

COLLECTIVE BARGAINING AGREEMENT BETWEEN

SAN JUAN ISLAND SCHOOL DISTRICT #149

AND

PUBLIC SCHOOL EMPLOYEES OF SAN JUAN ISLAND, #822

SEPTEMBER 1, 2020 - AUGUST 31, 2022



Public School Employees of Washington / SEIU Local 1948

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TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER	2
ARTICLE III RIGHTS AND RESPONSIBILITIES OF EMPLOYEES	3
ARTICLE IV RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION	4
ARTICLE V HOURS OF WORK AND OVERTIME	6
ARTICLE VI HOLIDAYS AND VACATIONS	12
ARTICLE VII LEAVES	14
ARTICLE VIII PROBATIONARY HIRES, SENIORITY AND LAYOFF PROCEDURES	19
ARTICLE IX DISCIPLINE AND DISCHARGE OF EMPLOYEES	21
ARTICLE X INSURANCE AND RETIREMENT	22
ARTICLE XI ASSOCIATION MEMBERSHIP AND CHECKOFF	24
ARTICLE XII GRIEVANCE PROCEDURE	25
ARTICLE XIII EVALUATIONS	28
ARTICLE XIV PROFESSIONAL DEVELOPMENT	29
ARTICLE XV SALARIES AND EMPLOYEE COMPENSATION	30
ARTICLE XVI TERM AND SEPARABILITY OF PROVISIONS	32
SIGNATURE PAGE	33
SCHEDULE A (2020-2021)	34
MEMORANDUM OF UNDERSTANDING – Chef	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
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P R E A M B L E

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

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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

Section 1.2.

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

Section 1.3.

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

Section 1.3.1.

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

Section 1.4.

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



1 **Section 1.4.1.**

2 Substitute employees who work longer than thirty (30) consecutive days in a general job
3 classification shall be subject to all terms and conditions of this Collective Bargaining Agreement
4 except Article IX. Substitute employees in this category shall accumulate one (1) hour of illness
5 and injury leave for each twenty-one and sixty-seven hundredths (21.67) hours worked and may
6 utilize these hours for illness and/or injury that prevents them from performing their assignment.
7 A 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
11 September 1st and August 31st annually and continue to be available for work shall be included
12 within the bargaining unit but subject only to Section 8.1.1 of the Collective Bargaining
13 Agreement. The wage of a substitute who qualifies under this section shall be Step 1 of the
14 appropriate position as enumerated on Schedule A.

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18 **ARTICLE II**

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20 **RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER**

21
22 **Section 2.1.**

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

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

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

44
45 **Section 2.1.1.**

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



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

10 RIGHTS AND RESPONSIBILITIES OF EMPLOYEES

11 **Section 3.1.**

12 It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise
13 of the option, freely and without fear of penalty or reprisal, to join and assist the Association. The
14 freedom of such employees to assist the Association shall be recognized as extending to participation in
15 the management of the Association.
16
17

18 **Section 3.2.**

19 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
20 Association representatives and/or appropriate officials of the District.
21
22

23 **Section 3.3.**

24 Employees subject to this Agreement shall have the right to have a Public School Employees of San
25 Juan Island School District (PSE/SJ) member present at discussions between themselves and supervisors
26 or other representatives of the District as provided in Section 3.2 and Article XII herein. The supervisor
27 shall advise the employee of his/her right for representation during disciplinary conferences.
28

29 **Section 3.4.**

30 Neither the District, nor the Association, shall discriminate against any employee subject to this
31 Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical
32 handicap with respect to a position, the duties of which may be performed efficiently by an individual
33 without danger to the health or safety of the physically handicapped person or others.
34

35 **Section 3.5.**

36 Employees will be given a copy of all material added to the central office personnel file at the time such
37 material is added to the file. Each employee will have the right, upon request to the Superintendent's
38 secretary, to schedule an appointment to review the contents of his or her personnel file. Employees
39 may request, in writing, to the superintendent, the removal of disciplinary or derogatory material from
40 the employees' personnel file.
41

42 An employee may obtain copies of the documents made available under this section. Except to the
43 extent required by the Public Records Act, no record, file or document pertaining to an employee will be
44 made available to any unauthorized person for photocopy or inspection.
45

46 Employees shall have the right to respond in writing to all additions in the personnel file. Such
47 responses shall be made a part of the file.
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ARTICLE IV

RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

Section 4.1.

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

Section 4.2.

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

Section 4.3.

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

Section 4.4.

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

Section 4.5. Consultation.

Section 4.5.1.

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

Section 4.5.2.

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

Section 4.5.3.

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



1 **Section 4.5.4.**

2 Conference Committee Members will be released from work without loss of pay to attend
3 meetings with the District. Such employees shall first obtain permission from their immediate
4 supervisor to leave work. The supervisor's permission in these instances will normally be
5 granted. The employees will promptly return to work and report their return to their supervisors.
6

7 **Section 4.5.5.**

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

15 **Section 4.5.6.**

16 The parties may formalize any mutually acceptable result ensuing from consultation in the form
17 of a Letter of Agreement subject to formal adoption by the School Board and the Association.
18

19 **Section 4.6. Association Representation.**

20
21 **Section 4.6.1.**

22 Association representatives may receive and investigate complaints or grievances of employees
23 and thereafter advise employees of rights and procedures outlined in this Agreement and
24 applicable regulations or legislation for resolving the grievances or complaints.
25

26 **Section 4.6.2.**

27 The Association may not continue to advise the employees on courses of action after the
28 employee has indicated a desire not to pursue a complaint or grievance.
29

30 **Section 4.6.3.**

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

38 **Section 4.7. No Strike Agreement.**

39 The Association affirms that neither the Association nor any of its agents or members will initiate, assist,
40 or participate in any strike, work stoppage, work slowdown, picketing, or any other restriction of work.
41 Employees in the bargaining unit, while acting in the course of their employment, shall not honor any
42 picket line established by any labor organization. Any employee engaged in violation of this section
43 shall be subject to disciplinary action, including discharge, at the discretion of the District. In the event
44 of a strike by any other labor organization, the District shall notify each employee required to report to
45 their normal work station. Employees not so notified shall not be required to report to work. The
46 District shall make every reasonable effort to maintain order and protect those employees directed to
47 report to work from unlawful acts committed by any other person at the work site.
48



