

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**HARRINGTON SCHOOL DISTRICT #204**

AND

**PUBLIC SCHOOL EMPLOYEES OF  
HARRINGTON CHAPTER**

SEPTEMBER 1, 2019 - AUGUST 31, 2022



**Public School Employees of Washington / SEIU Local 1948**

P.O. Box 798

Auburn, Washington 98071-0798

1-866-820-5652

[www.pseclassified.org](http://www.pseclassified.org)

# TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	1
ARTICLE III RIGHTS OF EMPLOYEES	2
ARTICLE IV RIGHTS OF THE ASSOCIATION	3
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	4
ARTICLE VI ASSOCIATION REPRESENTATION	4
ARTICLE VII HOURS OF WORK AND OVERTIME	5
ARTICLE VIII HOLIDAYS	6
ARTICLE IX LEAVES	7
ARTICLE X PROBATION, SENIORITY AND LAYOFF PROCEDURES	10
ARTICLE XI DISCIPLINE AND DISCHARGE OF EMPLOYEES	11
ARTICLE XII GRIEVANCE PROCEDURES	12
ARTICLE XIII INSURANCE AND RETIREMENT	13
ARTICLE XIV MEMBERSHIP AND CHECKOFF	14
ARTICLE XV ALCOHOL AND CONTROLLED SUBSTANCE TESTING FOR COMMERCIAL DRIVER'S LICENSE EMPLOYEES	15
ARTICLE XVI SALARIES AND EMPLOYEE COMPENSATION	15
ARTICLE XVII TERM AND SEPARABILITY OF PROVISIONS	16
SIGNATURE PAGE	17
SCHEDULE A	18

1 **P R E A M B L E**

2  
3 This Agreement is made and entered into between the Harrington School District, hereinafter the  
4 "District" and Public School Employees of Harrington, an affiliate of Public School Employees of  
5 Washington/SEIU Local 1948, hereinafter "Association".  
6

7 The parties agree that it is in their mutual interest to promote systematic and effective employee-  
8 management cooperation; to confer and negotiate in good faith, with respect to grievance procedures  
9 and collective negotiations on personnel matters, including wages, hours and working conditions and to  
10 promote reasonable employee participation in the development of personnel matters.  
11

12 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations  
13 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the  
14 parties agree as follows:  
15  
16

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

18 **RECOGNITION AND COVERAGE OF AGREEMENT**

19  
20  
21  
22 **Section 1.1.**

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

27 **Section 1.2.**

28 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as  
29 deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board  
30 of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).  
31

32 **Section 1.3. Bargaining Unit Representation.**

33 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the  
34 following general classifications: Bus Driver.  
35

36 The following positions are exempt from PSE membership: The District secretary, office manager, and  
37 the Transportation Supervisor.  
38  
39  
40

41 **A R T I C L E II**

42 **RIGHTS OF THE EMPLOYER**

43  
44 **Section 2.1.**

45 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
46 vested in management officials of the District unless specifically limited by this agreement. Included in  
47

these rights, without limitation, in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, evaluate, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

### **Section 2.2.**

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

## **ARTICLE III**

### **RIGHTS OF EMPLOYEES**

### **Section 3.1.**

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

### **Section 3.2.**

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

### **Section 3.3.**

Employees subject to this Agreement have the right to have Association representatives present at discussions between themselves and supervisors or other representatives of the District, that deal with discipline or which could lead to discipline, except for employee evaluations.

### **Section 3.4.**

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

### **Section 3.5.**

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

handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others.

### **Section 3.6. Personnel Files.**

There shall be only one (1) official personnel file for each employee. Said files shall be kept in the District administration office. Each employee shall have the right upon request, and after making an appointment for that purpose with the personnel administrator, to review the contents of his/her official personnel file. The review shall be made in the presence of the administrator responsible for safekeeping of these files. During the review employees shall be allowed to copy any material therein and shall be permitted to make a written inventory of material there, and, on request, have such inventory signed and dated by a representative of the administration. Any evaluative or disciplinary document that may result in a disciplinary action placed in the employee's personnel file must first be submitted to the employee. A written statement by the employee may be attached to the above document or an evaluation to explain any relevant circumstances.

