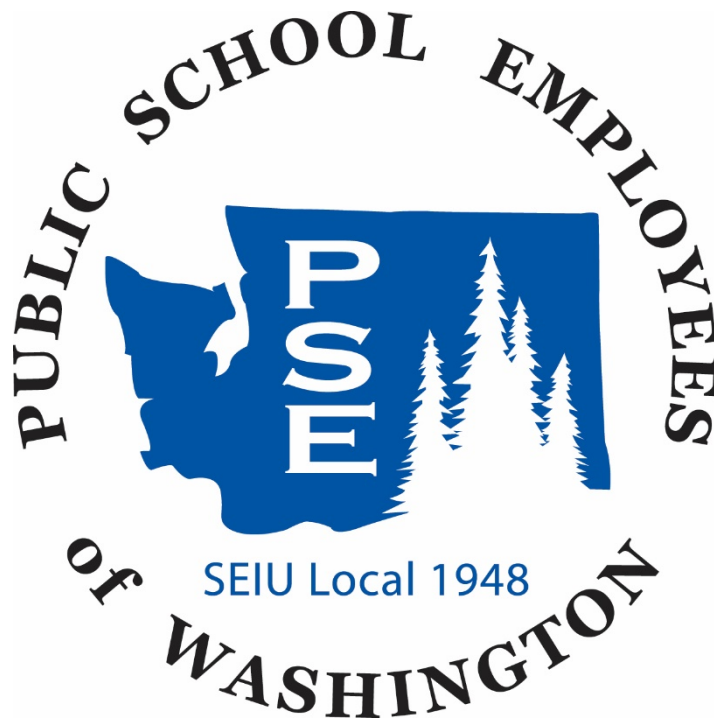


COLLECTIVE BARGAINING AGREEMENT BETWEEN
PENINSULA SCHOOL DISTRICT # 401
AND
PUBLIC SCHOOL EMPLOYEES OF PENINSULA
TRANSPORTATION - MECHANIC UNIT # 618
SEPTEMBER 1, 2021 - AUGUST 31, 2024



Public School Employees of Washington / SEIU Local 1948
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3 **DECLARATION OF PRINCIPLES**

- 4 1. Participation of employees in the formulation and implementation of personnel policies affecting them
5 contributes to effective conduct of school business.
6 2. The efficient administration of the system of public instruction and well-being of employees requires
7 that orderly and constructive relationships be maintained between the parties hereto.
8 3. Subject to law and the paramount consideration of service to the public, employee-management
9 relations should be improved by providing employees an opportunity for greater participation in the
10 formulation and implementation of policies and procedures affecting the conditions of their
11 employment.
12 4. Effective employee-management cooperation requires a clear statement of the respective rights and
13 obligations of the parties hereto.
14 5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of
15 the District and the well-being of employees within the spirit of the Public Employee's Collective
16 Bargaining Act, to establish a basic understanding relative to personnel policies, practices and
17 procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest
18 in District # 401.
19
20

21 **P R E A M B L E**

22
23 This Agreement is made and entered into between Peninsula School District # 401 (herein after "District")
24 and Public School Employees of Peninsula, Transportation-Mechanic Unit, an affiliate of public School
25 Employees of Washington (hereinafter "Association").
26

27 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
28 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties
29 agree as follows:
30
31
32

33 **A R T I C L E I**

34 **RECOGNITION AND COVERAGE OF AGREEMENT**

35
36
37 **Section 1.1.**

38 The District hereby recognizes the Association as the exclusive representative of all employees in the
39 bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing
40 the interests of all such employees.
41

42 **Section 1.2.**

43 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as
44 deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of
45 Directors or Superintendent of the District pursuant to RCW 41.56.030(2).
46
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48



1 **Section 1.3.**

2 The bargaining unit to which this Agreement is applicable is as follows: All classified employees
3 performing work in the Mechanic job classification.

4
5 **Section 1.4.**

6 The District shall enter into no agreement or contract with employees subject to this Agreement, which is
7 inconsistent with the terms and conditions of this Agreement.

8
9 **Section 1.5.**

10 Descriptions for all positions subject to this Agreement will be attached hereto as informational items.
11
12

13
14 **ARTICLE II**

15
16 **RIGHTS OF THE DISTRICT**

17
18 **Section 2.1.**

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

27
28 **Section 2.2.**

29 The management of the District and the direction of the work force are vested exclusively with the District
30 subject to the terms of this Agreement. All matters not specifically and expressly covered by the language
31 of this Agreement shall be administered for its duration by the District in accordance with such policies and
32 procedures as it from time to time may determine. The Board's exercise of this right shall not be a bar and
33 may be challenged in accordance with the Grievance Procedures of this Agreement.
34
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36

37
38 **ARTICLE III**

39
40 **RIGHTS OF EMPLOYEES**

41
42 **Section 3.1.**

43 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
44 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Associate. The
45 freedom of such employees to assist the Association shall be recognized as extending to participation
46 in the management of the Association, including presentation of the views of the Association to the
47 Board of Directors of the District or any other governmental body, group or individual. The District
shall take whatever action required or refrain from such action in order to assure employees that no



1 interference, restrain, coercion, or discrimination is allowed within the District to encourage or
2 discourage membership in any employee organization.

