

COLLECTIVE BARGAINING AGREEMENT BETWEEN

CAPE FLATTERY SCHOOL DISTRICT

AND

PUBLIC SCHOOL EMPLOYEES OF
CAPE FLATTERY SCHOOL DISTRICT

SEPTEMBER 1, 2024 - AUGUST 31, 2027



Public School Employees of Washington / SEIU 1948

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P R E A M B L E

This Agreement is made and entered into between Cape Flattery School District Number 401 (hereinafter "District") and Public School Employees of Cape Flattery, an affiliate of Public School Employees of Washington / SEIU 1948 (hereinafter "Union").

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Union recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

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

Section 1.3.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Custodial-Maintenance, Paraeducator, Food Service, Gear Up Coordinator, Transportation (Bus Driver-Mechanic), Nurse, and Student Health (Health Coordinator and Health Room Assistant), SRO, Secretarial-Clerical and Technology; except the following positions: the District Office Business Manager (1), the Secretary to the Superintendent (1), the Administrative Assistant (1), Transportation Supervisor (1), a total of four (4) specific titled positions.

Section 1.3.1.

In the event the District hires Network/Technology employees, such position(s) shall be included in the bargaining unit.

Section 1.4. Job Descriptions.

The District will provide the Union with all current job descriptions digitally no later than August 1st each year and with such amendments, changes, and additions to job descriptions as may from time to time occur. When new positions are added to the Bargaining Unit or a current job description undergoes a substantial change, the District shall submit the new or revised job description to the Union President prior to hiring/implementation.



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ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

It is agreed that the statutory, customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Without limiting the foregoing, and in accordance with the provisions of this Agreement, this shall include the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted. The District specifically also reserves the discretion to make professional judgments as to employee or applicant qualifications.

Section 2.2.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

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 Union. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union, including presentation of the views of the Union 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 Union representatives and/or appropriate officials of the District.

Section 3.3. Right to Union Representation.

Employees of the units subject to this Agreement have the right to have Union or other persons present at any hearing concerning a grievance filed by the employee and at any disciplinary hearing. Furthermore, employees shall have the right to Union representation at investigatory interviews at which the employee is questioned regarding circumstances which may reasonably result in discipline.



1 **Section 3.4. Nondiscrimination.**

2 Neither the District, nor the Union, shall illegally discriminate against any employee on the basis of
3 race, creed, color, sex, sexual orientation, religion, national origin, citizenship or immigration status,
4 age, marital status, honorably discharged veteran or military status, the presence of any sensory,
5 mental, or physical disability, or the use of a trained dog guide or service animal by a person with a
6 disability, unless it is a bona fide occupational qualification.
7

8 **Section 3.5. Delegation to the Union.**

9 Each employee reserves the right to delegate any duty or right contained in this Article and the
10 grievance procedure to appropriate officials of the Union. The employee shall notify the District in
11 writing of the right or duty being delegated.
12

13 **Section 3.6. Personnel Files.**

14 One (1) official personnel file shall be kept at the District Office for each employee. This shall not
15 prevent each supervisor from keeping one (1) working file for each employee, provided that such file
16 shall not contain documents more than two (2) years old. Any such "working files" shall be kept in the
17 District or Principal's office. Copies of all derogatory information placed in the personnel file shall be
18 provided to the employee. Employees shall have the right to inspect their official personnel file
19 (official and working) with a representative of the District present, who shall initial and date any and
20 all documents in the file at the request of the employee. The District shall provide, upon request, copies
21 of any and all documents in the personnel file (official and working) to the employee, provided that the
22 employee may be charged at the District copy rate. Employees shall have the right to attach statements
23 to any document in their personnel file.
24

25 **Section 3.7. Annual Evaluations.**

26 All new employees to the district will be evaluated within the first ninety (90) workdays; thereafter
27 employees are to be evaluated annually by an appropriate administrator or appropriate non-union
28 designee. The evaluation may include input from appropriate personnel. The evaluation shall not be
29 disciplinary.
30

31 The evaluation process shall be completed no later than the last day of school. However, if the
32 probationary period overlaps the deadline, an annual evaluation is required for that year. Annual
33 evaluations are considered to cover the period of July 1 through June 30 of the school year.
34

35 Each employee is to sign the evaluation under acknowledgement of receipt at the time of the
36 evaluation conference with the administrator or non-union designee. The signature does not necessarily
37 imply that the employee agrees with the statement(s), but that the employee has received the
38 evaluation. The employee shall have the right to attach comments to the evaluation, which shall be
39 attached to the evaluation and become a part of the employee's personnel file.
40

41 If an evaluation of a regular employee's performance indicates unsatisfactory work performance, the
42 evaluator may work with the employee to develop a performance improvement plan. A performance
43 improvement plan should state the area of unacceptable performance, what the employee must do to
44 improve, what support the evaluator will provide, the timeframe for expected improvement and the
45 potential consequences for not improving performance.
46

47 Unsatisfactory performance shall be brought to the employee's attention as soon as reasonably
48 possible.



ARTICLE IV

RIGHTS OF THE UNION

Section 4.1. Representation.

The Union has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing as requested by the District and to enter collective negotiations pursuant to RCW 41.56 with the object of reaching an agreement applicable to all employees within the unit.

Section 4.2. Disciplinary Actions.

The Union shall promptly be notified by the employee(s) of any disciplinary actions taken against any employee in the bargaining unit. The Union is entitled to have an observer at the initial hearing conducted by any District official or body arising out of any grievance and to represent the employee and make known the Union's views concerning the case if the presence of such observer is requested in writing by the employee(s).

Section 4.3. New Employee Orientation.

The District shall facilitate a paid new employee orientation for all new hires that includes up to thirty (30) minutes of presentation time by the Union leadership that new employees may voluntarily attend.

Section 4.4. Union Choice.

The Union reserves and retains the right to utilize persons of its choice to represent it in all matters relating to this contract and its representation of employees of the District, including appropriate officials of the Public School Employees of Washington / SEIU 1948 State Organization.

Section 4.5. PSE Union Staff.

Visitation rights shall be granted to the designated representatives of Public School Employees to visit at reasonable times with employees in the appropriate bargaining units for purposes of grievance procedures and/or general information data. The visiting representative shall notify the District of arrival and shall in no way hamper or obstruct the normal flow of business.

Section 4.6. Bulletin Boards.

The District shall provide a bulletin board space in each school for the use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be signed by the Union officials responsible for its posting. Unsigned notices or bulletins may not be posted and may be removed by the District. The postings shall be limited to matters pertaining to union business. The responsibility for the prompt removal of notices from the bulletin board after they have served their purpose shall rest with the individual who posted such notices.

Section 4.7. School Calendars.

The District will submit proposed school calendars to the Union President and solicit comments from the Union at least ten (10) work days prior to final Board approval. Changes in the school calendar during the school year, not associated with emergency conditions, shall be communicated to all members of the bargaining unit as soon as reasonably possible.



1 If a draft calendar is not ready for Board consideration prior to March 1, the calendar for the next
2 year will be adopted incorporating these key dates:

- 3
- 4 1. First Day of School: The first Thursday in September, or the Wednesday after Labor Day,
5 whichever is earlier.
- 6 2. Winter Break: At least ten week-days, ending after New Year's Day. If New Year's Day falls
7 or is observed on a Monday, students will return to school on the next day (Tuesday).
- 8 3. Mid-winter Break: The Thursday and Friday of the WIAA state basketball tournament
- 9 4. Spring Break: The first Monday through Friday in April, unless spring break would end less
10 than five school days before the start of state testing.
- 11 5. Snow Make-up Days: Mid-winter break may be used for snow make-up days. Additional
12 snow make-up days may be added in June as necessary.
- 13 6. Holidays: Labor Day (when school begins before this day in September), Veteran's Day
14 (November), Thanksgiving Day (November), Native American Heritage Day (November),
15 Martin Luther King Jr. Day (January), Presidents' Day (February, and Memorial Day (May).
- 16 7. The Additional Teacher Days: The day before the first day of school and the day before mid-
17 winter break.
- 18 8. Conference Release Days: Three days scheduled in proximity to Veteran's Day and three days
19 preceding spring break.
- 20 9. The last day of school shall be an early release day for students and employees may leave after
21 finishing the check-out process.
- 22

23 **Section 4.8. Facility Use.**

24 The Union may use District buildings for meetings during nonworking hours as per District policy. A
25 Union representative shall obtain approval from building administration prior to using such buildings.
26 The Union shall have the right to use the District's standard office equipment. The Union shall
27 reimburse the District pursuant to District policy and procedure for use of standard office equipment.

28

29 **Section 4.8.1. Use of District Resources.**

30 The Union may use the District's internal mail distribution system (hard copy and electronic,
31 including email and phone) to circulate routine information to its members. Such distribution
32 shall not violate U.S. Postal regulations, nor shall it be used to avoid required postage costs.
33 The Union acknowledges that the equipment and facilities identified in this section are public
34 resources that may be monitored and the Union use of this equipment and facilities does not
35 create an expectation of privacy for such use. No Union use of District facilities or equipment
36 shall interfere with the operation of the District's business, cause additional expense to the
37 District, or distribute/obtain information regarding political candidates or issues which are a
38 part of any public election.