Employees shall have the ability to request to purge their personnel file of derogatory material after five (5) years from the time it was placed in the file. Removal of derogatory material is subject to the approval of the Superintendent. Should the removal of the material be denied the Superintendent will meet with the employee to discuss the reason(s).

#### **Section 3.6.1.**

This Section does not preclude the supervisor maintaining a working file on the employee for the current school year. Supervisors may maintain a file for job specific certifications.

## **ARTICLE IV**

### **RIGHTS OF THE ASSOCIATION**

#### **Section 4.1. New Member Orientation.**

The District, as part of the general orientation of each new employee within the bargaining unit, shall provide the new employee with a copy of this Agreement. Effective June 7, 2018, the school district will provide the union a thirty-minute meeting during the bargaining unit employees work time within one week of their hire date. The purpose of this meeting is to review the collective bargaining agreement, and to advise the new employee of the business of the Association.

#### **Section 4.2.**

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington/SEIU Local 1948.

#### **Section 4.3.**

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

1  
2 **Section 4.4. Association Leave and Release Time.**  
3

4 **Section 4.4.1.**

5 Release time shall be granted to the Association President or his/her designees to carry out the  
6 duties of his/her office. The total amount of release time will be a maximum of two (2) days per  
7 year, to be used in hourly increments. If meetings are scheduled during the normal work shift,  
8 association representatives shall suffer no loss of pay for attendance at said meetings.  
9

10 **Section 4.4.2.**

11 Release time for Harrington PSE members requested by the Public School Employees of  
12 Washington/SEIU Local 1948 Organization may be granted to the employee. All costs associated  
13 with the employee's absence will be reimbursed by PSE of Washington. Request for release time  
14 will be approved or disapproved through the Superintendent's office and shall be submitted no less  
15 than two (2) weeks prior to date of requested days off.  
16  
17

18  
19 **ARTICLE V**

20  
21 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**  
22

23 **Section 5.1.**

24 It is agreed and understood that matters appropriate for negotiation between the District and the  
25 Association are matters relating to or affecting wages, hours, grievance procedures and general working  
26 conditions of employees in the bargaining unit subject to this Agreement.  
27

28 **Section 5.2.**

29 It is further recognized that this Agreement does not alter the responsibility of either party to meet with the  
30 other party to advise, discuss or consult regarding matters concerning working conditions not covered by  
31 this Agreement.  
32  
33  
34

35 **ARTICLE VI**

36  
37 **ASSOCIATION REPRESENTATION**  
38

39 **Section 6.1. Labor Management Committee.**

40 The Association will designate a Labor-Management Committee of two (2) members and their Field  
41 Representative who will meet with the Superintendent of the District and the Superintendent's  
42 representatives on an as needed basis to discuss appropriate matters. Either party may request a  
43 Labor/Management committee meeting which will be scheduled at a mutually agreed time.  
44  
45  
46  
47

## ARTICLE VII

### HOURS OF WORK AND OVERTIME

#### **Section 7.1.**

Each employee shall be assigned to a definite and regular shift and workweek, with designated times of beginning and ending, which shall only be changed in the event of emergency or upon one (1) weeks prior notice to the employee.

#### **Section 7.2. Overtime.**

All hours worked in excess of the regular forty (40) hour workweek shall be compensated at the rate of one and one half (1 ½) times the employee's base hourly rate of pay per one (1) hour worked. All hours worked on a holiday will be paid double time the employee's base hourly rate of pay per one (1) hour worked.

Overtime must be "pre-approved" by the supervisor or superintendent, except in instances of obvious safety or security matters, or a trip goes over scheduled time.

#### **Section 7.3. Transportation.**

##### **Section 7.3.1.**

At any time, a regular route is open, the District will notify the regular drivers and open the position for first consideration in accordance with Article X, Section 10.7.

