

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
PUBLIC SCHOOL EMPLOYEES OF SOUTH KITSAP**

AND

SOUTH KITSAP SCHOOL DISTRICT #402

SEPTEMBER 1, 2018 - AUGUST 31, 2021



Public School Employees of Washington / SEIU Local 1948
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PREAMBLE

This Agreement is made and entered into between the South Kitsap School District No. 402 (“hereinafter the “District”) and the Public School Employees of South Kitsap, an affiliate of the Public School Employees of Washington/SEIU LOCAL 1948, (hereinafter the “Union”). This Agreement includes the following Articles and Sections:

ARTICLE I

RECOGNITION AND ADMINISTRATION

Section 1.1. Recognition.

The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.2, and the Union recognizes the responsibility of representing the interests of all such employees.

Section 1.2. Bargaining Unit Definition.

The bargaining unit to which this Agreement is applicable shall consist of all the classified employees in the job classifications listed on Schedule A. Excluded from the bargaining unit shall be the Superintendent’s Executive Assistant, Executive Assistant to the Assistant Superintendent for Business and Operations, Executive Assistant to the Deputy Superintendent for Learning and Instructional Support, Executive Assistant to the Executive Director for Human Resources, Community Relations Assistant, and three Human Resource Specialists, (a total of eight (8) exempt positions).

Section 1.3. Substitutes and Temporary Employees - Recognition.

The bargaining unit shall also consist of substitute and temporary employees who have worked more than thirty (30) cumulative days in the current or immediately preceding school year and continue to be employed on the District substitute roster. Only the following provisions of this Agreement shall apply to such bargaining unit substitute and temporary employees:

Article I	Recognition and Administration
Article II	Appropriate Matters for Negotiations
Article III	Rights of the District
Article IV	Rights of Employees
Article V	Rights of the Association
Article VI	Hours of Work and Overtime, except only Section 6.3.1, 6.3.2, 6.3.3, 6.4, 6.5.1, 6.5.2, 6.5.5, and 6.7, Compensatory Time
Article XIII	Association Membership and Checkoff
Article XV	Wages and Employee Compensation, except Sections 15.1, 15.2, 15.3.1, 15.3.2, and 15.3.3 only

Section 1.3.1. Substitutes.

A substitute is an individual hired on a limited basis to replace a regular employee who is absent from their position. There are two (2) categories of substitutes:

Section 1.3.1.1. Level I Substitute.

Substitute employees who work less than twenty (20) consecutive workdays in any assignment shall be known as “Level I Substitutes” and shall be paid at the substitute hourly rate of pay pursuant to Exhibit 1 of this Agreement.

Section 1.3.1.2. Level II Substitute.

Substitute employees who work twenty (20) consecutive workdays or more for the same absent employee in the same specific assignment shall be known as “Level II Substitutes.” Level II Substitutes shall be paid at Step A of the Wage Schedule in the applicable pay range I-VII, retroactive to the first date in the Level II assignment.

Section 1.3.2. Temporary Employees.

A temporary employee is an individual hired on a limited basis for a specific activity but not to replace an absent employee. There are two (2) categories of temporary employees:

Section 1.3.2.1. Level I Temporary.

Temporary employees who work less than twenty (20) consecutive workdays in any assignment shall be known as “Level I Temporary Employees” and shall be paid at the substitute hourly rate of pay pursuant to Exhibit 1 of this Agreement.

Section 1.3.2.2. Level II Temporary.

Temporary employees who work twenty (20) consecutive workdays or more in the same specific assignment shall be known as “Level II Temporary Employees.” Level II Temporary Employees shall be paid at Step A of the Wage Schedule in the applicable pay range I-VII, retroactive to the first date in the Level II assignment.

Section 1.3.2.3.

The District shall provide the President of the Union with a written report of the status of all temporary positions on or before each of the following dates: October 1st, December 1st, February 15th, and May 1st.

Section 1.4. Temporary Paraeducators.

Individuals hired as Paraeducators before March 1 of any school year shall be considered as regular employees and subject to all terms of the Agreement, unless the position is posted as a temporary position as defined by Section 1.3.2. Paraeducators who are hired after March 1 in a given year to newly created positions, including those regular employees who are assigned additional Paraeducator hours after March 1 in a given year, may, at the discretion of the District, be considered Temporary employees for that year subject to Section 1.3.2 above.

Section 1.5. Regular Employees Assigned Additional Temporary Hours.

Regular employees who are assigned additional temporary hours for the remainder of the school/fiscal year after March 1st shall be placed on the wage schedule as if the position were regular. However, the employee shall not be eligible for any additional benefits, holiday pay, or leave. When the hours expire, the loss of those hours will not trigger any other provisions of this agreement. Additional temporary hours that continue from one school/fiscal year to the next shall be considered regular benefited time. Temporary hours assigned prior to March 1st shall be regular benefited time.

Section 1.6. Leave Replacement and Long-Term Temporary Positions.

A leave replacement position is defined as a position open due to a leave of absence of a regular employee when the District knows in advance that such leave shall be greater than sixty (60) workdays. A long-term temporary position is defined as a temporary, newly created position where the District knows in advance that it will be greater than sixty (60) workdays, but in no case longer than 12 (twelve) consecutive months, including non-work days on a limited basis for a specific activity but does not replace an absent employee. Long-term temporary positions shall receive a district insurance contribution as specified in Article XI. Long-term temporary positions that are projected to continue from one school/fiscal year to the next and are six (6) months or more in duration (including non-work days) from the date of assignment, shall be posted as a regular position(s). The employee selected to fill a leave replacement position (the “first replacement position”) shall be considered a regular employee for the purposes of wage placement, other compensation, and all benefits in accordance with this Agreement provided that the position will be terminated on the assignment end date, except if a regular employee fills the replacement position, then at the end of the replacement assignment the regular employee shall be returned to their former position, unless that (former) position 1) has been reduced by more than twenty (20) annual work hours or 2) has been eliminated, in which case the regular employee shall have reinstatement rights consistent with the RIF procedures contained in Article X of this Agreement. The position remaining due to the placement of a regular employee into a replacement position, will also be available to regular employees on this same “replacement” basis (with retreat rights). This shall be known as the “second replacement position.” This process shall be limited to a second replacement position. Should the second replacement position be filled by a bargaining unit employee, then the position of that employee, if filled, will be on a substitute basis as defined in Section 1.3.1 of this Agreement.

Section 1.7. Substitute/Temporary Employee Absences.

Level II Substitutes and Level II Temporary Employees who have completed their required twenty (20) consecutive days, and then are absent four (4) days due to an unavoidable circumstance (illness, emergency), will not have an adverse impact on their rate of pay, when such leave is approved by the Human Resources Administrator. Although they will not be paid for the day missed, they will not have to reestablish the 20-day requirement for the higher pay. If the substitute/temporary misses more than four (4) days, the retention for the higher rate of pay will be considered on an individual basis. These same provisions shall also apply to any absence missed as a result of a required jury duty, regardless of the length of the absence.

Section 1.8. Availability of Substitute/Temporary Hours.

Regular employees may be eligible to work additional hours in substitute or temporary assignments, provided the employee notifies their building administrator and the Human Resources Office in writing. The right to work in a substitute capacity is, however, not guaranteed and is subject to the District’s educational program needs, including consideration of overtime limitations. Employees who are in a RIF status shall be given priority for working available substitute and temporary assignments for which they are qualified.

Section 1.9. Student Employees.

The District may employ students enrolled in South Kitsap Schools to perform temporary assignments related to this bargaining unit (generally clerical), provided that:

1. the student is assigned from a South Kitsap School District vocational or educational program, and
2. such students shall work no more than four (4) hours per day, except in summer months and/or breaks in school schedules, and

3. such students are not eligible to fill substitute, temporary, or regular bargaining unit positions.

Section 1.9.1. Student Worker Hours/Reporting.

The District recognizes the interest of Union employees with regard to availability of extra hours of work and as such shall reasonably assign student worker hours giving consideration to the District's financial status, including any reduction-in-force. In light of these interests, the District will ensure that student workers performing work in this unit shall be employed for no more than 3,200 hours on an annual basis (September 1 through August 31) for the duration of this Agreement. The District shall provide a monthly report of student worker assignments and hours to the Union President.

Section 1.10. Health Care – Compliance.

The District may increase available health insurance benefits to substitute or temporary employees during the term of this Agreement to the extent necessary to comply with / avoid penalties under the Affordable Care Act or other applicable state or federal laws.

ARTICLE II

APPROPRIATE MATTERS FOR NEGOTIATIONS

Section 2.1. Conformity to Law.

The District and the Union agree that this Agreement shall be binding on both parties except that if any section or provision is or shall be contrary to law, then such section(s) or provision(s) shall not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this Agreement shall not be affected, thereby, and the District and the Union shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s).

Section 2.2. Appropriate Matters for Negotiations.

Section 2.2.1.

The parties acknowledge and confirm their mutual obligation under Chapter 41.56 RCW, which is to meet at reasonable times to confer and negotiate in good faith on personnel matters, including wages, hours, and working conditions which may be peculiar to the bargaining unit.

Section 2.2.2.

The parties further acknowledge that issues concerning wages, hours, and working conditions not expressly covered in this Agreement, may also need discussion and that such discussions would be regulated by RCW 41.56.

Section 2.3. Status of Agreement.

Section 2.3.1.

This Agreement shall supersede any rules, regulations, policies or practices of the District, which may be contrary to or inconsistent with its terms.

Section 2.3.2.

The term “Employee” when used hereinafter in the Agreement, shall refer to all classified employees represented by the Union.

Section 2.3.3.

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine, and words denoting number shall include both the singular and plural.

Section 2.4. No Strike Clause.

The Union, its agents, and members agree there shall be no strikes, slowdowns, work stoppages, or other concerted effort which interferes with, impedes, or impairs the normal operation of the District for the duration of this Agreement.

ARTICLE III

RIGHTS OF THE DISTRICT

Section 3.1. Management Rights.

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

Section 3.2. Other Matters.

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

ARTICLE IV

RIGHTS OF EMPLOYEES

Section 4.1. Organizing.

Employees who are represented by the Union shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining.

Section 4.2. Nondiscrimination.

Neither the District nor the Union, shall illegally discriminate against any employee subject to this Agreement on the basis of race, creed, national origin, color, gender, religion, age, marital status, sexual orientation, or because of a mental or physical disability.

Section 4.3. Matters of Personal Concern.

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

Section 4.4. Meetings.

Whenever any employee is mutually scheduled by the District and the Union to participate during working hours in negotiations, grievance proceedings, or conferences, he/she shall suffer no loss in pay.

Section 4.5. Due Process.

Section 4.5.1.

This section shall serve as a protection for the employee against unwarranted discipline by the District.

Section 4.5.2.

No employee shall be disciplined without just cause.

Section 4.5.3.

The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.

Section 4.5.4.

Any disciplinary action against an employee shall be appropriate to the behavior which precipitates the action.

Section 4.5.5.

Any employee called to a hearing or other investigatory proceeding which may result in disciplinary action being taken against the employee may request the presence of a Union Representative. When a request for such representation is made, no official action shall be taken with respect to the employee until such representative of the Union is present.

Section 4.6. Employee Evaluations.

Each employee is entitled to a periodic evaluation of job performance at least once annually. A copy of the evaluation shall be provided to the employee upon presentation. Employees shall have the right to attach a written response to their evaluation, provided such is presented for attachment within thirty (30) business days of receipt of the evaluation copy. An employee may request of the supervisor an extension of time in which to make the response. Any extension of time must be mutually agreed upon. All performance evaluations reflecting a “needs improvement” or “unsatisfactory” rating in one or more categories shall state specific reasons for the rating, remedial action necessary for the employee to improve performance and specific remedial training as deemed necessary by the District to improve performance.

Section 4.7. Student Discipline.

A copy of the District’s adopted and written policy governing the rules and limitations on student discipline will be made available on the District’s website for each employee within this Unit.

Section 4.8. Job Descriptions.

The District shall post job descriptions on the district website. New job descriptions or job descriptions which are significantly changed shall be submitted to the Union for input at least twenty (20) calendar days prior to final adoption. The parties shall negotiate wage schedule placement for new positions. The District and the Union reaffirm their commitment to the value and positive impact of the job evaluation process and the Job Analysis Group (JAG).

Section 4.9. Personnel Files.

The District shall maintain an official personnel file located in the District Human Resources Office, for each employee, who will receive a copy of any derogatory or disciplinary material entered in the file, including evaluations, reprimands, or any other written communications. A written rebuttal response not exceeding three (3) pages may be attached to any document in the file, provided such rebuttal is received in the Human Resources Office within thirty (30) calendar days of the date the employee was provided with a copy of the materials. The employee may inspect the file with a representative of the District and if the employee wishes, the Union. The employee may make an inventory of the file and have it signed and dated by a representative of the District and may have copies made of any contents of the file. The District may require the employee to pay a per copy charge at the rate used for public records requests. Employees shall have the right to request in writing to the Human Resources Administrator that material be removed from their file after three (3) years from the document date. The Human Resources Administrator shall issue a written decision, including an explanation as to the reasons for the determination, within thirty (30) calendar days of receipt of any such request.

ARTICLE V

RIGHTS OF THE UNION

Section 5.1. Notices.

The Union will be allowed to post notices of activities and matters of Union concern on a bulletin board to be provided in each faculty lounge or employee dining area (if there is no faculty lounge) of each building in the District.

Section 5.2. Information.

Section 5.2.1.

The District will furnish to the Union President, Secretary, or designated representative, when requested in writing, prepared information including annual financial reports and audits, tentative budgeting requirements and allocations, monthly revenue and expenditure reports, a register of bargaining unit employees, student enrollment, agendas and minutes of all Board meetings, a directory of employees, personnel information necessary to process grievances with the written permission of the employee(s) involved, and other information specifically requested by the Union that is necessary/relevant for the Union to represent the bargaining unit.

