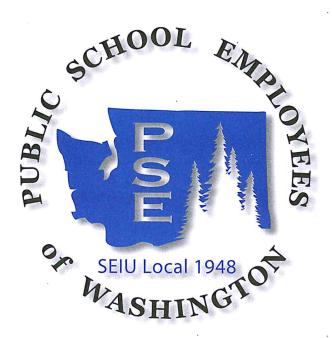
COLLECTIVE BARGAINING AGREEMENT BETWEEN

MONTESANO SCHOOL DISTRICT # 66

AND

PUBLIC SCHOOL EMPLOYEES OF MONTESANO

SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2020



Public School Employees of Washington/SEIU Local 1948
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PREAMBLE

This Agreement is between the Montesano School District No. 66 (the District) and the Public School Employees of Montesano (the Association), an affiliate of Public School Employees of Washington/SEIU Local 1948.

ARTICLE I

RECOGNITION

Section 1.1.

The District recognizes the Association as the exclusive representative for all classified employees in the general job classification of transportation (includes driver, driver trainer, and mechanic), custodian, para-educators (includes technician I Library and/or Computer Lab, and technician II Braillist), food service, and maintenance/grounds.

Section 1.2.

Classified substitutes who work less than 30 days during any school year will not be included in the bargaining unit.

Classified substitutes who have been employed thirty (30) days or more during any school year and continue to be available for work shall be included in the bargaining unit but subject to Schedule A, Wages, only, for all District-assigned time. Beginning the 31st day of substitute employment, the substitute employee will receive the "Union Substitute" rate of pay. If the substitute returns to work the subsequent school year as a substitute, they will remain at the "Union Substitute" rate of pay.

Section 1.3.

Specifically excluded from the bargaining unit are the positions of maintenance supervisor, transportation supervisor, all confidential and supervisory employees, all other employees of the District, and non-bargaining unit substitutes.

Section 1.4.

If a regular employee chooses to substitute in a different classification, he/she will be paid the rate of pay according to the classification of the job/work performed. An employee substituting will be paid the "30-day Union Substitute" rate.

If a regular employee is assigned/required to fill a different position in a different classification, he/she will be paid their current regular wage or if the position pays a higher rate of pay, they will receive the higher position's regular rate of pay.

Section 1.5.

A temporary employee is defined as an employee who may work for the District up to sixty (60) workdays or less in the same special project assignment and who is not receiving District-paid benefits. If the end date for the temporary assignment falls within the last three (3) weeks of the school year, the above sixty (60) day provisions will not apply. Schedule A, new hire probation rate, is the sole provision of this Agreement applicable to temporary employees defined in this

section. Temporary employees hired to fill a temporary position will be laid off, and not subject to 1 recall. 2 3 A temporary assignment that exceeds sixty (60) workdays will be posted and bid as a regular 4 position and will be discussed at the next labor/management meeting. 5 6 7 Section 1.6. Upon written request, the District shall provide current and revised job descriptions to the 8 Association president(s). 9 10 11 ARTICLE II 12 13 MANAGEMENT RIGHTS 14 15 Section 2.1. 16 All rights of management are retained in full by the District except for those rights which are 17 plainly and specifically relinquished in this Agreement. 18 19 Section 2.2. 20 The District agrees to not subcontract work currently performed by members of the bargaining unit 21 pursuant to Article I of the Agreement. The immediately preceding sentence does not limit the 22 District from subcontracting work associated with activities not customarily performed by the 23 bargaining unit such as but not limited to construction of a new school building or other 24 capital/facility improvement projects or contracted services which do not result in a reduction in 25 hours of employment for members of the bargaining unit. 26 27 28 ARTICLE III 29 **EMPLOYEE RIGHTS** 31 32 Section 3.1. 33 Employees have the right to meet and consult with the District administration on matters of personal 34 concern. 35 36 Section 3.2. 37 The Association shall provide and the District shall make available copies of insurance information 38 and copies of this Agreement for newly hired members of the bargaining unit. 39 40 Section 3.3. 41 Employee evaluations shall be completed by the employee's immediate supervisor on or before 42 June 1 of each school year. Management, upon completion of the evaluation, shall interview and 43 counsel the employee and present the evaluation for review, comment and joint signature. 44 Signature shall signify only receipt of the evaluation. The evaluated employee shall be given a 45 copy of the signed evaluation at the conclusion of the interview. The evaluated employee shall 46 have the right to attach his/her comments to the evaluation. Evaluation procedure only is subject 47

to the grievance procedure.

Section 3.3.1.

Bargaining unit employees will not administer evaluations, with the exception of driver-trainers, who may evaluate driving skills only.

Section 3.3.2.

Performance evaluations shall fairly and accurately reflect each employee's actual duty performance.

Section 3.4.

Each employee will follow building rules and regulations on student discipline procedures. Each employee will be given a copy of the student handbook and updates as changes occur.

Section 3.5.

Employees subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors or other representatives of the District as provided in Article XIII, Grievance Procedure. Employees have the right to Association representation at investigatory interviews conducted by the District provided that it is the Association's intent that a request for Association representation will not unreasonably delay investigatory interviews. Furthermore, the District will advise the employee if discipline or discharge could be a result of such investigatory interviews. Employees must request representation for such rights to be effective.

Section 3.6.

Neither the District nor the Association shall unlawfully discriminate against any employee subject to this Agreement on the basis of age, race, color, creed, religion, national origin, gender, sex, sexual orientation including gender identity, marital status, presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability 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 3.7.

