

COLLECTIVE BARGAINING AGREEMENT BETWEEN

ENTIAT SCHOOL DISTRICT #127

AND

PUBLIC SCHOOL EMPLOYEES OF

ENTIAT CHAPTER

SEPTEMBER 1, 2015 - AUGUST 31, 2017



Public School Employees of Washington / SEIU Local 1948

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P R E A M B L E

This Agreement is made and entered into between Entiat School District Number 127 (hereinafter “District”) and Public School Employees of Entiat, an affiliate of Public School Employees of Washington/SEIU Local 1948 (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:

A R T I C L E I

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

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees whether or not they are members of the Association.

Section 1.2.

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

Section 1.3.

All employees subject to this Agreement will be provided with a copy of their job description. Copies of all job descriptions will be given to the Chapter President. The District and PSE will work to develop and update as necessary, job descriptions for positions represented by this contract.

Section 1.4.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Transportation, Custodial, Maintenance, Secretarial-Clerical, Para-Educators, School Nurse, Brailist/Sign Language Interpreter and Food Service; except the following positions: Business Manager (1), the Superintendent’s Secretary (1), Fiscal Assistant (1), Maintenance/Custodial/Grounds Supervisor (1) and the Transportation Supervisor (1).

Section 1.5. Substitute Employees.

Substitute employees are employed sporadically to fill a position of a permanent or temporary classified employee in an existing position for up to thirty (30) consecutive work days. Substitute employees shall be paid at the first year step and will not receive other benefits or contract rights.

Section 1.5.1. Temporary Employees.

Temporary positions are created due to short-term, occasional staffing needs which do not warrant the posting of a permanent position or the addition of hours to regular bargaining unit employees. Temporary positions that exceed thirty (30) consecutive work days shall be opened and posted pursuant to Section 10.8.



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ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

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

Section 2.2 Bus Driver Drug/Alcohol Testing.

The District will implement Federal Department of Transportation (DOT) Bus Driver Drug/Alcohol testing procedures and may discipline up to and including discharge for verified positive test results, subject to just cause provisions.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

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

Section 3.2.

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

Section 3.3.

Employees subject to this Agreement have the right to have an Association representative present at the discussion between themselves and the supervisor and/or other representatives of the District, limited to two (2) from each side, as hereinafter provided, unless mutually agreed.

Section 3.4.

Neither the District, nor the Association, shall discriminate against any employee subject to this agreement on the basis of race, creed, color, gender, religion, age, marital status, national origin, sexual orientation, including gender identity, familial status, or disability, with respect to a position, the duties

1 of which may be performed efficiently by an individual without danger to the health or safety of the
2 physically handicapped person or others.

3
4 **Section 3.5. Personnel Files.**

5 Each employee shall have the right to review the contents of his/her personnel file kept in the District
6 administration office. An employee may attach comments to any material in the file. During any
7 review, an official or representative of the Association may be present. Each employee shall be
8 provided a copy of all potentially derogatory material placed in his/her personnel file at the time of its
9 insertion into the file. Any derogatory material in an employee's personnel file which is not brought to
10 the attention of the employee may not be used in any disciplinary action against the employee.

11
12 All items inserted into an employee's personnel file will be signed and dated by the employee at the
13 time of insertion. The employee's signature will indicate the employee has received a copy of the item
14 to be placed in the file but does not necessarily indicate the employee's agreement with the contents
15 therein. All derogatory material contained in the file shall be removed upon mutual consent. The
16 employee shall have the right, after three (3) years, to remove derogatory material excluding
17 evaluations and legal issues from their file.

18
19 **Section 3.5.1. Working Files.**

20 Building administrators or supervisors may keep or maintain working files relative to those
21 employees for which they hold responsibility to evaluate. Such working files are not part of the
22 employee's personnel file, are subject to review upon request by the employee, and documents
23 therein shall remain in the working file for two (2) years from date of insertion.

24
25 **Section 3.6. Employee Evaluations.**

26 Each employee shall be evaluated in writing at least once annually. Employees will be given a copy of
27 the evaluation report ten (10) days prior to the last day of school. The evaluation will be discussed with
28 each employee, and the employee will be afforded the opportunity to attach written comments or
29 statements to the evaluation report/form (attached). Unsatisfactory performance will be discussed with
30 employees in a timely manner.

31
32 **Section 3.7. Confrontational Situations.**

33 Employees, acting within the scope of their duties may use reasonable measures with students, patrons,
34 or other persons as is necessary to protect his/her self, another employee or another student from attack,
35 physical or verbal abuse or injury, or to prevent damage to District or personal property.

36
37 The District shall provide liability insurance for the protection of employees while engaged in the
38 maintenance of order and discipline and the protection of school personnel, students and property.

39
40 All classified employees will be immediately notified of any known potentially dangerous situation that
41 may occur that may affect the safety of the employee; e.g., discovery of weapons, discovery of drugs,
42 gang activity, etc.

43
44 **Section 3.8. Administration of Medication.**

45 "High Needs" Para's shall be trained to take care of extraordinary needs that apply to students within
46 the school district. Secretaries will dispense prescription or over the counter oral medications and
47 attend to the general needs of students i.e. band-aides, cold packs, small injuries, etc. Employees who
48 deem themselves unfit to perform medical procedures or administer medication, may request a review

1 of the assignment with their supervisor and the Superintendent within three (3) days of being assigned
2 the job.

3
4 Employees shall respond to emergency situations and accidents, by providing basic first aid until
5 professional help arrives.

6
7 Employees providing health care as provided in this Agreement shall be held harmless for any actions
8 arising from the act or failure to act of the employee, providing the employee is acting within the scope
9 of his/her employment.

10
11 **Section 3.9.**
12 Use of Video Cameras on Buses and in Schools.

13
14 The use of video cameras on District operated school buses and in schools is for the purpose of
15 reducing discipline problems, thus providing a safer environment for students and staff. The reason for
16 recording the transportation or school environment is to provide school officials, drivers and
17 parents/guardians/custodians with documentation when dealing with inappropriate student behavior.
18 Recorded video shall be retained in a secure location for up to five (5) workdays unless it is needed to
19 support disciplinary action.

20
21 When student discipline issues create a need for reviewing the recording(s), the recording(s) will be
22 appropriately labeled and stored in a secure location. The employee may view the recording(s) at a set
23 time and at a designated location along with the administration transportation supervisor or designee.

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27 **ARTICLE IV**
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29 **RIGHTS OF THE ASSOCIATION**

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31 **Section 4.1.**
32 The Association has the right and responsibility to represent the interests of all employees in the unit
33 during school board meetings regarding the formulation, development and implementation of labor
34 relations matters, practices, and policies which are within the authority of the District; to present its
35 views to the District on matters of concern; to enter collective negotiations with the object of reaching
36 an agreement applicable to all employees within the bargaining unit.

37
38 **Section 4.2.**
39 The Association reserves and retains the right to delegate any right or duty contained herein to
40 appropriate officials of the Public School Employees of Washington State Organization.

41
42 **Section 4.3.**
43 Employees may be provided time off without loss of pay to attend regional or state meetings when the
44 purpose of those meetings is in the best interests of the District as determined by the District
45 administration.

46
47 **Section 4.4.**
48 By request of the Public School Employees of Entiat on or before the first day of October, the District



1 will provide job title, name, address, and employment date of each classified employee.

2
3 **Section 4.5.**

4 Representatives of the Association, after receiving approval of the Superintendent, shall have access to
5 the District premises during business hours, provided that no conferences or meetings between
6 employees and Association representatives will in any way hamper or obstruct the normal flow of
7 work.

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11 **ARTICLE V**

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13 **APPROPRIATE MATTERS FOR NEGOTIATION**

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15 **Section 5.1.**

16 It is agreed and understood that matters appropriate for negotiations between the District and the
17 Association are hours, wages, grievance procedures and general working conditions of employees in
18 the bargaining unit subject to this Agreement.