3
4 **Section 3.2.**

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

7
8 **Section 3.3.**

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

12
13 **Section 3.4.**

14 Neither the District, nor the Association, shall discriminate against any employee subject to this
15 Agreement on the basis of race, creed, color, sex, religion, age, or marital status or because of a
16 physical handicap with respect to a position. The duties of which may be performed efficiently by an
17 individual without danger to the health or safety of the physically handicapped person or others.

18
19 **Section 3.5.**

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

22
23 **Section 3.6.**

24 There shall be only one (1) official personnel file maintained in Human Resources for each employee.
25 This shall not prevent a supervisor from maintaining a working file. At the end of August of each
26 year, all materials in a supervisor's working file shall be destroyed or maintained in the personnel
27 records at the District office. An employee shall have the right, upon reasonable notice, to inspect the
28 contents of his/her personnel file or supervisors' working files. Inspection shall be in the presence of a
29 District representative. File materials may be reproduced for the employee as promptly as is feasible
30 upon request. An association representative may, at the employee's request, be present during the
31 review of said employee's file.

32
33 **Section 3.6.1.**

34 No materials derogatory of the employee's conduct, service, character, or personality shall be
35 placed in the personnel file unless the employee has had the opportunity to read and respond to
36 them. The employee shall acknowledge having read such material by affixing his/her signature
37 to the copy to be filed. The employee shall have the right to his/her own version of the incident
38 or statement and have his/her statement attached to the original document(s). Except for
39 material that relates to student health and/or safety, or other as required by law, no derogatory
40 material shall remain in an employee's file for more than three (3) years from the date of entry
41 unless a continuation of the same type of problem is shown in the file within three (3) years
42 from the date of entry.

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ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the unit.

Section 4.2.

The names of employees subject to this Agreement will be provided, upon request, to the President of the Association.

Section 4.3.

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington State Organization.

Section 4.4.

The President of the Association, or his/her designated representatives, will be provided time off without loss of pay to a maximum of ten (10) days per year to attend regional or state meetings when the purpose of those meetings is in the best interest of the District as determined by the District administration. The Association shall reimburse the District for the cost of required substitutes.

Section 4.5.

Upon request, the District shall provide the Public School Employees of Washington with information regarding each employee in the bargaining unit.

Section 4.6. Bulletin Boards.

The District shall provide bulletin board space for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its position. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees of the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

Section 4.6.1.

The responsibility of the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

Section 4.7.

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

1 **Section 4.8.**

2 The District will provide the Association reasonable access to new employees of the bargaining unit
3 for the purposes of presenting information about their exclusive bargaining representative to the new
4 employee. The presentation may occur during a new employee orientation provided by the District, or
5 at another time mutually agreed to by the District and the Association. No employee may be mandated
6 to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of
7 this section means: a) the access to the new employee occurs within ninety (90) days of the employee's
8 start date within the bargaining unit; b) the access is for no less than thirty (30) minutes; and c) the
9 access occurs during the new employee's regular work hours at the employee's regular worksite, or at
10 a location mutually agreed to by the District and Association. Bargaining unit employees asked to
11 provide the orientation by the Association must do so outside of their normal working hours.
12
13
14

15 **ARTICLE V**

16 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

17
18
19 **Section 5.1.**

20 It is agreed and understood that matters appropriate for consultation and negotiation between the
21 District and the Association are grievance procedures and collective negotiations on personnel matters,
22 including wages, hours and working conditions.
23

24 **Section 5.2.**

25 It is further agreed and understood that the District will consult with the Association prior to making
26 changes in working conditions not covered by this Agreement.
27
28
29

30 **ARTICLE VI**

31 **ASSOCIATION REPRESENTATION**

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33
34 **Section 6.1.**

35 The Association will designate a Conference Committee of three (3) members to meet with the
36 Superintendent of the District and/or his/her designated representatives on a mutually agreeable regular
37 basis to discuss appropriate matters.
38

39 **Section 6.2.**

40 The Association representatives, pursuant to Section 6.1, shall represent the Association and
41 employees in the meeting with officials of the District to discuss appropriate matters of mutual interest.
42 They may receive and investigate to conclusion complaints or grievances of employees and thereafter
43 advise employees of rights and procedures outlines in this Agreement and applicable regulations or
44 directives for resolving the grievances of complaints. They may not, however, continue to advise the
45 employee on courses of action after the employee has indicated that he/she does not desire to pursue a
46 grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion.
47 They may consult with the District on complaints without a grievance being made by an individual
48 employee.

