

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

AND

**PUBLIC SCHOOL EMPLOYEES OF  
SOUTH WHIDBEY SCHOOL DISTRICT CHAPTER #826**

SEPTEMBER 1, 2024 - AUGUST 31, 2025



**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

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

28  
29 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations  
30 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties  
31 agree as follows:  
32  
33  
34

## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

35  
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38  
39 **Section 1.1.**

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

44 **Section 1.2.**

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



1 **Section 1.3.**

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

5  
6 **Section 1.4.**

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

11  
12 **Section 1.4.1.**

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

17  
18 **Section 1.4.1.1.**

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

21  
22  
23  
24 **ARTICLE II**

25  
26 **RIGHTS OF THE EMPLOYER**

27  
28 **Section 2.1.**

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

37  
38 **Section 2.2.**

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



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



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## ARTICLE IV

### RIGHTS OF THE ASSOCIATION

**Section 4.1.**

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

**Section 4.2.**

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

**Section 4.3.**

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

**Section 4.4.**

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

**Section 4.5.**

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

**Section 4.6.**

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

**Section 4.7.**

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



1 **Section 4.8. Bulletin Boards.**

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

8  
9 **Section 4.8.1.**

10 The responsibility for the prompt removal of notices from the bulletin boards after they have served  
11 their purpose shall rest with the Association.  
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14  
15 **ARTICLE V**

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17 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

18  
19 **Section 5.1.**

20 It is agreed and understood that matters appropriate for consultation and negotiation between the District and  
21 the Association are policies, programs, and procedures relating to or affecting hours, wages, grievance  
22 procedures and general working conditions of employees in the bargaining unit subject to this Agreement.  
23

24 **Section 5.2.**

25 It is further agreed and understood that the District will consult with the Association, and meet with the  
26 Association upon its request, in the formulation of any changes being considered in existing benefits,  
27 policies, practices and procedures.  
28

29 **Section 5.3.**

30 It is further recognized that this Agreement does not alter the responsibility of either party to meet with the  
31 other party to advise, discuss or consult regarding matters concerning working conditions not covered by this  
32 Agreement.  
33

34 **Section 5.4.**

35 The Association will, from time to time, as appropriate, be advised of current and predicted workload  
36 information.  
37  
38  
39

40  
41 **ARTICLE VI**

42 **ASSOCIATION REPRESENTATION**

43  
44 **Section 6.1.**

45 The Association will designate a Conference Committee of three (3) members who will meet with the  
46 Superintendent of the District and the Superintendent's representatives on a mutually agreeable basis to  
47 discuss appropriate matters.  
48







1 **Section 7.2.**

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

9  
10 **Section 7.2.1.**

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

15  
16 **Section 7.2.2.**

17 Employees explicitly required by an administrator to work through their regular lunch periods will  
18 be given time to eat at a time agreed upon by the employee and supervisor. In the event the  
19 District requires an employee to forego a lunch period and the employee works the entire shift,  
20 including the lunch period, the employee will be compensated for the foregone lunch period at  
21 time and one half rates.

22  
23 All employees who are deprived of breaks due to emergency work situations will be compensated  
24 for all the break time that was missed. If an emergency occurs forcing an employee to miss lunch  
25 or break (no prior administrative request) must inform their supervising administrator as soon as  
26 possible after a missed break or lunch period. The employee will work with their supervisor to  
27 reschedule their lunch during the same day. If the lunch period was not rescheduled during the  
28 same day the lunch period was missed, the employee will be compensated for the foregone lunch  
29 period at time and one-half rates.

30  
31 **Section 7.3.**

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

35  
36 **Section 7.4.**

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

41  
42 **Section 7.5.**

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

1 **Section 7.6.**

2 Employees will be paid their regular hourly rate for the actual time spent in meetings at which their  
3 presence is required by the District including staff, orientation or other meetings outside of regular work  
4 hours. An employee must be in attendance to receive payment, and one-half (1/2) hour will constitute the  
5 minimum payment for attending.  
6

7 **Section 7.7. Overtime.**

8 In the assignment of overtime, the District agrees to provide the employee with as much advance notice as  
9 practicable in the circumstances. Normally, employees designated to work overtime on days outside their  
10 regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of  
11 the last shift before the overtime commences. All overtime must be preauthorized by the appropriate  
12 administrative supervisor.  
13

14 **Section 7.7.1.**

15 All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and  
16 one-half (1 1/2) times the employee's base pay.  
17

18 **Section 7.7.2.**

19 Unless mutually agreed otherwise, all hours worked on Saturday, as defined herein, shall be  
20 compensated at the rate of one and one-half (1 1/2) times the employee's base rate of pay. All hours  
21 worked on Saturday or Sunday in excess of the employee's normal shift shall be compensated at a  
22 rate twice the employee's base pay.  
23

24 **Section 7.7.3.**

25 No one is permitted to work in excess of their normal work hours (additional or overtime) unless  
26 preauthorized by the appropriate administrative supervisor.  
27

28 **Section 7.8.**

29 In the event of school closure due to inclement weather, plant inoperation or the like, the District will  
30 make every reasonable effort to notify employees to refrain from coming to work. On days when school  
31 has been closed due to severe weather or emergency conditions, school year employees will not report for  
32 duty but will report on the student make-up day(s). In the event of a delayed opening as a result of  
33 hazardous or inclement weather conditions, no employee will suffer a loss of pay for scheduled hours of  
34 work as a result; additionally, in these conditions, no employee will be required to report to work earlier  
35 than thirty (30) minutes before the scheduled late start.  
36

37 In the event that public media or telephone notification does not occur within thirty (30) minutes prior to  
38 their scheduled work time, and the employee actually reports to work, they shall receive a minimum of  
39 two (2) hours pay at their regular rate. No employees should report to work when school is closed except  
40 those who work twelve (12) months.  
41

42 **Section 7.9. Classified Staff Working as Substitute Teachers.**

43 The District may offer classified staff the ability to temporarily work as substitute teachers if the  
44 classified staff member meets the minimum qualifications to be a substitute teacher. In the event a  
45 classified staff member performs substitute teacher duties, they will be paid at the substitute teacher rate  
46 or their regular rate of pay, whichever is higher. No classified staff member will be required to perform  
47 substitute teacher duties and may accept the assignment of substitute teacher duties at their sole  
48 discretion.