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22 **ARTICLE VI**

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24 **ASSOCIATION REPRESENTATION**

25
26 **Section 6.1.**

27 The Chapter President or designee(s), as specified in writing to the Superintendent, will meet with the
28 Superintendent on a mutually agreeable basis to discuss appropriate matters. Time during working
29 hours will be allowed the Chapter representatives for attendance at these meetings

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31
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33 **ARTICLE VII**

34
35 **HOURS OF WORK AND OVERTIME**

36
37 **Section 7.1.**

38 The work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
39 consecutive days off, Saturday and Sunday. For employees hired after August 1, 1993, the work week
40 may consist of any five (5) consecutive days followed by two (2) consecutive days off when the
41 position is posted as such.

42
43 **Section 7.2.**

44 Each employee shall be assigned to a definite location and regular work schedule and work week,
45 which shall not be changed without prior notice to the employee of ten (10) working days, except
46 during the first two (2) weeks of the student school year and in emergency situations. Provided,
47 however, that such notification of changes in location or work schedule may be waived by mutual
48 agreement of the employee and the supervisor. However, daily tasks may be changed at the discretion

1 of the supervisor to coincide with school district needs and building use without being subject to the ten
2 (10) working day notice requirement.

3
4 **Section 7.3.**

5 A regular work shift will consist of eight and a half (8.5) hours including a mutually agreed upon
6 uninterrupted thirty (30) minute unpaid lunch period as near the middle of the shift as is practicable,
7 and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both
8 of which rest periods shall occur as near the middle of each half shift as is practicable. Twelve (12)
9 month employees, with approval of the Superintendent, may be allowed to arrange their shifts to reflect
10 non-regular shifts during the summer break.

11
12 **Section 7.4.**

13 Any shift of five (5) or more hours, but less than eight and a half (8.5) hours shall receive an unpaid
14 thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable. The
15 employee will also receive a ten (10) minute rest period in the pre-lunch work time and a ten (10)
16 minute rest period in the post-lunch time.

17
18 **Section 7.4.1.**

19 Any shift of three (3) or more hours, but less than five (5) hours shall receive a ten (10) minute rest
20 period as near the middle of the shift as practicable. Employees working less than a three (3) hour shift
21 shall receive no rest period.

22
23 **Section 7.5.**

24 Employees required to work through their regular lunch periods will be given time to eat at a time
25 agreed upon between the employee and supervisor. In the event the District requires an employee to
26 forego a lunch period and the employee works the entire shift, including the lunch period, the employee
27 shall be compensated for the foregone lunch period at overtime rates, in accordance with Section 7.8.

28
29 **Section 7.6.**

30 In the event of an unusual school closure due to inclement weather or plant inoperation, the District will
31 make every effort to notify each employee to refrain from coming to work. Employees reporting to
32 work shall work a minimum of two (2) hours.

33
34 **Section 7.6.1.**

35 Both parties agree that, due to school closures caused by inclement weather, the classified
36 employees shall suffer no loss of pay because of make-up days being waived by the State of
37 Washington.

38
39 Furthermore, both parties agree that the following options shall be made available to affected
40 employees not required to work during suspended operations/road restrictions:

- 41
42 1. Annual Leave (vacation), personal leave, emergency leave;
43 2. Leave without pay; or
44 3. Reasonable opportunity to make up work time lost as a result of suspended
45 operation/road restrictions.

46
47 **Section 7.7. Higher and Lower Paid Positions.**

48 Employees requested to work in a position with a higher rate of pay shall receive compensation equal to

1 that normally received by an employee in the higher paid position, at the incremental step level of the
2 employee requested to work in the position. Any employee requested by their supervisor to work in a
3 lower paying position will receive their regular rate of pay.
4

5 **Section 7.8.**

6 All hours worked in excess of forty (40) hours, within a regular work week, shall be compensated at
7 one and a half (1 ½) times the employee’s base pay. All hours worked in excess of forty-eight (48)
8 hours within a work week shall be compensated at a rate twice the employee’s base rate.
9

10 **Section 7.9.**

11 In those years which contain more than two hundred- sixty (260) workdays, these “extra” days will not
12 result in an additional workday(s) for full-time employees. These “extra” days will result in a day(s) off
13 as jointly determined by the employee and his/her supervisor. The employee will schedule the “extra”
14 day(s) off with their supervisor at least one (1) week in advance. The “extra” day(s) will be scheduled
15 during non-student days.
16

17 2015-2016 - 262 workdays

18 2016-2017 - 261 workdays
19

20 **Section 7.10.**

21 Recognizing that personnel in the Transportation classification present special shift problems, the
22 parties agree that shifts shall be established in that classification by the district in relation to routes and
23 driving times requisite to fulfilling tasks assigned by the Supervisor of Transportation; provided
24 however, that all bus driver route and trip shifts shall include fifteen (15) minutes paid time per run for
25 the purpose of performing a pre-trip inspection and a post-trip inspection/bus clean-up. All trips other
26 than regular daily scheduled bus runs shall be called extra trips and shall be compensated at the driver’s
27 regular driving rate based on the trip duration listed on Schedule A, Part II of this Agreement. In the
28 event that an extra trip is canceled, the District shall make every effort to notify the affected driver of
29 the cancellation as soon as is practicable. If the driver reports for work without notification of the trip
30 being cancelled, the driver shall receive two (2) hours pay at the appropriate rate. Drivers will be given
31 reasonable notice of all extra trips.
32

33 **Section 7.10.1.**

34 Extra trips other than regular daily runs shall be assigned to regular drivers, by seniority, from a
35 rotating roster of all regular drivers. Regular drivers will maintain their regular to and from bus
36 assignments unless they are a making trip. Substitutes will fill regular daily runs for regular
37 bus drivers on extra trips or for regular drivers unable to drive their regular daily runs.
38

39 **Section 7.10.2.**

40 The method for bidding of extra trips is as follows:
41

42 Beginning with the most senior driver at the start of each school year, all regular drivers will
43 take turns bidding on trips that are posted on two (2) separate extra trip boards. Bidding will
44 continue in seniority order until all trips have been bid on. The last driver to bid on a trip for
45 the board’s period will be noted, and the next driver in seniority order will begin the bidding
46 process at the next bid period.
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1 If a new extra trip is added during the month, the driver who is up for the next bid choice will
2 have first option to bid for the new trip.

3
4 **Section 7.10.3.**

5 If an extra trip has been cancelled and rescheduled, the driver moves with that trip. If the
6 cancelled trip is not rescheduled, the driver will have first choice in the next bid period to bid a
7 trip with comparable driving hours (as close as possible). If the trip in May or June is cancelled
8 and another new extra trip is not added that the driver of the cancelled trip could bid for, the
9 driver loses the trip and retains no claim to the first bid slot in the following school year.

10
11 **Section 7.10.4.**

12 There will be two (2) extra trip boards maintained as follows:

13
14 Extra Day Trip Board – Bid monthly (e.g., field trips or sports trips, not overnight).

15 Overnight Trip Board – Bid monthly as scheduled (all trips that include overnight stays).

16 Each board will have seniority rotation applied to it separately, and bidding rotation for both
17 boards will start over with the most senior regular driver each school year.

18
19 **Section 7.11.**

20 When employees are required by the District to attend meetings for the purpose of training, said
21 employees shall receive their regular rate of pay. The District shall pay the cost of physical
22 examinations, X-rays, health certificates, first aid classes, driver recertification classes, and other tests
23 required as a condition of employment. If the employee uses her/his own physician, reimbursement to
24 the employee will be given up to a maximum of the usual charge of the District's physician. The
25 District shall reimburse regular drivers for the cost of the skills test and the knowledge test required for
26 the Commercial Driver's License for bus drivers. These reimbursements are given only once in each
27 renewal period.

