

COLLECTIVE BARGAINING AGREEMENT BETWEEN
PENINSULA SCHOOL DISTRICT # 401
AND
PUBLIC SCHOOL EMPLOYEES OF PENINSULA
CLERICAL UNIT # 623

SEPTEMBER 1, 2021 - AUGUST 31, 2023



Public School Employees of Washington / SEIU Local 1948
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AGREEMENT

By and Between

Peninsula School District, hereinafter called the "District" and Public School Employees of Peninsula-Clerical, hereinafter called the "Association."

ARTICLE I

RECOGNITION

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described herein. Included in the bargaining unit are secretarial-clerical, paraprofessional assistant and instructional assistant employees, excluding Executive Assistants, Administrative Secretary for Personnel, and Administrative Secretary/Business/Finance, payroll officer, accountant-bookkeeper and the data processing supervisor. Nothing contained herein shall be construed so as to include in the bargaining unit individuals in secretarial-clerical or instructional assistant positions with the District who are ineligible for representation.

ARTICLE II

RIGHTS OF THE DISTRICT

Section 2.1.

The management of the District and the direction of the work force is vested exclusively with the District subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement shall be administered for its duration by the District in accordance with such policies and procedures as it from time to time may determine.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that the employees shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending participation in any lawful activity on behalf of the Association.

1 **Section 3.2.**

2 Neither the District nor the Association shall unlawfully discriminate against any employee subject to
3 this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a
4 physical handicap with respect to a position, the duties of which may be performed efficiently by an
5 individual without danger to the health or safety of the physically handicapped person or others.
6

7 **Section 3.3.**

8 An employee shall have the right, upon reasonable notice, to inspect the contents of his/her personnel
9 file. Inspection shall be in the presence of a District representative. File materials may be reproduced
10 for the employee as promptly as is feasible, upon request. An Association representative may, at the
11 employee's request, be present during the review of said employee's file.
12

13 **Section 3.3.1.**

14 No materials derogatory of the employee's conduct, service, character or personality shall be
15 placed in the personnel file unless the employee has had the opportunity to read and respond to
16 them. The employee shall acknowledge having read such material by affixing his/her signature
17 to the copy to be filed. The employee shall have the right to his/her own version of the incident
18 or statement and have his/her statement attached to the original document(s).
19
20
21

22 **ARTICLE IV**

23 **RIGHTS OF THE ASSOCIATION**

24 **Section 4.1.**

25 The Association has the right and responsibility to represent the interests of all employees in the unit; to
26 present its views to the District on matters of concern, either orally or in writing; to consult or to be
27 consulted in accordance with Section 5.1 with respect to the formulation, development, and
28 implementation of industrial relations matters and practices relating to this bargaining unit which are
29 within the authority of the District; and to enter collective negotiations with the object of reaching an
30 agreement applicable to all employees within the unit.
31
32

33 **Section 4.2.**

34 The District, as part of the general orientation of each new employee within the unit subject to this
35 Agreement upon request, shall provide such employee with a copy of this Agreement to be furnished to
36 the District by the Association. The District shall provide the Association with the following information
37 upon request: name, address, position, work site location, hire date, hours of work, and rate of pay.
38
39

40 **Section 4.3.**

41 The Association reserves and retains the right to delegate any right or duty contained herein to
42 appropriate officials of the Public School Employees of Washington State Organization.
43

44 **Section 4.4.**

45 The President of the Association and his/her designated representatives will be provided time off without
46 loss of pay to a maximum total of three (3) days per year to attend regional or state meetings when the
47 purpose of those meetings is in the best interests of the District as determined by the District
48 administration. In the event an employee is elected to the Public School Employees State Board, and the



1 District is so notified in writing prior to the commencement of the school year, such individual shall
2 have up to four (4) days total during the school year. The Association shall reimburse the District for the
3 cost of required substitutes.

4
5 **Section 4.5.**

6 Upon request and at a time mutually agreed upon by the parties, the District shall provide the Public
7 School Employees of Washington with information regarding each employee in the bargaining unit.

8
9 **Section 4.6. Bulletin Boards.**

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

16
17 **Section 4.6.1.**

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

20
21 **Section 4.7.**

22 The Association and its representatives shall have the right to use employee mail boxes and/or the
23 District courier service to communicate to its members. This shall include freedom from any censorship
24 or screening by the District prior to distribution. The Association shall have the right to use District
25 buildings for meetings and to transact official business on District property at all reasonable times,
26 provided that such activities do not interfere with nor interrupt normal District operations or other
27 scheduled building activities as determined by checking with the appropriate administrator and
28 completing facility use forms. The Association shall hold the District harmless from all liability,
29 damages of any kind, and costs of attorney fees in defending the legality of this section.

30
31 **Section 4.8.**

32 The Association shall be notified by the District of any grievances or disciplinary actions of any
33 employee in the unit. The Association is entitled to have representatives at hearings conducted by any
34 District official or body arising out of grievance and to make known the Association's views concerning
35 the case.

36
37 **Section 4.9.**

38 The District will provide the Association reasonable access to new employees of the bargaining unit for
39 the purposes of presenting information about their exclusive bargaining representative to the new
40 employee. The presentation may occur during a new employee orientation provided by the District, or at
41 another time mutually agreed to by the District and the Association. No employee may be mandated to
42 attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this
43 section means: (a) the access to the new employee occurs within ninety (90) days of the employee's start
44 date within the bargaining unit; (b) The access is for no less than thirty (30) minutes; and (c) The access
45 occurs during the new employee's regular work hours at the employee's regular worksite, or at a
46 location mutually agreed to by the District and Association. Bargaining unit employees asked to provide
47 the orientation by the Association must do so outside of their normal work hours.

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ARTICLE V

ASSOCIATION REPRESENTATION

Section 5.1.

The Association will designate a negotiations team who will meet with the Superintendent of the District and/or his/her designated representatives on a mutually agreeable regular basis to discuss appropriate matters. The District will allow sufficient time during working hours for Association representation to prepare an agenda for meetings scheduled with the Superintendent and will provide suitable space to conduct such meetings. The negotiations team shall use a joint interest-based problem-solving process and obtain training as needed. The negotiations team shall also annually review and develop a professional development plan for bargaining unit members.

ARTICLE VI

RIGHTS OF WORK AND OVERTIME

Section 6.1. Assignment of Shifts.

Each employee shall be assigned to a definite shift and work week with designated times of beginning and ending which shall not be changed without prior notice to the employee of one (1) calendar week; provided, however, this notice may be waived by the employee. Changes in schedule must be approved by an employee's principal and/or program administrator. The normal work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday.

Section 6.2. Minimum Position Length.

The District agrees that there will not be any positions less than three (3) hours except when the District has additional time of less than three (3) hours that has been offered to each available bargaining unit employee within the building and rejected. Positions which due to program need, have been offered at less than three hours, upon vacation of that position, may be reposted and filled at less than three (3) hours.

The District will not reduce an employee's total hours worked to less than three (3) hours a day unless dictated by the educational needs of the program or unless the position is being eliminated in its entirety. If the District reduces, but not eliminates a position, an employee's total hours to less than three (3) hours per day, the Association president shall be notified.

Section 6.3. Notice of Assignment.

