

COLLECTIVE BARGAINING AGREEMENT BETWEEN
ARLINGTON SCHOOL DISTRICT #16
AND
PUBLIC SCHOOL EMPLOYEES OF
ARLINGTON SCHOOL DISTRICT

SEPTEMBER 1, 2012 - AUGUST 31, 2015



Public School Employees of Washington
P O Box 798
Auburn, Washington 98071
1.866.820.5652

TABLE OF CONTENTS

		<u>Page</u>
PREAMBLE		1
ARTICLE I	RECOGNITION AND COVERAGE OF AGREEMENT	2
ARTICLE II	RIGHTS OF THE EMPLOYER	3
ARTICLE III	RIGHTS OF EMPLOYEES	4
ARTICLE IV	RIGHTS OF THE ASSOCIATION	6
ARTICLE V	APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	8
ARTICLE VI	ASSOCIATION REPRESENTATION	8
ARTICLE VII	HOURS OF WORK	10
ARTICLE VIII	BYRNES PERFORMING ARTS CENTER (BPAC)	18
ARTICLE IX	HOLIDAYS AND VACATIONS	19
ARTICLE X	LEAVES	21
ARTICLE XI	LONGEVITY, TEMPORARY EMPLOYEES, SUBSTITUTE EMPLOYEES, PROBATION, SENIORITY AND LAYOFF PROCEDURES	25
ARTICLE XII	DISCIPLINE AND DISCHARGE OF EMPLOYEES	29
ARTICLE XIII	INSURANCE AND RETIREMENT	31
ARTICLE XIV	PROFESSIONAL AND PERSONAL GROWTH TRAINING	32
ARTICLE XV	ASSOCIATION MEMBERSHIP AND CHECKOFF	32
ARTICLE XVI	GRIEVANCE PROCEDURE	34
ARTICLE XVII	TRANSFER OF PREVIOUS EXPERIENCE	37
ARTICLE XVIII	SALARIES AND EMPLOYEE COMPENSATION	38
ARTICLE XIX	TERM AND SEPARABILITY OF PROVISIONS	40
ARTICLE XX	APPRENTICESHIP	41
SIGNATURE PAGE		43
SCHEDULE A	SALARY SCHEDULE 2012-2013	44
SCHEDULE A	VACATION FACTOR	45
ADDENDUM NO. 1	PROFESSIONAL STANDARDS PROGRAM	46
MEMORANDUM OF UNDERSTANDING (Dual Classification)		
MEMORANDUM OF UNDERSTANDING (Insurance & Retirement)		
MEMORANDUM OF UNDERSTANDING (VEBA)		
MEMORANDUM OF UNDERSTANDING (Nanci Johnson)		

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

P R E A M B L E

This Agreement is made and entered into between Arlington School District Number 16 (hereinafter "District") and Arlington School District Local Chapter of the Public School Employees of Washington, 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:

Definitions

The term "day" shall mean school district business day unless otherwise specified herein.

The term "position" shall mean job classification.

The term "assignment" shall mean the specific duties assigned an individual employee.

The term "driving time" for purposes of wage calculation shall mean the period of time exclusive of the one-half (1/2) hour per day provided for bus drivers for the purpose of fluid maintenance, cleanup, warmup and operational checks. Drivers who operate more than one bus in any given day will receive .1 hour (6 minutes) additional time per day per additional bus to pre/post trip any additional bus.

Driving time" shall further be defined as time when a driver is operating any District vehicle to include breakdowns or mechanical failure, or when any passengers are present on the vehicle.

The term "pre trip inspection" shall mean a safety inspection of any school district vehicle used to transport students and staff prior to placing the vehicle in service.

The term "post trip inspection" shall mean a partial safety inspection of any school district vehicle used to transport students and staff after returning from any set of runs or that is being parked and secured for the night.

The term "cleanup" shall include sweeping the bus, cleaning the windows, picking up trash from the floor, and keeping the driver's area clean and tidy.

Regular Employee: Anyone hired and approved by the School Board on a continuing basis.

Non-Continuing Employee: Anyone hired and approved by the School Board for a specific amount of time with a defined ending date.

Substitute Employee: Anyone hired on a daily basis to replace a regular employee who is absent.

Temporary Employee: Anyone hired on a temporary basis for a pre-determined amount of time, not to exceed sixty (60) continuous days in a twelve (12) month period, and who does not replace a regular employee.

Leave Replacement Employee: Anyone hired for a specific period of time to replace an employee on a District Board of Directors approved leave.

1 Seasonal Employee: Anyone hired on a temporary basis for a pre-determined amount of time, not to
2 exceed sixty (60) continuous days, who works under the direction of a supervisor, who does not work
3 during times when school is in session and who does not replace a regular employee.
4

5 Class Size Relief Hours: Hours assigned to paraeducators on a temporary basis in accordance with
6 Section 11.10.2.
7

8 This list of definitions may be increased as deemed appropriate by mutual consent of the parties. Such
9 additional definitions shall be attached as an addendum to this Agreement.
10
11

12 13 ARTICLE I

14 15 RECOGNITION AND COVERAGE OF AGREEMENT 16

17 Section 1.1.

18 The District hereby recognizes the Association as the exclusive representative of all employees in the
19 bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing
20 the interests of all such employees.
21

22 Section 1.2.

23 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as
24 deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of
25 Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).
26

27 Section 1.3.

28 Functions which employees may be required to perform shall be listed in a position description and by
29 this reference incorporated herein. The District will provide a complete set of updated position
30 descriptions to the Association President on an annual basis. In addition, updated position descriptions
31 will be available at all school district building locations and will be accessible to all school district
32 employees. Each position shall have a description and an employee may be required to perform any and
33 all of the functions described. Establishment of positions requiring additional functions shall be
34 accompanied by a new position description or a modification of an existing position description. When
35 such changes are made, this Agreement shall be reopened for the purpose of establishing an appropriate
36 rate of compensation.
37

38 The position description shall include the general job duties which are required of a person employed in a
39 given position. Specific duties consistent with the position description shall be provided to each
40 employee by the employee's supervisor. Evaluation of job performance shall be based upon specific
41 duties included in the assignment as well as those duties included in the position description applicable to
42 the assignment. Evaluations shall be done annually, by June 30th, for that school year only.
43

44 The Association has the right to meet with the District to make advisory suggestions in reference to the
45 formulation of job descriptions of positions and assignments.
46
47
48

1 **Section 1.4.**

2 The bargaining unit to which the Agreement is applicable shall consist of all classified employees in the
3 following general job classifications: Custodial, Grounds, Paraeducator, Food Service, Maintenance,
4 Individual Classifications, Secretarial-Clerical, Transportation, Nurses, Technology and Non-certificated.
5 EXCEPT: Accounting Supervisor, Administrative Assistant to Superintendent, Administrative Assistant
6 to Director of Teaching and Learning, Assistant Supervisor of Transportation, Transportation Supervisor,
7 Benefits Analyst, BPAC Coordinator, BPAC Director, BPAC Theater Manager, Director of Food
8 Service, APPLE (ECEAP) Director, Fiscal Assistant, Human Resource Specialist, Maintenance
9 Supervisor, Payroll Supervisor, Public Information Officer, Secretary to Operations, and Secretary to the
10 Executive Directors for a total of twenty (20) excluded employees.

11
12 **Section 1.4.1.**

13 For purposes of this Article, "day" shall mean a normal work shift for the employee the substitute
14 is replacing. If the substitute works less than a normal shift, the time worked shall be rounded to
15 the nearest half shift or "half day."

16
17 Classified substitute employees shall receive ninety percent (90%) of the applicable hourly Step 1
18 wage on Schedule A of this Agreement. Any person who has substituted for more than thirty (30)
19 consecutive workdays in the same position shall receive Step 1 wages on Schedule A for that
20 category, beginning with the 31st consecutive workday.

21
22
23 **ARTICLE II**

24 **RIGHTS OF THE EMPLOYER**

25
26
27
28 **Section 2.1.**

29 It is agreed that the customary and usual rights, powers, functions, and authority of management are
30 vested in management officials of the District. Included in these rights in accordance with and subject to
31 applicable laws, regulations, and provisions of this Agreement, is the right to direct the work force, the
32 right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge,
33 demote, or take other disciplinary action against employees; and the right to release employees from
34 duties because of lack of work or for other legitimate reasons. The District shall retain the right to
35 maintain efficiency of the District operation by determining the methods, means, and the personnel by
36 which such operation is conducted.

37
38 **Section 2.2.**

39 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
40 District. In procedures and practices, and matters of working conditions, the District shall give due regard
41 and consideration to the rights of the Association and the employees and to the obligations imposed by
42 this Agreement. Employees shall comply with all District policies and procedures adopted by the Board
43 of Directors. Employees having contact with students shall maintain reasonable standards of behavior,
44 personal cleanliness and dress.

45
46 **Section 2.3.**

47 The District may subcontract work, provided that any subcontract let by the District shall only be done
48 during the period at the end of one school year and prior to the start of another school year and the District

1 would require the subcontractor to accept the terms and conditions of this Agreement between the District
2 and the employees within the service to be subcontracted; and further provided that the District shall
3 require any subcontractor to employ any and all employees of the District whose position with the District
4 will be eliminated due to the subcontract and designate the work to be performed by the subcontractors
5 and the places where and in the manner in which it is to be performed in accordance with the obligations
6 imposed by the Agreement. Furthermore, the District shall require the subcontractor to provide a
7 retirement plan equal to that of the Public Employees Retirement System for all such employees referred
8 to in the immediately preceding sentence.

11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

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

Section 3.2.

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

Section 3.3.

Employees subject to this Agreement have the right to have Association representatives or other persons present at formal discussions of performance between themselves and supervisors or other representatives of the District as hereinafter provided. Informal discussions providing specific direction of performance, clarifying responsibilities, or identification of potential performance deficiencies are not included. Five (5) days notice shall be given in advance of such formal discussions regarding unsatisfactory performance.

Section 3.4.

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

Section 3.5.

Employees covered by this Agreement have the right, in the presence of a person designated by the District Administration, to inspect the contents of their personnel files kept within the District, except employment references determined to be confidential by mutual agreement. Such inspection shall be done during normal business hours and each employee is entitled to have a personal representative

1 present at this review. No information included in this file may be altered or removed. Items the
2 employee considers important may be included in the file at the employee's request, but the employer may
3 attach comments to this material. When any derogatory material is placed in an employee's personnel file,
4 the employee shall receive a copy within twenty (20) working days of the incident, and shall be given an
5 opportunity to attach any comments relating to this material. Material which does not comply with this
6 provision shall not be used as the basis for disciplinary action. Employees shall receive copies of all
7 information relative to their performance which is placed in their personnel files. Copies of other
8 information placed in these files will be available at no cost. Information related to performance which is
9 more than three (3) years old will not be utilized in making performance related decisions. Each person
10 will have only one personnel file which shall be located at the District Office. Notes kept by supervisors
11 which may be utilized in preparing material to be placed in District files shall not be considered to be a
12 part of these files.

13 14 **Section 3.6.**

15 Evaluations shall be based on job functions included in the position description applicable to the
16 assignment and specific duties identified by the supervisor consistent with the position description.
17 Evaluations shall rate the employee on the quality of performance and such ratings shall be used when
18 considering promotion or reassignment. Deficiencies in performance shall be noted and utilized to
19 identify needed training and/or establishment of probationary periods.

20
21 The employee shall have the right to question the evaluation, seek clarifications and attach comments.
22 Employees will sign the evaluation indicating that they are aware of its contents. Failure to do so may be
23 considered grounds for disciplinary action. The judgment of the supervisor on the quality of performance
24 shall not be the subject of a grievance but accuracy of information upon which the evaluation is based and
25 procedural matters may be settled utilizing the grievance process.

26
27 Evaluations shall be placed in the employee's personnel file, may be inspected by the employee consistent
28 with other provisions of this Agreement, and shall remain in the files for at least three (3) years.
29 Evaluations more than three (3) years old may not be used in considering promotion, reassignments or
30 dismissal.

31
32 Evaluations shall be conducted annually for each employee and shall take place no later than June 30 of
33 each year. A copy of the signed evaluation shall be provided to each employee.

34 35 **Section 3.7. Staff Protection.**

36 The District does not require employees to use personal property while performing work duties.

37
38 The District will provide financial and/or replacement protection for all employees against loss or damage
39 of personal property while those employees are engaged in District and contracted business and at all
40 times when that personal property is on school district property, a school district vehicle or a school
41 district worksite for in school district use, provided that:

- 42
43 1. The District has requested or permitted the employee to provide such personal property for
44 school district use.
- 45
46 2. Proper safeguards, such as locking up personal property when not in the employee's possession
47 or use, have been taken by the employee.

