

Human Resources

Maurene Stanton
Executive Director of Human Resources

Date: August 4, 2020

To: SCSD Board of Directors

From: Maurene Stanton, Executive Director of Human Resources

Re: Collective Bargaining Agreement between the Stanwood-Camano School District and the Public School Employees of Stanwood-Camano

Attached to this memo, please find the new Collective Bargaining Agreement between the Stanwood-Camano School District and the and Public School Employees of Stanwood-Camano (PSE). This agreement, per section 18, will be in place until August 31, 2023. The contract was overwhelmingly supported by PSE members through a remote ratification process last month.

The most noteworthy changes are listed below:

- Section 1.5: The district and PSE leadership will work together when short-term substitute positions need to be extended beyond the 30 day window
- Section 3.8: The hiring letter of agreement was embedded into the contract with a slight increase to the weight of seniority and decrease in the weight of the interview
- Section 3.9: Staff members will be offered the opportunity to have an exit interview with Human Resources when leaving their employment
- Section 10.1: Staff members will continue to be on probationary status if they voluntarily leave one position to take another position or if there is a gap in their employment of 45 days or more
- Section 12: This section was updated to reflect changes in benefits due to SEBB
- Section 14: This section was updated to reflect changes due to the Supreme Court Janus decision in 2018 and subsequent state laws
- Section 17: Salary adjustments are outlined in this section and are reflected in the PSE Schedule A which will be approved by the board this evening. Staff members' salaries were averaged with our comparison districts' salaries from 2019-20 school years. Salaries were adjusted with a 3% increase for all staff in 2020-21 and 2% increase for all staff in 2021-22. Staff members in Longevity Steps IV-VI also receive additional hourly increases.
- Section 21: Transportation changes include additional funds for mechanics' tools, additional reimbursement for Department of Transportation Physical costs, and including previous letters of agreement into the contract
- Section 22: Paraeducator changes include the new Fundamental Course of Study language and a realignment of our paraeducator categories

In addition to these changes in language, the district will be adding days to some secretarial positions, providing lead custodians with phones, and starting in 2021-22, professional development time will be provided to paraeducators.

If you have any questions regarding this contract, please contact me.

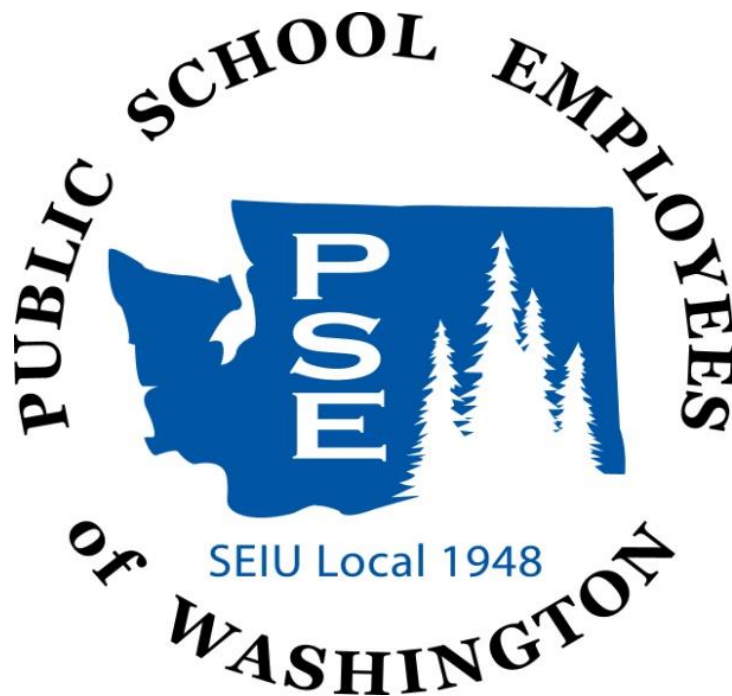
Recommendation: That the SCSD approve the contract with the Public School Employees of Stanwood-Camano.

COLLECTIVE BARGAINING AGREEMENT BETWEEN
STANWOOD-CAMANO SCHOOL DISTRICT #401

AND

PUBLIC SCHOOL EMPLOYEES OF
STANWOOD-CAMANO

SEPTEMBER 1, 2020 – AUGUST 31, 2023



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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P R E A M B L E

This Agreement is made and entered into between Stanwood-Camano School District Number 401 (hereinafter "District") and Public School Employees of Stanwood-Camano, an affiliate of Public School Employees 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 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.



1 **Section 1.2.**

2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
3 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the
4 Board of Directors or Superintendent of the District pursuant to RCW 41.59.20 (c) (i).(ii)

5
6 **Section 1.3.**

7 The District agrees to update and furnish copies of all job descriptions covered by the terms of this
8 Agreement. Employees and the Association will be consulted and will provide input when job
9 descriptions are updated.

10
11 **Section 1.3.1.**

12 Modification of existing position descriptions, or the creation of new position descriptions,
13 shall require reopening of this Agreement pursuant to Article XVIII, Section 18.3, relative to
14 hours, wages and working conditions for those new or modified position descriptions.
15 Employees shall have regular access to those position descriptions from the District.

16
17 **Section 1.3.2.**

18 Mutually agreed upon conditions relative to personnel matters, pursuant to Section 1.3.1 herein,
19 shall be retroactive to the effective date of those new or modified position descriptions.

20
21 **Section 1.4.**

22 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in
23 the following general job classifications: Custodial, Maintenance/Grounds, Transportation,
24 Professional/Technical, Secretarial, Security, Paraeducators and Food Service.

25
26 EXEMPT: Administrative Secretary to the Superintendent; Fiscal Director; Accountant/Payroll/
27 Voucher Personnel; Custodial-Maintenance Supervisor; Transportation Supervisor; Food Service
28 Supervisor; Special Programs Office Personnel (3); Volunteer Coordinator/Home School Liaison (1);
29 Coordinator of Community Relations; Transportation Administrative Assistant; ASB Bookkeeper; and
30 substitute employees. Any questions raised with regard to the District establishing exempt positions
31 under the terms of this Agreement may be submitted to PERC for determination.

32
33 **Section 1.5. Definition of Positions.**

- 34
35 A. A Regular Position is an ongoing, year to year position that is covered by all of the provisions of
36 this Agreement. The parties understand that certain positions are funded by grants and, if the
37 position is eliminated due to the withdrawal of funding, affected employees will be in an
38 unassigned status until such time as they bid on and are awarded an open position.
- 39
40 B. A Temporary Position is a new position created by the District with the actual intent that the
41 position will only last for a period of time during the school year for which it is created.
42 Temporary positions typically are need-based and in nature will end when the need no longer
43 exists. In a student-need assignment, when student is absent without prior notification to the
44 employee the employee will work two hours and the shift will end. If an employee is notified
45 during the previous day before 8:00 PM that the student will be absent, the employee will not be
46 required to report to work and will not be paid.
- 47

1 An employee working in a temporary position is not considered a substitute employee and is
2 covered by all of the provisions of this Agreement. However, temporary positions, unlike regular
3 positions, terminate on or before, the end of each school year and the employee will be in a layoff
4 status subject to Article X, Section 10.11, 10.12, 10.13 and 10.14 of this Agreement. Temporary
5 positions expected to last thirty (30) or more work days shall be posted.
6

7 C. The term Substitute Employee shall refer to those persons employed to replace bargaining unit
8 employees who are absent from their regular assignment on a day-to-day basis.
9

- 10 1. Substitute employees who are employed for thirty-one (31) or more days and continue to be
11 available for employment are included in the unit, subject only to Schedule A, Substitute Pay.
12
- 13 2. Substitute positions are not subject to posting.
14
- 15 3. A bargaining unit employee, by seniority can cover for a position other than their own in their
16 own classification, and their vacated position will be filled by a substitute. Said employee will
17 stay in their own classification/building except for an emergency or at the employer's
18 discretion. In addition, the following applies:
19
 - 20 a. Paraeducators may not cover for other regular employees on a day to day basis during their
21 regular contract time, unless it is within their classification and building, and directed by
22 their immediate supervisor.
 - 23 b. Food Service employees at the elementary level may utilize the hours of the vacated
24 position, with at least two unfilled hours going to the substitute.
 - 25 c. For absences of thirty (30) days or less and if determined necessary by the District for the
26 effective functioning of the secondary Food Service program, a bargaining unit employee in
27 a secondary Food Service kitchen, by seniority may cover for absent Food Service
28 employees in their building. A maximum of four employees may cover for a position other
29 than their own as a result of a single absence. The vacated regular position of the fourth
30 employee to cover for a coworker will be filled by a substitute. The hours of all regular
31 positions will remain intact.
32

33 D. The term Long-Term Substitute Employee shall refer to employees hired to fill positions on Board
34 approved leaves of absence. Such employees will be hired for the duration of such leave, during
35 which time they shall be subject to a probationary status of not more than sixty (60) working days
36 during which time the District may discharge the employee. Long Term Substitutes, who are not
37 regular employees, are subject to all provisions of this Agreement except Article IX and Article X.
38

39 Regular employees may fill a long-term leave position if it is thirty (30) working days or longer.
40 Said employees will not be required to resign his or her current position provided, however, that
41 this provision may only be utilized by one (1) employee per request. Except as provided for food
42 service in Section 1.5.C.3.c. Regular employees who fill positions on Board-approved leaves of
43 absence shall continue to be subject to all provisions of this Agreement.
44

45 Bus Drivers may take a leave from their current position to work temporary vacated positions of
46 thirty (30) working days or more and at the end of the assignment of the temporarily vacated
47 position the employee shall return to the employee's previous assignment; provided, however, that
48 this provision may only be utilized by one employee per leave request.

1
2 Transportation employees may fill one additional long-term leave replacement position in a school
3 year provided that the long-term leave is more than thirty (30) working days and extends to the end
4 of the school year.

5
6 Regular employees filling a Long Term Leave position will establish seniority in the leave
7 replacement classification for one year beginning at the hire date in the new position.
8

9 Long-Term Substitute positions lasting longer than thirty (30) working days shall be subject to
10 posting. The District shall inform the PSE Executive Board of any long-term substitute position
11 requests, including any requests to extend. If sequential absences occur that result in a projection
12 of more than thirty (30) days for an assignment in a particular year, the position will be posted.
13

14 **Section 1.6.**

15 The Stanwood-Camano School District will make a good faith effort not to replace existing bargaining
16 work by subcontractors. District subcontracting that has been done historically will continue. In case
17 of an emergency, the District may utilize subcontractors. In the case of a non-emergency situation,
18 such as, but not limited to, the inability to fill a posted position, the District will not contract out
19 without negotiation of the impacts of subcontracting with the union.
20

21 The use of student employees shall not displace bargaining unit employees.
22

23 **Section 1.7.**

24 All days are identified as working days unless otherwise stated in the contract.
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28 **ARTICLE II**

29 **RIGHTS OF THE EMPLOYER**

30
31 **Section 2.1.**

32 It is agreed that the customary and usual rights, powers, functions, and authority of management are
33 vested in management officials of the District. Included in these rights in accordance with and subject
34 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
35 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
36 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
37 release employees from duties because of lack of work or for other legitimate reasons. The District
38 shall retain the right to maintain efficiency of the District operation by determining the methods, the
39 means, and the personnel by which operations undertaken by the employees in the unit are to be
40 conducted.
41
42

43 **Section 2.2.**

44 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
45 District. In making rules and regulations relating to personnel policies, procedures and practices, and
46 matters of working conditions, the District shall give due regard and consideration to the rights of the
47 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 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 a PSE Board member, Shop Steward or building representative present at discussions between themselves and supervisors or their representatives of the District as herein provided in Article XV, the Grievance Procedure and for investigatory interviews which may lead to disciplinary action and the administration of discipline.

