

**TA Agreement 6/24/15 Ratification to be held in September 2015**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**NORTHPORT SCHOOL DISTRICT #211**  
**AND**  
**PUBLIC SCHOOL EMPLOYEES OF NORTHPORT**  
**SEPTEMBER 1, ~~2012~~2015 – AUGUST 31, ~~2015~~2018**

**HOUSEKEEPING –**

1. ALL PSE of Washington – add: SEIU Local 1948
2. Title various sections throughout document for clarity (Specifically in Grievance Article)
3. Section 11.1 - Change P.S.E. to PSE

**Public School Employees of Washington/SEIU Local 1948**  
PO Box 798  
Auburn, Washington 98071-0798  
1-866-820-5652

# TA Agreement 6/24/15 Ratification to be held in September 2015

## TABLE OF CONTENTS

*NOTE: Updates will be made to TOC after all other changes have been made*

	<u>Page</u>
DECLARATION OF PRINCIPLES	1
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	3
ARTICLE III RIGHTS OF EMPLOYEES	3
ARTICLE IV RIGHTS OF THE ASSOCIATION	5
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	6
ARTICLE VI ASSOCIATION REPRESENTATION	7
ARTICLE VII HOURS OF WORK AND OVERTIME	7
ARTICLE VIII HOLIDAYS AND VACATIONS	10
ARTICLE IX LEAVES	11
ARTICLE X PROBATION, SENIORITY AND LAYOFF PROCEDURES	14
ARTICLE XI DISCIPLINE AND DISCHARGE OF EMPLOYEES	15
ARTICLE XII INSURANCE AND RETIREMENT	16
ARTICLE XIII VOCATIONAL TRAINING	17
ARTICLE XIV ASSOCIATION MEMBERSHIP AND CHECKOFF	18
ARTICLE XV GRIEVANCE PROCEDURE	19
ARTICLE XVI TRANSFER OF PREVIOUS EXPERIENCE	20
ARTICLE XVII SALARIES AND EMPLOYEE COMPENSATION	21
ARTICLE XVIII TERM AND SEPARABILITY OF PROVISIONS	22
SIGNATURE PAGE	23
SCHEDULE A	24
ADDENDUM A	25

**DECLARATION OF PRINCIPLES**

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

**PREAMBLE**

This Agreement is made and entered into between Northport School District Number 211 (hereinafter “District”) and Public School Employees of Northport, 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:

**ARTICLE 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.

# TA Agreement 6/24/15 Ratification to be held in September 2015

## 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.

Descriptions for all positions subject to this Agreement will be on file with the President of Public School Employees of Northport. Each employee will, within one hundred eighty (180) days of the signing of this Agreement, be given a copy of their own job description. New employees will be given a copy of their job description at the time of hire. Modification of existing positions, or the creation of new positions, shall require reopening of this Agreement pursuant to Article XVIII, Section 18.3.

## Section 1.4. (~~amended per LOA 8-29-11~~)

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Custodial/Maintenance, Secretarial/Clerical, Transportation, Food Service, Paraeducator and Technical Support Technician/Secretarial/Paraeducator. The District Secretary/Bookkeeper shall be exempt from the bargaining unit.

## Section 1.5. Substitute Employees.

A substitute employee is one who fills in for another employee.

1. Substitute employees who work for less than one-sixth (1/6<sup>th</sup>) of the workdays in a normal academic school year period, are not covered by this Agreement.
2. Substitute employees doing bargaining unit work who work one-sixth of a normal academic year, in any twelve (12) month period and continue to be available for work, will be included in the bargaining unit limited to benefits as required by PERS, FICA and L&I. Wages will be the starting bargaining unit wage. Seniority will not be accrued by any person hired as a substitute. No other provisions of the Collective Bargaining Agreement shall apply to substitutes.
3. Substitute employees hired to fill positions on Board approved leaves of absences will be hired for the duration of such leave, during which time they shall be subject to all provisions of this Agreement.

## Section 1.6. Temporary Positions.

Temporary positions are new positions created by the District to fill a short-term need. Temporary positions will have a specific beginning and ending date. Should the temporary position exceed sixty-(60) working days, the position will be posted pursuant to Article X, Section 10.8. Employees filling temporary positions that exceed twenty (20) consecutive or thirty (30) intermittent workdays will have benefits as provided in Article I, Section 1.5(2).

**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 Agreement, 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. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

**ARTICLE III**

**RIGHTS OF EMPLOYEES**

**Section 3.1.**

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

**Section 3.2.**

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

**Section 3.3.**

Employees subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

# TA Agreement 6/24/15 Ratification to be held in September 2015

## Section 3.4.

Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered, to appropriate officials of the Association.

## Section 3.5.

Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical handicap 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 handicapped person or others.

## Section 3.6.

There shall be only one (1) personnel file for each employee. These files shall be kept in the Superintendent's office and employees shall be permitted to inspect these files upon request to the Superintendent and/or the Superintendent's designee. At the request of the employee and at employee expense, a copy of each item placed in the personnel file shall be provided the employee within ten (10) working days of said request. No materials concerning grievances shall be added to this file unless requested by the employee.

No evaluation, correspondence, or any material making any derogatory references to anything other than an employee's work performance or their ability to perform their job shall be placed in the personnel file, the author (source) of any material must be identified on the material. In the event that derogatory remarks as permitted above are placed in any employee's personnel file, the affected employee shall be notified prior to its inclusion and shall be allowed to attach written comments to the item(s) being included.

