

COLLECTIVE BARGAINING AGREEMENT BETWEEN

ARLINGTON SCHOOL DISTRICT #16

AND

PUBLIC SCHOOL EMPLOYEES OF

ARLINGTON SCHOOL DISTRICT #1101

SEPTEMBER 1, 2018 - AUGUST 31, 2020



Public School Employees of Washington

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P R E A M B L E

This Agreement is made and entered into between Arlington School District Number 16 (hereinafter "District") and Arlington School District Local Chapter of the Public School Employees of Washington, an affiliate of Public School Employees of Washington (hereinafter "Association").

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

Definitions

The term "day" shall mean School District business day unless otherwise specified herein.

The term "position" shall mean job classification.

The term "assignment" shall mean the specific duties assigned an individual employee.

The term "driving time" for purposes of wage calculation shall mean the period of time exclusive of the one-half (1/2) hour per day provided for bus drivers for the purpose of fluid maintenance, cleanup, warmup and operational checks. Drivers who operate more than one bus in any given day will receive .1 hour (6 minutes) additional time per day per additional bus to pre/post trip any additional bus.

Driving time" shall further be defined as time when a driver is operating any District vehicle to include breakdowns or mechanical failure, or when any passengers are present on the vehicle.

The term "pre-trip inspection" shall mean a safety inspection of any School District vehicle used to transport students and staff prior to placing the vehicle in service.

The term "post trip inspection" shall mean a partial safety inspection of any School District vehicle used to transport students and staff after returning from any set of runs or that is being parked and secured for the night.

The term "cleanup" shall include sweeping the bus, cleaning the windows, picking up trash from the floor, and keeping the driver's area clean and tidy.

The term "extra added work" shall mean work performed by a contracted employee outside of an employee contract.

The term "employee contract" shall mean an employee's contractual agreement with the District for hours and days of work for a specific length of time.

The term "contracted employee" shall mean an employee who has an employee contract with the District.

Regular Employee: Anyone hired and approved by the School Board on a continuing basis.

Non-Continuing Employee: Anyone hired and approved by the School Board for a specific amount of time with a defined ending date.

1 Substitute Employee: Anyone hired on a daily basis to replace a regular employee who is absent.

2
3 Temporary Employee: Anyone hired on a temporary basis for a pre-determined amount of time, not to
4 exceed sixty (60) continuous days in a twelve (12) month period, and who does not replace a regular
5 employee.

6
7 Long Term Substitute Employee: A Substitute Employee hired on an extended daily basis to replace
8 an employee who is on leave for greater than thirty (30) days.

9
10 Leave Replacement Employee: Anyone hired for a specific period of time to replace an employee on an
11 approved leave.

12
13 Seasonal Employee: Anyone hired on a temporary basis for a pre-determined amount of time, not to
14 exceed sixty (60) continuous days, who works under the direction of a supervisor, who does not work
15 during times when school is in session and who does not replace a regular employee.

16
17 Class Size Relief Hours: Hours assigned to paraeducators on a temporary basis in accordance with
18 Section 11.10.2.

19
20 This list of definitions may be increased as deemed appropriate by mutual consent of the parties. Such
21 additional definitions shall be attached as an addendum to this Agreement.

22 23 24 25 **ARTICLE I**

26 27 **RECOGNITION AND COVERAGE OF AGREEMENT**

28 29 **Section 1.1.**

30 The District hereby recognizes the Association as the exclusive representative of all employees in the
31 bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing
32 the interests of all such employees.

33 34 **Section 1.2.**

35 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as
36 deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of
37 Directors or Superintendent of the District pursuant to RCW 41.59.020(c)(i)(ii).

38 39 **Section 1.3.**

40 Functions which employees may be required to perform shall be listed in a position description and by this
41 reference incorporated herein. The District will provide a complete set of updated position descriptions to
42 the Association President on an annual basis. In addition, updated position descriptions will be available
43 on-line to all school District employees. Each position shall have a description and an employee may be
44 required to perform any and all of the functions described. Establishment of positions requiring additional
45 functions shall be accompanied by a new position description or a modification of an existing position
46 description. When such changes are made, this Agreement shall be reopened for the purpose of
47 establishing an appropriate rate of compensation.

1 The position description shall include the general job duties required of a person employed in a given
2 position. Specific duties consistent with the position description shall be provided to each employee by
3 the employee's supervisor.

4
5 The Association has the right to meet with the District to make advisory suggestions in reference to the
6 formulation of job descriptions of positions and assignments.

7 8 **Section 1.4.**

9 The bargaining unit to which the Agreement is applicable shall consist of all classified employees in the
10 following general job classifications: Custodial, Grounds, Paraeducator, Food Service, Maintenance,
11 Individual Classifications, Secretarial-Clerical, Transportation, Nurses, Technology and Non-Certificated.
12 EXCEPT: Accounting Supervisor, Senior Executive Assistant, Executive Assistant, Assistant Supervisor
13 of Transportation, Transportation Supervisor, Benefits Analyst, BPAC Coordinator, BPAC Director,
14 BPAC Theater Manager, Director of Food Service, APPLE (ECEAP) Program Manager, Fiscal Assistant,
15 Human Resource Specialist, Maintenance Supervisor, Payroll Supervisor and Public Information Officer
16 for a total of twenty (20) excluded employees.

17 18 19 20 **ARTICLE II**

21 22 **RIGHTS OF THE EMPLOYER**

23 24 **Section 2.1.**

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

33 34 **Section 2.2.**

35 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
36 District. In procedures and practices, and matters of working conditions, the District shall give due regard
37 and consideration to the rights of the Association and the employees and to the obligations imposed by
38 this Agreement. Employees shall comply with all District policies and procedures adopted by the Board
39 of Directors. Employees having contact with students shall maintain reasonable standards of behavior,
40 personal cleanliness and dress.

41 42 **Section 2.3. Security/Video Cameras.**

43 Security/video cameras may be used in the workplace to maintain the health, safety and security of
44 staff, students, the community and property, but not for the general purpose of evaluating or
45 monitoring employee performance. Security/video cameras are used on District property, such as
46 common areas including hallways, parking lots, commons, stadiums and District vehicles. Other
47 cameras may be placed in schools to record student events or classroom lessons. Video recordings
48 may be shared with law enforcement personnel to assist in the investigation of criminal behavior.

1 Employees will be notified when a security/video camera is in their workplace. The District shall only
2 use camera video footage for discipline in specific incidents of misconduct consistent with the
3 provisions of this agreement. If security/video camera recordings are used in the discipline of an
4 employee, the employee may review the recording(s) upon request to the District. The District will not
5 engage in suspicionless viewing of video recordings. Video and audio recordings shall be used only in
6 accordance with applicable State and Federal laws.

7 8 9 10 **ARTICLE III**

11 12 **RIGHTS OF EMPLOYEES**

13 14 **Section 3.1.**

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

23 24 **Section 3.2.**

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

27 28 **Section 3.3.**

29 Employees subject to this Agreement have the right to have Association representatives or other persons
30 present at formal discussions of performance between themselves and supervisors or other representatives
31 of the District as hereinafter provided. Informal discussions providing specific direction of performance,
32 clarifying responsibilities, or identification of potential performance deficiencies are not included. Five
33 (5) days notice shall be given in advance of such formal discussions regarding unsatisfactory performance.

34 35 **Section 3.4.**

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

Section 3.5. Employee Files.

A. Personnel File

1. Only one personnel file shall be maintained in Human Resources for each employee of the bargaining unit and may contain the following items of information:
 - a. Application Materials
 - b. Contract and Payroll Materials
 - c. The employee's evaluation reports
 - d. Certification documents
 - e. A transcript of academic records
 - f. Disciplinary Action
2. Employees covered by this Agreement have the right, in the presence of a person designated by the District Administration, to inspect the contents of their personnel files kept within the District. Such inspection shall be done during normal business hours and each employee is entitled to have a personal representative present at this review. No information included in this file may be altered or removed. Items the employee considers important may be included in the file at the employee's request, but the employer may attach comments to this material. Copies of any documents placed in these files will be available at no cost.
3. When any documentation of disciplinary action (see Section 12.1.1.) is placed in an employee's personnel file, the employee shall receive a copy within ten (10) days, and shall be given an opportunity to attach any comments relating to this material. Disciplinary material may be removed at the employee's request after three (3) years provided that no further, related instances of misconduct occur. If further instances occur, three (3) years will be calculated from the most recent event. Exceptions will be disciplinary material that the District is required to retain by law.
4. Employees shall receive a copy of each annual evaluation placed in their personnel files. Information related to performance more than thirty-six (36) months old will not be utilized in making performance related decisions.

B. Supervisor's Working File.

1. The building principal or other immediate supervisor may maintain a working file which may contain materials and notes including letters and e-mails from parents and students, letters documenting meetings held for possible disciplinary actions, and written directives. No derogatory material* shall be placed in the supervisor's working file unless such material is shared with the employee within fifteen (15) working days. The employee has the right to add information in the explanation of materials already in the supervisor's working file and may add other items relevant to his/her employment. The working file shall be open to inspection by the employee and the employee's designee in accordance with this agreement.
2. No material that might reasonably form the basis for discipline shall remain in an employee's working file for more than two (2) years from the date of entry if no further instances of misconduct occur. If further instances occur, two (2) years will be calculated from the most recent event. When any derogatory material is placed in an employee's working file, the employee shall receive a copy with fifteen (15) working days of its receipt or composition and shall be given an opportunity to attach any comments relating to this material. Material that does not comply with this provision shall not be used as the basis for disciplinary action.

* "Derogatory material" for purposes of this section means any material making adverse reference to an employee's competence, or manner.

1 **Section 3.6.**

2 Evaluations shall be based on job functions included in the position description applicable to the
3 assignment and specific duties identified by the supervisor consistent with the position description.
4 Evaluations shall rate the employee on the quality of performance and such ratings shall be used when
5 considering promotion or reassignment. Deficiencies in performance shall be noted and utilized to
6 identify needed training and/or establishment of probationary periods.
7

8 At any time during the work year, if an administrator or supervisor is concerned that an employee's
9 performance is unsatisfactory, the administrator or supervisor will discuss the performance concerns
10 with the employee and state the performance expectations. The performance concerns will be
11 discussed privately. The employee may request to have union representation present during these
12 discussions. An employee will not be rated unsatisfactory for performance concerns on their annual
13 evaluation if these were not previously discussed with the employee, except for performance concerns
14 regarding punctuality and attendance.
15

16 The employee shall have the right to question the evaluation, seek clarifications and attach comments.
17 Employees will sign the evaluation indicating that they are aware of its contents. Failure to do so may be
18 considered grounds for disciplinary action. The judgment of the supervisor on the quality of performance
19 shall not be the subject of a grievance but accuracy of information upon which the evaluation is based, and
20 procedural matters may be settled utilizing the grievance process.
21

22 Evaluations shall be placed in the employee's personnel file, may be inspected by the employee consistent
23 with other provisions of this Agreement, and shall remain in the files for at least three (3) years.
24

25 Evaluations more than thirty-six (36) months old may not be used in considering promotion,
26 reassignments or dismissal.
27

28 Evaluations shall be done annually for the current school year only. Evaluations for employees who
29 work a two hundred and sixty (260) day contract will be completed by August 31st, evaluations for all
30 other employees shall be completed by June 30th. A copy of the signed evaluation shall be provided to
31 each employee.
32

33 **Section 3.7. Staff Protection.**

34 The District does not require employees to use personal property while performing work duties.
35

36 The District will provide financial and/or replacement protection for all employees against loss or damage
37 of personal property while those employees are engaged in District and contracted business and at all
38 times when that personal property is on School District property, a School District vehicle or a School
39 District worksite for in School District use, provided that:
40

- 41 1. The District has requested or permitted the employee to provide such personal property for
42 School District use.
- 43 2. Proper safeguards, such as locking up personal property when not in the employee's possession
44 or use, have been taken by the employee.
- 45 3. Reasonable evidence is provided that the property was actually damaged or lost while on School
46 District property.
47
48

- 1 4. When the employee requests the use of personal property at work, the building administrator or
2 supervisor must agree to its presence and use.
3

4 **Section 3.7.1.**

5 The employee, upon written request to the superintendent, will be reimbursed for the cost of
6 items worn that are destroyed or damaged as a result of an assault or battery. If an employee's
7 hair is damaged as a result of the assault or battery, the district will provide reasonable
8 compensation (up to \$100) for the employee to take steps to mitigate the effects of the damage.
9

10 **Section 3.7.2.**

11 The District will report vandalism to vehicles parked on School District property, assist in the
12 investigation, and use its legal authority to assist in recovery of damages. Upon completion of the
13 above investigation, if damage or vandalism was determined to have taken place on District
14 property while the employee was employed in District business, and the damage/vandalism was
15 caused by a student, the District shall pay the employee's insurance deductible up to one thousand
16 dollars (\$1,000) for repair of damage caused by the vandalism. Employees requesting
17 reimbursement must show evidence that an insurance claim has been filed and the repair work has
18 been completed. The District will only pay for damages not paid for by an insurance company or
19 other party.
20

21 **Section 3.7.3**

22 The District agrees to take appropriate steps as required by the Federal Occupation Safety and
23 Health Act and the Washington Industrial Safety and Health Act, to correct safety and health
24 hazards and deficiencies relating to school property, activities and procedures. The Association
25 and its members agree that they will support and assist the District and the insurance company in
26 their efforts to be informed of and to correct safety and health hazards and deficiencies.
27
28
29

30 **ARTICLE IV**

31 **RIGHTS OF THE ASSOCIATION**
32
33

34 **Section 4.1.**

35 The Association has the right and responsibility to represent the interests of all employees in the unit; to
36 present its views to the District on matters of concern, either orally or in writing; to consult or to be
37 consulted with respect to the formulation, development, and implementation of personnel policies which
38 are within the authority of the District and covered by this Agreement; and to enter collective negotiations
39 with the object of reaching an agreement applicable to all employees within the bargaining unit.
40

41 **Section 4.2.**

42 The Association shall promptly be notified by the District of any grievances or disciplinary actions of any
43 employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles
44 contained herein. The Association is entitled to have an observer at hearings conducted by any District
45 official or body arising out of grievance and to make known the Association's views concerning the case.
46
47
48

1 **Section 4.2.1.**

2 The Association shall promptly be notified by the District of any substantive change in
3 employment including, but not limited to transfer, resignation and extended leaves per Article
4 X.

5
6 **Section 4.3.**

7 The names of employees in the respective general job classifications will be provided to the President of
8 the Association. The District, as part of the general orientation of each new employee within the unit
9 subject to this Agreement, shall describe to the employee the employee's rights under the Public
10 Employees Collective Bargaining Act of 1967 (RCW 41.56) and subsequent amendments hereto, and
11 shall provide such employee with a copy of this Agreement to be furnished the District by the Association.

12
13 The district will notify the Chapter President of any new hires/separations in PSE. New employees will be
14 provided an opportunity to meet with a PSE representative for thirty (30) minutes within 90 days of the
15 employee's start date. These opportunities will occur during new employee orientations whenever
16 possible. For hires that do not correspond with new employee orientations, the PSE president will submit a
17 proposed schedule for such meetings to the Executive Director of Human Resources. New employees will
18 not be required to attend the PSE informational meetings. Should this be during their regularly scheduled
19 time PSE representatives shall not suffer any loss of pay.

20
21 **Section 4.4.**

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

24
25 **Section 4.5.**

26 The President of the Association or the President's designated representative will be provided time off
27 without loss of pay up to a combined total of ten (10) days per year to attend regional or State meetings, or
28 to conduct Association business such as union information meetings for new employees, convention,
29 conferences or other extended union activities. Such time may be taken in half-day increments.
30 Additional days may be granted by permission of the superintendent. The Association shall be
31 responsible for reimbursing the District only for the substitute employee costs, if needed.

32
33 **Section 4.6.**

34 The President of the Association will be provided with information regarding employment status, hire
35 dates, fringe benefits, and similar information provided that the information does not require compilation
36 of special reports, can be obtained by reproducing existing District reports, and the personnel officer is
37 given at least one week's notice specifying the information requested.

38
39 **Section 4.7. Association Meeting Space.**

40 With the belief that an informed and involved workforce is in the best interest of both parties, we agree to
41 the following: The District will allow the Association the opportunity to use its facilities for Association
42 meetings as follows:

- 43
44 One monthly meeting using a school library, classroom or similar size space;
45 One annual meeting using a school gym for contract ratification;
46 One annual awards ceremony using a school commons;
47 Additional meetings as necessary and mutually agreed upon for the purpose of conducting association
48 business.

