

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**QUILLAYUTE VALLEY SCHOOL DISTRICT**

**AND**

**PUBLIC SCHOOL EMPLOYEES OF QUILLAYUTE VALLEY**

**SEPTEMBER 1, 2024 - AUGUST 31, 2027**



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# **TABLE OF CONTENTS**

	<u>Page</u>
DECLARATION OF PRINCIPLES	1
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE I I RIGHTS OF THE EMPLOYER	2
ARTICLE I I I RIGHTS OF EMPLOYEES	2
ARTICLE I V RIGHTS OF THE UNION	3
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	5
ARTICLE V I UNION REPRESENTATIVE	5
ARTICLE V I I HOURS OF WORK AND OVERTIME	6
ARTICLE V I I I HOLIDAYS AND VACATIONS	10
ARTICLE IX SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE	12
ARTICLE X PROBATION, SENIORITY AND LAYOFF PROCEDURES	17
ARTICLE X I DISCIPLINE AND DISCHARGE OF EMPLOYEES	19
ARTICLE XII INSURANCE AND RETIREMENT	19
ARTICLE XIII UNION MEMBERSHIP AND CHECKOFF	21
ARTICLE X I V GRIEVANCE PROCEDURE	23
ARTICLE X V EMPLOYEE COMPENSATION AND WORKING CONDITIONS	25
ARTICLE XVI DRUG AND ALCOHOL TESTING	27
ARTICLE XVII TERM AND SEPARABILITY OF PROVISIONS	28
SIGNATURE PAGE	29
SCHEDULE A (2024 – 2025)	30
SCHEDULE A (2025 – 2026)	31
SCHEDULE A (2026 – 2027)	32

# DECLARATION OF PRINCIPLES

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 Quillayute Valley School District Number 402 (hereinafter "District") and Public School Employees of Quillayute Valley School District (hereinafter "Union"). Public School Employees of Quillayute Valley School District is an affiliate of Public School Employees of Washington.

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

#### **Section 1.2.**

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

#### **Section 1.3. Job Descriptions.**

Job descriptions for all classifications covered under this Agreement will be provided within thirty (30) calendar days to the President of the Union upon receipt of a written request from the President of the Union by the Superintendent. Any revised job descriptions shall be provided to the Union President within thirty (30) days of any such revision.

#### **Section 1.4. Recognition Clause.**

The bargaining unit to which this Agreement is applicable shall consist of all regularly employed classified employees in the Bus Driver and Bus Mechanic/Service classification, except as limited by Section 1.2 above.

1 **Section 1.5. Substitute Employees.**

2 Substitute employees who work longer than thirty (30) consecutive days in the previous twelve (12)  
3 months in a general job classification shall be subject to all terms and conditions of this Agreement  
4 with the exception of Article VIII, Article IX, Article X, Article XI and Article XII. It is further  
5 agreed and understood that Substitute Bus Drivers, regardless of bargaining unit status or previous  
6 status as a regular route driver shall not be considered "Eligible Drivers" for activity and field trips  
7 under the terms of Section 7.2.  
8

9 **Section 1.6. Definition of Employees.**

10 For the purpose of this Agreement, the term "regular employee" shall mean any full-time or less than  
11 full-time employee who is given a job assignment of sixty (60) consecutive workdays or more. The  
12 District may request exceptions to this provision through written request of the Union President.  
13  
14  
15

16 **ARTICLE II**

17 **RIGHTS OF THE EMPLOYER**  
18  
19

20 **Section 2.1.**

21 It is agreed that the statutory, customary and usual rights, powers, functions, and authority of  
22 management are vested in management officials of the District. Included in these rights in accordance  
23 with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to  
24 direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the  
25 right to suspend, discharge, demote, or take other disciplinary action against employees; and the right  
26 to release employees from duties because of lack of work or for other legitimate reasons. The District  
27 shall retain the right to maintain efficiency of the District operation by determining the methods, the  
28 means, and the personnel by which operations undertaken by the employees in the unit are to be  
29 conducted.  
30

31 **Section 2.2.**

32 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
33 District. In making rules and regulations relating to personnel policies, procedures and practices, and  
34 matters of working conditions, the District shall give due regard and consideration to the rights of the  
35 Union and the employees and to the obligations imposed by this Agreement.  
36  
37  
38

39 **ARTICLE III**

40 **RIGHTS OF EMPLOYEES**  
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42

43 **Section 3.1.**

44 It is agreed that all employees subject to this Agreement shall have and shall be protected in the  
45 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union,  
46 providing that the exercise of such rights does not interfere with the performance of assigned duties of  
47 employees of the District. The freedom of such employees to assist the Union shall be recognized as  
48

1 extending to participation in the management of the Union, including presentation of the views of the  
2 Union.

3  
4 **Section 3.2. Personal Concerns.**

5 Each employee shall have the right to bring matters of personal concern to the attention of appropriate  
6 officials of the District, provided that the employee first must follow the prescribed grievance  
7 procedure.

8  
9 **Section 3.3. Union Representation.**

10 Employees of the unit subject to this Agreement have the right to have Union representatives or other  
11 Union members present at discussions between themselves and supervisors, or other representatives of  
12 the District as hereinafter provided.

13  
14 **Section 3.4. Anti-Discrimination.**

15 Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement  
16 on the basis of race, creed, color, national origin, age, honorably-discharged veteran or military status,  
17 sex, sexual orientation, marital status, or qualified individuals with disabilities.

18  
19 **Section 3.5. Personnel File.**

20 There shall be only one (1) official personnel file for each employee. Said file shall be kept in the  
21 District Office. Each employee shall have the right upon request, and after making an appointment for  
22 that purpose with the personnel administrator, to review the contents of his/her official personnel file.  
23 The review shall be made in the presence of an administrator designated by the District. During the  
24 review employees shall be allowed to copy any material therein and shall be permitted to make a  
25 written inventory of material there, and, on request, have such inventory signed and dated by a  
26 representative of the District. Employees shall have the right to attach comments or a statement to any  
27 material placed in the personnel file.

28  
29 **Section 3.6. Evaluations.**

30 All performance evaluations reflecting a “needs improvement” or “unsatisfactory” or equivalent  
31 terminology rating in one or more categories shall state specific reasons for the rating, remedial action  
32 necessary by the employee to improve performance and specific remedial training as deemed necessary  
33 by the District.

34  
35  
36  
37 **ARTICLE IV**

38  
39 **RIGHTS OF THE UNION**

40  
41 **Section 4.1.**

42 The Union is entitled to have a representative at hearings conducted by any District official or body  
43 arising out of grievance and to make known the Union's views concerning the case.

44  
45 **Section 4.2. New Employee Orientation.**

46 The District, as part of the general orientation of each new employee within the unit subject to this  
47 Agreement, shall provide such employee with a copy of this Agreement to be furnished the District by  
48 the Union.

1 The Employer will provide PSE at least ten (10) days' notice before any scheduled New Employee  
2 Orientation, and within 48 hours in advance of the orientation will provide an electronic list of  
3 expected participants.

4  
5 The Employer will provide PSE no less than thirty (30) minutes to make a presentation at the  
6 beginning of each New Employee Orientation. Employer representatives shall not be present during  
7 PSE's presentation. PSE shall have the right to distribute materials, such as PSE new hire packets, at  
8 the Orientation. If the meeting is conducted virtually, the Employer will provide PSE with a current  
9 personal email and phone number to reach each new hire, consistent with the New Hire Notification  
10 section below.

