

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**OCEAN BEACH SCHOOL DISTRICT NO. 101**

AND

**PUBLIC SCHOOL EMPLOYEES OF  
OCEAN BEACH TRANSPORTATION**

SEPTEMBER 1, 2023 - AUGUST 31, 2026



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

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1 **DECLARATION OF PRINCIPLES**

2  
3 It is the intent and purpose of the parties hereto to promote and improve the efficient administration of  
4 the District and the well-being of employees within the spirit of the Public Employees Collective  
5 Bargaining Act, to establish a basic understanding relative to personnel policies, practices and  
6 procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.  
7

8  
9  
10 **PREAMBLE**

11  
12 This agreement is entered into by and between the Ocean Beach School District No. 101 (hereinafter  
13 “District”) and Public School Employees of Ocean Beach Transportation, an affiliate of Public School  
14 Employees of Washington/SEIU Local 1948, (hereinafter “Union”). In consideration of the mutual  
15 covenants contained therein, the parties agree as follows.  
16

17  
18 **ARTICLE I**

19 **RECOGNITION AND COVERAGE OF AGREEMENT**

20  
21 **Section 1.1.**

22  
23 The District hereby recognizes the Union as the exclusive representative for all classified employees  
24 described in Section 1.2 of this agreement (hereinafter "employees").  
25

26  
27 **Section 1.2.**

28 The bargaining unit to which this agreement is applicable shall consist of all drivers, non-supervisory  
29 driver trainers, mechanics, mechanics helpers, fuelers, washers, sweepers, transportation helpers, and  
30 all employees performing the same or similar duties, regardless of classification designation, in  
31 positions created during the term of this agreement.  
32

33 **Section 1.2.1.**

34 Pursuant to PERC rules, substitute employees working thirty (30) days or more in a school year  
35 are recognized as bargaining unit employees; provided, however, that substitutes are subject  
36 only to the terms of this section and Schedule A. Substitute employees shall be eligible to  
37 participate in Washington State Public Employees Retirement System to the extent allowed by  
38 state law.  
39

40  
41 **ARTICLE II**

42 **RIGHTS OF EMPLOYER**

43  
44 **Section 2.1.**

45 Neither this agreement nor the act of negotiating shall be construed to be a delegation to others of the  
46 policy-making authority of the Board, which authority the Board specifically reserves unto itself. The  
47 management of the District and the direction of the work force are vested exclusively in the Employer  
48



1 subject to the terms of this agreement. All matters not specifically and expressly covered or treated by  
2 the languages of this agreement may be administered by the District in accordance with such policy or  
3 procedure as the District from time to time may determine the method, number and kinds of personnel  
4 by which operations undertaken by employees in the unit are to be conducted.  
5  
6  
7

## 8 ARTICLE III

### 10 RIGHTS OF EMPLOYEES

#### 11 **Section 3.1.**

12 It is agreed that all employees subject to this agreement shall have and shall be protected in the  
13 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union in all  
14 such matters as authorized by law.  
15  
16

#### 17 **Section 3.2.**

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

#### 21 **Section 3.3.**

22 Employees subject to this agreement have the right to have Union representatives or other persons  
23 present at discussions between themselves and supervisors or other representatives of the District.  
24

#### 25 **Section 3.4.**

26 Each employee reserves and retains the right to delegate any right or duty contained in this agreement  
27 to appropriate officials of the Union.  
28

#### 29 **Section 3.5.**

30 There shall be only one (1) official personnel file for each employee, to be kept in the District  
31 administration office. Each employee shall have the right to review the contents of his/her personnel  
32 files. During the review, an official or representative of the Union may be present, and the employee  
33 may initial and photocopy any material in the file.  
34

##### 35 **Section 3.5.1.**

36 In order for the District to be in compliance with the Americans with Disabilities Act (ADA) as  
37 of July 26, 1992, the District shall maintain a medical information file for each classified  
38 employee of the District which will be kept separate from the personnel file. Such file will  
39 contain such sensitive information as immunization history, health related cards, leave sharing  
40 information, and information on medical history, and/or medical releases, etc. This medical  
41 information file will insure confidentiality of sensitive information regarding the employee in  
42 the event of a federal and/or state audit.  
43

##### 44 **Section 3.5.2.**

45 For evaluation purposes, the transportation supervisor may also keep a working file for each  
46 employee. The contents of this file will be destroyed or placed into the employee's official  
47 personnel file at the end of each school year.  
48

1 **Section 3.6.**

2 Each employee shall be provided a copy of all material placed in his or her personnel files within five  
3 (5) days of its insertion. Any material not shown to an employee by the District shall not be allowed in  
4 any disciplinary action against the employee. An employee shall have the right to answer and/or refute,  
5 in writing, any materials which may be judged by him/her to be derogatory to his/her conduct, service,  
6 character or personality. The written response shall be made part of the employee's personnel file.

7 Each employee may submit a written request to have any derogatory material (as determined by the  
8 employee) removed from his/her personnel file after two (2) years from the date of entry. Material  
9 relating to circumstances involving extraordinary actions, for example, criminal activity, sexual  
10 improprieties, or danger to students and/or staff may be exempted from the two (2) year rule.  
11 Evaluations and any other documents required by statute are exempt from this provision. Driver  
12 accident and license abstract documents may not be removed from the file for five (5) years.

13  
14 **Section 3.7.**

15 The parties agree that the primary purpose of video cameras installed on buses is to maintain student  
16 discipline. Video cameras are not to be used to evaluate an employee's job performance. The District,  
17 employee and their union representative will be allowed to review the tape(s) of the in-bus video  
18 camera in a private area when there is an issue of student or employee misconduct. The driver's  
19 permission will be obtained before tapes are used for driver training or viewed by other employees.  
20 The privacy of the students on the tape(s) will be respected at all times.

21  
22 **Section 3.8.**

23 District officials and employees shall at all times conduct themselves with dignity and respect for each  
24 other's rights, duties and privileges. In their relationships with each employee every effort shall be  
25 made to avoid words or actions which may be interpreted as ridicule or disrespect.

26  
27 **Section 3.9.**

28 Employees requested to administer medications or perform nursing services shall be provided training  
29 and shall have right of refusal without employer reprisal or disciplinary action. Employees must  
30 receive the training before they are authorized to deliver the service or medication. Such training will  
31 be provided as necessary on an ongoing basis.

32  
33 **Section 3.10. PRA Exemption/DV Survivor.**

34 Employers agree to provide information annually to all employees about their rights under RCW  
35 42.56.250, specifically relating to employees or their dependents may be survivors of domestic  
36 violence, sexual assault, harassment, or stalking.

37  
38 **Section 3.11. Employee Personal Vehicles.**

39 When an employee consents to a search of their privately owned vehicle by the business owner,  
40 owner's agent, or a licensed private security guard based on probable cause that the employee  
41 unlawfully possesses: (i) Employer property; or (ii) a controlled substance in violation of both federal  
42 law and the employer's written policy prohibiting drug use. The employee's consent must be given  
43 immediately prior to the search, and the employer may not require that the employee waive consent as  
44 a condition of employment. Employer may not take adverse action against an employee for exercising  
45 any right under this section.

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**ARTICLE IV**

**EQUITY, DIVERSITY, AND INCLUSION**

**Section 4.1.**

It is the continuous policy of both Employer and the Union to comply with all federal and state equal opportunity laws, except insofar as such factors are valid occupational qualifications and the employee can perform the essential functions of the job.