Section 5.2.2.

The District shall provide to the Union President, Secretary, or designated representative a monthly updated list of newly assigned employees and number of substitute employees employed in the previous month, their assignments, rate of pay and number of workdays.

Section 5.3. Access.

Section 5.3.1.

Representatives of the Union, after making their presence known to the building principal, shall have access to the District's premises during business hours, provided that no conferences or meetings between employees and Union representatives shall take place during working hours.

Section 5.3.2.

The Union may use District buildings for meetings during nonworking hours as per District policy. The Union representative shall obtain approval from building administration prior to using such buildings. The Union shall have the right to use the District's standard office equipment. The Union shall reimburse the District pursuant to District policy and procedure for use of standard office equipment. The Union shall be liable for negligence or any willful damage occurring from its use of District building and/or equipment.

Section 5.3.3.

The Union may use the District's internal mail distribution system (hard copy and electronic, including email and phones) to circulate routine information to its members, provided it meets requirements of the "No Strike Clause." Further, such distribution shall not violate U.S. Postal regulations, nor shall it be used to avoid required postage costs. The Union shall not use the District mail system to distribute or obtain information regarding political candidates or issues which are a part of any public election. Should the Union intentionally or unintentionally misuse the system, it will hold harmless the District and promptly rectify such misuse or the District may cancel the Union's right to use the system.

Section 5.3.4. Requests for Disclosure.

Public records requests for documents containing sensitive personal information about specific employees shall be handled in accordance with applicable state laws and district policies and procedures. The District will attempt to determine if the employee has consented to the request, and if not, the District will make a reasonable attempt to provide the employee five (5) business days' notice prior to disclosing documents that the District concludes are subject to disclosure. The district will notify PSE five (5) business days in advance of disclosure of any public records that include lists of employees, employee contact information, employee schedules, employee affiliations, personnel evaluations, or employee financial information. This section does not waive the District's immunity under RCW 42.56.060 and does not create a personal contractual claim for wrongful disclosure for failure to provide such notice.

Section 5.4. Labor Relations Committee.

The District and the Union shall meet periodically (intended to be monthly during the school year), on a mutually agreed basis to discuss personnel issues, confidential issues, and/or other matters of concern. If the parties agree, other employees or administrators may be present to assist with discussions.

Section 5.5. New Member Information.

The District shall provide each new employee with a member information packet, provided by the Union, which shall be comprised of: (a) a copy of this Agreement; (b) membership cards; (c) a list of officers and phone numbers; and (d) a cover letter.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1. Assigned Shifts.

Except as provided in Section 6.7. Flex Time, each employee shall be assigned to a definite and regular shift and workweek with designated times of beginning and ending, provided, further that the District may change the existing workweek in case of emergency without prior notice, and in any other case by five (5) business days written notice to the employee.

Section 6.1.1.

All employees shall receive as part of their regularly scheduled work week a minimum of thirty (30) minutes per week to review/respond to email.

Section 6.2. Workweek.

Section 6.2.1.

Workweeks other than Monday through Friday may only be established on any five (5) consecutive days. Exceptions may be made in establishing a summer work schedule. The District may establish a summer-hour schedule for employees. Individual department directors or building principals may establish summer hours, including for example, different start times than the District's and/or a workweek of four (4) days of ten (10) hours per day. Department schedules are subject to approval by the Human Resources Administrator or other designee of the Superintendent. Once approved, the schedules will be made known to the Union. Pursuant to Section 6.6.2 of this Agreement, employees working in excess of (8) hours per day under a summer work schedule are not entitled to overtime unless they are compensated in excess of forty (40) hours in a workweek.

Section 6.2.2.

The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday. For payroll purposes the workweek shall begin on Sunday and end on Saturday.

Section 6.3. Lunch/Rest Period(s).

Section 6.3.1.

Employees shall be entitled to paid rest period(s) and an unpaid lunch break according to the following schedule:

- Work for four to five hours = One paid fifteen (15) minute break;
- Work more than five (5) hours but less than eight hours = One paid fifteen (15) minute break and one unpaid/duty free thirty (30) minute lunch break;
- Work eight (8) hours or more = Two paid fifteen (15) minute breaks and one unpaid/duty free lunch break of at least thirty (30) minutes;
- Employees working three (3) or more hours overtime shall be allowed at least one (1) unpaid thirty (30) minute meal period prior to or during the overtime period.

Section 6.3.2.

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and the supervisor. In the event the District requires an employee to forego the lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at overtime rates. Lunch periods are not a part of the workday and are not paid for by the District.

Section 6.3.3.

A rest period shall be taken at a time designated by the District, as near the middle of the shift as is practicable. In the event a work-related interruption requires the presence of the employee during the scheduled rest period, the employee shall be entitled to schedule, with the supervisor's approval, an alternative rest period during that workday. In the event that rescheduling of the interrupted rest period in that workday is not possible, the rest period may be scheduled later in that workweek or, with the supervisor's approval, a time record may be submitted for payment of the missed rest period. In the event that rescheduling or payment occurs, such time shall be provided on the basis of a forty (40) hour workweek rather than an eight (8) hour day for the purpose of computing overtime due only. If such a missed rest period is not rescheduled by the end of the ensuing monthly pay period, the employee shall indicate such time on either his/her regular time or compensatory time record and shall be compensated for the time accordingly, provided that supervisory approval for the time has been provided.

Section 6.4. School Closure.

In the event of an unusual school closure due to inclement weather, inoperative facilities or the like, the District will make every effort to notify appropriate employees to refrain from coming to work. Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event he/she has been actually notified by the District of the closure prior to leaving home for work. Employees shall be considered notified when announcements of school closures are made by phone, radio, television or receipt of a flash alert.

Section 6.5. Overtime.

Section 6.5.1. Overtime Rate Definition.

Overtime rate is defined as being one and one-half (1.5) times the employee's regular hourly rate of pay.

Section 6.5.2. Compensated Overtime hours.

Employees required by the District to work additional hours shall be paid at the overtime rate for all hours compensated in excess of eight (8) hours per day and/or all hours in excess of forty (40) hours per week, whichever may apply. Taking compensatory time shall not be counted for the purpose of calculating overtime pay or compensatory time in lieu of overtime. An employee working a summer work schedule of more than eight (8) hours per day under Section 6.2.1 of this agreement shall not be entitled to overtime except for those hours in excess of forty (40) hours per week.

Section 6.5.3. Weekend Hours.

Employees, except temporary, substitute, and student employees required by the District to

work additional hours on a Saturday or Sunday shall be compensated at the overtime rate of pay. Temporary, substitute, and student employees shall only be entitled to overtime pay for weekend work to the extent required by applicable law.

Section 6.5.4. Unscheduled Call-Out Hours.

Employees called to work by the District outside of their normal shift assignment shall be compensated for: a) no less than three (3) hours for such work performed on a Saturday or Sunday; or b) no less than two (2) hours for such work performed on a Monday through Friday. This section does not apply to situations where 1) the added hours worked are pre-scheduled or the employee is not required to report to a worksite, or 2) authorized work is performed immediately preceding or following the assigned work shift; however, in that event, the terms of Section 6.5.2 shall still apply.

Section 6.5.5. Restriction to Overtime Pay.

Where more than one of the overtime pay provisions in this Section applies, the affected employee shall receive only the time and one-half (1.5) overtime rate. Nothing in this Section 6.5 shall be construed to require double or multiple overtime rates, provided that employees required by the District to work additional hours on a holiday shall be paid pursuant to Section 7.1.3 of this Agreement.

Section 6.6. Compensatory Time.

Compensatory time off in lieu of payment at the regular or overtime rate for hours worked in addition to a regularly scheduled shift shall only occur as specified under applicable wage laws (i.e. Fair Labor Standards Act), except as provided in this Section. Compensatory time must be authorized by the District in advance of being earned. Compensatory time shall accrue at the lawful rate (the regular rate for hours up to forty (40) per week and at the rate of one and one-half (1.5) hours for each overtime hour worked). The decision to receive time off rather than money as compensation for additional work shall be the employee's; provided, however, scheduling of compensatory time shall be mutually agreed to by the employee and the site administrator. For the purpose of providing compensatory time only, such time shall be provided on the basis of a compensated forty (40) hour workweek rather than a compensated eight (8) hour day. Consistent with District procedure, the maximum number of accumulated compensatory time hours at any one time shall not exceed forty (40) hours. All accumulated compensatory time shall be used or cashed out by the end of the fiscal year.

Section 6.7. Flex Time.

Flex time shall mean the adjustment, upon mutual agreement between the employee and supervisor, of the employee's weekly schedule to accommodate employee or employer needs. The total number of weekly hours is not changed. For example, an employee may work an additional hour on one day in order to take those hours off on a subsequent day in the same week, which shall not result in overtime pay for the extra-hours day.

Section 6.8. Early Dismissal.

Employees may utilize personal leave, accrued compensatory time, flex time or vacation to participate in an authorized early dismissal.

Section 6.9. Extra Hours.

Section 6.9.1 Paraeducator Collaboration.

Paraeducators who work six (6) classroom hours per day or less (excluding Bus Duty, other types of assignments and other duties) in a Lifeskills, KIT, or Triple A classroom are entitled to work up to eighteen (18) additional hours annually (pro-rated based on the start/end date of the assignment) for the following purposes:

- a. Classroom team collaboration;
- b. Participation in annual IEP meetings and Parent-Teacher conferences for students served by the paraeducator on a 1:1 basis as well as other students at the discretion of the paraeducator’s immediate supervisor;
- c. Training/planning meetings before and after school;
- d. Collaboration on Late Start Wednesdays, Learning Improvement Days and
- e. Other approved professional development.

While the eighteen (18) additional hours shall be paid on a timesheet basis the District shall add this time to the projected annualized hours for purposes of insurance benefit calculation.

Section 6.9.2. Paraeducator Bus Duty.

Bus Duty, including on-bus supervision (hereinafter referred to as “bus duty”) projected to last sixty (60) or more days during any given school year, shall be considered a regular assignment for purposes of pay and benefits but will not receive seniority for any temporary bus duty hours worked. When Bus Duty is reassigned or expires, the loss of these hours will not trigger any other provisions of this Agreement. Bus duty that is required for the purpose of supervising a special education student or students from a particular classroom will be offered in order of District Seniority to the employees within that classroom. Bus duty shall not be considered “classroom time” for purposes of determining eligibility for collaboration time per Section 6.9.1. Creation of the Bus Duty assignment code is for administrative purposes only and shall not be considered a separate position for pay classification. This section does not apply to bus duty that is a part of a paraeducator’s regular work assignment (e.g., certain 6.5-hour paraeducators).

ARTICLE VII

HOLIDAYS, VACATIONS, AND LEAVES

Section 7.1. Holidays.

All employees shall receive the following paid holidays that fall within their work year as follows:

Holiday	Applies to
1. Labor Day	All Work Calendars
2. Veterans’ Day	All Work Calendars
3. Thanksgiving Day	All Work Calendars
4. The Friday after Thanksgiving Day	All Work Calendars
5. Christmas Day	All Work Calendars
6. The day before or after Christmas day (<i>date determined annually by District</i>)	All Work Calendars
7. New Year’s Day	All Work Calendars
8. The day before or after New Year’s Day (<i>date determined annually by District</i>)	All Work Calendars
9. Martin Luther King Day	All Work Calendars
10. Presidents’ Day	All Work Calendars
11. Memorial Day	All Work Calendars
12. Independence Day	Only the 210 and above

Section 7.1.1.

When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be considered the holiday, as identified on the approved school calendar.

Section 7.1.2. Unworked Holidays.

Employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has been compensated for either his/her last scheduled shift preceding the holiday or his/her first scheduled shift succeeding the holiday and is not on leave of absence, shall be eligible for pay for such unworked holiday.

Section 7.1.3. Worked Holidays.

Employees who are required to work on the above-described holidays shall first receive the pay due for the holiday. Additionally, for all hours worked on that holiday the employee shall be compensated at the overtime rate of one and one-half times their regular hourly rate.

Example: 6-hour employee works 4 hours on a holiday. The employee shall receive 6 hours holiday pay plus an additional 6 hours of pay for the time worked (4 hours at the overtime rate of 1.5 times the hours worked), for a total of 12 hours of pay.

Section 7.1.3.1.

Those employees who work a regular schedule during summer break, e.g. summer school, that requires the employee to work the day before and the day after the Independence Day Holiday, shall also be eligible to receive pay for that holiday.

Section 7.2. Vacations.

All less than 12-month new employees hired with an effective date of September 1, 1995 or later shall not be eligible for vacation benefits. All other employees shall continue to accrue vacation pursuant to sections 7.2.1 through 7.2.3 below.

Section 7.2.1.

During the first year of service with the District, the employee shall be granted ten (10) days paid vacation based on the normal daily work shift. One (1) additional day of paid vacation will be added for each succeeding year of service to a total of twenty (20) days, except employees who worked during the 1983-1984 school year shall be granted the full twenty (20) days in the 1984-1985 and succeeding years.

Section 7.2.1.1. Longevity Vacation.

For 12-month employees at the 15th year of service, two additional days shall be added (22 days); at the 20th year of service, one additional day shall be added (23 days).

Section 7.2.1.2. Vacation Accrual.

All vacation shall be accrued on a monthly basis. Vacation benefits will be prorated for eligible (pursuant to 7.2 above) less than 12-month employees. To gain eligibility for an increase in vacation credit, an employee must work at least fifty percent (50%) of his/her normal work year. The following chart displays the vacation rates:

Year Number	Days Accrued That Year	Monthly Accrual Rate
1	10	.8333
2	11	.9167
3	12	1.0000
4	13	1.0833
5	14	1.1667
6	15	1.2500
7	16	1.3333
8	17	1.4167
9	18	1.5000
10	19	1.5833
11	20	1.6667
15*	22	1.8333
20*	23	1.9167

*Years 15 and 20 apply only to 12-month employees.

