------|--------------------------------|
| M.L. King Day | Thanksgiving Day |
| President's Day | Day following Thanksgiving Day |
| Memorial Day | Independence Day |
| Labor Day | Veterans Day |

Section B. Pay for Work on Holidays

If the employee works on these days, he/she will be paid for the holiday plus time and one-half (1-1/2) for the hours worked on that day or paid straight time for the holiday and an additional day and one-half (1 1/2) be added to the vacation allowance for each holiday worked. The choice of which days shall, be at the discretion of the employer. When the holiday falls on a Saturday or Sunday, the preceding Friday or following Monday shall be considered the holiday. If work on a holiday is the choice of the employee, no extra pay or vacation time will accrue.

Section C. Determining Overtime

If a paid holiday falls within a work week, it shall be counted as time worked for the purpose of determining overtime.

ARTICLE VII - INSURANCE

Section A. Application of Revenues

The District will apply the total revenues received for medical coverage for employees within the bargaining unit as detailed in Section F below. The District shall pay the cost of the Health Care Authority retiree health insurance subsidy (carve out) for all eligible employees.

Section B. FTE for Insurance Benefits

The District will provide to each employee his/her full-time employment equivalency times the monthly amount provided by the State for insurance benefits. For the purpose of establishing the maximum allowed classified insurance benefits, 1440 hours or more per employee will be considered a full time equivalency for the terms of this contract.

Section C. Dental Plan Participation

All employees who are regularly assigned must participate in current available plans.

Section D. Available Medical Plans

Employees may select medical coverage under current plans. If a change is to be made in health care coverage, the Union and the District shall reach a mutual agreement to make the change.

Section E. Payroll Deduction

The District shall make monthly payroll deductions for the costs of the total package not paid by the District.

Section F. Pooling

In accordance with state regulations, insurance appropriations received by the district for bargaining unit employees will be pooled. If the cost of all basic (medical and dental) benefits requested by employees has been fully paid, remaining state funds will be pooled toward optional benefits in accordance with existing state laws and regulations.

Section G. Enrollment Periods

Enrollment periods are determined by the insurance companies. Medical plans for current employees are open during the month of September. New hires have one month after employment date to enroll in medical plans.

Section H. Other Voluntary Benefit Plans

Employees who currently have voluntary benefit plans must pay at their own expense for these plans (i.e. salary insurance, long-term disability, life insurance, vision).

During enrollment periods by the company, all employees may purchase voluntary benefit plans at their own expense.

Section I. Research Benefits

The union and the District agree to continue research on additional health and welfare benefits mutually agreeable to both parties.

Section J. Legislated changes in Funding

This article will re-open for negotiations if the state legislature changes the current method for funding insurance or choosing health insurance plans.

ARTICLE VIII - SENIORITY/REDUCTION IN FORCE/RECALL

Section A. Seniority and Probationary Period

1. Seniority shall start from the last date of hire and shall be by individual job classifications as set forth in Article IV of this Agreement.
2. Employees shall be regarded as probationary employees for the first ninety (90) calendar days of their employment and shall have no seniority standing until the completion of a ninety (90) calendar day period in any single employment year. Time lost by a probationary employee for personal or health reasons shall be discounted from the ninety (90) calendar day period. The retention or termination of a probationary employee during this ninety (90) calendar day period shall be at the sole discretion of the District and not subject to the Grievance Procedure. Employees granted promotion or transfer to a new classification shall be subject to a second probationary period of thirty (30) working days, during which the employee may be returned to the same or similar position in the prior classification.

Section B. Reduction in Force

A reduction in force is defined as a reduction in the number of current employees in any job classification (Para Professionals, campus security, bus drivers, custodians, food service, maintenance, grounds, technology, LPN and secretaries) who wish to continue employment. Prior to implementing a reduction in force in the number of current employees and/or building closure, the District will meet and confer to make a good faith effort in reaching consensus on

implementing RIF language.” The District will inform the affected employees of its decision to reduce hours five working days prior to the last day of school (end of the academic year).

