

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
SOUTH WHIDBEY SCHOOL DISTRICT #206**

AND

**PUBLIC SCHOOL EMPLOYEES OF
SOUTH WHIDBEY SCHOOL DISTRICT**

SEPTEMBER 1, 2021 - AUGUST 31, 2023



Public School Employees of Washington / SEIU Local 1948

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DECLARATION OF PRINCIPLES

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

P R E A M B L E

27 This Agreement is made and entered into between South Whidbey School District Number 206
28 (hereinafter "District") and Public School Employees of South Whidbey School District, an affiliate of
29 Public School Employees of Washington (hereinafter "Association").

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

A R T I C L E I

R E C O G N I T I O N A N D C O V E R A G E O F A G R E E M E N T

Section 1.1.

42 The District hereby recognizes the Association as the exclusive representative of all employees in the
43 bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing
44 the interests of all such employees.
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1 **Section 1.2.**

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

5
6 **Section 1.3.**

7 The District shall provide the Association complete position descriptions for all employees subject to this
8 Agreement. Position descriptions that are newly created, changed or modified shall be negotiated
9 regarding hours, wages and working conditions.

10
11 **Section 1.4.**

12 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the
13 following general job classifications: Secretarial-Clerical, Paraeducators, Technicians, Nurse and Student
14 Support or any others as listed on Schedule A. EXCEPT: a total of six (6) positions, determined by the
15 District Office, not inclusive of the Business Manager.

16
17 **Section 1.4.1.**

18 Substitute employees who work thirty (30) or more days in the current or immediately preceding
19 school year and who continue to be available for work shall be included in the bargaining unit and
20 shall be paid at Step 1. No other provision of this Agreement shall apply unless it specifically and
21 expressly states its application to guest or substitute workers.

22
23 **Section 1.4.1.1.**

24 Retired employees who return as substitute employees shall receive full longevity credit on
25 Schedule A but shall not receive any other benefit set forth in this Agreement.

26
27
28 **ARTICLE II**

29
30 **RIGHTS OF THE EMPLOYER**

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33 **Section 2.1.**

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

42
43 **Section 2.2.**

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

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

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

Section 3.2.

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

Section 3.3.

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

Section 3.4.

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

Section 3.5.

Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability.

Section 3.6.

There shall be one (1) official personnel file for each employee. That file shall be stored at the District office. Employees, upon written request, shall be allowed to inspect their personnel files. Copies, at cost, shall be permitted. Employees shall be allowed to request the removal from their personnel files of any material deemed to be derogatory after one (1) year from the date of entry. Material or information that is at least two (2) years old and that did not result in any disciplinary action shall, with the approval of the Superintendent, be expunged from such files.

Section 3.7.

Materials concerning the employee's conduct, service, character or personality shall be placed in their personnel file after the employee has had an opportunity to read them. The employee shall acknowledge having read such material by signing the copy to be filed. The employee shall have the right to respond

1 with a signed and dated statement and have that statement permanently attached to the document in the
2 personnel file.
3

4 5 **ARTICLE IV**

6 7 **RIGHTS OF THE ASSOCIATION**

8 9 **Section 4.1.**

10 The Association has the right and responsibility to represent the interests of all employees in the unit; to
11 present its views to the District on matters of concern, either orally or in writing; to consult or to be
12 consulted with respect to the formulation, development, and implementation of industrial relations matters
13 and practices which are within the authority of the District; and to enter collective negotiations with the
14 object of reaching an agreement applicable to all employees within the bargaining unit.
15

16 **Section 4.2.**

17 The Association shall promptly be notified by the District of any grievances or disciplinary actions of any
18 employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles
19 contained herein. The Association is entitled to have an observer at hearings conducted by any District
20 official or body arising out of grievance and to make known the Association's views concerning the case.
21

22 **Section 4.3.**

23 The Association shall provide the District with adequate copies of the Agreement so that the District,
24 as part of the general orientation of each new employee, within the unit subject to this Agreement,
25 shall provide such employee with a copy of this Agreement.
26

27 **Section 4.4.**

28 The Association reserves and retains the right to delegate any right or duty contained herein to appropriate
29 officials of the Public School Employees of Washington State Organization.
30

31 **Section 4.5.**

32 The President of the Association and designated representatives will be provided time off to a maximum
33 of ten (10) days per year to attend regional or State meetings. Compensation for such meetings shall be as
34 determined by the District Administration. The Association shall give the District at least five (5) days
35 written notice of intent to use Association Leave. If the proposed leave would cause the District undue
36 hardship, the leave request may be denied.
37

38 **Section 4.6.**

39 The District shall provide Public School Employees of Washington with information regarding each
40 employee in the bargaining unit on a form mutually approved by the parties. The information shall be
41 made available no later than November 15 and April 15th and shall be supplemented and revised monthly
42 as changes occur.
43

44 **Section 4.7.**

45 Representatives of the Association, upon making their presence known to the District, shall have access to
46 the District premises during business hours, provided, that no conferences or meetings between employees
47 and Association representatives will in any way hamper or obstruct the normal flow of work. Employees
48 will make up any lost work time as soon as possible.

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Section 4.8. Bulletin Boards.

The District shall provide a bulletin board space in each school 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 posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

Section 4.8.1.

The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the Association.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are policies, programs, and procedures relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement.

Section 5.2.

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

Section 5.3.

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

Section 5.4.

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

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.

The Association will designate a Conference Committee of three (3) members who will meet with the Superintendent of the District and the Superintendent's representatives on a mutually agreeable basis to discuss appropriate matters.

1
2 **Section 6.1.1.**

3 The District and Association representatives will arrange sufficient time during working hours for
4 Association representatives to prepare an agenda for meetings scheduled with the Superintendent
5 in accordance with Section 6.1. The District will provide suitable space to conduct such meetings.
6 The parties shall allow adequate time to each other for the preparation and/or notification of
7 subjects to be discussed.
8

9 **Section 6.2.**

10 The Association representatives shall represent the Association and employees in meeting with officials of
11 the District to discuss appropriate matters of mutual interest. They may receive and investigate to
12 conclusion complaints or grievances of employees at any mutually agreed time and thereafter advise
13 employees of rights and procedures outlined in this Agreement and applicable regulations or directives for
14 resolving the grievances or complaints. They may not, however, continue to
15 advise the employee on courses of action after the employee has indicated a desire not to pursue a
16 grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion.
17 They may consult with the District on complaints without a grievance being made by an individual
18 employee.
19

20 **Section 6.2.1.**

21 Association representatives, when requested by the District, shall be granted time with pay for
22 meetings with the District. Representatives of the Association, discussing employee grievances
23 and other appropriate matters directly related to work situations, shall, if requested by the District,
24 make up any time away from their work station. Association representatives will guard against the
25 use of excessive time in handling such matters.
26

27 **Section 6.2.2.**

28 Time during working hours will be allowed Association representatives for attendance at meetings
29 with the District. Time will also be allowed for representatives to discuss with the employee's
30 grievances and appropriate matters directly related to work situations in their area or craft.
31 Association representatives will guard against the use of excess time in the handling of such
32 matters.
33

