

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**SAN JUAN ISLAND SCHOOL DISTRICT #149**

**AND**

**PUBLIC SCHOOL EMPLOYEES OF  
SAN JUAN ISLAND SCHOOL DISTRICT**

SEPTEMBER 1, 2016 - AUGUST 31, 2019



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

P O Box 798

Auburn, Washington 98071-0798

1.866.820.5652

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

This Agreement is made and entered into between San Juan Island School District Number 149 (hereinafter "District") and Public School Employees of San Juan Island School District, an affiliate of Public School Employees of Washington (hereinafter "Association").

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

**A R T I C L E   I**

**RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1.1.**

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.

**Section 1.2.**

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, secretary or supervisory position necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District.

**Section 1.3.**

Position descriptions for all positions within the scope of this Agreement shall be as developed by the District. The District shall provide the employees and the Association with copies of such position descriptions. Additions, changes or deletions affecting hours, wages or working conditions of those position descriptions may, upon request of the Association, be considered by the District and the Association pursuant to Article IV, Section 4.5.

**Section 1.3.1.**

A Job Evaluation Committee consisting of two (2) representatives from the District and two (2) representatives from the Association shall review all newly created positions and those whose workload and responsibilities have changed significantly. Requests for reevaluation of existing positions will be made in writing to the Superintendent and Association President. The Committee shall make a recommendation to the Superintendent for implementation.

**Section 1.4.**

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Secretarial-Clerical, Paraeducators, Transportation, Custodial-Maintenance, Food Service, Program Coordinators, Technology Coordinator and Technology Support Technician. EXCEPTION: Personnel working in the District office.

1 **Section 1.4.1.**

2 Substitute employees who work longer than thirty (30) consecutive days in a general job  
3 classification shall be subject to all terms and conditions of this Collective Bargaining  
4 Agreement except Article IX. Substitute employees in this category shall accumulate one (1)  
5 hour of illness and injury leave for each twenty-one and sixty-seven hundredths (21.67) hours  
6 worked and may utilize these hours for illness and/or injury that prevents them from  
7 performing their assignment. A substitute who qualifies under this section cannot qualify under  
8 Section 1.4.2.

9  
10 **Section 1.4.2.**

11 Substitutes who have been employed one hundred twenty (120) hours or more between  
12 September 1st and August 31st annually and continue to be available for work shall be included  
13 within the bargaining unit but subject only to Section 8.1.1 of the Collective Bargaining  
14 Agreement. The wage of a substitute who qualifies under this section shall be Step 1 of the  
15 appropriate position as enumerated on Schedule A.  
16  
17

18 **ARTICLE II**

19 **RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER**  
20  
21

22  
23 **Section 2.1.**

24 The parties to this Agreement jointly recognize and agree that the Board has the responsibility for  
25 formulation and implementation of policies and rules governing the educational program, services and  
26 operation of the District. No delegation of such responsibility is intended or to be implied by any  
27 provisions of this Agreement.  
28

29 It is recognized that the Board's operational and managerial rights and responsibilities include but are  
30 not limited to: the determination of location of schools, facilities, and equipment of the school system,  
31 the determination of financial policies and procedures, the determination of the management,  
32 supervisory and administrative organization of the school system, the determination of safety, health  
33 and property protection measures where legal responsibility of the District or other governmental unit  
34 is involved, the enforcement of rules and regulations now in effect, the establishment of new rules and  
35 regulations not in conflict with this Agreement, the direction and arrangement of the work force, the  
36 determination of the size of the work force, the allocation and assignment of work, the creation,  
37 combination, modification or elimination of any position, the determination of policies affecting the  
38 selection of employees, the evaluation of employee performance, the right to hire, promote, transfer,  
39 assign, suspend, discharge, demote, or take disciplinary action against employees, the right to relieve  
40 employees from duty for unacceptable work, lack of work or for other legitimate reasons.  
41

42 It is the intention of the District and the Association that all rights, powers, functions, and authority of  
43 management shall remain exclusively vested in the District except insofar as expressly and specifically  
44 limited by the terms of this Agreement or by Washington State statute.  
45  
46  
47  
48



1 An employee may obtain copies of the documents made available under this section. Except to the  
2 extent required by the Public Records Act, no record, file or document pertaining to an employee will  
3 be made available to any unauthorized person for photocopy or inspection.

4  
5 Employees shall have the right to respond in writing to all additions in the personnel file. Such  
6 responses shall be made a part of the file.

7  
8  
9  
10 **ARTICLE IV**

11  
12 **RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION**

13  
14 **Section 4.1.**

15 The District recognizes the Association as the exclusive collective bargaining representative on wages,  
16 hours, and working conditions for all classified employees in the bargaining unit, and the Association  
17 recognizes the responsibility of representing the interests of all such employees without regard to  
18 membership in the Association.

19  
20 **Section 4.2.**

21 The District shall provide each employee with a copy of this Agreement, as provided the District by  
22 the Association.

23  
24 **Section 4.3.**

25 On or before the first day of October of each year during the term of this Agreement, the District shall  
26 provide Public School Employees of Washington with the names of all employees in the bargaining  
27 unit, the number of hours each works, and position on the salary schedule. The District shall provide  
28 Public School Employees of Washington with the names of new employees, hours worked and  
29 position on the salary schedule, throughout the year.

30  
31 **Section 4.4.**

32 Representatives of the Association, defined as any designees of the Association, upon making their  
33 presence known to the District, shall be allowed access to the District premises during business hours  
34 for the purpose of adjusting disputes, investigating grievances, or conferring with members of the  
35 Association, provided that the normal flow of work is not in any way hampered or obstructed.

36  
37 **Section 4.5. Consultation.**

38  
39 **Section 4.5.1.**

40 Upon the request of either party, designees of the District and the Public School Employees of  
41 San Juan Island School District (PSE/SJ) will meet and consult upon policies, programs and  
42 procedures as they relate to hours, wages, grievance procedures and general working conditions  
43 of employees in the bargaining unit subject to this Agreement.

44  
45 **Section 4.5.2.**

46 The PSE/SJ will designate a yearly Conference Committee of three (3) members and two (2)  
47 alternates who will meet with the District or its designee pursuant to Section 4.5.1 above.

1 **Section 4.5.3.**

2 The District will allow sufficient time during mutually agreed appropriate hours for PSE/SJ  
3 representatives to prepare for scheduled meetings between the Conference Committee and the  
4 Superintendent. The District will provide suitable space to conduct such meetings.  
5

6 **Section 4.5.4.**

7 Conference Committee Members will be released from work without loss of pay to attend  
8 meetings with the District. Such employees shall first obtain permission from their immediate  
9 supervisor to leave work. The supervisor's permission in these instances will normally be  
10 granted. The employees will promptly return to work and report their return to their  
11 supervisors.  
12

13 **Section 4.5.5.**

14 Upon the request of either party, minutes of formal meetings between the Conference  
15 Committee and the District will be prepared. The District will arrange for the preparation of  
16 such minutes and a draft will be made available to the PSE/SJ for review prior to final approval  
17 of the minutes. The Conference Committee Chairman and the District designee shall sign three  
18 copies of the approved minutes, one copy will be retained by the District, one by the PSE/SJ,  
19 and one copy mailed to the Public School Employees of Washington office.  
20

21 **Section 4.5.6.**

22 The parties may formalize any mutually acceptable result ensuing from consultation in the form  
23 of a Letter of Agreement subject to formal adoption by the School Board and the Association.  
24

25 **Section 4.6. Association Representation.**

26 **Section 4.6.1.**

27 Association representatives may receive and investigate complaints or grievances of employees  
28 and thereafter advise employees of rights and procedures outlined in this Agreement and  
29 applicable regulations or legislation for resolving the grievances or complaints.  
30  
31

32 **Section 4.6.2.**

33 The Association may not continue to advise the employees on courses of action after the  
34 employee has indicated a desire not to pursue a complaint or grievance.  
35

36 **Section 4.6.3.**

37 An Association representative investigating a grievance or advising an employee pursuant to  
38 Section 4.6.1 above shall, whenever possible, arrange to consult with the employee outside of  
39 working hours. If it is necessary to use working hours, mutually acceptable arrangements shall  
40 be made with the Superintendent. Association representatives will guard against the use of  
41 excess time in the handling of such matters. It is agreed that there shall be no disruption or  
42 slowdown of work during such investigation or consultation.  
43

44 **Section 4.7. No Strike Agreement.**

45 The Association affirms that neither the Association nor any of its agents or members will initiate,  
46 assist, or participate in any strike, work stoppage, work slowdown, picketing, or any other restriction of  
47 work. Employees in the bargaining unit, while acting in the course of their employment, shall not  
48 honor any picket line established by any labor organization. Any employee engaged in violation of

1 this section shall be subject to disciplinary action, including discharge, at the discretion of the District.  
2 In the event of a strike by any other labor organization, the District shall notify each employee required  
3 to report to their normal work station. Employees not so notified shall not be required to report to  
4 work. The District shall make every reasonable effort to maintain order and protect those employees  
5 directed to report to work from unlawful acts committed by any other person at the work site.  
6

7 **Section 4.8. Bulletin Boards.**

8 The District shall provide bulletin board space for the use of the Association. Bulletins posted by the  
9 Association are the responsibility of the Association Officials. Each bulletin shall be signed by the  
10 Association official responsible for its posting. Unsigned notices or bulletins may not be posted.  
11 There shall be no other distribution or posting by employees or the Association of pamphlets,  
12 advertising, political matters, notices of any kind, or literature on District property, other than herein  
13 provided. The responsibility for the prompt removal of notices after they have served their purpose  
14 shall rest with the individual who posted such notices.  
15

16 **Section 4.9. Calendar/Work Day Notification.**

17 The District invites up to two PSE representatives on the District calendar committee, chosen by the  
18 Chapter President.  
19

20 The District will identify for PSE members those days that are paid and not paid by providing an  
21 annual calendar of work for employees.  
22  
23  
24

25 **ARTICLE V**

26 **HOURS OF WORK AND OVERTIME**  
27  
28

29 **Section 5.1.**

30 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)  
31 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an  
32 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive  
33 days of rest; except as provided in Section 5.11 of this Article.  
34

35 **Section 5.2.**

36 Each employee shall be assigned to a definite and regular shift, workweek and work hours, which shall  
37 not be changed without prior notice to the employee of ten (10) working days, except in the cases of  
38 emergency. Such notification shall be in writing. Incidental work schedule changes, commonly  
39 known as "Flex Time", may occur within a work week by mutual agreement of the employee and  
40 his/her supervisor.  
41

42 **Section 5.3.**

43 Shifts shall be established as first, second and third. First shift shall be defined as work beginning  
44 between 5:00 A.M. and 11:59 A.M. Second shift shall be defined as work beginning between  
45 12:00 noon and 9:59 P.M. Third shift shall be defined as work beginning between 10:00 P.M. and  
46 4:59 A.M.  
47  
48



1 **Section 5.3.1. Breaks**

2 Each full shift, which is defined as eight (8) hours, plus a minimum of thirty (30) minutes  
3 uninterrupted unpaid lunch period as near the middle of the shift as practicable and two (2) rest  
4 periods of fifteen (15) minutes each occurring as near the middle of each half shift as is  
5 practicable. All employees will have their breaks built into their schedules by their supervisors  
6 by September 30.