1 The association will incur no charges for these uses as long as they are scheduled at a time when custodial
2 staff are present. Association uses at other times will be charged per the District's fee schedule for non-
3 profit organizations. Scheduling will be done through the facilities secretary. The Association does not
4 have a preferential right for scheduling times.

8 **ARTICLE V**

10 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

12 **Section 5.1.**

13 It is agreed and understood that matters appropriate for consultation and negotiation between the District
14 and the Association are grievance procedures and collective negotiations on personnel matters including
15 wages, hours and working conditions including the school year calendar. The Association shall have the
16 right to name its representative(s) to the District's calendar negotiating committee. The Association's
17 representative(s) on the committee shall have rights equal to those of all other committee members.

19 **Section 5.2.**

20 It is understood that the calendar is subject to bargaining. Nothing in this Agreement shall prohibit the
21 District from forming an advisory committee prior to negotiating the Collective Bargaining Agreement.
22 This committee will be comprised of various groups, such as certificated staff, classified staff and parents
23 of District students. The committee will not recommend a calendar which is contrary to the Association's
24 approval. Association representatives on the advisory committee shall have equal standing with all other
25 bargaining unit representatives. Changes in this student instructional calendar, other than those required
26 by emergency school closure, shall be subject to the mutual consent of the District and the Association.
27 For emergency school closures, the Association shall be consulted regarding possible rescheduling dates.

29 **Section 5.3.**

30 It is further agreed that during the negotiations which preceded the acceptance of this Agreement, each
31 party had the right to raise such issues as were of concern to it and were appropriate; and, during the term
32 of this Agreement, it may not be reopened; however, this Agreement shall be reopened pursuant to
33 Article XIX of the Agreement and specific sections of the Agreement may be reopened as specified in
34 those sections.

38 **ARTICLE VI**

40 **ASSOCIATION REPRESENTATION**

42 **Section 6.1.**

43 The Association shall designate a Representative Counsel of one (1) representative from each
44 classification who will meet with the Superintendent of the District or the Superintendent's designated
45 representative on a mutually agreeable regular basis to discuss appropriate matters, or to notify the District
46 of an Association grievance, pursuant to Section 6.4.1. In the event such meetings are held during
47 working hours for any of the Association representatives, such employees shall be given release time with
48 no loss of compensation.

1 **Section 6.2.**

2 The Association representatives may prepare items for the agenda of such meetings during working hours.
3 The District will provide suitable space to conduct such meetings, or other meetings called by the
4 Association.

5
6 **Section 6.2.1.**

7 The District shall allow Association representatives to participate in negotiations, grievance
8 hearings, or disciplinary hearings during working hours if they cannot reasonably be scheduled
9 during non-working hours. Released time for negotiations shall be limited to one representative
10 from each job classification or a number equal to the number of job classifications; released time
11 for grievance hearings shall be limited to the grievant, required witnesses, and one (1) Association
12 representative, and released time for disciplinary hearings shall include one (1) Association
13 representative.

14
15 **Section 6.3.**

16 When meetings are held between representatives of the Association and representatives of the District
17 pursuant to Section 6.1, minutes shall be prepared if requested by either party. The District will arrange
18 for the preparation of such minutes and a draft will be made available to the representatives of the
19 Association for review prior to final preparation. The Association will be furnished copies of the
20 completed minutes.

21
22 **Section 6.4.**

23 The Association representatives shall represent the Association and employees in meeting with officials of
24 the District to discuss appropriate matters of mutual interest. They may receive and investigate to
25 conclusion complaints or grievances of employees on District time when the nature of the grievance
26 makes it necessary. They may not, however, continue to advise the employee on courses of action after
27 the employee has indicated that he does not desire to pursue a grievance. They may consult with the
28 District on complaints without a grievance being made by an individual employee.

29
30 **Section 6.4.1.**

31 A grievance initiated in the name of the Association shall be submitted by the President of Public
32 School Employees of Arlington pursuant to Article XVI of the current Collective Bargaining
33 Agreement. Such grievances shall deal with issues not directly affecting an individual employee
34 with access to the grievance procedure.

35
36 **Section 6.5.**

37 Association representatives, when leaving their work, shall first obtain permission from their immediate
38 supervisor. Permission shall also be obtained from the immediate supervisor of any employee being
39 contacted. The employees will report their return to work to their supervisors.

40
41 **Section 6.6. Bulletin Boards.**

42
43 **Section 6.6.1.**

44 The District shall provide a bulletin board in each school for the exclusive use of the Association.
45 The bulletins posted by the Association are the responsibility of the officials of the Association.
46 Each bulletin shall be signed by the Association official responsible for its posting. Unsigned
47 notices or bulletins may not be posted. There shall be no other distribution or posting by

employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

Section 6.6.2.

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

Section 6.6.3.

Management may post bulletins on board that apply to classified employees.

ARTICLE VII

HOURS OF WORK

Section 7.1.

The workweek shall consist of any five (5) consecutive days, followed by two (2) consecutive days of rest.

Section 7.2.

Each employee shall be assigned to a regular work station and shift with designated times of beginning and ending. Assignment shall not be changed without prior notice to the employee of five (5) days, and shall not be changed without a minimum of ten (10) hours of rest between working shifts, excepting Bus Drivers. However, provided the District gives the employee twenty-four (24) hours notice, the District may advance the employee's shift up to two (2) hours later than normal on a daily basis when night activities or emergency condition requires such a change. The twenty-four (24) hours notice referred to in the immediately preceding sentence may be waived upon the mutual consent of the employee and the employee's supervisor. Any employee who is transferred to a new worksite or building location will be provided written notification. General job descriptions regarding individual assignments will be provided to each employee at the time of assignment to a position.

Section 7.3.

Shifts shall be designated first, second and third in consonance with the following definitions: the first shift is defined as having the majority of time between 5:00 a.m. and 4:00 p.m.; the second or swing shift is designated as any shift with the majority of time after 4:00 p.m.; and the third shift is defined as having the majority of time between midnight and 5:00 a.m.

Section 7.4.

A normal shift shall consist of eight and one-half (8-1/2) hours, for eight (8) hours compensation, including a minimum thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a ten (10) minute first half and a ten (10) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. Supervisors and employees may mutually agree to a one hour lunch break for the employee. Such an agreement shall not be precedent-setting for any position.

1 **Section 7.4.1.**

2 Each employee, other than bus drivers, who is compensated at least three and one-half (3-1/2)
3 hours per day will receive a ten (10) minute paid rest period. A second paid rest period of ten (10)
4 minutes duration will be provided each employee who is compensated seven (7) or more hours per
5 day. All employees who are compensated in excess of five (5) hours per day, except Bus Drivers,
6 shall be allowed a thirty (30) minute unpaid, uninterrupted lunch period as near the middle of the
7 shift as is practicable.

8
9 **Section 7.4.2. Summer Work Schedule.**

10 Maintenance, Technology, Grounds and Custodial employees shall have the opportunity to
11 work four (4) ten (10) hour days commencing one week after school year finishes and
12 concluding two (2) weeks before Labor Day.

13
14 **Section 7.5.**

15 In the event an employee works beyond the eight and one-half (8-1/2) hour day, said employee will be
16 allowed to take a ten (10) minute rest period before working overtime and every two (2) hours thereon. If
17 the overtime is less than two (2) hours, the ten (10) minute rest period shall be unpaid. If the overtime is
18 greater than two (2) hours, the ten (10) minute rest period(s) shall be paid as hours worked.

19
20 **Section 7.6. Shift Differential.**

21 Employees working second shift shall receive an additional two and one-half percent (2.5%) of the
22 employee's hourly rate per hour differential in pay. Employees working third shift shall receive an
23 additional five percent (5%) of the employee's hourly rate per hour differential in pay.

24
25 **Section 7.7.**

26 Should an unforeseen circumstance arise requiring employees to work through their regular lunch, they
27 may take their lunch at an alternate time that works with their schedule, their co-workers' schedules, and
28 provides coverage of job duties. In each such instance, the employees will notify their supervisor of this
29 adjustment by the end of the next work day. In the event the District requires an employee to forego a
30 lunch period and the employee works the entire shift, the employee shall be compensated for the foregone
31 lunch period at overtime rates.

32
33 **TRANSPORTATION**

34
35 **Section 7.8.**

36 Recognizing that the transportation classification present special shift challenges, the parties agree that
37 shifts shall be established in the transportation classification in relation to routes and driving times
38 requisite to fulfilling tasks as assigned by the Supervisor of Transportation. Bus drivers shall receive pay
39 for a minimum of one-half (1/2) hour per day for the purpose of cleanup, fluid maintenance, warmup, and
40 operational checks in addition to the actual hours of driving time. Drivers who operate more than one bus
41 in any given day will receive .1 (one) hour six (6) minutes additional time per day per additional bus to
42 pre/post trip unless it falls within a minimum of six (6) minutes continuous time. Drivers checking out a
43 cold bus will receive point two (.2) hour (12 minutes) to pre/post trip any additional bus.
44 Bus drivers shall receive added pay for two (2) hours per year for maintaining student lists, route sheets
45 and completing State Count paperwork. This added work will be done at the direction of the
46 Transportation Supervisors.

1 The actual hours of driving time shall be calculated to the next one-tenth (1/10) hour. If there are thirty
2 (30) minutes or less between assignments, the employee's hourly rate shall continue uninterrupted. If
3 there are more than thirty (30) minutes between assignments, the employee's hourly rate shall cease at the
4 conclusion of the assignment, provided the assignment ends at the point-of-beginning, and will commence
5 at the beginning of the next assignment. All hours worked in excess of forty (40) hours per week shall be
6 compensated at the rate of one and one-half (1-1/2) the employee's hourly rate. Shifts in relation to routes
7 shall be defined as regular routes or added work as defined in the following subsections. Bus drivers shall
8 receive a fifteen (15) minute rest period for three (3) consecutive hours of driving time.

9
10 **Section 7.8.1. Regular Scheduled Daily Routes.**

11 All regular scheduled daily routes in support of the instructional program shall be defined as
12 regular scheduled daily routes, hereinafter "routes." "Added work" shall be defined as all regular
13 scheduled working support of the instructional program before, in between, or after regular
14 scheduled daily routes, not to include extra trips. Pay for added work shall be the same as that for
15 regular routes.

16
17 **Section 7.8.1.1.**

18 All drivers shall be required to attend a meeting called by the Transportation Supervisor
19 for the purpose of fulfilling training required by State regulations or the District as a
20 condition of continued employment.

21
22 The Transportation Supervisor may authorize pay for employees who attend non-
23 mandated approved meetings/activities that meet District goals whenever such
24 meetings/activities are scheduled outside of the employee's scheduled shift.

25
26 **Section 7.8.1.2.**

27 A full route bid will be held in the first full week of October. Bidding will be limited to
28 one day and will be scheduled by the Transportation Supervisor in agreement with the PSE
29 Transportation Representative. The District will give Drivers a minimum of five (5) days
30 notice before such route bid and will distribute with the notice the proposed routes to bid
31 on. Bidding or rebidding of routes is by seniority. Added work will be bid separately by
32 seniority from regular routes. All routes bid on with students attending year round
33 schools, the current driver has first option to drive the summer route in order to
34 maintain consistency with the student(s). All summer routes will be added work per
35 section 7.8.3.2. If the current driver declines the summer route, then the extra work
36 shall be bid on by seniority. If after the bid, a driver changes thirty (30) minutes or more
37 three (3) days per week for ten (10) consecutive school days from their regular route or
38 added work, the Supervisor of Transportation, in consultation with the PSE Transportation
39 Representatives, will endeavor to secure additional work to make-up the lost time. In the
40 interest of working collaboratively to devise the least disruptive solutions to filling open
41 routes or added work that becomes open after the October bid, the parties agree to the
42 following: The Transportation Director with concurrence from both the PSE
43 Transportation Representative and the PSE President may conduct additional bids
44 throughout the school year to fill open routes or new added work. These bids will be
45 scheduled in advance and will not be subject to the five (5) day posting per Section 11.12.
46 Further, if a route or added work becomes open after the bid, the Supervisor of
47 Transportation, in consultation with the PSE and Transportation Representatives will
48 attempt to devise a solution that will cause the least disruption to the current routing

1 assignments. Such routes shall be posted as provided in Article XI, Section 11.9 and 11.12
2 of this Agreement, and shall be subject to both bidding and bumping rights. Buses will be
3 assigned based on equipment requirements on route. Once that requirement is fulfilled,
4 driver seniority will be taken into consideration.

5 6 **Section 7.8.1.3. Displaced Students.**

7 In the case of transporting displaced students, the Supervisor of Transportation will
8 temporarily assign such students to the most senior driver that fits the route assignment,
9 without placing the driver into overtime. Consideration of assignment shall be given to
10 drivers by seniority that have lost contracted time during the school year. Displaced
11 students shall be placed on the route of a contracted driver unless the placement results
12 in decreased efficiency or extends the travel times of students. Because of the temporary
13 nature of the attendance of displaced students, the additional time added to the route will
14 not trigger a new route bid. PSE will be notified when new displaced students are added to
15 routes. The Supervisor of Transportation and PSE Transportation Representatives will
16 discuss placement of Displaced Student(s) every four (4) weeks to ensure efficiency. It is
17 not the intent of the District or PSE for any affected driver to lose time or benefits as a
18 result of adjustments in routes of displaced students. All such route adjustments will be
19 discussed with PSE Transportation Representatives.

20 21 **Section 7.8.1.3.1.**

22 After twenty (20) consecutive school days, a displaced student shall be attached to
23 a driver's route for additional time and benefits, provided they can be removed
24 from the driver's contract when the student moves or changes routing assignment.

25 26 **Section 7.8.1.3.2**

27 Any substitute employee driving a route including displaced students for more
28 than sixty (60) days shall be eligible to be immediately hired as a Non-
29 Continuing Employee. Such drivers may be employed until the need for their
30 route ends or the end of the displaced students school year whichever comes
31 first.

32 33 **Section 7.8.2. Extra Trips.**

34 All regular drivers who are present during the weekly bidding period are eligible to bid extra trips.
35 All other transportation activities, excluding ski trips and non-regular scheduled daily routes as in
36 the following paragraph of this section, shall be considered extra trips. Employees may use
37 District vehicles to transport students to special events when said employee is in full compliance
38 with Federal and State rules and regulations and District Policies and Procedures. A school may
39 use up to two (2) vans at a time to transport students for student-related activities. If three (3) or
40 more vans are required to transport students, then a bus will be scheduled for the trip. Examples of
41 some special events are field trips, extracurricular activities and trips to students' homes when
42 unusual circumstances demand.

43
44 Furthermore, the District may utilize commercial charters if the trip exceeds two hundred (200)
45 miles round trip or it is determined that to do so is in the best interest of the District and program,
46 and the charter is agreed to by the Association's Transportation representative.

Section 7.8.2.1. Bidding of Extra Trips.

- A. The transportation supervisor shall establish a roster of all regularly employed drivers requesting extra trips in descending seniority order. The roster shall be posted in a conspicuous place for easy review by all drivers. Substitute bus drivers, included within the bargaining unit, shall not be included on the aforementioned roster.
- B. Extra trip bidding shall take place on Thursday mornings for the following work week. The work week shall be defined as 12:00 AM Sunday through Saturday 11:59 PM. All known trips for the following week will be posted for review by noon (12:00 p.m.) on Wednesday of the bid week.
- C. Drivers may bid for extra trips to place their hours for the week as close to the maximum allowed, (40) hours per week. No driver shall bid a trip, which will exceed the forty (40) hours per week maximum, unless that trip was not bid on during the first round. Drivers shall bid for no more than one trip per rotation. Drivers declining to bid in rotational order shall be bypassed until their next rotational turn. Drivers that have accepted an extra trip and subsequently do not carry out the trip for any reason other than illness or bona fide emergency shall be removed from all consideration ("off the board") for extra trips for a duration of time as follows: First instance in a school year, two (2) bidding opportunities; second instance in a school year, four (4) bidding opportunities, third instance in a school year, eight (8) bidding opportunities and after the fourth instance in a school year, the driver will be removed from all consideration for the remainder of the school year. Drivers who are "off the board" will not be permitted to bid on late trips, unbid trips (left over after bid) and reposted (driver declined) trips. "Off the board" drivers shall only be able to sign for available mid-day work. A committee consisting of the PSE Transportation Representative or Alternate and three (3) Drivers, [one (1) being Alternate], that are elected by the Transportation Drivers will decide if a declined trip is the result of a bona fide emergency. The next eligible driver shall be clearly identifiable at all times.
- D. All regular drivers who are present or who have left a valid proxy form with the transportation director's designee during the weekly bidding period are eligible to bid extra trips. The selection of extra trips shall start with the senior driver having available time. The selection will continue in descending order until as many trips as possible are assigned to the drivers with available time.
- E. Extra trips not bid on Thursday during trip bid or extra trips which are bid on and then declined will be left hanging on the trip board for regular drivers to sign, by trip marker. Extra trips not bid/signed twenty-four (24) hours before the trip departure or by Monday Morning may be assigned to substitute drivers.
- F. Copies of scheduled extra trips (daily dispatch log) will be placed in a conspicuous location for driver information of upcoming available trips. Management will make every effort to maintain a two-week posting of scheduled extra trips, placing the upcoming pages before the end of the Friday workday.
- G. The transportation supervisor may bypass a driver for assignment to an extra trip if:
 - 1. The trip requires driving skill or knowledge of the area which the supervisor feels the driver does not yet possess.
 - 2. There is evidence that relationships with the advisors or students who will be transported are such that student management or safety problems will occur.
 - 3. When performance of the driver on regular routes, added work or extra trips has been below acceptable performance standards.

