

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Mill A SCHOOL DISTRICT

AND

**PUBLIC SCHOOL EMPLOYEES OF
Mill A**

September 1, 2016 - August 31, 2019



Public School Employees of Washington/SEIU Local 1948

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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.

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PREAMBLE

This Agreement is made and entered into between Mill A School District Number 31 (hereinafter "District") and Public School Employees of Mill A, an affiliate of PSE/SEIU Local 1948 of Washington (hereinafter "Association").

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

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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 1.3, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

The District will discuss all proposed new or modified positions with the Association president and the employee whose working conditions or pay are being affected prior to finalizing the changes. Pay and working conditions will be agreed to in a reasonable period of time. The District will present finalized position descriptions that affect working conditions and pay rates to the Association president and the employee who is affected by the modification. Descriptions for all positions subject to this Agreement are attached and become a part of this Agreement.

Section 1.3.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees of Mill A. The superintendent's confidential administrative assistant will be excluded from this agreement by law [RCW 41.59.020(ii)].

Section 1.3.1.

Less than full-time employees in the above general job classifications are included in the bargaining unit. The term "less than full-time employees" includes but is not limited to substitute employees who are employed by the District for more than thirty (30) cumulative days within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for employment as substitutes.

Section 1.3.2.

Substitute, as defined in Section 1.3.1, shall be subject to Article XIV and Schedule A. All other provisions of this agreement shall not apply.

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.

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.

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ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that 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 the Association and/or the superintendent of the District for discussion.

Section 3.3.

Employees subject to this Agreement have the right to have an Association representative or other persons present at discussions between themselves and the superintendent as provided in the grievance procedure. Employees shall have the right to representation when disciplinary action is taken or when the employee reasonably believes that there is the potential of disciplinary action that may affect their employment.

Section 3.4.

Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement who are members of a protected class as defined under current Federal and State law 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 3.5.

The District will maintain a personnel file on each employee. All personnel files will be kept in the District administration office. Any employee shall have the right upon request, and after making an appointment for that purpose with the superintendent or the confidential secretary, to review the contents of his/her official personnel file. The review shall be made in the presence of the superintendent who is responsible for keeping these files safe and confidential. During the review, employees shall be allowed to copy any material therein and shall be permitted to make a written inventory of material there and, on request, have such inventory signed and dated by the superintendent.

Section 3.6.

Any material that would be viewed as derogatory to the employee shall be reviewed with the employee before placing it in the personnel file.

1 **Section 3.7.**

2 Each employee reserves and retains the right to delegate any right contained in this Agreement,
3 exclusive of compensation for services rendered, to appropriate officials of the Association. Such
4 delegation in grievance matters starts with the formal grievance.
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8 **ARTICLE IV**

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10 **RIGHTS OF THE ASSOCIATION**

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12 **Section 4.1.**

13 The Association has the right and responsibility to represent the interests of all employees in the unit,
14 to present its views to the District on matters of concern either orally or, upon request, in writing and to
15 enter collective negotiations with the object of reaching an agreement applicable to all employees
16 within the unit.
17

18 **Section 4.2.**

19 The Association shall promptly be notified by the District of any grievances or disciplinary actions of
20 any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure
21 Articles contained herein. The Association is entitled to have an observer at hearings conducted by
22 any District official or body arising out of grievance and to make known the Association's views
23 concerning the case.
24

25 **Section 4.3.**

26 The Association reserves and retains the right to delegate any right or duty contained herein to
27 appropriate officials of the PSE/SEIU Local 1948.
28

29 **Section 4.4.**

30 The president of the Association will be provided time off without loss of pay to a maximum of two
31 (2) days per year to attend regional or state meetings when the purpose of those meetings is in the best
32 interests of the District as determined by the District administration.
33

34 **Section 4.5.**

35 Representatives of the Association, upon making their presence known to the District, shall have
36 access to the District premises; provided, that no conferences or meetings between employees and
37 Association representatives will in any way hamper or obstruct the normal flow of work.
38

39 **Section 4.6.**

40 The District shall provide a bulletin board space in each school for the use of the Association. The
41 bulletins posted by the Association are the responsibility of the officials of the Association. Each
42 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
43 bulletins may not be posted. There shall be no other distribution or posting by employees or the
44 Association of pamphlets, advertising, political matter, notices of any kind, or literature on District
45 property, other than herein provided.
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1 **Section 4.7.**