The Employer and the Union are committed to a policy of equal employment opportunity. All staff members will be treated fairly at all times and without regard to race, color, religion, sex, age, national origin, military or marital status, sexual orientation, gender identity, political ideology, genetic information or disability, and any other basis protected by local, state, or federal law. This applies to all personnel actions including recruitment, hiring, training, transfer, promotion and demotion, layoff and recall, compensation and benefits, discipline, termination and all other conditions or privileges of employment.

**Section 4.2. Harassment.**

The Employer is committed to providing a work environment free from unlawful harassment. The Employer will not tolerate actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation, or any other legally protected characteristic. Any employee, supervisor, or bargaining unit member engaging in sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.

**ARTICLE V**

**RIGHTS OF THE UNION**

**Section 5.1. Privileged Communication.**

It is the fiduciary duty of PSE to act on behalf of the members it represents pertaining to privileged communication regarding employment relations with the employer, this includes all personnel matters, grievances, labor disputes, wages, rates of pay, hours of employment, all working conditions and collective bargaining. The employer will follow all applicable laws relating to privileged communication.

**Section 5.2.**

The Union has the right and responsibility to represent the interests of all employees, to present its views to the District on matters of concern either orally or in writing, and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit. The Union shall be consulted with respect to the formulation, development, and implementation of labor relations matters and practices which are within the authority of the District.

**Section 5.3.**

The Union shall promptly be notified by the District of grievances brought by, or disciplinary actions against any employee. The Union is entitled to have an observer at hearings conducted by any District official or body arising out of any grievance and to make known the Union's views concerning the case.

1 **Section 5.4.**

2 The president of the Union and designated Union officials will be provided time off without loss of  
3 pay to a maximum of ten (10) days total per year to attend to Union business.

4  
5 **Section 5.5. Meeting Sites.**

6 The Union shall have the right to use District buildings for meetings and to transact official business.

7  
8 **Section 5.6. Bulletin Boards.**

9 The District shall provide bulletin board space for the use of the Union. The Union shall have the right  
10 to post notices of its activities and matters of Union concern.

11  
12 **Section 5.7. Intra-District Mail.**

13 The Union shall have the right to use intra-district mail systems per District policy for official  
14 business.

15  
16  
17 **ARTICLE VI**

18  
19 **UNION REPRESENTATION**

20  
21 **Section 6.1.**

22 Representatives of the Union, upon making their presence known to the District, shall have access to  
23 the District premises during business hours; provided that conferences or meetings between employees  
24 and Union representatives will not interfere with the employees' normal duties.

25  
26 **Section 6.2.**

27 Union officials will be released with pay to conduct business with the District when the District and  
28 the Union mutually agree to engage in such transactions during the officials' regular shift. Such release  
29 time will be in addition to any other release time described in this agreement.

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33  
34 **ARTICLE VII**

35  
36 **UNION MEMBERSHIP AND CHECKOFF**

37  
38 **Section 7.1.**

39 The employer shall deduct PSE state dues from the pay of any employee who authorized such  
40 deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds  
41 deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948.

42  
43 **Section 7.2.**

44 For all employees covered under PSE collective bargaining unit, the employer will provide an .XLSX  
45 digital file format to [membership@pseofwa.org](mailto:membership@pseofwa.org) for all employee information retained in the  
46 employer's records to the Union. Report subs only when they have met eligibility requirements and  
47 provide date employee became union eligible.



1 The information will include:

- 2 • Employee’s name and date of hire and if a change in position the new position start date.
- 3 • Employee’s contact information, including:
  - 4 ○ Cellular, home, and work telephone numbers.
  - 5 ○ Work and personal email addresses.
  - 6 ○ Home address or personal mailing address.
- 7
- 8 • Employment Information
  - 9 ○ The employee’s job title and their Employer ID or unique identifier.
  - 10 ○ Annual salary for contracted work performed under the collective bargaining
  - 11 agreement.
  - 12 ○ Rate of pay for contracted work performed under collective bargaining agreement.
  - 13 ○ Contracted days for work performed under collective bargaining agreement.
  - 14 ○ Continuing position “yes or no.”
  - 15 ○ Primary work site location or duty station.
  - 16 ○ Employee mail stop Report all separations of eligible union members.

17

18 The employer will stay in compliance with all applicable laws relating to employee information. *If the*

19 *employer fails to comply with this section, the association may bring a court action to enforce*

20 *compliance. The court may order the employer to pay costs and reasonable attorneys’ fee incurred by*

21 *the association.*

22

23 **Section 7.3.**

24 The employee’s authorization remains in effect until expressly revoked by the employee in accordance

25 with the terms and conditions of the authorization. An employee’s request to revoke authorization for

26 payroll deductions must be in writing and submitted by the employee to PSE in accordance with the

27 terms and conditions of the authorization. Revocations will not be accepted by the employer if the

28 authorization is not obtained by the employee to PSE. After the employer receives confirmation from

29 the exclusive bargaining representative that the employee has revoked authorization for deductions, the

30 employer shall end the deduction effective on the first payroll after receipt of the confirmation. The

31 employer shall rely on information provided by the exclusive bargaining representative regarding the

32 authorization and revocation of deductions.

33

34 **Section 7.4. Political Action Committee.**

35 The District shall, upon receipt of a written authorization form that conforms to legal requirements,

36 deduct from the pay of such bargaining unit employee the amount of contribution the employee

37 voluntarily chooses for deduction for political purposes and shall transmit the same to the Association.

38 The employee may revoke the request at any time. At least annually, the employee shall be notified by

39 Public School Employees of Washington/SEIU Local 1948 about the right to revoke the request.

40

41 **Section 7.5. New Employee Orientations.**

42 The District will provide PSE no less than thirty (30) minutes to make a presentation during each New

43 Employee Orientation. District representatives shall not be present during PSE’s presentation. PSE

44 shall have the right to distribute materials, such as PSE new hire packets, at the Orientation.

45

46

47

48



## ARTICLE VIII

### HOURS OF WORK, OVERTIME AND CALL BACKS

#### **Section 8.1. Definitions.**

Full-time, year around employee's workweek schedule shall consist of five (5) consecutive eight (8) hour days; provided, however, with prior approval of the transportation supervisor and superintendent an employee may work an alternate schedule of four (4) days per week, ten (10) hours per day. All hours worked over forty (40) in any one week, Saturday midnight to Saturday midnight, shall be paid for at the rate of time and one-half (1½) the employees' regular rate of pay.

#### **Section 8.1.1. Regular Events.**

Regular events are runs scheduled on a regular and consistent basis. All regular events shall be continuous as designated by the supervisor. Regular events shall be paid on a prorated basis pursuant to Section 25.4.

#### **Section 8.1.2. Supplemental Events.**

Supplemental events are in-district runs scheduled on a sporadic, one-time, or temporary basis, and may or may not be continuous with regular events. Supplemental events shall be paid on a monthly (timesheet) basis. Supplemental events shall be offered by seniority to all regular full-time and part-time drivers who desire supplemental runs.

#### **Section 8.1.3. Extra Events.**

Extra events are out-of-district runs and are not regular or supplemental events. Extra events shall be paid on a monthly (timesheet) basis.

#### **Section 8.1.4. Regular Full-Time.**

A regular full-time employee is one employed in a regular job which requires forty (40) hours per week and at least 260 days per year.

