

COLLECTIVE BARGAINING AGREEMENT BETWEEN
PORT ANGELES SCHOOL DISTRICT
AND
PUBLIC SCHOOL EMPLOYEES OF PORT ANGELES

SEPTEMBER 1, 2022 - AUGUST 31, 2023



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1
2
P R E A M B L E

3 This Agreement is made and entered into between Port Angeles School District Number 121
4 (hereinafter "District") and Public School Employees of Port Angeles (hereinafter "Union"), an
5 affiliate of Public School Employees of Washington.
6

7 In accordance with the provisions of Public Employees Collective Bargaining Act and regulations
8 promulgated pursuant thereto, and in consideration of the mutual covenants contained herein, the
9 parties agree as follows:
10
11

12
13
A R T I C L E I

14
15
RECOGNITION AND COVERAGE OF AGREEMENT

16
17
Section 1.1.

18 The District hereby recognizes the Union as the exclusive representative of all employees of the
19 bargaining unit described in Section 1.4, and the Union recognizes the responsibility of representing all
20 such employees.
21

22
Section 1.2.

23 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
24 as deputy, administrative assistant or secretary necessarily imply a confidential relationship to the
Board of Directors or the executive head of the district pursuant to RCW 41.56.030 (2).
26

27
Section 1.3.

28 Job descriptions for all positions subject to this Agreement shall be provided the Union President.
29 Subsequent changes of such descriptions shall be forwarded to the Union and the individual employee.
30 The impact of such changes shall be negotiated pursuant to the duties imposed by RCW 41.56.
31

32
Section 1.3.1.

33 Pursuant to Section 1.3 above, the parties shall meet in accordance with Article V within thirty
34 (30) working days of receipt of the proposed adoption of any job description
35 changes/modifications, upon request of either party.
36

37
Section 1.4.

38 The bargaining unit to which this Agreement is applicable shall consist of all regular full-time and
39 part-time TRANSPORTATION employees (bus driver, dispatcher, driver trainer and courier) and
40 CUSTODIAN employees, excluding the Director of Transportation, the Director of Maintenance and
41 Operations.
42

43
Section 1.4.1.

44 Temporary employee: An employee who is employed by the district on a day to day basis that
45 is not replacing another employee. Temporary positions lasting longer than sixty (60)
46 consecutive workdays shall be posted and considered regular bargaining unit positions.
48

1 **Section 1.4.2.**

2 Substitute employee: An employee who is employed by the District as a replacement for
3 another employee who is on leave or absent. Any substitute position lasting longer than sixty
4 (60) consecutive workdays shall be posted and considered a regular bargaining unit position.
5 Any substitute position which the district reasonably knows to be needed for longer than sixty
6 (60) consecutive workdays shall be posted and considered a regular bargaining unit position.
7

8 **Section 1.4.4.**

9 Substitute and temporary employees who work thirty (30) days in the current or immediately
10 preceding work year, and who continue to be available for employment shall be included in the
11 bargaining unit. The only provisions of this Agreement applicable to bargaining unit
12 substitutes shall be 6.1.2 (overtime), 6.2.2 (breaks), and Schedule A. Article XIV, The
13 Grievance Procedure shall be applicable to the specific sections stated in this section.
14 Bargaining unit substitutes shall be entitled to an interview for open positions in their general
15 job classification for which there are no non-probationary regular employee applicants. The
16 provisions stated in this subsection shall be the sole provisions of the Agreement applicable to
17 bargaining unit substitutes.
18

19 **Section 1.4.5.**

20 Employees who were previously employed with the District that retired and then came to work
21 at the School District again will be known as Retire/Rehired employees or Super Substitutes.
22 Retire/Rehired employees or Super Substitutes who work thirty (30) days in the current or
23 immediately preceding work year, and who continue to be available for employment shall be
24 included in the bargaining unit. The only provisions of this Agreement applicable to
25 Retire/Rehired employees or Super Substitutes shall be 6.1.2 (overtime), 6.2.2 (breaks), 6.3.4
26 (DOT Examination), 16.9 (Various Expenses) and Schedule A. Article XIV, The Grievance
27 Procedure, shall be applicable to the specific sections stated in this section. Retire/Rehired
28 employees or Super Substitutes shall be entitled to an interview for open positions in their
29 general job classification for which there are no non-probationary regular employee applicants.
30 The provisions stated in this subsection shall be the sole provisions of the Agreement
31 applicable to bargaining unit Retire/Rehired employees or Super Substitutes.
32
33
34

35 **ARTICLE II**

36 **RIGHTS OF THE EMPLOYER**

37
38
39 **Section 2.1.**

40 It is agreed that the customary and usual rights, powers, functions and authority of management are
41 vested in the management officials of the District. Included in these rights in accordance with and
42 subject to applicable laws, regulations and the provisions of this Agreement, is the right to direct the
43 work force, the right to hire, promote, retain, transfer and assign employees in positions; the right to
44 suspend, discharge, demote or take other disciplinary action against employees; and the right to release
45 employees from duties because of lack of work or for other legitimate reasons. The District shall
46 retain the right to maintain efficiency of the District operation by determining the methods, the means
47 and the personnel by which operations undertaken by the employees in the unit are to be conducted.
48



1 **Section 2.2.**

2 The right to make rules and regulations shall be considered the acknowledged functions of the District.
3 In making rules and regulations relating to personnel policies, procedures and practices and matters of
4 working conditions, the District shall give due regard and consideration to the rights and duties
5 imposed by RCW 41.56, and the terms and conditions of this Agreement.
6

7
8
9 **ARTICLE III**

10
11 **RIGHTS OF EMPLOYEES**
12

13 **Section 3.1.**

14 The District and the Union agree to comply with Federal and State non-discrimination laws.
15

16 **Section 3.2.**

17 The District shall maintain one personnel file for each employee. This shall not prevent the supervisor
18 from maintaining a working file. An employee may review the working file upon reasonable request.
19 Employees will receive a copy of any derogatory material entered in the file. Employees shall have the
20 right to attach comments to any material placed in the personnel file. Any such response shall be
21 attached to the original material. An employee may request the removal of derogatory material after
22 such material has been in the personnel file for three (3) years, but the District reserves the right to
23 deny such requests. The employee may inspect the file with a representative of the District and, if the
24 employee wishes, the Union. The employee may make an inventory of the file and have it signed and
dated by a representative of the District, and may have copies made of any contents of the files. Cost
26 of any reproduction may be borne by the employee.
27

28 **Section 3.3.**

29 Employees subject to this Agreement have the right, upon employee request, to have Union
30 representatives present at discussions between themselves and supervisors or other representatives of
31 the District at investigatory interviews at which the employee is questioned regarding circumstances
32 which may reasonably result in discipline and as hereinafter provided.
33

34 **Section 3.4.**

35 A locker or secured area shall be provided custodians in buildings where more than one custodian is
36 working at the same time, provided that the District shall supply and control locks for such secured
37 areas. Lockers will similarly be made available for bus drivers.
38
39
40

41 **ARTICLE IV**

42
43 **RIGHTS OF THE UNION**
44

45 **Section 4.1.**

46 The Union has the right and responsibility to represent the interests of all employees in the bargaining
unit; to present its views to the District on matters of concern, either orally or in writing as requested



1 by the District; and to enter collective negotiations pursuant to RCW 41.56, with the object of reaching
2 an agreement applicable to all employees within the bargaining unit.

3
4 **Section 4.2.**

5 The Union shall promptly be notified by the employee(s) of any grievances or disciplinary actions of
6 any employee in the unit in accordance with the provisions of the Discipline and Grievance Procedure
7 Articles contained herein. The Union is entitled to have a representative at hearings conducted by any
8 District official or body arising out of grievance and to make known the Union's views concerning the
9 case, if the presence of such observer is requested by the employee(s).

10
11 **Section 4.3.**

12 The Employer will provide PSE at least five (5) days' notice before any scheduled New Employee
13 Orientation and an electronic list of expected participants. The District may schedule a New Employee
14 Orientation without providing five (5) days' notice if the parties agree in writing to schedule the New
15 Employee Orientation at an earlier date. The District, as part of the general orientation of each new
16 employee within the bargaining unit subject to this Agreement, shall provide such employee with a
17 copy of this Agreement to be furnished the District by the Union. The Union President or their
18 appointed designee will be provided paid release time of up to thirty (30) minutes from their regularly
19 scheduled workday, if applicable, to attend and present information at such employee orientation
20 meetings. If the meeting is conducted virtually, the Employer will provide PSE with virtual access to
21 the meeting. In cases where New Employee Orientations do not take place, the Employer will provide
22 PSE release time to visit each site to provide a paid onsite orientation.

