

COLLECTIVE BARGAINING AGREEMENT BETWEEN
QUEETS-CLEARWATER SCHOOL DISTRICT #20

AND

**PUBLIC SCHOOL EMPLOYEES OF
QUEETS-CLEARWATER**

SEPTEMBER 1, 2023 - AUGUST 31, 2026



Public School Employees of Washington / SEIU Local 1948

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1 **DECLARATION OF PRINCIPLES**

- 2
- 3 1. Participation of employees in the formulation and implementation of personnel policies affecting
- 4 them contributes to effective conduct of school business.
- 5
- 6 2. The efficient administration of the system of public instruction and well-being of employees
- 7 requires that orderly and constructive relationships be maintained between the parties hereto.
- 8
- 9 3. Subject to law and the paramount consideration of service to the public, employee management
- 10 relations should be improved by providing employees an opportunity for greater participation in
- 11 the formulation and implementation of policies and procedures affecting the conditions of their
- 12 employment.
- 13
- 14 4. Effective employee-management cooperation requires a clear statement of the respective rights and
- 15 obligations of the parties hereto.
- 16
- 17 5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration
- 18 of the District and the well-being of the employees within the spirit of the Public Employees
- 19 Collective Bargaining Act, to establish a basic understanding relative to personnel policies,
- 20 practices and procedures, and to provide means for amicable discussion and adjustments of matters
- 21 of mutual interest.
- 22
- 23
- 24

25 **P R E A M B L E**

26

27 This Agreement is made and entered into between Queets-Clearwater School District # 20 (hereinafter

28 "District",) and Public School Employees of Queets-Clearwater, an affiliate of Public School

29 Employees of Washington (hereinafter "Union").

30

31 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations

32 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the

33 parties agree as follows:

34

35

36

37 **A R T I C L E I**

38 **RECOGNITION AND COVERAGE OF AGREEMENT**

39

40

41 **Section 1.1.**

42 The District hereby recognizes the Union as the exclusive representative of all employees in the

43 bargaining unit described in Section 1.3, and the Union recognizes the responsibility of representing

44 the interests of all such employees.

45

46

47

48



1 **Section 1.2.**

2 The District will provide the Union with such amendments, changes, and additions to job descriptions
3 as they may from time to time occur.
4

5 **Section 1.3.**

6 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in
7 the following general job classifications: Secretarial/Clerical, Custodial/Maintenance, Paraeducator,
8 Transportation, and Food Service, except that; the Secretary to the School Board and Superintendent
9 (1) shall be exempt from this Agreement. (Total of one (1) exemption)
10
11

12
13 **ARTICLE II**

14
15 **RIGHTS OF THE EMPLOYER**
16

17 **Section 2.1.**

18 It is agreed that the customary and usual rights, powers, functions, and authority of management are
19 vested in management officials of the District. Included in these rights in accordance with and subject
20 to applicable laws and regulations, is the right to direct the work force, the right to hire, promote,
21 retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take
22 other disciplinary action against employees; and the right to release employees from duties because of
23 lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of
24 the District operation by determining the methods, the means, and the personnel by which operations
25 undertaken by the employees in the unit are to be conducted.
26

27 **Section 2.2.**

28 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
29 District. The District shall give due regard and consideration to the rights of the Union and the
30 obligations imposed by this Agreement.
31
32
33

34 **ARTICLE III**

35
36 **RIGHTS OF EMPLOYEES**
37

38 **Section 3.1.**

39 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
40 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union. The
41 freedom of such employees to assist the Union shall be recognized as extending to participation in the
42 management of the Union, including presentation of the views of the Union to the Board of Directors
43 of the District or any other governmental body, group, or individual.
44

45 **Section 3.2.**

46 Employees of the units subject to this Agreement have the right to have Union representatives present
47 at discussions between themselves and supervisors or other representatives of the District as
48 hereinafter provided.



