

COLLECTIVE BARGAINING AGREEMENT BETWEEN

LAKE CHELAN SCHOOL DISTRICT #129

AND

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON

LAKE CHELAN CHAPTER

SEPTEMBER 1, 2017 - AUGUST 31, 2020



Public School Employees of Washington/SEIU Local 1948

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1 **DECLARATION OF PRINCIPLES**
2

3 It is the purpose and intent of the parties hereto to provide this Agreement for orderly collective
4 bargaining relations between the District and the Association, and to set forth the hours, salaries and
5 terms and conditions of employment of the employees represented by the Association, and to achieve
6 an effective employer/employee relationship pursuant to the Public Employees Collective Bargaining
7 Act.
8
9

10
11 **P R E A M B L E**

12
13 This Agreement is made and entered into between Lake Chelan School District #129, Chelan County,
14 Washington, hereinafter called the “District” and Public School Employees of Lake Chelan, an affiliate
15 of Public School Employees of Washington/SEIU Local 1948, hereinafter called the “Association”,
16 pursuant to the laws of the State of Washington. Accordingly, the parties agree as follows:
17
18
19

20 **A R T I C L E I**

21 **RECOGNITION AND COVERAGE OF AGREEMENT**
22

23
24 **Section 1.1. Recognition.**

25 The District hereby recognizes the Association as the exclusive representative of all employees in the
26 bargaining unit described in Section 1.3, and the Association recognizes the responsibility of
27 representing the interests of all such employees.
28

29 **Section 1.2. Non-Represented Positions.**

30 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
31 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the
32 Board of Directors or Superintendent of the District pursuant to WAC 391-35-320.
33

34 **Section 1.3. Represented Positions.**

35 The bargaining unit to which this Agreement is applicable is as follows: All non-supervisory classified
36 employees performing work in the general job classification of Transportation, Food Service,
37 Custodial/Maintenance, Para Educator, Secretarial/Clerical and Nurse (LPN/RN). The following
38 positions are not included in the bargaining unit: Secretary to the Superintendent (1); Business
39 Manager (1); Accounts Payable (1); Personnel/Payroll (1); Transportation Supervisor (1); Food
40 Service Supervisor (1); and Custodial/Grounds/Maintenance Supervisor (1). District enrolled students’
41 employment causes no loss of work or benefits to regular employees.
42

43 All future confidential employees will be negotiated.
44

45 **Section 1.4. Substitute Employees.**

46 Substitutes are casual employees who replace regular or temporary employees and work less than
47 twenty (20) consecutive workdays or thirty (30) cumulative workdays within the school district fiscal



1 year. Substitutes will be paid at the substitute rate of pay and will receive mandated benefits, but no
2 other contract rights.

3
4 **Section 1.4.1. Temporary Employees.**

5 Temporary employees work in positions created due to short-term, occasional staffing needs
6 for a maximum of up to one year. The need for a temporary employee may include, but not be
7 limited to serving programs with limited grant funding, overloading, or to meet needs of special
8 student populations. Temporary positions expected to be more than twenty (20) cumulative
9 workdays shall be opened and posted pursuant to Section 13.7. Short-term layoffs will not be
10 used to circumvent this section. The District shall meet with PSE to discuss situations possibly
11 requiring a waiver from these requirements. A temporary position must be communicated in
12 writing and in advance to the Association by receipt of the job posting. If the temporary
13 position is continued for a second year, the position shall be posted and filled as a permanent
14 position.

15
16 This Section does not apply to positions created by leave of absence or positions created by
17 authorized employee absence.

18
19 Permanent employees may apply for a posted temporary position and if assigned to the
20 position, the permanent employee's position shall be filled by a substitute employee. In no
21 case will more than one (1) regular employee be allowed to change positions under such
22 circumstances. A permanent employee who chooses to move to a temporary position will
23 return to his/her former position when the temporary position has expired. If a temporary
24 position is filled by a substitute employee, the employee will be considered a temporary
25 employee.

26
27 **Section 1.5 Custodial Substitution.**

28 By seniority, regular evening custodians shall be offered the opportunity to substitute for a day shift
29 building custodian.

30
31 **Section 1.5.1. Maintenance/Grounds Substitution.**

32 Custodians shall be allowed to substitute for maintenance/grounds employees. Custodians
33 wishing to substitute for maintenance/grounds employees shall place their name on a sign-up
34 sheet and by seniority shall be called first before utilizing outside substitutes. If a day shift
35 custodian is utilized, Section 1.5. shall apply.

36
37
38 **ARTICLE II**

39
40
41 **RIGHTS OF THE EMPLOYER**

42
43 **Section 2.1. Management Rights.**

44 It is agreed that the customary and usual rights, powers, functions and authority of management are
45 vested in management officials of the District. Included in these rights in accordance with applicable
46 laws and regulations is the right to direct the work force, the right to hire, promote, retain, transfer, and
47 assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action



1 against employees, and the right to release employees from duties because of lack of work or for other
2 legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by
3 determining the methods, the means and the personnel by which such operation is conducted.

4
5 **Section 2.2. Rules and Regulations.**

6 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
7 District. In making rules and regulations relating to personnel policies, procedures and practices, and
8 matters of working conditions, the District shall give due regard and consideration to the rights of the
9 Association and the employees and to the obligations imposed by this Agreement.

10
11 **Section 2.3. Dress and Grooming.**

12 Employees will dress in an appropriate manner reflective of a reasonable professional standard.

13
14 **Section 2.4. Evaluations.**

15 All employees will be evaluated by their administrative supervisor at least once annually. Employees
16 with an overall Unsatisfactory rating shall be evaluated no later than May 1. All other school term
17 employees shall be evaluated at least one (1) week prior to the last day of school. Year round
18 employees shall be evaluated no later than August 20. New employees will be evaluated within ninety
19 (90) workdays of hire. The employee and supervisor will meet to discuss the evaluation. The
20 employee shall have up to thirty (30) days to attach comments to the evaluation in the personnel file.
21 The annual evaluation will become a part of the employee's permanent record.

22
23 An employee with an unsatisfactory evaluation will have an improvement plan set up between the
24 employee and supervisor to correct the unsatisfactory condition(s). That employee shall be reevaluated
25 within thirty (30) workdays to determine if the unsatisfactory condition(s) has been corrected. In the
26 event the expectations of the improvement plan are not met, grounds for termination may exist.

27
28 **Section 2.5. First Aid/CPR/AED.**

29 If the District requires First Aid/CPR as a job requirement, then time, registration and materials will be
30 district sponsored class/classes. The following staff are required to have a valid First Aid/CPR/AED
31 card: Bus Drivers, Activity Directors/Advisors, Playground Staff, School Nurse/Nurse Assistants, Lab
32 Science Staff, Building Secretaries, Special Education Staff, Career and Technical Education Staff and
33 Custodial Staff.

34
35 If First Aid/CPR is not a job requirement, the employee may attend, provided there is space available,
36 at no cost to the district. Preference to the class will be given to those staff members who are required
37 to have the training.

38
39
40
41 **ARTICLE III**

42
43 **RIGHTS OF THE EMPLOYEES**

44
45 **Section 3.1. Employee Protection.**

46 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
47 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.

1 The freedom of such employees to assist the Association shall be recognized as extending to
2 participation in the management of the Association, including presentation of the views of the
3 Association to the Board of Directors of the District or any other governmental body, group, or
4 individual. The District shall take whatever action required or refrain from such action in order to
5 assure employees that no interference, restraint, coercion, or discrimination is allowed within the
6 District to encourage or discourage membership in any employee organization.

7
8 **Section 3.2. Personal Concerns.**

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

11
12 **Section 3.3. Right of Representation.**

13 Employees of the unit subject to this Agreement will have Association representatives or other persons
14 present at discussions between themselves and supervisors or other representatives of the District as
15 hereinafter provided unless the employee requests no Association representative to be present.

16
17 **Section 3.4. Labor/Management Committee.**

18 The Association will designate a Labor/Management Committee of up to three (3) members who will
19 meet with the Superintendent and the Superintendent's representatives on a regular basis. These
20 meetings shall not be construed as negotiating sessions.

21
22 **Section 3.5. Subcontracting.**

23 The District will follow RCW 28A.400.285 regarding the use of subcontractors.

24
25 **Section 3.6. Potentially Dangerous Situations.**

26 All classified employees will be immediately notified of any known potentially dangerous situation
27 that may affect the safety of affected employee(s) or the students they supervisor; e.g., etc.

28
29 **Section 3.7. Hazardous/Infectious Situations.**

30 All employees exposed to hazardous or infectious situations within the scope of their employment, to
31 include food service workers, shall be provided, at their request, immunization or other reasonable
32 protection at District expense; e.g., Hepatitis shots and the District will reimburse the employee any
33 uncovered expense after the insurance has been billed and paid their portion. The District will pay full
34 cost if the employee doesn't have insurance coverage.

35
36 **Section 3.8. Prevailing Rights.**

37 All rights, benefits and privileges enjoyed by bargaining unit employees prior to this Agreement shall
38 continue in full force and effect unless specifically amended by this agreement.

39
40 **Section 3.9. Confrontational Situations.**

41 Employees are expected to use reasonable measures, as necessary to protect themselves, another
42 employee or another student from attack, physical threat, abuse or injury, or to prevent damage to
43 District or personal property. Such reasonable measures may include seeking assistance from another
44 staff member or from law enforcement officers as necessary. In cases of confrontational situations and
45 emergencies, the employee will call their supervisor or superintendent as soon as possible.

1 The District will protect and hold harmless any employee of the District from financial loss and
2 expense arising out of any claim, demand, lawsuit, or judgment by reasons of alleged negligence or
3 accidental damage to or destruction of property within or without the school building, provided such
4 employee was acting in a proper manner in the discharge of their duties within the scope of their
5 employment.

6
7 **Section 3.10. Harassment/Intimidation.**

8 The Parties including their representatives and members shall not harass each other. For the purposes
9 of this Agreement, the terms “harass” and “harassment” shall mean words, gestures (including
10 offensive touching) and/or other actions, which creates a hostile environment and serves no legitimate
11 professional purpose.

12
13 The District shall investigate and take appropriate action, including the possibility of disciplinary
14 action when an individual or group or individuals complains that he/she/they have been harassed
15 (including sexual harassment by a member or members of the District or Association respectively).
16 The Parties shall cooperate in conducting investigations of alleged harassment. Following the
17 investigation, the District shall produce a written report, which shall include findings and
18 recommendations.

19
20 The term “sexual harassment” shall mean deliberate verbal, visual or physical advances, including
21 touches and gestures, made within the work setting or which involve work related activities, which are
22 unwelcome by the person to whom they are intended. Such unwelcome conduct shall constitute
23 harassment when submission to the conduct:

- 24
25 1. Is made as term or condition of employment, or
26 2. Results in a denial of a promotion or other career enhancing opportunities, or
27 3. Interferes with work performance or otherwise creates an intimidating, hostile or abusive
28 working environment.

29
30 Reference Board Policy 3207, 5011, 6590 and Annual Employee Notification.

31
32 **Section 3.11. Non-Discrimination.**

33 The District and the Association shall provide equal employment opportunity and treatment of all
34 applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion, and training.