1 **Section 4.8. Bulletin Boards.**

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

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

11 The District invites up to two PSE representatives on the District calendar committee, chosen by the
12 Chapter President.
13

14 The District will identify for PSE members those days that are paid and not paid by providing an annual
15 calendar of work for employees.
16
17
18

19 **ARTICLE V**

20 **HOURS OF WORK AND OVERTIME**
21
22

23 **Section 5.1.**

24 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
25 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee
26 to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest;
27 except as provided in Section 5.11 of this Article.
28

29 **Section 5.2.**

30 Each employee shall be assigned to a definite and regular shift, workweek and work hours, which shall
31 not be changed without prior notice to the employee of ten (10) working days, except in the cases of
32 emergency. Such notification shall be in writing. Incidental work schedule changes, commonly known
33 as "Flex Time", may occur within a work week by mutual agreement of the employee and his/her
34 supervisor.
35

36 **Section 5.3.**

37 Shifts shall be established as first, second and third. First shift shall be defined as work beginning
38 between 5:00 A.M. and 11:59 A.M. Second shift shall be defined as work beginning between
39 12:00 noon and 9:59 P.M. Third shift shall be defined as work beginning between 10:00 P.M. and
40 4:59 A.M.
41

42 **Section 5.3.1. Breaks.**

43 Each full shift, which is defined as eight (8) hours, plus a minimum of thirty (30) minutes
44 uninterrupted unpaid lunch period as near the middle of the shift as practicable and two (2) rest
45 periods of fifteen (15) minutes each occurring as near the middle of each half shift as is
46 practicable. All employees will have their breaks built into their schedules by their supervisors
47 by September 30.
48



1 **Section 5.3.2.**

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

5
6 **Section 5.3.3.**

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

9
10 **Section 5.4. Employee Breaks.**

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

- 13
- 14 • One to less than three hours per day: no breaks;
- 15 • Three to five hours per day: one fifteen (15) minute break;
- 16 • More than five and up to seven hours per day: one fifteen (15) minute break and one thirty (30)
- 17 minute uninterrupted unpaid lunch break;
- 18 • More than seven hours per day: two fifteen (15) minute breaks and one thirty (30) minute
- 19 uninterrupted unpaid lunch break.

20
21 Unpaid Lunch periods shall be scheduled as near the middle of the shift as is practicable and breaks shall
22 occur as near the middle of each half shift as is practicable.

23
24 **Section 5.5.**

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

29
30 **Section 5.6.**

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

34
35 **Section 5.7.**

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

41
42 **Section 5.7.1.**

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



1 **Section 5.8. Transportation.**

2
3 **Section 5.8.1.**

4 Shifts shall be established according to regularly assigned scheduled routes and driving times;
5 provided that all bus drivers shall be paid to work an additional thirty (30) minutes per day for
6 the purpose of bus cleanup, record keeping, and bus warm-up. If there are thirty (30) minutes or
7 less between driving assignments, the hourly rate shall continue uninterrupted.
8

9 **Section 5.8.2.**

10 Drivers will be paid for all District scheduled staff meetings.
11

12 **Section 5.8.3.**

13 Drivers shall receive a minimum of two (2) hours pay for each special duty call. A special duty
14 call is defined as any work other than a normal work shift and work day.
15

16 **Section 5.8.4.**

17 Extra trips are defined as all trips other than those supporting the daily instructional schedule
18 (regularly assigned scheduled routes). Extra trips will be assigned and compensated in
19 accordance with Section 5.8.5 through 5.8.8.
20

21 **Section 5.8.5.**

22 Drivers for extra trips with more than sixteen (16) students shall be first selected from the
23 members of the Transportation unit expressing a desire to be considered for such runs except as
24 provided in Section 5.8.9 herein. The District shall equally apportion extra trips among those
25 drivers. The District may bypass those drivers whose work hours will exceed forty (40) hours
26 per workweek.
27

28 **Section 5.8.6.**

29 Extra trips on San Juan Island: Drivers shall be compensated at their regular hourly rate subject
30 to Sections 5.10, 5.10.1, 5.10.2, 5.10.3 and 5.10.4 for the duration of the extra trip.
31

32 **Section 5.8.7.**

33 Bus drivers present special overtime problems in an island school district which depends on
34 scheduled ferry service. The parties agree that hours for driving on off-island trips are exempt
35 from the eight (8) hours per day provision of Section 5.10.1, and the workweek provisions of
36 Sections 5.10.2 through 5.10.4 herein.
37

38 **Section 5.8.7.1.**

39 Bus drivers shall be compensated for all "on board" ferry time at the Federal minimum
40 wage rate or one-half (1/2) of their regular hourly rate; whichever is greater.
41

42 **Section 5.8.8.**

43 Extra trips other than San Juan Island: One day trips shall be compensated at the driver's regular
44 rate for the duration of the trip. Overnight trips shall be compensated at the driver's regular rate
45 for all hours of duty. (Duty is defined as all time the bus is the responsibility of the driver.) An
46 additional six (6) hours, at the current legal minimum wage or one-half (1/2) the driver's regular
47 hourly rate, whichever is greater, shall be paid for each overnight trip requiring overnight
48 accommodations.