1 **Section 3.3.**

2 Each employee reserves and retains the right to Union representation as required by law and the terms
3 of this Agreement.
4

5 **Section 3.4.**

6 Neither the District, nor the Union, shall unlawfully 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 disability 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 disabled person or others.
10

11 **Section 3.5. Personnel Files.**

12 Employees shall, upon request, have the right to inspect all contents of their complete personnel file
13 kept within the District. Upon request, a copy of any document contained therein shall be afforded to
14 the employee at the District's expense. No secret personnel file shall be kept anywhere by the District.
15 A separate file for processed grievances shall be kept apart from the employee's personnel file and
16 shall be open for inspection by the employee. Employees shall have the right to request in writing to
17 the District that material be removed from their file after one (1) year from the document date. The
18 District shall comply with the request within (30) calendar days of receipt of any such request.
19 Anyone, at the employee's request, may be present at this personnel file review. No evaluation,
20 correspondence, or other material making any reference to an employee's or former employee's
21 competence, character, or manner, shall be kept or placed in the personnel file without the employee's
22 exclusive right to attach his/her own written comments. The Employee shall acknowledge that he/she
23 has read such material by affixing his/her signature and the date on the actual copy to be filed with the
24 understanding that such signature merely signifies that he/she has read the material to be filed. Such
25 signature does not necessarily indicate agreement with its content. No files shall be shared by the
26 District without authorization from the employee. Personnel files are to be kept in a secure location on
27 the District premises and are not to be taken from the premises unless authorized by the employee.
28
29
30

31 **ARTICLE IV**

32 **RIGHTS OF THE UNION**

33
34
35 **Section 4.1.**

36 The Union shall promptly be notified by the employee of any grievances or disciplinary actions of an
37 employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure
38 Articles contained herein. The Union is entitled to have an observer at hearings conducted by any
39 District official or body arising out of grievance and to make known the Union's views concerning the
40 case, if requested by an employee.
41

42 **Section 4.2.**

43 The District shall provide each employee with a copy of this Agreement to be furnished the District by
44 the Union.
45
46
47
48



1 **Section 4.3.**

2 The names, hire date, work assignments, addresses, and salary information of employees in the
3 bargaining unit will be provided annually on approximately October 1st to the President of the Union.
4 The preceding data for new employees will be provided to the President of the Union upon request.

5
6 **Section 4.4.**

7 Representatives of the Union, upon making their presence known to the District, and with the District
8 Administrator's approval, may have access to the District premises during business hours, provided,
9 that no conferences or meetings between employees and Union representatives will in any way hamper
10 or obstruct the normal flow of work.

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12
13
14 **ARTICLE V**

15 **UNION REPRESENTATION**

16
17
18 **Section 5.1.**

19 The Union may receive and investigate to conclusion complaints or grievances of employees and
20 thereafter advise employees of rights and procedures outlined in this Agreement. They may not,
21 however, continue to advise the employee on courses of action after the employee has indicated a
22 desire not to pursue a grievance. This does not, however, preclude the Union's right to pursue the
23 matter to conclusion. They may consult with the District on complaints without a grievance being
24 made by an individual employee.

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26
27
28 **ARTICLE VI**

29 **HOURS OF WORK**

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31
32 **Section 6.1.**

33 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
34 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an
35 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive
36 days of rest, except that: the District may hire new employees for workweek assignments of less than
37 five (5) consecutive days, commencing in School Year 1985-86.

38
39 **Section 6.2.**

40 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be
41 changed without prior notice to the employee of one (1) calendar week, except in emergency
42 situations. Exception to this section shall be the District General Maintenance/Custodian.

43
44 **Section 6.3.**

45 All employees working more than four (4) consecutive hours shall be granted a lunch period of thirty
46 (30) minutes minimum. A rest period of fifteen (15) minutes shall be granted during each shift of four
47 (4) consecutive hours.



1 **Section 6.4.**

2 Employees required to work through their regular lunch periods will be given time to eat at a time
3 agreed upon by the employee and supervisor. In the event the District requires an employee to forego
4 a lunch period and the employee works the entire shift, including the lunch period, the employee shall
5 be compensated for the foregone lunch period at overtime rates.
6

7 **Section 6.5.**

8 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
9 District will make every reasonable effort to notify each employee to refrain from coming to work.
10 Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of
11 such a closure; provided, however, no employee shall be entitled to any such compensation in the
12 event of actual notification by the District of the closure prior to leaving home for work.
13

14 **Section 6.6.**

15 Recognizing that personnel in the Transportation classification present special shift problems, the
16 parties agree that shifts shall be established in that classification in relation to routes and driving times
17 requisite to fulfilling tasks assigned by the Supervisor of Transportation; provided, however, that
18 employees in the Transportation classification shall be entitled to the benefits of Section 6.3 to the
19 same degree as any other employee; and provided further, that all bus drivers shall receive pay for one-
20 half (½) hour per day for the purpose of bus cleanup and bus warmup in addition to actual hours of
21 driving time. Drivers shall receive a minimum of two (2) hours pay per day worked.
22
23
24