7  
8 **Section 5.3.2.**

9 Rest periods, pursuant to Sections 5.3.1 and 5.4 herein, shall not be utilized as compensatory  
10 early release time technique or in any other manner than as a compensated rest period during  
11 the employee's assigned shift.

12  
13 **Section 5.3.3.**

14 Except in cases of emergency, shift and/or workweek change shall be accomplished on the  
15 "weekend" (during or immediately after those consecutive days of rest).

16  
17 **Section 5.4. Employee Breaks.**

18 In the event an employee is assigned to a shift less than the full work shift previously defined in this  
19 Article, the employee shall be given breaks as follows:

- 20  
21 • One to less than three hours per day: no breaks;  
22 • Three to five hours per day: one fifteen (15) minute break;  
23 • More than five and up to seven hours per day: one fifteen (15) minute break and one thirty (30)  
24 minute uninterrupted unpaid lunch break;  
25 • More than seven hours per day: two fifteen (15) minute breaks and one thirty (30) minute  
26 uninterrupted unpaid lunch break.

27  
28 Unpaid Lunch periods shall be scheduled as near the middle of the shift as is practicable and breaks  
29 shall occur as near the middle of each half shift as is practicable.

30  
31 **Section 5.5.**

32 Employees required to work through their regular lunch periods will be given time to eat at a time  
33 agreed upon by the employee and supervisor. In the event the District requires an employee to forego  
34 a lunch period the employee shall be compensated for the lunch period at overtime rates, provided that  
35 the employee works the entire shift, including the lunch period.

36  
37 **Section 5.6.**

38 An employee requested by the supervisor to work a shift or position on a temporary basis shall receive  
39 the pay rate the employee would receive were the employee regularly assigned to that shift or position  
40 or the employee's former pay rate, whichever is greater.

41  
42 **Section 5.7.**

43 In the event of an unusual school closure, the District will make authorized telephone calls to notify  
44 each employee whose presence at work will not be required. Employees reporting to work shall  
45 receive a minimum of two (2) hours pay at base rate in the event of such a closure; provided, however,  
46 no employee shall be entitled to any such compensation in the event of actual notification by the  
47 District to refrain from coming to work prior to the employee's leaving home for work.

1           **Section 5.7.1.**

2           When the District determines inclement weather conditions exist, and the District attains a  
3           waiver via RCW of such days, the district shall allow the employee an option to use accrued  
4           vacation or sick leave up to the maximum of three days in any calendar year or the use of leave  
5           without pay in lieu of paid leave at the request of the employee.  
6

7           **Section 5.8. Transportation.**

8  
9           **Section 5.8.1.**

10          Shifts shall be established according to regularly assigned scheduled routes and driving times;  
11          provided that all bus drivers shall be paid to work an additional thirty (30) minutes per day for  
12          the purpose of bus cleanup, record keeping, and bus warm-up. If there are thirty (30) minutes  
13          or less between driving assignments, the hourly rate shall continue uninterrupted.  
14

15          **Section 5.8.2.**

16          Drivers will be paid for all District scheduled staff meetings.  
17

18          **Section 5.8.3.**

19          Drivers shall receive a minimum of two (2) hours pay for each special duty call. A special duty  
20          call is defined as any work other than a normal work shift and work day.  
21

22          **Section 5.8.4.**

23          Extra trips are defined as all trips other than those supporting the daily instructional schedule  
24          (regularly assigned scheduled routes). Extra trips will be assigned and compensated in  
25          accordance with Section 5.8.5 through 5.8.8.  
26

27          **Section 5.8.5.**

28          Drivers for extra trips with more than sixteen (16) students shall be first selected from the  
29          members of the Transportation unit expressing a desire to be considered for such runs except as  
30          provided in Section 5.8.9 herein. The District shall equally apportion extra trips among those  
31          drivers. The District may bypass those drivers whose work hours will exceed forty (40) hours  
32          per workweek.  
33

34          **Section 5.8.6.**

35          Extra trips on San Juan Island: Drivers shall be compensated at their regular hourly rate subject  
36          to Sections 5.10, 5.10.1, 5.10.2, 5.10.3 and 5.10.4 for the duration of the extra trip.  
37

38          **Section 5.8.7.**

39          Bus drivers present special overtime problems in an island school district which depends on  
40          scheduled ferry service. The parties agree that hours for driving on off-island trips are exempt  
41          from the eight (8) hours per day provision of Section 5.10.1, and the workweek provisions of  
42          Sections 5.10.2 through 5.10.4 herein.  
43

44                   **Section 5.8.7.1.**

45                  Bus drivers shall be compensated for all "on board" ferry time at the Federal minimum  
46                  wage rate or one-half (½) of their regular hourly rate; whichever is greater.  
47  
48

1 **Section 5.8.8.**

2 Extra trips other than San Juan Island: One day trips shall be compensated at the driver's  
3 regular rate for the duration of the trip. Overnight trips shall be compensated at the driver's  
4 regular rate for all hours of duty. (Duty is defined as all time the bus is the responsibility of the  
5 driver.) An additional six (6) hours, at the current legal minimum wage or one-half (½) the  
6 driver's regular hourly rate, whichever is greater, shall be paid for each overnight trip requiring  
7 overnight accommodations.

8  
9 **Section 5.8.8.1.**

10 On off-island one day trips, the driver's meals shall be paid by the District after a receipt  
11 has been submitted.

12  
13 **Section 5.8.9. Special Utilization of the Nine (9) Passenger Vans.**

14 The District may employ a classified or non-classified employee (teacher/coach/parent) to drive  
15 a nine (9) passenger van subject to the following conditions and qualifications:

- 16  
17 A. The driver shall not be utilized on any trip transporting more than sixteen (16)  
18 passengers.  
19 B. The driver shall meet requirements including a valid Washington State driver's license,  
20 D.O.L. background check, D.O.T. physical, current First Aid Card and other  
21 requirements as identified by the District.  
22

23 **Section 5.8.10**

24 Drug Testing. The parties mutually agree to the following conditions for the mandatory drug  
25 testing of bus drivers.

- 26  
27 A. There shall be no disciplinary action taken against any drivers who come forward  
28 voluntarily requesting treatment, as to whom the District does not otherwise possess just  
29 cause. Following successful completion of an accredited rehabilitation program, the  
30 employee will be subject to random testing for twenty-four (24) months.  
31 B. Drivers cannot be required to undergo testing after the last student day of a school year  
32 and ten (10) days prior to the start of the following school year.  
33 C. All costs involved in any testing and evaluation procedures (including voluntary  
34 split-sample testing) shall be borne by the District.  
35 D. Employees required to undergo testing will be given the opportunity by the District to  
36 review testing policies and procedures prior to the time of testing. This review will  
37 include an explanation of the employee's confidentiality rights.  
38 E. Testing results, including the fact that an employee is tested, shall remain confidential.  
39 Any written materials or information associated with such testing shall be retained in a  
40 secure confidential file, to which only the Superintendent and/or designee and the  
41 employee shall have access.  
42 F. A positive result of a drug or alcohol test shall be considered a just cause for automatic  
43 termination. During any period an employee is off work due to testing or evaluation  
44 requirements or results, prior to the District's final determination of his/her employment  
45 status, the employee shall be placed on a paid leave of absence.  
46 G. Discipline imposed as a result of confirmed positive testing shall be appropriate to the  
47 severity of the confirmed offense.  
48

1 **Section 5.9.**

2 At all times District facilities are used, an appropriate classified employee may be on duty and  
3 compensated at the appropriate rate. The High School food service area may not be used without such  
4 an employee on duty. In the event that any school facility is not returned to a reasonable state of order  
5 and/or cleanliness following a non-school activity, the District shall compensate, in accordance with  
6 this Article, the appropriate employee for all hours of work required to return the facility to a  
7 reasonable state of order and/or cleanliness.

8  
9 **Section 5.10. Overtime.**

10 In the assignment of overtime, the District agrees to provide the employee with as much advance  
11 notice as practicable in the circumstances. Normally, employees designated to work overtime on days  
12 outside their regular workweek will be advised of the possibility no later than twenty-four (24) hours  
13 prior to the end of the last shift before the overtime commences.

14  
15 **Section 5.10.1.**

16 All hours worked in excess of eight (8) hours per day or forty (40) hours per workweek shall be  
17 compensated at the rate of one and one-half (1-1/2) times the employee's base pay. The eight  
18 hour rule will not apply to any employee who is working a four day per week/10 hour per day  
19 work week as defined in 5.11., nor to field trip hours as per Section 15.5.

20  
21 **Section 5.10.2.**

22 All hours worked on the sixth (6th) consecutive workweek day shall be compensated at the rate  
23 of one and one-half (1½) times the employee's base pay.

24  
25 **Section 5.10.3.**

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

28  
29 **Section 5.10.4.**

30 All employees called back on a regular work day, or called in on the sixth (6th) or seventh (7th)  
31 consecutive workweek day, shall receive no less than two (2) hours pay at the appropriate rate.