Employees who wish documents removed from their personnel file shall submit a written request to the District identifying the objectionable item. This request shall not be unreasonably denied. Disagreement over the removal of any item shall be subject to the grievance procedure contained herein.

## Section 3.7. Evaluations.

All employees, including new employees, shall be evaluated annually, such evaluations to be completed no later than March 1 of the year in which the evaluation takes place.

The employee shall sign the school district's copy of the evaluation report to indicate that he or she has received a copy of the report. The signature of the employee does not, however, imply that the employee agrees with the contents of the evaluation report.

All employees newly employed by the school district shall be evaluated within the first ninety (90) calendar days of the commencement of their employment.

Upon completion of an evaluation by the Superintendent or his/her designee, the employee shall be provided with a copy of the evaluation.

The employee shall have the right to attach any comments to the evaluation report within ten (10) working days following the evaluation conference.

# TA Agreement 6/24/15 Ratification to be held in September 2015

## **Section 3.8.**

Employees shall be provided with a full and detailed explanation of who their supervisors are.

## **Section 3.9. Health Services to Students.**

~~Employees assigned duties as for a student with diabetes, under the parameters of RCW 28A.210.330 (2) (a, b) and employees who administer student catheterization services to a student under RCW 28A.210.280, shall be provided the training and right of refusal as described in the respective codes.~~

The District will comply with the provisions of Washington State Law regarding students with diabetes, catheterization of students and any other medical services covered under the parameters of the law. Unlicensed employees asked to administer medications or perform nursing services not previously recognized in law will be provided the training and right of refusal as described in the respective code.

## **ARTICLE IV**

### **RIGHTS OF THE ASSOCIATION**

## **Section 4.1.**

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

## **Section 4.2.**

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

## **Section 4.3.**

The District, as part of the general orientation of each new employee within the unit subject to this Agreement, shall describe the employee's rights under the Public Employees Collective Bargaining Act of 1967 and subsequent amendments thereto, and shall provide such employee with a copy of this Agreement to be furnished the District by the Association.

## **Section 4.4.**

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington/[SEIU Local 1948](#) State Organization.

# TA Agreement 6/24/15 Ratification to be held in September 2015

1 **Section 4.5.**

2 The President of the Association and designated representatives will be provided time off without loss of  
3 pay to a maximum of three (3) days per year to attend regional or State meetings when the purpose of  
4 those meetings is in the best interests of the District as determined by the District administration.  
5

6 **Section 4.6.**

7 On or before the first day of October of each year during the term of this Agreement, the District shall  
8 provide Public School Employees of Washington with the following information regarding each  
9 employee in the bargaining unit: The employee's name, address, phone number, work site and current  
10 wage. The information shall be supplemented and revised monthly as changes occur.  
11

12 **Section 4.7.**

13 Representatives of the Association, upon making their presence known to the District, shall have access  
14 to the District premises during non-duty hours, provided, that no conferences or meetings between  
15 employees and Association representatives will in any way hamper or obstruct the normal flow of work.  
16

17 **Section 4.8. Bulletin Boards.**

18 The District shall provide a bulletin board space in each school for the use of the Association. The  
19 bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin  
20 shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may  
21 not be posted. There shall be no other distribution or posting by employees or the Association of  
22 pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than  
23 herein provided.  
24

25 **Section 4.8.1.**

26 The responsibility for the prompt removal of notices from the bulletin boards after they have  
27 served their purpose shall rest with the individual who posted such notices.  
28

29 **Section 4.9. Use of District Facilities.**

30 The Association shall have the right to use school facilities and equipment at reasonable times when such  
31 equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and  
32 supplies incident to such use. The Association shall have the right to use District buildings for meetings  
33 and to transact official business.  
34

35 **Section 4.10. Use of District Communications.**

36 The Association may use school mail facilities, electronic mail, or other communication services for  
37 distribution of official Association communications. School mail and facilities shall be used for purposes  
38 intended to enhance District-employee relations. District mail facilities shall not be used to distribute  
39 materials in support or opposition to state wide election issues or election campaigns.  
40  
41  
42  
43  
44  
45  
46  
47



**ARTICLE V**

**APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

**Section 5.1.**

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

**Section 5.2.**

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

**Section 5.3.**

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

**ARTICLE VI**

**ASSOCIATION REPRESENTATION**

**Section 6.1.**

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

**ARTICLE VII**

**HOURS OF WORK AND OVERTIME**

**Section 7.1.**

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

**Section 7.2.**

Each employee shall be assigned to a definite and regular shift and workweek which shall not be changed without prior notice to the employee of three (3) calendar weeks, except in the case of an emergency during which temporary changes may take place.

# TA Agreement 6/24/15 Ratification to be held in September 2015

## Section 7.3.

Each employee shall be assigned to a definite shift with designated times of beginning and ending.

### Section 7.3.1.

The normal shift shall consist of eight (8) hours per day. Such shifts shall have a thirty (30) minute unpaid, uninterrupted meal period as near the middle of the shift as is practicable and also include a fifteen (15) minute first half and second half rest period.

### Section 7.3.2.

In the event an employee is assigned to a shift less than the normal work shift defined in Section 7.3.1, the employee shall have in their assignment one (1) of the following meal/rest periods, as appropriate. Lunch periods will be unpaid and uninterrupted.