23
24 **Section 4.4.**

25 The Union may use the District's internal mail distribution system (hard copy and electronic, including
26 email and voicemail) to circulate routine information to its members. Further, such distribution shall
27 not violate U.S. postal regulations, nor shall it be used to avoid required postage costs. The Union
28 shall not use the District mail system to distribute or obtain information regarding political candidates
29 or issues which are a part of any public election. Use of the District's email system will be in
30 accordance with the District's policy and procedures for access to the network and use of electronic
31 communications, which includes acknowledgment of no expectation of privacy in the use of the
32 District network.

33
34 **Section 4.5.**

35 Representatives of the Union, upon making their presence known to the building supervisor, shall have
36 access to the District premises during business hours, provided that no conferences or meetings
37 between employees and Union representatives will in any way hamper or disrupt the normal flow of
38 work.

39
40 **Section 4.6.**

41 The District shall provide bulletin space in each school for the use of the Union. The bulletins posted
42 by the Union are the responsibility of the officials of the Union. Each bulletin shall be signed by the
43 Union official responsible for the posting. Unsigned notices or bulletins may not be posted. There
44 shall be no other distribution or posting by employees or the Union.

45
46 **Section 4.7.**

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

1 **Section 4.8.**

2 School District facilities may be used for Union meetings at reasonable times during non-school hours
3 provided that such use is approved by the building administrator. The Union representatives shall
4 check with the building administrator to assure there is no conflict because of a previously scheduled
5 meeting. The Union agrees upon request to reimburse the District for any extra direct cost resulting
6 from Union use of District facilities.
7

8
9
10 **ARTICLE V**

11
12 **UNION REPRESENTATION**
13

14 **Section 5.1.**

15 The Union will designate a Conference Committee of three (3) members who will meet with the
16 Superintendent of the District and/or his/her designee on a mutually agreeable basis to discuss
17 appropriate matters.
18

19 **Section 5.2.**

20 The Union representatives shall represent the Union and employees in meeting with officials of the
21 District to discuss appropriate matters of mutual interest. They may receive and investigate to
22 conclusion complaints or grievances of employees and thereafter advise employees of rights and
23 procedures outlined in this Agreement and applicable regulations or directives for resolving the
24 grievances or complaints.
25

26
27
28 **ARTICLE VI**

29
30 **HOURS OF WORK AND OVERTIME**
31

32 **Section 6.1. All Employees.**
33

34 **Section 6.1.1.**

35 The normal workweek shall be Monday through Friday, provided that the District reserves the
36 right to assign an employee a workweek of less than five (5) days and, provided that the
37 District reserves the right to assign an employee outside the normal workweek subject to the
38 conditions outlined hereafter. The District also reserves the right to identify the first workday
39 of a workweek for purposes of computing overtime, provided that, if such day is changed from
40 Sunday, the Union shall be notified two (2) weeks in advance of such change.
41

42 **Section 6.1.2.**

43 All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be
44 compensated at the rate of one and one-half (1-1/2) times the employee's base pay. Notice of
45 assignment of overtime will be given to an employee as soon as practicable and normally
46 twenty-four (24) hours in advance of the overtime. Overtime must be approved by the
supervisor.
47
48

1 Transportation employees who have to work Sundays due to emergencies, will be paid double
2 time for no less than two (2) hours. Emergencies include, but are not limited to, any time that a
3 driver cancels their scheduled Sunday trip and another driver must cover that Sunday trip
4 without the usual notice or if a driver must retrieve another driver's bus. Custodial employees
5 who work Sundays will be paid double time for no less than two (2) hours regardless of if the
6 Sunday work was scheduled as a result of an emergency. Overtime and Sunday work must be
7 approved by the supervisor.

8
9 **Section 6.1.3.**

10 Employees called to work outside their regularly scheduled hours shall receive no less than two
11 (2) hours work at the appropriate rate of pay for the day worked.

12
13 **Section 6.1.4.**

14 In the event of an unusual school closure, the District will make effort to notify drivers at least
15 30 minutes before the employee's start time. The District will implement a telephone tree to
16 help give drivers notice. Drivers reporting to work shall be eligible for a minimum of two (2)
17 hours of work at their regular rate of pay in the event of such closure. This work may include
18 tasks such as shop/office area clean-up. However, no employee shall be entitled to any such
19 compensation in the event that they have actually been notified by the District of the closure at
20 least 30 minutes before the employee's start time. Employees may decline this work and
21 receive no compensation.

22
23 **Section 6.1.4.1.**

24 In the event of a late start due to extreme winter weather, such as snow or ice, Bus
25 Drivers will be paid an additional 15 minutes before the start of their shift to pre-trip
26 and de-ice their buses.

27
28 **Section 6.1.5. Compensatory Time Off.**

29 An employee may opt to request compensatory time off, if approved by the immediate
30 supervisor, in lieu of overtime compensation. Compensatory time, if granted, may be accrued,
31 but no longer than the immediate work year; provided, however, that records shall be
32 maintained and there must be a reasonable expectation that the employee will be provided an
33 opportunity to expend the accrued time. Compensatory time in lieu of overtime as provided in
34 this Article shall be accrued at the rate of one and one-half (1-1/2) hours for each hour worked.
35 No employee may work overtime without the prior approval of their supervisor. Unused
36 accrued compensatory time shall be cashed out at the regular rate, no later than the end of the
37 work year.

38
39 **Section 6.2. Custodial Employees.**

40
41 **Section 6.2.1.**

42 Upon the mutual agreement of the impacted employee and their immediate supervisor, an
43 employee may be able to work a four (4) day, ten (10) hour per day workweek during periods
44 that the regular school year is not in session. Employees working a four (4) day, ten (10) hour
45 per day workweek shall not be eligible for overtime for hours worked beyond eight (8) hours
46 per day as specified in Section 6.1.2 of the Agreement.



1 **Section 6.2.2.**

2 Each shift of more than five (5) hours per day shall be allowed a thirty (30) minute
3 uninterrupted, unpaid lunch period and each employee working four (4) consecutive hours shall
4 receive a fifteen (15) minute rest period during the four (4) hour period.
5

6 **Section 6.2.3.**

7 Employees requested to work a shift regularly filled by a higher paid job title classification
8 employee shall receive the pay rate for the higher paid job title on the first day in such
9 assignment.
10

11 **Section 6.2.4.**

12 Only those employees whose position, as posted or as assigned by the District, includes work in
13 more than one building, shall be compensated for travel time between buildings at their regular
14 hourly rate of pay in addition to mileage.
15

16 **Section 6.3. Bus Drivers.**

17 **Section 6.3.1.**

18 Each driver shall be assigned to a regular run and workweek which may be changed with notice
19 of changes to the employee as soon as practical. Extra trip driving shall be exempt from this
20 provision.
21

22 **Section 6.3.1.1.**

23 A. In the event a regular daily scheduled driving assignment increases for two and one-
24 half or more hours per week said assignment shall be declared open and assigned in
25 accordance with the provisions of this Agreement i.e. displaced bus drivers shall
26 have the right to bump into an assignment held by a junior bus driver.
27

28 B. In the event a regular daily scheduled driving assignment decreases for two and one-
29 half or more hours per week said bus driver shall have the right to bump into an
30 assignment held by a junior bus driver.
31

32 **Regarding provisions "A" and "B" stated in this section:** The bumping process shall be
33 repeated as necessary until all drivers displaced by a bumping situation are placed in a
34 regular daily scheduled assignment. An exception to the statement in the immediately
35 preceding sentence shall occur if the number of regular bus drivers exceeds the number
36 of regular scheduled daily driving assignments in which case such driver(s) shall be laid
37 off in accordance with the Agreement and given priority in substitute work
38 opportunities.
39

40 In the event a regular daily route is posted with an end-date that is prior to the end of the
41 instructional school calendar, the reduction in work time occurring on the posted end-
42 date or thereafter shall not trigger bumping rights provided in this section.
43

44 **Section 6.3.1.2. Pre-Trip/Post-Trip.**

45 Bus Drivers shall receive fifteen minutes (15) per day for duties associated with bus
46 checkout, fueling and warm-up for each regularly scheduled bus route. For example pre-
47 trip shall be provided as follows:
48

- A. Fifteen (15) minutes for the AM regularly assigned route.
- B. Fifteen (15) minutes for the midday regularly assigned route.
- C. Fifteen (15) minutes for the PM regularly assigned route.