#### **Section 8.1.5. Regular Part-Time.**

A regular part-time employee is one employed in a regular job which requires less than forty (40) hours per week or less than two hundred sixty (260) days per year. All regular part-time bus drivers shall be guaranteed a minimum of three and one-half (3.5) hours per day.

#### **Section 8.2.**

All full-time employees who are recalled to duty following completion of a regular shift or on Saturday, Sunday or holidays shall be guaranteed two (2) hours minimum pay at the rate of time and one-half (1½).

#### **Section 8.3.**

"Home to school" and "school to home" events are the priority function of the transportation department. Each "home to school" and "school to home" run (primary a.m. and p.m. routes) shall be guaranteed a minimum of one and one-half (1½) hours' drive time plus fifteen (15) minutes for pre-run warm-up, bus sweeping, washing, and refueling at the applicable rate. If the scheduled run takes more than one and one-half (1½) hours, the employee shall be paid for actual time rounded up to the nearest quarter hour. Time shall be computed from the time the employee is required to report for duty until

1 he/she is relieved of duty. The District reserves the right to assign related work to any driver whose  
2 route does not fulfill the guaranteed minimum time.

3  
4 **Section 8.4.**

5 Runs not continuous with the “to school” or “from school” run (primary a.m. and p.m. routes) shall  
6 have a minimum of one (1) hour pay which includes a fifteen (15) minute pre-run warm-up. If the  
7 scheduled run takes more than one (1) hour the employee shall be paid for actual time rounded up to  
8 the nearest quarter hour.

9  
10 **Section 8.5.**

11 Prior to the beginning of each school year, all events will be set by the supervisor, posted for bid by  
12 seniority, and awarded no later than the first day of school. The District shall notify each bus driver in  
13 writing before the last day of school as to the date, time, and location of the annual bid on events for  
14 the following school year. Routes shall be re-evaluated prior to November 1 of each year. If there are  
15 changes in route times, routes shall be reposted for bid by seniority and awarded no later than  
16 November 1. Hours awarded at the second bid will be guaranteed for the remainder of the school year.

17  
18 **Section 8.5.1.**

19 Except in cases of unexpected circumstance, events shall not be changed (including but not  
20 limited to start and end times, driving route, pick-up and drop-off locations, etc.) without prior  
21 notice of at least five (5) working days.

22  
23 **Section 8.6.**

24 Extra runs shall be offered on a rotating basis to all regular full-time and regular part-time drivers who  
25 desire extra runs, provided that the driver is in compliance with the Department of Transportation  
26 (DOT) rules and regulations. When it is necessary to apply DOT rules the driver will take his/her next  
27 a.m. run off without pay. A driver who turns down a run, shall be placed at the bottom of the list. If  
28 regular drivers are not available or do not elect to take the extra run the Transportation Supervisor will  
29 choose a driver from the substitute list. If the trip is canceled within three (3) hours of the scheduled  
30 departure time the driver will be paid for a minimum of two (2) hours. If the trip is canceled the driver  
31 will maintain their position on the rotating list. Any driver on the extra event list who passes on trips  
32 for five (5) consecutive times will be removed from the extra event list unless the supervisor deems  
33 that the reasons are valid.

34  
35 **Section 8.6.1.**

36 Drivers may voluntarily exchange (switch) extra runs provided both runs are scheduled for the  
37 same day and provided the switch does not interfere with the operation of the transportation  
38 department and substitute drivers are available.

39  
40 **Section 8.7.**

41 On extra event runs the time shall be computed as driving time when the employee reports for duty  
42 (fifteen [15] minutes prior to the posted time to depart the garage for pre-trip, warm up, and  
43 preparation) and shall be paid at the regular hourly rate. The driver shall either remain in the bus or be  
44 at the disposal of the person in charge of the trip. The driver will be paid at their regular rate for one  
45 (1) hour additional to clean and fuel the bus for the next trip once the trip has concluded. Additional  
46 time will be approved by the director/supervisor on a case-by-case basis.

1 **Section 8.8.**

2 On overnight trips a driver's paid time shall be a ten (10) hour minimum in any twenty-four (24) hour  
3 period. Employees shall receive the current state per diem rate for meal allowance prior to scheduled  
4 trips. Lodging will be pre-paid whenever possible by the District or the employee will be reimbursed  
5 for the actual cost of district approved lodging. Drivers shall be lodged in the same facility as the group  
6 of individuals that they are transporting, unless such housing is in a school gymnasium, in which case  
7 the driver shall be housed in a District approved motel. Each driver shall have his/her own separate  
8 room when on an overnight trip. The driver shall pay additional costs, unless approved by the  
9 superintendent. Employees shall turn in an expense reimbursement form within fifteen (15) business  
10 days upon return of an overnight trip.

11  
12 **Section 8.9.**

13 Employees shall be paid for the number of hours they work in each job title at the rate for that job title;  
14 provided that all work assigned to fulfill guaranteed route time will be paid at the driving rate.

15  
16 **Section 8.10.**

17 Less than full-time employees shall be paid overtime, one and one-half (1½) times their regular rate for  
18 any time worked beyond forty (40) hours in a week or if required to work on Sunday. All overtime  
19 must be approved by the transportation supervisor.

20  
21 **Section 8.11.**

22 The District recognizes that transporting students by school bus is the safest and preferable form for  
23 events. For those special events (e.g., multiple day trips, state tournaments, small groups) when the use  
24 of a District motor pool vehicle is deemed appropriate by the superintendent, all use must conform to  
25 all safety, insurance, and legal requirements of the District and State. A maximum of two (2) vans may  
26 be used to transport groups of students. Groups requiring more than two (2) vans will be transported by  
27 school bus driven by bargaining unit employees hired for driving purposes. Charter buses may be used  
28 if the District and Union mutually agree. All regular events will be handled by bargaining unit  
29 employees hired for driving purposes.

30  
31 **Section 8.12.**

32 When possible, the transportation supervisor will notify bus drivers forty-eight (48) hours in advance  
33 of out-of-town trips. When possible, the drivers will notify the transportation supervisor within twenty-  
34 four (24) hours of being notified if they are going to accept the trip. To be eligible for an out-of-town  
35 trip, the employee must have worked their last scheduled shift (a.m. and p.m.) the prior day; exceptions  
36 are a pre-scheduled doctor's appointment for the employee or a family member pursuant to the  
37 Washington State Family Care Act or a pre-scheduled court date. The school district agrees to remind  
38 coaches and teachers at the start of the school year and during the school year by written memo to  
39 notify the transportation supervisor as soon as possible of upcoming trips or changes to schedules.

40  
41 **Section 8.13.**

42 Employees who are required to dead-head run will be provided transportation to the point of origin of  
43 the run and paid for all travel time.

44  
45 **Section 8.14.**

46 Work hours lost due to a declared emergency via statute or governor proclamation (WAC 392-129-  
47 105) of up to five (5) days, or due to late start or early release will be handled as follows.

1 **Section 8.14.1.**

2 Part-time employees will select one of the following options:

3  
4 Option 1 - Use up to two (2) emergency leave days which will be deducted from a person's sick  
5 leave balance.

6  
7 Option 2 - Use Personal Leave, if available.

8  
9 Option 3 – May select a combination of Options 1, 2, and/or leave without pay.

10  
11 **Section 8.14.2.**

12 Full-time year-round employees (Mechanics) may be required to report to work. If not, the  
13 following options are available:

14  
15 Option 1 - Use up to two (2) emergency leave days which will be deducted from a person's sick  
16 leave balance.

