

COLLECTIVE BARGAINING AGREEMENT BETWEEN
SAN JUAN ISLAND SCHOOL DISTRICT
AND
PUBLIC SCHOOL EMPLOYEES OF SAN JUAN ISLAND
SEPTEMBER 1, 2025 - AUGUST 31, 2028



Public School Employees of Washington / SEIU Local 1948
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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/SEIU Local 1948 (hereinafter "Union").

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

R E C O G N I T I O N A N D C O V E R A G E O F A G R E E M E N T

Section 1.1.

The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Union 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 Union 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 Union, be considered by the District and the Union 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 Union 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 Union 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 Agreement
4 except Article IX. Substitute employees in this category shall accumulate one (1) hour of illness and
5 injury leave for each twenty-one and sixty-seven hundredths (21.67) hours worked and may utilize
6 these hours for illness and/or injury that prevent them from performing their assignment. A
7 substitute who qualifies under this section cannot qualify under Section 1.4.2.

8
9 **Section 1.4.2.**

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

14
15
16
17 **ARTICLE II**

18
19 **RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER**

20
21 **Section 2.1.**

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

26
27 It is recognized that the Board's operational and managerial rights and responsibilities include but are not
28 limited to: the determination of location of schools, facilities, and equipment of the school system; the
29 determination of financial policies and procedures; the determination of the management, supervisory and
30 administrative organization of the school system; the determination of safety, health and property protection
31 measures where legal responsibility of the District or other governmental unit is involved; the enforcement
32 of rules and regulations now in effect; the establishment of new rules and regulations not in conflict with
33 this Agreement; the direction and arrangement of the work force; the determination of the size of the work
34 force; the allocation and assignment of work; the creation, combination, modification or elimination of any
35 position; the determination of policies affecting the selection of employees; the evaluation of employee
36 performance; the right to hire, promote, transfer, assign, suspend, discharge, demote, or take disciplinary
37 action against employees; the right to relieve employees from duty for unacceptable work, lack of work or
38 for other legitimate reasons.

39
40 It is the intention of the District and the Union that all rights, powers, functions, and authority of
41 management shall remain exclusively vested in the District except insofar as expressly and specifically
42 limited by the terms of this Agreement or by Washington State statute.

43
44 **Section 2.1.1.**

45 If the District considers that it may be in the best interest of the District to contract or sub-contract
46 for all functions presently performed by employees within a general job classification (Secretary-
47 Clerical, Custodial-Maintenance, Instructional Paraeducator, Transportation, Food

Service, Program Coordinators, Technology Coordinator and Technology Support Technician), representatives of the District shall meet with representatives of the employee group to receive and consider input from the employee group as to what alternatives to contracting/sub-contracting are available to the District. Such meeting and consideration shall take place before any contract or sub-contract is awarded by the District.

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF EMPLOYEES

Section 3.1.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the option, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union.

Section 3.2.

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

Section 3.3.

Employees subject to this Agreement shall have the right to have a Public School Employees of San Juan Island School District (PSE/SJ) member present at discussions between themselves and supervisors or other representatives of the District as provided in Section 3.2 and Article XII herein. The supervisor shall advise the employee of their right for representation during disciplinary conferences.

Section 3.4.

Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others.

Section 3.5.

Employees will be given a copy of all material added to the central office personnel file at the time such material is added to the file. Each employee will have the right, upon request to the Superintendent's secretary, to schedule an appointment to review the contents of their personnel file. Disciplinary material may be removed at the employee's request after three (3) years provided that no further instances of misconduct occur in violation of the same or similar rule or policy. If further instances occur, three (3) years will be calculated from the most recent event. Exceptions will be disciplinary material that the District is required to retain by law. An employee may obtain copies of the documents made available under this section. Except to the extent required by the Public Records Act, no record, file or document pertaining to an employee will be made available to any unauthorized person for photocopy or inspection. Employees shall have the right to respond in writing to all additions in the personnel file. Such responses shall be made a part of the file.

1 **Section 3.6. Request for Member Information.**

2 Nothing in this agreement precludes the District from providing documents in accordance with public
3 disclosure laws. Pursuant to RCW 42.56.250 540, upon receipt of a request for information located
4 exclusively in an employee's personnel, payroll, supervisor, or training file, the District will provide notice
5 to the employee and union within a reasonable timeframe. A reasonable timeframe shall be defined as a
6 minimum of five (5) business days before the information is provided to the requestor.
7

8 The notice will state: (a) the date of the request; (b) the nature of the requested record relating to the
9 employee; (c) that the District will release any information in the record which is not exempt from the
10 disclosure requirements in State Law; and (d) that the employee may seek to enjoin release of the records
11 under RCW 42.56.540. The notice will also contain the following statement: "Employees may be entitled to
12 an exemption from the Public Records Act under RCW 42.56.250, specifically relating to employees or their
13 dependents that may be survivors of domestic violence, sexual assault, harassment, or stalking if the
14 employee has followed the process contained in the statute." This section is not subject to the grievance
15 procedure.
16
17
18

19 **ARTICLE IV**

20 **RIGHTS AND RESPONSIBILITIES OF THE UNION**

21 **Section 4.1.**

22 The District recognizes the Union as the exclusive collective bargaining representative on wages, hours, and
23 working conditions for all classified employees in the bargaining unit, and the Union recognizes the
24 responsibility of representing the interests of all such employees without regard to membership in the Union.
25
26
27

28 **Section 4.2.**

29 The District shall provide each employee with a copy of this Agreement, as provided the District by the
30 Union.
31

32 **Section 4.3.**

33 On or before the first day of October of each year during the term of this Agreement, the District shall
34 provide Public School Employees of Washington with the names of all employees in the bargaining unit, the
35 number of hours each works, and position on the salary schedule. The District shall provide Public School
36 Employees of Washington with the names of new employees, hours worked and position on the salary
37 schedule, throughout the year.
38

39 **Section 4.4.**

40 Representatives of the Union, defined as any designees of the Union, upon making their presence known to
41 the District, shall be allowed access to the District premises during business hours for the purpose of
42 adjusting disputes, investigating grievances, or conferring with members of the Union, provided that the
43 normal flow of work is not in any way hampered or obstructed.
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1 **Section 4.5. Consultation.**

2
3 **Section 4.5.1.**

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

8
9 **Section 4.5.2.**

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

12
13 **Section 4.5.3.**

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

17
18 **Section 4.5.4.**

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

23
24 **Section 4.5.5.**

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

31
32 **Section 4.5.6.**

33 The parties may formalize any mutually acceptable result ensuing from consultation in the form of a
34 Letter of Agreement subject to formal adoption by the School Board and the Union.