1
2 **Section 6.3.**

3 Time during working hours will be allowed Association representatives for attendance at meetings
4 with the District. Time may also be allowed for representatives to discuss with the employees,
5 grievances and appropriate matters directly related to work situations in their area of craft. Association
6 representatives will guard against the use of excess time in the handling of such matters.
7
8

9
10 **ARTICLE VII**

11
12 **HOURS OF WORK AND WORKING CONDITIONS**

13
14 **Section 7.1.**

15 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
16 consecutive days of rest, Saturday and Sunday. The District may assign an employee to a workweek
17 of any five (5) consecutive days, which are followed by two (2) consecutive days of rest.
18

19 **Section 7.2.**

20 Each employee shall be assigned to a definite and regular shift, which shall not be changed without
21 prior notice to the employee of two (2) calendar weeks. Upon mutual agreement between the
22 employee and the supervisor, this notice may be waived.
23

24 **Section 7.3.**

25 The normal shift shall consist of eight and one-half (8 ½) hours, for eight (8) hours compensation,
26 including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is
27 practicable, and also including a fifteen (15) minute first half and fifteen (15) minute second half rest
28 period, both of which rest periods shall occur as near the middle of each half shift as is practicable.
29

30 **Section 7.3.1. Night Shift Differential.**

31 All hours worked in a night shift (a shift beginning after 2:00 p.m. or as agreed to by the
32 parties) by twelve (12) month mechanics shall receive sixty cents (\$.60) shift differential in
33 addition to the appropriate rate.
34

35 **Section 7.4.**

36 Employees required to work through their regular lunch periods will be given time to eat at a time
37 agreed upon by the employee and supervisor. In the event the District requires an employee to forego
38 a lunch period and the employee works the entire shift, including the lunch period, the employee shall
39 be compensated for the foregone lunch period in accordance with the terms of this Agreement.
40

41 **Section 7.5.**

42 Year round employees in the bargaining unit are expected to report to work during school closures,
43 which result from inclement weather, plant in-operation or the like.
44

45 **Section 7.6.**

46 All hours worked in excess of forty (40) hours per workweek shall be compensated at one and one-half
47 (1½) times the employee's base hourly rate. Overtime must have the prior approval of the District.

1 **Section 7.7. Laundry.**

2 As deemed necessary by the Transportation Supervisor, the District will provide coveralls and
3 laundering for mechanics.

4
5 **Section 7.8.**

6 The District agrees to reimburse employees for tools that become damaged during the performance of
7 duties and has the option to reimburse for tools lost during the performance of duties.

8
9 **Section 7.9.**

10 The District shall publicize within the bargaining unity the availability of open positions as soon as
11 possible after the District is apprised of the opening.

12
13 **Section 7.10.**

14 When an employee is specifically requested by his/her supervisor to assume the duties of a higher rated
15 position for five (5) consecutive days, he/she shall be compensated at the higher rate of pay. The five
16 (5) day period may be waived upon recommendation of the Transportation Supervisor.

17
18 **Section 7.11. Compensatory Time.**

19 The District will publicize the procedures for approved compensatory time for employees as provided
20 in District Policy.

21
22 **Section 7.12. Reclassification.**

23 After completing four (4) years of experience as a Peninsula School District Class II or III Mechanic, a
24 Class II or III Mechanic may request a review of his or her work performance and workload to
25 determine if reclassification into Class I or II status is appropriate. The Transportation Director and
26 Shop Foreman will determine, in accordance with the Assessment Criteria and Assessment Procedures
27 described in Appendix A of this agreement, whether the employee is performing Class I or II duties
28 with the required knowledge, skill, independent judgment, appropriate amount of supervision and
29 effective communication at a level the same as a Class I or II Mechanic. If it is determined that the
30 employee fulfills the necessary criteria for the Class I or II level, the employee will be reclassified as a
31 Class I or II mechanic starting the following September 1.

32
33
34
35 **ARTICLE VIII**

36 **HOLIDAYS AND VACATIONS**

37
38
39 **Section 8.1. Holidays.**

40 All Employees shall receive the following paid holidays:

- | | | |
|----|--------------------------------|---|
| 41 | 1. New Year's Day | 7. Veterans' Day |
| 42 | 2. Martin Luther King, Jr. Day | 8. Thanksgiving Day |
| 43 | 3. Presidents' Day | 9. Day after Thanksgiving |
| 44 | 4. Memorial Day | 10. Day before or after Christmas* |
| 45 | 5. Independence Day* | 11. Christmas Day |
| 46 | 6. Labor Day | 12. Day before or after New Year's Day* |

47
48 *Twelve Month Employees Only



1
2 **Section 8.1.1. Holidays.**

3 Any holiday proclaimed by the federal or state government, including any of the present
4 holidays that may be granted on the Monday following the holiday and proclaimed to be a
5 school holiday by the Superintendent of Public Instruction, shall be considered a paid holiday.
6

7 **Section 8.1.2. Unworked Holidays.**

8 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect
9 at the time the holiday occurs. An employee who is on the active payroll on the holiday and
10 has worked his/her last scheduled shift preceding the holiday and his/her first scheduled shift
11 succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such
12 unworked holiday. An except to this requirement will occur if the employee can furnish proof
13 satisfactory to the District that because of illness he/she was unable to work on either such
14 shifts, and his/her absence previous to such holiday by reason of such illness has not been
15 longer than thirty (30) regular workdays.
16

17 **Section 8.1.3. Worked Holidays.**

18 Employees who are required to work on the above-described holidays shall receive the pay due
19 them for the holiday, and their base rate for all hours worked on such holidays, unless the
20 employee starts to work at 6:00 p.m. or thereafter on that date.
21

22 **Section 8.1.4. Holidays During Vacation.**

23 Should a holiday occur while an employee is on vacation, the employee shall be allowed to
24 take one extra day of vacation with pay in lieu of the holiday as such. If one of the above
25 holidays falls on a weekend, the employee shall be given one (1) day's pay at his/her base rate.
26

27 **Section 8.2. Vacations.**

28 Each full-time employee shall earn one (1) day of vacation per month for the first year of employment.
29 Employees may schedule vacation subject to Transportation Supervisor's approval. An Employee
30 shall earn one (1) additional day of vacation credit for each year of service after the first year up to
31 twenty (20) days. For every regular workday from which an employee is absent on vacation, sick
32 leave, bereavement leave or emerge leave, they hours of the employee's normal work shift shall be
33 credited as if worked. Less than twelve (12) month employees shall be entitled to a prorated share of
34 vacation based upon the ratio of days worked to two hundred sixty (260). Less than twelve (12) month
35 employees working in the capacity of substitutes are not entitled to vacation. Annual vacation accrual
36 adjustments will be adjusted on the employee's anniversary date of hire.
37

38 **Section 8.2.1.**

39 Except as provided in the following section, any vacation credit up to thirty (30) days currently
40 due but unused by the new accrual date each year may be carried over for one (1) year
41 following the accrual date with the approval of the immediate supervisor and administration.
42 No vacation may be carried over for more than one (1) year beyond the date on which it
43 became due. No employee shall be denied accrued vacation benefits due to the District
44 employment needs.
45

46 **Section 8.2.2.**

47 Employees who work less than twelve (12) months per year shall receive payment for unused
48 accrued vacation with their June paycheck. Any employee who is discharged or who

1 terminates employment shall receive payment for unused accrued vacation credit with their
2 final paycheck.

3 4 5 6 **ARTICLE IX**

7 8 **LEAVES**

9 10 **Section 9.1. Sick Leave.**

11 Each employee shall accumulate one (1) day of sick leave for each calendar month worked. No
12 employee shall accumulate less than ten (10) days of sick leave per year, or at least that portion of ten
13 (10) days which represents that relationship between days worked and the amount of days normally
14 worked in a full school year. An employee who works eleven (11) working days in any calendar
15 month will be given credit for the full calendar month. Sick leave shall be vested when earned and
16 may be accumulated up to a maximum of one hundred eighty (180) days entitlement. The District
17 shall project the number of annual sick leave days at the beginning of the school year according to the
18 estimated calendar months the employee is to work during that year. The employee shall be entitled to
19 the projected number of days of sick leave at the beginning of the school year. Sick leave benefits
20 shall be paid based on base hourly rate applicable to the employee's normal daily work shift. Should
21 an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of
22 sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift
23 at the time the sick leave is taken. The accumulated benefits will be expended on an hourly, rather
24 than a daily, basis.

25 26 **Section 9.1.1.**

27 The District shall abide by the Department of Labor and Industries and State Law in the event
28 an employee is injured on the job.

29 30 **Section 9.1.2.**

31 Employees who have accrued sick leave while employed by another public school district, in
32 the State of Washington, shall be given credit for accrued sick leave upon employment with the
33 District.

34 35 **Section 9.2. Attendance Incentive Program.**

36 The parties mutually agree to enter into an attendance incentive program (sick leave buy back) as
37 outlined by state law.

38 39 **Section 9.3.**

40 A doctor's certificate may be required for illness of any duration at the discretions of the
41 Administration.

42 43 **Section 9.4.**

44 Absences warranting sick leave are:

- 45 A. Personal illness or injury
- 46 B. Leave for emergencies

- 1 C. Appointments with medical or dental doctors or other legally recognized practitioners to
2 prevent illness or preserve the health of the employee and which cannot be scheduled outside
3 of school hours
- 4 D. Sick Leave as referenced in WAC 392-136A-020 means leave granted to an employee for the
5 purpose of absence from work with pay in the event of illness, injury, and emergencies as
6 authorized in RCW 28A.400.300(2)(c). As used in this section, the term extraordinary or
7 severe means serious or extreme and/or life threatening as authorized in WAC 392-136A-
8 020. Household members as referenced in WAC 392-136A-020 means those persons who
9 reside in the same home as a family unit. This term shall include foster children and legal
10 wards even if they do not live in the household.

11
12 **Section 9.5. Family Medical Leave.**

13 The District will comply with the F.M.L.A. pursuant to the School District Board Policy.

14
15 **Section 9.6. P.F.M.L.**

16 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington
17 State Family and Medical Leave and Insurance Act. The District shall pay the statutory employer wage
18 premium and the employee shall pay the statutory individual wage premium to fund this leave.

19
20 **Section 9.7. Bereavement Leave.**

21 In addition to the above, each employee shall be entitled to the following leave. Such leaves are not
22 deducted from sick leave and are noncumulative.

- 23 A. Up to five (5) days leave for the death of a spouse, domestic partner, mother, father, son,
24 daughter, step-son, step-daughter, mother-in-law, father-in-law, sister, brother, grandparents, a
25 member of the educator's household, or any family member as defined in RCW 49.46.210
26 shall be granted.
- 27 B. Up to one (1) day maximum leave for funerals of other relatives or close friends shall be
28 granted.
- 29 C. Such leave shall not be accumulated.
- 30 D. If an employee needs more leave than provided in paragraph A or B, the employee shall
31 contact Human Resources who will process the request for approval.

32
33 **Section 9.8. Judicial Leave.**

34 In the event an employee subject to this Agreement is summoned to serve as a juror, or appear as a
35 codefendant with the School District, he/she shall receive his/her normal day's pay for each day he/she
36 is required in court. In the event that the employee is a party (plaintiff or defendant) in court action,
37 he/she may request a leave of absence, which may be granted without pay.

38
39 **Section 9.9. Leave of Absence.**

40 Upon recommendation of the immediate supervisor through administrative channels to the
41 Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended
42 leave of absence for a period not to exceed one (1) year. Request for such leave is to be made in
43 writing. A leave of absence is to be requested and granted only for a specific period. All requests will
44 be considered in light of available substitutes and, when granted, will be without compensation.

45
46 **Section 9.10.**

47 The returning employee will not necessarily be assigned to the identical position occupied before the
48 leave of absence. However, provided a vacancy exists for which the employee is qualified, the

1 employee shall be reinstated to a position equivalent in duties, and salary to that held at the time the
2 request for leave of absence was approved.

3
4 **Section 9.11. Protracted Illness Leave.**

5 Any employee who has completed the probationary period shall be entitled to non-compensated Leave
6 of Absence in cases of protracted illness or injury as certified by his/her physician.

7
8 **Section 9.11.1.**

9 Upon application to the District, such leave shall be granted for the period of actual illness or injury
10 up to one (1) year. If additional time is necessary, written application must be made to the District
11 and up to one (1) additional year may be granted at the discretion of the District. An employee who
12 has been on protracted illness leave for more than six (6) months shall give twenty (20) working
13 days' notice in writing of intent to return to work. An employee who has been off less than six (6)
14 months shall give ten (10) days' notice of intent to return to work. Before the employee may return
15 to work, he/she shall have his/her fitness to return to work certified in writing by the attending
16 physician. Upon returning, the employee shall be returned to the position he/she had been working,
17 unless the position has been abolished, or a general reduction in force has placed a more senior
18 employee in the position. In those cases, the employee shall be returned to as equivalent a position
19 as possible without violating the terms of Article X.

20
21
22 **ARTICLE X**

23
24 **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

25
26
27 **Section 10.1.**

28 The seniority of an employee within the bargaining unit shall be established as of the date on which the
29 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be
30 lost. However, time spent as a substitute employee shall not count for purposes of seniority.
31 Employees on leave due to industrial injury shall not be negatively affected by this section.

32
33 **Section 10.2.**

34 Newly hired regular employees shall remain in a probationary status for a period of not more than sixty
35 (60) working days following the hire date. During this probationary period, the District may discharge
36 such employee at its discretion.

37
38 **Section 10.2.1.**

39 Substitute employees shall receive the probationary hourly rate of pay but shall receive no other
40 contractual benefits. No employee shall suffer a reduction of salary because of the
41 implementation of the above.

42
43 **Section 10.2.2.**

44 A bargaining unit employee who has been promoted from the rank and file into a lead or
45 supervisory position shall be placed in a trial status for a period of not more than forty (40)
46 working days from the effective date of his/her promotion. During this trial period the District
47 may, if the new promotion proves unsatisfactory to either the District or the employee, reassign

1 such promoted employee to his/her former position without loss of seniority, and with
2 reinstatement of his/her former rate of pay.

3
4 **Section 10.3.**

5 Upon completion of the probationary period, the employee will be subject to all rights and duties
6 contained in this Agreement retroactive to the hire date.

7
8 **Section 10.4.**

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

- 10 A. Resignation,
- 11 B. Discharge for justifiable cause; or
- 12 C. Retirement.

13
14 **Section 10.5.**

15 Seniority shall continue to accrue during leaves for which compensation is continued or when otherwise
16 required by applicable law. In other instances, seniority shall be adjusted to reflect the period of leave.

17
18 **Section 10.6.**

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

21
22 **Section 10.7.**

23 Scheduling of vacations and layoffs shall be based upon seniority provided qualified employees are
24 available to perform the work required. The District shall consider seniority in instances involving
25 promotion.

26
27 **Section 10.8.**

28 Employees who change job classifications within the bargaining unit shall retain their hire dates in the
29 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire
30 date and a new classification

31
32 **Section 10.9.**

33 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
34 District according to layoff ranking. Such employees are to have priority in filling an opening in the
35 classification held immediately prior to layoff. Names shall remain on the reemployment list for two (2)
36 years.

37
38 **Section 10.10.**

39 Employees on layoff status shall file their addresses in writing with the Personnel Office of the District
40 and shall thereafter promptly advise the District in writing of any change of address.

41
42 **Section 10.11.**

43 An employee shall forfeit rights to reemployment, as provided in Section 10.9., if the employee does not
44 comply with the requirements of Section 10.10., or if the employee does not respond to the offer of
45 reemployment within fifteen (15) days.

1 **Section 10.12.**

2 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued
3 benefits; provided, that such employee be offered a position equal to that held prior to layoff.
4
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6

7 **ARTICLE XI**

8
9 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

10
11 **Section 11.1.**

12 Employees, other than probationary or substitute, shall be disciplined or discharged only for justifiable
13 cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure
14 hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner that
15 will not embarrass the employee before other employees or the public.
16

17 **Section 11.2.**

18 Normal termination or resignation shall require a two (2) week written notice.
19

20 **Section 11.3. Notification to Non-Annual Employees.**

21 This Section is intended to be applicable to those employees whose duties necessarily imply less than
22 twelve (12) months (excluding vacations) of work per year.
23

24 **Section 11.3.1.**

25 Should the District decide to discharge any non-annual employee, the employee shall be so
26 notified in writing prior to the expiration of the school year.
27

28 **Section 11.3.2.**

29 Nothing contained herein shall be construed to prevent the District from discharging an employee
30 for acts of misconduct occurring after the expiration of the school year.
31

32 **Section 11.3.3.**

33 Nothing contained herein shall, in any regard, limit the operation of this Article.
34
35
36

37 **ARTICLE XII**

38
39 **INSURANCE AND RETIREMENT**

40
41 **Section 12.1.**

42 The District shall provide basic and optional benefits through the School Employees Benefits Board
43 (SEBB) under the rules and regulations adopted by the SEBB.
44

45 **Section 12.2.**

46 The District shall provide tort liability coverage for all employees subject to this Agreement but limited to
47 public bodily injury and property damage liability coverage as provided in the District's liability insurance
48 policies.

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Section 12.3.

The District shall provide insurance on all tools owned by bus mechanics and helpers against fire and break-in of the bus maintenance shop. A complete inventory list and/or pictures are to be furnished the District by the employee annually by July 1.

Section 12.4.

The District will pay the full cost of physical examinations as required for bus driver certification after the first examination of new employees, providing said physical exam is performed by a physician designated by the District. Employees may attend the physician of their choice, provided the physical would be covered by group insurance.

Section 12.5.

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District shall use the projected hours of the regular shifts. All hours worked, whether straight time, overtime, or otherwise, will be reported, if the employee is regularly employed an average of seventy (70) hours or more per month, for at least five (5) months of a fiscal year. The District shall abide by the Department of Retirement eligibility rules.

ARTICLE XIII

VOCATIONAL TRAINING

Section 13.1.

In the mutual interests of the District and the Association, there will be established a budget which may be used by employees subject to this Agreement for vocational improvement.

Section 13.2.

Such funds may be utilized for salaries and expenses for approved work-related training.

Section 13.3. Endorsements.

All mechanics are to hold a valid State of Washington Commercial Driver's License, Class B, with a passenger endorsement (P1) and School Bus endorsement (S), and hold a current district required First Aid card.

Employees will be reimbursed at their regular hourly rate per hour for attending first aid and recertification courses. The employee must successfully complete the course in order to receive compensation.

Section 13.4.

Employees shall receive their regular hourly rate for all hours in attendance at required departmental meetings.



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ARTICLE XIV

MAINTENANCE OF MEMBERSHIP AND CHECK OFF

Section 14.1. Dues Authorization.

PSE will provide a list of those members who have agreed to union membership. In addition, upon request, the district shall have access to view or obtain a copy of the membership authorization. PSE will be the custodian of the records related to Union membership/dues deduction authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of those records.

Section 14.2. Checkoff.

The Association, which is the legally recognized exclusive bargaining representative of the classified staff as described in the recognition clause of this agreement, shall have the right to have deducted from the salaries of members of the Association (upon receipt of authorization), an amount equal to the fees and dues required for membership in the Association.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to PSE by the employee. Upon receiving an authorization form, the employer will start deductions for the new members for the next available payroll period, according to the usual administrative cycle. The Association will refund any amount of dues that are paid to it in error.

Section 14.3.

Monthly Report to the Association. Accompanying the monthly transmission of dues to PSE, the District will submit a list of all bargaining unit employees with each employee's name and the amount of dues deducted for that month.

Section 14.4.

The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlement, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this section.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1.

A grievance is hereby defined as an alleged violation of the terms of this Agreement by the District and shall be resolved in strict compliance with this Article.

Section 15.2. Grievance Steps.

Section 15.2.1.

Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by an Association representative at such discussion. All



1 grievances not brought to the immediate supervisor in accordance with the preceding sentence
2 within ten (10) working days of the occurrence of the grievance shall be invalid and subject to no
3 further processing.

4
5 **Section 15.2.2.**

6 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
7 subsection, the employee shall reduce to writing a statement of the grievance containing the
8 following:

- 9 A. The facts on which the grievance is based;
- 10 B. A reference to the provisions in this Agreement which have been allegedly violated; and
- 11 C. The remedy sought.

12
13 The employee shall submit the written statement of grievance to the immediate supervisor for
14 reconsideration and shall submit a copy to the official in the administration responsible for
15 personnel. The parties will have ten (10) working days from submission of the written statement of
16 grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable
17 disposition is made, all parties to the grievance shall sign it.

