

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**ORIENT SCHOOL DISTRICT**

AND

**PUBLIC SCHOOL EMPLOYEES OF  
ORIENT CHAPTER**

SEPTEMBER 1, 2015 - AUGUST 31, 2018



**Public School Employees of Washington/SEIU Local 1948**  
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## DECLARATION OF PRINCIPLES

Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.

The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.

Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.

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

## PREAMBLE

This Agreement is made and entered into between Orient School District Number 65 (hereinafter "District") and Public School Employees of Orient, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").

The Orient School District is an active partnership of students, parents, staff and community members who are committed to the academic achievement and social well-being of every child.

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

## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1.**

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

1 **Section 1.2.**

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

5  
6 **Section 1.3.**

7 Each employee will, within 180 days of the signing of this Agreement, be given a copy of their own  
8 job description. Job descriptions are to be read, signed and dated by the employee. They will then be  
9 cosigned and dated by the District Personnel Administrator and placed in the employee's personnel  
10 file. The District reserves the right to make amendments, changes and/or additions to the job  
11 descriptions, modify existing positions or create new positions as they may from time to time occur.  
12 This section shall be administered and applied in accordance with state and federal law.

13  
14 **Section 1.4.**

15 The bargaining unit to which this Agreement is applicable shall consist of all classified employees.  
16 The Superintendent's Secretary/Bookkeeper and the Transportation Supervisor shall be exempt from  
17 the bargaining unit.

18  
19 **Section 1.5. Substitutes.**

20 A substitute employee is one who fills in for another employee.

- 21
- 22 1. Substitute employees who work for less than thirty (30) days of a normal academic year in any  
23 twelve (12) month period are not covered by this Agreement.
  - 24
  - 25 2. Substitute employees working more than thirty (30) days during any academic year shall be  
26 considered regular part-time employees for purposes of the agreement listed herein, and will be  
27 included in the bargaining unit. Such status may not be lost unless the employee separates  
28 from employment in accordance with the provisions of this agreement, or is a voluntary quit.  
29 Substitute employees shall be eligible to participate in Washington State Public Employees  
30 Retirement System to the extent required by state law. Substitute employees are governed only  
31 by Article I, Section 1.5, Article III, Sections 3.1-3.5, and Schedule A.
  - 32
  - 33 3. Seniority will not be accrued by any person hired as a substitute.
  - 34
  - 35 4. Substitute employees hired to fill positions for Board approved leaves of absence will be hired  
36 for the duration of such leave, during which time the employee shall be subject to all provisions  
37 of this Agreement.

38  
39 **Section 1.6.**

40 Temporary positions are new positions created by the District to fill a short-term need. Temporary  
41 positions will have a specific beginning and ending date. Should the temporary position exceed sixty  
42 (60) workdays, the position will be posted pursuant to Article X, Section 10.8. Employees filling  
43 temporary positions that exceed thirty (30) days of a normal academic year in any twelve (12) month  
44 period will have benefits as provided in Article VII, Section 7.10.

**ARTICLE II**  
**RIGHTS OF THE EMPLOYER**

**Section 2.1.**

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is 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 operations undertaken by the employees in the unit are to be conducted.

**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 Association 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 Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District and the Association shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

**Section 3.2.**

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

**Section 3.3.**

Employees subject to this Agreement have the right to have Association representatives or other persons present at disciplinary discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

1 **Section 3.4**

2 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,  
3 exclusive of compensation for services rendered, to appropriate officials of the Association.  
4

5 **Section 3.5.**

6 Neither the District, nor the Association, shall discriminate against any employee subject to this  
7 Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a  
8 physical handicap with respect to a position, the duties of which may be performed efficiently by an  
9 individual without danger to the health or safety of the physically handicapped person or others.  
10

11 **Section 3.6.**

12 There shall be only one (1) personnel file for each employee. These files shall be kept in the District  
13 Administration office. Employees shall be permitted to inspect his/her personnel file upon requesting  
14 and setting an appointment for that purpose with the District Personnel Administrator. At the request  
15 of the employee and at reasonable employee expense, a copy of each item placed in the personnel file  
16 shall be provided the employee within ten (10) workdays of said request.  
17

18 **Section 3.6.1.**

19 Each employee shall be provided a copy of all material placed in his or her personnel file  
20 within ten (10) workdays of its placement. An employee may attach comments to any material  
21 that is part of his/her personnel file. If an employee receives an overall evaluation which  
22 reflects unsatisfactory performance the unsatisfactory items on the evaluation will have been  
23 previously discussed with the supervisor.  
24

25 **Section 3.7. Evaluations / Responsibility for Evaluations.**

26 Within the school, the principal, shall be responsible for the evaluation of each classified employee. In  
27 the case of Paraeducators, the principal may include specific observations made by teachers with  
28 whom that Paraeducator has worked.  
29

30 All employees newly employed by the school district shall be evaluated within the first ninety (90)  
31 calendar days of the commencement of their employment or start of the school year, whichever comes  
32 first.  
33

34 All employees shall be evaluated annually, such evaluations to be completed no later than the 1st of  
35 June.  
36

37 Upon completion of an evaluation by the evaluator, the employee shall be provided promptly with a  
38 copy of the evaluation.  
39

40 The employee shall sign the school district's copy of the evaluation report to indicate that he or she has  
41 received a copy of the report. The signature of the employee does not, however, imply that the  
42 employee agrees with the contents of the evaluation report.  
43

44 The employee shall have the right to attach any comments to the evaluation report. This may be done  
45 at the time the employee receives a copy, or at most, within seven (7) school workdays following the  
46 evaluation conference.  
47  
48

## ARTICLE IV

### RIGHTS OF THE ASSOCIATION

#### **Section 4.1.**

The Association 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; to consult or to be consulted with respect to the formulation, development, and implementation of policies having to do with hours, layoffs, wages and work conditions; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

#### **Section 4.2.**

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State Organization.

#### **Section 4.3.**

Representatives of the Association, upon making their presence known to the District, shall have access to the District premises during non-duty hours, provided, that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work.

