

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**DEER PARK SCHOOL DISTRICT #414**

AND

**PUBLIC SCHOOL EMPLOYEES OF DEER PARK**

SEPTEMBER 1, 2015 - AUGUST 31, 2018



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

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## DECLARATION OF PRINCIPLES

Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.

The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.

Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

In light of the above sections the Deer Park School District and the Public School Employees of Deer Park, an affiliate of the Public School Employees of Washington/SEIU Local 1948, are in agreement with the traditional “Mission of the Schools” and will meet in a collaborative mode to assist all parties in accomplishing that Mission.

The management and employees covered under this contract jointly agree to actively promote safety and security in all work areas. Management will support, implement and manage safety and security programs that meet the goal of a safe and secure academic environment. Employees will participate in and adhere to said programs.

## P R E A M B L E

This Agreement is made and entered into between Deer Park School District Number 414 (hereinafter referred to as “District”) and the Public School Employees of Deer Park (Custodial, Transportation, and Food Service Units), an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter “Association”).

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

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## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1.**

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing the interests of all such employees.

#### **Section 1.2.**

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).

#### **Section 1.3.**

The bargaining unit to which this Agreement is applicable is as follows: All classified employees performing work in the Transportation, Custodial and Food Service Units.

#### **Section 1.3.1.**

Less than full-time employees in the above general job classifications are included in the bargaining unit. The term “less than full-time employees” includes but is not limited to substitute employees who are employed by the District for more than thirty (30) cumulative days within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for employment as substitutes. This agreement limits employees cited in this section to Article VII, Section 7.6, 7.8, 7.10, 7.11, 7.11.1, 7.11.2 and 7.11.3.

## ARTICLE II

### RIGHTS OF THE EMPLOYER

#### **Section 2.1.**

It is agreed that customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws and regulations is 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; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

#### **Section 2.2.**

The right to make reasonable rules and regulations shall be considered acknowledged functions 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 Association and the employees and to the obligations imposed by this Agreement.

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## ARTICLE III

### RIGHTS OF EMPLOYEES

**Section 3.1.**

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

**Section 3.2.**

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

**Section 3.3.**

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

**Section 3.4.**

Employees will be evaluated in accordance with School Board Policy 5240. The employee may attach a rebuttal to the evaluation that will be included in the Personnel File.

**Section 3.5.**

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

**Section 3.6.**

Neither the District nor the Association shall discriminate against any employee on the basis of race, national origin, creed, sex, sexual preference, religion, age, marital status or the presence of a disability.

**Section 3.7. Personnel File.**

There shall be only one (1) official personnel file for each employee, which shall be kept in the District office. Each employee shall have the right to review the contents and add rebuttals to evaluations or derogatory material that has been included in the file. Derogatory material shall be included only after the employee has been given a copy of the material no less than five (5) days prior to the insertion of the material into the file. Derogatory material shall be removed from the file, upon the request of the employee, no later than two (2) years after the date of its insertion. Documents considered by the district as material in terms of risk management shall be retained in a separate file and stored. Derogatory material not brought to the attention of the employee or copied to the employee in accordance with this Section, may not be used for any purpose adverse to the employee's interests.

1 **Section 3.8. Conduct of Union Personnel.**

2 District personnel and Association members and staff shall at all times conduct themselves with  
3 dignity and respect toward the other party. In their relationships every effort shall be made to avoid  
4 words and actions which may be interpreted as ridicule or disrespect.  
5

6 **Section 3.9. Transfer of Previous Experience.**

7 (RCW 28A.400.300) When an employee leaves one school district within the State of Washington and  
8 commences employment with another school district within the state, the employee shall retain the  
9 same longevity, leave benefits and other benefits that the employee had in his/her previous position.  
10 Employees who transfer between districts shall not retain any seniority rights other than longevity  
11 when leaving one school district and beginning employment with another within the State of  
12 Washington. If the school district to which the person transfers has a different system for computing  
13 leave benefits and other benefits, the employee shall be granted the same longevity, leave benefits and  
14 other benefits as a person in the new district who has similar occupational status and total years of  
15 service.  
16  
17  
18

19 **ARTICLE IV**

20 **RIGHTS OF THE ASSOCIATION**

21 **Section 4.1.**

22 The Association has the right and responsibility to represent the interests of all employees in the  
23 bargaining unit; to present their views to the District on matters of concern, either orally or in writing;  
24 and to enter collective negotiations with the object of reaching an agreement applicable to all  
25 employees within the bargaining unit.  
26  
27  
28

29 **Section 4.2.**

30 The Association shall promptly be notified by the District of any disciplinary actions of any employee  
31 in the unit in accordance with the provisions of Article XIV and XIX. The Association is entitled to  
32 have an observer at hearings conducted by any District official or body arising out of grievance and to  
33 make known the Association's views concerning the case.  
34

35 **Section 4.3.**

36 The names, addresses, work assignments, and salary information of employees in the respective  
37 classifications will be provided annually or upon request approximately October 1st to the President of  
38 the Association. Bargaining unit personnel changes will be electronically transmitted to the Spokane  
39 Regional Office on a monthly basis.  
40

41 **Section 4.4.**

42 The Association reserves and retains the right to delegate any right or duty contained herein, within the  
43 scope of statute, to appropriate officials of the Public School Employees of Washington/SEIU Local  
44 1948 State Organization.  
45

46 **Section 4.5.**

47 The President of the Association and his/her designated representatives will be provided time off  
48 without loss of pay to a maximum of ten (10) days per year to attend regional or State meetings when

1 the purpose of those meetings is in the best interests of the District as determined by the District  
2 Administration. Cost of replacement substitutes will be borne by Public School Employees of  
3 Washington/SEIU Local 1948 state organization.

4  
5 **Section 4.6.**

6 The local Association members will be released with pay from their regular shift to attend and conduct  
7 business with the District in Labor/Management meetings. This release time will be in addition to any  
8 other release time found in this agreement.

9  
10 **Section 4.7. School Facilities.**

11 The Association shall have the right to use school facilities at reasonable times upon prior notice to the  
12 District, depending upon availability.

13  
14 **Section 4.8. Bulletin Boards and Intra-District Mail.**

15 The District shall make available bulletin board space in each work area for the use of the Association.  
16 The Association shall be allowed to use intra-district mail including electronic mail for the purpose of  
17 communicating Association notices. Copies of all notices will be provided to the site administrator.