7 ½ to 8 hour work shift                      30 minute meal period/ (2) - 15 minute rest periods

5 ¼ to 7 ¼ hour work shift                      30 minute meal period/ (1) - 15 minute rest period

3 ¼ to 5 hour work shift                      15 minute rest period

\*3 hours or less                                      no rest period

\* If employees need a short rest period during this group of shifts, due to the nature of the job responsibility, it should be worked out with their respective supervisor.

## Section 7.4.

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and 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 overtime rates.

## Section 7.5.

Employees requested to work a shift regularly filled by an employee in a higher paid classification, shall receive compensation at their experience level in the higher paid classification after they have worked five (5) days in the higher paid classification and will be paid from the first day.

### Section 7.5.1.

Employees requested to work a shift in a lower paid classification, will not sustain a loss of pay when working the requested shift.

### Section 7.5.2.

Employees requested to work in place of a teacher will receive an hourly stipend of two dollars (\$2.00). Payment pursuant to this section assumes that the employee is acting in place of a teacher either by filling in while the teacher is gone; or is responsible for direct instruction independent of the teacher. Assigned work in accordance with this section must be pre-authorized. Should the employee have daily time covered by this section, it will be noted to payroll and documented on the employee's timesheet. Incidental time will be approved and documented on the employee's timesheet at the time the employee is requested to work the assignment.

# TA Agreement 6/24/15 Ratification to be held in September 2015

## Section 7.6.

In the event of an unusual school closure due to inclement weather, plant in-operation or the like, the District will make every effort to notify each employee to refrain from coming to work. Employees reporting to work shall receive compensation for actual service rendered.

## Section 7.7.

Recognizing that personnel in the Transportation classification present special shift problems, the parties agree that shifts shall be established in that classification in relation to routes and driving times requisite to fulfilling tasks assigned by the Supervisor of Transportation; provided, however, that employees in the Transportation classification shall be entitled to the benefits of Section 7.4 to the same degree as any other employee; and provided further that all bus drivers shall receive pay for one-half (1/2) hour per day for the purpose of pre-trip and post-trip inspection, bus cleanup and bus warm-up in addition to actual hours of driving time. All trips other than regular daily scheduled bus runs shall be compensated at the employee's base hourly rate for the duration of the trip; provided, however, that bus drivers shall be subject to the provisions relative to overtime hereinafter provided. If there are thirty (30) minutes or less between assignments, the base hourly rate shall continue uninterrupted. Drivers will receive a minimum of one (1) hour pay for each Driver's Staff Meeting. Drivers and substitute drivers shall receive a minimum of two (2) hours pay for each duty call. A duty call is defined as any work other than the normal work shift and work day, noncontiguous with the normal work shift or work day.

### Section 7.7.1. Extra Trips.

Extra trips shall be defined as all transportation runs requiring a qualified bus driver which do not occur on a regular and daily basis and shall be regulated as follows:

#### Section 7.7.1.1.

Extra trips shall be assigned on the basis of a rotating roster established by seniority. Trips shall be offered to the driver at the top of the roster. In the event that the driver at the top of the list declines a trip, the District may assign that trip to any qualified driver; provided that, regular drivers who would not require payment of overtime if they took the trip shall be given priority over non-regular drivers in this assignment. Drivers taking or declining a trip shall rotate to the bottom of the list.

#### Section 7.7.1.2.

No temporary or substitute driver shall be used for extra trips unless a regular driver is not available or as otherwise provided in this Article.

#### Section 7.7.1.3.

Drivers shall use their regularly assigned bus on extra trips whenever practical. For each bus a driver is assigned on any given day, the driver will be paid one-half (1/2) hour for the purpose of pre-trip and post-trip inspection, bus warm-up and bus cleanup in addition to actual hours of driving time.

#### Section 7.7.1.4.

No driver or substitute driver will lose wages because the route-bus assigned is out of service for repair or out of town on an extra trip and the bus routes are combined. If not notified, the driver or substitute driver will be paid for a 2-hour call out.

# TA Agreement 6/24/15 Ratification to be held in September 2015

## Section 7.7.1.5.

Regular drivers, as of September 1, 1990, who are required to maintain active driving status by adding the costs of additional endorsements, tests, and physicals, will be reimbursed for those costs.

## Section 7.7.1.6.

As a general rule, drivers will have their own accommodations on overnight trips. However, in unusual circumstances and in consultation with the driver the district may request that a driver room with a student.

When an overnight trip leaves late in the day for a return trip to the District late hotel checkout will be an option for the driver. Such arrangements will be the responsibility of the driver.

## Section 7.7.1.7.

Drivers while in paid status (driving or layover time) will be expected to assist as necessary and/or requested with the supervision of students.

## Section 7.8. Overtime.

All compensated hours over forty (40) in one week will be paid at time and one-half (1 ½ ). For example, if a holiday falls in the workweek and the employee works more than thirty-two (32) hours, he/she will be paid for all hours worked beyond thirty-two (32) hours at time and one-half (1 ½ ).

## Section 7.9.

All classified employees will be paid to attend a three (3) hour minimum orientation day at the beginning of each school year.

## Section 7.10.

School year only employees will work a 180-day work year. On days when students are not scheduled, the employee will have the option to work or not work; provided however that the District may require an employee to work a non-student day and will notify the employee at least five (5) workdays prior to the assigned day. Employees will notify their supervisor of their intent to work a non-student day following established District procedure.