#### 11 **Section 4.3. Union Release Time.**

12  
13 The President of the Union and designated representatives may be provided time off without loss of  
14 pay to a maximum of ten (10) days per year total to attend regional or State meetings when the purpose  
15 of those meetings is in the best interests of the District as determined by the District administration.  
16

#### 17 **Section 4.4. PSE State Representatives.**

18  
19 Representatives of the Union, upon making their presence known to the District, shall have access to  
20 the District premises during business hours, provided, that no conferences or meetings between  
21 employees and Union representatives will in any way hamper or obstruct the normal flow of work.  
22

#### 23 **Section 4.5. Bulletin Boards.**

24 The District shall provide a bulletin board space in an appropriate place for the use of the Union. The  
25 bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be  
26 signed by the Union official responsible for its posting. Unsigned notices or bulletins may not be  
27 posted. There shall be no other distribution or posting by employees or the Union of pamphlets,  
28 advertising, political matters, notices of any kind, or literature on District property, other than herein  
29 provided.  
30

##### 31 **Section 4.5.1. Removal of Bulletin Board Notices.**

32 The responsibility for the prompt removal of notices from the bulletin boards after they have  
33 served their purpose shall rest with the individual who posted such notices.  
34

#### 35 **Section 4.6. Requests for Disclosure.**

36 Public records requests for documents containing sensitive personal information about specific  
37 employees shall be handled in accordance with applicable state laws and District policies and  
38 procedures. The District will attempt to determine if the employee has consented to the request, and if  
39 not, the District will make a reasonable attempt to provide the employee five (5) business days' notice  
40 prior to disclosing documents that the District concludes are subject to disclosure. The District will  
41 notify PSE in advance of disclosure of any public records, pursuant to a public records request, that  
42 include lists of employees, employee contact information, employee schedules, employee affiliations,  
43 personnel evaluations, or employee financial information. This section does not waive the District's  
44 immunity under RCW 42.56.060 and does not create a personal contractual claim for wrongful  
45 disclosure for failure to provide such notice.  
46  
47  
48

## ARTICLE V

### APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

#### **Section 5.1.**

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Union are employee benefits, hours, wages, grievance procedures, working conditions, and/or changes in these subjects.

#### **Section 5.2.**

It is further recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss or consult regarding matters concerning working conditions not covered by this Agreement.

#### **Section 5.3.**

The Union will, from time to time, as appropriate, be advised of current and predicted workload information. A grievance of this section shall end at step 2 of the grievance procedure.

## ARTICLE VI

### UNION REPRESENTATIVE

#### **Section 6.1.**

The Union representatives shall represent the Union and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints.

#### **Section 6.2. Conference Committee.**

The Union will designate a Conference Committee of three (3) members who will meet with the Superintendent of the District and the Superintendent's representatives on a mutually agreeable regular basis to discuss appropriate matters.

#### **Section 6.3. Union Release for Disciplinary Hearings.**

Union representatives shall be excused to meet at the request of District officials, participate in hearings and disciplinary actions when they cannot be scheduled outside the employee's normal work hours.

#### **Section 6.4. Diversity, Equity and Inclusion.**

Members of the Bargaining Unit will attend the District required cultural competency, diversity, equity and inclusion training as required by Senate Bill 5044 (7.5 hours in 2021-22, 7.5 hours in 2022-23 and every other year thereafter). The Bargaining Unit will be an integral part in promoting a workplace where each employee is a part of a just work environment where the value of diversity, inclusivity and equity are understood and advanced. The Conference Committee established in Section 6.2 will elect one member (of either the Conference Committee or a member of the bargaining unit) to represent the

1 bargaining unit on the district-wide Diversity, Equity and Inclusivity (DEI) Committee established by  
2 the superintendent. The district-wide DEI Committee will provide input on existing policies and  
3 procedures which pertain to diversity, equity and inclusivity, as well a planning for professional  
4 development. Any required professional development or participation on committees will be on paid  
5 time for all Bargaining Unit members.  
6  
7  
8

## 9 ARTICLE VII

### 10 HOURS OF WORK AND OVERTIME

#### 11 **Section 7.1. Work Shift.**

12 Each employee shall be assigned to a definite and regular shift and workweek, which shall include any  
13 required cleanup, warm-up, preparation, or wrap up duties and which shall not be changed without  
14 prior notice to the employee of three (3) working days, provided that the employee may waive such  
15 notice. During emergencies, when a job cannot be completed during regular shift, shifts may be  
16 temporarily altered. For purposes of computing a driver's workweek, Thursday morning shall be used  
17 as the beginning of the week.  
18  
19  
20

##### 21 **Section 7.1.1. Special Education Drivers.**

22 The special education driver shall be called at least forty-five (45) minutes prior to the first  
23 regular run if a change in hours of work is made for a specific day. Failure to make such a call  
24 within the time limit shall allow the employee to work no less than the hours of the regularly  
25 scheduled shift.  
26

##### 27 **Section 7.1.2. Pre Trip Duties.**

28 Bus Drivers shall be paid for at least thirty (30) minutes per day for the purposes of bus warm-  
29 up, inspection, cleaning, etc. Each extra trip shall be provided an additional thirty (30) minutes  
30 for pre-trip duties except when driving their same bus that had been previously pre-tripped that  
31 same day, for which they were the last to drive, shall be paid an additional fifteen (15) minutes  
32 for pre-trip.  
33

#### 34 **Section 7.2. Eligible Drivers.**

35 For the sole purpose of assigning student activity and other special transportation trips, the District  
36 shall proceed by compiling a list of eligible drivers arranged in descending order by the hire date of  
37 each. ("Eligible drivers" is defined as those employees who are assigned a regular to and from bus  
38 route and those employees specified in Section 7.2.1.2.) Each eligible driver will inform the Director  
39 of Transportation of their desire to remain on the eligibility list by the first school day of each year.  
40

41 Assignment of activity and field trips shall be made by the District from this eligibility list on a  
42 rotating basis, provided that:  
43

- 44 A. An employee loses his eligibility for a particular trip if such trip will place him in an overtime  
45 situation and there are other eligible employees.  
46



- B. The first eligible employee has the option of refusing the assignment and losing his eligibility for that turn on the list, except that such employee may not exercise this right if no other eligible employee is willing to take the assignment.
- C. A driver determined to be ineligible for a trip shall be bypassed in the assignment, but kept at the top of the roster for the next trip. The question of eligibility shall be determined by the supervisor of transportation on the basis of technical and physical qualifications of the driver available when the name is placed on the roster.
- D. If a trip is canceled after having been assigned to a driver, the driver's name will remain in the same spot on the roster held prior to the assignment unless the driver had turned down the trip, in which case he/she would go to the bottom of the rotation.
- E. An eligible driver may be added to the bottom of the roster at any time.
- F. No eligible driver may be withdrawn from the roster without the permission of the Director of Transportation.
- G. The District reserves the right to hire substitute employees when no eligible driver meets the selection criteria listed above or one is not available.
- H. This section shall cover all assignments of trips involving more than fourteen (14) students. Trips involving more than fourteen (14) students shall be taken by an eligible bus driver. Exceptions to this rule may be made by prior notification and prior mutual agreement only. The mode of transportation for trips involving fourteen (14) or less students is at the discretion of the District.
- I. Student transportation for the Carpentry, Auto Technology, Alternative School programs and baseball/softball team practice trips to Beaver may be carried out by non-bargaining unit individuals for runs and/or trips which are shorter than fifty (50) miles (each way) from the point of origin.

#### **Section 7.2.1. Non-Overnight Trips.**

On non-overnight trips, drivers will be paid their regular rate of pay for all hours from time of the trip's beginning to end with the exception of one (1) thirty (30) minute unpaid meal break per five (5) hours worked. However, this unpaid meal break may be waived at the request of the employee, and at the approval of the Transportation Supervisor if there are challenges in accessing food or finding a suitable location to take the break.

Whenever a non-overnight trip will encompass in excess of sixteen (16) hours, at the discretion of the Transportation Supervisor, the District may provide hotel/motel accommodations for the driver to rest/sleep/eat while the passengers are occupied by the event; provided, however, that no more than twenty-five percent (25%) of the total trip time shall be unpaid time.

#### **Section 7.2.1.1. Compensation.**

All compensated hours on any such trips shall be subject to the terms of Section 7.3.