There shall be only one (1) official personnel file for each employee. Said files shall be kept in the District administration office. In addition to the one (1) official file for each employee, there shall be a file maintained separately to include medical records, fingerprint background results, and mandatory drug/alcohol screening information as required by state law. Each employee shall have the right upon request, and after making an appointment for that purpose, to review the contents of their District personnel file maintained at the District office. During the review, employees shall be allowed to copy any material therein and shall be permitted to have a written inventory of material there, and, on request, have such inventory signed and dated by a representative of the District office.

An employee may attach comments to any material that is a part of the personnel file provided such written comments are signed and dated by the employee.

A supervisor may maintain a working file. Such file shall only contain information which has occurred during the current school year.

Section 3.8.

Grievances shall be maintained in a separate non-personnel file in the District office.

34 Section 3.9.

Tool replacement, for lost or stolen tools owned by the mechanic, will be replaced by the district provided these are normal tools of the trade and have been registered with the supervisor and with prior approval by the supervisor.

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Section 3.10.

The District will continue to purchase protective gear for all employees. Staff will wear protective gear when reasonably requested by their supervisor.

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ARTICLE IV

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ASSOCIATION PRIVILEGES

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Section 4.1.

The Association has the right and responsibility to represent the interests of all employees in the bargaining unit.

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Section 4.2.

The Association and the District will bargain in good faith.

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Section 4.3.

The Association has the right to a reasonable opportunity to be present at any meeting called by the District for the resolution of an employee's grievance.

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Section 4.4.

Upon request, the District will give the Association the District's current S-277.

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Section 4.5. Bulletin Board.

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Section 4.5.1.

The Association has the right to place a bulletin board in each work area. The size and placement of each bulletin board will require authorization by the superintendent.

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Section 4.5.2.

The Association information, bulletins, etc., posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for this posting. Unsigned notices or bulletins may not be posted. No materials posted will violate the Public Disclosure Commission (PDC) rules and regulations.

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Section 4.5.3.

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

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Section 4.6.

- Visitation rights shall be granted to the designated representative of Public School Employees of 2
- Washington/SEIU Local 1948 to visit with employees in the bargaining unit for the purpose of 3
- representation grievance procedures and/or general information. The visiting delegate shall notify 4
- the school district of his/her arrival. Visits described above shall not interfere with the normal
- operation of the school district.

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Section 4.7. The Association shall have the right to use school facilities for meetings and school equipment, including computers, duplicating equipment, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall have the right to use District mail service, including email and staff mailboxes, for communication. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation and maintenance of all such equipment.

ARTICLE V

CONSULTATION

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Section 5.1.

It is agreed and understood that matters appropriate for negotiations between the District and the Association are hours, wages, grievance procedures and general working conditions in the bargaining unit subject to this Association.

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Section 5.2.

The superintendent and/or designee(s) and Association president and/or designee(s), and the PSE/SEIU 26 Local 1948 Representative will meet at the request of either party to discuss appropriate matters of 27 mutual concern which are not matters of negotiations. The party calling the meeting shall state the 28 nature of such meeting and the subject(s) to be discussed at such meeting, prior to the meeting.

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Section 5.3.

Labor/Management Committee: The District and the Association (PSE/SEIU Local 1948 Field 32 33

Representative), local chapter labor/management committee members shall mutually conduct labor/management meetings.

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ARTICLE VI

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HOURS OF WORK

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Section 6.1.

Time and one-half shall be paid for all hours worked in excess of forty (40) hours per week. Employees called by supervisory personnel for special service shall receive not less than two (2) hours per call at the appropriate rate of pay. Employees called in to work on Sunday shall receive two times (2x) their rate of pay.

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On Saturday trips, bus drivers will be paid time and one-half (1 ½) for all hours worked in excess of eight (8) hours and will be paid time and one-half (1 ½) for all trip hours worked on Sunday.

 The workweek shall begin on Monday 12:00 am and end on Sunday 11:59 pm. The workweek schedule shall not be altered to avoid paying overtime.

Section 6.1.1. Summer Work:

All less than twelve (12)-month regular District employees shall receive their full contractual rights including, but not limited to, their regular hourly wage, sick leave, etc. when performing summer work by classification.

Section 6.1.1.1. Summer Workweek:

All employees, including, but not limited to twelve (12) month employees, may work a four (4) day, ten (10) hour schedule during the summer with the approval of their department/school supervisor. Any holiday which occurs during the 4 x 10 schedule shall be paid as if the regular 8-hour schedule were in effect and overtime shall be based on a 10-hour rather than an 8-hour day.

Section 6.2.

The workweek shall normally consist of five (5) consecutive days followed by two (2) consecutive days of rest. Each employee shall be assigned to a definite and regular shift, when feasible.

Section 6.3.

All shifts of more than four (4) hours' duration shall have a fifteen (15) minute first half and a fifteen (15) minute second half rest period only. An unpaid thirty (30) minute uninterrupted lunch period will be taken during each eight (8) hour shift, approximately between each four (4) hour half. In the event the employee is required to forego his/her lunch period, and the employee works his/her entire shift, including the lunch period, he/she shall be compensated for the foregone lunch period.

Section 6.4. Transportation.

Section 6.4.1.

Drivers will be paid an additional fifteen (15) minutes for each time the bus leaves the bus garage to transport students and/or patrons to perform inspection duties as outlined in the transportation handbook.

Section 6.4.2.

Upon approval of the supervisor, drivers shall be paid their regular hourly wage to wash bus/vehicles.

Section 6.4.3. Definitions.

Regular Route: The transportation of students to and from school (AM/PM route).