#### **Section 7.4. Supplemental runs (extra-curricular).**

##### **Section 7.4.1.**

All supplemental runs (extracurricular) shall be posted for five (5) working days, however, this may be waived for unforeseen circumstances or emergency. Trip bidding will be on Friday, after the morning bus run, for the next week's trips. Trips must be posted by Thursday morning, the day before bidding. In the event that a supplemental run is not filled with a regular driver, then the District shall fill the need with a substitute bus driver.

Trips shall be awarded based on rotation. At the beginning of each school year, the rotation will start with the most senior driver and then follow through a continual rotation for the rest of the year. When it is a driver's turn to bid, he/she shall choose one trip from those available for the following week. The next bid day shall start with the driver who did not receive a trip on the last bid day.

Trips shall be compensated at the drivers base hourly rate for the first two (2) hours of the trip and at the extra-curricular sub rate for the remainder of the trip. Drivers will be reimbursed for any expenditures related to the extra-curricular trip. No bus driver will be forced to take a supplemental run in place of a regular route if the driver will earn less money on the supplemental run.

Should an extra-curricular event be cancelled, the driver will be notified at least one hour prior to the event. If the driver reports to work for the extra-curricular run and is not given the one (1)

hour notification, the driver will be compensated a minimum of one (1) hour of pay at the driver's base hourly rate.

**Section 7.4.2.**

If a driver is needed for a sports practice run or supplemental run on a holiday, he/she shall be paid time and a half (1 ½).

**Section 7.5. Overnight Field Trips and Athletic Events.**

Bus drivers will be paid a two hundred dollar (\$200.00) flat rate per day for overnight trips. Employees required to remain overnight on District business shall be reimbursed for all room and board and event expenditures.

**Section 7.5.1.**

A bus driver on standby status is required to remain at the specific location or immediate vicinity of the trip destination. The driver is required to immediately report to active status if the need arises. The bus driver must notify trip supervisory personnel of the location where the driver may be reached during standby status.

**Section 7.5.2. DOT Physical and CDL Renewal.**

The cost of a DOT physical and CDL renewal shall be paid by the District. Drivers shall be paid for attending the annual state required in-service.

**Section 7.5.3.**

The cost of first-aid training will be paid by the District for all bargaining unit employees. The class will be held at a District site. Drivers shall not be paid for time attending this class.

**Section 7.6. Call Back.**

Employees called back to work after completion of their regular work shift shall receive no less than one (1) hours compensation at their base hourly rate of pay.

**Section 7.7. School Closure.**

If a school closure is announced after an employee has arrived for their shift, they will be compensated for one hour of time. However, no employee shall be entitled to any such compensation if they have been notified by the District of the closure prior to leaving for work.

**ARTICLE VIII**

**HOLIDAYS**

**Section 8.1. Holidays.**

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

- |                               |                   |
|-------------------------------|-------------------|
| 1. Thanksgiving Day           | 4. New Year's Day |
| 2. Day after Thanksgiving Day | 5. Veteran's Day  |
| 3. Christmas Day              |                   |



## ARTICLE IX

### LEAVES

#### **Section 9.1. Illness, Injury and Emergency Leave.**

The District shall grant each employee one (1) day of sick leave per month to a maximum of ten (10) days annually. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of one hundred and eighty (180) days. On or about January 1 of each school year, the employee may cash in up to ten (10) days of unused sick leave at a ratio of four point one (4:1), provided however, that an employee's sick leave balance shall not go below the amount allowed by law. Upon retirement an employee may cash in accumulated sick leave, as accumulated by the individual up to a maximum of one hundred and eighty (180) days at the rate of one (1) full day's pay for four (4) days of accumulated sick leave.

Absence caused by personal illness, injury, doctor/dental/optical appointments, poor health, maternity/paternity, quarantine, or other disability is covered by the sick leave provisions. Sick leave may also be used for immediate family illness, injury, or doctor/dental/optical appointments. Immediate family includes; spouse, parent, parent-in-law, sibling, child, grandparent, grandchild or member of household.