For "In-District – Extra Trips" Bus Drivers shall receive an additional fifteen (15) minutes per day. For "Out-of-District – Extra Trips" Bus Drivers shall receive an additional thirty (30) minutes per day.

Section 6.3.1.3.

Every reasonable effort shall be made to offer mid-day substitute runs to the most senior available driver by 2:00 PM on the school day prior to the run.

Section 6.3.2.

Drivers will be responsible for keeping current driver's licenses required to drive a school bus, first aid card and DOT physical examinations as required by the District or the State, and driver's certificate. Each school year, the District shall pay all employees required to maintain a commercial drivers license twenty-six dollars (\$26.00) no later than January, payroll.

Section 6.3.3.

Hourly pay for extra driving and field trips will be paid at the same regular and overtime rates as apply to regular driving assignments; except, to be eligible, the driver must stay with the bus for purposes of supervision. Suitable relief supervision, as agreed by the supervisor, may be arranged for purposes of going to the bathroom and eating. During overnight trips the bus may be emptied and locked while the driver is away eating and sleeping. For overnight trips, a designated period of up to twelve (12) consecutive non-duty hours per day may be deducted by the supervisor from the total hours for the trip, provided that no time may be deducted if an employee was required to work the hours.

Section 6.3.3.1.

Drivers shall be selected for field trips outside District boundaries and overnight trips as follows:

A. Field Trips Inside District Boundaries

The District shall maintain a rotating roster for assigning field trips inside District boundaries, starting with a seniority based roster as of August 25, 2015 and shall continue it uninterrupted through each succeeding school year. Trips shall be offered to the Driver at the top of the roster. If the top Driver passes the trip, the second to the top driver shall be offered the trip. This process shall continue down the roster until a driver accepts the In District trip. When a driver passes on an offer of a trip, they shall maintain their status on the roster. When a driver accepts a trip they shall be placed at the bottom of the roster and shall advance on the roster as additional trips are bid. For example, as illustrated below, a field trip inside District boundaries #1 is offered and passed by Driver A; however, when trip #1 is offered to Driver B, it is bid. Accordingly, Driver B is placed at the bottom of the roster. Driver A accepted a trip #2 and is placed at the bottom of the roster.



<u>Start of the Year</u>	<u>In District Trip #1</u>	<u>In District Trip #2</u>
Driver A	Driver A	Driver C
Driver B	Driver C	Driver D
Driver C	Driver D	Driver B
Driver D	Driver B	Driver A

B. Field Trips Outside District Boundaries.

The District shall establish a rotating roster for assigning field trips outside District boundaries, as of August 28, 2001, and shall continue it uninterrupted through each succeeding school year. Field trips shall be offered to the driver at the top of the roster. If the top driver passes the field trip, the second to the top driver shall be offered the trip. This process shall continue down the roster until a driver accepts the field trip. When a driver passes on an offer of a field trip, they shall maintain their status on the roster. When a driver accepts a field trip they shall be placed at the bottom of the roster and shall advance on the roster as additional trips are bid. For example, as illustrated below, field trip #1 is offered and passed by Driver A; however, when trip #1 is offered to Driver B, it is bid. Accordingly, Driver B is placed at the bottom of the roster. Driver A accepted field trip #2 and is placed at the bottom of the roster.

<u>Start of the Year</u>	<u>Field Trip #1</u>	<u>Field Trip #2</u>
Driver A	Driver A	Driver C
Driver B	Driver C	Driver D
Driver C	Driver D	Driver B
Driver D	Driver B	Driver A

C. Overnight Trips. The District shall maintain a rotating roster for assigning overnight trips, starting with the approved roster as of May 22, 2010 and shall continue it uninterrupted through each succeeding school year. Overnight trips shall be offered to the Driver at the top of the roster. If the top Driver passes the overnight trip, the second to the top driver shall be offered the trip. This process shall continue down the roster until a driver accepts the overnight trip. When a driver passes on an offer of an overnight trip, they shall maintain their status on the roster. When a driver accepts an overnight trip they shall be placed at the bottom of the roster and shall advance on the roster as additional trips are bid. For example, as illustrated below, overnight trip #1 is offered and passed by Driver A; however, when trip #1 is offered to Driver B, it is bid. Accordingly, Driver B is placed at the bottom of the roster. Driver A accepted overnight trip #2 and is placed at the bottom of the roster.

<u>Start of the Year</u>	<u>Overnight Trip #1</u>	<u>Overnight Trip #2</u>
Driver A	Driver A	Driver C
Driver B	Driver C	Driver D
Driver C	Driver D	Driver B
Driver D	Driver B	Driver A

D. To the extent allowed by law and District policy and procedure, the District shall compensate drivers on approved field trips outside district boundaries or on overnight trips for one meal each four hours worked away from the District. Said compensation shall be at the rate set by this Agreement (Section 16.5.).

Section 6.3.3.2.

Trips, and other duties assigned to Bus Drivers other than specified in Section 6.3.3.1 above, shall be assigned by the discretion of the Director of Transportation. In-District trips and other duties assigned to Bus Drivers will be assigned by the supervisor to the regular run driver and/or the driver that makes the assignment most economical for the District. If this can be assigned to more than one employee at a particular building, and all employees are equally available to do the run or other duty, the District will assign the extra trip or other duty to the more senior of the drivers.

Section 6.3.3.3.

A driver accepting a field trip or other special assignment shall be required to forego those regular driving assignments which (1) conflict with the special assignment and/or (2) would put the driver in an overtime situation. When trips are cancelled and driver is not able to drive the normal route/routes, the driver shall be paid for not less than their normal day's pay (but he/she may be assigned other duties during that time). The District reserves the discretion to schedule which days will not be worked in order to allow a driver to accept an assignment in order to avoid CDL limitations or problems with the lack of availability of substitutes and other legitimate reasons. Otherwise, the District shall attempt to schedule such days not worked contiguous with the days of the extra trip and attempt to give advance notice of the days designated.

Section 6.3.3.4.

Rosters (A. Field Trips Outside District Boundaries and B. Overnight Trips) specified in Section 6.3.3.1. shall include all eligible drivers, desiring trips, meeting the District requirements for eligibility. Drivers requesting trips must sign up at the beginning of the school year. To be eligible for such trips, drivers must have more than one year's driving experience driving a bid route, in District 121, after which time such driver(s) shall start at the bottom of the assignment rosters; except if more than one driver is added, priority among those newly placed shall be based on seniority.

Section 6.3.3.5.

Every reasonable effort shall be made to assign emergency field trips on the roster specified in Section 6.3.3.1.A (out of district roster) and Section 6.3.3.1.B. (overnight trip roster), provided the driver is available and accessible. An emergency field trip is defined as a Field Trip Outside District Boundaries or Overnight Trip that departs less than twenty-four (24) hours after receipt of an approved field trip request form by the Transportation Department Office. The District reserves the right to assign emergency trips (Section 6.3.3.1. A and B) that require assignment before or after daily transportation office hours. Drivers identified for emergency call out will be contacted for assignment for after hour emergency trips. A driver selected to drive an emergency trip shall rotate to the bottom of the applicable roster as provided herein.



Section 6.3.3.6. Emergency Contact List.

At the beginning of each school year, drivers will have the option to sign up for the Emergency Contact List. Drivers that sign up know that they could be called to work (24/7) without the usual notice to help drive a district vehicle in an emergency situation. For sake of example, this could involve a district vehicle that is disabled out of district. If two (2) or more drivers are equally available, accessible and willing; the senior driver, will be selected. At the discretion of the Supervisor of Transportation, trips shall be assigned using the Emergency Contact List that can't reasonably be assigned using the usual procedures herein consistent with past practice. Acceptance of a work assignment from the Emergency Contact List will not impact a driver's status on any other assignment rosters.

Section 6.3.3.7.

Bus Drivers shall be allowed, to the extent reasonably possible, to drive their regularly assigned bus for trips and other extra driving assignment if the bus meets the equipment requirements and operational needs of the District as determined by the Director of Transportation.

Section 6.3.4.

Bus drivers shall be paid their regular hourly rate of pay for attending safety and other meetings as assigned by the District. One (1) required DOT physical examination will be paid for by the District per year, provided that the employee goes to the District's appointed doctor. Any other District-directed physical examination/test shall be fully paid by the District. All such payments shall be direct from the District to the examining facility. Employees' choosing another approved DOT medical examiner for the required DOT physical examination shall be reimbursed an amount not greater than that paid by the District to the approved DOT medical examiner. Employees must have a receipt showing that they paid the bill for reimbursement and that the examiner must be on the National Registry of Certified Medical Examiners as per OSPI.

Section 6.3.5.