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21 **ARTICLE V**

22  
23 **LABOR MANAGEMENT MEETINGS**

24  
25 **Section 5.1.**

26 It is agreed and understood that matters appropriate for consultation and negotiation between the  
27 District and the Association are policies, programs, and procedures relating to or affecting general  
28 working conditions of employees in the units subject to this Agreement, including, but not limited to  
29 such matters as safety, training, employee-management cooperation, employee services, methods of  
30 adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-  
31 force practices, and hours of work. It is the intention of the Deer Park School District and the PSE of  
32 Deer Park to meet and confer in collaborative bargaining sessions in order to accomplish the intent of  
33 this Article.

34  
35 **Section 5.2.**

36 It is further agreed and understood that the District will consult with the Association, and meet with the  
37 Association upon its request, in the formulation of any changes being considered in existing benefits,  
38 policies, practices and procedures.

39  
40 **Section 5.3.**

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

44  
45 **Section 5.4.**

46 The Association will, from time to time, as appropriate, be advised of current and predicted workload  
47 information.

1 **Section 5.5. Conference Committee.**

2 A Conference Committee consisting of three (3) local PSE members and on occasion, the Field Rep  
3 assigned to the Chapter, shall meet with the District on a mutually agreeable regular basis to discuss  
4 appropriate matters. In the event that the Field Rep is to attend, the District will be notified no less than  
5 five (5) days in advance of the scheduled meeting.  
6

7 These meetings shall not take the place of negotiations and may not result in any agreement that is  
8 binding. If minutes are taken by one of the parties, those minutes shall be shared with the other party  
9 upon request.  
10

11 **Section 5.6. Calendar Committee.**

12 If the District creates a calendar committee that has input or decision making authority for the school  
13 calendar, PSE will have representation on the committee.  
14  
15  
16

17 **ARTICLE VI**

18 **ASSOCIATION REPRESENTATION**  
19  
20

21 **Section 6.1.**

22 The Association representatives shall represent the Association and employees in meeting with  
23 officials of the District to discuss appropriate matters of mutual interest. They may receive and  
24 investigate to conclusion complaints or grievances of employees on District time and thereafter advise  
25 employees of rights and procedures outlined in this Agreement and applicable regulations or directives  
26 for resolving the grievances or complaints. They may not, however, continue to advise the employee  
27 on courses of action after the employee has indicated that he/she does not desire to pursue a grievance.  
28 This does not, however, preclude the Association's right to pursue the matter to conclusion. They may  
29 consult with the District on complaints without a grievance being made by an individual employee.  
30

31 **Section 6.2.**

32 Reasonable time during working hours will be allowed for duly authorized Association representatives  
33 to attend meetings with the District. Reasonable time will also be allowed for duly authorized  
34 Association and PSE representatives to discuss with the employees grievances and appropriate matters  
35 directly related to work situations in their area or craft; provided, however, that such representatives  
36 shall notify the appropriate supervisor of the reason for their presence and do not in any way interfere  
37 with the performance or duties assigned to the employees or use excess time in the handling of such  
38 matters.  
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42 **ARTICLE VII**

43 **HOURS OF WORK**  
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46 **Section 7.1.**

47 Each employee shall be assigned to a regular shift with designated times of beginning and ending,  
48 which shall not be changed without prior notice to the employee of one (1) calendar week. Exceptions



1 to this assignment procedure may be made under emergency or abnormal circumstances. Exceptions  
2 applicable to Transportation are noted in Section 7.4.

3  
4 **Section 7.2. Workweek.**

5 All employees covered by this Agreement shall be assigned a workweek consisting of up to five (5)  
6 consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and  
7 Sunday. The District may assign an employee to a workweek of any five (5) consecutive days which  
8 are followed by two (2) consecutive days of rest. During summer break, the workday will be eight and  
9 one-half (8 1/2) hours and the classified personnel will be allowed to take the one-half (1/2) hour lunch  
10 break off site.

11  
12 **Section 7.2.1. Lunch and Rest Breaks.**

13 In the event an employee is assigned to a shift of more than five (5) but less than eight (8) hours  
14 per day, such shift shall include a fifteen (15) minute rest period and a thirty (30) minute lunch  
15 period. All rest and lunch periods shall be taken at two (2) hour intervals to the extent this is  
16 practical.

17  
18 In the event an employee is assigned to a shift of five (5) hours or less, such shift shall include  
19 a fifteen (15) minute rest period to be taken at midpoint of the shift. All rest and lunch periods  
20 shall be taken at two (2) hour intervals to the extent this is practical. Deviations from the  
21 schedule shall occur only after the employee has received prior approval from the appropriate  
22 administrator/supervisor.

23  
24 **Section 7.2.2. Custodial and Food Service Shifts.**

25 When a food service or custodial employee is assigned to a shift of eight (8) hours daily, such  
26 shift will include a thirty (30) minute lunch period as near the midpoint of the shift as is  
27 practical, and also include two (2) fifteen (15) minute rest periods, each as near the midpoint of  
28 each half shift as is practical. It is the intention of both PSE and the District that this lunch will  
29 be uninterrupted, but we understand that it might not be, due to unforeseen circumstances.

30  
31 During summer break the workday will be eight and one-half hours (8 1/2 hours) and the  
32 classified personnel will be allowed to take the one-half (1/2) hour lunch break off site.

33  
34 **Section 7.2.3. Custodial Summer Work.**

35 The District reserves the right to move some personnel during the summer to assure that each  
36 building is effectively cleaned.

37  
38 **Section 7.3. Rescheduled Lunch Periods.**

39 Employees required to work through their regular lunch periods will be given time to eat at a time  
40 agreed upon by the employee and his/her supervisor. In the event the District requires an employee to  
41 forego his/her lunch period and the employee works his/her entire shift including his/her lunch period,  
42 he/she shall be compensated for his/her lunch period at the appropriate overtime rates.

43  
44 **Section 7.4. Transportation.**

- 45  
46 A. The transportation unit presents special shift problems as shifts are established in relation to  
47 routes and their driving times.