<u>Midday Route:</u> The transportation of students to and from school between an AM/PM route.

 Extra Work: This work includes, but is not limited to, transporting busses for maintenance work (if the mechanic is unavailable or requires assistance); or other work not requiring the transportation of students.

Extra Trips: The transportation of students to and from curricular (field trips) and extracurricular events.

<u>Seniority Rotation Boards:</u> A listing of bus drivers in rank order from the most senior to the least senior. There will be four (4) rotation boards:

- 1) Cancellation Board: A listing of bus drivers whose scheduled trip has been cancelled.
- 2) In-District Board: Extra trips wholly within the district.
- 3) Out of District Board: Extra trips wholly outside the district; and
- 4) Extra Work Rotation Board: Any work not involving transportation of students.

Section 6.4.4.

The District shall schedule a mandatory meeting (which may coincide with an in-service, CPR, or First Aid training), for all bus drivers for the purpose of picking routes. Such meeting shall take place after posting, but before the beginning of the school year. Regular routes shall be filled by regular bus drivers on a seniority basis.

Eight (8) workdays prior to the beginning of the school year, the District shall post, and communicate with the drivers, all regular routes, and indicate the route time. Drivers will be responsible for keeping their contact information (address, phone and email) current with the District.

After the initial route pick, any route roster that changes time by plus or minus thirty (30) minutes, for twenty (20) consecutive workdays, shall be considered open, and will be posted and bid by drivers on a seniority basis.

Section 6.4.5. Posting/Picking Trips.

Monthly trip picking will take place the last week of the month for the following month's trips. All trips scheduled will be picked by drivers, in seniority, on continuing rotation rosters called "Seniority Rotation Boards". The day and time of this monthly trip pick will be by mutual agreement of the drivers and the supervisor.

Drivers not able to attend the trip pick meeting may have an alternate driver pick for them. This must be pre-approved by the supervisor prior to the meeting.

On the Thursday preceding the monthly trip picking day, the following month's trips shall be printed and posted on the office bulletin board in the transportation department by 1:00 p.m. If an email address is provided by the driver, the following month's calendar will also be sent to each bus/substitute driver via internet by 1:00 p.m.

At the start of the trip picking meeting, a current calendar for the following month's trips and the trip slips will be presented to the drivers. All trips received by the transportation office, prior to the start of the trip picking meeting, shall be included.

Picking trips will be done using a board rotation process. The first board used shall be the "Cancellation Board". Trips that have been cancelled from the previous month are listed on the board. The driver who possessed the trip, at the time of cancellation, documents the trip information on this board. Drivers on the "Cancellation Board" choose trips first at the monthly trip picking meeting, starting at the top of the list and working down until all cancelled drivers have had a chance to choose a new trip. If all the new trips are chosen before the "Cancellation Board" has been exhausted, the "Cancellation Board" will continue to the following month's trip picking meeting. If all cancelled drivers have had an opportunity to choose a new trip, and there are trips remaining, the process continues with the remaining rotation boards.

<u>NOTE:</u> The "Cancellation Board" ceases after the June trip picking meeting and a new, clear "Cancellation Board" begins when the new contract year starts. The In-District, Out-of-District and Extra Work Seniority Rotation Boards cease at the end of the contract year and begin again, with the most senior driver, at the start of the new contract year.

All extra trips sent to the transportation office after the monthly trip pick meeting date will be posted no later than 1:00 pm each day and will be bid by seniority on the appropriate rotation board. The driver up for the trip will have until the following day, prior to the PM run, to pick or pass the trip, but will have a choice of any trip posted at the time of this PM run. If the driver is not scheduled to work or is on approved leave at the time of the posting, the Transportation Supervisor/Designee will contact the driver for his/her decision.

Drivers who throw back a trip will not be allowed to bid a trip off the late postings or emergency board during the same day as the thrown back trip.

Section 6.4.5.1.

Should a driver turn down an extra trip/extra work, that driver will then be placed back in rotation and the next driver on the list will have the choice of the trip.

Section 6.4.5.2.

If a driver turns down an extra trip/extra work and all remaining drivers pass, the District may assign trip/work to a qualified sub. If no sub is available, the District may assign the trip to a regular driver by reverse seniority (beginning with most recently hired driver).

Section 6.4.5.3.

All drivers, including regular probationary drivers, (excluding all substitutes), will be placed on the extra trip rotation list when the Transportation Supervisor determines that such driver is qualified.

Section 6.4.5.4.

Extra trips to activities in McCleary, Elma, Aberdeen, Hoquiam, Cosmopolis, and Wishkah shall be subject to the following:

A. Such trips may be divided into outbound and inbound portions, as defined by the trip slip.

- B. Compensation for each portion shall be a minimum of three (3) hours at the regular hourly rate for driving and student responsibility, or actual hours, whichever is greater. If the actual work time falls below the three (3) hour minimum the driver will have the option to take the remaining time off and be paid for actual hours worked; or be provided work to perform for the unworked time. Duties assigned will be those customarily performed by driver personnel.
- C. The period between the portions shall not be compensated, except as provided in A above.
- D. In the event the bus is returned to the bus garage at the conclusion of the outbound portion, the driver shall report to the site at a prearranged time as directed by the Transportation Supervisor.
- E. Unless otherwise directed by the Transportation Supervisor, Superintendent, or his/her designee, busses will remain at the designated school location.

Section 6.4.5.5.

If a District bus(es) is used for an extra trip, the driver will be compensated for actual driving time and time required by the District.