All less than 260 day employees will be provided written notice of the following school year's tentative assignment (position/hours/location) at least five (5) school days prior to the end of the current student school year.

Section 6.4. Rest Breaks.

Any shift of three (3) paid hours or more shall receive one (1) paid fifteen (15) minute rest break. Any shift of six (6) paid hours or more shall receive two (2) paid fifteen (15) minute rest breaks.



1 **Section 6.5. Shift Premium.**

2 The first shift is defined as any work shift between the hours of 6:00 a.m. and 6:00 p.m. All hours
3 worked after 6:00 p.m. shall receive twenty-five cents (\$0.25) per hour shift differential.
4

5 **Section 6.6. Lunch Breaks.**

6 Each shift of at least five (5) hours shall include a thirty (30) minute uninterrupted unpaid lunch period.
7 Employees required to work through their regular lunch periods will be given time to eat at a time
8 agreed upon by the employee and his/her supervisor. In the event the District requires an employee to
9 forego his/her lunch period and the employee works his/her entire shift, including the lunch period,
10 he/she shall be compensated for the foregone lunch period at overtime rates.
11

12 **Section 6.7.**

13 In the event of unusual school closure due to inclement weather, plant in-operation, or the like, the
14 District will make every effort to notify each employee to refrain from coming to work through
15 established District emergency announcements. Employees reporting to work shall receive a minimum
16 of two (2) hours pay at base rate in the event of such a closure; provided, however, no employee shall be
17 entitled to any such compensation in the event established District announcements have been made.
18

19 Employees whose work shift is operating during snow or emergency closures, who prefer to stay home,
20 can use vacation days, compensatory time or be allowed to make up the hours lost.
21

22 **Section 6.8.**

23 After three (3) consecutive working days (or earlier at the request of the principal or supervisor),
24 employees assigned to work a shift regularly filled by a higher classification employee shall receive
25 compensation equal to that normally received by the employee in the higher classification.
26

27 **Section 6.9. Overtime.**

28 In the assignment of overtime, the District agrees to provide the employee with as much advance notice
29 as practicable in the circumstances. Normally, an employee designated to work overtime on days
30 outside his/her work week will be advised of the possibility no later than twenty-four (24) hours prior to
31 the end of his/her last shift before the overtime commences. Employees must receive approval from
32 their administrator to work overtime prior to working the additional hours.
33

34 **Section 6.10.**

35 All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-
36 half (1½) times the employee's base pay.
37

38 **Section 6.10.1. Compensatory Time.**

39 Comp time will be defined as time worked beyond an employee's regular work schedule and
40 which is allowed to be taken as time off at another time.
41

42 Employees who receive approval or are requested to work beyond their regular work schedule
43 per week may request compensatory time in lieu of additional pay. If compensatory time is
44 requested and approved, the following conditions will apply:
45

- 46 A. All hours worked beyond the regular work schedule must receive prior approval from the
47 appropriate supervisor.
48

- 1 B. If the employee and supervisor mutually agree that compensatory time will be taken in lieu of
2 additional pay, the date(s) such compensatory time will be used must also be mutually
3 scheduled before the additional time is worked.
4
- 5 C. The agreement to work additional time in exchange for compensatory time and the date on
6 which the compensatory time will be taken will be documented on a District-provided form.
7
- 8 D. Overtime taken as compensatory time must be taken within the work year the overtime
9 /compensatory time was earned. An employee may not accumulate more than a bank of
10 twenty (20) hours of total compensatory time in lieu of overtime. If the compensatory time
11 cannot be or is not taken within the work year, the employee must be paid at the appropriate
12 rate at the end of the work year. Overtime is defined as those hours worked beyond forty
13 (40) hours in a one week period.
14
- 15 E. Time accrued under forty (40) hours per week will be compensated on an hour basis (straight
16 time). Time earned beyond forty (40) hours per week will be taken at one and one-half (1½)
17 hours of compensatory time for each hour worked.
18

19 **Section 6.11.**

20 All hours worked on the sixth (6th) day shall be compensated at the rate of one and one-half (1½) times
21 the employee's base pay. This shall not include hours spent in in-service training as per Section 9.3.5.
22 Such hours shall be compensated at regular time in accordance with Section 9.3.5 or 9.3.7 unless
23 employee exceeds a forty (40) hour workweek. All hours worked on the seventh (7th) day shall be
24 compensated at the rate of two (2) times the employee's base pay.
25

26 **Section 6.12.**

27 Employees called back on a regular work day or called on the sixth (6th) or seventh (7th) consecutive
28 work day shall receive no less than two (2) hours pay at the appropriate rate.
29

30 **Section 6.13.**

31 Employees selected for or appointed to school or District committees shall be paid their regular hourly
32 wage. If total work hours exceed forty (40) hours during one (1) week, the overtime rate shall apply.
33
34
35

36 **ARTICLE VII**

37 **HOLIDAYS AND VACATIONS**

38 **Section 7.1. Holidays.**

39 All twelve (12) month employees shall receive the following paid holidays:
40
41

- | | | |
|----|--------------------------------|--|
| 42 | 1. New Year's Day | 7. Veterans' Day |
| 43 | 2. Martin Luther King, Jr. Day | 8. Thanksgiving Day |
| 44 | 3. Presidents' Day | 9. Day after Thanksgiving Day |
| 45 | 4. Memorial Day | 10. Day before or after Christmas |
| 46 | 5. Independence Day | 11. Christmas Day |
| 47 | 6. Labor Day | 12. Day before or after New Year's Day |
| 48 | | |



1
2 Less than twelve (12) month employees shall receive the following paid holidays:

- 3
4 1. Martin Luther King, Jr. Day 7. Thanksgiving Day
5 2. Presidents' Day 8. Day after Thanksgiving Day
6 3. Memorial Day 9. Christmas Day
7 4. Independence Day (for employees with 210 or more work days)
8 5. Labor Day
9 6. Veteran's Day

10
11 **Section 7.2.**

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

15
16 **Section 7.3. Unworked Holidays.**

17 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the
18 time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either
19 his/her last scheduled shift preceding the holiday or his/her first scheduled shift succeeding the holiday,
20 and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this
21 requirement will occur if the employee can furnish proof satisfactory to the District that because of
22 illness he/she was unable to work on either of such shifts, and his/her absence previous to such holiday
23 by reason of such illness has not been longer than thirty (30) regular work days.

24
25 **Section 7.4. Worked Holidays.**

26 Twelve (12) month employees who are required to work on the above described holidays shall receive
27 the pay due them for the holiday, plus their base rate for all hours worked on such holidays, unless the
28 employee starts to work at 6:00 p.m. or thereafter on that date. Other employees shall be compensated at
29 time and one-half for hours actually worked on the above described holidays.

30
31 **Section 7.5. Holidays During Vacation.**

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

35
36 **Section 7.6.**

37 The vacation credit to which twelve (12) month employees shall be entitled shall be computed in
38 accordance with Section 14.1., and the following: An employee with one (1) year of service shall earn
39 twelve (12) days paid vacation credit. An employee shall earn one (1) additional day per year after the
40 first year up to a maximum of twenty (20) days. For every regular work day from which an employee is
41 absent on vacation, sick leave, bereavement leave or personal leave, the hours of the employee's normal
42 work shift shall be credited as if worked.

