

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTH THURSTON PUBLIC SCHOOLS #3

AND

PUBLIC SCHOOL EMPLOYEES OF NORTH THURSTON

SEPTEMBER 1, 2017 – AUGUST 31, 2020



Public School Employees of Washington/SEIU Local 1948

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DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel wages, hours, terms and conditions of employment affecting them contributes to effective operation of school business.
2. 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.
3. 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 of actions affecting the conditions of their employment.
4. Effective employee management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. 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.

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P R E A M B L E

This Agreement is made and entered into between North Thurston Public Schools (hereinafter "District") and Public School Employees of North Thurston Public Schools, an affiliate of Public School Employees of Washington (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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A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

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Section 1.1. Association Recognition.

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

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Section 1.2. Membership Non-Inclusion.

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

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Section 1.3. Job Descriptions.

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

1 **Section 1.4. Positions of Membership.**

2 The bargaining unit to which this Agreement is applicable shall consist of all regularly assigned
3 classified employees in the general job classification of Transportation Specialists, Food and Nutrition,
4 Mechanics, Dispatchers, and Warehouse Employees.
5

6 **Section 1.4.1.**

7 Substitute employees who have completed thirty (30) or more days of work during any twelve
8 (12) month period ending in the preceding or current school year and continue to be available for
9 employment as substitutes shall be included in the bargaining unit, subject only to Schedule A.
10

11 **Section 1.5. No Strike/No Lockout.**

12 The Association agrees not to strike during the term of this Agreement. The District agrees not to
13 lockout employees during the term of this Agreement.
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16 **ARTICLE II**

17 **MANAGEMENT RIGHTS**

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21 **Section 2.1. Customary Rights.**

22 It is agreed that the customary and usual rights, powers, functions and authority of management are
23 vested in management officials of the District.
24

25 Included in these rights in accordance with applicable laws and regulations is the right to direct the work
26 force, the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend,
27 discharge, demote or take other disciplinary action against employees; and the right to release employees
28 from duties because of lack of work or for other legitimate reasons. The District shall retain the right to
29 maintain efficiency of the District operation by determining the methods, the means and the personnel by
30 which such operation is conducted.
31

32 **Section 2.2. Rules and Regulations.**

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

41 **RIGHTS OF THE EMPLOYEES**

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44 **Section 3.1. Employee Protection.**

45 It is agreed that the employees in the bargaining unit defined herein shall have and shall be protected in
46 the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
47 The freedom of such employees to assist the Association shall be recognized as extending to
48 participation in the management of the Association, including presentation of the views of the

1 Association to the Board of Directors of the District or any other governmental body, group or
2 individual. The District shall neither encourage nor discourage membership in any employee
3 organization.

4
5 **Section 3.2. Matters of Concern.**

6 Each employee shall have the right to bring matters of work related professional concern to the attention
7 of the appropriate Association representatives and/or appropriate officials of the District.

8
9 **Section 3.3. Right of Representation.**

10 Employees of the unit subject to this Agreement have the right to have Association representatives
11 present at discussions of matters relating to employment status between themselves and supervisors or
12 other representatives of the District as herein provided.

13
14 **Section 3.4. Delegation of Rights.**

15 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,
16 exclusive of compensation and assigned duties or responsibilities for services rendered, to appropriate
17 officials of the Association.

18
19 **Section 3.5. Non-discrimination.**

20 The District and Association agree to comply with all applicable laws governing discrimination in
21 employment.

22
23 **Section 3.6. Personnel Files.**

24 One personnel file shall be maintained on each employee and that file shall be filed at the District office;
25 however, the Association recognizes the right of the District to maintain work files to be used by the
26 immediate supervisor. The purpose of the working file is to aid the supervisor in the preparation of the
27 annual evaluation. Therefore, working files will be purged on an annual basis and materials in each
28 employee's working file will be discarded and have no effect after July 1 of each year, except if the
29 documentation is evaluative, disciplinary or required by law.

30
31 **Section 3.6.1.**

32 An employee shall have the right, upon reasonable request, to inspect the contents of the
33 employee's personnel file. Inspection shall be in the presence of a District representative. File
34 materials may be reproduced for the employee as promptly as is feasible upon request.

35 Reproduction shall be at the employee's expense. An Association representative may, at the
36 employee's request, be present during the review of said employee's file.

37
38 **Section 3.6.2.**

39 No materials derogatory of the employee's conduct, service, character, or personality shall be
40 placed in the personnel file unless the employee has received a copy. The employee shall have
41 the right to write the employee's version of the incident or statement and have the employee's
42 statement attached to the original documents, with a copy to the immediate supervisor.

43
44 After a period of one year from inclusion in the file, and subject to satisfactory performance
45 during that year, an employee may request that derogatory material be removed from the
46 employee's personnel file. The intent of the parties is that it is not mandatory that derogatory
47 materials be removed, but only considered for removal.

1 **Section 3.7. Safety.**

2 The District agrees to provide safe and non-hazardous working conditions within the district facilities.
3 Employees will not be required to re-enter a building if it has been evacuated for any reason until such
4 time the building has been declared safe by the appropriate authorities. The employees will use all
5 equipment required by state and federal regulations and provided by the employer. The District agrees to
6 comply with all appropriate and applicable health and safety regulations. Employees accept the
7 responsibilities stated in WAC 296-800-12005 General Safety and Health Standards:
8

- 9 • Study and follow all safe practices that apply to their work.
- 10 • Coordinate and cooperate with all other employees in the workplace to try to eliminate on-the-job
11 injuries or illnesses.
- 12 • Apply the principles of accident prevention in their daily work and use proper safety devices and
13 protective equipment as required by their employment or employer.
- 14 • Take care of all personal protective equipment (PPE) properly.
- 15 • Not wear torn or loose clothing while working around machinery.
- 16 • Report promptly to their supervisor every industrial injury or occupational illness.
- 17 • Not remove, displace, damage, destroy or carry off any safeguard, notice, or warning provided to
18 make the workplace safe.
- 19 • Not interfere with use of any safeguard by anyone in the workplace.
- 20 • Not interfere with the use of any work practice designed to protect them from injuries.
- 21 • Do everything reasonably necessary to protect the life and safety of employees.

22
23 **Section 3.7.1.**

24 Employees required to work with potentially violent or aggressive students shall be informed of
25 special needs on a need to know basis. Any dangerous situation shall promptly be reported to the
26 employer or the employer’s designated representative by filling out a District supplied incident
27 report.
28

29 **Section 3.7.2. Vehicle Accident Management.**

30 Drivers of District vehicles are required to report all accidents, including minor accidents and
31 non-collision injuries, immediately from the scene by radio or phone. All accidents will be
32 documented and investigated by appropriate District staff.
33

34 **Section 3.7.3.**

35 Management shall utilize the findings of the Accident Review Board to improve workplace
36 safety.
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38 **Section 3.7.4.**

39 The District will consult with the association regarding appropriate support for drivers involved
40 in a serious accident.
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ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Association Representation of Employees.

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

Section 4.2. Employee Disciplinary Notification.

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

Section 4.3. Membership Information Provision.

The names, work addresses, work assignments and salary information of employees in the respective classifications will be provided annually on approximately October 1st to the President of the Association and updated as changes in personnel occur.

Section 4.4. District Policies.

The Association shall have access to all District Policies on the District website.

Section 4.5. Release Time for Meetings and Grievances.

Designated Association Representatives shall be entitled to paid release time for meetings and grievances scheduled by the District during working hours. Such paid release time shall not exceed the actual work time lost.

Section 4.6. Use of District Mail Service.

The Association shall have the right to reasonable use of the District's email, internal mail service and mailboxes; provided, however, all materials for each building will be addressed to one building representative for distribution.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1. Matters Appropriate for Consultation and Negotiation.

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are general working conditions of employees in the bargaining unit subject to this Agreement, and any other items stipulated by law.

1 **Section 5.2. Consultation on Matters not Covered by the Agreement.**

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

5
6 **Section 5.3. Reductions of the Bargaining Unit Work Force.**

7 When reductions of the bargaining unit work force are being contemplated, the District shall first consult
8 with the School Board, and then consult with the Association as to the necessity for and the manner of
9 such reduction prior to any public announcement in any media forum, i.e., radio, TV, internet, and/or
10 newspaper media.

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14 **ARTICLE VI**

15 **ASSOCIATION-MANAGEMENT RELATIONS**

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18 **Section 6.1. Review of Appropriate Matters.**

19 This Article allows for the review of matters appropriate for discussion between the parties, given
20 consideration to mutual concerns pertaining to the Transportation, Food and Nutrition and Warehouse
21 departments.

22
23 **Section 6.2. Representation.**

24 The Association shall designate representatives from each of the following classifications: warehouse
25 (1), dispatcher (1), mechanic (1), food & nutrition (2), and transportation (2), plus the president(s) with
26 an open invitation to the Public School Employees (PSE) representative, to meet with the Executive
27 Director for Human Resources and/or designated representative.

28
29 **Section 6.3. Meeting Schedule.**

30 The joint meeting between the Association and the District staff shall be held in October, November,
31 January, March, April and May.

32
33 An Association and District staff member shall select the appropriate day and time for such meetings.

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36 **ARTICLE VII**

37 **DEFINITIONS**

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41 **Section 7.1. Twelve (12) Month Employee.**

42 An employee who is on a regular scheduled basis, eight (8) hours or less, on a twelve (12) month basis.

43
44 **Section 7.2. School Term Employee.**

45 An employee who is on a regular scheduled basis, eight (8) hours or less with work days established with
46 the school calendar.