Section 7.2.2.

Vacation periods will be set by mutual agreement, taking into account the service needs of the District and the personal preferences of employees, provided they shall be scheduled whenever possible to avoid conflict with school operations.

Section 7.2.3. Unused Vacation Carry-Over/Cash Out Restrictions.

Unused vacation credit may be carried forward from one school year to the next to a maximum of thirty (30) days. When work requirements prevent an employee from using vacation days prior to August 31, the employee may cash out up to three (3) days in excess of the thirty (30) day limit. Upon separation of employment, no employee may cash out any unused vacation in excess of thirty (30) days.

Section 7.3. Sick Leave.

Section 7.3.1.

At the beginning of each school year, each employee shall be credited with an advanced sick leave allowance as follows:

- Up to 192 scheduled workdays 10 days sick leave
- 193 to 205 scheduled workdays 11 days sick leave
- 206+ scheduled workdays 12 days sick leave

Section 7.3.2. Sick Leave Absences/Accrual.

Sick leave days shall be with full pay and shall be used for absence caused by incapacitation from work because of disability or illness. Should an employee resign during the contract year, the days of credited sick leave shall be prorated based on the number of days worked.

Employees employed after the beginning of the contract year shall receive a prorated number of sick leave days based on the number of days actually worked during the contract year.

Employees who work less than eight (8) hours per day shall have their sick leave prorated.

Sick leave shall accumulate to a maximum of the individual's work year.

Section 7.3.3.

In accordance with Washington State law, sick leave may be used to care for a child of the employee with a health condition that requires treatment or supervision or for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition in accordance with state or federal law. The parties agree that the provision(s) in law which most benefits the employee shall be available to the employee. Such leave may be utilized up to the limit of accumulated sick leave days. Under the Family and Medical Leave Act provisions, the District may require appropriate medical certification. For this section the following definitions shall apply consistent with Washington State law.

Section 7.3.3.1.

“Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self care because of a mental or physical disability.

Section 7.3.3.2.

“Grandparent” means a parent of a parent of an employee.

Section 7.3.3.3.

“Parent” means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

Section 7.3.3.4.

“Parent-in-law” means a parent of the spouse of an employee.

Section 7.3.3.5.

“Spouse” means a husband or wife as the case may be.

Section 7.3.3.6.

“Domestic Partner” means a registered domestic partner.

Section 7.3.4.

Notwithstanding Section 7.3.3., upon approval of the District, sick leave may be used to care for a child, age eighteen (18) or over, with a significant health condition.

Section 7.3.5.

An employee who is unable to perform their assigned duties because of personal illness, maternity, or other disability shall, upon request, be granted additional sick leave without pay at the exhaustion of accumulated sick leave. Application for sick leave without pay and for renewal of sick leave without pay shall be made in writing to the District, accompanied by a doctor’s verification and an estimated time of recovery.

Section 7.3.6.

After five (5) consecutive days of absence, or when specific circumstances indicate potential abuse of leave, a doctor’s certificate may be required by the District. On the twelfth (12th) consecutive workday of personal illness, a second doctor’s opinion may be required at the District’s expense. The District shall provide a statement of the accumulated balance of sick leave for each employee on each pay warrant.

Section 7.3.7.

Accumulated but unused illness, injury, and emergency leave (sick leave) shall be transferable to the District in accordance with Washington State law.

Section 7.3.8.

Employees who are absent due to injury occurring in the course of employment shall have the following options concerning their pay:

Section 7.3.8.1.

The employee may opt for the absence to be covered by his/her accumulative sick leave; or

Section 7.3.8.2.

The employee may opt for the State Industrial Insurance compensation; or

Section 7.3.8.3.

The employee may opt to accept the compensation from the Industrial Insurance in addition to a prorated compensation from his/her accumulative sick leave in order to receive his/her full pay.

Section 7.3.9.

Sick leave will be deducted in fifteen (15) minute increments.

Section 7.3.10. Family and Medical Leave Act.

The parties recognize that both state and federal laws impact this area. The parties agree that the provision(s) in law which most benefit(s) the employee shall be available to the employee if a conflict in law occurs. Such Family Care Leave shall be for the purpose of attending to a qualifying individual who has a serious health condition (i.e. terminal illness or a condition involving inpatient care and/or continuing treatment by a health care provider) requiring treatment or supervision by the employee and no other reasonable arrangement can be made. Such approved leave days taken will be deducted from accrued sick leave or may be taken as nonpaid temporary disability leave, after proper request, or be arranged for in combination of paid and non-paid leave.

Section 7.3.11. Leave Sharing.

The District agrees to make available a leave sharing program consistent with WAC regulations. The District's leave sharing policy is the Board Procedure for Policy 5406.

Section 7.3.12. Attendance Incentive Program/Sick Leave Buy-Back.

Section 7.3.12.1.

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

has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.

Section 7.3.12.2.

At the time of separation from District employment, an eligible employee as defined by RCW 28A.400.210(2), or the employee's estate, shall receive remuneration for sick leave up to a maximum of 180 days at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued leave for illness or injury.

Section 7.3.12.3.

If the State rescinds the enabling legislation under which this Section is granted, the terms of this sick leave 'buy back' shall be immediately null and void.

Section 7.4. Leave for Emergencies.

Emergency leave of three (3) days per year shall be granted with pay, accumulative to a maximum of six (6) days, provided that no more than three (3) days of emergency leave shall be granted per any one occurrence. The only exceptions to these limitations are noted in Section 7.4.1, below. Except in the case of family illness, emergency leave must be approved by the District and must be due to a problem that is suddenly precipitated or is unplanned; or where preplanning could not relieve the necessity for the employee's absence. Such leave shall include absences for illness in the immediate family or immediate household not covered under Section 7.3.3 above. The "immediate family" for emergency leave purposes shall be defined as son, daughter, father, mother, brother, sister (including in-laws and foster relationships which were of more than one year's duration) and husband, wife, grandparents and grandchildren of the employee or employee's spouse. The "immediate household" shall be defined as all people living in the same family unit but not necessarily relatives. Other reasons for emergency leave shall include, but not be limited to:

- legal affairs or business obligations that are of an important nature and cannot be conducted at another time;
- situations created by forces of nature having significant deleterious effects upon the employee's property, health, or family safety;
- funerals not covered by bereavement leave;
- non-injury accidents when employees are in route to work;
- failure of a public transportation carrier to meet a regularly scheduled operation.

Section 7.4.1. Exceptions to Time Limitations.

The District may authorize emergency leave days in excess of the limitations listed in Section 7.4, above, in the following situations:

Section 7.4.1.1. Serious Illness in Immediate Family.

In the event that an employee has used all the accumulated emergency days accrued, then up to two (2) additional days may be granted for a serious illness in the immediate family.

Section 7.4.1.2. Adoptions.

Up to ten (10) days may be authorized for the purpose of placement of a child being adopted by the employee.

Section 7.4.1.3 Additional Emergency Leave.

At the discretion of the Superintendent or designee, use of additional sick leave as emergency leave days may be approved on a case-by-case basis.

Section 7.4.2.

All Emergency Leave absences shall be deducted from the employee's sick leave balance.

Section 7.5. Bereavement Leave.

Five (5) days Bereavement Leave may be granted for each death in the immediate family or immediate household. The immediate family shall be defined as parent, brother, sister (including in-laws), foster relationships of more than one (1) year's duration, and husband, wife, child, grandparents and grandchildren of the employee or employee's spouse. The immediate household shall be defined as all people living in the same family unit, but not necessarily relatives.

Section 7.5.1.

One (1) day of bereavement leave may be granted for death of an individual not defined as immediate family or household member.

Section 7.5.2.

Bereavement Leave shall not be accumulative and is not deducted from accumulated sick leave.

Section 7.6. Maternity/Parental Leave.

Section 7.6.1.

An employee requesting maternity leave shall give written notice to the District at least four (4) weeks prior to commencement of said leave. The written request for maternity leave shall include a statement of the expected date of return to employment. Within thirty (30) calendar days after childbirth, the employee will inform the District in writing of the specific day when she will return to work.

Section 7.6.2.

Leave for maternity purposes will be granted on the same basis as for any other temporary disabling event. Accrued sick leave may be used by the employee, and/or a leave without pay, if requested, will be granted for the period of actual disability as determined by competent medical authority. An employee may request Family Medical Leave for parental purposes, subject to the provision of the District Family Medical Leave policy. An employee may request an extended parental leave for the balance of the current school year, subject to approval by the District.

Section 7.6.3.

The employee shall be returned to the same position occupied before taking childrearing leave or sick leave for maternity purposes and will be entitled to return to the same position held prior to taking such a leave, absent a reduction in force situation. Employees on such a leave when a reduction in force situation occurs, shall be treated as an active employee pursuant to Article X for retention purposes.

Section 7.7. Jury/Witness Leave.

Leaves of absence shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received. Employees shall also be granted leave with pay when subpoenaed as a witness in a court of law. Such leave will not be granted when subpoenaed by the

Union in legal action against the District or in actions when the individual subpoenaed is a party to the action. When an employee is called for jury duty, the employee is released for the length of time necessary to fulfill that obligation. Employees are expected to continue to report for work on the days when excused from jury duty, and when a half-day or more remains of the employee's scheduled workday. In the case that we have a substitute covering for the employee, the substitute would have the option to remain for the day to complete the assignment. Jury/Witness leave is not deducted from accumulated sick leave.

Section 7.8. Leave Without Pay.

Section 7.8.1.

Upon recommendation of the immediate supervisor and upon approval of the Superintendent or designee, an employee may be granted a leave of absence without pay for a period not to exceed one (1) year, provided however, if such leave is granted due to extended illness, one (1) additional year may be granted.

Section 7.8.2.

The returning employee will be assigned to the position occupied before the leave of absence. Employees hired to fill positions of employees on leaves of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the District to inform replacement employees of these provisions.

Section 7.8.3.

The employee will retain accrued sick leave and seniority rights while on leave of absence. However, sick leave and seniority shall not accrue while the employee is on leave of absence.

Section 7.9. Personal Leave.

Two (2) Personal Leave Days with pay shall be available to all employees in this unit. Beginning September 1, 2019, all less than 12-month employees who are not eligible to take paid vacation will receive a total of three (3) Personal Leave Days with pay.

For the purpose of usage restrictions, there shall be two group definitions: Instructional and Non-instructional. Instructional shall include instructional employees (e.g. Paraeducators, LPN, ESL, PT/OT/SLP Assistants, Preschool Assistant, Library Specialist, Computer Lab Coordinator). All others shall be in the Non-instructional Category (Office, Clerical, Playground, Printing Services, etc.). No more than one (1) non-instructional and one (1) instructional employee per elementary or middle school or per department/office (special education, business services, human resources, curriculum, facilities, food services, transportation), or two (2) instructional and two (2) non-instructional employees in the high school may be absent on Personal Leave on the same day, unless an exception is approved for emergency purposes by the site administrator.

- Personal Leave is not available for the first five (5) and the last five (5) days of school each year, unless the leave is for the high school, college or equivalent graduation of the employee's spouse, son or daughter. This provision is limited to the availability of substitutes and prior approval by the Human Resources Office.
- Personal Leave shall be granted on the workday immediately preceding or the workday immediately following a paid holiday on a first-come, first-serve basis up to a limit of five (5) bargaining unit members district-wide (except for employees for whom no substitute is

required).

- Personal Leave must be reviewed by the site administrator and pre-approved by the District.
- Personal Leave must be requested at least forty-eight (48) hours in advance, unless extenuating circumstances exist and can be documented to the site administrator.
- Unused personal leave days shall be carried over, to a maximum total accumulation of four (4) days.
- Personal Leave is separate from and not deducted from the employee's accrued sick leave.
- Bargaining unit members requiring a substitute may use personal leave in increments of two (2) hours or more per day. Bargaining unit members requiring the use of a substitute may use personal leave in conjunction with other approved leave in increments of two (2) hours or more per day. Bargaining unit members not requiring the use of a substitute may use personal leave in increments of fifteen (15) minutes or more per day.

Section 7.10. Leave for Positions with a Higher Risk of Injury.

Paraeducators regularly assigned to a Lifeskills, KIT, or Triple A classroom, or regularly assigned to a specific student with a documented need for physical behavioral interventions, shall be entitled to two (2) days of leave with pay per year in the event that the employee is unable to attend work due to an on-the-job injury caused by a student interaction in a classroom to which the employee is assigned. Eligibility for such leave shall be contingent upon the employee providing Labor and Industries (L&I) documentation from a medical professional recognizing a workplace injury occurred, even if no time-loss compensation is provided by L&I.

ARTICLE VIII

ASSIGNMENT, POSTINGS, AND VACANCIES

Section 8.1. Assignment.

Positions shall be filled from among the most qualified applicants. Employees will be considered for open positions through the established selection process using the following criteria: skills applicable to the position, experience in the same or similar position, ability, performance and seniority. In the event of a tie between applicants, seniority will be used to break the tie. The Union President may request the District to provide the reasons for the selection.

Section 8.2. Posting Requirements.

All vacancies and new positions shall be posted at least seven (7) calendar days before being filled, except for:

- 1) Student worker positions,
- 2) Level I, and II substitute positions,
- 3) Level I, and II temporary positions; provided that should the District know in advance that a substitute or temporary position will exceed sixty (60) workdays, then the position shall be posted and;
- 4) Positions of one (1) hour per day or less.

Section 8.2.1. Posting Distribution.

Postings shall be emailed to all members of the Union.

Section 8.3. Employee Right to Apply/Be Interviewed.

Employees who meet the job posting requirements shall have the right to apply for and be interviewed for posted vacancies.

