

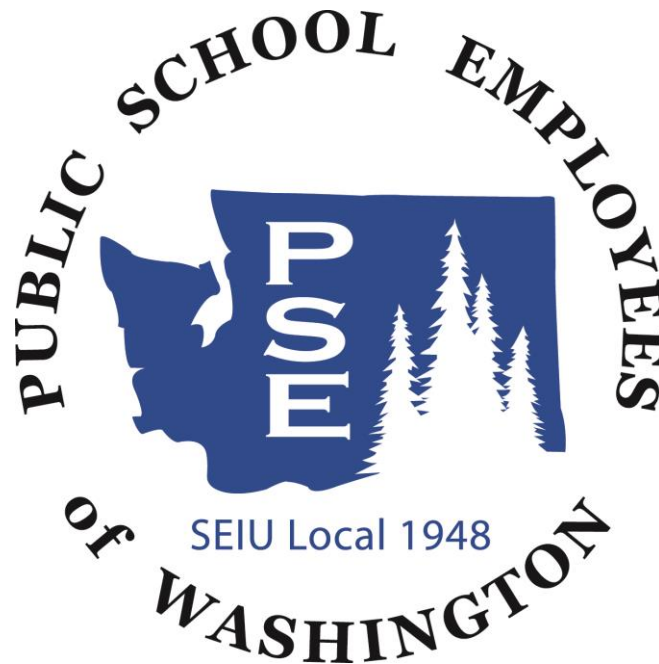
COLLECTIVE BARGAINING AGREEMENT BETWEEN

Lake Quinault School District #97

AND

Public School Employees of Quinault

SEPTEMBER 1, 2023 - AUGUST 31, 2026



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

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. 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 Lake Quinault School District Number 97 (hereinafter "District") and Public School Employees of Quinault, an affiliate of Public School Employees of Washington / SEIU Local 1948 (hereinafter "Association").

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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

1 **Section 1.2.**

2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
3 as director/supervisor, deputy, administrative assistant, or secretary necessarily imply a confidential
4 relationship to the board of directors or superintendent of the District pursuant to RCW 41.56.030 (2).
5

6 **Section 1.3.**

7 Descriptions for all positions subject to this Agreement are attached hereto and by this reference
8 incorporated herein.
9

10 **Section 1.4.**

11 The bargaining unit to which this Agreement is applicable shall consist of all classified employees who
12 are scheduled to work, or actually work twenty (20) consecutive days or thirty (30) days in a twelve
13 (12) month period, in the following general job classifications: secretarial/clerical, paraeducator, food
14 service, transportation, and custodian/maintenance excluding the secretary to the superintendent,
15 accounts secretary, the secretary to the principal, and the business manager.
16

17 **Section 1.4.1.**

18 The Quinault Indian Nation has created a “paraeducator” position within the Lake Quinault
19 School District, beginning in 2019. This position is pursuant to an agreement with the tribe.
20 The position is being treated as a volunteer. The position will not replace a PSE represented
21 paraeducator. This position will not work beyond the scope of a volunteer. The parties
22 recognize that this program is subject to change and development.
23
24
25

26 **ARTICLE II**

27 **RIGHTS OF THE EMPLOYER**

28 **Section 2.1.**

29 It is agreed that the customary and usual rights, powers, functions, and authority of management are
30 vested in management officials of the District. Included in these rights in accordance with and subject
31 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
32 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
33 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
34 release employees from duties because of lack of work or for other legitimate reasons. The District
35 shall retain the right to maintain efficiency of the District operation by determining the methods, the
36 means, and the personnel by which operations undertaken by the employees in the unit are to be
37 conducted.
38
39
40

41 **Section 2.2.**

42 The right to make rules and regulations shall be considered acknowledged functions of the District. In
43 making rules and regulations relating to personnel policies, procedures and practices, and matters of
44 working conditions, the District shall give due regard and consideration to the rights of the Association
45 and the employees and to the obligations imposed by this Agreement.
46

47 **Section 2.3.**

48 The District may require the maintenance employees to have a home telephone.

1 **Section 2.4.**

2 The District may contract the Special Education program to ESD 112. There shall be no further
3 contracting of bargaining unit work.

4
5 Any employees hired for this program who are not current employees of the District shall be exempt
6 from the provisions of Article XV.

7
8
9
10 **ARTICLE III**

11
12 **RIGHTS OF EMPLOYEES**

13
14 **Section 3.1.**

15 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
16 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
17 The freedom of such employees to assist the Association shall be recognized as extending to
18 participation in the management of the Association, including presentation of the views of the
19 Association to the Board of Directors of the District or any other governmental body, group, or
20 individual. The District shall take whatever action required or refrain from such action in order to
21 assure employees that no interference, restraint, coercion, or discrimination is allowed within the
22 District to encourage or discourage membership to any members in the bargaining unit.

23
24 **Section 3.2.**

25 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
26 Association representatives and/or appropriate officials of the District. An employee shall upon
27 request have the right to an Association representative present at investigatory interviews.

28
29 **Section 3.3.**

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

33
34 **Section 3.4.**

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

37
38 **Section 3.5.**

39 Neither the District, nor the Association, shall discriminate against any employee subject to this
40 Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a
41 physical disability with respect to a position, the duties of which may be performed efficiently by an
42 individual without danger to the health or safety of the physically disabled person or others.