- 1 3. Reasonable evidence is provided that the property was actually damaged or lost while on school
2 district property.
3
4 4. When the employee requests the use of personal property at work, the building administrator or
5 supervisor must agree to its presence and use.
6

7 **Section 3.7.1.**

8 The employee, upon written request to the superintendent, will be reimbursed for the cost of
9 replacement of personal items such as hearing aids, glasses and/or dentures which are destroyed or
10 damaged as a result of an assault/or battery.
11

12 **Section 3.7.2.**

13 The District will report vandalism to vehicles parked on school district property, assist in the
14 investigation, and use its legal authority to assist in recovery of damages. Upon completion of the
15 above investigation, if damage or vandalism was determined to have taken place on District
16 property while the employee was employed in District or on contracted business, the District shall
17 provide up to \$200 for financial replacement coverage of damage to the vehicle. Employees
18 requesting reimbursement must show evidence that an insurance claim has been filed and the
19 repair work has been completed. The District will only pay for damages not paid for by an
20 insurance company or other party.
21

22 **Section 3.7.3**

23 The District agrees to take appropriate steps as required by the Federal Occupation Safety and
24 Health Act and the Washington Industrial Safety and Health Act, to correct safety and health
25 hazards and deficiencies relating to school property, activities and procedures. The Association
26 and its members agree that they will support and assist the District and the insurance company in
27 their efforts to be informed of and to correct safety and health hazards and deficiencies.
28
29
30

31 **ARTICLE IV**

32 **RIGHTS OF THE ASSOCIATION**

33
34
35 **Section 4.1.**

36 The Association has the right and responsibility to represent the interests of all employees in the unit; to
37 present its views to the District on matters of concern, either orally or in writing; to consult or to be
38 consulted with respect to the formulation, development, and implementation of personnel policies which
39 are within the authority of the District and covered by this Agreement; and to enter collective negotiations
40 with the object of reaching an agreement applicable to all employees within the bargaining unit.
41

42 **Section 4.2.**

43 The Association shall promptly be notified by the District of any grievances or disciplinary actions of any
44 employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles
45 contained herein. The Association is entitled to have an observer at hearings conducted by any District
46 official or body arising out of grievance and to make known the Association's views concerning the case.
47
48

1 **Section 4.3.**

2 The names of employees in the respective general job classifications will be provided to the President of
3 the Association. The District, as part of the general orientation of each new employee within the unit
4 subject to this Agreement, shall describe to the employee the employee's rights under the Public

5
6 Employees Collective Bargaining Act of 1967 (RCW 41.56) and subsequent amendments hereto, and
7 shall provide such employee with a copy of this Agreement to be furnished the District by the
8 Association.

9
10 **Section 4.4.**

11 The Association reserves and retains the right to delegate any right or duty contained herein to appropriate
12 officials of the Public School Employees of Washington State Organization.

13
14 **Section 4.5.**

15 The President of the Association or the President's designated representative will be provided time off
16 without loss of pay to a total of three (3) days per year to attend regional or State meetings.

17
18 **Section 4.6.**

19 The President of the Association will be provided with information regarding employment status, hire
20 dates, fringe benefits, and similar information provided that the information does not require compilation
21 of special reports, can be obtained by reproducing existing District reports, and the personnel officer is
22 given at least one week's notice specifying the information requested.

23
24 **Section 4.7. Association Meeting Space.**

25 With the belief that an informed and involved workforce is in the best interest of both parties, we agree to
26 the following: The District will allow the Association the opportunity to use its facilities for Association
27 meetings as follows:

- 28
29 One monthly meeting using a school library, classroom or similar size space;
30 One annual meeting using a school gym for contract ratification;
31 One annual awards ceremony using a school commons;
32 Additional meetings as necessary and mutually agreed upon for the purpose of conducting
33 association business.

34
35 The association will incur no charges for these uses as long as they are scheduled at a time when custodial
36 staff are present. Association uses at other times will be charged per the District's fee schedule for non-
37 profit organizations. Scheduling will be done through the facilities secretary. The Association does not
38 have a preferential right for scheduling times.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are grievance procedures and collective negotiations on personnel matters including wages, hours and working conditions including the school year calendar. The Association shall have the right to name its representative(s) to the District's calendar negotiating committee. The Association's representative(s) on the committee shall have rights equal to those of all other committee members.

Section 5.2.

It is understood that the calendar is subject to bargaining. Nothing in this Agreement shall prohibit the District from forming an advisory committee prior to negotiating the Collective Bargaining Agreement. This committee will be comprised of various groups, such as certificated staff, classified staff and parents of District students. The committee will not recommend a calendar which is contrary to the Association's approval. Association representatives on the advisory committee shall have equal standing with all other bargaining unit representatives. Changes in this student instructional calendar, other than those required by emergency school closure, shall be subject to the mutual consent of the District and the Association. For emergency school closures, the Association shall be consulted regarding possible rescheduling dates.

Section 5.3.

It is further agreed that during the negotiations which preceded the acceptance of this Agreement, each party had the right to raise such issues as were of concern to it and were appropriate; and, during the term of this Agreement, it may not be reopened; however, this Agreement shall be reopened pursuant to Article XIX of the Agreement and specific sections of the Agreement may be reopened as specified in those sections.

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.

The Association shall designate a Representative Counsel of one (1) representative from each classification who will meet with the Superintendent of the District or the Superintendent's designated representative on a mutually agreeable regular basis to discuss appropriate matters, or to notify the District of an Association grievance, pursuant to Section 6.4.1. In the event such meetings are held during working hours for any of the Association representatives, such employees shall be given release time with no loss of compensation.

Section 6.2.

The Association representatives may prepare items for the agenda of such meetings during working hours. The District will provide suitable space to conduct such meetings, or other meetings called by the Association.

1 **Section 6.2.1.**

2 The District shall allow Association representatives to participate in negotiations, grievance
3 hearings, or disciplinary hearings during working hours if they cannot reasonably be scheduled
4 during non-working hours. Released time for negotiations shall be limited to one representative
5 from each job classification or a number equal to the number of job classifications; released time
6 for grievance hearings shall be limited to the grievant, required witnesses, and one (1) Association
7 representative, and released time for disciplinary hearings shall include one (1) Association
8 representative.

9
10 **Section 6.3.**

11 When meetings are held between representatives of the Association and representatives of the District
12 pursuant to Section 6.1, minutes shall be prepared if requested by either party. The District will arrange
13 for the preparation of such minutes and a draft will be made available to the representatives of the
14 Association for review prior to final preparation. The Association will be furnished copies of the
15 completed minutes.

16
17 **Section 6.4.**

18 The Association representatives shall represent the Association and employees in meeting with officials
19 of the District to discuss appropriate matters of mutual interest. They may receive and investigate to
20 conclusion complaints or grievances of employees on District time when the nature of the grievance
21 makes it necessary. They may not, however, continue to advise the employee on courses of action after
22 the employee has indicated that he does not desire to pursue a grievance. They may consult with the
23 District on complaints without a grievance being made by an individual employee.

24
25 **Section 6.4.1.**

26 A grievance initiated in the name of the Association shall be submitted by the President of Public
27 School Employees of Arlington pursuant to Article XVI of the current Collective Bargaining
28 Agreement. Such grievances shall deal with issues not directly affecting an individual employee
29 with access to the grievance procedure.

30
31 **Section 6.5.**

32 Association representatives, when leaving their work, shall first obtain permission from their immediate
33 supervisor. Permission shall also be obtained from the immediate supervisor of any employee being
34 contacted. The employees will report their return to work to their supervisors.

35
36 **Section 6.6. Bulletin Boards.**

37
38 **Section 6.6.1.**

39 The District shall provide a bulletin board in each school for the exclusive use of the Association.
40 The bulletins posted by the Association are the responsibility of the officials of the Association.
41 Each bulletin shall be signed by the Association official responsible for its posting. Unsigned
42 notices or bulletins may not be posted. There shall be no other distribution or posting by
43 employees or the Association of pamphlets, advertising, political matters, notices of any kind, or
44 literature on District property, other than herein provided.

45
46 **Section 6.6.2.**

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

1 **Section 7.5.**

2 In the event an employee works beyond the eight and one-half (8-1/2) hour day, said employee will be
3 allowed to take a ten (10) minute rest period before working overtime and every two (2) hours thereon. If
4 the overtime is less than two (2) hours, the ten (10) minute rest period shall be unpaid. If the overtime is
5 greater than two (2) hours, the ten (10) minute rest period(s) shall be paid as hours worked.
6

7 **Section 7.6. Shift Differential.**

8 Employees working second shift shall receive an additional two point five percent (2.5%) of the
9 employee's hourly rate per hour differential in pay. Employees working third shift shall receive an
10 additional five percent (5%) of the employee's hourly rate per hour differential in pay.
11

12 **Section 7.7.**

13 Employees required to work through their regular lunch periods will be given time to eat at a time agreed
14 upon by the employee and supervisor. In the event the District requires an employee to forego a lunch
15 period and the employee works the entire shift, including the lunch period, the employee shall be
16 compensated for the foregone lunch period at overtime rates.
17

18 **TRANSPORTATION**

19
20 **Section 7.8.**

21 Recognizing that the transportation classification present special shift challenges, the parties agree that
22 shifts shall be established in the transportation classification in relation to routes and driving times
23 requisite to fulfilling tasks as assigned by the Supervisor of Transportation. Bus drivers shall receive pay
24 for a minimum of one-half (1/2) hour per day for the purpose of cleanup, fluid maintenance, warmup, and
25 operational checks in addition to the actual hours of driving time. Drivers who operate more than one bus
26 in any given day will receive .1 hour (6 minutes) additional time per day per additional bus to pre/post trip
27 unless it falls within a minimum of six (6) minutes continuous time. If you are checking out a cold bus,
28 the driver will receive .2 hour (12 minutes) to pre/post trip any additional bus.
29

30 Bus drivers shall receive added pay for two (2) hours per year for maintaining student lists, route sheets
31 and completing State Count paperwork. This added work will be done at the direction of the
32 Transportation Supervisors. Bus drivers shall receive added pay for a maximum of one (1.0) hour per
33 month of documented time for the purpose of washing(s) their assigned bus. The driver must wash their
34 assigned bus to receive the pay. A driver may not go into overtime washing their assigned bus.
35

36 The actual hours of driving time shall be calculated to the next one-tenth (1/10) hour. If there are thirty
37 (30) minutes or less between assignments, the employee's hourly rate shall continue uninterrupted. If
38 there are more than thirty (30) minutes between assignments, the employee's hourly rate shall cease at the
39 conclusion of the assignment, provided the assignment ends at the point-of-beginning, and will
40 commence at the beginning of the next assignment. All hours worked in excess of forty (40) hours per
41 week shall be compensated at the rate of one and one-half (1-1/2) the employee's hourly rate. Shifts in
42 relation to routes shall be defined as regular routes or added work as defined in the following subsections.
43 Bus drivers shall receive a fifteen (15) minute rest period for three (3) consecutive hours of driving time.
44

45 **Section 7.8.1. Regular Scheduled Daily Routes.**

46 All regular scheduled daily routes in support of the instructional program shall be defined as
47 regular scheduled daily routes, hereinafter "routes." "Added work" shall be defined as all regular
48 scheduled working support of the instructional program before, in between, or after regular

1 scheduled daily routes, not to include extra trips. Pay for added work shall be the same as that for
2 regular routes.

3
4 **Section 7.8.1.1.**

5 All drivers shall be required to attend a meeting called by the Transportation Supervisor
6 for the purpose of fulfilling training required by State regulations or the District as a
7 condition of continued employment.

8
9 The Transportation Supervisor may authorize pay for employees who attend non-
10 mandated approved meetings/activities that meet District goals whenever such
11 meetings/activities are scheduled outside of the employee's regular workday.

12
13 **Section 7.8.1.2.**

14 A full route bid will be held each year before school starts. The District will reach an
15 agreement with the PSE Transportation Representative of the proposed date of the full
16 route bid. The District will give Drivers a minimum of five (5) days notice before such
17 route bid and will distribute with the notice the proposed routes to bid on. Bidding or
18 rebidding of routes is by seniority. Added work will be bid separately by seniority from
19 regular routes. The District will schedule a partial route bid for the beginning of October
20 to coincide with open insurance enrollment deadline, for new routes or those routes that
21 have changed by sixty (60) minutes or more, per week, since the full route bid. Drivers
22 shall receive five (5) days advance notice of this bid. If after the October partial bid, a
23 driver changes thirty (30) minutes or more three (3) days per week for ten consecutive
24 school days from their regular route or added work, the Supervisor of Transportation, in
25 consultation with the PSE Transportation Representatives, will endeavor to secure
26 additional work to make-up the lost time. In the interest of working collaboratively to
27 devise the least disruptive solutions to filling open routes or added work that becomes
28 open after the October partial bid, the parties agree to the following: The Transportation
29 Director with concurrence from both the PSE Transportation Representative and the PSE
30 President may conduct additional bids throughout the school year to fill open routes or
31 new added work. These bids will be scheduled in advance and will not be subject to the
32 five (5) day posting per Section 11.12. Further, if a route or added work becomes open
33 after the October bid, the Supervisor of Transportation, in consultation with the PSE and
34 Transportation Representatives will attempt to devise a solution that will cause the least
35 disruption to the current routing assignments. Such routes shall be posted as provided in
36 Article XI, Section 11.9 and 11.12 of this Agreement, and shall be subject to both bidding
37 and bumping rights. Buses will be assigned based on equipment requirements on route.
38 Once that requirement is fulfilled, driver seniority will be taken into consideration.