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 unlawfully discriminate against any employee subject to this Agreement on the basis of race, creed, color, national origin, sex, marital status, sexual orientation including gender expression or identity, religion, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person.

Section 3.6.

A personnel file shall be maintained for each employee and shall be kept at the District Office. An employee shall have the right, upon reasonable notice, to inspect the contents of his or her personnel file. Inspection shall be in the presence of a District representative at all times. File materials shall be reproduced for the employee as promptly as is feasible at employee expense. An Association representative may, at the employee's request, be present during the review. The employee may authorize the Association, in writing, to review the personnel file on their behalf. This section does not exclude a supervisor from maintaining their own working files, as they desire. At the request of an employee, a working file can be reviewed annually by the employee with their supervisor. At the written request of an employee, items of concern may be removed after three (3) years at the supervisor's discretion.



1 **Section 3.6.1.**

2 No materials derogatory of the employee's conduct, service, character or personality shall be
3 placed in the personnel file without the employee's knowledge. Each employee shall be
4 provided a copy of all such material within fifteen (15) working days and shall acknowledge
5 receipt by signing the file copy. At that time the employee may respond to the statements by
6 attaching his/her own statement to the document.
7

8 **Section 3.7.**

9 The District will not install or use video cameras already installed for the purpose of evaluations. The
10 District will use video cameras for purposes allowed under the law.
11

12 **Section 3.8. Hiring Protocols.**

13 The following protocols will be used in determining hiring practices where there is more than one
14 applicant.
15

- 16 1. Interview (15 points)
- 17 2. Skills Testing (20 points)
 - 18 A. Any skill testing or interviews conducted as part of the application process will be equally
19 administered to all candidates and will be based on the required qualifications found in the
20 job description for the position.
 - 21 B. Interviews and skills testing shall be administered in the same environment and free from
22 surrounding distractions whenever possible. Employees will be allowed to use the same
23 resources available to them on the job site.
 - 24 C. All applicants will be given two (2) workdays notice before any interview or skills test.
 - 25 D. The District will provide accommodations for applicants with learning disabilities
26 according to the American Disabilities Act (ADA).
- 27 3. References (20 points)
 - 28 A. Exemplary
29 1) All 4s and 5s (18-20 points)
 - 30 B. Satisfactory
31 1) Mostly 4s and 5s (14-17 points)
 - 32 C. Average
33 1) Mostly 3s - some variation (10-14 points)
 - 34 D. Below Average
35 1) Mostly 2s and 3s (5-9 points)
 - 36 E. Poor
37 1) 1s (0-4 points)
- 38 4. Work History (total of 45 points)
 - 39 A. Seniority (25 points)
 - 40 1) 1-7 years -- (10 points)
 - 41 2) 8-14 years (15 points)
 - 42 3) 15-20 years (20 points)
 - 43 4) 21+ years (25 points)
 - 44 B. Evaluation (10 points)
 - 45 1) Satisfactory ratings in all areas for the past three (3) years (10 points)
 - 46 2) One or more “needs improvement” in the past three (3) years (5 points)
 - 47 3) Unsatisfactory rating in the past three (3) years (0 points)

- 1 C. Discipline (5 points)
2 1) No discipline in the past three (3) years (5 points)
3 2) One letter of direction in the past three (3) years (4 points)
4 3) Two letters of direction in the past three (3) years (3 points)
5 4) One letter of Reprimand/Suspension in the past three (3) years (0 points)
6 D. Attendance (5 points)
7 1) Unexcused absences/tardies/leave early (0 points)
8 a) Pattern of excused absences (3 points)
9 b) Excellent Attendance (5 points)
10

11 **Section 3.9. Exit Interviews.**

12 All employees separating from employment will be offered an exit interview.
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16 **ARTICLE IV**

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18 **RIGHTS OF THE ASSOCIATION**
19

20 **Section 4.1.**

21 The Association has the right and responsibility to represent the interests of all employees in the unit;
22 to present its views to the District on matters of concern, either orally or in writing; to consult or to be
23 consulted with respect to the formulation, development, and implementation of industrial relations
24 matters and practices which are within the authority of the District; and to enter collective negotiations
25 with the object of reaching an agreement applicable to all employees within the bargaining unit.
26

27 **Section 4.2.**

28 The Association shall be promptly notified by the District of any grievances or disciplinary actions of
29 any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure
30 Articles contained herein. The Association is entitled to have an observer at hearings conducted by
31 any District official or body arising out of grievance and to make known the Association's views
32 concerning the case.
33

34 **Section 4.3.**

35 The District, as part of the general orientation of each new employee within the units subject to this
36 Agreement, shall describe to the employee his rights under the Public Employees Collective
37 Bargaining Act of 1967 and subsequent amendments thereto.
38

39 **Section 4.4.**

40 The Association reserves and retains the right to delegate any right or duty contained herein to
41 appropriate officials of the Public School Employees of Washington State Organization.
42

43 **Section 4.5.**

44 The President of the Association and designated representatives will be provided time off without loss
45 of pay to address chapter business that benefits both the Association and the District. The Association
46 has a maximum of fifteen (15) days per year to address these needs. Any leave beyond the designated
47 amount must be pre-approved by the District. The Association shall reimburse the District for salary

1 paid to substitute employees hired to replace the absent employee. Every effort will be made by the
2 Association to consider the impact on programs.

3
4 **Section 4.5.1.**

5 Any bargaining unit member who holds a State position in the Association shall be permitted
6 five (5) additional days of leave without pay to perform State functions, so long as appropriate
7 advance notice is provided to the immediate supervisor and the Superintendent.

8
9 **Section 4.6.**

10 On or before the first day of October and February of each year during the term of this Agreement, the
11 District shall provide Public School Employees of Washington with an updated list of all employees in
12 the bargaining unit.

13
14 **Section 4.7.**

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

19
20 **Section 4.8. Bulletin Boards.**

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

27
28 **Section 4.8.1.**

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

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34 **ARTICLE V**

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36 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

37
38 **Section 5.1.**

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

43
44 **Section 5.2.**

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

1 **Section 5.3.**

2 It is further recognized that this Agreement does not alter the responsibility of either party to advise,
3 discuss or consult regarding matters concerning working conditions not covered by this Agreement.
4

5 **Section 5.4.**

6 The Association will, from time to time, as appropriate, be advised of current and predicted enrollment
7 and/or financial information and the possible impact on employees.
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11 **ARTICLE VI**

12 **ASSOCIATION REPRESENTATION**

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15 **Section 6.1.**

16 The Association will designate a Conference Committee comprised of at least one (1) member from
17 each building and/or one representative from each classification, who will meet with the
18 Superintendent of the District or the Superintendent's representatives on a mutually agreeable regular
19 basis to discuss appropriate matters.
20

21 **Section 6.2.**

22 The District will allow sufficient time for Association representatives to prepare an agenda for
23 meetings scheduled with the Superintendent in accordance with Section 6.1. The District will provide
24 suitable space to conduct such meetings.
25

26 **Section 6.3.**

27 When formal meetings are held between representatives of the Association and representatives of the
28 District pursuant to Section 6.1, formal minutes shall be prepared upon request of the District or the
29 Association. The Association will arrange for the preparation of such minutes and a draft will be made
30 available electronically to representatives of the committee for review prior to final preparation.
31

32 **Section 6.4.**

33 The Association representatives shall represent the Association and employees in meeting with
34 officials of the District to discuss appropriate matters of mutual interest. They may receive and
35 investigate to conclusion complaints or grievances of employees and thereafter advise employees of
36 rights and procedures outlined in this Agreement and applicable regulations or directives for resolving
37 the grievances or complaints. They may not, however, continue to advise the employee on courses of
38 action after the employee has indicated a desire not to pursue a grievance. This does not, however,
39 preclude the Association's right to pursue the matter to conclusion. They may consult with the District
40 on complaints without a grievance being made by an individual employee.
41

42 **Section 6.5.**

43 Association representatives, when leaving their work, shall first obtain permission from their
44 immediate supervisor. The supervisor's permission in these instances will normally be granted. The
45 employees will report their return to work to their supervisors.
46
47

1 **Section 6.6.**

2 Association representatives may be allowed to attend meetings with the District during working hours.
3 Time may also be allowed for representatives to discuss with the employees grievances and
4 appropriate matters directly related to work situations in their area or craft. Association representatives
5 will guard against the use of excess time in the handling of such matters.
6

7 **Section 6.7.**

8 The District agrees to share the draft instructional calendar with PSE leadership early in the process of
9 calendar development. Any comments from PSE will be considered prior to finalizing the calendar for
10 presentation to the board.
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14 **ARTICLE VII**

15 **HOURS OF WORK AND WORKING CONDITIONS**

16
17 **Section 7.1.**

18 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
19 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an
20 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive
21 days of rest. A period of days will not be considered “consecutive” for the purposes of this section if
22 those days include any paid, or unpaid leave shift(s).
23
24

25 **Section 7.1.1.**

26 By mutual agreement of the District and the classification concerned, the work week and shift
27 may consist of four (4) consecutive days of ten (10) hours a day, and a thirty (30) minute
28 uninterrupted lunch period as near the middle of the shift as is practicable, and including a
29 fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which
30 shall occur as near the middle of each half shift as is practicable, provided at least one (1)
31 employee is on duty at the work site Monday through Friday except recognized holidays.
32

33 **Section 7.2.**

34 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be
35 normally changed without prior notice to the employee of ten (10) days. Employees’ regular shift will
36 not normally be changed without seventy-two (72) hour prior notice. Job assignments within
37 classifications shall not be changed without prior notice to the employee of forty-eight (48) hours,
38 except when the change is temporary or emergency in nature. Notice, as it applies to this section, can
39 be waived by mutual agreement between the affected employee(s) and the District.
40

41 **Section 7.3.**

42 Each employee shall be assigned to a definite shift with designated times of beginning and ending.
43 The first shift is defined as any work shift beginning between 5:00 a.m. and 11:59 a.m. The second
44 shift is defined as any work shift beginning between 12:00 Noon and 9:59 p.m. The third shift is
45 defined as any work shift beginning between 10:00 p.m. and 4:59 a.m.
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1 **Section 7.3.1.**

2 The first shift shall consist of eight and one-half (8-1/2) hours, for eight (8) hours
3 compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of
4 the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15)
5 minute second half rest period, both of which rest periods shall occur as near the middle of each
6 half shift as is practicable.

7
8 **Section 7.3.2.**

9 The second shift shall consist of eight and one-half (8-1/2) hours, for eight (8) hours
10 compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of
11 the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15)
12 minute second half rest period, both of which rest periods shall occur as near the middle of each
13 half shift as is practicable.

14
15 **Section 7.3.3.**

16 The third shift shall consist of seven and one-half (7-1/2) hours for eight (8) hours
17 compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of
18 the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15)
19 minute second half rest period, both of which rest periods shall occur as near the middle of each
20 half shift as is practicable.