The supervisor shall orally inform the driver of the reason(s) for the bypass and subsequently submit a written reason to the Superintendent who shall provide a copy to the driver.

- H. Extra trips that are of a sudden or unforeseen nature and are therefore not conducive to scheduling consistent with B and C above, shall be offered to the driver next eligible in rotational order (the driver(s) following the last driver assigned pursuant to B and C above).
- I. Extra trips that are canceled through no fault of the driver and for which the driver has either reported for work or is preparing the bus, shall be compensated for two (2) hours at the driver's regular hourly rate.
- J. The supervisor of transportation, in the event of a bona fide emergency, shall have the discretion to select any available regular employed driver, or failing to secure a regular employed driver, may select a substitute driver. If the emergency occurs more than twelve (12) hours prior to the trip pick-up time, the trip shall be posted. If an extra trip is received after 4:30 p.m. and departs the following day prior to 9:30 a.m., it will be filled as received on an emergency basis. Emergency basis being defined as the Supervisor and/or the Assistant Supervisor are unable to fill the trip during their normal scheduled hours.
- K. Driver's performing extra trips and out of town trips may be subject to periodic evaluation while on actual trip. Substitutes may be evaluated on the first extra trip and/or periodically thereafter.
- L. All overnight trips will be bid first. All overnight trips shall go by seniority, without regard to overtime.
- M. When it is a four (4) day or less work week and there is a late trip, it shall be bid on by seniority without going into overtime.
- N. In the event of a shortage of drivers, administrators or supervisors may remove or replace a contracted driver from an extra trip bid in good faith. Should this occur, the driver will be assigned added work commensurate to any paid time lost due to reassignment provided it occurs within that same time period.

Section 7.8.3. Transportation Compensation.

Transportation personnel shall be compensated in accordance with the following subsections.

Section 7.8.3.1. Extra Trips.

Shall be compensated at the regular hourly rate in accordance with Section 7.8.

Section 7.8.3.2. Added Work.

Added work that will not be driven by the regular contracted driver shall be posted each morning and shall be assigned by seniority to regular drivers. Drivers shall not sign for added work if it will cause them to exceed forty (40) hours per week. Added work that is not assigned to regular drivers may be assigned to substitute drivers.

Section 7.8.3.3. Extra Trips Exceeding One (1) Day Duration.

Drivers will be compensated for a minimum of the eight (8) hours and/or for the total hours of the trip, whichever is greater. Drivers will be provided adequate time for rest without the responsibility for supervision of students.

1 **Section 7.8.3.4.**

2 A minimum two-hour shift for any school trip or scheduled route, for any substitute or
3 contracted driver, but not to include midday routes.
4

5 **Section 7.8.4.**

6 Driver Trainer seniority shall be established with the earliest Driver Trainer certification date
7 regardless of years of service. Driver Trainers hired after September 1, 2003, shall be placed at the
8 bottom of the Driver Trainer seniority list regardless of the date of their certification. If at any
9 time a driver trainer allows their certification to lapse, said driver shall be placed at the bottom of
10 the seniority list upon re-certification. If two (2) or more existing Driver Trainers have the same
11 certification date, then the Driver Trainer seniority shall be determined by date of hire seniority.
12

13 Driver Trainer work is that work which by law can only be performed by a certified Driver
14 Trainer. The Driver Trainer seniority list shall only be used to assign Driver Trainer work.
15

16 **Section 7.9. Food Service Personnel.**

17 Recognizing the work load of Food Service personnel may vary from day to day depending upon the type
18 of meals to be served and the level of participation anticipated, the Food Service supervisor may extend
19 the shift of any employee up to five (5) hours in any one (1) week (to a maximum of eight (8) hours in any
20 one (1) day). The Food Service supervisor shall attempt to notify employees at least one (1) day in
21 advance, but if the additional need could not reasonably have been expected, the supervisor may request
22 that the employee work an extended shift on the same day. The employee may decline this extended shift
23 if one (1) day notice has not been given and the supervisor may offer the extended shift to another
24 employee.
25

26 **Section 7.9.1.**

27 In the event that a child nutrition employee is absent, the substitute will be placed at the least
28 senior position for the affected building, and the remaining employees for the affected building
29 will move up to the next corresponding senior position for the duration of the absence.
30

31 In the event a lead/main cook is absent in any building, and there is not trained child nutrition
32 staff available from that building to fill the position, the director may temporarily transfer a
33 qualified child nutrition employee from another kitchen to cover the leave. This temporary
34 transfer shall not be subject to the notification provisions of Section 7.2 and may not be
35 contested by the grievance process of Section 16.
36

37 While a position is open, during the posting/hiring process, regular child nutritional services
38 employees will have priority over substitutes to temporarily fill the position providing they
39 have indicated their interest in extra time and it fits within their current assignment. This is not
40 subject to grievance.
41

42 **Section 7.9.1.1.**

43 Thirty (30) minutes or less can be added to shift per year without a job posting for food
44 service only.
45

46 **Section 7.9.2. Paraeducator Class Size Relief Hours.**

47 Class load relief hours for paraeducators shall be bid pursuant to Section 11.10.2.
48

1 **Section 7.9.3. Preparation Time.**

2 With supervisor's approval, paraeducators may be paid for preparation time prior to the beginning
3 of school, in addition to their assigned hours, for the purpose of preparing for the school year.
4

5 **Section 7.10.**

6 Employees requested to work a shift regularly filled by a higher paying classification employee shall
7 receive compensation equal to that normally received by the employee in the higher paying classification,
8 commencing with the first day of such assignment.
9

10 **Section 7.10.1.**

11 Whenever a contracted employee works in their same or another classification for extra added
12 work, they will be compensated per Schedule A at their appropriate step for those hours
13 worked.
14

15 **Section 7.11.**

16 Only employees, employed regularly as classified employees, will be used to fulfill all job assignments
17 within their respective general job classifications for which compensation is granted, unless no qualified
18 employee of the classification is available.
19

20 **Section 7.12.**

21 No regular scheduled shift shall be for less than two (2) hours except as provided for in Section 7.12.1.
22

23 **Section 7.12.1. Food Servers and Lunchroom/Playground Monitors.**

24 Bargaining unit members, serving as "lunchroom servers" and "playground monitors" will be
25 permitted to work a minimum one (1) hour regular scheduled shift.
26

27 If the District is unable to hire a bargaining unit member to fill a lunchroom server and/or
28 lunchroom/playground monitor position after posting the position for a minimum of two weeks,
29 the District may post and hire a new employee with a one hour minimum shift.
30

31 Lunchroom servers hired to work at Weston High School will be exempt from the minimum one
32 (1) hour shift requirement.
33

34 **Section 7.13. Overtime.**

35 Overtime assignments, other than those met by the supervisory personnel, and extended time
36 (compensated at overtime rates except as otherwise provided for in Section 7.8) shall be distributed in
37 accordance with seniority provisions as hereinafter provided; EXCEPT that if the overtime is an extension
38 to complete work which is part of an employee's regular assignment, that employee shall be offered the
39 overtime. The overtime rate shall be one and one-half (1-1/2) the employee's regular hourly rate. In the
40 assignment of overtime, the District agrees to provide the employee with as much advance notice as
41 practicable in the circumstances. Normally, employees designated to work overtime on any calendar day
42 or days outside their regular work week will be advised of the possibility no later than twenty-four (24)
43 hours prior to the end of the last shift before overtime commences. All hours worked in excess of forty
44 (40) hours per week shall be compensated at the overtime rate.
45
46
47
48

1 **Section 7.13.1. Compensatory Time Off.**

2 For all employees except Bus Drivers, an employee may, at his/her option, request compensatory
3 time off in lieu of authorized overtime compensation or payment for authorized hours worked
4 beyond the employee's normal work shift. Compensatory time, if granted, may be accrued up to a
5 maximum of two hundred and forty (240) hours; provided, however, that records shall be
6 maintained by the District and there must be a reasonable expectation that the employees will be
7 provided an opportunity to expend the accrued time prior to one (1) year subsequent to the time in
8 which it is earned. The District shall not solicit employees to accept compensatory time in lieu of
9 other compensation. Compensatory time in lieu of overtime as provided in this Article shall be
10 accrued and be granted at the appropriate rate as stated in this Article for each hour worked. Any
11 employee who is discharged or who terminates employment shall receive payment for unused
12 accrued Compensatory Time with the final paycheck.

13
14 **Section 7.14.**

15 Employees shall receive a minimum of two (2) hours pay, at overtime rates, for each duty call, provided
16 they are a contracted two hundred sixty (260) day, eight (8) hour a day employee. All other employees
17 will receive two (2) hours of their regular pay for each duty call, unless they have worked forty (40) hours
18 during the week of the duty call. Then they shall receive a minimum of two (2) hours pay at overtime
19 rates, for each duty call. A duty call is defined as any work other than the normal work shift and workday
20 noncontiguous with the normal work shift or workday.

21
22 **Section 7.15. Retirement.**

23 In determining whether an employee subject to this Agreement is eligible for participation in the
24 Washington State Public Employees' Retirement System, the District shall report all hours worked,
25 whether straight time, overtime or otherwise. The District shall report hours worked in the legally correct
26 manner which maximizes retirement benefits for employees.

27
28 **Section 7.16.**

29 Employees may be given an opportunity to provide services different from their regular job descriptions
30 and/or different from any existing position description on a non-continuing basis. These services may
31 include those related to school activities, non-continuing or Leave Replacement Positions (not to extend
32 past the District's fiscal year) to accomplish needed tasks. Selection will be made from volunteers only
33 based on qualifications as determined by the District and will be compensated as provided for elsewhere
34 in this Agreement. Employees who are employed in more than one classification shall be paid the
35 appropriate rate for each classification including but not limited to, Section 18.2.3 of this Agreement.

36
37 **Section 7.16.1**

38 When extra work is available a supervisor may elect to offer that work to PSE members in the
39 building or by classification on a seniority basis, unless the extra work is an extension of time
40 to complete work that is part of an employee's regular assignment. Supervisors are not
41 obligated to offer extra work that would place employees in overtime.

42
43 **Section 7.17.**

44 All drivers shall be contracted for the days that Arlington Schools are in session plus any additional in-
45 service days. Work days and hours will be made known to the drivers at the time the annual assignments
46 are made. All drivers are required to work each of their contracted days and all of their contracted time.
47 Drivers with out-of-District students will have the option of not driving their out-of-District students on
48 days that Arlington Schools are not in session. If this results in working less days or hours than their

1 contract, the Transportation Supervisor, in consultation with the PSE Transportation Representative, will
2 work out additional days and or hours for the driver to work. Drivers need to inform dispatch at least five
3 (5) days in advance if they are choosing to not drive their out-of-District students on the days that
4 Arlington is not in session. If a driver chooses to drive their out-of-District students on days that
5 Arlington is not in session, they will do so using added time.

6
7 **Section 7.18.**

8 Members of the bargaining unit may be temporarily advanced to a higher paying classification during
9 times when school is not in session (Winter, Spring, and Summer break). All advancements, in
10 accordance with this Section shall be set forth in a "Supplemental Contract." Employees will suffer no
11 adverse impact on rights, benefits and privileges available to them pursuant to the Agreement.

12
13 **Section 7.19.**

14 Casual Labor positions may be employed up to sixty (60) working days annually during time school is not
15 in session (Winter, Spring, and Summer break). Casual Labor positions may not be utilized to replace any
16 regular employee, as per Schedule A. However, Casual Labor positions may be employed to replace a
17 regular employee, as per Schedule A, who is temporarily filling a higher classification in accordance with
18 Section 7.18 of the Agreement. All Casual Labor positions must work under the direct supervision of a
19 regular classified employee, as per Schedule A.

20
21 **Section 7.20 Closures.**

22 In the event that School District buildings or sites are closed because of natural disaster or severe
23 weather such as (but not limited to) severe storm damage, winter conditions, flooding, fire, earthquake,
24 tsunami and the like, the District will make a reasonable effort through established procedures (e.g.,
25 phone tree, radio and/or TV stations or electronic means) to notify employees who must report to
26 work. Employees reporting to work prior to notification of closure shall receive a minimum of two (2)
27 hours pay at base rate in the event of such a closure.

28
29 In the event of a prolonged school closure, the District will meet with PSE to discuss work-related
30 options.

31
32 **Section 7.21. Lunchroom Turnaround.**

33 To allow for the safe and efficient turnaround of lunchrooms back into educational spaces each school
34 day, the District may assign various duties to employees outside of the custodial classification to
35 provide assistance. Employees will not be required to lift or push beyond the physical limits of their
36 own job description. Employees will receive their regular rate of pay for this additional work.

ARTICLE VIII

BYRNES PERFORMING ARTS CENTER (BPAC)

Section 8.1.

BPAC positions that are subject to this Article are usher, house manager, stage crew member, stage manager, lighting technician, sound technician and ticket seller. It is not the intention for this article to apply to other School District facilities.

Section 8.2.

All BPAC positions listed above are on call positions. The amount of hours and days of work available will depend upon the actual number of events and performances held in the BPAC and the staffing needs for each event.

Section 8.3.

When a House Manager's average working hours for District events meets or exceeds the two (2) hours per day minimum as stated in Section 7.12, they shall be subject to and enjoy all of the rights and responsibilities of a regular employee except as otherwise excluded in Article VIII. All other BPAC work will be time sheeted as extra time and will not be contracted. BPAC workers with multiple District positions are responsible for ensuring that they do not exceed 40 hours of work in a week without prior authorization.

Section 8.4.

District events may use unpaid students as ushers, stage managers, stage crew members, lighting technicians and sound technicians. District events may also use unpaid volunteers to assist certificated staff with BPAC events provided they are not doing bargaining unit work. Non-District events will use paid bargaining unit members; this staffing may be augmented by technicians and support personnel provided by the renter.

Section 8.5.

The BPAC Coordinator will fill available work assignments for stage managers, stage crew members, lighting technicians, sound technicians, ushers and ticket sellers based upon workers availability and the technical skills and abilities needed for each specific event.

Section 8.6.

The following sections are not applicable to workers covered by this Article:
Sections 7.1 through 7.9.3; and Sections 7.17 through 7.19.

Section 8.7.

Substitute BPAC employees shall receive ninety percent (90%) of the applicable Step 1 hourly rate or minimum wage whichever is greater.

Section 8.8.

BPAC employees included within the bargaining unit shall be considered to be on probationary status until sixty (60) days after they have established a "hire date."

Section 8.9.

BPAC Employees shall not accumulate seniority nor longevity unless they meet the standard of continuous daily employment (Section 11.4.)

ARTICLE IX

HOLIDAYS AND VACATIONS

Section 9.1.

Twelve (12) month employees shall be paid for two hundred sixty (260) days. They shall be entitled to the following paid holidays. If one of the designated holidays falls on a Saturday or Sunday, or if school is in session on any of these holidays, the employee will receive pay for that day or an additional day off.

- | | |
|---|--|
| 1 & 2. New Year's Day and
One Additional Day | 7. Labor Day |
| 3. Martin Luther King Day | 8. Veterans' Day |
| 4. Presidents' Day | 9. Thanksgiving Day |
| 5. Memorial Day | 10. Day after Thanksgiving |
| 6. Independence Day | 11 & 12. Christmas Day and
One Additional Day |

Section 9.1.1.