2 The District will provide the Association president with a copy of the board agenda and a copy of the
3 board minutes.
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7 **ARTICLE V**

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9 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**
10

11 **Section 5.1.**

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

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21 **ASSOCIATION REPRESENTATION**
22

23 **Section 6.1.**

24 The Association representative shall represent the Association and employees in meetings with
25 officials of the District to discuss appropriate matters of mutual interest. They may receive, and
26 investigate to conclusion, complaints of grievances of employees on District time and thereafter advise
27 employees of rights and procedures outlined in this Agreement and applicable regulations or directives
28 for resolving the grievances or complaints. This does not, however, preclude the Association's right to
29 pursue the matter to conclusion. The Association may consult with the District on complaints without
30 a grievance being made by an individual employee.
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34 **ARTICLE VII**

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36 **HOURS OF WORK AND OVERTIME**
37

38 **Section 7.1.**

39 Each employee shall be assigned to a definite and regular shift and workweek which shall consist of
40 five (5) consecutive days, followed by two (2) consecutive days of rest. The shift and workweek shall
41 not be changed without prior written notice to the employee of one (1) calendar week.
42

43 **Section 7.2.**

44 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the
45 District will make every effort to notify each employee to refrain from coming to work. Employees
46 who were not notified of the school closure and report to work shall receive a minimum of two (2)
47 hours pay at their base rate. Employees who report and receive two (2) hours pay can be asked to work
48 for the District during this time when possible.

1 **Section 7.3.**

2 Each employee that works a full shift is entitled to a thirty (30) minute duty free lunch and two (2)
3 fifteen (15) minute rest periods, one before lunch and one after lunch. A full shift shall consist of eight
4 and one-half (8½) hours for eight (8) hours compensation.
5

6 **Section 7.3.1.**

7 Each employee assigned to a shift that is less than a full shift as previously defined in this Article
8 shall be entitled to a thirty (30) minute duty free lunch after four (4) hours work, and a fifteen
9 (15) minute rest period after two (2) hours of work, and an additional fifteen (15) minute rest
10 period after six (6) hours of work. Rest periods shall be compensated as part of the work day.
11

12 **Section 7.4.**

13 Employees required to work through their regular lunch periods will be given time for a duty free
14 lunch at a time agreed upon by the employee and supervisor. In the event the District requires an
15 employee to miss a lunch period and the employee works the regular work day including lunch period,
16 the employee shall be compensated for the missed lunch period at overtime rate.
17

18 **Section 7.5.**

19 An employee asked to work a shift regularly filled by an employee of a higher classification for more
20 than ten (10) days shall receive compensation at the higher classification.
21

22 **Section 7.5.1.**

23 All employees, who are interested and qualified in substitute work, will have their names placed on
24 a rotating list at the beginning of the school year, with the order established and categorized by
25 classification seniority.
26

27 To begin the rotation process, the most senior person in each classification will be placed at the top
28 of the list. In the event that the first person on the list cannot work that day, the next person in the
29 rotation will be contacted, according to classification seniority. The process will continue until a
30 substitute can be secured.
31

32 **Section 7.6.**

33 Recognizing that personnel in the transportation classification present special shift problems, the
34 parties agree that shifts shall be established in that classification in relation to routes and driving times,
35 bus inspections, clean up, fueling, and such reports as are needed, requisite to fulfilling tasks assigned
36 by the supervisor of transportation; provided, however, that employees in the transportation
37 classification shall be entitled to the benefits of Section 7.3.1 to the same degree as may other
38 employees. All trips that are part of the normal work day as described in Section 7.1 of this Article
39 shall be compensated at the employee's base hourly rate for the duration of the trip; provided, however,
40 that bus drivers shall be subject to the provisions relative to overtime hereinafter provided. All extra-
41 curricular trips that fall outside of the regular work day will be compensated at the employee's
42 appropriate rate of pay. If there are thirty (30) minutes or less between assignments, the base hourly
43 rate shall continue uninterrupted. Drivers shall receive a minimum of one and one-half (1½) hours pay
44 for each duty call. A duty call is defined as any work other than the normal work shift and workday,
45 noncontiguous with the normal work shift or workday.
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1 **Section 7.7. Overtime.**

2 Overtime assignments will be offered in accordance with the seniority provisions as hereinafter
3 provided, and the superintendent's approval. When assigning overtime, the District will provide the
4 employee with as much advance notice as practicable under the circumstances. Employees asked to
5 work overtime on days outside their regular workweek will be advised of the possibility no later than
6 twenty-four (24) hours prior to the end of the last shift before the overtime starts.