#### **Section 4.4.**

The District agrees to provide to the Association the use of an existing computer, email, bulletin board, copy machine, fax machine, and a meeting room provided that the use of the above will not impact the regular business of the District; and provided further that any charges for long distance phone calls and consumables will be paid for by PSE of Orient. A copy of all posted notices will be provided to the District Administration.

## ARTICLE V

### APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

#### **Section 5.1.**

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are policies, programs, and procedures relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement. The District will provide the Association President with an agenda for the monthly board meeting or at any meeting at which action may be taken, at least three (3) business days prior to the meeting. The President may then request and receive a complete board packet.

## ARTICLE VI

### ASSOCIATION REPRESENTATION

#### **Section 6.1.**

The Association will designate a Conference Committee consisting of the President, Vice-President and Secretary/Treasurer, who will meet with the Superintendent of the District and the Superintendent's representatives on a mutually agreeable regular basis to discuss appropriate matters.

## ARTICLE VII

### HOURS OF WORK AND OVERTIME

#### **Section 7.1.**

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

The workweek for the bus mechanic and for the grounds and facilities maintenance person will generally be Monday through Friday on an as needed basis during the student year and winter, spring and summer breaks, by mutual agreement between the employee and the District.

Any employee called in during non-working hours shall receive a minimum of two (2) hours call-out pay.

#### **Section 7.2.**

Each employee shall be assigned to a definite and regular shift and workweek which shall not be changed without prior notice to the employee of one (1) calendar week, except in the case of an emergency during which temporary changes may take place.

Work shifts for the bus mechanic and the maintenance positions will generally be the same arrangement as in Section 7.1, paragraph 2 by mutual agreement between the employee and the District.

#### **Section 7.3.**

Each employee shall be assigned to a definite shift with designated times of beginning and ending. Eight (8) hour employees shall be provided with two rest periods and an unpaid thirty (30) minute lunch.

##### **Section 7.3.1.**

In the event an employee is assigned to a shift less than eight (8) hours per day, the employee shall be granted rest periods as follows:

- A. Less than two (2) hours daily work shift - no rest period.
- B. Two (2) to five (5) hours daily work shift - one rest period.



- 1 C. More than five (5) hours daily work shift - two rest periods.  
2 D. Any shift of six (6) or more hours shall be entitled to a thirty (30) minute unpaid lunch  
3 period.  
4

5 Rest periods shall be fifteen (15) minutes in length and should be scheduled as close as  
6 practicable to the mid-point of the employee's shift.  
7

8 The rest period shall not be scheduled so as to extend or shorten the length of the employee's  
9 daily work shift.  
10

11 **Section 7.4.**

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

17 **Section 7.5.**

18 Paraeducators who are requested to substitute as a teacher will be paid the current substitute teacher's  
19 wage, or an hourly stipend of three dollars (\$3.00) above their regular wage, whichever is greater, for  
20 the duration of their substitute service.  
21

22 **Section 7.6.**

23 In the event of an unusual school closure due to inclement weather, plant inoperation or the like, the  
24 District will make every effort to notify each employee to refrain from coming to work. Employees  
25 reporting to work shall receive compensation for actual service rendered, provided the employee has  
26 informed the district of his/her current telephone number.  
27

28 **Section 7.7. Transportation.**

29 Recognizing that personnel in the Transportation classification present special shift problems, the  
30 parties agree that shifts shall be established in that classification in relation to routes and driving times  
31 requisite to fulfilling tasks assigned by the Supervisor of Transportation; provided, however, that  
32 employees in the Transportation classification shall be entitled to the benefits of Section 7.4 to the  
33 same degree as any other employee; and provided further that all bus drivers shall receive pay for one-  
34 half (½) hour per day for the purpose of bus cleanup and bus warm up in addition to actual hours of  
35 driving time. If there are thirty (30) minutes or less between assignments, the base hourly rate shall  
36 continue uninterrupted. Drivers will receive a minimum of one (1) hour pay for each Driver Staff  
37 Meeting. In the event a driver requests a substitute and then changes his/her mind without informing  
38 the substitute prior to duty, the substitute shall have the right to drive as originally requested. Drivers  
39 called to work to drive an unscheduled trip will receive a minimum of two (2) hours pay.  
40

41 **Section 7.7.1. Extra Trips.**

42 All trips other than regular scheduled bus runs shall be compensated as follows:  
43

- 44 A. When driving a bus, the driver will be paid full driver's pay.  
45 B. When chaperoning, the driver will be paid minimum wage plus two dollars (\$2.00) per  
46 hour.  
47 C. When on stand-by, the driver will be paid minimum wage.  
48

1 **Section 7.7.2.**

2 As of September 1, 2000, all drivers who maintain active driving status within the District will  
3 be reimbursed for the costs incurred in purchasing District-required endorsements, initial  
4 driving tests and physicals. The cost of the initial CDL will be reimbursed upon request of the  
5 employee after one year of driving service to the school district.  
6

7 **Section 7.8. Overtime.**

8 All compensated hours over forty (40) in one week will be paid at time and one-half (1½) the  
9 employee's hourly rate of pay. Holiday, vacation and other approved leave hours will be considered  
10 hours worked for the purpose of the computation of overtime.  
11

12 **Section 7.9.**

13 All classified employees will be paid to attend any required orientation day(s) at the beginning of each  
14 school year. Drivers will be paid driving rate for attendance at meetings.  
15  
16  
17