35
36 **Section 4.6. Union Representation.**

37
38 **Section 4.6.1.**

39 Union representatives may receive and investigate complaints or grievances of employees and
40 thereafter advise employees of rights and procedures outlined in this Agreement and applicable
41 regulations or legislation for resolving the grievances or complaints.

42
43 **Section 4.6.2.**

44 The Union may not continue to advise the employees on courses of action after the employee has
45 indicated a desire not to pursue a complaint or grievance.

Section 4.6.3.

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

Section 4.7. No Strike Agreement.

The Union affirms that neither the Union nor any of its agents or members will initiate, assist, or participate in any strike, work stoppage, work slowdown, picketing, or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by any labor organization. Any employee engaged in violation of this section shall be subject to disciplinary action, including discharge, at the discretion of the District. In the event of a strike by any other labor organization, the District shall notify each employee required to report to their normal work station. Employees not so notified shall not be required to report to work. The District shall make every reasonable effort to maintain order and protect those employees directed to report to work from unlawful acts committed by any other person at the work site.

Section 4.8. Bulletin Boards.

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

Section 4.9. Calendar/Work Day Notification.

The District shall invite at least two (2) PSE representatives on the District calendar committee, chosen by the Chapter President. The District will identify for PSE members those days that are paid and not paid by providing an annual calendar of work for employees.

Section 4.10. Release Time for State President.

In the event an employee is elected to serve as State President of the Public School Employees of Washington/SEIU 1948, the District will enter into an agreement with the Union to grant full time paid release for the employee, who shall remain an employee of the District during this period. This agreement will include salary and benefit reimbursement from the Union to the District, seniority and longevity continuance and the right for the employee to return to the same or similar position.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1.

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

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PSE San Juan Island Chapter, #822
San Juan Island School District, #149



workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest; except as provided in Section 5.11 of this Article.

Section 5.2.

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

Section 5.3.

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

Section 5.3.1. Breaks.

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

Section 5.3.2.

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

Section 5.3.3.

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

Section 5.4. Employee Breaks.

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

- One (1) to less than three (3) hours per day: no breaks
- Three (3) to five (5) hours per day: one (1) fifteen (15) minute break
- More than five (5) and up to seven (7) hours per day: one (1) fifteen (15) minute break and one (1) thirty (30) minute uninterrupted unpaid lunch break
- More than seven (7) hours per day: two (2) fifteen (15) minute breaks and one (1) thirty (30) minute uninterrupted unpaid lunch break

Unpaid lunch periods shall be scheduled as near the middle of the shift as is practicable and breaks shall occur as near the middle of each half shift as is practicable.

Section 5.5.

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

1 **Section 5.6.**

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

5
6 **Section 5.7.**

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

12
13 In the event of an unusual late start or early dismissal, employees will work their regular hours. If an
14 employee is not able to travel to work safely, employees may opt to use available leave or take unpaid leave.
15 As an alternative, the supervisor may grant an employee's request to make up the missed time.

16
17 **Section 5.7.1.**

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

22
23 **Section 5.8. Transportation.**

24
25 **Section 5.8.1.**

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

30
31 **Section 5.8.2.**

32 Drivers will be paid for all District scheduled staff meetings.

33
34 **Section 5.8.3.**

35 Drivers shall receive a minimum of two (2) hours pay, continuing at their hourly rate for the full
36 period required to complete the special duty call. A special duty call is defined as any work other
37 than a scheduled work shift and workday.

38
39 **Section 5.8.4.**

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

43
44 **Section 5.8.5.**

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

1 **Section 5.8.6.**

2 Extra trips on San Juan Island: Drivers shall be compensated at their regular hourly rate subject to
3 Sections 5.10, 5.10.1, 5.10.2, 5.10.3 and 5.10.4 for the duration of the extra trip.
4

5 **Section 5.8.7.**

6 Bus drivers present special overtime problems in an island school district which depends on
7 scheduled ferry service. The parties agree that hours for driving on off-island trips are exempt from
8 the eight (8) hours per day provision of Section 5.10.1, and the workweek provisions of
9 Sections 5.10.2 through 5.10.4 herein.
10

11 **Section 5.8.8.**

12 Extra trips other than San Juan Island: one (1) day trips shall be compensated at the driver's regular
13 rate for the duration of the trip. Overnight trips shall be compensated at the driver's regular rate for
14 all hours of duty (Duty is defined as all time the bus is the responsibility of the driver. An additional
15 seven (7) hours, at the current legal minimum wage or one half (½) the driver's regular hourly rate,
16 whichever is greater, shall be paid for each overnight trip requiring overnight accommodations.
17

18 **Section 5.8.8.1.**

19 Extra trips that take place on-island will not be eligible for meal reimbursement. In the case
20 that meals are being provided for on the trip as a part of the trip expectations, the driver will
21 not be eligible for meal reimbursement. For extra trips that take place off-island where meals
22 are not provided, the driver's meals shall be reimbursed by the district according to the
23 following timelines: If the driver is required to depart on the first scheduled ferry of the day,
24 they will be reimbursed for their breakfast for a total of seventeen dollars (\$17). If the driver
25 is in a paid status between the hours of 11am - 2pm, they will be reimbursed for their lunch
26 for a total of twenty dollars (\$20). If the driver is in a paid status after 7pm, they will be
27 reimbursed for their dinner for a total of thirty-one dollars (\$31). Special circumstances that
28 fall outside of these timelines will be considered for meal reimbursement on a case-by-case
29 basis
30

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

32 The District may employ a classified or non-classified employee (teacher/coach/parent) to drive a
33 nine (9) passenger van subject to the following conditions and qualifications:
34

- 35 A. The driver shall not be utilized on any trip transporting more than sixteen (16) passengers.
36 B. The driver shall meet requirements including a valid Washington State driver's license,
37 D.O.L. background check, D.O.T. physical, current First Aid Card and other requirements
38 as identified by the District.
39

40 **Section 5.8.10. Drug Testing.**

41 The parties mutually agree to the following conditions for the mandatory drug testing of bus drivers.
42

- 43 A. There shall be no disciplinary action taken against any drivers who come forward
44 voluntarily requesting treatment, as to whom the District does not otherwise possess just
45 cause. Following successful completion of an accredited rehabilitation program, the
46 employee will be subject to random testing for twenty-four (24) months.
47 B. Drivers cannot be required to undergo testing after the last student day of a school year
48 and ten (10) days prior to the start of the following school year.