7
8 **Section 7.7.1.**

9 Overtime will be hours worked in excess of (40) hours weekly and compensated at the rate of one
10 and one-half (1 1/2) times the employee's hourly rate of pay.

11
12 **Section 7.8. Compensatory Time.**

13 An employee may at his/her option take compensatory time off in lieu of District approved overtime
14 compensation or payment for hours worked beyond the eight (8) hours. Compensatory time may be
15 accrued up to the amount of three (3) normal work days. Additional accrued compensatory hours may
16 be granted by the superintendent with the agreement of the employee. Accurate records shall be
17 maintained on monthly time sheets and there must be a reasonable expectation that the employee will
18 be provided an opportunity to expend the accrued compensatory time within one (1) year, at a time
19 mutually agreed upon between superintendent and employee. Compensatory time in lieu of overtime
20 as provided in this Article shall be accrued at the rate of one and one-half (1 1/2) hours for each hour
21 worked.

22
23 **Section 7.9.**

24 Employees called back to work after completing a regular workday or workweek will receive no less
25 than one and one-half (1 1/2) hours pay at the appropriate rate.

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29 **ARTICLE VIII**

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31 **HOLIDAYS AND VACATIONS**

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33 **Section 8.1. Holidays.**

34 All employees shall receive the following paid holidays that fall during their work year:

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|----|---------------------------|---------------------------------|
| 35 | 1. New Year's Day | 7. Veterans' Day |
| 36 | 2. Martin Luther King Day | 8. Thanksgiving Day |
| 37 | 3. Presidents' Day | 9. Day after Thanksgiving |
| 38 | 4. Memorial Day | 10. December 24 (Christmas Eve) |
| 39 | 5. Independence Day | 11. Christmas Day |
| 40 | 6. Labor Day | 12. New Year's Eve Day |
| 41 | | |

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43 *Year-round employees may choose between the Independence Day or New Year's Day holiday.

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45 **Section 8.1.1. Unworked Holidays.**

46 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at
47 the time the holiday occurs. Employees who are on the active payroll on the holiday and have
48 worked either their last scheduled shift preceding the holiday or their first scheduled shift

1 succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such
2 unworked holiday. An exception to this requirement will occur if employees can furnish proof
3 satisfactory to the District that because of illness they were unable to work on either of such
4 shifts and the absence previous to such holiday, by reason of such illness, has not been longer
5 than thirty (30) regular workdays.
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7 **Section 8.1.2. Worked Holidays.**

8 Employees who are required to work on the above described holidays shall receive the pay due
9 them for the holiday plus one and one-half (1½) their base rate for all hours worked on such
10 holidays.
11

12 **Section 8.1.3. Holidays During Vacation.**

13 Should a holiday occur while an employee is on vacation, the employee shall be paid their
14 regular hourly rate of pay.
15

16 **Section 8.1.4. Holidays On Weekends.**

17 A holiday which falls on a Sunday shall be treated as falling on the next workday. A holiday
18 which falls on a Saturday shall be treated as falling on the nearest preceding workday.
19

20 **Section 8.2. Vacations.**

21 All employees subject to this Agreement shall be credited with hours of vacation credit, based on hours
22 worked during the period September 1 to August 31. Such vacation credit shall be earned, vested, and
23 used as designated in this Article.
24

25 **Section 8.2.1.**

26 Regular full-time (260-day) employees with one (1) year of service shall receive ten (10) days'
27 vacation credit. Regular full-time employees shall earn one (1) additional day of vacation credit
28 for each year of service up to a maximum of twenty (20) days of vacation credit per year.
29

30 Regular part-time employees' shall receive pay equal to accrued vacation benefit in lieu of
31 vacation days. Regular part-time employees' vacation benefit will be accrued on a pro rata basis
32 and will be included in the last pay warrant of the school year.
33

34 **Section 8.2.2.**

35 Vacation days will not be taken during the days that school is in regular session.

36 Employees will try not to schedule vacation days one (1) week prior to start of school. The
37 superintendent can determine the effect of vacation on the opening of school during this
38 time and approve or disapprove vacation days during this time. All employees must request
39 in writing to the superintendent two (2) weeks prior to taking planned vacation days.
40

41 **Section 8.2.3.**

42 Regular full-time employees will be paid at their regular hourly rate of pay for any unused
43 vacation days that have been carried over from the first year and unused by the end of the
44 second year.
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ARTICLE IX

LEAVES

Section 9.1. Sick and Emergency.