1
2 **Section 5.8.8.1.**

3 On off-island one day trips, the driver's meals shall be paid by the District after a receipt
4 has been submitted.
5

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

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

- 9 A. The driver shall not be utilized on any trip transporting more than sixteen (16) passengers.
10 B. The driver shall meet requirements including a valid Washington State driver's license,
11 D.O.L. background check, D.O.T. physical, current First Aid Card and other requirements
12 as identified by the District.
13

14 **Section 5.8.10. Drug Testing.**

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

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

39 **Section 5.9.**

40 At all times District facilities are used, an appropriate classified employee may be on duty and
41 compensated at the appropriate rate. The High School food service area may not be used without such
42 an employee on duty. In the event that any school facility is not returned to a reasonable state of order
43 and/or cleanliness following a non-school activity, the District shall compensate, in accordance with this
44 Article, the appropriate employee for all hours of work required to return the facility to a reasonable
45 state of order and/or cleanliness.
46

1 **Section 5.10. Overtime.**

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

6
7 **Section 5.10.1.**

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

12
13 **Section 5.10.2.**

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

16
17 **Section 5.10.3.**

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

20
21 **Section 5.10.4.**

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

24
25 **Section 5.10.5.**

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

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

29
30 **Section 5.11. Four (4) Day, Ten (10) Hour Workweek.**

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

37
38 **Section 5.11.1.**

39 All hours worked on the fifth (5th) consecutive day by such employees shall be compensated at
40 the rate of one and one-half (1½) times the employee's base pay. All hours worked on the fifth
41 (5th) consecutive day in excess of eight (8) hours shall be compensated pursuant to Section
42 5.10.5 herein.

43
44 **Section 5.11.2.**

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

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Section 5.12.

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

Section 5.13.

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

Section 5.14.

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

Section 5.15.

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

Section 5.16. Payment for Committee Participation.

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

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

Section 5.17.

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

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

Compensatory time, in lieu of overtime pay, will be granted upon prior approval of the immediate supervisor, for all hours worked beyond forty (40) in any one week. Compensatory time, if granted, may be accrued to a maximum of five (5) work days. This accrued time must be utilized in the work year in which it is earned at a time which is mutually agreeable to the District and the employee. Compensatory time shall accrue at a rate of one and one-half (1-1/2) hours for each hour worked. The annual balance of remaining compensatory time will be paid to the employee on or before August 31st of each year.

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

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



1 time shall accrue at the employee's regular rate, or at the overtime rate as per Section 5.17. as
2 appropriate. The annual balance of remaining compensatory time will be paid to the employee
3 on or before August 31st of each year.
4
5
6

7 ARTICLE VI

8 HOLIDAYS AND VACATIONS

9 **Section 6.1. Holidays.**

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

- | | |
|----------------------------------|--------------------------------|
| 11 1. New Year's Day | 8. Labor Day |
| 12 2. Martin Luther King Day | 9. Thanksgiving Day |
| 13 3. Day before New Year's Day | 10. Day after Thanksgiving Day |
| 14 4. Presidents' Day | 11. Day before Christmas |
| 15 5. Last day of Spring Holiday | 12. Christmas Day |
| 16 6. Memorial Day | 13. Veterans' Day |
| 17 7. Independence Day | |

18 Labor Day shall be included for school year employees.
19
20
21

22 **Section 6.1.1. Unworked Holidays.**

23 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at
24 the time the holiday occurs. Employees who are on the active payroll on the holiday and have
25 worked either their last scheduled shift preceding the holiday or their first scheduled shift
26 succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such
27 unworked holiday. An exception to this requirement will occur if employees can furnish proof
28 satisfactory to the District that because of illness they were unable to work on either of such
29 shifts, and the absence previous to such holiday, by reason of such illness, has not been longer
30 than thirty (30) regular workdays.
31
32

33 **Section 6.1.2. Worked Holidays.**

34 Employees who are required to work on the above described holidays shall receive the pay due
35 them for the holiday, plus twice their base rate for all hours worked on such holidays.
36
37

38 **Section 6.1.3. Holidays During Vacation.**

39 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take
40 one extra day of vacation with pay in lieu of the holiday as such.
41

42 **Section 6.2. Vacations.**

43 All employees subject to this Agreement shall be credited with hours of vacation credit, based on regular
44 shift hours worked during the period September 1 to August 31. Such vacation credit shall be earned,
45 vested, and used as designated in this Article.
46

47 **Section 6.2.1.**

48 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.

Section 6.2.2.

All less than year-round employees shall earn vacation credits according to the following:

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

Section 6.2.3. Definitions.

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

Section 6.3. Use of Vacation Credit.

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

Section 6.3.1.

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

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

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

Section 6.3.2.

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

1 **Section 6.3.3.**

2 In computing the total vacation credit for any period of service, part of an hour will be
3 disregarded if less than one-half (½) hour; otherwise, it will be counted as a full hour.
4

5 **Section 6.3.4.**

6 All regular shift hours worked will be counted in the computation of vacation credit. For every
7 regular workday from which an employee is absent due to a holiday, or compensated leave, the
8 hours of the employee's normal work shift shall be credited as if worked.
9

10 **Section 6.3.5.**

11 Time on layoff and time on authorized leave of absence will be counted as continuous service for
12 the purpose of establishing and retaining hiring and seniority dates.
13

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

15 If an employee of another public school district within the State of Washington secures
16 employment with the San Juan Island School District, surpassing the ninety (90) day evaluation
17 period, continuing employment for no less than one year, and becomes a bona fide member of
18 the San Juan Island School District Public Service Employees Association, that employee shall
19 for purposes of vacation credit and salary schedule placement only (section 6.2.1 or 6.2.2 –
20 whichever applies, and Section 15.2/Schedule A) be granted experience equivalent to time
21 earned in a similar job classification in another public school district in the State of
22 Washington. Documentation for granting of experience shall be job classification verification
23 from the former school district.
24

25 Application of section 6.3.6 shall not have an ability to increase experience for seniority purposes
26 (section 8.1).
27
28
29

30 **ARTICLE VII**

31 **LEAVES**

32
33
34 **Section 7.1. Illness, Injury and Emergency Leave.**

35 Employees will receive twelve (12) days annual leave for illness, injury and emergency leave.
36 Employees working less than full time shall accrue sick leave on a pro rata basis. Maximum sick leave
37 accumulation and cash out will be in conformance with applicable statutes. The District shall project the
38 number of annual hours of sick leave at the beginning of the school year according to the estimated
39 calendar months the employee is to work during that year. If employment with the District terminates
40 and the employee has used more sick leave than earned, the District will be entitled to payment from the
41 employee in an amount equal to the unearned sick leave used by the employee. Sick leave benefits shall
42 be paid on the basis of the hourly rate applicable to the employee's normal daily work shifts; provided,
43 however, that should an employee's normal work shift increase or decrease subsequent to an
44 accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's
45 normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be
46 expended on an hourly rather than a daily basis.
47