- 1 C. All costs involved in any testing and evaluation procedures (including voluntary
2 split-sample testing) shall be borne by the District.
- 3 D. Employees required to undergo testing will be given the opportunity by the District to
4 review testing policies and procedures prior to the time of testing. This review will
5 include an explanation of the employee's confidentiality rights.
- 6 E. Testing results, including the fact that an employee is tested, shall remain confidential.
7 Any written materials or information associated with such testing shall be retained in a
8 secure confidential file, to which only the Superintendent and/or designee and the
9 employee shall have access.
- 10 F. A positive result of a drug or alcohol test shall be considered a just cause for automatic
11 termination. During any period an employee is off work due to testing or evaluation
12 requirements or results, prior to the District's final determination of their employment
13 status, the employee shall be placed on a paid leave of absence.
- 14 G. Discipline imposed as a result of confirmed positive testing shall be appropriate to the
15 severity of the confirmed offense.
- 16

17 **Section 5.8.11.**

18 Should an employee report to work in order to take a bus to an off island trip that is then canceled by
19 the District, the employee shall be entitled to the two (2) hour call back pay in Section 5.10.4 of this
20 Agreement. If the District did not provide notification at least two and a half (2½) hours in advance
21 of the ferry departure time as listed on the trip sheet.

22

23 **Section 5.9.**

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

30

31 **Section 5.10. Overtime.**

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

36

37 **Section 5.10.1.**

38 All hours worked in excess of eight (8) hours per day or forty (40) hours per workweek shall be
39 compensated at the rate of one and one-half (1½) times the employee's base pay. The eight (8) hour
40 rule will not apply to any employee who is working a four (4) days per week/ten (10) hour per day
41 work week as defined in 5.11., nor to field trip hours as per Section 15.5.

42

43 **Section 5.10.2.**

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

46
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1 **Section 5.10.3.**

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

4
5 **Section 5.10.4.**

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

8
9 **Section 5.10.5.**

10 Employees called back on a regular workday, or their days of rest, shall receive, in addition to the
11 compensation specified in Sections 5.10.1 through 5.10.4, the following compensation:

12
13 A. Over eleven (11) hours of duty: twice the appropriate rate.

14
15 **Section 5.11. Four (4) Day, Ten (10) Hour Workweek.**

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

22
23 **Section 5.11.1.**

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

27
28 **Section 5.11.2.**

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

33
34 **Section 5.12.**

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

38
39 **Section 5.13.**

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

44
45 **Section 5.14.**

46 In the event the District has occasional additional summer work available to less than year-round employees,
47 the District will offer such work to qualified members of the bargaining unit prior to assigning such work to
48 non-unit members.

1 **Section 5.15.**

2 Library and Program Coordinators shall be provided with one (1) paid hour per day, free from student
3 supervision, for planning time.
4

5 **Section 5.16. Payment for Committee Participation.**

6 Time spent working on District/Building mandated committees outside of the assigned workday will be
7 compensated at the employee's appropriate hourly rate as follows:
8

- 9 A. District procedures regarding authorization, documentation and record keeping are to be
10 followed.
11 B. All committees will be paid by no later than August 31 of the school year in which the
12 employee participated in the committee.
13

14 **Section 5.17.**

15 If class size in grades K-3 is above a maximum of twenty-eight (28) students or in grades 4-12 above a
16 maximum of thirty-three (33) students, a plan will be developed to mitigate the situation if the limits are
17 exceeded for one (1) week.
18

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

20 Compensatory time, in lieu of overtime pay, will be granted upon prior approval of the immediate
21 supervisor, for all hours worked beyond forty (40) in any one (1) week. Compensatory time, if granted, may
22 be accrued to a maximum of five (5) workdays. This accrued time must be utilized in the work year in
23 which it is earned at a time which is mutually agreeable to the District and the employee.
24

25 Compensatory time shall accrue at a rate of one and one-half (1½) hours for each hour worked. The annual
26 balance of remaining compensatory time will be paid to the employee on or before August 31 of each year.
27

28 **Section 5.18.1. Compensatory Time for Part Time Employees (less than 260 days).**

29 Compensatory time, in lieu of additional regular or overtime pay, will be granted upon prior approval
30 of the immediate supervisor, for all hours worked beyond the employee's regular daily
31 schedule. Compensatory time, if granted, may be accrued to a maximum of the equivalent of
32 three (3) regular workdays. This accrued time must be utilized in the work year in which it is earned
33 at a time which is mutually agreeable to the District and the employee.
34

35 Compensatory time shall accrue at the employee's regular rate, or at the overtime rate as per Section
36 5.17. as appropriate. The annual balance of remaining compensatory time will be paid to the
37 employee on or before August 31 of each year.
38

39 **Section 5.20. Personal Devices.**

40 Employees required by the District to use a cell phone for their position will receive a District-provided cell
41 phone for use at work, if requested by the employee.
42
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ARTICLE VI

HOLIDAYS AND VACATIONS

Section 6.1. Holidays.

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

- | | |
|-------------------------------|---|
| 1. New Year's Day | 9. Thanksgiving Day |
| 2. Martin Luther King Day | 10. Native American Heritage Day/Day after Thanksgiving Day |
| 3. Day before New Year's Day | 11. Day before Christmas |
| 4. Presidents' Day | 12. Christmas Day |
| 5. Last day of Spring Holiday | 13. Veterans' Day |
| 6. Memorial Day | 14. Juneteenth |
| 7. Independence Day | |
| 8. Labor Day* | |

* Labor Day shall be included for school year employees.

Section 6.1.1. Unworked Holidays.

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

Section 6.1.2. Worked Holidays.

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

Section 6.1.3. Holidays During Vacation.

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

Section 6.2. Vacations.

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

Section 6.2.1.

All year-round employees shall earn vacation credit according to the following schedule:

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

1 **Section 6.2.2. Definitions.**

2 Year round employees shall be those employees assigned a normal work shift, as specified in
3 Article V, Sections 5.1 or 5.11 for twelve (12) months, all other employees shall be considered less
4 than year-round employees.

5
6 **Section 6.3. Use of Vacation Credit.**

7 Employees shall receive incremental vacation credits as applied in Section 6.2 effective September 1 in
8 order to recognize their actual years of work experience in the District and/or in Washington State public
9 schools. Employees hired on or before February 29 will receive one (1) year work experience for the
10 following school year.