Employees who work two hundred twenty (220) days or more, but less than two hundred sixty (260) days shall be entitled to ten (10) paid holidays.

- | | |
|---------------------------|--|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Martin Luther King Day | 7. Day after Thanksgiving |
| 3. Presidents' Day | 8 & 9. Christmas Day and
One Additional Day |
| 4. Memorial Day | 10. Labor Day |
| 5. Veterans' Day | |

Section 9.2.

Employees who work fewer than two hundred twenty (220) days are entitled to eight (8) paid holidays as follows, if holidays fall within the employee's assigned working year:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 5. Labor Day |
| 2. Martin Luther King Day | 6. Veterans' Day |
| 3. Presidents' Day | 7. Thanksgiving Day |
| 4. Memorial Day | 8. Christmas Day |

Section 9.3. Holidays During Vacation.

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

Section 9.4. Worked Holidays.

Employees who are required to work on the above described holidays shall receive the pay due them plus one and one-half (1-1/2) times their base rate for all hours worked on such holiday.

1 **Section 9.5. Vacations.**

2 All employees subject to this Agreement shall earn hours of vacation credit, based on hours worked
3 during the period September 1 to August 31, compiled as follows:
4

<u>Longevity</u>	<u>Formulation of Hours of Vacation Credit</u>
5 1 - 4 years	One hour of vacation for each 24.8 hours worked
6 5 - 9 years	One hour of vacation for each 16.5 hours worked
7 10 - 14 years	One hour of vacation for each 12.4 hours worked
8 15-19 years	One hour of vacation for each 10 hours worked
9 20+ years	One hour of vacation for each 10 hours worked

10
11

12 **Section 9.6.**

13 Twelve (12) month employees may take vacation in lieu of regular work days. All other employees will
14 be paid for vacation hours accumulated at their regular hourly rate. If the work year exceeds two hundred
15 sixty (260) regular work days (including paid holidays) the work days in excess of two hundred sixty
16 (260) will be added to the annual vacation.
17

18 Employees must submit vacation requests to their supervisors at least two weeks in advance of the
19 requested vacation date(s). Approval of vacation requests will be granted on a first-come, first-serve
20 basis. Request for vacation days may be submitted twelve (12) months in advance of the requested
21 date(s). Conflicts over vacation requests will be resolved by the application of seniority preference, in
22 which instance the senior employee shall be granted the requested date.
23

24 **Section 9.7.**

25 If an employee leaves the position before the end of the school year working assignment, the employee
26 will be compensated for accumulated vacation hours.
27

28 **Section 9.8.**

29 Employees may carry up to thirty (30) days vacation over and may be paid for such vacation on request in
30 the final year prior to contemplated retirement as a part of regular salary and such payments will be
31 subject to withholding for State Retirement programs so long as there is no additional cost to the District
32 to qualify such salary payments for inclusion as a part of the average salary compensation for the
33 employee.
34

35 **Section 9.9.**

36 Substitute and BPAC employees not contracted per Section 8.3. shall not be entitled to vacation or holiday
37 pay.
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40
41
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43
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ARTICLE X

LEAVES

Section 10.1. Sick Leave Accumulation, Sharing and Cash-out.

Sick leave is earned annually and may be accumulated in accordance with law and provisions in this section. It is expected that the employees will bank leave to the extent possible, so it will be available in the future to cover unforeseen needs.

Section 10.1.1. Sick Leave Accumulation.

Twelve (12) days of sick leave will be granted each regular employee who works the approved District student calendar or more days per work year. Employees who work less than the approved District student calendar days per work year will earn one (1) day each fifteen (15) days worked. A "day" of sick leave is a typical or average work-day of the employee.

At the beginning of each work year, or at the time an employee is hired, the employee shall be credited with the days of sick leave to which the employee would normally be credited during the balance of that work year. Sick leave shall be vested when credited and may be accumulated for one hundred eighty (180) days or the employee's highest work year, whichever is greater.

Employees who have accrued sick leave while employed by another Public School District in the State of Washington shall be given credit for such accrued sick leave upon employment by the District.

Section 10.1.2. Shared Leave.

Employees represented by this Agreement shall be able to utilize all rights and obligations available to them through any District administered leave sharing program as authorized by State law and District policies and procedures.

Section 10.1.3. Sick Leave Cash-out.

For purposes of calculating sick leave cash-out, one (1) day shall mean the number of regularly scheduled hours in a normal work day for that employee at the time of the cash-out. The maximum number of "days" which may be cashed out at any time is one hundred eighty (180).

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 of 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, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month. At the time of separation from School District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

Section 10.2. Leaves with Pay and Benefits.

Section 10.2.1. Sick Leave.

Employees may use sick leave for the following absences as authorized by law and caused by any of the following:

1. Employee Illness or Injury; Employee may use sick leave for when they are physically unable to perform functions of their position because of illness, injury or medical reason.
2. Emergency as provided in Section 10.2.2.
3. Disability; including temporary disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery there from.
4. Serious family illness which necessitates the employees' absence from work to provide care for qualifying family members. Qualifying family members include spouse, registered domestic partner, children, step-children, children of registered domestic partner, siblings, siblings-in-law, siblings of registered domestic partner, parents, parents-in-law, parents of registered domestic partner, step parents, grandchildren, grandchildren of registered domestic partner, grandparents, grandparents-in-law, and grandparents of registered domestic partner.
5. Emergency medical condition, which necessitates the employee's absence from work to provide care for qualifying family members. Qualifying family members include spouse, registered domestic partner, children, step-children, children of registered domestic partner, siblings, siblings-in-law, siblings of registered domestic partner, parents, parents-in-law, parents of registered domestic partner, step parents, grandchildren, grandchildren of registered domestic partner, grandparents, grandparents-in-law, and grandparents of registered domestic partner.
6. Sick leave may be utilized to care for a child of the employee under the age of eighteen with a health condition that requires treatment or supervision as required by the provisions of RCW 49.12.270 as defined by WAC. The District may require verification of illness by the employee's personal physician.

Section 10.2.1.1.

Employees claiming sick leave benefits for more than five (5) consecutive days, may be required by the district to submit a written statement from a licensed health professional which states the need for their continued absence for medically approved reasons.

Section 10.2.1.2. Injury.

The District also may request a written statement from a licensed health professional that indicates the last date of physical disability and the date the employee is able to return to work with or without limitations.

Section 10.2.2. Emergency Leave.

Sick leave may also be used for emergencies such as natural disasters and other unforeseen events which make it impossible for the employee to make it to work. Transportation failure or weather conditions which do not require the closing of school shall not be considered emergencies, except that employees living in the School District may request sick leave if road conditions are unusually severe where they reside and the Superintendent /supervisor may approve this request if in his/her opinion the employee would face unusual risks if an attempt were made to get to work.

Additionally, supervisors may grant emergency leave for problems which are suddenly precipitated and for which preplanning could not relieve the necessity of the absence. The problem must be a major

importance and not a mere convenience. The Superintendent/supervisor's judgment shall not be the subject of a grievance.

Section 10.3. Personal Leave Accumulation, Use and Cash-Out.

Section 10.3.1 Personal Leave Accumulation.

Two (2) days of personal leave will be granted to each regular employee who works the approved District student calendar or more days per work year. Where granted, an employee shall receive personal leave based upon his/her regular hours of work.

Section 10.3.2. Personal Leave Use.

Personal leave shall be allowed for business of a personal or emergency nature that cannot be accomplished on a weekend or non-work day. The employee shall not be required nor asked to state a reason for the leave beyond the term "personal" unless the request will extend a vacation or holiday, is on a Friday, or during the first fifteen (15) and the last twenty (20) student school days. Leaves will be taken in half-day or whole day increments unless otherwise approved by the employee's supervising administrator. This provision is limited to five percent (5%) utilization per day throughout the unit.

Section 10.3.3. Personal Leave Cash-out.

Based upon regular work hours, employees may receive remuneration for unused personal leave days at the employee's current rate of pay for unused days.

Up to three (3) unused days may be carried over to the following contract year for a maximum total accumulation of five (5) personal days. Up to three (3) unused days will be automatically rolled over unless the employee notifies the district by June 30 (or August 31 for employees who work in August) that they would like to cash days out. The District will automatically cash out an employee's personal leave accumulation in excess of three (3) days at the end of the school year. Reimbursement will be on the July paycheck except that employees who are scheduled to work in August will be reimbursed in September.

Section 10.4. Leaves With or Without Pay and Benefits.

Leaves under this section may include the following:

1. Bereavement Leave described in Section 10.4.1;
2. Maternity Leave described in Section 10.4.2;
3. Parenting and Adoption Leave described in Section 10.4.3;
4. Judicial Leave described in Section 10.4.4;
5. Military Family Leave described in Section 10.4.5;
6. Domestic Violence Leave described in Section 10.4.6;
7. On the Job Injuries/Labor and Industry as described in Section 10.4.7;
8. FMLA described here as well as in Section 10.4.8: Employees will be allowed to use their twelve (12) weeks of Family Medical Leave Act (FMLA), and up to thirty (30) additional days of accrued leave to allow the employee to be off for a full semester, under these circumstances:
 - a. After the temporary disability related to childbirth;
 - b. Following the birth of a male employee's child, or the child of an employee's domestic partner;
 - c. After the adoption of a child;

- d. After acquiring parental guardianship due to the execution of a will or by statute.
- e. If such an event occurs during summer break, leave can begin at the start of a school year.

Section 10.4.1. Bereavement Leave.

Bereavement leave shall be non-cumulative and allowed as follows:

- A. Up to five (5) days per occurrence shall be granted with pay for bereavement of a member of the immediate family. The immediate family consists of grandparents, grandchildren, parents, step parents, spouse, registered domestic partners, siblings, step siblings, children, step children, in-laws, and legal wards of the employee. Such leave is non-cumulative.
- B. Up to three (3) days per occurrence with pay for all other family members. Other family members consist of great-grandparents, great-grandchildren, aunts, uncles, nephews, nieces and cousins. Two (2) additional days, with pay, will be extended by the Superintendent or his/her designee for travel outside the state; or two (2) additional days with pay may be extended by the Superintendent or his/her designee for extenuating circumstances.
- C. An employee may request use of personal leave or emergency leave for bereavement of a close friend from his/her immediate supervisor. If denied, the employee may appeal to the Superintendent.

The total number of days for bereavement with pay shall not exceed five (5) days per occurrence.

Section 10.4.2. Maternity Leave.

Upon application, the District may grant maternity leave. Such leave shall commence at such time as the employee's medical advisor deems necessary. Employees granted maternity leave may, at their option, be allowed compensation for time actually disabled, as certified by their physician, up to the amount of accumulated sick leave. Employee may also be eligible for Family and Medical Leave as provided for by law, board policy and as otherwise stated in this agreement. Before returning to work, the employee must file with the personnel office a physician's statement certifying the employee as able to return to work. Employees must return to work not later than six (6) weeks after obtaining the physician's clearance.

Section 10.4.3. Parenting and Adoption Leave.

During the first six (6) weeks after the birth or adoption of a child, an employee may be granted up to ten (10) days parenting or adoption leave. This leave may be deducted from accrued sick leave.

Section 10.4.4. Judicial Leave.

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant 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. However, if the jury duty does not overlap with the employee's normal shift, the employee may choose to work their shift and retain any payment for their jury service. In the event that an employee is a party in a court action, such employee may request a leave of absence.

1 **Section 10.4.5. Military Leave.**

2 Members of the Washington National Guard, Army, Navy, Air Force, Coast Guard, or Marine
3 Reserve of the United States shall be granted military leave of absence from his/her assignment for
4 a period not exceeding fifteen (15) calendar days during each year for training purposes. The
5 employee shall receive his/her normal District pay and there shall be no loss of privileges,
6 vacations, or sick leave to which he/she might otherwise be entitled. During a time when the
7 employee is on duty the employee may elect to keep District pay or military pay for the time
8 absent, but not both unless the employee has vacation time and chooses to use vacation for such
9 absence. The employee shall request this leave when school is not in session. If this request is not
10 honored by the military authority from whom requested, such rejection will be in writing and
11 submitted to the Superintendent.
12

13 **Section 10.4.6. Domestic Violence Leave.**

14 The District shall comply with the Domestic Violence Leave as described in RCW 49.76.030
15 allowing an employee reasonable leave from work, intermittent leave, or leave on a reduced
16 schedule when the employee or an employee's family member is a victim of domestic violence,
17 sexual assault, or stalking. Such leave provided the employee with an opportunity to stay away
18 from the abuser and/or participate in legal proceedings, medical treatment, or other necessary
19 services. Such leave shall be with or without pay at the discretion of the employee. If with pay,
20 leave shall be deducted from the employee's Annual Leave.
21

22 **Section 10.4.7. Job Related Injury/Labor and Industries.**

23 If an employee's absence is the result of a job-related injury and the employee receives worker's
24 compensation benefits (temporary total disability (TTD)), the employee will have the option of
25 supplementing any TTD benefit they receive by using their accrued vacation, personal, or sick
26 leave balances. For each day that an employee misses work due to a work-related injury, the
27 employee may:
28

- 29 1. Choose unpaid leave, thereby only receiving their TTD benefit(s);
- 30 2. Elect to use a full day of accumulated leave (vacation, personal, or sick) in addition to their
31 TTD benefit(s); or
- 32 3. Elect to use a proportionate share of their accumulated leave (vacation, personal, or sick) to
33 make up the difference between their TTD benefit(s) and their regular pay at the time that the
34 work-related injury occurred.
35

36 The employee may not utilize options 2 or 3, above, if they do not have any accrued leave balances.
37 The District's obligation under this Agreement shall continue until the worker's time loss
38 compensation claim is terminated, the employee retires, or the employee resigns, whichever occurs
39 first. The employee may utilize accumulated leave if the worker's compensation claim has been
40 terminated and the employee is still unable to return to work.
41

42 Employees are encouraged to meet with the Human Resource Department to discuss their options
43 for absences covered by worker's compensation.
44

45 **Section 10.4.8. Family and Medical Leave Act.**

46 As provided by State and Federal law, eligible employees will be allowed to take up to twelve (12)
47 weeks of unpaid family and medical leave time off per year, per family, in the event of the birth or
48 adoption of a child, or placement (in foster care) of a son or daughter, or in the event that they

1 experience a serious illness which prevents them from performing the functions of their job, or if
2 they need to take time off to care for a seriously ill family member or registered domestic partner in
3 accordance with Arlington School District Policy, "Family Leave". The District will abide by the
4 requirements outlined in RCW 49.78 regarding Washington's Family Leave Act.

5 6 **Section 10.5. Leave Without Pay and Benefits.**

7 8 **Section 10.5.1. Leave of Absence.**

9 The Superintendent may recommend, and the Board may approve, at its option, a leave of absence
10 for a period of up to one (1) year; provided, however, if such leave is granted due to extended illness,
11 one (1) additional year may be granted upon request. In making its decision, the Board shall
12 consider:

- 13
14 A. The length of continuous employment in the District. (Ordinarily at least two (2) years of
15 satisfactory service will be required.)
16 B. The District may grant an employee a leave of absence without pay for such reasons as:
17 (a) compelling personal matters, (b) education, (c) childcare, and (d) health: or any situation
18 deemed to justify such leave. Requests for a leave of absence must be presented in writing to
19 the District's Human Resources Department. Upon recommendation of the employee's
20 supervisor and the approval of the Superintendent or the Superintendent's designee, an
21 employee may receive a leave for a period not to exceed twelve (12) months except where
22 otherwise provided in this Agreement. Such leave requests will be considered on a case-by-
23 case basis. The decision to grant such requests shall be at the sole discretion of the
24 Superintendent or the Superintendent's designee, except where otherwise provided in this
25 Agreement.
26 C. The effect of the leave on the efficiency of the District's operations.

27
28 A leave of absence will not be allowed solely so that an employee can pursue other employment
29 opportunities or to relocate to another community. An employee on leave who obtains other
30 employment may be terminated as an employee of the District. Employees on leave are
31 encouraged to work with the District's Human Resources Department so that the nature of their
32 leave and any subsequent changes in their leave are authorized.

33 34 **Section 10.5.2. Returning from Leave of Absence.**

35 The returning employee will not necessarily be assigned to the identical position occupied before the
36 leave of absence. However, provided a vacancy exists for which the employee is qualified, the
37 employee shall be reinstated to a position equivalent in duties and salary to that held at the time the
38 request for leave of absence was approved. The employee on leave must notify the District no later
39 than April 1st of their intentions for the following school year. Failure to respond by April 1st will
40 result in separation of employment.