1
2 **Section 7.2.1. Food and Nutrition Extra Work.**

3 Includes, however, is not limited to: catering, school functions requiring Food and Nutrition
4 employees and Summer Meals Program.
5

6 **Section 7.3. Substitute Employee.**

7 An employee hired on an interim basis, usually to fill in for the absence of a regularly scheduled
8 employee.
9

10 **Section 7.4. Transportation Specialist.**

11 An employee who is a regular school bus driver.
12

13 **Section 7.5. Vacant Position.**

14 Any newly created position to be filled or any previously existing or continuing position to be filled to
15 which no incumbent will be assigned by the District. A vacant position for drivers is a run or route
16 which has been regularly transported for thirty (30) days with no re-employment rights of an employee to
17 that run or route.
18

19 **Section 7.6. Assignment.**

20 The classification, location and hours of work into which an employee is initially placed by the District.
21

22 **Section 7.7. Reassignment.**

23 An employer or employee-initiated action seeking to change the employee's location and/or hours of
24 work in accordance with available locations or hours posted under Section 8.1.2.
25

26 **Section 7.8. Transfer.**

27 An employer-initiated action to change an employee's location or hours of work or both.
28

29 **Section 7.9. Promotion.**

30 An employer-initiated action which raises an employee to a position within the general job classification,
31 with a higher salary scale.
32

33 **Section 7.10. Accumulated Sick Leave.**

34 Sick leave not used during the work year in which it is earned and carried forward to the following years.
35

36 **Section 7.11. Route/Package.**

37 A route/package is a combination of all of the transportation specialist's daily/weekly work assignment.
38

39 **Section 7.12. Basic/Base Route.**

40 The basic/base route is the regularly assigned A.M. run or set of runs, regularly assigned P.M. run or set
41 of runs or combination of A.M. and P.M. runs.
42

43 **Section 7.13. Run.**

44 A run is a portion of a route.
45

46 **Section 7.14. Mid-Day Run.**

47 This is a run that transports students from home to school or from school to home after the regularly
48 assigned A.M. basic route and before the regularly assigned P.M. basic route.

1
2 **Section 7.15. Shuttle Run.**

3 This category is that set of routes that exist to transport student between school and/or learning centers
4 for instruction during the regular school day.

5
6 **Section 7.16. Add On.**

7 An additional service for student transportation that is added to a run after the bid process.

8
9 **Section 7.17. Average Daily Assigned Time.**

10 Average daily assigned time is the weekly sum of daily assigned time divided by five (5) (for five (5)
11 days in the week).

12
13 **Section 7.18. Date of Hire (hire date).**

14 The Date of Hire is the day the employee was hired by the District as a regular employee. Date of hire or
15 hire date is used to determine longevity based benefits, such as pay step (See Section 16.35.)

16
17 **Section 7.18.1 Seniority Date.**

18 Seniority date and hire date may be the same. They will differ when an employee changes
19 classifications within the bargaining unit. Seniority date is used for determining preferences
20 within classification where decisions are made on the basis of seniority. Seniority date is the date
21 an employee began service within their classification.

22
23 **Section 7.19. Leave Replacement.**

24 A person hired on a temporary basis to replace a regular employee on approved leave.

25
26 An employee performing work as a "leave replacement" substitute will have a seniority hire date that
27 coincides with the day they were assigned as a "leave replacement" if the employee works twenty (20)
28 hours per week continuously without a break in service, and is hired into a regular position. If a leave
29 replacement position runs to the end of the school year and the driver is then hired for a regular run that
30 begins no later than October 30th there will be no break in service,

31
32 **Section 7.20. Personnel Action Form (PAF).**

33 The Personnel Action Form (PAF) is a form that recognizes any type of personnel action or change.

34
35 **Section 7.21. Bid on Extras.**

36 Bid on Extras are extra duties bid by a transportation specialist after the bid process for the basic route.

37
38 **Section 7.22. Late Extra Duty Trips.**

39 Any trip that becomes available after the bid process.

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41 **Section 7.23. Alternate Cook Helper.**

42 An employee hired to work each school day as assigned.

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ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 8.1. All Employees.

Section 8.1.1. Work Week.

The regular work week for employees covered by this Agreement shall begin at 12:01 am on Sunday of each week and end at 12:00 midnight the following Saturday. Any consideration of a change shall be reviewed with the Association before implementation.

Section 8.1.2. Work Shift.

The regular shift will be eight (8) hours per day, with daily/weekly work shifts assigned in seniority order with a scheduled unpaid lunch period as close to the middle of the shift as possible. In addition, there will be a paid fifteen (15) minute break in the first half and second half of the shift.

An employee may be assigned a work shift less than eight (8) hours per day. Such employee shall be allowed a rest period of at least ten (10) minutes not to exceed fifteen (15) minutes for each three and a half (3 1/2) hours of working time. An uninterrupted thirty (30) minute lunch period commencing no less than two (2) hours nor more than five (5) hours from the beginning of the shift will be non paid and considered to be on the employee's own time. The employee shall not be required to work more than five consecutive hours without a meal period.

Section 8.1.3. Posting of Positions.

The District shall publicize within the bargaining unit for five (5) working days the availability of positions as soon as possible after the District approves the opening (twenty (20) work days maximum unless delay caused by process of filling followed in good faith). A copy of the job posting shall be forwarded to the President of the Association. The District may reassign employees to vacant positions for the posting and filling period. The District will communicate monthly with the Association on the status of the vacant position until filled.

Section 8.1.4. Seniority Posting.

The District will post in each job location a seniority list of employees within classifications. Such lists are to be posted in November or upon request of the PSE President.

Section 8.1.5. Compensatory Time.

Compensatory time will be available to all employees. Time worked beyond forty (40) hours per week will be compensated at one and one-half (1 1/2) times the regular hourly rate for each hour worked. The decision to receive pay or compensatory time will be at the option of the employee, and meet all federal and state requirements.

Section 8.1.6. Overtime.

Overtime will be considered hours worked beyond forty (40) hours per week. Overtime will be paid at one and one-half (1 1/2) times the employee's regular hourly rate. The District will make every reasonable effort to assign planned overtime by seniority on a rotation basis. The decision

1 to receive pay or compensatory time will be at the option of the employee and meet all federal
2 and state requirements.

3
4 **Section 8.1.7. Temporary Higher Classification Pay.**

5 Employees requested to work a minimum of two (2) hours of a shift regularly filled by a higher
6 classification employee shall receive compensation equal to that normally received by the
7 employee in the higher classification beginning on the third (3rd) continuous workday in the
8 higher position retroactive to the first day in the higher position.

9
10 **Section 8.1.8. Pay Schedule.**

11 Employees covered by this Agreement will be paid their annual wages in twelve (12) equal pay
12 periods as reported within the District procedures and timelines and authorized on time slips.
13 Employees on a DAT will be paid for actual time worked in September and prorated for eleven
14 (11) equal pay periods thereafter.

15
16 **Section 8.2. Food and Nutrition Employees.**

17
18 **Section 8.2.1. Work Shift.**

19 Each employee will be assigned in advance to a definite shift with designated times of
20 beginning and ending. Catering positions may be offered, by seniority, and will be assigned a
21 variable workday and/or work week.

22
23 **Section 8.2.2. Extra Work.**

24 Annually, the Food and Nutrition Director will have those cooks and cook helpers interested in
25 extra work, for other functions and activities sign up on an extra work roster. The roster will
26 allow said employees to sign up for extra work in other facilities.

27
28 When a function is to take place in a school requiring Food and Nutrition extra work, the first
29 preference will be the employees assigned to the facility based on seniority except for the
30 summer lunch program, work shall be awarded by seniority to interested employees. If there are
31 no employees available for the extra work at the facility, the employees on the extra work roster
32 desiring work at other facilities will be given the opportunity for the extra work on a rotational
33 basis.

34
35 If there are no employees available for extra work from the extra work roster, the Director of
36 Food and Nutrition will use whatever is necessary to provide the services.

37
38 **Section 8.2.3. Food and Nutrition Work Year.**

39 Food and Nutrition employees shall be offered available work during the days of student
40 attendance. In the event employees are not able to perform regular duties, available alternate
41 work will be offered by seniority as delegated by the District.

42
43 Some bargaining unit members may be assigned a shorter work year if the school attendance
44 calendar for a group of children contains less than the student attendance days for regular
45 programs required by law.