Section 9.1.1.

Each regular full-time, regular part-time and temporary employee shall accumulate one (1) day of pro-rated sick/emergency leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of prorated sick leave and emergency leave per school year. The work day is defined by each employee's work schedule with the district on an annual basis. The employee shall be entitled to the projected number of days sick leave at the beginning of the school year. Sick leave not taken during the regular work year shall be accumulated from year to year. Each employee shall be notified of their sick leave status upon request. Emergencies are defined as follows:

- A. The problem must be of a serious nature such that pre-planning is not possible, or where pre-planning could not relieve the necessity for the employee's absence (fire, robbery, natural disaster, family illness, family injury, childbirth, etc.); and
- B. When school is in session, weather conditions (which could be considered as hazardous travel to and from school) shall be considered as valid reason for emergency leave. The determination of hazardous weather will be up to the superintendent.

Section 9.1.2.

Sick leave and emergency leave provisions for all employees shall be in accordance with state law RCW 28A.400.300.

Section 9.1.3.

The leave and attendance incentive provision for all employees shall be in accordance with state law RCW 28A.400.210.

Section 9.1.4.

Employees who have accrued leave benefits and other benefits while employed by another public school district in the State of Washington shall be given credit for such accrued leave benefits and other benefits upon employment by the District in accordance with RCW 28A.400.300.

Section 9.2. State Family Leave.

Each employee shall be entitled to use a choice of accrued sick leave or other paid leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision, a child of the employee over the age of eighteen (18) who is incapable of self-care, or a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. The definitions of the family relationships are spelled out in RCW 49.12.265. An employee may not take advance leave until it has been earned. The

1 District shall not discharge, threaten to discharge, demote, suspend, discipline or otherwise
2 discriminate against an employee who uses this leave.

3
4 **Section 9.3. Federal Family Leave.**

5 In addition to any other leave provided for elsewhere in this agreement, upon the birth of a child,
6 the placement of a child with an employee for adoption or foster care, or for a serious health
7 condition of an employee or an employee's spouse, child or parent, each employee who has been
8 employed at least twelve (12) months and worked at least 1,250 hours during the previous twelve
9 (12) months is entitled to a maximum of twelve (12) weeks unpaid leave; provided, however, that
10 employees may substitute accrued vacation or other personal leave for leaves related to the
11 birth/adoption/foster care of a child, and may use accrued sick leave to care for themselves or sick
12 family members as defined above. The employee must provide the Employer with at least thirty
13 (30) days written notice for foreseeable leaves for birth, adoption and planned medical treatment.
14 During this leave, the Employer will continue to pay the same portion of insurance premiums as
15 when the employee was working, and will maintain the employee's coverage under any group
16 health plan. Upon return from such leave, the Employer will place the employee in his or her
17 previous position, or one with equivalent pay and benefits.

18
19 **Section 9.4. Bereavement Leave.**

20 Each employee shall be entitled to a maximum of five (5) days, of leave with pay per occurrence for
21 the purpose of attending the funeral of family. Family shall include, but is not limited to, child, spouse,
22 parent, grandparent, grandchild, niece, nephew, aunt, uncle, or those of the employee's spouse. The
23 District shall grant employees one (1) day of bereavement leave with pay in the event of the death of
24 friends, students, or colleagues of the employees. Bereavement leave is non-cumulative.

25
26 **Section 9.5. Personal Leave.**

27 The District shall grant employees three (3) days of personal leave with full pay each year. Employees
28 shall be allowed to carry forward leave from year-to-year. Employees shall be allowed to carry
29 forward a maximum of five (5) days of unused personal leave from one contract year to the next.
30 Unused personal leave beyond five (5) days will be lost at each year-end. Personal leave days are not
31 subject to cash-out provisions.

32
33 **Section 9.6. Judicial Leave.**

34 In the event an employee is summoned to serve as a juror or is named as a co-defendant with the
35 School District, he/she shall receive his/her normal day's pay for each day required in court; however,
36 any compensation received for such service is not required to be paid to the District.
37 (WAC 357-31-315) Other compensation received for travel, lodgings, meals, etc. shall be retained by
38 the employee.