17  
18 Option 2 - Use Personal Leave, if available.

19  
20 Option 3 - Use Vacation Leave, if available.

21  
22 Option 4 - May be a combination of Options 1, 2 and 3, and/or leave without pay.

23  
24 **Section 8.14.3.**

25 The transportation supervisor will maintain a log of each employee's missed work time and  
26 submit it to payroll by June 5. If an emergency closure exceeds five (5) work days, the District  
27 and the Union agree to meet to discuss resolution.

28  
29  
30 **ARTICLE IX**

31  
32 **HANDBOOK**

33  
34  
35 **Section 9.1.**

36 All members of the Union will abide by the State of Washington School Bus Drivers Handbook.

37  
38  
39 **ARTICLE X**

40  
41 **HOLIDAYS**

42  
43  
44 **Section 10.1.**

45 The recognized paid holidays for *full-time* employees shall correspond to holidays recognized by the  
46 District, i.e., Labor Day, Independence Day, Veterans Day, Thanksgiving Day, day after  
47 Thanksgiving, the day before or after Christmas Day, Christmas Day, Memorial Day, Juneteenth, New  
48 Year’s Day, Presidents’ Day and Martin Luther King Day.



1 Regular *part-time* employees shall be eligible for Labor Day, Thanksgiving Day, the day after  
2 Thanksgiving Day, Christmas Day, New Year’s Day, Veterans’ Day, Memorial Day, and Presidents’  
3 Day and Martin Luther King Day as paid holidays subject to Section 10.2 and 10.3 below. Payment for  
4 these nine (9) holidays shall be based upon the employee’s current regular hourly assignment.

5  
6 **Section 10.2.**

7 Those days when school is not in session but are not recognized holidays, spring break for example,  
8 shall not be considered for holiday pay. The regular rate of pay for driving time during such a period  
9 shall be considered toward the regular forty (40) hour week.

10  
11 **Section 10.3.**

12 To be eligible for holiday pay the employee must have worked their last scheduled shift (a.m. and  
13 p.m.) before and the first scheduled shift (a.m. and p.m.) after the holiday, unless excused for illness,  
14 injury, or personal reasons by the Employer.

15  
16 **Section 10.4.**

17 If an employee works on a recognized holiday, he shall receive one and one-half (1½) times his regular  
18 rate plus the holiday pay.

19  
20 **Section 10.5.**

21 The school district will allow less than twelve-month employees to take two (2) unpaid holidays per  
22 calendar year for a reason of faith or conscience or an organized activity conducted under the auspices  
23 of a religious denomination, church, or religious organization; provided, that the employee's absence  
24 would not impose an undue hardship on the District.

25  
26  
27  
28 **ARTICLE XI**  
29  
30 **VACATIONS**

31  
32 **Section 11.1.**

33 Employees who work year round (260 or more days) will be afforded vacation with pay computed at  
34 their current rates in effect at the time vacation is taken on the following schedule:

35

36	0 - 120 months of service	-	10 days’ vacation per year
37	121 - 180 months of service	-	15 days’ vacation per year
38	181 - 240 months of service	-	20 days’ vacation per year
39	241 - or more months of service	-	25 days’ vacation per year

40

41 Vacation shall be accumulated on a monthly basis not to be used for first twelve (12) months.

42  
43 **Section 11.2.**

44 Vacation accrual will be from employee anniversary date of employment. All vacation time that is not  
45 used during the following year in which it is earned may be carried over to the next year according to  
46 Board Policy. A maximum of thirty (30) days may be accumulated and carried over to the following  
47 year.



1 **Section 11.3.**

2 A twelve (12) month employee shall be considered as a person working through the summer for the  
3 school district, i.e., not summer swimming runs, etc.  
4  
5  
6

7 **ARTICLE XII**

8 **SICK LEAVE**

9  
10  
11 **Section 12.1.**

12 Full-time employees shall receive twelve (12) days paid sick leave per contract year, with a maximum  
13 accumulation of 260 days.  
14

15 **Section 12.2.**

16 Part-time employees' sick leave is to be based on the average hours worked per day annually and pro-  
17 rated.  
18

19 **Section 12.2.1.**

20 At the beginning of each work year, each part-time employee shall be credited with an  
21 advanced sick leave allowance for bona fide illnesses of ten (10) days. Each part-time  
22 employee's portion of unused sick leave allowance shall accumulate from year to year to a  
23 maximum of 189 days. If an employee resigns and has used sick leave that has not accrued, the  
24 employee will have those days (monies) already paid deducted out of their final paycheck.  
25

26 **Section 12.3.**

27 An employee who is collecting Worker's Compensation Temporary Disability Benefits shall not  
28 receive sick benefits as provided herein, provided however, if such Worker's Compensation  
29 Temporary Disability Benefits are less than the amount of sick benefits as provided herein for such  
30 period, such employee shall receive sick benefits in addition to such Worker's Compensation  
31 Temporary Disability Benefits in an amount sufficient to equal the amount of sick leave benefits he  
32 would have otherwise received as provided herein.  
33

34 **Section 12.3.1.**

35 If the employee is unable to return to work after sick leave benefits are exhausted, the District  
36 shall continue to contribute, pursuant to Section 19.1, toward the payment of insurance  
37 premiums with the intent of maintaining the employee's coverage at the same level as prior to  
38 the work-related injury. This contribution shall continue until such time as the employee returns  
39 to work, or the employee is released to return to an available position with the District at the  
40 same rate and level of compensation as prior to the injury, or for a period not to exceed six (6)  
41 consecutive months.  
42

43 **Section 12.3.2.**

44 Pursuant to RCW 41.40.038, the District shall make all employer retirement contributions  
45 necessary to enable the employee to continue to accrue service credit during an absence from  
46 work due to a work-related injury for a period not to exceed twenty-four (24) consecutive  
47 months.  
48



1 **Section 12.4.**

2 In the case of medical absences, such as those resulting from a scheduled surgery or childbirth, the  
3 employee must notify the supervisor as far in advance as possible. In cases of planned absences of five  
4 (5) working days or longer a physician’s certificate giving the dates (or approximate dates) the absence  
5 will begin and end is required. Before returning to work after an absence of five (5) working days or  
6 longer, the District may require the employee to provide a certificate(s) from the employee’s  
7 physician(s) indicating that the employee is physically capable of performing the normal assigned  
8 tasks. Employees will not be required to provide a certificate from a physician for absences of less  
9 than five (5) working days unless the employee has demonstrated a history of excessive absences.  
10 Excessive absences defined: Exhausted all paid leave over two (2) years.

11 **Section 12.4.1.**

12 The transportation supervisor has the right to place a driver on paid administrative leave if there  
13 are concerns about the driver’s ability to safely transport students due to his/her mental or  
14 physical condition. The District has the right to require the employee to furnish a doctor’s  
15 release prior to resuming his or her driving duties. In this case, the District will pay all costs of  
16 medical verification beyond the employee’s insurance coverage.  
17

18 **Section 12.5.**

19 All employees who access unpaid leave for a non-medical reason will have their medical insurance  
20 benefits reduced accordingly. Benefits will be reduced using the following formula: monthly insurance  
21 contribution multiplied by twelve (12) months divided by the number of annual contract days.  
22

23 **Section 12.6. Substitute Sick Leave.**

- 24
- 25 A. Each substitute employee shall accrue one hour of paid sick leave for every forty (40) hours  
26 worked. A maximum of forty (40) hours of sick leave may be carried over into the following  
27 year.
  - 28
  - 29 B. Sick leave accrued while a substitute employee shall not be lost when the employee is hired as a  
30 regular full-time employee.