41
42 If a vacancy does not exist equivalent in duties and salary, a layoff consistent with other provisions of
43 this Agreement will be instituted to create an appropriate position.

44 45 **Section 10.5.3. Employee Rights During Leave of Absence.**

46 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on
47 leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the
48 employee is on leave of absence.

Employees who are unable to perform their assigned duties due to being placed on L&I or Leave of Absence, are not eligible to bid or apply for open positions during their term of absence. Upon return to employment with the Arlington School District, said employees may use Section 11.10. of the PSE contract to determine their job placement.

Section 10.5.4. Leave for Religious Observance.

Employees who observe religious holidays which are not included in Article VIII of this Agreement, shall be allowed two (2) days of unpaid leave annually for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Employees requesting such leave shall provide written notice to their supervisor no later than two (2) weeks prior to the holiday of their intention to take such leave.

Additionally, it will be recognized on the employee's annual evaluation that taking two (2) days of unpaid leave for reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization will not count against the employee's attendance record.

Section 10.5.5. Leave for PSE State Office or Public Office.

The District shall grant leave with or without pay and/or benefits to any employee who has been elected to an office which requires full time participation. Pay shall be dependent upon reimbursement from the PSE State Office.

Section 10.6. Exhausting Leave.

Except as where otherwise provided in this agreement, when earned leave has been exhausted no further earned leave can be taken until additional leave has been earned or shared according to Section 10.1 above.

Section 10.7. Other Leave Requests.

The District is not obligated to grant any other type of leave not otherwise provided for in Section 10. Any request for a leave not provided in Section 10 must be directed to the Superintendent or Superintendent's designee.

ARTICLE XI

**LONGEVITY, TEMPORARY EMPLOYEES, SUBSTITUTE EMPLOYEES,
PROBATION, SENIORITY AND LAYOFF PROCEDURES**

Section 11.1.

Longevity shall be defined as the sum of an employee's period(s) of employment with the District. Longevity is not seniority. Longevity shall be utilized to determine hours of vacation credit and Schedule A incremental step placement. Refer to Section 17.1. Substitute employees, included within the bargaining unit, shall not acquire longevity.

1 **Section 11.2. Substitute Employees.**

2 For purposes of this section, "days" shall mean a normal work shift for the employee the substitute is
3 replacing. If the substitute works less than a normal shift, the time worked shall be rounded to the nearest
4 half shift or "half day."

5 Substitute employees shall not be entitled to vacation or holiday pay.

6
7 Substitute employees shall be given an opportunity to apply for open positions. Section 11.4 shall
8 determine the "hire date" for employees.

9
10 Substitute employees shall be considered to be on probationary status until sixty (60) days after they have
11 established a "hire date."

12
13 **Section 11.2.1. Leave Replacement Employees.**

14 When a Board approved leave exceeds forty-five (45) days and the District determines that a
15 replacement employee is needed, a leave replacement position will be posted and filled. When
16 a non-Board approved leave exceeds sixty (60) days and the District determines that a
17 replacement employee is needed, a leave replacement position will be posted and filled. Any
18 person who has served as a Long-Term Substitute Employee for more than sixty (60) days shall
19 be eligible to be immediately hired as a Leave Replacement Employee. If the incumbent
20 substitute declines to be hired the position shall be posted. Leave Replacement Employees
21 covering the leave of employees on Board approved leaves shall be hired for predetermined
22 lengths of time, all other Leave Replacement Employees may be employed until the regular
23 employee returns to their position or the end of the District's fiscal year whichever comes first.

24
25 **Section 11.2.1.1. Food Service Leave Replacement Employees.**

26 When providing a leave replacement employee for a food service position, remaining
27 employees for the affected building will be given the opportunity to move up to the next
28 corresponding senior position for the duration of the leave or the end of the school year
29 whichever occurs first. A leave replacement employee will be hired into the remaining
30 open position after the employees are afforded the opportunity to move up to the next
31 corresponding senior position.

32
33 **Section 11.3. Temporary Employees.**

34 A temporary employee shall be defined as an employee hired on a temporary basis for not more than sixty
35 (60) days in a twelve (12) month period, who does not replace a regular employee. If the employee is
36 retained for more than sixty (60) days, the employee will be subject to all rights and duties contained in
37 this Agreement retroactive to the first day of such continuous employment. If the District replaces a
38 temporary employee with another temporary employee in the same position, the sixty (60) day
39 employment period shall include days worked by both employees.

40
41 **Section 11.4.**

42 The seniority of an employee within the bargaining unit shall be established as of the date on which the
43 employee began continuous daily employment in the employee's classification (hereinafter "hire date")
44 unless such seniority shall be lost as hereinafter provided.

1 **Section 11.4.1.**

2 In the event more than one employee in the general job classification set forth in Article I,
3 Section 1.4 is awarded the same seniority date, the question of seniority among those employees
4 shall be determined within thirty (30) days of hire by comparison of employment application dates
5 of the effected employees. The employee with the earliest original application date for
6 employment in the District shall be determined to be the senior employee. In the event the
7 application dates are the same, Public School Employees and the District shall meet with the
8 effected employees and mutually agree upon the process of resolution. Determination of seniority
9 in like cases during previous agreements shall be observed during this and future agreements. The
10 decision shall be binding and not subject to grievance as defined in Article XVI.
11

12 **Section 11.5.**

13 Each new hire shall remain in a probationary status for a period of not more than ninety (90) days
14 following the hire date. During this probationary period the District may discharge such employee at its
15 discretion. Substitute employees, included within the bargaining unit, shall be considered to be on
16 probationary status until sixty (60) days after they have established a "hire date."
17

18 **Section 11.6.**

19 Upon completion of the probationary period, the employee will be subject to all rights and duties
20 contained in this Agreement retroactive to the hire date.
21

22 **Section 11.7.**

23 The seniority rights of an employee shall be lost for the following reasons:
24

- 25 A. Resignation;
26 B. Discharge for justifiable cause;
27 C. Retirement; or
28 D. Change in job classification within the bargaining unit, as hereinafter provided.
29

30 **Section 11.8.**

31 Seniority rights shall not be lost for the following reasons, without limitation:
32

- 33 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
34 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
35 United States; or
36 C. Time spent on other authorized leaves.
37

38 **Section 11.9.**

39 Seniority rights shall be effective within the general job classification. As used in this Agreement, general
40 job classifications are those set forth in Article I, Section 1.4.
41

42 **Section 11.9.1.**

43 Employees who are employed in more than one (1) classification shall establish seniority in
44 multiple classifications in which they have a continuing contract and meet the minimum hour
45 requirements per Section 7.12. The hire date in each classification shall establish seniority
46 within that classification only. If there is a tie, the application date will determine seniority.
47
48

1 **Section 11.10.**

2 The employee with the most seniority within a classification shall have absolute preferential rights and
3 consideration in all matters of job promotion and assignments to new or open positions, shift selection
4 and special services (including overtime), when demonstrated ability and performance are equal to or
5 greater than junior employees or other applicants for the position. Employees will receive a letter of
6 bypass when they are not the successful candidate for a position for which they applied. The bypass letter
7 shall include reasons why the employee(s) has been bypassed. The reasons given in the bypass letter must
8 be based on the qualifications stated in the job posting. The administrative procedure for attending to
9 individual employee's concerns when bypassed shall be as follows:

- 10
- 11 1. Upon receiving a letter of bypass, the employee may schedule an appointment with the administrator,
12 supervisor or director who made the recommendation for employment regarding the position of
13 concern. Members of the interview committee and/or the Executive Director of Human Resources
14 may be asked to attend this meeting. The employee may also have a union representative present.
 - 15 2. The written request shall be made within five (5) days of the employee receiving the letter of bypass
16 and the meeting shall be held within ten (10) days of the request.
 - 17 3. The purpose of the meeting is to review the employee's test scores and interviewers' ratings so that an
18 employee may know what specific areas they should work on improving.
- 19

20 If the District determines that seniority rights should not govern because a junior employee or applicant
21 possesses ability and performance substantially greater than a senior employee or senior employees, the
22 District shall set forth in writing to the senior employee or employees and the organization's President its
23 reasons why the senior employee or employees have been bypassed.

24

25 The Association recognizes the rights of the District to select those persons for promotion to supervisory
26 positions after considering applicants from both within and without the present staff. In making these
27 decisions, the paramount concern of the District will be to maintain or increase the efficiency of the
28 organization. Leadership ability, responsibility, demonstrated ability to work independently, and
29 dedication to the interests of the District shall be important criteria used in the selection. The District's
30 affirmative action goals shall be considered.

31

32 **Section 11.10.1.**

33 "Shift" shall mean number of hours of work employed and time of day work is scheduled where
34 this time effects the rate of compensation.

35

36 **Section 11.10.1.1.**

37 Overtime and extra added work will be offered to the senior custodian or food service
38 worker as applicable at the site where the overtime and/or extra added work is to occur.
39 The senior custodian or food service worker at each site will always have the first
40 opportunity for overtime or extra added work at that site. The senior custodian or food
41 service worker may accept or reject the overtime or extra added work. If it is rejected, the
42 work will be offered to the next senior employee at the site. If overtime or extra added
43 work is rejected by all, the overtime or extra added work will be offered to the next senior
44 custodian or food service worker per the District seniority list.

45
46
47
48

1 **Section 11.10.2. Paraeducator Class Size Relief Hours.**

2 The administrative procedure used when filling class size relief hours shall be as follows:

- 3
- 4 A. A list of available paraeducators for class size relief hours will be distributed by October 1st of
- 5 each year.
- 6 Seniority List #1 Seniority by building within paraeducator Classification
- 7 Seniority List #2 Seniority District-wide within paraeducator Classification
- 8 B. Administrators will utilize seniority list #1 to assign class size relief hours at their individual
- 9 sites. The hours shall be assigned by building seniority.
- 10 C. If unassigned hours remain after exhausting list #1, administrators shall seek to fill hours from
- 11 Seniority List #2.
- 12 D. Section 11.9 will be applied as employment decisions are made.
- 13 E. Class size relief hours may not extend from one school year into another.
- 14

15 **Section 11.11.**

16 Employees who change job classifications within the bargaining unit shall retain their hire dates in the

17 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire

18 date and a new classification.

19

20 **Section 11.12.**

21 The District shall publicize within the bargaining unit for five (5) days, classifications in which there are

22 new or open positions as soon as the District has determined that such an opening exists. A copy of the

23 job posting shall be forwarded to the Association President or their designee. If a qualified PSE member

24 should apply, the Supervisor shall interview the member. Should more than one (1) qualified PSE

25 member apply, the Supervisor shall interview a minimum of two (2). At their discretion, supervisors

26 may include a PSE member on the interview panel. Transfers within general job classifications that do

27 not change total hours and/or wages shall not be considered new or open positions.

28

29 **Section 11.12.1.**

30 The District shall notify the Association President of all new hires and temporary employees

31 within five (5) days of their first day of employment. The District will identify individuals in

32 relation to job postings previously publicized. The District shall keep the Association President

33 appraised, on a timely basis, of the accumulation of days of employment of employees defined as

34 temporary employees pursuant to Section 11.2 herein.

35

36 **Section 11.13.**

37 Reduction in Force (RIF) is a reduction in the number of hours and/or days imposed by the District

38 because of financial need or a change in program(s). A layoff is a RIF that results in termination of

39 employment.

40

41 Should a lack of funds or change in program(s) make necessary a reduction in any classification hours

42 and/or personnel the following steps shall be used:

43

- 44 1. When the District becomes aware that a RIF may be necessary, they will notify the Association
- 45 in a timely manner. Within ten (10) days of notification, appropriate representatives from the
- 46 Association and District will meet to review the issues and process. The District will gather
- 47 input from the Association to explore alternatives.
- 48

2. In the event that no alternative can be agreed to, the District will notify each member of the affected classification in writing and ask for volunteers.
3. In the case of a layoff, the employee(s) with the least seniority within the classification shall be laid off.
4. In the event that there are open position(s) available, employees may request to be considered for those position(s) based upon their qualifications in accordance with Section 11.

Section 11.13.1. Notice to Employees.

When the district determines that a RIF within the bargaining unit may be necessary, all employees that could be affected will receive thirty (30) days warning notice. Employees will receive fifteen (15) days notice of definite layoff.

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to seniority layoff ranking. Such employees are to have priority in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for two (2) years. The District will notify and provide the Association President with such list. The employees affected shall retain accrued sick leave, accrued and vested vacation rights, seniority, and longevity while a member of the reemployment list, but shall not accrue additional benefits during this time.

Section 11.13.2. Reemployment List.

Positions will be filled from the reemployment list as follows. Each individual on the reemployment list by seniority ranking will be considered for any open position(s) or hours/days within his/her classification.

Section 11.13.2.1. Recall from RIF.

- a. **Loss of Hours and/or Days:** By seniority, employees who lose hours and/or days will have the first right of refusal to acquire hours for which they are currently qualified, up to the number of original hours.
- b. **Layoff:** Employees will be offered reemployment for which they are qualified in order of seniority, provided that no employee shall be offered a position having a greater number of hours than said employee was assigned at the time of their layoff. If an employee accepts an offer for an open or temporary position with fewer hours than the position previously held, he/she shall remain on the reemployment list until such time as he/she is offered a position with hours substantially equal to or 75% of the hours held prior to layoff or until his/her reemployment rights expire.

Section 11.13.3. Substitute List.

All positions of substitutes shall be offered first to employees on the reemployment list using the District's online system. For those employees groups not utilizing the Districts online system, the substitute positions shall be offered first to employees beginning at the top of the reemployment seniority list.

Section 11.14. Address Filed

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

1 **Section 11.15. Forfeit Reemployment Rights.**

2 An employee shall forfeit rights to reemployment as provided in Section 11.13.1 and 11.13.2., if the
3 employee does not comply with the requirements of Section 11.14, or if the employee does not respond to
4 the offer of reemployment within fifteen (15) days.

5
6 **Section 11.16. Reduction of Benefits.**

7 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued
8 benefits; provided, that such employee is offered a position substantially equal to or 75% of what was held
9 prior to layoff.

10
11
12
13 **ARTICLE XII**

14
15 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

16
17 **Section 12.1.**

18 The District shall have the right to discipline or discharge an employee for justifiable cause. Conferences
19 between the employee and the Superintendent, the Superintendent's administrative designee, or the
20 employee's supervisor which have as their purpose the investigation of complaints or the discussion of
21 potential performance deficiencies shall not be considered disciplinary action. Disciplinary action,
22 including discharge, is subject to provisions of the grievance procedure hereinafter provided.

23
24 The establishment of a probationary period for purposes of remediation of performance deficiencies shall
25 not be considered disciplinary action.

26
27 **Section 12.1.1. Progressive Discipline.**

28 The District may exercise its right and obligation to impose discipline in instances where just
29 cause exists. Depending upon the severity of the offense, discipline may begin at any step.
30 However, if circumstances justify, some steps may be eliminated. Such discipline shall include,
31 but not be limited to, the following steps:

- 32
33 A. Verbal Warning.
34 B. Written Warning.
35 C. Suspension without pay.
36 D. Termination.

37
38 **Section 12.1.2.**

39 An employee shall be entitled to have present a representative of the Association during any
40 meeting which might reasonably be expected to lead to disciplinary action, and/or at any
41 meeting in which discipline is imposed. The District, acting through a supervisor, shall advise
42 an employee when there is knowledge that disciplinary action will or may take place. When a
43 request for such representation is made, no meeting shall continue, nor shall any action be
44 taken with respect to the employee, until such representative of the Association has reasonable
45 opportunity to be present. In no event, however, shall the meeting be delayed more than three
46 (3) work days to accommodate such representation.