1 **Section 7.1.1. Illness and Injury Leave.**

2
3 **Section 7.1.1.1.**

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

9
10 **Section 7.1.1.2.**

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

15
16 **Section 7.1.2. Emergency Leave.**

17
18 **Section 7.1.2.1.**

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

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

23
24 **Section 7.1.2.2.**

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

31
32 **Section 7.1.3.**

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

38
39 **Section 7.1.4.**

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

43
44 **Section 7.1.5. Sick Leave Attendance Incentive Program.**

45 In January of the year following any year in which a minimum of sixty (60) days of leave for
46 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
47 option to receive remuneration for unused leave for illness and injury accumulated in the
48 previous year at a rate equal to one (1) day monetary compensation of the employee for each four

1 (4) full days of accrued leave for illness and injury in excess of sixty (60) days. Leave for illness
2 or injury for which compensation has been received shall be deducted from accrued leave for
3 illness or injury at the rate of four (4) days for every one (1) day monetary compensation.
4

5 **Section 7.1.6. Leave Sharing.**

6 Employees may donate annual leave or sick leave to a fellow employee who is suffering from or
7 has a relative or household member suffering from an extraordinary or severe illness, injury,
8 impairment, or physical or mental condition which has caused or is likely to cause the employee
9 to take leave without pay or terminate employment. Any such donation of annual or sick leave
10 shall be subject to the terms and limitations of law.
11

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

14 An eligible employee who retires, dies, or otherwise separates from District employment may
15 elect to convert accumulated unused Illness, Injury and Emergency Leave days to monetary
16 compensation at the rate of 25% of the employee's fulltime daily rate of compensation at the
17 time of termination of employment for each full day of such eligible leave. Eligible employees
18 include those who separate from employment and are at least fifty-five years old with at least ten
19 years of service under Plan 2 and those who separate from employment and are at least fifty-five
20 years old with at least fifteen years of service under Plan 3. All such conversion shall be subject
21 to the terms and limitations of law.
22

23 **Section 7.2. Leave for Bereavement.**

24 Each employee shall be entitled to a maximum of five (5) days leave per incident with pay, for absence
25 caused by death to an employee's child, spouse, partner, parent, step-parent, grandparent, grandchild,
26 sibling, parent-in-law, or other District approved person. Such bereavement leave shall not be deducted
27 from sick leave. Bereavement leave is non-cumulative. Prior notification of absence shall be given to
28 the District. The District reserves the right to require acceptable verification for the death and the time
29 required for the leave. The Superintendent may grant additional days leave with pay out of employee's
30 accrued sick leave to employees who may experience extenuating circumstances under this provision.
31

32 **Section 7.2.1. Family Leave.**

33 In addition to any other leaves provided for elsewhere in this Agreement, upon the birth of a child,
34 the placement of a child with an employee for adoption or foster care, or for a serious health
35 condition of an employee or an employee's spouse, child or parent, each employee who has been
36 employed at least twelve (12) months and worked at least 850 hours during the previous twelve
37 (12) months is entitled to a maximum of twelve (12) weeks unpaid leave; provided, however, that
38 employees may substitute accrued vacation or other personal leave for leaves related to
39 birth/adoption/foster care of a child, and may use accrued sick leave to care for themselves or sick
40 family members as defined above. The employee must provide the employer with at least thirty
41 (30) days written notice for foreseeable leave for birth, adoption, and planned medical treatment.
42 During the leave, the employer will continue to pay the same portion of insurance premiums as
43 when the employee was working. Upon return from such leave, the employer will place the
44 employee in his or her previous position, or one with equivalent pay and benefits.
45

46 **Section 7.2.2. Paid Family and Medical Leave.**

47 Employee eligibility for Paid Family and Medical Leave (PFML) is determined by state law.
48 Qualifying events for PFML benefits are evaluated by the Washington State Employment Security



1 Department (ESD) upon employee application to the ESD. The District will not require an
2 employee to use other leave before using PFML leave. If paid leave is used concurrently with
3 PFML, it will be considered a Supplemental Benefit. Such paid leave may only be used to make
4 up the difference between the employee's regular wages and the benefits paid by PFML from the
5 Employment Security Department. Employees seeking to use accrued leave as a Supplemental
6 Benefit will be expected to provide verification to the District of the amount of PFML benefits
7 received from the ESD.
8

9 **Section 7.3. Maternity Leave.**

10 The District shall allow leave of absence without pay to an employee for purposes of maternity. The
11 employee shall have the option of utilizing Section 7.1 (sick leave) herein, for the time she is sick or
12 temporarily disabled because of pregnancy or childbirth. Employees granted maternity leave must
13 return to work not later than one (1) year following the granting of maternity leave providing that
14 medical evidence from the physician may be used to extend such leave until the employee is certified
15 physically able to return. Before returning to work, the employee must be certified by her physician as
16 ready and able to return.
17

18 **Section 7.4. Parental Leave.**

19 An employee, upon request, may be granted up to three (3) days leave, on or about the date of the birth
20 or adoption of a child (children). Such leave shall be deducted from that pursuant to Sections 7.2 and
21 7.3 herein.
22

23 **Section 7.5. Judicial Leave.**

24 In the event an employee is summoned to serve as a juror, or appear as a witness in court for the District,
25 or is named as a co-defendant with the District, such employee shall receive a normal days pay for each
26 day of required presence in court; provided, however, that any compensation received for such service
27 shall be paid to the District. Such repayment shall not exceed the employee's normal daily pay less bona
28 fide expenses.
29

30 **Section 7.6. Personal Leave.**

31 Employees shall be eligible for three (3) days of compensated personal leave each school year. By June
32 30th of each year, employees with unused personal leave may elect to either:
33 A. Receive compensation for a maximum of two (2) personal days on their August checks, or
34 B. Roll a maximum of two (2) personal days forward to the next contract year (also, the default
35 option for employees who do not select an option by June 30th).
36 Compensation for unused personal leave shall be at the rate of one-half (1/2) the employee's daily rate of
37 pay. Employees may accrue and use a maximum of five (5) personal leave days in any contract year.
38