39

40 **Section 4.9. District Resource Indemnification Clause.**

41 The Union will indemnify, defend and hold the District harmless against any claims made, and any
42 suits instituted against the District on account of the Union's use of District resources as described in
43 this article (Section 4.8 and 4.8.1).

1 **Section 4.10. New Positions.**

2 When the District creates a new job title position or substantially changes the duties of an existing
3 position the District agrees to negotiate hourly pay rates with the Union in accordance with Chapter
4 41.56 RCW.

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8 **ARTICLE V**

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10 **APPROPRIATE MATTERS FOR CONSULTATION**

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12 **Section 5.1. Labor Management.**

13 The Union will designate a Labor-Management Committee of up to three (3) members who will meet
14 with the Superintendent of the District or the Superintendent's representatives on a quarterly basis to
15 discuss appropriate matters. The Labor-Management Committee will consist of a designated member
16 from each building to ensure vertical communication, understanding and collaboration throughout the
17 District. That member is responsible for being the conduit of communication between the District team
18 and building team. Committee members who attend a quarterly meeting will receive seventy-five
19 dollars (\$75.00) per meeting.

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23 **ARTICLE VI**

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25 **UNION REPRESENTATION**

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27 **Section 6.1. Union Release.**

28 Up to three (3) employees designated by the Union shall be allowed paid release time to attend District
29 meetings regarding labor-management issues when such meetings are mutually scheduled during
30 working hours. Up to one (1) employee designated by the Union, in addition to the employee who is
31 the subject of discipline or a grievance, shall be allowed paid release time to attend District meetings
32 regarding grievances or disciplinary matters per meeting, when such meetings are mutually scheduled
33 during working hours. Up to four (4) employees designated by the Union shall be allowed paid release
34 time to participate in collective bargaining with the District when bargaining sessions are mutually
35 scheduled during working hours.

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38 **ARTICLE VII**

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40 **HOURS OF WORK**

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43 **Section 7.1. Work Week.**

44 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be
45 changed without prior notice to the employee of three (3) working days; provided, however, this notice
46 may be waived by the employee. During an emergency, or for a period of short duration when a job
47 cannot be completed during the regular shift, the shifts may be temporarily altered.



1 **Section 7.2. Work Breaks.**

2 Employees working more than five (5) hours per day shall receive a thirty (30) minute uninterrupted,
3 nonpaid lunch period as near the middle of the shift as is practicable. Employees working between
4 four (4) and less than eight (8) hours per day shall receive a paid ten (10) minute rest period for every
5 four (4) hours of work and no employee shall work more than three (3) hours without a ten (10) minute
6 break. Employees working eight (8) hours per day shall receive a fifteen (15) minute first half and a
7 fifteen (15) minute second half paid rest break, both of which rest periods shall occur as near the
8 middle of each half shift as is practicable.

9
10 **Section 7.3. Missed Lunch Breaks.**

11 Employees required to work through their regular lunch periods will be given time to eat at a time
12 agreed upon by the employee and supervisor. In the event the District requires an employee to forego a
13 lunch period and the employee works the entire shift, including the lunch period, the employee shall be
14 compensated for the foregone lunch period at overtime rates, or, at the employee's discretion, granted
15 compensatory time off within the same workweek.

16
17 **Section 7.4. Work Shift, Higher Pay Work.**

18 Employees requested to work a shift regularly filled by a higher classification employee shall receive
19 compensation equal to that normally received by the employee in the higher classification after the
20 third cumulative day worked during the term of this Agreement.

21
22 **Section 7.4.1. Work Shift, Lower Pay Work.**

23 Employees requested to work part or all of a shift regularly filled by a lesser paid employee
24 instead of their regular work shift shall be paid at their normal rate of pay.

25
26 **Section 7.5. Unscheduled School Closure.**

27 In the event of an unscheduled school closure, the District will attempt to notify employees to refrain
28 from coming to work. Any employee who reports to work during such closure because notice was not
29 received and who made themselves available to receive such notice, shall be entitled to a minimum of
30 one (1) hour's pay.

31
32 **Section 7.6. Bus Shift Schedules.**

33 Recognizing that bus drivers present special shift problems, the parties agree that shifts shall be
34 established in relation to routes and driving times requisite to fulfilling tasks assigned by the
35 Superintendent or designee; and provided that all bus drivers shall receive one-half (1/2) hour per day,
36 in addition to actual hours of driving time, for the purpose of bus cleanup and bus warmup. All trips
37 other than daily scheduled runs shall be compensated at the trip rates as listed on Salary Schedule A.
38 Such extra trips will be assigned by the District, recognizing that the employees will not be required to
39 drive such extra trips if the employee has worked forty (40) hours or more during the workweek, or if
40 an employee has sufficient reason not to drive the trip. Regular bus drivers shall be given preference in
41 assignment of extra trips when buses are used.

42
43 **Section 7.6.1. Overnight Trips.**

44 On overnight trips, drivers shall be compensated at the appropriate hourly rate for the duration
45 of the trip, except twelve (12) hours of meal and sleeping time is to be deducted without pay,
46 provided the employee is not required to work during the time so designated. Should a driver
47 be required to work during the aforesaid twelve (12) hours, the driver will be compensated at
48 the appropriate hourly rate.



1 **Section 7.6.2. Standby/Layover Time.**

2 The "Standby/Layover" rate of pay indicated on Schedule A applies to those hours that are not
3 included within the definition of "hours worked" under the Fair Labor Standards Act and such
4 hours are not included toward overtime eligibility under Section 7.11.1 and 7.11.2. Waiting
5 time is excluded from the legal definition of "hours worked" when: (1) the employee is
6 completely relieved of duty and allowed to leave the job; or (2) the employee is relieved until a
7 definite specified time and the relief period is long enough for the employee to use the time as
8 sees fit. In such cases, the layover time is not counted toward the forty (40) hour per week
9 accumulation for the calculation of overtime.

10
11 **Section 7.6.3. Minimum Route Time.**

12 For Bus Drivers, both the AM and PM daily routes shall have a minimum compensated
13 duration of four (4) hours combined. If the assigned routes are completed in less than four (4)
14 hours, then the District may assign other duties to be performed in any such remaining time.
15 This minimum time does not apply to after-school activity runs and runs for individual students
16 with special needs which instead shall have a compensated duration based on the actual hours
17 of driving time (with a minimum of sixty (60) minutes) plus an additional thirty (30) minutes
18 (warm-up/cleanup).

19
20 **Section 7.6.4. Extra Trips.**

21 Regular bus drivers shall be given preference in assignment of extra trips when buses are used,
22 as long as such trips do not put the driver into overtime. These assignments will be bid on a
23 weekly basis by seniority, separately for each campus. The employee assigned the extra trip
24 shall be responsible for meeting the schedule and returning the bus in the same general
25 condition as received.

26
27 The District will establish a rotating roster of trained van drivers based on seniority to assign
28 employees for van driving duties. This roster will be filled on an opt-in basis each year starting
29 on September 1. If the top employee on the roster is unable to accept a van trip (for example, if
30 a substitute cannot be found for their position), the opportunity will be offered to the next
31 employee in line. This process will continue down the roster until an employee accepts the van
32 trip. Any driver who accepts a van trip will be placed at the bottom of the roster and will move
33 up as additional trips are allocated.

34
35 Where a substitute cannot be found using the roster process, the District may assign the trip to
36 any trained District employee not on the roster. Where District administration does not receive
37 notice that a van is needed within twenty-four (24) hours of the trip, the District may assign the
38 trip outside of the roster process. The District will establish training requirements for driving
39 vans. Van drivers will be paid at the van driver rate on Schedule A.

40
41 **Section 7.7. Food Service Employees.**

42 Food Service employees shall receive one (1) day for preparation prior to school opening in the fall
43 and one (1) day for cleanup following the closing of school in the spring.

44
45 **Section 7.8. Paraeducator Preparation Day.**

46 Paraeducators shall be scheduled one (1) day for preparation prior to school opening in the fall.
47
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1 **Section 7.9. Health Room Assistant Preparation.**

2 Health Room Assistants shall be scheduled for up to five (5) days before the start of the school year
3 and up to five (5) days after the completion of the school year, as determined by the District, for
4 updating health care plans, destroying medications, completing reports, professional development, and
5 other duties assigned by the District.

6
7 **Section 7.10. District Directed Days.**

8 Non-twelve-month employees shall be scheduled for an additional two (2) District-directed days prior
9 to the start of school.

10
11 **Section 7.11. Overtime.**

12 Overtime rate is defined as being one and one-half (1-1/2) times the employee's regular hourly rate.

13
14 **Section 7.11.1. Overtime and Blended Rate.**

15 All hours worked in excess of forty (40) hours per week for all employees shall be
16 compensated at the overtime rate. Bus driver layover time shall be excluded from overtime
17 calculations.