35
36
37
38 **ARTICLE IV**

39
40 **RIGHTS OF THE ASSOCIATION**

41
42 **Section 4.1. New Employee Orientation.**

43 As part of the general orientation of each new employee within the unit subject to this Agreement, the
44 Association shall be allowed to attend to meet with new hires and provide such employee with a copy
45 of this Agreement and Dues Authorization cards. Upon notification by the District of all new hires
46 during the year, the Association shall provide such employees with a copy of this Agreement and Dues
47 Authorization cards.

1 **Section 4.2. Employee Representation.**

2 The Association has the right and responsibility to represent the interests of all employees in the
3 bargaining unit; to present their views to the District on matters of concern, either orally or in writing;
4 and to enter collective negotiations with the object of reaching an agreement applicable to all
5 employees within the bargaining unit.

6
7 **Section 4.3. Notification of Discipline and Grievances.**

8 The Association shall promptly be notified by the District (within two working days) of any
9 disciplinary actions of any employee in the bargaining unit in accordance with the provisions of
10 Articles XIV and XX. The Association shall have an observer at hearings conducted by any District
11 official or body arising out of grievance and to make known the Association's views concerning the
12 cases unless the employee requests no Association representative be present.

13
14 **Section 4.4. Information to PSE.**

15 The District shall provide Public School Employees of Washington/SEIU Local 1948 (PSE) with
16 information regarding each employee in the bargaining unit: name, hire date, FTE, salary information,
17 address and phone number. The District shall also provide this information to the Chapter President.
18 The preceding data for new employees will be provided to the Chapter President within twenty (20)
19 calendar days of their hire date. In October and March of each year, the District shall provide PSE
20 with the employee's name, position, building location, address and zip code.

21
22 **Section 4.5. Delegating Rights/Duties to PSE Officials.**

23 The Association reserves and retains the right to delegate any right or duty contained herein, within the
24 scope of statute, to appropriate officials of the Public School Employees of Washington/SEIU Local
25 1948 State Organization.

26
27 **Section 4.6. Release Time for Association Business.**

28 The Chapter President and/or designated representative(s) will be allowed, without loss of pay to a
29 maximum of five (5) workdays per year for the purpose of conducting Association business or to
30 attend regional or State PSE events. The Chapter President shall provide the Superintendent and the
31 employee's supervisor at least five (5) workdays notice of each employee's use of Association leave.
32 No more than two (2) employees district-wide may utilize such leave on any given day.

33
34 **Section 4.7. Bulletin Boards.**

35 The District shall provide a bulletin board space in each building for the use of the Association. The
36 bulletins posted by the Association are the responsibility of the officials of the Association. Each
37 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
38 bulletins may not be posted. The responsibility for prompt removal of notices from the bulletin boards
39 after they have served their purpose shall rest with the individual who posted such notices.

40
41 **Section 4.8 School Calendar.**

42 The PSE Conference Committee will be given the opportunity to participate in the process of
43 developing the school calendar each year. PSE recognizes that the Lake Chelan School Board of
44 Directors has the exclusive right to approve and adopt the annual school calendar.

45
46 **Section 4.9. Use of District Facilities and Equipment.**

47 The Association shall have the right to use District facilities and equipment normally used by

1 employees, including, but not limited to computers, copiers, and all types of audio-visual equipment at
2 reasonable times outside employee's contracted time.

3
4 **Section 4.10. Right to Attend Association Meetings.**

5 With permission of their supervisor, bargaining unit members will be allowed to flex their work shift
6 in order to attend Association Meetings.

7
8 **Section 4.11. Use of Mail Services.**

9 The Association shall have the right to use District mail service for communication purposes, which
10 will assist the Association in carrying out its responsibilities as the bargaining representative.

11
12 **Section 4.12. Use of Internet and E-Mail Service.**

13 The Association shall have the right to use the District internet and e-mail service for communication
14 purposes. All use shall meet District technology use policies and procedures.

15
16
17
18 **ARTICLE V**

19
20 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

21
22 **Section 5.1. Mandatory Subjects.**

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

26
27 **Section 5.2. Responsibility of Both Parties.**

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

31
32
33
34 **ARTICLE VI**

35
36 **ASSOCIATION REPRESENTATION**

37
38 **Section 6.1. Representation of Members.**

39 The Association representatives shall represent the Association and employees in meetings with
40 officials of the District to discuss appropriate matters of mutual interest. They may receive and
41 investigate to conclusion complaints or grievances of employees and thereafter advise employees of
42 rights and procedures outlined in this Agreement and applicable regulations or directives for resolving
43 the grievance or complaints.

44
45 **Section 6.2. PSE Official Representation.**

46 Upon notification of the appropriate supervisor, visitation rights shall be granted to the designated
47 representative of the Public School Employees of Washington/SEIU Local 1948 to visit with

1 employees covered by this Agreement during working hours; provided that the discussions do not
2 interfere with the employee's normal duties.

3
4 **Section 6.3. Participation in Association Business.**

5 Any classification representative of the Association who is scheduled to participate in or attend, during
6 working hours, grievance proceedings Labor/Management meetings, or negotiations with
7 representatives of the District shall have no loss of pay. Cost of substitutes, if substitutes are
8 necessary, will be borne by the District.
9

10
11
12 **ARTICLE VII**

13
14 **HOURS OF WORK**

15
16 **Section 7.1. Workweek.**

17 Each employee shall be assigned to a definite shift which shall not be changed without prior notice to
18 the employee of three (3) calendar weeks; provided, this notice may be waived by the employee.
19

20 **Section 7.2. Rest Periods/Lunch Periods. (WAC 296-126-092)**

- 21 1. Employees shall be allowed a meal period of at least thirty (30) minutes which commences no
22 less than two (2) hours nor more than five (5) hours from the beginning of the shift. Meal
23 periods shall be on the employer's time when the employee is required by the employer to
24 remain on duty on the premises or at a prescribed work site in the interest of the employer.
25
- 26 2. No employee shall be required to work more than five (5) consecutive hours without a meal
27 period.
28
- 29 3. Employees working three (3) or more hours longer than a normal workday shall be allowed at
30 least one (1) thirty (30) minute meal period prior to or during the overtime period.
31
- 32 4. Employees shall be allowed a rest period of not less than fifteen (15) minutes, on the
33 employer's time, for each four (4) hours of working time. Rest periods shall be scheduled as
34 near as possible to the midpoint of the work period. No employee shall be required to work
35 more than three (3) hours without a rest period.
36
- 37 5. Where the nature of the work allows employees to take intermittent rest periods equivalent to
38 fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.
39

40 Employees will discuss an appropriate schedule of rest periods with their supervisor.

41
42 Employees shall be allowed five (5) minutes paid transition time after lunch.
43

44 Meal periods shall be on the employer's time when the employee is required by the employer to
45 remain on duty on the premises or at a prescribed work site in the interest of the employer.
46

1 Employees required to work through their regular lunch period will be given time to eat at a time
2 agreed upon by the employee and supervisor. In the event the District requires an employee to forego
3 a lunch period and the employee works the entire shift, including the lunch period, the employee shall
4 be compensated for the foregone lunch period at overtime rates (if over eight (8) hours).

5
6 **Section 7.3. Pay for Working Different Position.**

7 Employees requested to work a shift regularly filled by an employee in a higher paid position shall
8 receive compensation equal to that normally received by the employee in the higher paid position.
9 Any employee requested by their supervisor to work in a lower paid position will receive their regular
10 rate of pay.

11
12 **Section 7.4. Days of Work.**

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

17
18 **Section 7.5. Para Educator Scheduling.**

19 The District recognizes that Para Educators have numerous duties and will discuss schedules with
20 direct supervisors (Principals) to avoid timeline conflicts of other duties. Paraeducators that attend
21 building and district learning days shall be allowed to exchange those hours on early release days to
22 leave with the students (shall be an hour for hour exchange). Employees that work shortened
23 schedules will work with their principals to determine an acceptable time exchange for their
24 participation in the building and district learning days. If it is determined that the employee is unable
25 to exchange the building and district learning hours for early release, the employee shall submit the
26 time for payment of time worked. Bi-lingual paraeducators asked to support translation services
27 during Parent/Teacher Conferences will be compensated.

28
29 **Section 7.5.1. Planning/Prep Time.**

30 The District recognizes that time to complete duties is critical for optimal job performance, in
31 particular Para Educators assigned to assist certified teachers. Teachers with assigned Para
32 Educators will provide time to prep within the Para Educators schedule to allow them to
33 prepare for instructional activities. Para Educators are encouraged to discuss with their
34 supervising teacher(s) and or principal any concerns.

35
36 Work schedules for Para Educators shall include the following:

- 37 A. Passing time between classes or other duties.
- 38 B. Allowance for transition from one duty to another (example: transitioning from
39 classroom to playground).
- 40 C. Coordination between Para Educators and their supervising teacher shall be done on
41 duty time, not during lunch or rest periods. Para Educators shall be allowed up to
42 fifteen (15) minutes daily to read and answer job related emails.

43
44 **Section 7.5.2. Special Education High Needs Paraeducator.**

45 Special education high needs paraeducators work with students with severe behavior needs,
46 support functional behavioral assessment, progress monitoring, and behavioral interventions.
47 Paraeducators also support students requiring toileting, diaper changing, bathing,

1 catheterization, feeding or any new State Statutes and Regulations. This support must be
2 provided for the majority of their day/daily schedule. Special education high needs
3 paraeducators shall be placed at the Special Education salary level on Schedule A.
4

5 **Section 7.5.2.1. Para Educators IEP Attendance.**

6 If a student has an IEP or 504 Plan, the para-educator(s) working with that student or
7 the bus driver transporting the student, will be able to attend IEP or 504 Plan meetings.
8 If the employee is unable to attend, information will be provided to them.
9

10 Paras attending IEP meetings shall be paid for the meeting time.
11

12 **Section 7.6. School Closures.**

13 In the event of an unusual school closure due to inclement weather, plant in-operation or the like, the
14 District will make every effort to notify each employee to refrain from coming to work. Employees
15 reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a
16 closure; provided, however, no employee shall be entitled to any such compensation in the event he
17 has been actually notified by the District of the closure prior to leaving home for work.
18

19 **Section 7.7. Bus Driver Hours.**

20 Drivers will receive continuous regular pay when the time between the end of one route and the
21 beginning of another route is twenty (20) minutes or less. Drivers will receive regular pay for all time
22 over thirty (30) minutes past regular return time to bus garage, retroactive to return time.
23

24 **Section 7.8. Bus Driver Shifts.**

25 Recognizing that personnel in the transportation unit present special shift problems, the parties agree
26 that shifts shall be established in that unit in relation to routes requisite to fulfilling tasks assigned by
27 the supervisor of transportation. Provided, however, that the drivers shall receive twenty (20) minutes
28 pre-trip/post-trip per route for the purpose of bus cleanup, warm-up, refueling and other job related
29 duties in addition to the actual hours of driving time.
30

31 Drivers will be compensated at their regular rate for student discipline issues the driver is required to
32 deal with, that go beyond the normal shift. Minimum time for a combined regular a.m. and p.m. run is
33 three (3) hours, including pre-trip and post-trip. If actual driving time, including pre/post trip falls
34 below three (3) hours during the school year, the district reserves the right to assign other duties within
35 the transportation department.
36

37 All trips other than regular scheduled daily bus runs shall be compensated as per Schedule A of the
38 Agreement for the duration of the trip, except overnight trips, which will be compensated per Section
39 7.8.3 of this Agreement. Drivers shall be notified of an extra trip no later than twenty-four (24) hours
40 prior to its departure, except as provided in Section 7.12.1.
41

42 **Section 7.8.1. Alternative Transportation Rule.**

43 When a trip involves a group of fifteen (15) or more students, the group will be transported by
44 school bus. If vehicles other than District owned, need to be used to transport students, the
45 Transportation Supervisor, Athletic Director, and or Principal and Chapter President will
46 review all requests and approve or disapprove. If mutual agreement cannot be reached the
47 request will be denied.