- 1 B. All drivers will receive one-half (1/2) hour per day for bus pre-trip cleaning and post-trip  
2 inspections. Drivers will receive an additional fifteen (15) minutes for pre-trip and post-trip  
3 cleaning and inspections when assigned an extra trip. Midday routes will receive fifteen (15)  
4 minutes pre/post trip time.  
5  
6 C. Route time shall reflect average time in both good and inclement weather.  
7  
8 D. Minimum time for routes or trips shall be two (2) hours. On those routes requiring one (1) hour  
9 or less driving time (including one-half (1/2) hour per day pre/post trip) the transportation  
10 supervisor may assign driver related tasks to complete the two (2) hour minimum. Subject tasks  
11 will be continuous with the routes and hours to be worked will not accumulate beyond each  
12 workday.  
13  
14 E. It is recognized that route changes may occur during the year effecting base salaries.  
15  
16 F. If there are thirty (30) minutes or less between driving assignments, the base hourly rate will  
17 continue uninterrupted.  
18  
19 G. The Transportation Supervisor may drive in emergencies when no driver is available.  
20  
21 H. Summer School routes will be bid by continuous regular drivers only.  
22

23 **Section 7.4.1. Extra Trips.**  
24

- 25 A. Extra trips shall be defined as an assignment in addition to the regular route. The  
26 District may transport fifteen (15) or less students to a sanctioned event in vehicles  
27 driven by employees who have been trained by the District's transportation supervisor.  
28  
29 B. Such drivers will be current and in compliance with District guidelines.  
30  
31 C. All regular drivers are hired primarily for routes. A rotation list of ten (10) "active"  
32 drivers, listed in order of hire date, will be used to fill all extra-curricular and field trips.  
33 Drivers must inform the transportation supervisor if they wish to be placed on the list on  
34 a seasonal basis. If a driver removes him/herself for one (1) or more seasons, he/she  
35 may request that they be placed on the list for the following season. Seasons will be  
36 broken into (1) Fall sports; (2) Winter sports, and (3) Spring sports. A driver will be  
37 considered "inactive" if they miss three (3) non-consecutive rotations. Said driver will  
38 remain on the list and an additional driver will be added to the list in order to maintain  
39 ten (10) "active" drivers for the duration of that season. Illness or other pre-excused  
40 circumstances will not impact the rotation. Overtime is to be held to a minimum, not to  
41 exceed two (2) hours. Drivers with forty (40) hours during one (1) week will be  
42 ineligible for extra trips that week. If a driver must refuse a trip due to their proximity to  
43 overtime, they will hold their list position for up to five (5) workdays to take a trip that  
44 would fit their time limits. Extra trip assignments will be determined at a weekly  
45 meeting with the transportation supervisor.  
46  
47 D. Trips of an extended nature will be paid at the rate of one-hundred seventy-five  
48 (\$175.00) dollars per day. Meals will be reimbursed according to the District policy,

1 and by the area in which the trip is taken. Receipts must accompany the claim for  
2 reimbursement. The District will pay for separate lodging.

- 3
- 4 1. Receipts for reimbursement may be combined up to a full day reimbursement.
- 5
- 6 2. For Extra Trips that are not overnight and extend beyond 7pm, drivers will be  
7 reimbursed at the dinner rate for the appropriate city.
- 8
- 9 3. Supervisors may approve additional meal reimbursements in extenuating  
10 circumstances.
- 11

12 E. All extra trips will be compensated at the base hourly rate for the time spent driving and  
13 waiting.

14

15 F. Certain extracurricular or athletic trips of an extended nature may be more economically  
16 or comfortably accomplished using a commercial carrier. The District will notify the  
17 Association prior to the trip if possible. If requested the District and the Association will  
18 meet annually and review the use of the commercial carrier.

19

20 G. All runs substituting for midday routes will be given to the regular drivers not appearing  
21 on the extra-curricular list. This list will operate on a seniority rotation basis.

22

### 23 **Section 7.5. School Closure.**

24 In cases of school closure due to inclement weather or plant inoperation, drivers will be so notified by  
25 the Supervisor of Transportation. If a driver is not notified prior to the time he/she normally leaves for  
26 work, the employee will receive two (2) hours pay at the base rate. The employees will be notified by  
27 the District in one (1) of several venues; radio announcement, television announcement or telephone.  
28 In the event that there is a school closure directed by the District for which the District does not suffer  
29 a loss of funding, employees will be given an opportunity to make up for lost hours.

### 30 **Section 7.6. Overtime and Call-Out.**

31 All employees subject to this Agreement shall receive the following overtime consideration:

- 32
- 33
- 34 A. All hours worked in excess of forty (40) hours weekly shall be compensated at the rate of one  
35 and one-half (1½) times the employee's base hourly rate. If an employee is offered  
36 compensatory time, the employee may choose compensatory time at the rate of time and a half  
37 which may be taken in accordance with Fair Labor Standards Act. Custodians and Mechanics  
38 who work a weekend day which is not part of their regular schedule will receive one dollar and  
39 twenty-five cents (\$1.25) hour weekend differential for each hour worked. Week end will be  
40 defined as 12:00 a.m. on Saturday through 11.59 p.m. on Sunday, this differential is not subject  
41 to overtime.
- 42
- 43 B. Employees called back to work on regular workdays, or on a sixth (6th) or seventh (7th)  
44 consecutive day, shall receive no less than two (2) hour minimum call out at the overtime one  
45 and one-half (1.5) rate of pay. School sponsored activities (i.e. dances, sports, etc.) on  
46 weekends will require the services of a custodian at the appropriate rate of pay. Employees  
47 called back to work on a holiday or vacation day will be paid two (2) times their normal rate of  
48 pay.

1 **Section 7.7.**

2 Physicals will be paid in full at a location determined by the District. The District will pay the driver  
3 three (3) hours at the base hourly rate.

4  
5 **Section 7.8. Staff Meetings.**

6 Each employee shall receive one (1) hour's pay for each staff meeting within his/her appropriate unit.  
7

8 **Section 7.9. Hot Lunch.**

9 Food Service employees and Day Custodians shall receive a hot lunch at District expense.  
10

11 **Section 7.10. Out-of-Classification Pay.**

12 A classified employee substituting in a classification within the bargaining unit which has a higher rate  
13 of pay will be paid the wage of that classification or one (1) additional dollar per hour for each hour  
14 worked in the higher-paid classification, whichever is greater. The additional wage will be paid for the  
15 duration of the assignment(s).