1                   **Section 7.2.1.2. Extra Trip Roster.**

2                   A Bus Driver, who has been assigned a regular to and from bus route for up to two  
3                   years immediately preceding a layoff, shall have the right to remain on the extra trip  
4                   roster specified in Section 7.2 of the Agreement for up to eighteen (18) months. Such  
5                   employees shall be paid their regular hourly rate in effect at the time of layoff.  
6

7                   **Section 7.2.2. Overnight Trips.**

8                   On overnight trips, the driver shall be compensated for all of their behind-the-wheel driving  
9                   and duty time with these exceptions:  
10

- 11                   ○ an unpaid meal break of thirty (30) minutes for every five (5) hours worked;
- 12                   ○ a minimum of six (6) hours of uninterrupted, duty-free time for sleeping;
- 13                   ○ time spent for meals at the start of each day.  
14

15                   In the event that the final day of an overnight trip should, in the judgment of the Transportation  
16                   Supervisor, encompass more than sixteen (16) hours (from first duty call to return), then the  
17                   District shall provide hotel/motel accommodations for the driver to rest/sleep/eat while the  
18                   passengers are occupied by the event; provided, however, that no more than twenty-five  
19                   percent (25%) of the hours between the first duty call and time of return on the last day of the  
20                   trip shall be unpaid time. Under any circumstances, the driver shall receive no less than eight  
21                   (8) hours compensation on the last day of an overnight trip.  
22

23                   For overnight trips duty time is defined as non-driving time during an activity or field trip when  
24                   the vehicle is stopped, passengers are unloaded, the vehicle is secure, and the driver must  
25                   remain available (either in or near the vehicle or on or around the premises of an event) for any  
26                   activity, including but not limited to supervision, constant or intermittent vehicle surveillance,  
27                   emergency transportation, etc.  
28

29                   On days of an extended overnight trip in which a driver is required to perform no work at all  
30                   and is completely free, the driver shall be paid for eight (8) hours work per twenty-four (24)  
31                   hour period.  
32

33                   **Section 7.2.3. Meal Reimbursement.**

34                   The District shall provide reasonable accommodations as provided herein (Sections 7.2.1 and  
35                   7.2.2) and the standard per meal stipend shall be seventeen dollars (\$17.00) for each breakfast,  
36                   eighteen dollars (\$18.00) for each lunch, and  
37                   thirty-four dollars (\$34.00) for each dinner for meals as they fall within a trip schedule.  
38

39                   Reimbursement for meals and accommodation should align with the standard established by the  
40                   GSA.gov and Incidentals Breakdown for the county where the trip is scheduled.  
41

42                   **Section 7.2.4. CDL Reimbursement.**

43                   Transportation department employees shall be allowed upon submission of receipt of payment  
44                   to be reimbursed the full cost of required CDL renewals and State School Bus Driver  
45                   Endorsement Fees, excluding basic driver's license fees. At the discretion of the  
46                   Superintendent and upon agreement of the Union substitute employees may be allowed upon  
47                   submission of receipt of payment to be reimbursed the full cost of required CDL renewals and  
48                   State School Bus Driver Endorsement Fees, excluding basic driver's license fees.

1 **Section 7.3. Overtime Pay.**

2 Drivers shall be paid at one and one-half (1½) times their regular rate of pay for all hours worked  
3 beyond forty (40) in any workweek (Thursday-Wednesday).  
4

5 **Section 7.4. Bus Driver Routes.**

6 Bus Drivers shall receive a minimum of two (2) hours pay for each of the following:  
7

- 8 1. Regular scheduled morning route (2 hours);
  - 9 2. Regular scheduled midday route (2 hours);
  - 10 3. Regular scheduled afternoon route (2 hours) and
  - 11 4. Field Trip (2 hours)
- 12

13 Employees may be required to perform duties for the entire two (2) hour period for which they are  
14 compensated and any unworked time for which compensation is paid may be considered all or part of  
15 an employee's paid rest break (Section 7.6.2).  
16

17 In the event a substitute is filling a regularly scheduled route, the District will pay no less than two (2)  
18 hours for the morning route and afternoon route.  
19

20 **Section 7.4.1. Unusual School Closure.**

21 In the event of unusual school closure or trip cancellation, then the affected employees shall be  
22 compensated for a minimum of two (2) hours at the appropriate rate; provided, however, that  
23 the District did not make a reasonable attempt to contact the employee to instruct them not to  
24 report to work, AND, that the employee reported to work as scheduled.  
25

26 **Section 7.5. Callbacks.**

27 Any call back to work noncontiguous with the regular shift shall be for a minimum of two (2) hours.  
28

29 **Section 7.5.1. Shuttle Runs.**

30 A shuttle run is an extension of the regular classroom and is an addition to driver student  
31 transportation responsibilities. Shuttle runs are contiguous with regular scheduled daily shifts  
32 and shall be for a minimum of one (1) hour  
33

34 **Section 7.6. Mechanic/Service Classification.**

35 All sections under this Section 7.6 shall apply only to employees in the Mechanic/Service  
36 classification.  
37

38 **Section 7.6.1. Work Week Schedule.**

39 Each employee shall be assigned a definite and regular schedule and workweek, which may be  
40 changed without prior notice to the employee in emergencies and otherwise, with prior notice  
41 of at least one full day.  
42

43 **Section 7.6.2. Rest Periods.**

44 Each employee shall be allowed a paid fifteen (15) minute rest period for each four (4) hours  
45 worked, scheduled as near the middle of the four (4) hour period as possible. Each employee  
46 shall be allowed an unpaid meal break of thirty (30) to sixty (60) minutes for every five (5)  
47 hours worked, to be scheduled as near the middle of the shift as possible.  
48

**Section 7.6.3. Overtime Permission.**

No employee may work overtime without the prior approval of their supervisor. For all hours worked in excess of forty (40) per week, an employee shall be compensated at the overtime rate of one and one-half (1 ½) times the regular hourly rate.

**Section 7.6.4. Compensatory Time.**

An employee may, at his/her option, request compensatory time off in lieu of overtime compensation. Compensatory time, if granted, may be accrued; provided, however, that records shall be maintained and there must be a reasonable expectation that the employee will be provided an opportunity to expend the accrued time. Compensatory time in lieu of overtime as provided in this Article shall be accrued at the rate of one and one-half (1½) hours for each hour worked. It is the intent that compensatory time shall be used during the pay period in which it is granted. Any accrued but unused compensatory time remaining at the end of the employee's normal work year shall be cashed out on the final pay warrant of the work year.

**ARTICLE VIII**

**HOLIDAYS AND VACATIONS**

**Section 8.1. Holidays.**

All eligible employees in the unit shall receive the following paid holidays which fall within their work year:

- |                           |                                |
|---------------------------|--------------------------------|
| 1. New Year's Day         | 9. Thanksgiving Day            |
| 2. Martin Luther King Day | 10. Day after Thanksgiving Day |
| 3. Presidents' Day        | 11. Day before Christmas       |
| 4. Memorial Day           | 12. Christmas Day              |
| 5. Juneteenth             | 13. Day after Christmas Day    |
| 6. Fourth of July         | (for all 12 month employees)   |
| 7. Labor Day              |                                |
| 8. Veterans' Day          |                                |

**Section 8.1.1. Unworked Holidays.**

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked either their last scheduled shift preceding the holiday or their first scheduled shift succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness they were unable to work on either of such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays.

**Section 8.1.2. Worked Holidays.**

Employees who are required to work on the above described holidays shall receive twice their standard rate for all hours worked on such holidays.

**Section 8.1.3. (Mechanic/Service only).**

Should a holiday occur while an employee is on vacation, that day will not be counted against their vacation leave.

**Section 8.1.4. Observation Day.**

Holidays listed above will be observed pursuant to State law. Unless the law is later changed, this means that if a holiday falls on a Sunday, Monday will be the holiday; if a holiday falls on a Saturday, Friday will be the holiday.

**Section 8.2. Vacations.**

Full-time 2080 hour per year employees shall receive paid vacation benefits as provided below in this section. Such amount to be pro-rated for less than full time employees based on all hours worked during the period of August 11<sup>th</sup> through August 10<sup>th</sup> each year.

