

COLLECTIVE BARGAINING AGREEMENT BETWEEN

FIFE SCHOOL DISTRICT #417

AND

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON

FIFE CHAPTER

SEPTEMBER 1, 2020 - AUGUST 31, 2023



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P R E A M B L E

The following constitutes an agreement between the Employer, FIFE SCHOOL DISTRICT, hereinafter called the "District," and THE PUBLIC SCHOOL EMPLOYEES OF FIFE, an affiliate of the Public School Employees of Washington, hereinafter called the "Association."

A R T I C L E I

RECOGNITION

Section 1.1. Recognition.

The District hereby recognizes the Association as the exclusive bargaining representative of all full-time and regular part-time employees specified in Section 1.3.

Section 1.2. Job Descriptions.

The District will provide new employees with a current job description for their assignment, and current employees upon their request. A copy of all current job descriptions will be provided to the Association. When new positions or revised current positions are established by the District, the District and the Association will bargain the wages for said position.

Section 1.3. Bargaining Unit and Exempt Positions.

The bargaining unit to which this Agreement is applicable shall consist of all regularly employed classified employees in the following general classifications: Secretarial-Clerical, Paraeducator, Specialists, Custodial-Maintenance employees, Technology employees, Transportation employees (includes Mechanics), Food Service employees, EXCEPT: District Office Administrative Assistant, Building Office Manager, High School/Junior High/Middle School Attendance Secretary, Coordinator of Indian Education, Director of Human Resources, Director of Transportation, Manager of Food Services, Director of Business Services, Accounting Officer, Payroll Officer, Payroll Specialist, Accounts Payable Officer, Director of Maintenance & Operations, Custodial Supervisor and Transportation Specialist. District agrees that driver-trainer duties remain bargaining unit work.

Section 1.3.1. Substitutes.

Those substitute employees recognized as "employees" by the Public Employees Collective Bargaining Act shall also be included in the bargaining unit. However, the only provisions of the Agreement which covers substitutes are Section 9.11, Section 18.2, and Schedule A. Substitutes shall be paid at Step 0 of the applicable range on Schedule A.

Section 1.3.2.

Regular bargaining unit employees authorized by the District to personally call and arrange for substitutes either from the work place, or their residence will be paid their regular hourly wage and overtime where applicable in accordance with the terms of Article V, Section 5.8. and 5.19.

Section 1.3.3.

Whenever used in this Agreement, the terms "job title" shall refer to a specific job title in Schedule A, such as Lunchroom Helper, Bus Driver, or Custodian. The term "General Classification" shall refer to one of the larger grouping as listed in Section 1.3.

1
2 **Section 1.4. Temporary Positions.**

3 Regular employees may bid to a temporary position and be subject to all regular benefits and
4 provisions of the Agreement. Regular employees reassigned to a temporary position will have their
5 former position held by a substitute employee for the duration of the temporary assignment at which
6 time the regular employee shall be reassigned to their former position with no loss of seniority.
7

8 **Section 1.4.1.**

9 A temporary position shall be defined as a short-term position designated for more than sixty
10 (60) working days, but less than one hundred eighty (180) days or the end of the fiscal year
11 whichever comes first. Temporary positions shall be posted. Persons hired to fill a temporary
12 position shall not be subject to Article X of this Agreement.
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16 **ARTICLE II**

17 **MANAGEMENT**
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19

20 **Section 2.1.**

21 All management rights, powers, functions and authority shall remain vested exclusively in the District.
22 It is expressly recognized that such rights, powers, authority and functions include but are by no means
23 whatever limited to the full and exclusive control, management and direction of the District, the work
24 performed and its employees. Included in such rights are the right to contract work and sub-contract
25 work and to change, increase or eliminate procedures, methods, functions, equipment, facilities, as
26 well as determining its work force, promoting, terminating, transferring employees or administering
27 discipline.
28

29 **Section 2.2.**

30 The District and the Association agree that the above enumerations of management rights is for
31 illustrative purposes only and not to be construed or interpreted so as to exclude those prerogatives not
32 mentioned which are inherent to management, including those prerogatives granted by law or common
33 law. It is the intention of the District and the Association that the rights, powers, authority and
34 functions of management shall remain exclusively vested in the District except insofar as expressly and
35 specifically surrendered or limited by the express provisions of this Agreement.
36

37 **Section 2.3.**

38 The exercise of these rights which are not in direct conflict with a specific provision of the Agreement
39 shall not be subject to the grievance procedure.
40

41 **Section 2.4.**

42 It is further understood and agreed that failure to exercise any function herein reserved to it or retained
43 by common law, or the exercise of any function in a particular way, shall not be considered a waiver of
44 the right to exercise such function either in the same or in any other manner which is not contrary to
45 the specific provisions of this Agreement.
46
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48

1 **Section 2.5.**

2 In the event the District elects to sub-contract an entire general classification as per Section 1.3, the
3 District agrees to notify the Association and impacted employees in writing at least sixty (60) days
4 prior to implementation or before the end of the school year if the sub-contract is effective the
5 following September. Furthermore, the District agrees to negotiate the effects of any such decision
6 with the Association.
7
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10 **ARTICLE III**