16  
17 When a Head Custodian is absent, the Custodian in the building will be allowed to "move up" and fill  
18 the vacant shift via building seniority. A substitute may be called to fill the shift left vacant after the  
19 Head Custodian vacancy is filled.  
20

21 **Section 7.11. Substitutes.**

22 Substitute employees are covered in this agreement as outlined in Article I, Section 1.3.1 for all  
23 classifications. For purposes that concern only substitutes employees, a substitute seniority list will be  
24 posted with hire dates for each classification. If a substitute is working in more than one classification,  
25 a hire date will be established for each classification.  
26

27 The established seniority list will be used when filling in for regular employees on a rotation basis.  
28 When a position is open in the bargaining unit the procedure outlined in Article XII, Section 12.5 will  
29 be followed. All substitutes will be evaluated at least once a year. As new substitutes are hired in  
30 custodial and food service units paid on the job in-service will be provided to outline the duties in each  
31 site (kitchen/building custodial areas).  
32

33 Physicals for substitute drivers will be paid according to this Agreement, Article VII Section 7.7.  
34

35 **Section 7.11.1. Transportation Substitutes.**

36 The top six (6) transportation substitutes will be listed on a rotation basis for substitute runs. If  
37 there is a need for more substitutes then the remainder of the substitutes will be called  
38 according to seniority. Extended trips will be paid according to Section 7.4.1, "D". Lodging  
39 will be pre-arranged and paid by the District.  
40

41 Substitutes will placed on step one of Schedule A. When hired full-time, employees will stay at  
42 the step in salary schedule he or she is at and advance accordingly as longevity dictates.  
43

44 **Section 7.11.2. Custodian Substitutes.**

45 Substitutes for regular custodians will be called from available substitutes by seniority on a  
46 rotating basis. Substitutes for the daytime custodial positions will be filled by a night custodian,  
47 preferably from the same building.  
48



1 qualified employee in the building. If the work is refused by all of the qualified building  
2 employees, the work shall be offered to qualified members in the classification, on a seniority  
3 basis.  
4

5 **Section 8.5. Holidays during Vacation.**

6 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one  
7 (1) extra day of vacation with pay in lieu of the holiday as such.  
8  
9  
10

11 **ARTICLE I X**

12 **LEAVES**

13 **Section 9.1. Employee and Family Sick Leave.**

14  
15 Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided,  
16 however, that no employee shall receive no less than ten (10) days of sick leave per school year. Sick  
17 leave shall be vested when earned and may be accumulated to the maximum amounts permitted by  
18 statute. The District shall project the number of annual days of sick leave at the beginning of the school  
19 year according to the estimated calendar months the employee is to work during that year. The  
20 employee shall be entitled to the projected number of days of sick leave at the beginning of the school  
21 year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's  
22 normal daily work shift. Provided, however, that should an employee's normal daily work shift  
23 increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be  
24 paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and  
25 the accumulated benefits will be expended on an hourly rather than a daily basis. Absences for doctor  
26 or dentist appointments shall be credited as sick leave.  
27  
28

29 **Section 9.1.A. Sick Leave for Family Members.**

30 The employee may use sick leave to care for family members who are ill at home or are in need of  
31 medical service. Family is defined for purposes of this section as spouse, child, parent or parent  
32 surrogate grandparent, grandchild, anyone living in the household and those of corresponding  
33 relationship with the spouse. The employee's supervisor may authorize use of this policy for other than  
34 immediate family members.  
35

36 Use of sick leave for family members of an extended period of time in excess of five (5) working days  
37 will be considered on an individual basis and approved by the Superintendent. All sick leave will be  
38 deducted from sick leave.  
39

40 Time to attend to unforeseen circumstances requiring time away from work shall be allowed and  
41 deducted from sick leave, provided, that the use of sick leave for this purpose shall be limited to a  
42 maximum of two (2) days in the employee's work year. If additional time is necessary, a request may  
43 be made to the superintendent. Use of sick leave for this purpose will be dependent upon supervisor  
44 approval to ensure adequate coverage.  
45

46 **Section 9.1.1. Sick Leave Attendance Incentive Program.**

47 In January of the year following any year in which a minimum of sixty (60) days of leave for  
48 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an



1 option to receive remuneration for unused leave for illness or injury accumulated in the  
2 previous year at a rate equal to one (1) day's monetary compensation of the employee for each  
3 four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for  
4 illness or injury for which compensation has been received shall be deducted from accrued  
5 leave for illness or injury at the rate of four (4) days for every one (1) day's monetary  
6 compensation.

7  
8 **Section 9.1.2.**

9 At the time of separation from school district employment due to retirement or death, an  
10 eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1)  
11 day's current monetary compensation for each four (4) full days accrued leave for illness or  
12 injury.

13  
14 **Section 9.2.**

15 Advanced sick leave may be granted by the District subject to the following provisions:

- 16  
17 A. It must be supported by acceptable medical certification.  
18 B. All available accumulated sick leave to the employee's credit must be exhausted.  
19  
20 C. The employee must use any annual vacation time he/she has accumulated prior to the granting  
21 of advanced sick leave.  
22  
23 D. The amount of advanced sick leave to an employee's account cannot exceed that which can be  
24 accrued per year of employment.  
25  
26 E. When it is known that the employee is to be retired, or where it is anticipated that he/she is to  
27 be terminated, the total advance will not exceed an amount which can be liquidated by  
28 subsequent accrual prior to separation.  
29  
30 F. Advanced sick leave which is not liquidated by accrual prior to separation shall be reimbursed  
31 to the District. A separated employee reinstated within one (1) year shall have the opportunity  
32 to reimburse advanced sick leave by accrual rather than payroll deduction.  
33  
34 G. There must be a reasonable assurance that the employee will return to work.

35  
36 **Section 9.3. Bereavement Leave**

37 Absences for bereavement may be granted for the following reasons:

- 38  
39 A. Death in immediate family (defined as spouse, siblings(s), children, parents, parents-in-law,  
40 and grandparents).  
41  
42 B. Absence for bereavement shall be of sufficient duration to allow the employee time to travel to  
43 and from the place of service and to conduct necessary business while there. The length of  
44 absence is to be agreed upon by the employee and the Superintendent; however, this time shall  
45 not exceed five (5) days per year. Under extenuating circumstances of multiple deaths in one  
46 year, this leave may be extended beyond the five (5) days limit with authorization of the  
47 Superintendent. Additional leave beyond the five (5) day limit will be requested in writing prior  
48 to the extension.

1 C. One (1) or more days of this leave may be authorized by the Superintendent for the death of  
2 relatives such as uncles, aunts, nieces, nephews, first cousins, employees, members of  
3 employee(s) families, and students.  
4

5 Bereavement leave is non-cumulative and is not chargeable to sick leave.  
6

7 **Section 9.4. Annual Leave.**

8 Each employee shall earn three (3) days of annual leave per year. Such leave is non-cumulative and  
9 shall not be deducted from sick leave. Subject leave should be requested from the immediate  
10 supervisor at least four (4) days in advance, except in emergency circumstances. Not to be taken during  
11 the first week or the last week of the school year or immediately before or after a holiday without  
12 Superintendent's permission.  
13

14 An employee may opt to convert two (2) days of annual leave to sick leave (one (1) for one (1). In the  
15 event that the employee chooses to convert one (1) day, the remaining day will be carried over to the  
16 following year as annual leave. In no event will more than four (4) days be available as annual leave in  
17 any given year. Leave conversions will be based on an average weekly workday and will be converted  
18 in hourly increments.  
19