39
40 **Section 9.6.1. Subpoena Leave.**

41 If an employee is subpoenaed in relationship to District business and is co-representing the
42 District, compensation for actual time off the job shall be paid to the employee. Personal
43 subpoena leave, not related to the best interest of the District, is the direct responsibility of
44 the employee. Personal leave or earned vacation time, if available, could be used. Otherwise
45 the employee acts on his/her own.

1 **Section 9.7.**

2 If a leave of absence is requested due to an industrial accident or industrial illness for which the
3 employee is granted workman's compensation coverage, it shall be granted for a period of up to two (2)
4 years. An employee may be granted a leave of absence for other reasons for a period not to exceed
5 one (1) year upon recommendation of the immediate supervisor through administrative channels to the
6 superintendent and upon approval of the Board of Directors; provided, however, if such leave is
7 granted due to an extended illness or injury, one (1) additional year may be granted.

8
9 **Section 9.7.1.**

10 An employee returning from an extended leave, which has been approved in writing, will be
11 returned to the same position if it exists. If the position does not exist, the returning employee
12 shall be reinstated to the next position equivalent in duties and salary as to that held at the time
13 the request was approved.

14
15 **Section 9.7.2.**

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, including industrial accident or industrial illness, seniority shall accrue.

20
21 **Section 9.8. Leave Sharing / Donated Leave.**

22 The leave sharing program for all employees shall be in accordance with state law RCW 41.04.660.

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26 **ARTICLE X**

27
28 **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

29
30 **Section 10.1.**

31 The seniority of an employee within the bargaining unit shall begin as of the date on which the
32 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be
33 lost as hereinafter provided.

34
35 **Section 10.2.**

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

- 37
38 A. Resignation;
39 B. Discharge for justifiable cause;
40 C. Retirement.

41
42 **Section 10.3.**

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

- 44
45 A. Time lost by reason of industrial accident or industrial illness for which a leave is
46 permitted, or judicial leave;
47 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
48 United States;

- C. Time spent on other authorized leaves; or
- D. Time spent in layoff status as hereinafter provided.

Section 10.4.

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 1.3.

Section 10.5.

Each new hire shall remain in a probationary status for a period of not more than four (4) calendar months following the hire date. During this probationary period, the District may discharge such employee at its discretion.

Section 10.6.

The employee with the greatest seniority shall have preferential rights regarding shift selection, vacation periods and special services (including overtime). The employee with the greatest seniority shall have preferential rights regarding promotions, assignments to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employee's. 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 reason why the senior employee or employees have been bypassed.

Section 10.7.

Employees who change job classifications within the bargaining unit shall retain their hire dates in the previous classification for a period of six (6) months, notwithstanding that they have acquired a new hire date and a new classification.

Section 10.8.

The District shall publicize within the bargaining unit for five (5) work days the availability of new or open job 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. If after five (5) days the District determines there are no qualified applicants from within the bargaining unit, then the District may publicize and accept applications from outside the bargaining unit.

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 in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for one (1) year.

Section 10.10.

An employee shall forfeit rights to reemployment if the employee does not respond to the offer of reemployment within ten (10) days.

1 **Section 10.11.**

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

9
10 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

11
12 **Section 11.1.**

13 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
14 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
15 If the District has reason to reprimand an employee, it shall be done in private.
16
17
18

19 **ARTICLE XII**

20
21 **INSURANCE AND RETIREMENT**

22
23 **Section 12.1.**

24 The District shall contribute the maximum state funded allocation toward premium
25 costs for all employees enrolled in the District approved insurance programs. In addition, the District
26 shall pay the retiree carve-out, per FTE each month. The District shall also contribute twenty-five
27 hundred dollars (\$2500.00) to the classified insurance pool to offset high rates for insurance. In the
28 event that an employee's premium costs do not utilize all the District's contribution, the excess shall be
29 pooled for the use and benefit of other members of the bargaining unit in paying premium costs. The
30 District will provide the bargaining unit with a summary of the member usage of District contribution
31 and pooling after the enrollment period has closed yearly. The District contribution will be determined
32 by the same formula that the state reimburses the District for those employees that are less than full
33 time. A full time employee is defined as one thousand four hundred and forty (1,440) hours worked for
34 insurance purposes only.
35

36 **Section 12.1.1.**

37 Eligible employee(s) may choose from the medical plans offered by the District and agreed
38 upon by the District and the Association.
39

40 Employees shall be offered a choice of the following:

- 41
42
 - 43 • Health Insurance Plan
 - 44 • High Deductible Health Plan (HDHP) with a Health Savings Account (HSA)
45

46 As a result of the implementation of RCW 28A.400.280, each employee who selects
47 medical benefit insurance coverage and is included in the insurance pool, will pay a
48 minimum charge for the insurance agreed upon by the District and the Association.