## ARTICLE VIII

### HOLIDAYS AND VACATIONS

## Section 8.1.

Each twelve (12) month employee subject to this Agreement shall receive the following paid holidays which fall within their work year:

- |                    |                                  |
|--------------------|----------------------------------|
| 1. New Year's Day  | 7. Thanksgiving Day              |
| 2. Presidents' Day | 8. Day after Thanksgiving        |
| 3. Memorial Day    | 9. Day before or after Christmas |

# TA Agreement 6/24/15 Ratification to be held in September 2015

- 4. Independence Day
- 5. Labor Day
- 6. Veterans' Day(third Monday in January)
- 10. Christmas Day
- 11. Martin Luther King, Jr. Birthday

## **Section 8.1.1.**

Each less than twelve (12) month employee subject to this Agreement shall receive the following paid holidays:

- 1. New Year's Day
- 2. Presidents' Day
- 3. Memorial Day
- 4. Labor Day (providing it falls within their work year)
- 5. Veterans' Day
- 6. Thanksgiving Day
- 7. Christmas Day
- 8. Day after Christmas
- 9. Martin Luther King, Jr. Birthday (third Monday in January)

## **Section 8.2.**

Each twelve (12) month employee subject to this Agreement shall receive the following paid vacations:

- |  |         |
|--|---------|
| Upon completion of one (1) year of service       | 5 Days  |
| Upon completion of five (5) years of service     | 10 Days |
| Upon completion of ten (10) years of service     | 15 Days |
| Upon completion of fifteen (15) years of service | 20 Days |

Each twelve (12) month employee working less than one (1) year shall receive a prorated amount of vacation after one (1) year of service.

Unused vacation may be carried over for one (1) year with approval of the District. No vacations may be carried over for more than one (1) year beyond the date on which it became due; provided, however, no employee shall be denied vacation benefits due to District employment needs.

Vacation requested during the school year and vacation requests that exceed ten (10) consecutive workdays require prior approval of the School Board of Directors. The employee will submit a written vacation request, no later than the regularly scheduled School Board meeting prior to the requested vacation. Once the request is submitted, the employee will be given a response, in writing within ten (10) working days of the School Board meeting following submission.

## **Section 8.3. Holidays during Vacation.**

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

ARTICLE IX

LEAVES

Section 9.1. Sick Leave (Family Illness, Injury and Emergency Leave).

Section 9.1.1.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick leave per school year. An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated up to the number of days an employee works in a year. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee’s normal daily work shift; provided, however, that should an employee’s normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee’s normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. Sick leave may be used by the employee for family illness. The family, for purpose of this section, is defined in Section 9.2.

Section 9.1.1.1. Sick Leave Attendance Incentive Program.

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) days monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day’s monetary compensation.

Section 9.1.1.2.

At the time of separation from school district employment, an eligible employee or the employee’s estate shall receive remuneration at a rate equal to one (1) days current monetary compensation for each four (4) full days accrued leave for illness or injury. An eligible employee means (as defined in RCW 28A.400.210 [2]):

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

# TA Agreement 6/24/15 Ratification to be held in September 2015

## Section 9.1.2.

In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

## Section 9.1.3.

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

## Section 9.2. Bereavement Leave.

Each employee shall be entitled to a maximum of three (3) days leave with pay for absence caused by death to an employee's child, spouse, parent, step-parent, grandparent, grandchild, sibling, or parent-in-law or a person living in the household of the employee. Such leave shall not be deducted from sick leave. Bereavement leave is noncumulative. Additional leave may be granted at the discretion of the Superintendent.

## Section 9.3. Personal Leave.

Each employee shall be entitled to two (2) days personal leave paid per year. Personal Leave is neither sick leave nor bereavement leave and is noncumulative.

## Section 9.4. Maternity Leave.

Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave must return to work not later than one (1) year following the granting of the maternity leave. Employees granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance with Section 9.1.1 above. Before returning to work, the employee must be certified by her physician as ready and able to return.

## Section 9.5. Paternity Leave.

A male employee, upon request, may be granted up to three (3) days leave, on or about the date of the birth of his child. Such leave shall be deducted from that accumulated pursuant to Section 9.1.1 above.

## Section 9.6. Judicial Leave.

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

## Section 9.7. Additional Leave.

The District will provide additional leave in accordance with Washington state law, including Domestic Violence Leave and Faith or Conscience Leave. Additional information about specific leaves can be found at [www.leg.wa.gov](http://www.leg.wa.gov).

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

2  
3 **Section 9.7.1.**

4 Upon recommendation of the immediate supervisor through administrative channels to the  
5 Superintendent, and upon approval of the Board of Directors, an employee may be granted a  
6 leave of absence without pay for a period not to exceed one (1) year; provided, however, if such  
7 leave is granted due to extended illness, one (1) additional year may be granted.  
8

9 **Section 9.7.2.**

10 The returning employee will be assigned to the position occupied before the leave of absence.  
11 Employees hired to fill positions of employees on leave of absence will be hired for a specific  
12 period of time, during which they shall be subject to all provisions of this Agreement. It shall be  
13 the responsibility of the employer to inform replacement employees of these provisions.  
14

15 **Section 9.7.3.**

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

23 **ARTICLE X**

24 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

25  
26 **Section 10.1.**

27 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
28 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost  
29 as hereinafter provided. If more than one employee is hired on the same day, seniority position will be  
30 drawn by lot.  
31  
32