11
12 **Section 6.3.1.**

13 Year-round employees shall request, as far in advance as possible, in writing to the supervisor, their
14 desired schedule for utilization of vacation credit. The District shall develop a vacation schedule in
15 consonance with this section and Section 8.6 herein. No employee shall be denied accrued vacation
16 benefits due to District employment needs.

17
18 Summer vacations shall be requested by April 1 the first one hundred twenty (120) hours of
19 entitlement as specified in Section 6.2.1 no more than sixteen (16) hours shall be scheduled during
20 regularly scheduled school days.

21
22 On August 31 of each year, employees who have earned more than twenty (20) days annual vacation
23 leave may elect to cash-out vacation days. Eligible employees may cash out vacation days earned in
24 excess of twenty (20) days up to a maximum of five (5) days. Employees may not carry over
25 accrued vacation from year to year.

26
27 **Section 6.3.2.**

28 Employees who are discharged or who terminate shall, subject to Section 6.3., receive payment for
29 unused accrued vacation credit with their final paycheck.

30
31 **Section 6.3.3.**

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

34
35 **Section 6.3.4.**

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

39
40 **Section 6.3.5.**

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

43
44 **Section 6.3.6. Vacation Credit for Out-of-District Experience.**

45 If an employee of another public school district within the State of Washington secures employment
46 with the San Juan Island School District, surpassing the ninety (90) day evaluation period,
47 continuing employment for no less than one year, and becomes a bona fide member of the San Juan
48

Island School District Public Service Employees Union, that employee shall for purposes of vacation credit and salary schedule placement only (Section 6.2.1 or 6.2.2 – whichever applies, and Section 15.2/Schedule A) be granted experience equivalent to time earned in a similar job classification in another public school district in the State of Washington. Documentation for granting of experience shall be job classification verification from the former school district.

Application of Section 6.3.6 shall not have an ability to increase experience for seniority purposes (Section 8.1).

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.

1 **Section 7.1.2. Emergency Leave.**

2
3 **Section 7.1.2.1.**

4 Emergency leave shall be granted according to the following conditions:

- 5
6 A. The problem must have been suddenly precipitated or must be of such a nature
7 that preplanning could not relieve the necessity for the absence.
8 B. The problem must be one of major importance and not a mere convenience.
9

10 **Section 7.1.2.2.**

11 Emergency Leave requests shall be made on forms available in each school office and
12 addressed to the Superintendent of Schools. The request shall disclose the general purpose
13 for the leave in sufficient terms to establish compliance with the conditions noted in
14 Section 7.1.2.1. A completed request shall be submitted to the Superintendent as soon as
15 possible after the employee discovers the need for the leave. The Superintendent shall notify
16 the employee of the determination within five (5) days of receipt of the application.
17

18 **Section 7.1.3.**

19 In the event an employee is absent for reasons covered by Industrial Insurance, the District shall pay
20 the employee an amount equal to the difference between the amount paid the employee by the
21 Department of Labor and Industries and the amount the employee would normally receive in sick
22 leave benefits. A deduction shall be made from the employee's accumulated sick leave in
23 accordance with the amount paid to the employee by the District.
24

25 **Section 7.1.4.**

26 Employees who have accrued sick leave while employed by another public school district in the
27 State of Washington shall be given credit for such accrued sick leave upon employment by the
28 District.
29

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

31 In January of the year following any year in which a minimum of sixty (60) days of leave for illness
32 or injury is accrued, and each January thereafter, any eligible employee may exercise an option to
33 receive remuneration for unused leave for illness and injury accumulated in the previous year at a
34 rate equal to one (1) day monetary compensation of the employee for each four (4) full days of
35 accrued leave for illness and injury in excess of sixty (60) days. Leave for illness or injury for which
36 compensation has been received shall be deducted from accrued leave for illness or injury at the rate
37 of four (4) days for every one (1) day monetary compensation.
38

39 **Section 7.1.6. Leave Sharing.**

40 Employees may donate annual leave or sick leave to a fellow employee who is suffering from or has
41 a relative or household member suffering from an extraordinary or severe illness, injury, impairment,
42 or physical or mental condition which has caused or is likely to cause the employee to take leave
43 without pay or terminate employment. Any such donation of annual or sick leave shall be subject to
44 the terms and limitations of law.
45
46
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Section 7.1.7. Conversion of Illness, Injury and Emergency Leave Upon Retirement or Death.

An eligible employee who retires, dies, or otherwise separates from District employment may elect to convert accumulated unused Illness, Injury and Emergency Leave days to monetary compensation at the rate of twenty-five percent (25%) of the employee's fulltime daily rate of compensation at the time of termination of employment for each full day of such eligible leave. Eligible employees include those who separate from employment and are at least fifty-five (55) years old with at least ten (10) years of service under Plan 2 and those who separate from employment and are at least fifty-five (55) years old with at least fifteen (15) years of service under Plan 3. All such conversion shall be subject to the terms and limitations of law.

Section 7.2. Leave for Bereavement.

Each employee shall be entitled to a maximum of five (5) days leave per incident with pay, for absence caused by death to an employee's child, spouse, partner, parent, step-parent, grandparent, grandchild, sibling, parent-in-law, or other District approved person. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is non-cumulative. Prior notification of absence shall be given to the District. The District reserves the right to require acceptable verification for the death and the time required for the leave. The Superintendent may grant additional days leave with pay out of employee's accrued sick leave to employees who may experience extenuating circumstances under this provision.

Section 7.2.1. Family Leave.

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

Section 7.2.2. Paid Family and Medical Leave.

Employee eligibility for Paid Family and Medical Leave (PFML) is determined by state law. Qualifying events for PFML benefits are evaluated by the Washington State Employment Security Department (ESD) upon employee application to the ESD.

The District will not require an employee to use other leave before using PFML leave. If paid leave is used concurrently with PFML, it will be considered a Supplemental Benefit. Such paid leave may only be used to make up the difference between the employee's regular wages and the benefits paid by PFML from the Employment Security Department. Employees seeking to use accrued leave as a Supplemental Benefit will be expected to provide verification to the District of the amount of PFML benefits received from the ESD.

Section 7.3. Maternity Leave.

The District shall allow leave of absence without pay to an employee for purposes of maternity. The employee shall have the option of utilizing Section 7.1 (sick leave) herein, for the time they are sick or

temporarily disabled because of pregnancy or childbirth. Employees granted maternity leave must return to work not later than one (1) year following the granting of maternity leave providing that medical evidence from the physician may be used to extend such leave until the employee is certified physically able to return. Before returning to work, the employee must be certified by their physician as ready and able to return.