32  
33 **Section 5.10.5.**

34 Employees called back on a regular work day, or their days of rest, shall receive, in addition to  
35 the compensation specified in Sections 5.10.1 through 5.10.4, the following compensation:

- 36  
37 A. Over eleven (11) hours of duty: twice (x2) the appropriate rate.

38  
39 **Section 5.11. Four (4) Day, Ten (10) Hour Workweek.**

40 The workweek and shift of employees working more than one hundred eighty (180) days may consist  
41 of four (4) consecutive days of ten (10) hours a day, plus a thirty (30) minute uninterrupted unpaid  
42 lunch period as near the middle of the shift as is practicable, and also including a twenty (20) minute  
43 first half and a twenty (20) minute second half rest period, both of which rest periods shall occur as  
44 near the middle of each half shift as is practicable. Such workweek may be established by the  
45 Supervisor during the summer (non-school days) only.

1           **Section 5.11.1.**

2           All hours worked on the fifth (5th) consecutive day by such employees shall be compensated at  
3           the rate of one and one-half (1½) times the employee's base pay. All hours worked on the fifth  
4           (5th) consecutive day in excess of eight (8) hours shall be compensated pursuant to Section  
5           5.10.5 herein.  
6

7           **Section 5.11.2.**

8           All hours worked on the sixth (6th) and/or seventh (7th) consecutive day by such employees  
9           shall be compensated at the rate of twice the employee's base pay. All hours worked on the  
10          sixth (6th) and/or seventh (7th) consecutive day in excess of eight (8) hours shall be  
11          compensated pursuant to Section 5.10.5 herein.  
12

13          **Section 5.12.**

14          Work other than normal workweek assignment shall be considered overtime and awarded with first  
15          consideration to the senior employee(s) on the shift requiring such overtime consistent with  
16          Article VIII, Section 8.6.1.  
17

18          **Section 5.13.**

19          If the Superintendent determines the budget allows, and if the administration or principal determines  
20          that the work performed by an absent employee should be accomplished to avoid substantial disruption  
21          of the school program, the District will make every reasonable effort to secure a substitute employee to  
22          perform the normal work schedule of the absent employee.  
23

24          **Section 5.14.**

25          In the event the District has occasional additional summer work available to less than full-time  
26          employees, the District will offer such work to qualified members of the bargaining unit prior to  
27          assigning such work to non-unit members.  
28

29          **Section 5.15.**

30          Library and Program Coordinators shall be provided with one (1) paid hour per day, free from student  
31          supervision, for planning time.  
32

33          **Section 5.16. Payment For Committee Participation.**

34          Time spent working on District/Building mandated committees outside of the assigned workday will  
35          be compensated at the employee's appropriate hourly rate as follows:

- 36                A. District procedures regarding authorization, documentation and record keeping are to be  
37                followed.
- 38                B. All committees will be paid by no later than August 31 of the school year in which the  
39                employee participated in the committee.

40          **Section 5.17.**

41          If class size in grades K-3 is above a maximum of twenty-eight (28) students or in grades 4-12 above a  
42          maximum of thirty-three (33) students, a plan will be developed to mitigate the situation if the limits  
43          are exceeded for one week.  
44

45          **Section 5.18. Compensatory Time for Full Time Employees (260 days).**

46          Compensatory time, in lieu of overtime pay, will be granted upon prior approval of the immediate  
47          supervisor, for all hours worked beyond forty (40) in any one week. Compensatory time, if granted,  
48          may be accrued to a maximum of five (5) work days. This accrued time must be utilized in the work

1 year in which it is earned at a time which is mutually agreeable to the District and the employee.  
2 Compensatory time shall accrue at a rate of one and one-half (1-1/2) hours for each hour worked. The  
3 annual balance of remaining compensatory time will be paid to the employee on or before August 31st  
4 of each year.

5  
6 **Section 5.18.1. Compensatory Time for Part Time Employees (less and 260 days).**

7 Compensatory time, in lieu of additional regular or overtime pay, will be granted upon prior  
8 approval of the immediate supervisor, for all hours worked beyond the employee's regular  
9 daily schedule. Compensatory time, if granted, may be accrued to a maximum of the  
10 equivalent of three (3) regular work days. This accrued time must be utilized in the work year  
11 in which it is earned at a time which is mutually agreeable to the District and the employee.  
12 Compensatory time shall accrue at the employee's regular rate, or at the overtime rate as per  
13 Section 5.17. as appropriate. The annual balance of remaining compensatory time will be paid  
14 to the employee on or before August 31st of each year.

15  
16  
17  
18 **ARTICLE VI**

19  
20 **HOLIDAYS AND VACATIONS**

21  
22 **Section 6.1. Holidays.**

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

- 24  
25
- |                               |                                |
|-------------------------------|--------------------------------|
| 1. New Year's Day             | 8. Labor Day                   |
| 2. Martin Luther King Day     | 9. Thanksgiving Day            |
| 3. Day before New Year's Day  | 10. Day after Thanksgiving Day |
| 4. Presidents' Day            | 11. Day before Christmas       |
| 5. Last day of Spring Holiday | 12. Christmas Day              |
| 6. Memorial Day               | 13. Veterans' Day              |
| 7. Independence Day           |                                |
- 26  
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32

33 Labor Day shall be included for school year employees.

34  
35 **Section 6.1.1. Unworked Holidays.**

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

44  
45 **Section 6.1.2. Worked Holidays.**

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

1           **Section 6.1.3. Holidays During Vacation.**

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

4  
5           **Section 6.2. Vacations.**

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

9  
10           **Section 6.2.1.**

11           All full-time employees shall earn vacation credit according to the following schedule:

- 12  
13           A. An employee with less than three (3) years of service shall earn eighty (80) hours per  
14           year.  
15           B. An employee with three (3) years of service will earn an additional forty (40) hours of  
16           vacation.  
17           C. An employee with four (4) years or more of service will earn an additional eight (8)  
18           hours of vacation for each year of service to a maximum of two hundred (200) hours of  
19           vacation per year.

20  
21           **Section 6.2.2.**

22           All less than full-time employees shall earn vacation credits according to the following:

- 23  
24           A. An employee with less than three (3) years of service shall earn eight (8) vacation days  
25           per year.  
26           B. An employee with three (3) years or more of service will earn one (1) additional day per  
27           year to a maximum of twenty (20) days per year.  
28           C. In computing vacation credit hours, each day shall equal one (1) regular shift based  
29           upon the employee's FTE for the year.

30  
31           **Section 6.2.3. Definitions.**

32           Full-time employees shall be those employees assigned a normal work shift, as specified in  
33           Article V, Sections 5.1 or 5.11 for twelve (12) months --- all other employees shall be  
34           considered less than full-time employees.

35  
36           **Section 6.3. Use Of Vacation Credit.**

37           Vacation credit will not be available for utilization until completion of the period specified in  
38           Section 6.2 or the end of the school year, defined by the District school calendar as the last day of  
39           school, whichever date is appropriate to the employee's work year. Employees must complete their  
40           first year of employment in order to utilize their vacation credit. Employees shall receive incremental  
41           vacation credits as applied in Section 6.2 effective September 1st in order to recognize their actual  
42           years of work experience in the District and/or in Washington State public schools. Employees hired  
43           on or before February 29 will receive one year work experience for the following school year.

44  
45           **Section 6.3.1.**

46           Full-time employees shall request, not later than March 1 of each year, in writing to the  
47           supervisor, their desired schedule for utilization of vacation credit. The District shall develop a

1 vacation schedule in consonance with this section and Section 8.6 herein. No employee shall  
2 be denied accrued vacation benefits due to District employment needs.

3  
4 Vacations shall be scheduled during the summer quarter (June through August) for the first one  
5 hundred twenty (120) hours of entitlement as specified in Section 6.2.1. Employees entitled to  
6 more than eighty hours shall be allowed to schedule those vacation hours in excess of eighty  
7 (80) at any time during the calendar year subject to District work requirements, and further  
8 subject to the limitation that no more than sixteen (16) hours shall be scheduled during  
9 regularly scheduled school days.

10  
11 On August 31st of each year, employees who have earned more than twenty (20) days annual  
12 vacation leave may elect to cash-out vacation days. Eligible employees may cash out vacation  
13 days earned in excess of twenty (20) days up to a maximum of five (5) days. Employees may  
14 not carry over accrued vacation from year to year.

15  
16 **Section 6.3.2.**

17 Employees who are discharged or who terminate shall, subject to Section 6.3., receive payment  
18 for unused accrued vacation credit with their final pay check.

19  
20 **Section 6.3.3.**

21 In computing the total vacation credit for any period of service, part of an hour will be  
22 disregarded if less than one-half (½) hour; otherwise, it will be counted as a full hour.

23  
24 **Section 6.3.4.**

25 All regular shift hours worked will be counted in the computation of vacation credit. For every  
26 regular workday from which an employee is absent due to a holiday, or compensated leave, the  
27 hours of the employee's normal work shift shall be credited as if worked.

28  
29 **Section 6.3.5.**

30 Time on layoff and time on authorized leave of absence will be counted as continuous service  
31 for the purpose of establishing and retaining hiring and seniority dates.

32  
33 **Section 6.3.6 – Vacation Credit for Out-of-District Experience.**

34 If an employee of another public school district within the State of Washington secures  
35 employment with the San Juan Island School District, surpassing the ninety (90) day evaluation  
36 period, continuing employment for no less than one year, and becomes a bona fide member of  
37 the San Juan Island School District Public Service Employees Association, that employee shall  
38 for purposes of vacation credit and salary schedule placement only (section 6.2.1 or 6.2.2 –  
39 whichever applies, and Section 15.2/Schedule A) be granted experience equivalent to time  
40 earned in a similar job classification in another public school district in the State of  
41 Washington. Documentation for granting of experience shall be job classification verification  
42 from the former school district.

43  
44 Application of section 6.3.6 shall not have an ability to increase experience for seniority  
45 purposes (section 8.1).