43
44 All employees are protected in reporting violations of safety of students or staff to their immediate
45 supervisor. The provisions of District policy 5010 shall also apply.

1 **Section 3.6.**

2 There shall be only one (1) official personnel file for each employee, to be kept in the District
3 administration office. Each employee shall have the right to review the contents of his/her personnel
4 file. During the review, the superintendent or designee will be present, and the employee may initial
5 and photocopy any material in the file, at employee expense.
6

7 **Section 3.6.1.**

8 The District shall maintain a medical information file for each classified employee of the
9 District which will be kept separate from the personnel file. Such file will contain such
10 sensitive information as immunization history, health related cards and bus driving physicals
11 examination forms. This medical information file will insure confidentiality of sensitive
12 information regarding the employee.
13

14 **Section 3.6.2.**

15 A copy of each performance or disciplinary document placed in the personnel file shall be
16 provided to the employee within five (5) working days from insertion. An employee may
17 attach comments to any performance or disciplinary document that is a part of the personnel
18 file. Derogatory material not brought to the attention of the employee in compliance with this
19 section, or not placed into the official personnel file may not be used for any purpose adverse to
20 the employee's interests.
21
22
23

24 **ARTICLE IV**

25 **RIGHTS OF THE ASSOCIATION**

26 **Section 4.1.**

27 The Association has the right and responsibility to represent the interests of all employees in the
28 bargaining unit; to present its views to the District on matters of concern, either orally or in writing;
29 and to enter collective negotiations with the object of reaching an Agreement applicable to all
30 employees within the bargaining unit.
31
32
33

34 **Section 4.2.**

35 The Association may request information regarding any disciplinary actions of any employee in the
36 bargaining unit in accordance with the provisions of the discharge and grievance procedure articles
37 contained herein. The Association, at the employee's request, is entitled to have an observer at
38 hearings conducted by any District official or body arising out of grievance and to make known the
39 Association's views concerning the case.
40

41 **Section 4.3.**

42 The names, addresses, work assignments, and current salary information of employees in the
43 bargaining unit will be provided upon request annually to the president of the Association, and updated
44 upon request as changes in personnel occur.
45
46
47
48

1 **Section 4.4.**

2 The Association reserves and retains the right to delegate any right or duty contained herein, relating to
3 the enforcement of contract duties and effectuation of the intent of the contract, within the scope of
4 statute, to appropriate officials of the Public School Employees of Washington / SEIU Local 1948 state
5 organization.
6

7 **Section 4.5.**

8 Upon the mutual Agreement of the superintendent and Association, representation leaves for
9 Association business may be considered.
10

11 **Section 4.6. Bulletin Boards.**

12 The District shall provide a bulletin board space in an appropriate place in the school for the use of the
13 Association. The bulletins posted by the Association are the responsibility of the officials of the
14 Association. Each bulletin shall be signed by the Association official responsible for its posting.
15 Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by
16 employees or the Association of pamphlets, advertising, political matters, notices of any kind, or
17 literature on District property, other than herein provided.
18

19 **Section 4.6.1.**

20 The responsibility for the prompt removal of notices from the bulletin boards after they have
21 served their purpose shall rest with the individual who posted such notices.
22

23 **Section 4.7.**

24 Upon reasonable request, the Association President may be allowed to utilize in-District school general
25 mail, including email for the sole purpose of notification(s) to members of the bargaining unit of
26 meetings, training opportunities and general Association business.
27
28
29

30 **ARTICLE V**

31 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

32 **Section 5.1.**

33 It is agreed and understood that matters appropriate for consultation and negotiation between the
34 District and the Association are hours, wages, grievance procedures and general working conditions of
35 employees in the bargaining unit subject to this Agreement.
36
37
38

39 **Section 5.2.**

40 It is further recognized that this Agreement does not alter the right of either party to meet with the
41 other party to advise, discuss or consult regarding matters concerning working conditions not covered
42 by this Agreement.
43

44 **Section 5.3.**

45 The Association will designate a conference committee of three (3) members who will meet with the
46 superintendent of the District and the superintendent's representatives on a mutually agreeable regular
47 basis to discuss appropriate matters as specified in Section 5.1.
48

1 **Section 5.4.**

2 The District agrees that notice of principal requests for statutory or regulatory waivers made pursuant
3 to the provisions of Chapter 28A.320 RCW as amended by E2SHB 1303 will be provided to the
4 Association. Normally, the Association will receive such notice prior to District action to obtain
5 classified employee commitment to cooperate in implementing the waiver, but in no case will the
6 Association receive the notice later than two (2) weeks prior to the first consideration of such waiver
7 request by the District Board of Directors.
8
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11 **ARTICLE VI**

12 **ASSOCIATION REPRESENTATION**
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15 **Section 6.1.**

16 The Association representatives may represent the members of the bargaining unit in meeting with
17 officials of the District to discuss appropriate matters of mutual interest. They may receive and
18 investigate to conclusion complaints or grievances of employees on their own time and thereafter
19 advise employees of rights and procedures outlined in this Agreement and applicable regulations or
20 directives for resolving the grievances or complaints. They may not, however, continue to advise the
21 employee on courses of action after the employee has indicated that he does not desire to pursue a
22 grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion.
23 They may consult with the District on complaints without a grievance being made by an individual
24 employee.
25