1  
2 **Section 7.10. Radios.**

3 A functional two-way radio will be available to any member alone with a student. Members outside with  
4 students will have at least one (1) radio.

5  
6 **Section 7.11. Unsafe Working Conditions.**

7 Unsafe or hazardous working conditions shall immediately be reported to the employee's immediate  
8 supervisor. Documentation of injury will be cc'd to the Association President. The use of reasonable  
9 physical force by a school employee as necessary to prevent a student from harming themselves, other  
10 students, school staff, other persons, or property is to be reported immediately to the direct supervisor.  
11 Employees may use reasonable measures with a student, patron, or other person as is necessary to protect  
12 him/herself, a fellow employee, a teacher, an administrator or another student from attack, physical  
13 abuse, or injury, or to prevent damage to District property.  
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17 **ARTICLE VIII**

18  
19 **HOLIDAYS AND VACATIONS**  
20

21 **Section 8.1. Holidays.**

22 Employees shall be entitled to receive paid holidays if they are working their regular schedule before and  
23 after the holiday. Secretarial employees hired prior to September 1, 2001, shall be paid for Independence  
24 Day regardless of work status:  
25

- |    |                           |                                |
|----|---------------------------|--------------------------------|
| 26 | 1. New Year's Day         | 8. Veterans Day                |
| 27 | 2. Martin Luther King Day | 9. Thanksgiving Day            |
| 28 | 3. Presidents' Day        | 10. Day after Thanksgiving Day |
| 29 | 4. Memorial Day           | 11. Day before Christmas       |
| 30 | 5. Juneteenth             | 12. Christmas Day              |
| 31 | 6. Independence Day       | 13. Day before New Year's Day  |
| 32 | 7. Labor Day              |                                |

33  
34 Employees shall be entitled up to a maximum of twelve (12) holidays per year. Employees working before  
35 and after Juneteenth may select Juneteenth (6/19) in place of Christmas Eve or New Year's Eve as one (1) of  
36 their recognized paid holidays.  
37

38 **Section 8.1.1. Unworked Holidays.**

39 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the  
40 time the holiday occurs. Employees who are on the active payroll on the holiday and have worked  
41 their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday,  
42 and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to  
43 this requirement will occur if employees can furnish proof satisfactory to the District that because of  
44 illness they were unable to work on either of such shifts, and the absence previous to such holiday, by  
45 reason of such illness, has not been longer than thirty (30) regular workdays.  
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1 **Section 8.1.2. Worked Holidays.**

2 Employees who are required to work on the above described holidays shall be paid at twice the base  
3 rate for all hours worked on such holidays.  
4

5 **Section 8.1.3. Holidays During Vacation.**

6 Should a holiday occur while an employee is on paid vacation, the employee shall be allowed to take  
7 one (1) extra day of vacation with pay in lieu of the holiday as such.  
8

9 **Section 8.1.4. Unpaid Holidays.**

10 In accordance with RCW 1.16.050 employees are entitled to two (2) unpaid holidays per calendar  
11 year for a reason of faith or conscience or an organized activity conducted under the auspices of a  
12 religious denomination, church, or religious organization. The employer must allow the employee  
13 to do so unless the employee’s absence would impose an undue hardship on the employer. Undue  
14 hardship shall have the meaning established in rule by the Office of Financial Management under  
15 Section 2 (two) of this act.  
16

17 **Section 8.2. Vacations.**

18 All employees subject to this Agreement shall be credited with hours of vacation credit, based on hours  
19 worked during the period September 1 to August 31. Such vacation credit shall be earned, vested, and used  
20 as designated in this Article.  
21

22 **Section 8.2.1.**

23 The vacation credit to which an employee shall be entitled shall be computed in accordance with the  
24 following rules:  
25

<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

31 **Section 8.2.2.**

32 All hours worked will be counted in the computation of vacation credit, and hours worked at  
33 premium rates shall be counted as straight time hours in such computation. For every regular  
34 workday from which an employee is absent due to compensated leave, the hours of the employee's  
35 normal work shift shall be credited as if worked.  
36  
37

38 **Section 8.2.3.**

39 Time on layoff and time on authorized leave of absence will be counted as continuous service for the  
40 purpose of establishing and retaining eligibility dates.  
41

42 **Section 8.2.4.**

43 For twelve (12) month employees, any vacation currently due, except as provided in the following  
44 Section, but unused by the new accrual date each year may be carried over for one (1) year  
45 following the accrual date with the approval of the immediate supervisor and administration. No  
46 vacation may be carried over for more than one (1) year beyond the date on which it became due;  
47 provided, however, no employee shall be denied accrued vacation benefits due to District  
48 employment needs.