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31 **ARTICLE VIII**

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33 **HOLIDAYS AND VACATIONS**

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35 **Section 8.1. Holidays.**

36 All employees shall receive the following paid holidays that fall within their work year as designated
37 by the state legislature:

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|---------------------------|--|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Martin Luther King Day | 9. Day after Thanksgiving/Native American
Heritage Day |
| 3. Presidents Day | 10. Day before or day after Christmas (as mutually
agreed between the District and Association) |
| 4. Memorial Day | 11. Christmas Day |
| 5. Independence Day | |
| 6. Labor Day | |
| 7. Veterans Day | |
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47 **Section 8.1.1. Unworked Holidays.**

48 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect

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

9 **Section 8.1.2. Holidays During Vacation.**

10 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take
11 one (1) extra day of vacation with pay.
12

13 **Section 8.1.3. Holiday Worked.**

14 Employees who work the above holidays shall receive the holiday pay due them plus their base
15 pay up to the hours in their normal shift and twice their base pay for any hours exceeding their
16 normal shift.
17

18 **Section 8.2. Unpaid Holiday For Reason of Faith or Conscience.**

19 Employees are entitled to two (2) unpaid holidays per year for a reason of faith or conscience or for an
20 organized activity conducted under the auspices of a religious denomination, church, or religious
21 organization. The employee may select and request the days on which the employee desires to take the
22 two (2) unpaid holidays after consultation with his/her supervisor pursuant to the procedure below. If
23 the employee elects to take the two (2) unpaid holidays on specific days for any of the above reasons,
24 the employer must allow the employee to do so unless the employee's absence would impose an undue
25 hardship on the employer. Undue hardship is defined as action causing significant difficulty or
26 expense to the district. Existence of an undue hardship will be determined on a case-by-case basis,
27 taking into account specific objective facts and circumstances present at the time of each request, and
28 considering factors listed on the 'Unpaid Holiday' request form.

29 An employee must submit an 'Unpaid Holiday' request form to his/her immediate supervisor ten (10)
30 workdays prior to the requested unpaid holiday. No more than three (3) classified employees may be
31 absent for an unpaid holiday on any given day. The following restrictions will apply:
32

- 33 1. No unpaid holidays will be taken during the ten (10) workdays prior to the date the school year
34 starts, during the first ten (10) workdays of school or the last ten (10) workdays of school.
35 Unpaid holidays will not be used to extend vacations, school breaks, or other holidays, or as
36 vacation days, or to shorten the school year.
37
- 38 2. However, an employee may submit a written request to the Superintendent for unpaid holiday
39 leave that falls in conjunction with #1 or #2, if the reason of faith or conscience or the
40 organized activity is so scheduled. The decision to grant the request for an unpaid holiday
41 under #1 or #2 will be at the sole discretion of the Superintendent.
42

43 Unpaid holidays are not cumulative from year to year.
44

45 **Section 8.3. Vacation Credit.**

46 All employees working a minimum of eleven (11) full months per year shall be eligible for hours of
47 vacation credit.
48

1 All employees entitled to vacation credit shall be granted ten (10) days of paid vacation. For each year
2 of service thereafter one (1) day will be added to the employee's vacation credit to a maximum of
3 twenty (20) days. A "day" of vacation shall be based on the number of hours in the employee's regular
4 workday. After the first thirty (30) days, the employee may use vacation time as it is accrued.
5

6 **Section 8.3.1.**

7 Any vacation credit currently due, but unused by September 1st may be carried into the
8 following year with the approval of the immediate supervisor and administration. No vacation
9 may be carried over for more than one (1) year beyond the date on which it became due;
10 provided, however, no employee shall be denied accrued vacation benefits due to District
11 employment needs. All vacation time for employees must be taken during summer vacation
12 period when school is not in session, except employees will be allowed to take one (1) week
13 during the school year if no more than one (1) employee is gone at the same time. Vacations
14 shall be scheduled at the written request of the employee and with approval of the
15 Superintendent. Vacations must be scheduled in a manner so as not to disrupt the normal
16 activities of the District.
17

18 **Section 8.3.2.**

19 Any employee who is discharged or who terminates employment shall receive payment for
20 unused accrued vacation credit with their final paycheck.
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23

24 **ARTICLE IX**

25 **LEAVES**

26
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28 **Section 9.1. Sick Leave.**

29 Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided,
30 however that no employee that works a full school year, shall accumulate less than ten (10) days of sick
31 leave per school year. An employee working eleven (11) days in a calendar month will be given credit
32 for the full calendar month. School term employees hired during the school year shall also receive one
33 (1) day sick leave for June, even if there are less than eleven (11) work days in that month. Leave shall
34 be vested when earned and may be accumulated to the legal limit.
35

36 **Section 9.1.1.**

37 The District shall project the number of annual days of sick leave at the beginning of the school
38 year or when the employee is hired, according to the estimated calendar months the employee is
39 to work during that year. The employee shall be entitled to the projected number of days of leave
40 at the beginning of the school year. Sick leave shall be paid at the employee's hourly rate and
41 normal daily work shift in effect at the time the sick leave is taken. However, if employment
42 with the District terminates and the employee has used more sick leave than earned, due to the
43 aforementioned projection, the District is entitled to payment from the employee in an amount
44 equal to the unearned sick leave used by the employee. The District may require verification
45 from a physician if the employee is off work for more than five (5) consecutive workdays.
46

47 **Section 9.1.2. Sick Leave Buyout (Separation).**

48 At the time of separation from the District an eligible employee, or the employee's estate shall

1 receive remuneration at a rate equal to one (1) days current monetary compensation of the eligible
2 employee for each four (4) full days of accrued sick leave up to a maximum of one hundred and
3 eighty (180) days. The payment will coincide with the last payment for employment to the
4 eligible employee or estate. A day is defined as the employee's hours worked on a regular
5 assignment.
6

7 For the purpose of sick leave conversion an eligible employee shall be defined as:
8

- 9 A. Employees who separate from employment due to retirement or death;
- 10 B. Employees who separate from employment and who are at least age fifty-five (55) and
11 have at least ten (10) years of service in SERS 3; or
- 12 C. Employees who separate from employment and who are at least fifty-five (55) and have
13 at least fifteen (15) years of service in SERS 2
14

15 **Section 9.1.3. Sick Leave Buy-out (Annual).**

16 At the option of the employee, the District will buy back at the rate of one (1) days' pay for
17 every four (4) days accumulated sick leave in excess of one hundred and sixty-eight (168) days
18 on December 31 of each year. The calculation will be made at the end of the calendar year and
19 payment will be made in the February payroll check. A day is defined as the employee's hours
20 worked on a regular assignment.
21

22 **Section 9.1.4. Sick Leave Sharing.**

23 All voluntary leave sharing shall be in strict compliance with current RCW 41.04.660.
24

25 Employees may donate annual sick leave to a fellow employee who is suffering from or has a
26 relative or household member suffering from an extraordinary or severe illness, injury,
27 impairment, or physical or mental condition; a fellow employee who is a victim of domestic
28 violence, sexual assault, or stalking; or a fellow employee who has been called to service in the
29 uniformed services, which has caused or is likely to cause the employee to take leave without
30 pay or terminate his or her employment.
31

32 **Section 9.1.4.1. Status of Leave Employee.**

33 While an employee is on leave under the conditions of Section 9.1.4., he/she shall
34 receive all the rights in respect to wages and benefits normally received if using accrued
35 sick leave. Payment of donated sick leave shall be in accordance with state statutes,
36 rules and regulations.
37

38 **Section 9.1.5. On-the-Job Injury and Leave.**

39 When an employee is injured on the job and is unable to perform his/her duties as a result of an
40 on-the-job injury or occupational disease or illness, and is certified off-work by a doctor, the
41 employee may elect to use leave as follows (provided the employer does not elect to keep the
42 employee on full salary through means other than use of accrued leave):
43

- 44 A. Choose unpaid leave thus receiving only his/her entitled temporary total disability
45 (TTD) benefit payment from the District's industrial insurance; or
- 46 B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in
47 addition to their entitled TTD benefits; or
- 48 C. Elect to use a proportionate share of accumulated leave to make up the difference

1 between the workers' compensation payments and the employee's regular pay at the
2 time of injury.