Section C. List of Employees by Seniority

1. The employer will provide the Union on or before November 1st of each year a list of employees in descending rank order according to seniority by job classification.
2. Seniority is determined by last date of hire within the job classification.
3. Employees holding jobs in more than one classification will be listed in each classification.
4. Probationary employees in each job classification will not be listed until the conclusion of the probationary period.

Section D. List of Positions to be Retained

1. In the event of a reduction in force, the employer will list each retained position in each job classification with the number of days per year, the number of hours per day, the daily schedule, and the work site.

Section E. Process for Filling Retained Positions

1. The Superintendent shall fill the retained positions as follows:
 - a. No employee will be granted more hours per year in any job classification than he/she currently holds in that job classification.
 - b. No employee through the reduction in force will gain more hours per year than he/she currently is employed.
 - c. Positions in each job classification shall be filled by seniority within the job classification. Every effort will be made to retain persons in their positions.
 - d. In the event an employee is totally reduced in his/her present job classification, he/she may have retreat rights in those job classifications in which he/she has previously been employed. The following criteria shall prevail:
 - (1) Seniority is determined by the number of years spent in that job classification.
 - (2) Must currently meet job qualifications.

Section F. Recall

1. Any employee terminated because of reduction in force will be called back to work as needs require and in reverse order of termination register, by mail. Termination register shall remain in effect for a period of twenty-four (24) months from a termination date.
2. Any employee re-employed within twenty-four (24) months shall be reinstated with seniority and fringe benefits held at time of termination.
3. A Riffed employee will be terminated if the employee is offered a like position and refuses the job.

ARTICLE IX - VACANCY/TRANSFER

Section A. Definitions

1. **Vacancy** - A job or position to which no current employee is assigned.
2. **Assignment** - The classification, location, and hours of work into which an employee is employed by the District.
3. **Temporary Assignment to a Higher Classification** - A District initiated action to assign a person temporarily to a higher paying classification as a replacement for a person on authorized leave for less than 60 working days.
4. **Voluntary Transfer** - A mutually agreed upon action to change an employee's location or hours of work within the employee's same classification.
5. **Involuntary Transfer** - A District initiated action to change an employee's location or hours of work within the employee's same classification.
6. **Years** – Years are defined as School, Academic or Calendar. School year is from September 1 to August 31, and Academic years are September through June or the first through the last day of school. Calendar Years are January 1, through December 31st.

Section B. Posting of Vacancies

1. All vacancies for positions covered by this Agreement shall be posted for not less than five (5) days. During the school year, vacancy announcements shall be posted at all work sites. During the summer it is the responsibility of the classified staff to read email for vacancy announcements.
2. Within five (5) days from posting, any employee within the bargaining unit may apply for the vacancy. All in-classification applicants will be interviewed. If no in-classification applicant receives the position, other employees who meet the criteria of

the job posting will be interviewed. All internal applicants who do not receive the posted position will get verbal notification and, upon request, a written reason for not getting the job.

3. Vacancy notices may be advertised externally at the same time the notice is posted internally. However, the District agrees that outside applications may be collected but will not be reviewed by the hiring committee until the internal process has been completed.
4. If the District is considering substantive changes in job responsibilities and/or working conditions such changes will be shared with the Union President for input and awareness prior to posting.

Section C. Filling Vacancies

1. Selection of an employee shall be the responsibility of the District based on work experience, seniority, evaluations and other qualifications and characteristics disclosed in the application/selection process for the job. Seniority shall be given top priority when all other factors are equal.
2. Any employee who is passed over in seniority shall be notified of such fact in writing, together with the reason(s), subject to the receipt of a request from an affected employee.
3. Vacancies may be filled by substitutes until the hiring process has been completed. Positions declared vacant during the summer vacation period shall be filled (if necessary) by substitute employees and be posted per the above procedure within the first two weeks of the school year.
4. Temporary employees are those hired in response to a specific situation that may or may not continue and when the district is unable to ascertain the length of employment. Such temporary employee(s) shall be hired by the usual procedures. No benefits will accrue to this position. After (90) calendar days, the employee will be treated as any other first year hire. The employee's hire date, seniority, sick leave and vacation awards will be retroactive to the original date of hire. Eligibility for permissive benefits shall be the date of change from temporary to regular status.