26 **Section 6.1.1.**

27 Association officers and representatives shall be excused with no loss of pay to attend District
28 requested meetings, hearings, and disciplinary actions when they cannot be scheduled outside
29 the employee's normal work hours. Recognizing that the prompt completion of contract
30 negotiations are in the mutual interest of the District and the Association, and that negotiations
31 shall take place, whenever possible, outside of negotiating committee members' normal work
32 hours. If it is necessary to schedule negotiations during the normal work hours of any
33 negotiating committee member, the District and the Association shall meet to determine
34 rescheduling and the responsibility to pay for substitutes if necessary.
35

36 **Section 6.2.**

37 Visitation rights shall be granted to the designated representative of the Public School Employees of
38 Washington / SEIU Local 1948 to visit with employees in the appropriate bargaining units for
39 purposes of grievance procedures and/or general information data. The visiting delegate shall notify
40 the school district of arrival for prior permission. Such visitation shall be on the employee's own time.
41
42
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ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1.

The normal workweek shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest which shall be treated as Saturday and Sunday respectively. Each employee will be assigned to a definite shift with designated times of beginning and ending. Employees will be given reasonable notice of a shift change except that, in the case of emergencies, changes can be made at the discretion of the immediate supervisor.

Section 7.2.

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

Section 7.3.

When an employee is moved from one job classification to a higher classification, temporary changes in responsibilities will not be recognized. After the employee has assumed the duties of the new position for five (5) accumulative working days during the school year, the change in wages will become effective.

Section 7.3.1.

When an employee is required to substitute for a certificated employee for more than thirty-one (31) minutes, said employee will be paid at the Classified Employee Substitute Instructor rate stated on Schedule A per hour for all hours worked in that capacity.

Must have prior approval of building principal to substitute for a certificated employee.

Section 7.4.

Employees shall receive payment for all authorized time worked.

Section 7.4.1.

Employees who are considered to be school-year only employees shall not experience a reduction in pay when the school calendar calls for an early dismissal or late start. In the event of those occurrences, for the purpose of certificated staff training, school year employees are to remain on the job and participate in training planned on their behalf by district administration. It is the intent of this section to signify the importance of classified employee training and that attendance at the training provided by the District is mandatory for all impacted employees.

1 **Section 7.5. Overtime.**

2 All authorized hours in excess of forty (40) hours per week shall be compensated at one and one-half
3 (1½) times the employee's base hourly rate.
4

5 **Section 7.5.1.**

6 Employees called by the superintendent for special service shall receive no less than two (2)
7 hours pay per call at the employee's appropriate rate. (Base rate or weekend rate.)
8

9 **Section 7.5.2.**

10 All authorized hours worked on Saturday or Sunday, as defined herein, shall be
11 compensated at one and one-half (1 ½) times the employee's base hourly rate.
12

13 **Section 7.6.**

14 In the event of an emergency morning school closure, a minimum of two (2) hours at regular pay will
15 be paid to employees reporting to work and then sent home. When the superintendent calls for a 2 or 3
16 hour delay to the start of school, school year only employees have the following options:
17

- 18 1. Come in to work at their regular time;
19 2. Come in two or three hours late and be paid their regular pay.
20

21 On school closure days, hours will be made up when the day is rescheduled, except for year round
22 employees. These employees will have the following options:
23

- 24 1. Come in to work at their regular reporting time;
25 2. Take comp time from earned and documented comp time;
26 3. Make up time on other work days--Notify supervisor of when and what activities
27 you will do;
28

29 **Section 7.7. Bus Drivers.**

30
31 **Section 7.7.1.**

32 Drivers will be paid one-half (1/2) hour preparation time each day. Drivers will also be paid
33 one-half (½) hour preparation time for extra trips which fall on non-school days.
34

35 **Section 7.7.2.**

36 Routes shall be re-bid in accordance with Section 10.7 of the Agreement if an AM or PM route
37 increases or decreases for thirty (30) or more minutes per day.
38

39 **Section 7.7.3.**

40 Each sports season the District shall post all scheduled extra trips, which shall be bid by the
41 regular drivers on a seniority basis. The most senior driver shall have the first opportunity to
42 bid one trip followed by the next most senior driver bidding one trip and so forth until all
43 regular drivers have had an opportunity to bid. Regular drivers shall bid unscheduled extra
44 trips in the same manner. Any trip not assigned by this process shall be offered to other
45 qualified and available regular employees based on preference given to the employees with the
46 earliest hire date. Any extra trip that remains unassigned shall be offered to substitute drivers.

In the event any extra trips remain unassigned, using the preceding process, the District shall have the right to assign such trips to regular drivers. Employees who formerly had a route for at least one year, but no longer have a bus route due to district restructuring who retain a CDL and are available as substitutes will have the eligibility to bid trips under the following limitations:

1. The trip may not conflict with the employee's regular shift;
2. The employee who formerly worked as a regular driver will be considered to have a seniority right to trips on the basis of the length of their previous service as a regular driver.
3. A seniority list reflecting this process will be maintained.