Bus Drivers shall receive a minimum of two (2) hours pay for each of the following:

1. Regular scheduled morning route (2 hours);
2. Regular scheduled midday route (2 hours);
3. Regular scheduled afternoon route (2 hours); and
4. Field Trip (2 hours)

Employees may be required to perform duties for the entire two (2) hour period for which they are compensated. In-District Trips may be added to regular scheduled morning, midday or afternoon runs pursuant to section 6.3.3.2 without incurring an additional two (2) hour minimum; provided paid time is continuous.

Bus Drivers shall receive a minimum of two (2) hours pay for unscheduled non-extra trip(s) e.g., shuttles that can't be attached to a regularly scheduled route pursuant to Section 6.3.3.2.; provided, however, that should the driving time be less than the two (2) hour block, Bus Drivers have the following options:

1. Work the entire two (2) hour block as assigned by the Director of Transportation;
2. Work the remaining time to satisfy the two (2) hour block within five (5) working days, upon mutual agreement of the Bus Driver and the Director of Transportation, and
3. The Bus Driver may, at the driver's sole discretion, elect to receive payment for only the time worked.

Section 6.3.6.

The Union may post all trips at each PTC as soon as they are scheduled on a board supplied by the District.

Section 6.3.7.

Summer work which includes driving a bus and the need to have a CDL license as part of the duties, and which is assigned to bargaining unit members, will be assigned on a rotating seniority basis at a group meeting before the work begins.

Section 6.3.8.

Devices have been installed on school busses that record both video and audio, hereinafter "cameras." Cameras shall not record video of the Bus Driver while driving the bus. Cameras are intended for student behavior management and student discipline. Cameras will not be utilized to review or evaluate the general performance of Bus Drivers or to take the place of direct observation of driver performance to formulate performance evaluations. The District will retain camera-tape recordings (hereinafter "tapes") for thirty days. Tapes not used, or anticipated to be needed, for student disciplinary action will be reused and erased after the thirty-day period. If a tape is, or is to be, utilized in a student disciplinary matter it will be so noted and retained for the remainder of the school year, or until final disposition of the disciplinary action. Only designated Administrators and parties to a disciplinary action may view tapes, except Bus Drivers may view tapes recording their driving time in response to a specific concern or complaint. If a tape is viewed or checked out, the Bus Driver assigned to the route depicted will be notified in writing the reason that the tape was viewed or checked out and the name of the parties that viewed or checked out the tape. If a tape is viewed by authorized District personnel the assigned Bus Driver depicted will be notified and afforded an opportunity to view the relevant portion of the tape, or participate in the initial viewing.

Section 6.3.9. District Van/Vehicle Use.

Schools or departments are allowed to use up to two (2) District owned or rented vehicle(s) to transport students for out of town trips. If there are fifteen (15) or more students going on a trip, a school bus and bus driver must be used for that event.



ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Holidays.

Employees shall receive the following paid holidays:

- | | |
|--------------------------------|--|
| 1. New Year's Day | 9. Thanksgiving Day |
| 2. Martin Luther King Birthday | 10. Day after Thanksgiving Day |
| 3. Presidents' Day | 11. Day before or after Christmas Day |
| 4. Memorial Day | |
| 5. Juneteenth | at District's discretion |
| *6. Independence Day | 12. Christmas Day |
| 7. Labor Day | 13. Day before or after New Year's Day |
| 8. Veterans' Day | at District's discretion |

* Only 12-month employees or those less than 12-month employees that work summer school prior to July 4th shall receive Independence Day as a paid holiday.

Section 7.1.1.

Eligible employees shall receive pay equal to their normal work shift at their regular hourly rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked both the last scheduled shift preceding the holiday and the first scheduled shift succeeding the holiday, shall be eligible for pay for such unworked holiday. A less than 12-month employee who has worked the first day of school shall be eligible for Labor Day as a paid holiday, notwithstanding the immediately preceding sentence. An exception to this requirement will occur if the employee is on authorized paid leave and is unable to work on either of such shifts, and the absence previous to such holiday has not been longer than thirty (30) regular work days. Absences due to illness may need to be verified before holiday pay shall be paid.

Section 7.1.2.

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, which shall be based on their regular daily scheduled route/shift, plus all hours worked on such holidays shall be compensated at the rate of one and one-half (1 ½) times the employee's base pay.

Section 7.1.3. Holidays during Vacation.

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

Section 7.2. Vacations.

Each full-time (2,080 hours) employee shall receive ten (10) working days vacation with pay during the first year of employment. The leave year is determined by the school year, September 1 to August 31. An additional day of vacation shall be added each year after the first year to a total of twenty-five (25) days vacation per year.

1 **Section 7.2.1.**

2 Unused annual vacation may be accumulated to a maximum of thirty (30) working days to
3 include present year accumulation.
4

5 **Section 7.2.2.**

6 Within a school plant, or department, employees with the greatest seniority in the District shall
7 have first choice for time of vacation, provided that requests are received by the Personnel
8 Office of that plant or department by June 1 and provided that the first choice is for one block
9 of time. Requests for vacation use during the school year may be granted by the employees'
10 immediate supervisor, but normally, such leave must be taken during the summer.
11

12 **Section 7.2.3.**

13 Part-time employees shall have vacation paid on a pro-rated formula on their payroll checks for
14 July and August as follows:
15

- 16 1. All straight time hours divided by full-time hours = vacation percentage.
- 17 2. Vacation percentage times allotment in hours = vacation hours.
- 18 3. Vacation hours times hourly rate = vacation pay.
19

20 August payroll shall include sufficient vacation pay funds to cover an employee's out of pocket
21 (wages) payment for authorized wage deductions or 10% of the total vacation pay amount
22 whichever is greater. July payroll shall include all vacation pay not otherwise allocated for
23 August payroll in accordance with the immediately preceding sentence. Accrued vacation
24 credit for the period of August 11th, to June 30th shall be included in the July pay check of
25 each school year. Accrued vacation credit for the period of July 1st to August 10th shall be
26 included in the August pay check of each school year.
27

28 **Section 7.2.4.**

29 Full-time employees hired during the school year (after September 1) shall have their first
30 year's vacation prorated as follows:
31

- 32 A. Days worked times hours regularly scheduled divided by full-time hours for a year =
33 vacation percentage.
- 34 B. Vacation percentage times allotment in hours = vacation hours.
- 35 C. Vacation hours times hourly rate = vacation pay.
36

37 **Section 7.2.5.**

38 Overtime hours over eight (8) hours per day or over forty (40) hours per week shall be included
39 in the vacation computation in the same manner as non-overtime hours.
40

41 **Section 7.2.6.**

42 New hires shall not be permitted to take vacation during their probationary period.
43
44
45
46
47
48

ARTICLE VIII

LEAVES

Section 8.1. Sick Leave.

Section 8.1.1.

Each employee working one hundred eighty (180) days per year shall accumulate twelve (12) days of sick leave per year; provided, however, that no employee shall accumulate less than ten (10) days of sick leave per school year. Employees working less than one hundred and eighty (180) days per year shall receive a prorated amount of sick leave based on the immediately preceding sentence. Sick leave shall be vested when earned and may be accumulated for one hundred eighty (180) days or the employee's highest work year, whichever is greater. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. The District may require verification of illness upon the employee's return to work at any time absence exceeds five (5) consecutive days or ten (10) total days in any one school year or if facts indicate leave may not be warranted. The District also may require verification of ability to work. Under the Family and Medical Leave Act provisions, the District may require appropriate medical certification. For this section the following definitions shall apply consistent with Washington State law; provided, however, that at the discretion of the District, sick leave may be used to care for a family member, not specified in this section, who has a serious health condition.

Section 8.1.1.1.

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

Section 8.1.1.2.

"Grandparent" means a parent of a parent of an employee.

Section 8.1.1.3.

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

Section 8.1.1.4.

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

Section 8.1.1.5.