18 **ARTICLE VIII**

19 **HOLIDAYS AND VACATIONS**  
20  
21

22 **Section 8.1.**

23 Holidays and vacations will be paid in accordance with District policy.  
24  
25  
26

27 **ARTICLE IX**

28 **LEAVES**  
29  
30

31 **Section 9.1. Sick Leave (Family Illness, Injury and Emergency Leave).**

32 **Section 9.1.1.**

33 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;  
34 provided, however, that no employee shall accumulate less than ten (10) days of sick leave per  
35 school year. An employee who works eleven (11) workdays in any calendar month will be  
36 given credit for the full calendar month. Sick leave shall be vested when earned and may be  
37 accumulated up to the number of days an employee works in a year. The District shall project  
38 the number of annual days of sick leave at the beginning of the school year according to the  
39 estimated calendar months the employee is to work during that year. The employee shall be  
40 entitled to the projected number of days of sick leave at the beginning of the school year. Sick  
41 leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal  
42 daily work shift; provided, however, that should an employee's normal daily work shift  
43 increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits  
44 will be paid in accordance with the employee's normal daily work shift at the time the sick  
45 leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily  
46 basis. Sick leave may be used by the employee for family illness. The family, for purpose of  
47 this section, is defined in Section 9.2.  
48

1 **Section 9.1.1.1. Sick Leave Attendance Incentive Program.**

2 In January of the year following any year in which a minimum of sixty (60) days of  
3 leave for illness or injury is accrued, and each January thereafter, any eligible employee  
4 may exercise an option to receive remuneration for unused leave for illness or injury  
5 accumulated in the previous year at a rate equal to one (1) day's monetary  
6 compensation of the employee for each four (4) full days of accrued leave for illness or  
7 injury in excess of sixty (60) days. Leave for illness or injury for which compensation  
8 has been received shall be deducted from accrued leave for illness or injury at the rate  
9 of four (4) days for every one (1) day of monetary compensation.  
10

11 **Section 9.1.1.2.**

12 At the time of separation from school district employment due to retirement or death, an  
13 eligible employee or the employee's estate shall receive remuneration at a rate equal to  
14 one (1) day's current monetary compensation for each four (4) full days accrued leave  
15 for illness or injury to a maximum of one-hundred eighty (180) days.  
16

17 **Section 9.1.2.**

18 In the event an employee is absent for reasons covered by Industrial Insurance, the District  
19 shall pay the employee an amount equal to the difference between the amount paid the  
20 employee by the Department of Labor and Industries and the amount the employee would  
21 normally earn. A deduction shall be made from the employee's accumulated sick leave in  
22 accordance with the amount paid to the employee by the District. When the employee's sick  
23 leave is exhausted, the district shall have no further liability.  
24

25 **Section 9.1.3.**

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

30 **Section 9.2. Bereavement Leave.**

31 Each employee shall be entitled to a maximum of five (5) days leave with pay per occurrence, for  
32 absence caused by death to an employee's child, stepchild, foster child, spouse, parent, stepparent,  
33 grandparent, grandchild, sibling, parent-in-law, sibling-in-law, aunt, uncle, niece or nephew. Such  
34 leave shall not be deducted from sick leave. Bereavement leave is noncumulative. Additional leave  
35 may be granted at the discretion of the Superintendent. The employees may, at their option, use  
36 accumulated sick leave if granted additional bereavement leave.  
37

38 **Section 9.3. Personal Leave.**

39 Each employee shall be entitled to three (3) paid personal leave days per year.  
40

41 **Section 9.4. Maternity/Adoption Leave.**

42 Upon application therefore, the District shall grant maternity/adoption leave. Such leave shall  
43 commence at such time as the employee, and her medical advisor, deem necessary. Employees  
44 granted maternity/adoption leave must return to work not later than three months (3) following the  
45 granting of the maternity leave delivery of the child. Employees granted maternity/adoption leave  
46 may, at their option, be allowed compensation for maternity/adoption leave in accordance with Section  
47 9.1.1 above. Before returning to work, the employee must be certified by her physician as ready and  
48 able to return.

1 **Section 9.5. Paternity Leave.**

2 A male employee, upon request, may be granted up to five (5) days leave, on or about the date of the  
3 birth or adoption of his child. Such leave shall be deducted from sick leave that accumulated pursuant  
4 to Section 9.1.1 above.

5  
6 **Section 9.6. Judicial Leave.**

7 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named  
8 as a codefendant with the District, such employee shall receive a normal day's pay for each day of  
9 required presence in court, up to a maximum of ten (10) workdays; provided, however, that any  
10 compensation received for such service shall be paid to the District. Such repayment shall not exceed  
11 the employee's normal daily pay less bona fide expenses. In the event that an employee is a party in a  
12 court action, such employee may request a leave of absence. This section shall be administered and  
13 applied in accordance with state and federal law.

14  
15 **Section 9.7. Leave of Absence.**

16  
17 **Section 9.7.1.**

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 a  
20 leave of absence without pay for a period not to exceed one (1) year; provided, however, if  
21 such leave is granted due to extended illness, one (1) additional year may be granted.

22  
23 **Section 9.7.2.**

24 The returning employee will be assigned to the position occupied before the leave of absence.  
25 Employees hired to fill positions of employees on leave of absence will be hired for a specific  
26 period of time, during which they shall be subject to all provisions of this Agreement. It shall  
27 be the responsibility of the employer to inform replacement employees of these provisions.  
28 Should the employee wish to return to work prior to the expiration of the leave of absence, the  
29 employee may apply to the board for consideration for reinstatement.

30  
31 **Section 9.7.3.**

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

36  
37 **Section 9.8. Additional Leave.**

38 The District will provide additional leave in accordance with Washington state law, including  
39 Domestic Violence Leave and Faith or Conscience Leave. Additional information about specific leaves  
40 can be found at [www.leg.wa.gov](http://www.leg.wa.gov).

## ARTICLE X

### PROBATION, SENIORITY AND LAYOFF PROCEDURES

#### **Section 10.1.**

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. If more than one employee is hired on the same day, seniority positions will be drawn by lot.

#### **Section 10.2.**

Each new employee shall remain in a probationary status for a period of not more than ninety (90) calendar days following the hire date. One-half (½) of the probation must occur during the student year. During this probationary period the District may discharge such employee at its discretion.

#### **Section 10.3.**

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

#### **Section 10.4.**

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

- A. Resignation;
- B. Discharge for justifiable cause; or
- C. Retirement.