39
40 **Section 7.8.1.3. Displaced Students.**

41 In the case of transporting displaced students, the Supervisor of Transportation will
42 temporarily assign such students to the most senior driver that fits the route assignment,
43 without placing the driver into overtime. Because of the temporary nature of the
44 attendance of displaced students, the additional time added to the route will not trigger a
45 new route bid. PSE will be notified when new displaced students are added to routes.
46 The Supervisor of Transportation and PSE Transportation Representatives will discuss
47 placement of Displaced Student(s) every four (4) weeks to ensure efficiency. It is not the
48 intent of the District or PSE for any affected driver to lose time or benefits as a result of

1 adjustments in routes of displaced students. All such route adjustments will be discussed
2 with PSE Transportation Representatives.

3
4 **Section 7.8.1.4. Displaced Students.**

5 After twenty (20) consecutive school days, a displaced student shall be attached to a
6 driver's route for additional time and benefits, provided they can be removed from the
7 driver's contract when the student moves or changes routing assignment.

8
9 **Section 7.8.2. Extra Trips.**

10 All regular drivers who are present during the weekly bidding period are eligible to bid extra trips.

11 All other transportation activities, excluding ski trips and non-regular scheduled daily routes as in
12 the following paragraph of this section, shall be considered extra trips. Employees may use
13 District vehicles to transport students to special events when said employee is in full compliance
14 with Federal and State rules and regulations and District Policies and Procedures. A school may
15 use up to two (2) vans at a time to transport students for student-related activities. If three (3) or
16 more vans are required to transport students, then a bus will be scheduled for the trip. Examples
17 of some special events are field trips, extracurricular activities and trips to students' homes when
18 unusual circumstances demand.

19
20 Furthermore, the District may utilize commercial charters if the trip exceeds two hundred (200)
21 miles round trip or it is determined that to do so is in the best interest of the District and program,
22 and the charter is agreed to by the Association's Transportation representative.

23
24 **Section 7.8.2.1. Bidding Of Extra Trips.**

- 25
26 A. The transportation supervisor shall establish a roster of all regularly employed drivers
27 requesting extra trips in descending seniority order. The roster shall be posted in a
28 conspicuous place for easy review by all drivers. Substitute bus drivers, included
29 within the bargaining unit, shall not be included on the aforementioned roster.
- 30 B. Extra trip bidding shall take place on Thursday mornings for the following workweek.
31 The workweek shall be defined as 12:00 AM Sunday through Saturday 11:59 PM.
32 All known trips for the following week will be posted for review by noon (12:00 p.m.)
33 on Wednesday of the bid week.
- 34 C. Drivers may bid for extra trips to place their hours for the week as close to the
35 maximum allowed, (40) hours per week. No driver shall bid a trip, which will exceed
36 the forty (40) hours per week maximum. Drivers shall bid for no more than one trip
37 per rotation. Drivers declining to bid in rotational order shall be bypassed until their
38 next rotational turn. Drivers that have accepted an extra trip and subsequently do not
39 carry out the trip for any reason other than illness or bona fide emergency shall be
40 removed from all consideration ("off the board") for extra trips for a duration of time
41 as follows: First instance in a school year, two (2) bidding opportunities; second
42 instance in a school year, four (4) bidding opportunities, third instance in a school
43 year, eight (8) bidding opportunities and after the fourth instance in a school year, the
44 driver will be removed from all consideration for the remainder of the school year.
45 Drivers who are "off the board" will not be permitted to bid on late trips, unbid trips
46 (left over after bid) and reposted (driver declined) trips. "Off the board" drivers shall
47 only be able to sign for available mid-day work. A committee consisting of the PSE
48 Transportation Representative or Alternate and three (3) Drivers, [one (1) being

1 Alternate], that are elected by the Transportation Drivers will decide if a declined trip
2 is the result of a bona fide emergency. The next eligible driver shall be clearly
3 identifiable at all times.

- 4 D. All regular drivers who are present or who have left a valid proxy form with the
5 transportation director's designee during the weekly bidding period are eligible to bid
6 extra trips. The selection of extra trips shall start with the senior driver having
7 available time. The selection will continue in descending order until as many trips as
8 possible are assigned to the drivers with available time.
- 9 E. Extra trips not bid on Thursday during trip bid or extra trips which are bid on and then
10 declined will be left hanging on the trip board for regular drivers to sign, by trip
11 marker. Extra trips not bid/signed twenty-four (24) hours before the trip departure or
12 by Monday Morning may be assigned to substitute drivers.
- 13 F. Copies of scheduled extra trips (daily dispatch log) will be placed in a conspicuous
14 location for driver information of upcoming available trips. Management will make
15 every effort to maintain a two-week posting of scheduled extra trips, placing the
16 upcoming pages before the end of the Friday workday.
- 17 G. The transportation supervisor may bypass a driver for assignment to an extra trip if:
18 1. The trip requires driving skill or knowledge of the area which the supervisor feels
19 the driver does not yet possess.
20 2. There is evidence that relationships with the advisors or students who will be
21 transported are such that student management or safety problems will occur.
22 3. When performance of the driver on regular routes, added work or extra trips has
23 been below acceptable performance standards.
24 The supervisor shall orally inform the driver of the reason(s) for the bypass
25 and subsequently submit a written reason to the Superintendent who shall
26 provide a copy to the driver.
- 27 H. Extra trips that are of a sudden or unforeseen nature, and are therefore not conducive
28 to scheduling consistent with B and C above, shall be offered to the driver next
29 eligible in rotational order (the driver(s) following the last driver assigned pursuant to
30 B and C above).
- 31 I. Extra trips that are canceled through no fault of the driver and for which the driver has
32 either reported for work or is preparing the bus, shall be compensated for two (2)
33 hours at the driver's regular hourly rate.
- 34 J. The supervisor of transportation, in the event of a bona fide emergency, shall have the
35 discretion to select any available regular employed driver, or failing to secure a regular
36 employed driver, may select a substitute driver. If the emergency occurs more than
37 twelve (12) hours prior to the trip pick-up time, the trip shall be posted. If an extra trip
38 is received after 4:30 p.m. and departs the following day prior to 9:30 a.m., it will be
39 filled as received on an emergency basis. Emergency basis being defined as the
40 Supervisor and/or the Assistant Supervisor are unable to fill the trip during their
41 normal scheduled hours.
- 42 K. Driver's performing extra trips and out of town trips may be subject to periodic
43 evaluation while on actual trip. Substitutes may be evaluated on the first extra trip
44 and/or periodically thereafter.
- 45 L. All overnight trips will be bid first. All overnight trips shall go by seniority, without
46 regard to overtime.
- 47
48

1 **Section 7.8.3. Transportation Compensation.**

2 Transportation personnel shall be compensated in accordance with the following subsections.

3
4 **Section 7.8.3.1. Extra Trips.**

5 Shall be compensated at the regular hourly rate in accordance with Section 7.8.

6
7 **Section 7.8.3.2. Added Work.**

8 Added work that will not be driven by the regular contracted driver shall be posted each
9 morning and shall be assigned by seniority to regular drivers. Drivers shall not sign for
10 added work if it will cause them to exceed forty (40) hours per week. Added work that is
11 not assigned to regular drivers may be assigned to substitute drivers.

12
13 **Section 7.8.3.3. Extra Trips Exceeding One Day's Duration.**

14 Drivers will be compensated for a minimum of the eight (8) hours and/or for the total
15 hours of the trip, whichever is greater. Drivers will be provided adequate time for rest
16 without the responsibility for supervision of students.

17
18 **Section 7.8.4.**

19 Driver Trainer seniority shall be established with the earliest Driver Trainer certification date
20 regardless of years of service. Driver Trainers hired after September 1, 2003, shall be placed at
21 the bottom of the Driver Trainer seniority list regardless of the date of their certification. If at any
22 time a driver trainer allows their certification to lapse, said driver shall be placed at the bottom of
23 the seniority list upon re-certification. If two or more existing Driver Trainers have the same
24 certification date, then the Driver Trainer seniority shall be determined by date of hire seniority.

25
26 Driver Trainer work is that work which by law can only be performed by a certified Driver
27 Trainer. The Driver Trainer seniority list shall only be used to assign Driver Trainer work.

28
29 **Section 7.8.5. Closures.**

30 In the event that school district buildings or sites are closed because of natural disaster such as
31 (but not limited to) severe storm damage, flooding, fire, earthquake, tsunami and the like, the
32 District will make a reasonable effort through established procedures (e.g., phone tree, radio
33 and/or TV) to notify employees who must report to work. Employees reporting to work shall
34 receive a minimum of two (2) hours pay at base rate in the event of such a closure; provided,
35 however, no employee shall be entitled to any such compensation in the event of actual
36 notification by the District of the closure prior to leaving home for work.

37
38 In the event of a prolonged school closure, the District will meet with PSE to discuss work-related
39 options.

40
41 **Section 7.9. Food Service Personnel.**

42 Recognizing the work load of Food Service personnel may vary from day to day depending upon the type
43 of meals to be served and the level of participation anticipated, the Food Service supervisor may extend
44 the shift of any employee up to five (5) hours in any one week (to a maximum of eight (8) hours in any
45 one day). The Food Service supervisor shall attempt to notify employees at least one day in advance, but
46 if the additional need could not reasonably have been expected, the supervisor may request that the
47 employee work an extended shift on the same day. The employee may decline this extended shift if one
48 (1) day's notice has not been given and the supervisor may offer the extended shift to another employee.

1 **Section 7.9.1.**

2 In the event that a food service employee is absent, the substitute will be placed at the least
3 senior position for the affected building, and the remaining employees for the affected building
4 will move up to the next corresponding senior position for the duration of the absence.

5
6 **Section 7.9.1.1.**

7 Thirty (30) minutes or less can be added to shift per year without a job posting for food
8 service only.

9
10 **Section 7.9.2. Paraeducator Class Size Relief Hours.**

11 Class load relief hours for paraeducators shall be bid pursuant to Section 11.10.2.

12
13 **Section 7.9.3. Preparation Time.**

14 With supervisor's approval, paraeducators may be paid for preparation time prior to the beginning
15 of school, in addition to their assigned hours, for the purpose of preparing for the school year.

16
17 **Section 7.10.**

18 Employees requested to work a shift regularly filled by a higher paying classification employee shall
19 receive compensation equal to that normally received by the employee in the higher paying classification,
20 commencing with the first day of such assignment.

21
22 **Section 7.11.**

23 Only employees, employed regularly as classified employees, will be used to fulfill all job assignments
24 within their respective general job classifications for which compensation is granted, unless no qualified
25 employee of the classification is available.

26
27 **Section 7.12.**

28 No regular scheduled shift shall be for less than two (2) hours. However, an exception to the minimum
29 two (2) hour regular scheduled shift will be made for bargaining unit members, serving as "Lunchroom
30 Monitor/Server" and "Playground-Student Monitor" which will be permitted to work a minimum one (1)
31 hour regular scheduled shift. Weston High School will be exempt from the minimum one (1) hour shift
32 requirement.

33
34 **Section 7.13. Overtime.**

35 Overtime assignments, other than those met by the supervisory personnel, and extended time
36 (compensated at overtime rates except as otherwise provided for in Section 7.8) shall be distributed in
37 accordance with seniority provisions as hereinafter provided; EXCEPT that if the overtime is an
38 extension to complete work which is part of an employee's regular assignment, that employee shall be
39 offered the overtime. The overtime rate shall be one and one-half (1-1/2) the employee's regular hourly
40 rate. In the assignment of overtime, the District agrees to provide the employee with as much advance
41 notice as practicable in the circumstances. Normally, employees designated to work overtime on days
42 outside their regular workweek will be advised of the possibility no later than twenty-four (24) hours prior
43 to the end of the last shift before overtime commences. All hours worked in excess of forty (40) hours
44 per week shall be compensated at the overtime rate.

1 **Section 7.13.1. Compensatory Time Off.**

2 For all employees except Bus Drivers, an employee may, at his/her option, request compensatory
3 time off in lieu of authorized overtime compensation or payment for authorized hours worked
4 beyond the employee's normal work shift. Compensatory time, if granted, may be accrued up to a
5 maximum of two hundred and forty (240) hours; provided, however, that records shall be
6 maintained by the District and there must be a reasonable expectation that the employees will be
7 provided an opportunity to expend the accrued time prior to one (1) year subsequent to the time in
8 which it is earned. The District shall not solicit employees to accept compensatory time in lieu of
9 other compensation. Compensatory time in lieu of overtime as provided in this Article shall be
10 accrued and be granted at the appropriate rate as stated in this Article for each hour worked. Any
11 employee who is discharged or who terminates employment shall receive payment for unused
12 accrued Compensatory Time with the final paycheck.

13
14 **Section 7.14.**

15 Employees shall receive a minimum of two (2) hours pay, at overtime rates, for each duty call, provided
16 they are a contracted 260 day, eight hour a day employee. All other employees will receive two (2) hours
17 of their regular pay for each duty call, unless they have worked forty (40) hours during the week of the
18 duty call. Then they shall receive a minimum of two (2) hours pay at overtime rates, for each duty call. A
19 duty call is defined as any work other than the normal work shift and workday noncontiguous with the
20 normal work shift or workday.

21
22 **Section 7.15. Retirement.**

23 In determining whether an employee subject to this Agreement is eligible for participation in the
24 Washington State Public Employees' Retirement System, the District shall report all hours worked,
25 whether straight time, overtime or otherwise. The District shall report hours worked in the legally correct
26 manner which maximizes retirement benefits for employees.