Section 8.3.1. Review of Denial Process.

Should the District determine that an employee is not qualified for an interview or interviews and is not offered that position, a written notification shall be made to the employee. An employee may request in writing to meet with a Review Committee comprised of the Union President or designee, Human Resources Administrator, and if applicable, the involved supervisor to discuss the District's decision.

Section 8.4. In-Service Training.

In-service training will be provided by the District for the purposes of including but not limited to improving required job performance and/or skills.

ARTICLE IX

TERMINATION/SEPARATION OF EMPLOYMENT

Section 9.1. Termination/Separation of Employment by the District.

The District shall have the right to suspend or discharge an employee for just cause. In cases of termination due to routine performance deficiencies, termination shall require not less than twenty (20) calendar days' notice to the employee prior to the effective date of termination. In cases of layoff due to reduction in force, layoff shall require not less than thirty (30) calendar days' notice to the employee prior to the effective date of layoff. The issue of just cause may be appealed in accordance with the grievance procedures of this Agreement.

Section 9.2. Termination/Separation of Employment by the Employee.

Termination of employment by the employee shall require not less than fifteen (15) calendar days' notice prior to the effective date of separation. Employees who provide written notice to the District Office of retirement effective for the ensuing school year, by April 1st shall receive an additional lump sum payment of \$250, paid out on their last payroll.

ARTICLE X

PROBATION, SENIORITY AND REDUCTION-IN-FORCE

Section 10.1. Conditional Status.

All new employees shall be hired on a conditional status pending completion of the required background and fingerprint checks in accordance with Washington State law.

Section 10.2. Probationary Period.

Each new employee shall serve a probationary period of sixty (60) working days after beginning continuous daily employment with the District (hereinafter "Hire Date"). Any day in which the

employee does not perform work for the District shall not be counted in determining the employee's probationary period. If an employee commences employment in another position during the employee's probation, the employee shall remain on probationary status for an additional sixty (60) working days from the date the employee begins continuous daily employment in the new position. The District may discharge the employee during probation, at its discretion. Upon completion of probation, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

Section 10.3. Seniority.

The seniority of an employee in this unit is calculated and maintained within seniority categories. The "Seniority Categories" are defined in Schedule B of this Agreement. Employees begin to accrue seniority as of the date the employee begins employment with the District within each category in a regular position. Temporary and substitute positions do not earn seniority, except as provided in Section 1.6.

Section 10.3.1. Seniority Accrual – Category Start Date.

Each time an employee begins employment in a qualifying position, pursuant to Section 10.3. above, the date of hire into that category becomes the "Category Start Date" provided, however, that if the new position falls within the same category as the existing continuous position, then the positions shall be considered the same for the purpose of a Category Start and End Date.

Section 10.3.2. Seniority Adjustments/Category End Date.

Once seniority starts within a category, that seniority shall be totally lost if the employee is 1) discharged for justifiable cause, 2) resigns from employment with the District, 3) changes positions within the District to a non-PSE unit position, 4) terminated due to a reduction-in-force and has not been rehired within the applicable twenty-four month period pursuant to Section 10.5.2. or 5) terminated due to a reduction-in-force and rejects an offer of re-employment to an equivalent position pursuant to Section 10.5.1. Additionally, a "Seniority End Date" shall be created within the category when 1) the employee remains employed in the District but changes positions and the new position is not in the same category, or 2) the employee is absent without pay for a period of six (6) months or more. A notation of an adjustment due to leave without pay shall be made in the seniority record. When the employee returns from the leave without pay, a new "Category Start Date" shall commence and continue unless one of the end date events as noted herein occurs.

An end date is also created when an employee who has been terminated due to a reduction-in-force is rehired within the appropriate twenty-four month period. In this situation, a new "Start Date" shall also be created for the rehired employee in the appropriate seniority category.

Section 10.3.3. Seniority Days.

Seniority days shall be calculated by determining the number of calendar days from the "Category Start Date" to the "Category End Date" for each category entry per employee. The employee with the greater total number of seniority days within that category shall have the greatest seniority.

Examples: The following examples are provided to assist with explanation of the seniority accrual process:

Example 1: Employee was employed as an 8-hour Attendance Secretary as of 9/1/91 and had continuous employment in that position until 3/20/98, when the employee accepted a new job as Office Coordinator. Since both positions are in the same Seniority Category A, the seniority for that category continues uninterrupted. As of the 3/1/01 Seniority List Report, the employee's seniority would be listed as:

<u>Category A</u>	<u>Start Date</u>	<u>End Date</u>	<u>Total Days</u>
Employee 1	9/1/91	3/1/01	3,470

Example 2: If an employee accepts a new assignment in a different category, dropping all hours in existing categories, then an End Date shall be listed in the one category, and a Start Date entered for the new category. Example: Employee was employed as a 2.5 hour Playground Supervisor commencing 9/1/91. As of 9/1/99 the employee left that position for a 6.0-hour paraeducator position. As of the 3/1/01 Seniority List Report, the employee's seniority would be listed as:

<u>Category D</u>	<u>Start Date</u>	<u>End Date</u>	<u>Total Days</u>
Employee 2	9/1/91	8/31/99	2,922

<u>Category C</u>	<u>Start Date</u>	<u>End Date</u>	<u>Total Days</u>
Employee 2	9/1/99	3/1/01	548

Example 3: If an employee accepts a new assignment in a different category, but keeps the hours in the existing category, then the seniority shall continue in the existing category and a Start Date entered for the new category. Example: Employee was employed as a 2.5-hour Playground Supervisor commencing 9/1/91. As of 9/1/99 the employee kept that position and added a 2.0-hour Volunteer Coordinator position. As of the 3/1/01 Seniority List Report, the employee's seniority would be listed as:

<u>Category D</u>	<u>Start Date</u>	<u>End Date</u>	<u>Total Days</u>
Employee 3	9/1/91	3/1/01	3,470

<u>Category G</u>	<u>Start Date</u>	<u>End Date</u>	<u>Total Days</u>
Employee 3	9/1/99	3/1/01	548

Section 10.3.4. Seniority Rights.

The employee with the highest seniority shall have preferential consideration for vacation periods and additional hours, including overtime. Consideration for additional hours, including overtime, shall be by work site and subject to educational, program, and operational needs.

Section 10.3.5. Seniority Lists.

Seniority shall be calculated as of March 1 of a given year and published annually on the District website within ten (10) working days thereafter. In the event of an anticipated reduction-in-force due to a levy failure or other financial situation, the District shall provide an average of ten (10) hard copies of the seniority list per building, prior to any reduction taking effect to reflect new hires or changes, and Seniority Dates shall be calculated as of May 1 of

that year. The seniority list shall be displayed by the Seniority Categories defined in Section 10.3.6 below and shall minimally include the following information:

- Current annual hours, which shall be defined as the sum total of the employee's regularly scheduled hours (excludes temporary or substitute assignments) in that seniority classification for the current school year;
- Employee Name;
- Start Date;
- End Date;
- Total Seniority Days for each Start/End date in the Category, and Grand Total Seniority Days for that Category;
- The employee's annualized hours for their current position(s) as of the date of the calculation for the Seniority List (e.g. March 1 or May 1). Annualized hours are the calendar days for the position times and hours the employee is working in that position (e.g. 4 x 193 or 6 x 180, regardless of when the employee started that position).
- Voluntary reductions in work time made in accordance with Section 10.6. shall not be reflected in the official seniority list.

Section 10.3.5.1. Petition to Change Seniority List.

Employees shall have fifteen (15) calendar days from the date of the posted Annual Seniority List to petition for corrections. In the event of a second list due to a RIF situation, employees shall have seven (7) calendar days to petition for corrections. Petitions must be made in writing to the Human Resources Office. If petitions change any information on the Seniority List, then the District shall publish a revised and final list.

Section 10.3.6. Seniority Classifications.

For the purposes of seniority, including a reduction-in-force, the following Seniority Categories are established:

A, B, C, D, E-1, E-2, E-3, E-4, E-5, E-6, F, G, H, I, J, K

The positions within each category are listed on Schedule B of this Agreement.

Section 10.4. Reduction-in-Force Provisions.

Reductions made due to changes in enrollment or changes in fiscal conditions shall be made in accordance with the following provisions (Section 10.4 through 10.5.)

Section 10.4.1. Reductions/Increases in Hours Due to Increased or Decreased Enrollment or Changes in Student Needs.

It is recognized that from time to time and at least annually, the District staffing allocations for positions within the unit change due to increased or decreased enrollment or changes in student needs. In these situations the District shall identify the positions/hours to be changed and the following procedures shall be utilized:

Section 10.4.1.1. Special Education Changes.

In the event special education staffing does not require involuntary transfer of staff, then positions shall be posted and filled in accordance with this Agreement. In the event the

staffing does require involuntary transfer, then the District shall identify those persons who shall be involuntarily transferred. These persons' names shall be placed on a list in seniority order. The District shall also identify those special education positions which are available for placement. All open positions shall be made known to each employee on the involuntary transfer list. Each employee will then have the opportunity to make known to the District their placement preferences. The District shall place employees giving consideration to student/program need and seniority, provided that employees shall first have retreat rights into positions which they previously held. If no retreat rights exist, that employee shall be placed on the bottom of the involuntarily transfer list and placed only after all other employees with retreat rights are placed. (For the purpose of enhancing understanding of this section, an example of such movements is provided in Exhibit 2 of this Agreement.) Paraeducators assigned in writing to assist a specific student may be reassigned to move with the student to another building without the assignment being considered an involuntary transfer; however, the paraeducator's preferences shall be considered.

Section 10.4.1.2. Changes in Student Enrollment for Office, Playground, and Volunteer Coordinator Hours.

The process will begin with the District determination of allocation amounts consistent with the staffing formulas. The District retains the right to modify the formulas based on financial and/or operational needs. Each building principal shall be notified of the allocated hours. Each building shall then identify the number of hours/positions to be increased or decreased. In the event that it is necessary to reduce hours, then reductions shall be made on a seniority basis, provided that the District may reduce other than on a seniority basis if there is a substantiated program need. When reduction is done on a basis other than seniority, the principal shall submit the proposal to the Superintendent or designee who shall review the proposal before any final determination of changes is made. In reviewing a proposal to reduce based on program need, the District shall consider the input of the Office Coordinator or lead secretary at the worksite and shall give the Union an opportunity for input. The District shall offer open positions and/or available hours, within the same seniority category and pay range (within twenty (20) annual hours) to those employees whose hours are being reduced.

Section 10.4.1.3. Position Elimination from Building/Worksite.

In the event an employee's position is totally eliminated due to this process, then the employee shall be first offered the opportunity to be placed in an open position within the same seniority category and pay range (within twenty (20) annual hours) in the same building/worksite prior to initiating the bumping process. Then that employee shall bump within their Seniority Category and within equal or lower pay ranges, by bumping the least senior person in their Seniority Category, provided that the bump is within an equal or lower pay range (provided they meet the job requirements) and with the lowest number of total annual hours (within twenty (20) annual hours above or below). Employees cannot bump up a pay range (i.e. from I to II or III), nor can they bump into a position that is more than twenty (20) annual hours over their current classification assignment as reported on the Seniority List. This process shall continue until employees are placed. In the event the process results in termination of employment of an employee, then the termination shall occur in accordance with Section 9.1 of this

Agreement.

Section 10.4.2. Reductions Due to Levy Failure or Other Significant Financial Condition.

In the event of a levy failure or other significant financial condition where the District must reduce staff, the District will first identify the number of hours and/or positions necessary to be reduced. After review by the Board of Directors, this information shall be made available to unit employees either in writing or through review by the building/site administrator.

Section 10.4.2.1. Bumping Process.

Once the identified changes have been made, a bumping process shall commence. No bumping can occur from one Seniority Category into another unless the employee holds seniority within that Seniority Category. Likewise, bumping can only occur within an equal or lower pay range(s) (from VII to VI to V to IV to III to II to I). Bumping shall first occur within the building/worksite. In the event an employee's position is 1) totally eliminated, or 2) reduced by thirty (30) minutes or more per day, then that employee shall be given an opportunity to bump within their Seniority Category by bumping the least senior person within twenty (20) annual hours of that employee's pay range (equal or lower) within that employee's Seniority Category, provided that the employee meets the qualifications for the position pursuant to the most recent job description.

Example: Office Assistant, Elementary, Seniority Category B, Pay Range II, 1544 hours, will be allowed to bump the next least senior employee in Seniority Category B with 1564 (1544+20) or fewer hours so long as the position is also in Pay Range II or lower and the employee meets the qualifications for the position pursuant to the most recent job description.

Employees cannot bump up a Pay Range (i.e. from I to II or II to III), and they cannot bump up into a position of more than twenty (20) annual hours over their current assignment in that Seniority Category. If an employee bumps or is displaced into a lower pay range position, the employee's step placement within that pay range shall be determined by reason of experience and the employee shall be placed on the step where other employees with similar experience are placed. If an employee is bumping into a lower pay range, the employee shall remain on the RIF list if either 1) the position the employee is bumping into is twenty (20) annual hours fewer than their current position or 2) the total annual compensation for the position is \$100 or more lower than their current compensation.

Section 10.4.2.2. Displacement.

The bumping process shall continue until employees are placed or no placements are available. The District will place all persons who are displaced in a Reduction-In-Force (RIF) pool list. The District shall also develop a list of any positions in the unit which may be available at the time the RIF pool list is made. In the event an employee in the RIF pool can bump into one of the vacant positions, such bump shall occur using the seniority and bumping process identified in Section 10.4.2.1, including the provisions that placement can only occur in an equal or lower pay range within the Seniority Category in which the employee holds seniority and the employee cannot be placed in a position that would cause an increase of more than twenty (20) annual hours.

Section 10.4.2.3. Open Positions.