39 **Section 7.6.1.**

40 Employees shall submit in advance, a written request for personal leave to the supervisor for
41 approval. The employee determines what constitutes personal business. No more than two (2)
42 days can be used to extend vacation periods.
43

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

45 Three one-half (½) personal days are available to each staff member in the unit, prorated on the
46 employee's typical hours per day (ex: 6.50 daily hours would be 3.25 personal hours available);
47 one-half (½) day is to be utilized for the Wednesday before Thanksgiving, one-half day (½) is to
48 be utilized for the work day preceding Memorial Day. An additional one-half (½) day on the

1 last day of school will be provided to the paraeducators. All other PSE members shall utilize
2 said additional half day during their working days with their supervisor's approval. If
3 employees' normal work assignment/schedule does not permit use on those specific days, the
4 employee must arrange alternate half days with their supervisor.

5
6 The three one-half (1/2) day personal days are non-cumulative nor available for cash-out and must
7 be utilized in the school year earned.
8

9 **Section 7.7. Leave of Absence.**

10
11 **Section 7.7.1. Leave Without Pay/Unpaid Leave.**

12 Upon recommendation of the immediate supervisor and the Superintendent, and upon approval
13 of the Board of Directors, an employee may be granted a leave of absence for a period not to
14 exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1)
15 additional year may be granted.
16

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

- 18 A. Study or research as demonstrated by a transcript or educational plan;
- 19 B. Health or medical reasons, including but not limited to,
20 Maternity/Paternity/Adoption leave as referenced in Section 7.2.1. through 7.4.
- 21 C. Special situations, including a leave extension up to an additional year, as
22 recommended by the Superintendent in consultation with the immediate supervisor
23 and Association leadership.
24

25 **Section 7.7.2.**

26 The returning employee will be assigned to the position occupied before the leave of absence if
27 the position exists. In the event the position does not exist, the returning employee will be placed
28 commensurate with ability and experience. Employees hired to fill positions created due to
29 leaves of absence shall be informed of the return rights of employees on leave of absence and the
30 provisions of Article VIII and shall be subject to all terms and conditions of this Agreement
31 while employed in the leave of absence position, provided, however, that such leave replacement
32 employees are subject to termination of their employment upon the employee on leave's return.
33

34 **Section 7.7.3.**

35 In the event an employee returning from leave of absence creates a surplus of employees in the
36 concerned general job classification, the District may reduce personnel levels in accordance with
37 Article VIII herein.
38

39 **Section 7.7.4.**

40 The employee on leave of absence will retain accrued sick leave, vested vacation rights, and
41 seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority
42 shall not accrue while the employee is on leave of absence; provided, however, that if such leave
43 is approved for extended illness or injury, seniority shall accrue.
44

45 **Section 7.8.**

46 Association leave up to ten (10) days per year will be granted to PSE of San Juan members selected by
47 the Association to attend meetings scheduled by the state organization. In addition, the Association
48 President will be granted up to three (3) days leave annually to conduct Association business. Except in
Collective Bargaining Agreement (2020-2022)
San Juan Island Chapter, #822
and San Juan Island School District, #149



1 the case of Association leave required to attend meetings with the District, the Association agrees to
2 reimburse the District for the substitute's salary if a substitute is hired to replace a member on
3 Association leave.

4
5 **Section 7.9. Leave Without Pay.**

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

- 8 A. The leave request must not compromise the quality of student programs or other District
9 business.
- 10 B. Personal leave day allocations must be used first.
- 11 C. The leave request must not exceed two consecutive work days.
- 12 D. A qualified substitute, approved by the supervisor, must be identified.
- 13 E. No more than two such requests may be made or granted in one school year.
- 14 F. Request in excess of two consecutive days are discouraged and must be approved by the
15 superintendent.

16
17
18 **ARTICLE VIII**

19
20 **PROBATIONARY HIRES, SENIORITY AND LAYOFF PROCEDURES**

21
22
23 **Section 8.1.**

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

27
28 **Section 8.1.1. Substitutes Who Become Employees.**

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

41
42 **Section 8.2.**

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



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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.

Section 8.4. Seniority Rights.

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

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

Section 8.5.

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

Section 8.6. Application of Seniority.

Section 8.6.1.

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

Section 8.6.2.

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

Section 8.6.3.

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

Section 8.7.

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



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Section 8.8.

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

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 8.9.

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.



1 **Section 9.2.**

2 Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees
3 two (2) weeks’ notice of intention to discharge or layoff.
4

5 **Section 9.3.**

6 Should the District decide to discharge, reduce or lay off an employee, the employee shall be notified in
7 writing, whenever possible, prior to the end of the school year.
8

9 **Section 9.3.1.**

10 Nothing contained herein shall be construed to prevent the District from discharging an employee
11 for acts of misconduct occurring after the expiration of the school year.
12
13
14

15 **ARTICLE X**

16 **INSURANCE AND RETIREMENT**

17 **Section 10.1. District Insurance Contribution.**

18
19 The District shall provide basic and optional health benefits through the School Employees Benefits
20 Board (SEBB) under the rules and regulations adopted by the SEBB. This information is subject to
21 change by the state and this Section will be construed consistently with SEBB rules, guidance and state
22 laws. Any disputes on SEBB eligibility shall be addressed through the procedures set by the SEBB
23 appeals board not through the grievance procedures of this Agreement. Enrollment for SEBB benefits
24 will be processed through the HCA’s SEBB My Account online portal.
25
26

27 **Section 10.1.1.**

28 The District will pay the full portion of the employer contribution required by the Health Care
29 Authority (HCA) as agreed upon in the statewide CBA for those employees who meet the
30 eligibility requirements. Employee premiums for all eligible mandatory and optional benefits
31 offered by SEBB will be deducted through payroll and will be paid to the HCA by the District.
32