46
47 The parties will meet annually and confer to review available work assignments and impact of
48 cost on operations. Annually, by November 1, the District will provide a list of employees by

1 school locations to each kitchen. In the event of closed school, delayed starts, road closures or
2 strikes, bargaining unit members will be advised regarding whether to report for other duties
3 assigned. This section does not apply in the event of natural disasters.
4

5 **Section 8.2.4.**

6 The District will evaluate open positions and assignment of additional hours to employees. If
7 the District believes the duration of additional hours assigned to the employee will exceed 60
8 workdays, the employee will be granted additional leave benefits for the period of time
9 working the additional hours.
10

11 **Section 8.2.5. Minimum Time for Duty Calls.**

12 Employees will be paid a minimum of two (2) hours at the appropriate rate for all duty calls.
13 The District will make every reasonable effort to call back in seniority rotation order employees
14 who have completed their shift.
15

16 **Section 8.3. Transportation Specialists**

17 **Section 8.3.1. Daily Assigned Time.**

18 Annually, the District will review the student needs for transportation services. Runs will be
19 established to meet these needs.
20

21
22 Transportation specialists will be paid a two (2) hour minimum for each regularly assigned
23 A.M./P.M. basic route. During scheduled early release days transportation specialists who return
24 to work during the regularly scheduled take home PM shift to do one or more of the regularly
25 assigned PM route, will claim a two (2) hour minimum. Other duties may be assigned to fill the
26 two-hour minimum. Management will determine when time will continue between runs.
27

28 During early release some transportation specialists who do not normally work between the hours
29 of 9:30 a.m. and 1:30 p.m. will be expected to report during this time frame. These employees
30 will claim pre trip, run time, and post trip. No two-hour minimum will be claimed. Management
31 will determine when work is connected requiring time to run through between work assignments.
32

33 Basic routes will be carried forward to the following year. During the course of the contract,
34 management has the right to make assignment and adjustment changes as is appropriate. Special
35 needs routes will be bid annually by seniority by the employees who provided special needs basic
36 route service the previous year. Seniority bidding rights shall apply should newly created special
37 needs basic routes become available.
38

39 During the course of a school year, basic route changes may occur that negatively affect a senior
40 transportation specialist. If the change reflects a reduction in time to the original basic route of
41 thirty (30) minutes or more, and the employee has not been offered an opportunity by seniority if
42 work is available to regain such time, the employee will notify the Director of Transportation in
43 writing by May 1 of their wish to regain the time loss prior to the start of the upcoming school
44 year. If there are no basic routes prior to the start of the upcoming year that offers the employee a
45 gain to the original basic route, the Director of Transportation will make the necessary
46 adjustments to replace the loss to basic routes.
47

1 At the beginning of each school year, transportation specialists will bid on regular extra runs by
2 seniority.
3 Following the bidding process, daily assigned times will be established for each transportation
4 specialist. This process will be completed by October 10.
5

6 Student absences shall not reduce a transportation specialist's daily assigned time for payroll and
7 PAF purposes. Add on extra programs that have been in place for at least twenty (20) school
8 days, which terminate during the final two weeks of the school term, shall not reduce the
9 employee's existing benefit pool. Daily assigned time compensation will reduce in conjunction
10 with program termination.
11

12 **Section 8.3.2. Daily Assigned Time Alterations.**

13 Daily assigned time packages that become available during the school year will be posted for a
14 period of five (5) working days. The most senior transportation specialist desiring to bid for a
15 daily assigned time package must demonstrate a minimum change of thirty (30) minutes to their
16 existing average daily assigned time package.
17

18 When a daily assigned time package consists of the basic route only, any transportation specialist
19 who can demonstrate a change of a minimum of thirty (30) minutes over their existing basic route
20 may bid. A transportation specialist may bid from a regular basic route to a special needs open
21 basic route with a decrease, increase, or no change to daily assigned time. A transportation
22 specialist may bid from a special needs basic route to a regular open basic route with a decrease,
23 or no change to daily assigned time. If the transportation specialist desires, their existing regular
24 extra runs will continue to be assigned to them based on efficiency. The District reserves the
25 right to break apart vacated basic routes or daily assigned time packages prior to bidding.
26

27 Basic routes that are created before October 10 will be posted. Any transportation specialist may
28 bid from a regular route to a new special needs route or a special needs route to a new regular
29 route. The one-half (1/2) hour bar will not apply in this situation. Following the first transfer of
30 staff, the one-half (1/2) hour bar will be effective. However, if a transportation specialist is to be
31 considered qualified to transport special needs students, the transportation specialist will be
32 required to complete training classes related to special students and the special care this area of
33 transportation requires. No transportation specialist will be allowed to drive special needs
34 students without the annual special needs training course.
35

36 Transportation specialists may bid to transfer from a mid-day, regular activity run to a different
37 midday, regular activity, such as midday to regular activity, with no increase to daily assigned
38 time. However, if transportation specialists are bidding on the same service, such as midday to
39 midday, the employees must demonstrate a minimum change of thirty (30) minutes to their daily
40 assigned time regardless of special needs or regular education status of the run.
41

42 As services are added or changes occur, services will be combined with other services, based on
43 efficiency, and then seniority, or offered as a bid on extra. After daily assigned times are
44 established, any extra bid on work will be posted and bid by seniority, based on efficiency. Bid
45 on work is defined as extra or additional runs, or time added because of new programs, and does
46 not apply to special needs routes where a student is added. In these cases, work will be assigned
47 by efficiency, then by seniority. Senior transportation specialists have the right to fulfill a forty
48 (40) hour work week first.

1
2 Prior to the start of a school year, any transportation specialists who wishes to give up their
3 existing basic route may do so. Such specialists will be given the opportunity to bid for any open
4 basic route by seniority.
5

6 All permanent changes to daily assigned time of at least one (1) hour will result in an amended
7 PAF for determining benefits. The end of a program or student program assignment will affect
8 daily assigned time.
9

10 **Section 8.3.3. Pre-Post Trip.**

11 Pre-trip and post-trip duties and procedures will be determined by management, and State/Federal
12 school transportation regulations.
13

14 Transportation Specialists will include in their daily assigned time fifteen (15) minutes pre-trip
15 for the first and last route of the day. Shuttle routes will also include a fifteen (15) minute pre-
16 trip. Such routes will include a five (5) minute post-trip, unless it goes from one route to another.
17

18 Transportation specialists will include in their daily assigned time ten (10) minutes for a pre-trip
19 and five (5) minutes for post-trip duties for other routes. If a transportation specialist is assigned
20 to a bus that has not been driven in the course of a day, a fifteen (15) minute pre-trip will be done.
21 If a transportation specialist assignment requires the specialist to go directly from one route to
22 another, no pre-trip or post-trip will be necessary between runs or routes.
23

24 **Section 8.3.4. Driving Time Limitation.**

25 Transportation specialists will not be allowed to establish daily assigned times in excess of forty
26 (40) hours per week, including pre-trip and post-trip time, and extra duty work, except for
27 emergencies.
28

29 The parties recognize that Holidays are not time worked for the purpose of triggering overtime
30 pay. On a week when there is a holiday(s) the forty (40) hour employment restriction will be
31 extended to maximum number of hours which would not require the payment of overtime.
32

33 During a normal work day duties related to the transportation operation may be assigned to fulfill
34 a two (2) hour minimum during this time.
35

36 Paid time shall begin at the start of the pre-trip and end following a route or run post trip which
37 will not exceed five (5) minutes.
38

39 **Section 8.3.5. Extra Duty Trips.**

40 Transportation specialists will not be allowed to bid on or accept daily trips that interfere with
41 their regularly assigned duties unless it provides a minimum gain of two (2) hours.
42

43 In the event an extra trip departs with students and returns more than two (2) hours earlier than
44 the minimum time indicated on the bid sheet, the transportation specialist will be paid the
45 minimum hours indicated on the bid sheet and be required to work the time necessary to balance
46 the pay for work requirements of the district or the transportation specialist will be paid for the
47 actual time of the trip and not be required to work the extra time.
48

1 A list of trips which have been processed through the transportation office will be bid weekly by
2 seniority. Late extra duty trips will be offered to the next transportation specialist in line
3 following the last bidding transportation specialist from the extra duty trip list. This will be done
4 in descending order of seniority. The extra trip bidding process will be determined by the
5 District. The District developed bidding process will not require attendance by the transportation
6 specialist.

7
8 The minimum call out time for extra duty trips shall be two (2) hours, unless combined with other
9 routes or other assigned duties to create a minimum of two (2) hour work route.

10
11 If an extra duty trip (excluding athletic trips) is canceled less than two hours before departure
12 time, the employee will be paid two (2) hours report time and be required to work at other duties
13 as assigned for the two hours paid for by the district for the cancelled trip, unless the trip is
14 combined with other trips, routes or other assigned duties to create a two (2) hour minimum or the
15 employee will be placed at the top of the trip roster for the upcoming week in the order that the
16 employee bid on the trip, unless the trip was scheduled to be two (2) hours or less. In this case,
17 two (2) hours of pay would be paid, but the transportation specialist will not be placed back on the
18 trip roster.

19
20 Substitutes shall not be used on extra trips unless regular transportation specialists are not
21 available.

22 In an emergency situation, such as no regular or substitute employees or equipment are available,
23 service for extra duty trips may be provided by another means.

24
25 There shall be no bidding for District motor pool vehicles and vans when one (1) driver and nine
26 (9) or less students are going to the same destination.

27
28 District buses will be driven by personnel hired primarily as transportation specialists and hold a
29 current Commercial Driver's License (CDL) Endorsement.

30
31 **Section 8.3.5.1. Trip Bidding.**

- 32 1. Trips will be assigned after the weekly bid window closes. The bid window will be set
33 from 5:00 p.m. Wednesday until 10:30 a.m. Thursday. Any trip that is available for bid
34 by the time the bid window is open will be considered a regular trip and will be bid
35 accordingly. Trip information received after the start of the bid window will be
36 considered a late, extra duty trip and will be assigned as such.
- 37 2. Late extra duty trips will be offered to the next transportation specialist in line following
38 the last bidding transportation specialist from the trip list.
- 39 3. A transportation specialist cannot give up regularly scheduled work to avoid exceeding a
40 forty (40)-hour work week to accept extra trips which by taking, they would gain a half
41 (1/2) hour.
- 42 4. Extra trips cannot interrupt an employee's regularly assigned duties unless the extra time
43 would cause the employee to increase their daily assigned time by a minimum of two (2)
44 hours. A transportation specialist may only bid on and be assigned one trip per week
45 which conflicts with their regularly assigned time.
- 46 5. The trip shall be available on the immediate day preceding the meeting. An estimated
47 length of time will be assigned to each trip. Trips will be numbered.