31

32 When a substitute separates from employment, accrued sick leave cannot be cashed out; however, if  
33 the employee is rehired within twelve (12) months of separation, previously accrued unused sick leave  
34 shall be reinstated. Substitute employees do not have sick leave cash out rights and are not eligible to  
35 participate in sick leave incentive programs.  
36

37 **Section 12.7. PFML (Paid Family Medical Leave) Integration.**

38 The District will comply with the PFML (Paid Family Medical Leave) to the extent required by law.  
39

40 **Section 12.8.**

41 Pursuant to RCW 49.12.270, each employee shall be entitled to use a choice of accrued sick leave or  
42 other paid leave to care for a child of the employee with a health condition that requires treatment or  
43 supervision; a child of the employee who is over the age of eighteen (18) who is incapable of self-care;  
44 or a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition  
45 or an emergency condition. The definitions of family relationships are spelled out in RCW 49.12.265.  
46 An employee may not take advance leave until it has been earned. The District shall not discharge,  
47 threaten to discharge, demote, suspend, discipline or otherwise discriminate against an employee who  
48 uses this leave.



1 **Section 12.9.**

2 Eligible employees taking leave pursuant to the federal Family Medical Leave Act (FMLA) will use  
3 their accrued paid leaves concurrent with the twelve (12) weeks leave allowed per year. Employees  
4 who have worked a minimum number of hours in the past twelve (12) month period shall be  
5 considered eligible employees and covered by the rules and guidelines of the FMLA.  
6  
7  
8

9 **ARTICLE XIII**  
10  
11 **ATTENDANCE INCENTIVE PROGRAM**  
12

13 **Section 13.1. Annual Conversion of Accumulated Sick Leave.**

14 In January of each year, any eligible employee who at the end of the immediately previous calendar  
15 year shall have accumulated in excess of sixty 60 days (480 hours) of unused sick leave may elect to  
16 receive remuneration for unused sick leave earned the previous year at the rate of twenty-five percent  
17 (25%) of the employee’s current full-time daily rate of compensation for each full day (8 hours) of  
18 eligible sick leave (a maximum of three [3] days or twenty four [24] hours in any one [1] calendar  
19 year). Any such election shall be made by written notice to the district personnel office during the  
20 month of January on forms provided by the District. All sick leave days converted pursuant to this  
21 section shall be deducted from the employee’s accumulated sick leave balance. Any such annual  
22 conversion of accumulated sick leave shall be subject to the terms and limitations of the Washington  
23 Administrative Code. The employees should be allowed to transfer sick leave to fellow employees per  
24 state policy.  
25

26 **Section 13.2. Conversion of Sick Leave Upon Retirement, Separation from Employment, or**  
27 **Death.**

28 Any employee who shall retire, separate from employment and is eligible under the provisions of  
29 RCW 28A.400.210, or who shall die while employed by the District may elect (personally or by  
30 his/her personal representative, as appropriate) to convert accumulated unused sick leave days to  
31 monetary compensation at the rate of twenty-five percent (25%) of the employee’s full-time daily rate  
32 of compensation at the time of termination from employment for each full day (8 hours) of eligible  
33 sick leave, up to a maximum of 180 days (1440 hours). An employee separating from employment for  
34 the purposes of retirement must be eligible to immediately commence receiving retirement benefits  
35 from a state retirement system to be eligible for conversion of sick leave for compensation. Any such  
36 conversion of sick leave shall be subject to the terms and limitations of the Washington Administrative  
37 Code.  
38  
39  
40

41 **ARTICLE XIV**  
42  
43 **BEREAVEMENT LEAVE**  
44

45 **Section 14.1.**

46 Any employee covered by this agreement who suffers a death in his/her immediate family shall be  
47 allowed up to five (5) working days off with pay to attend and/or make arrangements for the funeral.  
48 Immediate family shall be defined as wife, husband, son, daughter, mother, father, brother, sister,





stepparents and stepchildren. This leave shall not be deducted from the employee's sick leave bank and shall be in addition to other paid leaves.

**Section 14.2.**

Any employee covered by this agreement who suffers a death other than the above, i.e., grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, significant other or dependents living at home, shall receive up to five (5) working days off with pay to attend the funeral. All leave used will be deducted from employee's sick leave.

**ARTICLE XV**

**PERSONAL LEAVE**

**Section 15.1.**

The District agrees to grant three (3) days of personal paid leave per school year for business that cannot be conducted outside of the workday. Requests for leave must be in writing to the supervisor five (5) school business days prior to the date of the leave request, unless the situation causing the leave makes this impractical and then the decision shall be made by the Superintendent. Requests may be denied if substitutes are not available. Requests for personal leave should be other than the first two weeks of school or the last two weeks of school. Personal leave may be accumulated up to a maximum of five (5) and granted personal leave shall not be deducted from accumulated sick leave. In the event the employee finds reason to cancel the approved leave, they shall do so by noon the day before said leave was to occur. Employees may use personal leave in two (2) hour increments. Employees may carry forward two (2) personal leave days to the following year and accumulated up to five (5) days. After the school year has ended, any personal paid leave that would otherwise be lost will be automatically cashed out at the substitute rate of pay with the July payroll. Year-round employees will have personal leave cashed out with the September payroll. Requests may be approved or denied if the leave is used to extend vacation or holiday time. Appeals may be made to the Superintendent. Employees may carry forward two (2) personal leave days to the following year and accumulate up to five (5) days.

**ARTICLE XVI**

**JURY DUTY**

**Section 16.1.**

In the event an employee is summoned to serve as a juror or is named as a co-defendant with the District, such employee shall receive a normal days' pay for each day of required presence in court and is allowed to keep any compensation they receive for their jury service in addition to their regular pay. In the event that an employee is a party in a court action, such employee may request a leave of absence without pay. Any transportation, meal or lodging expense reimbursement shall be retained by the employee.



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**ARTICLE XVII**

**LEAVE OF ABSENCE**

**Section 17.1.**

Leave of absence may be granted by approval of the school board. Requests must be in writing to the superintendent at least two (2) weeks prior to the next regularly scheduled board meeting. Leave of absence may be granted for a period not to exceed one (1) year without loss of seniority. Emergency leave situations shall be handled by the superintendent. Medical leaves of absence may be granted due to illness or injury not to exceed twenty-four (24) months without loss of seniority and documentation by employee's provider will be required.

**Section 17.2.**

The superintendent, with approval of the board, may grant unpaid leaves to individuals who might not otherwise be covered, or extend leave in excess of the number of days provided by District policy, in unusual or exceptional circumstances. Request for this leave must be made in writing within five (5) days, either before or after the occurrence.

**ARTICLE XVIII**

**INSURANCE BENEFITS**

**Section 18.1.**

Employees projected to be working the required number of hours shall be eligible to receive a District contribution for their selected benefits.

The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees Benefit Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

Pooling will be done at the state level. Employees will pay for medical premiums on a tiered basis, as determined by SEBB. Dental, vision, long-term disability, and group life will be covered at no charge to the employee. Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees. Basic benefits include medical, dental, vision, long-term disability, and group life insurance. Employees may select optional benefits at their own expense.