33 **Section 10.1.2.**

34 If the Washington State Legislature or Health Care Authority changes the SEBB provisions to
35 allow for changes in employer contributions toward elective benefits or changes in medical
36 coverage either party can reopen for negotiation over the changes to the extent allowed by law.
37 This section will be construed consistently with state laws and SEBB guidelines.
38

39 **Section 10.1.2.1.**

40 The District shall provide long-term disability insurance to all employees .5 FTE or
41 greater. Regular employees employed less than .5 FTE shall be provided dental insurance
42 in full.
43

44 **Section 10.1.2.2.**

45 Employees that are married to other employees may, with the consent of such employees
46 and the superintendent, enter into arrangements which reduce out of pocket costs for
47 health, vision and dental insurance coverage.
48



1 **Section 10.1.3.**

2 The District agrees to provide timely information about SEBB insurance plans to eligible
3 employees during the school year (as required or recommended by SEBB) and at each open
4 enrollment period. In determining whether an employee subject to this Agreement is eligible for
5 participation in the Washington State Public School Employees' Retirement System, the District
6 shall report all hours worked, whether straight time, overtime or otherwise.
7

8 **Section 10.2.**

9 The District shall provide tort liability coverage for all employees acting within the scope of their
10 employment.
11

12 **Section 10.2.1.**

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

- 16 A. provide a procedure for reporting possible exposure;
17 B. provide for adequate testing if the procedure is not covered by District medical insurance;
18 C. provide for appropriate inoculation;
19 D. provide necessary equipment to maintain personal safety.
20

21 **Section 10.3.**

22 The District shall make required contributions for State Industrial Insurance on behalf of all employees
23 subject to this Agreement.
24

25 **Section 10.4.**

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

30 **Section 10.5.**

31 All employees subject to this Agreement shall be entitled to participate in tax shelter annuity plans and a
32 SEBB sponsored Section 125 Plan of the Federal Income Tax Code. On receipt of written authorization
33 by an employee, the District shall make the requisite withholding adjustments and deductions from the
34 employee's salary.
35

36 **Section 10.6. VEBA III.**

37 The parties mutually agree that VEBA III shall be available to members of the bargaining unit. The
38 Association will notify the District by November 1st of each year as to whether or not the group wishes
39 to participate in VEBA III.
40

41 **Section 10.8. Insurance Pooling.**

42 Any portion of the employee's insurance allocations remaining after subtracting the cost of mandatory
43 and medical insurance premiums will be pooled and distributed monthly for the sole benefit of other
44 employees with out-of-pocket medical insurance premium costs. In September of each year, this
45 monthly pool amount will be calculated and then recalculated in October and March (for subsequent
46 distribution adjustments). Each employee subject to this agreement with allowable out-of-pocket costs
47 will be credited with an equal dollar amount of the pool, per FTE, up to the total cost of the employee's
48 out-of-pocket costs for the premiums, or until the pool is exhausted, whichever comes first (commonly



referred as “pooling by rounds”). Upon request, the District shall provide a report to the Union identifying the amount of the pool, and the amounts distributed to employees.

ARTICLE XI

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 11.1. Membership.

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

Section 11.2. Membership Rescission.

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

Section 11.3. New Hire Notification.

The District shall notify PSE/SEIU1948 and the agreed bargaining unit representative of all new hires within 10 days of hire date, or as soon as practical, including name, home mailing address, job title, work email, work location and hire date.

Section 11.3.1.

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new hire orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within twenty (20) days of the employee's start date within the bargaining unit; (b) The access is for thirty (30) minutes; and (c) The access occurs during the new employee's workday at the employee's regular worksite, or at a location mutually agreed to by the District and Association; (d) One (1) assigned union representative will be provided paid time to make this presentation. Such access will be exclusively for access by union representative to new employees and not part of some other activity.

Section 11.4. Dues and Checkoff.

PSE/SEIU1948 shall provide the District with a full and complete list of bargaining unit employees who are current members of PSE/SEIU1948, and shall provide updates, additions, and/ or other changes in



1 membership status to the District upon request. The District agrees to accept dues authorizations via
2 email or by E-signature in accordance with “E-SIGN”. PSE/SEIU1948 will be the custodian of the
3 records related to all authorizations. PSE agrees that, as the custodian of the records, it has the
4 responsibility to ensure the accuracy and safe-keeping of those records. The District shall deduct PSE
5 dues from the pay of any employee who authorizes such deductions pursuant to RCW 41.56.110. The
6 District shall transmit all such funds deducted to the Treasurer of Public School Employees of
7 Washington on a monthly basis.

8
9 **Section 11.5. COPE – Political Action Committee.**

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

22
23 **Section 11.6. Indemnify and Hold Harmless.**

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

27
28
29
30 **ARTICLE XII**

31
32 **GRIEVANCE PROCEDURE**

33
34 **A. Purpose:**

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

41
42 **B. Definitions:**

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



1 **C. Timelines:**

2 Grievances shall be processed in the following manner and within the stated limits. Time limits
3 provided in this procedure may be extended only by mutual written agreement.
4

5 Failure on the part of the District at any step of this procedure to communicate the decision on a
6 grievance within the specific or mutually extended time limits shall permit the grievant to lodge
7 an appeal at the next step of this procedure.
8

9 Failure on the grievant (employee or Association) to present or proceed with a grievance within
10 the specified or mutually extended time limits will render the grievance waived.
11

12 **D. Process:**

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

14 Within thirty (30) days following the occurrence of the event giving rise to the grievance, or
15 twenty (20) days after the event is known or reasonably should have been known, the employee
16 shall attempt to resolve the grievance informally with the immediate supervisor. The immediate
17 supervisor shall respond informally within ten (10) days of the employee’s presentation.
18

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

20 If the grievance is not resolved informally, it shall be reduced to writing by the employee who
21 shall submit it to the immediate supervisor within ten (10) days after receipt of the informal
22 response. A copy of the grievance shall also be submitted to the Association. The employee
23 may be accompanied by an Association representative at this and any subsequent meetings or
24 steps.
25