1 **Section 7.8.2. Bus Driver Guaranteed Pay.**

2 In the event a driver is required to come in to the work site, they will be guaranteed one (1)
3 hour of pay for trips, portions of trips, or other duties.
4

5 **Section 7.9. Extra Trip Expenses.**

6 Transportation personnel shall be reimbursed for extra trip expenses as follows:
7

- 8 1. Motel expenses, when required. Drivers will not be expected to share rooms with other trip
9 participants. Room arrangements will be made by the District.
10
- 11 2. Meal expenses, when performing assigned duties during the hours of 7:00 a.m. to 9:00 a.m.,
12 breakfast; during the hours of 11:00 a.m. to 1:00 p.m., lunch; during the hours of 5:00 p.m. to
13 7:00 p.m., dinner; and during the hours of 11:00 p.m. to 1:00 a.m., lunch. Meals will be
14 reimbursed at the rates established for the State of Washington (OFM Schedule).
15

16 **Section 7.10. Driver Seniority List.**

17 A list, ranking route drivers by seniority, will be prepared and posted at the start of each school year.
18 This list will be used with reference to extra trip assignments and the offering of regular driving
19 positions as positions are vacated or created. By seniority, routes will be posted two (2) weeks before
20 in-service on the board in the transportation office. Routes will be pulled at in-service. A one-half
21 (1/2) hour or more change on routes shall be rebid.
22

23 **Section 7.10.1. Extra Trip Classifications.**

24 Extracurricular trips and classroom field trip outings shall be considered as equals. However,
25 there will be established four (4) extra trip assignment lists. The first list will be for the
26 assignment of trips determined by the supervisor to be within a thirteen (13) mile boundary of
27 the Dan Gordon Bridge in Chelan, referred to as “short trips”. The second list will be for trips
28 determined by the supervisor to be outside the thirteen (13) mile boundary and are referred to
29 as “roster trips”. The third list will be for emergency trips of twenty-four (24) hours’ notice or
30 less. The fourth list will be for overnight trips. Drivers must have one (1) year of driving
31 experience or as determined by the Transportation Supervisor to qualify for placement.
32 Overnight trips will be continuous from year to year. The person who is up for the next
33 overnight trip at the close of the school year will be first on the list at the beginning of the next
34 contract year.
35

36 After the start of the school year, but prior to September 15, the drivers will meet with the
37 transportation supervisor to approve the rotation list. The Short Trip, Roster Trips and
38 Emergency Trips are reset annually based on seniority.
39

40 **Section 7.10.2. Extra Trip Driver Seniority Rotation.**

41 Assignment of trips to drivers will be on a rotating order based on the seniority list outlined in
42 Section 7.10. As a driver is assigned and completes a trip, that driver effectively moves to the
43 bottom of the order for that rotation.
44

45 **Section 7.10.3. Regular Driver Rotating Roster Operation Rules.**

46 All rosters, short trips, emergency trips, and overnight assignments will be governed under the
47 Rotating Roster Operation Rules. (See Section 8.1.2 Bus Driver’s Overtime for restrictions)

- 1 1. If not all buses are needed for the requested multiple bus trip, the last number assigned
2 to the trip will return. That driver will receive the two (2) hour minimum.
3
- 4 2. Each rotating roster shall be established at the beginning of each school year and shall
5 be in order of hire date except the Overnight Trips. Each signed up driver is listed by
6 seniority in each of the categories (rosters, short trips, and emergency trips) at the start
7 of the school year. Trip request are arranged by date and departure time in their
8 category as they are received. Trips are posted one (1) to two (2) weeks prior to the trip
9 date when possible. Each trip is issued a post and pull date. Each driver is responsible
10 for checking the trip postings each day and signing the desired trips. Trips will be
11 assigned on Thursday by the transportation supervisor for the next week's trips.
12 Rotation of the board is once a week or as needed.
13
- 14 3. If a driver misses an assignment in a category, their pin will be tagged and placed to the
15 bottom for a period of fifteen (15) working days and will not be in the normal rotation
16 during that time. At the completion of the fifteenth (15th) working day the driver's pin
17 will resume rotation from the bottom of the category. The driver will be allowed to
18 complete any trips already assigned to them in other categories during this time. The
19 penalty will not apply to the other categories unless there has been a missed trip in
20 another category.
21
- 22 4. If a driver cannot do the trip that has been assigned to them and turns the trip back in,
23 their pin will be rotated to the bottom of the category. The trip will then be offered to
24 the #2 driver and down the list until the trip is accepted. In the event none of the drivers
25 listed on the assigned trip are available:
26
27 A. Under twenty-four (24) hours, the trip will be placed in the emergency category.
28
29 B. More than twenty-four (24) hours before the trip departure time, the trip will be
30 reposted and reassigned.
31

32 If changes occur on a posted trip, or a new trip is posted, the transportation office will
33 flag the trip. It is the driver's responsibility to check all the additions and or changes
34 that could affect them by 4:00 PM the day before the assignments are made.
35

36 If a change of more than one (1) hour (up or down) comes in on an already assigned
37 trip, the driver will be asked if they want to keep the trip. Changes may also include
38 dates, departure time, etc. If the driver denies the trip, the trip will then be offered to
39 the second driver(s) and on down the line until it has been accepted. The original
40 driver's pin will remain in place and turned back to color.
41

- 42 5. The rotating roster operation rules will apply to non-school day(s): On a non-school
43 day, if a mistake occurs i.e.; time and/or date, with an assigned trip, the driver(s)
44 currently assigned will keep the trip if it can be completed during the non-school day
45 time period for that work week. If the trip has been rescheduled for a school day, the
46 trip needs to be turned back in and will follow normal posting and assignment protocol

1 in this section. (Drivers MUST call the Administrator in Charge. Non-School Day Sat.
2 and Sun.)
3

- 4 6. Overnight trips will be assigned no more than ten (10) days prior to the departure date.
5 Overnight trips will not be placed in the emergency category if received less than
6 twenty-four (24) hours prior to the departure time. If the overnight trip is turned in by
7 the assigned driver, the trip will be offered to the next person on the perpetual overnight
8 trip list until it is accepted.
9
- 10 7. The Administrator in Charge will make the final decision as to who will drive when, in
11 the Administrator's judgment, safety or potential problems are inherent in the trip. The
12 Administrator will give written notice to any driver who is passed over as to the
13 reason(s) for passing him/her over. The driver's pin will remain in place and will not
14 drop to the bottom of the category.
15
- 16 8. There shall be no trading of assigned trips.
17
- 18 9. Drivers shall not forfeit a portion of their regular daily route assignments during the
19 work week in order to qualify for extra trips (except for the portion that conflicts with
20 the trip itself.) Contractually approved leaves are excluded from the provision.
21

22 **Section 7.10.4. Emergencies.**

23 Emergencies are defined as any run that requires an immediate action or reaction and occurs on
24 a school day, during business hours. Any driver(s) may be called upon to drive the emergency
25 run, subsequently causing their pin to be rotated to the bottom of the emergency category. (Not
26 related to Emergency Trips)
27

28 Intent: There are students waiting; has to be filled right now. Business hours are generally
29 defined as 6:30 AM to 5:00 PM.
30

31 **Section 7.10.5. Out of Town Rules.**

32 Drivers shall be paid for all time driving, supervising or standing by on overnight trips, until
33 they are released by the coach or supervisor of the group/activity being transported. The
34 driver(s) will keep a log of the time spent on the clock.
35

36 The coach or supervisor shall have the choice to release a driver from duty for a specific time
37 period but shall be limited to one (1) time per day. On overnight trips where there is little, or
38 no drive time involved, the driver shall receive a minimum of four (4) hours per day.
39

40 Coaches will make every effort to submit an itinerary for all overnight travel within a week
41 prior to the departure date.
42

43 On out of town overnight trips the following definition will be observed:
44

- 45 1. Layover Time – The driver has parked the bus for the day and is free of responsibility
46 for the bus as per notification by the person in charge of the group being transported.
47 Layover time is driver's free time and is not compensated.

- 1 2. Release From Duty During the Day – Release of the driver may be for no fewer than
2 two (2) hours or more than eight (8) hours per day and will only be allowed one (1)
3 time per day. Drivers will go back on the clock if the span of the released time
4 exceeds eight (8) hours and will be considered as Waiting to be Engaged.
5
6 3. Release Notification – Clear directive given to driver that services are not needed for
7 specific time frame, whether this is for layover time or release from duty for a
8 determined number of hours. If called back into service during their free time, driver
9 shall return to pay status with no interruption from time of release notification
10 (Engaged status).

11 Intent:

12 Layover Time – Is at the end of the day when the driver is not called back until the next
13 day.
14

15 Engaged – Day starts from the first time the driver(s) is asked to be ready until the end of
16 the day, unless otherwise released in accordance with #2 above.
17
18

19 **Section 7.10.6. Canceled Trips.**

20 If any scheduled trip is canceled, the District shall make every effort to notify the designated
21 driver of the cancellation. Should the driver report for work and discover the trip canceled, the
22 driver shall receive two (2) hours pay at the appropriate rate. Where cancellation possibilities
23 are posted, drivers have the responsibility to check the trip status prior to reporting for work. If
24 any scheduled trip is cancelled after the trip has started, the driver will receive a minimum of
25 two (2) hours pay and their pin will remain in place in the roster category.
26

27 **Section 7.10.7. Summer Routes.**

28 Senior drivers shall have first choice for the summer route they want. The drivers shall number
29 their choices and the Administrator in Charge shall ask the driver's, by seniority, which route
30 they want. Routes will be out for the drivers to review at least two (2) days in advance.
31

32 **Section 7.10.8. Regular Bus Drivers – Driving as Substitutes.**

33 When a driver is not available for their regular route, that route will first be offered to a regular
34 driver. As of noon, the day before if no regular route driver has signed up for the substitute
35 assignment it will be assigned to a substitute driver (casual employee).
36

37 In the absence of a regular driver, another regular driver may substitute as long as the new
38 assignment does not interfere with his/her regular assigned duties and the additional hours do
39 not create an overtime situation.
40

41 When a driver is not available for their regular route and less than two (2) hour notice is given
42 to the transportation department, a substitute (casual employee) may be called to fill the regular
43 driver's route.
44

45 Regular drivers, who are substituting, will be paid at their regular rate of pay.
46

1 The seniority list as described in Section 7.10 of the PSE contract will be followed when using
2 regular drivers as substitutes. The transportation supervisor or assignee will start at the top of
3 the seniority list for each occasion a substitute is needed.
4