6. Trips will be bid on in order of seniority each week. More than one trip per employee per week is a possibility; however, the employee shall not exceed a forty (40)-hour workweek. It is up to each employee to turn down extra trips offered if such a trip will put them over the forty (40)-hour workweek. If the trip time increases after the bid process the driver does not have to relinquish the trip if it would put them over a forty (40)-hour workweek.
7. The order of seniority will not be altered except as stated in this agreement.
8. If a meeting is attached to the bidding process on bid days, such time shall be compensated.

Section 8.3.5.2 Trip Cancellation Consequences

If trips are cancelled by the driver after 5:00 pm on bid day, the driver will miss the opportunity to bid on the next rotation. The consequences will be progressive, the first time the driver will be held out of one rotation, the second time two (2) rotations, etc.

Section 8.3.6. ASB Transportation.

Money raised by students and held in the Associated Student Body (ASB) Account may be used to provide any type of transportation desired by the students that complies with federal and state safety standards.

Section 8.3.7. Non-Funded Student Trips.

A roster of the known special request trips shall be provided to the PSE Transportation Chapter Representative or Vice President, on a monthly basis.

Student groups, clubs, and activities that do not receive any funding or have exhausted funding for field trip activities may be transported by any means deemed appropriate by the District.

Section 8.3.8. Substituting Situations.

Substitute transportation specialists will be used to replace regular transportation specialists absent from their daily assigned duties. Regular transportation specialists will act as substitutes during times they are not already driving, by seniority.

When the District is aware a transportation specialist is going to be off twenty (20) work days or more, the bid on the DAT will be bid out for substitution to the most senior transportation specialist.

8.3.8.1 Midday Substitution.

When the absence is expected to be of four (4) days or more duration, the sub assignment will be bid for the duration of the absence, the transportation specialist will remain in the assignment for the duration of the absence. The posting will be informal.

Section 8.3.9. Overnight Trips.

For overnight trips, the transportation specialist will be paid for a minimum of eight (8) hours per day for each day of the overnight trip. During the trip, if a transportation specialist drives or is on duty more than eight (8) hours, the transportation specialist will be paid for the actual time driven, duty time or a combination of the two. On the departure day, the transportation specialist will be paid for work performed prior to the trip departure and trip driving time or a minimum of

1 eight (8) hours. On the return day, the transportation specialist will be paid for trip driving time
2 and any regular hours worked on the return to the District.

3
4 Transportation specialist will be paid in advance or provided a means for meals and lodging for
5 overnight trips in accordance with District policies. No transportation specialist will be required
6 to chaperone, share a room with a student or staff member. Gender will not be a consideration
7 when extra trips are bid.

8
9 **Section 8.3.10. Transportation Specialists Work Year.**

10 Transportation specialists shall be offered available work during the days of student attendance.
11 In the event transportation specialists are not able to drive their buses, available alternate work
12 will be offered by seniority as delegated by the District.

13
14 Some bargaining unit members may be assigned a shorter work year if the school attendance
15 calendar for a group of children contains less than the student attendance days for regular
16 programs required by law.

17
18 Pay shall be for actual time worked to the nearest quarter hour.

19
20 In the event there is an emergency early release of students for any reason, transportation
21 specialists will be paid their daily assigned time.

22
23 Alternate work assignments due to interruption in employment caused by road closures, or strikes
24 by other groups shall be no less than four (4) hours per day up to a maximum of daily assigned
25 time.

26
27 Transportation specialists will have the opportunity to use personal leave time for any time lost
28 from the normal work day for early release, late start, or road closure school days.

29
30 **Section 8.3.10.1. Bid Process for Summer Work – Bidding Rules.**

31 Routes will be bid in order of seniority (proxy bidder okay). Drivers can only bid on
32 one route during the first round. No Driver can bid a Field Trip that will interfere with
33 their Summer Route unless there is a two (2) hour gain. Some routes may be less than
34 two (2) hours. Employees may claim two (2) hour minimum pay, however, the entire
35 two (2) hours must be worked in Transportation.

36
37 **Section 8.3.11. Video Cameras, Audio Recording and GPS Units..**

38 The District and the Association agree the purpose of video cameras, audio recordings and GPS
39 units on buses is to provide the transportation specialist in conjunction with the District with a
40 tool to assist in student management and not to evaluate specialist performance. However, this
41 section does not pertain to criminal or professional misconduct investigations.

42
43 Video, audio and GPS may be used like any other evidence in cases involving safety concerns
44 or allegations of employee misconduct, but shall not be used to monitor employee performance.
45 Video, audio and GPS evidence can be used to confirm or deny specific allegations that could
46 result in employee discipline. Drivers may view video, audio and GPS of their run upon
47 request to their supervisor. Video, audit and GPS will not be reviewed by non-supervisory

1 employees, unless it is an emergency situation or part of a training program of which the
2 employee is aware.

3 4 **Section 8.4. Mechanics**

5 6 **Section 8.4.1. Work Shift.**

7 The mechanics normal work hours, during the term of the contract, shall be assigned between 5
8 a.m. and 5 p.m. However, the District reserves the right to expand the hours. If the District
9 changes the daily work schedule to include a swing shift, or a graveyard shift, a shift
10 differential will be paid according to Schedule A.

11 12 **Section 8.4.2. Scheduled Work by Safety Standards.**

13 Bus mechanics will be scheduled in concert with safety standards. It is the District's intent to
14 have a minimum of two (2) mechanics work a shift when work is being performed that the
15 District considers as potentially hazardous. Potentially hazardous work would include, but not be
16 limited to, work done to the bus requiring the lift or work in the engine compartment when the
17 engine must be running.

18
19 If work is being performed that the District views as safe work that can be done alone, one (1)
20 mechanic may be on a shift.

21
22 Safe work would include such things, but not be limited to, data entry, inventory, seat repair,
23 engine work that does not involve vehicles to be lifted, stocking, light painting, and vehicle
24 accessory work.

25 26 **Section 8.4.3. Minimum Time for Duty Calls.**

27 Mechanics will be paid a minimum of two (2) hours at the appropriate rate for all duty calls,
28 including "run the roads" (evaluate roads in inclement weather). The mechanic "running the
29 road" will be reimbursed mileage for the use of a private vehicle at the District rate.

30
31 The District will make every reasonable effort to call back, in seniority rotation order, mechanics
32 that have completed their shift.

33 34 **Section 8.4.4. Substitute School Bus Driving.**

35 Mechanics will not be required to serve as substitute transportation specialists except when all
36 other regular and substitute transportation specialists are unavailable to transport students between
37 learning facilities. On such occasions, substitute assignments shall be made on a shift rotation
38 basis. If substitute school bus driving places the employee in an overtime situation, the mechanic
39 has the opportunity to decline the overtime.

40
41 All mechanics will be required to maintain a CDL, and appropriate endorsements for driving.

42 43 **Section 8.4.5. Clothing Allowance.**

44 The District will provide up to \$200 to all warehouse and mechanic employees for the purpose of
45 defraying the cost of one pair of boots. Mechanic and Warehouse employees may purchase
46 boots utilizing the District procurement card during the period September 1 through November 1
47 annually by making purchases of up to \$200 for one pair of boots only. Itemized receipts will be
48 submitted to the appropriate supervisor in accordance with all procurement card procedures.

1 **Section 8.5. Warehouse and Dispatchers.**

2
3 **Section 8.5.1. Minimum Time for Duty Calls.**

4 Employees will be paid a minimum of two (2) hours at the appropriate rate for all duty calls. The
5 District will make every reasonable effort to call back, in seniority rotation order, employees who
6 have completed their shift.

7
8 **Section 8.5.2.**

9 Overtime will be considered hours worked beyond forty (40) hours per week. Overtime will be
10 paid at one and one-half (1 ½) times the employee’s regular hourly rate. Job specific overtime
11 will be offered on a weekly rotation basis and by seniority for Food and Nutrition/warehouse
12 employees. The decision to receive pay or compensatory time will be at the option of the
13 employee and meet all federal and state requirements.

14
15
16 **ARTICLE IX**

17
18 **HOLIDAYS AND VACATIONS**

19
20
21 **Section 9.1. Holidays.**

22 Employees shall receive the following paid holidays:

23
24 **Transportation Specialist, Food and Nutrition**

- 25 1. Veterans’ Day
- 26 2. Thanksgiving Day
- 27 3. Day After Thanksgiving Day
- 28 4. Christmas Eve Day
- 29 5. Christmas Day
- 30 6. New Year’s Day
- 31 7. Martin Luther King Jr. Day
- 32 8. Presidents’ Day
- 33 9/10. Two Days During Spring Break
- 34 11. Memorial Day

23
24 **Mechanics, Warehouse, Dispatchers**

- 25 1. Labor Day
- 26 2. Veterans’ Day
- 27 3. Thanksgiving Day
- 28 4. Day After Thanksgiving Day
- 29 5. Christmas Eve Day
- 30 6. Christmas Day
- 31 7. New Year’s Day
- 32 8. Martin Luther King Jr. Day
- 33 9. Presidents’ Day
- 34 10. Memorial Day
- 35 11. Independence Day

36
37 For these paid holidays employees, with the exception of transportation specialists, shall receive their
38 regular rate of pay for the number of hours they are regularly scheduled. Transportation Specialists
39 shall receive their daily assigned route time. All four (4) day a week transportation specialists will
40 receive holiday pay based on average daily assigned time. When a holiday occurs on Saturday,
41 Sunday, or during spring break, transportation specialists will receive holiday pay based on average
42 daily assigned time. To be eligible for paid holidays, employees must work their last scheduled shift
43 preceding the holiday and their first scheduled shift following the holiday; however, employees who
44 do not work either of the above mentioned shifts may receive the holiday pay if they were on pre-
45 approved paid leave as provided in Article X.