43
44 **Section 7.7.**

45 Eligibility for use of vacation credit shall be determined as follows: A twelve (12) month employee
46 becomes eligible to use his/her vacation credit after six months of working in the twelve (12) month
47 position. Time on layoff and time on authorized leave of absence will not be counted as continuous
48 service for the purpose of establishing and retaining anniversary dates. Any vacation days currently due,



1 but unused by the employee's anniversary date each year, may be carried over for one (1) year following
2 the anniversary date. No vacation may be carried over for more than one (1) year beyond the date on
3 which it became due; provided, however, no employee shall be denied accrued vacation benefits due to
4 District employment needs.

5
6 **Section 7.8.**

7 For the purpose of determining eligibility for paid holidays and vacations pursuant to this Article, twelve
8 (12) month employees shall be defined as those persons who actually work or are on the job a minimum
9 of two hundred twenty (220) days per year.

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13 **ARTICLE VIII**
14
15 **LEAVES**
16

17 **Section 8.1. Sick Leave.**

18 Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided,
19 however, that no employee shall accumulate more than one hundred eighty (180) days total or less than
20 eleven (11) days of sick leave per school year, or at least that portion of eleven (11) days which
21 represents the relationship between days worked and the amount of days normally worked in a full
22 school year.

23
24 Sick leave shall be vested when earned and may be accumulated from year to year. The District shall
25 project the number of annual days of sick leave at the beginning of the school year. Sick leave benefits
26 shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift at the
27 time sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily
28 basis.

29
30 Sick leave with pay will be allowed when an employee is unable to perform his/her duties because of:

- 31
32 A. Personal illness, injury or pregnancy;
- 33
34 B. Appointments with medical or dental doctors or other legally recognized practitioners to prevent
35 illness or preserve health of the employee which cannot be scheduled outside work hours; or
- 36
37 C. Health conditions of family members as required by RCW 49.12.270 as currently or hereafter
38 amended (e.g. child, spouse, parent, parent-in-law or grandparent) or the serious health condition
39 of a grandchild.

40
41 As part of the sick leave provisions, each employee shall be granted three (3) personal leave days per
42 year. These days may be taken at the employee's discretion and reasons need not be given. Personal
43 leave days are not accumulated. Personal leave days shall not be used on days immediately preceding or
44 following holidays or vacation periods, nor to extend other leaves, except for religious holidays or
45 extraordinary family related events (e.g., weddings or graduations) where scheduling the event is outside
46 the control of the employee and with approval from Human Resources. These days will be charged to
47 sick leave.



1 The District shall provide each employee with a monthly report of his/her accumulated leave and all
2 transactions concerning his/her leave days within that period of time.

3
4 Upon return to employment with the District, any former employee shall be credited with the balance of
5 unused leave accumulated at the time of termination of his/her employment with the District.

6
7 An employee who has exhausted his/her accumulated sick leave and who is unable to perform the duties
8 because of personal illness, maternity or other disability shall, upon request, be granted additional leave
9 without pay. Application for sick leave without pay and for renewal of sick leave without pay shall be
10 made in writing to the Superintendent, accompanied by a doctor's verification and estimated time of
11 recovery. The District reserves the right to require reasonable proof of illness.

12 The returning employee may return to the same position provided the return from paid or
13 uncompensated sick leave is within one (1) scheduled work year. Absences beyond one (1) scheduled
14 work year will be according to the provisions of Section 8.5, Leave of Absence.

15
16 After an absence of four (4) consecutive days, an employee may be asked to provide verification from a
17 health care professional.

18
19 **Section 8.1.1. Sick Leave Buy Back.**

20 Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a
21 ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the
22 employees' option, they may apply for their unused sick leave days in January of the school year
23 following any year in which a minimum of sixty (60) days of sick leave is accrued and each
24 January thereafter, at a rate equal to one day's monetary compensation to the employee for each
25 four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be
26 reduced four (4) days for each day compensated.

27
28 At the time of separation from school district employment due to retirement* or death, an eligible
29 employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's
30 current monetary compensation to the employee for each four (4) full days accrued sick leave for
31 illness or injury.

32
33 *For the purposes of this provision, retirement shall be defined as when an employee is eligible
34 to receive benefits under the Public Employment Retirement system.

35
36 **Section 8.1.2.**

37 Employees shall be entitled to utilize family leave consistent with State and Federal regulations
38 and Board Policy 5310.

39
40 **Section 8.1.2.1.**

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



1 **Section 8.2. Bereavement Leave.**

- 2
- 3 A. Up to five (5) days leave for the death of a spouse, domestic partner, mother, father, son,
4 daughter, step-son, step-daughter, mother-in-law, father-in-law, sister, brother, grandparents, a
5 member of the educator’s household, or any family member as defined in RCW 49.46.210 shall
6 be granted.
- 7
- 8 B. Up to one (1) day maximum leave for funerals of other relatives or close friends shall be granted.
- 9
- 10 C. Such leave shall not be accumulated.
- 11
- 12 D. If an employee needs more leave than provided in paragraph A or B, the employee shall contact
13 Human Resources who will process the request for approval.
- 14

15 **Section 8.3. Judicial Leave.**

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

20

21 **Section 8.4. Professional Conferences and Meetings.**

22 All substitutes, travel and per diem expenses will be paid by the District in instances where the employee
23 is requested by the District to represent the District at professional conferences, meetings, symposiums
24 and seminars. Employees who voluntarily attend such meetings and conferences may be partially
25 reimbursed for attendance at such activities subject to the approval of the Superintendent.

26

27 **Section 8.5. Leave of Absence.**

28 Upon recommendation of the immediate supervisor through administrative channels to the
29 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of
30 absence for a period not to exceed the remainder of one (1) year (September-August). Request for such
31 leave is to be made in writing. A leave of absence is to be requested and granted only for a specific
32 period of time and, when granted, will be without compensation. Such leave may be for the purpose of
33 the health care of a family member with a serious health condition or a newborn or education, etc.

34

35 The returning employee will not necessarily be assigned to the identical position occupied before the
36 leave of absence. However, provided a vacancy exists for which the employee is qualified, the
37 employee shall be reinstated to a position equivalent in duties and salary to that held at the time the
38 request for leave of absence was approved.

39

40 Upon returning from leave of absence, the employee's seniority shall be adjusted by removing the leave
41 of absence time from total service time unless the leave was due to personal disability or lasted less than
42 ten (10) working days.

43

44 **Section 8.6.**

45 The employee will retain accrued sick leave and vested vacation rights while on leave of absence
46 without pay. However, vacation credits and sick leave shall not continue to accrue while the employee
47 is on leave of absence without pay.