5 **Section 7.11. Bus Driver Overtime.**

6 If a driver is not in an overtime situation based on their weekly hours, the driver is eligible for the trip.
7 Once a driver is in an overtime situation with maximum hours capped at forty-five (45) hours per
8 week, the driver is not eligible for trips for the rest of the work week (Monday through Sunday). Both
9 the Supervisor and driver shall track the driver's hours for the week. If there is no other driver (either
10 regular or substitute) available, this section shall be waived to allow the driver to take the trip and
11 receive the overtime.
12

13 Process for calculating bus driver overtime eligibility:

- 14
- 15 • Contracted hours for the week (including any extra time i.e. driver's meeting, shuttles, etc.).
- 16
- 17 • Minus time not driven because of a trip.
- 18
- 19 • Available hours left for the week, capped at forty-five (45) hours.
- 20
- 21 • Example: Thirty-seven (37) contracted hours, plus one (1) hour driver's meeting = thirty-eight
22 (38) hours, minus two (2) hours not driven because of a trip = thirty-six (36) hours. This leaves
23 a driver nine (9) hours to apply towards a trip, capping maximum hours for the week at forty-
24 five (45).
25

26 **Section 7.12. Bus Driver Drug and Alcohol Testing:**

27 Except as provided in this Agreement, the District will implement mandatory bus driver drug/alcohol
28 testing per DOT regulations and statutes.
29

30 A. General.

- 31 1. All testing will be performed by a state approved drug and alcohol testing facility and results
32 maintained by the state approved testing facility for the District.
33
- 34 2. All discharges for drug/alcohol testing will be subject to the just cause and grievance provisions
35 of this Agreement.
36

37 B. Records Retention and Confidentiality.

- 38 1. All results and assistance will be held strictly confidential.
39
- 40 2. Each employee shall receive a copy of his/her results(s).
41

42 **Section 7.13. Physical Capabilities.**

43 Physical capability evaluations shall be provided by WAC 180.20.
44

45 **Section 7.14. Use of Recording Devices.**

46 Video cameras on school buses are a tool to assist the driver in monitoring students on the bus. All
47 buses where cameras are utilized shall have signs notifying riders that video cameras may be in use. It

1 is understood that bus video recordings are subject to disclosure as public records and as such may be
2 viewed by anyone at any time, and may be used like any other evidence in cases involving safety
3 concerns or employee discipline. However, bus videos shall not be reviewed randomly by supervisors
4 or used to monitor employee performance except in response to a specific concern regarding the
5 employee, or with prior approval of the employee and the Association. If a recording is viewed by
6 authorized District personnel, the assigned bus driver depicted will be notified and afforded an
7 opportunity to view the relevant portion of the recording or participate in the initial viewing.
8

9 Records will be kept by the Transportation Department regarding: date of removal of recording(s) from
10 the bus, bus number, driver name, Transportation Supervisor, individuals viewing the recordings, and
11 action taken as a result of the viewing. The video recording will be pulled and logged by the bus
12 mechanic upon request of the driver or the Transportation Supervisor. Any time a video recording is to
13 be used to support employee discipline action; the recording shall be kept on file for as long as deemed
14 necessary by the District.
15

16 **Section 7.14.1. Global Positioning Systems.**

17 The use of Global Positioning Systems (GPS) are utilized in the Lake Chelan School District to
18 assist with route information, emergency response and operational data. GPS will not be used
19 for the purpose of employee discipline except as part of an investigation into allegations of
20 misconduct or allegations of safety infractions.
21
22
23

24 **ARTICLE VIII**

25 **OVERTIME**

26 **Section 8.1. Assignment of Overtime.**

27 Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter
28 provided. In the assignment of overtime, the District agrees to provide the employee with as much
29 advance notice as practicable in the circumstances. Normally the employee designated to work
30 overtime on days outside his workweek will be advised of the possibility no later than twenty-four (24)
31 hours prior to the end of the last shift before the overtime commences, with the exception of
32 Custodians, Section 8.1.1.
33
34
35

36 **Section 8.1.1. Custodial Overtime.**

37 Custodial overtime assignments shall be distributed on a rotating list based on seniority. A
38 custodial seniority list will be made and posted by the Supervisor. Upon request, individual
39 custodians will be provided a copy of current overtime assignments and custodian seniority list.
40 As a custodian accepts an overtime assignment, the custodian will move to the bottom of the
41 list and the next employee moves to the top of the list. If a custodian elects to pass on an
42 overtime assignment that counts as the employee's turn and they move to the bottom of the list
43 and the next employee moves up to the top of the list.
44

45 **Section 8.2. Overtime Compensation.**

46 All hours in excess of forty (40) hours per week shall be compensated at the rate of one and one-half

1 (1½) times the employee’s regular pay. Holiday, vacation and other approved leave hours will be
2 considered hours worked for the purposes of the computation of overtime.

3
4 **Section 8.3. Employee Call-Back.**

5 Employees called back on a regular workday or called on Saturday or Sunday shall receive two (2)
6 hours pay at the appropriate rate, or shall receive four (4) hours pay if two to four (2-4) hours are
7 worked and shall receive the actual number of hours of pay for work over four (4) hours. Appropriate
8 rate of pay, breaks and lunch period will be used.

9
10 **Section 8.4. Compensatory Time.**

11 An employee may, at his/her option, select compensatory (comp) time in lieu of regular time or
12 overtime compensation. If comp time is selected, there must be a reasonable expectation that the
13 employee will be provided an opportunity to use the accrued time. Comp time shall accrue at time and
14 one-half for all hours over forty (40) per week. All comp time and/or overtime must be approved in
15 advance by the immediate supervisor. Comp time shall not be used for sick leave. Use of comp time
16 must be pre-arranged with the supervisor or building administrator or program director and shall be
17 used by the end of the month the comp time was earned. If the employee is unable to use the earned
18 comp time, the employee shall turn in the necessary paperwork to receive the overtime compensation.

19
20 **Section 8.5. Flex Time.**

21 Employees may request flex time, which allows an employee to trade time in one’s schedule. The flex
22 time must occur within the workweek of the request. Flex time does not include the trading of
23 hours/time between employees. Overtime hours are not involved. All flex time must be preapproved
24 by the employee’s supervisor or building administrator.

25
26
27
28 **ARTICLE IX**

29
30 **HOLIDAYS**

31
32 **Section 9.1. Paid Holidays.**

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

- 34
35
- | | |
|---------------------------|--|
| 1. New Year’s Day | 7. Veterans’ Day |
| 2. Presidents’ Day | 8. Thanksgiving Day |
| 3. Martin Luther King Day | 9. Day after Thanksgiving/Native American Heritage Day |
| 4. Memorial Day | 10. Day before Christmas |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | 12. New Year’s Eve Day |
- 36
37
38
39
40
41

42 **Section 9.1.1. Day Prior to Thanksgiving.**

43 For the 2017-2018 and the 2018-2019 school years, the day prior to Thanksgiving is a non-
44 school day. School term employees will have it off without pay.

45
46 **Section 9.2. Unworked Holidays.**

47 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the



1 time the holiday occurs. An employee who is on the active payroll on the holiday and has worked both
2 his last scheduled shift preceding the holiday and his first scheduled shift succeeding the holiday, and
3 is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this
4 requirement will occur if employees can furnish proof satisfactory to the District that because of illness
5 he was unable to work on either of such shifts, and the absence previous to such holiday by reason of
6 such illness has not been longer than thirty (30) regular workdays.

7
8 **Section 9.3. Worked Holidays.**

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

11
12 **Section 9.4. Holidays during Vacation.**

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

15
16 **Section 9.5. Time Off Over 260 Workdays.**

17 Full time employees will receive an unpaid floating day/days for calendar years that exceed two
18 hundred sixty (260) days. If there is one day that exceeds two hundred sixty (260) days, this one day
19 shall be taken off in conjunction with the Independence Day holiday (prior to the holiday). Any days
20 over two hundred sixty-one (261) will be taken at the discretion of the employee on any day that
21 school is not in session and will be approved at least one (1) week in advance by the immediate
22 supervisor.

23
24 2017-2018 – 261 Workdays

25 2018-2019 – 261 Workdays

26 2019-2020 – 260 Workdays

27
28 **Section 9.6. Unpaid Holiday for Religion or Conscience.**

29 Employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience
30 or an organized activity conducted under the auspices of a religious denomination, church, or religious
31 organization. The employee may select the days on which the employee desires to take the two (2)
32 unpaid holidays after consultation with their supervisor pursuant to the procedure below. If an
33 employee elects to take the two (2) unpaid holidays on specific days for any of the above reasons, the
34 employer must allow the employee to do so unless the employee's absence would impose an undue
35 hardship on the employer.

36
37 Employees will submit an "Leave without pay" request to their immediate supervisor five (5)
38 workdays in advance of the requested unpaid holiday. No more than two (2) employees per
39 worksite/building may be absent for an unpaid holiday on any given day. The following restrictions
40 shall apply:

- 41
42 1. Shall not be used the two weeks prior to school starting, the first two (2) weeks of school or the
43 last two weeks of school.
44 2. Shall not be used to extend vacations, breaks, or holidays; or
45 3. As vacation days; or
46 4. To shorten the employee's contracted time.
47

1 However, an employee may submit a written request to the Superintendent for unpaid holiday which
2 falls in conjunction with #1, #2 or #4 if the reason of faith or conscience is so scheduled. The decision
3 to grant a request for unpaid holiday time for #1, #2, or #4 will be at the sole discretion of the
4 Superintendent.
5
6
7

8 ARTICLE X

9 SICK LEAVE, BEREAVEMENT LEAVE, PERSONAL LEAVE

10 **Section 10.1. Sick Leave.**

11 Each employee shall accumulate sick leave each year in accordance with RCW 28A.400.300. Sick
12 leave shall be vested when earned and may be accumulated in accordance with RCW 28A.400.300.
13 The employees shall be entitled to the projected number of days of sick leave at the beginning of the
14 school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the
15 employee's normal daily work shift; provided however, that should an employee's normal work shift
16 increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be
17 paid in accordance with his normal daily work shift at the time the sick leave is taken, and the
18 accumulated benefits will be expended on an hourly rather than a daily basis.
19
20

21 **Sick leave is defined to cover:**

- 22 A. Illness includes: infectious diseases, illness, or injury of employee or immediate family, which
23 incapacitates or prevents the employee from working or which might endanger the health of
24 students or staff. Shall also include medical, dental or vision appointments.
25
26

27 Whenever possible, medical, dental or vision appointments are to be made outside of the regular
28 workday.
29

30 Employees, upon finding it necessary to be absent from their assigned duties by reason of illness,
31 injury or appointments, shall notify their immediate supervisor as early as possible. For planned
32 surgeries or anticipated disablements, the affected employee shall notify their immediate supervisor if
33 at all possible thirty (30) days prior to the surgery or disablement.
34
35

36 The immediate family for this section is defined as child (natural, adopted, foster care, whether in the
37 home or not), step-children, spouse, domestic partner, parent, step-parent, surrogate parent,
38 grandparent, grandchild or sibling.
39

40 An employee returning to work with a doctor excuse to work "light duty" shall, when possible, within
41 the same job classification have reasonable accommodations provided by the District.
42

43 **Section 10.2. Emergency Leave.**

44 Each employee shall be granted a total of five (5) days per contract year for emergency leave.
45 Emergency leave shall not accumulate from year to year but when used shall be deducted from sick
46 leave accumulated. The following categories define emergency leave:
47

- 1 1. Family Illness. Leave for family illness shall be granted in cases of serious illness or injury
2 involving members of the immediate family (immediate family will include spouse, significant
3 other, child, mother, father, mother-in-law, father-in-law, brother or sister, grandmother,
4 grandfather or grandchild).
- 5
- 6 2. Unusual Cases. Leave may be granted with pay in emergency cases when circumstances are
7 clearly unavoidable and extreme hardship is evident. Such leave shall be restricted to three (3)
8 days per year per employee. This leave must be approved in advance by the Superintendent. If
9 advanced notice to the Superintendent is not possible the employee will notify the
10 Superintendent as soon as is practicable.