27
28 **Section 7.16.**

29 Employees may be given an opportunity to provide services different from their regular job descriptions
30 and/or different from any existing position description on a temporary basis. These services may include
31 those related to school activities or temporary positions (not more than sixty (60) days per year) to
32 accomplish needed tasks. Selection will be made from volunteers only based on qualifications as
33 determined by the District, and will be compensated as provided for elsewhere in this Agreement.
34 Employees who are employed in more than one classification shall be paid the appropriate rate for each
35 classification including but not limited to, Section 18.2.3 of this Agreement.

36
37 **Section 7.17.**

38 All drivers shall be contracted for the days that Arlington Schools are in session plus any additional in-
39 service days. Work days and hours will be made known to the drivers at the time the annual assignments
40 are made. All drivers are required to work each of their contracted days and all of their contracted time.
41 Drivers with out-of-district students will have the option of not driving their out-of-district students on
42 days that Arlington Schools are not in session. If this results in working less days or hours than their
43 contract, the Transportation Supervisor, in consultation with the PSE Transportation Representative, will
44 work out additional days and or hours for the driver to work. Drivers need to inform dispatch at least five
45 (5) working days in advance if they are choosing to not drive their out-of-district students on the days that
46 Arlington is not in session. If a driver chooses to drive their out-of-district students on days that
47 Arlington is not in session, they will do so using added time.

1 **Section 7.18.**

2 Members of the bargaining unit may be temporarily advanced to a higher paying classification during
3 times when school is not in session (Winter, Spring, and Summer break). All advancements, in
4 accordance with this Section shall be set forth in a "Supplemental Contract." Employees will suffer no
5 adverse impact on rights, benefits and privileges available to them pursuant to the Agreement.
6

7 **Section 7.19.**

8 Casual Labor positions may be employed up to sixty (60) working days annually during time school is not
9 in session (Winter, Spring, and Summer break). Casual Labor positions may not be utilized to replace
10 any regular employee, as per Schedule A. However, Casual Labor positions may be employed to replace
11 a regular employee, as per Schedule A, who is temporarily filling a higher classification in accordance
12 with Section 7.18 of the Agreement. All Casual Labor positions must work under the direct supervision
13 of a regular classified employee, as per Schedule A.
14
15
16

17 **ARTICLE VIII**

18 **BYRNES PERFORMING ARTS CENTER (BPAC)**
19
20

21 **Section 8.1.**

22 BPAC positions that are subject to this Article are usher, house manager, stage crew member, stage
23 manager, lighting technician, sound technician and ticket seller. It is not the intention for this article to
24 apply to other School District facilities.
25

26 **Section 8.2.**

27 All BPAC positions listed above are on call positions. The amount of hours and days of work available
28 will depend upon the actual number of events and performances held in the BPAC and the staffing needs
29 for each event.
30

31 **Section 8.3.**

32 When a House Manager's average working hours for District events meets or exceeds the two (2) hours
33 per day minimum as stated in Section 7.12, they shall be subject to and enjoy all of the rights and
34 responsibilities of a regular employee except as otherwise excluded in Article VIII. All other BPAC work
35 will be time sheeted as extra time and will not be contracted. BPAC workers with multiple District
36 positions are responsible for ensuring that they do not exceed 40 hours of work in a week without prior
37 authorization.
38

39 **Section 8.4.**

40 District events may use unpaid students as ushers, stage managers, stage crew members, lighting
41 technicians and sound technicians. District events may also use unpaid volunteers to assist certificated
42 staff with BPAC events provided they are not doing bargaining unit work. Non-District events will use
43 paid bargaining unit members; this staffing may be augmented by technicians and support personnel
44 provided by the renter.
45
46
47
48

1 **Section 8.5.**

2 The BPAC Coordinator will fill available work assignments for stage managers, stage crew members,
3 lighting technicians, sound technicians, ushers and ticket sellers based upon workers availability and the
4 technical skills and abilities needed for each specific event.

5
6 **Section 8.6.**

7 The following sections are not applicable to workers covered by this Article:
8 Sections 7.1 through 7.9.3; and Sections 7.17 through 7.19.

9
10 **Section 8.7.**

11 Substitute BPAC employees shall receive ninety percent (90%) of the applicable Step 1 hourly rate or
12 minimum wage whichever is greater.

13
14 **Section 8.8.**

15 BPAC employees included within the bargaining unit shall be considered to be on probationary status
16 until sixty (60) days after they have established a "hire date."

17
18 **Section 8.9.**

19 BPAC Employees shall not accumulate seniority nor longevity unless they meet the standard of
20 continuous daily employment (Section 11.4.)

21
22
23 **ARTICLE IX**

24
25 **HOLIDAYS AND VACATIONS**

26
27
28 **Section 9.1.**

29 Twelve (12) month employees shall be paid for two hundred sixty (260) days. They shall be entitled to
30 the following paid holidays. If one of the designated holidays falls on a Saturday or Sunday, or if school
31 is in session on any of these holidays, the employee will receive pay for that day or an additional day off.

- | | | | |
|----|----|---------------------------|----------------------------|
| 32 | 33 | 1 & 2. New Year's Day and | 7. Labor Day |
| | 34 | One Additional Day | 8. Veterans' Day |
| | 35 | 3. Martin Luther King Day | 9. Thanksgiving Day |
| | 36 | 4. Presidents' Day | 10. Day after Thanksgiving |
| | 37 | 5. Memorial Day | 11 & 12. Christmas Day and |
| | 38 | 6. Independence Day | One Additional Day |

39
40 **Section 9.1.1.**

41 Employees who work two hundred twenty (220) days or more, but less than two hundred sixty
42 (260) days shall be entitled to ten (10) paid holidays.

- | | | | |
|----|----|---------------------------|---------------------------|
| 43 | 44 | 1. New Year's Day | 6. Thanksgiving Day |
| | 45 | 2. Martin Luther King Day | 7. Day after Thanksgiving |
| | 46 | 3. Presidents' Day | 8 & 9. Christmas Day and |
| | 47 | 4. Memorial Day | One Additional Day |
| | 48 | 5. Veterans' Day | 10. Labor Day |

1 **Section 9.2.**

2 Employees who work fewer than two hundred twenty (220) days are entitled to eight (8) paid holidays as
3 follows, if holidays fall within the employee's assigned working year:
4

- | | | |
|---|---------------------------|---------------------|
| 5 | 1. New Year's Day | 5. Labor Day |
| 6 | 2. Martin Luther King Day | 6. Veterans' Day |
| 7 | 3. Presidents' Day | 7. Thanksgiving Day |
| 8 | 4. Memorial Day | 8. Christmas Day |

9
10 **Section 9.3. Holidays During Vacation.**

11 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra
12 day of vacation with pay in lieu of the holiday as such.
13

14 **Section 9.4. Worked Holidays.**

15 Employees who are required to work on the above described holidays shall receive the pay due them plus
16 one and one-half (1-1/2) times their base rate for all hours worked on such holiday.
17

18 **Section 9.5. Vacations.**

19 All employees subject to this Agreement shall earn hours of vacation credit, based on hours worked
20 during the period September 1 to August 31, compiled as follows:
21

22 <u>Longevity</u>	23 <u>Formulation Of Hours Of Vacation Credit</u>
24 1 - 4 years	25 One hour of vacation for each 24.8 hours worked
26 5 - 9 years	27 One hour of vacation for each 16.5 hours worked
28 10 - 19 years	29 One hour of vacation for each 12.4 hours worked
30 20+ years	31 One hour of vacation for each 10 hours worked

32 **Section 9.6.**

33 Twelve (12) month employees may take vacation in lieu of regular work days. All other employees will
34 be paid for vacation hours accumulated at their regular hourly rate. If the work year exceeds two hundred
35 sixty (260) regular work days (including paid holidays) the work days in excess of two hundred sixty
36 (260) will be added to the annual vacation.
37

38 Employees must submit vacation requests to their supervisors at least two weeks in advance of the
39 requested vacation date(s). Approval of vacation requests will be granted on a first-come, first-serve
40 basis. Request for vacation days may be submitted twelve months in advance of the requested date(s).
41 Conflicts over vacation requests will be resolved by the application of seniority preference, in which
42 instance the senior employee shall be granted the requested date.
43

44 **Section 9.7.**

45 If an employee leaves the position before the end of the school year working assignment, the employee
46 will be compensated for accumulated vacation hours.
47

48 **Section 9.8.**

Employees may carry up to thirty (30) days vacation over and may be paid for such vacation on request in
the final year prior to contemplated retirement as a part of regular salary and such payments will be
subject to withholding for State Retirement programs so long as there is no additional cost to the District

1 to qualify such salary payments for inclusion as a part of the average salary compensation for the
2 employee.

3
4 **Section 9.9.**

5 Substitute and BPAC employees not contracted per Section 8.3. shall not be entitled to vacation or
6 holiday pay.
7

8
9
10 **ARTICLE X**

11
12 **LEAVES**

13
14 **Section 10.1. Sick Leave.**

15
16 **Section 10.1.1.**

17 Twelve (12) days of sick leave will be granted each regular employee who works the approved
18 district student calendar or more days per work year. Employees who work less than the approved
19 district student calendar days per work year will earn one (1) day each fifteen (15) days worked.
20 A "day" of sick leave is a typical or average work day of the employee.
21

22 At the beginning of each work year, or at the time an employee is hired, the employee shall be
23 credited with the days of sick leave to which the employee would normally be credited during the
24 balance of that work year. Sick leave shall be vested when credited and may be accumulated for
25 one hundred eighty (180) days or the employee's highest work year, whichever is greater.
26

27 Sick leave may be utilized to care for a child of the employee under the age of eighteen with a
28 health condition that requires treatment or supervision as required by the provisions of
29 RCW 49.12.005 as defined by WAC. The District may require verification of illness by the
30 employee's personal physician.
31

32 **Section 10.1.2.**

33 If absence is a result of a job related injury and workman's compensation is received by the
34 employee, sick leave pay shall be the difference between regular salary for the employee and the
35 amount of workman's compensation received. Days lost due to work related injuries shall not be
36 deducted from sick leave.
37

38 The District's obligation under this Agreement shall continue until the workman's time loss
39 compensation claim is terminated, the employee retires, or the employee resigns, whichever
40 occurs first. The employee may utilize accumulated sick leave if the workman's compensation
41 claim has been terminated and the employee is still unable to return to work.
42

43 Sick leave may be utilized for the first day of a family illness.
44

45 Sick leave may also be used for emergencies such as natural disasters and other unforeseen events
46 which make it impossible for the employee to make it to work. Transportation failure or weather
47 conditions which do not require the closing of school shall not be considered emergencies, except
48 that employees living in the school district may request sick leave if road conditions are unusually

1 severe where they reside and the Superintendent may approve this request if in his/her opinion the
2 employee would face unusual risks if an attempt were made to get to work. This judgment shall
3 not be the subject of a grievance.
4

5 **Section 10.1.3.**

6 Employees who have accrued sick leave while employed by another public school district in the
7 State of Washington shall be given credit for such accrued sick leave upon employment by the
8 District.
9

10 **Section 10.1.4.**

11 For purposes of calculating sick leave cash-out, one (1) day shall mean the number of regularly
12 scheduled hours in a normal work day for that employee at the time of the cash-out. The
13 maximum number of "days" which may be cashed out at any time is one hundred eighty (180).
14

15 In January of the year following any year in which a minimum of sixty (60) days of leave for
16 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
17 option to receive remuneration for unused leave for illness or injury accumulated in the previous
18 year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full
19 days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury
20 for which compensation has been received shall be deducted from accrued leave for illness or
21 injury at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED,
22 that no employee may receive compensation under this section for any portion of leave for illness
23 or injury accumulated at a rate in excess of one (1) day per month. At the time of separation from
24 School District employment due to retirement or death, an eligible employee or the employee's
25 estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of
26 the employee for each four (4) full days accrued leave for illness or injury.
27

28 **Section 10.1.5. Shared Leave.**

29 Employees represented by this Agreement shall be able to utilize all rights and obligations
30 available to them through any District administered leave sharing program as authorized by State
31 law and District policies and procedures.
32

33 **Section 10.2. Bereavement Leave.**

34 Bereavement leave shall be non-cumulative and allowed as follows:
35

- 36 A. Up to five (5) days per occurrence shall be granted with pay for bereavement of a member of the
37 immediate family. The immediate family consists of grandparents, grandchildren, parents, spouse,
38 brothers, sisters, sons, daughters, in-laws, and legal wards of the employee. Such leave is non-
39 cumulative.
40
- 41 B. Up to three (3) days per occurrence with pay for all other family members. Other family members
42 consist of great-grandparents, great-grandchildren, aunts, uncles, nephews, nieces and cousins. Two
43 (2) additional days, with pay, will be extended by the Superintendent or his/her designee for travel
44 outside the state; or two (2) additional days with pay may be extended by the Superintendent or
45 his/her designee for extenuating circumstances. The total number of days for bereavement with pay
46 shall not exceed five (5) days per occurrence.
47
48

1 An employee may request use of personal leave or emergency leave for bereavement of a close friend
2 from his/her immediate supervisor. If denied, the employee may appeal to the Superintendent.
3