33 **Section 10.2.**

34 Each new hire shall remain in a probationary status for a period of ninety (90) workdays following the  
35 hire date (one-half [1/2] of probation must occur during student year). At the conclusion of the ninety (90)  
36 workday probation should the employees performance be less than satisfactory, the district may extend  
37 the probation in forty-five (45) workday increments to a total probation period of not more than one  
38 hundred-eighty (180) workdays. During this probationary period the District may discharge such  
39 employee at its discretion. The District will notify the association president of any probation extension.  
40

41 **Section 10.3.**

42 Upon completion of the probationary period, the employee will be subject to all rights and duties  
43 contained in this Agreement retroactive to the hire date.  
44

45 **Section 10.4.**

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

- 47 A. Resignation;



# TA Agreement 6/24/15 Ratification to be held in September 2015

- B. Discharge for justifiable cause; or
- C. Retirement.

## **Section 10.5.**

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

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

## **Section 10.6.**

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

### **Section 10.6.1.**

Employees who change job classifications within the bargaining unit shall retain their seniority earned within their previous classification.

## **Section 10.7.**

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

## **Section 10.8.**

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

### **Section 10.8.1. Posting Increase/Decreases.**

Positions that increase or decrease by more than one-half (1/2) hour for pay purposes, within a given school year, shall be considered open and shall be posted.

## **Section 10.9.**

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority over junior employees and outside candidates in filling vacant positions in the classification held immediately prior to layoff. Names shall remain on the reemployment list for two (2) years. Employees on layoff status will be called first when a substitute is needed, if qualified.

# TA Agreement 6/24/15 Ratification to be held in September 2015

## Section 10.10.

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

## Section 10.11.

An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not comply with the requirements of Section 10.10, or if the employee does not respond to the offer of reemployment within five (5) working days and does not report to work within ten (10) working days following the response.

## Section 10.12.

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

## 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 justification for discipline or discharge shall be given to the employee in writing at a meeting with a bargaining unit representative or the Field Representative of [P.S.E.PSE.](#)

## Section 11.2.

If the District has reason to reprimand an employee, it shall be done in a manner which does not intentionally embarrass the employee before the public or other employees.

## Section 11.3.

The District shall notify employees of its intent to rehire them for the next school year, prior to the employee's last working day of the current school year. In the event the District's intent is to rehire an employee, such notification shall include the following information: job title, salary, hours to be worked and work site to which the employee is to be assigned. All provisions of the rehire notification shall be consistent with terms and conditions of this Agreement and shall be altered only for justifiable cause pursuant to Section 11.1 above.

## Section 11.4.

Employees shall notify the District of their intent to return to work within ten (10) working days of being notified of their rehire.

## Section 11.5.

The issue of justifiable cause as it pertains to this Article shall be resolved in accordance with the grievance procedure contained herein.

**ARTICLE XII**

**INSURANCE AND RETIREMENT**

**Section 12.1.**

The District shall pay the State allotted rate of insurance per month for all employees working 1,440 or more hours per year who are enrolled in District approved Medical, Dental and Vision Insurance programs. Those employees who work less than 1,440 hours per year shall receive a pro-rated amount of the State allotted rate of insurance per month as the number of hours they work bears to 1,440 hours.

All payments shall be on a twelve (12) month basis. Unused funds shall be pooled. Pooled funds will be distributed on an equal need basis; provided however that no employee will receive funds beyond their out of pocket costs.

The District shall pay K-12 “carve out” per month. The pool date cut-off will be October 1 each year. Any new hire after October 1 will be paid pro-rated for insurance purposes directly to insurance company for the first year only. The ensuing year the employee will participate in the pool, provided that the employee must be .5 FTE for insurance purposes or have held a position with the District for five (5) years in order to be eligible for insurance pool.

**Section 12.2.**

The District shall provide tort liability coverage for all employees subject to this Agreement.

**Section 12.3.**

The District shall make required contributions for State Industrial Insurance on behalf of all employees subject to this Agreement.

**Section 12.4.**

The District shall make contributions to the Washington State Unemployment Compensation Fund requisite to providing unemployment benefits for all employees subject to this Agreement.

**Section 12.5.**

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees’ Retirement System (PERS) or the Washington State School Employees’ Retirement System (SERS), the District shall report all hours worked, whether straight time, overtime, or otherwise.

**Section 12.6.**

All employees subject to this Agreement shall be entitled to participate in any tax deferred plans available to the employee, including but not limited to VEBA plans or tax sheltered annuities. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee’s salary.

ARTICLE XIII

VOCATIONAL TRAINING

**Section 13.1.**

In the mutual interests of the District and the Association, the District shall cause funds to be available which may be used by employees subject to this Agreement, for vocational improvement. Any expenditures must have prior administrative approval.

**Section 13.2.**

Such funds may be utilized for the following purposes:

**Section 13.2.1.**

Salary and reimbursement for employees subject to this Agreement to attend recognized vocational courses.

**Section 13.2.2.**

Expenses and materials to establish courses of study within the confines of the District which would be of mutual benefit to the employee and the District.

**Section 13.2.3.**

Purchase of recognized vocational courses from local, State, or National Educational Institutes which would improve the potential of employees subject to this Agreement.

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

**Section 14.1. Membership.**

Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing shall, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.