11
12 The administration may, in cases where there is extreme hardship, extend the emergency leave beyond
13 the number of days hereinbefore set forth. In such cases full salary shall accrue for the first three (3)
14 days of such extended leave and thereafter the authorized emergency leave shall be without pay.

15 **Section 10.3. Personal Leave.**

16 Each school year each employee covered by this Agreement shall be entitled to two (2) days leave with
17 pay for personal reasons. Additional non-compensated days may be granted at the discretion of the
18 Superintendent. The following conditions must be fulfilled:

- 19 1. A request for personal leave must be made at least one week in advance to the Building or
20 Program Administrator. Exceptions to this will be handled on an individual basis by the
21 Superintendent.
- 22 2. Employees that have unused personal leave may request to cash out up to one day at the
23 conclusion of their work year and carry both days to the next school year for a maximum of
24 four (4) personal leave days in any given year.
- 25 3. Granting of personal leave is dependent upon the availability of a substitute when necessary to
26 maintain existing programs.
- 27
- 28
- 29
- 30
- 31

32 **Section 10.4. Maternity Leave.**

33 An employee requesting maternity leave shall give written notice to the District at least thirty (30) days
34 prior to the commencement of said leave. The written request for maternity leave shall include a
35 statement as to the expected date of return to employment, and within thirty (30) days after childbirth
36 the employee shall inform the District of the specific day when she will return to work.

37
38 Maternity leave shall be considered as sick leave. Employees shall be eligible for pay only to the
39 extent that sick leave has accrued to the individual and to the extent that need for such leave is
40 documented, in good faith, by a physician. Extended leave beyond that required by a physician will
41 not be allowed.

42 **Section 10.5. Judicial Leave.**

43 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
44 as a codefendant with the District, such employee shall receive a normal day's pay for each day of
45 required presence in court. Any expense reimbursement received by a staff member for jury duty
46 performed on a contract day shall be retained by the staff member. In the event that an employee is a
47

1 party in a court action, such employee may request the appropriate leave (vacation, personal leave or
2 leave of absence).

3
4 **Section 10.6. Sick Leave Cash Out.**

5 At the time of separation from school District employment an eligible employee or the employee's
6 estate shall receive remuneration at a rate equal to one day's current monetary compensation of the
7 employee for each four (4) full day's accrued leave for illness or injury. An eligible employee means:

- 8
9 1. Employees who separate from employment due to retirement or death;
10
11 2. Employees who separate from employment and who are at least age fifty-five (55) and have at
12 least ten (10) years of service in SERS 3; or
13
14 3. Employees who separate from employment and who are at least age fifty-five (55) and have at
15 least fifteen (15) years of service in SERS 2.

16
17 Employees who transfer to the Lake Chelan School District with accumulated sick leave must maintain
18 employment for five (5) years to be eligible to apply for sick leave cash-out.

19
20 **Section 10.6.1. VEBA Benefits.**

21 The Association will sign a Memorandum of Understanding with the District by October 1 of
22 the instructional year regarding VEBA (Voluntary Employee Benefits Allocation) benefits for
23 bargaining unit members.

24
25 **Section 10.6.2. Annual Conversion of Sick Leave.**

26 Employees may cash in the previous year's accumulation of unused sick leave days above an
27 accumulation of one hundred eighty (180) days at a ratio of one full day's pay for each four (4)
28 days of accumulated unused sick leave (accumulated in the previous calendar year), in January
29 of each year following any year in which a minimum of one hundred eighty (180) days of sick
30 leave are accumulated. No employee may receive pay for sick leave accumulated in excess of
31 one (1) day per month. RCW 18A.400.210, WAC 392-136-015, WAC 392-136-020
32

33 **Section 10.7. Leave Without Pay.**

34 Upon recommendation of the immediate supervisor through administrative channels to the
35 Superintendent and upon approval of the Board of Directors, an employee may be able to take leave
36 without pay, limited to ten (10) days per school year, provided adequate prior notice is given to the
37 supervisor, a date of return is specified, and the employee has no unused vacation time.

38
39 **Section 10.8. Family Leave.**

- 40 1. Eligibility. Any employee shall be eligible for Family Leave.
41
42 2. Usage. Employees shall be provided twelve (12) weeks of unpaid leave during any twelve (12)
43 month period for any of the following reasons:
44
45 A. To care for the employee's child after birth, or placement for adoption or foster care;
46 B. To care for the employee's spouse, child, or parent who has a serious health condition; or
47 C. For a serious health condition of the employee.

3. Notification. The employee shall provide the District thirty (30) days advance notice of his/her intent to use Family Leave when the need for the leave is foreseeable.
4. Job Benefits and Protection. The District shall insure the following provisions:
 - A. Maintain the District's portion of the employee's full insurance benefits during the duration of Family Leave;
 - B. Grant, at the employee's request, his/her usage if accrued sick leave prior to his/her going on unpaid leave;
 - C. Grant the employee his/her previous position upon return from leave; and
 - D. Maintain any employee benefits that accrued prior to the start of leave.

Section 10.9. Leave Sharing.

1. **Right to Donate:** Employees may donate annual leave or sick leave to a fellow employee who is suffering from or has a relative or household member who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition; a fellow employee who is a victim of domestic violence, sexual assault, or stalking; or a fellow employee who has been called to service in the uniformed services, which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. Per RCW 41.04.650 through 41.04.665.
2. **Minimum Accumulation:** An employee who has an accrued leave balance of more than twenty-two (22) workdays may donate leave.
3. **Limits:** Employees cannot donate leave that would result in their cumulative leave account going below twenty-two (22) workdays.
4. **Status of Leave Employees:** While an employee is on leave under this section, he/she shall be classified as an employee and shall receive the same treatment in respect to salary, wages and employee benefits as the employee would normally receive if using sick leave.
5. The reason an employee needs sick leave donations shall remain private.

Section 10.10. Bereavement Leave.

Death in the immediate family – Immediate family shall include spouse, domestic partner, children, step-parent, grandparent, grandchildren, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any person living in the immediate household as a member of the family. Included within each category above will be step-relations and legally-designated foster relations who are within the immediate family.

Bereavement leave shall be granted as follows: for the death in the immediate family, five (5) workdays without loss of pay shall be allowed; and three (3) additional workdays without loss of pay may be granted at the discretion of the superintendent. Bereavement leave shall not be deducted from sick or emergency leave and is noncumulative.

An employee may request one (1) noncumulative bereavement day to be used for a friend or family member not listed in this section.

1 The administration may, in cases where there is extreme hardship, extend the bereavement leave
2 beyond the number of days hereinbefore set forth. In such cases full salary shall accrue for the first
3 three (3) days of such extended leave and thereafter the authorized extended emergency leave shall be
4 deducted from sick leave.

5
6 **Section 10.11. Paternity Leave.**

7 Following the birth of a child, the District shall grant a total of ten (10) days paternity leave. Such
8 leave may be deducted from the employee's sick leave balance unless the employee chooses to take
9 leave without pay. If the employee exhausted their sick leave balance, the hours will be leave without
10 pay. Employees requesting paternity leave shall notify the District as early as possible prior to the
11 beginning of the leave and shall indicate the expected date of return at the time the leave is requested.

12
13 Employees may also use Section 10.8, (sub-section D-#2), and may not want to use any accrued sick
14 leave before going on a leave without pay.

15
16 **Section 10.12. On-The-Job Injury and Leave.**

17 When an employee is injured on the job and is unable to perform his/her duties as a result of an on-the-
18 job injury or occupational disease or illness, and is certified off-work by a doctor, the employee may
19 elect to use leave as follows:

- 20
21 1. Choose unpaid leave thus receiving only his/her entitled temporary total disability (TTD)
22 benefit payment from the District's industrial insurance; or
23
24 2. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in addition
25 to their TTD benefits; or
26
27 3. Elect to use a proportionate share of accumulated leave to make up the difference between their
28 worker's compensation payments and the employee's regular pay at the time of injury.

29
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31
32 **ARTICLE XI**

33
34 **LEAVE OF ABSENCE**

35
36 **Section 11.1. Granting of Leave of Absence.**

37 Upon recommendation of the immediate supervisor through administrative channels to the
38 Superintendent and upon approval of the Board of Directors, an employee may be granted an extended
39 leave of absence for a period not to exceed one (1) year. In the event the leave of absence is extended
40 for health reasons, an additional year may be granted if approved by the board of directors.

41
42 **Section 11.2. Return to Work Rights.**

43 The returning employee will not necessarily be assigned to the identical position occupied before the
44 leave of absence. However, provided a vacancy exists for which the employee is qualified, the
45 employee shall be reinstated to a position equivalent in duties and salary to that held at the time the
46 request for leave of absence was approved.

1 **Section 11.3. Retention of Benefits.**

2 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave
3 of absence. However, vacation credits, sick leave and seniority shall not accrue while the employee is
4 on leave of absence.

5
6 **Section 11.4. Medical Leave of Absence.**

7 If an employee needs to go on a medical leave of absence, they need to reference Section 10.8 Family
8
9 Leave (FMLA). If FMLA is exhausted, the employee may contact the District for other insurance
10 options, such as COBRA.
11
12
13

14 **ARTICLE XII**

15 **VACATIONS**

16
17
18 **Section 12.1. Paid Vacation.**

19 All twelve (12) month employees subject to this Agreement shall receive paid vacation. The vacation
20 credit shall be earned, vested, and used as designated in this Article. Vacation hours accrued and used
21 will be displayed on pay stubs.
22

23 **Section 12.2. Computing Paid Vacation.**

24 The paid vacation to which an employee shall be entitled shall be computed in accordance with the
25 following schedule:
26

27 **Section 12.2.1. After One Year of Service.**

28 Upon completion of one (1) year of service with the District, each employee shall receive one
29 (1) week (forty (40) hours) paid vacation.
30

31 **Section 12.2.2. After Two Years of Service.**

32 Upon completion of two (2) years of service with the District, each employee shall receive two
33 (2) weeks (eighty (80) hours) paid vacation.
34

35 **Section 12.2.3. After Six Years of Service.**

36 Upon completion of six (6) years of service with the District, each employee shall receive three
37 (3) weeks (one hundred twenty (120) hours) paid vacation.
38

39 **Section 12.2.4. After Twelve Years of Service.**

40 Upon completion of twelve (12) years of service with the District, each employee shall receive
41 four (4) weeks (one hundred sixty (160) hours) paid vacation.
42

43 NOTE: The above applies only to twelve (12) month employees and shall be prorated for
44 part-time employees.
45
46
47

1 **Section 12.2.5. After Twenty-Five Years of Service.**

2 Upon completion of twenty-five (25) years of employment with the district, each employee will
3 receive one (1) day added vacation for every additional year of service, not to exceed twenty-
4 five (25) days.