48

1 **Section 8.7. Leave Share Provisions.**

- 2
- 3 A. Employees are granted the right to donate sick leave/annual leave to come to the aid of another
- 4 employee who has been called to active military service or exhausted his/her sick leave
- 5 provisions and who is suffering from an extraordinary or severe illness, injury, impairment or
- 6 physical or mental condition which is life threatening and which has caused or is likely to cause
- 7 the employee to take leave without pay or terminate his or her employment.
- 8
- 9 B. Employees requesting the use of donated sick leave/annual leave must complete the appropriate
- 10 form identifying the number of sick leave days needed. A doctor's verification must be provided.
- 11
- 12 C. The leave recipient shall be paid his or her regular rate of pay; therefore, one (1) hour of shared
- 13 leave may cover more or less than one (1) hour of the donor to the recipient.
- 14
- 15 D. Sick leave donors must have an accumulated sick leave balance of more than 176 hours and the
- 16 transfer of sick leave donation will not cause the accumulated leave to go below 176 hours. A
- 17 minimum balance of ten (10) annual leave days must be maintained.
- 18
- 19 E. While an employee is on donated leave, he/she shall be classified as an employee and receive the
- 20 same treatment in respect to salary, wages, and employee benefits as the employee would
- 21 normally receive if using accrued annual leave or sick leave.
- 22
- 23 F. The District procedures for transfer and accountability of the sick leave/annual leave donations
- 24 will be followed. The provisions in this section and in the procedures will follow the regulations
- 25 established in WAC 392-126.
- 26
- 27
- 28

29 **ARTICLE IX**

30 **WORKING CONDITIONS**

31

32

33 **Section 9.1. Safe Working Conditions.**

34 Employees are encouraged to report safety and health concerns to their immediate supervisor promptly,

35 whether the concern relates to people or facilities. If the employee does not feel supported at this level,

36 the concern should be raised with the building safety committee, the District safety committee, or the

37 negotiations team identified in Section 5.1. The District will also follow RCW 28A.320.125, as

38 applicable.

39

- 40 A. The parties acknowledge that it is the obligation of the public schools to educate all students,
- 41 including students who may be dangerous or violent. Nevertheless, it is reasonable for
- 42 employees to expect appropriate support for dealing with such students, which may include
- 43 (depending on the nature of the employee's position and the threat) specialized training,
- 44 information sharing, protective equipment or student consequences consistent with the student's
- 45 educational program and legal rights. Employees will be notified of the emergency response
- 46 procedures for the building(s) in which they work.
- 47

1 Each building will have a set(s) of walkie-talkies for employee use and communication when
2 working with students outside of the classroom and not within communication range of another
3 staff member.

4
5 The District recognizes that providing sufficient staffing, guidance, support and training to those
6 employees, is a necessary component to ensuring the safety in our building settings. In situations
7 where there is an escalation in the dangerous behavior of a student, the student services
8 department will work to identify needed guidance, support and training and/or a modification in
9 assignment of staff to work with that student. This will also include ensuring that paraeducators
10 are provided appropriate information to respond to student behavior (behavior plans, health
11 plans).

12
13 In the event an adult is injured by a student, employees will file an incident report with copies
14 filed with HR. The incident shall also be reported to Student Services.

15
16 Training opportunities related to student behavior will be provided prior to the school year with
17 an opportunity for additional training through the school year. Such training may vary building to
18 building in order to best support the current needs of staff and students. This may include de-
19 escalation training or other programs proven to be effective in working with students with
20 significant behavior issues. The District will also continue to explore the most effective training
21 to support staff in in working with students.

22
23 B. The District will establish and enforce policies and procedures which enable employees to
24 administer medications and medical plans in a safe working environment.

25
26 C. The District shall acknowledge work orders in writing and endeavor to correct problems brought
27 to its attention as soon as practicable under the circumstances.

28
29 **Section 9.2. Evaluation.**

30 Each employee shall be evaluated annually. Such evaluation shall be in writing and discussed with the
31 employee prior to its filing in the employee's personnel file. Strengths of employee performance will be
32 stated in specific terms. Deficiencies recorded by the evaluator in the work performance of an employee
33 shall be stated in specific terms and the evaluator shall provide the employee with specific, reasonable,
34 written recommendations for improvement. The employee will sign the evaluation report, but the
35 employee's signature does not, however, necessarily imply that the employee agrees with the contents of
36 the evaluation report. The employee shall be allowed to make written comments of the evaluation
37 report. The employee may request or provide information to be placed in his/her personnel file
38 regarding additional job duties, responsibilities and office equipment used.

39
40 Further, if the employee feels that the evaluation is biased or not a true representation of the facts, the
41 employee may request a review by the personnel director.

42
43 **Section 9.3. Professional Training and In-Service.**

44
45 **Section 9.3.1.**

46 The parties recognize that professional training for clerical unit employees is desirable. Each
47 clerical unit employee will be eligible for an allocation of training funds for approved
48 professional training in the amount of four hundred dollars (\$400), up to a total unit allocation of

1 twelve thousand dollars (\$12,000). Professional training shall include, but not be limited to, in-
2 service, workshops, community college and college classes. With prior approval from the
3 employee's supervisor, funds will be allocated for reimbursement of tuition/course fees, mileage
4 expenses and course materials. Employees are encouraged to work with their supervisor to
5 identify courses related to the employee's current position or opportunities for future career
6 growth. Other program budgets will still continue to be used for required training, per subsection
7 9.3.3. below.

8
9 **Section 9.3.2.**

10 Any unused funds each year shall be used by the District for District-directed staff development
11 for members of the clerical unit.

12
13 **Section 9.3.3.**

14 District required in-service training shall entitle the employee to receive the employee's hourly
15 rate of pay for each hour of such in-service attended beyond the employee's normal work day.

16
17 **Section 9.3.4.**

18 Employees who have requested to attend training courses, seminars, or conferences and who
19 have received prior District approval shall suffer no loss of regular salary if the course requires
20 them to attend on their regular District employment time.

21
22 **Section 9.3.5.**

23 The District agrees to compensate employees at their regular hourly rate of pay for all District
24 required and directed staff development opportunities which take place outside of the regular
25 work day. To receive compensation, the employee must have prior approval from their
26 supervisor. In the event such development opportunities cause an employee to exceed forty (40)
27 hours per week, overtime shall be paid.

28
29 **Section 9.3.6.**

30 Employees requested to attend committee meetings, will be paid for hours worked outside of the
31 employee's regular working day or the employee may flex hours with supervisor approval.

32
33 **Section 9.3.7.**

34 Employees may timesheet up to one (1) hour per month to attend a building staff meeting, if such
35 meeting occurs outside of the employee's regular working hours, payable at the employee's
36 regular hourly rate of pay. Such additional time must be accomplished in a manner that does not
37 trigger overtime.

38
39 **Section 9.3.8. Professional Development and Continuing Education.**

40
41 For the 2021-22 and 2022-23 school years, the following will apply:

- 42
43
- 44 • Fourteen (14) hours will be scheduled on the District calendar for optional participation in
45 back-to-school activities for employees not already scheduled to work on those days as
46 part of their regular work calendar.
 - 47 • An additional fourteen (14) hours are available to each paraeducator and instructional
support employee to fulfill training required under the paraeducator certificate program.

1 If the legislature determines to not maintain paraeducator certificate training at the 2020-
2 21 levels, the District may opt to authorize only two days of professional development.
3 • Seven (7) hours available for self-identified professional development, including
4 attendance at building staff meetings, for all employees. Such time must be used for
5 District-approved professional development and/or staff meetings agreed upon with the
6 employee's supervisor.

7 Such work must be completed in a manner that does not trigger overtime compensation or, with supervisor
8 or program (where applicable) approval, the employee may be released from their normal duties to attend
9 training for these seven (7) hours.