34 **Section 6.3.**

35 The District agrees to share the initial draft instructional calendar with PSE early in the process of
36 calendar development. Any comments from PSE will be considered prior to finalizing the calendar for
37 presentation to the board. PSE will have the right to vote on said calendar and provide those results to
38 the district. Final calendar approval remains with the Board of Directors and may not be grieved.
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42 **ARTICLE VII**

43 **HOURS OF WORK AND OVERTIME**

44 **Section 7.1.**

45 The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by
46 two (2) consecutive days of rest, Saturday and Sunday.
47
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1
2 **Section 7.2.**

3 The District shall establish work shifts with designated times of beginning and ending. Each shift shall
4 include adequate time to perform assigned duties. Employees who work at least three (3) hours per day
5 shall be entitled to a fifteen (15) minute rest period. A second fifteen (15) minute rest period shall be
6 provided for each employee working more than six (6) hours. Shifts in excess of four (4) hours per day
7 shall include, in addition to the above, a non-paid uninterrupted lunch period of not less than thirty (30)
8 minutes. The employee and supervisor shall establish break and lunch periods that serve the identified
9 needs of the school based upon mutual agreement.

10
11 **Section 7.2.1.**

12 Unpaid lunch periods are the employee's personal time except when required by the district to
13 perform necessary tasks. In such a case, the employee shall be compensated for the time worked.
14 Employees may leave their assigned campus during lunch as long as they comply with appropriate
15 sign out procedures and have notified their supervisor of their intent to leave the campus.

16
17 **Section 7.3.**

18 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed
19 without prior notice to the employee of two (2) calendar weeks; provided, however, this notice may be
20 waived by consent of the employee, or by the employer during an emergency situation.

21
22 **Section 7.4.**

23 Employees requested to work a shift regularly filled by a higher classification employee or as a portion of
24 a shift shall receive hourly compensation equal to that normally received by the employee in the higher
25 classification. Such pay shall be the rate the employee would be entitled to receive if they were to assume
26 the job permanently.

27
28 **Section 7.5.**

29 Extended service shall be defined as any and all work, noncontiguous with regular daily work shifts or on
30 an employee's day of rest. Employees performing extended services shall be compensated for a minimum
31 of two (2) hours, and for all succeeding hours worked at their appropriate hourly rates.

32
33 **Section 7.6.**

34 Employees will be paid their regular hourly rate for the actual time spent in meetings at which their
35 presence is required by the District including staff, orientation or other meetings outside of regular work
36 hours. An employee must be in attendance to receive payment, and one-half (1/2) hour will constitute the
37 minimum payment for attending.

38
39 **Section 7.7. Overtime.**

40 In the assignment of overtime, the District agrees to provide the employee with as much advance notice as
41 practicable in the circumstances. Normally, employees designated to work overtime on days outside their
42 regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of
43 the last shift before the overtime commences. All overtime must be preauthorized by the appropriate
44 administrative supervisor.

45
46 **Section 7.7.1.**

47 All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one
48 and one-half (1-1/2) times the employee's base pay.

1
2 **Section 7.7.2.**

3 Unless mutually agreed otherwise, all hours worked on Saturday, as defined herein, shall be
4 compensated at the rate of one and one-half (1-1/2) times the employee's base rate of pay. All
5 hours worked on Saturday or Sunday in excess of the employee's normal shift shall be
6 compensated at a rate twice the employee's base pay.
7

8 **Section 7.7.3.**

9 No one is permitted to work in excess of their normal work hours (additional or overtime) unless
10 preauthorized by the appropriate administrative supervisor.
11

12 **Section 7.8.**

13 In the event of school closure due to inclement weather, plant inoperation or the like, the District will
14 make every reasonable effort to notify employees to refrain from coming to work. In the event that
15 public media or telephone notification does not occur within thirty (30) minutes prior to their
16 scheduled work time, and the employee actually reports to work, they shall receive a minimum of two
17 (2) hours pay at their regular rate. No employees should report to work when school is closed except
18 those who work twelve (12) months.
19

20 **Section 7.8.1.**

21 Employees shall be expected to report as close to their normal reporting time as they safely can
22 when a late start has been declared.
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25
26 **ARTICLE VIII**

27
28 **HOLIDAYS AND VACATIONS**
29

30 **Section 8.1. Holidays.**

31 Employees shall be entitled to receive paid holidays if they are working their regular schedule before and
32 after the holiday. Secretarial employees hired prior to September 1, 2001, shall be paid for Independence
33 Day regardless of work status:
34

- | | | |
|----|---------------------------|-------------------------------|
| 35 | 1. New Year's Day | 7. Thanksgiving Day |
| 36 | 2. Martin Luther King Day | 8. Day after Thanksgiving Day |
| 37 | 3. Presidents' Day | 9. Day before Christmas |
| 38 | 4. Memorial Day | 10. Christmas Day |
| 39 | 5. Labor Day | 11. Independence Day |
| 40 | 6. Veterans Day | 12. Day before New Year's Day |
| 41 | | 13. Juneteenth |
- 42

43 Employees shall be entitled up to a maximum of twelve (12) holidays per year. Employees working
44 before and after Juneteenth may select Juneteenth (6/19) in place of Christmas Eve or New Year's Eve as
45 one of their recognized paid holidays.
46

1 **Section 8.1.1. Unworked Holidays.**

2 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at
3 the time the holiday occurs. Employees who are on the active payroll on the holiday and have
4 worked their last scheduled shift preceding the holiday and their first scheduled shift succeeding
5 the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday.
6 An exception to this requirement will occur if employees can furnish proof satisfactory to the
7 District that because of illness they were unable to work on either of such shifts, and the absence
8 previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular
9 work days.

10
11 **Section 8.1.2. Worked Holidays.**

12 Employees who are required to work on the above described holidays shall be paid at twice the
13 base rate for all hours worked on such holidays.

14
15 **Section 8.1.3. Holidays During Vacation.**

16 Should a holiday occur while an employee is on paid vacation, the employee shall be allowed to
17 take one (1) extra day of vacation with pay in lieu of the holiday as such.

18
19 **Section 8.1.4. Unpaid Holidays.**

20 In accordance with RCW 1.16.050 employees are entitled to two (2) unpaid holidays per
21 calendar year for a reason of faith or conscience or an organized activity conducted under the
22 auspices of a religious denomination, church, or religious organization. The employer must
23 allow the employee to do so unless the employee’s absence would impose an undue hardship
24 on the employer.

25 Undue hardship shall have the meaning established in rule by the Office of Financial
26 Management under section 2 (two) of this act.

27
28
29 **Section 8.2. Vacations.**

30 All employees subject to this Agreement shall be credited with hours of vacation credit, based on hours
31 worked during the period September 1 to August 31. Such vacation credit shall be earned, vested, and
32 used as designated in this Article.