25 **ARTICLE VII**

26 **HOLIDAYS AND VACATIONS**

27
28
29 **Section 7.1. Holidays.**

30 Employees shall receive the following paid holidays that fall within their work year:
31

- | | |
|------------------------------|---------------------------------------|
| 32 1. New Year's Day | 8. Veterans' Day |
| 33 2. Martin Luther King Day | 9. Thanksgiving Day |
| 34 3. Presidents' Day | 10. Day after Thanksgiving |
| 35 4. Memorial Day | 11. Christmas Day |
| 36 5. Juneteenth | 12. Day before or after Christmas Day |
| 37 6. Independence Day | 13. New Year's Eve Day |
| 38 7. Labor Day | |

39
40 **Section 7.1.1. Unworked Holidays.**

41 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect
42 at the time the holiday occurs. Employees who are on the active payroll on the holiday and
43 have worked, or on approved leave, either their last scheduled shift preceding the holiday or
44 their first scheduled shift succeeding the holiday, and are not on leave of absence, shall be
45 eligible for pay for such unworked holiday. An exception to this requirement will occur if
46 employees can furnish proof satisfactory to the District that because of illness they were unable



1 to work on either of such shifts, and the absence previous to such holiday, by reason of such
2 illness, has not been longer than thirty (30) days.
3

4 **Section 7.1.2. Worked Holidays.**

5 Employees who are required to work, at the request of the District Administrator, on the above-
6 described holidays shall receive the pay due them for the holiday, plus one and one-half (1½)
7 times their base rate for all hours worked on such holidays.
8

9 **Section 7.1.3. Holidays During Vacation.**

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

13 **Section 7.2. Vacations.**

14 All annual employees subject to this Agreement shall be credited with hours of vacation credit, based
15 on hours worked during the period July 1 to June 30. Such vacation credit shall be earned, vested and
16 used as designated in this Article.
17

18 **Section 7.2.1.**

19 The vacation credit to which an employee shall be entitled shall be computed in accordance
20 with the following rules:
21

22 **Section 7.2.1.1.**

23 An employee with one (1) year or less of service shall receive five (5) days paid
24 vacation per year.
25

26 **Section 7.2.1.2.**

27 An employee with more than one (1) but less than five (5) years of service shall receive
28 ten (10) days paid vacation per year.
29

30 **Section 7.2.1.3.**

31 An employee with more than five (5) years of service shall be granted fifteen (15) days
32 paid vacation per year.
33

34 **Section 7.2.1.4.**

35 An employee with more than ten (10) years of service shall be granted twenty (20) days
36 paid vacation per year.
37

38 **Section 7.2.2.**

39 Time on layoff and time on authorized leave of absence will be counted as continuous service
40 for the purpose of establishing and retaining eligibility dates.
41

42 **Section 7.2.3.**

43 Except as provided in the following section, any vacation credit currently due an annual
44 employee but unused by the new accrual date each year may be carried over for one (1) year
45 following the accrual date with the approval of the District Administrator. No vacation may be
46 carried over for more than one (1) year beyond the date on which it became due; provided,

1 however, no employee shall be denied accrued vacation benefits due to District employment
2 needs.

6 A R T I C L E V I I I

8 L E A V E S

10 **Section 8.1. Sick Leave.**

12 **Section 8.1.1.**

13 Employees working one hundred eighty (180) days per year shall receive twelve (12) days
14 leave per year without deduction of salary for illness, injury or emergencies, which will be
15 cumulative to a maximum of one hundred eighty (180) days, or the employee's work year,
16 whichever is greater. Employees working less than one hundred eighty (180) days per year
17 shall be prorated accordingly. A physician's statement of illness may be required upon request
18 of the District Superintendent.