On overnight trips, drivers shall be compensated at their regular hourly rate for drive time and standby rate (driver entry rate), or a minimum of eight (8) hours for each full day away from the district. If a trip leaves during a workday, the driver will be paid for actual time on duty. On the day the trip returns to the District, the driver will be paid for actual time worked.

Standby Time: The Driver is required to assume responsibility for the bus, or to be available for notification by the person in charge of the group being transported.

Subject to the guidance of coaches or others leading a trip the driver will be able to leave the bus in order to view the events of the children they transport. Drivers will be able to leave the bus, at their discretion, subject to being available to students and staff who need to access the bus.

Layover Time: The Driver has parked the bus for the day and is free of responsibility for the bus as per notification by the person in charge of the group being transported. Layover time, including but not limited to sleep time, is the Driver's free time and is not compensated.

Overnight trip standby rate = Driver entry rate

Section 6.4.5.6.

Meals and lodging reimbursement for overnight trips will be in accordance with District policy. Regular employees shall be reimbursed for expenses incurred for required DOT physicals, first aid and CPR training, and their "S" endorsement if not otherwise provided by the District or not covered by insurance.

Section 6.4.5.7. Cancelled extra trips that are "Out-of-District" shall be paid a minimum of two (2) hours at the hourly rate when the regular driver's run is missed.

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Section 6.4.5.8.

Extra trips that are wholly "within the District" shall be for a minimum of one-half (1/2) hour compensation, including the duties contained in Section 6.4.1. If the driver can't drive their PM route and that would cause the driver to lose time, the driver will have the option to make-up the time with duties assigned by the Transportation Supervisor or forego the lost time. Duties assigned will be those customarily performed by driver personnel.

Section 6.4.5.9.

For state competitions, the District or booster clubs may charter coach style buses without association approval.

Section 6.4.6.

If a driver is asked by the Transportation Supervisor/Designee to drive a different AM/PM route, and the route is less hours than his/her regular route, the driver will have the option to take the remaining time off and be paid for actual hours worked or be required to perform other driver duties to fulfill the unused portion of his/her regular route. Duties assigned will be those customarily performed by driver personnel.

Section 6.4.7.

A time clock will be used for all bus drivers. A punch in time will be designated for all employees. Each employee is to punch in within one (1) minute prior to the start of his or her shift and to punch out upon completion of his or her assignment. Any employee not punching in within five (5) minutes will be docked for any time missed or added after the shift. However, employees will be allowed to punch in within five (5) minutes before their shift but will not receive compensation for any time before their shift commences.

Section 6.4.8.

Drivers shall have proper state certification and meet all state requirements for a school bus driver. School bus, for this Agreement, means any vehicle having a capacity of eleven (11) or more passengers. In an emergency, the District will use other qualified drivers or substitutes as determined by the District.

Section 6.4.9.

In accordance with the Washington Department of Licensing (DOL) and the Federal Department of Transportation (DOT) rules, any citations received by bus drivers shall be reported within twenty-four (24) hours to the Transportation Supervisor.

Section 6.4.10.

Mandatory drug testing will be conducted in accordance with all applicable laws, rules and regulations. All cost associated with mandatory drug testing shall be paid by the District, including travel time/mileage. Mileage shall be paid only when a district vehicle is unavailable for use.

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Section 6.4.11.

In the event there are fifteen (15) minutes or less between assignments, the base hourly rate shall continue uninterrupted.

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Section 6.5. Paid Training/In-Service.

All District employees are required to attend the annual District staff orientation day as part of their job assignment and participate in Washington State mandated training and district training either through an online program or class participation. Pay for orientation hours and required training hours will be time-sheeted and are not part of the twelve (12) hours of additional training hours provided to less than twelve (12) month employees.

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Less than twelve (12) month classified employees will work the base number of school days established by the legislature plus twelve (12) hours of paid training time, unless noted below. Training hours will be time-sheeted with supervisor's approval. The district will provide pertinent training and information for all classified staff regarding their work with the district.

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Classified employees who work twelve (12) months a year will work a 260-day schedule based on the Gregorian calendar.

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Exceptions: Preschool as needed and custodians who are assigned a 210-day work schedule.

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Section 6.6.

Employees will be compensated consistent with Schedule A for assigned work.

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Section 6.7.

During all events where rent is paid for the use of school facilities a custodian shall be present. When an event is utilizing the kitchen, a food service bargaining unit employee shall be present. Employees will receive their regularly hourly pay, subject to the terms of this Agreement.

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Section 6.8.

All regular employees subbing for another regular employee shall be paid their regular wage.

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Section 6.9. All employees reporting to work shall receive a minimum of two (2) hours pay at base rate, even though the employee is dismissed from regular shift because of school closures; provided that the employee has reported at their regular scheduled start time and provided, however, that an employee shall not receive such compensation when the employee has reasonable notice from the District not to report. The District, at its option, may require two (2) hours work at the time of call.

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ARTICLE VII

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HOLIDAYS AND VACATIONS

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Section 7.1.

All full-time employees shall receive the following paid holidays:

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- Day before New Year's Day
 New Year's Day
- 3. Martin Luther King Day4. Memorial Day
- 5. Veterans' Day
- 6. Independence Day

- 7. Labor Day
- 8. Presidents' Day
- 9. Thanksgiving Day
- 10. Day after Thanksgiving
- 11. Christmas Day
- 12. Day after Christmas Day

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If one of the above holidays falls on a weekend, the employee shall add one (1) day to the annual vacation, unless there is a three (3) day school weekend. The district agrees that days of holiday leave may be altered with supervisor approval.

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Section 7.2.