Section D. Filling of Custodial Vacancies

1. All custodians will be invited to attend a meeting to determine the filling of a custodial vacancy by seniority. All custodians in attendance will be asked by seniority their desire to fill the vacant position. Any position that remains vacant at the end of this process will be posted in accordance with Article IX, Section B.
2. In the event of a building closure that results in any reassignments, the process for filling custodial vacancies will be implemented beginning with the person whose assignment has been affected.

Section E. Involuntary Transfer

1. If an employee's transfer is involuntary, a written explanation of the reason for the transfer shall be provided, upon written request, to the affected employee and the Union. The District shall give ten (10) working days' notice of any contemplated involuntary transfer.
2. If involuntary transfers are necessary due to Reduction in Force (RIF), or building closure, employee transfers shall be made on the basis of seniority with the employee with the least seniority being transferred first, provided that the employee is deemed qualified to perform the required duties of the assignment.
3. Prior to making involuntary transfers, the District will call for volunteers from within the affected building and/or classification. If no employee volunteers to be transferred, the least senior qualified person will be involuntarily transferred. Employees who voluntarily transfer are not subject to #4.
4. If hours become available in a building within two academic years, involuntarily transferred employees will be given first consideration for those hours, by seniority, before offering the hours to the RIF'd employees and/or before posting the hours district-wide.
5. The District shall provide 24 hours notice to involuntarily transferred employees of available hours. Employees involuntarily transferred/reassigned shall have 24-hours to consider the new assignment(s).

Section F. Temporary Assignment to a Higher Classification

When an employee is temporarily assigned to a higher skilled position, the employee will be placed on the salary schedule at the same step of the position currently held. If currently the employee is at a higher step than the higher skilled position has, the employee will be placed on the top step.

Section G. Work Assignment Swapping

If two employees would like to switch work assignments within the same job classification, they may do so with both District and Union approval. The Union shall poll the more senior members of the job classification for their assent. It is understood that, in the event of an assignment swap, the assigned hours follow the position, not the employee.

It is understood that, in the event of an assignment swap, the assigned hours follow the position, not the employee.

ARTICLE X - DISCIPLINE/TERMINATION/RETIREMENT

Section A. Discipline

Employees may be disciplined for just causes. (See attached "Just Cause" in the Appendices.) Following informal oral clarification or conversations, formal disciplinary procedures normally will include but not be limited to, in this order: oral warnings, written warnings, suspension(s) with or without pay, and discharge. In the cases of written warnings, suspensions, or discharge, a letter shall be placed in the employee's personnel file. In cases of discharge the employee shall receive a statement of reason(s) for discharge. Within five (5) working days of receipt of the notice of discharge the employee may request a hearing with the School Board. The employee will be notified of the date of the hearing within five (5) working days of receipt of the request. The Union shall be notified of any disciplinary action. No letter shall be placed in an employee's file without the employee being given a copy of said letter. Employees shall have letters removed from their personnel file after two (2) years of service provided there have been no other incidents/violations of a similar nature during that period. Employees must request in writing that the letter be removed after the two (2) years have passed.

Section B. Representation

An employee shall be entitled to have present a union representative during any disciplinary action excluding informal oral clarifications or communications, or suggestions for improvement which independently do not form the basis for formal action. No disciplinary action shall be taken with respect to the employee until such representative is present. The Union shall be given twenty-four (24) hours notice of the intended disciplinary meeting. The 24-hour notice may be waived upon agreement of the individual, the District, and the Union. In cases where the health, safety, and well-being of students, other employees, or district patrons necessitate immediate action, the District will notify the Union as soon as reasonably possible that action has been taken.