Section 7.7.3.1. Vans.

If there are six or less students who are to be transported then the driver can be a staff member (i.e., coach, teacher, aide, etc.). No driver wages will be paid. If two or more vans are to be used in lieu of a bus, then one driver must be a District bus driver and paid wages accordingly.

Section 7.7.4. Overnight Extra Trips.

Extra trips will be paid at the rate to which the driver is otherwise entitled i.e. either the Extra Trip Rate or the Extra Trip Overtime Rate stated on Schedule A. On overnight extra trips, drivers shall be compensated for actual driving time, or a minimum of eight (8) hours, whichever is greater, for each day. Meals and lodging shall be provided and/or reimbursed by the District, at District approved rates.

Section 7.7.5. Non-Overnight Extra Trips.

Extra trips will be paid at the rate to which the driver is otherwise entitled i.e. either the Extra Trip Rate or the Extra Trip Overtime Rate stated on Schedule A. Standby time is allowed on field trips and athletic trips. Standby time includes all time spent on trips outside of driving time. Standby time shall be paid the same as driving time on extra trips.

Section 7.7.6.

Whenever a trip requires two (2) drivers, as determined by the District, the compensation for each shall include the time during which he/she is a non-operative passenger on the bus in addition to actual driving time, and such time shall be paid the same as driving time on extra trips.

Section 7.7.7.

The required physical examinations for bus drivers shall be paid for by the District. Any monetary amount not covered by health insurance for required physical examinations for bus drivers will be covered by the district. Employees who have paid for the physicals out of pocket will be reimbursed.

Section 7.7.8.

Drivers may refuse to allow students to ride the bus in the event a hazardous condition is created endangering safety of other passengers, provided the driver contacts the principal prior to a subsequent refusal.

Section 7.8.

The use of the video cameras is designed to monitor student behavior. Upon request, bus drivers shall be informed on days that a camera has been placed in their assigned bus(es) prior to departure from the District bus garage. Except in cases of unlawful driver conduct or inappropriate behavior, the content of the video tapes shall not be used to evaluate driver performance. Upon request, tapes will be saved until the driver can review them. Upon request, drivers may be permitted to view the tapes with the supervisor present.

ARTICLE VIII

Section 8.1. Holidays.

Section 8.1.1.

All less than twelve (12) month employees shall receive the following paid holidays that fall within the work year:

- | | |
|---------------------------|----------------------------------|
| 1. New Year's Day | 6. Veterans' Day |
| 2. Martin Luther King Day | 7. Day after Thanksgiving |
| 3. Presidents' Day | 8. Day before or after Christmas |
| 4. Memorial Day | 9. Christmas Day |
| 5. Thanksgiving Day | 10. Labor Day |

Section 8.1.2.

All twelve (12) month employees shall receive the following paid holidays as indicated on the school calendar that fall within their work year.

- | | |
|--|---|
| 1. New Year's Day | 8. Veterans' Day |
| 2. Martin Luther King Day ⁽¹⁾ | 9. Thanksgiving Day |
| 3. Presidents' Day | 10. Day after Thanksgiving |
| 4. Memorial Day | 11. Day before or after Christmas |
| 5. Independence Day | 12. Christmas Day |
| 6. Day before Labor Day* | 13. Day before or after New Year's Day ⁽²⁾ |
| 7. Labor Day | |

*When school starts at least two (2) working days before Labor Day.

- (1) The District shall inform employees as to which day will be taken as a holiday. Employees may be assigned different days.
- (2) Employees may request an alternative holiday (Floating Holiday) subject to: Written request to the Superintendent at least thirty (30) working days prior to Martin Luther King Day, except that: Such employee shall work Martin Luther King Day and shall forego the benefits of Sections 8.2.1 and 8.2.2 herein.

1 **Section 8.2.1. Unworked Holidays.**

2 Eligible employees shall receive pay equal to their normal work shift at their base rate in
3 effect at the time the holiday occurs. An employee who is on the active payroll on the
4 holiday and has worked both his last scheduled shift preceding the holiday and his first
5 scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for
6 pay for such unworked holiday. An exception to this requirement will occur if the
7 employee is on authorized paid leave or can furnish proof satisfactory to the District that
8 because of illness the employee was unable to work on either of such shifts, and the
9 absence previous to such holiday by reason of such illness has not been longer than thirty
10 (30) regular workdays.

11
12 If a holiday falls on a Saturday, the employees will be granted the Friday before as a paid
13 day off. If a holiday falls on a Sunday, the employees will be granted the Monday after as a
14 paid day off.

15
16 **Section 8.2.2. Worked Holidays.**

17 Employees who are required to work on the above described holidays shall receive the pay
18 due them for the holiday, plus one and one-half (1 ½) times their base rate for all hours
19 worked on such holidays, unless the employee starts to work at 10:00 p.m. or thereafter on
20 that date.

21
22 **Section 8.2.3. Holidays During Vacation.**

23 Should a holiday occur while an employee is on vacation, the employee shall be allowed to
24 take one (1) extra day of vacation with pay in lieu of the holiday as such.