Actual Hours Worked In Assignment = Percent of Full-Time  
2,080 Hours (260 Days x 8)

	Year	
9 Month	1	= 5 days (5 days x 8 hours x % = Vacation hours earned)
12 Month	1	= 10 days (10 days x 8 hours x % = Vacation hours earned)
	2	= 10 days (same as above)
	3	= 11 days (11 days x 8 hours x % = Vacation hours earned)
	4	= 12 days (12 days, etc.)
	5	= 13 days (13 days, etc.)
	6	= 14 days (14 days, etc.)
	7	= 15 days (15 days, etc.)
	8	= 16 days (16 days, etc.)
	9	= 17 days (17 days, etc.)
	10	= 18 days (18 days, etc.)
	11	= 19 days (19 days, etc.)
	12	= 20 days (20 days, etc.)

**Section 8.2.1. (Bus Drivers only).**

Accrued vacation credit for the period of August 11<sup>th</sup>, to June 30<sup>th</sup> shall be included in the July pay check of each school year. Accrued vacation credit for the period of July 1<sup>st</sup> to August 10<sup>th</sup> shall be included in the August pay check of each school year.

**Section 8.2.2. Vacation Scheduling. Applicable to Mechanic/Service Only.**

Scheduling of vacations will require approval of the immediate supervisor. Subject to specific District service needs, employees will be allowed discretion in selection of vacation periods outside the regular student school year. Employees shall request such vacation time at least two (2) weeks in advance except in emergencies.

**Section 8.2.3. Vacation Carry-Over. Applicable to Mechanic/Service Only.**

It is the intention that all annual vacation days for two hundred sixty (260) day employees shall be used during each work year (September through August 31). If an employee's request for vacation leave is denied by the employer, and the employee is close to the maximum vacation leave (thirty-five (35) days), the employer must grant an extension for each month that the

1 employer defers the employee's request for vacation leave. The employer must maintain a  
2 statement of necessity justifying the extension. Each full time two hundred sixty (260) day  
3 employee shall be allowed to accumulate unused vacation days not to exceed thirty-five (35)  
4 days (accumulated and earned). Vacation balances shall be calculated and front loaded at the  
5 beginning of the work year (September 1<sup>st</sup>). Any unused vacation time (accrued and earned)  
6 that exceeds thirty-five (35) days will be forfeited at the end of the work year (August 31<sup>st</sup>),  
7 except as provided herein. Upon separation of employment; employees accrued and earned  
8 vacation will be cashed out in their final payroll. No employee shall receive more than thirty-  
9 five (35) days of vacation cash-out upon separation of employment.

## 10 11 12 13 **ARTICLE IX**

### 14 15 **SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE**

#### 16 17 **Section 9.1. Leave For Illness, Injury and Emergency.**

18 The District shall grant each full-time, twelve (12) month employee, twelve (12) sick leave days  
19 annually. Employees who work less than twelve (12) months shall be prorated on the basis of one (1)  
20 day sick leave (work day) per month employed. Employees who are scheduled to work in at least nine  
21 (9) months shall be credited with no less than eleven (11) sick leave days annually. Whenever an  
22 employee works eleven (11) or more days in any one calendar month, he/she shall receive sick leave  
23 credit for the entire month. Each employee's portion of unused sick leave allowance shall accumulate  
24 from year to year to a maximum of one hundred eighty (180) days. The District shall project the  
25 number of annual days of sick leave at the beginning of the school year according to the estimated  
26 calendar months the employee is to work during that year. The employee shall be entitled to the  
27 projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be  
28 paid on an hourly rate basis applicable to the employee's normal daily work shift; provided, however,  
29 that should an employee's normal daily work shift increase or decrease subsequent to an accumulation  
30 of sick leave days, sick leave benefits will be paid in accordance with his normal work shift at the time  
31 the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily  
32 basis. Further, in the event of an increase or decrease in an employee's normal daily work shift, the  
33 rate of sick leave accumulation will be adjusted accordingly effective with the first day of any  
34 increase/decrease in the daily work shift.

#### 35 36 **Section 9.1.1. Sick Leave Accrual.**

37 Employees in the Mechanic/Service classifications shall be allowed to accrue one (1) day's sick  
38 leave for each month worked, up to a maximum of twelve (12) days per year.

#### 39 40 **Section 9.1.2. Sick Leave Usage.**

41 Absence caused by personal illness, injury, doctor/dental/optical appointments, poor health,  
42 maternity/paternity, quarantine, or other disability is covered by the Sick Leave provisions.  
43 Sick leave can also be used for immediate family (spouse, child or legal dependent under the  
44 age of eighteen) illness, injury, or doctor/dental/optical appointments.

#### 45 46 **Section 9.1.3. Emergency Leave.**

47 Emergency leave shall be granted and deducted from sick leave accumulation to the terms of  
48 this provision under the following conditions:



- A. The problem must be suddenly precipitated and of such a nature that preplanning is not possible or where preplanning cannot relieve the necessity of the employee's absence;
- B. The problem cannot be one of minor importance or of inconvenience, but must be serious;
- C. Emergency leave shall apply in the case of serious illness in the immediate family to include spouse, child, mother, father, sister, brother, sibling, grandparent, grandchild, step-parent, parent-in-law, foster child, step-child, step-sister, step-brother. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. Parent means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
- D. Weddings and Graduations, if personal leave has been used.

#### **Section 9.1.4. Sick Leave Cashout.**

##### **A. Annual**

Employees are allowed to cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.

##### **B. Retirement**

At the time of separation from District employment, an eligible employee as defined by RCW 28A.400.210(2) or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury.

- C. No later than June 1 of each year employees will notify the District of their intention to take sick leave cashout. Such notification is not binding, but employees are encouraged to be as candid as possible in order to assist the District in its budget-making process.

#### **Section 9.1.5. Industrial Insurance.**

In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

#### **Section 9.2. Bereavement Leave.**

For the purpose of this Section, family will be defined as spouse, fiancé, parent, step-parent, foster-parent, sibling, step-sibling, foster-sibling, child, step-child, foster-child, grandparents, grandchildren, aunt, uncle, niece, nephew, cousin and/or one who lives in the immediate household. If the absence is due to a death of a family member, corresponding in-laws will be added to the definition of family.

- 1 A. Employees will be granted, as needed, up to five (5) days of regular pay for absences due to the  
2 death of a family member. Absences due to death will be available on a per occurrence basis.  
3  
4 B. Such leave will not be accumulative nor will it be reduced from the employee's total  
5 accumulated sick leave.  
6  
7 C. Additional leave may be granted at the discretion of the superintendent as emergency leave.  
8

9 Bereavement leave for a friend or relation not mentioned above will be granted per occurrence at the  
10 discretion of the superintendent; however, employees shall be entitled to one (1) day per occurrence  
11 notwithstanding.  
12

### 13 **Section 9.3. Sick Leave Transfer.**

14 Employees accrued illness, injury and emergency leave while employed by another public school  
15 district in the State of Washington, shall be given credit for such accrued illness, injury and emergency  
16 leave upon employment by the District.  
17

### 18 **Section 9.4. Judicial Leave.**

19 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named  
20 as a co-defendant with the District, such employee shall receive a normal day's pay for each day of  
21 required presence in court; provided, however, that any compensation received for such service shall  
22 be deducted from the employee's net pay. Such repayment shall not exceed the employee's normal  
23 daily pay less bona fide expenses. In the event that an employee is a party in a court action, such  
24 employee may request a leave of absence without pay.  
25

### 26 **Section 9.5. Leave Of Absence.**

#### 27 **Section 9.5.1. Leave of Absence.**

28 Upon recommendation of the immediate supervisor through administrative channels to the  
29 Superintendent, and upon approval of the Board of Directors, an employee may be granted a  
30 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is  
31 granted due to extended illness, one (1) additional year may be granted.  
32  
33

#### 34 **Section 9.5.2. Leave Replacements.**

35 Employees hired to fill positions of employees on leave of absence will be hired for a specific  
36 period of time, during which they shall be subject to all provisions of this Agreement.  
37

#### 38 **Section 9.5.3. Retention of Rights and Leaves.**

39 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while  
40 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while  
41 the employee is on leave of absence; provided, however, that if such leave is approved for  
42 extended illness or injury, seniority shall accrue.  
43

#### 44 **Section 9.5.4. Forfeiture of Re-Employment.**

45 If employees accept other employment while on leave of absence, they must get the prior  
46 approval of the District or forfeit all re-employment rights.  
47



1       **Section 9.5.5. Returning to Work.**

2       An employee who returns to work at the agreed upon date shall be returned to the position  
3       previously held or a position with comparable wages, hours and working conditions, at the  
4       District's discretion.