3
4 **Section 9.2. Family Medical Leave Act.**

5 Federal law (FMLA) and the Washington Family Care Act (WFCA) guarantee eligible employees of
6 the Entiat School District up to twelve (12) weeks of unpaid (or paid per Section 9.2.3.), job-protected
7 leave for reasons listed in Section 9.2.2 below.

8
9 **Section 9.2.1. Eligibility.**

10 Employees who have worked for the District for a period of twelve (12) months and have
11 accrued one thousand, two hundred and fifty (1,250) hours of service during that twelve (12)
12 month period are eligible for this leave.

13
14 **Section 9.2.2. Leave Reasons.**

15 There are four (4) reasons for which Family and Medical Leave may be granted under the
16 FMLA:

- 17
18 1. For incapacity due to pregnancy, pre-natal medical care, or childbirth;
19 2. To care for the employee's child after birth, or placement for adoption or foster care;
20 3. To care for the employee's spouse, son/daughter, or parent, who has a serious health
21 condition;
22 4. For a serious health condition that makes the employee unable to perform the
23 employee's job.

24
25 Additional Reason - Military Family Leave Entitlements. Eligible employees with a spouse,
26 son, daughter, or parent on active duty or call to active duty status in the National Guard or
27 Reserves in support of a contingency operation may use their twelve (12) week leave
28 entitlement to address certain qualifying exigencies. Qualifying exigencies may include
29 attending certain military events, arranging for alternative childcare, addressing certain financial
30 and legal arrangements, attending certain counseling sessions, and attending post-deployment
31 reintegration briefings.

32
33 FMLA also includes a special leave entitlement that permits eligible employees to take up to
34 twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12)
35 month period. A covered service member is a current member of the Armed Forces,
36 including a member of the National Guard or Reserves, who has a serious injury or illness
37 incurred in the line of duty on active duty that may render the service member medically unfit to
38 perform his or her duties for which the service member is undergoing medical treatment,
39 recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

40
41 **Section 9.2.3. Conditions.**

- 42
43 1. Employees are eligible to receive a total of twelve (12) weeks of leave per year for
44 family and/or medical leave. The District shall grant, at the employee's request, the use
45 of accrued sick leave, personal days or vacation time prior to placing the employee on
46 unpaid leave.
47 2. The District reserves the right to require the employee to take leave in a block when
48 being used for birth, adoption, or placement of a foster child. The entitlement to this

- 1 leave ends twelve (12) months following the birth, adoption, or placement.
- 2 3. Medical leave may be taken intermittently based upon the health care provider's
- 3 recommendation and/or the ability of the employee to perform the duties of the job.
- 4 4. The District may request that the employee on intermittent leave assume an alternate
- 5 position if the employee is qualified, the position has equal pay and benefits, and the
- 6 alternate position better accommodates the leave.
- 7 5. Employees who have been granted leave under this policy are guaranteed a return to
- 8 their former position or a position with equivalent benefits, pay, and terms of
- 9 employment. Reinstatement may be denied in the event of a reduction in force. The
- 10 employee on leave will be subject to the terms of the contractual agreement between the
- 11 Association and the District.
- 12 6. Vacation, sick, and personal leave will not accrue during the duration of the leave.

13 **Section 9.2.4. Employee Responsibilities.**

- 14 1. In the event of the birth, adoption, or foster placement, thirty (30) days prior notice will
- 15 be required when practical.
- 16 2. For medical care, the employee will give thirty (30) days prior notice, unless medical
- 17 conditions preclude this from happening. Further, if an employee is on a reduced
- 18 schedule, he/she may be asked to make all reasonable efforts to arrange treatment so as
- 19 to not disrupt the normal operation of the District.
- 20
- 21
- 22

23 **Section 9.2.5. Exclusions/Limitations.**

- 24 1. In the event that the District employs spouses, the total leave between both cannot
- 25 exceed twelve (12) weeks in any twelve (12) month period.
- 26
- 27

28 **Section 9.2.6. Certification of a Serious Health Condition.**

29 When an employee seeks medical leave to care for a family member or address his/her own
30 health needs, the District may require a signed statement from a health care provider to verify
31 the need for treatment, care or supervision for any absence which exceeds five (5) consecutive
32 working days. The following certification may be required:

- 33 1. The date on which the condition commenced.
- 34 2. Probable duration of the condition.
- 35 3. Medical facts from a health care provider.
- 36 4. When the leave is to care for a family member, an estimate as to the amount of time
- 37 needed.
- 38 5. In the event the employee is not able to return to perform and fulfill his/her
- 39 responsibilities, medical verification will be required. The District reserves the right to
- 40 seek a second (2nd) or third (3rd) opinion, at Districts expense.
- 41
- 42

43 **Section 9.2.7. Health Care Benefits.**

44 The District will maintain employee health care benefits at its expense during the duration of
45 the leave. However, in the event that the employee does not return from leave for a reason other
46 than continuation or reoccurrence of a serious health condition, the onset of a new serious health
47 care condition, or circumstances beyond the control of the employee, the District may exercise
48 its right to recover premium costs.

1 **Section 9.3. Emergency Leave.**

2 Employees shall be entitled to up to two (2) days leave with pay per year, for absence caused by
3 emergencies.

4
5 Employees may take additional days by submitting a request in writing to the Superintendent.
6 Emergencies shall be defined as sudden or unanticipated events where preplanning could not relieve the
7 necessity of the employees absence. Emergency leave shall be deducted from sick leave.

8
9 **Section 9.4. Bereavement Leave.**

10 Each employee shall be entitled to a maximum of five (5) days leave per year with pay, per occurrence,
11 for the absence caused by the death to an employee’s child, foster child, spouse, domestic partner,
12 parent, step-parent, grandparent, grandchild, sibling, sibling-in-law, parent-in-law, aunt or uncle or any
13 person living in the immediate household as a member of the family. One day of bereavement leave
14 may be used for a co-worker or friend, limited to two (2) occurrences per year. Bereavement leave is
15 non-cumulative and must be approved by the Superintendent or designee. Bereavement leave is not
16 deducted from sick leave.

17
18 **Section 9.5. Maternity Leave.**

19 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such
20 time as the employee and her physician deem necessary. Employees granted maternity leave must
21 return to work not later than one (1) year following the granting of the maternity leave. Employees
22 granted maternity leave may, at their option, be allowed compensation for maternity leave in
23 accordance with Section 9.1. Before returning to work the employee must be certified by her physician
24 as ready and able to return.

25
26 **Section 9.5.1. Paternity Leave.**

27 A male employee, upon request, shall be granted a maximum of five (5) days leave, on or about
28 the date of his child’s birth. Such leave is deducted from sick leave. An employee may request
29 additional days by submitting a written application to the Superintendent or designee.

30
31 **Section 9.5.2. Adoptive/Foster Leave.**

32 Sixty (60) days non-paid leave shall be granted an employee who adopts a child or has a foster
33 child placed with them. The employee shall submit a written request to the Superintendent or
34 designee. The District shall be notified when adoption/foster proceedings have begun and the
35 leave shall begin at the natural break in the school year or on a mutually agreed upon date. At
36 the discretion of the District, adoption/foster leave may extend up to sixty (60) days beyond the
37 initial sixty (60) day leave. The exact date of the employee’s return will be determined in
38 consultation with the Superintendent and the employee’s immediate supervisor. In the event
39 adoptive/foster parents are both employees of the District, they shall together be entitled to a
40 total of sixty (60) days leave and leave shall be granted to only one (1) parent at a time.

