

COLLECTIVE BARGAINING AGREEMENT BETWEEN

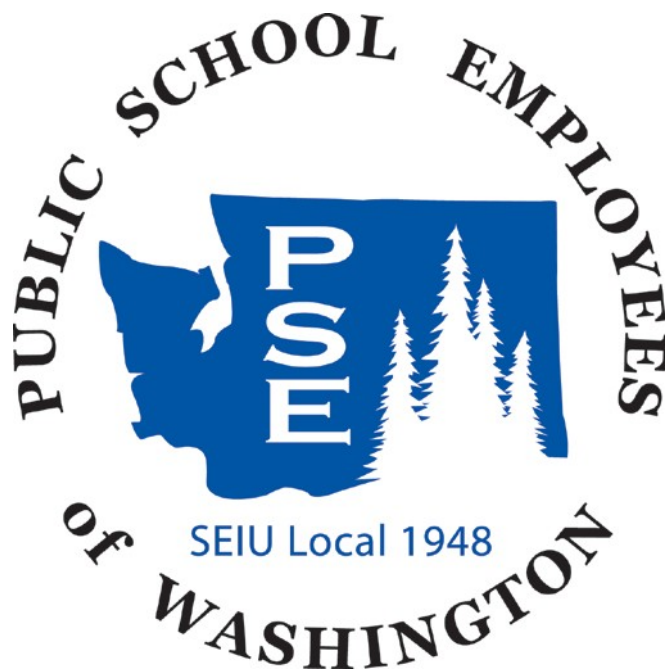
ENTIAT SCHOOL DISTRICT #127

AND

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON

ENTIAT CHAPTER

SEPTEMBER 1, 2012 - AUGUST 31, 2015



**Public School Employees of Washington / SEIU Local 1948**

P. O. Box 798

Auburn, Washington 98071-0798

1-866-820-5652

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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**

**RECOGNITION AND COVERAGE OF AGREEMENT**

**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

1 duties of which may be performed efficiently by an individual without danger to the health or safety of  
2 the 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  
28 with 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 and 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 "Special Needs" Para's shall be trained to take care of extra ordinary needs that apply to students  
46 within the school district. Secretaries will dispense prescription or over the counter oral medications  
47 and attend to the general needs of students i.e. band-aides, cold packs, small injuries, etc.

1 Employees who deem themselves unfit to perform medical procedures or administer medication, may  
2 request a review of the assignment with their supervisor and the Superintendent within three (3) days of  
3 being assigned the job.

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

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

## 11 12 13 14 **ARTICLE IV**

### 15 16 **RIGHTS OF THE ASSOCIATION**

#### 17 18 **Section 4.1.**

19 The Association has the right and responsibility to represent the interests of all employees in the unit  
20 during school board meetings regarding the formulation, development and implementation of industrial  
21 relations matters, practices, and policies which are within the authority of the District; to present its  
22 views to the District on matters of concern; to enter collective negotiations with the object of reaching  
23 an agreement applicable to all employees within the bargaining unit.

#### 24 25 **Section 4.2.**

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

#### 28 29 **Section 4.3.**

30 Employees may be provided time off without loss of pay to attend regional or state meetings when the  
31 purpose of those meetings is in the best interests of the District as determined by the District  
32 administration.

#### 33 34 **Section 4.4.**

35 By request of the Public School Employees of Entiat on or before the first day of October, the District  
36 will provide job title, name, address, and employment date of each classified employee.

#### 37 38 **Section 4.5.**

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

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**ARTICLE V**

**APPROPRIATE MATTERS FOR NEGOTIATION**

**Section 5.1.**

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

**ARTICLE VI**

**ASSOCIATION REPRESENTATION**

**Section 6.1.**

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

**ARTICLE VII**

**HOURS OF WORK AND OVERTIME**

**Section 7.1.**

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

**Section 7.2.**

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

**Section 7.3.**

A regular work shift will consist of eight and one-half (8.5) hours including a mutually agreed upon uninterrupted thirty (30) minute unpaid lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both

46 of which rest periods shall occur as near the middle of each half shift as is practicable. Twelve (12)  
47 month employees, with approval of the Superintendent, may be allowed to arrange their shifts to reflect  
48 non-regular shifts during the summer break.

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1 **Section 7.4.**

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

6  
7 **Section 7.4.1.**

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

11  
12 **Section 7.5.**

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

17  
18 **Section 7.6.**

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

22  
23 **Section 7.6.1.**

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

27  
28 Furthermore, both parties agree that the following options shall be made available to affected  
29 employees not required to work during suspended operations/road restrictions:

- 30  
31 1. Annual Leave (vacation), personal leave, emergency leave;  
32 2. Leave without pay; or  
33 3. Reasonable opportunity to make up work time lost as a result of suspended  
34 operation/road restrictions.

35  
36 **Section 7.7. Higher and Lower Paid Positions.**

37 Employees requested to work in a position with a higher rate of pay shall receive compensation equal  
38 to that normally received by an employee in the higher paid position, at the incremental step level of  
39 the employee requested to work in the position. Any employee requested by their supervisor to work in  
40 a lower paying position will receive their regular rate of pay.

41  
42 **Section 7.8.**

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



1 **Section 7.9.**

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

7  
8 2012-2013 – 260 workdays

9 2013-2014 – 260 workdays

10 2014-2015 – 261 workdays

11 2015-2016 – 262 workdays

12  
13 **Section 7.10.**

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

25  
26 **Section 7.10.1.**

27 Trips other than regular daily runs shall be assigned to regular drivers, by seniority, from a  
28 rotating roster of all regular drivers. Regular drivers will maintain their regular to and from bus  
29 assignments unless they are making an extracurricular trip. Substitutes will fill regular trips for  
30 regular bus drivers on extra trips or for regular drivers unable to drive their regular trips.

31  
32 **Section 7.11.**

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

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## ARTICLE VIII

### HOLIDAYS AND VACATIONS

**Section 8.1. Holidays.**

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

- |                           |   |
|---------------------------|---|
| 1. New Year's Day         | 8. Thanksgiving Day   |
| 2. Martin Luther King Day | 9. Day after Thanksgiving Day   |
| 3. Presidents' Day        | 10. Day before or day after Christmas<br>(as mutually agreed between the<br>District and Association) |
| 4. Memorial Day           |   |
| 5. Independence Day       |   |
| 6. Labor Day              | 11. Christmas Day   |
| 7. Armistice Day          |   |

**Section 8.1.1. Unworked Holidays.**

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

**Section 8.1.2. Holidays During Vacation.**

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

**Section 8.1.3. Holiday Worked.**

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

**Section 8.2. Vacation Credit.**

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

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

**Section 8.2.1.**

Any vacation credit currently due, but unused by September 1st may be carried into the following year with the approval of the immediate supervisor and administration. No vacation may be carried over for more than one (1) year beyond the date on which it became due;

1 provided, however, no employee shall be denied accrued vacation benefits due to District  
2 employment needs. All vacation time for employees must be taken during summer vacation  
3 period when school is not in session, except employees will be allowed to take one (1) week  
4 during the school year if no more than one (1) employee is gone at the same time. Vacations  
5 shall be scheduled at the written request of the employee and with approval of the  
6 Superintendent. Vacations must be scheduled in a manner so as not to disrupt the normal  
7 activities of the District.

8  
9 **Section 8.2.2.**

10 Any employee who is discharged or who terminates employment shall receive payment for  
11 unused accrued vacation credit with their final paycheck  
12  
13

14  
15 **ARTICLE IX**

16  
17 **LEAVES**

18  
19 **Section 9.1. Sick Leave.**

20 Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided,  
21 however that no employee that works a full school year, shall accumulate less than ten (10) days of sick  
22 leave per school year. An employee working eleven (11) days in any calendar month will be given  
23 credit for the full calendar month. School term employees hired during the school year shall also  
24 receive one (1) day sick leave for June, even if there are less than eleven (11) work days in that month.  
25 Leave shall be vested when earned and may be accumulated to the legal limit.  
26

27 **Section 9.1.1.**

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

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

40 At the time of separation from the District an eligible employee, or the employee's estate shall  
41 receive remuneration at a rate equal to one (1) days current monetary compensation of the  
42 eligible employee for each four (4) full days of accrued sick leave up to a maximum of one  
43 hundred and eighty (180) days. The payment will coincide with the last payment for  
44 employment to the eligible employee or estate. A day is defined as the employee's hours  
45 worked on a regular assignment.  
46

47 For the purpose of sick leave conversion, an eligible employee shall be defined as:  
48

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

6  
7 **Section 9.1.3. Sick Leave Buy-out (Annual).**

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

13  
14 **Section 9.1.4. Sick Leave Sharing.**

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

16  
17 Employees may donate annual sick leave to a fellow employee who is suffering from or has a  
18 relative or household member suffering from an extraordinary or severe illness, injury,  
19 impairment, or physical or mental condition; a fellow employee who is a victim of domestic  
20 violence, sexual assault, or stalking; or a fellow employee who has been called to service in the  
21 uniformed services, which has caused or is likely to cause the employee to take leave without  
22 pay or terminate his or her employment.

23  
24 **Section 9.1.4.1. Status of Leave Employee.**

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

29  
30 **Section 9.1.5. On-the-Job Injury and Leave.**

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

- 35  
36 A. Choose unpaid leave thus receiving only his/her entitled temporary total disability  
37 (TTD) benefit payment from the District's industrial insurance; or
- 38 B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in  
39 addition to their entitled TTD benefits; or
- 40 C. Elect to use a proportionate share of accumulated leave to make up the difference  
41 between the workers' compensation payments and the employee's regular pay at the  
42 time of injury.

43  
44 **Section 9.2. Family Medical Leave Act.**

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

1 **Section 9.2.1. Eligibility.**

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

5  
6 **Section 9.2.2. Leave Reasons.**

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

- 9
- 10 1. For incapacity due to pregnancy, pre-natal medical care, or childbirth;
  - 11 2. To care for the employee's child after birth, or placement for adoption or foster care;
  - 12 3. To care for the employee's spouse, son/daughter, or parent, who has a serious health  
13 condition;
  - 14 4. For a serious health condition that makes the employee unable to perform the  
15 employee's job.
- 16

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

24

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

32

33 **Section 9.2.3. Conditions.**

- 34
- 35 1. Employees are eligible to receive a total of twelve (12) weeks of leave per year for  
36 family and/or medical leave. The District shall grant, at the employee's request, the use  
37 of accrued sick leave, personal days or vacation time prior to placing the employee on  
38 unpaid leave.
  - 39 2. The District reserves the right to require the employee to take leave in a block when  
40 being used for birth, adoption, or placement of a foster child. The entitlement to this  
41 leave ends twelve (12) months following the birth, adoption, or placement.
  - 42 3. Medical leave may be taken intermittently based upon the health care provider's  
43 recommendation and/or the ability of the employee to perform the duties of the job.
  - 44 4. The District may request that the employee on intermittent leave assume an alternate  
45 position if the employee is qualified, the position has equal pay and benefits, and the  
46 alternate position better accommodates the leave.
  - 47 5. Employees who have been granted leave under this policy are guaranteed a return to

their former position or a position with equivalent benefits, pay, and terms of



1 employment. Reinstatement may be denied in the event of a reduction in force. The  
2 employee on leave will be subject to the terms of the contractual agreement between the  
3 Association and the District.

- 4 6. Vacation, sick, and personal leave will not accrue during the duration of the leave.  
5

6 **Section 9.2.4. Employee Responsibilities.**

- 7  
8 1. In the event of the birth, adoption, or foster placement, thirty (30) days prior notice will  
9 be required when practical.  
10 2. For medical care, the employee will give thirty (30) days prior notice, unless medical  
11 conditions preclude this from happening. Further, if an employee is on a reduced  
12 schedule, he/she may be asked to make all reasonable efforts to arrange treatment so as  
13 to not disrupt the normal operation of the District.  
14

15 **Section 9.2.5. Exclusions/Limitations.**

- 16  
17 1. In the event that the District employs spouses, the total leave between both cannot  
18 exceed twelve (12) weeks in any twelve (12) month period.  
19

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

21 When an employee seeks medical leave to care for a family member or address his/her own  
22 health needs, the District may require a signed statement from a health care provider to verify  
23 the need for treatment, care or supervision for any absence which exceeds five (5) consecutive  
24 working days. The following certification may be required:  
25

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

35 **Section 9.2.7. Health Care Benefits.**

36 The District will maintain employee health care benefits at its expense during the duration of  
37 the leave. However, in the event that the employee does not return from leave for a reason  
38 other than continuation or reoccurrence of a serious health condition, the onset of a new serious  
39 health care condition, or circumstances beyond the control of the employee, the District may  
40 exercise its right to recover premium costs.  
41

42 **Section 9.3. Emergency Leave.**

43 Employees shall be entitled for up to two (2) days leave with pay per year, for absence caused by  
44 emergencies. Employees may take additional days by submitting a request in writing to the  
45 Superintendent. Emergencies shall be defined as sudden or unanticipated events where preplanning  
46 could not relieve the necessity of the employees absence. Emergency leave shall be deducted from sick  
47 leave.

1 **Section 9.4. Bereavement Leave.**

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

9  
10 **Section 9.5. Maternity Leave.**

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

17  
18 **Section 9.5.1. Paternity Leave.**

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

22  
23 **Section 9.5.2. Adoptive/Foster Leave.**

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

33  
34 **Section 9.6. Judicial Leave.**

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

40  
41 **Section 9.7. Leave of Absence.**

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





1 **Section 10.3.**

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

4  
5 **Section 10.4.**

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

- 7  
8 A. Resignation;  
9 B. Discharge for justifiable cause; or  
10 C. Retirement.

11  
12 **Section 10.5.**

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

- 14  
15 A. Time lost by reason of industrial accident, industrial illness, or judicial leave;  
16 B. Time spent on other authorized leave; or  
17 C. Time spent in reduction in force status as hereinafter provided.

18  
19 **Section 10.6.**

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

22  
23 **Section 10.7.**

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

35  
36 **Section 10.7.1.**

37 Employees who change job classifications within the bargaining unit shall retain their hire date  
38 and seniority in all previous classifications, notwithstanding that they have acquired a new  
39 classification seniority date. Employees will not accrue seniority and their seniority will freeze  
40 in their former classification.

41  
42 **Section 10.8.**

43 The District shall publicize within the bargaining unit for five (5) working days the availability of open  
44 positions as soon as possible after the District is apprised of the opening. A copy of the job posting  
45 will be forwarded to the president of the Association and to the Association representative of the

46 classification concerned. The application shall be in writing and it shall be submitted to the District  
47 Office. The District shall publicize all summer job openings and consideration shall be given to  
48 current qualified employees.

46  
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48

1 **Section 10.9. Seniority Bumping Rights.**

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

7  
8 **Section 10.9.1.**

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

14  
15 **Section 10.9.2.**

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

18  
19 **Section 10.10.**

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

22  
23 **Section 10.11.**

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

28  
29 **Section 10.12.**

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

33  
34 **Section 10.13. Seniority Tie.**

35 When the District notifies the local union president that it has hired two (2) employees within the same  
36 classification with the same hire date, a drawing to break the "Seniority Tie" will be held. The drawing  
37 will be witnessed by a school district representative, the local union president and the employees  
38 involved. This drawing will set the seniority ranking for the duration of the employees' employment  
39 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 1,440 hours. No employee shall exceed 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 two-thirds (2/3) towards the cost to the HCA on a pro rata basis per FTE. The employee is responsible for one third (1/3) towards the cost to the HCA on a pro rata basis.

**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



46 adjustments and deductions from the employee's salary.

47

48

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  
13 **Section 13.1.**

14 In the mutual interests of the District and Association, the District will budget and use funds for  
15 training, education, and/or vocational improvement of classified staff.  
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  
48

1 **Section 14.3.**

2 The parties recognize that an employee shall have the option of declining to participate as a member in  
3 the Association. However, those employees who are not members, but are part of the bargaining unit,  
4 will be required to pay a representation fee to the Association. The representation fee shall be regarded  
5 as fair compensation and reimbursement to the Association for fulfilling its legal obligation to  
6 represent all members of the bargaining unit. The amount of the fee shall be equivalent to the current  
7 agency fee, as determined by the Association not later than December 1 of the instructional year.  
8

9 **Section 14.4. Religious Non-Association.**

10 Nothing contained in this Agreement shall require Association membership of employees who object  
11 to such membership based on bona fide religious tenets or teachings of a church or religious body of  
12 which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a  
13 non-religious charity or other organization mutually agreed upon by the employee and the Association,  
14 by payroll deduction.  
15

16 An employee seeking to exercise the right to religious non-association will notify the local PSE  
17 Chapter President in writing of the desire to do so, with a copy of the notification provided to the  
18 employer's payroll office. The notification will state the basis for the employee's assertion of the right  
19 of religious non-association, and a nonreligious charity, selected from the PSE state master list of  
20 nonreligious charities, to which the employee desires contributions to be made. At the time  
21 notification is given, the objecting employee will execute a payroll deduction authorization in favor of  
22 the selected charity. If there is a dispute regarding the employee's eligibility for religious non-  
23 association, or the charity to which contributions will be paid, the employer shall commence  
24 withholding PSE dues which the employee would otherwise be obligated to pay and these dues shall be  
25 held, by the employer until the dispute is resolved. Upon resolution, the amounts will be paid over to  
26 the appropriate entity.  
27

28 If the employee and the Association cannot agree, the dispute shall be resolved by the Public  
29 Employees Relation Commission (PERC) pursuant to RCW 41.56.122.  
30

31 **Section 14.5. Political Action Committee.**

32 The District shall upon receipt of a written authorization form that conforms to legal requirements,  
33 deduct from the pay of such bargaining unit employees the amount of contribution the employee  
34 voluntarily chooses for deduction for political purposes and shall transmit the same to PSE on a check  
35 separate from the PSE dues transmittal check. Section 14.7 of the Collective Bargaining Agreement  
36 shall apply to these deductions. The employee may revoke the request at any time. At least annually,  
37 the employee shall be notified by the Association about the right to revoke the request. At the start of  
38 each school year, the District shall provide the President of the Association with the employee's names.  
39

40 **Section 14.6. Deductions and Transmittal of Dues.**

41 The District shall deduct PSE dues, service charges or voluntary political contributions from the pay of  
42 all employees after authorization of such deductions in writing pursuant to RCW 41.56.110. The  
43 District shall transmit all such funds deducted to the Treasurer of the Public School Employees of  
44 Washington on a monthly basis.  
45

46 **Section 14.7. District Held Harmless.**

47 The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article,  
48 and the Association shall indemnify and hold the District harmless for any and all claims, grievances,

46  
47  
48

1 arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action  
2 taken by the District for the purpose of complying with any of the provisions of this Article of the  
3 Agreement.  
4  
5  
6

## 7 A R T I C L E X V

### 8 G R I E V A N C E P R O C E D U R E

#### 9 **Section 15.1. Purpose.**

10  
11 The purpose of this procedure is to provide an orderly method of resolving grievances or complaints  
12 arising between the District and its employees within the bargaining unit defined in Article I herein,  
13 with respect to matters dealing with the interpretation or application of the terms and conditions of this  
14 Agreement and to ensure that such grievances or complaints shall be resolved in strict compliance with  
15 this Article. A determined effort shall be made to settle such differences at the lowest possible level in  
16 the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually  
17 agreeable times.  
18

#### 19 **Section 15.1.1. Definitions.**

- 20  
21  
22 A. Grievant: A grievant is an employee, or in the case of the Union's contractual rights, the  
23 union.  
24 B. Grievance: A grievance is defined as a dispute involving the interpretation or application of  
25 the specific terms of this Agreement.  
26 C. Days: Days in this procedure are normal District office workdays.  
27

#### 28 **Section 15.1.2. Timelines.**

29 Grievances shall be processed in the following manner and within the stated time limits. Time  
30 limits shall be calculated commencing on the day after the event or occurrence triggering the  
31 running time limit. Time limits provided in this procedure may be extended only by mutual  
32 written agreement.  
33

34 Failure on the part of the employer at any step of this procedure to communicate the decision on  
35 a grievance within the specific or mutually extended time limits shall permit the grievant to  
36 lodge on appeal at the next step of this procedure.  
37

38 Failure on the part of the grievant (employee or union) to present or proceed with a grievance  
39 within the specified or mutually extended time limits will render the grievance waived.  
40

#### 41 **Section 15.2. Process.**

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

43 Within thirty (30) days following the occurrence of the event giving rise to the grievance, or  
44 thirty (30) days after the event is known or reasonably should have been known, the employee  
45 shall attempt to resolve the grievance informally with their immediate supervisor. The  
46

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

3  
4 **Section 15.2.2. Step 2. Formal Level - Written Submission of Grievance to Supervisor.**

5 If the grievance is not resolved informally, it shall be reduced to writing by the employee who  
6 shall submit it to the immediate supervisor within ten (10) days after receipt of the supervisor's  
7 response at Step 1, or within ten (10) days after the deadline for the supervisor's response,  
8 whichever is earlier. The written grievance shall contain the following:

- 9  
10 A. A statement of the alleged grievance including the facts upon which the grievance is  
11 based;  
12 B. Reference to the specific term(s) of the agreement which have been allegedly violated;  
13 and  
14 C. Remedy sought.

15  
16 The immediate supervisor shall inform the employee and the union in writing of the disposition  
17 of the grievance within ten (10) days of the presentation of the grievance. If an agreeable  
18 disposition has been made, the aggrieved party shall terminate the grievance in writing within  
19 ten (10) days.

20  
21 **Section 15.2.3. Step 3. Superintendent Level.**

22  
23 A. Individual Grievance

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

31 B. Union Grievance

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

39  
40 **Section 15.2.4. Step 4. School Board.**

41 If no settlement is reached in Step 3 and the Union believes the grievance to be valid, a written  
42 statement of grievance shall be submitted within ten (10) days to the School Board, after receipt  
43 of the Superintendent's written response in Step 3. The grievance shall be heard by the School  
44 Board during an exempt, private portion of its next regular meeting, or at a special meeting to  
45 be held no more than thirty (30) days from submission of the written grievance to the Board.  
46 The grievant(s) shall be expected to appear before the Board, and to provide a presentation to  
47 immediate supervisor shall respond informally within ten (10) days of the employee's  
48 presentation. The informal presentation and response at this level may be oral or written.

47  
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the Board in an exempt, private portion of the meeting. A disposition must be entered at the School Board level within ten (10) days after the conclusion of the meeting.

1 **Section 15.2.5. Step 5. Arbitration.**

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

- 4
- 5 A. Written notice of a request for arbitration shall be made to the Superintendent within ten  
6 (10) days of receipt of the disposition letter at Step 4.
- 7 B. Arbitration shall be limited to issue(s) involving the interpretation or application of  
8 specific terms of this Agreement.
- 9 C. When a timely request has been made for arbitration, the parties shall jointly request and  
10 choose an arbiter from the Public Employees Relation Commission (PERC) Mediation  
11 Services.
- 12 D. Arbitration proceedings shall be in accordance with the following:
- 13
- 14 1. The arbiter, once appointed, will inform the parties as to the procedures which will  
15 be followed.
  - 16 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and  
17 shall be empowered to request, through subpoena if necessary, such data and  
18 testimony as the arbiter deems pertinent to the grievance and shall render a decision  
19 in writing to both parties within thirty (30) days, unless mutually extended, of the  
20 closing of the record.
  - 21 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s)  
22 presented for arbitration which decision will be final and binding on both parties.
  - 23 4. The arbiter shall rule only on the basis of information presented at the hearing and  
24 shall refuse to receive any information after the hearing except by mutual agreement.
  - 25 5. Each party to the proceedings may call such witnesses as may be necessary in the  
26 order in which their testimony is to be heard. Such testimony shall be limited to the  
27 matters set forth in the original written statement of the grievance. The arguments  
28 of the parties may be supported by oral comment and rebuttal. Either or both parties  
29 may submit written briefs within a time period mutually agreed upon. Such  
30 arguments of the parties, whether oral or written, shall be confined to and directed at  
31 the matters set forth in the grievance.
  - 32 6. Each party shall pay any compensation and expenses relating to its own witnesses or  
33 representatives except that the fees and charges of the arbiter, if any, shall be shared  
34 equally by both parties.
  - 35 7. The total cost of the stenographic record, if requested, will be paid by the party  
36 requesting it. If the other party also requests a copy, that party will pay one-half  
37 (1/2) of the stenographic cost.
- 38

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

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

45

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

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

48





1           **Section 16.2.3.**

2           Incremental steps, where applicable, shall take effect on the anniversary of the hire date each  
3           year during the term of this Agreement.

4  
5           **Section 16.2.4.**

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

8  
9           **Section 16.2.5.**

10          Beginning with the 2013-2014 school year, all longevity steps shall be increased by five (\$0.05)  
11          cents.

12  
13         **Section 16.3.**

14         For purposes of calculating daily hours, time worked shall be rounded to the quarter (¼) hour.

15  
16                 **Section 16.3.1. Pay Checks.**

17                 All employees shall receive pay in twelve (12) equal payments on the last work day in each  
18                 month beginning each September based on each employee's established regular schedule for  
19                 the school year. Any additions or reductions to the regular scheduled work hours as recorded  
20                 on the monthly timesheet will be made in the paycheck in the month following the month in  
21                 which the changes took place.

22  
23         **Section 16.4.**

24         Any employee requested to travel from one site to another in their private vehicle during working hours  
25         shall be reimbursed for such travel on a per mile basis at the District reimbursement rate per mile.

26  
27         **Section 16.5.**

28         Employees required to remain overnight on District business shall be reimbursed for reasonable room  
29         and board expenditures.

30  
31  
32  
33                                 **ARTICLE XVII**

34                                 **TRANSFER OF PREVIOUS EXPERIENCE**

35  
36  
37         **Section 17.1.**

38         When an employee leaves a school district within the state and commences employment with another  
39         school district within the State of Washington, for the purpose of calculating longevity, leave and other  
40         benefits, the employee shall maintain the same status held in their previous district; PROVIDED, that  
41         employees who transfer between districts shall not retain any seniority rights other than longevity when  
42         leaving one school district and beginning employment with another. If the school district to which the  
43         person transfers has a different system for computing leave benefits, and other benefits, then the  
44         employee shall be granted the same longevity, leave benefits and other benefits as a person in that  
45         district who has the same occupational status and total years of service. RCW 28A.400.300.

1 **Section 17.2.**

2 If, in the opinion of the District, a new hire has prior experience other than, or in addition to,  
3 Washington School District experience that relates to the job for which he/she is hired, the District may  
4 grant a maximum of two (2) years of experience credit for the non-school experience in determining  
5 placement on Schedule A. The general criteria used for determining the prior experience shall be used  
6 for all new hires. This waiver shall apply only to the longevity calculation used for determining  
7 placement on Schedule A.  
8  
9  
10

11 **ARTICLE XVIII**

12 **TERMS AND SEPARABILITY OF PROVISIONS**

13  
14  
15 **Section 18.1.**

16 The term of this Agreement shall be from September 1, 2012 through August 31, 2015.  
17

18 **Section 18.2.**

19 The District shall provide each new employee with a copy of this Agreement to be furnished by the  
20 District.  
21

22 **Section 18.3.**

23 This Agreement may be reopened and modified at any time during its term by mutual consent of the  
24 parties in writing. The parties agree that the Agreement shall not be reopened for the 2013-2014 and  
25 2014-2015 contract years to renegotiate Schedule A. The benefits herein shall be opened for  
26 negotiations annually; except that this Agreement shall be reopened as necessary to consider the impact  
27 of any legislation enacted following execution of this Agreement which may arguably affect the terms  
28 and conditions herein or create authority to alter personnel practices in public employment.  
29

30 **Section 18.4.**

31 If any provision of this Agreement or the application of any such provision is held invalid, the  
32 remainder of this Agreement shall not be affected thereby.  
33

34 **Section 18.5.**

35 Neither party shall be compelled to comply to any provisions of this Agreement which conflicts with  
36 state or federal statutes or regulations promulgated pursuant thereto.  
37

38 **Section 18.6.**

39 In the event either of the two (2) previous sections is determined to apply to any provision of this  
40 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:                     Signed by                      
                    Sherrie Claibourn, Chapter President

BY:                     Signed by                      
                    Michael Wyant, Superintendent

DATE:                     October 30, 2012                    

DATE:                     November 1, 2012

**SCHEDULE A - PART I**  
**ENTIAT SCHOOL DISTRICT #127**  
**SEPTEMBER 1, 2013 - AUGUST 31, 2014**

|   |   | <u>BASE RATES</u> |                 |
|---|---|-------------------|-----------------|
|   |   | <u>1st Year</u>   | <u>2nd Year</u> |
| <b><u>TRANSPORTATION</u></b>                      |   |                   |                 |
|   | Mechanic  | \$18.39           | \$19.30         |
|   | Driver  | 15.88             | 16.77           |
| <b><u>MAINTENANCE</u></b>                         |   |                   |                 |
|   | Lead Person* (needs to supervise at least one person) | \$19.34           | \$20.24         |
|   | Maintenance & Grounds Worker                          | 18.39             | 19.30           |
|   | Grounds Worker  | 14.46             | 15.35           |
|   | Grounds Person  | 11.41             | 12.29           |
| <b><u>FOOD SERVICE</u></b>                        |   |                   |                 |
|   | Head Cook   | \$16.38           | \$16.76         |
|   | Assistant Cook  | 12.12             | 13.06           |
|   | Server/Helper   | 11.72             | 12.63           |
| <b><u>CUSTODIAL</u></b>                           |   |                   |                 |
|   | Head Custodian  | \$16.38           | \$16.76         |
|   | Custodian   | 15.46             | 16.35           |
|   | Custodian Assistant                                   | 11.41             | 12.29           |
| <b><u>SECRETARIAL / CLERICAL</u></b>              |   |                   |                 |
|   | Secretary (Other)                                     | \$13.80           | \$14.81         |
|   | Secretary (Elementary)                                | 14.81             | 15.83           |
|   | Secretary (Secondary)                                 | 14.91             | 15.93           |
| <b><u>PARAEDUCATOR</u></b>                        |   |                   |                 |
|   | Special Needs Para                                    | \$12.12           | \$13.28         |
|   | Translator  | 12.62             | 13.78           |
|   | Library Tech  | 12.74             | 14.76           |
| <b><u>SCHOOL NURSE</u></b>                        |   |                   |                 |
|   |   | \$23.27           | \$23.27         |
| <b><u>BRAILLIST/SIGN LANGUAGE INTERPRETER</u></b> |   |                   |                 |
|   |   | \$21.18           | \$21.18         |

**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 \$.50 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.

| <b><u>Longevity Steps</u></b> | Years of Service | Additional Salary |
|-------------------------------|------------------|-------------------|
|                               | 3-5              | \$0.15            |
|                               | 6-8              | \$0.25            |
|                               | 9-11             | \$0.35            |
|                               | 12-14            | \$0.45            |
|                               | 15-24            | \$0.60            |
|                               | 25+              | \$0.70            |

All State % raises will be added to the base wage. Longevity steps will be added last. (Note Longevity amounts were revised June 20, 2013)

**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.







1 **LETTER OF AGREEMENT**

2  
3  
4 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING  
5 AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF ENTIAT AND THE ENTIAT  
6 SCHOOL DISTRICT #127. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE  
7 XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.  
8

9  
10 The parties agree to the following:  
11

12  
13 Due to historical circumstances, the Maintenance/Custodial/Grounds Supervisor position is not part of  
14 the bargaining unit for the life of this Collective Bargaining Agreement for 2012-2015.  
15

16 Both parties further agree that the Maintenance/Custodial/Grounds Supervisor position shall remain  
17 exempt as long as the current employee remains in that position.  
18

19 Both parties further agree that when the current employee leaves the position, the District and the  
20 Union shall negotiate the return of the position back into the bargaining unit and the change of title of  
21 the position to Maintenance/Custodial/Ground Lead.  
22

23  
24 This Letter of Agreement shall become effective September 1, 2012, shall remain in effect until August  
25 31, 2015, and shall be attached to the current Collective Bargaining Agreement.  
26

27  
28 PUBLIC SCHOOL EMPLOYEES  
29 OF WASHINGTON/SEIU Local 1948  
30

31 ENTIAT CHAPTER

31 ENTIAT SCHOOL DISTRICT #127

32  
33  
34  
35 BY:                     Signed by                      
36                     Sherrie Claibourn, Chapter President                    

35 BY:                     Signed by                      
36                     Michael Wyant, Superintendent                    

37  
38  
39  
40 DATE:                     October 30, 2012                    

40 DATE:                     November 1, 2012                    



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