25
26 **Section 8.3. Vacations.**

27 Upon completion of the first year of service with the School District, each year round employee
28 shall be granted five (5) days paid vacation per year. Upon completion of the second (2nd) year of
29 service, each year round employee shall be granted ten (10) days paid vacation per year. Upon
30 completion of the fifth (5th) year of service each year round employee shall be granted fifteen (15)
31 days paid vacation per year. Upon completion of the tenth (10th) year of service, each year round
32 employee shall be granted twenty (20) days paid vacation per year. Upon completion of the
33 fifteenth (15th) year of service, each year round employee shall be granted twenty-one (21) days
34 paid vacation per year. Upon completion of the sixteenth (16th) year of service, each year round
35 employee shall be granted twenty-two (22) days paid vacation per year. Upon completion of the
36 seventeenth (17th) year of service, each year round employee shall be granted twenty-three (23)
37 days paid vacation per year. Upon completion of the eighteenth (18th) year of service, each year
38 round employee shall be granted twenty-four (24) days paid vacation per year. Upon completion
39 of the nineteenth (19th) year of service, each year round employee shall be granted twenty-five (25)
40 days paid vacation per year.

41
42 **Section 8.3.1.**

43 It is mutually agreed that vacations shall be scheduled by according priority to vacation
44 dates on the basis of employee seniority. However, District employment needs shall also be
45 taken into account allowing the District final discretion in scheduling vacation times.

1 **Section 8.3.2.**

2 Eligibility for use of vacation credit shall be determined as follows:

- 3
- 4 1. An employee becomes eligible to use his vacation credit after reaching the first (1st)
- 5 eligibility date.
- 6 2. The eligibility date of an employee newly hired or hired after termination of
- 7 employment shall occur on the anniversary date of employment; provided, however
- 8 that employees shall be eligible for benefits accruing during the first (1st) year
- 9 prorated to the next July 1.
- 10

11 **Section 8.3.3.**

12 The taking of a leave of absence without pay shall not deprive a year round employee from

13 vacation credit earned during the balance of the year. However, such leave shall extend the

14 employee's hire date for the extent of such leave for the purpose of vesting of vacation

15 days.

16

17 **Section 8.3.4.**

18 Sections 8.3, 8.3.1, 8.3.2, and 8.3.3 apply to twelve (12) month (year round) employees.

19

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21

22 **ARTICLE IX**

23 **LEAVES**

24

25

26 **Section 9.1. Sickness, Injury and Emergency Leave.**

27

28 **Section 9.1.1.**

29 Each employee, after completing their probationary period, shall receive a minimum of

30 twelve (12) days of paid sickness, injury and emergency leave per year. Sick leave shall be

31 vested when earned and may be accumulated to a maximum of one hundred eighty (180)

32 days. The District shall project the number of annual days of sick leave at the beginning of

33 the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable

34 to the employee's normal daily work shift; provided, however, that should an employee's

35 normal daily work shift increase or decrease subsequent to an accumulation of days of sick

36 leave, sick leave benefits will be paid in accordance with the employee's normal daily work

37 shift at the time the sick leave is taken, and the accumulated benefits will be expended on

38 an hourly rather than a daily basis. Employees responsible for minor dependents shall be

39 allowed use of accumulated sick leave to care for the minor dependent in the event of

40 illness.

41

42 Emergency leave shall be determined by the following:

43

- 44 A. The problem must be suddenly precipitated, must be of such a nature that preplanning is
- 45 not possible, or where preplanning cannot relieve the necessity of the employee's
- 46 absence.
- 47 B. The problem cannot be one of minor importance or of mere convenience, but must be
- 48 serious.

Initial notification must be made to immediate supervisor before leaving whenever possible. Applications for consideration of emergency leave must be made to the superintendent within three (3) working days after the absence.

Section 9.1.2.

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 9.1.3.

An employee using sick leave shall notify the District office as soon as possible of the fact that they will be absent from work. Upon return to work the employee using sick leave will be required to complete a District form indicating that sick leave was taken.

Section 9.1.4. Sick Leave Attendance Incentive Program.

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

Section 9.1.5. Sick Leave Sharing.

All employees who qualify shall be allowed to share sick leave as per District policy.

Section 9.2. Personal Leave.

Up to four (4) days leave shall be granted annually at the request of the employee at full salary for unusual situations which require absence during school hours. Each regular classified employee with less than 1.0 FTE status shall be afforded with days equivalent to their FTE position. This leave is non-cumulative, two (2) days are non-sick leave days and two (2) days are sick leave days.

Section 9.3. Leave for Family Illness And Bereavement.

Each employee shall be entitled to a maximum of three (3) days leave per year with pay for absence caused by death or immediate serious illness or long term life threatening illness to the employee's child, spouse, parent, step-parent, grandparent, sibling or parent-in-law. Such leave shall not be deducted from sick leave and is noncumulative from year to year. Upon the approval of the superintendent, an employee may be granted an additional two (2) days of this leave.