26 The written grievance shall contain the following:

- 27 ○ A statement of the alleged grievance including the facts upon which the grievance is
28 based;
- 29 ○ Referenced to the specific terms of the Agreement which have been allegedly violated;
30 and
- 31 ○ Remedy sought.
- 32 ○ The immediate supervisor will inform the employee and the Association in writing of the
33 disposition of the grievance within ten (10) days of receipt of the grievance.
34

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

36 **Individual Grievance.**

37 If the grievance is not resolved at Step 2 and the Association believes the grievance to be
38 valid, a written statement of the grievance shall be submitted within ten (10) days to the
39 Superintendent. The Superintendent will review the grievance with the parties involved
40 and provide a written statement of the disposition to the employee with a written copy to
41 the union, within ten (10) days of receipt of the grievance.
42

43 **Union Grievance.**

44 A grievance which the union may have against the District, limited as aforesaid to matters
45 dealing with the interpretation or application of terms of this Agreement related to union
46 rights, shall be commenced by filing in writing (in the format of Step 2 above) with the
47 Superintendent. Such filings shall be within ten (10) days following the occurrence of the
48 event giving rise to the grievance or ten (10) days after the event is known or reasonably

1 should have been known. The Superintendent and the union will have ten (10) days from
2 the receipt of the grievance to resolve it.
3

4 **Step 4. Arbitration.**

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

- 7 1. Written notice of a request for arbitration shall be made to the Superintendent within
8 twenty (20) days of receipt of the disposition letter at Step 3.
- 9 2. Arbitration shall be limited to issues(s) involving the interpretation or application of
10 specific terms of this Agreement.
- 11 3. When a timely request has been made for arbitration, the parties shall attempt to select
12 an impartial arbiter to hear and decide the particular case. If the parties are unable to
13 agree to an arbiter within ten (10) days after submission of the written request for
14 arbitration, the provisions of paragraph (4) below shall apply to the selection of an
15 arbiter.
- 16 4. In the event an arbiter is not agreed upon as provided in paragraph (3) above, the
17 parties shall jointly request the American Arbitration Association to submit a panel of
18 nine (9) arbiters who reside and practice in Washington or Oregon. Such request shall
19 state the issue of the case and ask that the nominees be qualified to handle the type of
20 case involved. When notification of the names of the nine (9) arbiters is received, the
21 parties shall each independently strike from the list those unacceptable arbiters and
22 shall rank, in order of preference, the remaining arbiters. The parties shall then meet
23 and compare their lists. From among the mutually acceptable arbiters, the one with
24 the lowest combined preference number shall be the arbiter. In the event of a tie
25 between two or more arbiters, a single arbiter shall be chosen by lot. In the event
26 there are no mutually acceptable arbiters on the panel, the parties, in turn, shall have
27 the right to strike a name from the panel until only one (1) name remains. The
28 remaining person shall be the arbiter. The right to strike the first name from the panel
29 shall be determined by lot. In the event either party is dissatisfied with the credentials
30 of the arbiters whose names are on the first panel offered by the American
31 Arbitration Association, such party can summarily reject that panel and insist on a
32 second panel. Selection must be made from the second panel.
- 33 5. Arbitration proceedings shall be in accordance with the following:
 - 34 ○ The arbiter, once appointed, will inform the parties as to the procedures which
35 will be followed.
 - 36 ○ The arbiter shall hear and accept pertinent evidence submitted by both parties
37 and shall be empowered to request, through subpoena, if necessary, such data
38 and testimony as the arbiter deems pertinent to the grievance and shall render
39 a decision in writing to both parties within thirty (30) days, unless mutually
40 extended, of the closing of the record.
 - 41 ○ The arbiter shall be authorized to rule and issue a decision in writing on the
42 issue(s) presented for arbitration which decision shall be final and binding on
43 both parties.
 - 44 ○ The arbiter shall rule only on the basis of information presented at the hearing
45 and shall refuse to receive any information after the hearing except by mutual
46 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 Association 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 (1/2) 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 Association 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 his/her 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 P.S.E. 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, 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 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)

1 **Section 13.1.2.**

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

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

13
14 **Section 13.1.3. Evaluation Format.**

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

21
22 **Section 13.1.4. Review of Evaluations.**

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

25
26 **Section 13.1.5. Review of Position Descriptions.**

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

29
30
31
32 **ARTICLE XIV**

33
34 **PROFESSIONAL DEVELOPMENT**

35 **Section 14.1.**

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

39
40 **Section 14.1.1.**

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

45
46 **Section 14.2.**

47 Employees attending training courses required by the District as a condition of continued employment
48 will be paid by the District at the employee's regular hourly rate of pay for all time in training, plus any
Collective Bargaining Agreement (2020-2022)
San Juan Island Chapter, #822
and San Juan Island School District, #149



1 fee, tuition, and/or transportation costs. Employees attending training courses during their regular
2 working hours shall suffer no loss of regular compensation as a result of such training.

3
4 **Section 14.3. Employee Training.**

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

7
8 Training shall be provided to all employees who work directly with handicapped students, special
9 education students and students with unique learning needs. Such training shall be comprehensive and
10 will include but not be limited to special program goals and objectives, medical, social, physical and
11 academic needs of students and specific strategies to deal with specific handicapping conditions.

12
13 **Section 14.4.**

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

21
22 **Section 14.5. Paraeducator Skill Assessments.**

23 The District and the Union mutually agree to review Paraeducator's skill assessments by the end of the
24 2016-2017 school year.

25
26
27
28 **ARTICLE XV**

29
30 **SALARIES AND EMPLOYEE COMPENSATION**

31
32 **Section 15.1.**

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

36
37 **Section 15.1.1.**

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

42
43 **Section 15.2.**

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

1 **Section 15.2.1.**

2 Should the date of execution of this Agreement be subsequent to the effective date, salaries,
3 including overtime, shall be retroactive to the effective date.