**Section 14.5-2. Notification to Association.**

The District will notify the Association of all new hires within ten (10) working days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

**Section 14.2.**

~~All employees subject to this Agreement who are not members of the Association on the effective date of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement.~~

# TA Agreement 6/24/15 Ratification to be held in September 2015

## Section 14.3.

~~The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of this Agreement. The service charge will be equivalent to the current agency fee, as determined by the Association not later than December 1 of each instructional year. This service charge shall be collected by the Association in the same manner as monthly dues.~~

## Section 14.4.

~~Any employee who refuses to become a member of the Association in good standing or pay the service charge in accordance with the previous sections, shall, at the option of the Association, be immediately discharged from employment by the District.~~

## Section 14.5.

~~The District will notify the Association of all new hires within ten (10) working days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.~~

## Section 14.6.

~~Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.~~

## Section 14.3. Dues/Representation Fees/Service Fees.

Each employee subject to this Agreement, as a condition of employment, will contribute to the Association by choosing one of the options below, by signing an authorization card, within thirty (30) calendar days of the effective date of this Agreement or within thirty (30) calendar days of the hire date, whichever is applicable.

### Section 14.3.1. Association Membership.

As a condition of employment, each new employee may choose to become an Association member in good standing by paying monthly dues. Maintaining membership with the Association entitles the member to added benefits.

### Section 14.3.2. Representation Fee.

Employees will have the option of declining to participate as a member of the Association, yet contribute financially to the activities of the Association for representation of such employee as a member of the Collective Bargaining unit. Therefore, as a condition of employment, as an alternative to, and in lieu of the membership requirements of #1 above, an employee who declines membership in the Association will pay to the Association, each month, the representation fee as a contribution towards the administration of this Agreement in an amount

# TA Agreement 6/24/15 Ratification to be held in September 2015

1 equal to the regular monthly dues, less assessments and/or political contributions. This fee will  
2 be collected by the Association in the same manner as monthly dues.

### 3 4 **Section 14.3.3. Religious Non-Association.**

5 Nothing contained in this Agreement will require Association membership of employees who  
6 object to such membership based on bona fide religious tenets or teachings of a church or  
7 religious body of which such employee is a member. Such employee, as a condition of  
8 employment, will pay a service charge amount equivalent to normal dues to a nonreligious  
9 charity or other charitable organization mutually agreed upon by the employee and the  
10 Association.

11  
12 An employee seeking to exercise the right to religious non-association will notify the local PSE  
13 Chapter President in writing of the desire to do so, with a copy of the notification provided to  
14 the employer's payroll office. The notification will state the basis for the employee's assertion  
15 of the right of religious non-association, and a nonreligious charity, selected from the PSE state  
16 master list of nonreligious charities, to which the employee desires contributions to be made. At  
17 the time notification is given, the objecting employee will execute a payroll deduction  
18 authorization in favor of the selected charity. If there is a dispute regarding the employee's  
19 eligibility for religious non-association, or the charity to which contributions will be paid, the  
20 employer will commence withholding PSE dues which the employee would otherwise be  
21 obligated to pay and these dues will be held by the employer until the dispute is resolved. Upon  
22 resolution, the amounts will be paid over to the appropriate entity. If the employee and the  
23 Association cannot agree, the dispute will be resolved by the Public Employees Relation  
24 Commission (PERC) pursuant to RCW 41.56.122.

### 25 26 **Section 14.4. Change of Rate.**

27 The Association will notify the District no later than December 1<sup>st</sup> of any change to the service charge  
28 dues rate.

### 29 30 **Section 14.5. Voluntary Political Action Contribution (COPE).**

31 The District will upon receipt of a written authorization form that conforms to legal requirements,  
32 deduct from the pay of such bargaining unit employee the amount of contributions the employee  
33 voluntarily chooses for deduction for political purposes and will transmit the same to PSE on the PSE  
34 dues remittal check. The employee may revoke the request at any time.

### 35 36 **Section 14.7.6. Checkoff.**

37 The District shall deduct PSE dues, assessment(s), representation fees, ~~or~~ service charges or voluntary  
38 political contributions from the pay of any employee who authorizes such deductions in writing pursuant  
39 to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public  
40 School Employees of Washington/SEIU Local 1948 on a monthly basis.

### 41 42 **Section 14.7. Hold Harmless.**

43 The Association agrees to defend, indemnify, and hold the District harmless against any and all claims,  
44 suits, orders or judgments brought or issued against the District as a result of any action taken or not  
45 taken by the District under the provisions of this Article.

**ARTICLE XV**

**GRIEVANCE PROCEDURE**

**Section 15.1.**

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

**Section 15.2. Grievance Steps.**

**Section 15.2.1. Step 1.**

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

**Section 15.2.2. Step 2.**

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

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

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

**Section 15.2.3. Step 3.**

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

**Section 15.2.4. Step 4.**

If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days to the District Board of Directors. After such submission, the parties will have thirty (30) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors



# TA Agreement 6/24/15 Ratification to be held in September 2015

1 reserves the right to summon the employee for an oral statement of the grievance. The employee  
2 reserves the right to appear before the Board of Directors to explain the grievance. At any  
3 appearance before the Board of Directors, the employee may be accompanied by an Association  
4 representative or designee.  
5