1 **Section 9.4. Maternity Leave.**

2 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such
3 time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave
4 must return to work not later than one (1) year following the granting of the maternity leave.
5 Employees granted maternity leave may, at their option, be allowed compensation for maternity leave
6 in accordance with Section 9.1.1 above. Before returning to work, the employee must be certified by
7 her physician as ready and able to return. As with any other employee using sick leave under Section
8 9.1.1, an employee seeking to be compensated during maternity leave must be physically unable to
9 perform her normal work before Section 9.1.1 would be applicable.
10

11 **Section 9.5. Judicial Leave.**

12 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
13 as a codefendant with the District, such employee shall receive a normal day's pay for each day of
14 required presence in court. In the event that an employee is a party in a court action, such employee
15 may request a leave of absence. If granted, such leave of absence will be without pay.
16

17 **Section 9.6. Child Care Leave.**

18 The District may grant child care leave, without pay, for up to one (1) year for the purpose of caring
19 for a natural or adopted child or a child of legal custody. The returning employee will be provided the
20 same or comparable position occupied before the child care leave.
21

22 **Section 9.7. Parental Leave.**

23 In addition to the maternity leave described above, upon the birth of a child to an employee or
24 placement of a child in an employee's home, a leave of absence with pay for up to five (5) days shall
25 be granted. Parental leave shall be deducted from sick leave.
26

27 **Section 9.8. Leave of Absence.**

28
29 **Section 9.8.1.**

30 Upon recommendation of the immediate supervisor through administrative channels to the
31 superintendent, and upon approval of the board of directors, an employee may be granted a
32 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is
33 granted due to extended illness, one (1) additional year may be granted.
34

35 **Section 9.8.2.**

36 The returning employee will be assigned to the same or comparable position occupied before
37 the leave of absence. Employees hired to fill positions of employees on leave of absence will
38 be hired for a specific period of time, during which they shall be subject to all provisions of this
39 Agreement. It shall be the responsibility of the employer to inform replacement employees of
40 these provisions.
41

42 **Section 9.8.3.**

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

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1.

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

Section 10.2.

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.

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.

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

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

Section 10.5.

Seniority rights shall not be lost for the following reasons.

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

Section 10.5.1.

In the event an employee works an assignment within the District which is not covered by this Agreement, seniority shall not be lost; however, seniority shall not accrue during the period while in said assignment.

Section 10.6.

Seniority rights shall be effective within the general job classification as defined in Section 1.4; provided, that any employee in the bargaining unit shall be entitled to apply the seniority rights applicable to his/her general job classification with respect to an assignment to a new or open job or position unless such an assignment would cause the District to incur an overtime obligation. Bus driver seniority shall be established as of the date they are awarded a regular run. An employee who drives only a van route will have seniority within the transportation category but will not have seniority to bid on extra trips.

1 **Section 10.6.1.**

2 Substitute employees shall be placed on a seniority list in order of first employment by the
3 District for preference in filling new or open positions after regular employees, with
4 recommendation from the immediate supervisor(s).
5

6 **Section 10.6.2.**

7 Regular employees who are qualified and available to work as a substitute may, at their request,
8 be placed on a “Priority Call List” and given first consideration for such substitute work
9 assignments. Unless unavailable for reasons that would otherwise qualify for leave as provided
10 in this Agreement, such employees agree to accept the substitute work opportunities offered by
11 the District.
12

13 **Section 10.7.**

14 The employee with the earliest hire date shall have preferential rights regarding shift selection,
15 vacation periods, special services (including overtime), promotions, assignment to new or open jobs or
16 positions, and layoffs when ability and performance are substantially equal with those individuals
17 junior to him. If the District determines that seniority rights should not govern because a junior
18 employee possesses ability and performance substantially greater than a senior employee or senior
19 employees, the District shall set forth in writing to the employee or employees its reasons why the
20 senior employee or employees have been bypassed.
21

22 **Section 10.7.1.**

23 Regular full-time/part-time employees in the bargaining unit applying for new or open
24 classified position(s) in the District outside of their general job classification shall have
25 preferential rights in filling such positions after members of the bargaining unit working in the
26 general job classification of the open position, subject to the seniority and bypass provisions of
27 Section 10.7 of the Agreement.
28

29 **Section 10.7.2.**

30 Additional hours of employment that an employee is available and qualified to work shall be
31 assigned within the general job classification on a seniority basis.
32

33 **Section 10.7.3.**

34 Temporary employees, as determined and advertised by the superintendent, shall not be
35 covered by Sections 10.7 and 10.10 of the Agreement.
36

37 **Section 10.8.**

38 Employees who change job classifications within the bargaining unit shall retain their hire dates in the
39 previous classification however, seniority shall not accrue in the previous classification.
40

41 **Section 10.9.**

42 The District shall publicize within the bargaining unit, by posting in a conspicuous location, the
43 availability of open positions within five (5) days after the position is declared vacant by the District.
44 A copy of the job posting shall be forwarded to the president of the Association and to the Association
45 representative of the classification concerned.
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1 **Section 10.10.**

2 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
3 District according to layoff ranking. Such employees are to have priority over non-employees in
4 filling an opening in the classification held immediately prior to layoff. Names shall remain on the
5 reemployment list for two (2) years.
6

7 **Section 10.11.**

8 Employees on layoff status shall file their addresses in writing with the personnel office of the District
9 and shall thereafter promptly advise the District in writing of any change of address.
10