1 **Section 12.1.3.**

2 An employee shall have the right to attach comments to disciplinary material that is placed in
3 their personnel file.
4

5 **Section 12.2.**

6 Employees whose work year is less than two hundred sixty (260) days shall be notified of the District's
7 intent to discharge them prior to the employee's last working day of the current work year, unless such
8 discharge is done consistent with layoff procedures stipulated elsewhere in the Agreement.
9

10 **Section 12.2.1.**

11 Should the District decide to discharge any non-annual employee, the employee shall be so
12 notified in writing prior to the expiration of the instructional year.
13

14 **Section 12.2.2.**

15 Nothing contained in this section shall in any regard limit the operation of other sections of this
16 Article.
17

18 **Section 12.3.**

19 Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees
20 ten (10) days notice of intention to discharge. Employees shall provide the District ten (10) days
21 notification of their intent to resign.
22

23 **Section 12.4.**

24 Refusing to cross a picket line set up by an organization other than the Association or participating in
25 sympathy work stoppages shall be justifiable cause for discharge. The District recognizes the
26 responsibility of affording employees safe conduct to work.
27

28
29
30 **ARTICLE XIII**

31 **INSURANCE AND RETIREMENT**
32

33
34 **Section 13.1.**

35 During the term of this Agreement, funds for the purchase of authorized insurance benefits will be
36 provided to all eligible employees in the full amount authorized by the State. For the sole purpose of this
37 Section, a full-time equivalent (FTE) employee is one thousand four hundred forty (1,440) work hours per
38 year. Employees who are compensated for less than one thousand four hundred forty (1,440) hours per
39 year shall be prorated based on 1,440=1 FTE, provided no employee shall be considered more than 1.00
40 FTE. The District shall provide the entire amount for the duration of this contract referred to as the
41 “carve-out” for all employees subject to the language of this section, such amount to be paid in addition to
42 the funds referenced above. The “carve-out” dollar total is over and above all wage enhancements and
43 wage increases.
44

45 Additionally, the District shall contribute one hundred forty-eight thousand, six hundred and twelve
46 dollars (\$148,612) in each year of the agreement to the bargaining unit's insurance benefits pool.
47
48

PSE and the district agree to open the contract to discuss changes in language should the new School Employees Benefits Board (SEBB) begin in January 2020. The district's contribution to the insurance pool is subject to bargain for this reopener.

Section 13.2.

Eligible insurance plans shall be those identified by the Association and the District on an annual basis. Plans shall be eligible under the law for payment under the general heading of health benefits and may include dental, medical, vision, salary protection and life insurance.

Each employee will be provided a list of eligible plans, rules of the provider, and their costs and a general explanation of benefits and will have the opportunity to select those benefits that the employee individually considers appropriate. Subject to the rules of the insurance providers, employees shall be allowed to include eligible dependents for purposes of insurance coverage. In the event that the Association and the District agree that one or more benefits are required of all employees, the optional provisions of this section shall not apply.

Selection of the eligible benefits plans will be done after appropriate market surveys, solicitation of proposals and advice, considering the recommendation of the District's broker of record and review and consideration of the needs of the members of the Association. A joint committee, consisting of the Executive Director of Human Resources or designee and three (3) appointments of the President of the Association will conduct the necessary studies and will prepare recommendations for approval of the membership of the Association by simple majority. Such action will take place no later than August 15 of each year. Sans such action, the District will prescribe the benefits program available to the Association.

Section 13.3.

Substitute and BPAC employees not contracted per Section 8.3 shall not be eligible for District contributions to approved plans, pursuant to Sections 13.1 through 13.2. They shall be included and eligible to participate in the plans specified in Section 13.2 at their own expense, subject to the rules of the insurance providers.

Section 13.4. VEBA.

Association members may vote as a unit each year on the VEBA options available by law. The Association President will present the results of any such election annually to the Superintendent or Superintendent's designee by November 15th of each year.

ARTICLE XIV

PROFESSIONAL AND PERSONAL GROWTH TRAINING

Section 14.1.

Employees attending training courses required by State regulations or the District as a condition of continued employment will be paid by the District, at the employee's regular hourly rate of pay for all time in attendance, plus any fee, tuition, and transportation costs. This shall include required AED, CPR and/or First Aid Training.

1 **Section 14.2. Professional Development Requested by Employee.**

2 Employees attending training courses or seminars requested by the employee and approved by the District
3 will suffer no loss of regular salary, if the course requires them to attend on their regular school
4 employment time, but no salary payment will be made for any time an employee would not have regularly
5 worked; however, expenses incurred for transportation and/or training course fees and tuition may be paid
6 by the PSE Staff Professional Growth Fund. Approval of the School District will be based upon value of
7 the training to the District and availability of funds.

8
9 **Section 14.3. PSE Staff Professional Growth Fund.**

10 The District will establish a fund in the amount of eleven thousand dollars (\$11,000). The fund's purpose
11 is to provide training and professional growth programs and courses that are designed to improve and
12 enhance the job skills of all classified employees related to their current job assignment within the
13 bargaining unit. In the event that the District's Maintenance and Operations has a double levy failure,
14 the District and the Association will meet regarding the maintenance of this section.

15
16 **Section 14.4. PSE Staff Professional Growth Fund Committee.**

17 The PSE Staff Professional Growth Fund will be administered by a PSE Staff Professional Growth
18 Committee. The Committee will be established and meet within thirty (30) days of the start of the
19 school year. The Committee will consist of seven (7) PSE classified employees; one (1) officer, two
20 (2) para-educators, four (4) at-large bargaining unit members, one (1) staff member of the District's
21 Finance Department and one (1) administrator selected by the District. The Committee will have the
22 responsibility to evaluate and approve or deny applications based on the merit of the proposal.

23 Members of the committee will develop criteria outlining the application process for funds to cover
24 costs of attendance at professional growth programs and courses.

25
26
27
28 **ARTICLE XV**

29
30 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

31
32 **Section 15.1.**

33 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of
34 the Association in good standing, may maintain membership in the Association in good standing during
35 the period of this Agreement.

36
37 **Section 15.2.**

38 The District shall notify chapter leadership of all prospective new hires and a list of the new employees
39 will be supplied the Association monthly.

40
41 **Section 15.3. Checkoff.**

42 The District shall deduct PSE State and local chapter dues from the pay of any employee who authorizes
43 such deductions in writing pursuant to RCW 41.56.110. The District shall transmit State funds deducted
44 to the Treasurer of the Public School Employees of Washington on a monthly basis. The District shall
45 transmit local chapter dues to the chapter President on a monthly basis.

1 **Section 15.4. COPE Collective Bargaining Agreement Language.**

2
3 **Section 15.4.1. Political Action Committee.**

4 The District shall, with five (5) or more employees participating, upon receipt of a written
5 authorization form that conforms to legal requirements, deduct from the pay of such bargaining
6 unit employee the amount of contribution the employee voluntarily chooses for deduction for
7 political purposes and shall transmit the same to the Union on a check separate from the Union
8 dues transmittal check. Section 15.7.2. (hold harmless language) of the Collective Bargaining
9 Agreement shall apply to these deductions.
10

11 **Section 15.4.2. Hold Harmless.**

12 The Union will indemnify, defend, and hold the District harmless against any claims made, and
13 any suit instituted against the District on account of any check-off of Union dues (Section 15.6.) or
14 requirement that employees pay membership or representation fees to the Union or a charitable
15 organization as a condition of employment (Section 15.5).
16

17 **Section 15.4.2.1.**

18 The Association will indemnify, defend and hold the District harmless against any claims,
19 suits, orders, and/or judgments against the District on account of any check-off of
20 Association dues.
21

22 **Section 15.4.3. Check-Off.**

23 The District shall deduct PSE dues or service charges from the pay of any employee who
24 authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all
25 such funds deducted to the treasurer of the Public School Employees of Washington on a monthly
26 basis.
27
28
29

30 **ARTICLE XVI**
31
32 **GRIEVANCE PROCEDURE**
33

34 **Section 16.1.**

35 The purpose of this procedure is to provide for an orderly method of resolving grievances or complaints
36 arising between the District and its employees within the bargaining unit defined in Article I herein with
37 respect to matters dealing with the interpretation or application of the terms and conditions of this
38 Agreement shall be resolved in strict compliance with this Article. Time limits under unusual
39 circumstances may be extended by mutual consent. Employees have the right to Association
40 representation at all times during this procedure. Employees have the right to forego Association
41 representation in this procedure and at any time during the process may choose to withdraw their
42 grievance.
43

44 **Section 16.1.1**

45 All grievances not brought to the immediate supervisor in accordance with this Section within
46 thirty (30) days of the date when the employee could have reasonably been expected to have
47 become aware of the action being grieved, shall be invalid and subject to no further processing.
48

1 **Section 16.2. Grievance Steps Outline, Followed by Narrative.**

2
3 Step 1: Zero to thirty (0-30) days of the occurrence-verbal statement- Supervisor discussion (See
4 16.2.1)

- 5
6 1. If resolved – the grievance stops here
7 2. If unresolved – continue to Step II
8

9 Step II: Fifteen (15) days from Step I – Employee submits written grievance statement and meets with
10 the Executive Director of Human Resources (See 16.2.2)

- 11
12 If resolved – grievance stops here
13 If unresolved - continue to Step III
14

15 Step III: Ten (10) days from Step II. Superintendent hearing. (See 16.2.3)

- 16
17 If resolved – grievance stops here
18 If unresolved - continue to Step IV
19

20 Step IV: Fifteen (15) days from Step III. Association meets to Validate Grievance. (See 16.2.4)

- 21
22 1. If the grievance is validated – continue to Step V
23 2. If the grievance is not validated – Grievant may appeal to the PSE State Grievance Panel
24 (see Section 16.2.4.1)
25

26 Step V. Arbitration (See 16.2.5)
27

28 **Section 16.2.1. STEP I – Informal Meeting with Site/Immediate Supervisor.**

29 The employee shall first discuss the grievance with the immediate supervisor or appropriate
30 administrator who has the authority to adjust the grievance. If the employee so wishes, they may
31 be accompanied by an Association representative at such discussion. The employee must inform
32 the supervisor or administrator in writing, that they are meeting to discuss a potential grievance
33 and discuss the facts on which the grievance is based, the portions of the Agreement allegedly
34 violated, and the remedy sought. The supervisor shall respond formally or informally within
35 (10) days of the informal meeting.
36

37 **Section 16.2.2. STEP II – Reduce to Writing and Meet with the Executive Director of**
38 **Human Resources.**

39 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
40 subsection, the employee shall, within fifteen (15) days of the supervisor's Step I response, submit
41 the aforementioned documents to the Executive Director of Human Resources a statement of the
42 grievance containing the following:
43

- 44 1. The facts on which the grievance is based;
45 2. A reference to the provisions in this Agreement which have been allegedly violated; and
46 3. The remedy sought.
47
48

1 The Executive Director of Human Resources shall schedule a meeting to discuss the grievance
2 within ten (10) days of having received the written statement of grievance. Following this
3 meeting, the Executive Director of Human Resources will issue a decision within ten (10) days.
4 If an agreeable disposition is made, all parties to the grievance shall sign it. If a settlement was
5 not reached, the grievance will move to Step III.

6
7 **Section 16.2.3. STEP III – Superintendent or Designee Grievance Hearing.**

8 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
9 subsection, the employee shall, within then (10) days of receiving the decision from the
10 Executive Director of Human Resources, submit the written statement of grievance to the
11 Superintendent. The Superintendent will have ten (10) days from receipt of the written
12 statement of grievance to schedule a hearing on the grievance. Following the hearing, the
13 Superintendent or designee shall issue a decision within ten (10) days. If an agreeable
14 disposition is made, all parties to the grievance shall sign it. If a settlement was not reached, the
15 grievance will move to Step IV.

16
17 **Section 16.2.4. STEP IV – Association Meets to Validate Grievance.**

18 If no settlement has been reached in Step III, the Association has fifteen (15) days following the
19 Superintendent's or designee's decision to meet to validate the grievance. If the Association
20 believes the grievance to be valid, a written statement of grievance shall be submitted within
21 fifteen (15) working days to the Superintendent. If the Association does not validate the
22 grievance, the Grievant has the right to appeal to the PSE State Office Grievance Panel for
23 resolution.

24
25 **Section 16.2.4.1.**

26 If the Association does not validate the grievance per Step IV, and the Grievant chooses
27 to appeal to the PSE State Office Grievance Panel, the employee must notify the
28 Superintendent or designee within fifteen (15) days of the Association's Step IV
29 meeting of their intent to appeal.

30
31 **Section 16.2.5. STEP V – Arbitration.**

32 If no settlement has been reached within the fifteen (15) days referred to in the preceding
33 subsection, the Association may demand arbitration of the grievance. In the event an arbiter
34 cannot be agreed upon, the parties shall jointly request the American Arbitration Service to
35 submit a panel of seven (7) arbiters. Such request shall state the general nature of the case and
36 ask the nominees be qualified to handle the type of case involved. When notification of the
37 names of the seven (7) arbiters is received, the parties in turn shall have the right to delete a
38 name from the panel until only one (1) name remains. The remaining person shall be the
39 arbiter. The right to delete the first name from the panel shall be determined by lot. The
40 process shall be completed within five (5) days of receipt of the list.

41
42 **Section 16.2.5.1.**

43 Arbitration proceedings shall be in accordance with the following:

- 44
45 1. The arbiter shall hear and accept pertinent evidence submitted by both parties and
46 shall be empowered to request such data as the arbiter deems pertinent to the
47 grievance and shall render a decision in writing to both parties within twenty (20)
48 days (unless mutually extended) of the completion of the hearings.

2. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties.
3. The arbiter shall rule on the basis of information presented in the hearing and on the basis of the arguments and contentions of the parties as set forth in any Pre or Post Hearing briefs and shall refuse to receive any evidence after the hearing except by mutual agreement.
4. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be pertinent to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Such arguments of the parties, whether oral or written, shall be pertinent to and directed at the matters set forth in the grievance.
5. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
6. The costs for the services of the arbiter, if any, including per diem expenses, travel and subsistence expenses, and the cost of any hearing room, will be borne by the losing party to the arbitration. All other costs will be borne by the party incurring them.
7. The total costs of the stenographic record (if requested) will be paid by the party requesting it.

Section 16.2.6. Agreement Not To Be Altered.

In arriving at any settlement or decision under the provisions of this Article, the arbitrator does not have the authority to alter this Agreement in whole or in any part or to add to or delete from any of its provisions.

ARTICLE XVII

TRANSFER OF PREVIOUS EXPERIENCE

Section 17.1.

Any new hire subject to this Agreement shall receive longevity credit for employment experience in any other Washington Public School District in accordance with the terms of RCW 28A.400.300. Refer to Section 11.1.

Section 17.1.1.

Newly hired employees may petition the District for longevity credit based upon employment outside of Washington public schools. New employees must request such credit and provide documentation from previous employers demonstrating relevant experience within sixty (60) days of hire. Upon review of the documentation and understanding the nature of the experience the District may elect to allow full or partial longevity credit. Appeals may be addressed to the Superintendent, whose decision shall be final and binding. Decisions shall not be subject to the grievance procedure.

1 **Section 17.2.**

2 The longevity credit so transferred shall be applicable to all benefits herein including Schedule A, except
3 the seniority provisions.
4
5

6
7 **ARTICLE XVIII**

8
9 **SALARIES AND EMPLOYEE COMPENSATION**
10

11 **Section 18.1.**

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

15 **Section 18.1.1.**

16 Employees may volunteer their time and talents on behalf of pre-identified, non-District
17 organizations whose activities may take place on District property or that may utilize District
18 equipment, provided that such volunteer activity does not replace a work assignment for which
19 pay has historically been made by the District and that there has been no request or coercion by
20 District supervisory personnel. In the event the District received any compensation for labor costs
21 for use of District property, any work performed by a member of this bargaining unit shall be
22 assigned and compensated in accordance with Article XI and Schedule A. Any volunteer
23 activities performed by members of this bargaining unit in accordance with this Section will be
24 based entirely on the decision of the individual employee.
25

26 **Section 18.2.**

27 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
28 Schedule A attached hereto and by this reference incorporated herein.
29

30 **Section 18.2.1.**

31 It is the intent of the District to obligate funds for salaries and compensation that do not exceed the
32 amount authorized by the State and which utilize the amount provided by State for salaries in State
33 funded programs. Hourly rates for employees in non-State funded programs shall not be different
34 from employees in State-funded programs because of the source of funding.
35

36 Effective September 1, 2018, all wages on Schedule A for school year 2018-2019 shall be
37 enhanced by 7.2%. Effective September 1, 2019, all wages on Schedule A for school year 2019-
38 2020 shall be enhanced by 5.5%. It is further agreed, by the Association and the District that
39 only state flow-through wage enhancements will be in effect in any year impacted by a double
40 maintenance and operations levy failure.
41

42 The District and the Association agree to two (2) contract reopeners each for nonmonetary and
43 monetary (not including Schedule A) issues for the 2018-2019 and 2019-2020 school years.
44
45
46
47
48

1 **Section 18.2.2.**

2 Members of the bargaining unit who volunteer and are appointed to coach or advise student
3 activities shall be paid the stipend which would be paid to a certificated employee in that
4 assignment.