18
19 For employees performing extracurricular duties in addition to their regular duties (e.g.,
20 coaches), the overtime rate shall be calculated using a “blended” rate. The “blended” rate shall
21 be calculated by adding the multiple of the hours the employee works at a higher hourly rate
22 and the higher hourly rate, with the multiple of the hours the employee works at the lower
23 hourly rate and the lower hourly rate, and dividing the sum by the total hours worked (blended
24 rate = [(higher rate x hours at higher rate) + (lower rate x hours at lower rate) / total hours
25 worked]).

26
27 Stipends for extracurricular positions will factor in the “blended” rate.

28
29 With the mutual agreement of the District and an individual employee, an employee may work
30 four (4) - ten (10) hour days on either a temporary or permanent basis.

31
32 **Section 7.11.2. Call Back.**

33 Employees called back on a regular workday, or called on the sixth (6th) or seventh (7th)
34 consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.

35
36 **Section 7.12. Instructional Fees.**

37 Employees required, as a condition of continued employment, to attend courses and classes such as,
38 but not limited to, first aid, license requirements, assessment tests provided within the District, annual
39 bus driver in-service training, and/or to take tests to obtain certificates or permits, shall be
40 compensated for all time at their regular hourly rate. The District shall pay all fees and/or instructional
41 charges.

42
43 **Section 7.13. Physical Examinations.**

44 Employees required, as a condition of continued employment, to take physical examinations, shall be
45 reimbursed for actual out-of-pocket cost up to a maximum of one hundred and seventy five dollars
46 (\$175.00).



1 **Section 7.14. Compensatory Time.**

2 Employees who are required to work more than forty (40) hours per week may request compensatory
3 time instead of compensation. Compensatory time must be able to be taken before the end of the
4 current or following month, or else compensatory time will not be allowed. At no time shall the
5 District require an employee to work for compensatory time. Hours worked as compensatory time in
6 excess of forty (40) hours per week shall be credited with compensatory time at the rate of one and
7 one-half (1½) hours for each hour worked. The District shall keep records of all compensatory time
8 worked and accrued. Any accrued compensatory time accrued during the final two (2) months of the
9 employee's work year and not taken shall be paid at the overtime rate on the employee's last pay
10 warrant of the year; it is the responsibility of the employee to submit any request for such payment on
11 the final time sheet of their work year. Only the District-level or building administrator, or designee,
12 may authorize compensatory time.

13
14 **Section 7.15. Compensation.**

15 Employees shall be compensated for all authorized hours worked at the appropriate rate of pay or with
16 compensatory time in accordance with Section 7.14. No employee shall be requested or required to
17 work or perform duties without compensation.

18
19 **Section 7.16. Professional Development Survey.**

20 The District shall be responsible for surveying staff at least once per year to gather input for the
21 planning of District-wide professional development. The superintendent, administrative team and staff,
22 including a Union designated representative, will work together to plan professional development
23 activities.

24
25 **Section 7.17. Workshop.**

26 Every employee work calendar will include at least one (1) workshop per year. The workshops in odd
27 numbered years are intended to increase skill and awareness on hidden bias, cultural competency, and
28 leadership skills. The Bargaining Unit will be an integral part in promoting a workplace where each
29 employee is a part of a just work environment and where the value of diversity and inclusion are
30 understood and advanced. The Labor Management Committee will further review all policies and
31 procedures that pertain to discrimination, harassment, equity, and inclusion, provide input on existing
32 education modules and recommendations for further workshops related but not limited to, equity,
33 diversity and inclusion. The workshops will be on paid time for all employees.

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37 **ARTICLE VIII**

38 **HOLIDAYS AND VACATIONS**

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41 **Section 8.1. Holidays.**

42 All employees shall receive the following paid holidays that fall within their contracted work year
43 except for holidays indicated below for the twelve (12) month and two hundred ten plus (210+) day
44 employees.

- 45
46 1. New Year's Day 8. Veterans' Day
47 2. Martin Luther King, Jr. Day 9. Thanksgiving Day
48 3. Presidents' Day 10. Native American Heritage Day



1 4. Memorial Day

2 5. Juneteenth**

3 6. Independence Day

4 7. Labor Day

11. Day before Christmas Day

12. Christmas Day

13. Day after Christmas*

5
6 *Twelve-month employees only.

7 **Twelve-month employees and two hundred ten (plus) (210+) day employees only.

8
9 **Section 8.1.1. Unworked Holidays.**

10 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect
11 at the time the holiday occurs. An employee who is on the active payroll on the holiday and has
12 worked their last scheduled shift preceding the holiday and their first scheduled shift
13 succeeding the holiday shall be eligible for pay for such unworked holiday. An exception to
14 this requirement will occur if the employee is on approved leave and such leave has not been
15 longer than thirty (30) regular workdays.

16
17 **Section 8.1.2. Worked Holidays.**

18 Employees who are required to work on the above described holidays shall receive the pay due
19 them for the holiday, plus the overtime rate for all hours worked on such holidays except for
20 trips where only regular pay shall be paid in addition to holiday pay.

21
22
23 **Section 8.1.3. Weekend Holiday.**

24 In the event that a holiday should fall on a Saturday or Sunday, the preceding Friday or the
25 following Monday will be paid holidays.

26
27 **Section 8.1.4. Bus Drivers First Day of Work.**

28 If bus drivers are required to report to work for any reason (including orientation or in-service)
29 before the first scheduled day of instruction, then that day shall be considered the first day of
30 their work year for the purposes of holiday pay compensation.

31
32 **Section 8.2.**

33 Vacations shall be scheduled at a mutually agreeable time. Twelve-month employees shall have the
34 right to a minimum of fifty percent (50%) of their accumulated total vacation during the summer
35 break; provided, however, that the above requirement may be waived by the parties for sufficient
36 reason by mutual consent. Unused vacation will be carried forward into subsequent work years up to
37 four hundred and forty (440) hours. Any unused vacation hours beyond four hundred and forty (440)
38 hours will be cashed out at the end of the school year. Each hour will be cashed out at the employee's
39 hourly rate.

40
41 **Section 8.2.1. Vacations – 12 Month Employees.**

42 Upon the first (1st) anniversary of the hire date with the School District, each full-time twelve
43 (12) month employee shall be granted ten (10) days paid vacation per year. Upon the fifth (5th)
44 anniversary of the hire date with the School District, each full-time twelve (12) month
45 employee shall be granted one (1) additional day paid vacation per year for each year
46 completed to a maximum of twenty-six (26) paid days as follows:

Full-Time Twelve (12) Month Employees

Years	Vacation Days	Years	Vacation Days
1 to 4	10	13	19
5	11	14	20
6	12	15	21
7	13	16	22
8	14	17	23
9	15	18	24
10	16	19	25
11	17	20	and thereafter 26
12	18		

Section 8.2.2. Vacations – Less than 12 Month Employees.

Less than twelve (12) month employees shall receive five (5) days’ vacation credit provided that they are paid for or excused from at least one hundred eighty (180) days service during the school year. Vacation credits may not be taken as vacation leave.

- a. Upon the fifth (5th) anniversary of the hire date with the School District, each less than twelve (12) month employee shall be granted one (1) additional day of vacation credit for each year completed to a maximum of eleven (11) days of vacation credit.
- b. Excused absences under this section must be approved by the District Office. Employees who are on an approved medical leave of absence that does not exceed ninety (90) days of the school year shall receive a pro-rated portion of the vacation credit.
- c. Employees who are on an approved medical leave of absence that is longer than ninety (90) days shall be excluded from the vacation credit for the school year.
- d. Employees who take unexcused leave without pay shall be excluded from receiving one day’s vacation credit for each unexcused day of leave, unless the unexcused leave also disqualifies the employee from receiving pay for a holiday.
- e. Unexcused leave is defined as leave without pay except for bona fide emergencies.
- f. Employees whose hire date is past the first day of school but within the first ninety (90) days of the school year shall receive a pro-rated portion of the vacation credit.
- g. Employees shall be compensated therefore in accordance with their average daily pay.
- h. In the event the number of days of school within the year are reduced, the one hundred and eighty (180) day threshold stated in this section will be reduced accordingly.