20 **Section 8.1.1.1. Sick Leave Attendance Incentive Program.**

- 21 A. In January of the year following any year in which a minimum of sixty (60) days
22 of leave for illness or injury is accrued, and each January thereafter, any eligible
23 employee may exercise an option to receive remuneration for unused leave for
24 illness or injury accumulated in the previous year at a rate equal to one (1) day's
25 monetary compensation of the employee for each four (4) full days of accrued
26 leave for illness or injury in excess of sixty (60) days, except that: days
27 accumulated and vested in excess of one hundred eighty (180) days shall not be
28 eligible for remuneration. Leave for illness or injury for which compensation
29 has been received shall be deducted from accrued leave for illness or injury at
30 the rate of four (4) days for every one (1) day's monetary compensation.
- 31
- 32 B. At the time of separation from school district employment, an eligible employee
33 as defined by RCW 28A.400.210(2) or the employee's estate shall receive
34 remuneration at a rate equal to one (1) day's current monetary compensation for
35 each four (4) full days accrued leave for illness or injury to a maximum of forty-
36 five (45) days of remuneration.

38 **Section 8.1.2.**

39 In the event employees are absent for reasons which are covered by Industrial Insurance, the
40 District shall pay the employee an amount equal to the difference between the amount paid the
41 employee by the District designated carrier/consortium and the amount the employee would
42 normally earn. A deduction shall be made from the employee's accumulated sick leave in
43 accordance with the amount paid to the employee by the District.

45 **Section 8.1.3. Emergency Leave.**

46 Up to three (3) days of this leave may be used in each calendar year subject to the following
47 rules:

- 1 A. Emergency leave may be used when both of the following conditions exist:
2
3 1. The problem must have been suddenly precipitated and be of such a nature that pre-
4 planning is not possible or could not relieve the necessity for the employee's
5 absence.
6 2. The problem cannot be of minor importance or of mere convenience, but must be of
7 a serious nature. The seriousness of the nature shall be determined by the
8 Superintendent or designated representative. An employee may appeal this decision
9 through the provisions of Article XV herein.
10
11 B. Limits to the use of emergency leave:
12
13 1. Emergency leave shall not be available if other leaves apply to the situation.
14
15 2. Emergency leave will not be granted for reasons associated with earning extra
16 compensation.
17
18 C. Requests for emergency leave:
19
20 1. A written application for emergency leave should be presented to the central office
21 in advance, if possible, but in no case later than the day the employee returns to
22 work. All means shall be taken to notify the Superintendent when emergency leave
23 is required.
24
25 D. Emergency leave used will be deducted from accumulated sick leave.
26

27 **Section 8.1.4.**

28 Classified employees may participate in the Queets Clearwater School District Leave Sharing
29 Program as regulated by state law. This section will be implemented consistent with RCW
30 28A.400.380, RCW 41.04.650 through .655 and the relevant regulations of Chapter 392-126
31 WAC.
32

- 33 1. Employees are guaranteed the right to donate accrued sick and/or personal leave to
34 come to the aid of another employee (in any bargaining group) who is suffering from an
35 extraordinary or severe illness, including pregnancy and pregnancy-related disability,
36 injury, impairment or physical or mental condition which has caused or is likely to
37 cause, the employee to take leave without pay or terminate his or her employment.
38
39 2. An employee who has an accrued sick leave balance of more than twenty-two (22) days
40 is allowed to transfer sick leave to another employee as specified herein.
41
42 3. Employees cannot donate sick leave days that would result in his/her sick leave account
43 going below twenty-two (22) days.
44
45 4. Sick leave includes leave accrued pursuant to the RCW's with compensation for illness,
46 injury, and emergencies.
47

- 1 5. While an employee is on leave transferred under this section, he/she shall be classified
2 as an employee and receive the same treatment in respect to salary, wages, and
3 employee benefits as the employee would normally receive if using accrued sick leave.
4

5 **Section 8.2. Leave For Family Illness And Bereavement.**

6 Each employee shall be entitled to a maximum of five (5) days leave with pay for absence caused by
7 death or serious illness to an employee's child, spouse, parent, step-parent, grandparent, grandchild,
8 sibling, or parent-in-law, except that: employees responsible for minor children (under the age of 18
9 years) shall be allowed leave for their serious illness, pursuant to RCW 49.12 and applicable WAC's.
10 Such family illness leave shall be deducted from sick leave. Such bereavement leave shall not be
11 deducted from sick leave. Bereavement leave is noncumulative.
12

13 **Section 8.3. Personal Leave.**

14 Each employee shall be entitled to two (2) days personal leave per year. Personal leave is neither sick
15 leave nor bereavement leave and is noncumulative. An employee's day of personal leave shall be the
16 employee's regular hours of the assigned work day.
17