1  
2 **Section 8.2.5.**

3 Less than twelve (12) month employees shall be encouraged to utilize accrued vacation credits on the  
4 same basis as twelve (12) month employees, except that the District shall be entitled to deny vacation  
5 usage on student attendance days where the employee’s absence would place an unreasonable  
6 hardship on the District. Unreasonable hardship shall be mutually understood as the lack of a  
7 qualified replacement at an equal or lower cost for an employee with a unique skill set. Unused  
8 vacation credits for less than twelve (12) month employees shall be treated as “in lieu of vacation  
9 credit” and shall be cashed out in the June check. Any vacation or personal day requests for June  
10 shall be turned in by May 15.  
11  
12

13  
14 **ARTICLE IX**

15  
16 **LEAVES**

17  
18 **Section 9.1. Illness, Injury and Emergency Leave.**

19  
20 **Section 9.1.1. Sick Leave.**

21 A regular employee is entitled to and will be credited twelve (12) days of sick leave per year at  
22 the beginning of each contract year, prorated based on the average daily hours full-time  
23 equivalency (FTE). Substitute employees shall accrue one (1) hour of sick leave for every forty  
24 (40) hours they work during the contract year. In the event an employee should terminate  
25 employment having used, because of advance crediting, more sick leave days than entitled,  
26 adjustment to salary due but unpaid or procedures for repayment will be implemented by the  
27 District as appropriate.  
28

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

30 Purpose: In addition to use for emergencies, and employee may use accrued sick leave for the  
31 following purposes:  
32

- 33 1. Mental/Physical Illness, Injury or Health Condition for themselves or family member
- 34 2. Treatment of Mental/Physical Illness, Injury or Health Condition for themselves or  
35 family member
- 36 3. Preventative Medical Care for themselves or family member
- 37 4. Employer is closed by order of a public official for any health-related reason
- 38 5. Employee’s child school or place of care is closed by order of a public official for any  
39 health-related reason
- 40 6. Absences that qualify for leave under the Washington State Domestic Violence Leave  
41 Act  
42

43 Personal emergencies are situations that require the employee's attention and are of such a nature  
44 that prior planning is not possible.  
45  
46  
47  
48

1 **Section 9.1.3. Definition of Family Member.**

2 The definition of “family member” shall include parent, child, spouse, registered domestic  
3 partner, sibling, grandchild and grandparent. child and parent shall include biological,  
4 adopted/adoptive, foster, de facto, step, in loco parentis and legal guardian.  
5

6 **Section 9.1.4. Sick Leave Usage Minimum.**

7 Employees shall use sick leave in time increments consistent with the Employer’s payroll time  
8 tracking system, but in no case in increments beyond one (1) hour. *(i.e.: If an employer’s payroll*  
9 *system tracks in fifteen (15) minute increments, the employer shall allow such employees to use*  
10 *paid sick leave in fifteen (15) minute increments).*  
11

12 **Section 9.1.5. Sick Leave Accrual and Carryover Maximum.**

13 Employees shall be allowed to accrue and carryover from year to year up to their annually  
14 contracted amount of days, up to a maximum of one hundred eighty (180) days at their contracted  
15 daily hours.  
16

17 **Section 9.1.6.**

18 Employees who have accrued sick leave while employed by another public school district in the State  
19 of Washington shall be given credit for such accrued sick leave upon employment by the District  
20 provided such employment has been continuing up to the time of hiring by the South Whidbey  
21 District.  
22

23 **Section 9.1.7. Attendance Incentive Program.**

24 The parties have negotiated per Chapter 275, 1983 Regular Legislative Session, and hereby agree  
25 that the District will implement the employee Attendance Incentive Program, as per the current  
26 effective statute at the time of application by employees. In January of the year following any  
27 year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each  
28 January thereafter, eligible employees may exercise an option to receive remuneration for unused  
29 leave for illness or injury accumulated in the previous year, at a rate equal to one (1) day's  
30 monetary compensation to the employees for each four (4) full days of accrued leave for illness or  
31 injury in excess of sixty (60) days.  
32

33 Leave for illness or injury, for which compensation has been received, shall be deducted from  
34 accrued leave for illness or injury, at the rate of four (4) days for every one (1) day's monetary  
35 compensation.  
36

37 At the time of separation from District employment due to retirement or death, eligible employees  
38 or employees' estates shall receive remuneration at a rate equal to one (1) day's current monetary  
39 compensation for each four (4) full days accrued leave for illness or injury.  
40

41 **Section 9.2. Bereavement Leave.**

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





1 **Section 9.2.1. Serious Family Illness Leave.**

2 Employees shall be entitled to three (3) days per year of paid non-cumulative serious family illness  
3 leave for situations where immediate family members are hospitalized or would need to be  
4 hospitalized if the employee were not available to care for them. The District may require a note  
5 from a licensed medical practitioner.  
6

7 **Section 9.3. Maternity Leave.**

8 Upon application therefore, the District shall grant maternity leave in accordance with Family Medical Leave  
9 Act and Washington Family Leave Act. Such leave shall commence at such time as the employee, and her  
10 physician, deem necessary. A physician's note is required. Employees granted maternity leave must return  
11 to work not later than one (1) year following the granting of the maternity leave. Employees granted  
12 maternity leave may, at their option, be allowed compensation for maternity leave in accordance with  
13 Section 9.1.1 above. Before returning to work, the employee must be certified by her physician as ready and  
14 able to return.  
15

16 **Section 9.4. Parenting Leave.**

17 An employee, upon request, shall be granted up to five (5) days leave, on or about the date of the birth of the  
18 child. Such leave shall be deducted from that accumulated pursuant to Section 9.1.1 above. An employee  
19 who adopts a child shall be entitled to utilize up to five (5) days leave. Such leave shall be deducted from  
20 that accumulated pursuant to Section 9.1.1 above. In addition, an employee may be eligible for additional  
21 days in accordance with Family Medical Leave Act and Washington Family Leave Act. If additional leave is  
22 needed, the employee may request consideration of leave pursuant to the terms of Section 9.6, Leave of  
23 Absence. This leave may not be used in conjunction with Section 9.3.  
24