1 Less Than Full-Time Twelve (12) Month Employees
2

3

Years	Vacation Days
4 1 to 4	5
5 5	6
6 6	7
7 7	8
8 8	9
9 9	10
10 10	and thereafter 11

11
12
13
14

15 **ARTICLE IX**

16 **LEAVES**

17
18
19 **Section 9.1. Sick Leave.**

20
21 **Section 9.1.1. Sick Leave Accrual.**

22 Each employee shall be granted ten (10) days sick leave per school year. Sick leave shall be
23 vested when earned and may accumulate up to a maximum of one hundred eighty (180) days
24 entitlement. The District shall project the number of annual days of sick leave at the beginning
25 of the school year and the employee shall be entitled to the projected number of days of sick
26 leave at the beginning of the school year. The employee shall notify the Building Administrator
27 at least one (1) hour prior to their normal starting time, if possible, of their inability to work.
28 The District may require an employee to provide a licensed medical practitioner's certification
29 of illness after three (3) consecutive days of absence. The District may request that an
30 employee provide justification of their absences at any time a pattern of unscheduled leave
31 indicates the need for such review. If a specific medical professional is chosen by the District,
32 the cost of such assessment shall be paid by the District. If an employee separates from the
33 District having used more sick leave than the employee earned, the District will deduct the
34 value of the unearned sick leave from the employee's final paycheck.
35

36 **Section 9.1.2. Industrial Insurance.**

37 In the event employees are absent for reasons which are covered by Industrial Insurance, the
38 employees may request that the District pay the employee an amount equal to the difference
39 between the amount paid the employee by the Department of Labor and Industries and the
40 amount the employee would normally earn. A deduction shall be made from the employee's
41 accumulated sick leave in accordance with the amount paid to the employee by the District. If
42 the employee exhausts their sick leave, the District shall cease making such payments.
43

44 **Section 9.1.3. Sick Leave Attendance Incentive Program.**

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

1 four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for
2 illness or injury for which compensation has been received shall be deducted from accrued
3 leave for illness or injury at the rate of four (4) days for every one (1) day's monetary
4 compensation, provided no employee may receive compensation under this section for any
5 portion of leave for illness or injury which has accumulated at a rate in excess of one (1) day
6 per month.
7

8 **Section 9.1.3.1. Unused Sick Leave.**

9 At the time of separation from school district employment, an eligible employee as
10 defined by RCW 28A.400.210(2) or the employee's estate shall receive remuneration at
11 a rate equal to one (1) day's current monetary compensation for each four (4) full days
12 accrued leave for illness or injury, provided no employee may receive compensation
13 under this section for any portion of leave for illness or injury which was accumulated
14 at a rate in excess of one (1) day per month.
15

16 **Section 9.1.3.2.**

17 These sections shall be construed only as consistent with applicable law.
18

19 **Section 9.1.4. Family Illness Leave.**

20 The District shall allow an employee to use accrued sick leave in accordance with applicable
21 state and/or federal law to care for a qualifying individual. For this section the following
22 definitions shall apply consistent with Washington State law; provided, however, that at the
23 discretion of the District, sick leave may be used to care for a family member, not specified in
24 this section, who has a serious health or medical condition:
25

26 For the purposes of this Section, in accordance with RCW 49.46.210, "family member" means
27 any of the following:
28

- 29 a. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the
30 employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of
31 age or dependency status.
- 32 b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an
33 employee or the employee's spouse or registered domestic partner, or a person who stood in
34 loco parentis when the employee was a minor child.
- 35 c. A spouse
- 36 d. A registered domestic partner
- 37 e. A grandparent
- 38 f. A grandchild
- 39 g. A sibling
40

41 **Section 9.2. Paid Family Medical Leave.**

42 Employees may be eligible for leave pursuant to the Family and Medical Leave Act of 1993, the
43 Washington Paid Family Medical Leave (PFML) program administered by the state Employment
44 Security Department (ESD), and District policies. Employees may obtain District policies on the
45 District website or by contacting the Superintendent's office. During the time an employee is on
46 PFML, they are on "unpaid leave" through the District. Any time taken for PFML during the
47 employee's contract will result in a reduction and proration of their contract.
48

1 Employees who have accrued sick leave and are on PFML may choose to use sick leave to supplement
2 their pay while on PFML.

3
4 Specifically, employees may either:

- 5 a. Use one-half (1/2) day of their sick leave on each day of their PFML leave (if they have
6 sufficient leave) as a supplemental benefit to make their pay whole; or
- 7
- 8 b. To not use sick leave and instead receive only PFML benefits from the ESD.
- 9

10 Employees should consult with the District office, the Union, and the ESD if using PFML, to
11 understand the consequences for their compensation for the contract year, and their options for
12 structuring their absence and leave.

13
14 **Section 9.3. Bereavement Leave.**

15 Each employee shall be entitled to a maximum of five (5) days leave with pay per year for absence
16 caused by the death of an employee's child, legal dependent, spouse, parent, step-parent, grandparent,
17 grandchild, sibling, step-sibling, siblings-in-law, parent-in-law, aunt or uncle. Such bereavement leave
18 shall not be deducted from sick leave. Up to one (1) day shall be granted for absence caused by the
19 death of a close friend and/or significant person in the life of the employee if approved by the
20 Superintendent on a case-by-case basis, the leave is deducted from bereavement leave. The
21 Superintendent's decision may be based in part on the availability of substitutes at the time the leave is
22 approved or denied. Bereavement leave is noncumulative.

23
24 **Section 9.4. Emergency Leave.**

25 Each employee shall be granted two (2) days emergency leave per year with pay, which shall be
26 deducted from sick leave. Use of Emergency Leave must be approved by the District and must be due
27 to a problem that has suddenly precipitated or where pre-planning could not relieve the necessity for
28 the employee absence. Additional emergency leave days may be approved at the discretion of the
29 Superintendent.

30
31 **Section 9.5. Assault Leave.**

- 32 a. Any assault and battery upon an employee while acting within the scope of the employee's
33 employment shall be reported promptly to the employee's immediate supervisor. Where
34 criminal charges are warranted and the employee chooses to file such charges, the District will
35 support the employee.
- 36 b. Whenever an employee is absent from employment and unable to perform his/her duties as a
37 result of personal injuries sustained due to an assault and battery as defined in A above, the
38 employee will be paid full salary for the period of absence, up to one year from date of injury,
39 less the amount of any Workman's Compensation award or benefits. No part of such absence
40 will be charged to annual or accumulated sick leave.
- 41

42 **Section 9.6. Disability Leave.**

43 An employee requesting disability leave shall give written notice to the District at least two (2) weeks
44 prior to commencement of said leave if possible. The written request for disability leave should include
45 a statement as to the expected date of return to employment and advance notice of the actual date of
46 return to employment shall be given as soon as possible. Sick leave shall be granted under Section 9.1.
47 In the event sick leave is exhausted, then the employee shall, if requested in writing, be granted a leave



1 of absence without pay for the period of disability, provided that such unpaid leave shall not continue
2 beyond the duration of the current school year, unless authorized in advance pursuant to Section 9.8 of
3 this Article. The District shall send a letter to the address last provided by the employee approximately
4 six (6) weeks before the scheduled end of the leave requiring the employee to notify the District of the
5 employee's intention to return or not return to work. Failure to notify the District prior to the end of
6 any such leave(s) shall terminate any potential employment relationship with the District. If the
7 employee returns to work within the period of said leave or within the period of the current school
8 year, if unpaid leave, the employee shall be offered reinstatement to a position at least equivalent in
9 duties and salary as that held prior to such leave.

10
11 **Section 9.7. Judicial Leave.**

12 In the event an employee is summoned to serve as a juror, or appear as a witness in court for the
13 District, or is named as a codefendant with the District, such employee shall receive a normal day's pay
14 for each day of required presence in court. In the event that an employee is a party in a court action,
15 such employee may request a leave of absence.

16
17 **Section 9.8. Leave of Absence.**

18 Upon recommendation of the immediate supervisor through administrative channels to the
19 Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended
20 leave of absence for a period not to exceed one (1) school year. An employee may request one
21 additional leave of absence for the next school year, provided that the total leave period shall not
22 exceed twelve (12) consecutive months.

23
24 **Section 9.8.1. Return to Work.**

25 The returning employee will not necessarily be assigned to the identical position occupied
26 before the leave of absence. However, the employee shall be reinstated to a position equivalent
27 in job description duties and job description salary to that held at the time the request for leave
28 of absence was approved subject to Article X herein.

29
30 **Section 9.8.2. Retention of Sick Leave.**

31 The employee will retain accrued sick leave, vested vacation rights and seniority rights while
32 on leave of absence. However, vacation credits, sick leave, seniority, and holiday credits shall
33 not accrue while the employee is on leave of absence, except in the case of serious illness as
34 defined by the FMLA or service in the US Military, seniority shall continue to accrue.

35
36 **Section 9.9. Shared Leave.**

37 The District agrees to make a leave sharing program available to all eligible employees in accordance
38 with State Law.

39
40 **Section 9.10. Personal Leave.**

41 Each employee shall be granted up to three (3) days personal leave per year with pay, which shall not
42 be deducted from sick leave. Up to two (2) unused Personal Leave days shall convert to sick leave and
43 accumulate as sick leave. If the third day is also unused, employees shall be compensated for the day
44 at their daily rate of pay on the September payroll of the following year. Personal Leave may be used
45 for undisclosed personal reasons, but such days cannot be used for the first two weeks or last two
46 weeks of school, or to extend a vacation, or to extend weekends. Exceptions to these conditions may be
47 made in extenuating circumstances with supervisor approval. Substitutes must be available at the time

1 the leave is approved and no more than two (2) employees per building or program may use Personal
2 Leave on the same day.