33
34 **Section 8.2.1.**

35 The vacation credit to which an employee shall be entitled shall be computed in accordance with
36 the following rules:

<u>Years Experience</u>	<u>185 or less Days</u>	<u>186+ Days</u>	<u>205+ Days</u>	<u>12 Month</u>
1-3 years	7 days	10 days	10 days	12 days
4-6 years	9 days	12 days	12 days	14 days
7-9 years	11 days	16 days	17 days	19 days
10+ years	16 days	18 days	19 days	21 days

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43 **Section 8.2.2.**

44 All hours worked will be counted in the computation of vacation credit, and hours worked at
45 premium rates shall be counted as straight time hours in such computation. For every regular
46 workday from which an employee is absent due to a compensated leave, the hours of the
47 employee's normal work shift shall be credited as if worked.
48

1 **Section 8.2.3.**

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

4
5 **Section 8.2.4.**

6 For twelve-month employees, any vacation currently due, except as provided in the following
7 section, but unused by the new accrual date each year may be carried over for one (1) year
8 following the accrual date with the approval of the immediate supervisor and administration. No
9 vacation may be carried over for more than one (1) year beyond the date on which it became due;
10 provided, however, no employee shall be denied accrued vacation benefits due to District
11 employment needs.

12
13 **Section 8.2.5.**

14 Less than twelve-month employees shall be encouraged to utilize accrued vacation credits on the
15 same basis as twelve-month employees, except that the District shall be entitled to deny vacation
16 usage on student attendance days where the employee’s absence would place an unreasonable
17 hardship on the District. Unreasonable hardship shall be mutually understood as the lack of a
18 qualified replacement at an equal or lower cost for an employee with a unique skill set. Unused
19 vacation credits for less than twelve-month employees shall be treated as “in lieu of vacation
20 credit” and shall be cashed out in the June check. Any vacation or personal day requests for June
21 shall be turned in by May 15th.

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25 **ARTICLE IX**

26 **LEAVES**

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29 **Section 9.1. Illness, Injury and Emergency Leave.**

30
31 **Section 9.1.1. Sick Leave.**

32 A regular employee is entitled to and will be credited twelve (12) days of sick leave per year at
33 the beginning of each contract year, prorated based on the average daily hours full-time
34 equivalency (FTE).

35
36 Substitute employees shall accrue one (1) hour of sick leave for every forty (40) hours they
37 work during the contract year.

38
39 In the event an employee should terminate employment having used, because of advance
40 crediting, more sick leave days than entitled, adjustment to salary due but unpaid or procedures
41 for repayment will be implemented by the District as appropriate.

42
43 **Section 9.1.2 Sick Leave Purpose, Definition of Family and Minimum Use.**

44 Purpose: In addition to use for emergencies, and employee may use accrued sick leave for the
45 following purposes:

- 46 1. Mental/Physical Illness, Injury or Health Condition for themselves or family member,
47 2. Treatment of Mental/Physical Illness, Injury or Health Condition for themselves or
48 family member,

3. Preventative Medical Care for themselves or family member,
4. Employer is closed by order of a public official for any health-related reason,
5. Employee's child school or place of care is closed by order of a public official for any health-related reason,
6. Absences that qualify for leave under the Washington State Domestic Violence Leave Act

Personal emergencies are situations that require the employee's attention and are of such a nature that prior planning is not possible.

Section 9.1.3. Definition of Family Member.

The definition of "Family Member" shall include Parent, Child, Spouse, Registered Domestic Partner, Sibling, Grandchild and Grandparent. Child and Parent shall include biological, adopted/adoptive, foster, de facto, step, in loco parentis and legal guardian.

Section 9.1.4. Sick Leave Usage Minimum.

Employees shall use sick leave in time increments consistent with the Employer's payroll time tracking system, but in no case in increments beyond one (1) hour. *ie: If an employer's payroll system tracks in fifteen (15) minute increments, the employer shall allow such employees to use paid sick leave in fifteen (15) minute increments.*

Section 9.1.5. Sick Leave Accrual and Carryover Maximum.

Employees shall be allowed to accrue and carryover from year to year up to their annually contracted amount of days up to a maximum of 180 days at their contracted daily hours.

Section 9.1.6.

Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given credit for such accrued sick leave upon employment by the District provided such employment has been continuing up to the time of hiring by the South Whidbey District.

Section 9.1.7. Attendance Incentive Program.

The parties have negotiated per Chapter 275, 1983 Regular Legislative Session, and hereby agree that the District will implement the employee Attendance Incentive Program, as per the current effective statute at the time of application by employees. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, eligible employees may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year, at a rate equal to one (1) day's monetary compensation to the employees for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury, for which compensation has been received, shall be deducted from accrued leave for illness or injury, at the rate of four (4) days for every one (1) day's monetary compensation.

At the time of separation from District employment due to retirement or death, eligible employees or employees' estates shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued leave for illness or injury.

1 **Section 9.2. Bereavement Leave.**

2 Each employee shall be entitled to a maximum of five (5) days (per occurrence) leave with pay for
3 absence caused by death to an employee's child, spouse, parent, step-parent, grandparent, sibling, sibling-
4 in-law, parent-in-law, aunt or uncle, or any person living in the immediate household as a member of the
5 family. Employees may be granted one (1) day of paid personal emergency leave to attend the funerals of
6 other relatives or close personal friends per section 9.1.1. Such bereavement leave shall not be deducted
7 from illness and injury leave. Bereavement leave is noncumulative. Exceptions to this may be granted by
8 the Superintendent.

9
10 **Section 9.2.1. Serious Family Illness Leave.**

11 Employees shall be entitled to three (3) days per year of paid non-cumulative serious family illness
12 leave for situations where immediate family members are hospitalized or would need to be
13 hospitalized if the employee were not available to care for them. The District may require a note
14 from a licensed medical practitioner.

15
16 **Section 9.3. Maternity Leave.**

17 Upon application therefore, the District shall grant maternity leave in accordance with Family Medical
18 Leave Act and Washington Family Leave Act. Such leave shall commence at such time as the employee,
19 and her physician, deem necessary. A physician's note is required. Employees granted maternity leave
20 must return to work not later than one (1) year following the granting of the maternity leave. Employees
21 granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance
22 with Section 9.1.1 above. Before returning to work, the employee must be certified by her physician as
23 ready and able to return.

24
25 **Section 9.4. Parenting Leave.**

26 An employee, upon request, shall be granted up to five (5) days leave, on or about the date of the birth of
27 the child. Such leave shall be deducted from that accumulated pursuant to Section 9.1.1 above. An
28 employee who adopts a child shall be entitled to utilize up to five (5) days leave. Such leave shall be
29 deducted from that accumulated pursuant to Section 9.1.1 above. In addition, an employee may be
30 eligible for additional days in accordance with Family Medical Leave Act and Washington Family Leave
31 Act. If additional leave is needed, the employee may request consideration of leave pursuant to the terms
32 of Section 9.6, Leave of Absence. This leave may not be used in conjunction with Section 9.3.