#### **Section 10.5.**

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

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

#### **Section 10.6.**

The employee with the earliest hire date shall have absolute preferential rights regarding shift selection, and special services (including overtime). The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new or open jobs or positions, and layoffs when the ability and performance are substantially equal with junior employees and/or other candidates. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the organization's grievance committee chairperson its reasons why the senior employee or employees have been bypassed.

#### **Section 10.7.**

Employees who change job classifications within the bargaining unit shall retain their hire dates in the previous classification, notwithstanding that they have acquired a new hire date and a new classification.

1 **Section 10.8. Posting New or Open Positions.**

2 The District shall notify the Association President of all new or open positions within the bargaining  
3 unit and will publicize within the bargaining unit for five (5) workdays the availability of open  
4 positions as soon as possible after the District is appraised of the opening.

5  
6 A copy of all job postings shall be emailed to the Association President, a hard copy will be posted in  
7 the main school, the bus garage and the local grocery store bulletin board, and an attempt made to  
8 notify all employees with an email.

9  
10 **Section 10.9.**

11 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
12 District according to layoff ranking. Such employees are to have priority over junior employees and  
13 outside candidates in filling an opening in the classification held immediately prior to layoff. Names  
14 shall remain on the reemployment list for two (2) years.

15  
16 **Section 10.10.**

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

19  
20 **Section 10.11.**

21 An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does  
22 not comply with the requirements of Section 10.10, or if the employee does not respond to the offer of  
23 reemployment within five (5) workdays and does not report to work within ten (10) workdays  
24 following the response.

25  
26 **Section 10.12.**

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

30  
31 **Section 10.13. Other Assignments.**

32 Employees requested to work outside their normal job classification, in lieu of their regular  
33 assignment, will be compensated at the greater of (A) their normal base hourly, or (B) Step I of the  
34 hourly rate of the position being substituted, whichever is greater.

35  
36  
37  
38 **ARTICLE XI**

39  
40 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

41  
42 **Section 11.1.**

43 The District shall have the right to discipline or discharge an employee for justifiable cause.

44  
45 The justification for discipline or discharge shall be given to the employee in writing at a meeting with  
46 a bargaining unit representative or the Field Representative of PSE. In the event of a suspicion of  
47 criminal acts or safety infractions, the employee may be placed on administrative leave with pay until  
48 an investigation substantiates the guilt or innocence of the employee. Should just cause be found that

the employee has acted improperly, he/she will no longer be paid, and rather the employee will be on unpaid administrative leave until resolution of the issue.

### **Section 11.2.**

If the District has reason to reprimand an employee, it shall be done in a manner, which does not intentionally embarrass the employee before the public or other employees.

When disciplining an employee the following progressive discipline model will apply:

1. Notice of Concern/Counseling
2. Oral Warning - written record to supervisor's file only
3. Letter of Warning - sent to employee's personnel file
4. Letter of Reprimand
5. Suspension
6. Termination

### **Section 11.3.**

The District shall notify employees of its intent to continue the employee's position for the next school year, prior to the employee's last workday of the current school year. In the event the District's intent is to continue an employee's position, such notification shall include the following information: job title, salary, hours to be worked and work site to which the employee is to be assigned. All provisions of the continuing employment notification shall be consistent with terms and conditions of this Agreement and shall be altered only for justifiable cause pursuant to Section 11.1 above.

### **Section 11.4.**

Employees shall notify the District of their intent to return to work within ten (10) workdays of being notified of their continuing employment.

### **Section 11.5.**

The issue of justifiable cause as it pertains to this Article shall be resolved in accordance with the grievance procedure contained herein.

## **ARTICLE XII**

### **INSURANCE AND RETIREMENT**

#### **Section 12.1.**

The District shall pay the state funded insurance allotment per month for all employees 1440 hours per year who are enrolled in mutually approved Medical, Dental and Vision insurance programs. Those employees who work less than 1440 hours shall receive a prorated amount of the insurance allotment per month. In the event the District passes a Maintenance and Operations Levy, insurance benefits will be calculated on the basis that one FTE equals 1440 hours.

All payments shall be on a twelve (12) month basis. Unused funds shall be pooled.

Employees will notify the District by November 15 of each year of any changes to insurance coverage.



**Section 12.2.**

The District shall provide tort liability coverage for all employees subject to this Agreement.

**Section 12.3.**

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

**Section 12.4.**

The District shall make contributions to the Washington State Unemployment Compensation Fund requisite to providing unemployment benefits for all employees subject to this Agreement.

**Section 12.5.**

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System (PERS) or the Washington State School Employees' Retirement System (SERS), the District shall report all hours worked, whether straight time, overtime, or otherwise.

**Section 12.6.**

All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments, and deductions from the employee's salary.

**Section 12.7.**

An Insurance Committee shall consist of at least one (1) classified employee, one (1) certificated employee, and one (1) superintendent or superintendent's designee. The Insurance Committee shall meet at least once annually to review insurance options and make recommendations to staff.

**ARTICLE XIII**

**VOCATIONAL TRAINING AND EMPLOYEE COMPENSATION**

**Section 13.1.**

In the mutual interests of the District and the Association, the District shall cause funds to be available which employees subject to this Agreement may use for vocational improvement. Any expenditure must have prior administrative approval.

**Section 13.1.1.**

Such funds may be utilized for the following purposes of Safety Committee and for the Paraeducators to complete their fourteen (14) competencies.

**Section 13.1.2.**

Such funds may also be used to purchase recognized vocational courses from Local, State, or National Educational Institutes, which would improve the skills and qualifications of employees subject to this Agreement.



**Section 13.1.3.**

Each employee will be allowed three (3) additional workdays for the purpose of attending training. The District and PSE will work together to provide the training. The training will be at the employee's option.

**Section 13.2.**

Employees shall be compensated at their regular hourly wage plus transportation expenses for time spent at training classes directed or required by the District as a condition of continual employment. Pre-employment requirements shall not apply.

Receipts must be presented.