Upon completion of each year of service with the District, each full-time employee shall be granted paid vacation as follows:

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1 year 5 days paid vacation per year
2 years 7 days paid vacation per year
3-4 years 10 days paid vacation per year
5-7 years
8-10 years 14 days paid vacation per year
11-12 years 16 days paid vacation per year
13-15 years 20 days paid vacation per year
16-19 years 21 days paid vacation per year
20-25 years 22 days paid vacation per year
26-29 years 23 days paid vacation per year
30+ years 25 days paid vacation per year

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Section 7.3.

All less than twelve (12) month employees shall receive the following paid holidays

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1. Labor Day

2. Veterans' Day3. Thanksgiving Day

4. Day after Thanksgiving

5. Christmas Day

6. Day after Christmas

- 7. Day after Christmas
- 8. New Year's Day
- 9. Martin Luther King Day
- 10. Presidents' Day
- 11. Memorial Day

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The district agrees that days of holiday leave may be altered with supervisor approval.

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Section 7.4. Worked Holidays.

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

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Section 7.5.

Should a holiday occur while an employee is on paid vacation, the employee will be paid for that day and it will not be counted as vacation.

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ARTICLE VIII

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LEAVES

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Section 8.1. Sick Leave.

Each employee shall accumulate one (1) day of sick leave per month worked, provided that no employee shall accumulate less than twelve (12) days for each school year of service. Sick leave may be accumulated to the legal limit. Employees will receive pay for sick leave used on the basis of their pay at the time of the illness. The District shall give each employee, upon request, a written annual update of accumulated sick leave. A day shall be defined as the employee's regular scheduled daily shift. Exception: Non-transportation employees: for each classification that has a fluctuating workweek/hours/workdays, sick leave will be averaged each month for sick leave accrual purposes.

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Sick leave is defined to cover:

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A. Illness or injury of the employee or member of household.

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C. Consistent with the Washington Family Care Act (RCW 40.12.265) and notwithstanding any other provision of this agreement, an employee may utilize earned sick leave to care for: a child of the employee with a health condition that requires treatment or supervision; or an immediate family member who has a serious health condition or an emergency condition. "Immediate Family" as defined in Section 8.6 of the agreement.

B. Serious injury or illness of a member of the immediate family not covered in (A) above.

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Section 8.2.

31 32 33 If an employee is absent because of an injury received while on duty and covered by industrial insurance, RCW 51.32.090(6) will apply in the application of sick leave and vacation usage.

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Section 8.3. Sick Leave Attendance Incentive Program.

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Current school board Sick Leave Attendance Incentive Policy shall remain in effect for all employee members of the bargaining unit during the term of this Agreement.

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Section 8.3.1. Sick Leave Cash Out.

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When an eligible employee leaves the District, compensation for accrued but unused sick leave shall be as provided in RCW 28A.400.210 and 1997 c 13 2 9, RCW 41.35.010(30), RCW 41.40.010(34) as now or hereafter amended.

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Section 8.3.1.1. Sick Leave Transfer.

44 45 If you leave the District for another Washington school district, you may transfer your unused sick leave.

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Section 8.3.1.2. Winter Sick Leave Cash Out.

The parties agree to accept the RCW as now or hereafter amended.

Section 8.4. Maternity Leave.

2 Upon application, the District shall grant maternity leave. Such leave shall commence at such time 3 as the employee, and her medical advisor, deem necessary. Employees granted maternity leave 4 may, at their option, be allowed compensation for maternity leave in accordance with Section 8.1 5 above. Before returning to work, the employee must be certified by her physician as ready and

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able to return. 7

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Section 8.5. Judicial Leave.

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named a co-defendant 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 an unpaid leave of absence, or take a paid personal leave day.

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The employee is required to supply the District with official documentation of the specific dates and times of judicial leave.

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Section 8.6. Emergency Leave.

Emergency leave shall be granted in case of illness in the immediate family of the employee, or accident in the immediate family requiring the family to remain together. Emergencies not covered herein above may be granted by the superintendent for matters of personal emergency nature that cannot be done outside school hours. The situation shall be one that is unavoidable and not mere convenience. Emergency leave shall be deducted from the employee's sick leave.

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The term "immediate family" shall be defined as husband, wife, domestic partner, son, daughter, stepson/daughter, foster child, mother, father, sister, brother of either the husband or wife, or grandchildren and grandparents.

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"Emergency leave" shall be administered in the following fashion: one to three (1-3) days by the superintendent; a period exceeding three (3) days by the board of directors.

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Section 8.7. Bereavement Leave.

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Employees will be granted a leave with pay of not more than five (5) workdays per occurrence, when the absence is occasioned by the death of father, mother, child, stepson/daughter, foster child, grandchildren, brother, sister, spouse, domestic partner or dependent relative residing in the household of the employee of the District. Three (3) days paid leave per occurrence, will be allowed for parent of spouse, grandparents, sister or brother-in-law. One (1) day paid leave per occurrence will be allowed for aunt or uncle. It is agreed between the parties that bereavement leave is non-cumulative and is not deducted from accumulated sick leave.

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One (1) day leave deducted from sick leave will be granted to employees on the occasion of the death of other relatives or persons living in the employee's household.

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Under circumstances where the actual memorial or burial service is held at a later date, an employee may request bereavement leave be delayed.

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At an employee's request, a bereavement leave without pay, not to exceed ten (10) workdays, will be granted after the leave with pay has been taken.

Section 8.8. Personal Leave.