Emergency leave may be taken in the case of emergencies as defined in the following:

1. The problem must be of a serious nature such that pre-planning is not possible, or where pre-planning could not relieve the necessity for the employee's absence (fire, robbery, natural disaster, etc.)
2. In order to qualify for emergency leave, the employee should notify the immediate supervisor of his/her intended absence as soon as possible.
3. Emergency leave may not be utilized to extend regularly scheduled school vacation periods.

#### **Section 9.1.1.**

Employees who have accrued illness, injury and emergency leave while employed by another public school district in the State of Washington shall be given credit for such accrued illness, injury and emergency leave upon employment by the District. The employee shall provide proof of previous sick leave accumulation.

#### **Section 9.1.2. Sick Leave Cash Out.**

Sick Leave cash out will be granted as provided by state laws and regulations.

#### **Section 9.2. Bereavement Leave.**

Each employee shall be entitled to a maximum of three (3) days leave with pay for absence caused by death in the immediate family. Immediate family includes; spouse, parent, parent-in-law, sibling, step sibling, child, stepchild, grandparent, grandchild, significant other or member of household.

Bereavement leave is noncumulative and shall not be deducted from Illness, Injury and Emergency Leave. One (1) day of bereavement leave will be granted, per year, for other family and non-family.

### **Section 9.3. Personal Leave.**

#### **Section 9.3.1. Personal Leave.**

A total of three (3) annual personal leave days with pay per year will be allowed to each bargaining unit member. Leave may be taken in half day increments (AM or PM). Notification of leave request shall be made to the employee's supervisor or designee at least two (2) days before taking leave, except in an emergency. The employee shall not be required to state the reason for taking such leave, other than he/she is taking leave under this section.

#### **Section 9.3.2. Leave Without Pay.**

If personal leave is exhausted, additional days may be taken with the Superintendent's approval as leave without pay (LWOP) for extraordinary circumstances.

#### **Section 9.3.3. Personal Leave Cash-out.**

The employee may cash in up to two (2) days of any unused Personal Leave at the employee's rate of daily pay, to be paid with the August pay warrant. The applicable paperwork must be completed during the last two (2) weeks of school.

#### **Section 9.3.4. Personal Leave Carryover.**

Unused personal leave days, to a maximum of two (2) days may be carried into the following school year.

### **Section 9.4. Maternity Leave.**

Maternity leave will be deducted from the employee's illness and injury leave. Such leave will be approved upon request, but only for a reasonable length of time as determined by the employee's own physician due to the employee's disability and inability to work. Maternity leave in excess of illness and injury leave will be without pay.

### **Section 9.5. Paternity Leave.**

A male employee, upon request, may be granted up to five (5) days leave, on or about the date of the birth of his child. Such leave may be deducted from accumulated illness, injury leave.

### **Section 9.6. Judicial Leave.**

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. In the event that an employee is a party in a court action, such employee may request a leave of absence.

### **Section 9.7. Leave of Absence.**

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

1 **Section 9.7.1.**

2 Employees hired on a non-continuing basis, to fill positions of employees on leave of absence,  
3 will be hired for a specific time, during which they shall be subject to all provisions of this  
4 Agreement. It shall be the responsibility of the employer to inform replacement employees of  
5 these provisions.  
6

7 **Section 9.7.2.**

8 The employee will retain accrued sick leave and seniority while on leave of absence. However,  
9 sick leave, and seniority shall not accrue while the employee is on leave of absence.  
10

11 **Section 9.8.**

12 All applicable leaves of absence provided for in this Section shall be in full compliance with appropriate  
13 state and federal laws.  
14

15 **Section 9.9. On-The-Job Injury.**

16 Whenever an employee is absent from employment and unable to perform his/her duties as a result of  
17 injuries sustained in the course of employment, the District shall grant the injured employee sick leave  
18 with pay for a period not to exceed the amount of the employee's sick leave account. In the case of any  
19 injury which is covered by the State Workman's Compensation Act, the District will pay to such  
20 employee the available sick leave pay for the period of the absence. Upon receipt of State Labor and  
21 Industries insurance or trust providers payments for the applicable time loss, the employee shall endorse  
22 any and all such time loss payment checks and present them to the District's payroll office. The District  
23 will then reimburse the employee's sick leave account with hours or days equivalent to those which  
24 payment has been allowed by the provider. All other benefits such as retirement, social security, and  
25 salary placement shall be maintained by the District.  
26