4 **Section 10.3. Personal Leave.**

5 Two (2) days per year of paid leave shall be allowed for business of a personal or emergency nature which
6 cannot be accomplished on a weekend or non-work day. The employee shall not be required nor asked to
7 state a reason for the leave beyond the term "personal" unless the request will extend a holiday, is on a
8 Friday, or during the last twenty (20) student school days. Where granted, an employee shall receive
9 leave based upon his/her regular hours of work. Leaves will be taken in half-day or whole day increments
10 unless otherwise approved by the employee's supervising administrator. This provision is limited to five
11 percent (5%) utilization per day throughout the unit and the leave may not be used to extend a vacation or
12 holidays. Based upon regular work hours, employees may receive remuneration for unused personal
13 leave days at a rate of two (2) for one (1) in a school year. Employees who use one day personal leave
14 will be able to cash in their remaining unused day at fifty percent (50%) or the established rate of two-to-
15 one (2:1). One (1) day may be carried over to the following contract year for a total of three (3) personal
16 days. Employees must notify the district if they want to carry over personal leave each year by June 30th.
17 Except in the case of any emergency, five (5) days notice of the intent to use a personal day is required.
18

19 **Section 10.4. Maternity Leave.**

20 Upon application, the District may grant maternity leave. Such leave shall commence at such time as the
21 employee's medical advisor deems necessary. Employees granted maternity leave may, at their option, be
22 allowed compensation for time actually disabled, as certified by their physician, up to the amount of
23 accumulated sick leave. Before returning to work, the employee must file with the personnel office a
24 physician's statement certifying her as able to return to work. Employees must return to work not later
25 than six (6) weeks after obtaining the physician's clearance.
26

27 **Section 10.5. Paternity Leave.**

28 A male employee, upon request, may be granted up to three (3) days leave, on or about the date of the
29 birth of his child. Such leave shall be deducted from that accumulated pursuant to Section 10.1 above.
30

31 **Section 10.6. Judicial Leave.**

32 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a
33 codefendant with the District, such employee shall receive a normal day's pay for each day of required
34 presence in court; provided, however, that any compensation received for such service shall be paid to the
35 District. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In
36 the event that an employee is a party in a court action, such employee may request a leave of absence.
37

38 **Section 10.7. Leave Of Absence.**

39
40 **Section 10.7.1.**

41 The Superintendent may recommend and the Board may approve, at its option, a leave of absence
42 for a period of up to one (1) year; provided, however, if such leave is granted due to extended
43 illness, one (1) additional year will be granted upon request. In making its decision, the Board
44 shall consider:

- 45
46 A. The length of continuous employment in the District. (Ordinarily at least two (2) years of
47 satisfactory service will be required.)
48

- 1 B. The District may grant an employee a leave of absence without pay for such reasons as: (a)
2 compelling personal matters, (b) education, (c) childcare, and (d) health: or any situation
3 deemed to justify such leave. Requests for a leave of absence must be presented in writing to
4 the District's Human Resources Department. Upon recommendation of the employee's
5 supervisor and the approval of the superintendent or the superintendent's designee, an
6 employee may receive a leave for a period not to exceed twelve (12) months except where
7 otherwise provided in this Agreement. Such leave requests will be considered on a case-by-
8 case basis. The decision to grant such requests shall be at the sole discretion of the
9 superintendent or the superintendent's designee, except where otherwise provided in this
10 Agreement.
- 11 C. The effect of the leave on the efficiency of the District's operations.

12
13 An employee on leave who obtains other employment shall be terminated as an employee of the
14 District.

15
16 **Section 10.7.2.**

17 The returning employee will not necessarily be assigned to the identical position occupied before
18 the leave of absence. However, provided a vacancy exists for which the employee is qualified, the
19 employee shall be reinstated to a position equivalent in duties and salary to that held at the time
20 the request for leave of absence was approved.

21
22 If a vacancy does not exist equivalent in duties and salary, a layoff consistent with other
23 provisions of this Agreement will be instituted to create an appropriate position.

24
25 **Section 10.7.3.**

26 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on
27 leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the
28 employee is on leave of absence.

29
30 **Section 10.7.4. Leave of Absence/ L & I/ and Bidding.**

31 Employees who are unable to perform their assigned duties due to being placed on L&I or Leave
32 of Absence, are not eligible to bid or apply for open positions during their term of absence. Upon
33 return to employment with the Arlington School District, said employees may use Section 11.10.
34 of the PSE contract to determine their job placement.

35
36 **Section 10.8. Family and Medical Leave Act.**

37 As provided by Federal law, eligible employees will be allowed to take up to twelve (12) weeks of unpaid
38 family and medical leave time off per year, per family, in the event of the birth or adoption of a child, or
39 placement (in foster care) of a son or daughter, or in the event that they experience a serious illness which
40 prevents them from performing the functions of their job, or if they need to take time off to care for a
41 seriously ill family member in accordance with Arlington School District Policy 5330, "Family Leave,"
42 which is included in this Agreement as an Appendix.

43
44 **Section 10.8.1. Leave For Religious Observance.**

45 Employees who observe religious holidays which are not included in Article VIII of this
46 Agreement, shall be allowed two (2) days of unpaid leave annually for the observance of such
47 holidays. Employees requesting such leave shall provide written notice to their supervisor no later
48 than two (2) weeks prior to the holiday of their intention to take such leave.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XI

**LONGEVITY, TEMPORARY EMPLOYEES, SUBSTITUTE EMPLOYEES,
PROBATION, SENIORITY AND LAYOFF PROCEDURES**

Section 11.1.

Longevity shall be defined as the sum of an employee's period(s) of employment with the District. Longevity is not seniority. Longevity shall be utilized to determine hours of vacation credit and Schedule A incremental step placement. Refer to Section 17.1. Substitute employees, included within the bargaining unit, shall not acquire longevity.

Section 11.2. Substitute Employees.

For purposes of this section, "days" shall mean a normal work shift for the employee the substitute is replacing. If the substitute works less than a normal shift, the time worked shall be rounded to the nearest half shift or "half day."

Substitute employees shall not be entitled to vacation or holiday pay.

Substitute employees shall be given an opportunity to apply for open positions. Section 11.4 shall determine the "hire date" for employees.

Substitute employees shall be considered to be on probationary status until sixty (60) days after they have established a "hire date."

Section 11.2.1. Leave Replacement Employees.

When a Board approved leave exceeds forty-five (45) days and the District determines that a replacement employee is needed, a leave replacement position will be posted and filled.

Section 11.3. Temporary Employees.

A temporary employee shall be defined as an employee hired on a temporary basis for not more than sixty (60) days in a twelve (12) month period, who does not replace a regular employee. If the employee is retained for more than sixty (60) days, the employee will be subject to all rights and duties contained in this Agreement retroactive to the first day of such continuous employment. If the District replaces a temporary employee with another temporary employee in the same position, the sixty (60) day employment period shall include days worked by both employees.

Section 11.4.

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

Section 11.4.1.

In the event more than one employee in the general job classification set forth in Article I, Section 1.4 is awarded the same seniority date, the question of seniority among those employees shall be determined within thirty (30) days of hire by comparison of employment application dates of the effected employees. The employee with the earliest original application date for employment in the District shall be determined to be the senior employee. In the event the application dates are the same, Public School Employees and the District shall meet with the

1 effected employees and mutually agree upon the process of resolution. Determination of seniority
2 in like cases during previous agreements shall be observed during this and future agreements. The
3 decision shall be binding and not subject to grievance as defined in Article XVI.
4

5 **Section 11.5.**

6 Each new hire shall remain in a probationary status for a period of not more than ninety (90) days
7 following the hire date. During this probationary period the District may discharge such employee at its
8 discretion. Substitute employees, included within the bargaining unit, shall be considered to be on
9 probationary status until sixty (60) days after they have established a "hire date."
10

11 **Section 11.6.**

12 Upon completion of the probationary period, the employee will be subject to all rights and duties
13 contained in this Agreement retroactive to the hire date.
14

15 **Section 11.7.**

16 The seniority rights of an employee shall be lost for the following reasons:
17

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

23 **Section 11.8.**

24 Seniority rights shall not be lost for the following reasons, without limitation:
25

- 26 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 27 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
28 United States; or
- 29 C. Time spent on other authorized leaves.
30

31 **Section 11.9.**

32 Seniority rights shall be effective within the general job classification. As used in this Agreement, general
33 job classifications are those set forth in Article I, Section 1.4.
34

35 **Section 11.9.1.**

36 Employees who are employed in more than one classification shall establish seniority only in the
37 classification in which they spend the majority of time; equal time in classifications has seniority
38 in both.
39

40 **Section 11.10.**

41 The employee with the earliest hire date shall have absolute preferential rights regarding shift selection,
42 and special services (including overtime). The employee with the earliest hire date shall have preferential
43 rights regarding promotions, assignment of new or open jobs or positions and layoffs when ability and
44 performance are substantially equal with junior employees or other applicants for the position. After a
45 senior employee(s) have been notified that they are not the successful candidate for the position and prior
46 to issuance of a letter of bypass, an affected employee may request a meeting with the appropriate District
47 administrator responsible for the selection of the successful candidate for the position. The administrative
48 procedure for attending to individual employee's concerns when bypassed shall be as follows:

- 1 1. After notification is received by an employee who has been bypassed the employee may, if they
2 choose, schedule an appointment with the administrator, supervisor or director who made the
3 recommendation for employment regarding the position of concern to the Executive Director of
4 Human Resources. Members of the interview committee or the Executive Director of Human
5 Resources may be asked to attend this meeting.
6
- 7 2. The request for the meeting should be in a timely fashion. The written request for the meeting should
8 be received within one (1) week of the employee receiving notification of being bypassed and the
9 meeting should occur within two (2) weeks of the request.
10
- 11 3. The purpose of the meeting is to review specific test scores and interviewers ratings so that an
12 employee may know what specific areas they should work on improving.
13

14 If the District determines that seniority rights should not govern because a junior employee or applicant
15 possesses ability and performance substantially greater than a senior employee or senior employees, the
16 District shall set forth in writing to the senior employee or employees and the organization's President its
17 reasons why the senior employee or employees have been bypassed. In reference to employees who are
18 involuntarily transferred within general job classifications which do not result in a change in shift, or
19 changes in total hours and/or wages, said employees will not have a preferential right regarding the
20 positions said employees were involuntarily transferred out of, pursuant to Section 11.11 of this
21 Agreement.
22

23 The Association recognizes the rights of the District to select those persons for promotion to supervisory
24 positions after considering applicants from both within and without the present staff. In making these
25 decisions, the paramount concern of the District will be to maintain or increase the efficiency of the
26 organization. Leadership ability, responsibility, demonstrated ability to work independently, and
27 dedication to the interests of the District shall be important criteria used in the selection. The District's
28 affirmative action goals shall be considered.
29

30 Substitute employees, included within the bargaining unit, shall be notified of available regular open
31 positions and given an opportunity to apply. However, the District shall have unlimited and absolute
32 rights of bypass regarding such substitute employees.
33

34 **Section 11.10.1.**

35 "Shift" shall mean number of hours of work employed and time of day work is scheduled where
36 this time effects the rate of compensation.
37

38 **Section 11.10.1.1.**

39 Overtime will be offered to the senior custodian of the site where the overtime is to occur.
40 The senior custodian at each site will always have the first opportunity for overtime at that
41 site. The senior custodian may accept or reject the overtime. If it is rejected, the overtime
42 will be offered to the next senior custodian at the overtime site. If overtime is rejected by
43 all custodians at the overtime site, the overtime will be offered to the next senior custodian
44 per the District seniority list.
45
46
47
48

1 **Section 11.10.2. Paraeducator Class Size Relief Hours.**

2 The administrative procedure used when filling class size relief hours shall be as follows:

- 3
- 4 A. A list of available paraeducators for class size relief hours will be distributed by October 1st
- 5 of each year.
- 6
- 7 Seniority List #1 Seniority by building within paraeducator Classification
- 8
- 9 Seniority List #2 Seniority district-wide within paraeducator Classification
- 10
- 11 B. Administrators will utilize seniority list #1 to assign class size relief hours at their individual
- 12 sites. The hours shall be assigned by building seniority.
- 13
- 14 C. If unassigned hours remain after exhausting list #1, administrators shall seek to fill hours from
- 15 Seniority List #2.
- 16
- 17 D. Section 11.9 will be applied as employment decisions are made.
- 18
- 19 E. Class size relief hours may not extend from one school year into another.
- 20

21 **Section 11.11.**

22 Employees who change job classifications within the bargaining unit shall retain their hire dates in the

23 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire

24 date and a new classification.

25

26 **Section 11.12.**

27 The District shall publicize within the bargaining unit for five (5) days, classifications in which there are

28 new or open positions as soon as the District has determined that such an opening exists. In addition to

29 the current custom and practice, "open positions" are further defined as those created by the District

30 following an involuntary transfer within general job classifications to increase operational efficiency that

31 are made in accordance with this section. Transfers within general job classifications that do not change

32 total hours and/or wages shall not be considered new or open positions. A copy of the job posting shall

33 be forwarded to the Association President.

34

35 **Section 11.12.1.**

36 The District shall notify the Association President of all new hires and temporary employees

37 within five (5) days of their first day of employment. The District will identify individuals in

38 relation to job postings previously publicized. The District shall keep the Association President

39 apprised, on a timely basis, of the accumulation of days of employment of employees defined as

40 temporary employees pursuant to Section 11.2 herein.