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

1
2 **Section 8.1.2.**

3 An employee who is unable to perform their assigned duties because of personal illness, upon
4 approval of the District, may request leave at the exhaustion of accumulated sick leave,
5 vacation and/or shared leave. Application for unpaid leave shall be made in writing to the
6 District. The District may request a doctor's verification of illness and an estimated time of
7 recovery if such determination is possible.
8

9 **Section 8.1.3.**

10 In the event employees are absent for reasons which are covered by Industrial Insurance, the
11 District shall pay the employee an amount equal to the difference between the statutory amount
12 paid the employee by the ESD 114 Workers Compensation Trust and the amount the employee
13 would normally earn. A deduction shall be made from the employee's accumulated sick leave
14 in accordance with the amount paid to the employee by the District.
15

16 **Section 8.2.**

17 Compassionate leave will be granted for serious illness or death of the spouse, child, mother, father,
18 sister or brother, grandchild, corresponding in-laws, foster child, step-father or stepmother,
19 grandparents or for other persons presently living in the immediate household, up to three (3) days,
20 plus an additional two (2) days at the Superintendent's discretion, on a per year basis for serious illness
21 and on a per occasion basis for death. Such leave shall not accumulate and shall not be subtracted
22 from the sick leave accumulation.
23

24 **Section 8.3. Emergency Leave.**

25 Emergency leave shall be granted for up to two (2) days per year and shall be paid leave. Twelve
26 month employees shall be granted one (1) additional emergency leave day for a total of three (3) paid
27 emergency leave days per year. Emergency leave is deductible from sick leave. It is non-cumulative
28 and will be granted when the following conditions exist:
29

- 30 A. The problem must have been suddenly precipitated and be of such a nature that pre-planning is not
31 possible or could not relieve the necessity for the employee's absence.
32
33 B. The problem cannot be of minor importance or of mere convenience, but must be of a serious
34 nature.
35
36 C. Emergency leave shall not be available if other leaves apply to the situation.
37

38 Emergency leave will not be granted for reasons associated with earning extra compensation.
39

40 A written application for emergency leave must be returned to the central office on the day of return to
41 school.
42

43 Additional Emergency Leave may be granted, at the discretion of the district on a case by case basis.
44

45 **Section 8.4. Disability Leave.**

46 An employee requesting disability leave shall give written notice to the employer at least two (2)
47 weeks prior to commencement of said leave. The written request for disability leave should include a
48 statement as to the expected date of return to employment, and advance notice of the actual date of



return to employment shall be given as soon as possible. In the event sick leave is exhausted, then the employee shall, if requested in writing, be granted a leave of absence without pay for the period of disability, provided that such leave shall not continue beyond the duration of the current school year, unless authorized pursuant to Section 8.7 of this Agreement.

Section 8.5.

In the event an employee is summoned to serve as juror or as a witness not adverse to the District or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court; provided, however, that any compensation received for such service shall be paid to the District. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses.

Section 8.6. Union Leave.

Up to two (2) designated Union members shall be entitled to up to two (2) paid days leave for the purposes of attending official Union meetings or conferences. If the District hires a substitute, the hourly wages of the substitute shall be reimbursed to the District by the Union. The District shall additionally grant a maximum of five (5) total days Union leave without pay for the purpose of improving employer/employee relations as approved by the District. When negotiations between the District and the Union are conducted during a negotiating committee member's normal work shift, the employee(s) shall suffer no loss of pay, provided that the negotiations are scheduled at a mutually agreeable time and that no more than three (3) employees (designated by the Union) shall be eligible for such pay.

Section 8.7. Leave Of Absence.

A leave of absence may be granted at the discretion of the Superintendent and the Board. This leave will not exceed one (1) year in duration and may be granted upon written application to the Superintendent. If the request for such leave is due to disability, it shall be granted. Notification of acceptance or rejection of a leave of absence request will be made in writing by the Superintendent within fifteen (15) working days. Employees granted a leave of absence will retain seniority rights, salary benefits and accumulated sick leave for the duration of the leave of absence. Employees returning from a leave will be reemployed in a comparable position. If the employee is subject to RIF, then the employee will be placed in the layoff pool under Sections 10.5, 10.6 and 10.7.

Section 8.8.

In the event an employee is on disability leave pursuant to Section 8.4, or leave of absence pursuant to Section 8.7 due to a disability, such employee shall be returned to the previously held position, or a comparable position subject to Article IX herein.

Section 8.9. Sick Leave Attendance Incentive Program.

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation for the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation, provided no employee may receive compensation under this section for any portion of leave for illness or injury which was accumulated at a rate in excess of one (1) day per month.



Section 8.9.1.

At the time of separation from school district employment, an eligible employee as defined by RCW 28A.400.210(2) or the employee's estate 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, provided no employee may receive compensation under this section for any portion of leave for illness or injury which was accumulated at a rate in excess of one (1) day per month.

Section 8.9.2.

These sections shall be construed only as consistent with applicable law.

Section 8.10. Leave Sharing.

The District shall implement a leave sharing program pursuant to Section 28A.400.380 RCW which considers the donating and receiving of leave on an individual employee basis.

Section 8.11.

The District agrees to allow employees to take Family Leave pursuant to District policy and in compliance with federal law and state law.

Section 8.12. Discretionary Leave.

Each employee shall accrue discretionary leave with at least five (5) working days advance notice for any undisclosed personal reason for a maximum of two (2) days annually at full pay, subject to restrictions stated below. Discretionary leave is separate from sick leave and may accumulate up to a maximum of five (5) days, which if unused shall be cashed out at the base (bargaining unit substitute) wage as stated on Schedule A.

No more than one (1) Bus Driver or one (1) Custodian may take discretionary leave on any given workday. No employee may use discretionary leave in the first ten (10) working days or the last ten (10) working days of instructional calendar year. Discretionary leave may not be used to extend a three (3) day weekend or to extend a holiday or extend a vacation period. Such restrictions may be excused for exceptional circumstances as approved in advance by the superintendent or designee if sufficient substitutes are projected to be available. Requests for discretionary leave for three (3) consecutive days or more shall require sixty (60) calendar days advanced notice.

Section 8.13. Paid Family Medical Leave.

Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by law:

- The District shall annually notify employees about the benefits available under PFML.
- Employees will be required to file a claim for PFML benefits with the Employment Security Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/> all payments will come from the ESD.
- Employees will be required to contact the Employment Security Guidelines to determine the amount leave available.
- To qualify for PFML, employees must work no less than eight hundred and twenty (820) hours in employment in Washington State during the qualifying period Employment Security will determine the employees eligibility and benefit.
- Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or

www.paidleave.wa.gov for all information pertaining to this leave.

- District and employees shall pay premium costs as per state law.

ARTICLE IX

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 9.1. Classification Seniority.

Seniority as referenced in this Article shall be defined as the date an employee begins continuous daily employment within either the Transportation or Custodial general job classifications (Section 9.6).

Employees who change from one general job classification within the bargaining unit shall retain their seniority date in the previous classification for a period of eighteen (18) months, notwithstanding that they have acquired a new seniority date in the new general job classification. Employees who work in both general job classifications shall maintain two (2) hire dates based on the date of continuous daily employment in the given classification. Accumulation of vacation is based on total years of service in the District notwithstanding changes in general job classification or otherwise.

Section 9.1.1.

In cases where seniority is equal i.e. more than one employee in the same general job classification has the same hire date, the employee(s) with the greater number of accumulated substitute hours shall be designated as more senior than employee(s) with fewer accumulated substitute hours.

Section 9.2.

Each new hire shall remain in a probationary status for a period of not more than ninety (90) working days following the hire date. During this probationary period the District may discharge such employee at its discretion.

Section 9.3.

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

Section 9.4.

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

- A. Resignation;
- B. Discharge for justifiable cause;
- C. Retirement; or
- D. Change in job classification within the bargaining unit, as hereinafter provided.

Section 9.5.

Seniority rights shall not be lost for the following reasons:

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

1 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
2 United States;

3
4 C. Time spent on other authorized leaves; or

5
6 D. Time spent in layoff status as hereinafter provided.

7 E.

8
9 **Section 9.6.**

10 Seniority rights shall be effective within each of two general job classifications. Those general job
11 classifications are: TRANSPORTATION and CUSTODIAN.

12
13 **Section 9.7. Application of Seniority.**

14 The employee with the earliest hire date shall have preferential rights regarding assignments to new or
15 open positions and layoffs when ability and performance are substantially equal with junior employees
16 and/or outside applicants.

17
18 The District agrees to give first consideration to PSE applicants when filling bargaining unit positions.
19 In the event that a PSE member(s) and an external applicant are determined to be equally qualified, the
20 position will be offered to the PSE member with the earliest hire date. For custodial positions, a Head
21 Custodian will be a member of the interview team. The Head Custodian who is a member of the
22 interview team will be chosen upon mutual agreement of the parties.

23
24 Upon request of an employee, if a voluntary transfer has been denied or an involuntary transfer has
25 been made, or a promotion denied to an employee, a conference shall be held with the employee for
26 the purpose of discussing reasons for such decision.