Section 7.4. Parental Leave.

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

Section 7.5. Judicial Leave.

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

Section 7.6. Personal Leave.

Employees shall be eligible for three (3) days of compensated personal leave each school year. By June 30 of each year, employees with unused personal leave shall roll over a maximum of two (2) personal days, reflected on their September leave balances. Should an employee's personal leave balance exceed two (2) days carried over by June 30 of any given year, the excess leave shall be automatically cashed out at the substitute rate of pay for the employee's position, payable on the August paycheck. The District shall issue written notice to all employees prior to May 1 reminding them of personal carryover and cashout policy and the procedures, therefore.

Section 7.6.1.

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

Section 7.6.2. Three One-Half (½) Day Personal Days (Limited Use Only).

Three and one-half (3½) personal days are available to each staff member in the unit, prorated on the employee's typical hours per day (ex: 6.50 daily hours would be 3.25 personal hours available); one-half (½) day is to be utilized for the Wednesday before Thanksgiving, one-half day (½) is to be utilized for the workday preceding Memorial Day. An additional one-half (½) day on the last day of school will be provided to the paraeducators. All other Union members shall utilize said additional half day during their working days with their supervisor's approval. If employees' normal work assignment/schedule does not permit use on those specific days, the employee must arrange alternate half (½) days with their supervisor. The three (3) one-half (½) day personal days are non-cumulative nor available for cash-out and must be utilized in the school year earned.

Section 7.7. Leave of Absence.

Section 7.7.1. Leave Without Pay/Unpaid Leave.

Upon recommendation of the immediate supervisor and the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to

exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted. Unpaid leaves of absence may be granted for the following reasons:

- A. Study or research as demonstrated by a transcript or educational plan.
- B. Health or medical reasons, including but not limited to, Maternity/Paternity/Adoption leave as referenced in Section 7.2.1. through 7.4.
- C. Special situations, including a leave extension up to an additional year, as recommended by the Superintendent in consultation with the immediate supervisor and Union leadership.

Section 7.7.2.

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

Section 7.7.3.

In the event an employee returning from leave of absence creates a surplus of employees in the concerned general job classification, the District may reduce personnel levels in accordance with Article VIII herein.

Section 7.7.4.

The employee on leave of absence will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue.

Section 7.8.

Union leave up to ten (10) days per year, will be granted to PSE of San Juan members selected by the Union to attend meetings scheduled by the State organization. In addition, the Union Chapter President will be granted up to three (3) days leave annually to conduct Union business. Except in the case of Union leave required to attend meetings with the District, the Union agrees to reimburse the District for the substitute's salary if a substitute is hired to replace a member on Union leave.

Section 7.9. Leave Without Pay.

Principals may grant unpaid leave requests (for non-medical purposes) from classified employees under the following conditions:

- A. The leave request must not compromise the quality of student programs or other District business.
- B. Personal leave day allocations must be used first.
- C. The leave request must not exceed two (2) consecutive workdays.
- D. A qualified substitute, approved by the supervisor, must be identified.
- E. No more than two (2) such requests may be made or granted in one (1) school year.
- F. Request in excess of two (2) consecutive days are discouraged and must be approved by the Superintendent.

Section 7.10. Student Incident Leave.

In the case of a physical injury to a staff member from a physical incident from a student, the employee shall file an incident report with the District and may make a claim for industrial insurance. Up to three (3) days of paid administrative leave per year may be provided to the employee if the industrial insurance claim is validated.

ARTICLE VIII

PROBATIONARY HIRES, SENIORITY AND LAYOFF PROCEDURES

Section 8.1.

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

Section 8.1.1. Substitutes Who Become Employees.

The seniority of a substitute who meets the criteria in Section 1.4.2 shall be established when the substitute fulfills the criteria. These substitutes shall accrue seniority on the basis of one (1) day of seniority for each four (4) hours of work commencing after the referred one hundred and twenty (120) hours. The seniority of such substitute shall be expressed as the number of days (average of four (4) hours per day) worked and may be utilized for jobs posted under Section 8.8. Once an employee has qualified under this provision, the employee does not have to re-qualify in succeeding years. If a substitute is hired as a regular employee, all "seniority days" of work accumulated as a substitute shall be used to determine an employee's hire date. In other words, if a substitute was hired as a regular employee and that employee had worked one hundred (100) hours (25 substitute seniority days) after the first one hundred and twenty (120) hours, that employee's hire date would be twenty five (25) working days before the employee was hired as a regular employee.

Section 8.2.

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

Section 8.3.

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

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

1 **Section 8.4. Seniority Rights.**

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

- 4
- 5 A. Time lost by reason of industrial accident, industrial illness as a result of employment by the
 - 6 District
 - 7 B. Time on leave of absence for the purpose of serving in the Armed Forces of the United States
 - 8 C. Time spent on other authorized leaves as referenced in Section 7.7.4. or
 - 9 D. Time spent in layoff status as hereinafter provided
- 10

11 **Section 8.5.**

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

14

15 **Section 8.6. Application of Seniority.**

16

17 **Section 8.6.1.**

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

20

21 **Section 8.6.2.**

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

29

30 **Section 8.6.3.**

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

34

35 **Section 8.7.**

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

40

41 **Section 8.8.**

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

48

Section 8.8.1.

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

Section 8.8.2

If an employee has been interviewed within the past year for a role in the same position title, or has held the same or a similar role for over a year, the employee can opt to forgo the interview process with the understanding that their work performance and previous interview would sufficiently capture the qualifications and skill set they possess, and provide enough information for the hiring committee to determine if the candidate would be a good fit for the role. The District reserves the right to require the employee to participate in the interview process.

Section 8.9.

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

Section 8.10.

Employees on layoff status shall file their addresses in writing with the Personnel Office of the District and shall thereafter promptly advise the District in writing of any change of address.

Section 8.11. Rights to Re-Employment.

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

Section 8.12.

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

ARTICLE IX

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 9.1.

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public. Should the District have reason to discipline an employee, the District will present the employee with a copy of the disciplinary action and request that the employee sign it in order to acknowledge receipt.