21
22 **Section 7.4. Rest Breaks for Less Than Full-Time Employees.**

23 In the event an employee is assigned to a shift less than the normal work shift previously defined in
24 this Article, so long as the shift is at least four (4) consecutive hours. The employee shall be given a
25 fifteen (15) minute rest period as near the middle of the shift as is practicable. If the shift is longer
26 than six (6) consecutive hours the employee shall be given a fifteen (15) minute first half and fifteen
27 (15) minute second half rest break, both of which rest periods shall occur as near the middle of each
28 shift as is practicable.

29
30 **Section 7.5. Meal Breaks.**

31 Employees who work more than five (5) hours per day will be assigned an unpaid thirty (30) minute
32 uninterrupted meal break.

33
34 Employees required to work through their regular lunch periods will be given time to eat at a time
35 agreed upon by the employee and supervisor. In the event the District requires an employee to forego
36 a lunch period and the employee works the entire shift, including the lunch period, the employee shall
37 be compensated for the foregone lunch period at the applicable rates (overtime rates if the employee
38 works in excess of forty (40) hours in the work week).

39
40 **Section 7.6.**

41 Employees requested by their immediate supervisor to work two (2) consecutive workdays at a shift
42 regularly filled by a higher classification, the employee shall receive the salary of the higher
43 classification commensurate with their seniority, from the first day. Employees working more than
44 twenty (20) consecutive work days at a higher classification shall receive any leave at the higher rate.

45
46 **Section 7.6.1.**

47 When a PSE District employee is subbing for food service delivery, they will be paid the food
48 service delivery rate of pay on the first day of substituting based on employees seniority.



1 **Section 7.6.2.**

2 When a food service delivery driver is directed by the supervisor to work a shift other than their
3 own due to an emergency situation, the employee shall receive the Schedule A rate of pay
4 commensurate with their seniority for the position filled for the duration of the shift.

5
6 **Section 7.7.**

7 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
8 District will make every effort to notify each employee to refrain from coming to work. Employees
9 reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a
10 closure; provided, however, no employee shall be entitled to any such compensation in the event of
11 actual notification by the District of the closure prior to leaving home for work. Notification will be by
12 be local radio and television stations, school district website and/or the Stanwood-Camano School
13 District’s own emergency school closure telephone information line.

14
15 **Section 7.8. Overtime.**

16 Normally, overtime assignments shall be distributed in accordance with the seniority provisions as
17 hereinafter provided. In the assignment of overtime, the District agrees to provide the employee with
18 as much advance notice as practicable in the circumstances. Normally, employees designated to work
19 overtime on days outside their regular workweek will be advised of the possibility no later than
20 twenty-four (24) hours prior to the end of the last shift before the overtime commences.

21
22 **Section 7.8.1. Overtime for Technology Staff.**

23 In recognition of the unique needs, personnel and skills required to support the technology and
24 communications infrastructure of the district, an on-call procedure shall be developed and
25 implemented as an operational protocol for the Technology group.

26
27 This protocol shall be created and actively maintained in partnership with the members of the
28 technology classification and management in order to provide ease of use, efficiency, support
29 of critical infrastructure, and support for the technology staff for their dedicated on-call
30 availability.

31
32 The on-call protocol will be reviewed, at a minimum, on an annual basis in order to make sure
33 the protocol is accomplishing the goals identified in paragraph two of this section. The protocol
34 will be revised or discontinued by mutual consent of management and PSE if deemed
35 appropriate following annual reviews of the protocol.

36
37 **Section 7.8.2.**

38 All hours worked in excess of forty (40) hours a week shall be compensated at the rate of one
39 and one-half (1½) times the employee's base pay.

40
41 **Section 7.8.3.**

42 All hours worked on the sixth (6th) consecutive day shall be compensated at the rate of one and
43 one-half (1½) times the employee's base pay. This section does not apply to any PSE member
44 who performs non-bargaining unit work for the district, such as driver’s education, on their
45 sixth (6th) consecutive day of work.



1 **Section 7.8.4.**

2 All hours worked on the seventh (7th) consecutive day shall be compensated at the rate of twice
3 the employee's base pay.

4
5 **Section 7.8.5.**

6 Employees called back for emergencies or other unscheduled events on a regular workday, or
7 on the sixth (6th) or seventh (7th) consecutive workday, shall receive no less than two (2) hours
8 pay at the appropriate rate.

9
10 **Section 7.8.6.**

11 At times when the District's kitchen facilities are needed for cooking by community activities,
12 outside the normal working day, a food service employee normally assigned to work in the
13 building where the activity is scheduled to take place, shall be on duty, if such a need is
14 determined to exist by the Food Service Director. If the regular employee rejects work or is
15 unavailable, the Food Service Director shall determine a replacement.

16
17 **Section 7.8.6.1. Catering.**

18 When the District's kitchen facilities are needed to prepare food for catering activities
19 outside the normal work day, a food service employee normally assigned to work in the
20 building where the activity is scheduled to take place shall be asked to assist in the
21 catering service if such a need is determined to exist by the Food Service Director.
22 Employees in the building will be asked by order of seniority unless the additional
23 hours result in overtime. If the employee(s) in the building reject the work, the Food
24 Service Director shall determine a replacement from other interested food service
25 employees by seniority, provided that working the additional hours does not result in
26 overtime. This section is exempt from Section 10.7.

27
28 **Section 7.8.7. After Hours Building Usage.**

29 When any outside activities result in sufficient disarray of District property, the District shall
30 provide for appropriate custodial services as determined by the immediate supervisor with
31 custodial input. When such work falls outside the normal work shift, the work will be offered
32 to the building employee on a seniority basis. If no building custodian is available, the work
33 will be offered to the district custodians based upon seniority.

34
35 **Section 7.8.8.**

36 The custodian shall have one (1) hour for opening and one (1) hour for closing for non-profit
37 groups. For commercial and for-profit groups, custodians shall have one and one-half (1.5)
38 hours for opening and one and one-half (1.5) hours to close. If additional time beyond the one
39 (1) hour is required for opening and/or closing, the time will be recorded on a time sheet and
40 the facility user will be billed accordingly. Partial hours will be rounded up to the next quarter
41 hour.

42
43 **Section 7.9.**

44 The District shall identify the number of workdays for 260 day employees by August 1st of each
45 calendar year. Any day(s) in excess of 260 contract days shall result in a non-paid floating holiday.
46 Said holiday shall not result in a substitute and shall be mutually agreed upon by employee and
47 supervisor.



1 **Section 7.10.**

2 An employee who believes they are being required to complete work not covered by their job
3 description shall discuss their concern with their immediate supervisor. If the issue is not resolved to
4 the employee’s satisfaction, the employee may submit a written request to be reclassified to the Human
5 Resources Office for review. Any employee-initiated cross classification work for personal
6 professional development is exempt from applying to the reclassification committee. The Human
7 Resource Office shall notify the Association that it has received a request for review.

8
9 **Section 7.10.1.**

10 The committee shall consist of two (2) representatives from the Association and two (2) from
11 the District. No employee requesting reclassification shall be involved in the review process.
12 The Reclassification Committee meets from October 1 to May 1. Any application received
13 after May 1 will not be reviewed until October of the next school year.

14
15 **Section 7.10.2.**

16 The committee may conduct its business at the District’s option during non-working hours and
17 shall have the following responsibilities:

- 18
19 A. The committee is to conduct a review of the request to be reclassified.
20 B. The committee may:
21 1. Interview the employee requesting to be reclassified.
22 2. Interview the appropriate supervisory personnel and other relevant persons.
23 3. Review all documentation pertinent to the request.
24 C. The fact-finding committee shall maintain confidentiality of information.
25 D. Upon completion of its fact-finding review, the committee will make the decision and will
26 meet with the District designee in Human Resources to provide an explanation for the
27 decision.
28 E. Should the District decide to reassign duties rather than reclassifying the employee, such
29 decision must be made within ten (10) working days from the completion of “D” and then
30 implemented within twenty (20) working days from the completion of “D”. The
31 reclassification committee shall have the right to review the decision within sixty (60)
32 working days from the completion of “D”. If the duties have not been reassigned, the
33 committee’s decision to reclassify stands.

34
35 **Section 7.11. Transfers.**

36 Each employee is limited to one (1) transfer during the August 1 to January 31 time period and one (1)
37 transfer during the February 1 to July 31 time period each year provided they have received
38 satisfactory ratings on their previous evaluation and received no discipline during the prior twelve (12)
39 months. The above dates refer to the job start date not posting dates.

40
41 It is understood that the intent of this section is not to count it as a transfer if you submit a transfer
42 request but never actually make the transfer. This applies to actual transfers only.

43
44 Transfer - A transfer is a within classification, lateral move from one position to another with
45 the same rate of pay either within a work site or at another work site. A transfer can be across
46 classifications such as a Secretary I to a Secretary I, Para-educator to a Para-educator.

Promotion - A promotion is a move that includes an increase in the employee's hourly rate of pay. A promotion can be within or across classifications such as a Secretary I becoming an Office Manager (within classification) or a Para-educator becoming a Secretary I (across classifications).

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

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

- | | |
|---------------------------|--|
| 1. New Year's Day | 7. Veterans' Day |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. Presidents' Day | 9. Day after Thanksgiving Day |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. Day before or after Christmas Day |
| 6. Labor Day | 12. Day before or after New Year's Day |

Section 8.1.1. Unworked Holidays.

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

Section 8.1.2. Worked Holidays.

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus twice their base rate for all hours worked on such holidays.

Section 8.1.3. 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.

Section 8.2. Vacations.

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

1 **Section 8.2.1.**

2 260 Day Vacation Calculator

		Years of Service				
Days Worked	Hours/Day	0-5 Vacation Rate	6-10 Vacation Rate	11-15 Vacation Rate	16-20 Vacation Rate	21 + Vacation Rate
260	x	23.6	16.25	13.86	12.09	11.31

10 Add Number of Days worked + Holidays. Multiply by Hours per day. Divide by
11 Vacation Rate to determine Vacation Credit.

14 Example: 260 days x 8 hours/day=2080 hours. 2080 hours/13.86 (Step III)= 150
15 hours or 18.75 days of vacation.

17 **Section 8.2.2.**

19 Less than 260 Day Vacation Calculator

		Years of Service				
Days Worked	Holidays	Hours/ day	0-7 Vacation Rate	8-14 Vacation Rate	15-19 Vacation Rate	20+ Vacation Rate
180	11	x	25	16.7	13.15	11.8

200	11	x	25	16.7	13.15	11.8
-----	----	---	----	------	-------	------

28 Add Number of Days worked + Holidays. Multiply by Hours per day.
29 Divide by Vacation Rate to determine Vacation Credit.

31 Example: 180 days + 11 Holidays=191. 191 x 6 hours/day=1146 hours
32 per year. 1146/25 (stepI)=45.84 vacation hours.

34 **Section 8.2.3.**

35 In computing the total vacation credit for any period of service, part of an hour will be
36 disregarded if less than one-half (1/2) hour; otherwise, it will be counted as a full hour.

37 **Section 8.2.4.**

38 All hours worked will be counted in the computation of vacation credit, and hours worked at
39 premium rates shall be counted as straight-time hours in such computation. For every regular
40 workday from which an employee is absent due to a compensated leave, the hours of the
41 employee's normal work shift shall be credited as if worked.