33
34 **Section 9.5. Judicial Leave.**

35 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a
36 codefendant with the District, such employee shall receive a normal day's pay for each day of required
37 presence in court; provided, however, that any compensation received for such service shall be paid to the
38 District. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In
39 the event that an employee is a party in a court action, such employee may request a leave of absence.

40
41 **Section 9.6. Leave of Absence.**

42
43 **Section 9.6.1.**

44 Upon recommendation of the immediate supervisor to the Superintendent, and upon approval of
45 the Board of Directors, an employee may be granted a leave of absence for a period not to exceed
46 one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional
47 year may be granted. An employee shall not accept employment except with the South Whidbey
48 School District on a substitute or leave replacement basis while on leave. If an employee accepts

1 employment elsewhere without Board approval, that employee shall have forfeited the leave and
2 all employment rights with the District.

3
4 **Section 9.6.1.1.**

5 Requests for leave of absence shall be filed in writing with the principal or immediate
6 administrator and shall state the reason for the leave request. The request shall be
7 forwarded to the Superintendent for approval. The employee shall be entitled to meet with
8 the Superintendent if the leave is denied and to file a written appeal to the Board if the
9 decision is not reversed.

10
11 **Section 9.6.2.**

12 Staff members on leave of absence must notify the Superintendent by March 15th of the leave year
13 of their desire to return to work. Failure to do so will terminate employment. The returning
14 employee will be assigned to the same or comparable position occupied before the leave of
15 absence. Employees hired to fill vacancies created by employees on leave of absence will be hired
16 for a specific period of time, during which they shall be subject to all provisions of this
17 Agreement. It shall be the responsibility of the employer to inform replacement employees of
18 these provisions pursuant to Article IV, Section 4.3 herein.

19
20 **Section 9.6.3.**

21 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on
22 leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the
23 employee is on leave of absence; provided, however, that if such leave is approved for extended
24 illness or injury, seniority shall accrue.

25
26 **Section 9.7. Personal Leave.**

27 Each employee shall be entitled to three (3) days of personal leave per year. Employees can roll over up to
28 two (2) Personal Leave days to the following year with a maximum of five (5) days during any given
29 school year. Personal leave is neither sick leave nor bereavement leave and is noncumulative. Personal
30 leave shall not be used during the first week or during the last two (2) weeks of school or to extend any
31 vacation period requests. Exceptions can only be made by prior approval of the superintendent. No more
32 than two (2) employees in the building, at the supervisor's discretion, with minimal disruption to the
33 operation of the school will be granted personal leave on the same day. Employees will be compensated
34 for one hundred (100%) percent of any remaining balance that is not rolled over of personal leave hours at
35 the end of the school year.

36
37 **Section 9.8. Family Medical Leave Act.**

38 All employees who work 1250 hours for at least one year shall be eligible for leave under the Family
39 Medical Leave Act. Employees hired to replace employees on FMLA shall be ineligible for insurance
40 benefits. All other aspects of FMLA shall be legally administered by the District.

41
42
43 **Section 9.9. Leave Sharing.**

44 Employees may donate sick leave on a daily basis to come to the aid of a fellow employee within the PSE
45 bargaining unit or any other South Whidbey School District employee who is called to serve in the U.S.
46 Armed Forces or is suffering from or has a relative or household member suffering from an extraordinary
47 or severe illness, impairment, or physical or mental condition which has caused or is likely to cause the
48 employee to take leave without pay or terminate his or her employment.

1
2 An employee shall be eligible to receive shared leave in accordance with Policy #5406 under the
3 following conditions:

- 4 1. The employee's job is one in which sick leave can be used and accrued.
- 5 2. The employee is not eligible for time loss compensation September 1 through August 31.
- 6 3. The employee has abided by the District policies regarding the use of sick leave.
- 7 4. The employee has exhausted, or will exhaust, his or her sick leave.
- 8 5. The condition has caused, or is likely to cause, the employee to go on leave without pay or
9 terminate District employment.

10
11 Employees may donate sick leave to specific individuals or the pool using the following criteria:

- 12 1. The employee must have accrued more than one hundred seventy-six (176) hours of sick leave.
- 13 2.
- 14 3. Employees may not donate an amount of sick leave that will result in his or her sick leave account
15 going below one hundred seventy six (176) hours.
- 16 4. All donated sick leave must be given voluntarily.
- 17 5. All donations must be in increment of days.
- 18 6. Donations will be applied on an hour-for-hour basis.

19
20 **Section 9.10 Washington State Paid Family and Medical Leave**

21 The District will abide by the requirements outlined in RCW 49.78 regarding Washington's Family Leave
22 Act.

23
24 **Section 9.11 Physician Statement.**

25 An employee claiming sick leave benefits for more than four (4) consecutive work days may be required
26 by the District to submit a written statement from the employee's health care professional which outlines
27 the need for continued absence for medical reasons.

28
29
30 **ARTICLE X**

31
32 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

33
34 **Section 10.1.**

35 The seniority of employees within the bargaining unit shall be established as of the date on which
36 employees begin continuous daily employment (hereinafter hire date) unless such seniority shall be
37 lost or adjusted as provided in this Article.

38
39 **Section 10.1.1.**

40 The District will provide the Chapter President a seniority list upon reasonable request.

41
42 **Section 10.1.2.**

43 Adjusted hire dates shall be used within each classification. The job classification hire date
44 shall be determined on the date the employee began continuous daily employment in that
45 classification, provided that said hire date shall only be adjusted in full month increments to
46 reflect entire scheduled work month(s) in a non-accrual status as defined in Section 10.4.2.

1 **Section 10.2. Regular Employees.**

2 Each new hire, excluding substitutes, leave replacements and temporary employees shall remain in a
3 probationary status for a period of forty (40) days of actual work following the hire date. During this
4 probationary period the District may discharge such employee at its discretion. Such employee(s) shall
5 not have recourse to this Agreement.
6

7 **Section 10.2.1. Substitute Employees.**

8 Anyone employed on a daily basis to replace a regular employee who is absent. If a substitute
9 fills a vacant position for more than twenty (20) workdays they shall be retroactively paid on
10 Step 1 of the Schedule A and the District will immediately post the position.
11

12 **Section 10.2.1.1. Leave Replacement Employees.**

13 Such employees that are hired to replace regular employees on paid leave or FMLA
14 status will not receive benefits with the exception of Step 1 pay related to Schedule A.
15 Such employees that are hired to replace regular employees on unpaid leave of absence
16 will be provided benefits and pay related to Step 1 of Schedule A. Leave replacement
17 employees shall be provided with a two-week written notice of return of regular
18 employees.
19

20 **Section 10.2.1.2. Temporary Employees.**

21 The District shall have the right to post positions as temporary to replace an employee
22 on a leave of absence or to fill a position that will expire at the end of the current
23 student academic year or sooner. Temporary employees shall be compensated the same
24 as regular employees for the duration of their employment.
25