## 6 Section 15.2.5. Step 5.

7 If no settlement has been reached within the thirty (30) days referred to in the preceding  
8 subsection, and the Association believes the grievance to be valid, the employee may demand  
9 arbitration of the grievance. The arbitration panel shall consist of one representative from the  
10 Association, one representative from the District, and a third person to be selected by the two.  
11 Within ten (10) days of the expiration of the thirty (30) day period referred to in the preceding  
12 subsection, the District and the Association shall submit to the other the names of the  
13 representatives referred to herein. Within ten (10) days of the submission of the representatives,  
14 the two shall meet and select a third arbitrator. If the two cannot agree on the third arbitrator  
15 within five (5) days of the first meeting, the third arbitrator shall be selected by the Public  
16 Employment Relations Commission, upon demand from either party. The arbitration panel shall  
17 hold such hearing under oath as it may, in its sole discretion require. Within thirty (30) days of its  
18 first meeting, the arbitration panel shall make its award in writing. The decision of the arbitration  
19 panel shall be final and binding on the parties.  
20

## 21 Section 15.3.

22 The grievance or arbitration discussions shall take place whenever possible on school time. The  
23 employer shall not discriminate against any individual employee or the Association for taking action  
24 under this Article.  
25  
26  
27

## 28 **ARTICLE XVI**

### 29 **TRANSFER OF PREVIOUS EXPERIENCE**

#### 30 Section 16.1.

31  
32 When any employee leaves a school district within the State and commences employment with this  
33 District, the employee shall retain the same leave benefits and other benefits that the employee had in the  
34 previous position.  
35  
36

#### 37 Section 16.1.1.

38 If this district has a different system for computing leave benefits and other benefits, then the  
39 employee shall be granted the same leave benefits and other benefits as an employee in the  
40 district who has similar occupational status and total years of service.  
41

#### 42 Section 16.1.2.

43 A new employee may be given longevity credit on the salary schedule based on like work  
44 experience outside of school district employment. Such longevity will be applied using one salary  
45 schedule step for every two years of experience to a maximum placement at Step 3.  
46  
47



**ARTICLE XVII**

**SALARIES AND EMPLOYEE COMPENSATION**

**Section 17.1.**

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

**Section 17.2.**

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

**Section 17.2.1.**

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVIII, Section 18.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

**Section 17.2.2.**

Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement if possible, and in any case not later than the second regular pay day. In the case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such retroactive pay shall be paid on the first regular pay day following agreement on such schedule, if possible, and in any case not later than the second regular pay day.

**Section 17.2.3.**

Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement; provided, the employee has been actively employed continuously for at least one-half (1/2) of the previous employment year.

**Section 17.3.**

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

**Section 17.4.**

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per mile basis at the current U.S. General Services Administration rate.

**Section 17.5.**

Any employee required to remain overnight on District business shall be reimbursed for room and board expenditures. Employees who are on District business outside of the District during meal periods shall be reimbursed for such meals. Such reimbursement will be at the current U.S. General Services Administration rate.

**TA Agreement 6/24/15 Ratification to be held in September 2015**

**ARTICLE XVIII**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 18.1.**

The term of this Agreement shall be September 1, ~~2012~~2015 to August 31, ~~2015~~2018.

**Section 18.2.**

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

**Section 18.3.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate insurance and Schedule A herein; with exception for the years 2016-2017 and 2017-2018. ~~and provided further, that t~~This Agreement shall be reopened as necessary to consider the impact of any legislation which occurs~~enacted~~ following execution of this Agreement. Either party may demand the contract be reopened when legislation enacted ~~-which may arguably-~~ affects the terms and conditions herein or create authority to alter personnel practices in public employment. The parties also agree to open the contract as necessary to negotiate the impact of the No Child Left Behind Act (ESEA reauthorization) signed January 8, 2002.

**Section 18.4.**

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

**Section 18.5.**

Neither party shall be compelled to comply with any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

**Section 18.6.**

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 18.3.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40