5
6 **Section 12.3. Use of Accrued Vacation.**

7 Employees shall be eligible to use vacation as accrued.

8 Employees shall accrue vacation prorated to hours worked on a monthly basis beginning at an
9 employee’s hire date.

10
11 Employees shall not be denied vacation except for cases of emergency or undue hardship for the
12 District.

13
14 **Section 12.4. Retaining Eligibility Dates.**

15 Time on layoff and time on authorized leave of absence will be counted as continuous service for the
16 purpose of establishing and retaining eligibility dates.

17
18 **Section 12.5. Vacation Carry-Over.**

19 Any vacation days currently due but unused by the new accrual date each year may be carried over
20 for one (1) year following the accrual date with the approval of the immediate supervisor and
21 administration. No vacation may be carried over for more than one (1) year beyond the date on
22 which it became due; provided, however, no employee shall be denied accrued vacation benefits due
23 to District employment needs.

24
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26
27 **ARTICLE XIII**

28
29 **SENIORITY**

30
31 **Section 13.1. Hire Date.**

32 The hire date of an employee in the bargaining unit shall be established as of the date on which the
33 employee began continuous employment with the District (hereinafter “hire date”) unless such
34 seniority shall be lost as hereinafter provided.

35
36 **Section 13.1.1. Seniority Date.**

37 The seniority date of an employee shall be established as of the date on which an employee
38 begins continuous employment within any job classification defined in Article I, Section 1.3,
39 unless such seniority shall be lost or changed as hereinafter provided. If more than one
40 employee is hired on a given day, seniority shall be decided by a drawing of lots.

41
42 **Section 13.2. Loss of Seniority Rights.**

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

- 44
45 1. Resignation;
46 2. Discharge for reasons contained in this Agreement; or
47 3. Retirement.



1 **Section 13.3. No Loss of Seniority Rights.**

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

- 3
- 4 1. Time lost by reason of industrial accident or industrial illness or jury duty;
 - 5
 - 6 2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
 - 7 States;
 - 8
 - 9 3. Time spent on other authorized leaves; not to exceed one (1) year; or
 - 10
 - 11 4. Time spent in layoff status, unless layoff exceeds twenty-four (24) months.
 - 12

13 **Section 13.4. Seniority Within Job Classification.**

14 Seniority rights shall be effective within the general job classification. As used in this Agreement,
15 general job classifications are those set forth in Article I, Section 1.3.

16

17 **Section 13.5. Seniority Preferential Rights.**

18 The employee with the earliest hire date shall have absolute preferential rights regarding vacation
19 period and special services (including overtime). The employee with the earliest hire date shall have
20 preferential rights regarding promotions, shift selection, assignments to new or open jobs or positions,
21 and layoffs when ability and performance are substantially equal with those individuals junior to
22 him/her. If the District determines that seniority rights should not govern because the junior employee
23 possesses ability and performance substantially greater than a senior employee or senior employees,
24 the District shall set forth in writing to the employee or employees and the Association President its
25 reasons why the senior employee or employees have been bypassed.

26

27 **Section 13.5.1. Seniority Rights for Jobs.**

28 Seniority will be observed when vacancies occur and new or open jobs or positions of more
29 than one (1) hour are filled, provided, as determined by the District, the employee has the
30 necessary qualifications to assume the duties of the new position. The District will also be able
31 to decrease hours of one (1) hour or less. If the decrease is more than one (1) hour in a
32 classification, Section 13.5 will apply. The District will reserve the right to assign new or open
33 jobs or positions of one (1) hour or less. This does not apply to transportation.

34

35 **Section 13.5.2. District-Wide Seniority Rights.**

36 A minimally qualified employee with the earliest hire date within the district, applying for a
37 position outside of their classification, shall be given preference for new or open jobs or
38 positions when ability and performance are substantially equal to those with a later hire date
39 with the district, also applying for a position outside of their classification. Minimally qualified
40 employees within the bargaining unit, regardless of classification, shall be given preference
41 over outside applicants for new or open jobs or positions, unless the outside applicant possesses
42 ability and performance, relevant to the position in question, greater than the district employee.
43 The District shall set forth in writing to the employee or employees and the Association
44 President its reasons why the district employee or employees have been bypassed.

1 **Section 13.6. Classification Changes.**

2 An employee who changes job classification(s) within the bargaining unit shall retain his/her seniority
3 date in the previous classification, notwithstanding that he/she has acquired a new classification
4 seniority date.

5
6 **Section 13.6.1. Seniority Credit.**

7 An employee employed in more than one (1) classification shall be given credit for seniority
8 based on the number of annual hours pro-rated to each classification, so that the employee’s
9 total seniority for each school year equals one (1).

10
11 **Section 13.7. Posting Requirements.**

12 The District shall publicize all new and open positions within the bargaining unit for five (5)
13 workdays, before posting for five (5) workdays outside the bargaining unit. All postings will list
14 specific qualifications, skills and abilities that will be considered for all candidates. A copy of the job
15 posting(s) shall be provided to the Association President and shall also be posted at each
16 building/worksite. All in-district applicants shall be considered/interviewed prior to
17 consideration/interviews of outside applicants.

18
19 In the event there is a time-sensitive or urgent need to fill a position, postings will be concurrent with
20 first consideration given to any and all in-district candidates.

21
22 **Section 13.8. Employee Layoff Rights.**

23 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
24 District according to layoff ranking. Such employees are to have priority over non-employees in
25 filling an opening in the classification held immediately prior to layoff. Names shall remain on the re-
26 employment list for two (2) years. Section 13.5 shall apply.

27
28 **Section 13.9. Notification to Employer During Layoff.**

29 Employees on layoff status shall provide the District with their current address and telephone
30 number(s). Employees may also provide a current email address to the District. All information and
31 preference of notification method must be provided in writing to the District office. It is the
32 employee’s responsibility to notify the District in writing of any change of address, phone number(s)
33 or email address.

34
35 **Section 13.10. Forfeiture of Rights.**

36 The employee shall forfeit rights to reemployment as provided in Section 13.8 if the employee does
37 not comply with the requirements of Sections 13.9, or if the employee does not respond to the offer of
38 reemployment within five (5) working days after actual receipt.

39
40 **Section 13.11. Rejection of Reemployment Offer.**

41 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
42 accrued benefits; provided, that such employee is offered a position substantially equal (a loss of no
43 more than one (1) hour per day) to that held prior to layoff.

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ARTICLE XIV

PROBATIONARY PERIOD

Section 14.1. Probationary Period.

New employees shall be placed on a ninety (90) workday probationary period. No later than the end of the initial ninety (90) workday probationary period, the employee shall receive an evaluation. Upon mutual agreement between the District and the Union, the initial probationary period may be extended an additional twenty (20) workdays. During this probationary period the District may discharge such employee at its discretion.

Section 14.2. Rights and Duties Post Probation.

At the end of the probationary period the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

ARTICLE XV

DISCHARGE OF EMPLOYEES

Section 15.1. Just Cause.

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. The justification for discipline or discharge shall be given to the employee in writing.

Section 15.1.1. Privacy of Discipline.

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

Section 15.1.2. Progressive Discipline.

The following steps, except for egregious cases, will normally be as follows:

- A. A verbal warning is documented, is not part of the employee's personnel file and is part of the supervisor's working file and shall remain in the working file for two (2) years.
- B. Written Reprimand: Begins documentation of disciplinary action and shall inform the employee of consequences. This step/document is part of the employee's personnel file.
- C. Suspension (either short term or long term).
- D. Recommendation for discharge from employment.

Section 15.2. 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.

1 **Section 15.2.1. Discharge Notification.**

2 Should the District decide to discharge or non-renew any non-annual employee, the employee
3 shall be so notified in writing no later than July 1st.
4

5 **Section 15.2.2. Discharge for Misconduct.**

6 Nothing contained herein shall be construed to prevent the District from discharging an
7 employee for acts of misconduct occurring after the expiration of the school year.
8

9 **Section 15.2.3. No Limit on Operation.**

10 Nothing contained in this section shall in any regard limit the operation of other sections of this
11 Article.
12

13 **Section 15.3. Two Week Notification.**

14 Except in extraordinary circumstances the District will give two weeks' notice of intent to discharge or
15 layoff an employee.
16
17

18 **ARTICLE XVI**

19 **RETIREMENT**

20
21
22
23 **Section 16.1. Employee eligibility.**

24 In determining whether an employee subject to this Agreement is eligible for participation in the
25 Washington State Public Employees' Retirement System (PERS) or the Washington State School
26 Employees Retirement System (SERS), the District shall report all hours worked, whether straight
27 time, overtime, or otherwise.
28
29
30

31 **ARTICLE XVII**

32 **INSURANCE**

33
34
35 **Section 17.1. Insurance Benefits.**

36 Effective September 1, the District will pay the state funded amount per month per employee enrolled
37 in a District approved group health and dental insurance plan on an FTE (full-time-equivalent) basis
38 (utilizing one thousand four hundred forty (1,440) hours as the FTE base). Insurance benefits will be
39 adjusted to reflect the maximum insurance benefits provided by the state. The District will continue to
40 attempt to apply as liberal interpretation of FTE as is economically and administratively feasible, and
41 will pool unused FTE insurance dollars.
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43 The Lake Chelan School District pays one hundred percent (100%) of the Carve Out sent to the HCA.
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ARTICLE XVIII

POSITION DESCRIPTIONS & PERSONNEL FILES

Section 18.1. Job Descriptions.

The Association and the District agree to work co-operatively to update the job descriptions of positions in the bargaining unit. The Association will be given a copy of each job description as they are completed. The new job description will also be given to the affected employee.

Section 18.2. Amendments, Changes and Additions.

The District will provide the Association President and the affected employee with such amendments, changes and additions to job descriptions as they may from time to time occur.

Section 18.3. Employee Personnel Files.

The official personnel files of classified staff are confidential. Such official personnel files shall be available for inspection only by the employee's supervisor, building principals, the human resource department or the Superintendent.

Employees and their designees shall have the opportunity to review all derogatory materials and all evaluations before they are made a part of the personnel file.

Classified employees shall have the right to review and make copies of their official personnel file in the presence of the administrator and/or his designee. Such right to review shall include all materials within their personnel file excluding confidential college placement files.

There shall be only one personnel file, which shall be kept in the office of the Superintendent. Any material, which is to be placed in the personnel file, shall be placed in the file within thirty (30) days of its preparation. Employees will initial all reprimand or derogatory materials placed in their personnel file to acknowledge that they have seen the material. No derogatory material may be placed in an employee's personnel file that relate to occurrences which have taken place more than thirty (30) days prior to the preparation of the disciplinary communication. The employee shall have the right to purge non-legal derogatory material from their employee file after one year, provided that it does not have a bearing on the employee's job performance or on the efficient and effective management of the agency and is not related to pending legal action or current legal action. A separate file for processed grievances shall be kept apart from the employee's personnel file.