After the bumping and placement process is completed, if unit positions become available, then the employee(s) on the RIF pool list with the most seniority shall be offered the available position provided that the rehire process shall work just like the bumping process pursuant to Section 10.4.2.1 above that is the 1) annual hours, 2) compensation and 3) pay range shall be reviewed when making rehire eligibility determinations. If an employee is offered and accepts or rejects a position of either 1) fewer than twenty (20) total annual hours in their pay range within their Seniority Category, or 2) at a lower pay range where the annual compensation is less than \$100 of their position prior to the RIF, then the employee shall remain in the RIF pool and be eligible for additional positions. If the employee is offered and rejects a position that is within twenty (20) total annual hours in their pay range within their Seniority Category, or 2) is at a lower pay range but the compensation is within \$100 of their position prior to the RIF, then the employee shall no longer remain in the RIF pool and will no longer be eligible for rehire.

Section 10.4.2.4. Post RIF Process Postings.

If no employee on the RIF pool list in the same Seniority Category and equal or lower pay range as an open position meets the above criteria, then the position shall be posted within the District first to bargaining unit employees. The District in filling the position, shall give preferential consideration to qualified employees based on seniority, and shall also give consideration to employees whose hours have been cut to the extent that they become ineligible for benefits. The terms of Sections 10.4.2.1 of this Agreement shall apply to any employee passed over in favor of an employee with less seniority. If the District determines that there are no qualified in district applicants, then the District may openly post the position.

Section 10.5. Termination of Employment Due to a Reduction-in-Force.

In the event of termination due to reduction-in-force, the employee shall be given such notice in writing. Employees who are terminated shall retain their insurance eligibility while in the RIF pool to the extent authorized by federal C.O.B.R.A. law regulations.

Section 10.5.1. Rejection of Reemployment Offer.

In the event an employee on the RIF pool list rejects an offer of employment that is not an equivalent position to the position previously held by the employee, the employee shall not forfeit continuation of the employee's name on the RIF pool list. In the event an employee on the RIF pool list rejects an offer of employment that is an equivalent position to the position previously held by the employee, the employee shall forfeit their right to remain on the RIF pool list and all seniority shall be lost and the employee shall have no further rights to reemployment. An equivalent position for this purpose is defined as either 1) fewer than twenty (20) total annual hours in their pay range within their Seniority Category, or 2) a lower pay range where the annual compensation is \$100 lower than their position prior to the RIF.

Section 10.5.2. Duration of Pool List.

Employees shall remain on the pool list for a period of twenty-four (24) months following the effective termination date due to a reduction-in-force. (Example: If a RIF termination was effective June 12, 2000, then the affected employee would remain in the RIF pool with reemployment rights through June 11, 2002.) If the twenty-four month period expires and the

employee has not been rehired, then all seniority shall be lost and the employee shall have no further rights to reemployment.

Section 10.6. Voluntary Reduction.

During any reduction process, employees may apply to voluntarily reduce their daily hours and/or days of employment for that school/fiscal year. Such requests shall be placed in writing by the employee and subject to approval by administration. Employees who work 12-months and who are scheduled to be compensated 260 days (248 days work calendar) for the year shall not experience a reduction in the number of paid holidays and vacation days as a result of a voluntary reduction in days of employment; provided, however, should there be a reduction in daily hours of employment the employee's benefits shall be prorated in accordance with the Agreement. Should a reduction-in-force occur in the next school year, then the annual hours for seniority bumping purposes only for the employee who voluntarily reduced hours/days in the prior year, shall be considered to be those daily hours and/or days of employment the employee would have maintained had the employee not voluntarily reduced daily hours and/or days of employment as provided in this section.

ARTICLE XI

EMPLOYEE BENEFITS AND RETIREMENT

Section 11.1. Insurance Programs.

The District shall provide payments towards premiums of approved District group insurance programs in accordance with the provisions and options outlined herein.

Section 11.2. Eligibility.

An employee shall work a minimum of seventeen and one-half hours per week to be eligible to enroll in the approved medical insurance programs. Only employees who work a minimum of seventeen and one-half (17.5) hours per week are eligible to enroll in the mandatory (dental, vision, disability, and life) programs and enrollment shall be automatic for such eligible employees. Eligibility for enrollment in the optional plans shall be as defined by the program provider.

Section 11.3. Enrollment.

New employees desiring coverage for basic benefits and/or optional benefits as described below, must enroll in the insurance programs within thirty (30) calendar days of the date of hire into a position that qualifies them for benefits. Failure to meet this deadline will result in non-eligibility until the next general open enrollment period for the District. Regular employees shall have the option to change or enroll in basic benefits and/or optional benefits insurance programs during the open enrollment period specified by the District.

Section 11.4. Contributions.

The District shall contribute each month the amount identified in the state appropriations act for classified employee insurance per 1.0 FTE (e.g. \$843.97 per month for 2018-2019 FY). For purposes of this section, a "full time employee" shall be equivalent to one thousand four hundred forty (1,440) hours per year. Eligible employees working less than 1440 hours shall have their District contribution appropriately prorated.

Section 11.4.1. Retiree Subsidy Supplement.

The District shall pay up to \$55.00 per month per FTE of the required contribution to the State Health Care Authority for Retiree Insurance Benefits (hereinafter referred to as the “Retiree Subsidy”). Any amount of the Retiree Subsidy that exceeds \$55.00 shall be deducted from the District’s insurance contribution.

Section 11.5. Basic Benefits and Contributions.

All eligible employees as defined in Section 11.2 above, along with eligible dependents, will be required to participate in the District-approved dental, vision, group term life, and group long-term disability insurance programs. Each eligible employee will have the option of participating in a District-approved medical insurance program, along with eligible dependents. These programs will be known as the “basic benefits” programs. Payroll deductions will be made for any portion of an eligible employee’s premium which are not paid by the District.

Section 11.6. Insurance Pooling.

The District’s insurance contributions shall be subject to pooling to be implemented in accordance with past practice, state law and regulations. For the term of this agreement all unused District insurance contribution funds specified in Section 11.4, shall be pooled on the basis of 1440 hours per FTE, regardless of how pooling was calculated in previous years. The District shall make the pool calculation and apply the increased amounts utilizing the established proration method. The District shall inform the Union of changes in benefit amounts due to pool calculations. After adjustments, payroll deductions will be made for any portion of an eligible employee’s premiums that are still not paid by the District.

Section 11.6.1. Insurance Pooling Unit Option.

The District shall provide the Union with a copy of the pooling calculations on or about November 1 of each fiscal year. The Union may elect to withdraw from the District-wide insurance pool and to establish a separate PSE insurance pool to take effect with the following January 31 payroll, by delivering written notice of such election to the Superintendent on or before December 1 of the applicable fiscal year. In the event the Union exercises this option, then a separate PSE pool shall continue in force unless changed through future negotiations.

Section 11.7. Potential “Optional Benefits.”

“Optional benefits” means those District-approved insurance programs optionally available to employees outside the Basic Benefits programs, including short-term disability, additional individual life, and cancer insurance programs, which are not basic benefits as described in Section 11.5 above.

Section 11.8. Leaves.

While on a leave of absence, the employee shall have the option to remain an active participant in the District’s employee benefit programs by making contributions in the amount required but with no District contribution. Contributions must be made in a timely manner, as established by the District. Employees on Family and Medical Leave may be eligible for District contributions in accordance with state and federal law and District policy. Additional information on FMLA or on continuation of benefits at the employee’s expense under COBRA, may be obtained from the District Office.

Section 11.9. Tax Sheltered Programs.

The District shall make programs available to employees for the purchase of tax-sheltered annuities. The District does not endorse any particular vendor. Upon receipt of the employee’s properly executed Pay Reduction Agreement to participate in such a program, the District shall deduct the cost for purchasing them from such employee’s pay.

Section 11.10. Section 125 Plan.

The Section 125 Flex Plan shall continue during the term of this Agreement, subject to state and federal laws and District policy.

Section 11.11. Retirement.

Employees shall be eligible for participation in the Washington Public Employees Retirement System in accordance with established regulations. The District shall report all hours worked as mandated by the Washington State Public Employees Retirement System.

Section 11.12. Compliance.

The parties agree, pursuant to RCW 28A.400.275, to abide by state laws pertaining to school district employee benefits, including the anticipated replacement of provisions of this Article by a statewide school employee health care system by January 2020.

ARTICLE XII

PROFESSIONAL DEVELOPMENT

Section 12.1. Funding and Incentives.

The District and the Union shall each appoint three individuals to a professional development committee to provide funding and incentives for training and educational opportunities consistent with the District's strategic goals. The District shall contribute \$12,000 per fiscal year for the period of September 1, 2018 to August 31, 2021 to a professional development fund to be administered as determined by the professional development committee. The annual contribution shall not roll over unused funds. These funds are not to otherwise replace or supplant existing funding provided by the District.

Section 12.2.

Employees attending Professional development functions required by state law or District policy as a condition of continued employment will be paid by the District at the employee's regular rate of pay plus any fee, tuition or transportation costs; provided; however, when training is offered in-district, payment of transportation costs are precluded if the employee chooses to attend training outside district boundaries. All training courses must have prior District approval to qualify for payment or reimbursement of costs as determined by the District.

ARTICLE XIII

UNION MEMBERSHIP AND CHECK-OFF

Section 13.1.

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

Section 13.2.

Each employee subject to this Agreement who is not a member of the Union on the effective date of this Agreement, or who is hired at a time subsequent to the effective date of this Agreement, shall as a condition of employment, become a member in good standing of the Union within thirty (30) days of the hire date or within thirty (30) days of the effective date of this Agreement, whichever is appropriate. Such employee shall then maintain membership in good standing during the period of this Agreement.

Section 13.3.

The parties recognize that an employee should have the option of declining to participate as a member in the Union, yet contribute financially to the activities of the Union 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 Union may pay to the Union each month a service charge as a contribution towards the administration of this Agreement in an amount not to exceed the regular monthly dues. This service charge shall be collected by the Union in the same manner as monthly dues.

Section 13.4.

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

Section 13.5.

Nothing contained in this Agreement shall require Union membership of employees who object to such membership based on bona fide religious beliefs. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union cannot agree on such matter, it shall be resolved by the Washington Public Employment Relations Commission.

Section 13.6.

The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

Section 13.6.1. Classified Employee Report to the Union.

The District agrees to submit a report monthly along with its remittance of dues identifying each employee by name, position, gross wages and dues amount remitted. The District agrees, upon request, to provide to the Union the names of all classified bargaining unit employees who are employed on October 1 and March 1 and who are not having dues withheld.

Section 13.7. Local (Chapter) Dues.

The District shall deduct PSE local Chapter dues separately and remit such funds to the local Chapter Treasurer.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.1. Definitions.

Section 14.1.1.

A grievance is an alleged misinterpretation of, misapplication of, or violation of the terms and/or provision of this Agreement.

Section 14.1.2.

A grievant shall mean an individual, a group of individuals, and/or the Union.

Section 14.1.3.

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with their appropriate supervisor.

Section 14.2. Procedure for Processing Grievances.

Section 14.2.1. Immediate Supervisor - Step I.

The grievant and the Union representative or the Union may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within twenty (20) business days after the occurrence of the grievance.

Section 14.2.1.1. Transfer of Process.

In the event that the act alleged to be violated has arisen at a different level than the immediate supervisor, then the Union may request that the grievance be transferred to Step II, Superintendent or designee level to expedite the process.

Section 14.2.2.

The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, the provision(s) of the Agreement alleged to be violated, and the remedy (specified relief) requested.

Section 14.2.3.

The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), Union representative, and the Superintendent. The immediate supervisor's answer shall be given within ten (10) business days of receiving the grievance. The immediate supervisor's written answer shall include the reasons upon which the decision was based. A copy of the grievance, the supervisor's decision and supporting rationale shall be sent to the grievant(s), Union representative, and the Superintendent.

Section 14.2.4. Superintendent (or his/her designee) Step II.

If no satisfactory settlement is reached at Step I, the grievance may be appealed to Step II, Superintendent, within ten (10) business days of receipt of the decision rendered in Step I.

Section 14.2.4.1.

The Superintendent or his/her designated representative shall arrange for a grievance meeting with the grievant(s) and/or Union representative and such meeting shall be scheduled within ten (10) business days of the receipt of the Step II appeal.

Section 14.2.4.2.

The Superintendent or his/her designated representative shall provide a written decision incorporating the reasons upon which the decision was based, to the grievant(s) and/or Union representative and immediate supervisor within ten (10) business days from the conclusion of the meeting.

Section 14.2.5. Binding Arbitration Step III.

If no settlement has been reached in Step II above, and the Union believes the grievance to be valid, the Union may demand within twenty (20) business days, that the grievance be resolved by the services of the American Arbitration Association. The cost of such service shall be shared equally by the District and the Union and the decision of the arbitrator shall be final and binding on all parties. Each party shall bear all costs of producing their own witnesses and preparation of a record of transcript of the proceedings unless such record or transcript is desired by both parties or required by the arbitrator.

ARTICLE XV

SALARY AND EMPLOYEE COMPENSATION

Section 15.1. Wages.

The wage scale for all positions subject to this Agreement are contained in Schedule A of this Agreement, attached hereto and made a part hereof. For 2018-2019 and 2019-2020, the rates on Schedule A shall be as set forth in Schedule A to this Agreement. For 2020-2021, all rates on Schedule A, and the substitute wages on Exhibit 1, shall be increased by the Implicit Price Deflator (IPD), as calculated and applied by the state to the state-funded classified staff salary allocation. If the state increases classified employee salaries in any manner other than the IPD method set forth in RCW 28A.400.205, this agreement shall reopen for the parties to bargain the manner in which the increase will be applied to the schedule. In addition, the wages paid under this section may be reopened with regard to any position for which the 2019-2020 negotiated Year 5 wage is below the wage (inclusive of any vacation pay) provided by Central Kitsap School District for a comparable position. The amount of additional increase to be applied, if any, shall be subject to negotiation/availability of funds.