27
28 **Section 9.8.**

29 The District shall publicize within the bargaining unit for five (5) working days the availability of open
30 positions as soon as possible after the District is apprised of the opening. A copy of the job posting
31 shall be forwarded to the President of the Union. All Routes for bus drivers shall be bid and assigned
32 according to seniority for each school year at a meeting held for that purpose between August 15 and
33 September 15 annually.

34
35 **Section 9.9.**

36 The District specifically reserves the right to subcontract where the ability or availability of regular
37 district staff and/or equipment require such help, but not if such subcontracting will result in a
38 reduction of work hours for regular employees. The District also may use students for disciplinary or
39 work training programs. All other subcontracting shall be allowed only as provided in law.



ARTICLE X

LAYOFF AND RECALL

Section 10.1.

The term "layoff" as used herein refers to action by the Board reducing the number of employees in the District by means other than disciplinary action.

Section 10.2.

In the event of layoff, the District shall provide thirty (30) days written notice via certified mail, or hand delivered note, to all affected employees before layoff occurs.

Section 10.3.

The Union shall be notified of any layoff at least thirty (30) calendar days before such layoff.

Section 10.4.

Any layoff or reduction of two and one-half or more hours of employment per week shall be accomplished using seniority within two (2) categories: TRANSPORTATION and CUSTODIAN. The District may not lay off or reduce hours of employment (two and one-half or more hours per week) of a senior employee before a junior employee in any general job classification.

Section 10.5.

The District shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to said employee at his/her last known address. The employee's address as it appears on the District's records shall be conclusive when used in connection with layoffs, recalls or notices to the employee. Employees shall be held in the layoff pool for a period of thirty-six (36) months from the date of notice of layoff.

Section 10.6.

Any employee laid off shall retain accrued benefits if the employee is rehired by the District. During the period of one full school year after the employee is laid off, the employee shall have the right to maintain health insurance coverage at no cost to the District if approved by the insurance carrier. Payment by the laid off employee shall be made directly to the carrier.

Section 10.7.

Failure to accept an offer of employment within ten (10) days of written notice shall result in forfeiture of employment rights for the employee, provided the job is equivalent in pay level and hours, otherwise the employee shall maintain RIF status. Written notice shall be deemed effective five (5) days from the date the impacted employee signs for receipt of a certified letter from the District providing an offer of employment.

ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.

No employee shall be disciplined (including warnings, reprimands, suspensions or discharge) without just cause. The specific grounds forming the basis for disciplinary action will be made available in writing to the employee and upon his/her request to the Union. The issue of just cause shall be resolved by the grievance procedure herein.

Section 11.2.

In any conference with an employee that is necessary before disciplinary action is taken, the employee, upon request, shall be given a reasonable opportunity to have a representative of the Union present.

ARTICLE XII
INSURANCE AND RETIREMENT

Section 12.1.

Employees who work or are anticipated to work 630 hours or more in a work year shall be eligible for insurance under the School Employee Benefits Board (SEBB). Employees will receive insurance benefits as provided for by SEBB program and state law, with funding, employee contributions, and administration terms and conditions as determined by that program and state law. Disputes concerning SEBB benefits are subject to administrative appeal procedures governed by state law and are not subject to the contractual grievance procedure.

Section 12.2.

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.

ARTICLE XIII

UNION MEMBERSHIP AND CHECKOFF

Section 13.1.

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

1 **Section 13.2. Bargaining Unit List.**

2 The Employer will provide PSE a monthly bargaining unit list transmitted electronically to
3 membership@pseofwa.org, and chapter Membership Officer (or whomever is responsible for
4 membership). Included will be those who are hired, rehired, reinstated, transferred into or out of the
5 bargaining unit, reclassified, promoted, downgraded, placed on leaves of absence of any type
6 (including retirement), and those added or deleted from the bargaining unit. All should contain each
7 bargaining unit employee's: name; classification/job title; work location; personal phone number;
8 address; work and personal e-mail address; hourly rate of pay; hours worked; FTE, SEBB eligibility,
9 gross pay; union dues paid; and language preference.
10

11 **Section 13.3. Dues Remittance.**

12 The employer shall deduct PSE state dues from the pay of any employee who authorized such
13 deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds
14 deducted to the treasurer of the Public School Employees of Washington. Transmissions will include
15 payments and an electronic list of all represented employees with deduction amounts. Transactions
16 will be received by the first Monday following payroll. Submissions are to include all employees
17 covered by the Collective Bargaining Agreement. A dues remittance form needs to accompany the
18 payment every month and include membership status changes.
19

20 **Section 13.4. Dues Authorization.**

21 An employee's written, electronic, or recorded voice authorization to have the employer deduct
22 membership dues from the employee's salary must be made by the employee to Public School
23 Employees of Washington (PSE). If the employer receives a request for authorization of deductions,
24 the employer shall as soon as practicable forward the request to Public School Employees of
Washington (PSE).
25

26
27 Upon receiving notice of the employee's authorization from Public School Employees of Washington
28 (PSE) the employer shall deduct from the employee's salary membership dues and remit the amounts
29 to Public School Employees of Washington (PSE), by the first Monday following payroll.
30

31 The employee's authorization remains in effect until expressly revoked by the employee in accordance
32 with the terms and conditions of the authorization. An employee's request to revoke authorization for
33 payroll deductions must be in writing and submitted by the employee to Public School Employees of
34 Washington (PSE) in accordance with the terms and conditions of the authorization. Revocations will
35 not be accepted by the employer if the authorization is not obtained by the employee to Public School
36 Employees of Washington (PSE). After the employer receives confirmation from the exclusive
37 bargaining representative that the employee has revoked authorization for deductions, the employer
38 shall end the deduction effective on the first payroll after receipt of the confirmation. The employer
39 shall rely on information provided by the exclusive bargaining representative regarding the
40 authorization and revocation of deductions.
41

42 **Section 13.5.**

43 The District will notify the Union of all new hires within ten (10) working days of the hire date. At the
44 time of hire, the District will inform the new hire of the terms and conditions of this Article.
45
46



1 **Section 13.6. Committee on Political Education (COPE).**

2 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
3 deduct from the pay of such bargaining unit employee the amount of contribution the employee
4 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union.

5
6 **Section 13.7. Checkoff.**

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

10
11 **Section 13.8. Local Chapter Dues.**

12 The District agrees to deduct Local Chapter dues once annually (on the November pay warrant for
13 hours worked in October) from each employee's pay, and transmit such dues directly to the Treasurer
14 of the Public School Employees of Port Angeles. The President of the Union shall notify the District
15 in writing no later than October 1 every year the Chapter approved amount to be deducted if it is
16 different from the previous year.

17
18 **Section 13.9. Hold Harmless.**

19 The Association agrees to defend and hold the District harmless against any legal action brought
20 against the District in reference to valid membership.

21
22
23
24 **ARTICLE XIV**

25
26 **GRIEVANCE PROCEDURE**

27
28 **Section 14.1.**

29 A grievance is an alleged violation of terms and/or provisions of this Agreement. A grievant shall
30 mean an individual, a group of individuals and/or the Union.

31
32 **Section 14.2.**

33 Nothing contained herein shall be construed as limiting the right of any employee having a complaint
34 to discuss the matter informally with any appropriate member of the administration. Unless mutually
35 waived by the parties, timelines must be observed by the parties.

36
37 **Section 14.3. Procedures For Processing Grievances.**

38
39 **Section 14.3.1. Immediate Supervisor (Step I).**

40 The grievant and the Union representative or the Union shall orally present a grievance to the
41 immediate supervisor. If the grievance is not settled orally, a written statement of grievance
42 shall be presented to the immediate supervisor within twenty (20) working days after the
43 occurrence of the grievance or within twenty (20) working days from the time the grievant
44 should have reasonably become aware of the occurrence of the events giving rise to the
45 grievance, whichever is later.

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

4
5 The immediate supervisor, upon receipt of the written grievance, shall sign and date the
6 grievance form and shall give a copy of the grievance form to the grievant(s), the Union
7 representative and the Superintendent. The immediate supervisor shall answer the grievance in
8 writing within ten (10) working days of receiving the grievance. The immediate supervisor's
9 answer shall include the specific reasons upon which the decision was based. The immediate
10 supervisor shall concurrently send copies of the answer to the Union representative and the
11 Superintendent.

12
13 **Section 14.3.2. Superintendent (Step II).**

14 If no satisfactory settlement is reached at Step I, the grievance may be appealed to Step II,
15 Superintendent, or designated representative, within ten (10) working days of receipt of the
16 decision rendered in Step I.

17
18 The Superintendent or designated representative shall arrange for a grievance meeting with the
19 grievant(s) and/or Union representative and such meeting shall be scheduled within ten (10)
20 working days of the receipt of the Step II appeal. The purpose of this meeting shall be to affect
21 a resolution of the grievance.