1 **Section 9.1.2. Attendance Incentive Program.**

2 An employee must work a minimum of two (2) hours per day in a regular position to be eligible
3 for this program. To be eligible for this award, the employee must be a current employee at the
4 commencement and conclusion of the award period (however, employees who satisfy these
5 requirements but the awards are delayed for administrative reasons shall be considered as
6 current employees, e.g., employees who retire or resign and have completed their calendar
7 year). The award shall not be available to those employees who have been suspended without
8 pay for disciplinary or related reasons.

9
10 Attendance incentive awards qualifying period will be quarterly. Incentives shall be awarded
11 to any eligible employee who is not absent from work anytime for sick leave, emergency leave,
12 or leave without pay, except for jury duty, industrial injury, or time off for legal action
13 undertaken by the Workers' Compensation Trust, District approved personal days, or
14 bereavement leave shall receive the attendance incentive award as outlined below. Payment
15 shall be made with the regular February and July pay.

16
17 Unit members who are eligible for incentive pay will be paid one (1) additional day of pay at
18 the Daily Assigned Time during the period. Attendance incentive awards will be academic
19 quarters.

20
21 **Section 9.2. Mechanics, Dispatchers, and Warehouse Employees Annual Leave.**

22 Employees shall accrue vacation days on a monthly basis. Annual leave will be earned at the rate of at
23 least one (1) prorated (1.0 FTE) working day per month. Credit for a day's vacation will be given if
24 twelve (12) or more days are worked during the calendar month. All 260/243 day employees shall
25 earn additional vacation days according to the formula below:

26
27

<u>Years of Service</u>	<u>Days Earned</u>	<u>Rate/Month</u>
1 st	12	1.0
2 nd	12	1.0
3 rd	12	1.0
4 th	15	1.25
5 th	15	1.25
6 th	16	1.33
7 th	17	1.42
8 th	18	1.5
9 th	19	1.58
10 th +	20	1.67

38
39

40 Employees may carry over accrued vacation to be used in the following year by mutual agreement of
41 the employee and the employer provided, maximum accrual of such vacation shall not exceed forty
42 (40) days.

43
44 Employees who desire to take their vacation during the summer months shall submit to their supervisor
45 their request in writing prior to April 15 for the year in which such vacation will occur. Vacations
46 desired other times of the year must be requested at least one (1) month prior to the first day of the
47 vacation. Subject to modification due to workload requirements and schedules, employees shall be
48 granted vacation for the time stipulated.

1 Employees will not be recalled from vacation except in an emergency to be determined by the Director
2 of Transportation or designee.

3
4 When employees separate from service by reason of resignation, layoff, dismissal, retirement or death,
5 they are entitled to a lump sum payment of unused vacation leave. No contribution will be made to an
6 employee's retirement system for accrued vacation leave in excess of thirty (30) days.

7
8 When a situation arises while an employee is on vacation leave for which the employee is entitled to
9 other leave (e.g., illness, injury or bereavement), the employee shall be granted such a leave in lieu of
10 the approved vacation leave. Verification of the change of leave must be provided within fourteen (14)
11 days after returning to work indicating the type of leave requested and the circumstances requiring the
12 change in leave status.

13
14 **Section 9.2.1.**

15 For purposes of determining leave accrual, longevity is defined in Section 16.3.5. Should an
16 individual enter into the Mechanics classification having already established credit on the
17 vacation schedule, it will be maintained.

18
19
20
21 **ARTICLE X**

22
23 **LEAVES**

24
25 For purposes of this article, immediate family is defined as spouse, domestic partner, children, parents,
26 sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law,
27 son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparents, and stepchildren, significant
28 relationships and/or legal custodial relationships.

29
30 **Section 10.1. Sick Leave.**

31
32 **Section 10.1.1.**

33 Each employee shall be credited twelve (12) sick leave days that shall be earned at the rate of one
34 (1) day per pay period.

35
36 Sick leave shall be vested when earned, and may be accumulated to one hundred eighty (180)
37 days, or the maximum number of days in the employee's work year, whichever is greater. Those
38 days accumulated beyond one hundred eight (180) days will not be subject to Section 10.1.4
39 (Sick Leave Buy Back), but will be usable for extended illness and sick leave sharing.

40
41 The eligible credited sick leave days shall be converted to hours for cumulative and payment
42 purposes. For less than eight (8) hour employees, the days shall be credited in hours on the basis
43 of base hourly rate applicable to the employee's normal daily work shift or daily assigned route
44 time, and adjusted monthly.

45
46 Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's
47 normal daily work shift or daily assigned route time; provided, however, that should an
48 employee's normal work shift or daily assigned route time increase or decrease subsequent to an

1 accumulation of days of sick leave, sick leave benefits will be paid in accordance with the
2 employee's normal daily work shift or daily assigned route time at the time sick leave is taken,
3 and the accumulated benefits will be expended on an hourly rather than a daily basis.
4

5 An employee who works ten (10) working days in any calendar month will be given credit for the
6 full month. The District recognizes one short month per year for school term employees, and
7 shall give credit for the short month if the employee works more than half of the working days for
8 the short month, i.e., five (5) days credit for a nine (9) working day month.
9

10 **Section 10.1.2. Sick Leave Utilization.**

11 Employees must notify their supervisor of a pending absence at the earliest possible time in order
12 that arrangements can be made for reassignment of their duties. Notice of a pending return also
13 must be given as early as possible to prevent unnecessary duplication of cost and service should
14 such service be provided. Accumulated leave will be available for utilization as needed;
15 provided, however, that in instances of an extended absence, beyond five (5) consecutive days,
16 the employee will provide a physician's verification of the illness and fitness to return to work, as
17 may be required. Failure to submit such verification shall result in pay reduction for the time
18 missed. If the employee returns to work without prior notification of return and duplicate
19 services are provided, the employee shall not be compensated, unless the supervisor can reassign
20 temporarily the substitute employee.
21

22 **Section 10.1.3.**

23 In the event employees are absent for reasons which are covered by Industrial Insurance caused
24 by or during employment with the District, then the District will pay the employee, according to
25 the rules established by Labor & Industries, an amount equal to the difference between the
26 amount paid the employee by the Worker's Compensation Trust, and the amount the employee
27 would normally earn. A deduction shall be made from the employee's accumulated sick leave in
28 accordance with the amount paid to the employee by the District.
29

30 **Section 10.1.4.**

31 Each employee covered by this Agreement shall be entitled to participate in the Attendance
32 Incentive/Sick Leave Buyback program as authorized by the State of Washington.
33

34 **Section 10.1.5.**

35 Paternity – shall be considered approved use of sick leave. Verification by a physician is
36 required for absences of more than five (5) consecutive days. An employee's accrued sick leave
37 may be used for an employee's child with a health condition requiring treatment or supervision.
38 Verification by a physician is required for absences of more than five (5) consecutive days.
39

40 **Section 10.2. Family Illness and Bereavement Leave.**

41 In the event of illness in the immediate family of an employee, accumulated sick leave may be utilized.
42

43 Bereavement occasioned by death in the immediate family of an employee will constitute basis for
44 utilization of five (5) days of paid leave at or near the time of death which will not be subtracted from
45 sick leave or any other leave. One (1) day may be used for other family members not included in the
46 immediate family definition to be used once per school year. Bereavement may be extended upon prior
47 approval of two (2) additional days because of extenuating circumstances.
48

1 Employees' accrued sick leave may be used to care for a child of the employee with a health condition
2 that requires treatment or supervision. Use of leave other than accrued sick leave to care for a child
3 under the circumstances described in this section shall be governed by the terms of the appropriate
4 collective bargaining agreement or employer policy as applicable.
5

6 **Section 10.3. Planned Medical Leave.**

7 Upon application thereof, the District shall grant planned medical leave. Such leave shall commence at
8 such time as the employee and medical advisor deem necessary. Employees granted planned medical
9 leave must return to work not later than the date specified by the medical advisor. Employees granted
10 planned medical leave may, at their option, be allowed compensation for planned medical leave in
11 accordance with Section 10.1.1 above. Before returning to work, the employee must be certified by the
12 medical advisor as ready and able to return as per Section 10.1.2 above.
13

14 **Section 10.3.1.**

15 The employee shall be eligible for provisions of the Federal Family and Medical Leave Act
16 (FMLA). Employees are entitled to FMLA leave if they meet the eligibility requirements set for
17 in the Federal Family and Medical Leave Act. In the event the employee is not eligible under the
18 FMLA, the Washington Family Leave Act may apply (RCW 49.78).
19