**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948  
NORTHPORT CHAPTER

NORTHPORT SCHOOL DISTRICT #211

BY: \_\_\_\_\_  
Sara Brown, Chapter President

BY: \_\_\_\_\_  
Don Baribault, Superintendent

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

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

SCHOOL BOARD

BY: \_\_\_\_\_  
Peter S. Klaus, School Board Chair

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

**TA Agreement 6/24/15 Ratification to be held in September 2015**

**SCHEDULE A  
NORTHPORT SCHOOL DISTRICT  
SEPTEMBER 1, 2015 - AUGUST 31, 2016**

	<u>Year</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11 to 15</u>	<u>16 to 20</u>	<u>21 to 25</u>	<u>26 to 30</u>	<u>31 to 35</u>
<b>Custodian/Maintenance</b>																
Custodian		12.00	13.00	13.31	13.52	13.85	14.26	14.83	15.26	15.63	15.78	15.98	16.13	16.78	17.13	17.53
<b>Secretarial/Clerical</b>																
Secretary		12.00	13.43	13.82	14.23	14.58	14.84	15.35	15.73	16.11	16.26	16.46	16.71	17.01	17.36	17.76
<b>Transportation</b>																
Driver		13.55	13.65	13.77	14.18	14.53	14.88	15.40	15.77	16.15	16.30	16.50	16.75	17.10	17.45	17.85
Bus Maintenance Specialis		13.54	13.94	14.35	14.78	15.14	15.52	16.05	16.44	16.84	16.99	17.19	17.44	17.74	18.09	18.49
Mechanic		14.87	15.94	16.65	17.39	17.82	18.26	18.86	19.32	19.79	19.94	20.14	20.39	20.69	21.04	21.44
Driver Trainer		14.95	16.56	17.05	17.56	17.99	18.44	19.04	19.51	19.99	20.14	20.34	20.59	20.89	21.59	21.99
<b>Food Service</b>																
Cook		12.00	13.00	13.31	13.52	13.85	14.26	14.83	15.26	15.63	15.78	15.98	16.13	16.78	17.13	17.53
Lead Cook		14.00	15.00	15.31	15.52	15.85	16.26	16.83	17.26	17.63	17.78	17.98	18.13	18.78	19.13	19.53
<b>Paraeducator</b>																
		12.00	12.50	13.00	13.20	13.40	13.60	13.80	14.00	14.20	14.40	14.90	15.40	15.90	16.40	16.90
<b>Tech Support</b>																
		15.50	16.68	17.26	17.71	18.16	18.61	19.21	19.66	20.14	20.29	20.49	20.74	21.04	21.39	21.79
<b>Transportation/ Maintenance/ Custodial Supervisor</b>																
		17.80	18.80	19.80	20.00	20.20	20.40	20.60	20.80	21.00	21.20	21.40	21.60	21.80	22.00	22.20

## TA Agreement 6/24/15 Ratification to be held in September 2015

Any legislative dollar amount received by the District from the state generated by PSE represented employees, for cost of living (COLA), in years 2016-17 and 2017-18 will be evenly distributed on the schedule A.

### **LONGEVITY PAY**

~~Upon completion of the 6<sup>th</sup> year through the 10<sup>th</sup> year add \$0.15 to the employee's last hourly wage.~~

~~Upon completion of the 10<sup>th</sup> year through the 15<sup>th</sup> year add \$0.20 to the employee's last hourly wage.~~

~~Upon completion of the 15<sup>th</sup> year through the 20<sup>th</sup> year add \$0.25 to the employee's last hourly wage.~~

~~Upon completion of the 20<sup>th</sup> year through the 25<sup>th</sup> year add \$0.30 to the employee's last hourly wage.~~

~~Upon completion of the 25<sup>th</sup> year through the 30<sup>th</sup> year add \$0.35 to the employee's last hourly wage.~~

~~Upon completion of the 31<sup>st</sup> year through the 35<sup>th</sup> year add \$0.40 to the employee's last hourly wage.~~

~~Cost of living from the state will be applied to employees equally.~~

~~In 2010-2011 an additional column will be included in Schedule A for "9 or more" years. The "8 or more" column will be amended to read "8 Years". The "9 or more" column will be 2.5% greater than the "8 Years" column.~~

**TA Agreement 6/24/15 Ratification to be held in September 2015**

**SCHEDULE A  
NORTHPORT SCHOOL DISTRICT  
ADDENDUM A**

ADDITIONAL PAY FOR CREDITS/CLOCK HOURS EARNED

Any employee may seek to improve his/her earning position by taking classes and workshops approved by the District. Credits or clock hours earned and may be applied to the following schedule for salary enhancement. This section will begin in the 1998-99 school year.

10 clock hours equals one (1) credit.

<u>5 Credits</u>	<u>10 Credits</u>	<u>15 Credits</u>	<u>30 Credits</u>	<u>45 Credits</u>	<u>90 Credits</u>
\$0.05	\$0.10	\$0.15	\$0.50	\$1.00	\$1.50

The District has reviewed and evaluated all current employee credit/clock hour records and have agreed to pay for those approved credits.

All new credit/clock hours will be submitted to the payroll clerk by September 1 of each year in order for the employee to be able to receive salary enhancement pay at the end of October.

SCHEDULE A PROVISIONS

CREDIT/CLOCK HOURS

1. Credit or hours required to maintain licensing will not be counted, such as bus driver certification requirements, spray license, waste water treatment license, etc. for salary enhancement. Hours or classes required to maintain certification for licensing will be at District expense. First Aid or EMT training will not apply toward salary enhancement.
2. Only classes or workshops that are appropriate for the employee's position will be applicable for salary enhancement. Classes or workshop hours will be counted in the classification they apply. In the event a District employee secures a position in a different classification only those hours that pertain to the new classification will apply. At the time of the change in classification a determination and a sign off between the District and the employee will be made on applicable hours for the new position.
3. Prior approval will be secured from the Superintendent by the participant of the workshop or class before the District will grant the credits or clock hours toward salary enhancement. If the employee is dissatisfied with the decision of the Superintendent, the employee may appeal this decision through the proper channels.
4. An employee may not progress beyond the ninety (90) credit clock hours on the salary enhancement schedule.
5. This salary enhancement proposal may be opened for discussion on an annual basis.

**TA Agreement 6/24/15 Ratification to be held in September 2015**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

- 6. All employees new to the District in a permanent position shall be placed at year zero (0) on Schedule A, subject to the terms of Section 16.1.2. A new employee shall be considered as one who has never worked for the District previously or who worked as a substitute in that classification for less than ninety (90) days. This does not apply to employees presently employed by the District who change or add a classification or those substitutes who have worked in that job classification for more than ninety (90) days previously.
- 7. All classes approved will become a part of the employee’s permanent personnel file.
- 8. Classes in the following general areas may be approved for general application for all classifications: Stress Management; Personnel Management; Interpersonal Relationships; General Studies (Math, Language Arts, etc.).