20 **Section 9.5. Shared Leave - RCW 28A.400.380 - WAC 392-126-004.**

21 PURPOSE - To set forth policies and procedures for the operation of a permissive shared leave  
22 program in school districts which permits employees to donate annual and sick leave to a fellow  
23 employee who is suffering from or has a relative or household member suffering from an extraordinary  
24 or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to  
25 cause the employee to take leave without pay or terminate his or her employment.  
26  
27

28 Donation of Sick Leave. An employee may donate sick leave to specific individuals using the  
29 following criteria according to District policy:  
30

- 31 A. The employee must have accrued more than twenty-two (22) days of sick leave.
- 32
- 33 B. Employees may not donate more than six (6) days of sick leave during any twelve (12) month  
34 period.
- 35
- 36 C. Employees may not donate an amount of sick leave that will result in his or her sick leave  
37 account going below twenty-two (22) days.
- 38
- 39 D. All donated sick leave must be given voluntarily. No employee shall be coerced, threatened,  
40 intimidated, or financially induced into donating sick leave.  
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**ARTICLE X**

**LEAVE OF ABSENCE**

**Section 10.1.**

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee, if ill, may be granted an extended leave of absence for a period not to exceed two (2) years. Other leave may be granted according to Board Policy 5409. When a leave is granted, the employee will be provided a letter detailing the duration of the leave.

**Section 10.2.**

The returning employee will be assigned to the position occupied before the leave of absence, or if the position is not available in the District to a position substantially equal in wages, benefits and number of hours. Employees hired to fill positions of employees on leave of absence will be informed of this provision by the District. In the event that an existing employee moves up to take the leave of absence position, the existing position thus vacated, will remain available to the regular employee to reclaim for one year or at the return of the leave of absence employee.

**Section 10.3.**

The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, including industrial accident or industrial illness, seniority shall accrue to a maximum of two (2) additional years.

**ARTICLE XI**

**VACATIONS**

**Section 11.1.**

All employees contracted to work for a full fifty-two (52) week term shall be granted vacation credit on the following basis:

| <u>Service Time with District</u> | <u>Vacation Time</u> |
|-----------------------------------|----------------------|
| 1-5 Years                         | 2 Weeks              |
| 6-10 Years                        | 3 Weeks              |
| After 10 Years                    | 4 Weeks              |

**Section 11.2.**

All hours for which an employee is in a pay status including paid leave, will be counted as hours worked in the computation of vacation credit, and hours worked at premium rates shall be counted as straight-time hours in this Section.

1           **Section 11.2.1.**

2           An employee becomes eligible to use his/her vacation credit after reaching his/her first  
3           anniversary after the most recent date of hire or upon approval of the Superintendent or the  
4           Superintendent’s designee.

5  
6           **Section 11.3.**

7           Time on layoff and time on authorized leave of absence will be counted as continuous service for the  
8           purpose of establishing and retaining eligibility dates.

9  
10           **Section 11.4.**

11           Any vacation days currently due but unused by the new accrual date each year may be carried over for  
12           one (1) year following the accrual date with the approval of the immediate supervisor and  
13           administration. No vacation may be carried over for more than one (1) year beyond the date on which  
14           it became due. No employee shall be denied accrued vacation benefits due to District employment  
15           needs. A written response to vacation requests shall be provided to the employee no later than five (5)  
16           days after the date of submission to the immediate supervisor.

17  
18           **Section 11.5.**

19           Vacation time shall be scheduled at the time requested by eligible employees; provided, however, that  
20           the appropriate supervisor shall have the right to schedule vacations in such manner as will in his/her  
21           discretion not interfere with the orderly and efficient operation of the plant. If an employee’s scheduled  
22           leave is cancelled due to the eminent needs of the District, the employee shall have the option of  
23           cashing out the amount of the scheduled leave or carrying it over to the next year.

24  
25           **Section 11.6. Scheduling Summer Vacations.**

26           Summer vacation request will be submitted by April 1 of each school year. Vacations will be  
27           scheduled according to Article XII, Section 12.5. Requests submitted after April 1 will be scheduled on  
28           a first-come-first-served basis without regard to seniority. The employees will be notified no later than  
29           April 15th of the vacation schedule for the summer.

30  
31           In addition, custodians assigned to the Clayton and Administration buildings will be allowed to take  
32           vacation during the two (2) weeks after the close of school and the two (2) weeks before the new  
33           school year begins.

34  
35  
36  
37   **ARTICLE XII**

38   **SENIORITY**

39  
40  
41           **Section 12.1.**

42           The seniority of an employee in the bargaining unit shall be established as of the date on which he/she  
43           was hired by the District (hereinafter “hire date”) unless such seniority shall be lost as hereinafter  
44           provided.

45  
46           **Section 12.2.**

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

- 48           A. Resignation;



- B. Discharge for just cause; or
- C. Retirement.

**Section 12.3.**

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

- A. Time lost by reason of industrial accident, industrial illness or jury duty, except as may be modified in this agreement;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
- C. Time spent on other authorized leaves of absence.

**Section 12.4.**

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.3.

**Section 12.5. Regular Seniority List.**

The employee with the earliest hire date shall have absolute preferential rights regarding vacation periods and special services (including overtime). The employee with the earliest hire date shall have preferential rights regarding promotions and assignment to new or open jobs or positions when ability and performance are substantially equal with those individuals junior to him/her.

If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or senior employees and the local Chapter President or his/her designee, its reasons why the senior employee or employees have been bypassed.

**Section 12.5.1. Reduction of Workforce.**

In the event of a necessary reduction of staff, the employees covered by this Agreement will be reduced on the basis of seniority. Employees who are on lay-off will have first choice by seniority, of available positions after such positions have been posted for consideration by the still-employed bargaining unit members.

**Section 12.5.1.1. Recall from Lay-Off.**

Employees who have been laid off shall be recalled according to seniority provided the laid-off employee has provided the district with a current mailing address and telephone number or contact. The laid-off employees shall remain on the recall list for one (1) year from the date of lay off.

**Section 12.5.2. Seniority Lists.**

The District shall provide a current seniority list within each work area within ten (10) days of the beginning of each school year. Where employees have been hired on the same day, seniority will be determined by casting lots. The District and Union will be mutually responsible for conducting this procedure.

**Section 12.6. Job Posting.**

The District shall post notice of the availability of new or open positions within five (5) working days



1 of the official action authorizing such positions. Said positions shall be filled within twenty (20)  
2 working days after the posting is completed, provided the position is bid and is to be filled by a current  
3 employee.