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**ARTICLE VII**

**LEAVES**

**Section 7.1. Illness, Injury And Emergency Leave.**

Employees will receive twelve (12) days annual leave for illness, injury and emergency leave. Employees working less than full time shall accrue sick leave on a pro rata basis. Maximum sick leave accumulation and cash out will be in conformance with applicable statutes. The District shall project the number of annual hours of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. If employment with the District terminates and the employee has used more sick leave than earned, the District will be entitled to payment from the employee in an amount equal to the unearned sick leave used by the employee. Sick leave benefits shall be paid on the basis of the hourly rate applicable to the employee's normal daily work shifts; provided, however, that should an employee's normal work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

**Section 7.1.1. Illness And Injury Leave.**

**Section 7.1.1.1.**

Illness and injury leave may be allowed for absence caused by personal or family illness or injury. Dental emergencies will be considered personal illness. Medical-Dental appointments with doctors on or off island shall be considered appropriate use of illness, injury and emergency leave. The Superintendent may require a doctor's certificate for verification.

**Section 7.1.1.2.**

An employee returning from any major illness or injury, whether or not sick leave benefits have been paid, may be required to submit to a medical examination or other medical evaluation at the expense of the District in order to establish medical fitness for the duties of the position.

**Section 7.1.2. Emergency Leave.**

**Section 7.1.2.1.**

Emergency leave shall be granted according to the following conditions.

- A. The problem must have been suddenly precipitated or must be of such a nature that preplanning could not relieve the necessity for the absence.
- B. The problem must be one of major importance and not a mere convenience.

**Section 7.1.2.2.**

Emergency Leave requests shall be made on forms available in each school office and addressed to the Superintendent of Schools. The request shall disclose the general purpose for the leave in sufficient terms to establish compliance with the conditions noted in Section 7.1.2.1. A completed request shall be submitted to the Superintendent as soon as

1 possible after the employee discovers the need for the leave. The Superintendent shall  
2 notify the employee of the determination within five (5) days of receipt of the application.  
3

4 **Section 7.1.3.**

5 In the event an employee is absent for reasons covered by Industrial Insurance, the District  
6 shall pay the employee an amount equal to the difference between the amount paid the  
7 employee by the Department of Labor and Industries and the amount the employee would  
8 normally receive in sick leave benefits. A deduction shall be made from the employee's  
9 accumulated sick leave in accordance with the amount paid to the employee by the District.  
10

11 **Section 7.1.4.**

12 Employees who have accrued sick leave while employed by another public school district in  
13 the State of Washington shall be given credit for such accrued sick leave upon employment by  
14 the District.  
15

16 **Section 7.1.5. Sick Leave Attendance Incentive Program.**

17 In January of the year following any year in which a minimum of sixty (60) days of leave for  
18 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an  
19 option to receive remuneration for unused leave for illness and injury accumulated in the  
20 previous year at a rate equal to one (1) day monetary compensation of the employee for each  
21 four (4) full days of accrued leave for illness and injury in excess of sixty (60) days. Leave for  
22 illness or injury for which compensation has been received shall be deducted from accrued  
23 leave for illness or injury at the rate of four (4) days for every one (1) day monetary  
24 compensation.  
25

26 **Section 7.1.6. Leave Sharing.**

27 Employees may donate annual leave or sick leave to a fellow employee who is suffering from  
28 or has a relative or household member suffering from an extraordinary or severe illness, injury,  
29 impairment, or physical or mental condition which has caused or is likely to cause the  
30 employee to take leave without pay or terminate employment. Any such donation of annual or  
31 sick leave shall be subject to the terms and limitations of law.  
32

33 **Section 7.1.7. Conversion of Illness, Injury and Emergency Leave Upon Retirement or**  
34 **Death.**

35 An eligible employee who retires, dies, or otherwise separates from District employment may  
36 elect to convert accumulated unused Illness, Injury and Emergency Leave days to monetary  
37 compensation at the rate of 25% of the employee's fulltime daily rate of compensation at the  
38 time of termination of employment for each full day of such eligible leave. Eligible employees  
39 include those who separate from employment and are at least fifty-five years old with at least  
40 ten years of service under Plan 2 and those who separate from employment and are at least  
41 fifty-five years old with at least fifteen years of service under Plan 3. All such conversion shall  
42 be subject to the terms and limitations of law.  
43

44 **Section 7.2. Leave For Bereavement.**

45 Each employee shall be entitled to a maximum of five (5) days leave per incident with pay, for absence  
46 caused by death to an employee's child, spouse, partner, parent, step-parent, grandparent, grandchild,  
47 sibling, parent-in-law, or other District approved person. Such bereavement leave shall not be  
48 deducted from sick leave. Bereavement leave is non-cumulative. Prior notification of absence shall be

1 given to the District. The District reserves the right to require acceptable verification for the death and  
2 the time required for the leave. The Superintendent may grant additional days leave with pay out of  
3 employee's accrued sick leave to employees who may experience extenuating circumstances under this  
4 provision.

5  
6 **Section 7.2.1. Family Leave.**

7 In addition to any other leaves provided for elsewhere in this Agreement, upon the birth of a  
8 child, the placement of a child with an employee for adoption or foster care, or for a serious  
9 health condition of an employee or an employee's spouse, child or parent, each employee who  
10 has been employed at least twelve (12) months and worked at least 850 hours during the previous  
11 twelve (12) months is entitled to a maximum of twelve (12) weeks unpaid leave; provided,  
12 however, that employees may substitute accrued vacation or other personal leave for leaves  
13 related to birth/adoption/foster care of a child, and may use accrued sick leave to care for  
14 themselves or sick family members as defined above. The employee must provide the employer  
15 with at least thirty (30) days written notice for foreseeable leave for birth, adoption, and planned  
16 medical treatment. During the leave, the employer will continue to pay the same portion of  
17 insurance premiums as when the employee was working. Upon return from such leave, the  
18 employer will place the employee in his or her previous position, or one with equivalent pay and  
19 benefits.

20  
21 **Section 7.3. Maternity Leave.**

22 The District shall allow leave of absence without pay to an employee for purposes of maternity. The  
23 employee shall have the option of utilizing Section 7.1 (sick leave) herein, for the time she is sick or  
24 temporarily disabled because of pregnancy or childbirth. Employees granted maternity leave must  
25 return to work not later than one (1) year following the granting of maternity leave providing that  
26 medical evidence from the physician may be used to extend such leave until the employee is certified  
27 physically able to return. Before returning to work, the employee must be certified by her physician as  
28 ready and able to return.

29  
30 **Section 7.4. Parental Leave.**

31 An employee, upon request, may be granted up to three (3) days leave, on or about the date of the birth  
32 or adoption of a child (children). Such leave shall be deducted from that pursuant to Sections 7.2 and  
33 7.3 herein.

34  
35 **Section 7.5. Judicial Leave.**

36 In the event an employee is summoned to serve as a juror, or appear as a witness in court for the  
37 District, or is named as a co-defendant with the District, such employee shall receive a normal days  
38 pay for each day of required presence in court; provided, however, that any compensation received for  
39 such service shall be paid to the District. Such repayment shall not exceed the employee's normal daily  
40 pay less bona fide expenses.

41  
42 **Section 7.6. Personal Leave.**

43 Employees shall be eligible for two (2) days of compensated personal leave each school year. By June  
44 30th of each year, employees with unused personal leave may elect to either:

- 45 A. Receive compensation for a maximum of two (2) personal days on their August checks, or
- 46 B. Roll a maximum of two (2) personal days forward to the next contract year (also, the default  
47 option for employees who do not select an option by June 30th).

1 Compensation for unused personal leave shall be at the rate of one-half (1/2) the employee's daily rate  
2 of pay. Employees may accrue and use a maximum of five (5) personal leave days in any contract  
3 year.

4  
5 **Section 7.6.1.**

6 Employees shall submit in advance, a written request for personal leave to the supervisor for  
7 approval. The employee determines what constitutes personal business. No more than two (2)  
8 days can be used to extend vacation periods.

9  
10 **Section 7.6.2. Three One-Half (1/2) Day Personal Days (Limited Use Only).**

11 Three one-half (1/2) personal days are available to each staff member in the unit, prorated on the  
12 employee's typical hours per day (ex: 6.50 daily hours would be 3.25 personal hours  
13 available); one-half (1/2) day is to be utilized for the Wednesday before Thanksgiving, one-half  
14 day (1/2) is to be utilized for the work day preceding Memorial Day. An additional one-half  
15 (1/2) day on the last day of school will be provided to the paraeducators. All other PSE  
16 members shall utilize said additional half day during their working days with their supervisor's  
17 approval. If employees' normal work assignment/schedule does not permit use on those  
18 specific days, the employee must arrange alternate half days with their supervisor.

19  
20 The three one-half (1/2) day personal days are non-cumulative nor available for cash-out and  
21 must be utilized in the school year earned.

22  
23 **Section 7.7. Leave Of Absence.**

24  
25 **Section 7.7.1. Leave Without Pay/Unpaid Leave.**

26 Upon recommendation of the immediate supervisor and the Superintendent, and upon approval  
27 of the Board of Directors, an employee may be granted a leave of absence for a period not to  
28 exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1)  
29 additional year may be granted.

30 Unpaid leaves of absence may be granted for the following reasons:

- 31 1. Study or research as demonstrated by a transcript or educational plan;
- 32 2. Health or medical reasons, including but not limited to, Maternity/Paternity/Adoption  
33 leave as referenced in Section 7.2.1. through 7.4.
- 34 3. Special situations, including a leave extension up to an additional year, as recommended  
35 by the Superintendent in consultation with the immediate supervisor and Association  
36 leadership.

37  
38  
39 **Section 7.7.2.**

40 The returning employee will be assigned to the position occupied before the leave of absence if  
41 the position exists. In the event the position does not exist, the returning employee will be  
42 placed commensurate with ability and experience. Employees hired to fill positions created  
43 due to leaves of absence shall be informed of the return rights of employees on leave of  
44 absence and the provisions of Article VIII and shall be subject to all terms and conditions of  
45 this Agreement while employed in the leave of absence position, provided, however, that such  
46 leave replacement employees are subject to termination of their employment upon the  
47 employee on leave's return.



1 (average of four (4) hours per day) worked and may be utilized for jobs posted under Section  
2 8.8. Once an employee has qualified under this provision, the employee does not have to re-  
3 qualify in succeeding years. If a substitute is hired as a regular employee, all "seniority days"  
4 of work accumulated as a substitute shall be used to determine an employee's hire date. In  
5 other words, if a substitute was hired as a regular employee and that employee had worked one  
6 hundred (100) hours (25 substitute seniority days) after the first one hundred and twenty (120)  
7 hours, that employee's hire date would be 25 working days before the employee was hired as a  
8 regular employee.