41

42 **Section 11.13.**

43 The term "layoff" shall mean separation from employment, and reduction in days or hours shall mean

44 "reduction in force" (RIF) from employment for other than discipline, retirement or resignation reasons.

45

46 **Section 11.13.1.**

47 In the event of layoff, employees so affected are to be placed on a reemployment list maintained

48 by the District according to seniority layoff ranking. Such employees are to have priority in filling

1 an opening in the classification held immediately prior to layoff. Names shall remain on the
2 reemployment list for two (2) years. The District will notify and provide the Association
3 President with such list. The employees affected shall retain accrued sick leave, accrued and
4 vested vacation rights, seniority, and longevity while a member of the reemployment list, but shall
5 not accrue additional benefits during this time.

6
7 **Section 11.13.2.**

8 Positions will be filled from the reemployment list as follows. Each individual on the
9 reemployment list by seniority ranking will be considered for any open position(s) or hours/days
10 within his/her classification. If an employee accepts an offer for an open or temporary position
11 with fewer hours than the position previously held, he/she shall remain on the reemployment list
12 until such time as he/she is offered a position with hours substantially equal to or 75% of the
13 hours held prior to layoff or until his/her reemployment rights expire.

14
15 **Section 11.13.3.**

16 All positions of substitutes shall be offered first to employees on the reemployment list using the
17 District's online system. For those employees groups not utilizing the Districts online system,
18 the substitute positions shall be offered first to employees beginning at the top of the
19 reemployment seniority list.

20
21 **Section 11.14.**

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

24
25 **Section 11.15.**

26 An employee shall forfeit rights to reemployment as provided in Section 11.13.1 and 11.13.2., if the
27 employee does not comply with the requirements of Section 11.14, or if the employee does not respond to
28 the offer of reemployment within fifteen (15) days.

29
30 **Section 11.16.**

31 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued
32 benefits; provided, that such employee is offered a position substantially equal to or 75% of what was
33 held prior to layoff.

34
35
36 **ARTICLE XII**

37
38 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

39
40
41 **Section 12.1.**

42 The District shall have the right to discipline or discharge an employee for justifiable cause. Conferences
43 between the employee and the Superintendent, the Superintendent's administrative designee, or the
44 employee's supervisor which have as their purpose the investigation of complaints or the discussion of
45 potential performance deficiencies shall not be considered disciplinary action. Disciplinary action,
46 including discharge, is subject to provisions of the grievance procedure hereinafter provided.

1 The establishment of a probationary period for purposes of remediation of performance deficiencies shall
2 not be considered disciplinary action.

3
4 **Section 12.1.1. Progressive Discipline.**

5 Except in felonious circumstances and where just cause exists, the District may exercise
6 progressive standards of discipline. Depending upon the severity of the offense, discipline may
7 begin at any step. However, if circumstances justify, some steps may be eliminated. Such
8 discipline shall include, but not be limited to, the following steps:

- 9
10 A. Oral admonishment.
11 B. Official letter of reprimand.
12 C. Suspension without pay up to ten (10) working days.
13 D. Termination.

14
15 **Section 12.1.2.**

16 An employee shall be entitled to have present a representative of the Association during any
17 meeting which might reasonably be expected to lead to disciplinary action, and/or at any
18 meeting in which discipline is imposed. The District, acting through a supervisor, shall advise
19 an employee when there is knowledge that disciplinary action will or may take place. When a
20 request for such representation is made, no meeting shall continue, nor shall any action be taken
21 with respect to the employee, until such representative of the Association has reasonable
22 opportunity to be present. In no event, however, shall the meeting be delayed more than three
23 (3) work days to accommodate such representation.

24
25 **Section 12.2.**

26 Employees whose work year is less than two hundred sixty (260) days shall be notified of the District's
27 intent to discharge them prior to the employee's last working day of the current work year, unless such
28 discharge is done consistent with layoff procedures stipulated elsewhere in the Agreement.

29
30 **Section 12.2.1.**

31 Should the District decide to discharge any non-annual employee, the employee shall be so
32 notified in writing prior to the expiration of the instructional year.

33
34 **Section 12.2.2.**

35 Nothing contained in this section shall in any regard limit the operation of other sections of this
36 Article.

37
38 **Section 12.3.**

39 Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees
40 two (2) weeks notice of intention to discharge. Employees shall provide the District two (2) weeks
41 notification of their intent to resign.

42
43 **Section 12.4.**

44 Refusing to cross a picket line set up by an organization other than the Association or participating in
45 sympathy work stoppages shall be justifiable cause for discharge. The District recognizes the
46 responsibility of affording employees safe conduct to work.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XIII

INSURANCE AND RETIREMENT

Section 13.1.

During the term of this Agreement, funds for the purchase of authorized insurance benefits will be provided to all eligible employees in the full amount authorized by the State. For the sole purpose of this Section, a full-time equivalent (FTE) employee is one thousand four hundred forty (1,440) work hours per year. Employees who are compensated for less than one thousand four hundred forty (1,440) hours per year shall be prorated based on 1,440=1 FTE, provided no employee shall be considered more than 1.00 FTE. The District shall provide the entire amount for the duration of this contract referred to as the “carve-out” for all employees subject to the language of this section, such amount to be paid in addition to the funds referenced above. The “carve-out” dollar total is over and above all wage enhancements and wage increases.

Additionally, the District shall contribute one hundred seven thousand-five hundred dollars (\$107,500) for the 2012-13 school year, one hundred twenty thousand dollars (\$120,000) for the 2013-14 school year and one-hundred thirty two thousand-five hundred dollars (\$132,500) in the 2014-15 school year to the bargaining unit’s insurance benefits pool.

Section 13.2.

Eligible insurance plans shall be those identified by the Association and the District on an annual basis. Plans shall be eligible under the law for payment under the general heading of health benefits and may include dental, medical, vision, salary protection and life insurance.

Each employee will be provided a list of eligible plans, rules of the provider, and their costs and a general explanation of benefits and will have the opportunity to select those benefits that the employee individually considers appropriate. Subject to the rules of the insurance providers, employees shall be allowed to include eligible dependents for purposes of insurance coverage. In the event that the Association and the District agree that one or more benefits are required of all employees, the optional provisions of this section shall not apply.

Selection of the eligible benefits plans will be done after appropriate market surveys, solicitation of proposals and advice, considering the recommendation of the District's broker of record and review and consideration of the needs of the members of the Association. A joint committee, consisting of the Executive Director of Human Resources or designee and three (3) appointments of the President of the Association will conduct the necessary studies and will prepare recommendations for approval of the membership of the Association by simple majority. Such action will take place to September 15 of each year. Sans such action, the District will prescribe the benefits program available to the Association.

Section 13.3.

Substitute and BPAC employees not contracted per Section 8.3 shall not be eligible for District contributions to approved plans, pursuant to Sections 13.1 through 13.2. They shall be included and eligible to participate in the plans specified in Section 13.2 at their own expense, subject to the rules of the insurance providers.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XIV

PROFESSIONAL AND PERSONAL GROWTH TRAINING

Section 14.1.

Employees attending training courses required by State regulations or the District as a condition of continued employment will be paid by the District, at the employee's regular hourly rate of pay for all time in attendance, plus any fee, tuition, and transportation costs.

Section 14.2.

Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary, if the course requires them to attend on their regular school employment time, but no salary payment will be made for any time an employee would not have regularly worked; however, expenses incurred for transportation and/or training course fees and tuition may be paid by the PSE Staff Professional Growth Fund. Approval of the School District will be based upon value of the training to the District and availability of funds.

Section 14.3. PSE Staff Professional Growth Fund.

The District will establish a fund in the amount of eleven thousand dollars (\$11,000), of which five thousand dollars (\$5,000) will be designated for paraeducators only. The fund's purpose is to provide training and professional growth programs and courses that are designed to improve and enhance the job skills of all classified employees related to their current job assignment within the bargaining unit.

Section 14.4. PSE Staff Professional Growth Fund Committee.

The PSE Staff Professional Growth Fund will be administered by a PSE Staff Professional Growth Committee. The Committee will be established and meet within thirty (30) days of the start of the school year. The Committee will consist of seven (7) PSE classified employees; one (1) officer, two (2) para-educators, four (4) at-large bargaining unit members, one (1) staff member of the District's Finance Department and one (1) administrator selected by the District. The Committee will have the responsibility to evaluate and approve or deny applications based on the merit of the proposal. Members of the committee will develop criteria outlining the application process for funds to cover costs of attendance at professional growth programs and courses.

ARTICLE XV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 15.1.

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

Section 15.2.

All employees subject to this Agreement who are not members of the Association on the effective date of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, including substitute employees within the bargaining unit, shall, as a

1 condition of employment, become members in good standing of the Association within thirty (30) days of
2 the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable.
3 Such employee shall then maintain membership in the Association in good standing during the period of
4 this Agreement.

5
6 **Section 15.3.**

7 As an alternative to, and in lieu of the membership requirements of the previous sections of this Article,
8 an employee who declines membership in the Association may pay to the Association each month a
9 service fee as a contribution towards the administration of this Agreement in an amount no greater than
10 regular monthly dues. This service fee shall be collected by the Association in the same manner as
11 monthly dues.

12
13 **Section 15.4.**

14 The District shall notify all prospective new hires of the terms and conditions of this Article. A list of the
15 new employees will be supplied the Association monthly upon request. Any employee who refuses to
16 become a member of the Association in good standing, or pay the service charge in accordance with this
17 Article, shall, at the option of the Association, be immediately discharged from employment by the
18 District. The State Association shall be responsible to notify the District and the employee of its
19 impending implementation of this Article.

20
21 **Section 15.5.**

22 Nothing contained in this Agreement shall require Association membership of employees who object to
23 such membership based on bona fide religious tenets or teachings of a church or religious body of which
24 such employee is a member. Such employee shall pay an amount not to exceed normal dues to a non-
25 religious charity or other charitable organization mutually agreed upon by the employee and the
26 Association. The employee shall furnish written proof that such payment has been made. If the employee
27 and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations
28 Commission pursuant to RCW 41.45.122.

29
30 **Section 15.6. Checkoff.**

31 The District shall deduct PSE State and local chapter dues or service fees from the pay of any employee
32 who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit State
33 funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis. The
34 District shall transmit local chapter dues to the chapter President on a monthly basis.

35
36 **Section 15.7. COPE Collective Bargaining Agreement Language.**

37
38 **Section 15.7.1. Political Action Committee.**

39 The District shall, with five (5) or more employees participating, upon receipt of a written
40 authorization form that conforms to legal requirements, deduct from the pay of such bargaining
41 unit employee the amount of contribution the employee voluntarily chooses for deduction for
42 political purposes and shall transmit the same to the Union on a check separate from the Union
43 dues transmittal check. Section 15.7.2. (hold harmless language) of the Collective Bargaining
44 Agreement shall apply to these deductions.

45
46 **Section 15.7.2. Hold Harmless.**

47 The Union will indemnify, defend, and hold the District harmless against any claims made, and
48 any suit instituted against the District on account of any check-off of Union dues (Section 15.6.)

1 or requirement that employees pay membership or representation fees to the Union or a charitable
2 organization as a condition of employment (Section 15.5).

3
4 **Section 15.7.2.1.**

5 The Association will indemnify, defend and hold the District harmless against any claims,
6 suits, orders, and/or judgments against the District on account of any check-off of
7 Association dues.

8
9 **Section 15.7.3. Check-Off.**

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

14
15
16
17 **ARTICLE XVI**
18
19 **GRIEVANCE PROCEDURE**
20

21 **Section 16.1.**

22 The purpose of this procedure is to provide for an orderly method of resolving grievances or complaints
23 arising between the District and its employees within the bargaining unit defined in Article I herein with
24 respect to matters dealing with the interpretation or application of the terms and conditions of this
25 Agreement shall be resolved in strict compliance with this Article. Time limits under unusual
26 circumstances may be extended by mutual consent. Employees have the right to Association
27 representation at all times during this procedure. Employees have the right to forego Association
28 representation in this procedure and at anytime during the process may choose to withdraw their
29 grievance.

30
31 **Section 16.1.1**

32 All grievances not brought to the immediate supervisor in accordance with this Section within
33 thirty (30) days of the date when the employee could have reasonably been expected to have
34 become aware of the action being grieved, shall be invalid and subject to no further processing.