4  
5 If a substitute that has been filling the vacant position during the above time-frame is hired for the  
6 vacant position, he/she shall be paid the appropriate rate retroactively to the first day of employment in  
7 that position.

8  
9 In no case shall a position be filled by a substitute for more than two (2) calendar months.

10  
11 **Section 12.7. Trial Period in New Position.**

12 In the event an employee changes positions/classification within the bargaining unit, the employee  
13 may, at the discretion of either the District or employee, have the option to return to their former  
14 position within twenty (20) working days. The employee’s vacated position will remain on temporary  
15 status and be available to the employee for this period of time.

16  
17 The immediate supervisor may inquire as to the employee’s satisfaction with the new position after ten  
18 (10) working days

19  
20 **Section 12.8.**

21 Employees changing from one classification to another shall retain their longevity steps on  
22 Schedule A.

23  
24  
25  
26 **ARTICLE XIII**

27  
28 **PROBATIONARY PERIOD**

29  
30 **Section 13.1.**

31 Each new hire shall remain in a probationary status for a period of not more than sixty (60) working  
32 days following the most recent date of hire. During this probationary period the District may discharge  
33 the employee. An employee who has been terminated during this probationary period shall not have  
34 recourse through the grievance procedure.

35  
36 **Section 13.2.**

37 At the end of the probationary period, the employee will be subject to all rights and duties contained in  
38 this Agreement retroactive to his/her hire date.

39  
40  
41  
42 **ARTICLE XIV**

43  
44 **DISCHARGE OF EMPLOYEES**

45  
46 **Section 14.1.**

47 The District may discharge any employee subject to this Agreement for justifiable cause.  
48



1 **Section 14.2.**

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

4  
5 **Section 14.3. Notification to Non-Annual Employees.**

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

8  
9 **Section 14.3.1.**

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

12  
13 **Section 14.3.2.**

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

16  
17 **Section 14.3.3.**

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

20  
21  
22 **ARTICLE XV**

23  
24 **RETIREMENT**

25  
26  
27 **Section 15.1.**

28 In determining whether an employee subject to this Agreement is eligible for participation in a  
29 Washington State Public Employees' Retirement System (PERS or SERS), the District shall report all  
30 hours compensated, whether straight time, overtime, or otherwise.

31  
32 **Section 15.2.**

33 On receipt of a written authorization by an employee, the District shall make the requisite withholding  
34 adjustments and deductions from the employee's salary and, if applicable, direct the County Auditor to  
35 make appropriate disbursements to the plan in like manner with other deductions authorized by this  
36 Agreement.

37  
38  
39  
40 **ARTICLE XVI**

41  
42 **INSURANCE**

43  
44 **Section 16.1.**

45 The District shall provide the allocated amount of insurance provided by state legislature to the  
46 employees, pro-rated per FTE, to be referenced on Schedule A and distributed among members of the  
47 bargaining unit. To gain maximum utilization of the total allowable state insurance contribution  
48 provided by law for employees covered by this Agreement, the District agrees that it will contribute



1 the maximum allowable to an insurance pool to be distributed among employees on a fair share basis.  
2 For distribution purposes, full-time equivalency shall be defined as one thousand four hundred forty  
3 (1,440) hours work, and each FTE employee shall be entitled to no less than the maximum state  
4 funded. All payments shall be on a twelve (12) month basis.

5  
6 From the dollar amount available to each employee, first shall be deducted the cost of the District's  
7 dental plan with the remaining monies available for application to one of the medical insurance  
8 programs.

9  
10 Any unused state provided funds in the employee pool shall be prorated to those employees who must  
11 pay out of pocket premiums for health insurance coverage. Any funds remaining after the pooling has  
12 been satisfied will be available on a pro rata share and may be applied to VEBA III.

13  
14 **Section 16.1.1.**

15 All employees subject to this Agreement who are hired after October 15 of each year and the  
16 addition of new dependents shall be entitled to the amount defined in Section 16.1 per FTE  
17 based on one thousand four hundred forty (1,440) hours work, and shall not participate in the  
18 insurance premium pool. Further, enrollments for dependents close on September 15 of each  
19 year.

20  
21 **Section 16.2.**

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

23  
24 **Section 16.3.**

25 Subject to pending and future legislation, the District shall make whatever contributions mandated by  
26 the Washington State Legislature toward the Washington State Unemployment Compensation Fund  
27 requisite to providing unemployment benefits for all employees subject to this Agreement.

28  
29  
30  
31 **ARTICLE XVII**

32  
33 **VOCATIONAL TRAINING**

34  
35 **Section 17.1.**

36 Employees required by the School District to attend workshops that will be of mutual benefit to both  
37 the employee and School District will receive full base wages while attending such workshops.

38  
39 Each employee shall be compensated at the employee's base hourly rate for any courses and/or  
40 training required as a condition of employment if training occurs after being employed, except route  
41 familiarization in the Transportation Department.

42  
43 **Section 17.2. Professional Development Funds.**

44 The District shall provide no less than one-thousand dollars (\$1000.00) to be used for the employees to  
45 attend conferences, workshops or other training that would benefit the employee and the district. These  
46 funds will be administered with the input and consultation of the Conference Committee.

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## ARTICLE XVIII

### POSITION DESCRIPTIONS

**Section 18.1.**

The District will provide the Association with job descriptions for all positions covered by this Agreement.

**Section 18.2.**

The District will provide the Association with such amendments, changes, and additions to job descriptions as they may from time to time occur.

## ARTICLE XIX

### ASSOCIATION MEMBERSHIP AND CHECKOFF

**Section 19.1.**

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

**Section 19.2.**

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

**Section 19.3.**

The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Association may pay to the Association each month a service charge (agency fee) as a contribution towards the administration of this Agreement. This service charge shall be collected by the Association in the same manner as monthly dues and shall be set each year by PSE no later than November 1.

**Section 19.4.**

Any employee who refuses to become a member of the Association in good standing or pay the service charge in accordance with the previous sections shall, at the option of the Association, be immediately discharged from employment by the District.

**Section 19.5.**

The District will notify the Association of all new hires within ten (10) working days of the hire date.



1 At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

2  
3 **Section 19.6.**

4 Nothing contained in this Agreement shall require Association membership of employees who object  
5 to such membership based on bona fide religious tenets or teaching of a church or religious body of  
6 which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a  
7 nonreligious charity or other charitable organization mutually agreed upon by the employee and the  
8 Association. The employee shall furnish written proof that such payment has been made. If the  
9 employee and the Association cannot agree on such matter, it shall be resolved by the Public  
10 Employment Relations Commission pursuant to RCW 41.56.122.