41
42 **Section 9.6. Judicial Leave.**

43 In the event an employee is summoned to serve as a juror, or appear as a witness for the District in
44 court, or is named as a codefendant with the District, such employee shall be granted leave of absence
45 with pay. In the event that an employee is a party in a court action, such employee may request a leave
46 of absence without pay. Payments from the court to the employee who serves as a juror are no longer
47 considered “compensation”, but are viewed as “expense payments” and may be kept by the employee.

1 **Section 9.7. Leave of Absence.**

2 Upon recommendation of the immediate supervisor through administrative channels to the
3 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of
4 absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to
5 extended illness, one (1) additional year may be granted.
6

7 **Section 9.7.1. Employee Returning From Leave of Absence.**

8 The returning employee will be assigned to the position occupied before the leave of absence.
9 Employees hired to fill positions of employees on leave of absence will be hired for a specific
10 period of time during which they shall be subject to all provisions of this Agreement. It shall be
11 the responsibility of the employer to inform replacement employees of these provisions. If a
12 current classified employee was hired to fill the leave of absence position, that employee will
13 return to his/her previous position. If the position has been eliminated, the employee will be
14 assigned to an appropriate position according to “bumping” procedures as stated in Section
15 10.9.
16

17 **Section 9.7.2. Employee Rights While on Leave of Absence.**

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

23 **Section 9.8. Personal Leave.**

24 Personal leave of two (2) days each contract year shall be granted by the District to each classified
25 employee with pay. An employee may carry forward two (2) personal leave day per year to the
26 following year, for a maximum of four (4) days in any given year. Personal leave is not deducted from
27 sick leave. The District pays the cost of substitutes.
28

29 Notice to the Superintendent for personal leave shall be made at least two (2) days before taking such
30 leave. The request for personal leave shall be for either a full or half workday increment, based on the
31 employee’s regular workday hours. Personal leave shall not be available for the day before or the day
32 after any vacation period created by a recognized holiday. Unless approved by the Superintendent,
33 personal leave days may not be used during the first two (2) weeks and the last two (2) weeks of the
34 school year.
35

36
37
38 **ARTICLE X**

39
40 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

41
42 **Section 10.1. Hire Date and Seniority Date.**

43 The hire date of an employee within the bargaining unit shall be established as of the date on which the
44 employee began continuous employment. The seniority date of an employee shall be established as of
45 the date on which an employee begins continuous employment within any job classification defined in
46 Article I, Section 1.4.
47
48



1 **Section 10.2.**

2 Each new hire shall remain in a probationary status for a period of not more than one hundred eighty
3 (180) working days following the hire date. During this probationary period the District may discharge
4 such employee at its discretion.
5

6 **Section 10.3.**

7 Upon completion of the probationary period, the employee will be subject to all rights and duties
8 contained in this Agreement retroactive to the hire date
9

10 **Section 10.4.**

11 The seniority rights of an employee shall be lost for the following reasons.
12

- 13 A. Resignation;
 - 14 B. Discharge for justifiable cause; or
 - 15 C. Retirement
- 16

17 **Section 10.5.**

18 Seniority rights shall not be lost for the following reasons, without limitations:
19

- 20 A. Time lost by reason of industrial accident, industrial illness, or judicial leave;
 - 21 B. Time spent on other authorized leave; or
 - 22 C. Time spent in reduction in force status as hereinafter provided.
- 23

24 **Section 10.6.**

25 Seniority rights shall be effective within the general job classification. As used in this Agreement,
26 general job classifications are those set forth in Article I, Section 1.4.
27

28 **Section 10.7.**

29 The employee with the earliest hire date shall have preferential rights regarding vacations. The
30 employee with the earliest seniority date within the general job classification shall have preferential
31 rights regarding shift selection and overtime except that the District will not be required to schedule and
32 pay overtime for an employee if a less senior employee can take the assignment without time and one-
33 half or more, except as otherwise specified in the contract. The employee with the earliest hire date
34 shall have preferential rights regarding promotions and assignments to new or open jobs. The
35 employee with the earliest seniority date shall have preferential rights regarding layoffs within the
36 general job classification when ability and performance are substantially equal with junior employees.
37 If the District determines that seniority rights should not govern, the District shall set forth in writing
38 within fourteen (14) days to the employee or employees and the Chapter President its reasons why the
39 senior employee or employees have been bypassed.
40

41 **Section 10.7.1.**

42 Employees who change job classifications within the bargaining unit shall retain their hire date
43 and seniority in all previous classifications, notwithstanding that they have acquired a new
44 classification seniority date. Employees will not accrue seniority and their seniority will freeze
45 in their former classification.
46

47 **Section 10.8.**

48 The District shall publicize within the bargaining unit for five (5) working days the availability of open

1 positions as soon as possible after the District is apprised of the opening. A copy of the job posting will
2 be forwarded to the president of the Association and to the Association representative of the
3 classification concerned. The application shall be in writing and it shall be submitted to the District
4 Office. The District shall publicize all summer job openings and consideration shall be given to current
5 qualified employees.
6

7 **Section 10.9. Seniority Bumping Rights.**

8 Whenever a classified employee's position is terminated or an employee is laid off, that employee shall
9 have the right to "bump" an employee with less seniority within the employee's current classification
10 when ability and performance are substantially equal to those of the junior employee even if that
11 employee has more hours. The bumping process shall occur within ten (10) working days from the
12 notice of termination or being laid off.
13

14 **Section 10.9.1.**

15 In the event of a reduction in force, employees so affected are to be placed on a reemployment
16 list maintained by the District according to reduction in force ranking. Such employees are to
17 have priority in filling an opening in the classification held immediately prior to reduction in
18 force, subject to the provisions of Section 10.7 and 10.8. Names shall remain on the
19 reemployment list for one (1) year.
20

21 **Section 10.9.2.**

22 Time on reduction in force and time on authorized leave of absence will be counted as
23 continuous service for the purpose of retaining eligibility dates.
24

25 **Section 10.10.**

26 Employees on reduction in force status shall file their addresses in writing with the Personnel Office of
27 the District and shall thereafter promptly advise the District in writing of any change of address.
28

29 **Section 10.11.**

30 Employees working summer school shall be paid their regular rate of pay. Employees working during
31 the summer shall also be paid their regular rate of pay. The District will provide, at the employee's
32 request, information pertaining to non-bargaining unit, seasonal, temporary summer employment.
33 Information will be supplied in ample time for application.
34

35 **Section 10.12.**

36 During regular school hours and the regular school year, classified employees shall not suffer a
37 reduction in hours or the work force to accommodate Americorp employees or such programs as "Work
38 First" or "Career Path".
39

40 **Section 10.13. Seniority Tie.**

41 When the District notifies the local union president that it has hired two (2) employees within the same
42 classification with the same hire date, a drawing to break the "Seniority Tie" will be held. The drawing
43 will be witnessed by a school district representative, the local union president and the employees
44 involved. This drawing will set the seniority ranking for the duration of the employees' employment
45 with the school district.
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ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.

The District has the right to discipline or discharge an employee for justifiable cause. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

Section 11.2. Notification to Non-Annual Employees.

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

Section 11.2.1.

Should the District decide to discharge or reduce in force any non-annual employee for the ensuing school year, the employee shall be so notified in writing prior to the expiration of the school year.

Section 11.3.

Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks' notice of intention to discharge or layoff.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. Insurance.

All employees shall receive the state funded allocation per month for health insurance prorated on an FTE of one thousand four hundred forty hours (1,440). No employee shall exceed one (1.0) FTE. If an employee chooses not to draw their FTE portion of insurance, it shall be distributed to other employees on a pro rata basis. The District shall pay one hundred (100%) percent of the Health Care Authority (HCA) K-12 Retiree Subsidy (carve-out).