35
36 **Section 16.2. Grievance Steps Outline, Followed by Narrative.**

37
38 Step 1: 0-30 days of the occurrence-verbal statement- Supervisor discussion (See 16.2.1)

- 39
40 1. If resolved – the grievance stops here
41 2. If unresolved – continue to Step II

42
43 Step II: Fifteen (15) days from Step I – Employee submits written grievance statement and meets with
44 the Executive Director of Human Resources (See 16.2.2)

- 45
46 If resolved – grievance stops here
47 If unresolved - continue to Step III

1 Step III: Ten (10) days from Step II. Superintendant hearing. (See 16.2.3)

2
3 If resolved – grievance stops here
4 If unresolved - continue to Step IV

5
6 Step IV: Fifteen (15) days from Step III. Association meets to Validate Grievance. (See 16.2.4)

- 7
8 1. If the grievance is validated – continue to Step V
9 2. If the grievance is not validated – Grievant may appeal to the PSE State Grievance Panel
10 (see Section 16.2.4.1) and/or District Board of Directors

11
12 Step V: Fifteen (15) days from Step IV. School District Board of Directors. (See 16.2.5)

13
14 If resolved – grievance stops here
15 If unresolved - the Association may demand arbitration

16
17 Step VI. Arbitration (See 16.2.6)

18
19 **Section 16.2.1. STEP I – Informal Meeting with Site/Immediate Supervisor.**

20 The employee shall first discuss the grievance with the immediate supervisor or appropriate
21 administrator who has the authority to adjust the grievance. If the employee so wishes, they may
22 be accompanied by an Association representative at such discussion. The employee must inform
23 the supervisor or administrator that they are meeting to discuss a potential grievance and
24 discuss the facts on which the grievance is based, the portions of the Agreement allegedly
25 violated and the remedy sought. The supervisor shall respond formally or informally within
26 (10) days of the informal meeting.

27
28 **Section 16.2.2. STEP II – Reduce to Writing and Meet with the Executive Director of
29 Human Resources.**

30 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
31 subsection, the employee shall, within fifteen (15) days of the supervisor's Step I response, reduce
32 to writing and submit to the Executive Director of Human Resources a statement of the grievance
33 containing the following:

- 34
35 1. The facts on which the grievance is based;
36 2. A reference to the provisions in this Agreement which have been allegedly violated; and
37 3. The remedy sought.

38
39 The Executive Director of Human Resources shall schedule a meeting to discuss the grievance
40 within ten (10) days of having received the written statement of grievance. Following this
41 meeting, the Executive Director of Human Resources will issue a decision within ten (10) days.
42 If an agreeable disposition is made, all parties to the grievance shall sign it. If a settlement was
43 not reached, the grievance will move to Step III.

44
45 **Section 16.2.3. STEP III – Superintendent or Designee Grievance Hearing.**

46 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
47 subsection, the employee shall, within then (10) days of receiving the decision from the
48 Executive Director of Human Resources, submit the written statement of grievance to the

1 Superintendent. The Superintendent will have ten (10) days from receipt of the written
2 statement of grievance to schedule a hearing on the grievance. Following the hearing, the
3 Superintendent or designee shall issue a decision within ten (10) days. If an agreeable
4 disposition is made, all parties to the grievance shall sign it. If a settlement was not reached, the
5 grievance will move to Step IV.
6

7 **Section 16.2.4. STEP IV – Association Meets to Validate Grievance.**

8 If no settlement has been reached in Step III, the Association has fifteen (15) days following the
9 Superintendent’s or designee’s decision to meet to validate the grievance. If the Association
10 believes the grievance to be valid, a written statement of grievance shall be submitted within
11 fifteen (15) working days to the District Board of Directors. If the Association does not
12 validate the grievance, the Grievant has the right to appeal to the PSE State Office Grievance
13 Panel for resolution. The Grievant also has the right to submit their grievance to the District
14 Board of Directors without the Association’s representation.
15

16 **Section 16.2.4.1.**

17 If the Association does not validate the grievance per Step IV, and the Grievant chooses
18 to appeal to the PSE State Office Grievance Panel, the employee must notify the
19 Superintendent or designee within fifteen (15) days of the Association’s Step IV
20 meeting of their intent to appeal.
21

22 **Section 16.2.5. STEP V – School Board.**

23 If no settlement has been reached within the fifteen (15) days referred to in the preceding
24 subsection Step IV – 16.2.4, a written statement from the Association of the validated grievance
25 shall be submitted to the District Board of Directors. If the District Board of Directors receives
26 a written statement of grievance from the Association or the Grievant following the timelines of
27 Section 16.2.4 or 16.2.4.1 above, it shall have thirty (30) days from submission of the written
28 statement of grievance to resolve the grievance by indicating on the statement of grievance the
29 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The
30 District Board of Directors reserves the right to summon the employee for an oral statement of
31 the grievance. The employee reserves the right to appear before the District Board of Directors
32 to explain the grievance. At any appearance before the District Board of Directors, the
33 employee may be accompanied by an Association representative or designee.
34

35 **Section 16.2.6. STEP VI – Arbitration.**

36 If no settlement has been reached within the thirty (30) days referred to in the preceding
37 subsection, the Association may demand arbitration of the grievance. In the event an arbiter
38 cannot be agreed upon, the parties shall jointly request the American Arbitration Service to
39 submit a panel of seven (7) arbiters. Such request shall state the general nature of the case and
40 ask the nominees be qualified to handle the type of case involved. When notification of the
41 names of the seven (7) arbiters is received, the parties in turn shall have the right to delete a
42 name from the panel until only one (1) name remains. The remaining person shall be the
43 arbiter. The right to delete the first name from the panel shall be determined by lot. The
44 process shall be completed within five (5) days of receipt of the list.
45
46
47
48

1 **Section 16.2.6.1.**

2 Arbitration proceedings shall be in accordance with the following:

- 3
- 4 1. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall
5 be empowered to request such data as the arbiter deems pertinent to the grievance and
6 shall render a decision in writing to both parties within twenty (20) days (unless
7 mutually extended) of the completion of the hearings.
 - 8
 - 9 2. The arbiter shall be authorized to rule and issue a decision in writing on the issue
10 presented for arbitration, which decision shall be final and binding on both parties.
 - 11
 - 12 3. The arbiter shall rule on the basis of information presented in the hearing and on the
13 basis of the arguments and contentions of the parties as set forth in any Pre or Post
14 Hearing briefs, and shall refuse to receive any evidence after the hearing except by
15 mutual agreement.
 - 16
 - 17 4. Each party to the proceedings may call such witnesses as may be necessary in the order
18 in which their testimony is to be heard. Such testimony shall be pertinent to the matters
19 set forth in the written statement of grievance. The arguments of the parties may be
20 supported by oral comment and rebuttal. Such arguments of the parties, whether oral or
21 written, shall be pertinent to and directed at the matters set forth in the grievance.
 - 22
 - 23 5. Each party shall pay any compensation and expenses relating to its own witnesses or
24 representatives.
 - 25
 - 26 6. The costs for the services of the arbiter, if any, including per diem expenses, travel and
27 subsistence expenses, and the cost of any hearing room, will be borne by the losing
28 party to the arbitration. All other costs will be borne by the party incurring them.
 - 29
 - 30 7. The total costs of the stenographic record (if requested) will be paid by the party
31 requesting it.
 - 32

33 **Section 16.2.7. Agreement Not To Be Altered.**

34 In arriving at any settlement or decision under the provisions of this Article, the arbitrator does
35 not have the authority to alter this Agreement in whole or in any part or to add to or delete from
36 any of its provisions.

37
38
39
40 **ARTICLE XVII**

41
42 **TRANSFER OF PREVIOUS EXPERIENCE**

43
44 **Section 17.1.**

45 Any new hire subject to this Agreement shall receive longevity credit for employment experience in any
46 other Washington public school district in accordance with the terms of RCW 28A.58.099. Refer to
47 Section 11.1.

1 **Section 17.2.**

2 The longevity credit so transferred shall be applicable to all benefits herein including Schedule A, except
3 the seniority provisions.
4
5
6

7 **ARTICLE XVIII**

8
9 **SALARIES AND EMPLOYEE COMPENSATION**

10
11 **Section 18.1.**

12 Employees shall be compensated in accordance with the provisions of this Agreement for all approved
13 hours worked.
14

15 **Section 18.1.1.**

16 Employees may volunteer their time and talents on behalf of pre-identified, non-District
17 organizations whose activities may take place on District property or that may utilize District
18 equipment, provided that such volunteer activity does not replace a work assignment for which
19 pay has historically been made by the District and that there has been no request or coercion by
20 District supervisory personnel. In the event the District received any compensation for labor costs
21 for use of District property, any work performed by a member of this bargaining unit shall be
22 assigned and compensated in accordance with Article XI and Schedule A. Any volunteer
23 activities performed by members of this bargaining unit in accordance with this Section will be
24 based entirely on the decision of the individual employee.
25

26 **Section 18.2.**

27 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
28 Schedule A attached hereto and by this reference incorporated herein.
29

30 **Section 18.2.1.**

31 It is the intent of the District to obligate funds for salaries and compensation that do not exceed the
32 amount authorized by the State and which utilize the amount provided by State for salaries in
33 State funded programs. Hourly rates for employees in non-State funded programs shall not be
34 different from employees in State-funded programs because of the source of funding. If payment
35 of the salaries provided by Schedule A included in this Agreement exceed the amount authorized,
36 the District shall reduce the salaries by a constant amount per hour sufficient to bring the District
37 into compliance. If payment is less than the amount funded, rates shall be increased by an amount
38 sufficient to utilize the entire amount funded.
39

40 Effective September 1, 2012, all wages on Schedule A for school year 2012-2013 shall be
41 enhanced by no less than 1.0%. Effective September 1, 2013, all wages on Schedule A for school
42 year 2013-2014 shall be enhanced by no less than 1.5% or state flow-through, whichever is
43 greater. Effective September 1, 2014, all wages on Schedule A for the school year 2014-2015
44 shall be enhanced by no less than 1.75% or state flow-through, whichever is greater.
45

46 The District and the Association agree to two (2) contract reopeners each for nonmonetary issues
47 for the 2013-2014 and 2014-2015 school years.
48

1 **Section 18.2.2.**

2 Members of the bargaining unit who volunteer and are appointed to coach or advise student
3 activities shall be paid the stipend which would be paid to a certificated employee in that
4 assignment.

5
6 **Section 18.2.3.**

7 Employees who volunteer for student supervision or similar activities shall be paid a flat rate of
8 thirty dollars (\$30.00) for each occurrence.

9
10 **Section 18.2.4.**

11 Employees who teach adult education classes shall be paid the established rate for such
12 instruction.

13
14 **Section 18.3.**

15 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and
16 conditions of Article XIX, Section 19.3. Should the date of execution of this Agreement be subsequent to
17 the effective date, salaries, including overtime, shall be retroactive to the effective date.

18
19 **Section 18.4.**

20 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this
21 Agreement, if possible, and in any case not later than the second regular payday. In the case of retroactive
22 pay resulting from negotiations pursuant to Article XIX, Section 19.3, such retroactive pay shall be paid
23 on the first regular payday following agreement on such schedule, if possible, and in any case not later
24 than the second regular payday.

25
26 **Section 18.5.**

27 Incremental steps, where applicable, shall take effect on the first day of the month in which an employee
28 completes one year of service.

29
30 **Section 18.6.**

31 Any employee who changes job positions or classifications shall receive full longevity credit regarding
32 step placement on Schedule A.

33
34 **Section 18.7.**

35 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter ($\frac{1}{4}$) hour
36 except in the instance of bus drivers.

37
38 **Section 18.8.**

39 Any employee required to travel from one site to another in a private vehicle during working hours shall
40 be reimbursed for such travel on a per mile basis at the rate paid to State employees as set forth by the
41 Superintendent of Public Instruction.

42
43 **Section 18.9.**

44 Employees required to remain overnight on District business shall be reimbursed for lodging plus twenty-
45 four dollars (\$24.00) per diem for meals in accordance with District policy.

46
47 **Section 18.10.**

48 One pair of clean overalls per week shall be furnished by the District to all mechanic employees.

1 **Section 19.5.**

2 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State
3 or Federal statutes or regulations promulgated pursuant thereto.
4

5 **Section 19.6.**

6 In the event either of the two (2) previous sections is determined to apply to any provision of this
7 Agreement, such provision shall be renegotiated pursuant to Section 19.3.
8
9

10
11 **ARTICLE XX**

12
13 **APPRENTICESHIP**
14

15 **Section 20.1.**

16 All employees enrolled as apprentices by the Washington Public School Classified Employees Joint
17 Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of this Agreement;
18 except that the (WPSCEJATC) shall have jurisdiction to insure that apprentices successfully complete all
19 requirements of the program as approved and registered with the Washington State Apprenticeship and
20 Training Council.
21

22 **Section 20.1.1.**

23 In the event an apprentice is deemed unsuccessful by the Local JATC in completing any or all
24 parts of the approved standards, such apprentice waives contractual recourse through the
25 grievance procedure, Article XVI.
26

27 **Section 20.1.2.**

28 The maximum ratio of apprentice to journey level employees shall be one-to-one. If, at any given
29 time, those requesting apprentice status exceeds the one-to-one ratio, employees shall be selected
30 based upon seniority.
31

32 **Section 20.2.**

33 Employees enrolled as apprentices shall receive the paraeducator rate of pay for their positions, as
34 specified on Schedule A.
35

36 **Section 20.2.1.**

37 Upon successful completion of apprenticeship standards and recognition by the WPSCEJATC of
38 journey status, the journey person shall receive the paraeducator Journey rate of pay which shall
39 be equal to seventy-five percent (75%) of the average rate for completion received by assistants in
40 the local area.
41

42 **Section 20.3.**

43 Employees shall be responsible for tuition costs associated with college credits and for required books
44 and materials.
45

46 **Section 20.4.**

47 Participation in the apprenticeship program shall be completely voluntary for all paraeducators.
48

1 **Section 20.5.**

2 Persons employed on the effective date of this Agreement may apply for the apprenticeship program at
3 any time new enrollees are accepted. Applications will be accepted annually prior to October 1st.
4