25 **Section 9.5. Judicial Leave.**

26 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a  
27 codefendant with the District, such employee shall receive a normal day's pay for each day of required  
28 presence in court; provided, however, that any compensation received for such service shall be paid to the  
29 District. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the  
30 event that an employee is a party in a court action, such employee may request a leave of absence.  
31

32 **Section 9.6. Leave of Absence.**

33  
34 **Section 9.6.1.**

35 Upon recommendation of the immediate supervisor to the Superintendent, and upon approval of the  
36 Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1)  
37 year; provided, however, if such leave is granted due to extended illness, one (1) additional year may  
38 be granted. An employee shall not accept employment except with the South Whidbey School  
39 District on a substitute or leave replacement basis while on leave. If an employee accepts  
40 employment elsewhere without Board approval, that employee shall have forfeited the leave and all  
41 employment rights with the District.  
42

43 **Section 9.6.1.1.**

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

1  
2 **Section 9.6.2.**

3 Staff members on leave of absence must notify the Superintendent by March 15 of the leave year of  
4 their desire to return to work. Failure to do so will terminate employment. The returning employee  
5 will be assigned to the same or comparable position occupied before the leave of absence.

6 Employees hired to fill vacancies created by employees on leave of absence will be hired for a  
7 specific period of time, during which they shall be subject to all provisions of this Agreement. It  
8 shall be the responsibility of the employer to inform replacement employees of these provisions  
9 pursuant to Article IV, Section 4.3 herein.

10  
11 **Section 9.6.3.**

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

16  
17 **Section 9.7. Personal Leave.**

18 Each employee shall be entitled to four (4) days of personal leave per year. Employees can roll over up to  
19 two (2) Personal Leave days to the following year with a maximum of five (5) days during any given school  
20 year. Personal leave is neither sick leave nor bereavement leave and is noncumulative. Personal leave shall  
21 not be used during the first week or during the last two (2) weeks of school or to extend any vacation period  
22 requests. Exceptions can only be made by prior approval of the Superintendent. No more than two (2)  
23 employees in the building, at the supervisor's discretion, with minimal disruption to the operation of the  
24 school will be granted personal leave on the same day. Employees will be compensated for one hundred  
25 percent (100%) of any remaining balance that is not rolled over of personal leave hours at the end of the  
26 school year.

27  
28 **Section 9.8. Family Medical Leave Act.**

29 All employees who work one thousand two hundred fifty (1250) hours for at least one (1) year shall be  
30 eligible for leave under the Family Medical Leave Act. Employees hired to replace employees on FMLA  
31 shall be ineligible for insurance benefits. All other aspects of FMLA shall be legally administered by the  
32 District.

33  
34 **Section 9.9. Leave Sharing.**

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

40  
41 An employee shall be eligible to receive shared leave in accordance with Policy #5406 under the following  
42 conditions:

- 43 ○ The employee's job is one in which sick leave can be used and accrued.
- 44 ○ The employee is not eligible for time loss compensation September 1 through August 31.
- 45 ○ The employee has abided by the District policies regarding the use of sick leave.
- 46 ○ The employee has exhausted, or will exhaust, his or her sick leave.
- 47 ○ The condition has caused, or is likely to cause, the employee to go on leave without pay or terminate  
48 District employment.



1  
2 Employees may donate sick leave to specific individuals or the pool using the following criteria:

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

9  
10 **Section 9.10. Washington State Paid Family and Medical Leave (PFML).**

11 The District will abide by the requirements outlined in RCW 50A.15.020 regarding Washington’s Family  
12 Leave Act. Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as  
13 allowed by law:

- 14 ○ The District shall annually notify employees about the benefits available under PFML.
- 15 ○ Employees will be required to file a claim for PFML benefits with the Employment Security
- 16 Division (ESD) at the following website: <https://paidleave.wa.gov/get-ready-to-apply/> all
- 17 payments will come from the ESD.
- 18 ○ Employees will be required to contact the Employment Security Guidelines to determine the
- 19 amount of leave available.
- 20 ○ To qualify for PFML, employees must work no less than eight hundred twenty (820) hours in
- 21 employment in Washington State during the qualifying period Employment Security will
- 22 determine the employee’s eligibility and benefit.
- 23
- 24

25 Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or [www.paidleave.wa.gov](http://www.paidleave.wa.gov)  
26 for all information pertaining to this leave.

27  
28 **Section 9.11. Physician Statement.**

29 An employee claiming sick leave benefits for more than four (4) consecutive workdays may be required by  
30 the District to submit a written statement from the employee’s health care professional which outlines the  
31 need for continued absence for medical reasons.

32  
33 **Section 9.12.**

34 When an employee utilizes or requests to utilize any leave in this Article, the employee will not be  
35 required to secure their own substitute. It will be the District’s responsibility to ensure substitute coverage  
36 should the District deem substitute coverage necessary. No employee will have a legitimate leave request  
37 denied due to the inability to find a substitute. The District may deny personal leave consistent with  
38 Section 9.7.

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**ARTICLE X**

**PROBATION, SENIORITY AND LAYOFF PROCEDURES**

**Section 10.1.**

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

**Section 10.1.1.**

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

**Section 10.1.2.**

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

**Section 10.1.3. Employees with the Same Hire Date.**

In the event that more than one (1) employee in the same job classification has the same hire date, seniority will be determined by drawing straws. Seniority conflicts resolved by other methods prior to the date of this contract will not be altered by this contract.

**Section 10.2. Regular Employees.**

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

**Section 10.2.1. Substitute Employees.**

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

**Section 10.2.1.1. Leave Replacement Employees.**

Such employees that are hired to replace regular employees on paid leave or FMLA status will not receive benefits with the exception of Step 1 pay related to Schedule A. Such employees that are hired to replace regular employees on unpaid leave of absence will be provided benefits and pay related to Step 1 of Schedule A. Leave replacement employees shall be provided with two (2) week written notice of return of regular employees.