Section 12.1.1.

Insurance status for employees shall be determined annually by September 25. If this status changes during the insurance year, the employee(s) will pay for the increase in premium cost until the annual enrollment period, which is by September 10. The maximum new employee contribution for anyone hired after September 10 will be the amount specified in paragraph one of Article XII, Section 12.1 until the following September.

Section 12.2.

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

1 **Section 12.3.**

2 In determining whether an employee subject to this Agreement is eligible for participation in the
3 Washington State Public Employees' Retirement System (PERS), or the Washington State School
4 Employee's Retirement System (SERS), the District shall report all hours worked, whether straight
5 time, overtime or otherwise.
6
7
8

9 **ARTICLE XIII**
10 **VOCATIONAL TRAINING**
11

12 **Section 13.1.**

13 In the mutual interests of the District and Association, the District will budget and use funds for
14 training, education, and/or vocational improvement of classified staff.
15
16

17 **Section 13.2. Orientation.**

18 It is agreed that the District shall provide a two (2) hour orientation/in-service with pay, at the
19 beginning of each school year, before school starts, for the purpose of training and orientation for
20 paraprofessionals assigned to classrooms or special education students.
21
22
23

24 **ARTICLE XIV**
25 **ASSOCIATION MEMBERSHIP AND CHECKOFF**
26

27 **Section 14.1.**

28 Each employee subject to this Agreement, who, on the effective date of this Agreement is a member of
29 the Association in good standing, shall maintain membership in the Association in good standing
30 during the period of this Agreement.
31
32

33 **Section 14.2. Association Membership.**

34 All employees subject to this Agreement who are not members of the Association on the effective date
35 of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to
36 the effective date of this Agreement, shall become members in good standing of the Association within
37 thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date
38 whichever is applicable. Employees shall maintain membership in the Association in good standing
39 during the period of this Agreement.
40

41 The Association, which is the legally recognized exclusive bargaining representative of the classified
42 employees as described in this Agreement, shall have the right to have deducted from the salary of the
43 employees, upon receipt of a signed dues authorization card, an amount equal to the fees and dues
44 required for membership in the Association. The dues authorization card must be signed and delivered
45 to the District office within thirty (30) days of the employee's date of hire.
46

47 **Section 14.3.**

48 The parties recognize that an employee shall have the option of declining to participate as a member in

1 the Association. However, those employees who are not members, but are part of the bargaining unit,
2 will be required to pay a representation fee to the Association. The representation fee shall be regarded
3 as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent
4 all members of the bargaining unit. The amount of the fee shall be equivalent to the current agency fee,
5 as determined by the Association not later than December 1 of the instructional year.

6
7 **Section 14.4. Religious Non-Association.**

8 Nothing contained in this Agreement shall require Association membership of employees who object to
9 such membership based on bona fide religious tenets or teachings of a church or religious body of
10 which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a
11 non-religious charity or other organization mutually agreed upon by the employee and the Association,
12 by payroll deduction

13
14 An employee seeking to exercise the right to religious non-association will notify the local PSE Chapter
15 President in writing of the desire to do so, with a copy of the notification provided to the employer's
16 payroll office. The notification will state the basis for the employee's assertion of the right of religious
17 non-association, and a nonreligious charity, selected from the PSE state master list of nonreligious
18 charities, to which the employee desires contributions to be made. At the time notification is given, the
19 objecting employee will execute a payroll deduction authorization in favor of the selected charity. If
20 there is a dispute regarding the employee's eligibility for religious non-association, or the charity to
21 which contributions will be paid, the employer shall commence withholding PSE dues which the
22 employee would otherwise be obligated to pay and these dues shall be held, by the employer until the
23 dispute is resolved. Upon resolution, the amounts will be paid over to the appropriate entity.

24
25 If the employee and the Association cannot agree, the dispute shall be resolved by the Public
26 Employees Relation Commission (PERC) pursuant to RCW 41.56.122.

27
28 **Section 14.5. Political Action Committee.**

29 The District shall upon receipt of a written authorization form that conforms to legal requirements,
30 deduct from the pay of such bargaining unit employees the amount of contribution the employee
31 voluntarily chooses for deduction for political purposes and shall transmit the same to PSE on a check
32 separate from the PSE dues transmittal check. Section 14.7 of the Collective Bargaining Agreement
33 shall apply to these deductions. The employee may revoke the request at any time. At least annually,
34 the employee shall be notified by the Association about the right to revoke the request. At the start of
35 each school year, the District shall provide the President of the Association with the employee's names.

36
37 **Section 14.6. Deductions and Transmittal of Dues.**

38 The District shall deduct PSE dues, service charges or voluntary political contributions from the pay of
39 all employees after authorization of such deductions in writing pursuant to RCW 41.56.110. The
40 District shall transmit all such funds deducted to the Treasurer of the Public School Employees of
41 Washington on a monthly basis.

42
43 **Section 14.7. District Held Harmless.**

44 The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article,
45 and the Association shall indemnify and hold the District harmless for any and all claims, grievances
46 arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action
47 taken by the District for the purpose of complying with any of the provisions of this Article of the
48 Agreement.

ARTICLE XV
GRIEVANCE PROCEDURE

Section 15.1. Purpose.

The purpose of this procedure is to provide an orderly method of resolving grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement and to ensure that such grievances or complaints shall be resolved in strict compliance with this Article. A determined effort shall be made to settle such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.

Section 15.1.1. Definitions.

- A. Grievant: A grievant is an employee, or in the case of the Union's contractual rights, the union.
- B. Grievance: A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.
- C. Days: Days in this procedure are normal District office workdays.

Section 15.1.2. Timelines.

Grievances shall be processed in the following manner and within the stated time limits. Time limits shall be calculated commencing on the day after the event or occurrence triggering the running time limit. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the employer at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure on the part of the grievant (employee or union) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

Section 15.2. Process.

Section 15.2.1. Step 1. Informal Level - Submission of Grievance to Supervisor.

Within thirty (30) days following the occurrence of the event giving rise to the grievance, or thirty (30) days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance informally with their immediate supervisor. The immediate supervisor shall respond informally within ten (10) days of the employee's presentation. The informal presentation and response at this level may be oral or written.

In presenting the grievance, the employee may be accompanied by a representative of the union at all steps of the grievance.

Section 15.2.2. Step 2. Formal Level - Written Submission of Grievance to Supervisor.

If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the immediate supervisor within ten (10) days after receipt of the supervisor's response at Step 1, or within ten (10) days after the deadline for the supervisor's response,

1 whichever is earlier. The written grievance shall contain the following:

- 2
3 A. A statement of the alleged grievance including the facts upon which the grievance is based;
4 B. Reference to the specific term(s) of the agreement which have been allegedly violated; and
5 C. Remedy sought.

6
7 The immediate supervisor shall inform the employee and the union in writing of the disposition
8 of the grievance within ten (10) days of the presentation of the grievance. If an agreeable
9 disposition has been made, the aggrieved party shall terminate the grievance in writing within
10 ten (10) days.

11
12 **Section 15.2.3. Step 3. Superintendent Level.**

13 A. Individual Grievance:

14 If the grievance is not settled at Step 2 and the Union believes the grievance to be valid, a
15 written statement of the grievance shall be submitted within ten (10) days to the District
16 Superintendent. After submission of the grievance, the parties will have ten (10) days to
17 meet to resolve the grievance. A written statement of the disposition shall be given to the
18 aggrieved and the Union within ten (10) days of the meeting. If an agreeable disposition has
19 been made, the aggrieved party shall terminate the grievance in writing within ten (10) days.