5  
6       **Section 9.6. Personal Leave.**

7       Each employee is entitled to two (2) personal leave days with pay with the following restrictions:

- 8  
9       A. Employees may use personal leave for any purpose; however, such leave must be taken  
10      before requesting emergency leave, which may be granted at the superintendent's discretion.  
11      Employees may not be compensated by another employer on a personal leave day.  
12  
13      B. The personal leave shall be with pay.  
14  
15      C. Leave is contingent upon the approval of the immediate supervisor and on the availability of  
16      substitutes. Personal leave will be requested in writing by using the District's official Leave  
17      Form within five (5) days.  
18  
19      D. Personal leave may be accumulated up to four (4) days. At the end of each year, personal  
20      leave days in excess of two (2) days will be paid to the employee at the employee's daily  
21      rate of pay. The District will give written notice to the employee at the end of each school  
22      year of any upcoming loss of personal leave days.  
23  
24      E. Any new employee hired into the District after February 1<sup>st</sup>, receives one (1) day of personal  
25      leave.  
26

27       **Section 9.7. Leave Sharing.**

28       The District shall implement a leave sharing program pursuant to RCW 28A.400.380, which considers  
29       the donating and receiving of leave on an individual employee basis.  
30

31       **Section 9.8. Military Leave.**

32       Any employee who is called to active duty in any organized reserve or Armed Forces of the United  
33       States (including the Army, Navy, Air Force, Marines, Coast Guard or National Guard) shall be  
34       granted a leave of absence from their position with the District for the period prescribed in their orders.  
35       Employees so called to active duty shall retain accrued seniority and benefits, but shall not continue to  
36       accrue seniority or benefits while on such leave. An employee returning from such leave shall be  
37       returned to the position previously held or a position with equal wages, hours and benefits to their  
38       previously held position, at the District's discretion.  
39

40       **Section 9.9. Unpaid Leave.**

41       Unpaid leave may be granted an employee for unspecified personal reasons, provided that:

- 42  
43      A. A qualified substitute is available.  
44  
45      B. Such use of a substitute shall be subordinate to any need caused by illness, injury, or other  
46      leaves.  
47

C. First choice for unpaid leave on a given day shall go to the employee who has been without it the greatest length of time.

D. No absolute commitment for unpaid leave need be made by the District until the start of the requested day.

**Section 9.10. Paid Family Medical Leave (PFML).**

Starting September 1, 2021, all employees will be eligible for Paid Family Medical Leave if they have worked for 820 hours or more in the qualifying period prior to a qualifying event. The benefit cannot be taken without a “qualifying event.” The employee must apply for PFML through The Employment Security Department (ESD). For this section (7), the term “ESD” stands for “The Employment Security Department.” All provisions of this section will be implemented and administered consistent with the provision of Title 50A RCW and corresponding administrative rules.

**Qualifying Events/Eligibility/Benefits:**

A. Up to twelve (12) weeks of paid leave per year to care for yourself or your family:

1. Family Leave

- a. Care and bond after a baby’s birth, or the placement of a child younger than 18 years old.
- b. Care for a family member experiencing an illness, or medical event
- c. Certain military-connected events

2. Medical Leave

- a. Care for yourself in relation to an illness or medical event

3. Additional Benefits

- a. Total of up to eighteen (18) weeks for a serious health condition during pregnancy
- b. Total of up to sixteen (16) weeks for multiple health events in a year.

B. The District will post and keep posted, in conspicuous places where notices to employees and applicants for employment are customarily posted, an approved notice, setting forth excerpts from, or summaries of, the pertinent provisions of Title 50A RCW and information pertaining to the filing of a complaint.

C. Whenever an employee who is qualified for benefits under Title 50A RCW is absent from work to provide family leave, or takes medical leave for more than seven consecutive days, the District will provide the employee with a written statement of the employee's rights under Title 50A RCW in a form prescribed by the state. The statement must be provided to the employee within five business days after the employee's seventh consecutive day of absence due to family or medical leave, or within five business days after the employer has received notice that the employee's absence is due to family or medical leave, whichever is later.

D. Employees who have accrued sick leave may choose whether (a) to use sick leave; or (b) not use sick leave and instead receive paid family and medical leave benefits.

E. PFML is in addition to leave from employment where benefits are paid for Unemployment, or Worker’s compensation and any employee receiving such benefits is disqualified from receiving PFML benefits in the same week (RCW 50A.04.240). PFML is also in addition to pregnancy/childbirth disability leave (RCW 50A.04.250).

F. The twelve (12) week benefit period will be defined as sixty (60) work days, exclusive of weekends, holidays, and school breaks.

**Section 9.11. Sick Leave Process.**

Employees that have scheduled doctor, dental and/or optical appointments shall make every reasonable effort to notify their immediate supervisor and “substitute tracking system” (if applicable) at least 72 hours prior to the scheduled appointment, if possible. A verification of an employee’s illness or injury must be certified by a physician’s note in the event of an absence of more than five (5) consecutive days if such verification is requested by the administrator.

**ARTICLE X**

**PROBATION, SENIORITY AND LAYOFF PROCEDURES**

**Section 10.1. Seniority.**

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.

**Section 10.2. Probationary Period.**

Each new hire shall remain in a probationary status for a period of not more than ninety (90) working days following the hire date. During this probationary period the District may discharge such employee at its discretion.

**Section 10.3. Completion of Probationary Period.**

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

**Section 10.4. Loss of Seniority Rights.**

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

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

**Section 10.5. Protected Seniority Rights.**

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 leave; or
- D. Time spent in layoff status as hereinafter provided.

1 **Section 10.6. Seniority by Job Classification.**

2 Seniority rights shall be effective within the general job classification. As used in this Agreement,  
3 general job classifications are those set forth in Article I, Section 1.4.  
4

5 **Section 10.7. Preferential Rights.**

6 The employee with the earliest hire date shall have preferential rights regarding assignment to new or  
7 open jobs or positions, and layoffs when ability, performance, and reasonable qualifications are  
8 substantially equal with junior employees. If the District determines that seniority rights should not  
9 govern because a junior employee possesses ability, performance, or reasonable qualifications  
10 substantially greater than a senior employee or senior employees, the District shall set forth in writing  
11 to the employee or employees and the organization's grievance committee chairperson its reasons why  
12 the senior employee or employees have been bypassed.  
13

14 Promotions, if any, in the bargaining unit shall be made by the District's determination of who is most  
15 qualified.  
16

17 **Section 10.8. Open Positions.**

18 The District shall publicize within the bargaining unit for five (5) working days the availability of open  
19 positions as soon as possible after the District is apprised of the opening. A copy of the job posting  
20 shall be forwarded to the President of the Union and to the Union representative of the classification  
21 concerned.  
22

23 **Section 10.8.1. Biddable Routes.**

24 Regular driving assignments, including kindergarten runs, shall be posted and offered to drivers  
25 by seniority prior to the start of the school year when ability, performance and reasonable  
26 qualifications are substantially equal with junior employees. The District reserves the right to  
27 re-bid assignments during the school year or not to do so; however, re-bidding shall take place,  
28 as soon as reasonably possible, if any driving assignment increases or decreases two and one-  
29 half (2 ½) hours or more per week. Midday runs shall be bid separately from other  
30 assignments.  
31