**Section 13.3.**

The District will pay for any physical exam and/or First Aid training required as a condition of continued employment. The site and/or physician will be decided by the District. If the employee chooses a different option, the difference in cost will be the responsibility of the employee.

Receipts must be presented.

**Section 13.4.**

The District shall reimburse regular drivers for certain expenses incurred as a requirement for continued employment subject to the following provisions and limitations:

- A. Expenses shall be limited to those that are directly associated with the driver:
  - 1. Acquiring endorsements.
  - 2. Acquiring/renewing Commercial Driver's License provided that recertification required as a result of accident or driving record shall not qualify for reimbursement.
- B. Expenses associated with failed test shall not be reimbursed.
- C. Expenses shall be reimbursed provided that the driver continues to be an employee for ninety (90) workdays following completion of the requirements.

Receipts must be presented.

**ARTICLE XIV  
ASSOCIATION MEMBERSHIP AND CHECKOFF DISTRICT**

**Section 14.1.**

Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing, and each employee subject to this Agreement who thereafter becomes a member of the Association in good standing, shall maintain membership in the Association during the period of this agreement except as provided in Section 14.2 of this Agreement. Membership in the association is not a condition of employment.

**Section 14.2.**

Employees who are members of the Association shall have the option to remove themselves from the Association by submitting a letter by registered mail to Public School Employees of Washington/SEIU

Local 1948, P.O. Box 798, Auburn, Washington, 98071, within thirty (30) calendar days after the execution date of this Agreement or its effective date, or within thirty (30) calendar days of hire, or annually during the month of August, whichever is later and appropriate, stating that such employee does not wish to become a member. Such letter shall include the following information: the employee's name, address, District in which employed position held, and hire date. Should any employee fail to submit said letter within the specified period, they shall immediately obtain and maintain membership in good standing of the Association as a condition of continued employment.

## ARTICLE XV

### GRIEVANCE PROCEDURE

#### **Section 15.1.**

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

#### **Section 15.2. Grievance Steps.**

##### **Section 15.2.1. Step I – Verbal.**

Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) calendar days of the occurrence of the grievance shall be invalid and subject to no further processing. The Supervisor will have fifteen (15) workdays to respond to the verbal discussion.

##### **Section 15.2.2. Step II – Written.**

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall have ten (10) workdays to reduce to writing a statement of the grievance containing the following:

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

The employee shall submit the written statement of grievance to the District Superintendent for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. The parties will have five (5) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

##### **Section 15.2.3. Step III – Superintendent.**

If no settlement has been reached within the five (5) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) workdays to the District Superintendent or the

1 Superintendent's designee. After such submission, the parties will have ten (10) workdays  
2 from submission of the written statement of grievance to resolve it by indicating on the  
3 statement of grievance the disposition. If an agreeable disposition is made, all parties to the  
4 grievance shall sign it.

5  
6 **Section 15.2.4. Step IV – Board of Directors.**

7 If no settlement has been reached within the ten (10) days referred to in the preceding  
8 subsection, a written statement of grievance shall be submitted within fifteen (15) workdays to  
9 the District Board of Directors. After such submission, the parties will have thirty (30)  
10 workdays from submission of the written statement of grievance to resolve it by indicating on  
11 the statement of grievance the disposition. If an agreeable disposition is made, all parties to the  
12 grievance shall sign it. The Board of Directors reserves the right to summon the employee for  
13 an oral statement of the grievance. The employee reserves the right to appear before the Board  
14 of Directors to explain the grievance. At any appearance before the Board of Directors, the  
15 employee may be accompanied by an Association representative or designee.

16  
17 **Section 15.2.5. Step V – Arbitration.**

18 If no settlement has been reached within the thirty (30) workdays referred to in the preceding  
19 subsection, the grievance may, within ten (10) workdays of the answer above, be submitted in  
20 writing to arbitration under AAA voluntary rules.

21  
22 The arbitrator shall have no power or authority to add to, subtract from, or modify this  
23 Agreement, award damages, or provide a remedy that is in violation of law.

24  
25 The fees and expenses of the Arbitrator (including the meeting room), in all cases will be borne  
26 equally by the District and the Association. Each party shall bear its own expenses.

27  
28 The award of the arbitrator shall be final and binding on all parties.

29  
30 **Section 15.3.**

31 The grievance or arbitration discussions shall take place whenever possible off school time. The  
32 employer shall not discriminate against any individual employee or the Association for taking action  
33 under this Article.

34  
35  
36  
37 **ARTICLE XVI**

38  
39 **TRANSFER OF PREVIOUS EXPERIENCE**

40  
41 **Section 16.1.**

42 When any employee leaves a school district within the State and commences employment with this  
43 district, the employee shall retain the same leave benefits and other benefits that the employee had in  
44 the previous position.

1       **Section 16.1.1.**

2       If this district has a different system for computing leave benefits and other benefits, then the  
3       employee shall be granted the same leave benefits and other benefits as an employee in the  
4       district who has similar occupational status and total years of service.  
5  
6  
7

8                                   **ARTICLE XVII**

9  
10                               **SALARIES AND EMPLOYEE COMPENSATION**  
11

12       **Section 17.1.**

13       Employees shall be compensated in accordance with the provisions of this Agreement for all hours  
14       worked. Each employee shall receive a full accounting and itemization of authorized deductions with  
15       his/her paycheck.  
16

17       **Section 17.2.**

18       Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in  
19       Schedule A attached hereto and by this reference incorporated herein.  
20

21               **Section 17.2.1.**

22       Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the  
23       terms and conditions of Article XVIII, Section 18.3. Should the date of execution of this  
24       Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive  
25       to the effective date.  
26

27               **Section 17.2.2.**

28       Retroactive pay, where applicable, shall be paid on the first regular payday following execution  
29       of this Agreement if possible, and in any case not later than the second regular payday. In the  
30       case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such  
31       retroactive pay shall be paid on the first regular pay day following agreement on such schedule,  
32       if possible, and in any case not later than the second regular payday.  
33

34               **Section 17.2.3.**

35       Incremental steps, where applicable, shall take effect on the first day of the school year which  
36       is reflected in the district's fiscal year; provided, the employee has been actively employed  
37       continuously for at least one-half (½) of the previous employment year.  
38

39       **Section 17.3.**

40       For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (¼) hour.  
41

42       **Section 17.4.**

43       Any employee required to travel from one site to another in a private vehicle during working hours  
44       shall be reimbursed for such travel on a per mile basis at the District approved rate.  
45  
46  
47  
48

**Section 17.5.**

Any employee required to remain overnight on District business shall be reimbursed for room and board expenditures. Employees who are on District business outside of the District during meal periods shall be reimbursed for such meals.