Section C. Notice of Resignation/Retirement

Normally, employees shall provide two (2) weeks written notice of voluntary resignation or retirement to the Personnel Office.

ARTICLE XI - GRIEVANCE PROCEDURES

Section A. Purpose

The purpose of this Article is to provide for a mutually acceptable method for prompt and equitable settlement of employee grievances.

Section B. Definitions

A grievance is a claim by an employee and/or the Union that the express terms of this Agreement, District policies and/or procedures, or state/federal laws, rules and/or regulations pertaining to employment have been misinterpreted or misapplied by the District.

Section C. Procedure

An employee may institute a grievance on his/her own and/or may request the assistance of the Union. The proper procedure for pursuing adjudication of alleged grievances is as follows:

1. **Step One - Verbal Presentation to Immediate Supervisor**

Every effort will be made by both the employee and the immediate supervisor to settle a grievance by informal means before the formal grievance process is instituted. The aggrieved party and/or the Union shall initiate the discussion within fourteen (14) calendar days of the time the grievance arises or the time when the Grievant should reasonably have had first knowledge of its occurrence.

2. **Step Two - Written Presentation to the Immediate Supervisor**

If the informal discussion fails to bring about a resolution, the Grievant will commit the grievance to writing and send the grievance to his/her immediate supervisor and the shop steward within fourteen (14) calendar days after the informal (Step One) discussion using the SEIU Grievance Review Form or a written statement that includes:

- (1) the nature of the grievance,
- (2) the section(s) of this Agreement, District policies and/or procedures, or state/federal laws, rules and/or regulations pertaining to employment that allegedly have been misinterpreted or misapplied, and
- (3) the recommended solution to the grievance. A copy of the grievance form also shall be sent to the Superintendent and the Union Office.

The parties shall meet to discuss the grievance without undue delay. The Supervisor shall provide a written response to the Grievant and the Union within fourteen (14) calendar days of the Step Two grievance meeting.

3. **Step Three - Superintendent**

If the Grievant is not satisfied at Step Two, he/she may, within fourteen (14) calendar days after receipt of the immediate Supervisor's written response in Step Two, submit the grievance to the Superintendent or designee.

The Grievant, a Union Representative and the Superintendent or designee shall meet to discuss the grievance without undue delay.

Within fourteen (14) calendar days after the Step Three grievance meeting, the Superintendent or designee shall communicate a written response to the Grievant and the Union.

4. **Step Four - Mediation**

If the foregoing steps have been exhausted, and the grievance has not been satisfactorily resolved, the Union and District may within fourteen (14) calendar days of receiving the Step Three response, forward a joint request for mediation.

5. **Step Five - Arbitration**

If the grievance is not satisfactorily resolved at Step Four, the Union may, within fourteen (14) calendar days after the mediation, submit the grievance for arbitration within the following guidelines:

- a. The arbitrator shall limit his/her decision strictly to disputes involving the application or interpretation of the express terms of this Agreement, District policies and/or procedures, or state/federal laws, rules and/or regulations pertaining to employment from Section B, first paragraph. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement.
- b. The arbitrator's decision shall be final and binding on the Union, the employees involved, and the District.
- c. The fees and expenses of the arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- d. The parties shall request a list of seven (7) arbitrators.

Section D. Time Limits

The number of days within each step is the maximum, and every effort shall be made to expedite the process. Failure on the part of the District to act within the time limits will move the grievance to the next step automatically. Failure on the part of the Grievant or Union to act within the time limits will effect a termination of the grievance, which will not be subject to further processing.

The District and the Union may mutually agree in writing to extend the time limits at any one of the steps.