Section 15.1.1. Increment Movements.

Employees shall be eligible for increment movement effective September of each year respectively, consistent with the terms of Section 15.1.1.1 – 15.1.1.4 below.

Section 15.1.1.1. Schedule Grandparented Employees.

Those employees who were hired into the District prior to September 1, 1995 and subsequently obtain a job in a higher classification shall be considered “schedule grandparented employees” and shall be incrementally moved up one step, if eligible, (Current A to B and B to C, C to D, or D to E respectively) in contrast to those employees hired

into the District September 1, 1995 and later who shall remain on the regular increment schedule pursuant to 15.1.1.3 below.

Section 15.1.1.2. Reclassification Grandparented Employees.

Where implementation of the Reclassification Project resulted in positions being downgraded, the employees occupying those positions as of June 30, 1999 shall be “Reclassification Grandparented Employees.” Those employees shall, if eligible pursuant to either 15.1.1.1 above or 15.1.1.3 below, receive a regular increment movement. Additionally, they shall also receive the increase applied to PSE Wage Schedule A in accordance with Section 15.1 for both of those school years.

Section 15.1.1.3. Increment Movement.

Annual experience increments shall be scheduled as follows (with exceptions as noted in 15.1.1.1 above):

Step A Employees remain on Step A for a total of three years (A1, A2, A3) and then shall be eligible for incremental movement to Step B1.

Step B Employees remain on Step B for a total of two additional years (B1 and B2) and then shall be eligible for incremental movement to Step C1.

Step C Employees remain on Step C for a total of two additional years (C1 and C2) and then shall be eligible for incremental movement to Step D1.

Step D Employees remain on Step D for a total of two additional years (D1 and D2) and then shall be eligible for incremental movement to Step E.

Step E: Step E is the top of the schedule.

Section 15.1.1.4. Increment Requirement.

Employees must have worked at least eighty percent (80%) of the scheduled calendar in their current assignment from the previous year in order to be eligible for an increment movement of step placement for the ensuing year. Employees who have worked at least eighty percent (80%) of the previous year and who have been so promoted shall still receive any incremental increases which would have been due had the employee not changed classifications or positions, regardless of whether the time (80%) was worked in the new or the previous position or positions, subject to section 15.2.1.

Section 15.1.1.5. JAG Reclassifications. (see Memorandum of Agreement effective 9/2018)

Pay range increase recommendations of the Job Analysis Group (JAG) shall be implemented effective the start of the ensuing fiscal year i.e. September 1st, provided that the total reclassification amount does not exceed \$10,000. If the total exceeds \$10,000 the Union and the District shall negotiate implementation of the JAG recommendations. Employees that are reclassified as a result of a JAG upgrade into a higher pay range shall be placed at Step A.

Section 15.2. Wage Step Placement.

Section 15.2.1.

An employee who is promoted into a higher pay range position shall be placed at Step A or the next step on Schedule A that ensures the employee experiences no loss in pay.

Section 15.2.2. Longevity Recognition.

In recognition of the contribution of continuing service with the District, each employee that has completed eight (8) years' service as of August 31 shall then receive an additional \$.15 per hour above their hourly rate on the PSE Salary Schedule. Each employee that has completed ten (10) years' service as of August 31 shall then receive an additional \$.30 per hour above their hourly rate on the PSE Salary Schedule A. Each employee that has completed fifteen (15) years' service as of August 31 shall then receive an additional \$.40 per hour above their hourly rate on the PSE Salary Schedule A. Each employee that has completed twenty (20) years' of service as of August 31 shall then receive \$.60 per hour above their hourly rate on the PSE Salary Schedule A. Each employee that has completed twenty-five (25) years' service as of August 31 shall then receive an additional \$.65 per hour above their hourly rate on the PSE Salary Schedule A. Each employee that has completed thirty (30) years' service as of August 31 shall then receive an additional \$.75 per hour above their hourly rate on the PSE Salary Schedule A. Each employee that has completed thirty-five (35) years' service as of August 31 shall then receive an additional \$.85 per hour above their hourly rate on the PSE Salary Schedule A.

Section 15.2.3. Education Recognition.

Employees who provide official documentation of an associate degree or higher from an accredited program and/or completion of the Instructional Assistant Apprenticeship Program shall be eligible to receive an additional \$0.25 per hour in compensation in addition to the employee's wage as listed on Schedule A. Payment will begin on the first of the month in which official transcripts/documentation is received. If graduation is conferred after the first of the month in which official documentation is received, the conferred date will be used.

Section 15.3. Wage Schedule.

Section 15.3.1.

Employees shall be compensated for all authorized hours worked in accordance with Schedule A, attached, and appropriate overtime provisions in this Agreement.

Section 15.3.2.

Projected annual wages will be paid in twelve (12) monthly payments, with necessary adjustments made in the pay warrant as soon as practicable after a change in scheduled work hours has occurred.

Section 15.3.3.

Payroll warrants shall be issued to the employee on the last business day of each month. When mutually agreed, payroll warrants may be issued on a day other than the last business day of the month.

Section 15.3.4.

In the event of overpayment of wages, correction shall be prorated among the remaining payroll warrants of the school year. Corrections for underpayment shall be made as soon as possible and no later than the first working day of the month following the underpayment, provided the error is made known to the payroll office five (5) working days prior to payday. If it is not, then the correction will be made in the following month. Hardships resulting from either overpayment or underpayment will be resolved on an individual basis in consultation

with the payroll office. Errors in underpayment and overpayment of employee wages shall be corrected retroactively to the first day of the fiscal year in which District had actual knowledge of the error. Claims for backpay or recovery of overpayment shall be limited to this same period of time.

Section 15.3.5.

All compensation owed to an employee who is leaving the District shall upon request, be paid at the first pay period following his/her last working day.

Section 15.4. Travel Reimbursement.

Employees authorized by the Superintendent or his/her designee to use their private automobiles to travel on school business shall be compensated at the rate set for state employees by the State of Washington.

Section 15.5. Legislated Costs/Agree to Discuss-Negotiate.

Costs associated with legislated conditions of employment shall be borne by the employer or employee as specified by law. In those situations where the financial obligation for meeting such costs is not specified by law, the parties agree to discuss and/or negotiate the financial obligation in accordance with RCW 41.56.

Section 15.6. Work in a Higher Classification.

An employee required by the supervisor to work in a classification which carries a rate of pay higher than the employee's regular rate of pay and so works in excess of three (3) consecutive workdays, shall be compensated at the higher rate of pay classification commencing with the fourth (4th) day for each day worked in the continuous temporary duty assignment.

Section 15.7. Transfer of Longevity.

When an employee transfers into the District and has previous school district experience in the State of Washington, that employee's longevity, for the purpose of determining wage schedule placement and vacation entitlement, shall be transferred subject to Washington State law and verification by the District. Seniority, however, is not transferable. For example, if an employee works as an Elementary Office Manager in a Washington State Public School District for ten (10) years and transfers to the District as an Elementary Office Coordinator, said employee shall be given the same wage schedule placement, vacation entitlement, and longevity credit as if they had worked in the District for the same ten (10) year period.

Section 15.8. Payroll Distribution.

The monthly pay warrant for all employees will be distributed through the established direct deposit process, unless a bank account is not available to process the direct deposit payment. In that case, the pay warrant will be mailed to the employee's home or post office box.

Section 15.9. Behavioral Student Pay

Paraeducators who are regularly assigned to serve students with significant behavior issues in a Lifeskills, KIT, or Triple A classroom, and who are trained and authorized to physically restrain students during the course of their regular duties, shall receive the following additional hourly compensation added to their regular hourly rate. This additional compensation will begin on the date in which the Paraeducator completes proper training. The additional rate of pay shall be included in the postings for the position to which it is applicable:

Elementary: \$0.50
Secondary: \$0.75

ARTICLE XVI

DURATION OF AGREEMENT

Section 16.1. Term.

The term of this Agreement shall be September 1, 2018 to August 31, 2021.

Section 16.2. Applicability/Effective Date.

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

Section 16.3. Renegotiations/Openers.

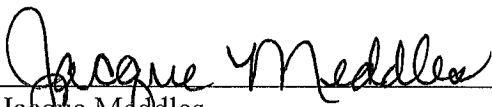
This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. At the option of the Union, the District agrees to negotiate the effects of SB6388, including agency determinations made pursuant thereto, on or about February 1, 2019.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES

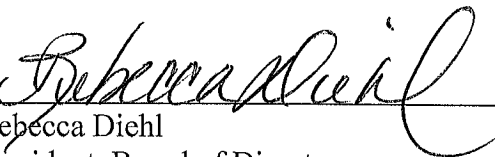
OF WASHINGTON/SEIU LOCAL 1948

SOUTH KITSAP PSE

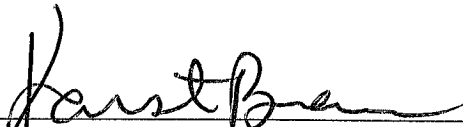
BY: 
Jacquie Meddles
Chapter President

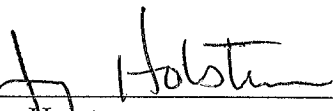
DATE: 6-6-2018

SOUTH KITSAP SCHOOL DISTRICT #402

BY: 
Rebecca Diehl
President, Board of Directors

DATE: 6-6-2018

BY: 
Karst Brandsma
Superintendent

BY: 
Jerry Holsten
Executive Director of Human Resources

APPENDICES

Schedule

Content

A	Wage Schedule
B	Seniority Classifications
C	Increment Movement Schedule

Exhibit

1	Substitute Wages
2	Special Education Staffing Changes - Examples
3	Reclassification Appeal Procedures/Form 524

Memorandum of Understanding

HB 2741

JAG Suspension

Inclusion of HR Fiscal Coordinator and School and Staff Support

Grandparented Employee Positions

South Kitsap School District - Schedule A
PSE Wage Schedule for 2018-2019
Student Supervision/Instruction Positions

Effective September 1, 2018:

Range	Step A (Years 1,2,&3)	Step B (Years 4&5)	Step C (Years 6&7)	Step D (Years 8&9)	Step E (10+ Years)
I	\$ 15.68	\$ 16.32	\$ 16.75	\$ 17.04	\$ 17.32
II	\$ 16.93	\$ 17.53	\$ 18.19	\$ 18.47	\$ 18.79
III	\$ 18.51	\$ 19.05	\$ 19.88	\$ 20.22	\$ 20.56
IV	\$ 19.98	\$ 20.54	\$ 21.29	\$ 21.66	\$ 22.02

Range	Position
I	Clerk- Food and Nutrition Services
II	Lunchroom/Playground Supervisor - Elementary Paraeducator- Alternative Programs Paraeducator- Extended Learning Paraeducator- General Classroom Support Paraeducator- Senior High Library Paraeducator- Technology
III	Paraeducator- CTE Agricultural Program Paraeducator- CTE Photography/Marketing Paraeducator- CTE Video Technology Paraeducator- English Language Learner Paraeducator- Indian Education Liaison Paraeducator- Quest Program
IV	Paraeducator- Family and Consumer Science Paraeducator- Special Programs Paraeducator- Special Education

South Kitsap School District - Schedule A
PSE Wage Schedule for 2018-2019
Market Driven Positions

Effective September 1, 2018:

Range	Step A (Years 1,2,&3)	Step B (Years 4&5)	Step C (Years 6&7)	Step D (Years 8&9)	Step E (10+ Years)
Certified Occupational Therapy Assistant	\$ 23.34	\$ 23.95	\$ 24.79	\$ 25.22	\$ 25.65
Interpreter	\$ 24.95	\$ 25.56	\$ 26.43	\$ 26.87	\$ 27.33
Licensed Physical Therapist Assistant	\$ 23.34	\$ 23.95	\$ 24.79	\$ 25.22	\$ 25.65
Licensed Practical Nurse	\$ 24.95	\$ 25.56	\$ 26.43	\$ 26.87	\$ 27.33
Licensed Speech & Language Pathologist Assistant	\$ 22.69	\$ 23.28	\$ 24.14	\$ 24.53	\$ 24.95
Transcriber	\$ 22.69	\$ 23.28	\$ 24.14	\$ 24.53	\$ 24.95

South Kitsap School District - Schedule A
PSE Wage Schedule for 2018-2019
Specialist Positions

Effective September 1, 2018:

Range	Step A (Years 1,2,&3)	Step B (Years 4&5)	Step C (Years 6&7)	Step D (Years 8&9)	Step E (10+ Years)
Assistant Pool Manager	\$ 22.11	\$ 23.45	\$ 24.81	\$ 26.15	\$ 26.60
Data Integration Specialist	\$ 34.74	\$ 36.03	\$ 37.29	\$ 38.55	\$ 39.21
Information Systems Specialist	\$ 31.14	\$ 32.37	\$ 33.59	\$ 34.83	\$ 35.43
Lead Security Officer	\$ 25.76	\$ 26.18	\$ 26.60	\$ 26.97	\$ 27.40
*Network Support Specialist	\$ 31.14	\$ 32.37	\$ 33.59	\$ 34.83	\$ 35.43
Security Officer	\$ 23.42	\$ 23.80	\$ 24.18	\$ 24.52	\$ 24.94
Student Data Coordinator	\$ 36.49	\$ 38.28	\$ 40.16	\$ 42.02	\$ 42.74

*The Network Support Specialists who can provide documentation of an active Cisco CCNA and/or Microsoft MCSA

Windows Server (most current version) shall receive an additional \$2.00 per hour in compensation in addition to the employee's hourly wage rate. This certification must remain active to receive such additional compensation.