**ARTICLE XVIII**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 18.1.**

The term of this Agreement shall be September 1, 2015 to August 31, 2018.

**Section 18.2.**

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 18.3.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate Schedule A, Schedule B and insurance herein; and provided further, that this Agreement shall be reopened as necessary to consider the impact of any legislation enacted which occurs following execution of this Agreement. Either party may demand the contract be reopened when legislation enacted affects the terms and conditions herein or create authority to alter personnel practices in public employment.

**Section 18.4.**

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

**Section 18.5.**

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


**Section 18.6.**

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 18.3.

SIGNATURE PAGE

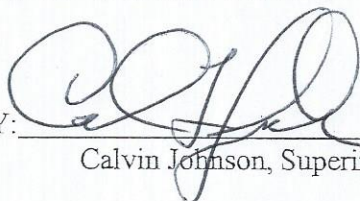
PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

ORIENT CHAPTER

BY:   
Bob Davis, Chapter President

DATE: 4-19-16

ORIENT SCHOOL DISTRICT #65

BY:   
Calvin Johnson, Superintendent

DATE: 4-18-16



## LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE OREINT PSE AND THE ORIENT SCHOOL DISTRICT #65. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that:

1. The current collective bargaining agreement (CBA) will be extended for one year, expiring on August 31, 2015.
2. The 2014-2015 Washington State COLA has been suspended and is not available for distribution; however, the parties agree that any agreement of the State to distribute these suspended monies in future year(s) shall be adhered to by the parties.
3. The state insurance allotment for contract year 2014-15 is seven-hundred and sixty-eight dollars (\$768.00) and shall be applied in accordance with the CBA language.
4. The 1.9% pay was restored to salaries in 2013-14, except for the Food Services Kitchen Manager, in error. This amount is corrected on the 2014-15 Schedule A attached and the employee will be paid the retroactive pay that she should have received in 2013-14.
5. Section 17.2.3 will be amended to read:  
**Section 17.2.3.**  
Incremental steps, where applicable, shall take effect on the first day of the-school year which is reflected in the district's fiscal year; provided, the employee has been actively employed continuously for at least one-half (½) of the previous employment year.
6. Schedule A shall be amended as attached.

This Letter of Agreement shall be retroactive to September 1, 2014, shall remain in effect until August 31, 2015, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON  
ORIENT CHAPTER

ORIENT SCHOOL DISTRICT #65

BY: Signed by  
Diana Behrens, Chapter President

BY: Signed by  
Tara Holmes, Superintendent

DATE: March 25, 2015

DATE: March 25, 2015



**SCHEDULE A**  
**ORIENT SCHOOL DISTRICT**  
**SEPTEMBER 1, 2014 - AUGUST 31, 2015**

	Years	<u>Sub</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6-10</u>	<u>11-15</u>	<u>16-20</u>	<u>21+</u>									
								\$0.20	\$0.25	\$0.30	\$0.50									
<u>CUSTODIAN/MAINTENANCE</u>																				
Custodian/Maintenance	\$	11.29	\$	12.17	\$	13.06	\$	13.49	\$	13.78	\$	15.39	\$	15.59	\$	15.84	\$	16.14	\$	16.64
Groundskeeper/Maintenance	\$	12.47	\$	13.44	\$	14.42	\$	14.90	\$	15.22	\$	17.00	\$	17.20	\$	17.45	\$	17.75	\$	18.25
<u>SECRETARY</u>																				
Secretary	\$	11.29	\$	12.17	\$	13.06	\$	13.49	\$	13.78	\$	15.39	\$	15.59	\$	15.84	\$	16.14	\$	16.64
<u>TRANSPORTATION</u>																				
Bus Mechanic	\$	13.91	\$	16.35	\$	16.84	\$	17.19	\$	17.55	\$	18.81	\$	19.01	\$	19.26	\$	19.56	\$	20.06
Driver	\$	13.45	\$	13.82	\$	13.99	\$	14.18	\$	14.34	\$	15.97	\$	16.17	\$	16.42	\$	16.72	\$	17.22
Lead Driver	\$	14.02	\$	14.39	\$	14.56	\$	14.75	\$	14.92	\$	16.55	\$	16.75	\$	17.00	\$	17.30	\$	17.80
<u>FOOD SERVICE</u>																				
Kitchen Manager	\$	12.23	\$	12.74	\$	13.25	\$	13.76	\$	14.27	\$	14.78	\$	14.98	\$	15.23	\$	15.53	\$	16.03
Cook	\$	11.29	\$	12.17	\$	12.29	\$	12.53	\$	12.83	\$	13.08	\$	13.28	\$	13.53	\$	13.83	\$	14.33
<u>PARAEDUCATOR</u>																				
Paraeducator	\$	9.95	\$	11.12	\$	11.67	\$	11.91	\$	12.16	\$	12.39	\$	12.59	\$	12.84	\$	13.14	\$	13.64
Librarian	\$	11.29	\$	12.17	\$	12.29	\$	12.53	\$	12.83	\$	13.08	\$	13.28	\$	13.53	\$	13.83	\$	14.33
Special Education (special training)			\$	12.01	\$	12.60	\$	12.86	\$	13.13	\$	13.38	\$	13.58	\$	13.83	\$	14.13	\$	14.63

◆ **Increments** are based on the number of years worked.

**Example:** Hire date of 9-1-2010 will receive .20 increase the beginning of the fiscal year, which would be in the fall of 2015-2016.