27 **Section 9.10. Family Medical Leave Act (FMLA).**

28 The District shall make Family Medical Leave available in accordance with the Family and Medical  
29 Leave Act of 1993.  
30

31 **Section 9.10.1.**

32 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical  
33 Leave under the Washington State Family and Medical Leave and Insurance Act. To be eligible  
34 for this leave, employees must have worked a minimum of 820 hours within the past calendar  
35 year. Commencing January 1, 2019, the District shall pay their portion of the payroll premium  
36 to fund this leave.  
37

38 **Section 9.11. Leave Sharing Program.**

39 The purpose of this program is to permit employees to donate sick leave to a fellow employee who is  
40 suffering from or has a relative or household member suffering from an extraordinary or severe illness,  
41 injury, impairment, or physical or mental condition which has caused or is likely to cause the employee  
42 to take leave without pay or terminate his or her employment. Leave sharing will be granted in  
43 accordance with WAC 392-126-085.  
44  
45  
46  
47

## ARTICLE X

### PROBATION, SENIORITY AND LAYOFF PROCEDURES

#### **Section 10.1.**

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

#### **Section 10.2.**

Each new hire shall remain in a probationary status for a period of not more than ninety (90) working days following the hire date. Forty-five (45) days of time worked as a substitute shall count towards the ninety (90) days.

#### **Section 10.3.**

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

#### **Section 10.4.**

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

1. Resignation;
2. Discharge for justifiable cause;
3. Retirement

#### **Section 10.5.**

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

1. Time lost by reason of industrial accident, industrial illness or judicial leave;
2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
3. Time spent on other authorized leaves; or
4. Time spent in layoff status as hereinafter provided.

#### **Section 10.6.**

Seniority rights shall be effective within the general job classification (as defined in Section 1.3).

#### **Section 10.7.**

The employee with the earliest hire date shall be given first rights regarding assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees its reasons why the senior employee or employees have been bypassed.

#### **Section 10.8.**

The District shall publicize within the bargaining unit for five (5) working days the availability of new or open job positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall be forwarded to the President of the Association. If after five (5) days there are no

1 qualified applicants from within the bargaining unit, then the District may publicize and accept  
2 applications from outside the bargaining unit.

3  
4 **Section 10.9. Layoff.**

5  
6 **Section 10.9.1.**

7 In the event of layoff, employees so affected are to be placed on a reemployment list maintained  
8 by the District according to layoff ranking. Such employees are to have priority over new hires  
9 in filling an opening in the classification held immediately prior to layoff.

10  
11 **Section 10.9.2.**

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

14  
15 **Section 10.9.3.**

16 An employee shall forfeit rights to reemployment as provided in Section 10.9.1 if the employee  
17 does not comply with the requirements of Section 10.9.2, or if the employee does not respond to  
18 the offer of reemployment within fifteen (15) workdays.

19  
20 **Section 10.9.4.**

21 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all  
22 other accrued benefits.

23  
24 **Section 10.9.5.**

25 Except in extraordinary cases, and as otherwise provided in this Article, the District will give  
26 employees two (2) weeks notice of intention to layoff.

27  
28  
29  
30 **ARTICLE XI**

31  
32 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

33  
34 **Section 11.1.**

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

39  
40 **Section 11.2. Reasonable Assurance.**

41 Prior to the end of the school year the District will notify the non-annual employees of its intent to hire  
42 or lay off an employee for the next school year.

## ARTICLE XII

### GRIEVANCE PROCEDURES

#### **Section 12.1.**

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

#### **Section 12.2. Step 1.**

The employee shall first discuss the grievance with his/her immediate supervisor. If the employee wishes, the employee may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) workdays of the occurrence of the grievance shall be invalid and subject to no further processing. The supervisor shall have five (5) workdays to respond.