9  
10 **Section 8.2.**

11 Each new hire shall remain in a probationary status for a period of not more than ninety (90) working  
12 days following the hire date. During this probationary period the District may discharge such  
13 employee at its discretion; such discharge shall not be subject to Article IX and XII. Upon completion  
14 of the probationary period, the employee will be subject to all rights and duties contained in this  
15 Agreement retroactive to the hire date. All probationary employees shall be evaluated within the first  
16 90 working days of employment using the evaluation forms found in the bargaining agreement.

17  
18 **Section 8.3.**

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

- 20  
21 A. Resignation;  
22 B. Discharge for justifiable cause;  
23 C. Retirement; or  
24 D. Change in job classification within the bargaining unit, as hereinafter provided.

25  
26 **Section 8.4. Seniority Rights.**

27 Seniority rights shall not be lost for the following reasons, without limitation, and shall have no  
28 bearing on the application of Section 15.9:

- 29  
30 A. Time lost by reason of industrial accident, industrial illness as a result of employment by the  
31 District;  
32 B. Time on leave of absence for the purpose of serving in the Armed Forces of the United States;  
33 C. Time spent on other authorized leaves as referenced in Section 7.7.4.; or  
34 D. Time spent in layoff status as hereinafter provided.

35  
36 **Section 8.5.**

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

39  
40 **Section 8.6. Application Of Seniority.**

41  
42 **Section 8.6.1.**

43 The employee with the earliest hire date shall have first rights regarding shift selection,  
44 vacation periods and overtime within the building.

1           **Section 8.6.2.**

2           The employee with the earliest hire date shall have preferential rights regarding promotions,  
3           assignment to new or open jobs or positions, hours of work within positions, and layoffs when  
4           ability and performance are substantially equal with junior employees. If the District  
5           determines that seniority rights should not govern because a junior employee, or prospective  
6           employee, possesses ability and performance substantially greater than a senior employee or  
7           senior employees, the District shall set forth in writing to the affected employees its reasons  
8           why the senior employee or employees have been bypassed.

9  
10           **Section 8.6.3.**

11           Employees reassigned pursuant to Section 8.6.2 shall receive a special performance evaluation  
12           within sixty (60) days of reassignment. Employees evaluated as unsatisfactory during this  
13           sixty-day period shall be reassigned to their previously held position.

14  
15           **Section 8.7.**

16           Employees who voluntarily change job classifications within the bargaining unit shall retain their  
17           seniority rights in the previous classification for a period of one (1) year, notwithstanding that they  
18           have acquired a new seniority date and a new classification. If classifications are reduced or  
19           eliminated by the District, employees shall retain their seniority rights in their previous classification  
20           for a period of two (2) years.

21  
22           **Section 8.8.**

23           The District shall publicize within the bargaining unit for five (5) working days the availability of open  
24           positions as soon as possible after the District is apprised of the opening. The posting shall include the  
25           location of the position, an anticipated daily beginning and ending time, and current wage range for the  
26           position. A copy of the job posting and the current District Position Description shall be forwarded  
27           electronically to each member of the bargaining unit. Qualification for available open positions shall  
28           be in consonance with the District Position Description.

29  
30           **Section 8.8.1.**

31           Employees desirous of consideration pursuant to Sections 8.6.2 shall notify the Superintendent  
32           in writing within the period specified in Section 8.8. The immediate supervisor shall be  
33           provided a copy of the written request by the employee.

34  
35           **Section 8.9.**

36           In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
37           District according to layoff ranking. Names shall remain on the reemployment list for two (2) years. In  
38           the event individuals with priority rights described herein are not in sufficient numbers to meet the  
39           District's employment needs as reflected in open positions, the District shall next offer the open  
40           position(s) to all qualified individuals on the reemployment list in order of hire date. Employees in  
41           layoff status within a classification may apply to open positions in accordance with the language in  
42           8.6.2.

43  
44           **Section 8.10.**

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

1 **Section 8.11. Rights to Re-Employment.**

2 An employee shall forfeit rights to reemployment as provided in Section 8.9 if the employee does not  
3 comply with the requirements of Section 8.10, or if the employee does not respond to the offer of  
4 reemployment within five (5) business days.

5  
6 **Section 8.12.**

7 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other  
8 accrued benefits; provided, that such employee is offered a position substantially equal to that held  
9 prior to layoff.

10  
11  
12 **ARTICLE IX**

13 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

14  
15  
16  
17 **Section 9.1.**

18 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue  
19 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.

20  
21 **Section 9.2.**

22 Except in extraordinary cases, and as otherwise provided in this Article, the District will give  
23 employees two (2) weeks' notice of intention to discharge or layoff.

24  
25 **Section 9.3.**

26 Should the District decide to discharge, reduce or lay off an employee, the employee shall be notified  
27 in writing, whenever possible, prior to the end of the school year.

28  
29 **Section 9.3.1.**

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

32  
33  
34  
35 **ARTICLE X**

36 **INSURANCE AND RETIREMENT**

37  
38  
39 **Section 10.1. District Insurance Contribution.**

40  
41 **Section 10.1.1. Insurance and Retirement**

42 Regular employees, .5 FTE or greater, enrolled in mutually approved insurance plan or plans  
43 shall receive a prorated District benefit contribution, based upon the employee's FTE status of  
44 the sum equal to the amount funded by the State for insurance purposes, per month for twelve  
45 (12) months. For insurance calculation purposes, 1 FTE = 1,440 hours of compensation per  
46 year. No employee can have an FTE greater than 1.0. The District will pay the Health Care  
47 Authority "Carve Out" at the full amount. Benefit FTE will not be revised for employees  
48 taking time without pay during the afternoon on early dismissal and conference days or



1 furlough hours. Benefit FTE will be revised for employees taking more than ten (10) days  
2 without pay during the school year unless they are on FMLA status.

3  
4 **Section 10.1.2.**

5 The District shall pay for the .5 FTE or greater employees the maximum premium amount  
6 specified in Section 10.1.1 for mutually approved basic insurance programs which shall  
7 include: medical, dental and vision insurance coverage. The Dental Plan shall be mandatory  
8 for all employees within the bargaining unit. Optional programs may include: VEBA I,  
9 Cancer Insurance, Accident Insurance, Salary Insurance, or Supplemental Group Life  
10 Insurance.

11  
12 **Section 10.1.2.1.**

13 The District shall provide long-term disability insurance to all employees .5 FTE or  
14 greater. Regular employees employed less than .5 FTE shall be provided dental  
15 insurance in full.

16  
17 **Section 10.1.2.2.**

18 Employees that are married to other employees may, with the consent of such  
19 employees and the superintendent, enter into arrangements which reduce out of pocket  
20 costs for health, vision and dental insurance coverage.

21  
22 **Section 10.1.3.**

23 These insurance plans have been mutually agreed upon by the District and the Association.  
24 The Association agrees to indemnify and hold the District harmless from all claims against it  
25 for or on account of any problems arising from payment of insurance premiums or from  
26 specific provisions of any insurance carrier's policies or changes therein.

27  
28 **Section 10.1.4.**

29 All hours worked by bus drivers beyond the regularly assigned shift shall be included in the  
30 calculation of FTE benefits, the school year following the year period these hours are worked.

31  
32 **Section 10.2.**

33 The District shall provide tort liability coverage for all employees acting within the scope of their  
34 employment.

35  
36 **Section 10.2.1.**

37 If in the course of duty an employee may have been exposed to a life debilitating or life  
38 threatening toxic substance or disease (such as, but not limited to TB, AIDS, Hepatitis B), the  
39 District will:

- 40 A. provide a procedure for reporting possible exposure;  
41 B. provide for adequate testing if the procedure is not covered by District medical insurance;  
42 C. provide for appropriate inoculation;  
43 D. provide necessary equipment to maintain personal safety.

44  
45 **Section 10.3.**

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

1 **Section 10.4.**

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

5  
6 **Section 10.6.**

7 All employees subject to this Agreement shall be entitled to participate in tax shelter annuity plans and  
8 a District sponsored Section 125 Plan of the Federal Income Tax Code. On receipt of written  
9 authorization by an employee, the District shall make the requisite withholding adjustments and  
10 deductions from the employee's salary.

11  
12 **Section 10.7. VEBA III.**

13 The parties mutually agree that VEBA III shall be available to members of the bargaining unit. The  
14 Association will notify the District by November 1st of each year as to whether or not the group wishes  
15 to participate in VEBA III.

16  
17 **Section 10.8. Insurance Pooling**

18 Any portion of the employee's insurance allocations remaining after subtracting the cost of mandatory  
19 and medical insurance premiums will be pooled and distributed monthly for the sole benefit of other  
20 employees with out-of-pocket medical insurance premium costs. In September of each year, this  
21 monthly pool amount will be calculated and then recalculated in October and March (for subsequent  
22 distribution adjustments). Each employee subject to this agreement with allowable out-of-pocket costs  
23 will be credited with an equal dollar amount of the pool, per FTE, up to the total cost of the employee's  
24 out-of-pocket costs for the premiums, or until the pool is exhausted, whichever comes first (commonly  
25 referred as "pooling by rounds"). Upon request, the District shall provide a report to the Union  
26 identifying the amount of the pool, and the amounts distributed to employees.

27  
28  
29  
30 **ARTICLE XI**

31  
32 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

33  
34 **Section 11.1.**

35 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member  
36 of the Association in good standing shall, as a condition of employment, maintain membership in the  
37 Association in good standing during the term of this Agreement.

38  
39 **Section 11.2.**

40 All employees subject to this Agreement who are not members of the Association on the effective date  
41 of this Agreement, and all employees who are hired at a time subsequent to the effective date of this  
42 Agreement, shall, as a condition of employment, become members in good standing of the Association  
43 within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire  
44 date, whichever is applicable. Such employees shall then maintain membership in the Association in  
45 good standing during the term of the Agreement.