20 B. Union Grievance:

21 A grievance which the Union may have against the employer, limited as aforesaid to matters
22 dealing with the interpretation or application of terms of this Agreement relating to union
23 rights, shall be commenced by filing in writing (in format of Step 2 above) with the
24 Superintendent. Such filing shall be within thirty (30) days after the event is known or
25 reasonably should have been known. The Superintendent will schedule a meeting to discuss
26 the grievance within ten (10) days and issue a written decision within ten (10) days of the
27 date of the grievance meeting.

28
29 **Section 15.2.4. Step 4. School Board.**

30 If no settlement is reached in Step 3 and the Union believes the grievance to be valid, a written
31 statement of grievance shall be submitted within ten (10) days to the School Board, after receipt
32 of the Superintendent's written response in Step 3. The grievance shall be heard by the School
33 Board during an exempt, private portion of its next regular meeting, or at a special meeting to
34 be held no more than thirty (30) days from submission of the written grievance to the Board.
35 The grievant(s) shall be expected to appear before the Board, and to provide a presentation to
36 the Board in an exempt, private portion of the meeting. A disposition must be entered at the
37 School Board level within ten (10) days after the conclusion of the meeting

38
39 **Section 15.2.5. Step 5. Arbitration.**

40 If no settlement is reached in Step 4, the Union has the right to file a demand for arbitration as
41 outlined below:

- 42
43 A. Written notice of a request for arbitration shall be made to the Superintendent within ten
44 (10) days of receipt of the disposition letter at Step 4.
45 B. Arbitration shall be limited to issue(s) involving the interpretation or application of specific
46 terms of this Agreement.
47 C. When a timely request has been made for arbitration, the parties shall jointly request and
48 choose an arbiter from the Public Employees Relation Commission (PERC) Mediation

1 Services.

2 D. Arbitration proceedings shall be in accordance with the following:

- 3
- 4 1. The arbiter, once appointed, will inform the parties as to the procedures which will be
 - 5 followed.
 - 6 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be
 - 7 empowered to request, through subpoena if necessary, such data and testimony as the arbiter
 - 8 deems pertinent to the grievance and shall render a decision in writing to both parties within
 - 9 thirty (30) days, unless mutually extended, of the closing of the record.
 - 10 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s)
 - 11 presented for arbitration which decision will be final and binding on both parties.
 - 12 4. The arbiter shall rule only on the basis of information presented at the hearing and shall
 - 13 refuse to receive any information after the hearing except by mutual agreement.
 - 14 5. Each party to the proceedings may call such witnesses as may be necessary in the order in
 - 15 which their testimony is to be heard. Such testimony shall be limited to the matters set forth
 - 16 in the original written statement of the grievance. The arguments of the parties may be
 - 17 supported by oral comment and rebuttal. Either or both parties may submit written briefs
 - 18 within a time period mutually agreed upon. Such arguments of the parties, whether oral or
 - 19 written, shall be confined to and directed at the matters set forth in the grievance.
 - 20 6. Each party shall pay any compensation and expenses relating to its own witnesses or
 - 21 representatives except that the fees and charges of the arbiter, if any, shall be shared equally
 - 22 by both parties.
 - 23 7. The total cost of the stenographic record, if requested, will be paid by the party requesting it.
 - 24 If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic
 - 25 cost.
 - 26

27 **Section 15.3. Binding Effects of Award.**

28 All decisions arrived at under the provisions of this Article by the representatives of the Employer and
29 the Union at Steps 1, 2, 3, and 4, or by the arbiter, shall be final and binding upon both parties;
30 provided, however, that in arriving at such decision neither of the parties or the arbiter shall have the
31 authority to alter the Agreement in whole or part. The arbiter shall be without authority to require the
32 District to maintain specific employee positions in the future.

33

34 **Section 15.3.1. Limits of the Arbiter.**

35 The arbiter cannot order the Employer to take action contrary to the law.

36

37 **Section 15.3.2. No Duty to Maintain Status Quo.**

38 The Employer has no duty to maintain the status quo or to restore the status quo pending an
39 arbitration. But if return to status quo is ordered by the arbiter, the return shall be affected as
40 per the arbiter's award.

41

42 **Section 15.3.3. Freedom from Reprisal.**

43 There will be no reprisals against the grievant or others as a result of his/her participation in this
44 process.

45

46 **Section 15.4. Continuity of Grievance.**

47 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may
48 proceed through the grievance procedure until resolution so long as the grievance was initiated prior to

1 the expiration of this Agreement.

2
3 **Section 15.5. Grievance Release Time.**

4 In the event the grievance or arbitration discussions occur during regular employment time, the District
5 shall provide release time without loss of compensation limited to the grievant, required witnesses, and
6 one (1) Union Chapter Representative unless otherwise approved by the District. It is recognized that
7 meetings and/or discussions to prepare for grievance and/or arbitration hearings are to take place
8 outside the employee's work days and are not to be compensated by the District.

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11
12 **ARTICLE XVI**

13
14 **SALARIES AND EMPLOYEE COMPENSATION**

15
16 **Section 16.1.**

17 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
18 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours
19 worked, and rates paid with each paycheck.

20
21 **Section 16.2.**

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

24
25 For the 2015-2016 school year, all steps on Schedule A shall be increased by two (2%) percent or by
26 the state COLA, whichever is greater.

27
28 For the 2016-2017 school year, all steps on Schedule A shall be increased by one and one quarter
29 (1.25%) percent or by the state COLA, whichever is greater.

30
31 **Section 16.2.1. Longevity Steps**

32 Longevity steps shall be applied to the employee's current rate of pay and shall be:

33 3-5 years of service – an additional thirty (\$0.30) cents per hour.

34 6-8 years of service – an additional thirty (\$0.30) cents per hour.

35 9-11 years of service – an additional thirty (\$0.30) cents per hour.

36 12-14 years of service – an additional thirty (\$0.30) cents per hour.

37 15-19 years of service – an additional thirty (\$0.30) cents per hour.

38 20-24 years of service – an additional thirty (\$0.30) cents per hour.

39 25+ years of service – an additional thirty (\$0.30) cents per hour.

40
41 First, any increase to all steps of Schedule A would be applied, before adding longevity steps.
42 (Example: If an employee is making ten dollars (\$10.00) per hour at the second (2nd) year step,
43 then years three through five (3-5), would be ten dollars and thirty cents (\$10.30), years six
44 through eight (6-8) would be ten dollars and sixty cents (\$10.60), etc.)

45
46 **Section 16.2.2.**

47 Retroactive pay, where applicable, shall be paid on the first regular payday following execution
48 of this Agreement if possible and in any case not later than the third regular payday

1 placement on Schedule A. The general criteria used for determining the prior experience shall be used
2 for all new hires. This waiver shall apply only to the longevity calculation used for determining
3 placement on Schedule A.
4
5
6

7 **ARTICLE XVIII**

8 **TERMS AND SEPARABILITY OF PROVISIONS**

9 **Section 18.1.**

10 The term of this Agreement shall be from September 1, 2015 through August 31, 2017.

11 **Section 18.2.**

12 The District shall provide each new employee with a copy of this Agreement.
13

14 **Section 18.3.**

15 This Agreement may be reopened and modified at any time during its term by mutual consent of the
16 parties in writing. The benefits herein shall be opened for negotiations annually; except that this
17 Agreement shall be reopened as necessary to consider the impact of any legislation enacted following
18 execution of this Agreement which may arguably affect the terms and conditions herein or create
19 authority to alter personnel practices in public employment.
20
21
22

23 **Section 18.4.**

24 If any provision of this Agreement or the application of any such provision is held invalid, the
25 remainder of this Agreement shall not be affected thereby.
26
27

28 **Section 18.5.**

29 Neither party shall be compelled to comply to any provisions of this Agreement which conflicts with
30 state or federal statutes or regulations promulgated pursuant thereto.
31

32 **Section 18.6.**

33 In the event either of the two (2) previous sections is determined to apply to any provision of this
34 Agreement, such provision shall be negotiated pursuant to Section 18.4.
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SIGNATURE PAGE