**Section 10.2.1.2. Temporary Employees.**

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

1 **Section 10.2.2.**

2 Employees promoted to a higher-rated position, or hired into a new general job classification,  
3 shall be on probationary status of not more than thirty (30) days in the assignment. During the  
4 probationary period, the supervisor shall conference with the employee to discuss and review the  
5 position and performance, taking into consideration the employee's concerns. During this  
6 probationary period, if the employee's job performance is not satisfactory, the District, at its  
7 discretion, may return the employee to the employee's previous position. The employee may elect  
8 to return to the previously held position within ten (10) working days after assuming the new  
9 position. The District may, but is not required to, staff the employee's previous position with a  
10 substitute during the probationary period. This substitute assignment is not subject to the  
11 limitations in Section 10.8.

12  
13 **Section 10.3.**

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

16  
17 **Section 10.4.**

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

- 19 A. Resignation;
- 20 B. Discharge for justifiable cause; and
- 21 C. Retirement.

22  
23 **Section 10.4.1.**

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

- 25 A. Time lost by reason of industrial accident, industrial illness, or judicial leave;
- 26 B. Time spent on paid sick leave or temporary disability leave, or any FMLA leave;
- 27 C. Time on leave-of-absence granted for the purpose of serving in the Armed Forces of  
28 the United States; and
- 29 D. Time spent on other authorized leaves not exceeding one (1) calendar month.

30  
31 **Section 10.4.2.**

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

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

39  
40 **Section 10.5.**

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

43  
44 **Section 10.6.**

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

1 **Section 10.7.**

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

9  
10 **Section 10.8.**

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

16  
17 **Section 10.9. Layoff.**

18 When the District becomes aware that a layoff may be necessary, they will notify the Association in a  
19 timely manner. Within ten (10) days of notification, appropriate representatives from the Association and  
20 District will meet to review the issues and process. The District will gather input from the Association to  
21 explore alternatives.

22  
23 In the event that no alternative can be agreed to, the District will notify each member of the affected  
24 classification in writing and ask for volunteers. In the event of layoff, a warning of the possibility of a  
25 layoff will go out to employees by April 30 of each year.

26  
27 If the District determines that a layoff or reduction in hours within this bargaining unit is necessary, all  
28 affected employees will receive a notice by the end of the last working day in May in case of a  
29 layoff/reduction implemented at the beginning of the next contract year, prior to the layoff/reduction.

30  
31 In the event of a layoff before the last working day in May, all affected employees will receive thirty (30)  
32 calendar days’ notice in writing.

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

38  
39 **Section 10.9.1.**

40 All bumping to avoid layoff shall be on a lateral or downward level when the senior employee is  
41 qualified to perform the duties of the position. The District shall have the authority, after  
42 consultation with the Association, to direct such a bump between positions that are similar in  
43 wages, hours, and working conditions during a layoff situation.

44  
45 Probationary and temporary employees do not have bumping rights, but if they were a regular  
46 employee prior to accepting the temporary assignment, they will have bumping rights at their  
47 permanent employee level.









1 **Section 12.5.**

2 The District shall provide tort liability for all employees subject to this bargaining Agreement for claims filed  
3 against them as a result of their actions taken in the course and scope of their employment.  
4

5 **Section 12.6.**

6 The District shall participate in the Washington State Unemployment Compensation Fund or approved  
7 cooperative requisite to providing unemployment benefits for all employees subject to this Agreement.  
8

9 **Section 12.7.**

10 In determining whether an employee subject to this Agreement is eligible for participation in the Washington  
11 State Public Employees' Retirement System, the District shall report all hours worked, whether straight time,  
12 overtime, or otherwise.  
13

14 **Section 12.8.**

15 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan  
16 sponsored by the Public School Employees of Washington. On receipt of a written authorization by an  
17 employee, the District shall make the requisite withholding adjustments and deductions from the employee's  
18 salary.  
19

20 **Section 12.9. District Directed Testing/Screening/Quarantine.**

21 During instances of public health crisis or emergency (as indicated by public health agencies or political  
22 subdivision of the State of Washington) in which vaccines may or may not be available, recommended, or  
23 required, the following will apply: Should the District require a vaccinated employee (or non-vaccinated  
24 employees with verified medical/religious rationale) to be tested, screened, or quarantined in response to  
25 a public health concern (*example: COVID-19 pandemic*), such time spent shall be considered paid  
26 administrative leave.  
27

28 **Section 12.10. Vaccination Support.**

29 The District will make ongoing efforts to partner with local health care providers to provide employees  
30 information and vaccinations/shot clinics as possible. These opportunities for vaccinations/shots shall  
31 include such vaccination/shot such as Hepatitis, annual flus shots, COVID-19 vaccinations and other  
32 active epidemic vaccine as determined through labor management discussion.  
33

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

35 When an Employee is eligible for benefits from the Department of Labor and Industries Industrial Insurance  
36 Program, supplemental industrial insurance and sick leave may be combined, at the option of the employee,  
37 so that both combined will equal up to the Employee's regular salary. The amount of leave used may not  
38 result in the employee's total pay exceeding one hundred percent (100%) of the employee's full pay when  
39 combined with the industrial insurance compensation benefit. A deduction shall be made from the  
40 employee's accumulated illness, injury and emergency leave in accordance with the amount paid to the  
41 employee by the District. Upon receipt of his/her check from Labor and Industries, the employee shall turn  
42 said check in to the District and receive a warrant in the normal amount in exchange, provided the employee  
43 has adequate illness, injury and emergency leave from which to draw.  
44

45 Employees who choose not to supplement this benefit with accrued leave must provide the District  
46 notice, otherwise, the default will result in initially charging the employee sick leave and reimbursing the  
47 employee's sick leave after the District receives documentation from the Department of Labor and  
48

1 Industries. The employee will notify the District of their intent to not use accrued leave to supplement  
2 worker's compensation benefits by the 5<sup>th</sup> of the month in which leave will be used. This shall begin as  
3 of the first day of absence from work.  
4

5 **Section 12.12.**

6 In the event an employee sustains a duty incurred injury and is temporarily disabled, benefits from  
7 applicable sick leave and industrial insurance programs shall be combined so that the combined benefits  
8 will equal the employee's regular salary. In such case, the District will continue the employer's share of  
9 contributions for PERS/SERS and health benefits up to a maximum of twelve (12) months.  
10

11 In the event an employee exhausts his/her sick leave and has not returned to work, and is not receiving  
12 any compensation from the District, the District shall pay both the employer and employee retirement  
13 contributions to the retirement system and continue the District's insurance contribution for up to a  
14 maximum of twelve (12) consecutive months from the date the employee exhausted his/her sick leave.  
15

16 **Section 12.12.1.**

17 The District shall reimburse to a maximum of one thousand dollars (\$1,000) to employees, per  
18 school year, for replacement of any clothing or other personal property damaged or destroyed by a  
19 malicious act during the course of his/her assigned working hours plus all medical, surgical or  
20 hospital service incurred as the result of any injury sustained in the course of his/her assigned  
21 working hours. Employees who suffer injury due to actions of students may choose to go home  
22 for the remainder of the day with no loss of pay or benefits.  
23  
24  
25

26 **ARTICLE XIII**

27 **PROFESSIONAL DEVELOPMENT**  
28  
29

30 **Section 13.1.**

31 In the mutual interests of the District and Association, the District shall provide no less than seven (7) hours  
32 or one (1) workday of professional development opportunities for each member of the Association per year.  
33 Employees/Supervisors are encouraged to seek additional opportunities that are relevant to employee's jobs.  
34 Supervisor/Human Resources will provide information on training opportunities (via district link or email)  
35 for all represented employees no less that twice per school year. Each individual member shall be  
36 reimbursed up to one hundred fifty dollars (\$150) per year for these prior-approved professional  
37 development opportunities. Employees may accumulate up to four hundred fifty dollars (\$450) of unused  
38 funds. Employees may not donate unused funds to others. The District will determine if the training  
39 opportunity is relevant to the individual position. All training, for which the employee is seeking time away  
40 from work and/or additional compensation, must be preapproved.  
41

42 **Section 13.2. Certification Pay.**

43 The District will provide compensation for Union or State issued certifications so long as the certification is  
44 valid throughout the full year and that the type of work performed is specific to the job classification and  
45 duties. Effective September 1 of each school year, certification stipends will be paid according to the  
46 following schedule:  
47  
48





ALLOWANCE TYPE:	ANNUAL	MONTHLY
<b>Level 1</b>		
Paraeducator Advanced Certification	\$480	\$40
<b>Level 2</b>		
Paraeducator Specialty Certification - ELL	\$480	\$40
Paraeducator Specialty Certification - Sped	\$480	\$40

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

**Section 13.3. Mandatory Training.**

All employees will receive scheduled time to complete all District required trainings. A training calendar will be provided identifying the time available for this by the first school day of each year.

**ARTICLE XIV**

**ASSOCIATION MEMBERSHIP AND CHECKOFF**

**Section 14.1. Notification.**

The Employer shall notify [membership@pseofwa.org](mailto:membership@pseofwa.org) and the Association Chapter President of all new hires five (5) days prior to the new hire’s first day of work, or as soon as practical, including name, home mailing address, job title, phone number, work email, work location, and hire date.

**Section 14.2. Association Membership.**

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

**Section 14.3. Association Membership Rescission.**

Association members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to the Association, following the Association’s Constitution and Bylaws, and any and all relevant conditions, Policies and Procedures. Providing such conditions have been met, the Association shall inform the Employer of such employee’s non-member status consistent with the notification Section of this Agreement, specifically Dues and COPE Deduction below.



1 **Section 14.4. Dues and COPE Deduction.**

2 Upon notification of an employee’s membership status in the Association and or election to participate in  
3 Association’s political program (COPE), the Employer shall deduct Association dues and COPE  
4 contributions as identified by the Association. The Association will provide the actual written  
5 authorization of the employee to the District as part of this notification.  
6

7 **Section 14.5. Indemnify and Hold Harmless.**

8 The Association agrees to indemnify and hold harmless from all claims, demands, suits or other forms of  
9 liability that shall arise against the Employer for, or on account, of any membership dues or COPE  
10 deductions made from the pay of a bargaining unit employee.  
11

12 **Section 14.6. Non-Interference.**

13 The Employer remains committed to its obligations under collective bargaining laws, including Chapter  
14 RCW 41.56. These commitments include recognition that it would be an Unfair Labor Practice “to  
15 interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this  
16 chapter” or “to control, dominate, or interfere with a bargaining representative.” RCW 41.56.140. The  
17 Employer agrees to reinforce with its administrators and supervisors the importance of these obligations.  
18

19 **Section 14.7. Agency Fee Restoration Contingency.**

20 In the event there is a change in law or holding by a court of competent jurisdiction that allow for the  
21 withholding of dues or an equivalent fee as a condition of employment, the Association and the District  
22 agree to restore the concept of union security and dues deduction and negotiate the specific provisions in  
23 the Collective Bargaining Agreement.  
24

25 **Section 14.8. Annual Employee Orientation.**

26 Designated leaders and staff representatives shall have thirty (30) minutes to meet on the job and on the  
27 clock with newly hired employees. Bargaining unit employees assigned to the Association shall be  
28 released with pay inclusive of travel time if necessary for meeting with the new employee. Said meeting  
29 shall be scheduled at the end of the month, when applicable. The Association shall have the right to  
30 distribute materials, such as Association new hire packets, at the New Employee Orientation.  
31

32 **Section 14.9. Public Disclosure Request Act Notification.**

33  
34 • **PRA Notification Purpose**

35 Due to the complexity of public records requirements, it can be a challenge for Public Information  
36 Officers in State agencies and political subdivisions to know for certain which records are ripe for  
37 disclosure and which may be excluded.  
38

39 • **Public Records**

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

42 Employer will provide such notice as soon as possible upon receiving the request. Notice will  
43 include:

- 44 ■ A copy of the request;
- 45 ■ A general description of the responsive records;
- 46 ■ The actual date the employer intends to produce the records unless it is served with  
47 a signed court order preventing disclosure.