10 **Section 9.4. Seniority.**

- 11
- 12
- 13 A. **Definition.** Seniority is defined as the employee's length of continuous service with the District
14 computed from the time such employee began bargaining unit work. Employees on leave due to
15 industrial injury shall not be negatively affected by this section.
- 16
- 17 B. **Termination of Seniority.** An employee's seniority shall be lost for any of the following reasons:
18 1. Discharge for cause;
19 2. Resignation;
20 3. Voluntary layoff (in excess of one year);
21 4. Involuntary layoff (in excess of two [2] years).
- 22

23 **Section 9.5. Probationary Period.**

24 An employee is probationary for the first sixty (60) work days within the bargaining unit. At the end of
25 forty-five (45) work days, the District shall complete and discuss with the employee a written evaluation
26 report. The employee will sign the evaluation report, but the employee's signature does not, however,
27 necessarily imply that the employee agrees with the contents of the evaluation report. The employee
28 shall be allowed to make written comments concerning the evaluation report. Deficiencies recorded by
29 the evaluator in the work performance of an employee shall be stated in specific terms and the evaluator
30 shall provide the employee with specific, reasonable written recommendations for improvement. An
31 agreement to extend the probationary period beyond sixty (60) working days shall be agreed to in
32 writing by Association.

33

34 Further, probationary employees shall have no seniority rights and may be discharged with or without
35 cause at the discretion of the District. Probationary employees shall receive no preferential treatment
36 over non-probationary employees.

37

38 **Section 9.5.1. Trial Service Period.**

39 Employees filling openings shall serve another probationary period of sixty (60) work days;
40 provided, however, that in the event the District determines not to retain the employee in the
41 position, such employee shall have the right to return to the former position or one of a
42 substantially similar nature. The trial service period evaluation document used for this purpose
43 shall be maintained in the supervisor's working file and not the employee's personnel file. This
44 trial service period document shall be removed at the end of the school year or the end of the
45 employee's trial service period, whichever is later.

46

1 **Section 9.6. Job Openings and Vacancies.**

2 All openings shall be posted on the District’s website for five (5) workdays. The District will endeavor
3 to post and fill all open positions within forty-five (45) calendar days of when the District determines
4 that the position is open. The Association will be provided information regarding any open position that
5 has not been filled within forty-five (45) calendar days of the initial determination that the position is
6 open.

7
8 Employees who desire consideration for the posted opening shall apply through the District’s online
9 applications system within the posting period. Employees bidding for openings shall be notified in
10 writing as to their acceptance or rejection. An employee shall be given the reason for rejection upon the
11 employee's request.

12
13 **Section 9.7. Promotions.**

14 The District and Association have a joint commitment to hiring and promoting the best qualified
15 employees. The employee with the earliest hire date shall have preferential rights regarding promotions
16 and assignment to new or open jobs or positions unless a junior employee demonstrates substantially
17 greater abilities and performance. A battery of District-designed basic skills tests, vetted and managed
18 by the Human Resources Office, may be used to assess whether the applicant meets the skill(s)
19 requirement based on the essential elements of the job description posted.

20
21 The District’s determination of abilities and performance will be based on the following factors from a
22 fair and objective hiring process and weighted accordingly:

- 23 ○ Interview and Team Overall Impression 45%
- 24 ○ Test Scores 35%
- 25 ○ Reference Checks and Evaluations 20%
- 26 (including prior discipline or performance concerns)
- 27
- 28

29 If the District determines that seniority rights should not govern because the junior employee possesses
30 substantially greater ability and performance as demonstrated by a total score of at least fifteen percent
31 (15%) greater than a senior employee or employees, the District will inform the employee(s) verbally of
32 this decision.

33
34 Within seven (7) school business days of a request, the District shall set forth to the employee or
35 employees and the organization’s grievance chairperson its reasons why the senior employee or
36 employees was not selected. Prior to filing a grievance, the bypassed employee(s) shall request a
37 meeting with the Human Resources administrator to discuss the reasons for the non-selection. The
38 Association and/or employee shall set out in writing the reasons why the District’s decision doesn’t meet
39 the standard for bypass set forth above prior to filing a grievance. The date of this meeting shall serve as
40 the date of occurrence for Step One (Section 12.2.1.) of the grievance process.

41
42 **Section 9.8. Reduction, Layoff and Recall.**

- 43 1. Step 1: If the District determines that it needs to reduce the programs or positions of a
44 regular employee (Section 9.14.A.) more than one (1) hour per day, the District shall reduce
45 or eliminate the hours of the least senior employee(s) in the affected job title and level in the
46 building (as listed in Schedule A). However, for the purposes of this section only,
47 paraeducators shall be treated as a group, by level and within the building, unless a special
48 certification or education is required.



1
2 If an employee loses his or her entire position, the following procedures will apply. These
3 procedures do not apply to circumstances when an employee has his or her hours reduced,
4 but not eliminated.

- 5
6 2. Step 2: An employee whose hours were eliminated in step one may choose to displace a less
7 senior employee who is the least senior employee with the same or within one hundred eighty
8 (180) fewer annualized hours as the displaced employee, in any job title with an equal or
9 lower pay rate for which the displaced employee meets the minimum qualifications. In
10 addition, the employee whose hours were eliminated in Step One may also choose to displace
11 one of the two more junior employees (to the employee selected for bumping), if any, with
12 the same or within one hundred eighty (180) fewer annualized hours as the displaced
13 employee, in any job title with an equal or lower pay rate for which the displaced employee
14 meets the minimum qualifications. (Functionally, the District and Association will start by
15 excluding from the seniority list all employees in job titles with higher pay rates, more
16 annualized hours or minimum qualifications that the displaced employee does not meet.
17 Then, start from the bottom of the seniority list and work up to the first employee within one
18 hundred eighty (180) annualized hours. Then, looking back down the list of positions, the
19 employee will also be offered the positions of the next two (2) more junior employees, if any,
20 with the next closest annualized hours in positions meeting the above criteria.)
21
- 22 3. Step 2a: If no less senior employee has the same, or within one hundred eighty (180) fewer
23 annualized hours, the displaced employee may displace the least senior employee with the
24 closest fewer number of annualized hours as the displaced employee in any job title with an
25 equal or lower pay rate for which the displaced employee meets the minimum qualifications.
26 In addition, the employee whose hours were eliminated in Step One may also choose to
27 displace one of the two more junior employees (to the employee selected for bumping), if
28 any, with the same or within one hundred eighty (180) fewer annualized hours as the
29 displaced employee, in any job title with an equal or lower pay rate for which the displaced
30 employee meets the minimum qualifications. (Functionally, the District and Association will
31 start by excluding from the seniority list all employees in job titles with higher pay rates,
32 more annualized hours or minimum qualifications that the displaced employee does not meet.
33 Then, start from the bottom of the seniority list and find the employee with the closest
34 number of annualized hours. Then, looking back down the list of positions, the employee
35 will also be offered the positions of the next two more junior employees, if any, with the next
36 closest annualized hours in positions meeting the above criteria.)
37
- 38 4. Step 3: An employee who is displaced by a more senior employee in accordance with the
39 procedures above may choose to displace a less senior employee who is the least senior
40 employee with the same or within one hundred eighty (180) fewer annualized hours as the
41 displaced employee, in any job title with an equal or lower pay rate for which the displaced
42 employee meets the minimum qualifications. In addition, the employee whose hours were
43 eliminated in Step One may also choose to displace one of the two more junior employees (to
44 the employee selected for bumping), if any, with the same or within one hundred eighty (180)
45 fewer annualized hours as the displaced employee, in any job title with an equal or lower pay
46 rate for which the displaced employee meets the minimum qualifications. (Functionally, the
47 District and Association will start by excluding from the seniority list all employees in job
48 titles with higher pay rates, more annualized hours or minimum qualifications that the