#### **Section 12.3. Step 2.**

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

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

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration within ten (10) workdays of the immediate supervisor's response in Step one (1) above and shall submit a copy to the official in the Administration Office responsible for personnel. The parties shall have five (5) working days upon receiving the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

#### **Section 12.4. Step 3.**

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

#### **Section 12.5. Step 4.**

If no settlement has been reached within the ten (10) workdays referred to in the preceding subsection, a written statement of the grievance shall be submitted within ten (10) workdays to the District Board of Directors. After such submission, the parties will have thirty (30) calendar days from submission of the written statement of the grievance to resolve it by indicating on the statement of the grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance by notifying the employee five (5) workdays in advance of the meeting. The employee reserves the right to appear

before the Board of Directors to explain the grievance by submitting a request to the Superintendent five (5) workdays in advance of the meeting. Both the District and the employee may present and cross-examine witnesses. At any appearance before the Board of Directors, the employee may be accompanied by Association representatives or designees.

**Section 12.6. Step 5.**

If no settlement has been reached within the thirty (30) days referred to in the preceding subsection the employee may demand arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the interpretation or the application of this agreement shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If mutually agreed, the parties may submit to arbitration under the Expedited Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them.

**Section 12.7.**

The employer shall not discriminate against any individual employee or the Association for taking action under this Article.

**Section 12.8.**

Timelines may be extended by mutual agreement of the parties, in writing.

## ARTICLE XIII

### INSURANCE AND RETIREMENT

**Section 13.1. School Employees Benefit Board (SEBB).**

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

All Benefit Plans for 2018-19 will continue unaffected through December 31, 2019.

**Section 13.2. SEBB Insurance Plans.**

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

**Section 13.3. SEBB Eligibility.**

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

**Section 13.4.**

In determining whether an employee subject to this Agreement is eligible for participation in the Washington Public Employees Retirement System, the District shall report all compensated hours.



1 **Section 13.5.**

2 The District shall provide tort liability coverage for all employees subject to this Agreement, if the  
3 employee is operating in the lawful and good faith performance of their duties.  
4

5 **Section 13.6.**

6 The District shall make required contributions for Industrial Insurance on behalf of all employees subject  
7 to this Agreement.  
8  
9

10  
11 **ARTICLE XIV**

12  
13 **MEMBERSHIP AND CHECKOFF**  
14

15 **Section 14.1. Association Membership.**

16 The parties recognize that each employee has the right to become a member of the Association and the  
17 District will not discriminate, restrain, retaliate coerce or interfere against any employee in that process.  
18 Each employee subject to this agreement may choose to become an Association member in good  
19 standing by paying monthly dues. The Association shall be the custodian of records in terms of  
20 employee Association Membership.  
21

22 **Section 14.2. New Hires.**

23 Annually, and upon the hiring of a new employee, the District shall provide to the local PSE Chapter  
24 President, the name, address, phone number, position, number of hours worked per day, date of hire, and  
25 rate of pay for each employee covered by this agreement.  
26

27 **Section 14.3. Dues Authorizations.**

28 PSE will be the custodian of the records related to dues authorizations. PSE agrees that, as the  
29 custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those  
30 records. The parties further agree PSE will establish the procedure that clearly outlines the membership  
31 process will be provided to the District at the beginning of each school year. The District shall deduct  
32 state PSE dues, assessments, service charges or voluntary political contributions from the pay of any  
33 employee who authorizes such deductions pursuant to RCW 41.56.110. The District shall transmit all  
34 such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948  
35 on a monthly basis.  
36  
37

38 **Section 14.4. Local Dues.**

39 Once during each school year on the employee's initial pay warrant, the District shall deduct local  
40 Chapter dues from the pay of all members of the Association. The amount of said deduction shall be  
41 conveyed to the District by the Chapter President, prior to September 1<sup>st</sup> of each year.  
42

43 **Section 14.5. Hold Harmless.**

44 The union will indemnify, defend, and hold the District harmless against any claims made, and any suit  
45 instituted against the District on account of any check off of Union dues or requirement that employees  
46 pay membership or representation fees to the Union or a charitable organization as a condition of  
47 employment, or voluntary political contribution.