1 It is understood that in the event that the state legislature modifies legislation that changes
2 the current funding scheme or requires school employees to move to a different health care
3 system, this provision may become void; provided, that the District and the Association
4 shall meet and confer in that event regarding any impacts of such change to PSE
5 employees.
6

7 **Section 12.2.**

8 The District shall make required contributions for state industrial insurance on behalf of all employees
9 subject to this Agreement.
10

11 **Section 12.3.**

12 The District shall make contributions to the Washington State Unemployment Compensation Fund
13 requisite to providing unemployment benefits for all employees subject to this Agreement.
14

15 **Section 12.4.** In determining whether an employee subject to this Agreement is eligible for
16 participation in the Washington State Public Employees' Retirement System, the District shall report
17 all hours compensated, whether straight time, overtime, or otherwise.
18
19
20

21 **ARTICLE XIII**

22 **VOCATIONAL TRAINING**

23 **Section 13.1.**

24 The District shall pay for attendance at the regular rate of pay for all classes required by the District.
25
26
27
28
29

30 **ARTICLE XIV**

31 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

32 **Section 14.1.**

33 Each employee subject to this Agreement who, on the effective date of this Agreement, is a member of
34 the Association in good standing shall, as a condition of employment, maintain membership in the
35 Association in good standing during the period of this Agreement.
36
37
38

39 **Section 14.2.**

40 All employees in classifications subject to this Agreement who are not members of the Association on
41 the effective date of this Agreement and all employees in classifications subject to this Agreement who
42 are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of
43 employment, become members in good standing of the Association within thirty (30) days of the
44 effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable.
45 Such employee shall then maintain membership in the Association in accordance with the previous
46 section.
47
48

1 **Section 14.3.**

2 The parties recognize that an employee should have the option of declining to participate as a member
3 in the Association, yet contribute financially to the activities of the Association in representing such
4 employee as a member of the Collective Bargaining Unit. Therefore, as an alternative to the
5 membership requirements in Sections 14.1 and 14.2, an employee who declines membership in the
6 Association may pay to the Association each month a service charge as a contribution towards the
7 administration of this Agreement. The service charge will be equivalent to the current agency fee, as
8 determined by the Association and certified by the secretary of PSE/SEIU Local 1948. This service
9 charge shall be collected by the Association in the same manner as monthly dues.

10
11 **Section 14.3.1.** Nothing contained in this Agreement shall require Association membership of
12 employees who object to such membership based on bona fide religious tenets or teachings of a
13 church or religious body of which such employee is a member. Such employee shall pay an
14 amount equivalent to regular dues to a non-religious charity or other charitable organization
15 mutually agreed upon by the employee and the Association. If the employee and the Association
16 cannot agree on such matter, the Public Employment Relations Commission shall designate the
17 charitable organization.

18
19 **Section 14.4.**

20 An employee who refuses to become a member of the Association in good standing or pay the
21 service charge or charitable contribution in accordance with the previous sections shall, at the
22 option of the Association, be discharged from employment by the District, subject to two (2)
23 weeks notice to the employee and subject to RCW 41.56.150.

24
25 **Section 14.5.**

26 The District will notify the Association of all new hires within ten (10) work days of the hire date. At
27 the time of hire, the District will inform the new hire of the terms and conditions of this Article. The
28 Association will give a brief presentation to new employees. The purpose of the presentation is to
29 welcome new classified employees to the local chapter. The Association orientation will be
30 conducted by a representative designated by the Association. The orientation will take place the
31 first week the employee is hired and will occur during break times or after work hours.