22
23 The Superintendent or the designated representative shall provide a written decision,
24 incorporating the specific reasons upon which the decision was based, to the grievant(s), Union
representative and immediate supervisor within ten (10) working days from the conclusion of
26 the meeting.

27
28 **Section 14.3.3. Arbitration. Step III.**

29 If no satisfactory settlement is reached at Step II, the Union within fifteen (15) working days of
30 the receipt of the Step II decision may appeal the final decision of the Employer to the
31 American Arbitration Association for arbitration under the voluntary rules. Any grievance
32 arising out of an alleged violation of this Agreement may be submitted to arbitration.

33
34 The Arbitrator shall hold a hearing within twenty (20) working days of his/her appointment.
35 Ten (10) working days notice shall be given to both parties of the time and place of the hearing.
36 The Arbitrator will issue his decision within twenty (20) days from the date final written briefs
37 have been submitted or if revised by both parties, twenty (20) days after the completion of the
38 hearing.

39
40 The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning,
41 and conclusions on the issues submitted to him/her. The decision of the Arbitrator shall be
42 final and binding upon the Employer, the Union and the grievant(s).

43
44 **Jurisdiction of Arbitrator**

45 The Arbitrator shall be without power or authority to add to, subtract from or alter any of the
46 terms of this Agreement.

The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

Contract Construction

This Agreement shall be construed such that no contractual rights are intended that would impact any of the following:

1. Any evaluation judgment.
2. The termination of services of any probationary employee (Section 9.2.).

Time Limits

Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance within the specific time limit, shall permit the Union to lodge an appeal at the next step of this procedure.

Any grievance not advanced by the grievant within the time limits of that step shall be deemed resolved by the Employer's answer at the previous step.

Accelerated Grievance Filing

In order to expedite grievance adjudication, the parties agree that any Union grievances or class action grievances involving more than one building or more than one employee may be lodged at Step II of this procedure.

Reprisals

No reprisal of any kind will be taken by the Employer against any employee because of his/her participation in any grievance.

Costs

The fees and expenses of the Arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them.

ARTICLE XV

EVALUATIONS

Section 15.1.

The District Evaluation Form is attached hereto. Each employee will be evaluated on an annual basis.

Section 15.2.

Every annual evaluation, satisfactory or unsatisfactory, will be presented to the employee at a conference with the immediate supervisor. The employee will sign the evaluation; in so doing, the



1 employee does not signify agreement with the substance of the evaluation. The employee's signature
2 shall signify only that the employee has read the evaluation. The employee may, within fifteen (15)
3 working days of the evaluation conference, file a written rebuttal to the evaluation. Evaluations will be
4 presented to employees on or before June 1. All ratings below satisfactory shall state the specific
5 reasons for the performance evaluation judgment.
6
7
8

9 ARTICLE XVI

10 SALARIES AND EMPLOYEE COMPENSATION

11 Section 16.1.

12 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
13 worked as assigned by the District.
14

15 Section 16.2.

16 Effective September 1, 2022, Schedule A shall be increased by the greater of five and one half
17 percent (5.5%), including IPD, or the increase in the base certificated salary for the District, whichever
18 is higher. Schedule A for each such salary period shall be attached hereto and by this reference
19 incorporated herein upon their preparation and implementation.
20
21

22 Section 16.2.1.

23 An employee shall receive increment credit when the employee has been employed actively
24 and continuously for at least ninety (90) working days during a given school year.
25

26 Section 16.3.

27 Any employee required to travel from one site to another in a private vehicle during working hours
28 shall be reimbursed for such travel on a per-mile basis set by the District for all its employees.
29

30 Section 16.4.

31 All employees required to remain overnight on District business shall be reimbursed as approved in
32 advance by the District, or as defined by Board Policy. However, Bus Drivers shall be compensated
33 for meals on field and overnight trips in accordance with Section 16.5 of the Agreement.
34

35 Section 16.5.

36 To the extent allowed by law, the District will compensate Bus Drivers on field trips outside District
37 boundaries or on overnight trips when the field trip time exceeds four hours as follows:
38

- 39 a. Breakfast reimbursement is paid at a rate of \$12.00. Breakfast is considered to fall between the
40 hours of 2 AM and 11 AM;
- 41 b. Lunch reimbursement is paid at a rate of \$16.00. Lunch is considered to fall between the hours
42 of 11 AM and 6 PM and
43
- 44 c. Dinner reimbursement is paid at a rate of \$24.00. Dinner is considered to be after 6 PM and
45 before 2 AM.
46



1 Receipts are not required for meal reimbursement, but are required for travel expenses, registration
2 fees, and lodging. The meal reimbursements provided by the District is only to be used for the
3 purchase of food and non-alcoholic beverages.

4 5 **Section 16.6. Professional Development.**

6 The District agrees to make available an amount of two thousand, five hundred dollars (\$2,500) per
7 year for employee training and professional development as agreed to at meetings under Section 5.1
8 above. Such funds will be available for activities that lead toward school improvement consistent with
9 goals of the District.

10 11 **Section 16.7. Longevity.**

- 12 • All employees with three (3) or more years of service with the District shall receive three
13 percent (3%) in addition to the hourly rate specified on Schedule A.
- 14
15 • All employees with five (5) or more years of service with the District shall receive six percent
16 (6%) in addition to the hourly rate specified on Schedule A.
- 17
18 • All employees with seven (7) or more years of service with the District shall receive nine
19 percent (9%) in addition to the hourly rate specified on Schedule A.
- 20
21 • All employees with ten (10) or more years of service with the District shall receive 12 percent
22 (12%) in addition to the hourly rate specified on Schedule A.
- 23
24 • All employees with fifteen (15) or more years of service with the District shall receive eighteen
25 percent (18%) in addition to the hourly rate specified on Schedule A.
- 26 • All employees with twenty (20) or more years of service with the District shall receive twenty-
27 four percent (24%) in addition to the hourly rate specified on Schedule A.

28 29 **16.7.1. Anniversary Day.**

30 In the beginning of the 2022-2023 school year, Effective September 1, 2022, all current
31 members who were not hired in the month of August will be moved to a September 1st
32 anniversary date. Current employees hired in the month of August will retain their original
33 anniversary date. Following September 1st, 2022, any employee hired after the month of
34 February will receive an anniversary date of September 1st of the following year. No current
35 employee will see a loss in pay or benefits because of this section. Current employees will
36 never have their anniversary dates moved to later than their actual hire date. Anniversary dates
37 will only apply to the calculation of Longevity Pay and will not apply to seniority or any other
38 benefit.

39 40 **Section 16.8.**

41 All non-probationary custodians shall receive additional compensation of three hundred and fifty
42 dollars (\$350), in September payroll, per year for damage to clothing in the performance of their
43 duties. New custodial hires will receive additional compensation of three hundred and fifty dollars
44 (\$350) upon satisfactorily completing their ninety (90) day probationary period.



1 **Section 16.9.**

2 Each school year, the District shall pay all employees fifty dollars (\$50.00) no later than January,
3 payroll. These funds are intended for various and sundry employee expenses not otherwise paid for by
4 the District.
5

6 **Section 16.10.**

7 Employees who previously retired from the District and have returned to employment with the District
8 will be compensated at the base rate plus the longevity step that corresponds to their Years of Service
9 in accordance with Section 16.7 of this Agreement.
10

11 For example, an employee who had 16 years of service with the Port Angeles School District before
12 retiring and came back to work with the District will be paid the base rate for the position they work
13 plus an additional 18%.
14

15 **Section 16.11.**

16 Any employee possessing advanced custodial expertise, such as an HS Lead Custodian, Building
17 Head, or Head Custodian Specialist, shall receive an additional \$0.50 per hour.
18
19
20
21
22
23
24

26 **ARTICLE XVII**

27 **TERM AND SEPARABILITY OF PROVISIONS**

28
29 **Section 17.1.**

30 The term of this Agreement shall be September 1, 2022 to August 31, 2023.
31

32 **Section 17.2.**

33 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
34 parties in writing and at the option of the Union, Schedule A shall be reopened for each fiscal year;
35 provided, however, that this Agreement shall be reopened as necessary to consider the impact of any
36 legislation enacted following execution of this Agreement which may arguably benefit classified
37 employees. The District and Union agree to meet at a mutually agreed upon time to negotiate
38 changes to Article XIII.
39