11  
12 **Section 19.7. Political Action Committee.**

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

20  
21 **Section 19.8. Checkoff.**

22 The District shall deduct PSE dues or service charges, assessments, and voluntary contributions from  
23 the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The  
24 District shall transmit all such funds deducted to the Treasurer of the Public School Employees of  
25 Washington/SEIU Local 1948 on a monthly basis.

26  
27 **Section 19.9. Hold Harmless.**

28 The Association agrees to defend, indemnify, and hold the District harmless against any claims, suits,  
29 orders or judgments brought or issued against the District as a result of actions taken by the District's  
30 implementation of the provisions of this Article that pertain to "Association Membership and  
31 Checkoff."

32  
33 The District agrees that the Association shall be authorized to defend such suit through an attorney of  
34 the Association's choosing; provided, however, that in the event the District chooses to be represented  
35 solely by its own counsel, the District agrees that the Association will be discharged from any liability  
36 hereunder. The District agrees to cooperate with the Association in defending any suit which may be  
37 brought against it as a result of this hold harmless agreement.

38  
39  
40  
41 **ARTICLE XX**

42  
43 **GRIEVANCE PROCEDURE**

44  
45 **Section 20.1.**

46 Failure of either party to conform to the time limits herein set forth will resolve the grievance based on  
47 the last answer provided (in the case of default by the grievant) or the relief last requested (in the case  
48 of default by the District).



1 The grievant shall initiate the grievance within twenty (20) days of the date the grievant was aware of  
2 the alleged violation. Any grievance not initiated within this limit shall be null and void, and subject to  
3 no further action. Any grievance may be initiated by either a verbal or written request for the meeting  
4 in Grievance process Step 1.

5  
6 **Section 20.2.**

7 During each step where a grievance is reduced to writing, the written statement shall clearly specify:

- 8
- 9 A. The specific sections of the Agreement allegedly violated and the manner in which the  
10 Agreement has been violated.
  - 11
  - 12 B. How and when the alleged violation occurred.
  - 13
  - 14 C. The results of the previous step(s), if appropriate, and why the results were unsatisfactory.
  - 15
  - 16 D. The name of the grievant(s), and the proposed remedy being sought for the resolution of the  
17 grievance.
  - 18

19 **Section 20.2.1.**

20  
21 Step 1:

22 The grievant(s) shall discuss the grievance first with the site administrator and immediate  
23 supervisor. Every effort shall be made to resolve the grievance at this level in an informal  
24 manner.

25  
26 In the event the grievant(s) is not satisfied with the disposition of the grievance through the  
27 informal discussion, it shall be reduced to writing on the approved form (Appendix D) and  
28 within five (5) days of the end of the informal conference shall be presented to the site  
29 administrator, or immediate supervisor.

30  
31 The site administrator or immediate supervisor shall, within five (5) days, provide the  
32 grievant(s) with a written response to the grievance.

33  
34 Step 2:

35 In the event that the grievant(s) is not satisfied with the disposition of his/her grievance at Step  
36 1, he/she shall submit the grievance, in written form, to the Superintendent within twenty (20)  
37 working days from the date of receipt of the response from Step 1..

38  
39 The Superintendent shall, within five (5) days of receipt of the request, meet with the grievant,  
40 and if requested, a representative of the grievant's choice, in an effort to arrive at an equitable  
41 solution.

42  
43 If the grievance is resolved at this step, the Superintendent shall provide the grievant(s) with a  
44 written disposition of the grievance within five (5) days after this meeting.

45  
46 Step 3: Mediation.

47 The District and the Association may mutually agree to submit a grievance to mediation. If the  
48 parties agree, submission of the grievance to binding arbitration will be held in abeyance until

1 the conclusion of mediation proceedings.

2  
3 In the event that the grievant(s) is not satisfied with the disposition of his/her grievance at Step  
4 2, the parties may mutually agree to a procedure for the mediation of grievances in accordance  
5 with the following:

- 6  
7 A. If the grievant is not satisfied with the disposition of the grievance at Step 2 of the  
8 grievance procedure, or if no written decision has been received from the District within  
9 the time limits prescribed in Step 2, the Association must notify the District in writing  
10 within five (5) working days of the conclusion of Step 2 of the grievant's desire to refer  
11 the grievance to mediation. The District shall respond to the Association whether or not  
12 it agrees to the mediation of the grievance no later than five (5) working days of the  
13 request.

14  
15 Within five (5) working days following the agreement of the District and the  
16 Association to mediate the grievance, both parties shall agree upon and notify the  
17 appropriate mediation association and schedule a mediation conference at the earliest  
18 possible date.

19 The mediator shall determine the process and procedures to be followed during the  
20 mediation conference.

21  
22 If no settlement is reached at mediation, the grievance may be appealed to binding  
23 arbitration in accordance with Step 4 of the Grievance Process. If the Association  
24 desires to appeal the grievance to Step 4, written notice must be made within ten (10)  
25 working days following the conclusion of the mediation conference.

26  
27 The fees and expenses of the mediator shall be shared equally by all parties.

28  
29 Should the grievance not be settled in Step 3, no settlement offer made by either side  
30 during mediation can be used in any subsequent arbitration proceeding.

31  
32 Step 4: Binding Arbitration.

- 33 A. If the grievant(s) is not satisfied with the response at Step 3 or Step 2, whichever is  
34 appropriate, or if no decision has been rendered within ten (10) days after he/she has  
35 met with the Superintendent, he/she may within five (5) days request that the  
36 Association submit his/her written grievance to arbitration.
- 37  
38 B. If the Association determines that the grievance involved the interpretation, or  
39 application, of any of the terms and conditions of this Agreement, it may, by written  
40 notice to the Superintendent, within five (5) days after receipt of the request from the  
41 aggrieved person(s) submit the grievance to binding arbitration. If any question arises as  
42 to arbitrability, such question will first be ruled upon by the arbitrator selected to hear  
43 the dispute.
- 44  
45 C. Within ten (10) days after such written notice of submission to arbitration, the  
46 Superintendent and the Association will attempt to agree upon a mutually acceptable  
47 arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are  
48 unable to agree upon an arbitrator or to obtain such a commitment within the ten (10)

1 day period, a request for a list of arbitrators may be made to the American Arbitration  
2 Association.