32 **Section 10.8.2. Reduction of Hours.**

33 If the District reduces hours of an employee during the school year such that the employee will  
34 lose eligibility for insurance or retirement, that employee may use seniority to trade positions  
35 with the least senior employee whose hours allow such eligibility.  
36

37 **Section 10.8.3. Substitute Positions Longer Than 60 Days.**

38 Any position being filled by a substitute employee (or employees) which lasts longer than sixty  
39 (60) consecutive working days shall be posted and filled by a regular employee. This does not  
40 prevent the new employee from being displaced by the return of the absent employee from an  
41 authorized leave.  
42

43 **Section 10.9. Layoff Procedures.**

44 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
45 District according to layoff ranking. Such employees are to have priority in filling an opening in the  
46 classification held immediately prior to layoff. Names shall remain on the reemployment list for  
47 eighteen (18) months.  
48

**Section 10.10. Layoff Conditions.**

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

**Section 10.11. Failure to Comply.**

An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not comply with the requirements of Section 10.10, or if the employee does not respond to the offer of reemployment within three (3) days if communicated orally or seven (7) days if written.

**Section 10.12. Rejection of Re-Employment Offer.**

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

**ARTICLE XI**

**DISCIPLINE AND DISCHARGE OF EMPLOYEES**

**Section 11.1. Just Cause.**

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

**Section 11.2. Two Week Notice.**

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

**Section 11.3.**

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

**ARTICLE XII**

**INSURANCE AND RETIREMENT**

**Section 12.1. SEBB.**

Effective January 1, 2020, eligible employees will receive medical and non-medical benefits through the School Employees Benefits Board (SEBB) in accordance with state law and regulations. Employees eligible for SEBB benefits are those employees who work a minimum of six hundred thirty (630) hours per year, or any subsequently-established minimum for SEBB benefits, whichever is less. The District and the Association will work together to notify employees of open enrollment dates in advance of such dates.

The Employer will deduct from the employee's monthly salary the amount necessary to pay the employees' chosen SEBB premiums due.



1 A school employee who begins work between September 1st and the first day of school, benefits begin  
2 the first day of work for the new school year.

3  
4 A school employee who begins work or gains eligibility at any other time of the year, coverage begins  
5 the first day of the month following the date the school employee becomes eligible.

6  
7 **Section 12.2. Hours of Consideration.**

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

11  
12 **Section 12.3. Workmen's Compensation (L&I)**

13 The District will pay insurance benefits when an employee is absent due to an industrial accident  
14 covered by Workmen's' Compensation (L&I) for a maximum of sixty (60) calendar days or two (2)  
15 pay periods (whichever comes first) after all leave (sick, emergency, business, etc.) and accumulated  
16 vacation benefits have been exhausted. Beyond that, employees are afforded the option of continuing  
17 insurance coverage at their own expense for up to eighteen (18) months.

18  
19 **Section 12.4. Final Paychecks.**

20  
21 **June Separation with One Final Paycheck in August.**

22  
23 An employee who resigns his/her position effective June 30 will receive July and August paychecks:

- 24  
25 1. The SEBB Program will discontinue the employee's insurance coverage after June 30  
26 2. The District will report a June 30 separation date to the SEBB Program through normal  
27 reporting procedures.  
28 3. The employee's retirement date will be July 1 at the earliest (there is no service credit for July  
29 and August).  
30 4. The District will report the June 30 separation date to the Department of Retirement System in  
31 the September transmittal.

32  
33  
34 **August Separation with One Final Paycheck in August.**

35  
36 An employee who resigns his/her position effective August 31 will receive his/her last paycheck in the  
37 same month:

- 38  
39 1. The employee will have health insurance coverage through the SEBB Program in July and  
40 August.  
41 2. The District will report an August 31 separation date to the SEBB Program through normal  
42 reporting procedures.  
43 3. The employee's retirement date will be September 1 at the earliest.  
44 4. The District will report the August 31 separation date to the Department of Retirement System  
45 with the August transmittal.



## ARTICLE XIII

### UNION MEMBERSHIP AND CHECKOFF

#### **Section 13.1. Maintenance of Membership.**

Each employee subject to this agreement, who, on the effective date of this agreement, is a member of the Association in good standing shall, maintain membership in the Association in good standing unless membership is revoked through contact with the Association in writing.

#### **Section 13.2. Seniority Lists.**

The District will provide the Union an updated seniority list of new hires within ten (10) business days of when such employees are approved to work in any of the job titles set forth on Schedule A of this Agreement.

The District will provide the Union State Office ([membership@pseofwa.org](mailto:membership@pseofwa.org)) and the Union President with a digital copy of the following specified information for all newly hired employees, including substitutes and temporary staff eligible for Union Membership listed on Schedule A of this Agreement, within twenty-one (21) days of their hire date.

- Employee's name
- Date of hire
- Employee's contact information to include:
  - i. Personal mailing address, personal phone number, work and personal email address
- Job title, job classification, salary, or rate of pay, and worksite location

#### **Section 13.3. Authorization of Membership.**

An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington (PSE). If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to Public School Employees of Washington (PSE)

Upon receiving notice of the employee's authorization from Public School Employees of Washington (PSE), the employer shall deduct from the employee's salary membership dues and remit the amounts to Public School Employees of Washington (PSE), by the first Monday following payroll.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to Public School Employees of Washington (PSE) in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the employer if the authorization is not obtained by the employee to Public School Employees of Washington (PSE). After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction effective on the first payroll after receipt of the confirmation. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

1 **Section 13.4. Local/Chapter Dues.**

2 The District shall deduct PSE local Chapter dues separately and remit such funds directly to the local  
3 Chapter Treasurer on a monthly basis, or within thirty (30) days of the deduction of the dues.  
4

5 **Section 13.5. Classified Employee Report to the Union.**

6 The Employer will provide PSE a monthly bargaining unit list transmitted electronically to  
7 membership@pseofwa.org and chapter Membership Officer (or other chapter officer if there is no  
8 Membership Officer), containing every bargaining unit employee's: name; employee number;  
9 classification; job title; work location; personal phone number; address; work and personal e-mail  
10 address; hourly rate of pay; hours worked; gross pay; Union dues paid; and language preference.  
11

12 The Employer will provide PSE a monthly bargaining unit list transmitted electronically, listing  
13 bargaining unit employees who are hired, rehired, reinstated, transferred into or out of the bargaining  
14 unit, reclassified, promoted, downgraded, placed on leaves of absence of any type including disability,  
15 placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the  
16 bargaining unit. This report will include each listed bargaining unit employee's name, employee  
17 number, job title, work location, personnel action and reason.  
18

19 **Section 13.6. Political Action Committee.**

20 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
21 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
22 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a  
23 check separate from the Union dues transmittal check. Section 13.7 (hold harmless language) of the  
24 Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the  
25 request at any time. At least annually, the employee shall be notified by the PSE State Office, about  
26 the right to revoke the request.  
27

28 **Section 13.7. Hold Harmless.**

29 The Union will indemnify, defend, and hold the District harmless against any claims, suits, orders,  
30 and/or judgments against the District on account of any checkoff of Union dues or voluntary political  
31 contributions.  
32

33 **Section 13.8. Bargaining Unit List.**

34 On or before the first business day of October, February, and June of each year during the term of this  
35 Agreement, the District shall provide the Union membership@pseofwa.org and the Chapter President  
36 with the most up to date information regarding each employee in the bargaining unit. Such information  
37 shall include employee's full name, date of hire, cell phone number, home phone number, work  
38 number, personal email address, work email address, mailing address, employee job title, rate of pay,  
39 work site location, and hours worked or FTE.  
40

41 **Section 13.9. Remittance.**

42 The District agrees to submit monthly dues remittance via Automated Clearing House (ACH) monthly.  
43  
44  
45  
46  
47  
48



**ARTICLE XIV**  
**GRIEVANCE PROCEDURE**

**Section 14.1. Grievances.**

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article 1 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 14.1.1. Union Grievances.**

In cases where the Union believes there to be a violation of the Collective Bargaining Agreement which effects more than one employee, the bargaining unit as a whole, or is caused by an action of the Superintendent or School Board and cannot be remedied by an administrative official other than the Superintendent, then the Union may file an "Union Grievance," which would be initiated at "Step III" (Section 14.2.3) no later than twenty (20) working days after the occurrence of the grievable action or within twenty (20) working days of the day that the Union should have become aware of the grievable action.