26 **Section 10.2.2.**

27 Employees promoted to a higher-rated position, or hired into a new general job classification,
28 shall be on probationary status of not more than thirty (30) days in the assignment. If the
29 District exercises the probation option, employees shall be placed in existing equivalent
30 position or moved back to the previously-held position. Such placement shall be done in
31 consultation with the Association. This probation process shall be subject to the grievance
32 procedure to the extent that the District decision is arbitrary and capricious.
33

34 **Section 10.3.**

35 Upon completion of the probationary period, the employee will be subject to all rights and duties
36 contained in this Agreement retroactive to the hired date.
37

38 **Section 10.4.**

39 The seniority rights of an employee shall be lost for the following reasons:
40

- 41 A. Resignation;
- 42 B. Discharge for justifiable cause; and
- 43 C. Retirement.
44

45 **Section 10.4.1.**

46 Seniority rights shall not be lost and shall continue to accrue for the following reasons:
47

- 48 A. Time lost by reason of industrial accident, industrial illness, or judicial leave;

- B. Time spent on paid sick leave or temporary disability leave, or any FMLA leave;
- C. Time on leave-of-absence granted for the purpose of serving in the Armed Forces of the United States; and
- D. Time spent on other authorized leaves not exceeding one (1) calendar month.

Section 10.4.2.

Seniority rights shall not be lost but shall not further accrue for the following reasons:

- A. Time spent in layoff status as hereinafter provided;
- B. Time spent on authorized leaves exceeding one (1) calendar month, except as provided in Section 10.4.1.
- C. Change in job classification within the bargaining unit. Employees who change job classification within the bargaining unit shall retain their hire date in the previous classification, even though they have acquired a new hire date and a new classification.

Section 10.5.

Employees who assume a position with the South Whidbey School District outside the bargaining unit shall retain their bargaining unit seniority for a period of one (1) calendar year.

Section 10.6.

Seniority rights shall be effective within the general job classification. After the application of classification seniority, district wide seniority shall apply based upon original hire date. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.4.

Section 10.7.

The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation periods, special services (including overtime), promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee or other applicant possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the organization's grievance committee chairperson its reasons why the senior employee or employees have been bypassed.

Section 10.8.

The District shall publicize within the bargaining unit for a minimum of ten (10) working days (except in emergency situations) the availability of open positions or as soon as possible after the District is apprised of an opening. A copy of the job posting shall be forwarded to the President of the Association beforehand. The Association shall inform the District and keep current the name of the person so designated.

Section 10.9.

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

1 **Section 10.9.1.**

2 All bumping to avoid layoff shall be on a lateral or downward level when the senior employee
3 is qualified to perform the duties of the position. The District shall have the authority, after
4 consultation with the Union, to direct such a bump between positions that are similar in wages,
5 hours, and working conditions during a layoff situation. Probationary and temporary
6 employees do not have bumping rights, but if they were a regular employee prior to accepting
7 the temporary assignment, they will have bumping rights at their permanent employee level.
8

9 **Section 10.9.2.**

10 The District shall notify employees on the re-employment list by email and posting on the
11 District web site of any temporary or leave replacement positions of more than five (5)
12 consecutive days when they meet the posted minimum qualifications.
13

14 **Section 10.10.**

15 Employees on layoff status shall file their addresses in writing with the personnel office of the District
16 and shall thereafter promptly advise the District in writing of any change of address.
17

18 **Section 10.11.**

19 An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not
20 comply with the requirements of Section 10.10, or if the employee does not respond to the offer of
21 reemployment within fifteen (15) days.
22

23 **Section 10.12.**

24 An employee on layoff status who rejects an offer of comparable reemployment forfeits seniority and
25 all other accrued benefits; provided, that such employee is offered a position substantially equal to that
26 held prior to layoff.
27

28 **ARTICLE XI**

29 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

30 **Section 11.1.**

31 The District shall have the right to discipline or discharge an employee for just cause. Employees who
32 may be subject to discipline shall be given written notice to meet and to discuss the issue with the
33 immediate supervisor. The employee has the right to bring an Association representative to this meeting.
34 The issue of just cause shall be resolved in accordance with the grievance procedure hereinafter provided.
35 If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass
36 the employee before other employees or the public.
37
38
39

40 **Section 11.2. Notification To Non-Annual Employees.**

41 This section is intended to be applicable to those employees whose duties necessarily imply less than
42 twelve (12) months (excluding vacations) work per year.
43
44

45 **Section 11.2.1.**

46 Should the District decide to lay off any non-annual employee, the employee shall be so notified in
47 writing prior to the expiration of the school year. (See Section 10.7 regarding seniority)
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Section 12.5.

The District shall provide tort liability for all employees subject to this bargaining Agreement for claims filed against them as a result of their actions taken in the course and scope of their employment.

Section 12.6.

The District shall participate in the Washington State Unemployment Compensation Fund or approved cooperative requisite to providing unemployment benefits for all employees subject to this Agreement.

Section 12.7.

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

Section 12.7.1.

In the event an employee sustains a duty incurred injury and is temporarily disabled, benefits from applicable sick leave and industrial insurance programs shall be combined so that the combined benefits will equal the employee's regular salary. In such case, the District will continue the employer's share of contributions for PERS/SERS and health benefits up to a maximum of twelve (12) months.

In the event an employee exhausts his/her sick leave and has not returned to work, and is not receiving any compensation from the District, the District shall pay both the employer and employee retirement contributions to the retirement system and continue the District's insurance contribution for up to a maximum of twelve (12) consecutive months from the date the employee exhausted his/her sick leave.

Section 12.7.2.

The District shall reimburse to a maximum of five hundred dollars (\$500.00) to employees per school year for replacement of any clothing or other personal property damaged or destroyed by a malicious act during the course of his/her assigned working hours plus all medical, surgical or hospital service incurred as the result of any injury sustained in the course of his/her assigned working hours.

Section 12.8.

All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan sponsored by the Public School Employees of Washington. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary.

Section 12.9. District directed Testing/Screening/Quarantine.

During instances of public health crisis or emergency (as indicated by public health agencies or political subdivision of the State of Washington) in which vaccines may or may not be available, recommended, or required, the following will apply:

1 Should the District require a vaccinated employee (or non-vaccinated employees with verified
2 medical/religious rationale) to be tested, screened, or quarantined in response to a public health
3 concern (*example COVID-19 pandemic*), such time spent shall be considered paid administrative leave.
4

5 **Section 12.10. Vaccination Support.**

6 The District will make ongoing efforts to partner with local health care providers to provide employees
7 information and vaccinations/shot clinics as possible. These opportunities for vaccinations/shots shall
8 include such vaccination/shot such as Hepatitis, annual flus shots, COVID-19 vaccinations and other
9 active epidemic vaccine as determined through labor management discussion.
10

11 **Section 12.11. Combining Leave Benefits Relative to Workers Compensation.**

12 When an Employee is eligible for benefits from the Department of Labor and Industries Industrial
13 Insurance Program, supplemental industrial insurance and sick leave may be combined, at the option of
14 the employee, so that both combined will equal up to the Employee’s regular salary. The amount of leave
15 used may not result in the employee’s total pay exceeding one hundred percent of the employee’s full
16 pay when combined with the industrial insurance compensation benefit. A deduction shall be made
17 from the employee's accumulated illness, injury and emergency leave in accordance with the amount paid
18 to the employee by the District. Upon receipt of his/her check from Labor and Industries, the employee
19 shall turn said check in to the District and receive a warrant in the normal amount in exchange, provided
20 the employee has adequate illness, injury and emergency leave from which to draw.