4
5 **Section 15.3.**

6 For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (1/4)
7 hour.

8
9 **Section 15.4.**

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

13
14 **Section 15.5.**

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

21
22 **Section 15.6.**

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

25
26 **Section 15.7.**

27 The District, by November 15th of each school year, shall provide each employee current information on
28 his/her pay rate, hours per day, hours of vacation, paid holidays, years of service completed, annual
29 salary and eligible monthly medical/dental insurance contribution. The District shall notify all new hires
30 within five (5) days of hiring of the availability and information concerning available insurance plans in
31 the District.

32
33 **Section 15.8.**

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

38
39 **Section 15.9. Twelve-Month Payment.**

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

43
44 **Section 15.10. Job Classification Change.**

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

1 **Section 15.11.**

2 All employees covered by this Agreement shall be paid on a monthly basis. The District will transfer all
3 payroll funds electronically.
4

5 **Section 15.12.**

6 All wage calculations shall be subject to standard rounding procedures.
7
8
9

10 **ARTICLE XVI**

11 **TERM AND SEPARABILITY OF PROVISIONS**

12 **Section 16.1.**

13 The duration of this agreement shall be September 1, 2020 to August 31, 2022. The parties agree to the
14 following increases on Schedule A:

15	Year 1	2020-2021	IPD (1.6%) plus 1.0%
16	Year 2	2021-2022	IPD (??%) plus .5%

17
18
19
20 **Section 16.1.1.**

21 Any employee who works an average of four (4) hours per day or more is eligible to earn one
22 additional day of pay to receive training related to educational technology. The training will be
23 determined and provided by the District. Employees who complete the technology training shall
24 document these training hours on a timesheet.
25

26 **Section 16.2.**

27 All provisions of this Agreement shall be applicable to the entire term of this Agreement
28 notwithstanding its execution date, except as provided in the following section.
29

30 **Section 16.3.**

31 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
32 parties in writing.
33

34 **Section 16.4.**

35 If any provision of this Agreement or the application of any such provision is held invalid, the remainder
36 of this Agreement shall not be affected thereby.
37

38 **Section 16.5.**

39 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with
40 State or Federal statutes or regulations promulgated pursuant thereto.
41

42 **Section 16.6.**

43 In the event either of the two (2) previous sections is determined to apply to any provision of this
44 Agreement, such provision shall be renegotiated pursuant to Section 16.3.
45
46
47
48



SIGNATURE PAGE

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

SAN JUAN ISLAND CHAPTER, #822

SAN JUAN ISLAND SCHOOL DISTRICT #149

BY: Debra Nickelson
Debra Nickelson, Chapter President

BY: Fred Woods
Fred Woods, Superintendent

DATE: 10/20/2020

DATE: 10/14/2020



SCHEDULE A
 SAN JUAN ISLAND SCHOOL DISTRICT #149
 2020-2021 SALARY SCHEDULE

Schedule A							
San Juan Island PSE #822							
2020-21 Salary Schedule							
	Lane	0 Years	2 years	5 years	10 years	15 years	20 years
Food Service							
Food Service Utility Worker	0	15.46	15.62	15.88	16.29	17.42	18.38
Assistant Cook	2	17.90	18.05	18.33	18.73	19.86	20.84
Cook	3	19.41	19.52	19.82	20.22	21.34	22.33
Sous Chef	4	21.31	21.45	21.74	22.12	23.27	24.23
Custodial Maintenance							
Asst. Custodian	2	17.90	18.05	18.33	18.73	19.86	20.84
Stuart Island Custodian	3	19.41	19.52	19.82	20.22	21.34	22.33
Custodian	5	22.00	22.12	22.40	22.82	23.95	24.92
Building Engineer - FHES	6	23.55	23.70	23.97	24.38	25.50	26.46
Building Engineer - MS/HS	7	26.97	27.12	27.38	27.79	28.91	29.88
Maintenance Technician	8	32.31	32.46	32.74	33.13	34.25	35.22
Secretarial - Clerical							
Secretary	4	21.31	21.45	21.74	22.12	23.27	24.23
Office Manager - MS, GB	6	23.55	23.70	23.97	24.38	25.50	26.46
Office Manager/Registrar - HS	7	26.97	27.12	27.38	27.79	28.91	29.88
Office Manager/Data Admin - E	7	26.97	27.12	27.38	27.79	28.91	29.88
Paraeducator							
Paraeducator	4	21.31	21.45	21.74	22.12	23.27	24.23
Transportation							
Bus Driver	6	23.55	23.70	23.97	24.38	25.50	26.46
Program Coordinators							
PIP	7	26.97	27.12	27.38	27.79	28.91	29.88
Library	7	26.97	27.12	27.38	27.79	28.91	29.88
Technology							
Help Desk Technician	6	23.55	23.70	23.97	24.38	25.50	26.46
IT Services Lead	8	32.31	32.46	32.74	33.13	34.25	35.22



1 **Memorandum of Understanding**

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF
5 WASHINGTON/SEIU LOCAL 1948 SAN JUAN ISLAND CHAPTER, #822 AND THE SAN JUAN
6 ISLAND SCHOOL DISTRICT, #149. THIS AGREEMENT IS ENTERED INTO PURSUANT TO
7 ARTICLE XVI, SECTION 16.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
8

9
10 The parties agree to the following:
11

12
13 The parties agree to an open-ended period of time during which a work analysis can reasonably be
14 performed to assess Chef's duties. The work analysis is to be performed at such point in time when
15 Chef's 'normal' work duties can take place, probably post-coronavirus. 9/2/2020.
16

17
18 This Memorandum of Understanding shall become effective upon signature of both parties; shall
19 remain in effect from January 15, 2019 through August 31, 2020.
20

21
22
23
24 PUBLIC SCHOOL EMPLOYEES
25 OF WASHINGTON / SEIU LOCAL 1948

26
27 PUBLIC SCHOOL EMPLOYEES
28 OF SAN JUAN ISLAND CHAPTER, #822

29 SAN JUAN ISLAND SCHOOL DISTRICT #149

30
31 BY: Debra Nickelson
32 Debra Nickelson, Chapter President

33
34 BY: Fred Wood
35 Fred Wood, Superintendent

36
37 DATE: 10/20/2020

38
39 DATE: 10/14/2020