42 **Section 8.2.5.**

43 Any employee who is discharged or who terminates employment shall receive payment for
44 unused accrued vacation up to thirty (30) days with their final paycheck.



1 **Section 8.2.6.**

2 Except as provided in the following section, any vacation credit currently due but unused by the
3 new accrual date each year shall be cumulative up to twenty-five (25) days based on average
4 daily hours worked, provided, however, no employee shall be denied accrued vacation benefit
5 due to District employment needs. Employees shall be able to request up to three (3) weeks of
6 vacation leave without their immediate supervisor’s approval. Vacation request over three (3)
7 weeks will need approval by their immediate supervisor. Vacation requests will be in
8 accordance with Section 8.2.1.

9
10 **Section 8.2.7.**

11 Employees who work less than twelve (12) months per year shall receive payment for unused
12 accrued vacation prorated in their annual contract. Any employee who is discharged or who
13 terminates employment shall receive payment for unused accrued vacation credit with their
14 final paycheck. Any employee leaving without two (2) weeks written notice shall forfeit
15 accrued vacation credit and pay as liquidated damages. An exception to this requirement shall
16 be made for death, serious illness, or required military service of the employee or immediate
17 family member.

18
19 **Section 8.2.8.**

20 Vacations may be scheduled the two (2) weeks immediately prior to the first day of instruction
21 provided:

- 22
23 1. The building, in the case of custodial and maintenance employees, or the fleet, in the case
24 of transportation employees, is deemed ready for the opening of school by the supervisor.
25 2. There are no unusual circumstances requiring all employees to be on duty.
26 3. At least one (1) custodian must be on duty each day at each elementary school and middle
27 school and three (3) custodians must be on duty each day at the high school.
28 4. At least two (2) mechanics must be on duty each day at the transportation center.
29
30
31

32 **ARTICLE IX**

33 **LEAVES**

34
35
36 **Section 9.1. Sick Leave.**

37
38 **Section 9.1.1. Sick Leave.**

39 Sick leave shall be earned based upon one (1) day per month worked to a maximum of twelve
40 (12) days per year. All accumulation shall be based on average daily hours worked. Deduction
41 of sick leave shall be based on the employee’s scheduled workday. The District shall project
42 the number of annual hours of sick leave at the beginning of the school year and such
43 projection shall be posted to the employee’s sick leave account. Accumulated sick leave will be
44 expended on an hourly rather than a daily basis. Leave not taken shall accumulate to it legal
45 limit.

46
47 Sick leave may be used for personal illness or injury and recovery therefrom; or to care for a
48 child of the employee with a health condition that requires treatment or supervision; or to care



1 for a spouse, registered domestic partner, parent, parent-in-law, or grandparent of the employee
2 who has a serious health condition or emergency condition.

3
4 A doctor's verification of illness may be required for illness lasting more than three (3)
5 consecutive days, or for employees who have exhausted all available sick leave. Doctor and/or
6 dental appointment time will be subtracted from an employee's accrued sick leave if taken
7 within the regular work day. Actual time in nearest quarter (1/4) hours will be subtracted, with
8 a minimum of a quarter (1/4) hour. Employees are strongly encouraged to make appointments
9 outside of the regular workday, whenever possible.

10
11 Up to three days of sick leave may be used upon the birth or adoption of the employee's child.

12
13 **Section 9.1.1.1. Sick Leave Attendance Incentive Program.**

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

22
23 **Section 9.1.1.2.**

24 At the time of separation from school district employment due to retirement or death,
25 an eligible employee or the employee's estate shall receive remuneration at a rate equal
26 to one (1) day's current monetary compensation for each four (4) full days accrued
27 leave for illness or injury. (WAC 392-136-020).

28
29 **Section 9.1.2. Industrial Insurance.**

30 In the event employees are absent for reasons which are covered by Industrial Insurance, the
31 District shall pay the employee an amount equal to the difference between the amount paid the
32 employee by the Puget Sound Worker's Comp and the amount the employee would normally
33 earn. A deduction shall be made from the employee's accumulated sick leave in accordance
34 with the amount paid to the employee by the District.

35
36 Employees are encouraged to meet with the Payroll Department to discuss their options for
37 absences covered by Industrial Insurance.

38
39 **Section 9.1.3. Leave Sharing.**

40 It is mutually agreed that the District will implement a leave-sharing program that is consistent
41 with State law and District policy.

42
43 **Section 9.1.4. Emergency Leave.**

44 Sick leave may also be used for emergencies. In the event of situations which require the
45 employee to be absent from duties, emergency leave shall be granted. A maximum of four (4)
46 prorated days may be used for emergency purposes each year. Additional days may be granted
47 by approval of the Superintendent.

1 Conditions for granting emergency leave, which comes out of sick leave, are as follows:

- 2
- 3 1. Emergencies are those events, which are suddenly precipitated, or which is of such a
- 4 nature that generally pre-planning by the employee is not possible. The situation cannot
- 5 be one of minor importance or mere personal convenience but, is serious, essentially
- 6 unavoidable and of importance. Example: a threat to the employee's property (flooding,
- 7 storm and fire).
- 8 2. The employee will call the principal/supervisor or designee and will explain the
- 9 situation and request that emergency leave be allowed.
- 10 3. Unused emergency leave shall not accrue from year to year.
- 11 4. Emergency leave, without any deduction from salary, may be determined and granted
- 12 by the Superintendent or designee for days in excess of days granted above as long as
- 13 sick leave is available to the employee.
- 14

15 **Section 9.2. Leave for Bereavement.**

16 Each employee shall be entitled to a maximum of five (5) days (per occurrence) leave with pay for
17 absence caused by death of an employee's child, stepchild, foster child, spouse, domestic partner,
18 parent, step-parent, grandparent, grandchild, sibling, or parent-in-law. In addition, an employee may
19 request one (1) day of leave for bereavement in cases of death of a close friend. Such requests shall be
20 submitted to the personnel office. Such bereavement leave shall not be deducted from sick leave.
21 Bereavement leave is noncumulative.

22 **Section 9.2.1.**

23 Each employee shall be entitled to a maximum of two (2) days leave with pay for absence
24 caused by death of an employee's child-in-law, sibling-in-law, aunt, uncle, nephew or niece.

25 **Section 9.2.2. Out of State Travel**

26 Exceptions to Section 9.2 and 9.2.1 may be granted by the Superintendent if travel time out of
27 state is required an additional two (2) days may be granted.

28 **Section 9.3. Family Care.**

29 In accordance with the State Family Care Act, RCW 49.12.265-49.12.295 and its implementing
30 regulations and definitions, an employee may use accumulated sick leave, vacation, or personal leave
31 to care for:

- 32 a) A child of the employee under the age of eighteen with a health condition that requires
- 33 treatment or supervision or eighteen years of age or older incapable of self care because of a
- 34 physical or mental disability; or
- 35 b) Employee's spouse, registered domestic partner, parent, parent-in-law, sibling, grandchild or
- 36 grandparent with a serious health condition or emergency condition.
- 37

38 Advance leave may not be used for this purpose until it has been earned. All normal conditions
39 relating to appropriate use of leave shall be applicable to family care leave, including reasonable notice
40 where possible and documentation of need upon reasonable request for verification.

41 Additionally, each employee shall be entitled to a maximum of two (2) days leave with pay to enable
42 the employee to care for a member of the employee's immediate family. Leave for family illness shall

1 be used only in the event the family member is unable to care for him/herself and there is no other
2 family member available to provide care. These additional days do not accumulate from year to year.

3
4 **Section 9.4. Personal Leave.**

5 An employee shall be granted up to three (3) days with pay for personal reasons. An employee may
6 accumulate up to a maximum of six (6) days of leave at any given time.

7
8 Employees shall submit in advance, whenever possible, a written request for personal leave to the
9 immediate supervisor for approval. Such written notice shall be signed by the supervisor.

10
11 No more than ten (10) percent of the employees per work site shall be granted personal leave for the
12 same day subject to the supervisor's discretion. It shall be the responsibility of the District to
13 immediately notify an employee requesting personal leave if the ten (10) percent employee limitation
14 has been exceeded. Failure to notify the employee by the District shall be construed as a granting of
15 said leave. Employee groups of less than ten (10) members, only one (1) employee per day may utilize
16 personal leave. During the months of September, May and June, no more than five (5) % of contracted
17 drivers shall be granted personal leave for the same day. Any additional requests shall be subject to
18 the supervisor's discretion.

19
20 If not used, the less-than-twelve-month employee may receive remuneration for such time in the July
21 pay period; the twelve-month employee may receive compensation for the unused personal leave in the
22 August pay period. Employees shall receive remuneration for unused personal leave at their normal
23 rate of pay.

24
25 **Section 9.5. Family Leave.**

26 Eligible employees will have rights that are afforded under the FMLA or the State Family Leave Act,
27 Chapter 49.78 RCW.

28
29 **Section 9.5.1. Maternity Disability Leave.**

30 Upon application, the district shall grant disability leave to an employee who is temporarily
31 disabled because of pregnancy or childbirth.

32
33 The duration of temporary disability leave due to pregnancy or childbirth shall be limited to the
34 actual period of disability as determined by the employee's physician, including leave prior to
35 and after the birth of the child. Disability leave due to pregnancy or childbirth shall be deducted
36 from the employee's accrued sick leave and shall be counted as FMLA leave for FMLA-
37 eligible employees.

38
39 Employees may be eligible for up to 12 workweeks of unpaid time off under the State Family
40 Leave Act during any twelve-month period because of the birth of a child of the employee and
41 in order to care for the child, or because of the placement of a child with the employee for
42 adoption or foster care, provided such leave is taken during the twelve-month period beginning
43 on the date of such birth or placement.

44
45 **Section 9.6. Judicial Leave.**

46 In the event an employee is summoned to serve as a juror, or is named as a codefendant with the
47 District, such employee shall receive a normal day's pay for each day of required presence in court;
48 provided, however, that any compensation received beyond expenses for such service shall be paid to

1 the District. Such repayment shall not exceed the employee's normal daily pay. In the event that an
2 employee is a party in a court action, such employee may request a leave of absence.

3
4 **Section 9.7. Leave of Absence.**

5
6 **Section 9.7.1. Leave of Absence.**

7 An employee who has completed two (2) consecutive years of service with satisfactory
8 evaluations, may make an application to the Board, for a one (1) year leave of absence. An
9 employee, at the sole discretion of the Board, may be granted one (1) year leave of absence
10 without pay for the purpose of study or other approved activities. Upon return from such leave
11 the employee shall be given the same job assignment as last held, if possible, or, in the
12 alternative, the employee shall be assigned to a substantially equivalent assignment.

13
14 Employees who are unable to perform their assigned duties due to being on Leave of Absence
15 are not eligible to bid or apply for open positions during their term of absence. Employees on
16 leave due to a Worker's Compensation claim, can appeal to the Executive Director of Human
17 Resources who will confer with PSE leadership to determine placement.

18
19 When an employee is on leave of absence, he/she must notify the district in writing of his/her
20 intention to return at least 90 calendar days prior to the expiration of the leave or rights to
21 return will be lost.

22
23 This section is not subject to grievance.

24
25 **Section 9.7.2.**

26 The returning employee will be assigned to the position, or equal position, occupied before the
27 leave of absence except as noted in Article XXI, Section 21.2. Employees hired to fill
28 positions of employees on leave of absence will be hired for a specific period of time, during
29 which they shall be subject to all provisions of this Agreement. It shall be the responsibility of
30 the employer to inform replacement employees of these provisions.