Section E. Election of Remedy

In cases where an employee has initiated a grievance over District policies or procedures or state/federal laws, rules and/or regulations pertaining to employment as provided in this Agreement, and the employee has also initiated a complaint relative to the same event in a court or outside Agency such as EEOC, the Department of Labor or WISHA, the employee may not continue to pursue the grievance through Step Five (arbitration) unless she/he has withdrawn the complaint from the court or outside agency prior to a determination in such other forum.

ARTICLE XII - CONTRACTING OUT

Section A. Contracting Out/Terms of Agreement

All extra work shall be offered to qualified employees within classification by seniority. The work shall then be offered to other qualified bargaining unit members from outside the classification by seniority. If there are no qualified members and before contracting out any work traditionally performed by bargaining unit employees, the District will give the Union at least 30 days notice in writing of its interest in doing so and, upon request, the District will meet to negotiate the decision and its effects on bargaining unit employees, with the first meeting to occur within 15 calendar days following the date of notice.

Section B. Notice to Union

The Employer shall give the Union written notice of any contracting as described above, including the name and address of the parties, or party, within ten (10) days after any such transaction and shall make available to the Union, upon request, a copy of the appropriate document or instrument. In the event the Employer fails to require the other party to bind himself to this Agreement the Employer shall remain liable for the observance of all of the terms and provisions of the Agreement for its duration.

ARTICLE XIII - WAGES

Wages will be contained on the Salary Schedules which are attached as Appendix A, B and C. Wages for 2018-19 and 2019-20 will be determined by increasing each cell of Appendix A, B and C (excluding the ten year longevity steps) by the state-funded inflationary adjustment for each respective year.

In addition to the state funded increases, the District, from local funds, will pay for step movement on the current salary schedule.

ARTICLE XIV - NO STRIKE - NO LOCKOUT

Section A. During the term of the Agreement the Union agrees not to engage in any strike or work stoppage; and the Employer agrees not to engage in any lockout.

ARTICLE XV - SAVINGS CLAUSE

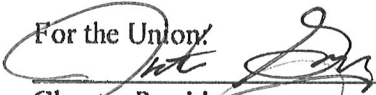
It is the intention of the parties to comply with all applicable provisions of the State or Federal law, and they believe that each and every part of this contract is lawful. All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final jurisdiction. In such event, either party may request negotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

The parties agree, for the life of this Agreement, to continue the collaborative problem-solving process.

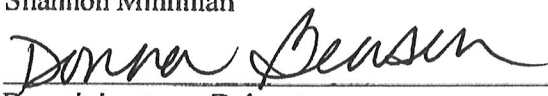
Section B. Attest

Adopted by the Board of Directors this 30 day of Oct., 2017 and recorded in the records of the School District as of this date.

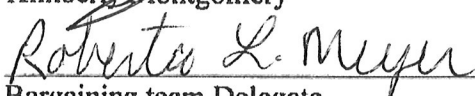
For the Union:

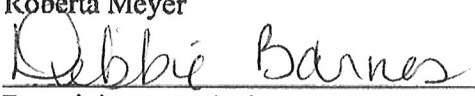

Chapter President
Justin Gray


Bargaining Team Delegate
Shannon Minnihan

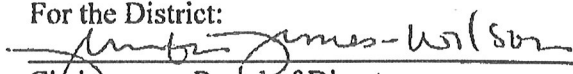

Bargaining team Delegate
Donna Benson

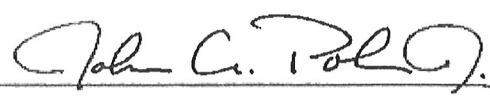

Bargaining team Delegate
Kimberly Montgomery



Bargaining team Delegate
Roberta Meyer


Bargaining team Delegate
Debbie Barnes

For the District:


Chairperson, Board of Directors
Port Townsend School District No. 50


Secretary, Board of Directors
Port Townsend School District No. 50


SEIU 925 Field Director
Marilyn Botcheos

APPENDIX A
PORT TOWNSEND SCHOOL DISTRICT NO. 50

SEPTEMBER 1, 2017

2017- 2018 SALARY SCHEDULE

PARA-EDUCATOR : (See Appendix B)