Consistent with the law, the District shall maintain a medical information file for each classified employee of the District, which will be kept separate from the personnel file. Said files shall be kept in the District Superintendent's office. Such file will contain such sensitive information as immunization history, health related cards and driving physical examination forms.

Section 18.4. Working Files.

Supervisors, for the purpose of evaluations, may keep a working file at the job site for the duration of the evaluation period. The evaluation period shall be from the beginning of the school year through the end of the employee's contract year. After an evaluation is completed and signed by the employee, the evaluation will be transferred to the employee's personnel file. If the supervisor receives a complaint or commendation, the paperwork shall be placed in the working file with the name of the

1 employee and a full description of the incident. Working files will be purged before the beginning of
2 each new academic year.

6 ARTICLE XIX

8 MAINTENANCE OF MEMBERSHIP AND CHECKOFF

10 **Section 19.1. Association Membership.**

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

15 **Section 19.2. Condition of Employment.**

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

22
23 The Association, which is the legally recognized exclusive bargaining representative of the classified
24 employees as described in this Agreement, shall have the right to have deducted from the salary of the
25 employees, upon receipt of a signed dues authorization card, an amount equal to the fees and dues
26 required for membership in the Association. The dues authorization card must be signed and delivered
27 to the District office within thirty (30) days of the employee's date of hire.

29 **Section 19.3. Declining Association Membership.**

30 The parties recognize that an employee would have the option of declining to participate as a member
31 in the Association. However, those employees who are not members, but are part of the bargaining
32 unit, shall be required to pay a representation fee to the Association. The representation fee shall be
33 regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to
34 represent all members of the bargaining unit. The amount of the fee is equivalent to the current agency
35 fee, as determined by the Association not later than December 1 of the instructional year.

37 **Section 19.4. New Hire Notification.**

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

41 **Section 19.5. Religious Non-Association.**

42 Nothing contained in this Agreement shall require Association membership of employees who object
43 to such membership based on bona fide religious tenets or teachings of a church or religious body of
44 which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a
45 nonreligious charity or other charitable organization mutually agreed upon by the employee and the
46 Association.

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

13
14 **Section 19.6. Committee on Political Empowerment.**

15 The District upon receipt of a written authorization form that conforms to legal requirements, shall
16 deduct from the pay of such bargaining unit employees the amount of contribution the employee
17 voluntarily chooses for deduction for political purposes and shall transmit the same to Public School
18 Employees of Washington/SEIU Local 1948 (PSE) on the PSE dues transmittal check. Section 19.7
19 regarding the District being held harmless shall apply to these deductions. The employee may revoke
20 the request at any time. At least annually, the employee shall be notified by the Association about the
21 right to revoke the request. An employee may withdraw his/her political contribution authorization by
22 giving at least sixty (60) days' notice in writing.

23
24 **Section 19.7. District Held Harmless.**

25 The District assumes no obligation, financial or otherwise, arising out of the provisions of this
26 voluntary deduction for political purposes and the Association shall indemnify and hold the District
27 harmless for any and all claims, grievances, arbitrations, awards, suits, attachments, or other
28 proceedings arising out or by reason of any action taken by the District for the purpose of complying
29 with any of the provisions of this agreement.

30
31 **Section 19.8. Deductions and Transmittal of Dues.**

32 The District shall deduct PSE dues, representation fees or voluntary political contributions from the
33 pay of all employees after authorization of such deductions in writing pursuant to RCW 41.56.110.
34 The District shall transmit all such funds deducted to the Treasurer of Public School Employees of
35 Washington/SEIU Local 1948 on a monthly basis. The District will provide the name, social security
36 number, gross pay and amount of dues for each employee with each transmittal to PSE.

37
38
39
40 **ARTICLE XX**

41
42 **GRIEVANCE PROCEDURE**

43
44 **Section 20.1. Purpose.**

45 The purpose of this procedure is to provide an orderly method of resolving grievances or complaints
46 arising between the District and its employees within the bargaining unit defined in Article I herein,
47 with respect to matters dealing with the interpretations or applications of the terms and conditions of

1 this Agreement and to ensure that such grievances or complaints shall be resolved in strict compliance
2 with this Article. A determined effort shall be made to settle such differences at the lowest level in the
3 grievance procedure. Meetings and discussions involving grievances shall be scheduled at mutually
4 agreeable times. The employee may be accompanied by a representative of the union at all steps of the
5 grievance.

6
7 **Section 20.1.1. Definitions.**

8 A. Grievant: A grievant is an employee, or in the case of the union's contractual rights, the
9 union.

10
11 B. Grievance: A grievance is defined as a dispute involving the interpretations or application
12 of the specific terms of this Agreement.

13
14 C. Workday: Workdays in this procedure are normal District office workdays.

15
16 **Section 20.1.2. Timelines.**

17 Grievances shall be processed in the following manner and within the stated time limits. Time
18 limits shall be calculated commencing on the day after the event or occurrence triggering the
19 running time limit. Time limits provided in this procedure may be extended only by mutual
20 written agreement.

21
22 Failure on the part of the employer at any step of this procedure to communicate the decision
23 on a grievance within the specific or mutually extended time limit shall permit the grievant to
24 lodge an appeal at the next step of this procedure.

25
26 Failure on the part of the grievant (employee or union) to present or proceed with a grievance
27 within the specific or mutually extended time limits will render the grievance waived.

28
29 **Section 20.2. Process.**

30
31 **Section 20.2.1. Step 1. Informal Level – Submission of Grievance to Supervisor.**

32 Within twenty (20) workdays following the occurrence of the event giving rise to the
33 grievance, the employee shall attempt to resolve the grievance informally with their immediate
34 supervisor. The immediate supervisor shall respond in writing within five (5) workdays of the
35 employee's presentation. If an agreeable disposition has been made, the aggrieved party shall
36 terminate the grievance in writing within five (5) workdays.

37
38 **Section 20.2.2. Formal Level – Written Submission of Grievance to Supervisor.**

39 If the grievance is not resolved informally, it shall be reduced to writing by the employee who
40 shall submit it to the immediate supervisor within ten (10) workdays after receipt of the
41 supervisor's response at Step I, or within ten (10) workdays after the deadline for the
42 supervisor's response, whichever is earlier. The written grievance shall contain the following:

- 43
44 A. A statement of the alleged grievance including the facts upon which the grievance is
45 based;
46 B. Reference to the specific term(s) of the Agreement which have been allegedly violated;
47 C. Remedy sought.

1 The immediate supervisor shall inform the employee and the union in writing of the disposition
2 of the grievance within ten (10) workdays of the presentation of the grievance.

3
4 If an agreeable disposition has been made, the aggrieved party shall terminate the grievance in
5 writing within ten (10) workdays.

6
7 **Section 20.2.3. Step 3. Superintendent Level.**

8 A. Individual Grievance. If the grievance is not settled at Step 2, a written statement of the
9 grievance shall be submitted within ten (10) workdays to the District Superintendent.
10 After submission of the grievance, the parties will have ten (10) workdays to meet to
11 resolve the grievance. A written statement of the disposition shall be given to the
12 aggrieved and the Union within ten (10) workdays of the meeting. If an agreeable
13 disposition has been made, the aggrieved party shall terminate the grievance in writing
14 within ten (10) workdays.

15
16 B. Union Grievance. A grievance which the Union may have against the employer, limited
17 as aforesaid to matters dealing with the interpretation or application of terms of this
18 Agreement relating to union rights, shall be commenced by filing in writing (in format of
19 Step 2 above) with the Superintendent. Such filing shall be within twenty (20) workdays
20 after the event is known or reasonably should have been known. The Superintendent will
21 schedule a meeting to discuss the grievance within ten (10) workdays and issue a written
22 decision within ten (10) workdays of the date of the grievance meeting.

23
24 **Section 20.2.4. Step 4. School Board Level.**

25 If no settlement is reached in Step 3 and the union believes the grievance to be valid, a written
26 statement shall be submitted within ten (10) workdays to the School Board, after receipt of the
27 Superintendent's written response in Step 3. The grievance shall be heard by the School Board
28 during an exempt, private portion of its next regular meeting, or at a special meeting to be held
29 no more than thirty (30) workdays from submission of the written grievance to the Board. The
30 grievant(s) shall be expected to appear before the Board, and to provide a presentation to the
31 Board. A written statement of disposition shall be given to the aggrieved and the Union within
32 ten (10) workdays of the meeting. If an agreeable disposition has been made, the aggrieved
33 party shall terminate the grievance in writing within ten (10) workdays.

34
35 **Section 20.2.5. Step 5. Arbitration.**

36 If no settlement is reached in Step 4, the Union has the right to file a demand for arbitration as
37 outlined below:

- 38
39 A. Written notice of a request for arbitration shall be made to the Superintendent within ten
40 (10) workdays of the receipt of the disposition at Step 4.
41
42 B. Arbitration shall be limited to the issue(s) involving the interpretation or application of
43 specific terms of this Agreement.
44
45 C. When a timely request has been made for arbitration, the parties shall jointly request
46 and choose an arbitrator.
47

1 D. Arbitration proceedings shall be in accordance with the following:
2

- 3 1. The arbitrator, once appointed, will inform the parties as to the procedures which
4 will be followed.
5
6 2. The arbitrator shall hear and accept pertinent evidence submitted by both parties and
7 shall be empowered to request, through subpoena if necessary, such data and
8 testimony as the arbitrator deems pertinent to the grievance and shall render a
9 decision in writing to both parties within thirty (30) workdays, unless mutually
10 extended, of the closing of the record.
11
12 3. The arbitrator shall be authorized to rule and issue a decision in writing on the
13 issue(s) presented for arbitration which decision will be final and binding on both
14 parties.
15
16 4. The arbitrator shall rule only on the basis of information presented at the hearing
17 and shall refuse to receive any information after the hearing except by mutual
18 agreement.
19
20 5. Each party to the proceedings may call such witnesses as may be necessary in the
21 order in which their testimony is to be heard. Such testimony shall be limited to the
22 matters set forth in the original written statement of the grievance. The arguments
23 of the parties may be supported by oral comments and rebuttal. Either or both
24 parties may submit written briefs within a time period mutually agreed upon. Such
25 arguments of the parties, whether oral or written, shall be confined to and directed at
26 the matters set forth in the grievance.
27
28 6. Each party shall pay any compensation and expenses relating to its own witnesses or
29 representatives except that the fees and charges of the arbitrator, if any, shall be
30 shared equally by both parties.
31
32 7. The total cost of the stenographic record, if requested, will be paid by the party
33 requesting it. If the other party also requests a copy, that party will pay one-half
34 (1/2) of the stenographic cost.
35

36 **Section 20.3. Binding Effect of Award.**

37 All decisions arrived at under the provisions of this Article by the representatives of the Employer and
38 the Union at Step 1, 2, 3, or 4, or by the arbitrator, shall be final and binding upon both parties;
39 provided, however, that in arriving at such decision neither of the parties or the arbitrator shall have the
40 authority to alter the Agreement in whole or part. The arbitrator shall be without authority to require
41 the District to maintain specific employee positions in the future.
42