31
32 **Section 9.7.3.**

33 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
34 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
35 the employee is on leave of absence; provided, however, that if such leave is approved for
36 extended illness or injury, or for industrial injury, seniority shall accrue but shall not accrue for
37 more than two years per injury total.

38
39 **Section 9.8. Short-Term Adoption Leave.**

40 An employee, upon request, may be granted up to a maximum of three (3) days leave, on or about the
41 date of adoption of a child. Such leave shall be deducted from that accumulated pursuant to
42 Section 9.1.1 above.

43
44 **Section 9.9. Child Rearing Leave.**

45 Any employee who obtains custody of a minor child through birth, adoption, or any other legal means
46 shall be entitled to an unpaid leave of absence for a specified period of time not to exceed one calendar
47 year. The employee must provide written notification to the Superintendent and the immediate
48 supervisor two (2) weeks prior to going on leave. The leave shall be requested for a specific period of

1 time. The District may restrict return times to the first day of school and the first day of second
2 semester. At the conclusion of the leave the employee shall be reinstated to an equivalent position if
3 one exists, or placed on the reemployment list as specified in Section 10.10. Early return from leave
4 shall be at the District's discretion.

5
6 **Section 9.10. Religious Observances.**

7 Pursuant to state law, after consultation with Human Resources and pursuant to District guidelines,
8 employees are allowed two (2) unpaid holidays per calendar year for a reason of faith or conscience or an
9 organized activity conducted under the auspices of a religious denomination, church, or religious
10 organization. If the employee prefers to take specific days for a reason of faith or conscience, or to attend
11 an organized activity conducted under the auspices of a religious denomination, church, or religious
12 organization, the District will allow the employee to do so unless the employee's absence would impose
13 an undue hardship on the District or the employee is necessary to maintain public safety.

14
15 Undue hardship shall have the meaning established in rule by the Office of Financial Management.
16
17

18
19 **ARTICLE X**

20
21 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**
22

23 **Section 10.1.**

24 Each new hire shall remain in a probationary status for a period of not more than sixty (60) working
25 days following the hire date. During this probationary period the District may discharge such
26 employee. In the event an employee voluntarily transfers to another position or there is a gap in
27 employment of 45 or more days, the probationary period will begin again.

28
29 **Section 10.2.**

30 Upon completion of the probationary period, the employee will be subject to all rights and duties
31 contained in this Agreement retroactive to the hire date.
32

33 **Section 10.3. Seniority.**

34 No later than November 1 of each school year, the District will publish and distribute to all employees
35 and the Association, a seniority list ranking each employee from greatest to least seniority.
36

37 In the event that more than one (1) individual has the same seniority ranking after applying the above
38 provisions, all employees so affected shall participate in a drawing by lot, to determine position on the
39 seniority list. The Association and all employees so affected shall be notified in writing of the date,
40 place and time of the drawing. The drawing shall be conducted openly and at a time and place which
41 will allow affected employees and the Association to be in attendance.
42

43 **Section 10.4.**

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

- 45 A. Resignation;
- 46 B. Discharge for justifiable cause;
- 47 C. Retirement; or
- 48 D. Change in job classification within the bargaining unit, as hereinafter provided.

1 **Section 10.5.**

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

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

7
8 **Section 10.6.**

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

11
12 **Section 10.7.**

13 The employee with the earliest hire date shall have preferential rights regarding shift selection and
14 work outside the normal work schedule (including overtime). The employee with the earliest hire date
15 shall have preferential rights regarding promotions, assignment to new or open jobs or positions, and
16 layoffs when ability and performance are substantially equal with applicant/junior employees. If the
17 District determines that seniority rights should not govern because an applicant/junior employee
18 possesses ability and performance substantially greater than a senior employee or senior employees,
19 the District shall set forth in writing to the employee or employees and the organization's grievance
20 committee chairman its reasons why the senior employee or employees have been bypassed.

21
22 **Section 10.7.1.**

23 Unit members that are transferring or being promoted must contact potential supervisor.
24 Supervisor facilitates realistic job preview which may include job shadow at no wage loss to
25 employee's current shift/hours. At the District discretion a substitute may be provided.

26
27 **Section 10.7.2.**

28 The District and the association have a mutual interest in supporting professional growth for
29 employees. Creating a system that supports job advancement opportunities (promotion) is one
30 way to support professional growth. Given this mutual interest, the right for an employee to
31 return to his or her previous job when advancement efforts are unsatisfactory, supports job
32 advancement efforts benefiting and protecting both the employee and the District.

33
34 The following procedure is intended to outline the right for an employee to return to his/her
35 previous position.

- 36
37 1. Within thirty (30) working days after beginning in a new position, either the employee
38 or his/her supervisor may direct a return to the employee's position.
- 39
40 2. During the thirty (30) working day right to return period, the vacated position will not
41 be filled on a permanent basis.

42
43 **Section 10.8.**

44 Employees who change job classifications within the bargaining unit shall retain their hire dates in the
45 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire
46 date and a new classification.



1 **Section 10.9.**

2 The District shall publicize within the bargaining unit for five (5) working days the availability of new
3 or open positions. Existing positions may be increased up to sixty (60) minutes per day before the
4 additional time is considered an opening, requiring posting.

5
6 A copy of the job posting shall be forwarded to the President of the Association and to the Association
7 representative of the classification concerned.

8
9 **Reduction in Hours.**

10
11 **Section 10.10. Definition:**

12 The term reduction of hours means a loss of time of at least one-half (.5) hours not due to disciplinary
13 reasons. A reduction of hours shall not constitute a layoff.

14
15 In case of reduction of hours the Union and District agree to meet and confer regarding said reductions.
16 As part of the meet and confer process, district seniority will be considered whenever possible,
17 dependent upon program need.

18
19 Regular employees (excluding temporary employees and substitutes) whose hours are reduced will
20 have the right to restoration of hours as hours become available within classification by seniority. As
21 long as the employee is qualified to assume the restored hours and does not conflict with the
22 employee's current schedule.

23
24 **Section 10.11.**

25 The term "layoff" shall mean termination from employment for other than disciplinary reasons.

26
27 **Section 10.11.1. Reduction in Force Due to School Closure.**

28 In the event of a reduction in force due to school closure, a senior employee whose position is
29 being eliminated may replace the least senior employee in an equivalent or lower paid position
30 within their classification as identified in Schedule A. The senior employee must possess the
31 skills necessary to perform the duties of the position they will assume. The employee will have
32 30 working days in the position to demonstrate his/her ability to assume said position. If the
33 employee is unable to perform the skills of the new position the employee will be notified of
34 the concern on or before the 15th working day. If at 30 days in the position the employee
35 remains unable to demonstrate the required skills, the employee will be placed on lay-off status.
36 Senior employees may not replace others who have greater qualification (i.e. a Para educator I
37 may not replace a Para educator II) but may replace those with lesser qualifications (i.e. a
38 Secretary II may replace a Secretary I). The District will facilitate the process of lay-off and
39 placement until the least senior employee(s) being displaced is placed on lay-off status.

40
41 **Section 10.12.**

42 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
43 District according to seniority ranking.

44
45 When an employee is on the reemployment list, positions will be filled as follows:

- 46
47 • Open positions will be posted online on the District website to current employees and to those
48 employees on the reemployment list.

- Positions will be filled as provided in Section 10.7.
- Employees shall not gain in hours or rate of pay solely because they are on the reemployment list unless they are the most senior in that classification.
- Employees on the reemployment list are to have priority over outside candidates when filling an opening in the classification held immediately prior to layoff.
- Names shall remain on the reemployment list for two (2) years.

Section 10.13.

Employees on layoff status shall file their contact information in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address. Said employees are responsible for applying for open positions posted on the website. Employees may notify the District of their interest in an open position by submitting a letter of interest either in person or via email.

Section 10.14.

An employee shall forfeit rights to reemployment as provided in Section 10.12 if the employee does not comply with the requirements of Section 10.13 to provide current contact information, or if the employee does not respond to the offer of reemployment within fifteen (15) days.

Section 10.15.

The offer of reemployment must be in the same particular classification held immediately prior to layoff and the new hours shall be at least 75% of the previous hours held.

ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.

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

Section 11.2. Notification To Non-Annual Employees.

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

Section 11.2.1.

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

Section 11.2.2.

Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.



1 **Section 11.3.**

2 Except in extraordinary cases, and as otherwise provided in this Article, the District will give
3 employees two (2) week's notice of intention to discharge.
4
5
6

7 **ARTICLE XII**

8
9 **INSURANCE AND RETIREMENT**
10

11 **Section 12.1. Entitlement.**

12 Beginning September 1, 2020, the District will deposit forty-five dollars (\$45) per month into
13 individual VEBA accounts for every employee covered by the PSE contract who is eligible for
14 insurance benefits through SEBB..
15

16 **Section 12.1.1.**

17 The District will pay for the entire cost of the amount funded/required by the state for retired
18 employees' insurance (HCA) subsidy payments.
19

20 **Section 12.2. Insurance Pooling.**

21 It is agreed that the District shall pool insurance benefits in September and again in October of each
22 year. All employees subject to this Agreement who are hired on/after November 1st of each year shall
23 be entitled to the amount defined in Section 12.1 of this Agreement, per FTE, based upon 1350 hours
24 of work, and shall not participate in the insurance premium pool.
25

26 **Section 12.3.**

27 Individual employee's monthly entitlement for insurance plan contribution shall be apportioned as
28 follows:
29

- 30 A. The District shall first pay from the employee's entitlement the premium for Dental and Vision
31 insurance, Long Term Salary Insurance and Life Insurance/Accidental Death and Dismemberment
32 Insurance.
- 33 B. Employees shall notify the District of their individual choice among mutually approved plans
34 exclusive of Dental, Vision, Long Term Salary Insurance and Life Insurance/Accidental Death and
35 Dismemberment Insurance.
- 36 C. In order to be eligible for benefits this Agreement, an employee must have a benefit factor of more
37 than .21 as calculated by the District's payroll department. (By way of example, this means an
38 employee who works 1.6 hours or less per day for at least 180 days or who works an average of 8
39 hours a week or less for at least 180 days would not be eligible for benefits.) Only those employees
40 eligible for benefits participate in the mandatory insurance programs set forth in this section.
41

42 **Section 12.4.**

43 Employees shall be entitled to augment their individual monthly entitlement among chosen insurance
44 plans subject to providing the District written authorization for withholding adjustments and
45 deductions.
46

47 **Section 12.5.**

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

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Section 12.6.

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

Section 12.7.

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

Section 12.8.

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employee's Retirement System, the District shall report all hours worked, whether straight time, overtime or otherwise.

Section 12.9.

All employees subject to this Agreement shall be entitled to participate in mutually approved tax shelter annuity plans. 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
PROFESSIONAL DEVELOPMENT

Section 13.1.

In the mutual interest of the District and Association, the District shall cause funds to be available, which may be used by employees subject to this agreement for professional development.

Section 13.2.

The members of PSE involved in the Conference Committee referenced in Section 6.1, will be responsible to survey members regarding member interests as it relates to professional development. The Conference Committee will schedule up to 3 meetings a year that include time on the agenda to discuss professional development.

The administrator charged with organizing professional development for the District will attend these meetings and will work with supervisors, building administrators, and staff to create a program to the extent possible that addresses the professional development needs of employees and in light of district goals.