3
4 **Section 9.11. Leave Request Processing.**

5 Employees must process their own leave requests using the District designated process. If an employee
6 requests to use paid and unpaid leave, the employee must enter the leave into the District designated
7 processing system within three (3) days of the use of leave. Failure by the employee to use the District
8 designated process within three (3) days will result in the employee receiving unapproved leave
9 without pay.

10
11
12
13 **ARTICLE X**

14
15 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

16
17
18 **Section 10.1. Probationary Period.**

19 Each new hire shall remain in a probationary status for a period of not more than sixty (60) working
20 days following the hire date. During this probationary period, the District may discharge such
21 employee at its discretion.

22
23 **Section 10.2. Completion of the Probationary Period.**

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

26
27 **Section 10.3. Unsuccessful Transition Following Promotion.**

28 If during the first sixty (60) working days it is determined by the employee's supervisor that an
29 employee who has received a promotion, either within the same or a new general job classification, or
30 who has been assigned to a new or open job or position in a new general job classification, does not
31 have the ability or qualifications to fulfill the job requirements, the District shall set forth in writing to
32 the employee and the Union's grievance committee chairman its reasons why the employee is not
33 qualified and the employee shall then be reassigned to the prior position held. If an employee is
34 evaluated as having two or more unsatisfactory ratings among the evaluation traits, that is sufficient
35 reason for the employee to be reassigned to the prior position.

36
37 **Section 10.4. Seniority.**

38 Seniority as referenced herein means seniority within an employee's current job classification, or any
39 job classification in which the employee has worked as a regular District employee. Seniority begins
40 on the employee's first day of regular employment, and classification seniority begins on the first day
41 of regular employment in the specific job classification. Should more than one employee have the
42 same hire date, their ranking shall be determined by the hiring administrator at the time of hire.

43
44
45
46
47



1 **Section 10.5. Seniority Rights Loss.**

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

- 3
- 4 a. Resignation;
 - 5 b. Discharge for any reason contained in this Agreement;
 - 6 c. Retirement; or
 - 7 d. Job classification seniority shall be lost eighteen (18) months after a change in job classification
- 8 as referenced in Section 10.8 of this Article.
- 9

10 **Section 10.6. Retained Seniority Rights.**

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

- 12
- 13 a. Time lost by reason of industrial accident, industrial illness or jury duty;
 - 14 b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
 - 15 States; or
 - 16 c. Time spent on other authorized leaves of absence, not to exceed one (1) year.
- 17

18 **Section 10.7. Seniority Classification.**

19 Seniority rights shall be effective within the general job classification. As used in this Agreement,
20 general job classifications are as follows: Custodial-Maintenance, Paraeducator, Food Service, Gear
21 Up Coordinator, Transportation (Bus Driver-Mechanic), Nurse and Student Health (Health
22 Coordinator and Health Room Assistant), SRO, Secretarial-Clerical and Technology.

23

24 **Section 10.8. Accrued Seniority.**

25 Employees who have worked in their previous classification for at least six (6) calendar months shall
26 retain accrued seniority in any previously held classification for eighteen (18) months.

27

28 **Section 10.9. Seniority Bypass.**

29 The employee with the greatest classification seniority shall have preferential rights regarding shift
30 selection, vacation period, overtime or refusal of overtime, the assignment of additional work not
31 constituting a new position, and the reduction of hours not constituting a layoff when the operational
32 and educational needs of the District permit.

33

34 **Section 10.10. Seniority Bypass Procedures.**

35 The employee with the greatest classification seniority shall have preferential rights regarding filling of
36 new or open job assignments, promotions, layoff and recall from layoff provided that ability,
37 qualifications, and performance are determined to be substantially equal with other applicants.

38

39 When a junior employee or external candidate is more qualified for an open position or has a better
40 performance history than the senior candidate for an open position, the District may hire the more
41 junior employee or external candidate to an open position.

42

43 Employees upon request in writing shall be given the specific reasons in writing for a seniority bypass.
44 The bypassed employee may request that the District confer with the employee regarding how the
45 employee can become a better candidate for future positions.

46

47

48

1 **Section 10.11. Layoffs Seniority.**

2 The District may not lay off senior employees before junior employees in any general job
3 classification, except subject to the seniority bypass procedure in the immediately preceding paragraph.
4 Should a seniority bypass occur, the District must inform the Union President in writing of the names
5 and positions of the impacted employees.
6

7 **Section 10.12. Substitute Employees.**

8 Substitutes who work less than thirty (30) accumulated working days in the previous twelve (12)
9 months shall not be included within the bargaining unit.
10

11 Substitutes who work longer than thirty (30) accumulated days in the previous twelve (12) months
12 shall be included within the bargaining unit. The only provisions of the Agreement applicable to
13 substitute employees shall be Section 7.2, Section 7.3, Article XIII, Article XIV and Schedule A. In
14 order to be considered for internal job postings, substitutes should have completed a total of thirty (30)
15 days of work within the last twelve (12) months.
16

17 **Section 10.12.1. Sixty Day Assignments.**

18 Substitute positions which are known to last longer than sixty (60) cumulative working days in
19 a ninety (90) day period shall be posted in advance in the District for five (5) working days.
20 The sixty (60) cumulative day timeline may be extended upon mutual agreement between the
21 Union and the District.
22

23 **Section 10.12.2. Bargaining Unit Employees Who Fill Substitute Assignments.**

24 Bargaining unit employees who are qualified for such postings shall be considered for such
25 assignments in accordance with Section 10.4 when the substitute assignment does not conflict
26 with the employee's regular work schedule. If the substitute assignment does conflict with the
27 bargaining unit employee's regular work schedule, approval for any such assignment shall be at
28 the discretion of the Superintendent. Bargaining unit employees who fill a substitute
29 assignment:
30

- 31 a. Shall continue to accrue seniority in their regular classification and shall return to their
32 regular position at the completion of the assignment;
- 33 b. Shall not establish a hire date nor accrue seniority, if the substitute assignment is in a
34 different job classification than the employee's current assignment; and
- 35 c. Shall receive the rate of pay of the substitute assignment (the first step of the wage
36 schedule for that position), if the substitute assignment's rate of pay is higher than the
37 employee's current rate of pay; and
- 38 d. Shall continue to receive the employee's current rate of pay if the Step 1 rate for the
39 substitute assignment is lower than the employee's current rate of pay.
40

41 **Section 10.12.3. Temporary Employees.**

42 Employees, including but not limited to employees on layoff status, may request to work a
43 temporary position within the District. Temporary positions shall not last for more than sixty
44 (60) consecutive days which may be extended upon mutual agreement between the Union and
45 District. Bargaining unit employees assigned to work a temporary position shall be subject to
46 all provisions of the Agreement. Non-bargaining unit employees or bargaining unit substitutes
47 assigned to work a temporary position shall not receive rights under this Agreement.
48



1 Bargaining unit employees who are assigned to work a temporary position:

- 2
- 3 a. Shall continue to accrue seniority in their regular classification and shall return to their
- 4 regular position at the completion of the assignment;
- 5 b. Shall not establish a hire date nor accrue seniority, if the temporary assignment is in a
- 6 different job classification than the employee's current assignment;
- 7 c. Shall receive the rate of pay of the substitute assignment, if the temporary assignment's rate
- 8 of pay is higher than the employee's current rate of pay; and
- 9 d. Shall continue to receive the employee's current rate of pay if the Step 1 rate for the
- 10 temporary assignment is lower than the employee's current rate of pay.
- 11

12 The District will provide the Union President and Vice President with notice of the temporary

13 positions and expected duration of employment.

14

15 If, in the District's determination, a temporary position should be made into a permanent

16 position, the District shall create a new position and post the opening for the new position.

17

18 **Section 10.13. Layoffs – Temporary Work.**

19 Employees, including but not limited to employees on layoff status, may request to work leave

20 replacement positions within the District. Bargaining unit employees assigned to work a leave

21 replacement position shall be subject to all provisions of the Agreement. Non-bargaining unit

22 employee(s) or bargaining unit substitute(s) assigned to leave replacement position(s) shall receive all

23 rights under this Agreement, except Article X (Seniority.)

24

25 Bargaining unit employees who are assigned to work a temporary position:

- 26
- 27 a. Shall continue to accrue seniority in their regular classification and shall return to their regular
- 28 position at the completion of the assignment;
- 29 b. Shall not establish a hire date nor accrue seniority, if the leave replacement assignment is in a
- 30 different job classification than the employee's current assignment;
- 31 c. Shall receive the rate of pay of the substitute assignment, if the leave replacement assignment's rate
- 32 of pay is higher than the employee's current rate of pay; and
- 33 d. Shall continue to receive the employee's current rate of pay if the Step 1 rate for the leave
- 34 replacement assignment is lower than the employee's current rate of pay.
- 35

36 **Section 10.14. Reemployment List.**

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

38 District according to a layoff ranking. Such employees are to have priority (consistent with Section

39 10.9 herein) in filling an opening in the classification held immediately prior to layoff. Names shall

40 remain on the reemployment list for twenty-four (24) months.

41

42 **Section 10.15. Address Updates.**

43 An employee on layoff status shall file the employee's address in writing with the personnel office of

44 the District and shall thereafter promptly advise the District in writing of any change of address.