43 **Section 20.3.1. Limits of the Arbitrator.**

44 The arbitrator cannot order the employer to take action contrary to the law.
45
46
47

1 **Section 20.3.2. No Duty to Maintain Status Quo.**

2 The employer has no duty to maintain the status quo or to restore the status quo pending an
3 arbitration. But if return to status quo is ordered by the arbitrator, the return shall be affected as
4 per the arbitrator’s award.
5

6 **Section 20.3.3. Freedom From Reprisal.**

7 There will be no reprisals against the grievant or others as a result of his/her participation in
8 this process.
9

10 **Section 20.4. Continuity of Grievances.**

11 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may
12 proceed through the grievance procedure until resolution so long as the grievance was initiated prior to
13 the expiration of this Agreement.
14

15 **Section 20.5. Grievance Release Time.**

16 In the event the grievance or arbitration discussions occur during regular employment time, the District
17 shall provide release time without loss of compensation limited to the grievant, required witnesses and
18 one (1) Union Chapter Representative unless otherwise approved by the District. It is recognized that
19 meetings and/or discussions to prepare for grievance and/or arbitration hearings are to take place
20 outside the employee’s work hours and are not to be compensated by the District.
21
22
23

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

25 **SALARIES**

26 **Section 21.1. Salary Schedule.**

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

31 **Section 21.2. Salary Timeline.**

32 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms
33 and conditions of Section 23.3.
34
35

36 **Section 21.3. Retroactive Pay.**

37 Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this
38 Agreement, or in the case of retroactive pay resulting from negotiations pursuant to Section 23.3, on
39 the first regular pay day following agreement on such schedule.
40

41 **Section 21.4. Expense Reimbursement.**

42 Meals, lodging, mileage, when a personal vehicle is used and other necessary expenses, will be
43 reimbursed at the rate established by the State of Washington (OFM) for employees participating in
44 District approved conferences, meetings, and conventions.
45

46 **Section 21.5. Payment for Medical/Physical Exams.**

47 The District shall pay the full cost of physical examinations and/or x-rays required as a condition of



1 employment. Per Federal Motor Carriers Safety Administration, all medical/physical exams must be
2 conducted by a National Registry of Certified Medical Examiner.

3
4 Substitute bus drivers shall be included in the above, but must drive a minimum of ninety (90) days per
5 year to receive the full cost which shall be reimbursed at the end of each school year. A receipt of
6 payment must be turned into the District to receive reimbursement.

7
8 **Section 21.5.1. Payment for Required Driver Licensing.**

9 The District shall pay the difference between a regular driver's license and a CDL; and other
10 related school bus endorsements for regular drivers.

11
12 The District shall pay the difference between the substitute driver's license and a CDL;
13 provided that the substitute driver has been employed for at least two (2) years continuously in
14 the Lake Chelan

15 School District as a substitute bus driver. A receipt of payment must be turned into the District
16 to receive reimbursement at the end of each school year.

17
18 **Section 21.6. Professional Development.**

19 All employees shall be eligible for up to twenty (20) hours of District provided and directed in-
20 service/professional development. All employees shall be eligible for self-chosen professional
21 development, which shall be pre-approved by the employee's supervisor/administrator or by the
22 Superintendent.

23
24 **Section 21.7. Perfect Attendance Incentive Pay.**

25 The district will provide two hundred dollars (\$200.00) per employee for perfect attendance [excluding
26 paid vacation, personal leave, floating day, bereavement and approved professional development]. Not
27 excluding sick leave or other unapproved or approved leaves. Other leaves could be leave without pay,
28 emergency leave (which is taken from sick leave), paternity leave (which is taken from sick leave), etc.

29
30 **Section 21.8. Educational Stipends.**

31 Single Highest Stipend Applies:

32 AA = Fifty cents (\$0.50) per hour

33 BA/BS = Seventy-five cents (\$0.75) per hour

34 MA/MS = One dollar (\$1.00) per hour

35 One-hundred (100) clock hours = Ten cents (\$0.10) per hour one (1) time

36 *For clarification: If an employee has two hundred (200) clock hours they would not receive*
37 *twenty cents (\$0.20) per hour.*

38
39
40 Employees will track and submit proof of clock hours to the district office by the September 15 deadline
41 each year to include clock hour forms and /or official transcript. These clock hours must be from an
42 approved clock hour provider in the State of Washington and relevant to the current district assignment.

43
44 **Section 21.9. Payment for Food Handlers Permits.**

45 The District shall pay for the Food Handlers Permits for current Food Service employees.

1 **Section 21.10. Payment for Herbicide/Pesticide Licensing.**

2 The District shall pay for classes and licenses for grounds employees. Employees are responsible for
3 maintaining licenses.
4

5 **Section 21.11. Negotiated Items Tied to M&O Levy.**

- 6 1. Vacation as referred to in Section 12.2.5
- 7
- 8 2. Perfect Attendance as referred to in Section 21.7
- 9
- 10 3. District provided HCA Carve-Out (employees shall continue to receive their state funded allocation
- 11 per month for health insurance, pro-rated on an FTE basis).
- 12
- 13
- 14

15 **ARTICLE XXII**

16 **SEPARABILITY OF PROVISIONS**

17 **Section 22.1. Provisions of Separability.**

18 The provisions of this Agreement are deemed to be separable to the extent that should any party hereof
19 or any provisions herein contained be rendered or declared invalid by reason of any existing or
20 subsequently enacted legislation or by decree of a court or competent jurisdiction, such invalidation of
21 such part or portion of this Agreement shall not invalidate the remaining portions; hereof, and they
22 shall remain in full force and effect.
23
24
25

26 **Section 22.2. Amendments.**

27 It is further provided that such part or provision of this Agreement so rendered or declared invalid shall
28 immediately be amended to comply with the requirements of such enacted legislation or court decree.
29
30
31

32 **ARTICLE XXIII**

33 **TERM**

34 **Section 23.1. Term of Agreement.**

35 The term of this Agreement shall be effective from September 1, 2017 through August 31, 2020.
36
37

38 **Section 23.2. Provisions of Agreement.**

39 All provisions of this Agreement shall be applicable to the entire term of this Agreement
40 notwithstanding its execution date, except as provided as provided in Sections 23.1 and 23.3.
41
42

43 **Section 23.3. Openers.**

44 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
45 parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate
46 Schedule A to the maximum state allocation allowed plus regionalization plus CPI (Consumer Price
47 Index) and provided further that this Agreement will be opened to discuss legislative changes that



1 could arguably alter the terms and conditions herein or create authority to alter personnel practices in
2 public employment. All rates on Schedule A shall be increased by the state-funded percentage increase
3 for classified employees. If the state funds a wage increase for classified employees in any manner
4 other than the percentage method commonly used in the past, Schedule A shall be reopened for the
5 purposes of agreeing on a method for applying the increase to the salary schedule wage rates.
6
7
8

9 **ARTICLE XXIV**
10
11 **NEGOTIATIONS**
12

13 **Section 24.1. Negotiations.**

14 This shall be the sole Agreement between the parties regarding wages, hours, and terms and conditions
15 of employment. It shall supersede any rules, regulations, policies, resolutions or practices of the
16 District, which shall be contrary to or inconsistent with its terms.
17

18 Changes in policies, not specifically mentioned in this Agreement, that directly affect the working
19 conditions of classified employees shall be discussed with the Association prior to implementation.
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SIGNATURE PAGE

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

LAKE CHELAN CHAPTER

LAKE CHELAN SCHOOL DISTRICT #129

**BY: _____ Signed by _____
Stefani Morgan, Chapter President**

**BY: _____ Signed by _____
Barry DePaoli, Superintendent**

DATE: _____ November 6, 2017 _____

DATE: _____ November 7, 2017 _____



SCHEDULE A
LAKE CHELAN SCHOOL DISTRICT #129
SEPTEMBER 1, 2017 – AUGUST 31, 2018

	<u>1-2 Years</u>	<u>3-7 Years</u>	<u>8-11 Years</u>	<u>12-14 Years</u>	<u>15-19 Years</u>	<u>20-24 Years</u>	<u>25+ Years</u>
<u>EDUCATIONAL SUPPORT</u>							
Para Educator	15.25	15.53	15.84	16.14	16.73	17.48	17.98
Para Educator (SPED-High needs/intensive support)	15.57	15.86	16.15	16.48	17.07	17.80	18.30
Translator (Verbal and Written)	16.01	16.33	16.64	16.99	17.60	18.37	18.87
Home Visitor	16.01	16.33	16.64	16.99	17.60	18.37	18.87
Migrant Recruiter	16.01	16.33	16.64	16.99	17.60	18.37	18.87
Migrant Graduation Specialist	16.75	17.07	17.38	17.73	18.34	19.11	19.61
Migrant Student Advocate	16.75	17.07	17.38	17.73	18.34	19.11	19.61
ECEAP Head Instructor	17.05	17.37	17.68	18.03	18.63	19.41	19.91
Substitute	12.20						
<u>PROFESSIONAL/TECHNICAL</u>							
RN	27.80	27.80	27.80	27.80	27.80	27.80	27.80
LPN	21.61	21.61	21.61	21.61	21.61	21.61	21.61
Computer Technician	17.97	18.43	18.93	19.42	20.14	20.70	21.20
Career College Coordinator	18.35	18.81	19.31	20.30	21.52	22.81	23.31
On-Line Learning Coordinator	17.14	17.60	18.10	18.59	19.32	19.88	20.38
Technology/Web Specialist	17.14	17.60	18.10	18.59	19.32	19.88	20.38
Educational Sign Language Interpreter	19.76	20.41	21.08	21.74	22.39	23.06	23.56
<u>FOOD SERVICE</u>							
Head Cook	16.26	16.57	16.91	17.22	17.81	18.58	19.08
Assistant Cook/Dishwasher	15.06	15.39	15.70	16.01	16.58	17.35	17.85
Clerk	15.66	15.98	16.31	16.62	17.20	17.97	18.47
Substitute	12.05						
<u>MAINTENANCE/GROUNDS/CUSTODIAL</u>							
Custodian	18.09	18.53	19.22	19.60	20.25	21.01	21.51
Maintenance/Grounds	20.16	20.60	21.29	21.67	22.32	23.08	23.58
Substitute	14.47						
<u>TRANSPORTATION</u>							
Mechanic	22.22	23.73	25.01	25.49	26.24	27.03	27.53
Bus Driver	20.20	21.68	22.93	23.37	24.07	24.83	25.33
Courier	16.59	17.09	17.59	18.09	18.59	19.09	19.59
Extracurricular Trips (including substitute drivers)	16.59	16.59	16.59	16.59	16.59	16.59	16.59
Substitute	18.18						
<u>SECRETARIES</u>							
Secretary	17.14	18.14	18.34	18.70	19.29	20.06	20.56
Registrar	18.17	19.18	19.38	19.74	20.33	21.09	21.59
Substitute	13.71						

Educational Stipends

AA = 50 cents (\$0.50) per hour

BA/BS = 75 cents (\$0.75) per hour

MA/MS=\$1.00 per hour

100 clock hours = 10 cents (\$0.10 per hour) (1 time)

For clarification: If an employee has 200 clock hours they would not receive 20 cents (\$0.20) per hour.