1 displaced employee does not meet. Then, start from the bottom of the seniority list and work
2 up to the first employee within one hundred eighty (180) annualized hours. Then, looking
3 back down the list of positions, the employee will also be offered the positions of the next
4 two more junior employees, if any, with the next closest annualized hours in positions
5 meeting the above criteria.)
6

- 7 5. Step 3a: If no less senior employee has the same, or within one hundred eighty (180) fewer
8 annualized hours, the displaced employee may displace the least senior employee with the
9 closest fewer number of annualized hours as the displaced employee. In addition, the
10 employee whose hours were eliminated in Step One may also choose to displace one of the
11 two more junior employees (to the employee selected for bumping), if any, with the same or
12 within one hundred eighty (180) fewer annualized hours as the displaced employee, in any
13 job title with an equal or lower pay rate for which the displaced employee meets the
14 minimum qualifications. (Functionally, the District and Association will start by excluding
15 from the seniority list all employees in job titles with higher pay rates, more annualized hours
16 or minimum qualifications that the displaced employee does not meet. Then, start from the
17 bottom of the seniority list and find the employee with the closest number of annualized
18 hours. Then, looking back down the list of positions, the employee will also be offered the
19 positions of the next two (2) more junior employees, if any, with the next closest annualized
20 hours in positions meeting the above criteria.)
21
- 22 6. Step 4: Step 3 will be repeated until there is no employee left to displace. For Steps 2, 2a
23 and 3, upon notification of the options available for placement, the displaced employee will
24 have twenty four (24) hours to opt to displace another employee or select voluntary layoff.
25 Human Resources will attempt to contact displaced employees for three (3) business days and
26 if unable to make contact will move to the next employee on the list. Employees shall
27 provide the Human Resources office with updated contact information for this purpose.
28
- 29 7. If a displaced employee chooses not to exercise their right to displace another employee
30 under steps 2 through 4 (voluntary layoff), or if there is no employee left to displace, the
31 employee shall be laid off (involuntary layoff). If more than one (1) employee is subject to
32 layoff at one time, these procedures shall be applied in order of seniority (most senior
33 employee is placed first).
34
- 35 8. Displaced employees choosing to bump into a different position shall serve another
36 probationary period of sixty (60) work days; provided, however, that in the event the District
37 determines not to retain the employee in the position, such employee shall have the right to
38 be placed on involuntary layoff.
39
- 40 9. While an employee is in involuntary layoff status, he or she will continue to accrue seniority
41 for a period not to exceed two (2) years.
42

43 **Section 9.9. Retention of Seniority.**

44 An employee transferred out of the bargaining unit shall retain, but not accumulate, seniority, and may
45 return to the bargaining unit upon request.
46

47 **Section 9.10. Seniority Lists.**

48 A copy of the seniority list prepared by the District once a year shall be mailed to the Association.

1
2 **Section 9.11. Lateral Transfers.**

3 Lateral transfers shall be by mutual agreement between the District and the employee. Such transfers
4 shall be restricted to the same group and job title. Section F does not relate to a promotion situation,
5 which is covered in Section 9.7 or a reassignment in a layoff situation under Section 9.8.
6

7 **Section 9.12. Program Moves.**

8 If the District makes the determination to move a program from one location to another or to divide an
9 existing special services program into multiple sites, the desire of the parties is for staff to remain with
10 that program. Staff assigned to the program will be allowed to choose whether to move to the new
11 program location(s) in order of seniority, so long as the assignment meets the educational needs of the
12 program. *A student or IEP does not constitute a program.
13

14 **Section 9.13.**

15 Seniority shall prevail with respect to shift preference, special projects, overtime and vacation time
16 preference.
17

18 **Section 9.14.**

19 Employees on involuntary layoff hired as a substitute during the period of layoff will be paid their
20 permanent pay rate as defined in Section 9.14.A. Should an employee turn down an offer of regular
21 employment and go on voluntary layoff, he or she will be paid the substitute pay rate pursuant to Section
22 16.4 of the Agreement. Employees awarded a position receive permanent pay from the first day they are
23 awarded the position.
24

25 **Section 9.15. The Four Categories of Employment:**

26 A. Permanent Employment:

- 27 1. Regular full-time: an employee who is employed for forty (40) hours per week for
28 the full twelve (12) month calendar year (2,080), from year to year.
29 2. Regular part-time: an employee who is employed for less than forty (40) hours per
30 week or 2,080 hours per year, from year to year.

31 Permanent positions will be reposted after the original incumbent's rights have been terminated
32 and the District authorizes the continuance of the permanent position.
33

34 B. Substitute Employment: Individuals employed on a day to day basis to 1) replace another
35 employee who is on authorized leave or 2) fill vacant positions while a permanent replacement is
36 being sought (per Section 9.6.) up to the end of the school year or the position is filled whichever
37 occurs first.
38

39 C. Leave Replacement Employment: When the needs are best served and at the request of the
40 District and agreement by the employee; employees may be reassigned from their current
41 position to fill positions, with greater hour or rate of pay, within the same program due to an
42 approved leave of absence. Seniority, along with other factors, will be considered in determining
43 which employee is offered reassignment. Such employment will retain all contractual rights and
44 shall have the right to return to his/her former position at the end of the assignment.
45

46 D. Short-Term Employment: A short term employee is an employee who is assigned to a position
47 that in good faith, is projected to exist for a period not to exceed sixty (60) work days and cannot
48 be accommodated within the schedules of employees at a particular worksite. The Association

1 President shall be informed of such assignment and its purpose. The Association and the District
2 may mutually agree to extend the assignment beyond sixty (60) work days when there are
3 extenuating circumstances. Short-term employees shall have rights under Article XIV and XV
4 only of the bargaining unit. Short-term employees will establish a seniority date for the purpose
5 of new or open positions (but not layoff or reduction in hours) until December 31 of the next
6 school year.