**Section 14.2. Grievance Steps**

**Section 14.2.1. Step I.**

Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by an Union representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty (20) working days of the occurrence of the grievance shall be invalid and subject to no further processing.

**Section 14.2.2. Step II.**

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing within ten (10) working days of the oral decision 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 immediate supervisor for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. The parties will have five (5) working days 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 14.2.3. Step III.**

If no settlement has been reached within the five (5) days referred to in the preceding subsection, and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) working days to the District Superintendent or the Superintendent's designee. After such submission, the parties will have ten (10) working days from submission of the written statement of grievance to resolve it by indicating on the

statement of grievance the disposition and giving written reasons for such disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

**Section 14.2.4. Arbitration.**

If no satisfactory settlement is reached at Step III, the Union within fifteen (15) working days of the receipt of the Step III decision may appeal the final decision of the employer to the American Arbitration Association for arbitration under the voluntary rules. Any grievance arising out of a violation of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this Article.

The Arbitrator shall hold a hearing as soon as possible after his/her appointment. At least ten (10) working days notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his/her decision within thirty (30) days from the date the final written briefs have been submitted.

The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the Arbitrator shall be final and binding upon the employer, the Union and the grievant(s).

**Section 14.2.4.1. Jurisdiction Of Arbitrator.**

The arbitrator shall be without power or authority to add to, subtract from or alter any of the terms of this Agreement.

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

The arbitrator shall have no power or authority to rule on any of the following:

- A. The termination of services of or failure to re-employ any probationary employee.
- B. Any matter involving employee reduction in force except for contracted procedures.

**Section 14.2.4.2. Time Limits.**

Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

Failure on the part of the employer at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the Union to lodge an appeal at the next step of this procedure.

Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the employee's answer at the previous step.

**Section 14.2.4.3. Costs.**

The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

1 **Section 14.3.**

2 The employer shall not discriminate against an individual employee or the Union for taking action  
3 under this Article.  
4  
5

6  
7 **ARTICLE XV**

8  
9 **EMPLOYEE COMPENSATION AND WORKING CONDITIONS**  
10

11 **Section 15.1. Compensation.**

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

15 **Section 15.1.1. Wages.**  
16

17 Annually, Schedule A shall be increased by the wage increases expressed below:  
18

- 19 a. Effective for the 2024-2025 school year, the base wage rates in Schedule A for all  
20 bargaining unit members except bus drivers will receive an increase of ten percent (10%).  
21 b. Effective for the 2024-2025 school year, the base wage rates in Schedule A for Bus Drivers  
22 will receive an increase of twenty-five percent (25%).  
23 c. Beginning with the 2025-2026 school year, the base wage rates in Schedule A will receive  
24 an increase of nine percent (9%).  
25 d. Beginning with the 2026-2027 school year, the base wage rates in Schedule A will receive  
26 an increase of nine percent (9%).  
27

28 Such increase, as listed above, will become effective September 1 of each year.  
29

30 **Section 15.2. Substitute Pay.**

31 All Substitutes will be paid at the Step One rate (0-1 Yrs) as indicated on the current Schedule A  
32 attached to this Agreement.  
33

34 **Section 15.3. Time Calculation.**

35 For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (¼)  
36 hour.  
37

38 **Section 15.4. Private Vehicle.**

39 Any employee on School District business at the direction of the supervisor required to travel from one  
40 site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-  
41 mile basis at the rate established by the District for all its employees.  
42

43 **Section 15.5. Physical Exams.**

44 This District will pay the cost of annual physical examinations required of driver personnel to maintain  
45 their bus driver's license provided that employees go to the physician of the District's choosing.

46 Should the District change the designated physician at any time during the life of this Agreement, the  
47 Union has the right to reopen this section upon written request.  
48

**Section 15.6. Longevity Transfer.**

The District agrees to transfer accrued longevity (but NOT seniority), sick leave, and other benefits as provided by State law. Accrued vacation may not be carried over from another District; however, employees shall be given credit for years of service in Washington Public Schools for the purposes of calculating annual vacation benefits.

**Section 15.7. Conditions of Employment.**

Should fingerprinting, background checks, drug testing, immunizations, inoculations or additional medical examinations become a requirement for continued employment with the District, the District agrees to negotiate the responsibility for incurring the cost with the Union before implementation. The District and the Union agree to negotiate language regarding drug testing policies and procedures consistent with law before state and/or federal drug testing laws are put into effect.

**Section 15.8. Clothing (Mechanic/Service only).**

The District shall continue to provide, launder and maintain uniforms (coveralls) for all employees.

**Section 15.8.1. Tool Replacement (Mechanic/Service only).**

The District shall replace any employee's personal tools, not otherwise replaced by the tool manufacturer which are damaged, lost or stolen at the work site through no fault of the employee, provided an inventory is on file with the District Administration that includes the specific item in question.

**Section 15.9. Summer Work.**

Summer school bus routes will be posted and filled according to seniority. Employees who accept a summer route agree that they will be expected to fulfill their commitment as if it was a regular school run. Compensation and benefits shall be paid pursuant to the terms of this Agreement, as if the summer route is an extension of the employee's normal work year.

**Section 15.10. Immunizations.**

The District shall reimburse any employee who elects to have Hepatitis B immunizations for the deductible amount (from insurance) or the equivalent (if employee is not covered by medical insurance).

**Section 15.11. Lower Rate of Pay Position.**

In the event that an employee is requested by their supervisor to substitute in a position with a lower rate of pay which causes the employee to forego scheduled work in their regular (higher paying) position, the employee shall receive their regular rate of pay. For example, if a bus driver substitutes for a secretary for four (4) hours, missing a two (2) hour driving shift, the driver shall receive the higher bus driver rate of pay for two (2) of the four hours worked.

**Section 15.12. Mechanic Tool Allowance.**

All Bus Mechanics shall be given one hundred dollars (\$100.00) per month tool allowance.

**Section 15.13. Annualized Payroll.**

All regularly employed Bus Drivers, hired prior to September 1, 2012, shall have the right to select if they will be paid on a 11-month annualized payroll (September through June) or a 12-month annualized payroll (September through August); provided, however, all employees hired after September 1, 2012 shall be paid on a 12-month annualized payroll. Employees shall notify the District

no later than Friday, September 10, 2012 of their requested payroll schedule for 2012-13. The District will designate the September deadline on an annual basis. Should an employee not notify the District of a requested change, the payroll method in effect shall continue without change. No changes in payroll structure will occur after the September deadline. All employees hired after September 1, 2012 shall be paid on a 12-month annualized payroll. Vacation pay will be paid in one lump sum in the month of July.

#### **Section 15.14. Longevity.**

To receive longevity credit on Schedule A for the first year of employment new hires must have been hired prior to February 1st of a given fiscal year or wait until the end of the next fiscal year to receive their first year of credit. Longevity incremental steps on Schedule A, shall take effect on September 1 of each year during the term of this Agreement. Longevity incremental steps shall be granted based on total years of service to the District regardless of changes in classification or work in an additional classification.