18 **Section 8.4. Maternity Leave.**

19 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at
20 such time as the employee, and her medical advisor, deem necessary. Employees granted maternity
21 leave must return to work not later than one (1) year following the granting of the maternity leave.
22 Employees granted maternity leave may, at their option, be allowed compensation for the period of
23 temporary disability in accordance with Section 8.1.1 above. Before returning to work, the employee
24 must be certified by her physician as ready and able to return.
25

26 **Section 8.5. Parental Leave.**

27 Employees, upon request, shall be granted one (1) day's leave, on or about the date of the birth or
28 adoption of a child. Such leave shall be deducted from that accumulated pursuant to Section 8.1.1
29 above. Additional parental leave benefits shall be granted in accordance with applicable law.
30

31 **Section 8.6. Judicial Leave.**

32 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
33 as a codefendant with the District, such employee shall receive a normal day's pay for each day of
34 required presence in court; provided, however, that any compensation received for such service shall
35 be paid to the District. Such repayment shall not exceed the employee's normal daily pay less bona
36 fide expenses. In the event that an employee is a party in a court action, such employee may request a
37 leave of absence.
38

39 **Section 8.7. Leave Of Absence.**

40
41 **Section 8.7.1.**

42 Upon recommendation of the immediate supervisor, District Administrator, and upon approval
43 of the Board of Directors, an employee may be granted a leave of absence for a period not to
44 exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1)
45 additional year may be granted.
46

1 **Section 8.7.2.**

2 The returning employee shall be assigned to a similar position occupied before the leave of
3 absence, provided a vacancy exists.
4

5 **Section 8.7.3.**

6 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
7 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
8 the employee is on leave of absence; provided, however, that if such leave is approved for
9 extended illness or injury, seniority shall accrue.
10

11 **Section 8.8. Washington Paid Family and Medical Leave (PFML) and FMLA.**

12 Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by
13 law:

- 14 • The District shall annually notify employees about the benefits available under PFML.
- 15 • Employees will be required to file a claim for PFML benefits with the Employment Security
16 Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/>
17 all payments will come from the ESD.
- 18 • To qualify for PFML, employees must work no less than eight hundred and twenty (820) hours
19 in employment in Washington State during the qualifying period Employment Security will
20 determine the employee’s eligibility and benefit.
- 21 • The district and employees shall pay premium costs as per state law RCW 50A.15.020.
22
23
24

25 **ARTICLE IX**

26 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

27 **Section 9.1.**

28 The seniority of an employee within the bargaining unit shall be established as of the date on which the
29 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be
30 lost as hereinafter provided.
31
32
33

34 **Section 9.2.**

35 Each new hire shall remain in a probationary status for a period of not more than sixty (60) working
36 days following the hire date. During this probationary period the District may discharge such
37 employee at its pleasure. During this period the District Administrator will observe the work of the
38 employee and at the end of the probationary period confer with the new employee and discuss a
39 written evaluation of work performance to that time.
40

41 **Section 9.3.**

42 Upon completion of the probationary period, the employee will be subject to all rights and duties
43 contained in this Agreement retroactive to the hire date.
44
45
46
47



1 **Section 9.4.**

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

- 3
- 4 A. Resignation;
- 5 B. Discharge for justifiable cause;
- 6 C. Retirement; or
- 7 D. Change in job classification within the bargaining unit, as hereinafter provided.

8

9 **Section 9.5.**

- 10
- 11 A. Seniority rights shall not be lost for the following reasons, without limitation:
- 12 B. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 13 C. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
- 14 United States; or
- 15 D. Time spent on other authorized leaves.

16

17 **Section 9.6.**

18 Seniority rights shall be effective within the general job classification. As used in this Agreement,

19 general job classifications are those set forth in Article I, Section 1.3.

20

21 **Section 9.7.**

22 The employee with the earliest hire date shall have preferential rights regarding shift selection,

23 vacation periods, and layoffs when ability and performance are substantially equal with junior

24 employees. If the District determines that seniority rights should not govern because a junior

25 employee possesses ability and performance substantially greater than a senior employee or senior

26 employees, the District shall set forth in writing to the employee or employees and the organization's

27 grievance committee chairman its reasons why the senior employee or employees have been bypassed.

28

29 **Section 9.8.**

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

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

32 date and a new classification.

33

34 **Section 9.9.**

35 The District shall publicize within the bargaining unit for five (5) working days the availability of open

36 positions as soon as possible after the District is apprised of the opening.