7
8 **Section 9.16. Disciplinary Procedures and Termination of Employment.**

- 9 A. The District agrees that discharges shall be only for just cause.
10
11 B. Non-probationary employees who are laid off shall receive one (1) week written notice or pay in
12 lieu thereof. Employees discharged will be given one (1) week written notice or pay in lieu
13 thereof except in extraordinary circumstances which warrant no notice or pay-in-lieu.
14
15 C. Vacation time accrued but not taken by twelve (12) month employees shall be paid upon
16 termination; provided, however, employees who voluntarily terminate and fail to give the District
17 at least two (2) weeks written notice shall forfeit any accrued vacation due.
18
19 D. The specific grounds forming the basis for disciplinary action will be made available to the
20 employee in writing upon request.
21
22 E. The District agrees to follow a policy of progressive discipline when appropriate which may
23 include verbal warning, reprimand, suspension without pay; non-renewal or discharge would be
24 the last resort.
25
26 F. An employee shall have the right to have one individual of their choice present when being
27 formally reprimanded or disciplined. Formal disciplinary action shall be for just cause.
28

29 **Section 9.17. Hiring Committee.**

30 As often as possible, hiring administrators will include an employee from a bargaining unit position in
31 interview teams when hiring for a bargaining unit position.
32
33
34

35 **ARTICLE X**

36 **INSURANCE AND RETIREMENT**

37
38
39 **Section 10.1.**

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

43 **Section 10.2.**

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



1 **Section 10.3.**

2 In determining whether an employee subject to this Agreement is eligible for participation in the
3 Washington State Public Employee's Retirement System, the District shall report all hours worked,
4 whether straight time, overtime, or otherwise.

5
6 **Section 10.4.**

7 The parties agree to meet in labor management to revise the insurance benefits section of this agreement
8 to bring the contract into compliance with a legislative mandate, if any regarding coverage under the
9 School Employee Benefits Board.

10
11
12
13 **ARTICLE XI**

14
15 **UNION MEMBERSHIP AND CHECKOFF**

16
17 **Section 11.1.**

18 PSE will provide a list of those members who have agreed to union membership. In addition, upon
19 request, the District shall have access to view or obtain a copy of the membership authorization. PSE
20 will be the custodian of the records related to union membership/dues deduction authorization. PSE
21 agrees that as the custodian of records, it has the responsibility to ensure the accuracy and safe-keeping
22 of those records.

23
24 **Section 11.2.**

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

29
30 The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in
31 writing to PSE by the employee. Upon receiving an authorization form, the employer will start
32 deductions for the new members for the next available payroll period, according to the usual
33 administrative cycle. The Association will refund any amount of dues that are paid to it in error.

34
35 **Section 11.3.**

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



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ARTICLE XII

GRIEVANCE PROCEDURE

Section 12.1.

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. Failure to comply with the steps and timeliness so stipulated will result in the grievance being invalid and subject to no further processing.

Section 12.2. Grievance Steps.

Section 12.2.1. Step One.

The employee or the Association representative 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 grievances not brought to the immediate supervisor in accordance with the preceding sentence within fifteen (15) working days of the occurrence of the grievance shall be invalid and subject to no further processing. The supervisor has five (5) working days to respond from the date of receipt of Step One-Verbal.

Section 12.2.2. Step Two.

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall, within ten (10) working days of the response at Step One, reduce to writing a statement of the grievance containing the following:

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

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

Section 12.2.3. Step Three.

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

Section 12.2.4. Arbitration.

If no settlement has been reached within the ten (10) working days referred to in the preceding subsection, and the Association believes the grievance to be valid, the Association may demand arbitration of the grievance within twenty (20) working days of the receipt of the answer at Step



1 three utilizing the Voluntary Labor Arbitration Rules of the American Arbitration Association.
2 The arbitrator's award shall be final and binding upon all parties.

3
4 **Section 12.2.5. It is agreed that:**

- 5
6 A. The Arbitrator shall have no power to alter, add to or subtract from the terms of this
7 Agreement.
8 B. The fees and expenses of the Arbitrator shall be equally shared by the parties.
9

10 **Section 12.3.**

11 The grievance or arbitration discussions shall take place whenever possible on District time. The District
12 shall not discriminate against any individual employee or the Association for taking action under this
13 Article.
14

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17 **ARTICLE XIII**

18
19 **CLASSIFIED REVIEW BOARD**
20

21 **Section 13.1.**

22 The procedures in this Article will be followed for the reclassification of positions when new positions
23 are created or when substantive changes in duties and responsibilities occur in existing positions. The
24 purpose of the process is to ensure that positions are placed appropriately on the salary schedule.
25

26 **Section 13.2.**

27 The Classified Review Board (CRB) shall consist of four (4) members: two (2) PSE members and two
28 (2) administrative members. One (1) of the PSE selected members may rotate from a group of PSE
29 approved members. The Human Resources Director shall serve as a non-voting resource to the CRB and
30 provide administrative support. Each party will be responsible for selection of its own members. The
31 parties shall attempt to have members serve and rotate off the CRB every two (2) years.
32

33 **Section 13.3.**

34 Employees, the Association, and/or the District may file an appeal of a classification with the CRB by
35 March 1 or whenever a “new position” is created. If desired, employees may request a pre-appeal
36 conference with the Personnel Director to review the rating system and its application to their specific
37 job. The CRB shall convene and meet with the employee after March 1. A decision regarding the
38 appeal shall be issued by the CRB within twenty (20) working days following the meeting with the
39 employee. The CRB will communicate the number of positions impacted and the associated financial
40 impact. Decisions of the CRB may be appealed by the District or the Association as an issue for
41 collective bargaining as a mutually agreed reopener or at the expiration of this Agreement.
42

43 **Section 13.4.**

44 The Classified Review Board will use a mutually agreed upon classification system to evaluate a
45 position. Employees are encouraged to bring as much information as they feel necessary for
46 clarification, which shall include proposed revisions to their job description. The CRB will interview
47 employees, observe an employee on the job if deemed necessary, provide a numerical rating of the
48 position, and properly place the position on the classification scale. All CRB members shall be trained



1 or retrained in the system prior to hearing appeals. Decisions will be made by consensus. The CRB will
2 decide whether a reclassification, if any, will affect a single employee, several employees, or all
3 employees within a job description.

4
5 **Section 13.4.1. Eligibility for Requesting a Reclassification.**

- 6 a. Any individual must have been compensated for at least twelve (12) months in his/her
7 current position before s/he is eligible to submit a request for reclassification.
8 b. Each request for reclassification will require a full submission of application materials.
9 c. The CRB will make exceptions to the eligibility criteria only in unusual and compelling
10 circumstances.

11
12 **Section 13.5.**

13 The District will initially establish the appropriate classification for newly created positions. The above
14 procedures will be followed to review the placement of all new positions within twenty (20) working
15 days of the position being filled.

16
17 **Section 13.6.**

18 Upward or downward reclassification of positions appealed by the District, the Association or an
19 employee shall be effective on the first day of the next school year.

20
21
22
23 **ARTICLE XIV**

24
25 **RATES OF PAY**

26
27 **Section 14.1. Rates of Pay.**

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

33
34 **Section 14.2. Salary Increases.**

35 Employees shall be paid in accordance with the rates on Schedule A. For the 2022-23 school year, the
36 base wage rates on Schedule A shall be increased by the state-funded inflationary adjustment as
37 described in RCW 28A.400.205 (IPD) plus one half percent (0.5%).

38
39 **Section 14.3. Double-Double Levy Failures.**

40 In the event of a double-double levy failure, the District will notify the Association at least twelve (12)
41 working days prior to implementing a reduction-in-force of bargaining unit employees to allow the
42 Association to provide input or alternatives to a reduction-in-force.

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ARTICLE XV

NO STRIKE / NO LOCK OUT

Section 15.1.

The Association agrees that there shall be no work stoppage or interruptions of regularly assigned duties during the life of this Agreement.

Section 15.2.