 Employees may request up to two (2) days of paid leave for personal or professional business that cannot be transacted during non-work time. The written request for personal leave must be given to the appropriate building supervisor at least twenty-four (24) hours prior to the date the leave is requested. Written request when used for emergencies, depending upon the circumstances, may be submitted upon return to work. Not more than ten percent (10%) of the employees subject to this Agreement will be granted personal leave at the same time unless approved by the supervisor.

Two (2) days of leave in any one year will be cumulative. The employee may bank two (2) days at the end of June, to a maximum of four (4) days. No more than four (4) days may be used in the next school year. A maximum of two (2) days may be cashed out at the employees regular rate of pay during the month of August. At the end of each school year, the District will give each employee a form to notate their choice of banking or cash-out. The employee is responsible for notifying the district as to the employee's choice to cash-out or bank Personal Leave.

Section 8.8.1. Unpaid Leave Days.

Employees may request up to five (5) days of unpaid leave for personal or non-professional business per school year, unless otherwise provided for in the current collective bargaining agreement. Two (2) of those days allowed for reasons of faith or conscience or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

Section 8.9. Leave of Absence.

Leave of absence without pay is available to employees. Employees seeking leave of absence must acquire written recommendation of the immediate supervisor and the superintendent and receive the approval of the board of directors. The employee and the District must agree upon conditions relative to the employee's return before the leave of absence is granted. Leave of absence for other than a medical leave (doctor's statement required) will neither cause loss nor gain of seniority. Conditions of reemployment will be stated in the pre-leave agreement between the employee and the District. Leave of absence will not be granted to take another job.

Paras who are doing student teaching will be allowed a leave of absence for the period of the student teaching assignment with right to reinstatement.

Section 8.10.

An employee who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the bargaining unit member to take leave without pay or terminate his or her employment, is eligible for leave sharing.

Section 8.11.

The District shall allow an employee to use the employee's accrued sick leave to care for a member of the immediate family with a health condition that requires treatment or supervision. The immediate family is defined as husband, wife, domestic partner, son, daughter, mother, father, sister, brother (of either the husband or wife), grandchild or grandparent.

Section 8.12. Leave Sharing.

Leave sharing shall be in accordance with the Washington State Leave Sharing Program as established under Chapter 93, Laws of 1989, and Chapter 23, Laws of 1990, and as set forth in Chapter 41.04 RCW, as now or hereafter amended.

1. The employee must suffer from, or have a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his/her employment.

2. Documentation is required from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature of the condition, the employee's required absence, a description of the medical problem, and expected date of return-to-work status

3. The employee has depleted all of his/her accrued leaves.

Employees may donate leave in accordance with board policy.

Section 8.13. Military Leave.

The District will allow any employee who is "called up to duty" the right to return to a position that is substantially similar to their original position upon their release from service. The employee will retain accrued sick leave, vested vacation, and seniority while on leave of absence. However, no sick leave, vacation or other benefits may be applied or will accrue while the employee is on leave of absence.

Section 8.14. Family Medical Leave Act (FMLA):

Employees who qualify for FMLA in accordance with the legislated provisions, as now or hereafter amended, shall be granted FMLA leave.

Section 8.15. Washington State Family and Medical Leave Act:

Employees who qualify for the Washington State Family and Medical Leave Act in accordance with the legislated provisions of the State of Washington, as now or hereafter amended, shall be granted this type of leave.

ARTICLE IX

SENIORITY

Section 9.1.

New employees will be placed on probation for sixty (60) workdays. During this probationary period, the District may discipline or discharge such employees at its discretion.

Section 9.2.

An employee's seniority will be from date of hire in a general job classification. An employee's seniority will be lost if he/she quits, is discharged, retires, or changes general job classification. An employee on approved leave of absence (without pay) will neither gain nor lose seniority.

Section 9.2.1.

An employee who changes general job classifications within the bargaining unit shall retain their hire date in the previously held general job classification for a period of one (1) year, notwithstanding that he/she has acquired a hire date in the new general job classification.

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Section 9.2.2.

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An employee's seniority shall not be lost for the following reasons.

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A. Time lost by reason of industrial accident, industrial illness or judicial leave;

10 11 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;

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C. Time spent on other authorized leaves; or

13 14 D. Time spent in layoff status as hereinafter provided.

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Section 9.3.

been bypassed.

The employee with the earliest hire date shall have preferential rights regarding shift selection, 16 vacation periods, and special services (including overtime). The employee with the earliest hire date 17 shall have preferential rights regarding promotions, assignment to new or open jobs or positions and 18 layoffs when ability and performance are substantially equal with junior employees. If the District 19 determines that the seniority rights should not govern because a junior employee possesses ability and 20 performance substantially greater than a senior employee(s), the District shall set forth in writing to the 21 employee or employees and the Association president the reasons why the senior employee(s) have

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Section 9.3.1.

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Any existing position that increases or decreases in duration for thirty-one (31) minutes per day for more than 30 consecutive days during the term of this Agreement shall constitute a "new position" and be subject to the provisions of this article.

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Section 9.3.2.

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Assignment of additional work time shall be offered to qualified employees within the classification of that building. Seniority shall be given consideration in making these assignment decisions. When a building has a weekend funeral, there will be a minimum of two (2) hours of weekend custodial time assigned for setup/cleanup.

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Section 9.3.3.

38 39 If the position is not filled within the same general job classification, the District will give bargaining unit members first consideration. If an employee with less seniority or a nonemployee applicant is determined to be more qualified for the position, the District will provide written reasons for the bypass to the more senior employee.

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Section 9.4.

43 44 Layoff and recall will be by seniority except the District may exercise seniority bypass as provided in Section 9.3.