1  
2 **Section 14.10. Member Lists.**

3 The Employer will provide the Association with a monthly bargaining unit list, transmitted electronically  
4 in excel format, to [membership@pseofwa.org](mailto:membership@pseofwa.org) and the Chapter President. Included will be those who are  
5 hired, rehired, reinstated, transferred into or out of the bargaining unit, reclassified, promoted,  
6 downgraded, placed on leaves of absence of any type (including retirement), and those added or deleted  
7 from the bargaining unit. All should contain each bargaining unit employee's: name; employee number;  
8 classification; job title; work location; personal phone number; address; work and personal e-mail  
9 address; hourly rate of pay; hours worked; FTE/SEBB eligibility, gross pay; union dues paid.  
10  
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12

13 **ARTICLE XV**

14 **GRIEVANCE PROCEDURE**

15  
16  
17 **Section 15.1.**

18 Grievances or complaints arising between the District and its employees within the bargaining unit defined in  
19 Article I herein, with respect to matters dealing with the interpretation or application of the Terms and  
20 Conditions of this Agreement, shall be resolved in strict compliance with this Article.  
21

22 **Section 15.2. Grievance Steps.**

23  
24 **Section 15.2.1. Step 1.**

25 Employees shall first discuss the grievance with the immediate supervisor. If employees so wish, they  
26 may be accompanied by an Association representative at such discussion. All grievances not brought to  
27 the immediate supervisor in accordance with the preceding sentence within thirty (30) days of the  
28 occurrence giving rise to the grievance shall be invalid and subject to no further processing.  
29

30 **Section 15.2.2. Step 2.**

31 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding  
32 subsection, the employee shall reduce to writing a statement of the grievance containing the  
33 following:  
34

- 35 A. The facts on which the grievance is based;  
36 B. A reference to the provisions in this Agreement which have been allegedly violated;  
37 and  
38 C. The remedy sought.  
39

40 The employee shall submit the written statement of grievance to the immediate supervisor for  
41 reconsideration within fifteen (15) days after the discussion and shall submit a copy to the official in  
42 the Administration responsible for personnel. The parties will have five (5) working days from  
43 submission of the written statement of grievance to resolve it by indicating on the statement of  
44 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.  
45

46 **Section 15.2.3. Step 3.**

47 If no settlement has been reached within the five (5) days referred to in the preceding subsection, and  
48 the Association believes the grievance to be valid, a written statement of grievance shall be submitted

1 within ten (10) working days to the District Superintendent or the Superintendent's designee. After  
2 such submission, the parties will have ten (10) working days from submission of the written  
3 statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an  
4 agreeable disposition is made, all parties to the grievance shall sign it.

5  
6 **Section 15.2.4. Step 4.**

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

16  
17 **Section 15.2.5. Step 5.**

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

24  
25 **Section 15.3.**

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

28  
29  
30  
31 **ARTICLE XVI**

32 **TRANSFER OF PREVIOUS EXPERIENCE**

33  
34  
35 **Section 16.1.**

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

40  
41 **Section 16.1.1.**

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

1 **Section 16.2.**

2 Employees with experience other than in a Washington school district, shall be entitled to petition for  
3 longevity credit. Such credit shall be on the basis of one (1) year advanced placement for each two (2) years  
4 of relevant experience. New employees must request such credit and provide documentation from their  
5 former employer(s) to support their request within sixty (60) days of hire. The validity of previous  
6 experience shall be determined by the employer and decisions are not subject to the grievance procedure.  
7 Appeals may be addressed to the Superintendent, whose decision shall be final and binding. Employees  
8 whose placement would be reduced based upon this Agreement will be held harmless but will not move  
9 forward on the schedule until movement is warranted based upon this Agreement.

10  
11  
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13 **ARTICLE XVII**

14  
15 **EVALUATION**

16  
17 **Section 17.1.**

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

23  
24  
25  
26 **ARTICLE XVIII**

27  
28 **SALARIES AND EMPLOYEE COMPENSATION**

29  
30 **Section 18.1.**

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

34  
35 **Section 18.1.1.**

36 All employees shall work the day before school starts.

37  
38 **Section 18.1.1.1.**

39 All head school secretaries in traditional schools shall be assigned two hundred five (205)  
40 days.

41  
42 **Section 18.2.**

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

48  
49 **Section 18.2.1.**

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



1  
2 **Section 18.2.2.**

3 Additional compensable items shall be paid with the June paycheck.  
4

5 **Section 18.3.**

6 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.  
7

8 **Section 18.4.**

9 Any employee required to travel from one site to another in a private vehicle during working hours shall be  
10 reimbursed for travel on a per mile basis at the highest District per mile rate.  
11

12 **Section 18.5.**

13 Employees required to remain overnight on District business shall be reimbursed for room and board  
14 expenditures, subject to District reimbursement guidelines.  
15