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

ENTIAT CHAPTER

ENTIAT SCHOOL DISTRICT #127

**BY: _____
Sherrie Claibourn, Chapter President**

**BY: _____
Dr. Ismael Vivanco, Superintendent**

DATE: _____

DATE: _____



**SCHEDULE A - PART I
 ENTIAT SCHOOL DISTRICT #127
 SEPTEMBER 1, 2015 - AUGUST 31, 2016**

BASE RATES

<u>TRANSPORTATION</u>	<u>1st Year</u>	<u>2nd Year</u>
Mechanic	\$18.94	\$19.88
Driver	16.36	17.27
<u>MAINTENANCE</u>		
Lead Person* (needs to supervise at least one person)	\$19.92	\$20.85
Maintenance & Grounds Worker	18.94	19.88
Grounds Worker	14.89	15.81
Grounds Person	11.75	12.66
<u>FOOD SERVICE</u>		
Head Cook	\$16.87	\$17.26
Assistant Cook	12.48	13.45
Server/Helper	12.07	13.01
<u>CUSTODIAL</u>		
Head Custodian	\$16.87	\$17.26
Custodian	15.92	16.84
Custodian Assistant	11.75	12.66
<u>SECRETARIAL / CLERICAL</u>		
Secretary (Other)	\$14.21	\$15.25
Secretary (Elementary)	15.25	16.30
Secretary (Secondary)	15.36	16.41
<u>PARAEDUCATOR</u>		
*High Needs Para	\$12.48	\$13.68
*Translator	13.48	14.68
Library Tech	12.98	14.18
	13.12	15.20
<u>SCHOOL NURSE</u>	\$23.97	\$23.97
<u>BRAILLIST/SIGN LANGUAGE INTERPRETER</u>	\$21.82	\$21.82

High Need Para Educator: A Paraeducator whose regular duties include serving student who fall into one or both of the following two categories:

1. Students who require handling of bodily fluids, which may include diapering, assisting with personal hygiene, stoma cleaning, etc. and other similar duties as agreed to by the administration.
2. Students who require physical restraint due to violent behaviors as outlined in a student IEP.

*High Needs Para Educators will receive an additional \$1.00 per hour for the actual hours that they are serving high needs students and performing the duties outlined above.

High Risk One-on One – High Risk to be determined by the District. \$5.00 per hour – extra per hour

*Translator: A Para Educator doing intermittent translation working directly with families is to be eligible for \$0.50 per hour. This increase would be on a pro rata basis as determined by the translation needs of the district when the translator would be working directly with families.

<u>Longevity Steps</u>	Years of Service	Additional Salary
	3-5	an additional \$0.30 per hour
	6-8	an additional \$0.30 per hour
	9-11	an additional \$0.30 per hour
	12-14	an additional \$0.30 per hour
	15-24	an additional \$0.30 per hour
	25+	an additional \$0.30 per hour

All State % raises will be added to the base wage. Longevity steps will be added last.



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SCHEDULE A - PART II
ENTIAT SCHOOL DISTRICT #127

Extra Trip Schedule

Standby Time: Athletic trips - \$10.50 per hour for all hours worked on standby

<u>Destination</u>	<u>Total Miles</u>	<u>Driving Time</u>
<u>Regular Season Events</u>		
Brewster	105	2.6
Bridgeport	133	3.3
Cashmere	64	1.6
Chelan	50	1.3
Eastmont	55	1.4
Easton	183	4.6
Ellensburg	183	4.6
Ephrata	149	3.7
Kittitas	183	4.6
Lake Roosevelt	213	5.5
Leavenworth	82	2.1
Liberty Bell	179	4.5
Manson	70	1.8
Mansfield	150	3.8
Moses Lake Christian	173	4.3
Odessa	235	6.0
Okanogan	140	3.5
Omak	145	3.6
Oroville	252	6.3
Pateros	90	2.3
Peshastin Dryden	73	1.8
Quincy	108	2.7
Soap Lake	162	4.1
Thorp	197	4.9
Warden	222	5.6
Waterville	86	2.2
Wenatchee	50	1.3
White Swan	300	7.0
Wilson Creek	197	4.9
Yakima (East Valley)	260	6.6
Yakima (Riverside Christian)	246	6.3

DRIVERS WILL BE RESPONSIBLE FOR KEEPING ACCURATE RECORD OF TIME WHEN DRIVING TO CITIES NOT LISTED ABOVE.

All special events except those listed above shall be agreed upon by the Driver and the Superintendent.

LETTER OF AGREEMENT

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THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, ENTIAT CHAPTER AND THE ENTIAT SCHOOL DISTRICT #127. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

Due to historical circumstances, the Maintenance/Custodial/Grounds Supervisor is not part of the bargaining unit for the life of this Collective Bargaining Agreement for 2015-2017.

Both parties further agree that the Maintenance/Custodial/Grounds Supervisor shall remain exempt as long as the current employee remains in that position.

Both parties further agree that when the current employee leaves the position, the District and the Union shall negotiate the return of the position back into the bargaining unit and the change of title of the position to Maintenance/Custodial/Grounds Lead.

This Letter of Agreement shall become effective September 1, 2015, shall remain in effect until August 31, 2017 and shall be attached to the current Collective bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

ENTIAT CHAPTER

ENTIAT SCHOOL DISTRICT #127

BY: _____
Sherrie Claibourn, Chapter President

BY: _____
Dr. Ismael Vivanco, Superintendent

DATE: _____

DATE: _____



LETTER OF AGREEMENT

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THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948,, ENTIAT CHAPTER AND THE ENTIAT SCHOOL DISTRICT #127. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

Per Schedule A, Paraeducators serving high needs students will receive an additional one (\$1.00) dollar per hour for the actual hours that they are serving high needs students and performing the duties as outlined on Schedule A.

Per Schedule A, Paraeducators serving high risk one-on-one students, as determined by the District, shall receive an additional five (\$5.00) dollars per hour.

Further, both parties agree that should the high needs student or high risk one-on-one student duties discontinue, the Paraeducator receiving the additional one (\$1.00) dollar or five (\$5.00) dollars per hour, shall continue to receive the additional one (\$1.00) dollar or five (\$5.00) dollars per hour compensation for two (2) additional pay periods to provide time to transition to the Paraeducator’s regular rate of pay without the differential.

The District, with input from the para-educators shall refine the definition/criteria for both the high needs students and the high risk one-on-one student categories. This shall be completed by December 1, 2015 and provided to the Union. Pay for employees that qualify shall be retroactive.

This Letter of Agreement shall become effective September 1, 2015, shall remain in effect until August 31, 2017, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

ENTIAT CHAPTER

ENTIAT SCHOOL DISTRICT #127

BY: _____
Sherrie Claibourn, Chapter President

BY: _____
Dr. Ismael Vivanco, Superintendent

DATE: _____

DATE: _____



LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU 1948, ENTIAT CHAPTER AND THE ENTIAT SCHOOL DISTRICT #127. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

In an effort to make progress in Health Care Reform as defined in 2012 Washington ESSB 5940, the District and the Association agree to implement language that ensures that each employee who elects medical coverage pays a minimum premium charge. The following language will be implemented for the 2015-2016 school year:

- Employees who elect medical benefit coverage must pay a minimum out of pocket premium amount of one (\$1.00) dollar per month.
- The out of pocket amount will be placed into the insurance pool to offset out of pocket costs for other employees with coverages with higher premium costs.

This Letter of Agreement shall become effective September 1, 2015, shall remain in effect until August 31, 2017, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

ENTIAT CHAPTER

ENTIAT SCHOOL DISTRICT #127

BY: _____
Sherrie Claibourn, Chapter President

BY: _____
Dr. Ismael Vivanco, Superintendent

DATE: _____

DATE: _____



My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the contents.

Employee's Signature

Date

EMPLOYEE COMMENTS:
