

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
**SNOQUALMIE VALLEY SCHOOL DISTRICT**

AND

**PUBLIC SCHOOL EMPLOYEES OF  
SNOQUALMIE VALLEY**

SEPTEMBER 1, 2010 - AUGUST 31, 2013

**PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU Local 1948**  
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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, regulations, and the provisions of this contract, 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.** The right to make reasonable rules and regulations shall be considered acknowledged functions of the District.

**Section 2.3.** It is the intention of the parties hereto that all rights, powers, prerogatives, duties and authority which the said District now has or had, whether exercised or not, prior to the signing of this Agreement, are retained by the District except those which are specifically abridged or modified by the Agreement. Such abridgement or modification shall be to the extent specifically set forth in the Agreement, and such abridgements or modifications are to be strictly construed.

## ARTICLE III

### **RIGHTS OF EMPLOYEES**

**Section 3.1.** The employees of the unit defined herein shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association or to refrain from same, pursuant to Article XIII. Both the Association and the District agree that they will not interfere, restrain, coerce, or discriminate in order to encourage or discourage membership in the Association.

**Section 3.2.** Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representative and/or appropriate officials of the District.

**Section 3.3.** Employees have the right to have, upon request, Association representatives at disciplinary proceedings between themselves and supervisors or the representatives of the District.

**Section 3.4.** Neither the District nor the Association shall unlawfully discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically disabled person or others.

1 **Section 3.5.** During the term of this Agreement, the Association and its members, as individuals or as  
2 a group, will not initiate, cause or participate in any strike, work stoppage, slowdown, picketing, or any  
3 other restriction of work against the District, and will discourage any such activity. Employees, while  
4 acting in the course of their employment, shall not honor any picket line against the District when  
5 called upon to cross such picket line in the course of their employment. The District will endeavor to  
6 provide safe conduct through said picket lines. Disciplinary action, including discharge, may be taken  
7 by the District against any employee(s) violating this Article. Such disciplinary action shall be subject  
8 to the grievance procedure only on the issue of whether the employee(s) violated their obligations  
9 under this section. The District shall not lock out members of the bargaining unit.

10  
11 **Section 3.6.** Any employee shall have the right, upon reasonable request, to inspect the contents of  
12 his/her personnel file. Inspection shall be in the presence of a District representative. File materials  
13 may be reproduced for the employee as promptly as is feasible upon request. Reproduction shall be at  
14 the employee's expense. An Association representative may, at the employee's request, be present  
15 during the review of said employee's file.

16  
17 **Section 3.6.1.** No materials derogatory of the employee's conduct, service, character, or personality  
18 shall be placed in the personnel file unless the employee has had the opportunity to read and respond to  
19 them. The employee shall acknowledge having read such material by affixing his or her signature to  
20 the copy to be filed. The employee shall have the right to write his or her own version of the incident  
21 or occurrence and have that statement permanently attached to the original document.

22  
23 **Section 3.7.** No employee shall be required to transport students in their own private vehicles. Any  
24 employee who chooses to do so with written authorization of an administrator shall be fully covered by  
25 District insurance.

## 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49

**ARTICLE IV**

### **RIGHTS OF THE ASSOCIATION**

33 **Section 4.1.** The Association has the right and responsibility to represent the interest of all employees  
34 in the unit; to consult or to be consulted with respect to the formulation, development, and  
35 implementation of industrial relations matters and practices which are within the authority of the  
36 District; and to enter collective negotiations with the object of reaching an agreement applicable to all  
37 employees within the bargaining unit.

38  
39 **Section 4.2.** The Association is entitled to be notified and to have an observer at hearings conducted  
40 by any District official or body arising out of grievance and to make known the Association's views  
41 concerning the case.

42  
43 **Section 4.3.** The President of the Association and designated representatives may be provided time off  
44 without pay to a maximum of ten (10) days per year to attend regional or State meetings when the  
45 purpose of those meetings is in the best interests of the District as determined by the District  
46 administration.

1 **Section 4.4.** The names, addresses, work assignment, and salary information of employees in the  
2 respective unit will be provided annually on approximately November 1<sup>st</sup> to the President of the  
3 Association, and updated monthly as changes in personnel occur.  
4

5 **Section 4.5.** Visitation rights shall be granted to the designated representative of the Public School  
6 Employees of Washington to visit the employees in the appropriate bargaining unit for the purpose of  
7 grievance procedures and/or general information data. The visiting delegate shall notify the School  
8 District unit Supervisor of arrival and for what purpose the visitation is requested. Such visits shall not  
9 interfere with or interrupt the normal work flow.  
10

11 **Section 4.6. Bulletin Boards.** The District shall provide a bulletin board space in each school for the  
12 use of the Association. The bulletins posted by the Association are the responsibility of the officials of  
13 the Association. Each bulletin shall be signed by the Association official responsible for its posting.  
14 Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by  
15 employees or the Association of pamphlets, advertising, political matters, notices of any kind, or  
16 literature on District property, other than herein provided.  
17

18 **Section 4.6.1.** The responsibility for the prompt removal of notices from the bulletin boards after they  
19 have served their purpose shall rest with the individual who posted such notices.  
20

21 **Section 4.7.** The Association may use District facilities for meetings subject to prior approval from the  
22 building administrator.  
23  
24  
25

## 26 ARTICLE V

### 27 28 APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS

29  
30 **Section 5.1.** It is agreed and understood that matters appropriate for consultation and negotiation shall  
31 be salaries, hours, working conditions and grievance procedures.  
32

33 **Section 5.2.** Prior to any reduction in the bargaining unit work force, the District shall consult with the  
34 Association as to the necessity for and the manner of any reduction in force.  
35  
36  
37

## 38 ARTICLE VI

### 39 40 ASSOCIATION REPRESENTATION

41  
42 **Section 6.1.** The Association will designate a Conference Committee of three (3) members who will  
43 meet with the Superintendent or the Superintendent's designee on a mutually agreeable regular basis to  
44 discuss matters of concern to either party. Such discussions will not constitute negotiations nor be  
45 subject to the Grievance Procedures.  
46  
47  
48  
49

## ARTICLE VII

### HOURS OF WORK AND OVERTIME

**Section 7.1.** Each employee shall be assigned to a definite and regular shift, with designated times of beginning and ending, and workweek, which shall not be changed without prior notice to the employee of one (1) calendar week. This section shall not be construed to apply to minor daily changes in transportation.

**Section 7.1.1.** The District workweek shall commence 12:01 a.m. Sunday through 12:00 p.m. Saturday. During summer break, winter break, and spring break and for schools with a four-day schedule, the District may assign employees to a 4-day, 10-hour day workweek. During such 4-day by 10-hour work schedule, overtime will be based on a forty-hour workweek.

**Section 7.1.2.** Employees with supervisory approval may shift hours of work to attend staff meetings and in-service programs. Job shift hours shall be reflected in written records maintained by the supervisor and initiated by the employee.

**Section 7.2.** Employees shall be entitled one 15-minute rest period for each three and one-half (3-1/2) hours of uninterrupted work. Employees working six (6) hours or more per day shall be entitled to a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable. The minimum shift for all employees shall be one (1) hour.

**Section 7.3.** Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and the supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at appropriate rates.

**Section 7.4.** Anyone working four (4) hours per day in a higher classification, or anyone working a total of ten (10) hours per week in a higher classification, when that work has been assigned by the person's supervisor, the employee shall be paid the higher rate for the time involved.

**Section 7.5.** In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the District will attempt to notify each employee to refrain from coming to work. Employees are responsible to listen to designated radio stations for announcements. Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a closure; provided that no employee shall be entitled to any such compensation in the event of media broadcast or actual notification of the closure one (1) hour prior to the employee's report time.

**Section 7.5.1.** Employees sent home early due to inclement weather or an emergency building closure on an official student attendance day will be offered the opportunity to make up lost time as mutually agreed between the employee and immediate supervisor prior to the last student day of school.

1 **Section 7.6.** Recognizing that personnel in the Transportation classification present special shift  
2 problems, the parties agree that shifts shall be established in that classification in relation to routes and  
3 driving times requisite to fulfilling tasks assigned by the Supervisor of Transportation; provided,  
4 however, that employees in the Transportation classification shall be entitled to the benefits of Section  
5 7.2. to the same degree as any other employee with the understanding that drivers shall not take breaks  
6 during scheduled driving time; and provided further that all bus drivers shall receive pay for thirty (30)  
7 minutes per day for the purpose of bus cleanup and bus warmup in addition to actual hours of driving  
8 time. Employees with three (3) or more reporting times shall be paid for an additional fifteen (15)  
9 minutes per day. All trips other than regular daily scheduled bus runs shall be compensated at the  
10 employee's base hourly rate for the duration of the trip; provided, however, that bus drivers shall be  
11 subject to the provisions relative to overtime hereinafter provided.

12  
13 **Section 7.6.1.** The Snoqualmie Valley School District will make every reasonable attempt to provide a  
14 maximum number of hours to drivers on a seniority basis subject to the conditions of Section 10.7.  
15 There will be no guarantee to any driver for eight (8) hour assignments; provided, however, drivers  
16 who are scheduled to drive an activity run after the completion of their regular P.M. run shall be  
17 compensated for up to thirty (30) minutes of layover time at their regular hourly rate.

18  
19 **Section 7.6.1.1.** Routes that come open as a result of drivers leaving the District work force, the  
20 creation of new additional routes, or the implementation of Section 7.6.1.2., shall be posted for bid for  
21 five (5) working days. Any subsequent route openings that result from the filling of the original route  
22 posting shall be posted for bid for three (3) working days.

23  
24 **Section 7.6.1.2.** When any route is increased in time by forty-five (45) minutes or more, it shall be  
25 considered a new route and put up for bid. When any route is reduced in time by forty-five (45)  
26 minutes or more, the driver shall have the option of bumping a less senior driver with more time. The  
27 provisions of this Section are inapplicable to drivers who bid and are assigned special education runs.  
28 Each driver shall be permitted no more than one bid or bump during any school year, except as  
29 provided in Section 7.6.1.3.

30  
31 **Section 7.6.1.3.** After the initial assignment each driver shall be permitted up to three (3) bids and one  
32 (1) bump during any school year, except as provided in Section 7.6.1.4.

33  
34 **Section 7.6.1.4.** When a special education run is eliminated, the driver of such run shall have the  
35 option of bumping a less senior driver. Said bump shall be in addition to the bumping rights provided  
36 in Section 7.6.1.3.

37  
38 **Section 7.6.2.** During the fourth week of August, drivers will choose by seniority driving assignment,  
39 which may include any of the following routes: AM/PM Kindergarten, activity routes, and/or special  
40 needs routes. Drivers will be provided at least twenty-four (24) hours between posting and selection of  
41 routes for appropriate consideration. The District will make reasonable effort to insure that route  
42 information is complete prior to posting.

43  
44 **Section 7.6.2.1.** Extra trips shall be assigned on a seniority basis of those signing up for the trip. The  
45 exceptions to this are:

- 46  
47 A. Any extra trip that would give a driver in excess of forty (40) hours in one week shall be  
48 awarded to the next senior driver who signed for the trip and would not exceed forty (40) hours.  
49

- 1 B. No regular driver can exchange to an extra trip when the lapsed time is less than or equal to  
2 their regular run. No Special Education Driver may relinquish their regular run to take an extra  
3 trip. Any regular driver who could gain one (1) hour or more by taking the extra trip shall be  
4 permitted to vacate their regular run one (1) time per calendar week to select the extra trip,  
5  
6 C. Unless they exceed forty (40) hours. Section 7.6.2.1.B may be waived by the Transportation  
7 Supervisor on the basis of driver availability.  
8  
9 D. A driver who takes unpaid leave shall be ineligible to bid on extra trips for ten (10) calendar  
10 days. A driver who cancels an awarded extra trip, except in case of emergency, shall be  
11 ineligible for extra trips for the next ten (10) calendar days. In the event of any of the foregoing  
12 occurs, the trip shall be awarded to the next eligible senior employee.  
13  
14 E. Except in emergencies, Drivers whose trips are cancelled with less than two (2) hours notice  
15 from the Transportation Supervisor or his/her designee shall be compensated for their regular  
16 route time.

17  
18 **Section 7.6.2.2.** When more than one extra trip is leaving on the same day, the senior eligible driver  
19 shall have the choice of a trip.

20  
21 **Section 7.6.2.3.** Any. AM/PM, Kindergarten, or Activity route that is temporarily vacated with  
22 advance notice by the regular driver for more than two (2) weeks due to sick leave or a leave of  
23 absence shall be first offered on a seniority basis to any regular driver. The run of the regular driver  
24 that elects to fill the temporarily vacated run will be filled by a substitute driver. The run will be  
25 posted for one full business day.

26  
27 **Section 7.6.2.3.1.** No driver may preempt any regular run or exceed forty (40) hours in a week as a  
28 result of this section.

29  
30 **Section 7.6.3.** All bus drivers, who hold a newly acquired, first time CDL and who have driven less  
31 than fifty (50) hours shall be restricted to driving within the Snoqualmie Valley School District.

32  
33 **Section 7.6.4.** Any activity or Kindergarten run that is vacated with twelve (12) hours of notice shall  
34 be offered to senior employees who have indicated their availability and who can drive them without  
35 vacating any regular assignment.

36  
37 **Section 7.6.5.** Drivers on an overnight trip shall be compensated as follows:

- 38 A. Trip over one night: all assigned driving time.  
39 B. Layover day on a trip over two or more consecutive nights: eight (8) hours of pay or driving  
40 time whichever is greater for the layover day(s).

41  
42 **Section 7.6.6.** All newly hired bus drivers must have a State of Washington Bus Driver's License with  
43 passenger endorsement before transporting children.

44  
45 **Section 7.6.7.** When requested by the Supervisor, drivers will be paid at their hourly rate to establish  
46 or up date their route sheets. Drivers will be paid for actual time required to establish or update said  
47 required route sheets.

1 **Section 7.6.7.1.** Both the Association and the District agree that safe and responsible operation of the  
2 District vehicles is mandatory. With this in mind, the Accident Review Board will be established  
3 immediately and will include the following personnel: Transportation Supervisor who will act as  
4 chairperson; a mechanic appointed by the Transportation Supervisor, one (1) maintenance person, and  
5 two (2) bus drivers. The bus drivers will be selected by the drivers themselves and will serve for at  
6 least one year. All policy regulations pertaining to transportation shall be reviewed, updated and  
7 posted. If any employee, covered under this Agreement, is involved in any reportable accident  
8 (\$500.00 property damage and/or injury), or accused of any traffic violation while operating a District  
9 owned vehicle, the following procedure will be followed: the employee may immediately be  
10 suspended, without pay, at the discretion of the Transportation Supervisor, from all driving pending a  
11 review by the Accident Review Board. The Accident Review Board will meet within forty-eight (48)  
12 hours or two (2) working days, review all the facts of the incident, the employee's past driving record,  
13 interview the employee and any witnesses, and submit its recommendation to the Transportation  
14 Supervisor. The chairperson will not vote except as a tie-breaker. The recommendation of the  
15 Accident Review Board shall include a finding that the accident was either preventable or non-  
16 preventable. Such a recommendation must be made within one (1) working day of the Board's  
17 meeting. The Transportation Supervisor shall give his/her decision within five (5) working days of the  
18 Board's recommendation. If the recommendation is not followed by the Transportation Supervisor, a  
19 written justification shall be presented to members of the Accident Review Board and the employee. If  
20 the employee is found not responsible, all lost pay shall be remitted. The decision of the review board  
21 is subject to the grievance procedure. All Accident Review Board decisions shall be added to the  
22 personnel file of the employee involved in the case reviewed. Also, a copy shall be kept in the  
23 Accident Review Board file.

24  
25 **Section 7.6.8. Drug Testing.** Drug testing for warehouse, grounds and maintenance employees may  
26 be required at the discretion of the employer. Those holding Commercial Driver's License as required  
27 under the Federal Highway Administration rules on controlled substance use and testing shall be  
28 provided under the laws as follows [Section 7.6.8.1 through Section 7.6.8.4.]:  
29

30 **Section 7.6.8.1.** An employee's refusal to submit to testing shall be just cause for termination.  
31

32 **Section 7.6.8.2. Random, Post-Accident and Reasonable Suspicion Testing.** A positive test for any  
33 of the prohibited drugs will be just cause for immediate termination. An alcohol test showing a blood  
34 alcohol level of .04 or higher will be just cause for immediate termination. An alcohol test result of .02  
35 but lower than .04 will be just cause for:  
36

- 37 A. Removal without pay from the position for at least twenty-four (24) hours.
  - 38 B. Appropriate corrective action and discretionary discipline.
  - 39 C. Termination in the event of a repeat test result between .02 and .04.
- 40

41 **Section 7.6.8.3. Cost of Testing.** The District shall pay laboratory costs for the initial drug and/or  
42 alcohol test under the random, post-accident and reasonable suspicion provision of the FHWA rules.  
43 Employees requested confirmation tests or initial positive test shall be at District expense in the event  
44 the confirmation test following a positive result shows the initial test to be false. If the requested  
45 confirmation test confirms the initial positive result, the employee shall pay all costs related to the  
46 confirmation test. The District shall reimburse any lost wages resulting from a false positive test  
47 result.  
48  
49

1 **Section 7.6.8.4.** Employees shall be paid at their regular rate of pay for any time drug testing,  
2 excluding pre-employment testing, return to work testing and testing which occurs while an employee  
3 is on suspension. The employer shall pay for the follow-up testing, if any, after a return to work.  
4

5 **Section 7.7. Overtime.** Overtime at the rate of one and one-half (1-1/2) times the regular rate shall be  
6 paid regular employees for any time worked beyond the regular forty (40) hour workweek or regular  
7 eight (8) hour day as assigned by the employee's supervisor, except bus drivers, who will be regulated  
8 on forty (40) hours per week only. "Time worked" includes compensated time except personal leave.

9 **Section 7.7.1.** Any employee who is called back by the supervisor to report for work for any reason  
10 will receive at least two (2) hours pay at the regular rate.  
11

12 **Section 7.8.** Each year the District will make available to the Association the following year's initial  
13 work calendars for Instructional Assistants. Upon Association request, the parties will meet to discuss  
14 hours of assigned work specified in said calendars.  
15  
16  
17

## 18 ARTICLE VIII

### 19 **HOLIDAYS AND VACATIONS**

20  
21  
22 **Section 8.1. Holidays.** All regular employees shall be given the following holidays for which they are  
23 eligible under the conditions of this Article:  
24

- |                                     |                                    |
|-------------------------------------|------------------------------------|
| 25 1. Fourth of July                | 7. Christmas Day                   |
| 26 2. Labor Day                     | 8. New Year's Day                  |
| 27 3. Veterans' and Admissions Day  | 9. Presidents' Day                 |
| 28 4. Thanksgiving Day              | 10. One day during Spring Vacation |
| 29 5. Friday following Thanksgiving | 11. Memorial Day                   |
| 30 6. Christmas Eve                 | 12. Martin Luther King Day         |

31  
32 In addition to the above, any other day proclaimed a holiday for public schools by legal authority. For  
33 an employee to be paid for a holiday, the employee must have been on duty the previous working day  
34 and the succeeding working day or on authorized sick leave, bereavement, or vacation. "Summer  
35 vacation" for less than twelve (12) month employees is not a qualifying vacation or leave.  
36

37 Whenever a paid holiday falls on Saturday, the preceding Friday shall be recognized as the holiday,  
38 and whenever the paid holiday falls on Sunday, the following Monday shall be so observed, unless  
39 otherwise prescribed by law or general trend.  
40

41 **Section 8.1.1. Worked Holidays.** Any employee working at the request of the Employer on one of  
42 the above listed holidays shall be paid one and one-half (1-1/2) of normal hourly rate of pay, plus the  
43 holiday pay.  
44

45 **Section 8.1.2. Holidays During Vacation.** Should a holiday occur while an employee is on vacation,  
46 the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.  
47  
48  
49

1 **Section 8.2. Vacations.** All regular employees working twelve (12) months shall earn vacation time  
2 at the rate of 10/12 a day per month for the first four (4) years of employment. Vacation pay shall be  
3 based on scheduled work hours, prorated where necessary because of schedule changes.  
4

5 After four (4) complete years of service beginning with the fifth year of service and beyond, all regular  
6 employees who work less than twelve (12) months a year shall be granted five (5) days of vacation pay  
7 a year at the employee's regular rate of pay and regular assigned hours-per-day of employment. Pay  
8 shall be included in the employee's June pay. Effective with the 2008-2009 work year, less than  
9 twelve (12) month employees who are eligible for vacation pay shall be granted six (6) days of  
10

11 Vacation pay; and effective with 2009-2010 work year, said employees who are eligible for vacation  
12 pay shall be granted seven (7) days of vacation pay.  
13

14 **Section 8.2.1.** The vacation credit to which an employee shall be entitled shall be computed in  
15 accordance with the following rules:  
16

17 **Section 8.2.1.1.** After four (4) complete years of service beginning with the fifth year of service and  
18 beyond, all twelve (12) month employees shall earn vacation time at the rate of 15/12 a day per month.  
19 After fifteen (15) complete years of service beginning with the sixteenth (16<sup>th</sup>) year of service, all  
20 twelve (12) month employees shall earn one (1) additional day of vacation each year to a maximum of  
21 twenty (20) days.  
22

23 **Section 8.2.1.2.** Vacation pay shall be used on scheduled work hours, prorated where necessary  
24 because of schedule changes. Unused vacation time may accrue up to a maximum of thirty (30) days.  
25

26 **Section 8.2.1.3.** Vacation schedule shall be at the Employer's discretion, and seniority shall be used to  
27 resolve conflicting vacation requests. A vacation schedule shall be posted for sign ups by April 1. No  
28 vacation shall be scheduled two (2) weeks prior to school opening except by prior approval from the  
29 immediate supervisor. One (1) month prior approval for all vacations is required. This may be waived  
30 by the supervisor in unusual circumstances.  
31

## 32 33 34 **ARTICLE IX**

### 35 36 **LEAVES**

#### 37 38 **Section 9.1. Sick Leave.**

39  
40 **Section 9.1.1.** Sick leave shall be accrued each year at the rate of one (1) day per month employed for  
41 each twelve (12) month employee. Employees who work less than twelve (12) months will receive  
42 such proportion of sick leave as the number of months of employment per year bears to twelve.  
43

44 Unused sick leave allowance in any year shall be cumulative to the maximum allowed according to  
45 law.  
46

47 A deduction of one (1) day of sick leave credit shall be made for each day absence is due to personal  
48 illness.  
49

1 A deduction of one (1) day's salary shall be made for each day's absence due to illness beyond sick  
2 leave credit.

3  
4 The Employer reserves the right to request a doctor's certificate of illness and may make any inquiries  
5 of the employee deemed advisable for sick leave absences of any duration if it is felt that the sick leave  
6 policy has been abused.

7  
8 **Section 9.1.2.** Any employee who is eligible for Worker's Compensation for time off because of an  
9 on-the-job injury shall be paid sick leave to the extent entitled the employee in the amount of the  
10 difference between the employee's regular pay and that paid by State Industrial after the first three (3)  
11 days off the job. Full amount of sick leave shall be paid the first three (3) days. Should an employee  
12 be later paid for Workers' Compensation for the first three (3) days of absence, payment shall be  
13 credited to the Public Employer from money due the employee in the next payroll period.  
14 The pro rata part of sick leave is determined by the ratio of regular sick leave and Workers'  
15 Compensation shall be charged to the employee as time off of the job. Only sick leave allowed to be  
16 taken will be what the employee has accumulated.

17  
18 **Section 9.1.3.** Employees who have accrued sick leave while employed by another public school  
19 district in the State of Washington shall be given credit for such accrued sick leave upon employment  
20 by the District.

21  
22 **Section 9.1.4.** Sick leave cash out shall be in compliance with the applicable law at time of  
23 application.

24  
25 **Section 9.2. Bereavement Leave.** Employees may be granted a leave of absence with pay of not  
26 more than five (5) days per occasion when the absence is occasioned by the death of a father, mother,  
27 parent substitute, brother, sister, spouse, parent of spouse, grandparent, children, grandchildren, or  
28 dependent relative residing in the household of the employee of the District. Additional days may be  
29 granted by the Superintendent or designee under unusual conditions. Such leave shall be left at the  
30 discretion of the employee, to be taken without pay, or deducted from sick leave.

31  
32 **Section 9.3. Personal Leave.** All classified personnel may be granted three (3) days of leave with  
33 pay each work year for personal leave, non-cumulative, for personal reasons that cannot be performed  
34 at any other time, such as illness in the family, etc. Personal leave will be prorated for employees hired  
35 after the commencement of the work year. Arrangements for personal leave should be made through  
36 the building principal or supervisor to the Superintendent of Schools, in writing, at least twenty-four  
37 (24) hours in advance whenever feasible. The Superintendent's decision shall be final.

38  
39 **Section 9.3.1.** Employees shall be authorized to use sick leave for emergencies or to care for  
40 dependents over eighteen who live at the employee's home and who are unable to care for themselves.

41  
42 Leave for emergency is limited to the following: the problem must have been suddenly precipitated  
43 and/or must be of such a nature that preplanning is not possible, or where preplanning could not relieve  
44 the necessity for the employee's absence.

45  
46 Each employee may use accumulated sick leave for an absence(s) which is caused by an illness of a  
47 minor child or ward under the age of eighteen (18) and which requires the presence of the employee.

1 **Section 9.4.** Disability immediately related to child bearing shall be treated as sick leave under  
2 Section 9.1.1.

3  
4 **Section 9.5. Judicial Leave.**

5  
6 **Section 9.5.1.** The employer will grant full pay when an employee has been subpoenaed to appear in  
7 court as a witness for the District.

8  
9 **Section 9.5.2.** An employee summoned to appear in court for charges brought against the employee  
10 may be granted leave subject to other leave provisions of this Agreement.

11  
12 **Section 9.5.3.** An employee required to serve on a jury will be paid at their normal rate of pay, except  
13 that any pay-except mileage related to required jury duty – received for such jury service shall be  
14 returned to the District.

15  
16 **Section 9.5.3.1.** An employee called for duty who is temporarily excused from attendance at court  
17 will, unless excused by the employee’s supervisor without pay, report to work if sufficient time  
18 remains after such excuse to permit the employee to report to the employee’s place of work and work  
19 at least one-half of the employee’s normal work day.

20  
21 **Section 9.5.3.2.** In order to be eligible for normal pay, the employee must furnish a written statement  
22 from the appropriate public official showing the date and time served and the amount of jury pay  
23 received.

24  
25 **Section 9.6. Leave of Absence.**

26  
27 **Section 9.6.1.** For compelling reasons, such as health or family problems, and upon recommendation  
28 of the immediate supervisor through administrative channels to the Superintendent, and upon final  
29 approval by the Board of Directors, an employee may be granted an extended unpaid leave of absence  
30 for a period not to exceed one (1) year.

31  
32 **Section 9.6.2.** The employee will retain accrued sick leave, vacation, and seniority rights while on  
33 approved leave of absence. Vacation leave, sick leave, seniority rights and other benefits shall not  
34 accrue while the employee is on approved leave of absence. The employee will receive no credit for  
35 salary advancement while on leave of absence. However, if such leave was for the purpose of service  
36 in the United State Military, the salary placement shall be in accordance with the provisions of the  
37 Veteran reemployment Act.

38  
39 **Section 9.6.3.** Return to work by an employee prior to the end of a scheduled leave will be at the  
40 determination of the Employer. Job Assignment of an employee returning from leave shall be at the  
41 discretion of the Employer, although every effort will be made to assign the employee’s former job.

42  
43 **Section 9.7. Extended Disability Leave.** Any employee who has completed the probationary period  
44 may apply for an extended disability leave in cases of protracted illness or injury as certified by the  
45 attending physician. Such leave may be granted for the period of illness or injury up to one year.  
46 Application must be made in a timely fashion to the Superintendent, whose decision shall be final. An  
47 employee granted such leave shall give no less than thirty (30) days notice in writing of intent to return  
48 to work. Sections 9.6.2. and 9.6.3. shall apply to extended disability leaves.

1 **Section 9.8. Family Medical Leave Act.** Employees are eligible for benefits of the Family Medical  
2 Leave Act as administered by the District.

3  
4 **ARTICLE X**

5  
6 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

7  
8 **Section 10.1.** The seniority of an employee within the bargaining unit shall be established as of the  
9 date on which the employee began continuous daily employment (hereinafter “hire date”) unless such  
10 seniority shall be lost as hereinafter provided. In the event two or more employees have the same hire  
11 date, seniority order for these employees will be determined on the basis of earliest date of regular  
12 employment with the District and should the tie remain, then seniority order shall be determined by lot.

13  
14 The District will provide the Association with a seniority list no later than December 15 of each year.  
15 The seniority list approved by the Association shall be appended to this Agreement no later than  
16 January 15.

17  
18 **Section 10.2.** Each new hire shall remain in a probationary status for a period of not more than ninety  
19 (90) working days following the hire date. As near the 30<sup>th</sup> and 60<sup>th</sup> day of probationary status as  
20 possible, probationary employees shall be provided an assessment of their performance with any  
21 necessary recommendations for improvement needed to allow completion of the probation. In any  
22 case, during this probationary period the District may discharge such employee at its discretion.

23  
24 **Section 10.3.** Upon completion of the probationary period, the employee will be subject to all rights  
25 and duties contained in this Agreement retroactive to the hire date.

26  
27 **Section 10.4.** The seniority rights of an employee shall be lost for the following reasons:

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

33  
34 **Section 10.5.** Seniority rights shall not be lost for the following reasons, without limitation:

- 35  
36 A. Time lost by reason of industrial accident, industrial illness or judicial leave;  
37 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United  
38 States;  
39 C. Time spent on other authorized leaves; or  
40 D. Time spent in layoff status as hereinafter provided.

41  
42 **Section 10.6.** Seniority rights shall be effective within the general job classification. As used in this  
43 Agreement, general job classifications are those set forth in Article I, Section 1.4.

1 **Section 10.7. Shift Selection, Vacation Periods, Transfers, Reassignment.** Reassignment to new or  
2 open jobs or positions, promotions, additional hours at the work sites, and layoffs will be based on (1)  
3 seniority, (2) ability, and (3) performance; provided that seniority shall control when ability and  
4 performance are substantially equal. If the District determines that seniority rights should not govern  
5 because a junior employee possesses ability, performance and desire substantially greater than a senior  
6 employee or employees, the District, upon request, shall set forth in writing to the employee or  
7 employees its reasons why the senior employee or employees have been bypassed.

8  
9 **Section 10.7.1.** The District will apply Section 10.7 to job applicants who are not members of the  
10 bargaining unit.

11  
12 **Section 10.8.** Employees who change job classifications within the bargaining unit shall retain their  
13 hire dates in the previous classification for a period of one (1) year, notwithstanding that they have  
14 acquired a new hire date and a new classification.

15  
16 **Section 10.9.** The District shall publicize within the bargaining unit for five (5) working days the  
17 availability of open positions as soon as possible after the District is apprised of the opening.  
18 Vacancies resulting from previous postings shall be posted for three (3) working days. A copy of the  
19 job posting shall be forwarded to the President of the Association.

20  
21 **Section 10.9.1.** Any position that has permanently increased in time by one (1) hour or more shall be  
22 posted for bid as a new position.

23  
24 **Section 10.10.** In the event of layoff, employees so affected are to be placed on a reemployment list  
25 maintained by the District according to layoff ranking. Such persons on layoff shall be offered  
26 reemployment for any open or vacant position for which the person has seniority and is qualified and  
27 for which no senior employee has applied. Names shall remain on the reemployment list for two (2)  
28 years.

29  
30 **Section 10.10.1.** Should the District decide to layoff any non-annual employee, the employee shall be  
31 so notified in writing prior to the expiration of the school year, if the layoff is known. Otherwise, at  
32 least two (2) weeks notice shall be given.

33  
34 **Section 10.10.2.** Affected employees placed on the reemployment list will be called on a rotation  
35 basis to substitute in any position for which they are qualified.

36  
37 **Section 10.11.** Employees on layoff status shall file their addresses in writing with the personnel  
38 office of the District and shall thereafter promptly advise the District in writing of any change of  
39 address.

40  
41 **Section 10.12.** An employee shall forfeit rights to reemployment as provided in Section 10.10 if the  
42 employee does not comply with the requirements of Section 10.11, or if the employee does not respond  
43 to the offer of reemployment within fifteen (15) days.

44  
45 **Section 10.13.** An employee on layoff status who rejects an offer of reemployment forfeits seniority  
46 and all other accrued benefits; provided, that such employee is offered a position substantially equal to  
47 that held prior to layoff.

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**ARTICLE XI**

**DISCIPLINE AND DISCHARGE OF EMPLOYEES**

**Section 11.1.** The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall not be done before other uninvolved employees or the public.

**Section 11.2.** The Employer shall endeavor, whenever possible, to give ten (10) days advance written notice of suspension or discharge and shall clearly state the reasons therefore. The Employer is not required to give advance notice in any case wherein the reason for suspension or discharge is drinking or intoxication on the job, immorality, insubordination, or dishonestly related to his employment.

**Section 11.2.1.** Employees will endeavor, whenever possible, to give ten (10) days written notice of intent to resign or retire.

**Section 11.2.2.** Any employee proven to have abused sick leave privileges will be subject to immediate suspension or discharge.

**Section 11.2.3.** Employees who are required to drive a vehicle as part of their job shall be terminated when their record jeopardizes safety as determined by the Accident Review Board.

**ARTICLE XII**

**INSURANCE AND RETIREMENT**

**Section 12.1.** The Employer shall provide monthly contributions toward premiums of approved District group insurance programs, in the amounts set forth below, for all employees who are employed in a regular position (not including temporary or substitute employment) for three and one-half (3 ½) hours per day or more and their eligible dependents and state registered domestic partners in accordance with Washington State Law. Employees entitled to a District contribution shall participate in the vision, LTD, life and dental program, and this shall be subtracted first from the amount provided.

**Section 12.1.1.** The District shall contribute the State-funded insurance contribution per FTE of 1,440 hours each month of this Agreement. The HCA carve-out shall be subtracted from the state-funded amount. Unused contributions shall be pooled within the bargaining unit consistent with practices in effect for the 1991-92 school year.

**Section 12.1.2.** The District will augment the insurance contribution pool described in Section 12.1.1. above by \$5,000.00 total for 2010-2011, \$10,000.00 total for 2011-2012, and \$5,000.00 total for 2012-2013. The additional \$5,000 for 2011-2012 shall be the result of reducing the Professional Growth Fund (Section 15.1. Professional Growth Fund) for 2011-2012 from \$10,000 to \$5,000.

**Section 12.1.3.** Employees are eligible to participate in the District's Section 125 plan.

1 **Section 12.1.4.** Employees not eligible for a District contribution under Section 12.1 shall be  
2 permitted to pay their own contributions by payroll deduction for District approved health insurance  
3 plans to the extent permitted by the carriers.  
4

## 5 6 **ARTICLE XIII**

### 7 8 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

9  
10 **Section 13.1.** Upon written authorization of the employees of the collective bargaining unit, the  
11 District shall deduct from the employee's monthly pay the monthly amount of dues as certified by the  
12 Secretary of the Association and shall transmit such dues to the Public School Employees on a monthly  
13 basis.  
14

15 **Section 13.2.** It is agreed that as a condition of employment, all employees covered by this Agreement  
16 not now members of the Association shall become members within thirty (30) days of the signing of  
17 this Agreement, and new employees shall become members within thirty (30) days of employment.  
18 The rights of non-association of employees, based on bona fide religious tenets or teaching of a church  
19 or religious body of which employee is a member, are safeguarded in accordance with RCW  
20 41.56.122.  
21

22 **Section 13.3.** The Association shall indemnify the Employer and save it harmless against any and all  
23 claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken  
24 by the District at the request of the Association for the purpose of complying with the Article, provided  
25 that the action taken or not taken is in accordance with such request.  
26

27 **Section 13.4.** At the time of hire, the District will inform the new hire of the Terms and Conditions of  
28 this Article.  
29

30 **Section 13.5.** Nothing contained in this Agreement shall require Association membership of  
31 employees who object to such membership based on bona fide religious tenets or teachings of a church  
32 or religious body of which such employee is a member.  
33

34 **Section 13.6. Checkoff.** The District shall deduct PSE dues from the pay of any employee who  
35 authorizes such deductions in writing pursuant RCW 41.56.110. The District shall transmit all such  
36 funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.  
37

## 38 39 **ARTICLE XIV**

### 40 41 **GRIEVANCE PROCEDURE**

42  
43 **Section 14.1.** Grievances or complaints arising between the District and its employees within the  
44 bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or  
45 application of the Terms and Conditions of this Agreement, shall be resolved in strict compliance with  
46 this Article.  
47  
48  
49

1 **Section 14.2. Grievance Steps.**  
2

3 **Section 14.2.1.** Employees shall first discuss the grievance with their immediate supervisor. If  
4 employees so wish, they may be accompanied by an Association representative at such discussion. All  
5 grievances not brought to the immediate supervisor in accordance with the preceding sentence within  
6 twenty (20) days of the occurrence of the grievance shall be invalid and subject to no further  
7 processing.  
8

9 **Section 14.2.2.** If the grievance is not resolved to the employee's satisfaction in accordance with the  
10 preceding subsection, the employee shall reduce to writing a statement of the grievance containing the  
11 following:  
12

- 13 A. The facts on which the grievance is based;
  - 14 B. A reference to the provisions in this Agreement which have been allegedly violated; and
  - 15 C. The remedy sought.
- 16

17 The employee shall submit the written statement of grievance to the immediate supervisor for  
18 reconsideration and shall submit a copy to the official in the Administration responsible for personnel.  
19 The parties will have five (5) working days from submission of a written statement of grievance to  
20 resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is  
21 made, all parties to the grievance shall sign it.  
22

23 **Section 14.2.3.** If no settlement has been reached within the five (5) days referred to in the preceding  
24 subsection, and the Association believes the grievance to be valid, a written statement of grievance  
25 shall be submitted within fifteen (15) working days to the District Superintendent or the  
26 Superintendent's designee. After such submission, the parties will have ten (10) working days from  
27 submission of the written statement of grievance to resolve it by indicating on the statement of  
28 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.  
29

30 **Section 14.2.4.** If no settlement has been reached within the ten (10) days referred to in the preceding  
31 subsection, and the Association believes the grievance to be valid, a written statement of grievance  
32 shall be submitted within fifteen (15) working days to the District Board of Directors. After such  
33 submission, the parties will have thirty (30) working days from the submission of the written statement  
34 of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable  
35 disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the right  
36 to summon the employee for an oral statement of the grievance. The employee reserves the right to  
37 appear before the Board of Directors to explain the grievance. At any appearance before the Board of  
38 Directors, the employee may be accompanied by an Association representative or designee.  
39

40 **Section 14.2.5.** The meeting for settlement of the issue will be held under the chairmanship of the  
41 President of the School Board of Directors or a School Board member designee. This is a hearing held  
42 in executive session. The decision of the Board of Directors of the School District shall be rendered to  
43 the Association within fifteen (15) days of the meeting. The decision by the Board shall include a  
44 statement of reason if the grievance is denied. Nothing herein shall jeopardize the right of the  
45 aggrieved employee to appeal the final Board decision to a court of competent jurisdiction.  
46

47 **Section 14.3.** The Employer shall not discriminate against any individual employee or the Association  
48 for taking action under this Article.  
49

## ARTICLE XVI

### PROFESSIONAL DEVELOPMENT

**Section 15.1. Professional Growth Fund.** The District will allocate \$10,000 for 2010-2011; \$5,000 for 2011-2012; and \$10,000 for 2012-2013 for a Professional Growth Fund. Qualifications for and distribution of such Professional Growth Fund allocation shall be developed by an Association/District committee (Appendix A). Said committee will additionally report to the Board no later than May 1 annually concerning employee use of Professional Growth Fund for educational purposes.

Compensable hours worked in accordance with this section shall be at the employee's regular rate of pay. In the event the ten thousand dollars (\$10,000) to professional development is expended in a year, an additional two thousand dollars (\$2,000) will be available at the discretion of the Board. Said additional professional development funds will not be considered or available for 2011-2012. The District will allow unexpended professional growth funds to carry forward into the following fiscal year for approved Association professional growth activities provided that a District purchase order for said group activity is issued no later than August 15.

**Section 15.2. Computer Technician Certification Premium Pay.** Each employee filling the position of Computer Technician shall be granted twenty-five cents (\$0.25) per hour upon completion of an approved computer certification to a maximum of five (5) certifications. Approved certification shall be from a District list of certifications.

**Section 15.3. Mechanic Certification Premium Pay.** Each employee filling the position of Transportation Mechanic shall be granted twenty-five cents (\$0.25) per hour upon completion of an approved ASE certification to a maximum of five (5) Automotive Excellence Service (ASE) certifications. Approved certifications shall be from a District list of certifications.

**Section 15.4.** The placement of employees in Technician status on Schedule A shall be done in conformance with this section. The placement of employees under this section is not subject to the grievance procedure, but is appealable to the Superintendent, who shall render a final decision in writing.

**Section 15.4.1.** Employees who are required to possess specialized training or formally recognized skills, such as: computer technology, library systems, fluency in a foreign language, sign language, or Physical Therapy/Occupational Therapy Assistant standing, shall be paid at the Technician rate. Such employees are not protected under the grandfather provisions of Section 15.4.4..

1 **Section 15.4.2.** In order to be eligible for Technician status, an employee must have two (2) years of  
2 service with the District and must have a demonstrated ability to function at a higher level of  
3 responsibility under minimal supervision and must have met District training requirements to hold the  
4 status of Technician. Special Education Technicians must have a demonstrated ability to function at a  
5 higher level of responsibility under minimal supervision and must meet the following training  
6 requirements:

- 7
- 8 A. Maintain a current first aid card with CPR training;
- 9 B. SECURE training (or approved equivalent training);
- 10 C. Hold the status of “highly qualified”;
- 11 D. Other training required by the Director of Student Services that is specific to the employee’s  
12 special education assignment.

13  
14 This section may be bypassed by the Superintendent.

15  
16 **Section 15.4.3.** Technicians shall not be responsible for the preparation of lesson plans and  
17 determination of report card grades.

18  
19 **Section 15.4.4.** Once awarded Technician status, an employee shall be entitled to retain that status  
20 unless they voluntarily bid on a less responsible position, or are demoted as part of disciplinary action.  
21 Non-disciplinary changes in employee job demands shall result in the placing of an employee in  
22 “grandfathered” status.

## 23 24 25 **ARTICLE XVI**

### 26 27 **SALARIES AND COMPENSATION**

28  
29 **Section 16.1.** Employees shall be compensated in accordance with the provisions of this Agreement  
30 for all hours worked, as approved by the supervisor. Each employee shall receive a full accounting  
31 and itemization of authorized deductions, hours worked, and rates paid with each paycheck. All  
32 regular, full-time employees shall receive twelve (12) pay checks. Overtime, extra time, and leave  
33 without pay shall be adjusted monthly. Prior to each school year, all regular, part-time employees may  
34 select one of the following payroll options:

- 35
- 36 A. Proration of pay and sick leave over the twelve month District fiscal year (September 1  
37 through August 31). Overtime, extra time and leave without pay shall be adjusted monthly,  
38 or
- 39 B. Actual pay (including overtime, extra time and leave without pay) and accounting of sick  
40 leave for each month of work over the ten (10) month school year.

41  
42 **Section 16.2.** Salaries for employees subject to this Agreement, during the term of this Agreement, are  
43 contained in Schedule A attached hereto and by this reference incorporated herein.

1 **Section 16.3.** 2010-2011 Effective September 1, 2010, each hourly rate (Entry Rate and Job Rate) will  
2 be increased by one percent (1%). See Schedule A.

3  
4 2011-2012: Effective September 1, each hourly wage rate (Entry Rate and Job Rate) will be increased  
5 by a percentage equal to the Cost of Living Adjustment (COLA) percentage authorized and funded by  
6 the Washington State Legislature for 2011-2012.

7  
8 2012-2013: Effective September 1, 2012, each hourly wage rate (Entry Rate and Job Rate) will be  
9 increased by the Cost of Living Adjustment (COLA) percentage authorized and funded by the  
10 Washington State Legislature for 2012-2013; provided, however, either party may reopen negotiations  
11 for Schedule A for 2012-2013.

12  
13 **Section 16.4.** For purposes of calculating daily hours, time worked shall be rounded to the next one-  
14 quarter (1/4) hour.

15  
16 **Section 16.5.** Retroactive pay, where applicable, shall be paid on the first regular payday following  
17 execution of this Agreement.

18  
19 **Section 16.6.** Any twelve (12) month employee starting work after 12:00 noon shall receive an  
20 additional ten cents (\$0.10) per hour on the regular rate of pay. Employees receiving the shift  
21 differential for less than a full year shall have the differential prorated over twelve (12) months.

22  
23 **Section 16.7.** Any employee required to travel from one site to another in a private vehicle during  
24 working hours shall be reimbursed for such travel on a per-mile basis at the District rate.  
25 Bargaining unit substitute employees and new employees required to have a Commercial Driver's  
26 License as a condition of employment shall be reimbursed for actual out-of-pocket Commercial  
27 Driver's License expenses not to exceed two hundred dollars (\$200.00) after working one hundred  
28 (100) hours for the District and an additional two hundred and twenty-five dollars (\$225.00) after  
29 working an additional one hundred (100) hours for the District The total hours and total  
30 reimbursement for this benefit is four hundred and twenty-five dollars (\$425.00) for two hundred hours  
31 of work for the District as a bus driver.

32  
33 **Section 16.8.** Any employee required to travel from one site to another in a private vehicle during  
34 working hours shall be reimbursed for such travel on a per-mile basis at the District rate.

35  
36 **Section 16.9.** Employees required to remain overnight on District business shall be reimbursed for  
37 room and board expenditures.

38  
39 **Section 16.10.** For purposes of increments and vacation years of service, a year of service will be  
40 granted if an employee's date of hire is prior to February 1.

41  
42 **Section 16.11.** For Bus Mechanics, the District shall supply combination wrenches in excess of one  
43 inch and sockets in excess of one-half inch diameter drive. Each mechanic providing his own hand  
44 tools shall be reimbursed up to nine hundred dollars (\$900.00) each year for tools. Tool  
45 reimbursement requires appropriate receipts.

46  
47 **Section 16.11.1.** Up to three hundred dollars (\$300.00) each year for each maintenance employee will  
48 be reimbursed for purchase of tools. Reimbursement will be based on the employee's submission of  
49 receipts in accordance with District procedure.

1 **Section 16.12.** The District shall provide appropriate uniforms for Maintenance, Grounds and  
2 Mechanic employees. Any employee working at more than one District work site shall be provided  
3 with photo security badges.  
4

5 **Section 16.13.** For the life of this Agreement, the District shall provide a shoe allowance for each  
6 Food Service employee, each Custodian and each Transportation Mechanic of up to two hundred and  
7 twenty-five dollars (\$225.00) for the purchase of safety shoes meeting standards established by the  
8 District in consultation with the Association. To qualify for the reimbursement, an employee must be  
9 employed no less than two hundred (200) hours in a school year. The District will supply uniform tops  
10 for each Food Service employee and Transportation Mechanic. Custodians are expected to wear  
11 clothing appropriate for their work assignment.  
12

13 **Section 16.14.** The District shall provide appropriate foul weather gear for grounds and maintenance  
14 employees and mechanics whose job assignments require them to be outside. Rain slickers and  
15 umbrellas will be available at each elementary school for employee use for playground supervision.  
16

17 **Section 16.15.** Payment to employees for extra time or abbreviated shifts shall be paid to the nearest  
18 one-fourth (1/4) hour. Cleaning and inspection time shall be compensated as a part of the regular  
19 assignment.  
20

21 **Section 16.16.** The District shall authorize the purchase of United States Savings Bonds through  
22 payroll deduction.  
23

24 **Section 16.17.** Employees shall be reimbursed for out-of-pocket costs up to fifty dollars (\$50.00) for  
25 District required physical examinations. Employees shall submit their insurance documentation to the  
26 District prior to receiving payment.  
27

28 **Section 16.18.** Any new hire who was previously employed by a school district in the State of  
29 Washington, including the Snoqualmie Valley School District, and who is hired to perform work  
30 similar to that in which the new hire was previously engaged, shall be given longevity credits in the  
31 District.  
32

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

### 34 **TERM AND SEPARABILITY OF PROVISIONS**

35  
36  
37 **Section 17.1.** The term of this Agreement shall be September 1, 2010, through August 31, 2013.  
38

39 **Section 17.2.** This Agreement may be reopened and modified at any time during its term upon mutual  
40 consent of the parties on writing.  
41

42 **Section 17.3.** If any provision of this Agreement or the application of any such provision is held  
43 invalid, the remainder of this Agreement shall not be affected thereby.  
44

45 **Section 17.4.** Neither party shall be compelled to comply with any provision of this Agreement which  
46 conflicts with State of Federal statutes or regulations promulgated pursuant thereto.  
47  
48  
49

1 **Section 17.5.** In the event either of the two (2) previous sections is determined to apply to any  
2 provision of this Agreement, such provision shall be renegotiated pursuant to Section 16.3.  
3  
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5  
6 **ARTICLE XVIII**  
7

8 **SAFE WORKING CONDITIONS**  
9

10 **Section 18.1.** Employees shall notify their supervisor in writing of anything the employee considers  
11 unsafe. The supervisor's response may be appealed to the District Safety Committee.  
12

13 **Section 18.2.** Employees required to work with and repair Asbestos fibers shall be paid one and one-  
14 half (1-1/2) times the employee's hourly rate of pay for all hours so assigned. Asbestos inspection  
15 shall be at the employee's regular rate of pay.  
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Snoqualmie Valley School District No. 410  
 Schedule A  
 September 1, 2010 – August 2011

<b>JOB TITLE</b>	<b>ENTRY RATE</b>	<b>JOB RATE</b>
High School Head Custodian	18.89	19.45
Middle School Head Custodian	18.49	19.08
Elementary Head Custodian	18.23	18.78
Custodian	16.75	17.23
Head Cook High School	16.04	16.51
Head Cook Middle School	15.74	16.18
Head Cook Elementary School	15.40	15.88
Cook Middle and High School	14.00	14.38
Cook Elementary School	13.57	14.00
Cook's Helper	13.13	13.54
Delivery Person	13.11	13.50
Cashier	13.66	14.07
Maintenance II	20.57	21.18
Maintenance I	19.01	19.57
Warehouseperson	19.09	19.65
Groundsworker II	19.09	19.65
Groundsworker I	17.06	17.56
HVAC Technician	25.73	26.70
HVAC Mechanic	22.69	23.30
Instructional Assistant	14.23	14.67
Special Education Instructional Assistant	14.23	14.67
Library Technician	15.04	15.45
Special Education Technician	15.04	15.45
Computer Lab Technician	15.04	15.45
Computer Technician	-	19.35
Sign Language Interpreter	-	18.83
Registered Nurse	23.31	24.14
Nurse's Assistant	17.10	17.41
Certified Therapy Assistant (COTA)	-	23.33
Speech Language Pathologist Assistant (SI)	-	23.33
Bus Driver	18.06	18.61
Special Education Bus Driver	18.28	18.83
Mechanic II	23.97	24.68
Mechanic I	21.45	22.08
Transportation Technician	20.01	20.52
Seat Repair	-	20.52
Bus Cleaner	13.87	14.28
Driver Trainer	20.01	20.52
Career Specialist	21.96	23.81
Transition Career Specialist	17.00	17.51

Step movement from the Entry Rate to the Job Rate will be granted to employees on September 1 provided that such employees' date of hire is on or before February 1 of the previous school year.

Employees who will be entering their fifteenth (15) or more year of employment on or before February 1 shall be credited with twenty cents (\$0.20) per hour of longevity pay effective September 1.

Employees who will be entering their twentieth (20<sup>th</sup>) or more year of employment on or before February 1 shall be credited with twenty-five cents (\$0.25) per hour of longevity pay effective September 1. Longevity steps shall be cumulative.

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**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON

PUBLIC SCHOOL EMPLOYEES OF  
SNOQUALMIE VALLEY

SNOQUALMIE VALLEY SCHOOL  
DISTRICT NO. 410

BY:                   /signed by                    
                  Jill Holen, Chapter President

BY:                   /signed by/                    
                  Joel Aune, Superintendent

DATE:   March 10, 2011                  

DATE:   March 17, 2011



**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF SNOQUALMIE VALLEY AND THE SNOQUALMIE VALLEY SCHOOL DISTRICT # 410.

The Public School Employees of Snoqualmie Valley and the Snoqualmie Valley School District agree to the following:

- 1. Effective within four (4) weeks of the date of final signing of the 2007-2010 Collective Bargaining Agreement, the District shall offer fifty-two (52) weekly hours to eligible employees to restore hours lost due to early release Fridays. (See attached list of eligible employees and each employee’s assignment of additional Friday hours.) To be considered an eligible employee such employee must:
  - A. Be employed as an Instructional Assistant, Special Ed. Technician, Computer Lab Technician or Library Technician; and
  - B. Be employed in the above classification(s) before August 30, 2004.
- 2. Any offered hours by the employer that are declined by an eligible employee shall revert back to the employer; provided, however, that no more than nineteen (19) said hours would revert back to the employer. Hours that are accepted by eligible employees shall be considered part of their regular weekly assignment for the remainder of the 2010-2013 agreement. Such hours shall be factored into calculating the employees’ payroll FTE and benefit FTE for the purpose of health care benefits and wage related benefits as provided in the 2010-2013 collective bargaining agreement.
- 3. The parties agree that Section 10.9 is waived to implement this agreement.

This Memorandum of Understanding shall become effective upon signature of both parties; shall remain in effect until August 31, 2013 and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON

PUBLIC SCHOOL EMPLOYEES OF SNOQUALMIE VALLEY

SNOQUALMIE VALLEY SCHOOL DISTRICT NO. 410

BY:                   /signed by/                    
                  Jill Holen, Chapter President

BY:                   /signed by/                    
                  Joel Aune, Superintendent

DATE:           March 10, 2011          

DATE:           March 17, 2011