18
19 **Section 15.2.3.**

20 If no settlement has been reached within the ten (10) working days referred to in the preceding
21 subsection, and the Association believes the grievance to be valid, a written statement of grievance
22 shall be submitted within ten (10) working days to the District Superintendent or the
23 Superintendent's designee. After such submission, the parties will have ten (10) working days
24 from submission of the written statement of grievance to resolve it by indicating on the statement
25 of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
26 sign it.

27
28 **Section 15.2.4.**

29 If no settlement has been reached within the ten (10) working days referred to in the preceding
30 subsection, the employee may demand arbitration of the grievance utilizing the Voluntary Labor
31 Arbitration Rules of the American Arbitration Association. The arbitrator's award shall be final
32 and binding upon all parties.

33
34 **Section 15.2.5.**

35 It is agreed that:

- 36 A. Matters involving employee evaluations are specifically exempted and excluded from
37 being arbitrable under this Article.
- 38 B. The Arbitrator shall have no power to alter, add to or subtract from the terms of this
39 Agreement.
- 40 C. The fees and expenses of the Arbitrator shall be equally shared by the parties.

41
42 **Section 15.3.**

43 The grievance or arbitration discussions shall take place whenever possible on school time. The District
44 shall not discriminate against an individual employee or the Association for taking action under this
45 Article.

ARTICLE XVI

SALARIES AND COMPENSATION

Section 16.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

Section 16.2. Rates of Pay.

Employees shall be paid according to Schedule A. Each September 1, employees who have completed at least two-thirds (2/3) of their position's work year the prior school year will be granted an increment (paid at the next higher step on Schedule A for that level). Longevity increments shall be paid in the same manner if qualified based on years of service. Paid leave days shall count as days completed for the purposes of this section.

Section 16.3.

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

Section 16.4.

For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter ($\frac{1}{4}$) hour.

Section 16.5.

Any employee required to travel from one site to another in a private vehicle during working hours shall be compensated for such travel on a per-mile basis at the established Board policy rate.

Section 16.6.

Employees requires to remain overnight on District business shall be reimbursed for reasonable and necessary room and board expenditures.

Section 16.7. Commercial Driver's License.

The District will pay approved costs for testing and training incurred by mechanics in obtaining the required Commercial Driver's License.

Section 16.8. Job Related Materials Allowance.

Each employee shall be entitled to a reimbursement for job related materials including but not limited to, safety eye glasses, safety footwear and mechanic tools. Additional job related materials may be eligible for reimbursement as approved by the Director of Transportation. It is expected and understood that employee safety will be a priority in the expenditure of this allowance. Full cost reimbursement to mechanics shall occur upon presentation of any valid invoice proof of purchase including those based on credit/installment payments by a mechanic. The annual allowance for each mechanic shall be two thousand five hundred dollars (\$2,500) for invoices presented for the duration of this contract.

Section 16.9. Weekend Pager Duty.

Mechanics assigned to emergency on call weekend pager duty shall receive two (2) hour minimum paid time plus compensated for other time worked. In addition, all weekend pager duty time shall be compensated at one and a half ($1\frac{1}{2}$) time's regular pay.

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4 **ARTICLE XVII**

5
6 **TERM AND SEPARABILITY OF PROVISIONS**

7
8 **Section 17.1.**

9 The term of this Agreement shall be September 1, 2021 to August 31, 2024. Schedule A shall be
10 increased as attached for the 2021-2022 year. All wages shall be increased by the implicit price deflator
11 (IPD) or 2% (whichever is higher) for the 2022-2023 and 2023-2024 years.
12

13 **Section 17.2.**

14 The parties acknowledge that each has had the unlimited right and opportunity to make demands and
15 proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise
16 of that right and opportunity are set forth in this Agreement. Except as specifically stated in this
17 Agreement, the District and the Association, for the duration of this Agreement, each voluntarily and
18 unqualified agree to waive the right to oblige the other party to negotiate with respect to any subject or
19 matter covered or not covered in this Agreement unless mutually agreed otherwise.
20

21 **Section 17.3.**

22 This Agreement may be reopened at any time during its term upon mutual consent of parties in writing.
23

24 **Section 17.4.**

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

28 **Section 17.5.**

29 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with state
30 or federal statutes or regulations promulgated pursuant thereto.
31

32 **Section 17.6.**

33 In the event either of the two (2) previous sections is determined to apply to any provision of this
34 Agreement, such provision shall be renegotiated pursuant to Section 17.3.
35

36 **Section 17.7.**

37 The Association agrees that there shall be no work stoppage or interruptions of regularly assigned duties.
38 The District agrees that the employee shall not be locked out during the life of the Agreement.
39

40 **Section 17.8.**

41 Salary increases above the state funded dollars may be contingent upon successful levy passage and two
42 levy collections per school year.
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ARTICLE XVIII

SUBSTITUTE AND TEMPORARY EMPLOYEES

Section 18.1.

Substitute and temporary employees shall be paid according to Schedule A. Rights of said substitute and temporary employees identified shall be limited exclusively to those items in this Article.