32
33 **Section 14.6. Checkoff.**

34 Upon written authorization of any public employee within the bargaining unit, the District shall deduct
35 from the pay of such public employee the monthly amount of dues, certified by the secretary of the
36 PSE/SEIU Local 1948 of Washington (PSE), or any agency fee so certified in appropriate cases, and
37 shall transmit the same to the treasurer of PSE. The District shall also deduct an amount equal to PSE
38 dues in the case of any employee whose claim of religious non-association has been approved by PSE
39 or the Public Employment Relations Commission (PERC), and shall remit the amount to a non-
40 religious charity approved by PSE or PERC. The District shall deduct local dues as established by the
41 local PSE chapter and remit the same to the treasurer of the local PSE chapter. Local chapter dues
42 shall not be deducted from the pay of agency fee payers or religious objectors.

43
44 **Section 14.7. Political Action Committee.**

45 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
46 deduct from the pay of such bargaining unit employee, the amount of contribution the employee
47 voluntarily chooses for deduction for political purposes and shall transmit the same to the Association
48 on a check separate from the Association dues transmittal check. Section 14.7.1 of the Collective

1 Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any
2 time. At least annually, the employee shall be notified about the right to revoke the request.

3
4 **Section 14.7.1. Hold Harmless.**

5 The Association will indemnify, defend, and hold the District harmless against any claims, suits,
6 orders, and/or judgments against the District on account of any checkoff of Association dues or
7 voluntary political contributions.

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11 **ARTICLE XV**

12
13 **GRIEVANCE PROCEDURE**

14
15 **Section 15.1.**

16 A grievance is defined as an alleged violation of a specific item of this Agreement or a dispute
17 involving an interpretation of a term or terms of this Agreement. Grievances that occur between the
18 Association and the District shall be resolved in strict compliance with this Article.

19
20 **Section 15.2. Grievance Steps.**

21 The employee shall first have an informal discussion of the grievance with the superintendent. If the
22 employee wishes, he/she may be accompanied by an Association representative at such discussions.
23 All grievances not brought to the superintendent in accordance with the preceding sentence within
24 fifteen (15) work days of the occurrence of the grievance shall be invalid and have no further
25 processing.

26
27 **Section 15.2.1.** If the grievance is not resolved to the employee's satisfaction in accordance with
28 Step 1, the employee shall reduce to writing a formal statement of the grievance containing the
29 following:

- 30
31 A. The facts on which the grievance is based;
32 B. A reference to the provisions in this Agreement which have been allegedly violated; and
33 C. The remedy sought.

34
35 This step must take place within five (5) work days after the informal discussion of Step 1. The
36 superintendent shall have five (5) work days from the date the formal grievance was filed to
37 respond in writing the disposition. If an agreeable disposition is made, all parties to the
38 grievance shall sign.

39
40 **Section 15.2.2.** If no settlement has been reached within the five (5) work days referred to in the
41 preceding subsection, and the Association believes the grievance to be valid, the formal written
42 grievance must be submitted to the chairman of the board within ten (10) work days following
43 the superintendent's response. The board will have fifteen (15) work days to resolve the
44 grievance by indicating in writing the disposition. If an agreeable disposition is made, all parties
45 will sign the disposition.

1 **Section 15.2.3.** If no settlement has been reached within the fifteen (15) work days referred to in
2 the preceding subsection, and the Association believes the grievance to be valid, the employee
3 may demand arbitration of the grievance. The arbitration shall be conducted by an arbitrator
4 under the rules and administration of the American Arbitration Association. During this
5 arbitration, neither the District nor the grievant will be permitted to assert any grounds not
6 previously disclosed to the other party. Both parties shall bear equally the cost of arbitration;
7 except, that each party shall be responsible for their respective legal fees. The arbitrator shall not
8 have the power to alter, modify, amend, add to, or subtract any of the terms of this Agreement or
9 substitute his judgment for that of the parties.

10
11 **Section 15.3.** The arbitration of such grievance shall take place as determined by the Public
12 Employees Relations Commission (PERC) and, provided such arbitration takes place during work
13 hours, time away from work must be minimized in the interest of operating school. The employer
14 shall not discriminate against any individual employee or the Association for taking action under this
15 Article.