20 **Section 10.4. Judicial Leave.**

21 When an employee covered by the Agreement is called for jury service in any municipal, county, state or
22 federal court, the employee shall advise the school district upon receipt of such call, and if taken from
23 work for such service, shall be reimbursed at the rate of pay as would normally be accrued during
24 performance of regular duties
25

26 A leave of absence with pay shall be granted when an employee is subpoenaed to appear in court of law
27 if the basis for the subpoena relates to the employee's work responsibilities with the District. This leave
28 is not intended to cover personal litigation of the employee or litigation involved in labor disputes with
29 the employer.
30

31 **Section 10.5. Leave of Absence**

32 **Section 10.5.1.**

33 Upon recommendation of the immediate supervisor through administration channels to the
34 Superintendent or designee, an employee may be granted a leave of absence through the end of
35 the current school year. This leave may be extended into the next school year but not to exceed
36 one full year. Leave requests shall be submitted to the District on or before April 1 of the year
37 preceding the year of the leave, except in emergency conditions.
38
39

40 **Section 10.5.2.**

41 The returning employee will not necessarily be assigned to the identical position occupied before
42 the leave of absence. The employee shall be reinstated to a position equivalent in duties and
43 hourly rate to that held at the time the request for leave of absence was approved. The District
44 will post Leave Replacement Positions using the normal posting process once the District has
45 approved a Leave of Absence. Employees who are on a Leave of Absence forfeit their route and
46 DAT. The Leave of Absence employee will be allowed to bid on an open position for the
47 upcoming school year based upon their new position on the seniority schedule.
48

1 **Section 10.5.3.**

2 The employee will retain accrued sick leave and seniority rights while on leave of absence.
3 Seniority shall accrue while in paid status. When an employee is in unpaid status due to sick or
4 medical leave, seniority shall accrue for a maximum of six months. During other leaves,
5 seniority shall not accrue, except as outlined in Section 11.6. For leaves granted for which
6 seniority does not accrue, the District shall adjust the employees seniority date by the same
7 number of days as in unpaid status. Employees and the Association will be provided notice in
8 writing whenever their seniority date is changed by the District.

9
10 **Section 10.5.4. Leave Without Pay.**

11 Leave of absence, without pay, can be requested through the Human Resources department as
12 outlined below:

- 13
14 1. Leave without pay may only be taken in accordance with the following conditions and
15 based on individual needs:
- 16 a. The reason for leave must have been suddenly precipitated, or must be of such
17 nature that pre-planning is not possible, or where pre-planning could not relieve
18 the necessity of the absence.
 - 19 b. The reason for leave cannot be one of minor importance or of mere convenience
20 but must be of a serious nature.
- 21 2. Leave without pay will not be granted for reasons where the employee has other leave
22 available under provisions contained in this agreement or district policies.
- 23 3. It is not the intent of this leave without pay provision to be utilized for vacations,
24 holidays, weekends, or other types of leaves.
- 25 4. Employees who take leave for reasons not valid under the above definitions will be
26 subject to appropriate discipline action
- 27 5. Human Resources will process any other leave request as required by law.

28
29 **Section 10.6. Personal Leave.**

30 Employees covered in this Agreement shall be entitled to three (3) days personal leave per year.
31 Unused leave earned under this agreement shall accumulate up to a maximum of six (6) days. A
32 maximum of six (6) consecutive personal leave days may be used in any school year. Employees
33 whose regular day is reduced will be able to carry over up to three (3) days equivalent in hours at the
34 rate of the number of hours of their previous position. The leave is to be approved by the supervisor,
35 requiring twenty-four (24) hours notice, unless mutually agreed to by the supervisor and employee.
36 Such approval of the leave shall be based upon the scheduling workload and the availability of
37 substitutes at the time of the requested leave.

38
39 The leave is to be used for employee personal and business uses which cannot be scheduled outside
40 regular employment hours. Said leave shall not be deducted from the employee's sick leave nor
41 combined with leave without pay. All unused personal leave may be cashed out in June, or at the time
42 of separation from the District, at the employee's regular rate of pay if requested by the employee in
43 writing no later than June 10th. The request will include the number of days the employee is requesting
44 to have cashed out.

1 **Section 10.7. Shared Leave.**

2 Shared Leave shall be available to the Association members and administered in accordance with
3 RCW 28A.400.380 and WAC's 392-126-006 through 392-126-099. All Shared Leave donations shall
4 be returned to the employee.
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8 **ARTICLE XI**

9
10 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**
11

12 **Section 11.1. Establishment of Seniority.**

13 Seniority shall be defined as the date on which the employee began continuous regular daily employment
14 in a classification within the bargaining unit, including any authorized leave, except as outlined in
15 Section 10.5.3 (hereinafter known as the "seniority date"). Substitute experience will be excluded when
16 computing seniority. Newly hired employees to begin regular employment will be put on the seniority
17 list in accordance with the time and date of hire noted on the PAF.
18

19 **Section 11.2. Seniority Rights Within Job Classifications.**

20 Seniority rights shall be effective within the general job classification. As used in this Agreement,
21 general job classifications are those set forth in Article I, Section 1.4.
22

23 **Section 11.2.1.**

24 Should employees within the bargaining unit accept a position in another classification within the
25 bargaining unit, they will retain their seniority within their previous classification for an eighteen
26 (18) month period if their new position is laid off or cutback they may exercise their seniority to
27 bid on available work in their prior classification as if they had been laid off in that classification.
28 For seniority purposes, time would be adjusted from the date the employee first changed
29 classification, minus days worked in the new classification.
30

31 **Section 11.3. Layoff and Transfer.**

32 The employee with the earliest seniority hire date shall have preferential rights regarding reassignments,
33 transfers, promotions and layoffs. If the District determines that seniority rights should not govern
34 because a junior employee possesses ability and performance greater than a senior employee or senior
35 employees, upon request from the passed over senior employee or employees, the District shall review
36 the reasons verbally with them, and if the employees submit a written request for a written response
37 following the verbal discussion, the District shall set forth in writing to the employee or employees its
38 reasons why the senior employee or employees have been bypassed.
39

40 **Section 11.3.1.**

41 It is recognized that the District has the right to determine the shift and work location of
42 employees. The District shall exercise this right in accordance with the seniority rights of
43 employees as described in Section 11.3. above.
44
45
46
47

1 **Section 11.3.2.**

2 Lateral transfers will be limited to one per school year for those Food and Nutrition employees
3 working two hours per day, and two transfers per year for those working more than two hours per
4 day.

5
6 **Section 11.4. Retention of Seniority by Transfer.**

7 Employees who change job classifications shall retain their hire dates, but gain a new seniority date
8 within the new classification.

9
10 **Section 11.5. Actions to Lose Seniority.**

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

- 12
13 1. Resignation,
14 2. Discharge for justifiable cause, or
15 3. Retirement.
16 4. Change in classification.

17
18 **Section 11.6. Actions Not Affecting Seniority.**

19 Seniority rights shall not be lost for the following reasons:

- 20
21 1. Time lost by reason of industrial accident, industrial illness or judicial leave,
22 2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
23 States, or
24 3. Time spent on other authorized leaves, subject to the provisions of Section 10.5.3.

25
26 **Section 11.7. Posting of Seniority List.**

27 The District will post in each job location a seniority list of employees within the classification. Such
28 lists are to be posted in November or upon request of the PSE President.

29
30 **Section 11.8. Probationary Status.**

31 Each new hire shall remain in a probationary status for a period of ninety (90) working days following
32 the hire date. During this probationary period the District may discharge such employee at its discretion.

33
34 **Section 11.9. Layoff Re-employment List.**

35 In the event of layoff, employees so affected are to be placed on a re-employment list maintained by the
36 District according to layoff ranking. Such employees are to have priority in filling an opening in the
37 classification held immediately prior to layoff, except as provided in Section 11.2.1. Names shall remain
38 on the re-employment list for eighteen (18) calendar months. The eighteen (18) month period for
39 employees who were laid off at the end of the school year will begin September 1.

40
41 **Section 11.10. Filing of Addresses.**

42 Employees on layoff status shall file their addresses in writing with the Human Resources office of the
43 District and shall thereafter promptly advise the District in writing of any change of address.

44
45 **Section 11.11. Forfeiture of Re-employment.**

46 An employee shall forfeit rights to re-employment as provided in Section 11.9, if the employee does not
47 comply with the requirements of Section 11.10, or if the employee does not respond to the offer of re-
48 employment within five (5) working days.

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ARTICLE XIII

INSURANCE AND RETIREMENT

Section 13.1. Health Insurance.

Only employees working regularly assigned work twenty (20) hours a week or more on a regularly scheduled basis shall be eligible for the District's contribution toward insurance premiums. School year employees hired after the beginning of the school year must be projected to have sixty (60) work days of employment prior to the end of the school year to be eligible for health insurance benefits. The District shall provide the state funded BEA allocation per month per employee unless exempted above toward the payment of medical, dental and vision insurance premiums.

For the term of the agreement, the full state allocated BEA allocation, is available for 1.0 FTE employees. Less than 1.0 FTE employees shall receive a portion of the full state allocated BEA allocation, less a prorated share of the amount required to be contributed to the Health Care Authority for full time employees, in accordance with their regularly scheduled FTE. A 1.0 FTE is defined for the purposes of this section as 1,440 hours.

From the dollar amount available to each employee, first shall be deducted the cost of the District's dental, vision and life insurance plan with the remaining moneys to be applied toward the employee's medical insurance premiums. All eligible employees are required to participate in the dental, vision and life insurance plans; medical plan participation is optional.