Section 18.2.

Substitute employees shall be defined as those employees who are replacing a regular employee on leave who has reemployment rights.

Section 18.3.

Temporary employees are those who are retained to perform work on a short-term project not to exceed sixty (60) workdays.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948

PENINSULA CHAPTER #618 TRANSPORTATION-MECHANIC UNIT

PENINSULA SCHOOL DISTRICT #401

BY: _____ William Fors, Chapter President

BY: _____ Karen Andersen, Chief Financial Officer

DATE: _____

DATE: _____



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2
3 **Peninsula Mechanic I Assessment Criteria**
4

5 I. Knowledge (25 Points) Understanding of General Systems

- 6 1. Brakes
7 2. Drive Train
8 3. Body
9 4. Engine
10 5. Electrical
11 6. Emissions / Fuel
12 7. Interest and effort for continued learning
13 8. Foreman “discretionary” points
14

15
16 II. Skill (25 Points)

- 17 1. Ability to correctly apply systems knowledge
18 2. Work quality
19 3. Speed / Efficiency
20 4. Ability to work independently
21 5. Problem solving / ingenuity
22 6. Utilization of available resources
23 7. Credibility / trust of peers and drivers
24 8. Foreman “discretionary” points
25
26

27 III. Judgment / Work Attitude (25 Points)

- 28 1. Work Ethic
29 2. Safety awareness
30 3. Consistency
31 4. Consideration reflects thoroughness / completeness
32 5. Trust / Honesty
33 6. Thinking is clear and concise
34 7. Responsibility / Reliability
35 8. Foreman “discretionary” points
36
37

38 IV. Effective Communication (25 Points)

- 39 1. Customer Service
40 2. Finesse / Diplomacy
41 3. Tolerance / Flexibility
42 4. Confidentiality
43 5. Positive attitude
44 6. Adherence to direction / orders
45 7. Listening skill
46 8. Foreman “discretionary” points
47
48

Assessment Procedures for Mechanic I Criteria

1. Four continuous years of successful employment in Peninsula as a Mechanic II are required for an employee to apply to be a candidate for upgrade to Mechanic I.
2. The Bus Mechanic Foreman during regular annual evaluation discussion (and upon request) will schedule time to answer questions and/or discuss expectations of the above Assessment Criteria for those interested in applying.
3. Assessment for Mechanic I status will occur in conjunction with the candidate’s evaluation process (normally in June). Mechanic I pay shall begin September 1st following a candidate’s successful completion of the assessment.
4. For the above Mechanic I Assessment, three points can be awarded in each of the seven criteria associated with the four major categories (Knowledge, Skill, Judgment/Work Attitude and effective Communication) for a total of 84 points. In addition no more than four “discretionary” points may be awarded at the judgment of the Shop Foreman for exemplary performance in any of the four major categories. This provides the possibility of another 16 points. These “discretionary points” increase the total possible points awarded to 100.
5. ***Points will be awarded based on performance expectations for the candidate’s current Mechanic II Position.***
 - One point indicates the candidate needs improvement in that criterion at his/her current Mechanic II position level.
 - Two points indicate the candidate’s performance in that criterion meets expectations for a Mechanic II.
 - Three points indicate the candidate’s performance in that criterion exceeds expectations for a Mechanic II and merits Mechanic I consideration.
6. ***It is expected that a Mechanic II will, overall, exceed Mechanic II expectations in order to be upgraded to a Mechanic I status and will need a total of 84 points.*** The 84 points required for upgrade may also include discretionary points thereby allowing for scores of 2 (meets Mechanic II expectations) in some criteria if exemplary performance is shown in other criteria that justifies it. ***Any score, however, of 1 (needs improvement) in any criteria will disqualify the candidate for upgrade.***
7. Employees may apply for upgrade once per work year and may schedule an assessment with the Bus Mechanic Foreman in conjunction with the employee’s annual evaluation.
8. Approval from the Transportation supervisor is required for final confirmation of Mechanic I upgrade once a successful assessment has been completed.



SCHEDULE A
 PENINSULA SCHOOL DISTRICT #401
 TRANSPORTATION – MECHANIC SALARY SCHEDULE
 September 1, 2021 – August 31, 2022

0-4 Yrs Base Rate	5 - 9 Yrs YR 4 + 2.2%	10-14 Yrs YR 9 + 2.5%	15-20 Yrs YR 15 2.6%	21+ Yrs YR 20 2.7%
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Foreman (CLASS I RATE +20%)	\$35.96	\$36.75	\$37.67	\$38.65	\$39.70
Night Lead (CLASS I RATE +20%)	\$34.47	\$35.23	\$36.11	\$37.05	\$38.05
Class I Mechanic	\$29.97	\$30.63	\$31.40	\$32.22	\$33.09
Class II Mechanic	\$26.60	\$27.19	\$27.87	\$28.59	\$29.36
Class III Mechanic	\$23.67	\$24.19	\$24.78	\$25.42	\$26.11
Substitute Mechanic (100% CLASS III MECHANIC BASE RATE)	\$23.67		NOTE: NIGHT SHIFT DIFFERENTIAL = \$0.60 / HOUR		