LPN: (See appendix C)

FOOD SERVICE:

Food Service Assistant I:

First Year	13.50
Second Year	14.00
Third Year	14.50
Fourth Year	14.75
Fifth Year	15.30
Tenth Year	15.55*

Food Service Assistant II:

First Year	14.00
Second Year	14.50
Third Year	15.00
Fourth Year	15.25
Fifth Year	15.75
Tenth Year	16.00*

Cook/Baker:

First Year	14.50
Second Year	15.00
Third Year	15.50
Fourth Year	15.75
Fifth Year	16.25
Tenth Year	16.50*

Lead Cook/Baker

First Year	15.00
Second Year	15.75
Third Year	16.35
Fourth Year	16.65
Fifth Year	17.50
Tenth Year	17.75*

BUS DRIVER

First Year	17.70
Second Year	17.90
Third Year	18.10
Fourth Year	18.30
Fifth Year	18.60
Tenth Year	18.85 *

MAINTENANCE:

General:

First Year	22.21
Second Year	23.76
Third Year	24.24
Fourth Year	24.48
Fifth Year	24.98
Tenth Year	25.23*

Groundskeeper:

First Year	19.54
Second Year	20.91
Third Year	21.12
Fourth Year	21.33
Fifth Year	21.92
Tenth Year	22.17*

Seasonal Assistant Groundskeeper/ Floater:

First Year	19.01
Second Year	19.58
Third Year	20.17
Fourth Year	20.57
Fifth Year	20.98
Tenth Year	21.23*

CUSTODIAN:

First Year	17.00
Second Year	17.50
Third Year	18.25
Fourth Year	19.50
Fifth Year	20.15
Tenth Year	20.40*

Custodians working after 6 p.m. will receive a Differential of .56 per hour worked. COLA increases will apply to a maximum of .60. This will not apply if custodian chooses to work days during the summer.

Computer/Telephone Technician:

First Year	19.19
Second Year	19.76
Third Year	20.16
Fourth Year	20.56
Fifth Year	21.18
Tenth Year	21.43*

SECRETARY:

First Year	17.00
Second Year	17.50
Third Year	18.00
Fourth Year	18.50
Fifth Year	19.00
Tenth Year	19.25*

For purposes of salary compensation only, the "anniversary date" for all employees covered by this Agreement who were hired after May 1, 1988, shall be their date of hire.

* Tenth year longevity step shall reflect \$0.25 over the corresponding Fifth Year step.

APPENDIX B
PORT TOWNSEND SCHOOL DISTRICT NO. 50
SEPTEMBER 1, 2017
2017- 2018 PARA PROFESSIONAL SALARY SCHEDULE

PRAXIS PASSED/CREDITS*	0	15	30	45	60	75	90
Credits	0	15	30	45	60	75	90
YEAR							
1	12.60	12.80	13.05	13.35	13.65	13.95	14.25
2	12.92	13.12	13.38	13.68	13.99	14.30	14.75
3	13.24	13.45	13.71	14.03	14.34	14.66	15.25
4	14.20	14.34	14.48	14.63	14.77	15.02	15.75
5	15.30	15.46	15.62	15.77	15.96	16.09	16.25
* 10	15.55	15.71	15.87	16.02	16.21	16.34	16.50

*Tenth year longevity step shall reflect \$0.25 over the corresponding Fifth Year step.

Para professionals who have passed the required Praxis test will be placed on the salary schedule at the 0/45 step beginning with the 2008-09 school year. Credits earned beyond this step will advance the employee on the salary schedule as shown.

Clock hours earned and documented and credits earned and documented by official transcripts on or before September 15, 2003 will be accepted for initial placement on the Para Professional Salary Schedule.