11 **Section 10.12.**

12 An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does
13 not comply with the requirements of Section 10.11, or if the employee does not respond to the offer of
14 reemployment within ten (10) working days after sending of a registered mail written notification of
15 reemployment.
16

17 **Section 10.13.**

18 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
19 accrued benefits; provided, that such employee is offered a position substantially equal to that held
20 prior to layoff.
21
22
23

24 **ARTICLE XI**

25 **EVALUATIONS**
26
27

28 **Section 11.1.**

29 Each employee's performance shall be evaluated annually by the employee's immediate supervisor.
30 Bargaining unit members will not administer such evaluations, with the exception of driver trainers,
31 who may evaluate driving skills only.
32

33 **Section 11.2.**

34 All performance evaluations reflecting an unsatisfactory level of performance in one or more
35 categories shall state specific reasons for the unsatisfactory rating, remedial action necessary by the
36 employee needed to cure the unsatisfactory rating, and may receive specific remedial training, as
37 deemed necessary by the District, as an aid to curing the unsatisfactory rating. The employee's
38 performance in the unsatisfactory category shall be reviewed in a conference with the employee, the
39 immediate supervisor and a representative of the Association, if requested by the employee. The
40 current evaluation form shall be attached hereto as Schedule B.
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ARTICLE XII

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 12.1.

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

Section 12.2. Notification to Non-Annual Employees.

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

Section 12.2.1.

Should the District decide to discharge or lay off any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

Section 12.2.2.

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

Section 12.2.3.

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

Section 12.3.

Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks notice of intention to discharge. The employee shall give the District two (2) weeks notice of intent to resign.

ARTICLE XIII

INSURANCE AND RETIREMENT

Section 13.1.

Effective January 1, 2020, the District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB.

Section 13.1.1

PSE of Lake Quinault and the District agree that the unit will be able to participate in VEBA. For the period of September 1, 2020 on (subject to annual renewal and amendment) all members of the bargaining unit will contribute 1% of their pay through payroll deduction for each individual to an individual VEBA plan.

For the period September 1, 2020 through August 31, 2021, the District will contribute an additional 0.5% to employee VEBA accounts.

Section 13.2.

The District shall provide tort liability coverage for all employees subject to this Agreement, as required by statute.

Section 13.3.

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

Section 13.4.

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

ARTICLE XIV

STAFF DEVELOPMENT

Section 14.1.

Employees attending training courses required by state regulation or District policy as a condition of continued employment will be paid by the District, at the employee's regular hourly rate of pay for all time in attendance, plus any fee, tuition, or any District approved transportation costs. The District will give employees at least five (5) business days notice of training. If a driver does not attend District sponsored mandatory training and does not have a valid reason, they will pay the costs of equivalent training from another provider.

ARTICLE XV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 15.1. Membership.

The District and PSE/SEIU 1948 understand that at the center of our labor management relationship is the shared interest in providing the best services to the public. Therefore, it is the expectation of both PSE/SEIU1948 and the District that the District representatives shall remain neutral on the issue of union membership and respect all employees decisions to join and maintain membership in their exclusive professional advocacy organization PSE/SEIU 1948 pursuant to RCW 41.56.150. All bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU 1948 upon employment with the District in a bargaining unit.

Section 15.2. Membership Rescission.

Union members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to PSE/SEIU 1948, following

1 the constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing
2 such conditions have been met, PSE/SEIU 1948 shall inform the District of the employee's non-
3 member status consistent with the notification section 15.4.

4
5 **Section 15.3. New Hire Notification.**

6 The District shall notify the Union in writing of all new hires within ten (10) business days of when
7 such employees are approved to work for the district as a substitute, temporary, or regular employee in
8 any job title set forth on the Schedule B of this Agreement, including name, home mailing address,
9 phone number, job title, work email, work location and hire date. The Employer shall give a copy of
10 this working agreement to each employee when hired.

11
12 **Section 15.4. Dues and Checkoff.**

13 PSE/SEIU1948 shall provide the District with a full and complete list of bargaining unit employees
14 who are current members of PSE/SEIU 1948, and shall provide updates, additions, and/ or other
15 changes in membership status to the District upon request. The District agrees to accept dues
16 authorizations via voice authorization or by E-signature in accordance with "E-SIGN". PSE/SEIU
17 1948 will provide a list of those members who have agreed to union membership via voice
18 authorization. In addition, upon request, access to the District to the .wav files associated with the
19 voice authorization. PSE/SEIU 1948 will be the custodian of the records related to voice/E-signature
20 authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the
21 accuracy and safe-keeping of those records.

22
23 **Section 15.5. Checkoff.**

24 The District shall deduct PSE dues from the pay of any employee who authorizes such deductions in
25 writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the
26 Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.

27
28 **Section 15.5.1. Classified Employee Report to the Association.**

29 The District shall submit a monthly report (to accompany the monthly transmission of dues to
30 PSE) to the Treasurer of PSE listing: the name, and amount of PSE dues deducted for each
31 bargaining unit employee. The District shall provide a list of current addresses and telephone
32 numbers of bargaining unit employees to the Association upon request.

33
34 **Section 15.6.**

35 The Association shall hold the District harmless for the administration of this Article done pursuant to
36 this Article.