45

46 **Section 10.16. Reemployment Offer.**

47 An employee shall forfeit rights to employment as provided in Section 10.14 if the employee does not

48 comply with the requirements of Section 10.15, or if the employee does not respond to the offer of

1 reemployment within seven (7) days after mailing of a written notice by the District to the employee,
2 or three (3) working days after receiving oral notice, whichever event first occurs.

3
4 **Section 10.17. Decline Reemployment Offer.**

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

8
9 **Section 10.18. Internal Job Posting.**

10 The District shall notify the Union President and Vice President in writing of the availability of any
11 and all open positions as soon as possible after the District determines the opening. Internal postings
12 shall be posted on the District Website no less than five (5) business days. The District shall post
13 notification of the jobs.

14
15 **Section 10.19. Job Posting.**

16 Positions shall be available first to full time or part time employees for five (5) business days. In the
17 event there is a lack of interest from internal applicants or qualified candidates, the District will then
18 open the position to substitutes, and if there is not enough interest from the substitutes for two (2)
19 business days, then open the position to the public.

20
21 **Section 10.20. Vacancies.**

22 Any employee wishing to be notified of vacancies (new or open positions) within a particular
23 classification occurring during the summer shall leave written notice at the administration office prior
24 to the close of school and sufficient self-addressed, stamped envelopes. The employee will be sent a
25 copy of the posting of the position and application procedure.

26
27 **Section 10.20.1. Prior Notification.**

28 The Union shall be notified by the District before any substantial changes to an established
29 position's hours or duties are put into effect.

30
31
32 **ARTICLE XI**

33
34
35 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

36
37 **Section 11.1. Just Cause.**

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

40
41 **Section 11.2. Notification To Non-Annual Employees.**

42 This section is intended to be applicable to those employees whose duties necessarily imply less than
43 twelve (12) months (excluding vacations) work per year.

44
45 **Section 11.2.1. Discharge of Non-Annual Employees.**

46 Should the District decide to discharge any non-annual employee, the employee shall be so
47 notified in writing prior to the expiration of the school year, except when such employment is
48 specifically supported by categorical funds. Employees who will not be reemployed due to lack

1 of categorical funding will be notified within fifteen (15) days after the District receives written
2 notification that the program has not been approved.

3
4 **Section 11.2.2. Discharge for Misconduct.**

5 Nothing contained herein shall be construed to prevent the District from discharging an
6 employee for acts of misconduct which constitute justifiable cause occurring after the
7 expiration of the school year.

8
9 **Section 11.2.3.**

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

12
13 **Section 11.3. Two Week Notice.**

14 Except in extraordinary cases, the District will give an employee two (2) weeks notice of intention to
15 dismiss. The District will expect the employee to give two (2) weeks notice in case of resignation.

16
17 **Section 11.4.**

18 Nothing contained herein shall be construed to prevent the District from immediately discharging an
19 employee for justifiable cause in serious cases.

20
21
22 **ARTICLE XII**

23 **INSURANCE AND RETIREMENT**

24
25
26
27 **Section 12.1. SEBB.**

28 The District shall pay the state funded monthly amount per eligible employee for School Employee
29 Benefits Board (SEBB) benefits including medical, dental, and vision insurance programs. The Health
30 Care Authority's retiree subsidy is included in the state-funded amount referenced to in this section.

31
32 **Section 12.1.1.**

33 Employees shall declare their health plan options as required by SEBB.

34
35 **Section 12.2. Retirement.**

36 In determining whether an employee subject to this Agreement is eligible for participation in the
37 Washington State School Employees' Retirement System, the District shall report all hours worked,
38 whether straight time, overtime, or otherwise, provided, the District shall suffer no liability for
39 administrative error in failing to report.

40
41 **Section 12.3. Working Outside the Bargaining Unit.**

42 In the event an employee performs temporary duties within the District but outside the bargaining unit
43 (e.g. emergency substitute teacher), all fringe benefits contained in this Agreement shall continue
44 uninterrupted.

45
46 If an employee takes a full-time position as a conditionally certificated employee or an emergency
47 certificated employee with the District, the employee will be placed in leave of absence status from

1 their classified position, pursuant to §§ 9.7, 9.7.1 and 9.7.2 of this Agreement. Such leave of absence
2 may extend for up to four (4) years.

6 ARTICLE XIII

8 UNION MEMBERSHIP AND CHECKOFF

10 **Section 13.1. Union Membership.**

11 All employees have the right to join the Union and participate in Union activities. Each employee
12 subject to this Agreement, who, on the effective date of this Agreement, is a member of the Union in
13 good standing shall, maintain membership in the Union in good standing unless membership is
14 revoked through contact with the Union in writing.

16 **Section 13.2. Union Authorization.**

17 The Union will provide a list of the members who have agreed to Union membership and authorized
18 the withholding of dues from their District wages.

19
20 The PSE State Office will be the custodian of the records related to dues authorizations and they agree
21 that, as the custodian of the records, they have the responsibility to ensure the accuracy and safe-
22 keeping of those records. The Union will indemnify and hold the District harmless from any claims
23 brought against the District related to the provisions of this Article.

25 **Section 13.3. New Hires.**

26 The District will provide the Union State Office (membership@pseofwa.org) with a digital copy of the
27 following specified information maintained in the District's records for all newly hired employees,
28 including substitutes and temporary staff eligible for Union Membership listed on Schedule A of this
29 Agreement, within twenty-one (21) days of their hire date.

- 31 • Employee's name
- 32 • Date of hire
- 33 • Employees contact information to include:
 - 34 ○ Personal mailing address, personal phone number, work and personal email address
- 35 • Job title, job classification, salary or rate of pay, and worksite location

36 **Section 13.4. Monthly Dues Remittance.**

37
38 The District will provide the Union with a monthly bargaining unit list transmitted electronically to
39 membership@pseofwa.org and the chapter by the first Monday after the payroll is processed,
40 containing every bargaining unit employee's: name and union dues paid.

41
42 The District will also provide the Union with electronic notice of employees who are hired, rehired,
43 reinstated, transferred into or out of the bargaining unit, reclassified, promoted, downgraded, placed on
44 leaves of absence of any type including disability, placed on layoff, recalled from layoff, or separated
45 (including retirement). This notice will include the employee's name, job title, work location,
46 personnel action, dates of leave, and reason.

1 **Section 13.5. Bargaining Unit List.**

2 On or before the last business day of October, February, and June of each year during the term of this
3 Agreement, the District shall provide the Union (membership@pseofwa.org) with the most up to date
4 information maintained in the District’s records regarding each employee covered under the bargaining
5 unit. Such information shall include employees full name, date of hire, cell phone number, home phone
6 number, work number, personal email address, work email address, mailing address, employee job
7 title, rate of pay, work site location, and hours worked. This section is in accordance with the one
8 hundred twenty (120) day requirement to provide the Bargaining Unit List to the Union.
9

10 **Section 13.6. Checkoff.**

11 The District shall deduct PSE dues, service charges or voluntary political contributions as provided in
12 Section 13.7. from the pay of any employee who authorizes such deductions in writing pursuant to
13 RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public
14 School Employees of Washington/SEIU Local 1948 on a monthly basis via Automated Clearing House
15 (ACH) monthly.
16

17 **Section 13.6.1. Local Dues.**

18 The District agrees to deduct Local (Cape Flattery) Chapter dues separately from the pay of any
19 authorizing employee upon written notification from the Chapter President that the Chapter has
20 elected to collect such dues and the chapter has authorization from the employee.
21

22 **Section 13.7. COPE.**

23 The District shall, upon receipt of a written authorization form that conforms to legal requirement,
24 deduct from the pay of such bargaining unit employee the amount of contribution the employee
25 voluntarily chooses for deduction for political purposes to the Committee on Political Empowerment
26 (COPE) and shall transmit the same to the Union on a check separate from the Union dues transmittal
27 check.
28
29
30

31 **ARTICLE XIV**
32
33 **GRIEVANCE PROCEDURE**
34

35 **Section 14.1.**

36 Grievances or complaints arising between the District and its employees within the bargaining unit
37 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
38 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.
39

40 **Section 14.2. Grievance Steps.**

41 **Section 14.2.1. Step I.**

42 Employees shall first discuss the grievance with their immediate supervisor. If employees so
43 wish, they may be accompanied by a Union representative at any discussions. All grievances
44 not brought to the immediate supervisor in accordance with the preceding sentence within
45 twenty (20) working days of the occurrence of the grievance shall be invalid and subject to no
46 further processing.
47
48



1 **Section 14.2.2. Step II.**

2 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
3 subsection, the employee shall reduce to writing within ten (10) working days of the discussion
4 referred to in the preceding subsection a statement of the grievance containing the following:

- 5
6 A. The facts on which the grievance is based;
7 B. A reference to the provisions in this Agreement which have been allegedly violated; and
8 C. The remedy sought.