- All employees with two (2) to four (4) years of service with the District shall receive two percent (2%) above the base wage on Schedule A.
- All employees with five (5) to nine (9) years of service with the District shall receive four percent (4%) above the base wage on Schedule A.
- All employees with ten (10) to fourteen (14) years of service with the District shall receive six percent (6%) above the base wage on Schedule A.
- All employees with fifteen (15) to nineteen (19) years of service with the District shall receive eight percent (8%) above the base wage on Schedule A.
- All employees with twenty (20) to twenty four (24) years of service with the District shall receive ten percent (10%) above the base wage on Schedule A.
- All employees with twenty five (25) to twenty nine (29) years of service with the District shall receive twelve percent (12%) above the base wage on Schedule A.
- All employees with thirty (30) or more years of service with the District shall receive fifteen percent (15%) above the base wage on Schedule A.

## **ARTICLE XVI**

### **DRUG AND ALCOHOL TESTING**

#### **Section 16.1. Drug and Alcohol Testing.**

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

#### **Section 16.2. Training for Drug and Alcohol Testing.**

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

#### **Section 16.3.**

The District agrees to keep all testing results confidential, pursuant to State and Federal law.

1 **Section 16.4. Cost for Drug and Alcohol Testing.**

2 The District shall pay for the cost of all drug and alcohol testing for bargaining unit employees which is  
3 required by law or as a condition of employment or continued employment.  
4

5 **Section 16.5. Compensation.**

6 The District shall compensate employees at their regular rate of pay (or overtime rate, if applicable) for  
7 all hours spent in required testing procedures, including travel time (and mileage if the employee is  
8 required to drive a personal vehicle to a testing site outside of Forks).  
9

10 **Section 16.6. Loss in Pay.**

11 Employees shall suffer no loss of pay for scheduled hours (runs or trips) which are missed due to required  
12 participation in drug and/or alcohol testing procedures.  
13

14 **Section 16.7. Discipline.**

15 Any discipline related to positive drug or alcohol tests shall be subject to the terms of Article XI  
16 (Discipline and Discharge); to the terms of Article XIV (Grievance Procedure); and any other applicable  
17 terms of this Collective Bargaining Agreement.  
18  
19  
20

21 **ARTICLE XVII**

22 **TERM AND SEPARABILITY OF PROVISIONS**

23 **Section 17.1. Terms of Agreement.**

24 The term of this Agreement shall be from September 1, 2024 to August 31, 2027.  
25  
26

27 **Section 17.2. Reopening Agreement.**

28 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
29 parties in writing. Should legislation be passed which impacts any Article or Section of this  
30 Agreement, any such Article or Section may be reopened at the request of either party.  
31  
32

33 **Section 17.3.**

34 If any provision of this Agreement or the application of any such provision is held invalid, the  
35 remainder of this Agreement shall not be affected thereby.  
36

37 **Section 17.4.**

38 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with  
39 State or Federal statutes or regulations promulgated pursuant thereto.  
40

41 **Section 17.5.**

42 In the event either of the two (2) previous sections is determined to apply to any provision of this  
43 Agreement, such provision shall be renegotiated pursuant to Section 17.2.  
44  
45  
46  
47  
48



## SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/ SEIU Local 1948

QUILLAYUTE VALLEY CHAPTER

BY: Joshua Broo  
Joshua Broo (Jun 27, 2024 07:25 PDT)  
Joshua Broo, Chapter President

DATE: 06/27/24

QUILLAYUTE VALLEY SCHOOL DISTRICT #402

BY: Diana Reaume  
Diana Reaume (Jun 25, 2024 15:54 PDT)  
Diana Reaume, Superintendent

DATE: 06/25/24

School Board Members:

Bill Rohde  
Bill Rohde (Aug 9, 2024 11:31 PDT)  
Bill Rohde, Chair, School Board

Ron Hurn  
Ron Hurn (Jun 25, 2024 21:52 PDT)  
Ron Hurn

Kevin Hinch  
Kevin Hinch (Sep 4, 2024 11:14 PDT)  
Kevin Hinch

Mike Reaves  
Mike Reaves (Sep 9, 2024 18:46 PDT)  
Mike Reaves

Shannon Dahlgren  
Shannon Dahlgren (Jul 29, 2024 16:41 PDT)  
Shannon Dahlgren

Schedule A  
 Quillayute Valley School District #402  
 September 1, 2024 – August 31, 2025  
 (25% Bus Driver/10% All Other Positions)

		0 - 1 Yrs	2 - 4 Yrs	5 - 9 Yrs	10 - 14 Yrs	15 - 19 Yrs	20 - 24 Yrs	25 - 29 Yrs	30+ Yrs
<b>TRANSPORTATION</b>									
	Bus Driver	\$33.61	\$34.28	\$34.96	\$35.63	\$36.30	\$36.97	\$37.65	\$38.65
	Bus Mechanic	\$36.74	\$37.47	\$38.21	\$38.94	\$39.68	\$40.41	\$41.15	\$42.25
	Bus Service	\$30.78	\$31.39	\$32.01	\$32.62	\$33.24	\$33.86	\$34.47	\$35.39
	Motor Pool Attendant	\$29.58	\$30.17	\$30.76	\$31.35	\$31.95	\$32.54	\$33.13	\$34.02
<b>ONE-STEP SCHEDULE</b>									
	Transportation Coordinator	\$41.57	\$42.40	\$43.23	\$44.06	\$44.89	\$45.73	\$46.56	\$47.80
	Shop Foreman	\$41.57	\$42.40	\$43.23	\$44.06	\$44.89	\$45.73	\$46.56	\$47.80
*Substitutes will be paid at the first step on the salary schedule.									



Schedule A  
Quillayute Valley School District #402  
September 1, 2025 – August 31, 2026 (9%)

		0 - 1 Yrs	2 - 4 Yrs	5 - 9 Yrs	10 - 14 Yrs	15 - 19 Yrs	20 - 24 Yrs	25 - 29 Yrs	30+ Yrs
<b>TRANSPORTATION</b>									
	Bus Driver	\$36.64	\$37.37	\$38.10	\$38.84	\$39.57	\$40.30	\$41.03	\$42.13
	Bus Mechanic	\$40.05	\$40.85	\$41.65	\$42.45	\$43.25	\$44.05	\$44.85	\$46.05
	Bus Service	\$33.55	\$34.22	\$34.89	\$35.56	\$36.23	\$36.90	\$37.57	\$38.58
	Motor Pool Attendant	\$32.24	\$32.89	\$33.53	\$34.18	\$34.82	\$35.47	\$36.11	\$37.08
<b>ONE-STEP SCHEDULE</b>									
	Transportation Coordinator	\$45.31	\$46.22	\$47.12	\$48.03	\$48.94	\$49.84	\$50.75	\$52.11
	Shop Foreman	\$45.31	\$46.22	\$47.12	\$48.03	\$48.94	\$49.84	\$50.75	\$52.11
*Substitutes will be paid at the first step on the salary schedule.									

Schedule A  
Quillayute Valley School District #402  
September 1, 2026 – August 31, 2027 (9%)

		0 - 1 Yrs	2 - 4 Yrs	5 - 9 Yrs	10 - 14 Yrs	15 - 19 Yrs	20 - 24 Yrs	25 - 29 Yrs	30+ Yrs
<b>TRANSPORTATION</b>									
	Bus Driver	\$39.94	\$40.73	\$41.53	\$42.33	\$43.13	\$43.93	\$44.73	\$45.93
	Bus Mechanic	\$43.65	\$44.52	\$45.40	\$46.27	\$47.14	\$48.02	\$48.89	\$50.20
	Bus Service	\$36.57	\$37.30	\$38.03	\$38.76	\$39.49	\$40.22	\$40.96	\$42.05
	Motor Pool Attendant	\$35.14	\$35.85	\$36.55	\$37.25	\$37.95	\$38.66	\$39.36	\$40.41
<b>ONE-STEP SCHEDULE</b>									
	Transportation Coordinator	\$49.39	\$50.38	\$51.36	\$52.35	\$53.34	\$54.33	\$55.31	\$56.80
	Shop Foreman	\$49.39	\$50.38	\$51.36	\$52.35	\$53.34	\$54.33	\$55.31	\$56.80
*Substitutes will be paid at the first step on the salary schedule.									