The parties recognize that the SEBB plan will be implemented January 1, 2020. Prior to the implementation of SEBB the parties will reopen to negotiate the implementation of the SEBB plan, to include issues regarding District financial contribution, if negotiable.

Section 13.1.1.

The premium insurance pools will be made available as per the state of Washington regulations. The amount generated by all employees, even those less than .5 FTE will be included in the pooling calculation. The pooling amounts will be calculated October 1 of each year.

Section 13.1.2

The district commits to providing \$1,000 annually to employee wellness incentive programs as long as AETNA wellness dollars are available. Wellness incentive program to be coordinated through Human Resources.

Section 13.2. Tort Liability Insurance.

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

Section 13.3. Retirement Eligibility.

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System or the School Employees Retirement System, the District shall use as a base regularly scheduled hours of employment.

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. Association Membership.

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 14.2. New Employee Membership.

All new employees subject to this Agreement shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the seniority hire date. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement.

Section 14.3. Non-Membership Requirements.

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 as a contribution towards the administration of this Agreement in an amount determined annually by the Association. This service charge shall be collected by the Association in the same manner as monthly dues and be within provisions established by legally authorized bodies such as the Public Employee Relations Commission.

Section 14.4. Refusal for Membership.

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 14.5. Notification of New Hires.

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

Section 14.6. Religious Exemption of Membership.

Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount determined annually by the Association to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the appropriate State or governmental entity including PERC.

Section 14.7. Checkoff.

The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW.

1 **Section 14.8. Transmittal of Dues.**

2 The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of
3 Washington on a monthly basis.

4
5 **Section 14.9 Political Action Committee.**

6 The District, upon receipt of a written authorization form that conforms to legal requirements, deduct
7 from the pay of such bargaining unit employees the amount of contribution the employee voluntarily
8 chooses for deduction for political purposes and shall transmit the same to the Union on a check separate
9 from the Union dues transmittal check. The employee may revoke the request at any time. At least
10 annually, the employee shall be notified by the union about the right to revoke the request.

11
12 **Section 14.10 Hold Harmless.**

13 The Union will indemnify, defend, and hold the District harmless against any claims made, and any suit
14 instituted against the District on account of any check off of union dues or political assessment or
15 requirement that the employees pay membership or representation fees to the Union or a charitable
16 organization as a condition of employment.

17
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19
20 **ARTICLE XV**

21
22 **GRIEVANCE PROCEDURE**

23
24 **Section 15.1. Grievances or Complaints.**

25 Grievances or complaints arising between the District and its employees within the bargaining unit
26 defined in Article XV herein, with respect to matters dealing with the interpretation or application of the
27 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article. Every
28 effort shall be made to resolve the grievance or complaint at the earliest level possible.

29
30 **Section 15.1.1.**

31 All references to days are workdays.

32
33 **Section 15.2. Grievance Steps.**

34
35 **Section 15.2.1. Step One.**

36 Employee shall first discuss the grievance with their immediate supervisor or the administrator
37 effecting the action to be grieved within twenty (20) days of the action which gave rise to the
38 grievance. The employee(s) may be accompanied by an Association representative at
39 subsequent discussions. The parties shall have 10 days to reach a resolution. Should the
40 informal process fail to satisfy the employee, then a grievance may be processed through the
41 following steps.

42
43 **Section 15.2.2. Step Two.**

44 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
45 subsection, the employee shall reduce to writing, and submit to the supervisor within twenty
46 (20) days of the supervisor's step one decision, a statement of the grievance containing the
47 following:

- 1 1. The facts on which the grievance is based;
- 2 2. A reference to the provisions in this Agreement which have been allegedly violated; and
- 3 3. The remedy sought.

4
5 The employee shall submit the written statement of grievance to the immediate supervisor for
6 reconsideration and shall submit a copy to the official in the administration, responsible for
7 personnel. The parties will have ten (10) working days from submission of the written
8 statement of grievance to resolve it by indicating on the statement of grievance, the disposition.
9 If an agreeable disposition is made, all parties to the grievance shall sign it. A meeting of the
10 grievant(s) and supervisors is not required at this step.

11
12 **Section 15.2.3. Step Three.**

13 If no settlement has been reached within the ten (10) days referred to in the preceding subsection,
14 and the Association believes the grievance to be valid, a written statement of grievance shall be
15 submitted within twenty (20) working days to the Executive Director or designee of Human
16 Resources. After such submission, the parties will have ten (10) working days from submission
17 of the written statement of grievance, to resolve it by indicating on the statement of grievance, the
18 disposition.

19
20 If an agreeable disposition is made, all parties to the grievance shall sign it.

21
22 **Section 15.2.4. Step Four.**

23 If no settlement has been reached within the ten (10) days referred to in the preceding
24 subsection, and the Association believes the grievance to be valid, the employee may demand
25 arbitration of the grievance for all contract interpretation and application disputes. Any
26 dispute, claim, or grievance arising out of or relating to the interpretation or the application of
27 this Agreement, shall then be submitted to arbitration under the Voluntary Labor Arbitration
28 Rules of the American Arbitration Association (AAA). The parties further agree to accept the
29 arbitrator's award as final and binding upon them, unless otherwise agreed to by the District and
30 the Association. The AAA shall be requested to provide the arbitration services. Each party
31 shall bear the costs of arbitration, except the normal fees and charges of the arbitrator shall be
32 shared equally by the parties.

33
34 **Section 15.2.5. Timeline Extension**

35 At any step of the procedure the time limits may be extended by mutual agreement of the
36 District and the Union.

37
38 **Section 15.3. Non-Discrimination.**

39 The employer shall not discriminate against any individual employee or the Association for taking action
40 under this Article.

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ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1. Employee Compensation.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked based on a minimum of 180 work days.

Section 16.2. Salaries on Schedule A.

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

- a. The salary schedule (Exhibit A) shall be increased by a District contribution of 2% plus the State funded COLA for 2017-2018 over the pay rates for 2016-2017. This reflects the State funded COLA of 2.3% plus a District contribution of 2%.
- b. The salary schedule (Exhibit A) shall be increased by a District contribution of 2% plus the State funded COLA for 2018-2019 over the pay rates for 2017-2018. This reflects the state funded COLA plus a district contribution of 2%.
- c. The salary schedule (Exhibit A) shall be increased by at least the state funded COLA for 2019-2020. In addition the parties agree to reopen prior to September 1, 2019 to negotiate regarding an increase in compensation to the unit state funded COLA.
- d. For the term of the agreement, SNA premiums will be \$0.40, \$.50, \$.60 for step 1-3. Prior to September 1, 2018 the parties will negotiate a new Step 4 premium to be effective September 1, 2018.
- e. New positions shall be collaboratively discussed and agreed to prior to the establishment of a salary placement on Salary Schedule Exhibit A.

Section 16.3. Salaries and Overtime.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVII, Section 17.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 16.3.1.

All employees shall be paid one and one-half (1 1/2) times their hourly wage for all authorized hours worked in excess of forty (40) hours per week.

Section 16.3.2.

Required employee staff meetings called on the off shift hours will be paid at their hourly rate for a minimum of one (1) hour.

Section 16.3.3.

Required Emergency First Aid/CPR training, offered on a non-work day, will be paid at the regular rate for all time in attendance.

1 **Section 16.3.4.**

2 Employees shall receive a longevity salary increase per Schedule A. Longevity salary shall be
3 effective September 1 of each school year. An employee must be hired prior to February 1 of a
4 school year to be eligible for a year’s credit on employment.
5

6 **Section 16.3.5.**

7 Longevity for salary purposes is defined as years of experience within the District and other
8 related Washington State school district experience (RCW.28A.400.300) and contracted school
9 bus driving experience in Washington State, minus any unpaid leaves of absence or other
10 breaks in service. Military leave and unpaid leaves of absence in which the employee received
11 Workers’ Compensation benefits shall be exceptions to this clause and shall not be considered
12 breaks in services and shall be used for salary placement only.
13

14 Employees with relevant K-12 school experience (whether employed by a school district or
15 contractor, inside or outside of Washington State) may be granted longevity credit for this
16 experience on the salary schedule. The District reserves the right to accept or deny prior school
17 experience based upon job relevance to current District position.
18

19 **Section 16.3.6. Cook Trainer.**

20 An employee who receives a cook trainer position (whether elementary, middle school or high
21 school) shall receive, in addition to their regular pay, an additional one dollar (\$1.00) per hour
22 while performing the duties of the Cook Trainer position. It is understood that such Cook
23 Trainer positions may be posted with specific timelines and may be posted as a trainer for just
24 one school level.
25

26 **Section 16.3.7. Driver Trainer.**

27 An employee who receives special training as a school bus driver trainer/instructor from OSPI,
28 shall receive \$ 1.50 per hour more than their regular wage while performing the duties of a
29 trainer. A Driver Trainer/Instructor shall be appointed to perform training duties by the Director
30 of Transportation on an as needed basis.
31

32 **Section 16.3.8. Mechanics**

33 All Mechanics who successfully pass the ASE Certification Tests applicable to school buses shall
34 receive a premium per hour added to their salary. (See Schedule A).
35

36 For Mechanics assigned to automotive mechanic work, Automotive ASE Certifications may also
37 be used to receive a premium per hour added to their salary. (See Schedule A)
38

39 The premium shall continue during the time the employees ASE Certification remains current.
40 The maximum number of certifications applicable for the premium will be limited to the number
41 of certifications shown on Schedule A. If a certification expires mid-year, the stipend will not be
42 removed until the beginning of the school year in which they no longer hold the ASE
43 certification.
44

45 **Section 16.3.8.1. Salary Placement/Documentation Requirements.**

46 Certification pay will be implemented retroactively to day of test completion within the
47 current school year. No certification pay shall be made until the appropriate
48 documentation of certification is registered with the Human Resources Department.