**Section 14.6. Voluntary Political Action Contribution (COPE).**

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

**ARTICLE XV**

**ALCOHOL AND CONTROLLED SUBSTANCE TESTING FOR COMMERCIAL  
DRIVER'S LICENSE EMPLOYEES**

**Section 15.1.**

The District agrees to pay the cost for the following tests:

1. Random Test,
2. Post-Accident Test,
3. Reasonable Suspicion Test, and
4. Split Sample Test due to primary positive test if the split sample test is negative.

The cost of pre-employment tests shall be paid by the employment candidate. This cost shall be reimbursed by the District upon clearance of employability.

Testing will be provided for locally. If the testing site is outside the Harrington School District, the District shall provide reimbursement at the District rate for employee travel, authorized by the Superintendent, to and from District paid tests.

The District shall pay the employee at his/her rate of pay for additional time worked, authorized by the Superintendent, traveling to and from District paid tests, and time taking District paid tests.

**ARTICLE XVI**

**SALARIES AND EMPLOYEE COMPENSATION**

**Section 16.1.**

Employees shall be compensated in accordance with the provisions of this Agreement for all contracted and supplemental run hours. Each employee shall receive an accounting and itemization of all compensation with each paycheck.

**Section 16.2.**

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

**Section 16.3.**

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

**Section 16.4.**

Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement, or in the case of retroactive pay resulting from negotiations pursuant to Section 17.3, on the first regular pay day following agreement on such schedule.

**Section 16.5.**

Annual increments shall be granted to all employees on September 1 of each year during the term of this Agreement; provided, however, that new employees subject to this Agreement must have been hired prior to the last day of February in order to be eligible for an increment during the first year.

**Section 16.6.**

Bus drivers shall be compensated a minimum of four (4) hours per day, except for the after-school sports activity driver who is guaranteed a minimum of two (2) hours when scheduled to drive.

**Section 16.7.**

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at a rate established annually by the Board of Directors.

**Section 16.8. COLA.**

The District shall pass through, to each employee covered by this agreement, the full state percentage of the COLA. This amount shall be applied to each step on Schedule A.

**ARTICLE XVII**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 17.1. Term of Agreement.**

The term of this Agreement shall be September 1, 2019 to August 31, 2022.

**Section 17.2.**

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

**Section 17.3.**

This Agreement may be reopened at any time during its term upon mutual consent of the parties in writing.

**Section 17.4.**

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

**Section 17.5.**

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

**SIGNATURE PAGE**

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

**HARRINGTON CHAPTER**

**HARRINGTON SCHOOL DISTRICT #204**

BY: \_\_\_\_\_  
Joel Cronrath, Chapter President

BY: \_\_\_\_\_  
Wayne Massie, Superintendent

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

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

BY: \_\_\_\_\_  
Mike Hoob, Chapter Secretary/Treasurer

BY: \_\_\_\_\_  
Board President

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

BY: \_\_\_\_\_  
Board Member

BY: \_\_\_\_\_  
Board Member

BY: \_\_\_\_\_  
Board Member

BY: \_\_\_\_\_  
Board Member



**SCHEDULE A**

**HARRINGTON SCHOOL DISTRICT #204**

**CLASSIFIED BUS DRIVERS**

**SEPTEMBER 1, 2019 - AUGUST 31, 2022**

**YEARS OF EXPERIENCE**

	<u>Year</u> <u>1</u>	<u>Year</u> <u>2</u>	<u>Year</u> <u>3</u>	<u>Year</u> <u>4</u>	<u>Year</u> <u>5</u>	<u>Years</u> <u>6 -9</u>	<u>Years</u> <u>10 -14</u>	<u>Years</u> <u>15 -19</u>	<u>Years</u> <u>20 -22</u>	<u>Years</u> <u>23 -25</u>	<u>Years</u> <u>26 -30</u>	<u>Years</u> <u>31 -35</u>
Bus											\$	
Driver	\$16.32	\$16.84	\$17.36	\$17.88	\$18.40	\$18.92	\$19.44	\$19.96	\$20.48	\$20.89	21.31	\$21.74