Section 13.3.

The District will pay for the cost of classes for all mandatory training (First Aid, CPR, AED) as required per job descriptions. Training will be provided outside of contracted time without compensation to the employee.

ARTICLE XIV



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ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1.

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

Section 14.2.

The District shall notify chapter leadership of all prospective new hires and a list of the new employees will be supplied to the Association monthly.

Section 14.3.

The District shall deduct PSE State and local chapter dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit State funds dues deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

Section 14.4.

The District will notify the President of Public School Employees of Stanwood-Camano of all new hires within five (5) 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 14.5. Checkoff.

The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

Section 14.6. COPE Contribution (Committee on Political Empowerment).

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union. The employee may revoke the request at any time. At least annually, the employee shall be notified by Public School Employees about the right to revoke the request.

The District shall deduct PSE voluntary political contributions from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110, provided a minimum of five (5) employees request to participate in said salary deduction. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

The Association will indemnify, defend, and hold the District harmless against any claims, suits, orders, and/or judgments against the District on account of any check-off of Association dues or voluntary political contributions.

ARTICLE XV



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GRIEVANCE PROCEDURE

Section 15.1. Grievance Process.

The purpose of this procedure is to provide for an orderly method of resolving grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement. All grievances shall be resolved in strict compliance with this Article. Time limits under unusual circumstances may be extended by mutual consent. Employees have the right to Association representation at all times during this procedure. Employees have the right to forego Association representation in this procedure and at any time during the process may choose to withdraw their grievance.

Section 15.1.1. Grievance Steps Outline.

Step 1: Zero to thirty (0-30) days of the occurrence-written statement- Supervisor discussion (See 15.2.1)

1. If resolved – the grievance stops here
2. If unresolved – continue to Step II

Step II: Fifteen (15) days from Step I – Employee submits written grievance statement and meets with the Executive Director of Human Resources (See 15.2.2)

1. If resolved – grievance stops here
2. If unresolved - continue to Step III

Step III: Ten (10) days from Step II. Superintendent hearing. (See 15.2.3)

1. If resolved – grievance stops here
2. If unresolved - continue to Step IV

Step IV: Fifteen (15) days from Step III. Association meets to Validate Grievance. (See 15.2.4)

1. If the grievance is validated – continue to Step V
2. If the grievance is not validated – Grievant may appeal to the PSE State Grievance Panel (see Section 15.2.4.1)

Step V. Arbitration (See 15.2.5)

Section 15.2. Grievance Procedure.

Section 15.2.1. Step I.

All grievances shall be brought in writing to the immediate supervisor in accordance with this Section within thirty (30) days of the occurrence of the grievance to be considered valid and subject to further processing.

1 **Section 15.2.2. Step II. Reduce to Writing and Meet with the Executive Director of Human**
2 **Resources.**

3 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
4 subsection, the employee will within fifteen (15) days of the supervisor's Step I response,
5 reduce to writing and submit to the Executive Director of Human Resources a statement of the
6 grievance containing the following:

- 7 1. The facts on which the grievance is based;
8 2. A reference to the provisions in this Agreement which have been allegedly violated; and
9 3. The remedy sought.

10
11 The Executive Director of Human Resources shall schedule a meeting to discuss the grievance
12 within ten (10) days of having received the written statement of grievance. Following this
13 meeting, the Executive Director of Human Resources will issue a decision within five (5) days.
14 If an agreeable disposition is made, all parties to the grievance shall sign it. If a settlement was
15 not reached, the grievance may will move to Step III.

16
17 **Section 15.2.3. Step III – Superintendent or Assistant Superintendent Grievance Hearing.**

18 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
19 subsection, the employee shall, within ten (10) days of receiving the decision from the
20 Executive Director of Human Resources, submit the written statement of grievance to the
21 superintendent. The Superintendent will have ten (10) days from receipt of the written
22 statement of grievance to schedule a hearing on the grievance. Following the hearing, the
23 Superintendent or Assistant Superintendent, shall issue a decision within five (5) days. If an
24 agreeable disposition is made, all parties to the grievance shall sign it. If a settlement was not
25 reached, the grievance may move to Step IV.

26
27 **Section 15.2.4. Step IV – Association Meets to Validate Grievance.**

28 If no settlement has been reached in Step III, the Association has fifteen (15) days following
29 the Superintendent's or Assistant Superintendent's decision to meet to validate the grievance. If
30 the Association believes the grievance to be valid, a written statement of grievance shall be
31 submitted within ten (10) working days to the Superintendent. If the association does not
32 validate the grievance, the Grievant has the right to appeal to the PSE State Office Grievance
33 Panel for resolution.

34
35 **Section 15.2.4.1.**

36 If the Association does not validate the grievance per Step IV, and the Grievant chooses
37 to appeal to the PSE State Office Grievance Panel, the employee must notify the
38 Superintendent or designee within ten (10) days of the Associations' Step IV meeting of
39 their intent to appeal. The Grievance Process will cease if the State Office Grievance
40 Panel does not validate the grievance.

41
42 **Section 15.2.5. Step V - Arbitration.**

43 If no settlement has been reached within the fifteen (15) days referred to in the preceding
44 subsection, the Association may demand arbitration of the grievance. In the event an arbiter
45 cannot be agreed upon, the parties shall jointly request the American Arbitration Service to
46 submit a panel of seven (7) arbiters. Such request shall state the general nature of the case and
47 ask the nominees be qualified to handle the type of case involved. When notification of the
48 names of the seven (7) arbiters is received, the parties in turn shall have the right to delete a

1 name from the panel until only one (1) name remains. The remaining person shall be the
2 arbiter. The right to delete the first name from the panel shall be determined by lot by the party
3 not seeking arbitration. The process shall be completed within five (5) days of receipt of the
4 list.

5 **Section 15.2.5.1.**

6 Arbitration proceedings shall be in accordance with the following:

- 7 1. The arbiter shall hear and accept pertinent evidence submitted by both parties and
8 shall be empowered to request such data as the arbiter deems pertinent to the
9 grievance and shall render a decision in writing to both parties.
- 10 2. The arbiter shall be authorized to rule and issue a decision in writing on the issue
11 presented for arbitration, which decision shall be final and binding on both parties.
- 12 3. The arbiter shall rule on the basis of information presented in the hearing and on the
13 basis of the arguments and contentions of the parties as set forth in any Pre or Post
14 Hearing briefs and shall refuse to receive any evidence after the hearing except by
15 mutual agreement.
- 16 4. Each party to the proceedings may call such witnesses as may be necessary in the
17 order in which their testimony is to be heard. Such testimony shall be pertinent to
18 the matters set forth in the written statement of grievance. The arguments of the
19 parties, may be supported by oral comment and rebuttal. Such arguments of the
20 parties, whether oral or written, shall be pertinent to and directed at the matters set
21 forth in the grievance.
- 22 5. Each party shall pay any compensation and expenses relating to its own witnesses or
23 representatives.
- 24 6. The costs for the services of the arbiter, if any, including per diem expenses, travel,
25 and subsistence expenses, and the cost of any hearing room, will be borne by the
26 losing party to the arbitration. All other costs will be borne by the party incurring
27 them.
- 28 7. The total costs of the stenographic record (if requested) will be paid by the party
29 requesting it.

30
31 **Section 15.3.**

32 Neither the employer nor the Association shall discriminate against any employee for taking any action
33 under this Article.
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42 **ARTICLE XVI**

43 **TRANSFER OF PREVIOUS EXPERIENCE**
44
45

1 **Section 16.1.**

2 Any new hire just previously employed by any school district in the State of Washington, and who is
3 hired to perform work similar to that in which previously engaged, will be given longevity credits in
4 the District in accordance with this Article.

5
6 **Section 16.2. Transfer of Prior Work Experience.**

7 New hires shall be permitted to transfer prior work experience for placement on Schedule A only.
8 Public School Employees (PSE) and the District will meet and confer to determine said placement.
9

10
11
12
13 **ARTICLE XVII**

14
15 **SALARIES AND EMPLOYEE COMPENSATION**
16

17 **Section 17.1.**

18 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
19 worked. Each employee shall receive a full accounting and itemization of authorized deductions,
20 hours worked, and rates paid with each paycheck.
21

22 **Section 17.1.1.**

23 Employees underpaid by fifty dollars (\$50.00) or more by an error of the District shall be made
24 whole within five (5) business days of notifying the District in writing. If the employee
25 contributed to the error, the correction and reimbursement shall be made at the next regular pay
26 period.
27

28 **Section 17.2.**

29 Employees working less than twelve (12) months during the period September 1 through August 31,
30 will be paid in twelve (12) equal installments starting September 30 and ending August 31st with
31 District paid benefits continuing in July and August.
32

33 **Section 17.2.1.**

34 Apportionment shall be consistent with the following rules:
35

- 36 A. Compensable benefits shall include: Forecasted annual hours of regular employment
37 (exclusive of extra trip/overtime/special services contingencies), eligible holiday pay and
38 vacation credit. This section does not affect the provisions of Section 17.5 (retroactive pay)
39 herein.
40 B. The District shall adjust the monthly payments to accommodate significant changes in
41 hours of annual employment as soon as practicable.
42 C. The District shall pay extra trips/overtime/special service as soon as practicable, but in no
43 case later than two (2) calendar months after the compensable occurrence.
44

45 **Section 17.3.**

46 Salaries in each classification are averaged, based on the following comparison districts: Arlington,
47 Lake Stevens, Marysville, Monroe, Mt. Vernon, Oak Harbor, and Snohomish.
48

1 **Schedule A:** The salaries reflected on Schedule A are determined in the following way: The District
2 reviews the hourly pay for job-alike positions in the comparison districts.

3
4 An average low hourly rate is determined by taking the lowest hourly rate for each position in each
5 comparison district and averaging those rates. An average high hourly rate is determined by taking the
6 highest hourly rate for each position in each comparison district and averaging those rates. The
7 average low hourly rate becomes the step one rate (0-1 years) on Schedule A; the average high hourly
8 rate becomes the step three rate (8-14 years) on Schedule A. The step two rate (2-7 years) is
9 determined by subtracting ten cents (\$0.10) per hour from the step three rate. Step four (15-19 years),
10 step five (20-24 years), and step six (25+ years) are longevity steps on Schedule A and are based on the
11 step three rate. For school year 2020-21, Step four will be paid one dollar (\$1.00) per hour above the
12 step three rate. Step five is currently paid one dollar and fifty cents (\$1.50) per hour above the step
13 three rate and step six is currently paid two dollars (\$2.00) per hour above the step three rate.

14
15 For school year 2021-22, Step four will be paid one dollar and fifty cents (\$1.50) per hour above the
16 step three rate. Step five is currently paid two dollars and fifty cents (\$2.50) per hour above the step
17 three rate.

18
19 For school year 2022-23, Step four (15-19 years), step five (20-24 years), and step six (25+ years) are
20 longevity steps on Schedule A and are based on the step three rate. Step four will be paid one dollar
21 and seventy-five cents (\$1.75) per hour above the step three rate. Step five is currently paid two
22 dollars and twenty-five cents (\$2.25) per hour above the step three rate, and step six is currently paid
23 three dollars and twenty-five cents (\$3.25) per hour above the step three rate.

24
25 Effective September 1, 2020, the District shall increase the 2020-2021 Schedule A positions three
26 percent (3%) increase to all positions after the cohort average.