16 **Section 18.6. Incremental Step Placement.**

17 Employees shall advance to higher incremental steps on September 1, based upon the attainment of the years  
18 of service credit designated on Schedule A. Commencing with the beginning of an employee's credited or  
19 actual 28<sup>th</sup> year of service with the District and continuing in three (3) year increments thereafter, the  
20 employee shall receive a three percent (3%) salary increase For employees hired after September 1, 2001,  
21 movement on the schedule is based upon a hire date prior to February 1 for step advancement.  
22

23 **Section 18.7. Position Review.**

24 Any employee who believes their job has changed significantly may request a position review. The  
25 immediate supervisor will evaluate the request and will submit it to a committee of two (2) bargaining  
26 unit representatives and two (2) District representatives who will either deny or recommend approval no  
27 later than two (2) weeks after the position review was requested. The Superintendent's final written  
28 decision, which includes rationale, will be sent to the employee(s) no later than two (2) weeks after the  
29 committee denies or recommends approval. If approval of the position review results in an increase in the  
30 employee's rate of pay, the additional compensation will be retroactive to when the employee submitted  
31 the request for a position review.  
32

33 **Section 18.8.**

34 Bargaining unit employees will be entitled to purchase staff passes to all District events for themselves  
35 and immediate family members for the same per season as SWEA.  
36

37 **Section 18.9.**

38 A designee chosen by the Association members at each building shall be compensated for attending the  
39 Building Leadership Team and Faculty Staff meetings at their respective building. No more than one (1)  
40 employee shall be compensated for attending either of these meetings.  
41

42 **Section 18.10. Appendix A.**

43 Effective September 1, 2024, Schedule A shall be increased by three and seven tenths percent (3.7%) .  
44

45  
46 **ARTICLE XIX**

47  
48 **TERM AND SEPARABILITY OF PROVISIONS**



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**Section 19.1.**

The term of this Agreement shall be September 1, 2024 to August 31, 2025.

**Section 19.1.1.**

Step increases will be effective September 1 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.

**Section 19.7. Review of Job Descriptions.**

During the 2023-2024 School Year, a committee of equal participation of District and Association representatives will meet to examine job descriptions and provide appropriate recommendations to the District. The Committee will review agreed upon job descriptions by September 1, 2024.

**SIGNATURE PAGE**





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PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

SOUTH WHIDBEY CHAPTER #826

SOUTH WHIDBEY SCHOOL DISTRICT #206

BY: \_\_\_\_\_  
Karlle Hutson, Chapter Co-President

BY: \_\_\_\_\_  
Jo Moccia, Superintendent

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Joanne Welever, Chapter Co-President

DATE: \_\_\_\_\_





## ANTI-RACISM, EQUITY AND INCLUSION POLICY

The South Whidbey School District has acknowledged that there are systemic injustices that exist within our society and that these injustices foster disproportionate access to the communities and families that we seek to serve and employ. Therefore, the South Whidbey School District is making a commitment to fostering a culture that is equitable, inclusive, and welcoming to all people. We seek to honor our cultural differences and recognizing these differences adds value to our lives, our schools, and our communities.

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

1. This work will be the responsibility of every employee of the District, in order to be successful, we must all be committed and dedicated to the work of being equitable and inclusive.
2. We will create *courageous and graceful* spaces (spaces free of judgement and open to difficult and uncomfortable conversations) where individuals or groups of individuals can bring forwards equity concerns safely and without fear of reprisal and work collaboratively to find solutions.
3. Within the framework of Just Cause and Progressive Discipline: 1) There will be zero (0) tolerance for use of derogatory language used based on a person's protected class or classes. 2) There will also be zero (0) tolerance for disparate treatment of any individual or group of individuals based on their protected class or classes.
4. All staff at all levels of the District will be schedule and attend in-District provided race, equity training.
5. The Association will actively participate in the Race, Equity Committee for the District, making it a priority to center BIPOC (Black, Indigenous, People of Color) and LGBTQ+ (Lesbian, Gay, Bi-Sexual, Transgender, Queer +) voices within the Committee, it will be the Committee's role to actively use a race, equity and inclusion framework to inform decision making processes.
6. We will make every effort to support our learners, families, and staff from diverse backgrounds by being culturally responses to their needs (i.e., allowing alternate holidays for various faiths; recognizing not everyone can do conferences in the middle of the day; publicly changing someone's pronouns; etc.)

South Whidbey School District #206  
 Public School Employees of Washington/SEIU Local 1948  
 Schedule A  
 September 1, 2024 - August 31, 2025

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 years	31-33 years	34-36 years
STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Para-Educator /Library Clerk	24.06	24.53	25.01	25.50	26.03	26.55	27.06	27.58	28.13	28.69	29.24	30.12	31.03	31.95
Student Support	27.39	27.93	28.48	29.02	29.58	30.14	30.73	31.33	31.93	32.55	33.18	34.18	35.21	36.26
Secretary - Level 1	28.32	28.81	29.28	29.79	30.27	30.80	31.33	31.86	32.41	32.96	33.52	34.52	35.55	36.62
Secretary - Level 2	26.56	27.25	27.72	28.20	28.66	29.16	29.64	30.15	30.64	31.18	31.71	32.66	33.64	34.65
Registered Behavior Tech	34.55	35.07	35.60	36.13	36.68	37.23	37.78	38.35	38.92	39.51	40.11	41.30	42.55	43.82
Technology Technician	35.87	36.28	36.72	37.17	37.59	38.05	38.51	38.97	39.42	39.90	40.37	41.58	42.82	44.10
Health Services Assistant	27.13	27.66	28.20	28.72	29.28	29.84	30.43	31.03	31.62	32.23	32.86	33.85	34.86	35.91
Registered Nurse	41.58	42.22	42.92	43.60	44.30	45.01	45.72	46.45	47.19	47.97	48.73	50.18	51.69	53.24