40 **Section 17.3.**

41 If any provision of this Agreement or the application of any such provision is held invalid, the
42 remainder of this Agreement shall not be affected thereby. The parties shall not be compelled to
43 comply with any provision of this Agreement which conflicts with State or Federal statutes or
44 regulations promulgated pursuant thereto. In the event either of these two (2) previous sections is
45 determined to apply to any provision of this Agreement, said provision shall be renegotiated pursuant
46 to Section 17.2. This Agreement supersedes any previous agreements, policies, or practices of the
District.
47



SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES OF
PORT ANGELES #922

PORT ANGELES SCHOOL DISTRICT #121

BY: _____
Michelle Farmer, Chapter President

BY: _____
Martin Brewer, Superintendent

DATE: _____

DATE: _____



SCHEDULE A
PORT ANGELES SCHOOL DISTRICT #121
SEPTEMBER 1, 2022 - AUGUST 31, 2023

STEP	Custodian	Bld Head	HS Lead	Bus Driver	Courier	Dispatch	Driver Trainer
Base	\$22.41	\$23.58	\$23.02	\$23.40	\$22.25	\$25.73	\$25.73
Year 3	\$23.08	\$24.29	\$23.71	\$24.11	\$22.93	\$26.50	\$26.50
Year 5	\$23.75	\$24.99	\$24.40	\$24.80	\$23.58	\$27.28	\$27.28
Year 7	\$24.42	\$25.70	\$25.09	\$25.50	\$24.25	\$28.04	\$28.04
Year 10	\$25.10	\$26.41	\$25.77	\$26.21	\$24.92	\$28.82	\$28.82
Year 15	\$26.45	\$27.82	\$27.16	\$27.61	\$26.26	\$30.37	\$30.37
Year 20	\$27.79	\$29.23	\$28.54	\$29.01	\$27.59	\$31.90	\$31.90

Longevity increases shall be paid in accordance with Section 16.7. Longevity of this Agreement.

EXHIBIT 1

Job Description

Position: Custodian
Reports to: Head Custodian or School Principal
Department: Building Services

Summary

Performs the routine and regular cleaning, custodial and maintenance work of an assigned School District building. May perform grounds maintenance work as directed.

Nature and Scope

Individuals assigned to this classification are expected to utilize any of the janitorial equipment authorized and available to perform proficiently and independently those assignments of a regular and recurring nature. Work is normally performed in accordance with established and well-known policies, procedures, and practices under general supervision. Supervisor checks progress of work and provides instructions on accomplishing work involving unusual problems or the use of unfamiliar equipment. This position typically performs work in evening hours.

Typical Duties and Responsibilities

Wet and dry mops floors. Vacuums, strips, washes and buffs floors; operates power-cleaning equipment, mechanical cleaners and polishers and mixes cleaning agents as directed.

Vacuums, spot-cleans, and shampoos carpets; empties and cleans waste receptacles; dusts, waxes, washes, and polishes furniture, counters, woodwork and metalwork.

Cleans and washes windows, walls, windowsills, and screens as assigned.

Cleans restrooms and replenishes supplies.

Sweeps sidewalks and performs grounds maintenance duties such as water lawns and plants, as required.

Moves and arranges furniture and equipment as required.

Turns out lights and locks doors and windows upon completion of job duties. Observes and reports to supervisor the need for repairs beyond the scope of this classification.

Makes minor repairs such as replacing light bulbs.



EXHIBIT 2

Job Description

Position: Head Custodian
Reports to: School Principal
Department: Building Services

Summary

Performs regular, recurring custodial and maintenance work. Trains and supervises a small number of custodians. Performs the most difficult custodial tasks requiring the application of a full knowledge of methods, materials, and equipment.

Nature and Scope

This position performs regularly, proficiently, and independently the most complex of janitorial and light maintenance tasks. Progress is generally not checked. Work results are checked by visual inspection and schedule adherence. Head Custodian performs any kind of janitorial work when not otherwise engaged. Incumbents are expected to be able to direct a small number of subordinates, operate all custodial equipment, and may have particular expertise on specific types of equipment. This is typically day work requiring the incumbent to be able to perform work with interruptions.

Typical Duties and Responsibilities

Opens the school building, conducts a cursory security check and checks autotimers of thermostats.

Initiates purchase requests through the Supervisor, Building Services.

Receives work order and applicable instructions from Principal and Vice Principal and allocates portions or all of this work to assigned employees, along with sufficient and accurate information for the work to be accomplished efficiently and to appropriate specifications.

Develops assigned employees in their area of work by instructing and training them in the methods, techniques, materials, and equipment used in custodial work, as applicable.

Checks and appraises work of evening employees for completeness, proper work methods and techniques, and compliance with applicable specifications.

Operates any piece of departmental equipment such as power-cleaning equipment, vacuums, scouring equipment, wax applicators, and other equipment to accomplish the more complex problems subordinate employees cannot resolve.

As appropriate and authorized, devises and adapts tools, aids, improved work methods and procedures to accomplish work assignments.

Assures that work performed in accordance with sound safety practices.

Notifies defects and performs repairs of furniture or building fixtures or contacts the maintenance staff to complete the work.

1 Learns of school activity schedules and plans for work requiring custodial assistance, e.g., staging,
2 risers, or seats.

3
4 Prepares and approves the timesheets of subordinate custodians. Prepares accurate records of supplies
5 used.

6
7 Performs at least one fire drill per months at the request of the Principal. Checks fire fighting
8 equipment to ensure it complies with fire and safety regulations.



EXHIBIT 3

Job Description

Position: Substitute Dispatcher
Reports to: Main Dispatcher and/or Transportation Supervisor
Department: Transportation Department
Scheduled Hours: Fill in when needed
Hourly Rate: Driver base rate plus 10%

DESCRIPTION

The job of Substitute Dispatcher is to help back up the office when the main Dispatcher is absent; unavailable to work; the office needs extra help or back up for summer school program.

QUALIFICATIONS

- High School diploma or GED equivalent
- Experience with school district transportation routes and operating procedures, minimum of five years driving experience in a school bus.
- Experience working with computer programs, Excel and Word.

KNOWLEDGE SKILLS AND ABILITIES

- Knowledge of safety standards, state and federal law, board policies/procedures, rules and regulations governing transportation.
- Ability to work effectively in pressure situations.
- Must maintain appropriate levels of confidentiality in all matters pertaining to students, parents, staff, and programs.
- Ability to learn and understand the needs of a variety of students with handicaps and or diverse socio-economic background.
- Effective oral and written communication skills.
- Demonstrate effective decision-making skills.
- Ability to maintain accurate records.
- Have good customer service and telephone skills.
- Ability to read and interpret road and street maps.
- Good interpersonal skills.
- Ability to organize, set priorities and work independently at times.
- Ability to maintain cooperative and effective communication with administrators, students, parents, public and other department employees.
- Facilitate a positive climate of motivation and teamwork within the transportation department.
- Ability to work with a diversity of individuals and/or groups and problem solve and create actions plans.
- Ability to operate a school bus or van in a safe manner and provide backup in emergencies or when other drivers are not available.

DUTIES AND RESPONSIBILITIES includes the following. Other duties may be assigned.

- Help backup the regular dispatcher, checking to make sure all bus routes and extra trips are covered each day. Contact substitute drivers if needed.
- Able to use the district software to update route cards if needed.
- Help to adjust routes to meet the needs of students with IEP's with assistants from the regular dispatcher and/or transportation supervisor.
- Address safe concerns and report them to the main dispatcher or transportation supervisor.
- Help in assigning properly equipped buses based on student load and special needs with the assistant from the regular dispatcher and/or transportation supervisor.
- In an emergency situation will help contact appropriate agencies and arrange for emergency or backup transportation. Will contact the main dispatcher or transportation supervisor immediately for assistants.
- Able to communicate with shop personnel regarding equipment damage and breakdowns.

LICENCES, CERTIFICATES & SPECIAL REQUIREMENTS

- Possess a valid Washington State Driver's License and CDL Class B license with endorsement for school buses.
- Maintain Washington State School Bus Driver Certification.
- Current First-Aid Card
- Valid Medical Examiner's Certificate (CDL).

WORKING CONDITIONS/PHYSICAL REQUIREMENTS

- Able to work when needed.
- Ability to sit for prolonged periods. May be confined to work station during peak periods. Exposed to high noise levels from the two-way radio.
- Take scheduled breaks during nonpeak dispatching times.
- Able to multitask when needed. Fast paced work environment including frequent interruptions.
- Office and road environment; requires visual concentration and precision; exposed to road and traffic hazards.

Reporting Relationship

- Reports to the main dispatcher and/or transportation supervisor.