South Kitsap School District - Schedule A
PSE Wage Schedule for 2018-2019
Office Professionals

Effective September 1, 2018:

Range	Step A (Years 1,2,&3)	Step B (Years 4&5)	Step C (Years 6&7)	Step D (Years 8&9)	Step E (10+ Years)
II	\$ 17.51	\$ 18.12	\$ 18.81	\$ 19.10	\$ 19.43
III	\$ 19.14	\$ 19.71	\$ 20.56	\$ 20.91	\$ 21.26
IV	\$ 20.66	\$ 21.24	\$ 22.02	\$ 22.40	\$ 22.77
V	\$ 22.09	\$ 22.68	\$ 23.41	\$ 23.81	\$ 24.21
VI	\$ 23.47	\$ 24.07	\$ 24.97	\$ 25.37	\$ 25.81
VII	\$ 24.82	\$ 25.46	\$ 26.34	\$ 26.80	\$ 27.26

Range	Position
II	Office Assistant- Elementary Office Assistant- Secondary Office Assistant- Special Programs Program Assistant- Extended Learning Volunteer Coordinator
III	Bookroom Coordinator- Senior High Computer Lab Coordinator- Senior High Office Assistant- Elementary (Health Room) Office Assistant- Guidance Senior High Office Assistant- Quest Program Office Assistant- Secondary Portfolio Office Assistant- Secondary (Health Room) Office Assistant- Special Education Records/Billing Office Assistant- Special Education Records/Compliance Office Coordinator's Assistant- Explorer
IV	Attendance Specialist- Senior High Office Assistant- Educational/Instructional Services Office Assistant- Facilities and Operations Office Assistant- Purchasing

	<p>Office Coordinator's Assistant- Discovery Office Coordinator's Assistant- Elementary Office Coordinator's Assistant- Special Education/Early Childhood Receptionist- District Office Receptionist/Main Office Assistant- Senior High Staff Assistant- Senior High</p>
V	<p>Administrative Assistant- Athletics Administrative Assistant- Career and Technical Education Administrative Assistant- Food and Nutrition Services Administrative/Support Specialist- Technology Attendance Specialist/Staff Assistant- Middle School Bookkeeper- Career and Technical Education Career Center Coordinator HR Employment and Technical Services Specialist HR Employment Services Specialist HR Substitute Services Specialist Office Coordinator's Assistant- Special Education Receptionist/Staff Assistant- Superintendent's Office Records and Inventory Specialist- Transportation Registrar/Student Records- Discovery Registrar/Student Records- Middle School Registrar/Student Records- Senior High Staff Assistant- Teaching and Learning Student Records and Scheduling Specialist- Senior High</p>
VI	<p>Accounting Technician Administrative Assistant- Teaching and Learning Bookkeeper- Middle School Bookkeeper- Senior High ASB Grant Specialist- Teaching and Learning HR Certificated and Classified Support Specialist Purchasing Technician Staff Administrative Assistant- Senior High</p>
VII	<p>Facilities Operations Coordinator Office Coordinator- Discovery Office Coordinator- Elementary Office Coordinator-Explorer Office Coordinator- Middle School</p>

Office Coordinator- Senior High Office Coordinator- Special Education Office Coordinator- Transportation Payroll and Benefits Specialist
--

South Kitsap School District - Schedule A
PSE Wage Schedule for 2019-2020
Student Supervision/Instruction Positions

Effective September 1, 2019:

Range	Step A (Years 1,2,&3)	Step B (Years 4&5)	Step C (Years 6&7)	Step D (Years 8&9)	Step E (10+ Years)
I	\$ 16.58	\$ 17.26	\$ 17.71	\$ 18.02	\$ 18.32
II	\$ 17.90	\$ 18.54	\$ 19.24	\$ 19.53	\$ 19.87
III	\$ 19.57	\$ 20.15	\$ 21.02	\$ 21.38	\$ 21.74
IV	\$ 21.13	\$ 21.72	\$ 22.51	\$ 22.91	\$ 23.29

Range	Position
I	Clerk- Food and Nutrition Services
II	Lunchroom/Playground Supervisor - Elementary Paraeducator- Alternative Programs Paraeducator- Extended Learning Paraeducator- General Classroom Support Paraeducator- Senior High Library Paraeducator- Technology
III	Paraeducator- CTE Agricultural Program Paraeducator- CTE Photography/Marketing Paraeducator- CTE Video Technology Paraeducator- English Language Learner Paraeducator- Indian Education Liaison Paraeducator- Quest Program
IV	Paraeducator- Family and Consumer Science Programs Paraeducator- Special Education

South Kitsap School District - Schedule A
PSE Wage Schedule for 2019-2020
Market Driven Positions

Effective September 1, 2019:

Range	Step A (Years 1,2,&3)	Step B (Years 4&5)	Step C (Years 6&7)	Step D (Years 8&9)	Step E (10+ Years)
Certified Occupational Therapy Assistant	\$ 24.68	\$ 25.33	\$ 26.22	\$ 26.67	\$ 27.12
Interpreter	\$ 26.38	\$ 27.03	\$ 27.95	\$ 28.42	\$ 28.90
Licensed Physical Therapist Assistant	\$ 24.68	\$ 25.33	\$ 26.22	\$ 26.67	\$ 27.12
Licensed Practical Nurse	\$ 26.38	\$ 27.03	\$ 27.95	\$ 28.42	\$ 28.90
Licensed Speech and Language Pathologist Assistant	\$ 23.99	\$ 24.62	\$ 25.53	\$ 25.94	\$ 26.38
Transcriber	\$ 23.99	\$ 24.62	\$ 25.53	\$ 25.94	\$ 26.38

South Kitsap School District - Schedule A
PSE Wage Schedule for 2019-2020
Specialist Positions

Effective September 1, 2019:

Range	Step A (Years 1,2,&3)	Step B (Years 4&5)	Step C (Years 6&7)	Step D (Years 8&9)	Step E (10+ Years)
Assistant Pool Manager	\$ 23.38	\$ 24.80	\$ 26.24	\$ 27.65	\$ 28.13
Data Integration Specialist	\$ 37.61	\$ 39.00	\$ 40.37	\$ 41.73	\$ 42.44
Information Systems Specialist	\$ 32.93	\$ 34.23	\$ 35.52	\$ 36.83	\$ 37.47
Lead Security Officer	\$ 27.24	\$ 27.69	\$ 28.13	\$ 28.52	\$ 28.98
*Network Support Specialist	\$ 32.93	\$ 34.23	\$ 35.52	\$ 36.83	\$ 37.47
Security Officer	\$ 24.77	\$ 25.17	\$ 25.57	\$ 25.93	\$ 26.37
Student Data Coordinator	\$ 38.59	\$ 40.48	\$ 42.47	\$ 44.44	\$ 45.19

*The Network Support Specialists who can provide documentation of an active Cisco CCNA and/or Microsoft MCSA

Windows Server (most current version) shall receive an additional \$2.00 per hour in compensation in addition to the employee's hourly wage rate. This certification must remain active to receive such additional compensation.

South Kitsap School District - Schedule A
PSE Wage Schedule for 2019-2020
Office Professionals

Effective September 1, 2019:

Range	Step A (Years 1,2,&3)	Step B (Years 4&5)	Step C (Years 6&7)	Step D (Years 8&9)	Step E (10+ Years)
II	\$ 18.95	\$ 19.61	\$ 20.36	\$ 20.68	\$ 21.03
III	\$ 20.72	\$ 21.34	\$ 22.26	\$ 22.64	\$ 23.01
IV	\$ 22.36	\$ 22.99	\$ 23.84	\$ 24.25	\$ 24.65
V	\$ 23.91	\$ 24.55	\$ 25.34	\$ 25.77	\$ 26.21
VI	\$ 25.41	\$ 26.06	\$ 27.03	\$ 27.46	\$ 27.94
VII	\$ 26.87	\$ 27.56	\$ 28.51	\$ 29.01	\$ 29.51

Range	Position
II	Office Assistant- Elementary Office Assistant- Secondary Office Assistant- Special Programs Program Assistant- Extended Learning Volunteer Coordinator
III	Bookroom Coordinator- Senior High Computer Lab Coordinator- Senior High Office Assistant- Elementary (Health Room) Office Assistant- Guidance Senior High Office Assistant- Quest Program Office Assistant- Secondary Portfolio Office Assistant- Secondary (Health Room) Office Assistant- Special Education Records/Billing Office Assistant- Special Education Records/Compliance Office Coordinator's Assistant- Explorer
IV	Attendance Specialist- Senior High Office Assistant- Educational/Instructional Services Office Assistant- Facilities and Operations Office Assistant- Purchasing Office Coordinator's Assistant- Discovery Office Coordinator's Assistant- Elementary Office Coordinator's Assistant- Special Education/Early Childhood Receptionist- District Office

	<p>Receptionist/Main Office Assistant- Senior High</p> <p>Staff Assistant- Senior High</p>
V	<p>Administrative Assistant- Athletics</p> <p>Administrative Assistant- Career and Technical Education</p> <p>Administrative Assistant- Food and Nutrition Services</p> <p>Administrative/Support Specialist- Technology</p> <p>Attendance Specialist/Staff Assistant- Middle School</p> <p>Bookkeeper- Career and Technical Education</p> <p>Career Center Coordinator</p> <p>HR Employment and Technical Services Specialist</p> <p>HR Employment Services Specialist</p> <p>HR Substitute Services Specialist</p> <p>Office Coordinator's Assistant- Special Education</p> <p>Receptionist/Staff Assistant- Superintendent's Office</p> <p>Records and Inventory Specialist- Transportation</p> <p>Registrar/Student Records- Discovery</p> <p>Registrar/Student Records- Middle School</p> <p>Registrar/Student Records- Senior High</p> <p>Staff Assistant- Teaching and Learning</p> <p>Student Records and Scheduling Specialist- Senior High</p>
VI	<p>Accounting Technician</p> <p>Administrative Assistant- Teaching and Learning</p> <p>Bookkeeper- Middle School</p> <p>Bookkeeper- Senior High</p> <p>ASB</p> <p>Grant Specialist- Teaching and Learning</p> <p>HR Certificated and Classified Support Specialist</p> <p>Purchasing Technician</p> <p>Staff Administrative Assistant- Senior High</p>
VII	<p>Facilities Operations Coordinator</p> <p>Office Coordinator- Discovery</p> <p>Office Coordinator- Elementary</p> <p>Office Coordinator-Explorer</p> <p>Office Coordinator- Middle School</p> <p>Office Coordinator- Senior High</p> <p>Office Coordinator- Special Education</p> <p>Office Coordinator- Transportation</p> <p>Payroll and Benefits Specialist</p>

SOUTH KITSAP SCHOOL DISTRICT
Schedule B
PSE SENIORITY CLASSIFICATIONS

As of September 1, 2017, the PSE Seniority Classifications are as follows:

SENIORITY CATEGORY A	
Accounting Technician	Office Coordinator – Junior High School
Administrative Assistant – Athletics	Office Coordinator – Senior High
Administrative Assistant – Career and Technical Education	Office Coordinator – Special Education
Administrative Assistant – Food and Nutritional Services	Office Coordinator – Transportation
Administrative Assistant – Teaching and Learning	Office Coordinator’s Assistant – Discovery
Administrative/Support Specialist - Technology	Office Coordinator’s Assistant – Elementary
Attendance Specialist – Senior High	Office Coordinator’s Assistant – Special Education
Attendance Specialist/Staff Assistant – Junior High	Office Coordinator’s Assistant – Sped/Early Childhood Ed
Bookkeeper – Career & Technical Education	Payroll and Benefits Specialist
Bookkeeper – Junior High	Purchasing Technician
Bookkeeper – Senior High ASB	Receptionist – District Office
Career Center Coordinator-Career and Technical Education	Receptionist – Senior High
Certificated and Classified Support Specialist-HR	Receptionist/Staff Assistant – Superintendent’s Office
Employment & Technical Services Specialist-HR	Registrar/ Student Records - Discovery
Employment Services Specialist-Human Resources	Registrar/ Student Records - Junior High
Facilities Operations Coordinator	Registrar/ Student Records - Senior High
Grant Specialist – Teaching and Learning	Staff Administrative Assistant – Senior High
Records and Inventory Specialist - Transportation	Staff Assistant – Guidance Senior High
Office Coordinator – Discovery	Staff Assistant – Senior High
Office Coordinator – Elementary	Staff Assistant – Teaching and Learning
Office Coordinator – Explorer	Student Records/ Scheduling Specialist – Senior High
	Substitute Services Specialist-Human Resources

SENIORITY CATEGORY B	
Bookroom Coordinator– Senior High	Office Assistant – Secondary Portfolio
Office Assistant – Educational/Instructional Services	Office Assistant – Special Education: Records/Billing
Office Assistant – Elementary	Office Assistant – Special Education: Records/Compliance
Office Assistant – Facilities and Operations	Office Coordinator’s Assistant – Explorer
Office Assistant – Guidance Senior High	Program Assistant – Extended Learning
Office Assistant - Purchasing	Volunteer Coordinator
Office Assistant - Quest Program	
Office Assistant – Secondary	

SENIORITY CATEGORY C	
Computer Lab Coordinator – Senior High	Paraeducator – General Classroom Support
Paraeducator – Alternative Programs	Paraeducator - Indian Education Liaison
Paraeducator – CTE Agriculture Program	Paraeducator – Quest Program
Paraeducator – CTE Photography/Marketing	Paraeducator – Senior High Library
Paraeducator – CTE Video Technology	Paraeducator – Special Education

Paraeducator – English Language Learner	Paraeducator – Special Programs
Paraeducator - Extended Learning	Paraeducator – Technology
Paraeducator – Family and Consumer Sciences	