1 **Section 9.1.1. Progressive Discipline.**

2 The District may exercise its right and obligation to impose discipline in instances where just cause
3 exists. In all cases where discipline is necessary, the District will abide by progressive discipline.
4 Progressive discipline shall include, but not be limited to, the following steps:

- 5
6 A. Verbal Warning
7 B. Written Letter of Reprimand
8 C. Suspension Without Pay
9 D. Termination
10

11 **Section 9.1.2. Representation at Disciplinary Meetings.**

12 An employee shall be entitled to have present a representative of the Association during any meeting
13 which might reasonably be expected to lead to disciplinary action and/or at any meeting in which
14 discipline is imposed. The District, acting through a supervisor, shall advise an employee when there
15 is knowledge that disciplinary action will or may take place. When a request for such representation
16 is made, no meeting shall continue, nor shall any action be taken with respect to the employee, until
17 such representative of the Association has reasonable opportunity to be present.
18

19 **Section 9.2.**

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

23 **Section 9.3.**

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

27 **Section 9.3.1.**

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

32 **ARTICLE X**

33 **INSURANCE AND RETIREMENT**
34
35
36

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

38 The District shall provide basic and optional health benefits through the School Employees Benefits Board
39 (SEBB) under the rules and regulations adopted by the SEBB. This information is subject to change by the
40 state, and this section will be construed consistently with SEBB rules, guidance and state laws. Any disputes
41 on SEBB eligibility shall be addressed through the procedures set by the SEBB appeals board not through
42 the grievance procedures of this Agreement. Enrollment for SEBB benefits will be processed through the
43 HCA's online portal.
44
45
46
47
48

1 **Section 10.1.1.**

2 The District will pay the full portion of the employer contribution required by the Health Care
3 Authority (HCA) for those employees who meet the eligibility requirements. Employee premiums
4 for all eligible mandatory and optional benefits offered by SEBB will be deducted through payroll
5 and will be paid to the HCA by the District.
6

7 **Section 10.1.2.**

8 If the Washington State Legislature or Health Care Authority changes the SEBB provisions to allow
9 for changes in employer contributions toward elective benefits or changes in medical coverage either
10 party can reopen for negotiation over the changes to the extent allowed by law. This section will be
11 construed consistently with state laws and SEBB guidelines.
12

13 **Section 10.1.3.**

14 The District agrees to provide timely information about SEBB insurance plans to eligible employees
15 during the school year (as required or recommended by SEBB) and at each open enrollment period.
16 In determining whether an employee subject to this Agreement is eligible for participation in the
17 Washington State Public School Employees' Retirement System, the District shall report all hours
18 worked, whether straight time, overtime or otherwise.
19

20 **Section 10.2.**

21 The District shall provide tort liability coverage for all employees acting within the scope of their
22 employment.
23

24 **Section 10.2.1.**

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

- 27
- 28 A. provide a procedure for reporting possible exposure
 - 29 B. provide for adequate testing if the procedure is not covered by District medical insurance
 - 30 C. provide for appropriate inoculation
 - 31 D. provide necessary equipment to maintain personal safety
- 32

33 **Section 10.3.**

34 The District shall make required contributions for State Industrial Insurance on behalf of all employees
35 subject to this Agreement.
36

37 **Section 10.4.**

38 In determining whether an employee subject to this Agreement is eligible for participation in the
39 Washington State Public Employees' Retirement System, the District shall report all hours worked, whether
40 straight time, overtime, or otherwise.
41

42 **Section 10.5.**

43 All employees subject to this Agreement shall be entitled to participate in tax shelter annuity plans and a
44 SEBB sponsored Section 125 Plan of the Federal Income Tax Code. On receipt of written authorization by
45 an employee, the District shall make the requisite withholding adjustments and deductions from the
46 employee's salary.
47

1 **Section 10.6. VEBA III.**

2 The parties mutually agree that VEBA III shall be available to members of the bargaining unit. The Union
3 will notify the District by November 1 of each year as to whether or not the group wishes to participate in
4 VEBA III.
5
6
7

8 **ARTICLE XI**

9
10 **UNION MEMBERSHIP AND CHECKOFF**
11

12 **Section 11.1. Membership.**

13 The District and the Union understand that at the center of our labor management relationship is the shared
14 interest in providing the best services to the public. Therefore, it is the expectation of both the Union and the
15 District that the District representatives shall remain neutral on the issue of Union membership and respect
16 all employee's decisions to join and maintain membership in their exclusive professional advocacy
17 organization, PSE/SEIU1948 pursuant to RCW 41.56.140. All bargaining unit employees shall have the
18 option of joining and maintaining membership in the Union upon employment with the District.
19

20 **Section 11.2. Membership Rescission.**

21 Union members requesting to rescind membership and membership rights in their exclusive professional
22 advocacy organization shall make such request in writing to the Union at PSE/SEIU1948 at PO Box 798
23 Auburn, WA 98071-0798, following the constitution and bylaws, and any and all relevant conditions,
24 policies and procedures. Providing such conditions have been met, the Union shall inform the District of the
25 employee's non-member status consistent with the notification section 11.3.
26

27 **Section 11.3. New Hire Notification.**

28 The District shall notify the local Union President and Membership Officer of all new hires within one (1)
29 working day of their hire date, including name, home mailing address, job title, work email, personal email,
30 work location and hire date.
31

32 **Section 11.3.1.**

33 The District will provide the Union reasonable access to new employees of the bargaining unit for
34 the purposes of presenting information about their exclusive bargaining representative to the new
35 employee. The presentation may occur during a new hire orientation provided by the District, or at
36 another time mutually agreed to by the District and Union. No employee may be mandated to attend
37 the meetings or presentations by the Union.
38

39 "Reasonable access" for the purposes of this section means: (a) The access to the new employee
40 occurs within twenty (20) days of the employee's start date within the bargaining unit; (b) The access
41 is for thirty (30) minutes; and (c) The access occurs during the new employee's workday at the
42 employee's regular worksite, or at a location mutually agreed to by the District and Union; (d) one
43 (1) assigned Union representative will be provided paid time to make this presentation. Such access
44 will be exclusively for access by Union representative to new employees and not part of some other
45 activity.
46
47
48

1 **Section 11.4. Dues and Checkoff.**

2 The Union shall provide the District with a full and complete list of bargaining unit employees who are
3 current members of the Union and shall provide updates, additions, and/ or other changes in membership
4 status to the District upon request. The District agrees to accept dues authorizations via email or by E-
5 signature in accordance with “E-SIGN”. The Union will be the custodian of the records related to all
6 authorizations. The Union agrees that, as the custodian of the records, it has the responsibility to ensure the
7 accuracy and safe-keeping of those records. The District shall deduct Union dues from the pay of any
8 employee who authorizes such deductions pursuant to RCW 41.56.110. The District shall transmit all such
9 funds deducted to the Treasurer of Public School Employees of Washington/SEIU 1948 on a monthly basis.
10