21 Employees who choose not to supplement this benefit with accrued leave must provide the District
22 notice, otherwise, the default will result in initially charging the employee sick leave and reimbursing
23 the employee’s sick leave after the District receives documentation from the Department of Labor and
24 Industries.

25 The employee will notify the District of their intent to not use accrued leave to supplement worker’s
26 compensation benefits by the 5th of the month in which leave will be used.

27 This shall begin as of the first day of absence from work.
28
29
30

31 **ARTICLE XIII**
32 **PROFESSIONAL DEVELOPMENT**
33

34 **Section 13.1.**

35 In the mutual interests of the District and Association, the District shall provide no less than seven (7)
36 hours or one work day of professional development opportunities for each member of the Association per
37 year. Employees/Supervisors are encouraged to seek additional opportunities that are relevant to
38 employee’s jobs. Supervisor/Human Resources will provide information on training opportunities (via
39 district link or email) for all represented employees no less that twice per school year. Each individual
40 member shall be reimbursed up to \$150.00 per year for these prior-approved professional development
41 opportunities. Employees may accumulate up to \$450.00 of unused funds. Employees may not donate
42 unused funds to others. The District will determine if the training opportunity is relevant to the individual
43

1 position. All trainings for which the employee is seeking time away from work and/or additional
2 compensation must be preapproved.

3
4 **Section 13.2 Certification Pay.**

5 The District will provide compensation for Union or State issued certifications so long as the certification
6 is valid throughout the full year and that the type of work performed is specific to the job classification
7 and duties.

8
9 Effective September 1 of each school year, certification stipends will be paid according to the following
10 schedule:

Allowance Type:		
Level 1	Annual	Monthly
Paraeducator Advanced Certification	\$480.00	\$40.00
Level 2		
Paraeducator Specialty Certification - ELL	\$480.00	\$40.00
Paraeducator Specialty Certification - Sped	\$480.00	\$40.00

13
14 *This is a list of examples of Certification.* Employees may receive the same stipend with pre-approval
15 from the Superintendent or designee for other certifications.

16
17 **ARTICLE XIV**

18
19 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

20
21 **Section 14.1. Notification.**

22 The Employer shall notify PSE and the PSE chapter president of all new hires five (5) days prior to the
23 new hire’s first day of work, or as soon as practical, including name, home mailing address, job title,
24 phone number, work email, work location, and hire date.

25
26 **Section 14.2. Union Membership.**

27 PSE and the Employer understand that at the heart of our labor management relationship is the shared
28 interest in providing the best services to the public. While we often agree, a strong and vibrant union
29 provides a true partner in the labor management relationship when disagreement becomes necessary.
30 Therefore, it is the expectation of both PSE and the Employer that the Employer and all agents and
31 representatives of the Employer shall remain neutral on the issue of union membership and respect all
32 employees’ decision to join and maintain membership in their exclusive professional advocacy
33 organization, PSE. To that end, all bargaining unit employees shall have the option of joining and
34 maintaining membership in PSE upon employment with the Employer in a bargaining unit.

35
36 **Section 14.3. Union Membership Rescission.**

37 Union members requesting to rescind membership and membership rights in their exclusive
38 professional advocacy organization shall make such request in writing to PSE, following PSE’s
39 constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such

1 conditions have been met, PSE shall inform the Employer of such employee’s non-member status
2 consistent with the notification section of this Agreement, specifically Dues and COPE Deduction
3 below.

4
5 **Section 14.4. Dues and COPE Deduction.**

6 Upon notification of an employee’s membership status in PSE and or election to participate in PSE’s
7 political program (COPE), the Employer shall deduct union dues and COPE contributions as identified
8 by PSE. PSE will provide the actual written authorization of the employee to the district as part of this
9 notification.

10
11 **Section 14.5. Indemnify and Hold Harmless.**

12 PSE agrees to indemnify and hold harmless from all claims, demands, suits or other forms of liability
13 that shall arise against the Employer for, or on account, of any membership dues or COPE deduction
14 made from the pay of a bargaining unit employee.

15
16
17 **Section 14.6. Non-Interference.**

18 The Employer remains committed to its obligations under collective bargaining laws, including chapter
19 RCW 41.56. These commitments include recognition that it would be an unfair labor practice “to
20 interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this
21 chapter” or “to control, dominate, or interfere with a bargaining representative.” RCW 41.56.140. The
22 Employer agrees to reinforce with its administrators and supervisors the importance of these
23 obligations.

24
25 **Section 14.7. Agency Fee Restoration Contingency.**

26 In the event there is a change in law or holding by a court of competent jurisdiction that allow for the
27 withholding of dues or an equivalent fee as a condition of employment, PSE and the District agree to
28 restore the concept of union security and dues deduction and negotiate the specific provisions in the
29 CBA.

30
31 **Section 14.8. Annual Employee Orientation.**

32 Designated leaders and staff representatives shall have 30 minutes to meet on the job and on the clock
33 with newly hired employees. Bargaining unit employees assigned to the union shall be released with
34 pay inclusive of travel time if necessary for meeting with the new employee. Said meeting shall be
35 scheduled at the end of the month when applicable.

36
37 **Section 14.9. Public Disclosure Request Act Notification.**

38
39 • **PRA Notification Purpose**

40 Due to the complexity of public records requirements, it can be a challenge for public
41 information officers in State agencies and political subdivisions to know for certain which
42 records are ripe for disclosure and which may be excluded.

43
44 • **Public Records**

45 Employer agrees to notify PSE and the affected employee(s) when it receives a request for
46 records containing personal information of, or pertaining to, bargaining unit members.

47 Employer will provide such notice as soon as possible upon receiving the request.

48 ○ Notice will include:

- 49 ■ A copy of the request;

- 1 ▪ A general description of the responsive records;
- 2 ▪ The actual date the employer intends to produce the records unless it is served
- 3 with a signed court order preventing disclosure.
- 4
- 5
- 6

7 **ARTICLE XV**

8 **GRIEVANCE PROCEDURE**

9 **Section 15.1.**

10 Grievances or complaints arising between the District and its employees within the bargaining unit
11 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
12 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

13 **Section 15.2. Grievance Steps.**

14 **Section 15.2.1. Step 1.**

15 Employees shall first discuss the grievance with the immediate supervisor. If employees so wish,
16 they may be accompanied by an Association representative at such discussion. All grievances not
17 brought to the immediate supervisor in accordance with the preceding sentence within thirty (30)
18 days of the occurrence giving rise to the grievance shall be invalid and subject to no further
19 processing.