9
10 The employee shall submit the written statement of grievance to the immediate supervisor for
11 reconsideration and shall submit a copy to the official in the Administration responsible for
12 personnel. The parties will have five (5) working days from submission of the written statement
13 of grievance to resolve it by indicating on the statement of grievance the disposition. If an
14 agreeable disposition is made, all parties to the grievance shall sign it.

15
16 **Section 14.2.3. Step III.**

17 If no settlement has been reached within the five (5) working days referred to in the preceding
18 subsection, and the Union believes the grievance to be valid, a written statement of grievance
19 shall be submitted within ten (10) working days to the District Superintendent or the
20 Superintendent's designee. After such submission, the parties will have fifteen (15) working
21 days from submission of the written statement of grievance to resolve it by indicating on the
22 statement of grievance the disposition. If an agreeable disposition is made, all parties to the
23 grievance shall sign it.

24
25 **Section 14.2.4. Step IV.**

26 If no settlement has been reached within the fifteen (15) days referred to in the preceding
27 subsection, and the Union believes the grievance to be valid, the employee may demand
28 arbitration of the grievance. Any grievance arising out of or relating to the interpretation or
29 application of this Agreement shall then be submitted to arbitration under the voluntary labor
30 arbitration rules of the American Arbitration Association. The parties further agree to accept
31 the arbitrator's award as final and binding upon them, provided, that the arbitrator shall have no
32 power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine
33 their decision to the specific area of the contract as cited in the grievance form. The Union or
34 the District, whichever is ruled against by the arbiter, shall pay fifty (50%) percent of the
35 compensation of the arbiter including necessary expenses and the other party shall pay fifty
36 (50%) percent of the arbiter's fees and expenses. All other expenses shall be borne by the party
37 incurring them.

38
39 **Section 14.3. Retaliation.**

40 The District shall not discriminate against any individual employee or the Union for taking action
41 under this Article.

42
43 **Section 14.4.**

44 This Agreement shall be construed such that no contractual rights are intended that would impact any
45 of the following:

- 46 1. Any evaluation judgment or determination of the expected standard of performance for a
47 particular job position.
48 2. The termination of services of any probationary employee (See Section 10.1.).



3. Any cause of action for which there is another remedial procedure established by law.

Section 14.5. Meetings for Grievances.

If meetings are scheduled during working hours between District officials and employees in pursuance of grievances or employee discipline, neither employees nor their employee representatives shall suffer loss in pay therefore.

ARTICLE XV

SALARIES AND EMPLOYEE COMPENSATION

Section 15.1. Compensation.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Employees shall be paid on the last contracted working day of each month, with the exception of December, when staff will be paid on the last business day of the month.

Section 15.2. Salaries and Wages.

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

Section 15.2.1. Salary Schedule.

Annually Schedule A shall be increased by the wage increases expressed below:

- 2024 – 2025: Four percent (4%) or Implicit Price Deflator (IPD), whichever is greater, across the board;
- 2025 – 2026: Three percent (3%) or IPD, whichever is greater, across the board;
- 2026 – 2027: Three percent (3%) or IPD, whichever is greater, across the board.

Such an increase, as listed above, will become effective on September 1 of each year.

Section 15.2.2. Effective Date.

Any salary increases provided for herein shall take place on September 1 of the school year in which they become effective, except for state funded increases which will be passed through as legislated.

Section 15.2.3. Longevity Premium.

- a. Beginning with the fifth (5th) year, employees shall receive a fifty (\$0.50) cent per hour longevity premium added to their base rate of pay.
- b. Beginning with the tenth (10th) year, employees shall receive a seventy-five (\$0.75) cent per hour longevity premium added to their base rate of pay.
- c. Beginning with the fifteen (15th) year, employees shall receive a one dollar (\$1.00) per hour longevity premium added to their base rate of pay.
- d. Beginning with the twentieth (20th) year, employees shall receive a one dollar, twenty-five (\$1.25) cent per hour longevity premium added to their base rate of pay.



- e. Beginning with the twenty-fifth (25th) year, employees shall receive a one dollar, fifty (\$1.50) cent per hour longevity premium added to their base rate of pay.
- f. Beginning with the thirtieth (30th) year, employees shall receive a one dollar, seventy five (\$1.75) cent per hour longevity premium added to their base rate of pay.

“Years worked in the District” shall consist of all years worked including years worked prior to a break in service i.e. an employee separated employment with the District and is rehired.

Section 15.3. Time Calculation.

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

Section 15.4. Use of Private Vehicle.

Any employee required to travel from one site to another in a private vehicle on School District business and at the direction of the employee's supervisor shall be reimbursed at the rate established by the District for compensation to all District employees.

Section 15.5. Overnight Stays.

Employees required to remain overnight or other extended periods of time during the day shall be reimbursed for reasonable expenses incurred under District adopted guidelines and instructions applied to such activities for all its employees.

Section 15.6. Annual Notice.

Each School Year, as early in the School Year as practical, the District shall provide each employee a breakdown of their hourly rate, number of regularly compensated hours, and annual salary. Any changes to such above data occurring after the compensation breakdown shall be in writing to the effected employee(s). Overtime/extra trip compensation shall be documented as appropriate (concurrent with payment).

Section 15.6.1. Letters of Reasonable Assurance.

All less than full-time employees shall be notified of their work year beginning and ending date not later than the first day of August. The District will notify Secretaries of the date of their first workday each School Year.

Section 15.7. Background Checks.

The District shall pay the cost of security checks, background investigations, production of records and fingerprinting required as a condition of continued employment with the District (except for job applicants and employees hired after September 1, 2021).

Section 15.8. Educational Incentive.

If an employee has or obtains an associate degree or a bachelor degree during their employment with the District, the employee shall be eligible for an annual educational stipend provided the employee meets the following requirements:

- a. An employee must work a minimum of four (4) hours per day in a regular scheduled shift to be eligible for this program. An employee must be a current employee of the District at the time the incentive payment is issued to the employee;



- b. An employee must have current paperwork on file, in a form satisfactory to the District, to support their request for an educational stipend;
- c. The educational incentive will be paid as a stipend in July. It is the employee’s responsibility to submit the required paperwork to receive the stipend.

Employees meeting the above requirements shall receive on an annual basis a stipend of five hundred seventy dollars (\$570) for an associate degree; an additional five hundred seventy dollars (\$570), total of one thousand one hundred forty dollars (\$1,140), for a bachelor degree and an additional five hundred seventy dollars (\$570), total of one thousand, seven hundred and ten dollars (\$1,710) for a master’s degree.

The annual stipend will be paid as part of the employee’s July pay period, provided that the paperwork required by this subsection is submitted to the District by June 1.

It is understood and agreed that the use of the term “stipend” in this section shall be construed as additional compensation to the employee of the same nature as their regular wages.

Section 15.9. Payroll Grandfather Provision.

All employees shall be paid on a 12-month annualized payroll.

Section 15.10. State Funding for Certificates.

Any State funding received by the District for classified employee reimbursement and funding in support of pathway(s) to instruction certification will be made available to bargaining unit members.

Section 15.11. Direct Deposit.

For employees hired after September 1, 2013, monthly pay warrants shall be directly deposited into a bank account identified by each employee. Employees hired prior to September 1, 2013 shall have the option of receiving a paper version of the monthly pay warrant or directly depositing such pay warrant into a bank account.

Section 15.12. Permits and Licenses.

The District shall reimburse the cost of a food service handler’s permit and a commercial driver’s license endorsement (not including the cost to maintain a basic driver’s license) that are required to perform District assigned duties.

ARTICLE XVI

DRUG AND ALCOHOL TESTING

Section 16.1. Drug and Alcohol Testing.

The District agrees to promulgate a Drug and Alcohol testing policy and procedure for employees who are required to maintain a valid Commercial Driver’s License as required by and in accordance with Federal Law.



1 **Section 16.2. Training.**

2 The District agrees to provide all employee training required by law (for Drug and Alcohol testing) at
3 no cost to employees, and shall further compensate employees at their regular rate of pay (or overtime
4 rate, if applicable) for all hours spent in required training.

5
6 **Section 16.3.**

7 The District agrees to keep all testing results confidential, pursuant to state and federal law.
8

9 **Section 16.4. Costs.**

10 The District shall pay for the cost of all drug and alcohol testing for bargaining unit employees which
11 is required by law or as a condition of employment or continued employment.

12
13 **Section 16.5. Compensation.**

14 The District shall compensate employees at their regular rate of pay (or overtime rate, if applicable) for
15 all hours spent in required testing procedures, including travel time (and mileage if the employee is
16 required to drive a personal vehicle to a testing site).