As per SEBB requirements, if a plan is not chosen during an enrollment period, the employee will be defaulted into medical, dental, vision, life and accidental death and dismemberment, and long-term disability as a single subscriber in the default plans. They will also be charged the tobacco use premium surcharge. Their dependents will not be enrolled. In addition, they won't be able to change plans or enroll any eligible dependents until the SEBB program annual open enrollment unless they have a special open enrollment event that allows the change, such as a marriage, birth or adoption.

Premiums will continue to be pre-paid as current practice.



1 **Section 18.2**

2 The District shall make required contributions for state industrial insurance on behalf of all employees  
3 subject to this agreement.  
4

5 **Section 18.3.**

6 The District shall make contributions to the SW Washington Unemployment Compensation Pool  
7 requisite to providing unemployment benefits for all employees subject to this agreement.  
8

9 **Section 18.4.**

10 In determining whether an employee subject to this agreement is eligible for participation in the  
11 Washington State Public Employees Retirement System, the District shall report all hours  
12 compensated, whether straight time, overtime, or otherwise.  
13  
14

15 **ARTICLE XIX**

16 **SENIORITY**

17  
18  
19  
20 **Section 19.1.**

21 An employee’s seniority shall be computed from the time of his/her employment by the Employer as a  
22 regular full-time or regular part-time employee, except that the new employee shall be on probation for  
23 the first ninety (90) working days of his/her employment as a regular employee. After ninety (90)  
24 working days, a new employee shall be placed on the seniority list and given seniority rating as of the  
25 first day he/she was last hired by the Employer as a regular full-time or regular part-time employee;  
26 provided that substitutes shall not gain seniority or other benefits until they become regular part-time  
27 or regular full-time employees.  
28

29 **Section 19.2.**

30 In the event of a reduction in staff (lay-off), employees shall be laid off in reverse order of seniority by  
31 job title and shall be recalled in accordance with their seniority. Affected employees shall retain their  
32 classification seniority.  
33

34 Employees in lay-off or reduced hours status shall have priority, whenever appropriate, for filling in  
35 (subbing) for absent unit employees and shall be paid at the appropriate step on Schedule A.  
36

37 In the event of a layoff or decrease in hours, the Superintendent shall provide written notice to all  
38 affected employees at least ten (10) District workdays prior to the time the layoff would occur.  
39

40 An employee shall forfeit rights to reemployment if the employee does not comply with the  
41 requirements of this CBA, or if the employee does not respond to the offer of comparable  
42 reemployment within ten (10) workdays. An employee on layoff status who rejects an offer of  
43 employment similar in wages, hours and working conditions will be removed from layoff status.  
44

45 **Section 19.3.**

46 No employee who has acquired seniority shall lose his seniority by reason of sickness, not to exceed  
47 twenty-four (24) months. Seniority shall be broken by discharge, voluntary separation, or more than  
48 twelve (12) months layoff due to lack of work. In calling employees back to work, the employee shall



1 be given seven (7) calendar days' notice of recall to his last known address by certified mail. In the  
2 event the employee fails to report back to work within seven (7) days after the receipt of the certified  
3 notification, he or she shall lose all seniority. The employer shall be deemed to have satisfied this  
4 provision if the employee fails to respond after seven (7) days (exclusive of Saturday, Sunday, or  
5 holidays) from the time the post office delivers the first notice of this letter. Regular full-time and  
6 regular part-time employees who elect to resign their regular status to accept a position as a substitute  
7 driver forfeit all accrued seniority.

8  
9 **Section 19.4.**

10 Temporary vacancies in a.m. and p.m. runs and full-time employment for a known period of thirty (30)  
11 or more days shall be offered by seniority if the senior employee is capable of performing the work. If  
12 that senior employee so offered the temporary vacancy in a.m. and p.m. scheduled runs and full-time  
13 employment does not desire to make the change, he or she shall so state in writing and deliver the  
14 statement to the supervisor. All temporary midday vacancies or supplemental events vacancies shall be  
15 offered on a seniority basis to available regular part-time drivers. If no regular driver wishes to take the  
16 temporary vacancy, the District may assign a substitute to the temporary vacancy. (Reference  
17 Article XVII)

18  
19 **Section 19.5.**

20 Experienced drivers from other districts or employment will not transfer seniority upon entering  
21 district service.

22  
23 **Section 19.6.**

24 The transportation supervisor will assign substitute drivers for all routes when needed.

25  
26 **Section 19.7.**

27 New or permanently vacated routes after the annual bid day shall be posted for bid by seniority and  
28 awarded within ten (10) working days of the vacancy occurrence. Drivers will be notified in writing of  
29 the date and time for bidding on the new or permanently vacated route. Only subsequent routes  
30 affected by the bidding process will be considered open for subsequent bid. If no regular part-time  
31 driver bids on an open route, the transportation supervisor will post a new driver position and fill the  
32 vacancy with a new hire. Notification of employees who terminate their employment with the District  
33 will be sent to the Union president. Such notification will include the employees' termination date.

34  
35  
36  
37 **ARTICLE XX**

38 **INTER-DISTRICT TRANSFER OF PREVIOUS EXPERIENCE**

39  
40  
41 **Section 20.1.**

42 Pursuant to RCW 28A.400.300, when an employee leaves one (1) school district within the state and  
43 commences employment with another school district within the state, the employee shall retain the  
44 same longevity, leave benefits and other benefits that the employee had in his or her previous position:  
45 PROVIDED, that employees who transfer between districts shall not retain any seniority rights other  
46 than longevity when leaving one (1) school district and beginning employment with another. If the  
47 school district to which the person transfers, has a different system for computing leave benefits, and

1 other benefits, then the employee shall be granted the same longevity, leave benefits and other benefits  
2 as a person in that district who has similar occupational status and total years of service.  
3  
4

## 5 6 **ARTICLE XXI**

### 7 8 **EVALUATION**

#### 9 10 **Section 21.1.**

11 All employees shall be evaluated at least annually and shall receive a copy of their evaluation. The  
12 probationary employee will be evaluated at least once within the first ninety (90) regularly scheduled  
13 workdays. If performance is satisfactory, he/she will become a regular employee after ninety (90)  
14 regularly scheduled workdays with their seniority then being retroactive to the first day of employment  
15 as a regular full-time or regular part-time employee. Any document utilized in the evaluation process  
16 will be made available for the employee's review, upon request.  
17  
18  
19

## 20 **ARTICLE XXII**

### 21 22 **DISCHARGE OR SUSPENSION**

#### 23 24 **Section 22.1.**

25 The Employer may discharge or suspend any employee for just cause. The Employer will follow a  
26 policy of progressive discipline, which shall include in order: one (1) verbal warning, one (1) written  
27 warning, one (1) suspension without pay, not to exceed three (3) work days, and finally termination,  
28 provided, however, in cases where the severity of the Employee's actions or the gravity of the problem  
29 warrants a different mode of discipline, the Employer, at his discretion, may waive the progressive  
30 disciplining procedure. Further, an employee may exercise the discretion of whether to inform the  
31 Union or its representative(s) of a pending discipline action. Any written warning, suspension of  
32 discharge shall be subject to the grievance procedure, excepting probationary employees who shall be  
33 subject to termination at the discretion of the Employer. The employee and the Union shall receive  
34 written notification from the Employer of the employee's suspension/termination and statement of  
35 charges. While an employee is under suspension, salary and employee benefits will be provided by the  
36 District.  
37

38 When a charge(s) is sustained, the employee may be disciplined or discharged for just cause and no  
39 salary or employee benefits will be paid after that date. If the charge(s) are found to be without just  
40 cause, the employee will be reinstated with all salary benefits from the date of suspension/discharge.  
41 In case of disciplinary discharge or suspension of an employee, the employee shall be granted, if  
42 he/she so requests, an opportunity to have a Union representative present at any Employer meeting  
43 where disciplinary action is discussed.  
44

#### 45 **Section 22.2.**

46 The District retains the right to establish a Board of Review in matters pertaining to discipline or  
47 discharge with the right to suspend or discharge for cause. The employees covered by this contract  
48 retain the right to grieve with the exception of the probationary employee.