11 **Section 11.5. COPE – Political Action Committee.**

12 The District shall, upon receipt of a written authorization or voice emailed authorization form that conforms
13 to legal requirements, deduct from the pay of such bargaining unit employee, the amount of contribution the
14 employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union
15 on a check separate from the Union dues transmittal check. The Union shall be responsible for drafting a
16 mutually acceptable written authorization form and collecting and furnishing the same to the District for any
17 interested employee. Section 11.6. of the Collective Bargaining Agreement shall apply to these deductions.
18 The employee may revoke the request at any time. At least annually, the employee shall be notified by the
19 PSE/Union State Office about the right to revoke the request. The District shall not be obligated to make
20 deductions of any kind under this Section 11 when the deduction would cause the employee’s pay to drop
21 below the current federal or state minimum hourly wage requirement. Once any funds are remitted to the
22 Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
23

24 **Section 11.6. Indemnify and Hold Harmless.**

25 The Association will indemnify, defend and hold the district harmless against any claims made, and any suit
26 instituted against the District on account of any checkoff of Union dues requirement that employees pay
27 membership or voluntary political contributions.
28
29

30 **Section 11.7. Member Lists.**

31 Within twenty-one (21) business days from an employee’s hire date, the District will provide a digital file to
32 the Union’s designated portal containing all employee information retained in the employer’s records.
33 Separately, every one hundred twenty (120) business days, for all employees covered under the Union
34 collective bargaining unit, the District will provide a digital file to the Union’s designated portal containing
35 all employee information retained in the employer’s records. The information reported will include:
36

- 37 • The employee's name and date of hire
 - 38 • The employee's contact information, including:
 - 39 • Cellular, home, and work telephone numbers.
 - 40 • Work and home email address and personal mailing address.
 - 41 • The employee's job title
 - 42 • Rate of pay for contracted work performed under collective bargaining agreement.
 - 43 • Primary work site location or duty station.
 - 44 • Annual Salary
- 45

46 The employer will stay in compliance with all applicable laws relating to employee information.
47

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 Union's contractual rights, the Union.
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 workdays.

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 Union) 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 Union. The employee may be accompanied by a Union representative at this and any subsequent meetings or steps. The written grievance shall contain the following:

- A statement of the alleged grievance including the facts upon which the grievance is based
- Referenced to the specific terms of the Agreement which have been allegedly violated; and

- Remedy sought
- The immediate supervisor will inform the employee and the Union in writing of the disposition of the grievance within ten (10) days of receipt of the grievance

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

Individual Grievance.

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

Union Grievance.

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

Step 4. Arbitration.

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

1. Written notice of a request for arbitration shall be made to the Superintendent within twenty (20) days of receipt of the disposition letter at Step 3.
2. Arbitration shall be limited to issues(s) involving the interpretation or application of specific terms of this Agreement.
3. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of paragraph (4) below shall apply to the selection of an arbiter.
4. In the event an arbiter is not agreed upon as provided in paragraph (3) above, the parties shall jointly request the American Arbitration Union to submit a panel of nine (9) arbiters who reside and practice in Washington or Oregon. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the nine (9) arbiters is received, the parties shall each independently strike from the list those unacceptable arbiters and shall rank, in order of preference, the remaining arbiters. The parties shall then meet and compare their lists. From among the mutually acceptable arbiters, the one with the lowest combined preference number shall be the arbiter. In the event of a tie between two (2) or more arbiters, a single arbiter shall be chosen by lot. In the event there are no mutually acceptable arbiters on the panel, the parties, in turn, shall have the right to strike a name

from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot. In the event either party is dissatisfied with the credentials of the arbiters whose names are on the first panel offered by the American Arbitration Association, such party can summarily reject that panel and insist on a second panel. Selection must be made from the second panel.

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

- The arbiter, once appointed, will inform the parties as to the procedures which will be followed.
- The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena, if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.
- The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decision shall be final and binding on both parties.
- The arbiter shall rule only on the basis of information presented at the hearing and shall refuse to receive any information after the hearing except by mutual agreement.
- Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance.
- Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- The District and the Union will share equally in the costs of the arbiter, including necessary expenses.
- The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (½) of the stenographic cost.
- Binding Effect of Award: All decisions arrived at under the provisions of this Article by the representatives of the District and the Union at Steps 1, 2 and 3, or by the arbiter, shall be final and binding upon both parties; provided, however, that in arriving at such decision, neither of the parties or the arbiter shall have the authority to alter this Agreement in whole or in part.
- Limits of the Arbiter: The arbiter cannot order the District to take action contrary to the law.
- No Duty to Maintain Status Quo: The District has no duty to maintain the status quo or to restore the status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.
- Freedom from Reprisal: There will be no reprisals against the grievant or others as a result of their participation in this process.

ARTICLE XIII

EVALUATIONS

Section 13.1. Performance Evaluation: Standard for Evaluation.

An annual evaluation shall be made only upon a review of employee performance of duties specified in the latest job description on file with the District and the Union Chapter President. Job descriptions will be reviewed annually except that other changes may occur during the remainder of the year when unforeseen changes, personnel changes, and new positions alter the definition of a job. No employee will be evaluated on a changed job description until a minimum of sixty (60) days have elapsed since a revised description was given the employee and the Union Chapter President. Any formal evaluation completed during the interim sixty (60) day period shall be predicated upon the original job description.

Section 13.1.1. Evaluation Criteria.

The following criteria will be used in the evaluation:

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

Section 13.1.2.

Improvement of sub-standard performance. The supervisor will thoroughly describe all job-related problems to provide examples and specific descriptions of problem areas. In addition to a clear explanation of the problem the supervisor will fully explain:

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

Section 13.1.3. Evaluation Format.

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

Section 13.1.4. Review of Evaluations.

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

Section 13.1.5. Review of Position Descriptions.

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

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 (1) additional regular workday 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 Professional Development: Compensation and Compliance.