1
2 New employees must have appropriate documentation of current certifications and
3 experience registered with the Human Resources Department within ninety (90) calendar
4 days of their first day of work in order to be applicable to the current year salary.
5 Documentation received after the cutoff date will be applicable for the following school
6 year.

7
8 **Section 16.3.9. Driver Trainers**

9 For the term of the agreement at least two (2) Driver Trainers will be eight (8) hour drivers who
10 must do a home to school route AM and PM. Behind the wheel trainer will receive a premium
11 of \$1.00 per hour for training time.

12
13 **Section 16.4. Retroactive Pay.**

14 Retroactive pay, where applicable, shall be paid on the second regular payday following adoption of this
15 Agreement by the Board of Directors.

16
17 **Section 16.5. Incremental Steps.**

18 Incremental steps, where applicable, shall take effect on September 1 or the first day of regularly
19 assigned duties of each year during the term of this Agreement; provided the employee has been actively
20 employed continuously for at least one-half (1/2) of the previous employment year.

21
22 **Section 16.6. Classification Change.**

23 Any employee who makes a change within a classification shall be placed on the appropriate step which
24 grants the employee an increase.

25
26 **Section 16.7. Required Travel.**

27 Any employee required to travel from one site to another in a private vehicle during working hours shall
28 be reimbursed for such travel on a per mile basis at the rate established by the state.

29
30 **Section 16.8. Required Overnight Expenses.**

31 Employees required to remain overnight on District business shall be reimbursed for room and board
32 expenditures if provided for and approved by the District prior trip approval process.

33
34 **Section 16.9. Food and Nutrition Certification.**

35 Food and Nutrition employees who obtain or have obtained School Nutrition Association (SNA)
36 certification shall receive a premium per hour added to their salary (See Schedule A). The premium shall
37 continue during the time the employees' SNA certification remains current.

38
39 **Requirements Section 16.9.1. Salary Placement/Documentation.**

40 Certification pay will be implemented upon completion of SNA coursework. Coursework
41 completed after the end of the school year will be applied to the following school year. No
42 certification pay will be made until the appropriate documentation of certification is registered
43 with the Human Resources Department.

44
45 New Employees must have appropriate documentation of SNA certifications and experience
46 registered with the Human Resources Department within ninety (90) calendar days of their first
47 day of work in order to be applicable to the current year salary. Documentation received after the
48 cutoff date will be applicable for the following school year.

1
2 **Section 16.10. Professional Development.**

3 The District recognizes the benefits of offering training opportunities to its employees in order to achieve
4 a higher level of individual competence and quality of work performance.
5

6 Professional development funds will be provided by the District to Transportation and Food and
7 Nutrition departments for its employees in the amount of \$10,000 per department annually.
8 Transportation employees include transportation specialists, dispatchers, and mechanics. Food and
9 Nutrition employees include cooks and warehouse. Any money left over from the professional
10 development fund will be carried over annually for the duration of the contract. These funds will be used
11 for additional training not to include staff salaries on in-service days.
12

13 If the training requires the employee to stay beyond their normal work day, employee will be
14 compensated for actual hours worked. If the training is offered for less time than the regular work day of
15 an employee, the employee will perform extra work to meet the regular work day obligation. Should the
16 work day calendar change per legislative action, parties shall negotiate the effects of the change.
17

18 The program shall not be operative during any year the District is forced to implement a reduction in
19 force affecting this bargaining unit due to loss of funds caused by a significant drop in State funding,
20 and/or Levy failure. In the event it should become necessary to curtail the professional Development
21 Program, the development and evaluation team shall meet and review the impact such a change will have
22 on the program itself.
23

24 **Section 16.11. Reclassification Procedure.**

25 The Reclassification Committee will consist of the Assistant Superintendent for Human Resources or
26 designee, up to two District appointees and the Association President, and up to two additional
27 appointees. The Association and District will develop the training and documents needed for the job
28 classification review. Prior to March 1st the committee will receive the training necessary to complete
29 the job classification reviews.
30

31 **Reclassification Process.**

32 When reclassification is necessary because job tasks/functions/responsibilities have increased or
33 decreased by a fifty percent (50%) factor within the last three-year period, reclassification may be
34 initiated by the district, supervisor, administrator or the employee. Application packets are available
35 from the Human Resources' Office.
36
37

38 Reclassification of job titles with multiple employees may be submitted as a group and/or individually.
39 All proposed reclassification requests shall be submitted to the Assistant Superintendent of Human
40 Resources no later than March 1 with the following information:
41

- 42 1. Review and Comments by the employee's immediate supervisor;
- 43 2. Statement of change(s) supporting need for reclassification of position; and
- 44 3. Documentation required by the committee.
45

46 The Assistant Superintendent for Human Resources or designee will convene a meeting of the
47 Reclassification Committee no later than April 1 to consider reclassification requests. The
48 Reclassification Committee will determine the scope of their review including the following:

- 1
- 2 1. Review of reclassification requests;
- 3 2. Impact and comparison within the bargaining unit;
- 4 3. Interviews, as necessary, with the requesting employee and/or group of employees and the
- 5 recommending supervisor(s); and
- 6 4. Need for referring a newly reclassified employee to the bargaining process for the
- 7 establishment of a new rate of pay.
- 8

9 **Reclassification Decision.**

10 The Reclassification Committee will notify the requesting employee or group of employees of the
11 decision made no later than May 1. If the reclassification is granted, the pay will take effect in the
12 following September pay period. Reclassification requests may be submitted every two years. The
13 Reclassification Committee’s decision on the request shall be final.

14

15

16 **ARTICLE XVII**

17

18

19 **TERM AND SEPARABILITY OF PROVISIONS**

20

21 **Section 17.1. Term of the Agreement.**

22 The term of this Agreement shall be from September 1, 2017 to August 31, 2020.

23

24 **Section 17.2. Applicable Provisions of the Agreement.**

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

27

28 **Section 17.2.1.**

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

31

32 **Section 17.2.2.**

33 Neither party shall be compelled to comply to any provision of this Agreement which conflicts
34 with state or federal statutes or regulations.

35

36 **Section 17.3. Agreement Reopeners.**

37 In support of the parties’ commitment to collaborative discussions, this Agreement may be reopened
38 and modified at any time during its term upon mutual consent of the parties in writing.

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES OF
NORTH THURSTON

BY: Janice Kilgore
Janice Kilgore, Chapter President

DATE: 10-30-17

By: [Signature]
Lyn Nakashima

DATE: 10/31/17

NORTH THURSTON PUBLIC SCHOOLS #3

BY: [Signature]
Dawn C. Long, Director, Human Resources

DATE: 11/1/2017

PUBLIC SCHOOL EMPLOYEES
2017-18 SALARY SCHEDULE

Position	Base	5 year	10 year	15 Year	20 Year	25 Year
Food and Nutrition						
Kitchen Manager-Secondary	19.05	19.42	19.78	20.16	20.54	20.94
Kitchen Manager - Central	19.05	19.42	19.78	20.16	20.54	20.94
Kitchen Manager - Elementary	18.85	19.20	19.57	19.94	20.33	20.70
Cook	16.92	17.24	17.58	17.94	18.30	18.68
Cook Helper	14.04	14.33	14.61	14.91	15.23	15.54
Upon completion of Certification						
SNA Certification Level 1	0.40					
SNA Certification Level 2	0.50					
SNA Certification Level 3	0.60					
Substitute-Cook Helper	12.64					
Transportation						
Specialist	20.78	21.19	21.63	22.05	22.49	22.95
Lead Driver Trainer	22.78	23.19	23.63	24.05	24.49	24.95
Lead Dispatcher	25.95	26.44	26.92	27.43	27.95	28.47
Dispatcher	23.95	24.44	24.92	25.43	25.95	26.47
Substitute Specialist	18.70					
Position	Base	5 year	10 year	15 Year	20 Year	25 Year
PBIS & Crisis Management Specialist	28.94	29.51	30.09	30.68	31.28	31.89
Mechanics						
Mechanic Lead	29.24	29.81	30.40	31.00	31.61	32.22
Mechanic	26.59	27.13	27.66	28.22	28.78	29.36
Mechanic Assistant/Substitute	23.72	24.19	24.67	25.18	25.67	26.19
Mechanic Swing Shift	27.03	27.57	28.11	28.67	29.25	29.84
Mechanic Graveyard	27.26	27.82	28.37	28.92	29.5	30.09
Upon completion of Certifications						
1- ASE Certification	0.40					
2- ASE Certifications	0.60					
3- ASE Certifications	0.80					
4- ASE Certifications	1.00					
5- ASE Certifications	1.20					
6- ASE Certifications	1.40					
Warehouse						
Lead Warehouse Delivery	23.34	23.77	24.22	24.64	25.09	25.56
Warehouse Delivery/Courier	21.34	21.77	22.22	22.64	23.09	23.56
Substitute Warehouse Delivery	19.20					