1 **Section 22.3.**

2 The transportation supervisor has the right to place a driver on paid administrative leave, pending a  
3 disciplinary investigation, if there are concerns about the driver’s ability to safely transport students.  
4  
5

6  
7 **ARTICLE XXIII**

8  
9 **GRIEVANCE PROCEDURE**

10  
11 **Section 23.1. Purpose.**

12 The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of  
13 individual employees of the Ocean Beach School District at the lowest possible level.  
14

15 **Section 23.2. Definitions.**

16 A. “Grievance” means a claim based upon an event or conditions, which affects the conditions under  
17 which an individual works allegedly caused by misinterpretation or violation of the terms of this  
18 agreement between the Board and the Union.  
19

20 B. “Grievant” means an employee covered by this agreement of the Ocean Beach School District  
21 having a grievance.  
22

23 **Section 23.3.**

24 It is important that grievances be processed as rapidly as possible. The number of days indicated at  
25 each level should be considered as a maximum and every effort should be made to expedite the  
26 process. The time limits specified may, however, be extended by mutual agreement. It is expected that  
27 employees will be able to discuss differences in a setting which provides for open communications and  
28 reflect an understanding of the individual’s concerns, job responsibilities, and the interests of the  
29 district. Informal discussions between the employee and supervisor should take place before a formal  
30 grievance is filed.  
31

32 **Section 23.4. Grievance Steps.**

33  
34 **Section 23.4.1. Informal Resolution of Grievance (Step 1).**

35 The employee shall first discuss the grievance with their immediate supervisor. If the employee  
36 wishes, they may be accompanied by a Union representative at such discussion. All grievances  
37 not brought to the immediate supervisor in accordance with the preceding sentence within ten  
38 (10) working days after the employee knew or should reasonably have known of the occurrence  
39 of the grievance shall be invalid and subject to no further processing.  
40

41 **Section 23.4.2. Initiating a Formal Grievance (Step 2).**

42 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding  
43 subsection, the employee shall reduce to writing a statement of the grievance containing the  
44 following:

- 45 A. The facts on which the grievance is based
- 46 B. A reference to the provisions in this agreement, which have been allegedly  
47 violated
- 48 C. The remedy sought



1  
2 The employee shall, within ten (10) working days of the informal step, submit the written  
3 statement of grievance to their immediate supervisor for reconsideration and shall submit a  
4 copy to the superintendent. The parties will have five (5) working days from submission of the  
5 written statement of the grievance to resolve it by indicating on the statement of grievance the  
6 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.  
7

8 **Section 23.4.3. Appealing to the Superintendent (Step 3).**

9 If no settlement has been reached within the five (5) working days referred to in the preceding  
10 subsection, and the Union believes the grievance to be valid, a written statement of grievance  
11 shall be submitted within fifteen (15) working days to the District superintendent or his  
12 designee. After such submission, the parties will have ten (10) working days from submission  
13 of the written statement of grievance to resolve it by indicating on the statement of grievance  
14 the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.  
15

16 **Section 23.4.4. Appealing to the Board of Directors (Step 4).**

17 If no settlement has been reached within the ten (10) days referred to in the preceding  
18 subsection, and the grievant and the Union believe the grievance to be valid, a written  
19 statement of grievance shall be submitted within fifteen (15) working days to the District board  
20 of directors. After such submission, the board shall meet within fifteen (15) working days after  
21 receiving the appeal, and after hearing both parties, prepare and deliver a decision in writing,  
22 within ten (10) working days to the grievant and the Union. At any appearance before the board  
23 of directors, the employee may be accompanied by a Union representative or designee. If an  
24 agreeable disposition is made, all parties to the grievance shall sign it. Should the board choose  
25 not to hear the grievance, the grievance procedure will progress to Step 5.  
26

27 **Section 23.4.5. Arbitration of the Grievance (Step 5).**

28 If no settlement has been reached within the ten (10) working days referred to in the preceding  
29 subsection, and the Union believes the grievance to be valid, the employee may demand  
30 arbitration of the grievance. The grievance may be submitted by the Union to final and binding  
31 arbitration as per RCW 41.56 within five (5) working days after receipt of the decision. During  
32 the arbitration under this provision, neither the District nor the grievant will be permitted to  
33 assert any grounds not previously disclosed to the other party. The arbitrator shall be mutually  
34 agreed upon by the Union and the District. Should there be any fee charged by PERC for use of  
35 the arbitrator, the Union and the District agree to equally split this cost. The arbitrator shall  
36 have the authority to interpret this agreement but shall not be authorized to modify or add to the  
37 agreement. The parties further agree to accept the arbitrator's award as final and binding upon  
38 them.  
39

40 **Section 23.5.**

41 The grievance or arbitration discussions shall take place whenever possible on school time. The  
42 Employer shall not discriminate against any individual employee or the Union for taking action under  
43 this article.  
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**ARTICLE XXIV**

**SALARIES AND EMPLOYEE COMPENSATION**

**Section 24.1.**

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

**Section 24.2.**

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

**Section 24.2.1.**

Salaries contained in Schedule A shall be for the entire term of this agreement, subject to the terms and conditions of Article XXX, Section 30.3. Should the date of execution of this agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

**Section 24.2.2.**

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this agreement if possible, and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XXX, Section 30.3, such retroactive pay shall be paid on the first regular payday following agreement on such schedule, if possible, and in any case not later than the second regular payday.

**Section 24.2.3.**

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

**Section 24.2.4.**

Mechanics and mechanic helpers who acquire and maintain an ASE certification will receive an additional fifty cents (\$0.50) per hour after their probationary period for each ASE certification up to a maximum of two (2) per employee.

**Section 24.3.**

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

**Section 24.4.**

The base salary of all employees shall be prorated into twelve (12) equal monthly paychecks. Overtime and extra work hours will be paid on a monthly basis.



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**ARTICLE XXV**

**EXAMINATION AND FEES**

**Section 25.1.**

Driver's physical examination, CPR/first aid classes, drug and alcohol testing, driver's certification or other examinations required by a government body, or the employer shall be promptly complied with by all employees. The employer shall pay for such examinations, except for driver's or chauffeur's license examinations. The DOT physical will be paid by the employer with a maximum amount of two hundred dollars (\$250), all fees in excess of that amount will be paid by the employee. Examinations are to be taken at the employees' home terminal.

**Section 25.2.**

Employees will not be required to take examinations during their working hours without pay for time so consumed.

**Section 25.3.**

The District reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense. Upon mutual agreement between an employee and the District, the employee may choose to use their personal doctor; provided the employee's personal doctor is certified to perform CDL examinations as required by federal statute. The District will reimburse the employee for charges not covered by the employee's medical insurance up to the amount agreed upon in Section 25.1.