SENIORITY CATEGORY D
Lunchroom/Playground Supervisor– Elementary

SENIORITY CATEGORY E-1
Interpreter

SENIORITY CATEGORY E-2
Licensed Practical Nurse

SENIORITY CATEGORY E-3
Licensed Physical Therapist Assistant

SENIORITY CATEGORY E-4
Licensed Speech and Language Therapy Assistant

SENIORITY CATEGORY E-5
Transcriber

SENIORITY CATEGORY E-6
Certified Occupational Therapy Assistant

SENIORITY CATEGORY F
Clerk – Food and Nutrition Services

SENIORITY CATEGORY G
Data Integration Specialist

SENIORITY CATEGORY H
Assistant Pool Manager

SENIORITY CATEGORY I
Security Officer

SENIORITY CATEGORY J
Information Systems Specialist
Network Support Specialist

SENIORITY CATEGORY K
Student Data Coordinator

**SCHEDULE C
SOUTH KITSAP SCHOOL DISTRICT – PSE INCREMENT MOVEMENT SCHEDULE**

**Grandparented Employees
(Hired before September 1, 1995)**

Step D Year 4 and 5 and Step D moves to➔	Step E at Year 6+
--	-------------------

All Employees Hired on or after September 1, 1995

Step A

Year 1 (A1)

Year 2 (A2)

Year 3 (A3)➔

Step B

Year 4 (B1)

Year 5 (B2)➔

Step C

Year 6 (C1)

Year 7 (C2)➔

Step D

Year 8 (D1)

Year 9 (D2)➔

Step E

Year 10+

EXHIBIT 1
SOUTH KITSAP SCHOOL DISTRICT
PSE SUBSTITUTE SALARY SCHEDULE
January 1, 2017 to August 31, 2021

Substitute and Temporary Employees	Hourly Rate
Substitute Paraeducator	\$13.00
Substitute Paraeducator – Hazard Pay Eligible Position	\$13.75
Substitute Interpreter	\$14.59
Substitute Licensed Practical Nurse	\$14.59
Substitute Office Assistant/Health Room	\$12.50
Substitute Occupational/Physical Therapy Assistant	\$14.59
Substitute Lunchroom/Playground Supervisor	\$13.00
Substitute Secretary/Office Coord/Office Coord's Assistant	\$12.50
Substitute Speech and Language Assistant	\$14.59

EXHIBIT 2

SOUTH KITSAP SCHOOL DISTRICT PSE SPECIAL EDUCATION STAFFING CHANGES - EXAMPLES

Example 1

Three displaced employees in seniority order:

- | | | | |
|-----------------|-------|------|---|
| 1. Paraeducator | 6 hrs | MR | Retreat rights to Ed Asst only |
| 2. Paraeducator | 6 hrs | OL | Retreat rights to Ed Asst only |
| 3. Interpreter | 6 hrs | SKHS | Retreat rights to Interpreter
Paraeducator |

Four openings:

- | | | | |
|-----------------|-------|------|--|
| 1. Paraeducator | 6 hrs | MAN | |
| 2. Paraeducator | 6 hrs | SKHS | Sensory Impaired - requires
signing |
| 3. Paraeducator | 5 hrs | MW | |
| 4. Paraeducator | 4 hrs | OH | |

Placements:

Employee #1, most senior and qualified, requests position #1, 6 hrs MAN. Placed in position #1.

Employee #2, next senior, not qualified for position #2, requests position #4 because he/she would rather have 4 hrs at an elementary than 5 hrs at a junior high. Placed in position #4.

Employee #3, least senior, requests position #2, for which he/she is qualified because he/she has signing skills required for the sensory impaired position. Placed in Position #2.

Example 2

Three displaced employees in seniority order

- | | | | |
|-----------------|-------|------|-------------------------------------|
| 1. Interpreter | 6 hrs | SKHS | Retreat rights to Interpreter only |
| 2. Paraeducator | 6 hrs | OL | Retreat rights to Paraeducator only |
| 3. Paraeducator | 6 hrs | MR | Retreat rights to Paraeducator only |

Four openings:

- | | | | |
|-----------------|-------|------|--|
| 1. Paraeducator | 6 hrs | MAN | |
| 2. Paraeducator | 6 hrs | SKHS | |
| 3. Paraeducator | 5 hrs | MW | |
| 4. Paraeducator | 4 hrs | OH | |

Placements:

Employee #1, most senior but has no retreat rights to paraeducator position. Therefore, this person is moved to Employee #3 on the list because there are no positions open in categories for which he/she has retreat rights.

Employee #2, next senior and qualified, requests position #1. Placed in Position #1.

Employee #3, least senior and qualified, requests position #2. Placed in Position #2.

Employee #1, most senior, now is considered for open positions since other placements have been made.

Employee #1 requests position #3. Placed in position #3.

EXHIBIT 3

SOUTH KITSAP SCHOOL DISTRICT PSE RECLASSIFICATION APPEAL PROCEDURES

An employee interested in submitting a request to the JOB ANALYSIS GROUP (JAG) for review of their job data and/or ratings, shall fully complete Form 524 (attached hereto) and submit it to the Personnel Office. In order to appeal, an employee must first complete training on the JAG review process for the current year.

Job appeals, using Form 524, must be submitted no later than March 1 annually. JAG shall make their recommendation no later than June 1 annually. The recommendation(s) shall be simultaneously submitted to the PSE President and the Superintendent.

The matter of the recommendation shall be subject to the annual negotiations process.

In the event a business necessity exists to review a position in a timeframe other than stated above, these timelines can be waived by written mutual agreement of both parties.

**SOUTH KITSAP SCHOOL DISTRICT
JOB DATA/RATING APPEAL**

INSTRUCTIONS

An employee who wishes to submit an appeal for the purpose of creating a review of their job analysis data and/or evaluation/rating, is required to complete the following steps in accordance with the following timelines:

Timelines

All appeals must be received by March 1 annually to be considered in the appeal review for changes to become effective with the next school year.

The **Job Analysis Committee (JAG)** will review appeals submitted between March 1 and May 30 annually. As part of this process, you may be required to provide additional data, participate in a focus group, or participate in a one-on-one interview. The committee may utilize a variety of processes to ensure that the data regarding the job is

JAG will submit its report and recommendations to the Superintendent and PSE President by June 1 annually. At the time this report is submitted, the Committee shall also provide a written response to the appellant. The final determination for action shall be made as part of the annual formal negotiation process.

Documentation and Training Required

Employees submitting an appeal must submit this Job Data/Rating Appeal Form after attending training on the JAG review process. The form must be fully complete and include rationale and data to support the request. Prior to submittal, the employee must review the appeal request with their supervisor. The form must be signed by the employee and by the supervisor. The supervisor shall provide input regarding the appeal request.

Information for Appeal

Employee Name: _____

Position to be reviewed: _____

Work Location _____ Supervisor _____

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____

Supervisor Comments: _____

MEMORANDUM OF UNDERSTANDING
between
SOUTH KITSAP SCHOOL DISTRICT NO. 402
and
PUBLIC SCHOOL EMPLOYEES OF SOUTH KITSAP

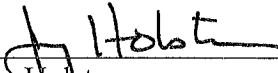
THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN SOUTH KITSAP SCHOOL DISTRICT NO. 402 AND THE PUBLIC SCHOOL EMPLOYEES OF SOUTH KITSAP.

The District and Union agreed to discuss the application of HB 2741 as a part of the labor-management process and if determined appropriate, amend Section 13.6 accordingly.

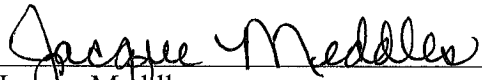
PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU
LOCAL 1948

SOUTH KITSAP SCHOOL DISTRICT
NO. 402

PUBLIC SCHOOL EMPLOYEES
OF SOUTH KITSAP



Jerry Holsten
Executive Director – Human Resources



Jacquie Meddles
PSE Chapter President

6/4/18

Date

6/4/18

Date

MEMORANDUM OF UNDERSTANDING
between
SOUTH KITSAP SCHOOL DISTRICT NO. 402
and
PUBLIC SCHOOL EMPLOYEES OF SOUTH KITSAP

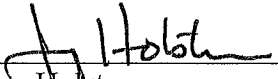
THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN SOUTH KITSAP SCHOOL DISTRICT NO. 402 AND THE PUBLIC SCHOOL EMPLOYEES OF SOUTH KITSAP.

The District and Union agree to suspend the Job Analysis Group and the re-classification process for the duration of this Collective Bargaining Agreement. The District and Union further agree to discuss any changes to job descriptions that significantly change their duties through the labor management process.

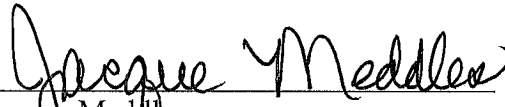
PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU
LOCAL 1948

SOUTH KITSAP SCHOOL DISTRICT
NO. 402

PUBLIC SCHOOL EMPLOYEES
OF SOUTH KITSAP



Jerry Holsten
Executive Director – Human Resources



Jacque Meddles
PSE Chapter President

6/4/18

Date

6/4/18

Date

MEMORANDUM OF UNDERSTANDING
between
SOUTH KITSAP SCHOOL DISTRICT NO. 402
and
PUBLIC SCHOOL EMPLOYEES OF SOUTH KITSAP

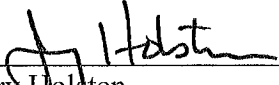
THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN SOUTH KITSAP SCHOOL DISTRICT NO. 402 AND THE PUBLIC SCHOOL EMPLOYEES OF SOUTH KITSAP.

The District and Union agree to resolve the bargaining unit status of the following two positions as follows:

1. That the HR/Fiscal Data Coordinator be posted as a bargaining unit position when the current employee vacates the position and that the School and Staff Support Specialist be posted as a bargaining unit position when the current employee vacates the position.
2. Job descriptions for the HR/Fiscal Data Coordinator and School and Staff Support Specialist are attached hereto.

This Letter of Agreement shall be effective September 1, 2018, and shall remain in effect until the above-mentioned positions become adopted into the Public School Employees of South Kitsap bargaining unit, and shall be attached to the current Collective Bargaining Agreement.

SOUTH KITSAP SCHOOL DISTRICT
NO. 402



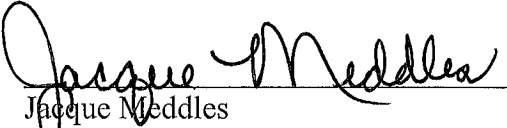
Jerry Holsten
Director – HR

6/4/18

Date

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF SOUTH KITSAP



Jacquie Meddles
PSE Chapter President

6/4/18

Date

MEMORANDUM OF UNDERSTANDING
between
SOUTH KITSAP SCHOOL DISTRICT NO. 402
and
PUBLIC SCHOOL EMPLOYEES OF SOUTH KITSAP

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN SOUTH KITSAP SCHOOL DISTRICT NO. 402 AND THE PUBLIC SCHOOL EMPLOYEES OF SOUTH KITSAP.

The District and Union agree to continue to grandparent and carry over the grandparented language for the PSE positions that were recognized and included in the bargaining unit during the last Collective Bargaining Agreement.

The District voluntarily recognizes PSE as the bargaining representative for the following employees:

1. Data Integration Specialist;
2. Information Systems Specialist;
3. Network Support Specialist;
4. Assistant Swim Pool Manager;
5. Security Officer;

Employees hired prior to November 18, 2015, for the above job titles (hereafter "grandparented employees"), shall transition onto Schedule A as follows:

1. Two employees have been identified as being on Step D for the 2018-2019 fiscal year and shall continue to be paid at that step and shall move to Step E effective September 1, 2019, as they will have served the requisite two (2) years on Step D and
2. All other grandparented employees shall be paid on Step E effective September 1, 2018, as they have already served the requisite two (2) years on Step D. The Network Support Specialist shall be eligible for the additional compensation for certifications set forth on Schedule A.

All of the above grandparented employees who provide documentation of a bachelor's degree or higher from an accredited program shall receive an additional \$0.35 per hour in compensation in addition to the employee's hourly wage rate.

The above grandparented employees shall receive a hire date based on the first day of continuous regular employment as a district employee and shall be non-probationary employees.

In recognition of the contribution of continuing service with the District, the above grandparented employees shall receive longevity pay as follows:

Each employee that has completed ten (10) years' service as of August 31 shall then receive an additional \$.35 per hour above their hourly wage rate. Each employee that has completed fifteen (15) years' service as of August 31 shall then receive an additional \$.50 per hour above their hourly wage rate. Each employee that has completed twenty (20) years' service as of August 31 shall then receive an additional \$.65 per hour above their hourly wage rate. Each employee that has completed twenty-five (25) years' of service as of August 31 shall then receive \$.80 per hour above their hourly wage rate.

The above grandparented employees shall receive vacation benefits as follows:

Year Number	Days Accrued That Year	Monthly Accrual Rate
1	10	0.8333
2	11	0.9167
3	12	1.0000
4	13	1.0833
5	14	1.1667
6	15	1.2500
7	16	1.3333
8	17	1.4167
9	18	1.5000
10	19	1.5833
11	20	1.6667
15*	22	1.8333
20*	23	1.9167

**Employees employed prior to July 1, 2001 will be grandparented with the accrual rate of the previous vacation schedule (to 25 vacation days at 15 and above years of service), but will otherwise accrue using the above schedule. All new employees as of July 1, 2001 will accrue vacation according to the above schedule.*

Employees hired after November 18, 2015, for the above job titles, shall be paid on Schedule A.

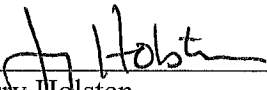
PSE and the District agree to utilize the Labor-Management Committee, to jointly work toward updating job descriptions for the positions subject to this agreement.

This Memorandum of Understanding shall become effective September 1, 2018, shall remain in effect until August 31, 2021, and shall be attached to the current Collective Bargaining Agreement.

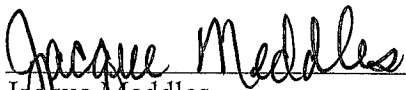
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