5
6 **Section 18.2.3.**

7 Employees who volunteer for student supervision or similar activities that occur after the work day
8 or in the evening shall be paid a flat rate that is equivalent to the AEA language (currently thirty-
9 five dollars (\$35) for each occurrence. An activity is approximately two hours in length.

10
11 **Section 18.2.4.**

12 Employees who teach adult education classes shall be paid the established rate for such
13 instruction.

14
15 **Section 18.2.5.**

16 Classified substitute employees shall receive ninety percent (90%) of the applicable hourly Step
17 1 wage on Schedule A of this Agreement, with the exception of substitute bus drivers who shall
18 receive one hundred percent (100%). Any person who has substituted for more than thirty (30)
19 consecutive workdays in the same position shall receive Step 1 wages on Schedule A for that
20 category, beginning with the thirty first (31st) consecutive workday.

21
22 **Section 18.2.6.**

23 It is in the interest of both parties to allow paraeducators who are certified to substitute teach to
24 perform the work of a substitute teacher from time to time. At the direction and discretion of
25 the building administrator, paraeducators who are certified to substitute teach will be offered
26 substitute teaching work. When a paraeducator performs the work of a substitute teacher they
27 will be compensated at the same rate of pay as all other certificated substitutes.

28
29 **Section 18.3.**

30 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and
31 conditions of Article XIX, Section 19.3. Should the date of execution of this Agreement be subsequent to
32 the effective date, salaries, including overtime, shall be retroactive to the effective date.

33
34 **Section 18.4.**

35 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this
36 Agreement, if possible, and in any case not later than the second regular payday. In the case of retroactive
37 pay resulting from negotiations pursuant to Article XIX, Section 19.3, such retroactive pay shall be paid
38 on the first regular payday following agreement on such schedule, if possible, and in any case not later
39 than the second regular payday.

40
41 **Section 18.5.**

42 Incremental steps, where applicable, shall take effect on the first day of the month in which an employee
43 completes one year of service.

44
45 **Section 18.6.**

46 Any employee who changes job positions or classifications shall receive full longevity credit regarding
47 step placement on Schedule A.

1 **Section 18.7.**

2 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter ($\frac{1}{4}$) hour
3 except in the instance of bus drivers.
4

5 **Section 18.8.**

6 Any employee required to travel from one site to another in a private vehicle during working hours shall
7 be reimbursed for such travel on a per mile basis at the federally recognized rate, or the amount
8 approved for payment to the State employees, whichever is greater. When a school car is available,
9 employees who opt to use their own vehicle shall receive the rate paid to State employees as set forth by
10 the Superintendent of Public Instruction.
11

12 **Section 18.9.**

13 Employees required to remain overnight on District business shall be reimbursed for lodging plus twenty-
14 four dollars (\$24.00) per diem for meals in accordance with District policy.
15

16 **Section 18.10.**

17 One pair of clean overalls per week shall be furnished by the District to all mechanic employees.
18

19 **Section 18.10.1.**

20 The District will provide a clothing allowance of three hundred dollars (\$300.00) per year for
21 work shirts, pants, coats, footwear, etc. to all maintenance, mechanics, and grounds employees.
22 The District may, at its own discretion, apply a clothing allowance to other District employees as
23 needed. District clothing shall have the Arlington School District logo and employee name on all.
24

25 **Section 18.10.2.**

26 A tool allowance of four hundred fifty dollars (\$450.00) per year for Mechanics and
27 Preventative Maintenance Technicians will be allowed as approved by the Supervisor of
28 Transportation.
29

30 **Section 18.11.**

31 District-owned rain gear shall be available, as required, for all personnel working outside during inclement
32 weather.
33

34 **Section 18.12.**

35 The District shall pay for one-half the cost of optional District uniforms. The District shall pay all of the
36 cost of required District uniforms or other required clothing.
37

38 **Section 18.13.**

39 The District shall have the right to require physical examinations as prescribed by State law. The District
40 shall designate a physician(s) to perform the physical examination and shall pay the full cost of such
41 exam. All physical exams shall be performed by District physician(s) except that after one (1) year of
42 employment an employee shall have the right to select his/her personal physician, subject to the District
43 paying no more than one-half ($\frac{1}{2}$) of such cost or the amount which would have been paid to the
44 District's physician(s) for an examination, whichever is less.
45

46 **Section 18.14.**

47 No employee may be required to perform an asbestos-related duty.
48

1 **Section 18.15. Request for Position Review.**

2 When an employee believes the essential duties and responsibilities of their job have changed to such a
3 degree that their current responsibilities are no longer commensurate with their current job
4 classification/description, the employee may request to have their job be evaluated to determine
5 whether or not their job should be reclassified as another position on Schedule A. An employee, a
6 group of employees, or the Association may initiate an official request for reclassification. A review is
7 available through the Position Review Committee. This committee shall be comprised of the
8 following individuals:

- 9
- 10 • Executive Director of Human Resources
 - 11 • Two (2) District Administrative appointees
 - 12 • PSE President or designee
 - 13 • Two (2) PSE appointees
- 14

15 Prior to submitting a request for position review, the employee must first meet with their direct
16 supervisor to discuss their job assignment, duties and responsibilities as it relates to the review of the
17 position. If not resolved with the immediate supervisor, the employee may submit the Position Review
18 Request Form to the Executive Director of Human Resources.

19
20 **Section 18.15.1**

21 When a Position Review Request Form is received, the Executive Director of Human
22 Resources will notify the employee(s), the employee's immediate supervisor(s) and the
23 President of the Association. Forms must be submitted no later than February 1st. Employees
24 will be notified of the results of the decision not later than March 30th.

25
26 The Executive Director of Human Resources will convene one (1) or more meetings of the
27 Committee beginning no later than March 1st to review all requests for that school year. The
28 Committee will jointly consider the following:

- 29
- 30 a. Current job descriptions for positions under review.
 - 31 b. Interview requesting employee, group of employees as applicable.
 - 32 c. Interview the immediate supervisor(s) and/or administrator as applicable.
 - 33 d. Consideration will be made regarding the impact on the bargaining unit.
- 34

35 **Section 18.15.2.**

36 A two-thirds (2/3) majority vote of the Committee is required in order to implement a change.
37 In the case of a vote less than two-thirds (2/3) of the Committee, the final decision will be made
38 by the Executive Director of Human Resources. The decision of the Committee or the
39 Executive Director of Human Resources, as applicable, is final and not subject to the grievance
40 procedure. Human Resources will notify the requesting employee(s) of the Committee's
41 decision no later than March 30th.

42
43 **Section 18.15.3.**

44 Decisions that result in a higher level of compensation on Schedule A shall be reflected in the
45 next regular payday and in any case not later than the second regular payday. The employee
46 may be eligible for retroactive pay based upon the information presented. In no case will
47 retroactive pay be paid for work completed prior to September 1st of the current school year.
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ARTICLE XIX

TERM AND SEPARABILITY OF PROVISIONS

Section 19.1.

The term of this Agreement shall be September 1, 2018 to August 31, 2020.

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 19.3.

This Agreement, except as otherwise stated, may be reopened and modified at any time during its term upon written mutual consent of the parties. Such notification shall be in writing and shall include those sections of the Agreement intended for negotiation.

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 to 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.

ARTICLE XX

APPRENTICESHIP

Section 20.1.

All employees enrolled as apprentices by the Washington Public School Classified Employees Joint Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of this Agreement; except that the (WPSCEJATC) shall have jurisdiction to ensure that apprentices successfully complete all requirements of the program as approved and registered with the Washington State Apprenticeship and Training Council.

Section 20.1.1.

In the event an apprentice is deemed unsuccessful by the Local JATC in completing any or all parts of the approved standards, such apprentice waives contractual recourse through the grievance procedure, Article XVI.

1 **Section 20.1.2.**

2 The maximum ratio of apprentice to journey level employees shall be one-to-one. If, at any given
3 time, those requesting apprentice status exceeds the one-to-one ratio, employees shall be selected
4 based upon seniority.

5
6 **Section 20.2.**

7 Employees enrolled as apprentices shall receive the paraeducator rate of pay for their positions, as
8 specified on Schedule A.

9
10 **Section 20.2.1.**

11 Upon successful completion of apprenticeship standards and recognition by the WPSCEJATC of
12 journey status, the journey person shall receive the paraeducator Journey rate of pay which shall
13 be equal to seventy-five percent (75%) of the average rate for completion received by assistants in
14 the local area.

15
16 **Section 20.3.**

17 Employees shall be responsible for tuition costs associated with college credits and for required books and
18 materials.

19
20 **Section 20.4.**

21 Participation in the apprenticeship program shall be completely voluntary for all paraeducators.

22
23 **Section 20.5.**

24 Persons employed on the effective date of this Agreement may apply for the apprenticeship program at
25 any time new enrollees are accepted. Applications will be accepted annually prior to October 1st.

26
27 **Section 20.6.**

28 This Article may be reopened at any time upon mutual agreement of the parties or as new classifications
29 are proposed by the Local JATC for journey level status.

30
31 **Section 20.7. Professional Standards Program.**

32 The District recognizes the Professional Standards Certificate as issued by the National Association of
33 Educational Office Professionals with provisions beyond the monthly salary schedule as identified in
34 Addendum No. 1 to Schedule A-1. Such payment shall begin with the paycheck following confirmation
35 of the award/degree and submission of such confirmation to the Superintendent.

SIGNATURE PAGE

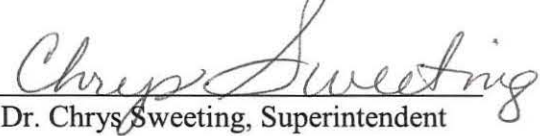
PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

ARLINGTON CHAPTER #1101

BY: 
Jennifer White, Chapter President

DATE: 2.20.19

ARLINGTON SCHOOL DISTRICT #16

BY: 
Dr. Chrys Sweeting, Superintendent

DATE: 2-20-19

ARLINGTON PUBLIC SCHOOLS							VACATION FACTOR				
PSE SCHEDULE A - 2018-2019	1 to 4	5 to 9	10 TO 14	15 TO 19	20+		1 TO 4	5 TO 9	10 TO 14	15 TO 19	20+
	STEP I	STEP II	STEP III	STEP IV	STEP V		STEP 1	STEP II	STEP III	STEP IV	STEP V
Child Nutrition Classification											
Child Nutrition Cook/Baker	19.28	21.05	21.57	22.02	22.47		0.78	1.28	1.74	2.20	2.25
Child Nutrition Cook/Baker Lead	20.94	22.75	23.27	23.72	24.19		0.84	1.38	1.88	2.37	2.42
Child Nutrition Delivery Driver	19.33	21.30	21.87	22.38	22.83		0.78	1.29	1.76	2.24	2.28
Child Nutrition Kitchen Lead	17.73	19.54	20.06	20.53	20.94		0.71	1.18	1.62	2.05	2.09
Child Nutrition Kitchen Worker	17.03	18.76	19.25	19.71	20.11		0.69	1.14	1.55	1.97	2.01
Custodial Classification											
Custodian	21.32	23.30	23.81	24.25	24.74		0.86	1.41	1.92	2.43	2.47
Custodian, Swing Shift	21.85	23.88	24.40	24.86	25.35		0.88	1.45	1.97	2.49	2.54
Custodian/Courier/Warehouse	21.83	23.85	24.35	24.81	25.30		0.88	1.45	1.96	2.48	2.53
Custodian/Courier/Warehouse - Swing Shift	22.37	24.45	24.96	25.43	25.94		0.90	1.48	2.01	2.54	2.59
Custodial/Grounds/Maintenance	23.71	25.77	26.28	26.74	27.27		0.96	1.56	2.12	2.67	2.73
Lead Custodian, Swing Shift, AHS	23.28	25.30	25.81	26.25	26.78		0.94	1.53	2.08	2.63	2.68
Grounds Classification											
Grounds	23.39	25.24	25.75	26.27	26.79		0.94	1.53	2.08	2.63	2.68
Grounds, Trash Truck Driver	23.39	25.24	25.75	26.27	26.79		0.94	1.53	2.08	2.63	2.68
Individual Classification											
Attendance Officer	21.43	23.41	23.93	24.37	24.86		0.86	1.42	1.93	2.44	2.49
Attendance Specialist	23.43	25.59	26.09	26.55	27.08		0.94	1.55	2.10	2.66	2.71
Campus Monitor	19.87	21.51	22.03	22.49	22.94		0.80	1.30	1.78	2.25	2.29
ECEAP Family Serv Specialist: AA Degree	23.43	25.59	26.09	26.55	27.08		0.94	1.55	2.10	2.66	2.71
ECEAP Family Serv Specialist: BA Degree	28.34	30.92	31.44	31.88	32.52		1.14	1.87	2.54	3.19	3.25
ECEAP Family Serv Specialist: MA Degree	29.28	31.98	32.47	32.93	33.59		1.18	1.94	2.62	3.29	3.36
ECEAP Family Services Specialist/Interpreter	29.28	31.98	32.47	32.93	33.59		1.18	1.94	2.62	3.29	3.36
ECEAP Lead Teacher: AA Degree	23.43	25.59	26.09	26.55	27.08		0.94	1.55	2.10	2.66	2.71
ECEAP Lead Teacher: BA Degree	28.34	30.92	31.43	31.88	32.52		1.14	1.87	2.53	3.19	3.25
Facility Monitor	19.40	19.89	20.37	20.85	21.27		0.78	1.21	1.64	2.09	2.13
Interpreter/Brailist/Visually Impaired	21.44	23.41	23.93	24.37	24.86		0.86	1.42	1.93	2.44	2.49
Interpreter/ELL	21.44	23.41	23.93	24.37	24.86		0.86	1.42	1.93	2.44	2.49
Interpreter/Sign Language/Hearing Impaired	21.44	23.41	23.93	24.37	24.86		0.86	1.42	1.93	2.44	2.49
Intervention Specialist	34.40	37.59	38.09	38.55	39.32		1.39	2.28	3.07	3.85	3.93
Job Coach	21.44	22.56	23.06	23.52	23.99		0.86	1.37	1.86	2.35	2.40
Occupational/Physical Therapist Assistant	23.25	25.39	25.90	26.34	26.87		0.94	1.54	2.09	2.63	2.69
School-to-work Coordinator	22.98	25.08	25.57	26.03	26.55		0.93	1.52	2.06	2.60	2.66
Seasonal Labor	13.92	15.15	15.66	16.10	16.42		0.56	0.92	1.26	1.61	1.64
Speech Language Pathologist Assistant	23.25	25.39	25.90	26.34	26.87		0.94	1.54	2.09	2.63	2.69
Work-based Learning Coordinator	22.98	25.08	25.57	26.03	26.55		0.93	1.52	2.06	2.60	2.66
Maintenance Classification											
Maintenance Worker	24.96	27.25	27.76	28.21	28.77		1.01	1.65	2.24	2.82	2.88
Maintenance Worker/Swing Shift	25.59	27.93	28.46	28.91	29.49		1.03	1.69	2.29	2.89	2.95
Maintenance Worker/HVAC Technician/Journey Level	31.32	34.18	34.70	35.15	35.85		1.26	2.07	2.80	3.51	3.58
Maintenance Worker/Journey Level	31.06	33.95	34.45	34.91	35.61		1.25	2.06	2.78	3.49	3.56
Maintenance Worker/Journey Level Swing Shift	31.84	34.79	35.31	35.78	36.50		1.28	2.11	2.85	3.58	3.65
Painter	17.99	19.75	20.27	20.71	21.13		0.73	1.20	1.63	2.07	2.11
Non-Certificated Classification											
Non-Cert Instructor	23.43	25.59	26.09	26.55	27.08		0.94	1.55	2.10	2.66	2.71
Nurse Classification											
Health Room Assistant	20.57	22.31	25.13	27.91	28.47		0.83	1.35	2.03	2.79	2.85
Licensed Practical Nurse	24.08	26.72	27.92	31.01	31.64		0.97	1.62	2.25	3.10	3.16
Registered Nurse	32.41	35.31	38.45	41.53	42.36		1.31	2.14	3.10	4.15	4.24
Paraeducator Classification											
Para Educator	18.80	20.44	20.96	21.42	21.85		0.76	1.24	1.69	2.14	2.18
Para Educator - ECEAP	18.80	20.44	20.96	21.42	21.85		0.76	1.24	1.69	2.14	2.18
Para Educator - ELL	18.80	20.44	20.96	21.42	21.85		0.76	1.24	1.69	2.14	2.18
Para Educator - Special Needs/ERC/RR	18.91	20.56	21.08	21.53	21.96		0.76	1.25	1.70	2.15	2.20
Para Educator - Dev. Preschool/Assist	19.03	20.67	21.19	21.65	22.08		0.77	1.25	1.71	2.16	2.21
Para Educator - Journey Level	19.39	21.20	21.69	22.15	22.59		0.78	1.28	1.75	2.21	2.26
Para Educator - Life Skills/EBD/Transitions	20.10	21.74	22.26	22.72	23.18		0.81	1.32	1.80	2.27	2.32
Secretarial-Clerical Classification											
Administrative Assistant	23.93	26.14	26.67	27.16	27.70		0.96	1.58	2.15	2.72	2.77
Secretary I	22.55	24.18	24.67	25.18	25.68		0.91	1.47	1.99	2.52	2.57
Secretary II	21.43	23.41	23.93	24.37	24.86		0.86	1.42	1.93	2.44	2.49
Secretary III	20.34	22.20	22.72	23.16	23.63		0.82	1.35	1.83	2.32	2.36
Technology Classification											
Network Engineer	35.40	36.58	37.36	38.01	38.77		1.43	2.22	3.01	3.80	3.88
Technology Technician	28.93	29.97	30.57	31.20	31.82		1.17	1.82	2.47	3.12	3.18
Transportation Classification											
Bus Driver & Dvr/Trainer & Dvr/Dispatcher	23.45	25.55	26.06	26.51	27.04		0.95	1.55	2.10	2.65	2.70
Bus Driver/Trainer while training Only	25.59	27.69	28.20	28.66	29.23		1.03	1.68	2.27	2.87	2.92
Bus Washer	23.45	25.55	26.06	26.51	27.04		0.95	1.55	2.10	2.65	2.70
Lead Mechanic	29.87	32.21	32.71	33.17	33.79		1.20	1.95	2.64	3.32	3.38
Mechanic/Driver	27.73	30.06	30.57	31.03	31.65		1.12	1.82	2.47	3.10	3.16
Preventative Maint Tech	26.02	27.39	27.90	28.11	28.67		1.05	1.66	2.25	2.81	2.87
Byrnes Performing Arts Center											
BPAC Lead Stage Manager	20.17	20.98	21.40	21.82	22.26		0.81	1.27	1.73	2.18	2.23
BPAC Stage Manager	17.98	18.69	19.06	19.45	19.84		0.72	1.13	1.54	1.94	1.98
BPAC Sound Technician	17.98	18.69	19.06	19.45	19.84		0.72	1.13	1.54	1.94	1.98
BPAC Lighting Technician	17.98	18.69	19.06	19.45	19.84		0.72	1.13	1.54	1.94	1.98
BPAC House Manager	17.98	18.69	19.06	19.45	19.84		0.72	1.13	1.54	1.94	1.98
BPAC Ticket Seller	17.98	18.69	19.06	19.45	19.84		0.72	1.13	1.54	1.94	1.98
BPAC Stage Crew	*STEP 1 WILL BE AT CURRENT MINIMUM WAGE										
BPAC Usher	*STEP 1 WILL BE AT CURRENT MINIMUM WAGE										