**Section 25.4.**

The District will pay the actual cost for the new licensing fees required by law. The individual driver must understand that he or she must stay within the employ of the District for eighteen (18) months following the issuance of the license. If the driver leaves the District's employment prior to the eighteen (18) month period they will reimburse the District for the cost of the license fees, or the amount will be deducted from their last pay check.

**Section 25.5.**

The District shall allow nine hundred dollars (\$900) each year for classified employee professional development for employees covered by this agreement. The superintendent shall approve guidelines for the use of the funds and a procedure for accessing the funds. A joint committee, consisting of the transportation supervisor and three representatives from the Union, shall submit recommendations for the use of the funds to the superintendent for final approval.

**Section 25.6.**

District agrees to regular rate of pay for all mandatory training and in-service meetings. The District will provide an opportunity, at least once per year, for employees to take CPR/First Aid training on paid work time and will pay the normal and customary fees for the cost of the card. When mandatory training is provided by the District and offered in a District location, that is where all employees shall be expected to take the training. Training may be voluntarily taken at another location if pre-arranged or in an emergency; however, the training will then be on the employee's own unpaid time.

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**ARTICLE XXVI**

**COVERALLS AND TOOLS**

**Section 26.1.**

Coveralls shall be furnished at employee request and laundered in District facilities for all employees in the Mechanic, Fueler, and Washer classifications provided the equipment is maintained by the District.

**Section 26.2.**

The District agrees to furnish rubber boots at employee request for drivers for use when washing their buses.

**Section 26.3.**

The District shall replace, or provide insurance to replace, the Mechanic's personal tools that are lost by forcible entry or fire with a tool of equal quality and value. Each year the mechanic and the transportation supervisor will jointly inventory the Mechanic's personal tools and mutually agree on what will be stored on district property.

**Section 26.4.**

The Mechanic shall be paid a tool allowance of five hundred dollars (\$500.00) per year for costs incurred due to the purchase or replacement of personal tools that are used by the employee during his or her normally assigned duties. In addition, the District shall budget for and provide any specialized or high-cost tools that are necessary in order to service school buses and other District-owned vehicles.

**ARTICLE XXVII**

**PICKET LINE**

**Section 27.1.**

It shall not be a violation of this agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter any property involved in a primary labor dispute or refuses to go through or work behind any primary picket lines.

**ARTICLE XXVIII**

**NO STRIKE CLAUSE**

**Section 28.1.**

The Union agrees that during the term of this agreement, neither the Union nor its members will authorize, instigate or engage in a strike, sit-down, slow-down, or picket against the District. The Union agrees that in the event of a violation of this clause, it will take such steps as are necessary and reasonable to bring about compliance with the terms of this agreement. In the event the Union does not comply with this clause, the District may declare this agreement null and void.



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**ARTICLE XXIX**

**WORKPLACE SAFETY**

**Section 29.1.**

Health and Safety protocols will be clearly communicated and provided in writing to all employees at each site. The district will have a Safety committee with representation from PSE. If meetings are not conducted on work time, PSE employees will receive hourly compensation as per Schedule A.

**Section 29.2. Immunization.**

The District may request proof of immunizations from its employees. Once immunization records have been provided to the District, such records shall be maintained in the employee's personnel file. No specific vaccine shall be required as a condition of employment unless ordered by the Washington State Department of Health. Employees without required vaccinations may only be excluded from the work site if, so ordered by the Washington State Department of Health.

If an employee submits documentation authorizing a medical exemption from a required immunization, they shall be provided the opportunity to work off-site, or if they choose not to work, shall be entitled to utilize any paid or unpaid leave options available.

**ARTICLE XXX**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 30.1.**

The term of this agreement shall be September 1, 2023 to August 31, 2026.

**Section 30.2.**

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

**Section 30.3.**

This agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that all wages on Schedule A shall be increased by the state legislative-approved COLA/IPD increase for classified employees. This agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this agreement which may arguably affect classified employees.

**Section 30.3.1.**

The following are agreed to between PSE and the district:

- Year 2023-2024            IPD 3.7%
- Year 2024-2025            IPD or if less than 2% the parties agree to reopen.
- Year 2025-2026            IPD or if less than 2% the parties agree to reopen.



1 **Section 30.3.2.**

2 The District/Union shall have the right to open the contract at any time to deal with Health  
3 Insurance issues related to compliance with state or federal law and/or potential employee  
4 eligibility for subsidies or tax credits from the Federal government. The District agrees to  
5 cooperate with the Union to the extent that the Union's requests do not cause the District to  
6 incur fines, taxes, sanctions or any substantial negative financial impact.

7  
8 **Section 30.4.**

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

11  
12 **Section 30.5.**

13 Neither party shall be compelled to comply with any provision of this agreement which conflicts with  
14 state or federal statutes or regulations promulgated pursuant thereto that were enacted prior to the  
15 effective date of this agreement.

16  
17 **Section 30.6.**

18 In the event either of the two (2) previous sections is determined to apply to any provision of this  
19 agreement, such provision shall be renegotiated pursuant to Section 30.3.

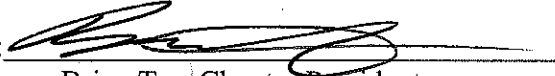
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21 **Section 30.7. Legislation Openers.**


22 This agreement shall be reopened as necessary to consider the impact of any legislation enacted,  
23 following execution of this agreement, which may arguably directly affect salaries or benefits by  
24 increasing funding specifically for employee salaries or benefits, provided, however, that any raise  
25 funded by the state legislature will be passed to employees. Either party shall notify the other in  
26 writing no later than April 1 of the current year of the desire to reopen the agreement. If legislative  
27 action directly affecting salaries or benefits occurs after April 1, either party may request an exception  
28 to the deadline.

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31 **SIGNATURE PAGE**

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34 PUBLIC SCHOOL EMPLOYEES OF  
35 WASHINGTON/SEIU LOCAL 1948  
36 OCEAN BEACH TRANSPORTATION

OCEAN BEACH SCHOOL DISTRICT NO. 101

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39 BY:   
40 Brian Tse, Chapter President

BY:   
Tiffany Turner, Chairperson, School Board

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42 DATE: 10.4.23

DATE: 10-4-23

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45 BY:   
46 Amy Huntley, Superintendent

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48 DATE: 10/4/23



**SCHEDULE A**  
**Ocean Beach School District No. 101**  
**September 1, 2023 – August 31, 2024**

<b>OBSD Salary Schedule 2023-24</b>					
<b>PSE (TRANSPORTATION)</b>					
	<b>DRIVER</b>	<b>HELPER</b>	<b>MECHANIC</b>	<b>SHOP HLPR</b>	<b>TRAINER</b>
<b>0</b>	\$22.80	\$19.92	\$26.69		\$24.78
<b>1</b>	\$25.31	\$22.13	\$30.18	\$16.65	\$27.56
<b>2-4</b>	\$25.83	\$22.65	\$30.70		\$28.08
<b>5-9</b>	\$26.09	\$22.91	\$30.95		\$28.34
<b>10-14</b>	\$26.35	\$23.17	\$31.21		\$28.60
<b>15-19</b>	\$26.61	\$23.43	\$31.47		\$28.86
<b>20</b>	\$26.87	\$23.69	\$31.73		\$29.12