During the 2017 Legislative session, the Paraeducator Board was created and tasked to adopt paraeducator minimum employment requirements; establish general, subject matter and advanced paraeducator certificates; and make recommendations for a paraeducator career path. As a result, the certificate program was created. This professional development will help ensure paraeducators are provided the training they need to be an effective educational partner. The District will comply with the requirements set forth by the Paraeducator Board. Paraeducators are anticipated to complete this training and will be compensated at their regular hourly rate. Individuals whose assignment does not permit them to complete this training during their work hours may, with authorization from their administrator, complete the training outside of their workday, on site. When an employee is required to complete training outside of the workday, they shall be paid at the employee's current rate of pay, or the overtime rate, if applicable. Failure to comply with the State's training requirement may result in ineligibility to begin the subsequent year on the first day of school. Should the requirements change, we will follow State guidelines.

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 paycheck.

Section 15.1.1.

In those years in which the Gregorian calendar contains more than two hundred sixty (260) workdays, these "extra" days will not result in an additional workday for year round 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 15 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 hires within five (5) days of hiring of the availability and information concerning available insurance plans in the District.

Section 15.8.

The District will pass through any State funded salary or cost of living increase to all bargaining unit members including Non-BEA funded positions. Salary increase funds, if any, will be applied on a percentage basis to all steps on Schedule A. Employees hired on or before February 29 will receive one (1) year work experience for the following school year.

Section 15.9. Twelve (12) Month Payment.

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

Section 15.10. Job Classification Change.

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

Section 15.11.

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

Section 15.12.

All wage calculations shall be subject to standard rounding procedures.

ARTICLE XVI

TERM AND SEPARABILITY OF PROVISIONS

Section 16.1.

The duration of this agreement shall be September 1, 2025 to August 31, 2028. Schedule A for the 2025-2026 school year is attached to this Agreement.

For the 2026-2027 school year, the base wage rate on the salary schedule shall be adjusted by the state-funded inflationary adjustment for classified employees, plus an additional one and one half percent (1.5%).

For the 2027-2028 school year, the base wage rate on the salary schedule will be adjusted by the state-funded inflationary adjustment for classified employees, plus an additional one and one half percent (1.5%), or four percent (4%), whichever is greater.

Substitute Rates shall be increased by the IPD from 2024-2025 rates each year and for the duration of the agreement.

Effective September 1, 2025, the vacation schedule for less than year round employees was rolled into the salary schedule.

Section 16.1.1.

Any employee who works an average of four (4) hours per day or more is eligible to earn one (1) additional day of pay to receive training related to educational technology. The training will be

determined and provided by the District. Employees who complete the technology training shall document these training hours on a timesheet.

Section 16.2.

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

Section 16.3.

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

Section 16.4.

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

Section 16.5.

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

Section 16.6.

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 16.3.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

SAN JUAN ISLAND CHAPTER, #822

SAN JUAN ISLAND SCHOOL DISTRICT #149

BY: W. Cumming
Bill Cumming, Chapter President

BY: Fred Woods
Fred Woods, Superintendent

DATE: 10-7-2025

DATE: 10-06-2025



SAN JUAN ISLAND SCHOOL DISTRICT #149
PSE SAN JUAN CHAPTER #822
- SCHEDULE A -
Effective: September 1, 2025 thru August 31, 2026

	Lane	Sub Rate	1	2	3	4	5	6	7	8	10	12	14	16	18	20	22
Kitchen Assistant/Dishwasher	1	19.05	20.34	20.54	20.75	20.95	21.16	21.37	21.59	22.02	22.46	22.91	23.37	23.84	24.31	24.80	25.29
Assistant Cook	2	22.07	23.55	23.79	24.03	24.27	24.51	24.75	25.00	25.50	26.01	26.53	27.06	27.60	28.16	28.72	29.29
Cook	3	23.92	25.53	25.79	26.05	26.31	26.57	26.84	27.10	27.65	28.20	28.76	29.34	29.93	30.52	31.13	31.76
Sous Chef	4	26.25	28.02	28.30	28.58	28.87	29.15	29.45	29.74	30.34	30.94	31.56	32.19	32.84	33.49	34.16	34.85
Custodian	5a	27.11	27.57	27.85	28.13	28.41	28.69	28.98	29.27	29.86	30.45	31.06	31.68	32.32	32.96	33.62	34.30
Secretary	5	27.11	28.72	29.01	29.30	29.59	29.89	30.19	30.49	31.10	31.72	32.36	33.00	33.66	34.34	35.02	35.72
Paraeducator	5	27.11	28.72	29.01	29.30	29.59	29.89	30.19	30.49	31.10	31.72	32.36	33.00	33.66	34.34	35.02	35.72
Building Engineer - ES	6a	29.01	29.30	29.80	30.09	30.39	30.70	31.00	31.31	31.84	32.58	33.23	33.90	34.57	35.27	35.97	36.96
Office Manager - ES, MS	6	29.01	30.73	31.04	31.35	31.66	31.98	32.30	32.62	33.28	33.94	34.62	35.31	36.02	36.74	37.47	38.22
Help Desk Technician	6	29.01	30.73	31.04	31.35	31.66	31.98	32.30	32.62	33.28	33.94	34.62	35.31	36.02	36.74	37.47	38.22
Bus Driver	7	30.74	32.57	32.90	33.23	33.56	33.89	33.90	34.57	35.26	35.97	36.69	37.42	38.17	38.93	39.71	40.51
Building Engineer - MS/HS	8a	33.21	33.78	34.12	34.46	34.80	35.15	35.50	35.86	36.58	37.31	38.06	38.81	39.59	40.38	41.19	42.01
Office Manager/Registrar - HS	8	33.21	35.18	35.54	35.89	36.25	36.61	36.98	37.35	38.10	38.86	39.64	40.43	41.24	42.06	42.90	43.76
Office Manager/CEDARS - GB	8	33.21	35.18	35.54	35.89	36.25	36.61	36.98	37.35	38.10	38.86	39.64	40.43	41.24	42.06	42.90	43.76
PIP Coordinator	8	33.21	35.18	35.54	35.89	36.25	36.61	36.98	37.35	38.10	38.86	39.64	40.43	41.24	42.06	42.90	43.76
Library	8	33.21	35.18	35.54	35.89	36.25	36.61	36.98	37.35	38.10	38.86	39.64	40.43	41.24	42.06	42.90	43.76
Maintenance Technician	9a	39.81	40.49	40.90	41.30	41.72	42.13	42.56	42.98	43.84	44.72	45.61	46.52	47.46	48.40	49.37	50.36
IT Services Lead	9	39.81	42.18	42.60	43.03	43.46	43.89	44.33	44.77	45.67	46.58	47.51	48.46	49.43	50.42	51.43	52.46