- 3
- 4 D. Neither party shall be permitted to assert in the arbitration proceedings any evidence  
5 which was not submitted to the other party before the completion of the Step 3 meetings  
6 if such meetings are held.
- 7
- 8 E. The arbitrator selected will confer with the representatives of the Superintendent and the  
9 Association and hold hearings promptly and will issue his/her decision not later than  
10 thirty (30) days from the date of the close of the hearings or, if oral hearings have been  
11 waived, then from the date the final statement and proofs are submitted to him/her. The  
12 arbitrator's decision will be in writing and will set forth his/her findings of fact,  
13 reasoning, and conclusions on the issues submitted. The arbitrator will be without  
14 power of authority to make any decision which require the commission of an act  
15 prohibited by law or which is a violation of the terms of this Agreement. The decision  
16 of the arbitrator will be final and binding upon the parties.
- 17
- 18 F. The costs for the services of the arbitrator, including the per diem expenses, if any and  
19 his/her travel and subsistence expenses and the cost of any hearing room will be borne  
20 equally by the Board and the Association. All other costs will be borne by the party  
21 incurring them.
- 22
- 23 G. The time frames found in the Grievance Procedure may be extended by mutual  
24 agreement.
- 25
- 26
- 27

## 28 ARTICLE XXI

### 29 SALARIES

#### 30 Section 21.1.

31 Salaries contained in Schedule A shall be subject to renegotiation for each school year upon the request  
32 of either party. Should the date of execution of this Agreement be subsequent to the effective date,  
33 salaries, including overtime, shall be retroactive to the effective date.  
34

35 This agreement shall be reopened as necessary to consider the impact of any legislation enacted which  
36 occurs following execution of this agreement. Either party may demand the contract be reopened  
37 when legislation enacted affects the terms and conditions herein or creates authority to alter practices  
38 in public employment.  
39

#### 40 Section 21.2.

41 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this  
42 Agreement or, in the case of retroactive pay resulting from negotiations pursuant to Section 24.3, on  
43 the first regular payday following agreement on such schedule.  
44

#### 45 Section 21.3.

46 Incremental steps, where applicable, shall take effect on September 1 of each year during the term of  
47

1 this Agreement. Employees who are hired after March 1 of the school year shall remain on the first  
2 step of the salary schedule until they have worked one (1) year at which time they will be eligible for a  
3 step increase on the next September 1st. In the case of a twelve (12) month employee, he/she shall be  
4 eligible for a step increase on September 1st if the employee has been a regular employee for at least  
5 six (6) months.  
6  
7  
8

## 9 ARTICLE XXII

### 10 USE OF PERSONAL VEHICLES/MILEAGE

#### 11 Section 22.1.

12 Employees shall utilize their personal vehicles in performance of official District business only upon  
13 specific written authorization by the District, except that prior verbal authorization by the District may  
14 be given in emergency situations. This authorization shall present documentation as to actual usage of  
15 personal vehicles in a form and manner approved by the District. Upon approval, the cost per mile  
16 reimbursement shall be that amount established by the Board of Directors for all school employees or  
17 the IRS rate whichever is greater.  
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22

## 23 ARTICLE XXIII

### 24 SEPARABILITY OF PROVISIONS

#### 25 Section 23.1.

26 If any provision of this Agreement or the application of any such provision is held invalid, the  
27 remainder of this Agreement shall not be affected thereby.  
28  
29  
30

#### 31 Section 23.2.

32 Neither party shall be compelled to comply with any provisions of this Agreement which conflicts with  
33 state or federal statutes or regulations promulgated pursuant thereto.  
34

#### 35 Section 23.3.

36 In the event either of the foregoing sections is determined to apply to any provision of this Agreement,  
37 such provisions shall be renegotiated pursuant to Section 24.3.  
38  
39  
40

## 41 ARTICLE XXIV

### 42 TERM

#### 43 Section 24.1.

44 The term of this Agreement shall be September 1, 2015 to August 31, 2018.  
45  
46  
47  
48

1 **Section 24.2.**

2 All provisions of this Agreement shall be applicable to the entire term of this Agreement  
3 notwithstanding its execution date except as provided in the following section.  
4

5 **Section 24.3.**

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

**PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948**

**DEER PARK CHAPTER**

**DEER PARK SCHOOL DISTRICT #414**

**BY: \_\_\_\_\_  
Beth Feser, Chapter President**

**BY: \_\_\_\_\_  
Travis Hanson, Superintendent**

**DATE: \_\_\_\_\_**

**DATE: \_\_\_\_\_**



**SCHEDULE A  
DEER PARK SCHOOL DISTRICT # 414  
SEPTEMBER 1, 2015 – AUGUST 31, 2016**

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| <b><u>CUSTODIANS</u></b>     | <b><u>Year 1</u></b> | <b><u>Year 2</u></b> | <b><u>Year 3</u></b> | <b><u>Year10</u></b> | <b>Includes \$0.20</b>  | <b>Includes \$0.20</b>  | <b>Includes \$0.20</b>  |
|------------------------------|----------------------|----------------------|----------------------|----------------------|-------------------------|-------------------------|-------------------------|
|                              |                      |                      |                      |                      | <b><u>Increment</u></b> | <b><u>Increment</u></b> | <b><u>Increment</u></b> |
|                              |                      |                      |                      |                      | <b><u>Year 15</u></b>   | <b><u>Year 20</u></b>   | <b><u>Year 25</u></b>   |
| Head Custodian               | \$15.56              | \$16.20              | \$16.86              | \$17.45              | \$17.65                 | \$17.91                 | \$18.12                 |
| Custodian                    | \$14.42              | \$15.00              | \$15.54              | \$16.29              | \$16.50                 | \$16.79                 | \$17.00                 |
| Substitute                   | \$12.98              |                      |                      |                      |                         |                         |                         |
| <b><u>FOOD SERVICE</u></b>   |                      |                      |                      |                      |                         |                         |                         |
| Cook                         | \$13.18              | \$14.01              | \$14.84              | \$15.38              | \$16.14                 | \$16.35                 | \$16.55                 |
| Assistant Cook               | \$11.78              | \$12.35              | \$12.90              | \$13.29              | \$13.93                 | \$14.13                 | \$14.34                 |
| Substitute                   | \$10.95              |                      |                      |                      |                         |                         |                         |
| <b><u>TRANSPORTATION</u></b> |                      |                      |                      |                      |                         |                         |                         |
| Bus Driver                   | \$14.70              | \$15.33              | \$17.00              | \$17.14              | \$17.56                 | \$17.77                 | \$17.97                 |
| Substitute                   | \$14.70              |                      |                      |                      |                         |                         |                         |
| Mechanic                     | \$19.48              | \$19.48              | \$19.48              | \$20.66              | \$22.18                 | \$22.38                 | \$22.59                 |
| Assistant Mechanic           | \$18.04              | \$18.04              | \$18.04              | \$19.21              | \$20.64                 | \$20.85                 | \$21.05                 |