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Except in extraordinary cases, the District will give employees two (2) weeks' notice of intention to layoff.

Section 9.5.

Employees on layoff will remain in a layoff pool for two (2) years. The employee on layoff must provide the District with a current address and phone number. Such employees will have priority over non-employees in filling open or new positions.

Section 9.6.

The District shall publicize within the bargaining unit for five (5) workdays the availability of new or open positions as soon as possible after the District is apprised of the opening. The posting will include a job description, the hours of the job, the location of the job, and the total hours of the assignment. A copy of the job posting will be sent to the Association president.

Section 9.7. Transfer of Previous Experience.

When an employee leaves a school district within the State of Washington and commences employment with the Montesano School District, the employee shall be given longevity credits in accordance with State law (RCW 28A.400.300). Seniority credit shall not be transferred. In the event that this district has a different system for computing longevity related benefits, the employee shall be granted the same longevity related benefits as an employee in this district who has similar occupational status and total years of service. This provision will start September 1, 2008. The District will not award back-pay. Employees are responsible for notifying the District. The District will send out a memo to all employees about notification of this change.

ARTICLE X

DISCIPLINE AND DISCHARGE

Section 10.1.

Employees will not be disciplined or discharged except for just cause.

ARTICLE XI

INSURANCE

Section 11.1.

Employees will be paid for assigned work in accordance with Schedule A and this collective bargaining agreement.

Section 11.2. District Insurance Contribution.

The District will provide the maximum state funded insurance dollar amount to each employee of the bargaining unit prorated on FTE. Such benefit amount shall be for medical, dental, and vision premium costs. The District agrees to automatically implement and update the aforementioned benefit amount funded to and received by the District in accordance with subsequent legislative change. For insurance calculation purposes only, an FTE shall be based and prorated on one (1) FTE equals 1,440 hours worked per year.

Section 11.2.1. Health Care Authority (HCA) Carve-Out.

The District shall pay the full annual carve out amount.

Section 11.3.

Any unused District insurance contribution funds generated pursuant to the preceding section shall be pooled and allotted equally on an FTE basis to employees whose benefit levels do not cover the cost of medical premiums. Pool dollars unused by an employee shall go back into the pool and be redistributed. Pooling rounds shall continue until all pool dollars are used to minimize member out of pocket expenses.

Section 11.4.

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

Section 11.5.

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

ARTICLE XII

DUES

Section 12.1. Checkoff.

The District shall deduct PSE/SEIU Local 1948 state and local dues or service charges or voluntary political contributions from the pay of any employee who authorized such deduction in writing. The District shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.

Section 12.2.

All employees subject to this Agreement who, on the effective date of this Agreement, are members of the Association in good standing shall, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement or pay a service charge equivalent to the current agency fee as determined by the Association not later than December 1 of each instructional year. The service charge shall be collected by the Association in the same manner as monthly dues.

Section 12.3.

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

Section 12.4.

Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a

non-religious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.

Section 12.5. Political Action Committee.

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 PSE/SEIU Local 1948 state office will notify the employee about the right to revoke the request.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.1. Definitions.

Days: employee workdays.

Grievant: an employee or group of employees.

Grievance: an allegation that a section of this Agreement has been misapplied or misinterpreted.

<u>Grievance Statement:</u> a written statement signed by the grievant or PSE/SEIU Local 1948 field representative that includes section(s) of this Agreement allegedly violated, facts supporting the grievance, and remedy sought.

Section 13.2. Procedure.

STEP 1. A grievant must first discuss informally the grievance with his/her immediate supervisor. If no resolution of the grievance occurs, the grievant may file a grievance statement with the immediate supervisor.

STEP 2. A written grievance is valid if filed within twenty (20) workdays of the event on which the grievance is based. The immediate supervisor will respond in writing within ten (10) days of the receipt of the grievance.

STEP 3. Within five (5) workdays of receipt of the supervisor's response, the grievant may appeal the grievance to the superintendent or the superintendent's designee. The superintendent or his/her designee will respond in writing within ten (10) days of receipt of the grievance.

STEP 4. Within five (5) workdays of receipt of the superintendent's or his/her designee's response and the Association believes the grievance to be valid, the Association has the right to request arbitration, which will be final and binding. The parties agree that a list of arbitrators will be requested from the American Arbitration Association.

Section 13.3. 1

- The arbitrator shall have no authority to add to, subtract from, or in any way amend this collective 2
- bargaining agreement. The parties will be bound by the rules of the American Arbitration 3
- Association except as otherwise agreed. 4

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Section 13.4.

All time lines shall be strictly observed. The parties may mutually grant time extensions at any stage of a grievance.

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Section 13.5.

The parties will equally share the cost of the arbitrator. All other costs will be paid by the party incurring the cost.

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ARTICLE XIV

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WAGES

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Section 14.1.

Salaries for employees subject to this Agreement are contained in Schedule A.

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Section 14.2.

Employees working a district directed swing shift or graveyard shift (any eight (8) hour shift scheduled to commence at 4:00 p.m. or thereafter) will receive a twenty-five cent (25¢) per hour bonus. Also, applies to that portion of a district directed shift that begins before 7:00 a.m.

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Section 14.3.

Any employee who changes job positions within the same general job classification shall maintain full longevity for Schedule A step placement purposes.

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Section 14.4.

- Para-educators utilized as certificated substitutes who meet the district's qualifications (current 32
- teaching certificate or emergency substitute certificate) shall be paid the substitute-teaching rate for all 33
- hours worked as a substitute teacher. In addition, para-educators will not suffer any loss in PSE/SEIU 34
 - Local 1948 contractual benefits while performing substitute work.