37

38 **Section 9.10.**

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

40 District according to layoff ranking. Such employees are to have priority in filling an opening in the

41 classification held immediately prior to layoff. Names shall remain on the reemployment list for

42 fifteen (15) months.

43

44 **Section 9.11.**

45 Employees on layoff status shall file their addresses in writing with the personnel office of the District

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



1 **Section 9.12.**

2 An employee shall forfeit rights to reemployment as provided in Section 9.10 if the employee does not
3 comply with the requirements of Section 9.11, or if the employee does not respond to the offer of
4 reemployment within ten (10) days.

5
6 **Section 9.13.**

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

10
11
12
13 **ARTICLE X**

14
15 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

16
17 **Section 10.1.**

18 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
19 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
20 If the District has reason to reprimand an employee, it shall be done in a manner which will not
21 embarrass the employee before other employees or the public.

22
23 **Section 10.2. Notification To Non-Annual Employees.**

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

26
27 **Section 10.2.1.**

28 Should the District decide to lay off any non-annual employee, the employee shall be so
29 notified in writing prior to the layoff.

30
31 **Section 10.2.2.**

32 Nothing contained herein shall be construed to prevent the District from discharging an
33 employee for acts of misconduct occurring after the expiration of the school year.

34
35 **Section 10.2.3.**

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

38
39 **Section 10.3.**

40 Except in extraordinary cases, and as otherwise provided in this Article, the District will give
41 employees two (2) week’s notice of intention to discharge.

42
43 **Section 10.4. Performance Evaluation: Standard For Evaluation.**

44 An annual evaluation shall be made only upon a review of employee performance of duties specified in
45 the latest job description on file with the District and the P.S.E. Chapter President. Job descriptions
46 will be reviewed annually except that job description reviews may occur during the remainder of the
47 year when unforeseen assignment changes, personnel changes, or new positions alter the definition of a



1 job. No employee will be evaluated on a changed job description until a minimum of sixty (60) days
2 have elapsed since a revised description was given the employee and Chapter President. Any formal
3 evaluation completed during the interim sixty (60) day period shall be predicated upon the original job
4 description.

5
6 **Section 10.4.1. Evaluation Criteria.**

7 The following criteria will be used in the evaluation:

- 8
9 A. What does the employee do? (job description)
10 B. How much does the employee do? (quantity)
11 C. How well is the work done? (quality)
12 D. How much does the employee know about the job? (knowledge)
13 E. What goals should the employee strive toward in the coming evaluation period.
14 (growth)

15
16 **Section 10.4.2.**

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

- 20
21 A. Exactly what or how much shall be done. (quantity)
22 B. Exactly what is expected. (quality)
23 C. Exactly what the employee must learn - including a commitment of District resources to
24 teach the job (where applicable). (knowledge)
25 D. Who will monitor progress.
26 E. What will happen:
27 1. If goals are met.
28 2. If goals are not met.
29 F. When the employee will be re-evaluated (date certain) for compliance: A through E,
30 this section.

31
32 **Section 10.4.3. Evaluation Conference.**

33 The evaluation will be presented to the employee at a conference with the immediate
34 supervisor. The employee and the supervisor will sign and date the evaluation; in so doing the
35 employee does not signify agreement with the substance of the evaluation. The employee's
36 signature shall signify that only the employee has read the evaluation. The employee may,
37 within fifteen (15) days of the evaluation conference, file a written rebuttal to the contested
38 evaluation. Such rebuttal shall be maintained in the personnel folder as an attachment to the
39 evaluation.

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ARTICLE XI

INSURANCE AND RETIREMENT

Section 11.1.

The District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB.

ARTICLE XII

VOCATIONAL TRAINING

Section 12.1.

It is mutually agreed that the Union and the District will cooperate in developing and/or recommending in-service programs needed by the District and the Union members.

It is understood that employees requested to attend special classes will do so at District expense.

ARTICLE XIII

MAINTENANCE OF MEMBERSHIP AND CHECKOFF

Section 13.1.

The District will notify the Union of all new hires within ten (10) working days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

Section 13.2. Authorization and Revocations.

The District shall deduct PSE dues or voluntary political contributions (COPE) from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis. Monthly transmissions to the PSE Membership Department will include: an electronic list of all represented employees, deduction amounts per employee, and any changes to employment for all covered bargaining members.