5 **Section 20.6.**

6 This Article may be reopened at any time upon mutual agreement of the parties or as new classifications
7 are proposed by the Local JATC for journey level status.
8

9 **Section 20.7. Professional Standards Program.**

10 The District recognizes the Professional Standards Certificate as issued by the National Association of
11 Educational Office Professionals with provisions beyond the monthly salary schedule as identified in
12 Addendum No. 1 to Schedule A-1. Such payment shall begin with the paycheck following confirmation
13 of the award/degree and submission of such confirmation to the Superintendent.
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

Schedule A
Arlington School District
September 1, 2012 – August 31, 2013

	Year 0-4	Year 5-9	Year 10-19	Year 20+
	Step I	Step II	Step III	Step IV
Maintenance HVAC/Journey Level	\$26.22	\$28.62	\$29.05	\$29.42
Maintenance Worker/Journey Level	\$26.01	\$27.95	\$28.84	\$29.22
Maintenance Worker	\$20.90	\$22.81	\$23.24	\$23.61
Maintenance/Swing Shift	\$21.99	\$23.22	\$23.64	\$24.02
Painter	\$15.06	\$16.54	\$16.97	\$17.34
Lead Custodian Swing Shift, AHS	\$19.49	\$21.18	\$21.60	\$21.98
Custodian, Swing shift	\$18.27	\$19.97	\$20.38	\$20.77
Grounds	\$19.58	\$21.13	\$21.55	\$21.99
Custodial/Grounds/Maintenance	\$19.84	\$21.57	\$21.99	\$22.38
Grounds, Trash Truck Driver	\$19.58	\$21.13	\$21.55	\$21.99
Custodian	\$17.84	\$19.50	\$19.93	\$20.30
Custodian/Courier/Warehouse Delivery-Swing Shift	\$18.73	\$20.46	\$20.88	\$21.26
Custodian/Courier/Warehouse Delivery	\$18.27	\$19.97	\$20.38	\$20.77
Mechanic/Driver	\$23.21	\$25.16	\$25.59	\$25.97
Preventative Maintenance Tech	\$21.78	\$22.93	\$23.35	\$23.53
Bus Driver & Driver/Trainer & Driver/Dispatcher	\$19.63	\$21.38	\$21.81	\$22.19
Bus Driver/Trainer while training only	\$20.42	\$22.17	\$22.61	\$22.98
Lead Cook/Baker	\$17.53	\$19.05	\$19.48	\$19.86
Cook/Baker	\$16.13	\$17.62	\$18.05	\$18.44
Food Service Worker	\$14.25	\$15.70	\$16.12	\$16.50
Paraeducator - Journey Level	\$16.23	\$17.74	\$18.16	\$18.54
Paraeducator – Life Skills and Presidents Preschool	\$15.94	\$17.34	\$17.75	\$18.14
Paraeducator - Special Needs	\$15.84	\$17.22	\$17.65	\$18.03
Paraeducator	\$15.73	\$17.12	\$17.55	\$17.93
Paraeducator Campus Monitor	\$15.73	\$17.12	\$17.55	\$17.93
Indian Ed Tutor	\$15.73	\$17.12	\$17.55	\$17.93
Adm Asst to Dir Spec Progr/Dir Suppt Serv	\$20.03	\$21.89	\$22.33	\$22.73
Secretary I	\$18.88	\$20.24	\$20.65	\$21.08
Secretary II	\$17.94	\$19.60	\$20.03	\$20.40
Secretary III	\$17.03	\$18.58	\$19.02	\$19.39
Child Care Director	\$18.57	\$20.27	\$20.70	\$21.08
School Nurse (Licensed LPN)	\$19.13	\$20.75	\$23.37	\$25.96
Registered Nurse	\$27.14	\$29.55	\$32.18	\$34.76
ECEAP Educator/Family Services Coordinator: AA Degree	\$19.62	\$21.41	\$21.84	\$22.23
ECEAP Educator/Family Services Coordinator BA Degree	\$23.73	\$25.88	\$26.31	\$26.69
ECEAP Educator/Family Services Coordinator MA Degree	\$24.52	\$26.77	\$27.18	\$27.57
Attendance Specialist	\$19.62	\$21.41	\$21.84	\$22.23
Attendance Officer	\$17.94	\$19.60	\$20.03	\$20.40
Community Leadership Team Supervisor (Grant)	\$17.31	\$18.22	\$18.64	\$19.03
Employment Specialist (Grant)	\$21.94	\$24.37	\$24.80	\$25.18
Hearing Impaired/Interpreter Tutor/Braillist	\$17.95	\$19.60	\$20.03	\$20.40
Intervention Specialist	\$28.79	\$31.47	\$31.88	\$32.27
Job Coach	\$17.95	\$18.88	\$19.31	\$19.69
Non-Certified Instructor	\$19.62	\$21.41	\$21.84	\$22.23
Occupational/Physical Therapist	\$19.46	\$21.26	\$21.68	\$22.05
Speech Language Pathologist Assistant	\$19.46	\$21.26	\$21.68	\$22.05
School-To-Work Coordinator	\$19.24	\$20.99	\$21.41	\$21.79
Seasonal Labor	\$11.66	\$12.68	\$13.11	\$13.48
Substance Abuse Specialist (Grant)	\$19.51	\$21.94	\$22.36	\$22.74
Technology Technician	\$19.98	\$21.54	\$21.97	\$22.35
Technology Technician w/Certification	\$24.22	\$25.09	\$25.59	\$26.12
Work-Based Learning Coordinator	\$19.24	\$20.99	\$21.41	\$21.79
Admin Assistant	\$20.03	\$21.88	\$22.33	\$22.73
BPAC Stage Manager	\$15.05	\$15.64	\$15.96	\$16.28
BPAC Sound Technician	\$15.05	\$15.64	\$15.96	\$16.28
BPAC Lighting Technician	\$15.05	\$15.64	\$15.96	\$16.28
BPAC House Manager	\$15.05	\$15.64	\$15.96	\$16.28
BPAC Ticket Seller	\$15.05	\$15.64	\$15.96	\$16.28
BPAC Stage Crew	\$9.95	\$10.34	\$10.55	\$10.77
BPAC Usher	\$9.13	\$9.49	\$9.69	\$9.88

Schedule A – Vacation Factor

	Year 0-4	Year 5-9	Year 10-19	Year 20+
	Step I	Step II	Step III	Step IV
Maintenance HVAC/Journey Level	1.06	1.73	2.34	2.94
Maintenance Worker/Journey Level	1.05	1.69	2.33	2.92
Maintenance Worker	0.84	1.38	1.87	2.36
Maintenance/Swing Shift	0.89	1.41	1.91	2.40
Painter	0.61	1.00	1.37	1.73
Lead Custodian Swing Shift, AHS	0.79	1.28	1.74	2.20
Custodian, Swing shift	0.74	1.21	1.64	2.08
Grounds	0.79	1.28	1.74	2.20
Custodial/Grounds/Maintenance	0.80	1.31	1.77	2.24
Grounds, Trash Truck Driver	0.79	1.28	1.74	2.20
Custodian	0.72	1.18	1.61	2.03
Custodian/Courier/Warehouse Delivery-Swing Shift	0.76	1.24	1.68	2.13
Custodian/Courier/Warehouse Delivery	0.74	1.21	1.64	2.08
Mechanic/Driver	0.94	1.52	2.06	2.60
Preventative Maintenance Tech	0.88	1.39	1.88	2.35
Bus Driver & Driver/Trainer & Driver/Dispatcher	0.79	1.30	1.76	2.22
Bus Driver/Trainer while training only	0.82	1.34	1.82	2.30
Lead Cook/Baker	0.71	1.15	1.57	1.99
Cook/Baker	0.65	1.07	1.46	1.84
Food Service Worker	0.57	0.95	1.30	1.65
Paraeducator - Journey Level	0.65	1.08	1.46	1.85
Paraeducator – Life Skills and Presidents Preschool	0.64	1.05	1.43	1.81
Paraeducator - Special Needs	0.64	1.04	1.42	1.80
Paraeducator	0.63	1.04	1.42	1.79
Paraeducator Campus Monitor	0.63	1.04	1.42	1.79
Indian Ed Tutor	0.63	1.04	1.42	1.79
Adm Asst to Dir Spec Progr/Dir Suppt Serv	0.81	1.33	1.80	2.27
Secretary I	0.76	1.23	1.67	2.11
Secretary II	0.72	1.19	1.62	2.04
Secretary III	0.69	1.13	1.53	1.94
Child Care Director	0.75	1.23	1.67	2.11
School Nurse (Licensed LPN)	0.77	1.26	1.89	2.60
Registered Nurse	1.09	1.79	2.60	3.48
ECEAP Educator/Family Services Coordinator: AA Degree	0.79	1.30	1.76	2.22
ECEAP Educator/Family Services Coordinator BA Degree	0.96	1.57	2.12	2.67
ECEAP Educator/Family Services Coordinator MA Degree	0.99	1.62	2.19	2.76
Attendance Specialist	0.79	1.30	1.76	2.22
Attendance Officer	0.72	1.19	1.62	2.04
Community Leadership Team Supervisor (Grant)	0.70	1.10	1.50	1.90
Employment Specialist (Grant)	0.88	1.48	2.00	2.52
Hearing Impaired/Interpreter Tutor/Braillist	0.72	1.19	1.62	2.04
Intervention Specialist	1.16	1.91	2.57	3.23
Job Coach	0.72	1.14	1.56	1.97
Non-Certified Instructor	0.79	1.30	1.76	2.22
Occupational/Physical Therapist	0.78	1.29	1.75	2.20
Speech Language Pathologist Assistant	0.78	1.29	1.75	2.20
School-To-Work Coordinator	0.78	1.27	1.73	2.18
Seasonal Labor	0.47	0.77	1.06	1.35
Substance Abuse Specialist (Grant)	0.79	1.33	1.80	2.27
Technology Technician	0.81	1.31	1.77	2.24
Technology Technician w/Certification	0.98	1.52	2.06	2.61
Work-Based Learning Coordinator	0.78	1.27	1.73	2.18
Admin Assistant	0.81	1.33	1.80	2.27
BPAC Stage Manager	0.61	0.95	1.29	1.63
BPAC Sound Technician	0.61	0.95	1.29	1.63
BPAC Lighting Technician	0.61	0.95	1.29	1.63
BPAC House Manager	0.61	0.95	1.29	1.63
BPAC Ticket Seller	0.61	0.95	1.29	1.63
BPAC Stage Crew	0.40	0.63	0.85	1.08
BPAC Usher	0.37	0.58	0.78	0.99

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ADDENDUM NO. 1

ARLINGTON SCHOOL DISTRICT

PROFESSIONAL STANDARDS PROGRAM

1. The District recognizes the Professional Standards Certificate as issued by the National Association of Educational Office Professionals with the following provisions beyond the monthly salary schedule:

Certificate Earned	Monthly Stipend
Basic	\$15.00
Associate Professional	\$15.00
Advanced I	\$15.00
Advanced II	\$15.00
Advanced III	\$18.00
Associate Degree	\$18.00
CEOE Option 1	\$25.00
Bachelor's Degree	\$27.50
Master's Degree	\$30.00

Such payment shall begin with the paycheck following confirmation of the award/degree and submission of such confirmation to the Superintendent.

2. All Food Service workers certified with the School Nutrition Association will receive a stipend of fifteen dollars (\$15.00) per month upon proof of certification.
3. Certified Maintenance HVAC Journey level workers will receive a stipend of fifteen dollars (\$15.00) per month upon proof of certification.

MEMORANDUM OF UNDERSTANDING
Insurance and Retirement Article XII

THIS MEMORANDUM OF UNDERSTANDING SETS FOR THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF ARLINGTON AND THE ARLINGTON SCHOOL DISTRICT #16.

The District and Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940).

1. The provisions of this Memorandum of Agreement (MOU) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provisions of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.
2. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:
 - (a) at least one qualified high-deductible health plan (HDHP) and health savings account (HSA);
 - (b) at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2012 state employee benefits year; and
 - (c) health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.

The quotes procured by the broker shall be reviewed and the choice of plans offered shall be made using the same procedure for selecting health plans as was used in the 2011-12 school year.

3. To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be 2.5% of the coverage premium for the plan chosen by the employee. Such minimum monthly charge shall be paid regardless of the impact of pooling.
4. Employees who select the QHDHP may elect to contribute the remainder of their state benefit allocation generated by the employee's FTE to the HSA associated to the QHDHP. The employee may not use pooling dollars to fund the HSA. The employee may elect to contribute out of pocket dollars to fund the HSA up to the amount allowed by Federal law.
5. The parties shall abide by state laws relating to school district employee benefits, and this MOU shall be construed consistent with such laws.
6. This MOU shall be effective for the 2012-13 school year. The parties shall meet prior to May 1, 2013, to discuss whether to renew or amend this MOU for another year.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF ARLINGTON

ARLINGTON SCHOOL DISTRICT #16

BY: _____ /signed by/
Deann Vanwinkle, Chapter President

BY: _____ /signed by/
Kristine McDuffy, Superintendent

DATE: _____ October 10, 2012

DATE: _____ October 10, 2012