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Section 14.5.

Employees shall be compensated for all hours worked. The current practice of approved compensatory time shall be maintained.

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Section 14.6.

Drivers will be informed of the special needs of children they transport which could affect the safety of 42 the transportation of those children when appropriate. The district agrees that drivers will be given 43 training if they may work with special needs children. 44

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Section 14.7.

- Paraeducators will be informed of health or behavior issues of the children they work with when 47
- appropriate. 48

Page 21 of 25

Section 14.8.

Longevity steps will take effect at the beginning of the employees year of service provided on Schedule A. For example, an employee hired in October of 2012 will be eligible for their third year step at the beginning of the 2014-15 school year (after September 1, 2014).

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ARTICLE XV

TERM OF AGREEMENT

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Section 15.1.

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The term of this Agreement shall be September 1, 2017 to August 31, 2020.

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Section 15.2.

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This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate insurance benefits and shall be reopened to renegotiate Schedule A for 2019-2020. This Agreement shall be reopened as necessary to consider the impact of any legislation enacted which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

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Effective September 1, 2017, the base Schedule A shall be as attached plus any state flow through percentage.

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Effective September 1, 2018, all wage rates on Schedule A shall be increased by the state funded percentage (expected to be 2.8%), plus an additional 3%.

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ARTICLE XVI

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APPRENTICESHIP

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Section 16. Apprenticeship.

35 36 37 All employees enrolled as apprentices by the Washington Public School Classified Employees Joint Apprenticeship and Training Committee (WPSEJATC) shall be subject to all terms of this Agreement; except that the WPSEJATC shall have jurisdiction to insure that apprentices successfully complete all requirements of the program as approved and registered with the Washington State Apprenticeship and Training Council.

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Section 16.1.

42 43 In the event an apprentice is deemed unsuccessful by the local JATC in completing any or all parts of the approved standards, such apprentice waives contractual recourse through the grievance procedure.

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Section 16.2.

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Participation in the apprenticeship program shall be completely voluntary, and coordinated through the WPSEJATC Washington Joint Apprenticeship Board of Directors. The District is required to pay an annual fee of \$50.00 to the WPSEJATC for each year that they participate in the program.

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2	Section 16.3.
3	Persons employed on the effective date of this Agreement may apply for the apprenticeship program at
4	any time new enrollees are accepted.
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6	Section 16.4.
7	Such employees shall receive partial credit for time worked in the District as determined by the
8	WPSEJATC and Washington State Labor and Industries rules and regulations.
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11	ARTICLE XVII
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13	SAFETY
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15	The District and PSE will jointly form a Safety Committee and adhere to OSHA/WISA. The
16	Safety Committee will mutually schedule dates/times to conduct its business.
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SCHEDULE A Montesano School District

September 1, 2017 to August 31, 2018

CLASSIFICATION	Sub Rate	lst Year	Plus 5 Years	Plus 10 Years	Plus 15 Years	Plus 25 Years
Para-educator Para-Techl (Print Ctr)	\$12.19	\$15.45	\$15.70	\$15.98	\$16.55	\$16.80
Para Tech II (Libr/Comp)	\$12.46	\$15.74	\$16.01	\$16.29	\$16.84	\$17.09
Para Tech III (Braillist)	\$12.85	\$16.12	\$16.38	\$16.66	\$17.24	\$17.49
Cooks	\$12.53	\$15.80	\$16.07	\$16.34	\$16.91	\$17.16
Cashier	\$13.71	\$16.98	\$17.23	\$17.51	\$18.14	\$18.39
Lead Cook	\$13.71	\$16.98	\$17.23	\$17.51	\$18.13	\$18.38
Food Driver	\$11.49	\$14.85	\$15.12	\$15.39	\$15.90	\$16.15
Custodians	\$14.95	\$18.93	\$19.19	\$19.48	\$20.18	\$20.43
Maintenance	\$17.17	\$21.22	\$21.47	\$21.74	\$22.36	\$22.61
Transportation	\$15.41	\$18.59	\$18.85	\$19.12	\$19.83	\$20.08
Asst. Mechanic	\$18.61	\$21.93	\$22.19	\$22.46	\$23.35	\$23.60
Mechanic	\$19.31	\$22.60	\$22.86	\$23.13	\$24.05	\$24.30

Notes:

- A. Para Technician II (to include Library and Computer Lab) Para Technician III (Braillist).
- B. To advance from one step to another, employees must have a hire date prior to February 1 of the prior school year. New hires will be placed at Step I upon being hired and advance to the next step at the beginning of each school year.
- C. After obtaining the Washington State Food Service Association (WSFSA) certification, the per hour rate shall be added as follows: \$0.20.
- D. Overtime will be paid for any time worked beyond forty (40) hours per week at the rate of one and one-half (1½) times the hourly rate.

²It is agreed that the existing paraeducators working as "cashier" under the paraeducator classification may remain as paraeducators until they no longer are employed with the Montesano School District.

In the event that the existing "cashier" paraeducator position becomes available, those positions would then be classified as "cashiers" under the Food Service classification.

The salary for the existing paraeducators working as "cashiers" will receive the rate of pay for cooks at their perspective salary step for the actual assigned "cashier" time they work.

³Existing food service workers selected as a Lead Cook will be placed on their current salary step.

⁴Driver-trainer shall receive additional two dollars (\$2.00) an hour while performing trainer duties to include in-service.

Revised 8/23/2017

After satisfying Section 1.2., substitutes shall receive this rate on the 31st day of employment.

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