Any employee who has executed a Dues Deduction/Checkoff Authorization form may revoke authorization for those payments pursuant to the terms of the Union's Dues Deduction/Checkoff Authorization form. The district will refer employees that request to terminate union dues to the PSE Membership Department: PO Box 798, Auburn, WA 98071.

Section 13.3. Bargaining Unit Lists.

On the first business day of October, February, and June of each year during the term of this Agreement, the District shall provide the Union (membership@pseofwa.org) with the most up to date information regarding each employee in the bargaining unit. Such information shall include

1 employee's full name, date of hire, cell phone number, work number, personal email address, work
2 email address, mailing address, employee job title(s), annual salary, and rate of pay.

3
4 **Section 13.4. Hold Harmless.**

5 The Association agrees to defend and hold the District harmless against any legal action brought
6 against the District in reference to valid membership.
7
8
9

10 **ARTICLE XIV**
11
12 **GRIEVANCE PROCEDURE**
13

14 **Section 14.1.**

15 Grievances or complaints arising between the District and its employees within the bargaining units
16 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
17 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.
18

19 **Section 14.2. Grievance Steps.**
20

21 **Section 14.2.1.**

22 The employee shall first discuss the grievance with the District Administrator. All grievances
23 not brought to the District Administrator in accordance with the preceding sentence within
24 thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further
25 processing. At any point during the grievance procedure, the aggrieved may file a written
26 notice to the District Administrator terminating the grievance.
27

28 **Section 14.2.2.**

29 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
30 subsection within ten (10) working days, the employee shall reduce to writing a statement of
31 the grievance containing the following:
32

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

37 The employee shall submit the written statement of grievance to the District Administrator for
38 reconsideration not later than ten (10) working days following the discussion specified in
39 Section 14.2.1. If the employee wishes, the employee may be accompanied by a Union
40 representative at this and subsequent discussions or meetings. The parties will have ten (10)
41 working days from submission of the written statement of grievance to resolve it. A written
42 statement indicating the disposition of the grievance shall be furnished the aggrieved. If an
43 agreeable disposition has been made, the aggrieved party shall terminate the grievance in
44 writing within ten (10) working days.
45
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1 **Section 14.2.3.**

2 If no settlement has been reached within the ten (10) working days referred to in the preceding
3 subsection, and the Union believes the grievance to be valid, the employee may request the
4 grievance be referred to the District Board of Directors, which shall render a decision regarding
5 the disposition of the grievance within thirty (30) days after such referral.
6

7 **Section 14.2.4.**

8 If no settlement has been reached within the thirty (30) days referred to in the preceding
9 subsection, and the Union believes the grievance to be valid, the employee may demand
10 arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the
11 interpretation or the application of this Agreement shall then be submitted to arbitration under
12 the regulations of the Public Employment Relations Commission. The arbitrator shall be a staff
13 member and shall render a decision within thirty (30) days of the completion of the hearing,
14 unless such time is extended by the agreement of the parties. The parties further agree to
15 accept the arbitrator's award as final and binding.
16

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18
19 **ARTICLE XV**

20
21 **SALARIES AND EMPLOYEE COMPENSATION**

22
23 **Section 15.1.**

24 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
25 worked, as assigned by the Superintendent.
26

27 **Section 15.2.**

28 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.
29

30 **Section 15.3.**

31 Any employee required to travel from one site to another in a private vehicle during working hours
32 shall be reimbursed for such travel on a per-mile basis at the rate established by District policy to
33 compensate all District employees, or the Washington State level of reimbursement, whichever is
34 greater.
35

36 **Section 15.4.**

37 Employees required to remain overnight on District business shall be reimbursed for room and board
38 expenditures.
39

40 **Section 15.5.**

41 Travel expense vouchers must be filed with the office before travel begins.
42

43 **Section 15.6.**

44 Salaries for employees subject to this Agreement, during the term of this Agreement are contained in
45 Schedule A, attached hereto and by this reference incorporated herein.
46
47



1 **Section 15.7.**

2 All bus trips other than regular daily scheduled bus runs shall be compensated at the employee's
3 regular hourly rate for all driving time and one-half (½) the employee's regular hourly rate for all non-
4 driving, standby time; provided, however, that bus drivers shall be subject to the provisions relative to
5 overtime hereinafter provided.

6
7 **Section 15.8. Overtime.**

8 In the assignment of overtime, the District agrees to provide the employee with as much advance
9 notice as practicable in the circumstances.