17
18 **Section 16.6.**

19 Employees shall suffer no loss of pay for scheduled hours (runs or trips) which are missed due to
20 required participation in drug and/or alcohol testing procedures.
21

22 **Section 16.7. Discipline.**

23 Any discipline related to positive drug or alcohol tests shall be subject to the terms of Article XI
24 (Discipline and Discharge of Employees); to the terms of Article XIV (Grievance Procedure); and any
25 other applicable terms of the Collective Bargaining Agreement.
26

27 **Section 16.8. Drug and Alcohol Procedure.**

28 Drug and Alcohol testing shall be in accordance with the District Policy 5201P. The most up to date
29 policy shall be attached to the Contract Bargaining Agreement.
30
31

32
33 **ARTICLE XVII**

34
35 **TERM AND SEPARABILITY OF PROVISIONS**

36
37 **Section 17.1. Terms of Agreement.**

38 The term of this Agreement shall be from September 1, 2024 to August 31, 2027.
39

40 **Section 17.2.**

41 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
42 parties in writing; provided that this Agreement shall be reopened as necessary to consider the impact
43 of any legislation enacted following execution of this Agreement which may arguably affect the terms
44 and conditions herein or create authority to alter personnel practices in public employment.
45

46 **Section 17.3.**

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



1 **Section 17.4.**

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

5 **Section 17.5.**

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 17.2.
8
9
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13

14 **SIGNATURE PAGE**
15
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17
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19
20

21 PUBLIC SCHOOL EMPLOYEES
22 OF WASHINGTON / SEIU Local 1948
23

24 PSE OF CAPE FLATTERY

CAPE FLATTERY SCHOOL DISTRICT #401

25
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27
28 BY: *T.Hull*
Tammy Hull (Aug 13, 2024 18:33 PDT)
29 Tammy Hull, Chapter President

BY: *Michelle Parkin*
Michelle Parkin (Jul 17, 2024 20:55 PDT)
Michelle Parkin, Superintendent

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31 DATE: 08/13/24
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DATE: 07/17/24
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SCHEDULE A
CAPE FLATTERY SCHOOL DISTRICT

September 1, 2024 – August 31, 2025

Schedule A	Sept. 1, 2024 - Aug 31, 2025	Step								Matrix Lane Code (Skyward)
		01 (Base/Sub Rate)	02 (+5)	03 (+10)	04 (+15)	05 (+20)	06 (+25)	07 (+30)		
Transportation	Regular Bus Driver	\$ 31.04	\$ 31.54	\$ 31.79	\$ 32.04	\$ 32.29	\$ 32.54	\$ 32.79	13-01-0	
	Bus Mechanic	\$ 36.54	\$ 37.04	\$ 37.29	\$ 37.54	\$ 37.79	\$ 38.04	\$ 38.29	13-02-0	
	Pony Express Driver	\$29.48								
	Extracurricular Driver	\$29.48								
	Field Trip Driver	\$29.48								
	Van Driver	\$23.17								
	Standby/Layover (Overtime Exempt)	<i>state minimum wage</i>								
ParaEducator	ParaEducator/ESEA Certified-Mandatory	\$ 24.02	\$ 24.52	\$ 24.77	\$ 25.02	\$ 25.27	\$ 25.52	\$ 25.77	13-03-0	
Food Service	Cook 1 (Head Cook)	\$ 24.85	\$ 25.35	\$ 25.60	\$ 25.85	\$ 26.10	\$ 26.35	\$ 26.60	13-04-0	
	Cook 2	\$ 23.16	\$ 23.66	\$ 23.91	\$ 24.16	\$ 24.41	\$ 24.66	\$ 24.91	13-05-0	
	Food Service Assistant	\$ 21.30	\$ 21.80	\$ 22.05	\$ 22.30	\$ 22.55	\$ 22.80	\$ 23.05	13-13-0	
Secretarial - Clerical	Secretary	\$ 27.33	\$ 27.83	\$ 28.08	\$ 28.33	\$ 28.58	\$ 28.83	\$ 29.08	13-06-0	
	Facility and Operations Secretary	\$ 30.64	\$ 31.14	\$ 31.39	\$ 31.64	\$ 31.89	\$ 32.14	\$ 32.39	13-16-0	
	Accounting Clerk (12 month)	\$ 31.73	\$ 32.23	\$ 32.48	\$ 32.73	\$ 32.98	\$ 33.23	\$ 33.48	13-07-0	
Operations - Maintenance	General Utility (Hourly Labor)	\$23.17								
	Custodian (10 or 12 month)	\$ 26.26	\$ 26.76	\$ 27.01	\$ 27.26	\$ 27.51	\$ 27.76	\$ 28.01	13-08-0	
	Head Custodian (12 month)	\$ 29.31	\$ 29.81	\$ 30.06	\$ 30.31	\$ 30.56	\$ 30.81	\$ 31.06	13-09-0	
	Maintenance (12 month)	\$ 31.80	\$ 32.30	\$ 32.55	\$ 32.80	\$ 33.05	\$ 33.30	\$ 33.55	13-10-0	
Nurse/RN	Certified School Nurse/RN	\$ 48.22	\$ 48.72	\$ 48.97	\$ 49.22	\$ 49.47	\$ 49.72	\$ 49.97	13-11-0	
	Health Care Coordinator	\$ 55.01	\$ 55.51	\$ 55.76	\$ 56.01	\$ 56.26	\$ 56.51	\$ 56.76	13-15-0	
	Health Room Assistant	\$ 28.25	\$ 28.75	\$ 29.00	\$ 29.25	\$ 29.50	\$ 29.75	\$ 30.00	13-14-0	
Technology	IT	\$ 39.40	\$ 39.90	\$ 40.15	\$ 40.40	\$ 40.65	\$ 40.90	\$ 41.15	13-12-0	
School Security	SRO	\$ 33.69	\$ 34.19	\$ 34.44	\$ 34.69	\$ 34.94	\$ 35.19	\$ 35.44		
Gearup	Gearup	\$32.28								
Cert Sub Rates	No Travel (Per Day)	\$200.00								
	With Travel (Per Day)	\$240.00								

LONGEVITY STEP INFORMATION					
* Step 2	Longevity	BASE RATE PLUS	\$0.50/HR	When Current Date - Employee's Hire Date = 5	
* Step 3	Longevity	BASE RATE PLUS	\$0.75/HR	When Current Date - Employee's Hire Date = 10	
* Step 4	Longevity	BASE RATE PLUS	\$1.00/HR	When Current Date - Employee's Hire Date = 15	
* Step 5	Longevity	BASE RATE PLUS	\$1.25/HR	When Current Date - Employee's Hire Date = 20	
* Step 6	Longevity	BASE RATE PLUS	\$1.50/HR	When Current Date - Employee's Hire Date = 25	
* Step 7	Longevity	BASE RATE PLUS	\$1.75/HR	When Current Date - Employee's Hire Date = 30	

For 2021-2022 District Provides 3% above 2020-2021 Base Rate per base assignment (standby increased to \$13.69 effective 01/01/2021) , plus 2.0% COLA
For 2022-2023 District Provides 0% above 2021-2022 Base Rate per base assignment (standby increased to \$14.49 effective 01/01/2022) , plus 5.5% IPD
For 2023-2024 District Provides 2% above 2022-2023 Base Rate per base assignment (standby increased to \$15.74 effective 01/01/2023) , plus 3.7% IPD
For 2024-2025 District Provides 4% above 2023-2024 Base Rate per base assignment (standby increased to \$16.28 effective 01/01/2023)



ADDENDUM A

PR 5201 Procedure

Classification: 5000 Personnel

Procedure – Reasonable Suspicion Drug and/or Alcohol Testing

If the district determines that it has reasonable suspicion that an employee may be under the influence of drugs or alcohol, it may direct the employee to immediately obtain at a medical facility a drug (urine or blood) and/or alcohol (breathalyzer) test. Transportation for the employee will be arranged that assures safety, compliance with legal requirements and maintains the integrity of the test. “Reasonable suspicion” includes objective evidence that an individual’s action, conduct or appearance is indicative of use, possession or being under the influence of drugs or alcohol while on the job or at a District work site. Indicators of “reasonable suspicion may include, but is not limited to direct observation of the employee's possession or use of drugs or alcohol, direct observation of the employee's behavioral indicators of being impaired, an employee's pattern of erratic behavior, and corroborated information provided by a third party.

The district will endeavor to contact the employee’s union representative, if any, with the information that the employee will be required to undergo a drug and/or alcohol test, and will be advised of the underlying circumstances leading to the test.

The employee will be compensated at his or her appropriate hourly rate of pay for the time devoted to travel to and from the medical facility and the test procedure. The employee will be notified of the nature of the evidence leading to the reasonable suspicion finding.

All initial positive tests will be subjected to a second confirmation test to ensure the validity of the initial test results. The drug and/or alcohol test will be conducted by trained medical staff at a medical facility. A positive test result will be communicated to the District, and maintained in a separate and confidential medical file for the employee, if the confirmation test is also positive and such positive test results have been reviewed and confirmed by a medical review officer. The employee’s medical information, other than the results of the test, will not be disclosed to the District. The District understands the sensitive and personal nature of these matters and will confine specific details to those with a need to know.

The results of the drug and/or alcohol test will be weighed by the district in determining if any employee misconduct has occurred and the appropriate discipline. An employee who refuses to consent immediately on request to a test for the presence of drugs or alcohol or to otherwise fully cooperate in the test or an investigation for such will be considered potentially insubordinate and subject to such discipline as may be appropriate under the totality of the circumstances, following an investigation.