20 **Section 15.2.2. Step 2.**

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

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

27 The employee shall submit the written statement of grievance to the immediate supervisor for
28 reconsideration within fifteen (15) days after the discussion and shall submit a copy to the official
29 in the Administration responsible for personnel. The parties will have five (5) working days from
30 submission of the written statement of grievance to resolve it by indicating on the statement of
31 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign
32 it.

33 **Section 15.2.3. Step 3.**

34 If no settlement has been reached within the five (5) days referred to in the preceding subsection,
35 and the Association believes the grievance to be valid, a written statement of grievance shall be
36 submitted within ten (10) working days to the District Superintendent or the Superintendent's
37 designee. After such submission, the parties will have ten (10) working days from submission of
38 the written statement of grievance to resolve it by indicating on the statement of grievance the
39 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

1 **Section 15.2.4. Step 4.**

2 If no settlement has been reached within the ten (10) days referred to in the preceding subsection,
3 and the Association believes the grievance to be valid, a written statement of grievance shall be
4 submitted within fifteen (15) working days to the District Board of Directors. After such
5 submission, the parties will have fifteen (15) working days from submission of the written
6 statement of grievance to resolve it by indicating on the statement of grievance the disposition. If
7 an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors
8 reserves the right to summon the employee for an oral statement of the grievance. The employee
9 reserves the right to appear before the Board of Directors to explain the grievance. At any
10 appearance before the Board of Directors, the employee may be accompanied by an Association
11 representative or designee.

12
13 **Section 15.2.5. Step 5.**

14 If no settlement has been reached within the fifteen (15) days referred to in the preceding
15 subsection, and the Association believes the grievance to be valid, the grievance shall be submitted
16 for arbitration. The arbitration shall be conducted under the Voluntary Rules of the American
17 Arbitration Association. The parties shall share the Arbitrator's fees equally; however, each party
18 shall pay the full cost for its own expenses of Arbitration. The decision of the Arbitrator shall be
19 final and binding on the parties.

20
21 **Section 15.3.**

22 The grievance or arbitration discussions shall take place whenever possible on school time. The employer
23 shall not discriminate against any individual employee or the Association for taking action under this
24 Article.

25
26
27
28 **ARTICLE XVI**

29
30 **TRANSFER OF PREVIOUS EXPERIENCE**

31
32 **Section 16.1.**

33 When any employee in a similar occupational status leaves a school district within the State and
34 commences employment with this District, the employee shall retain the same leave benefits and other
35 benefits that the employee would have had in this District. Seniority rights shall not be transferred in any
36 manner. Longevity is fully transferable for salary schedule placement.

37
38 **Section 16.1.1.**

39 If this District has a different system for computing leave benefits and other benefits, then the
40 employee shall be granted the same leave benefits and other benefits as an employee in the District
41 who has similar occupational status and total years of service. All new hires, regardless of
42 longevity, shall be subject to the probationary provisions of this Agreement.

43
44 **Section 16.2.**

45 Employees with experience other than in a Washington school district, shall be entitled to petition for
46 longevity credit. Such credit shall be on the basis of one (1) year advanced placement for each two (2)
47 years of relevant experience. New employees must request such credit and provide documentation from
48 their former employer(s) to support their request within sixty (60) days of hire. The validity of previous

1 experience shall be determined by the employer and decisions are not subject to the grievance procedure.
2 Appeals may be addressed to the Superintendent, whose decision shall be final and binding. Employees
3 whose placement would be reduced based upon this Agreement will be held harmless but will not move
4 forward on the schedule until movement is warranted based upon this agreement.

5
6
7 **ARTICLE XVII**

8
9 **EVALUATION**

10
11 **Section 17.1.**

12 The Supervisor/Administrator shall annually meet with and evaluate each employee to discuss his/her
13 performance by the last working day of the school year. The Supervisor/Administrator will make every
14 effort to inform the employee of performance concerns as they arise. The content of the annual
15 performance appraisal is not subject to grievance. The District shall utilize the Performance Evaluation
16 Report attached hereto as Schedule B.

17
18
19
20 **ARTICLE XVIII**

21
22 **SALARIES AND EMPLOYEE COMPENSATION**

23
24 **Section 18.1.**

25 Employees shall receive a personalized statement consistent with the Salary Compute Sheet
26 documenting their work year information. Employees shall receive notice of changes in their sick leave
27 account on a monthly basis.

28
29 **Section 18.1.1.**

30 All employees shall work the day before school starts.

31
32 **Section 18.1.1.1.**

33 All Head School Secretaries in traditional schools shall be assigned two hundred and
34 five (205) days.

35
36 **Section 18.2.**

37 Salaries for employees subject to this Agreement during the term of this Agreement are contained in
38 Schedule A attached hereto and by this reference incorporated herein. All employees subject to the terms
39 of this Agreement shall receive wage enhancements in each step, category and classification in percentage
40 amounts equal to those authorized by the State Legislature during the term of this Agreement. Such
41 enhancements shall be in addition to all other increases provided for by this Agreement.

42
43 **Section 18.2.1.**

44 The District shall divide each employee's total annual compensation into twelve (12) equal
45 payments.

46
47 **Section 18.2.2.**

48 Additional compensable items shall be paid with the June pay check.

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Section 18.3.

For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.

Section 18.4.

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for travel on a per mile basis at the highest District per mile rate.

Section 18.5.

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures, subject to District reimbursement guidelines.

Section 18.6. Incremental Step Placement.

Employees shall advance to higher incremental steps on September 1st, based upon the attainment of the years of service credit designated on Schedule A. Commencing with the beginning of an employee's credited or actual 28th year of service with the district, and continuing in three (3) year increments thereafter, the employee shall receive three (3%) salary increase For employees hired after September 1, 2001, movement on the schedule is based upon a hire date prior to February 1st for step advancement.

Section 18.7. Position Review.

Employee(s) may submit a written request for a position review to their immediate supervisor(s) no later than April 15. The immediate supervisor will evaluate the request and will submit it to a committee of two (2) bargaining unit representatives and two (2) District representatives who will either deny or recommend approval no later than May 15. The superintendent's final written decision, which includes rationale, will be sent to the employee(s) by May 31.

Section 18.8.

Bargaining unit employees will be entitled to purchase staff passes to all District events for themselves and immediate family members for the same per season as SWEA.

Section 18.9

A designee chosen by the PSE members at each building shall be compensated for attending the Building Leadership Team and Faculty Staff meetings at their respective building. No more than one employee shall be compensated for attending either of these meetings.

Section 18.10. Appendix A.

- Beginning the 2021/22 contract year, each cell on the wage schedule shall be improved by three and eighteen one-hundredths of one percent (3.18%) inclusive of the IPD (2.0%) referenced in Section 18.2 above and 19.2.1 below.
- Beginning the 2022/23 contract year each cell on the wage schedule shall be improved by one and three-tenths of one percent (1.3%) plus the IPD referenced in 18.2 above and 19.2.1 below.