10
11 **Section 15.8.1.**

12 All hours worked in excess of eight (8) hours per day and/or forty (40) hours per week shall be
13 compensated at the rate of one and one-half (1½) times the employee's regular hourly rate.

14
15 **Section 15.8.2.**

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

18
19 **Section 15.9.**

20 Employees working less than twelve (12) months during the period September-August shall have the
21 option of being paid in ten (10) or twelve (12) equal payments, to include all compensable items,
22 except: overtime; which shall be paid the month following the worked overtime, subject to the cutoff
23 date for payroll preparation. Employees requesting twelve (12) equal payments shall make such
24 request in writing, to the District Office, not later than September 20th of each school year. All other
25 such employees shall be paid in ten (10) equal payments.

26
27 **Section 15.10.**

28 Required DOT physical examinations will be paid or reimbursed by the District, provided that the
29 employee goes to the District appointed doctor. The DOT physical Examiners must be on the National
30 Registry of Certified Medical Examiners as per OSPI.

31
32 **Section 15.11.**

33 For the 2023-24 school year Schedule A shall be attached hereto. For the 2024-25 and 2025-26 school
34 years, Schedule A shall be increased by the implicit price deflator (IPD).

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37
38 **ARTICLE XVI**

39
40 **TERM AND SEPARABILITY OF PROVISIONS**

41
42 **Section 16.1.**

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

44
45 **Section 16.2.**

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



1 **Section 16.3.**

2 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
3 parties in writing; provided, however, that this Agreement shall be reopened as necessary to consider
4 the impact of any legislation enacted following execution of this Agreement which may arguably affect
5 the terms and conditions herein or create authority to alter personnel practices in public employment.
6

7 **Section 16.4.**

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

11 **Section 16.5.**

12 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
13 State or Federal statutes or regulations promulgated pursuant thereto.
14

15 **Section 16.6.**

16 In the event either of the two (2) previous sections is determined to apply to any provision of this
17 Agreement, such provision shall be renegotiated pursuant to Section 16.3.
18
19
20

21 **SIGNATURE PAGE**

22
23
24
25 PUBLIC SCHOOL EMPLOYEES
26 OF WASHINGTON / SEIU Local 1948
27

28 QUEETS-CLEARWATER CHAPTER
29

30 QUEETS-CLEARWATER
31 SCHOOL DISTRICT #20

32
33 BY: Laura Obi-Sansom
34 Laura Obi-Sansom, Chapter President
35

36
37 BY: Melvyn Houtz
38 Melvyn Houtz, Superintendent
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DATE: 6/27/23

DATE: 6/27/23



SCHEDULE A

Queets-Clearwater School District

September 1, 2023 - August 31, 2024

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	Base	5 Years	10 Years	15 Years	20 Years
Bus Driver	\$24.29	\$24.56	\$24.84	\$25.11	\$25.39
Paraeducator	\$20.20	\$20.47	\$20.74	\$21.02	\$21.29
Head Cook	\$20.20	\$20.47	\$20.74	\$21.02	\$21.29
Assistant Cook	\$18.81	\$19.08	\$19.35	\$19.63	\$19.90
Maintenance	\$24.29	\$24.56	\$24.84	\$25.11	\$25.39
Custodian	\$20.20	\$20.47	\$20.74	\$21.02	\$21.29
Van Driver	\$16.42	\$16.69	\$16.95	\$17.23	\$17.50

Food Service employees completing the American School Food Service Association or OSPI certification requirements will receive an additional \$0.50 per hour.



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SCHEDULE A
Queets Clearwater School District
September 1, 2024 - August 31, 2025

	Base	5 Years	10 Years	15 Years	20 Years
Bus Driver	\$25.19	\$25.47	\$25.76	\$26.04	\$26.33
Van Driver	\$17.03	\$17.31	\$17.58	\$17.87	\$18.15
Paraeducator	\$20.95	\$21.23	\$21.51	\$21.80	\$22.08
Head Cook	\$20.95	\$21.23	\$21.51	\$21.80	\$22.08
Assistant Cook	\$19.51	\$19.79	\$20.07	\$20.36	\$20.64
Maintenance	\$25.19	\$25.47	\$25.76	\$26.04	\$26.33
Custodian	\$20.95	\$21.23	\$21.51	\$21.80	\$22.08

Food Service employees completing the American School Food Service Association or OSPI certification requirements will receive an additional \$ 0.50 per hour.