18 **ARTICLE XVI**

20 **SALARIES AND EMPLOYEE COMPENSATION**

22 **Section 16.1.**

23 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
24 worked. Each employee shall receive an accounting and itemization of authorized deductions, hours
25 worked, and rates paid with each paycheck.
26

27 **Section 16.2.**

28 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
29 Schedule A attached hereto and by this reference incorporated herein.
30

31 **Section 16.2.1.**

32 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the
33 terms and conditions of Article XVII, Section 17.3. Should the date of execution of this
34 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive
35 to the effective date.
36

37 **Section 16.2.2.**

38 Retroactive pay shall be paid on the first regular payday following execution of this Agreement.
39 In the case of retroactive pay resulting from negotiations pursuant to Article XVII, Section 17.3,
40 such retroactive pay shall be paid on the first regular payday following agreement on such
41 schedule.
42

43 **Section 16.2.3.**

44 Incremental steps, where applicable, shall take effect as of the anniversary date of the employee's
45 hire date.
46
47

1 **Section 17.3.**

2 The Agreement may be reopened and modified at any time during its term upon mutual consent by
3 both parties, in writing; provided, however, that the Schedule A be adjusted annually by the percentage
4 increase as calculated for the cost of living adjustment (COLA) and that amount shall be passed
5 through for all employees each year of this Agreement.
6

7 A) The District and Association shall look at comparable positions, salaries, and benefits to
8 adjust salaries and benefits to reflect what other schools are providing. In addition, the
9 District shall pay the full amount of the retiree subsidy as determined by the Washington
10 Health Care Authority each month for each FTE within the bargaining unit.
11

12 B) The District and Association shall review the insurance pool funding as needed. If any other
13 bargaining unit in the District reduces the amount of the District contribution to its insurance
14 pool, this section shall be reopened for the parties to bargain the amount, if any, that the
15 District will reduce from the District insurance pool contribution beyond the state-funded
16 amount.
17

18 **Section 17.4.**

19 If any provision of this Agreement or the application of any such provision is held invalid, the
20 remainder of this Agreement shall not be affected thereby.
21

22 **Section 17.5.**

23 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with
24 state or federal statutes or regulations promulgated pursuant thereto that were enacted prior to the
25 effective date of this Agreement.
26

27 **Section 17.6.**

28 In the event either of the two (2) previous sections is determined to apply to any provision of this
29 Agreement, such provision shall be renegotiated pursuant to Section 17.3.
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Schedule A
Mill A School District #31
September 1, 2016 – August 31, 2017

POSITION	Start	Year 1	Year 2	Year 3	Year 4	Year 5+	After Year 10 Add 1%	Longevity* After Year 15 Add 2%	After Year 20 Add 3%
Custodian / Bldg / Grnds	\$16.28	\$16.84	\$17.48	\$18.12	\$18.77	\$19.42	\$19.59	\$19.99	\$20.58
Special Education Para	\$13.38	\$13.85	\$14.41	\$14.96	\$15.57	\$16.03	\$16.21	\$16.53	\$17.03
Recess, Office Assistant	\$11.25	\$11.76	\$12.23	\$12.71	\$13.11	\$13.70	\$13.84	\$14.11	\$14.53
Title I / LAP	\$11.25	\$11.76	\$12.23	\$12.71	\$13.11	\$13.70	\$13.84	\$14.11	\$14.53
Classroom Para	\$11.25	\$11.76	\$12.23	\$12.71	\$13.11	\$13.70	\$13.84	\$14.11	\$14.53
Head Cook	\$14.28	\$14.81	\$15.34	\$15.75	\$16.18	\$17.01	\$17.18	\$17.52	\$18.05
Transportation Supervisor	\$16.65	\$17.22	\$17.89	\$18.53	\$19.21	\$19.87	\$20.05	\$20.46	\$21.07
Driver (Van)	\$14.02	\$14.52	\$15.02	\$15.53	\$16.08	\$16.65	\$16.85	\$17.15	\$17.64
Admin. Secretarial	\$17.75	\$18.42	\$19.60	\$20.32	\$21.07	\$21.86	\$22.07	\$22.51	\$23.19
Computer Tech	\$24.37	\$25.29	\$26.24	\$27.23	\$28.26	\$29.33	\$30.40	\$31.50	\$32.64
*Longevity anniversary dates will coincide with the increment steps.									
Substitutes									
Sub Driver	\$13.77								
Sub Para	\$11.05								
Sub Secretary	\$11.25								
Sub Recess Assistant	\$11.00								
Sub Bus Driver	\$16.36								
Sub Custodian	\$15.99								
Sub Cook	\$14.03								

SIGNATURE PAGE

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**PUBLIC SCHOOL EMPLOYEES
OF MILL A**

MILL A SCHOOL DISTRICT #31

BY: _____
Douglass Dyer, Chapter President

BY: _____
Robert Rogers, Superintendent

DATE: _____

DATE: _____