27
28 Effective September 1, 2021, two percent (2%) increase to all positions.

29
30 Effective September 1, 2022, the contract shall be opened for wages and benefits.

31
32 Both parties also agree to bargain any and all changes, additions, deletions and interpretations of EHB
33 2242.

34
35 All eligible employees will receive step increases for the duration of the collective bargaining
36 agreement. Classified employees covered by this Agreement will receive State-authorized and fully
37 funded cost-of-living adjustments or any state allocation in addition to any negotiated salary increases.
38 All wage increases contained in this Agreement are contingent upon levy passage.

39
40 If there are increases or decreases in the State funding allocation for classified employees salaries
41 during the term of the Agreement, Section 17.3 and Schedule A may be reopened upon request by
42 either party to negotiate salary.

43 **Section 17.4.**

44 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this
45 Agreement if possible, and in any case not later than the second regular payday. In the case of
46 retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such retroactive
47

1 pay shall be paid on the first regular payday following agreement on such schedule, if possible, and in
2 any case not later than the second regular payday.

3
4 **Section 17.5.**

5 Incremental steps, where applicable, shall take effect on September 1 of each year during the term of
6 this Agreement; provided, the employee has been actively employed continuously since March 1 of the
7 previous employment year.

8
9 **Section 17.6.**

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

12
13 **Section 17.7.**

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

16
17 **Section 17.8.**

18 Any employee required, by the supervisor, to travel from one site to another in a private vehicle during
19 working hours shall be reimbursed at the current Internal Revenue Service reimbursement rate per
20 mile.

21
22 **Section 17.9.**

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

25
26 **Section 17.10.**

27 The District shall provide appropriate and sanitary restrooms for male and female employees adjacent
28 to their workstation.

29
30 **Section 17.11.**

31 Food Service employees upon reaching and maintaining the second and third step of their certification
32 shall receive an additional twenty-five (25) cents for each step. Their documentation must be
33 submitted by October 1st of each school year.

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37 **ARTICLE XVIII**

38 **TERM AND SEPARABILITY OF PROVISIONS**

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41 **Section 18.1.**

42 The term of this Agreement shall be September 1, 2020 to August 31, 2023.

43
44
45 **Section 18.2.**

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

1 **Section 18.3.**

2 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
3 parties in writing. Should the state authorize and fund the Implicit Price Deflator or a Cost of Living
4 Adjustment for any given year during this Agreement, the District shall dispense the state identified
5 percentage to all classifications for salaries.
6

7 **Section 18.4.**

8 If any provision of this Agreement or the application of any such provision is held invalid, the
9 remainder of this Agreement shall not be affected thereby.
10

11 **Section 18.5.**

12 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
13 State or Federal statutes or regulations.
14

15 **Section 18.6.**

16 In the event either of the two- (2) previous sections is determined to apply to any provision of this
17 Agreement, such provision shall be renegotiated pursuant to Section 18.3.
18

19 **Section 18.7.**

20 Employees will report to work, when afforded safe conduct, if a third party is involved in a work
21 stoppage that does not involve the Agreement between the Stanwood-Camano School District and
22 Public School Employees of the Stanwood-Camano School District.
23

24
25
26 **ARTICLE XIX**

27
28 **EMPLOYEE EVALUATION**
29

30 **Section 19.1. Annual Evaluation.**

31 Employees within the bargaining unit with 180 days or fewer days of employment with the District
32 shall be evaluated at least once annually prior to June 1, but may be evaluated at any time. Employees
33 within the bargaining unit with more than 180 days of employment with the District shall be evaluated
34 at least once annually prior to July 1 or the employee's last working day of the year if the employee
35 does not work a full calendar year, but may be evaluated at any time. Should the District fail to issue
36 an employee an evaluation within the stated timeframe, such employee will be considered to have been
37 overall satisfactory for that evaluation period. Employees shall be provided a copy of the evaluation
38 and be notified of the evaluation conference at least twenty-four (24) hours prior to said conference.
39

40 **Section 19.2. Performance Concerns.**

41 At any time during the school/work year, if an administrator/supervisor is concerned that an
42 employee's work performance needs improvement, the administrator/supervisor will discuss the
43 performance concerns with the employee and state the performance expectations. The expectations for
44 improvement may continue into the next school year. The performance concerns will be discussed
45 privately with the administrator/supervisor. Performance concerns cannot be used to mark an employee
46 unsatisfactory if these performance concerns were not discussed with the employee and communicated
47 in writing.
48

1 **Section 19.3. Evaluation Forms.**

2 Employees shall be evaluated by their immediate supervisor(s), in writing, using forms with consistent
3 expectations and standards provided by the District. The form shall be signed by the supervisor(s) and
4 the employee. A copy of the form shall be provided to the employee following the discussion of the
5 evaluation by the supervisor(s) with the employee. An employee may attach his/her own written
6 comments to said evaluation.

7
8 **Section 19.4. Plan of Improvement.**

9 If an employee's performance is judged unsatisfactory by the supervisor(s), the supervisor(s) shall
10 arrange a conference with the employee within ten (10) days of such determination and present a
11 District recommended plan for improvement. The establishment of a plan for improvement for
12 purposes of remediation of performance deficiencies shall not be considered disciplinary action.

13
14 **Section 19.5. Sixty-Day (60) Plan of Improvement.**

15 This 60 (work day) plan of improvement shall specifically include:

- 16 1. The area of deficiency.
- 17 2. The recommended performance levels.
- 18 3. The activities necessary to reach the desired performance level.
- 19 4. A schedule for follow-up evaluations during the plan of improvement.

20
21 At the completion of the 60 work day plan of improvement, options may include:

- 22 a) discontinuation of plan of improvement;
- 23 b) continuation of plan of improvement for no more than another 60 work day period;
- 24 c) reassignment or termination of employment.

25
26 **Section 19.6. Grievance Application.**

27 The grievance procedure shall only apply to procedural violation of this Article.
28
29
30

31 **A R T I C L E X X**

32 **A P P R E N T I C E S H I P**

33
34
35 **Section 20.1.**

36 Enrollees in the program shall receive the appropriate rate of pay for their positions, as specified on
37 Schedule A. Upon successful completion of the Washington Public School Classified Employees Joint
38 Apprenticeship and Training Committee (WPSCEJATC) or any other program that meets state and/or
39 local requirements, employees shall be eligible to receive the increase in their hourly rate of pay as
40 specified on Schedule A.

41
42 **Section 20.1.1.**

43 In the event an apprentice is deemed unsuccessful by the local JATC in completing any or all
44 parts of the approved standards, such apprentice waives contractual recourse through the
45 grievance procedure, Article XV.
46

1 **Section 21.3.**

2 It is agreed that all daily regular bus routes shall include one-half (1/2) hour per day for pre and post
3 trip inspections, to include fueling and cleaning of the vehicle used, in addition to actual driving time.
4 This would also include extra trips taken. Drivers of routes using cars or vans shall receive one-quarter
5 (1/4) hour per day in addition to actual driving time. A driver who reports to work and whose route is
6 subsequently canceled or whose route is reduced in time, shall receive a minimum call of two-(2)
7 hours compensation and assigned duties or the driver may elect to take a reduction in time.

8
9 **Section 21.4.**

10 During the school year, any route which has been increased in sum total by thirty (30) minutes or more
11 for greater than ten (10) consecutive days of work shall be re-posted for bid as a new run.

12
13 **Section 21.4.1.**

14 Special education routes shall be exempted from the thirty (30) minute rule until one (1) week
15 after the student ridership count week.

16
17 **Section 21.5.**

18 All trips other than regular daily scheduled bus runs shall be compensated at the employee's base
19 hourly rate for the duration of the trip.

20
21 **Section 21.6. Special Education/Preschool Routes.**

22 Special Education and Preschool drivers shall be paid for a two (2) hour minimum call unless they
23 receive a pre-notification of a trip cancellation prior to leaving home. Drivers whose actual route is
24 less than the two-hour minimum will be assigned additional duties in the transportation department for
25 that contracted time. To be paid minimum time, drivers must complete assigned additional duties in
26 the Transportation Department.

27
28 **Section 21.7. Extra Calls.**

- 29 A. All school bus trips, other than regular daily scheduled runs or those contiguous with the
30 normal work shift, shall be known as and referred to herein as "extra calls."
31
32 B. **Compensation.** Extra calls shall be compensated at the employee's base hourly rate for the
33 logged time of the trip (see Section 17.7). School bus drivers shall receive a minimum
34 compensation for each extra call assignment equivalent to two (2) hours driving time.
35
36 C. **Overtime.** Extra calls may not extend into overtime unless and until all trip board drivers are
37 into overtime and a substitute driver is not available. Such extra calls will be assigned to the
38 senior driver available in the rotation order. All hours worked in excess of forty (40) hours in
39 any workweek shall be compensated at the rate of one and one-half (1-1/2) times the driver's
40 base rate. In the event thirty (30) minutes or less remain between assignments, then, in such
41 event, the driver's base hourly rate shall continue without interruption. School bus drivers shall
42 receive a minimum compensation for each extra call assignment equivalent to two (2) hours
43 driving time.
44
45 D. **Extra Call Trip Board and Rotation List Management Overnight Extra Calls.** In the
46 event an extra call requires a driver to stay overnight outside the school district, such driver
47 shall be compensated for driving time and on-duty time at eight (8) hours per day or actual
48 hours worked, whichever is greater. On return travel days when the distance exceeds 200 miles

1 one way the driver will be compensated twelve (12) hours or actual hours worked whichever is
2 greater. Drivers must be provided eight (8) uninterrupted hours for sleeping purposes where
3 they may not be disturbed each day.
4

- 5 1. On-duty time may be interrupted by periods of non-duty time when the driver is released
6 from duty by the trip supervisor, at which point the supervisor will give the driver a specific
7 time to return which will become on-duty time again. If called back to work for a limited
8 time, the driver will be compensated according to section 21.7 B with a two (2) hour
9 minimum placement. In the event that return time is modified, it will be the supervisor's
10 responsibility to contact the driver, by phone, at least one (1) hour before such modified
11 time to allow the driver adequate time to return. Drivers who are required by their
12 designated trip supervisor to stay with the vehicle for security purposes shall not be
13 considered to be off-duty.
14
- 15 2. All on-duty time will be supported by a signed and completed EXTENDED/ OVERNIGHT
16 TIME LOG SHEET.