1 **Section 11.3.**

2 The parties recognize that an employee should have the option of declining to participate as a member  
3 in the Association, yet contribute financially to the activities of the Association in representing such  
4 employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of  
5 the membership requirements of the previous sections of this Article, an employee who declines  
6 membership in the Association may pay to the Association each month a service charge as a  
7 contribution towards the administration of this Agreement. The Association shall determine the  
8 amount of the agency (representation) fee annually, and shall notify the District of the same not later  
9 than December 1. The service charge shall be collected in the same manner as monthly dues. An  
10 employee who chooses to exercise either of the options provided in this Section and Section 11.2. shall  
11 do so by informing the San Juan Island PSE President and the District's Superintendent by certified  
12 letter within thirty (30) days of hire.

13  
14 **Section 11.3.1.**

15 Any employee who refuses to become a member of the Association in good standing or pay the  
16 service charge in accordance with the previous sections, shall, at the option of the Association,  
17 be immediately discharged from employment with the District.

18  
19 **Section 11.4.**

20 The District will notify the Association of all new hires within ten (10) working days of the hire date.  
21 The Association will inform the new hire of the terms and conditions of this Article after notification  
22 of hire.

23  
24 **Section 11.5.**

25 Nothing contained in this Agreement shall require Association membership of employees who object  
26 to such membership based on bona fide religious tenets or teachings of a church or religious body of  
27 which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a  
28 nonreligious charity or other charitable organization mutually agreed upon by the employee and the  
29 Association. The employee shall furnish written proof that such payment has been made. If the  
30 employee and the Association cannot agree on such matter, it shall be resolved by the Public  
31 Employment Relations Commission pursuant to RCW 41.56.

32  
33 **Section 11.6. Checkoff.**

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

37  
38 The Association will indemnify, defend, and hold the District harmless against any claims, suits,  
39 orders, and/or judgments against the District on account of any check-off of Association dues or  
40 voluntary political contributions.

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## ARTICLE XII

### GRIEVANCE PROCEDURE

**A. Purpose:**

The purpose of this procedure is to provide an orderly method of resolving grievances with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement. A determined effort shall be made to settle such differences at the lowest possible level in the grievance procedure. Meetings and discussions involving grievances shall be scheduled at mutually agreeable times.

**B. Definitions:**

1. Grievant: A grievant is an employee or in the case of the Association's contractual rights, the Association.
2. Grievance: A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.
3. Days: Days in this procedure are normal District office work days.

**C. Timelines:**

Grievances shall be processed in the following manner and within the stated limits. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure on the grievant (employee or Association) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

**D. Process:**

**Step 1. Informal Level – Informal Submission of Grievance to Supervisor.**

Within thirty (30) days following the occurrence of the event giving rise to the grievance, or twenty (20) days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance informally with the immediate supervisor. The immediate supervisor shall respond informally within ten (10) days of the employee's presentation.

**Step 2. Formal Level – Written Submission of Grievance to Supervisor.**

If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the immediate supervisor within ten (10) days after receipt of the informal response. A copy of the grievance shall also be submitted to the Association. The employee may be accompanied by an Association representative at this and any subsequent meetings or steps.

The written grievance shall contain the following:

1. A statement of the alleged grievance including the facts upon which the grievance is based;
2. Referenced to the specific terms of the Agreement which have been allegedly violated; and
3. Remedy sought.

The immediate supervisor will inform the employee and the Association in writing of the disposition of the grievance within ten (10) days of receipt of the grievance.

1 **Step 3. Superintendent Level – Written Submission of Grievance to the Superintendent.**

2 **1. Individual Grievance.**

3 If the grievance is not resolved at Step 2 and the Association believes the grievance to be valid,  
4 a written statement of the grievance shall be submitted within ten (10) days to the  
5 Superintendent. The Superintendent will review the grievance with the parties involved and  
6 provide a written statement of the disposition to the employee with a written copy to the union,  
7 within ten (10) days of receipt of the grievance.

8  
9 **2. Union Grievance.**

10 A grievance which the union may have against the District, limited as aforesaid to matters  
11 dealing with the interpretation or application of terms of this Agreement related to union rights,  
12 shall be commenced by filing in writing (in the format of Step 2 above) with the  
13 Superintendent. Such filings shall be within ten (10) days following the occurrence of the  
14 event giving rise to the grievance or ten (10) days after the event is known or reasonably should  
15 have been known. The Superintendent and the union will have ten (10) days from the receipt  
16 of the grievance to resolve it.

17  
18 **Step 4. Arbitration.**

19 If no settlement is reached in Step 3, the union may request that the matter be submitted to an  
20 arbiter as hereinafter provided:

- 21 1. Written notice of a request for arbitration shall be made to the Superintendent within twenty  
22 (20) days of receipt of the disposition letter at Step 3.
- 23 2. Arbitration shall be limited to issues(s) involving the interpretation or application of specific  
24 terms of this Agreement.
- 25 3. When a timely request has been made for arbitration, the parties shall attempt to select an  
26 impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an  
27 arbiter within ten (10) days after submission of the written request for arbitration, the  
28 provisions of paragraph (4) below shall apply to the selection of an arbiter.
- 29 4. In the event an arbiter is not agreed upon as provided in paragraph (3) above, the parties shall  
30 jointly request the American Arbitration Association to submit a panel of nine (9) arbiters who  
31 reside and practice in Washington or Oregon. Such request shall state the issue of the case and  
32 ask that the nominees be qualified to handle the type of case involved. When notification of the  
33 names of the nine (9) arbiters is received, the parties shall each independently strike from the  
34 list those unacceptable arbiters and shall rank, in order of preference, the remaining arbiters.

35  
36 The parties shall then meet and compare their lists. From among the mutually acceptable  
37 arbiters, the one with the lowest combined preference number shall be the arbiter. In the event  
38 of a tie between two or more arbiters, a single arbiter shall be chosen by lot. In the event there  
39 are no mutually acceptable arbiters on the panel, the parties, in turn, shall have the right to  
40 strike a name from the panel until only one (1) name remains. The remaining person shall be  
41 the arbiter. The right to strike the first name from the panel shall be determined by lot.

42  
43 In the event either party is dissatisfied with the credentials of the arbiters whose names are on  
44 the first panel offered by the American Arbitration Association, such party can summarily  
45 reject that panel and insist on a second panel. Selection must be made from the second panel.

1 **5. Arbitration proceedings shall be in accordance with the following:**

- 2 1. The arbiter, once appointed, will inform the parties as to the procedures which will be  
3 followed.
- 4 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be  
5 empowered to request, through subpoena, if necessary, such data and testimony as the arbiter  
6 deems pertinent to the grievance and shall render a decision in writing to both parties within  
7 thirty (30) days, unless mutually extended, of the closing of the record.
- 8 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented  
9 for arbitration which decision shall be final and binding on both parties.
- 10 4. The arbiter shall rule only on the basis of information presented at the hearing and shall refuse  
11 to receive any information after the hearing except by mutual agreement.
- 12 5. Each party to the proceedings may call such witnesses as may be necessary in the order in  
13 which their testimony is to be heard. Such testimony shall be limited to the matters set forth in  
14 the written statement of grievance.
- 15 6. Each party shall pay any compensation and expenses relating to its own witnesses or  
16 representatives.
- 17 7. The District and the Association will share equally in the costs of the arbiter, including  
18 necessary expenses.
- 19 8. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If  
20 the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.  
21

22 **6. Binding Effect of Award:** All decisions arrived at under the provisions of this Article by the  
23 representatives of the District and the Association at Steps 1, 2 and 3, or by the arbiter, shall be final  
24 and binding upon both parties; provided, however, that in arriving at such decision, neither of the  
25 parties or the arbiter shall have the authority to alter this Agreement in whole or in part.  
26

27 **7. Limits of the Arbiter:** The arbiter cannot order the District to take action contrary to the law.  
28

29 **8. No Duty to Maintain Status Quo:** The District has no duty to maintain the status quo or to restore  
30 the status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return  
31 shall be affected as per the arbiter's award.  
32

33 **9. Freedom from Reprisal:** There will be no reprisals against the grievant or others as a result of  
34 his/her participation in this process.  
35  
36  
37

38 **ARTICLE XIII**

39 **EVALUATIONS**

40 **Section 13.1. Performance Evaluation: Standard For Evaluation.**

41  
42 An annual evaluation shall be made only upon a review of employee performance of duties specified in  
43 the latest job description on file with the District and the P.S.E. Chapter President. Job descriptions  
44 will be reviewed annually except that other changes may occur during the remainder of the year when  
45 unforeseen changes, personnel changes, new positions alter the definition of a job. No employee will  
46 be evaluated on a changed job description until a minimum of sixty (60) days have elapsed since a  
47

1 revised description was given the employee and Chapter President. Any formal evaluation completed  
2 during the interim sixty (60) day period shall be predicated upon the original job description.

3  
4 **Section 13.1.1. Evaluation Criteria.**

5 The following criteria will be used in the evaluation:

- 6 A. What does the employee do? (job description)
- 7 B. How much does the employee do? (quantity)
- 8 C. How well is the work done? (quality)
- 9 D. How much does the employee know about the job? (knowledge)
- 10 E. What goal should the employee strive toward in the coming evaluation period?(growth)

11  
12 **Section 13.1.2.**

13 Improvement of Sub-Standard Performance. The supervisor will thoroughly describe all job-  
14 related problems to provide examples and specific descriptions of problem areas. In addition to  
15 a clear explanation of the problem the supervisor will fully explain:

- 16 A. Exactly what or how much shall be done. (quantity)
- 17 B. Exactly what is expected. (quality)
- 18 C. Exactly what the employee must learn - including a commitment of District resources to  
19 teach the job (where applicable). (knowledge)
- 20 D. Who will monitor progress.
- 21 E. What will happen:
  - 22 If goals are met.
  - 23 If goals are not met.

24  
25 **Section 13.1.3. Evaluation Format.**

26 Each evaluation will be written in narrative form except to say that the elements of job  
27 description, quantity, quality, knowledge, job goals and, where applicable, remedial job  
28 requirements as specified in Section 13.1.2 above will be included in the written evaluation. A  
29 written evaluation for each employee shall be completed annually and shall be on the approved  
30 evaluation form (see Appendix 1 & 2). Bus drivers shall be evaluated on the Bus Driver  
31 Evaluation Form.