ARLINGTON PUBLIC SCHOOLS						VACATION FACTOR				
PSE SCHEDULE A - 2019-2020						1 TO 4	5 TO 9	10 TO 14	15 TO 19	20+
	STEP I	STEP II	STEP III	STEP IV	STEP V	STEP 1	STEP II	STEP III	STEP IV	STEP V
Child Nutrition Classification										
Child Nutrition Cook/Baker	20.34	22.21	22.75	23.24	23.70	0.82	1.35	1.83	2.32	2.37
Child Nutrition Cook/Baker Lead	22.09	24.01	24.55	25.02	25.52	0.89	1.45	1.98	2.50	2.55
Child Nutrition Delivery Driver	20.39	22.47	23.07	23.61	24.09	0.82	1.36	1.86	2.36	2.41
Child Nutrition Kitchen Lead	18.70	20.62	21.16	21.66	22.09	0.75	1.25	1.71	2.17	2.21
Child Nutrition Kitchen Worker	17.96	19.79	20.31	20.80	21.21	0.72	1.20	1.64	2.08	2.12
Custodial Classification										
Custodian	22.49	24.58	25.11	25.58	26.10	0.91	1.49	2.03	2.56	2.61
Custodian, Swing Shift	23.05	25.19	25.74	26.22	26.75	0.93	1.53	2.08	2.62	2.67
Custodian/Courier/Warehouse	23.03	25.17	25.69	26.17	26.69	0.93	1.53	2.07	2.62	2.67
Custodian/Courier/Warehouse - Swing Shift	23.60	25.80	26.33	26.83	27.36	0.95	1.56	2.12	2.68	2.74
Custodial/Grounds/Maintenance	25.01	27.19	27.72	28.21	28.77	1.01	1.65	2.24	2.82	2.88
Lead Custodian, Swing Shift, AHS	24.57	26.69	27.23	27.70	28.25	0.99	1.62	2.20	2.77	2.83
Grounds Classification										
Grounds	24.68	26.63	27.16	27.71	28.26	1.00	1.61	2.19	2.77	2.83
Grounds, Trash Truck Driver	24.68	26.63	27.16	27.71	28.26	1.00	1.61	2.19	2.77	2.83
Individual Classification										
Attendance Officer	22.61	24.70	25.25	25.71	26.23	0.91	1.50	2.04	2.57	2.62
Attendance Specialist	24.72	26.99	27.53	28.01	28.57	1.00	1.64	2.22	2.80	2.86
Campus Monitor	20.96	22.70	23.24	23.73	24.20	0.85	1.38	1.87	2.37	2.42
ECEAP Family Serv Specialist: AA Degree	24.72	26.99	27.53	28.01	28.57	1.00	1.64	2.22	2.80	2.86
ECEAP Family Serv Specialist: BA Degree	29.90	32.62	33.16	33.63	34.31	1.21	1.98	2.67	3.36	3.43
ECEAP Family Serv Specialist: MA Degree	30.89	33.74	34.26	34.74	35.44	1.25	2.04	2.76	3.47	3.54
ECEAP Family Services Specialist/Interpreter	30.89	33.74	34.26	34.74	35.44	1.25	2.04	2.76	3.47	3.54
ECEAP Lead Teacher: AA Degree	24.72	27.00	27.53	28.01	28.57	1.00	1.64	2.22	2.80	2.86
ECEAP Lead Teacher: BA Degree	29.90	32.62	33.16	33.63	34.31	1.21	1.98	2.67	3.36	3.43
Facility Monitor	20.47	20.98	21.49	22.00	22.44	0.83	1.27	1.73	2.20	2.24
Interpreter/Braillist/Visually Impaired	22.62	24.70	25.25	25.71	26.23	0.91	1.50	2.04	2.57	2.62
Interpreter/ELL	22.62	24.70	25.25	25.71	26.23	0.91	1.50	2.04	2.57	2.62
Interpreter/Sign Language/Hearing Impaired	22.62	24.70	25.25	25.71	26.23	0.91	1.50	2.04	2.57	2.62
Intervention Specialist	36.30	39.66	40.18	40.67	41.48	1.46	2.40	3.24	4.07	4.15
Job Coach	22.62	23.80	24.33	24.81	25.31	0.91	1.44	1.96	2.48	2.53
Occupational/Physical Therapist Assistant	24.53	26.78	27.32	27.79	28.34	0.99	1.62	2.20	2.78	2.83
School-to-work Coordinator	24.24	26.46	26.98	27.46	28.01	0.98	1.60	2.18	2.75	2.80
Seasonal Labor	14.69	15.98	16.52	16.99	17.33	0.59	0.97	1.33	1.70	1.73
Speech Language Pathologist Assistant	24.53	26.78	27.32	27.79	28.34	0.99	1.62	2.20	2.78	2.83
Work-based Learning Coordinator	24.24	26.46	26.98	27.46	28.01	0.98	1.60	2.18	2.75	2.80
Maintenance Classification										
Maintenance Worker	26.34	28.74	29.29	29.76	30.35	1.06	1.74	2.36	2.98	3.04
Maintenance Worker/Swing Shift	26.99	29.46	30.02	30.50	31.11	1.09	1.79	2.42	3.05	3.11
Maintenance Worker/HVAC Technician/Journey Level	33.05	36.06	36.61	37.08	37.82	1.33	2.19	2.95	3.71	3.78
Maintenance Worker/Journey Level	32.77	35.81	36.35	36.83	37.57	1.32	2.17	2.93	3.68	3.76
Maintenance Worker/Journey Level Swing Shift	33.59	36.71	37.26	37.75	38.51	1.35	2.22	3.00	3.78	3.85
Painter	18.98	20.84	21.38	21.85	22.29	0.77	1.26	1.72	2.19	2.23
Non-certificated Classification										
Non-Cert Instructor	24.72	26.99	27.53	28.01	28.57	1.00	1.64	2.22	2.80	2.86
Nurse Classification										
Health Room Assistant	21.70	23.53	26.51	29.45	30.04	0.88	1.43	2.14	2.94	3.00
Licensed Practical Nurse	25.40	28.19	29.46	32.72	33.38	1.02	1.71	2.38	3.27	3.34
Registered Nurse	34.19	37.25	40.56	43.81	44.69	1.38	2.26	3.27	4.38	4.47
Paraeducator Classification										
Para Educator	19.83	21.57	22.11	22.60	23.05	0.80	1.31	1.78	2.26	2.30
Para Educator - ECEAP	19.83	21.57	22.11	22.60	23.05	0.80	1.31	1.78	2.26	2.30
Para Educator - ELL	19.83	21.57	22.11	22.60	23.05	0.80	1.31	1.78	2.26	2.30
Para Educator - Special Needs/ERC/RR	19.95	21.69	22.24	22.72	23.17	0.80	1.31	1.79	2.27	2.32
Para Educator - Dev. Preschool/Assist	20.07	21.81	22.36	22.84	23.30	0.81	1.32	1.80	2.28	2.33
Para Educator - Journey Level	20.46	22.36	22.88	23.37	23.83	0.82	1.36	1.85	2.34	2.38
Para Educator - Life Skills/EBD/Transitions	21.20	22.94	23.49	23.97	24.45	0.86	1.39	1.89	2.40	2.45
Secretarial-Clerical Classification										
Administrative Assistant	25.24	27.58	28.14	28.65	29.22	1.02	1.67	2.27	2.87	2.92
Secretary I	23.79	25.51	26.03	26.57	27.10	0.96	1.55	2.10	2.66	2.71
Secretary II	22.61	24.70	25.25	25.71	26.23	0.91	1.50	2.04	2.57	2.62
Secretary III	21.46	23.42	23.97	24.44	24.92	0.87	1.42	1.93	2.44	2.49
Technology Classification										
Network Engineer	37.35	38.59	39.42	40.10	40.90	1.51	2.34	3.18	4.01	4.09
Technology Technician	30.52	31.62	32.25	32.92	33.58	1.23	1.92	2.60	3.29	3.36
Transportation Classification										
Bus Driver & Dvr/Trainer & Dvr/Dispatcher	24.74	26.95	27.49	27.97	28.53	1.00	1.63	2.22	2.80	2.85
Bus Driver/Trainer while training Only	27.00	29.22	29.75	30.23	30.84	1.09	1.77	2.40	3.02	3.08
Bus Washer	24.74	26.95	27.49	27.97	28.53	1.00	1.63	2.22	2.80	2.85
Lead Mechanic	31.51	33.98	34.51	35.00	35.65	1.27	2.06	2.78	3.50	3.57
Mechanic/Driver	29.25	31.72	32.25	32.73	33.39	1.18	1.92	2.60	3.27	3.34
Preventative Maint Tech	27.45	28.90	29.43	29.65	30.25	1.11	1.75	2.37	2.97	3.02
Byrnes Performing Arts Center										
BPAC Lead Stage Manager	21.28	22.13	22.57	23.03	23.49	0.86	1.34	1.82	2.30	2.35
BPAC Stage Manager	18.97	19.72	20.11	20.52	20.93	0.76	1.19	1.62	2.05	2.09
BPAC Sound Technician	18.97	19.72	20.11	20.52	20.93	0.76	1.19	1.62	2.05	2.09
BPAC Lighting Technician	18.97	19.72	20.11	20.52	20.93	0.76	1.19	1.62	2.05	2.09
BPAC House Manager	18.97	19.72	20.11	20.52	20.93	0.76	1.19	1.62	2.05	2.09
BPAC Ticket Seller	18.97	19.72	20.11	20.52	20.93	0.76	1.19	1.62	2.05	2.09
BPAC Stage Crew	*STEP 1 WILL BE AT CURRENT MINIMUM WA									
BPAC Usher	*STEP 1 WILL BE AT CURRENT MINIMUM WA									

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ADDENDUM NO. 1

ARLINGTON SCHOOL DISTRICT

PROFESSIONAL STANDARDS PROGRAM

1. The District recognizes the Professional Standards Certificate as issued by the National Association of Educational Office Professionals with the following provisions beyond the monthly salary schedule:

Certificate Earned	Monthly Stipend
Basic	\$15.00
Associate Professional	\$15.00
Advanced I	\$15.00
Advanced II	\$15.00
Advanced III	\$18.00
Associate Degree	\$18.00
CEOE Option 1	\$25.00
Bachelor's Degree	\$27.50
Master's Degree	\$30.00

Such payment shall begin with the paycheck following confirmation of the award/degree and submission of such confirmation to the Superintendent.

2. All Food Service workers certified with the School Nutrition Association will receive a stipend of fifteen dollars (\$15.00) per month upon proof of certification.
3. Certified Maintenance HVAC Journey level workers will receive a stipend of fifteen dollars (\$15.00) per month upon proof of certification.

MEMORANDUM OF UNDERSTANDING
Insurance and Retirement Article XII

THIS MEMORANDUM OF UNDERSTANDING SETS FOR THE FOLLOWING AGREEMENT BETWEEN
PUBLIC SCHOOL EMPLOYEES OF ARLINGTON AND THE ARLINGTON SCHOOL DISTRICT #16.

The District and Association agree to the following provisions in order to make a good faith effort to comply with
2012 Washington Laws Ch. 3 (ESSB 5940).

1. The provisions of this Memorandum of Agreement (MOU) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provisions of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.
2. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:
 - (a) at least one qualified high-deductible health plan (HDHP) and health savings account (HSA);
 - (b) at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2012 state employee benefits year; and
 - (c) health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.

The quotes procured by the broker shall be reviewed and the choice of plans offered shall be made using the same procedure for selecting health plans as was used in the 2017-18 school year.

3. To ensure employees selecting richer benefit plans pay the higher premium and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be 2.5% of the coverage premium for the plan chosen by the employee. Such minimum monthly charge shall be paid regardless of the impact of pooling.
4. Employees who select the QHDHP may elect to contribute the remainder of their state benefit allocation generated by the employee's FTE to the HSA associated to the QHDHP. The employee may not use pooling dollars to fund the HSA. The employee may elect to contribute out of pocket dollars to fund the HSA up to the amount allowed by Federal law.
5. The parties shall abide by state laws relating to School District employee benefits, and this MOU shall be construed consistent with such laws.
6. This MOU shall be effective for the 2018-19 and 2019-20 school years or until SEBB makes it obsolete.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

ARLINGTON CHAPTER #1101

BY: 
Jennifer White, Chapter President

DATE: 2.20.19

ARLINGTON SCHOOL DISTRICT #16

BY: 
Dr. Chrys Sweeting, Superintendent

DATE: 2-20-19

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, ARLINGTON CHAPTER AND THE ARLINGTON SCHOOL DISTRICT #16. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XIX, SECTION 19.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that the following employees will be brought to 8 hours/200 days per year to be consistent with other fiscal and registrar secretaries in the district:

Marie Nelson
Debbie Jefferson
Terri Kinney
Kathleen Wold
Lynn Weber
Jennifer White
Tracy Krause

Furthermore, the parties agree that building-based LPN's will be brought to 7.5 hours per day.

Beyond the 2018-19 school year, the board of directors will retain their management rights in the event of financial necessity to determine appropriate hours and levels of staffing needed to fulfill the programmatic obligations of the district's schools.

This LOA will become effective upon signatures of the parties involved, will remain in effect until August 31, 2019, and shall be attached to the current collective bargaining agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

ARLINGTON CHAPTER 1101

BY: 
Jennifer White, Chapter President

DATE: 2.20.19

ARLINGTON SCHOOL DISTRICT #16

BY: 
Dr. Chrys Sweeting, Superintendent

DATE: 2-20-19