17
18 E. **Cancellation of Extra Calls.** If an extra call or trip should be cancelled without adequate
19 notice to allow the obligated drivers time to drive their regular route, such drivers shall be paid
20 as provided in Section 21.7(B) or the driver will be allowed the right to bid first on the next
21 week's trip board.
22

23 Any driver whose extra call or trip was cancelled with adequate notice will have the right to bid
24 first on the next weeks' trip board. If multiple trips are cancelled, the drivers bidding order will
25 be based on the order the trips were cancelled with the earliest cancellation bidding first.
26
27

28 F. **Extra Call Trip Board and Rotation List Management.**
29

- 30 1. The extra call trips consist of four (4) boards: the regular trip board Monday at 12:00 AM
31 through Sunday at 11.59 PM, the weekend board, the combination week/weekend trip
32 board and the short notice board. All four (4) boards will be managed by the transportation
33 shop stewards, or in their absence, an elected alternate.
- 34 2. All regular, non-probationary drivers working forty (40) hours or less per week shall be
35 given the opportunity to sign up for extra calls. Assignments to the regular trip board will
36 be placed by seniority. Assignments to the weekend trip board, the weekday/weekend
37 combination trip board, and the short notice trip board will be awarded on a rotational basis
38 using the seniority list developed for extra call trips.
- 39 3. The standardized posting time for extra calls shall be Monday morning at 7:00 AM prior to
40 regular runs. Any additional trips requested after Monday at 7:00 AM and prior to
41 Wednesday at 9:00 AM will be posted. It is acknowledged that each driver has the
42 responsibility to check the trip board following the Wednesday assignment meeting as well
43 as daily status on the board.
44
- 45 4. All known trips for the next seven (7) days (Monday at 12:00 AM through Sunday at 11:59
46 PM) shall be posted prior to Wednesday morning runs. An extra trip assignment meeting
47

1 shall be held following the Wednesday morning route. The driver must be present OR
2 make use of the extra trip assignment sheet for his/her preference of extra trips.
3

- 4 5. Any driver who chooses not to take the next assignment and is unavailable shall be passed
5 over for that round but receives no penalty.
6
- 7 6. If the time of a trip is substantially revised after the run has been assigned to a driver, the
8 driver will have the right to decline the run at the time of the notification of the change with
9 no penalty.
10
- 11 7. In addition to the regular trip board, a separate board (weekend trip board) will be used for
12 assignment of all weekend trips. Eligible drivers will sign up to be considered for weekend
13 trips as noted in paragraph two of this section. Weekend trips shall be assigned on a
14 rotational basis using the seniority list for extra call trips. If a weekend trip is canceled by
15 the District, the driver shall be awarded the next available weekend trip, if one is available.
16 If not, the driver shall be awarded a weekend extra trip the following weekend.
17
- 18 8. In addition to the regular trip board and the weekend trip board, a separate board will be
19 used for assignment of all combination weekday/weekend trips (combination trips). Eligible
20 drivers will sign-up to be considered for combination trips as noted in paragraph two of this
21 section. Combination trips shall be assigned on a rotational basis using the seniority list for
22 extra call trips. If a combination trip is canceled by the District, the driver shall be awarded
23 the next available combination trip, if one is available. If not the driver shall be awarded a
24 combination trip the following combination weekday/weekend.
25
- 26 9. Any trips that arise during the week following Wednesday's bidding and are in the present
27 trip assignment week will be assigned from the short notice trip board.
28
- 29 10. Turned in trips will result in the driver forfeiting a bid on the next week's trip boards,
30 excluding medical reasons and family emergencies.
31
- 32 11. Saturday Trip Board - If a Driver declines a Saturday trip that has been assigned to them,
33 the call out will begin from the Saturday Trip Board.
34
- 35 12. If a Saturday Trip is cancelled at the time and a half rate, the Driver has the choice to
36 choose a trip the following Saturday that is equal with the cancelled trip rate of pay.
37
- 38 13. Saturday trips shall be guaranteed at a four (4) hour minimum.
39

40 **Section 21.8. Mid-Day Routes/Trips.**

- 41
- 42 A. Regular drivers who wish to bid mid-day routes/trips must have at least fifteen (15) minutes or
43 more between the scheduled return time of the extra trip and the scheduled start time of his/her
44 afternoon route. At the discretion of the transportation director, the fifteen (15) minute
45 requirement may be waived. This decision is non-grievable.
46

- B. If a driver is going to be late coming back from a mid-day trip, he/she shall call the transportation department to notify them of the late arrival so that the Transportation Supervisor can get a substitute for the scheduled route to be missed.

Section 21.9. Shuttle Trips.

- A. A shuttle trip is defined as a school to school transporting of students. An example of this would be transporting high school students to Twin City Elementary.
- B. A shuttle trip will be compensated at the regular driver’s hourly rate of pay. This compensation will be a minimum of one (1) hour or the actual driving time, whichever is greater.
- C. If there is no driver available for the shuttle, the Transportation Supervisor or designee can assign the trip in emergency situations.
- D. Whenever possible, the Transportation Supervisor or designee will schedule the shuttle trip as a contiguous part of a driver’s existing route. For example, a soccer pickup at the end of the morning or afternoon run. In such cases, the driver will be paid for the actual time worked rather than the one (1) hour minimum.

Section 21.10. Charter Buses.

When Stanwood-Camano School District students are involved with state and/or national athletic/activities, the District reserves the right to charter transportation for the trip. This is limited to one charter bus per team except for the football team, which may go in two buses. This provision does not include the high school band trip.

Section 21.11. Drug Testing.

Random drug testing of employees, as required by state law, will be guided by the following concepts:

- A. Employees who voluntarily come forward to inform the District of a drug and/or alcohol dependency and of their immediate intent to enter a licensed treatment program will be granted leave without pay. This voluntary information must be provided to the District by the employee prior to notification of drug/alcohol testing.
- B. Employees will not be required to undergo testing and evaluation procedures on a non-work day.
- C. All costs involved in any District required testing and evaluation procedures shall be borne by the District.
- D. Employees required to undergo testing will be given the opportunity by the District to review testing policies and procedures prior to the time of testing.
- E. Testing results, including the fact that an employee is tested, shall remain confidential. Any written materials or information associated with such testing shall be retained in a secure confidential file to which only the Superintendent and/or designee and the employee shall have access.



- F. Employees shall be placed on a paid leave of absence during any period they are off work due to testing or evaluation requirements or results and prior to a final determination of employment status.
- G. Discipline imposed as a result of confirmed positive testing shall be according to state and federal law and Stanwood-Camano School District policy and procedure.

Section 21.12.

Drivers will be compensated for mandatory meetings called by the Transportation Supervisor staff at one hundred percent (100%) of their base hourly rate.

Section 21.13.

The District shall provide clean coveralls and shop towels to all mechanics in the Transportation classification. The District will provide six hundred seventy-five dollars (\$675) per year for tools that are needed in the course of their jobs. In addition, the District will allow for a Consumer Price Index (CPI) increase annually not to exceed three percent (3%). In case of a double levy failure, the District will provide a two hundred seventy-five dollar (\$275) tool allotment. The CPI increase will not apply after a double levy failure. The District will use the Seattle-Tacoma-Bremerton Consumer Price Index, All Items, 1982-84=100 for all Urban Consumers (CPI-U) issued by the U.S. Department of Labor, Bureau of Labor Statistics, Western Information Office to adjust the annual reimbursement amount. The CPI rate applied to the allowance for the fiscal school year will be the “Annual Average” percentage for the most recent calendar year. (i.e., to determine the allowance amount for FY 2014-15 use the “Annual Average” rate for calendar year 2013).

Employees will be reimbursed for authorized expenses incurred pursuant to this section during the current fiscal year upon submission of properly detailed invoices or receipts through the District’s normal accounts payable process.

Section 21.14.

All drivers shall receive two (2) hours compensation at the employee’s base hourly rate if they choose to clean buses at the end of the school year. Hours resulting from drivers choosing not to clean buses shall be placed in a pool accessed by drivers willing to clean additional buses. Cleaning will meet standards established by the transportation supervisory personnel.

Section 21.15.

All layovers shall be paid. The transportation director may assign tasks.

Section 21.16. Department of Transportation Physical.

The District will pay up to one hundred and twenty-five dollars (\$125) of the cost of the Department of Transportation (DOT) physical for drivers every other year. In the event of a double levy failure the District will not be required to contribute to the cost of the DOT physical.

ARTICLE XXII

PARAEDUCATORS



1 **Section 22.1.**

2 All paraeducators shall present evidence of skills and knowledge necessary to meet the needs of
3 students and shall be supervised consistent with guidance outlined by the Professional Educators
4 Standards Board (PESB). According to PESB, Paraeducators must meet one of the four minimum
5 employment requirements: Successful completion of the Paraeducator Apprenticeship Program;
6 receive a qualifying score on the Education Testing Service (ETS) paraeducator assessment (Praxis);
7 hold an associate degree or higher from an accredited college or university; have earned 72 quarter
8 credits or 48 semester credits at the 100 level or higher at an accredited college or university.
9 Paraeducators in Title 1 school-wide programs shall meet Elementary and Secondary Education Act
10 (ESEA) standards for paraprofessionals.

11 **Section 22.2.**

12 Employees within the Paraeducator classification who normally work to assist a teacher in the
13 classroom will not be required to do lesson planning outside of the regular workday.

14 **Section 22.3.**

15 There shall be five (5) categories of paraeducators:

16 **Paraeducator I (does not meet PESB standards: AA degree, 75 credit hours, PRAXIS,**
17 **Apprenticeship):**

18 Non-Instructional Paraeducators:

- 19 • Playground/Recess/Lunchroom Supervision Paraeducators
- 20 • Crossing Guards

21 **Paraeducator II (does not meet PESB standards: AA degree, 75 credit hours, PRAXIS,**
22 **Apprenticeship):**

- 23 • Preschool
- 24 • Bus Assistants

25 **Paraeducator III (meets PESB standards):**

- 26 • Resource Room
- 27 • Academic Support
- 28 • Title/LAP
- 29 • Playground/Recess/Lunchroom Supervision Paraeducators
- 30 • Crossing Guards
- 31 • ISS/Campus Supervision

32 **Paraeducator IV (meets PESB standards 3+ hours per day - the 3 hour requirement does**
33 **not apply to bus assistants or preschool):**

- 34 • ASSIST
- 35 • PBS
- 36 • MS/HS Library
- 37 • Behavior Intervention Support
- 38 • Preschool
- 39 • Bus Assistant

40 **Paraeducator V (meets PESB standards):**

- OT Assistant
- SLP Assistant

Section 22.4.

Paraeducators working in ASSIST Special Education Classrooms are eligible with their supervisor's prior approval, up to twenty (20) hours per year for meeting time. Meeting time may be used in August through June of each year.

ARTICLE XXIII

MAINTENANCE AND GROUNDS

Section 23.1.

The District shall provide clean coveralls or a uniform and a method to clean them, to all maintenance/grounds employees that make the request. In addition, they will be allowed, with supervisor's approval to purchase up to one hundred seventy-six dollars (\$176) for pants, rain gear, coats, boots or insulated coveralls. In addition, the District will allow for a Consumer Price Index (CPI) increase annually not to exceed three percent (3%). The CPI increase will not apply after a double levy failure. The District will use the Seattle-Tacoma-Bremerton Consumer Price Index, All Items, 1982-84=100 for all Urban Consumers (CPI-U) issued by the U.S. Department of Labor, Bureau of Labor Statistics, Western Information Office to adjust the annual reimbursement amount. The CPI rate applied to the allowance for the fiscal school year will be the "Annual Average" percentage for the most recent calendar year. (i.e., to determine the allowance amount for FY 2014-15 use the "Annual Average" rate for calendar year 2013).

Employees will be reimbursed for authorized expenses incurred pursuant to this section during the current fiscal year upon submission of properly detailed invoices or receipts through the District's normal accounts payable process.



SIGNATURE PAGE

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

**PUBLIC SCHOOL EMPLOYEES
OF STANWOOD-CAMANO, #1125**

**STANWOOD-CAMANO SCHOOL
DISTRICT #401**

**BY: _____
Wendy Roope, Chapter President**

**BY: _____
Maurene Stanton, Executive Director of HR**

DATE: _____

DATE: _____