An employee's work year shall not be reduced as a result of another bargaining unit's strike.

ARTICLE XVI

SCOPE OF AGREEMENT

Section 16.1.

If any provision of the Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

Section 16.2.

This Agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of the District which are contrary to or inconsistent with the terms of this Agreement.

Section 16.3.

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

Section 16.4.

Relevant to Washington Public Employment Relations Commission Decision 2043 PECB, January 10, 1985, substitutes who work greater than thirty (30) days in the current school year shall be paid according to Schedule A. Rights of said substitutes identified shall be limited exclusively to those items in this Article.

ARTICLE XVII

DURATION

Section 17.1.

This Agreement shall remain in full force and effect from September 1, 2021 to August 31, 2023.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948
PENINSULA CLERICAL CHAPTER #623

PENINSULA SCHOOL DISTRICT #401

BY: _____
Toni Janovich, Chapter President

BY: _____
Karen Andersen, Chief Financial Officer

DATE: _____

DATE: _____



Schedule A
 Peninsula Clerical
 September 1, 2021 – August 31, 2022

2021-2022 SCHOOL YEAR - PENINSULA SCHOOL DISTRICT								
PSE CLERICAL, PARAEDUCATOR, & INSTRUCTIONAL SUPPORT SALARY SCHEDULE								
LANE	DESCRIPTION	STEP 1-2	STEP 3-4	STEP 5-9	STEP 10-14	STEP 15-19	STEP 20-24	STEP 25+
IS1	INSTRUCTIONAL SUPPORT I	\$19.97	\$20.57	\$21.19	\$21.83	\$22.48	\$23.15	\$23.84
IS2	INSTRUCTIONAL SUPPORT II	\$21.39	\$22.03	\$22.69	\$23.37	\$24.07	\$24.79	\$25.53
IS3	INSTRUCTIONAL SUPPORT III	\$23.07	\$23.76	\$24.47	\$25.20	\$25.96	\$26.74	\$27.54
IS4	INSTRUCTIONAL SUPPORT IV	\$24.01	\$24.73	\$25.47	\$26.23	\$27.02	\$27.83	\$28.66
IS5	INSTRUCTIONAL SUPPORT V	\$29.53	\$30.42	\$31.33	\$32.27	\$33.24	\$34.24	\$35.27
P1	PARAEDUCATOR I	\$19.97	\$20.57	\$21.19	\$21.83	\$22.48	\$23.15	\$23.84
P2	PARAEDUCATOR II	\$21.34	\$21.98	\$22.64	\$23.32	\$24.02	\$24.74	\$25.48
P3	PARAEDUCATOR III	\$22.98	\$23.67	\$24.38	\$25.11	\$25.86	\$26.64	\$27.44
P4	PARAEDUCATOR IV	\$23.90	\$24.62	\$25.36	\$26.12	\$26.90	\$27.71	\$28.54
P5	PARAEDUCATOR V	\$29.27	\$30.15	\$31.05	\$31.98	\$32.94	\$33.93	\$34.95
C1	CLERICAL I	\$20.87	\$21.50	\$22.15	\$22.81	\$23.49	\$24.19	\$24.92
C2	CLERICAL II	\$22.43	\$23.10	\$23.79	\$24.50	\$25.24	\$26.00	\$26.78
C3	CLERICAL III	\$24.09	\$24.81	\$25.55	\$26.32	\$27.11	\$27.92	\$28.76
C4	CLERICAL IV	\$25.12	\$25.87	\$26.65	\$27.45	\$28.27	\$29.12	\$29.99
C5	CLERICAL V	\$27.95	\$28.79	\$29.65	\$30.54	\$31.46	\$32.40	\$33.37
	CLERICAL/PARA/INST'L SUPPORT SUBSTITUTE (FIRST 30 SUB DAYS - 80% OF INST'L SUPPORT STEP 1)	\$15.98						
	CLERICAL/PARA/INST'L SUPPORT SUBSTITUTE (AFTER 30 SUB DAYS - 100% OF INST'L SUPPORT STEP 1)	\$19.97						



INSTRUCTIONAL SUPPORT I

HEALTHCARE MANAGER
HS LIBRARY ASSISTANT

INSTRUCTIONAL SUPPORT II

MS LIBRARY SPECIALIST
PHYSICAL THERAPY ASSISTANT
SPEECH LANGUAGE SPECIALIST

INSTRUCTIONAL SUPPORT III

ELL ASSISTANT/TUTOR

INSTRUCTIONAL SUPPORT IV

FAMILY SUPPORT SPECIALIST
OCCUPATIONAL THERAPY ASSISTANT
ECEAP INSTRUCTOR
ES LIBRARY TECHNICIAN

INSTRUCTIONAL SUPPORT V

BEHAVIOR INTRV'N SPECIALIST ASSISTANT
SIGN LANGUAGE INTERPRETER

PARAEDUCATOR I

ES/MS GEN-ED PROGRAM PARA
ES/MS RESOURCE PARA
ES/MS TITLE I PART A PROGRAM PARA
ES HICAP/PACE PROGRAM PARA
ES ECEAP PROGRAM PARA
ES PLAYGROUND SUPERVISION
ES CROSSING GUARD SUPERVISION
HS (PHS) CTE PROGRAM PARA

PARAEDUCATOR II

ES LAP PROGRAM PARA
HS RESOURCE PARA
HS (GHHS) CTE PROGRAM PARA
MS/HS TRAC PROGRAM PARA
MS DETENTION SUPERVISION

PARAEDUCATOR III

SPED PRESCHOOL PROGRAM PARA
SPED OPTIONS PROGRAM PARA
SPED ET&T PROGRAM PARA
SPED CTP PROGRAM PARA

PARAEDUCATOR IV

ES TRAC PROGRAM PARA

CLERICAL I

HS ATTENDANCE SPECIALIST
OFFICE ASSISTANT

CLERICAL II

CAREER CENTER SPECIALIST
SECRETARY I
- PHS MAIN OFFICE SECRETARY
- HS ATHLETIC SECRETARY
- HS COUNSELING SECRETARY
- MS SECRETARY
- ES SECRETARY
- STUDENT SERVICES SECRETARY
- HUMAN RESOURCES SECRETARY
- FACILITIES SECRETARY
- PIA SECRETARY

CLERICAL III

SECRETARY II
- GHHS MAIN OFFICE SECRETARY
- CTE SECRETARY
- TRANSPORTATION SERVICES SECRETARY
HEALTH TECHNICIAN
HUMAN RESOURCES GENERALIST
SUBSTITUTE SERVICES SPECIALIST
GRANTS/BUDGET ACCOUNTING SPECIALIST
TECHNOLOGY INVENTORY SPECIALIST

CLERICAL IV

ADMINISTRATIVE SECRETARY
HUMAN RESOURCES SPECIALIST
SCHOOL BOOKKEEPER
SCHOOL REGISTRAR

CLERICAL V

PAYROLL TECHNICIAN
PURCHASING ASSISTANT
ACCOUNTS PAYABLE TECHNICIAN
ACCOUNTING TECHNICIAN
OFFICE MANAGER
COMMUNITY USE SPECIALIST
SPED DATA/COMPLIANCE SPECIALIST
LICENSED PRACTITIONER NURSE