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ARTICLE XIX

TERM AND SEPARABILITY OF PROVISIONS

Section 19.1.

The term of this Agreement shall be September 1, 2021 to August 31, 2023.

Section 19.1.1.

Step increases will be effective September 1st of each year of this agreement.

Section 19.2.

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

Section 19.2.1.

Each year of this Agreement, all salaries on Schedule A shall be increased by any state authorized salary increases which may be provided.

Section 19.3.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing and shall be reopened as necessary to consider the impact of any legislation enacted following the execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Section 19.4.

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

Section 19.5.

Neither party shall be compelled to comply with any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

Section 19.6.

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 19.3.

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3 **APPENDIX**
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5 **Anti-Racism, Equity and Inclusion Policy**
6

7 The South Whidbey School district has acknowledged that there are systemic injustices that
8 exist within our society and that these injustices foster disproportionate access to the
9 communities and families that we seek to serve and employ. Therefore, the South Whidbey
10 School district is making a commitment to fostering a culture that is equitable, inclusive and
11 welcoming to all people. We seek to honor our cultural difference recognizing this difference
12 add value to our lives, our schools and our communities.

13
14 We will achieve these ambitious and difficult goals by doing the following:

- 15 1. This work will be the responsibility of every employee of the district, in order to be
16 successful, we must all be committed and dedicated to the work of being equitable and
17 inclusive.
- 18 2. We will create *courageous and graceful* spaces (spaces free of judgement and open to
19 difficult and uncomfortable conversations) where individuals or groups of individuals
20 can bring forwards equity concerns safely and without fear of reprisal and work
21 collaboratively to find solutions.
- 22 3. Within the framework of Just Cause and Progressive Discipline: [1] There will be zero
23 tolerance for use of derogatory language used based on a person’s protected class or
24 classes. [2]There will also be zero tolerance for disparate treatment of any individual or
25 group of individuals based on their protected class or classes.
- 26 4. All staff at all levels of the district will be schedule and attend in district provided race,
27 equity training.
- 28 5. Our Union will actively participate in the race, equity committee for the district, making
29 it a priority to center BIPOC (Black, indigenous, People of Color) and LGBTQ+ voices
30 within the committee, it will be the committee’s role to actively use a race, equity and
31 inclusion framework to inform decision making processes.
- 32 6. We will make every effort to support our learners, families, and staff from diverse
33 backgrounds by being culturally responses to their needs (i.e. allowing alternate
34 holidays for various faiths, recognizing not everyone can do conferences in the middle
35 of the day, publicly changing someone’s pronouns, etc)

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SIGNATURE PAGE

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

SOUTH WHIDBEY CHAPTER #826

SOUTH WHIDBEY SCHOOL DISTRICT #206

BY: _____
_____, Chapter President

BY: _____
Jo Moccia, Superintendent

DATE: _____

DATE: _____

South Whidbey School District #206
Public School Employees of Washington/SEIU Local 1948
Schedule A
September 1, 2021 – August 31, 2022

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<i>PSE 2021-22 SALARY SCHEDULE - 3.18%</i>														
Years of Service	1st Year	2-3 years	4-5 years	6-8 years	9-11 years	12-14 years	15-17 years	18-20 years	21-22 years	23-24 years	25-27 years	28-30 (3%)	31-33 (3%)	34-36 (3%)
STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Para-Educator /Library Clerk	\$ 20.3368	\$ 20.7289	\$ 21.1519	\$ 21.5543	\$ 22.0083	\$ 22.4417	\$ 22.8647	\$ 23.3187	\$ 23.7830	\$ 24.2473	\$ 24.7219	\$ 25.4636	\$ 26.2275	\$ 27.0143
Secretary - Level 1	\$ 23.9378	\$ 24.3505	\$ 24.7529	\$ 25.1759	\$ 25.5886	\$ 26.0426	\$ 26.4863	\$ 26.9300	\$ 27.3943	\$ 27.8586	\$ 28.3332	\$ 29.1793	\$ 30.0547	\$ 30.9563
Secretary - Level 2	\$ 22.6583	\$ 23.2568	\$ 23.6489	\$ 24.0513	\$ 24.4537	\$ 24.8767	\$ 25.2894	\$ 25.7228	\$ 26.1458	\$ 26.5998	\$ 27.0538	\$ 27.8654	\$ 28.7014	\$ 29.5624
Secretary - Level 3	\$ 21.7091	\$ 22.1012	\$ 22.5139	\$ 22.9472	\$ 23.3703	\$ 23.8036	\$ 24.2370	\$ 24.6910	\$ 25.1553	\$ 25.6299	\$ 26.0942	\$ 26.8770	\$ 27.6834	\$ 28.5139
Student Support	\$ 23.1536	\$ 23.6076	\$ 24.0719	\$ 24.5259	\$ 25.0005	\$ 25.4751	\$ 25.9704	\$ 26.4863	\$ 26.9919	\$ 27.5078	\$ 28.0546	\$ 28.8963	\$ 29.7632	\$ 30.6561
Health Services Assistant	\$ 23.1536	\$ 23.6076	\$ 24.0719	\$ 24.5259	\$ 25.0005	\$ 25.4751	\$ 25.9704	\$ 26.4863	\$ 26.9919	\$ 27.5078	\$ 28.0546	\$ 28.8963	\$ 29.7632	\$ 30.6561
Technology Technician	\$ 31.0675	\$ 31.4286	\$ 31.8104	\$ 32.1922	\$ 32.5636	\$ 32.9557	\$ 33.3581	\$ 33.7605	\$ 34.1526	\$ 34.5653	\$ 34.9677	\$ 36.0167	\$ 37.0932	\$ 38.2076
Braille Specialist	\$ 27.3117	\$ 27.8276	\$ 28.3642	\$ 28.9214	\$ 29.4682	\$ 30.0357	\$ 30.6135	\$ 31.1913	\$ 31.8104	\$ 32.4088	\$ 33.0382	\$ 34.0294	\$ 35.0503	\$ 36.1018
Registered Nurse	\$ 35.4939	\$ 36.0408	\$ 36.6392	\$ 37.2170	\$ 37.8155	\$ 38.4139	\$ 39.0227	\$ 39.6521	\$ 40.2918	\$ 40.9521	\$ 41.5919	\$ 42.8396	\$ 44.1248	\$ 45.4485
<p>The South Whidbey School District #206 does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, marital status, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following employees have been designated to handle questions and complaints of alleged discrimination: Affirmative Action/Title IX/ RCW 28A.640 /RCW 28A.642 compliance officer, Dan Poolman, dpoolman@sw.wednet.edu, or Section 504/ADA coordinator, Dr. Jeff Fankhauser, jfankhauser@sw.wednet.edu, 5520 Maxwellton Road, Langley, WA 98260, 360-221-6100</p>														

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**South Whidbey School District #206
Public School Employees of Washington/SEIU Local 1948
Schedule A
September 1, 2022 – August 31, 2023**

NOT UPDATED