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LETTER OF AGREEMENT

THE PURPOSE OF THIS AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, DEER PARK CHAPTER AND DEER PARK SCHOOL DISTRICT #414. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXIV, SECTION 24.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

1. New Language and Section:

Section 9.1.1. Paid Family And Medical Leave (PFML).

Commencing January 1, 2020, employees shall be eligible to receive Paid Family Medical Leave under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year.

2. ARTICLE XVI, INSURANCE shall read as follows:

Section 16.1. School Employees Benefit Board (SEBB).

Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by state law, the State Operating Budget, and the School Employees Benefits Board (SEBB).

Section 16.2. SEBB Insurance Plans.

The employer agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.

Section 16.3. SEBB Eligibility.

The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work 630 hours or more per school year.

Section 16.4.

Subject to pending and future legislation, the District shall make whatever contributions mandated by the Washington State Legislature toward the Washington State Unemployment Compensation Fund requisite to providing unemployment benefits for all employees subject to this Agreement.

3. ARTICLE XIX, ASSOCIATION MEMBERSHIP AND CHCKOFF shall read as follows:

Section 19.1. Association Membership.

The parties reconize that each employee has the right to become a member of the Association and the District will not discriminate, restrain, retaliate, coerce or interfere against any employee in that process. Each employee subject to this Agreement may choose to become an



1 Association member in good standing by paying monthly dues. The Association shall be the
2 custodian of record in terms of employee Association Membership.

3
4 **Section 19.2. Access to New Employees of the Bargaining Unit.**

5 The District will provide PSE reasonable access to new employees of the bargaining unit for
6 the purposes of presenting information about PSE to the new employee. "Reasonable access"
7 for the purposes of this section means the access to the new employee occurs within one week
8 of the employee's start date within the bargaining unit; the access is for no less than thirty (30)
9 minutes; and the access occurs during the new employee's regular work hours at the
10 employee's regular worksite or at a location mutually agreed to by the District and PSE, as per
11 RCW 41.56.037.

12
13 For the Transportation department, "reasonable access" for the purposes of this section means
14 the access to the new employee occurs at a mutually agreed upon time before or after routes.

15
16 The District will notify the Association of all new hires within ten (10) working days of the hire
17 date.

18
19 **Section 19.3. E-Signatures.**

20 The District agrees to accept dues authorizations via written, voice authorization or by E-
21 Signature in accordance with "E-SIGN". Public School Employees of Washinton/SEIU Local
22 1948 (PSE) will provide a list of those members who have agreed to union membership via
23 voice authorization. In addition, upon request, access to the District, to the .wav files associated
24 with the voice authorization. PSE will be the custodian of record related to dues authorizations.
25 PSE agrees that, as the custodian of record, it has the responsibility to ensure the accuracy and
26 safe-keeping of those records.

27
28 **Section 19.4. Political Action Committee.**

29 The District shall, upon receipt of a written authorization form that conforms to legal
30 requirements, deduct from the pay of such bargaining unit employee the amount of contribution
31 the employee voluntarily chooses for deduction for political purposes and shall transmit the
32 same to the Union on a check separate from the Union dues transmittal check. Section (hold
33 harmless language) of the Collective Bargaining Agreement shall apply to these deductions.
34 The employee may revoke the request at any time. At least annually, the employee shall be
35 notified by the PSE State Office, about the right to revoke the request.

36
37 **Section 19.5. Dues Authorizations.**

38 The District shall deduct PSE dues, assessments, or voluntary political contributions from the
39 pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110.
40 PSE will be the custodian of record related to dues authorizations. PSE agrees that, as the
41 custodian of record, it has the responsibility to ensure the accuracy and safe-keeping of those
42 records. The District shall transmit all such funds deducted to the Treasurer of the Public
43 School Employees of Washington/SEIU Local 1948 on a monthly basis.

44
45 **Section 19.6. Hold Harmless.**

46 The Association agrees to defend, indemnify, and hold the District harmless against any claims,
47 suits, orders or judgements brought or issued against the District as a result of actions taken by



1 the District's implementation of the provisions of this Article that pertain to "Association
2 Membership and Dues Authorizations."

3
4 The District agrees that the Association shall be authorized to defend such suit through an
5 attorney of the Association's choosing: provided, however, that in the event the District
6 chooses to be represented solely by its own counsel, the District agrees that the Association will
7 be discharged from any liability hereunder. The District agrees to cooperate with the
8 Association in defending any suit which may be brought against it as a result of this hold
9 harmless agreement.

10
11 4. Schedule A shall be amended as attached.

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15 This Letter of Agreement shall be effective September 1, 2019, and shall remain in effect until August
16 31, 2020, and shall be attached to the current Collective Bargaining Agreement.

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20 PUBLIC SCHOOL EMPLOYEES
21 OF WASHINGTON/SEIU LOCAL 1948

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24 DEER PARK CHAPTER

25
26 BY: Beth Feser
27 Beth Feser, Chapter President

DEER PARK SCHOOL DISTRICT #414

28
29 BY: Travis Hanson
30 Travis Hanson, Superintendent

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DATE: 8/12/19

DATE: 8/12/19

SCHEDULE A
 DEER PARK SCHOOL DISTRICT NO. 414
 SEPTEMBER 1, 2019 - AUGUST 31, 2020

	<u>Year</u> <u>1</u>	<u>Year</u> <u>2</u>	<u>Year</u> <u>3</u>	<u>Year</u> <u>6</u>	<u>Year</u> <u>10</u>	<u>Year</u> <u>15</u>	<u>Year</u> <u>20</u>	<u>Year</u> <u>25</u>
<u>CUSTODIANS</u>								
Head Custodian	\$17.83	\$18.43	\$19.03	\$19.63	\$20.23	\$20.83	\$21.43	\$22.03
Custodian	\$16.52	\$17.12	\$17.72	\$18.32	\$18.92	\$19.52	\$20.12	\$20.72
Substitute	\$14.35							
<u>FOOD SERVICE</u>								
Cook	\$15.12	\$15.72	\$16.32	\$16.92	\$17.52	\$18.12	\$18.72	\$19.32
Assistant Cook	\$14.00	\$14.60	\$15.20	\$15.80	\$16.40	\$17.00	\$17.60	\$18.20
Substitute	\$13.50							
<u>TRANSPORTATION</u>								
Bus Driver	\$16.85	\$17.45	\$18.05	\$18.65	\$19.25	\$19.85	\$20.45	\$21.05
Substitute	\$16.26							
Mechanic	\$22.32	\$22.92	\$23.52	\$24.12	\$24.72	\$25.32	\$25.92	\$26.52
Assistant Mechanic	20.67	21.27	21.87	\$22.47	23.07	23.67	24.27	24.87