◆ **New Hires** will be paid at the substitute rate of pay during probation per Section 10.2. No Employee will be subject to probationary pay more than once during their employment with the district.

◆ **Substitutes** who work in the same job classification that had worked in prior to layoff or retirement will be paid at the last rate of pay they received for the same job.

◆ **Additional Pay for Clock Hours/Credits**  
*10 clock hours equals one (1) credit*

5 Credits	10 Credits	15 Credits	30 Credits	45 Credits	90 Credits
\$0.05	\$0.10	\$0.15	\$0.50	\$1.00	\$1.50



**SCHEDULE A**  
**ORIENT SCHOOL DISTRICT**  
**August 31, 2015 – 2016**

<b>Years</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6-10</u></b>	<b><u>11-15</u></b>	<b><u>16-20</u></b>	<b><u>21+</u></b>
						<b>\$0.20</b>	<b>\$0.25</b>	<b>\$0.30</b>	<b>\$0.50</b>
<b><u>CUSTODIAN/MAINTENANCE</u></b>									
Custodian/Maintenance	\$12.54	\$13.45	\$13.89	\$14.19	\$15.85	\$16.05	\$16.30	\$16.60	\$17.10
Groundskeeper/Maintenance	\$13.84	\$14.85	\$15.35	\$15.68	\$17.51	\$17.71	\$17.96	\$18.26	\$18.76
<b><u>SECRETARY</u></b>									
Secretary	\$12.54	\$13.45	\$13.89	\$14.19	\$15.85	\$16.05	\$16.30	\$16.60	\$17.10
<b><u>TRANSPORTATION</u></b>									
Bus Mechanic	\$16.84	\$17.35	\$17.71	\$18.08	\$19.37	\$19.57	\$19.82	\$20.12	\$20.62
Driver	\$14.23	\$14.41	\$14.61	\$14.77	\$16.45	\$16.65	\$16.90	\$17.20	\$17.70
Lead Driver	\$14.82	\$15.00	\$15.19	\$15.37	\$17.05	\$17.25	\$17.50	\$17.80	\$18.30
<b><u>FOOD SERVICE</u></b>									
Kitchen Manger	\$13.12	\$13.65	\$14.17	\$14.70	\$15.22	\$15.42	\$15.67	\$15.97	\$16.47
Cook	\$12.54	\$12.66	\$12.91	\$13.21	\$13.47	\$13.67	\$13.92	\$14.22	\$14.72
<b><u>PARAEDUCATOR</u></b>									
Paraeducator	\$11.45	\$12.02	\$12.27	\$12.52	\$12.76	\$12.96	\$13.21	\$13.51	\$14.01
Librarian	\$12.54	\$12.66	\$12.91	\$13.21	\$13.47	\$13.67	\$13.92	\$14.22	\$14.72
Special Education (special training)	\$12.37	\$12.98	\$13.25	\$13.52	\$13.78	\$13.98	\$14.23	\$14.53	\$15.03

**Increments** are based on the number of years worked.

***Example:** Hire date of 9-1-2010 will receive \$0.20 increase the beginning of the fiscal year, which would be in the fall of 2015-2016*

**Substitutes** will be paid at Step I rate of pay. Substitutes who work in the same job classification that had worked in prior to lay off or retirement will be paid at the last rate of pay they received for the same job.

**Clock Hours/Credits Additional Pay**

*10 clock hours equals one (1) credit*

5 Credits	10 Credits	15 Credits	30 Credits	45 Credits	90 Credits
\$0.05	\$0.10	\$0.15	\$0.50	\$1.00	\$1.50

**SCHEDULE B**  
**ORIENT SCHOOL DISTRICT**

**ADDITIONAL PAY FOR CREDITS/CLOCK HOURS EARNED**

Any employee may seek to improve his/her earning position by taking classes and workshops approved by the District. Credits or clock hours earned may be applied based on the following schedule for salary enhancement.

10 clock hours equals one (1) credit.

<u>5 Credits</u>	<u>10 Credits</u>	<u>15 Credits</u>	<u>30 Credits</u>	<u>45 Credits</u>	<u>90 Credits</u>
\$0.05	\$0.10	\$0.15	\$0.50	\$1.00	\$1.50

The District has reviewed and evaluated all current employee credit/clock hour records and has agreed to pay for those approved credits.

All new credit/clock hours will be submitted to the payroll clerk by September 1 of each year in order for the employee to be able to receive salary enhancement pay at the end of October.

**SCHEDULE B PROVISIONS**

**CREDIT/CLOCK HOURS**

1. Credit or hours required to maintain licensing will not be counted, such as bus driver certification requirements, spray license, wastewater treatment license, etc. for salary enhancement. Hours or classes required to maintain certification for licensing will be at District expense. First Aid or EMT training will not apply toward salary enhancement.
2. Only classes or workshops that are appropriate for the employee's position will be applicable for salary enhancement. Classes or workshop hours will be counted in the classification they apply. In the event a District employee secures a position in a different classification only those hours that pertain to the new classification will apply. At the time of the change in classification a determination and a sign off between the District and the employee will be made on applicable hours for the new position.
3. Prior approval will be secured from the Superintendent by the participant of the workshop or class before the District will grant the credits or clock hours toward salary enhancement. If the employee is dissatisfied with the decision of the Superintendent, the employee may appeal this decision through the proper channels.
4. An employee may not progress beyond the 90 credit or 900 clock hours on the salary enhancement schedule.
5. This salary enhancement proposal may be opened for discussion on an annual basis.

6. All employees new to the District in a permanent position shall be placed at year one (1) on Schedule A. A new employee shall be considered as one who has never worked for the District previously or who worked as a substitute in that classification for less than ninety (90) days. This does not apply to employees presently employed by the District who change or add a classification or those substitutes who have worked in that job classification for more than ninety (90) days previously.
7. All classes approved will become a part of the employee's permanent personnel file.
8. Classes in the following general areas may be approved for general application for all classifications: Stress Management; Personnel Management; Interpersonal Relationships; General Studies (Math, Language Arts, etc.).

## LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, ORIENT PSE AND THE ORIENT SCHOOL DISTRICT #65. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that:

1. The current Collective Bargaining Agreement (CBA), including LOA's and MOU's will be extended to allow the parties the opportunity to bargain after the beginning of school in the fall of 2015. This extension will expire on December 1, 2015.
2. The 2015-16 Washington State COLA has been set at three percent (3%) for the 2015-16 school year and will be applied equally effective September 1, 2015. This does not preclude the parties from bargaining changes to schedule A including an increase over and above the COLA during negotiation of the full contract.
3. The state insurance allotment for contract year 2015-16 is seven-hundred eighty dollars (\$780.00) and shall be applied in accordance with the CBA language.
4. Schedule A shall be amended as attached.

This Letter of Agreement shall be effect upon signature of the parties and shall remain in effect until August 31, 2016, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON

ORIENT CHAPTER

ORIENT SCHOOL DISTRICT #65

BY: Signed by  
Bob Davis, Chapter President

BY: Signed by  
Calvin Johnson, Superintendent

DATE: October 6, 2015

DATE: October 6, 2015

**SCHEDULE A**  
**ORIENT SCHOOL DISTRICT #65**  
**SEPTEMBER 1, 2015 - AUGUST 31, 2016**

<u>Years</u>	<u>Sub</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6-10</u>	<u>11-15</u>	<u>16-20</u>	<u>21+</u>
							<b>\$0.20</b>	<b>\$0.25</b>	<b>\$0.30</b>	<b>\$0.50</b>
<b>CUSTODIAN/MAINTENANCE</b>										
Custodian/Maintenance	\$ 11.63	\$ 12.54	\$ 13.45	\$ 13.89	\$ 14.19	\$ 15.85	\$ 16.05	\$ 16.30	\$ 16.60	\$ 17.10
Groundskeeper/Maintenance	\$ 12.84	\$ 13.84	\$ 14.85	\$ 15.35	\$ 15.68	\$ 17.51	\$ 17.71	\$ 17.96	\$ 18.26	\$ 18.76
<b>SECRETARY</b>										
Secretary	\$ 11.63	\$ 12.54	\$ 13.45	\$ 13.89	\$ 14.19	\$ 15.85	\$ 16.05	\$ 16.30	\$ 16.60	\$ 17.10
<b>TRANSPORTATION</b>										
Bus Mechanic	\$ 14.33	\$ 16.84	\$ 17.35	\$ 17.71	\$ 18.08	\$ 19.37	\$ 19.57	\$ 19.82	\$ 20.12	\$ 20.62
Driver	\$ 13.85	\$ 14.23	\$ 14.41	\$ 14.61	\$ 14.77	\$ 16.45	\$ 16.65	\$ 16.90	\$ 17.20	\$ 17.70
Lead Driver	\$ 14.44	\$ 14.82	\$ 15.00	\$ 15.19	\$ 15.37	\$ 17.05	\$ 17.25	\$ 17.50	\$ 17.80	\$ 18.30
<b>FOOD SERVICE</b>										
Kitchen Manager	\$ 12.60	\$ 13.12	\$ 13.65	\$ 14.17	\$ 14.70	\$ 15.22	\$ 15.42	\$ 15.67	\$ 15.97	\$ 16.47
Cook	\$ 11.63	\$ 12.54	\$ 12.66	\$ 12.91	\$ 13.21	\$ 13.47	\$ 13.67	\$ 13.92	\$ 14.22	\$ 14.72
<b>PARAEDUCATOR</b>										
Paraeducator	\$ 10.25	\$ 11.45	\$ 12.02	\$ 12.27	\$ 12.52	\$ 12.76	\$ 12.96	\$ 13.21	\$ 13.51	\$ 14.01
Librarian	\$ 11.63	\$ 12.54	\$ 12.66	\$ 12.91	\$ 13.21	\$ 13.47	\$ 13.67	\$ 13.92	\$ 14.22	\$ 14.72
Special Education (special training)		\$ 12.37	\$ 12.98	\$ 13.25	\$ 13.52	\$ 13.78	\$ 13.98	\$ 14.23	\$ 14.53	\$ 15.03
<b>Increments</b> are based on the number of years worked.										
Example: Hire date of 9-1-2010 will receive .20 increase the beginning of the fiscal year, which would be in the fall of 2015-2016.										
<b>New Hires</b> will be paid at the substitute rate of pay during probation per Section 10.2. No Employee will be subject to probationary										
pay more than once during their employment with the district.										
<b>Substitutes</b> who work in the same job classification that had worked in prior to layoff or retirement will be paid at the last rate										
of pay they received for the same job.										
<b>Additional Pay for Clock Hours/Credits</b>										
<i>10 clock hours equals one (1) credit</i>			5 Credits	10 Credits	15 Credits	30 Credits	45 Credits	90 Credits		
			\$0.05	\$0.10	\$0.15	\$0.50	\$1.00	\$1.50		

## LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE OREINT PSE AND THE ORIENT SCHOOL DISTRICT #65. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree:

During the 2015-2016 school year, the District may utilize exempt staff and volunteers necessary to participate in and be funded by the national school lunch program. Currently, the financial demise of the District has not allowed for the replacement of the retired Kitchen Manager position, and has opted to hire a two (2) hour cook position to prepare sack lunches for students. It is understood that unless required paperwork is completed on a regular basis, the District will lose all funding to continue any lunch program, including the sack lunch program.

This agreement does not set a precedence and must be renegotiated at the end of the school year.

This Letter of Agreement shall be effective October 20, 2015, shall remain in effect until June 31, 2016; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948  
ORIENT CHAPTER

BY: \_\_\_\_\_

Bob Davis, Chapter President

DATE: \_\_\_\_\_

10/28/15

ORIENT SCHOOL DISTRICT #65

BY: \_\_\_\_\_

Calvin Johnson, Superintendent

DATE: \_\_\_\_\_

10/28/15