37
38 **Section 15.7. New Hire Orientation.**

39 The District will provide the Association reasonable access to new employees of the bargaining unit
40 for the purposes of presenting information about their exclusive bargaining representative to the new
41 employee. The presentation may occur during a new employee orientation provided by the District, or
42 at another time mutually agreed to by the District and Association. No employee may be mandated to
43 attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this
44 section means: (a) The access to the new employee occurs within ninety days of the employee's start
45 date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access
46 occurs during the new employee's regular work hours at the employee's regular worksite, or at a
47 location mutually agreed to by the District and Association.

ARTICLE XVI
GRIEVANCE PROCEDURE

Section 16.1.

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

Section 16.2. Grievance Steps.

Section 16.2.1.

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

Section 16.2.1.1.

For this and other purposes of this Agreement, the District shall identify and list "immediate supervisors" for each member of the bargaining unit at the start of each school year.

Section 16.2.2.

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

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

The employee shall submit the written statement of grievance to the 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 16.2.3.

If no settlement has been reached within the five (5) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) 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. If an agreeable disposition is made, all parties to the grievance shall sign it.

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Section 16.2.5.

Section 16.3.

ARTICLE XVII

Section 17.1.

Section 17.2.

Section 17.3.

Section 17.4.

2023-2026 Collective Bargaining Agreement
PSE of Quinault / Lake Quinault School District #97



retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such retroactive pay shall be paid on the first regular payday following Agreement on such schedule, if possible, and in any case not later than the second regular payday.

Section 17.5.

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the rate established by school district policy for all its employees.

Section 17.6.

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures upon presentation of a receipt for reasonable expenses.

ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Section 18.1.

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

The work year for 2008-2009 will be as agreed July 17, 2008.

Section 18.2.

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

Section 18.3.

This agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that the parties will meet when there can be an increase in hours for members, with priority going to those members who are current and qualify for the position and will not interfere with primary job, and provided further that the parties will negotiate the work year during the term of the agreement, and provided further that Schedule A be increased by eight percent (8%) for 2023 - 2024, seven percent (7%) for 2024 - 2025, and six percent (6%) for 2025 - 2026.

Section 18.4.

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

Section 18.5.

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

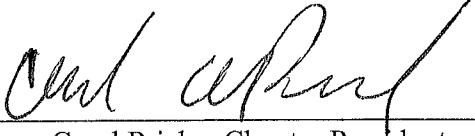
Section 18.6.

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

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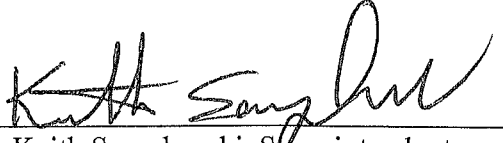
PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

LAKE QUINAULT CHAPTER

BY: 
Carol Priebe, Chapter President

DATE: 9/1/23

LAKE QUINAULT SCHOOL DISTRICT #97

BY: 
Keith Samplawski, Superintendent

DATE: 9/1/2023



Schedule A
Lake Quinault School District #97
September 1, 2023 – August 31, 2024

Classification 2023 - 2024	*Beginning Wage	Regular Wage	Five (5) Year Longevity	Ten (10) Year Longevity
Para Positions				
Teacher Assistant	\$17.55	\$19.50	\$19.75	\$20.50
General Assistant	\$17.55	\$19.50	\$19.75	\$20.50
Interpreter	\$17.55	\$19.50	\$19.75	\$20.50
Substitute Instructor	\$21.96	\$24.40	\$24.65	\$25.40
Program Manager/Preschool Instructor	\$20.57	\$22.85	\$23.10	\$23.85
ECEAP Preschool Administrator	\$23.85	\$26.50	\$26.75	\$27.50
21st Century Program Director	\$25.48	\$28.32	\$28.57	\$29.32
Transportation				
Bus/Van Driver w/CDL	\$22.50	\$25.00	\$25.25	\$26.00
Extra Trip Rate	\$19.92	\$22.13	\$22.38	\$23.13
Extra Trip Overtime Rate	\$27.56	\$30.63	\$30.88	\$31.63
Transportation Coordinator	\$21.69	\$24.08	\$24.33	\$25.08
Food Service				
Head Cook	\$21.45	\$23.82	\$24.07	\$24.82
Assistant Cook	\$19.86	\$22.08	\$22.33	\$23.08
Custodian/Maintenance				
Custodian	\$19.80	\$22.00	\$22.25	\$23.00
Maintenance	\$22.53	\$25.03	\$25.28	\$26.03
Maintenance/Mechanic	\$23.35	\$25.94	\$26.19	\$26.94
Grounds Maintenance	\$19.33	\$21.49	\$21.74	\$22.49
Mechanic/Maintenance/Grounds	\$24.31	\$27.02	\$27.27	\$28.02
Head Maintenance Supervisor	\$22.98	\$25.53	\$25.78	\$26.53
Network Technician	\$39.60	\$44.00	\$44.25	\$45.00
Technology Coordinator	\$25.10	\$27.90	\$28.15	\$28.90

*The beginning wage rate shall be 90% of the regular wage rate and shall be paid for no more than 90 working days following the hire date as a regular employee.

All Food Service employees shall maintain health certificates and the required permits.