32  
33 **Section 13.1.4. Review of Evaluations.**

34 The District Superintendent will review all evaluations with the rating supervisor, as  
35 appropriate, prior to the evaluation conference with the employee.

36  
37 **Section 13.1.5. Review Of Position Descriptions.**

38 The Association President and Superintendent will meet at least annually to identify any job  
39 description needing review and will determine a process for such review.

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## ARTICLE XIV

### PROFESSIONAL DEVELOPMENT

**Section 14.1.**

Employees required by the District to take professional development courses shall receive salary and reimbursement for expenses upon satisfactory completion of those courses in accordance with District Travel Policy.

**Section 14.1.1.**

Employees whose total work hours exceed forty (40) hours per week due to the required hours of course attendance, shall receive pay for those required hours of course attendance at the rate of one and one-half (1½) times the employee's base pay, for all hours over forty (40) hours per week.

**Section 14.2.**

Employees attending training courses required by the District as a condition of continued employment will be paid by the District at the employee's regular hourly rate of pay for all time in training, plus any fee, tuition, and/or transportation costs. Employees attending training courses during their regular working hours shall suffer no loss of regular compensation as a result of such training.

**Section 14.3. Employee Training.**

The District shall provide formal training in first aid/CPR for all employees whose positions require such training and to other employees who desire to receive the training.

Training shall be provided to all employees who work directly with handicapped students, special education students and students with unique learning needs. Such training shall be comprehensive and will include but not be limited to special program goals and objectives, medical, social, physical and academic needs of students and specific strategies to deal with specific handicapping conditions.

**Section 14.4.**

All new employees and/or current employees who are given new assignments shall receive up to one additional regular work day for orientation and/or training. Such day would normally occur before said work is assigned or employee begins new assignment. The purpose of the training is to provide the employee with knowledge of topics such as District policies and reporting procedures relating to student discipline, student restraint, sexual harassment, job safety, confidentiality, in-house health procedures and similar issues. Current employees shall be invited to participate in the workshops on a voluntary basis.

**Section 14.5. Paraeducator Skill Assessments.**

The District and the Union mutually agree to review Paraeducator's skill assessments by the end of the 2016-2017 school year.



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**ARTICLE XV**

**SALARIES AND EMPLOYEE COMPENSATION**

**Section 15.1.**

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, regular and overtime hours, and rates paid with each pay check.

**Section 15.1.1.**

In those years in which the Gregorian calendar contains more than two hundred sixty (260) work days, these "extra" days will not result in an additional work day for full-time employees. These "extra" day(s) will result in a day(s) off as jointly determined by the employee and his/her supervisor.

**Section 15.2.**

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

**Section 15.2.1.**

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 15.3.**

For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (¼) hour.

**Section 15.4.**

Any employee required to travel from one site to another, in-district, in the employee's private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the IRS rate. All other travel shall be reimbursed per District Board Policy.

**Section 15.5.**

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures in accordance with District Travel Policy. In addition, employees other than bus drivers, shall receive their regular rate of pay for all hours of duty. Duty is defined as all time actively involved in supervision of students. The parties agree that hours for field trips are exempt from the eight (8) hour per day provision of Section 5.10.1 and the workweek provisions of Sections 5.10.2 through 5.10.4 herein.

**Section 15.6.**

The District shall issue a supplemental paycheck, in those cases of underpayment, within five (5) working days of the agreed upon discrepancy.

**Section 15.7.**

The District, by November 15th of each school year, shall provide each employee current information on his/her pay rate, hours per day, hours of vacation, paid holidays, years of service completed, annual salary and eligible monthly medical/dental insurance contribution. The District shall notify all new

1 hires within five (5) days of hiring of the availability and information concerning available insurance  
2 plans in the District.

3  
4 **Section 15.8.**

5 The District will pass through any state funded salary or cost of living increase to all bargaining unit  
6 members including non-BEA funded positions. Salary increase funds, if any, will be applied on a  
7 percentage basis to all steps on Schedule A. Employees hired on or before February 29<sup>th</sup> will receive  
8 one-year work experience for the following school year.

9  
10 **Section 15.9. Twelve-Month Payment.**

11 Payment for all employees subject to this Agreement shall be spread over a twelve (12) month period.  
12 Anticipated earned vacation days, eligible holidays and regular earned pay shall be divided over a  
13 twelve (12) month period.

14  
15 **Section 15.10. Job Classification Change.**

16 Any employee who changes job positions or classifications shall receive full work experience credit  
17 regarding step placement on Schedule A based upon application of Section 15.9.

18  
19 **Section 15.11.**

20 All employees covered by this Agreement shall be paid on a monthly basis. The District will transfer  
21 all payroll funds electronically.

22  
23 **Section 15.12.**

24 All wage calculations shall be subject to standard rounding procedures.

25  
26  
27  
28 **ARTICLE XVI**

29  
30 **TERM AND SEPARABILITY OF PROVISIONS**

31  
32 **Section 16.1.**

33 The duration of this agreement shall be September 1, 2016 to August 31, 2019. Effective September  
34 1, 2016 all salaries on Schedule A shall be increased by six point three (6.3) percent. At the  
35 conclusion of the 2016-17 school year, two (2.0%) percent of the six point three (6.3%) percent  
36 increase will sunset. The parties further agree to wage and insurance reopeners during 2017 and  
37 2018.

38  
39 **Section 16.1.1.**

40 Any employee who works an average of four (4) hours per day or more is eligible to earn one  
41 additional day of pay to receive training related to educational technology. The training will be  
42 determined and provided by the District. Employees who complete the technology training  
43 shall document these training hours on a timesheet.

44  
45 **Section 16.2.**

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

1 **Section 16.3.**

2 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
3 parties in writing.  
4

5 **Section 16.4.**

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

9 **Section 16.5.**

10 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with  
11 State or Federal statutes or regulations promulgated pursuant thereto.  
12

13 **Section 16.6.**

14 In the event either of the two (2) previous sections is determined to apply to any provision of this  
15 Agreement, such provision shall be renegotiated pursuant to Section 16.3.  
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PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU Local 1948

SAN JUAN ISLAND CHAPTER

SAN JUAN ISLAND SCHOOL DISTRICT  
#149

BY: \_\_\_\_\_  
Kraig Hansen, Chapter Co-President

BY: \_\_\_\_\_  
Dr. Danna Diaz, Superintendent

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

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

SCHEDULE A  
 SAN JUAN SCHOOL DISTRICT #149  
 September 1, 2016 – August 31, 2017

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<b>Food Service</b>						
Food Service Utility Worker	\$12.86	\$12.98	\$13.20	\$13.55	\$14.01	\$14.57
Assistant Cook	\$14.90	\$15.01	\$15.25	\$15.58	\$16.04	\$16.61
Cook	\$16.14	\$16.24	\$16.48	\$16.82	\$17.27	\$17.85
Sous Chef	\$17.72	\$17.84	\$18.07	\$18.40	\$18.87	\$19.43
Chef	\$26.87	\$26.99	\$27.22	\$27.55	\$28.01	\$28.58
<b>Custodial - Maintenance</b>						
Asst. Custodian	\$14.90	\$15.01	\$15.25	\$15.58	\$16.04	\$16.61
Stuart Island Custodian	\$16.14	\$16.24	\$16.48	\$16.82	\$17.27	\$17.85
Custodian	\$18.29	\$18.40	\$18.63	\$18.97	\$19.43	\$20.01
Building Engineer - FHES	\$19.58	\$19.70	\$19.93	\$20.27	\$20.72	\$21.29
Building Engineer - HS/MS	\$22.42	\$22.55	\$22.77	\$23.11	\$23.57	\$24.13
Maintenance Technician	\$26.87	\$26.99	\$27.22	\$27.55	\$28.01	\$28.58
<b>Secretarial - Clerical</b>						
Secretary	\$17.72	\$17.84	\$18.07	\$18.40	\$18.87	\$19.43
Office Manager - ES, MS, GB	\$19.58	\$19.70	\$19.93	\$20.27	\$20.72	\$21.29
Office Manager/Registrar - HS	\$22.42	\$22.55	\$22.77	\$23.11	\$23.57	\$24.13
<b>Paraeducator</b>						
Paraeducator	\$17.72	\$17.84	\$18.07	\$18.40	\$18.87	\$19.43
<b>Transportation</b>						
Bus Driver	\$19.58	\$19.70	\$19.93	\$20.27	\$20.72	\$21.29
<b>Program Coordinators</b>						
Program Coordinator PIP	\$22.42	\$22.55	\$22.77	\$23.11	\$23.57	\$24.13
Program Coordinator Library	\$22.42	\$22.55	\$22.77	\$23.11	\$23.57	\$24.13
<b>Technology</b>						
Help Desk Technician	\$19.58	\$19.70	\$19.93	\$20.27	\$20.72	\$21.29
IT Support Technician	\$22.42	\$22.55	\$22.77	\$23.11	\$23.57	\$24.13

1 **Memorandum of Understanding**

2  
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT  
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF SAN JUAN ISLAND SCHOOL DISTRICT AND  
5 THE SAN JUAN ISLAND SCHOOL DISTRICT.

6  
7 The following Memorandum of Understanding (MOU) is made and entered into between the San Juan  
8 Island School District (District) and Public School Employees of San Juan School District (PSE).

9  
10 The SJISD and PSE agree that the classified staff of the District play a critical role in delivery of the  
11 District’s educational and operation support program to it students.

12  
13 The parties further agree that the educational welfare of the District’s students can best be served by  
14 close cooperation between the two parties and collaborative planning for the District’s educational  
15 program, including with respect to the development of the District’s annual operating budget.

16  
17 The parties agree to periodically engage in advisory discussions regarding the SJISD educational  
18 program, operations and budget. The intent is to explore priorities, consider the impact of various  
19 scenarios and create a broad spectrum perspective as the District works through the budgeting process.  
20 PSE representatives will participate on such program/budget committees as the District may convene.

21  
22 The parties acknowledge that the collective bargaining process inherently impact budgeting decisions.  
23 The committee above is purely advisory in nature and is in no way intended to interfere with or usurp  
24 the process of negotiating the collective bargaining agreement or the exclusive statutory responsibility  
25 of the board to set and adopt the District budget.