All credits earned after that date must satisfy one of the following criteria:

1. It is included in a college or university degree program.
2. It pertains to the individual's current assignment or expected assignment for the following school year or for future professional growth.
3. It is necessary for meeting the Para Professional requirements of the Every Student Succeeds Act (ESSA).

Credits are measured in quarter credits. Semester credits convert to quarter credits at the ratio 2 to 3; clock hours convert to quarter credits at the ratio of 10 to 1.

Para Professionals hired after January 8, 2002 must meet the requirements when hired.

APPENDIX C
PORT TOWNSEND SCHOOL DISTRICT NO. 50
SEPTEMBER 1, 2017
2017-18 LPN SALARY SCHEDULE

CREDITS	LPN w/45	LPN w/60	LPN w/75	LPN w/90
YEAR				
1	22.70	22.92	23.15	23.37
2	23.71	23.64	23.88	24.10
3	25.35	25.60	25.86	26.11
4	27.45	27.71	28.01	28.00
5	29.73	30.01	30.32	30.63

Column 1- Graduate of accredited LPN program with current LPN licensure,
 Column movement is incremental based on credits acquired beyond the LPN certificate.

APPENDIX D
SEIU GRIEVANCE PROCEDURE FORM

A. FORMAL STATEMENT OF GRIEVANCE - (STEP TWO)

*This form is to be completed by the grievant and filed with his/her immediate supervisor within 14 calendar days
AFTER the informal Step One Discussion*

Type or Print

Date of Verbal (Step One) Presentation to Immediate Supervisor _____

Grievant(s) _____ Date of Informal Presentation _____

Position/Job Location _____ Address/Phone _____

1. Describe the nature of the grievance and the facts giving rise to the grievance.

2. What section(s) of the Agreement, District policies and/or procedures, or state/federal laws, rules and/or regulations pertaining to employment were alleged to be misinterpreted or misapplied?

3. The recommended solution to the grievance.

4. Date when the incident happened or when the undersigned first knew of its happening.

DISTRIBUTION

Immediate Supervisor

Union Representative

Superintendent

Grievant(s)

Signature of Grievant or Filing Party

Date _____

Signature of Union Representative

Date _____

Signature of Immediate Supervisor

Date _____

Note: Written response of supervisor must be given to the grievant within 14 calendar days of the date the form is received.

APPENDIX E

GRIEVANCE PROCEDURE

B. DECISION OF IMMEDIATE SUPERVISOR - (RESPONSE: STEP TWO)

(To be completed by immediate supervisor within fourteen (14) calendar days after receipt of the written grievance)

Type or Print

I. Grievant(s) _____ Date of Formal Presentation _____
School _____ Phone _____

5. Decision of immediate supervisor and reasons therefore:

Date of Decision _____
Signature of Immediate Supervisor _____

II. Grievant(s) Response

_____ I accept the above decision

_____ I hereby refer the above decision to Step Three of the Grievance Process.

_____ Date of Response
Signature of Grievant _____

DISTRIBUTION
Union Representative
Superintendent
Grievant(s)

Signature of Union Representative

SEIU Informal Grievance Form 2

APPENDIX F

GRIEVANCE PROCEDURE

B. DECISION OF DISTRICT SUPERINTENDENT OR DESIGNEE - (STEP THREE)

(To be completed by the superintendent or designee within fourteen (14) calendar days after receipt of the written grievance)

Type or Print

I. Grievant(s) _____ Date of Formal
Presentation _____
School _____ Phone _____

6. Decision of Superintendent or Designee and reasons therefore:

Date of Decision _____
Signature of Superintendent or Designee _____

II. Grievant(s) Response (to be completed by grievant within fourteen (14) days of decision)

_____ I accept the above decision by the Superintendent

_____ I do not accept the above decision and the Union will notify the District of future steps.

_____ Date of Response
Signature of Grievant _____

DISTRIBUTION
Union Representative
Immediate Supervisor
Grievant(s)

Signature of Union Representative

SEIU Informal Grievance Form 3