26  
27 This Memorandum of Understanding shall become effective upon signature of both parties; shall  
28 remain in effect until August 31, 2019; and shall be attached to the current Collective Bargaining  
29 Agreement.

30  
31 PUBLIC SCHOOL EMPLOYEES  
32 OF WASHINGTON/SEIU Local 1948

33  
34 SAN JUAN ISLAND CHAPTER

SAN JUAN ISLAND SCHOOL DISTRICT  
#149

35  
36  
37  
38 BY: \_\_\_\_\_  
39 Kraig Hansen, Chapter Co-President

BY: \_\_\_\_\_  
Dr. Danna Diaz, Superintendent

40  
41  
42  
43 DATE: \_\_\_\_\_

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

## LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF SAN JUAN ISLAND AND THE SAN JUAN ISLAND SCHOOL DISTRICT #149. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE VIII SECTION 16.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The District and Association agree to the following provisions in order to make a good faith effort to comply with 2016 Washington Laws (ESSB 5940).

1. The provisions of this Letter of Agreement (LOA) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this LOA conflicts with the current CBA, the provision of this LOA shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.
2. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:
  - a. At least one qualified high-deductible health plan (QHDHP) and health savings account (HSA);
  - b. At least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2016 state employee benefits year; and
  - c. Health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.

The quotes procured by the broker shall be reviewed and the choice of plans offered shall be made using the same procedure for selecting health plans as was used in the 2016-17 school year.

3. To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be three percent (3%) of the employee only coverage premium for the plan chosen by the employee. For eligible employees selecting the QHDHP with a Health Savings Account (HSA), up to \$125.00 per month may be allocated to the employee's HSA. Employees may contribute funds through payroll deduction tax free by contacting the district. The current maximum annual rates are listed below.

1 4. The parties shall abide by state laws relating to school district employee benefits and this  
2 LOA shall be construed consistent with such laws.

3  
4 This LOA shall be effective for the 2016-17 school year. The parties shall meet prior to May 1,  
5 2017, to discuss whether to renew or amend this LOA for another year.  
6  
7

8  
9 PUBLIC SCHOOL EMPLOYEES  
10 OF WASHINGTON/SEIU Local 1948  
11

12  
13 PUBLIC SCHOOL EMPLOYEES  
14 OF SAN JUAN ISLAND  
15

SAN JUAN ISLAND SCHOOL DISTRICT #149  
16  
17

18 BY: \_\_\_\_\_  
19 Kraig Hansen, PSE President  
20

BY: \_\_\_\_\_  
Danna Diaz, Superintendent  
21

22  
23 DATE: \_\_\_\_\_  
24

DATE: \_\_\_\_\_  
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SAN JUAN ISLAND SCHOOL DISTRICT NO. 149  
PERFORMANCE EVALUATION REPORT FOR CLASSIFIED EMPLOYEES

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Period of Report: \_\_\_\_\_ to \_\_\_\_\_ Evaluation Type: Annual \_\_\_\_\_  
Other \_\_\_\_\_

Position Held: \_\_\_\_\_

Employee Status: \_\_\_\_\_ Probationary \_\_\_\_\_ Permanent \_\_\_\_\_

---

**PERFORMANCE**

It is my judgment, based upon the current job description and evaluation criteria, that the employee's overall performance has been: \_\_\_\_\_ unacceptable, \_\_\_\_\_ needs improvement, \_\_\_\_\_ meets criteria, \_\_\_\_\_ above expectations, during this evaluation period.

Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

**WORK KNOWLEDGE AND SKILLS** (accomplishment of job specific criteria)

- \_\_\_\_\_ Needs improvement, meets some criteria
- \_\_\_\_\_ Meets expectations on a regular basis
- \_\_\_\_\_ Often exceeds job criteria
- \_\_\_\_\_ Has exceptionally thorough working knowledge

**QUALITY OF WORK** (how well is the work done)

- \_\_\_\_\_ Produces below norm, frequent errors
- \_\_\_\_\_ Meets criteria
- \_\_\_\_\_ Produces above the norm, accurate, complete
- \_\_\_\_\_ High output, exceptionally accurate

**QUANTITY OF WORK** (how much does the employee do)

- \_\_\_\_\_ Produces below what can and should be done
- \_\_\_\_\_ Meets job requirements
- \_\_\_\_\_ Produces a good volume
- \_\_\_\_\_ Rapid worker - - exceeds anticipated volume

**DEPENDABILITY** (accomplishment occurs with minimum supervision)

- \_\_\_\_\_ Limited independence, needs extensive supervision
- \_\_\_\_\_ Performs with little supervision
- \_\_\_\_\_ Independent worker
- \_\_\_\_\_ Highly independent, attends to detail

**ADAPTABILITY** (ability to change and cooperate in varying capacities)

- \_\_\_\_\_ Some difficulty with new conditions
- \_\_\_\_\_ Satisfactory
- \_\_\_\_\_ Adjusts quickly
- \_\_\_\_\_ Highly flexible

**INITIATIVE** (displays overall positiveness and interest in job)

- \_\_\_\_\_ Lacks interest in some job elements
- \_\_\_\_\_ Shows interest, makes suggestions
- \_\_\_\_\_ Progressive
- \_\_\_\_\_ Highly positive, very innovative

**ATTENDANCE AND PUNCTUALITY** (display good habits - - attendance/punctuality)

- \_\_\_\_\_ Frequently late and/or absent
- \_\_\_\_\_ Acceptable, usually dependable
- \_\_\_\_\_ On time
- \_\_\_\_\_ Excellent habits

**GETS ALONG WELL WITH OTHERS** (interacts/cooperates well with others)

- \_\_\_\_\_ Causes unrest or friction
- \_\_\_\_\_ Poor interaction skills
- \_\_\_\_\_ Acceptable
- \_\_\_\_\_ Gets along well, is cooperative

**ORGANIZATION** (plans efficiently to execute duties)

- \_\_\_\_\_ Disorganized, job function hampered
- \_\_\_\_\_ Organized, meets criteria
- \_\_\_\_\_ Effective, efficient performance
- \_\_\_\_\_ Highly organized, enhances job

Areas to focus on: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Evaluator's comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Principal's comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Evaluator(s): \_\_\_\_\_  
 \_\_\_\_\_

Principal: \_\_\_\_\_ Employee: \_\_\_\_\_

Employee's Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SAN JUAN ISLAND SCHOOL DISTRICT # 149**  
**PERFORMANCE EVALUATION FOR BUS DRIVER**

NAME: \_\_\_\_\_

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

Type of evaluation:     new hire / 90 day  
                               annual  
                               other

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**PERFORMANCE**

It is my judgment, based on the current job description and evaluation criteria, that this employee's overall performance:

- meets standards
  - is unsatisfactory
  - requires improvement
- 

1. Does a complete pre- and post-inspection.

- meets standards
- requires improvement
- unsatisfactory

2. Keeps bus clean inside and out.

- meets standards
- requires improvement
- unsatisfactory

3. Completes all bus logs and paperwork.

- meets standards
- requires improvement
- unsatisfactory

4. Keeps route sheet up-to-date and complete

- meets standards
- requires improvement
- unsatisfactory

5. Obeys all rules of the road, starts and stops smoothly, and demonstrates defensive driving skills.

- meets standards
- requires improvement
- unsatisfactory

6. Ensures that students follow safe loading, unloading, and riding procedures.

- meets standards
- requires improvement
- unsatisfactory

7. Demonstrates the ability to work positively and effectively with students, plus supervises students in accordance with District policy.
- ( ) meets standards
  - ( ) requires improvement
  - ( ) unsatisfactory
8. Demonstrates the ability to work positively and effectively with parents, teachers, coaches, principals, fellow workers, and office managers.
- ( ) meets standards
  - ( ) requires improvement
  - ( ) unsatisfactory
9. Demonstrates the ability to follow safety practices and make decisions within state law, District policy, and department guidelines.
- ( ) meets standards
  - ( ) requires improvement
  - ( ) unsatisfactory
10. Demonstrates the ability to access dimensions of problems; determine priorities; and reach quick, accurate solutions.
- ( ) meets standards
  - ( ) requires improvement
  - ( ) unsatisfactory
11. Accepts direction willingly.
- ( ) meets standards
  - ( ) requires improvement
  - ( ) unsatisfactory
12. Regularly completes assigned work within appropriate time frames.
- ( ) meets standards
  - ( ) requires improvement
  - ( ) unsatisfactory
13. Demonstrates willingness to exceed minimum performance required for job.
- ( ) meets standards
  - ( ) requires improvement
  - ( ) unsatisfactory
14. Demonstrates flexibility and ability to adjust to new situations.
- ( ) meets standards
  - ( ) requires improvement
  - ( ) unsatisfactory
15. Demonstrates the ability to communicate through written and spoken word.
- ( ) meets standards
  - ( ) requires improvement
  - ( ) unsatisfactory

16. Communicates issues of concern (mechanical, student safety, etc.) to the appropriate person in a timely manner.

- ( ) meets standards
- ( ) requires improvement
- ( ) unsatisfactory

17. Demonstrates punctuality and dependability.

- ( ) meets standards
- ( ) requires improvement
- ( ) unsatisfactory

18. Accident record.

- ( ) meets standards
- ( ) requires improvement
- ( ) unsatisfactory

19. Maintains necessary license requirements.

- ( ) meets standards
- ( ) requires improvement
- ( ) unsatisfactory

CDL / Physical \_\_\_\_\_ (date of physical expiration)  
First Aid / CPR \_\_\_\_\_ (date of First Aid / CPR expiration)  
State In-service \_\_\_\_\_ (date of last attended in-service)  
Driver's License \_\_\_\_\_ (date of driver's license expiration)

20. Overall performance.

- ( ) meets standards
- ( ) requires improvement
- ( ) unsatisfactory

---

COMMENTS:

EVALUATOR \_\_\_\_\_ DATE \_\_\_\_\_

This report is based on my observation and knowledge. It represents my best judgment of this employee's performance.

EMPLOYEE \_\_\_\_\_ DATE \_\_\_\_\_

I have reviewed this report. My signature does not necessarily indicate agreement with the rating.