11 **RIGHTS OF EMPLOYEES**

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13
14 **Section 3.1. No Discrimination.**

15 Neither the District nor the Association shall discriminate against any employee subject to this
16 Agreement on the basis of race, creed, color, religion, national origin, age, marital status, honorably
17 discharged veteran or military status, sex, sexual orientation including gender expression or identity,
18 the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service
19 animal by a person with a disability with respect to a position, the duties of which may be performed
20 efficiently by an individual without danger to the health or safety of the disabled person(s) or others.
21

22 **Section 3.2. Personnel File.**

23 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the
24 District administrative office. Each employee shall have the right, upon request and after making an
25 appointment for that purpose with the Director of Human Resources or Designee to review the
26 contents of his/her District personnel file maintained at the District Office. The review shall be made
27 in the presence of the administrator responsible for safekeeping of these files. During the review
28 employees shall be allowed to copy any material therein and shall be permitted to make a written
29 inventory of material there, and, on request, have such inventory signed and dated by a representative
30 of the administration.
31

32 No performance related material shall be placed in the employee's personnel file unless said material
33 has been shown to the employee and the employee has been given an opportunity to sign the material,
34 indicating that the employee has received said material. All derogatory material contained in the file
35 shall be removed no later than three (3) years after its placement in the file, upon written request by the
36 employee to human resources office. An employee may attach comments to any material that is a part
37 of the personnel file.
38

39 **Section 3.3. Attendance at Association Meetings.**

40 Employees may be allowed to attend evening Association meetings during working hours provided
41 their request is submitted to their supervisor at least two (2) days in advance and all missed working
42 hours are made up in their job title as determined by the supervisor. The District will not discriminate
43 against any employee who requests or utilizes this section to attend Association meetings.
44

45 **Section 3.4. Discipline and Just Cause.**

46 Bargaining unit employees shall only be disciplined for just cause. Discipline shall be confidential in
47 nature. Discipline steps may include written warning, written reprimand, suspension without pay or
48 discharge as the last and final resort, provided that in any case, the disciplinary action shall be

1 commensurate with the behavior which precipitated the discipline. If the specific grounds forming the
2 basis for the disciplinary action are unclear, the employee or the Union may request a written statement
3 for the basis for the disciplinary action. The District will notify the Union of any disciplinary action
4 taken against an employee, provided however that failure or delay in providing such notice shall not be
5 the basis for nullifying just cause discipline.

6
7 While recognizing the principles of just cause, the District reserves the right to determine the level of
8 discipline depending on the severity of the offense and may skip steps in progressive discipline for
9 severe offences.

10 11 **Section 3.5. Representative Visitation.**

12 The representative of PSE shall notify the District before visiting District facilities. Conferences or
13 meetings between employees and Union representatives shall not be conducted during the employee's
14 working time, other than scheduled lunch or break periods.

15 16 **Section 3.6. Right to Union Representation.**

17 Employees shall have the right to Union representation at discussions that the employee reasonably
18 believes could result in discipline.

19 20 **Section 3.7. Cameras on Buses.**

21 Video cameras shall be used on school buses for the purpose of student discipline and student safety.
22 Video shall not be used in the formal evaluation process or as evidence for disciplinary action against
23 the driver and/or bus aide except in the case of unlawful acts by the driver and/or bus aide. The driver
24 and/or bus aide may view the video during layover time unless requested by the Director of
25 Transportation or the Dispatcher, or with prior approval of the supervisor. Time spent viewing video
26 will be paid time.

27
28 Video shall be viewed by the Director of Transportation or the Dispatcher. The driver and/or bus aide
29 will be notified if copies of the video or portions thereof were forwarded to a Principal, Vice Principal,
30 or Law Enforcement Officer.

31
32 Conferences requiring video viewing will take place in a private area. During conference viewing,
33 only directly involved parties (i.e., parent/guardian, student, driver and/or bus aide, building
34 administrator, law enforcement officer, and Director of Transportation) may view the video. The
35 Superintendent, or his/her designee, may also view video upon request to the Director of
36 Transportation.

37 38 **Section 3.8. Notification to Paras and Drivers of students with violent tendencies.**

39 Employees will be notified as soon as possible, after the District receives notification of students with
40 whom they have direct contact, who are known to have exhibited criminal or violent behavior or
41 behavior that indicates the student could be a threat to the safety of the educational staff, without
42 revealing specific information regarding criminal histories or specifically protected private
43 information. This information will be treated as strictly confidential.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Investigatory Hearings.

If requested by the employee, the Association may have a representative at any investigatory hearing conducted by the District to which the employee has been called in, where the employee has a reasonable expectation that such investigation will result in disciplinary action for the employee. (See Appendix A – Weingarten Rights.)

Section 4.2. Member Information.

Upon request of the Association, and/or local Association President, the District shall provide the name, address, phone, work assignment, hours/day, days/year and salary information of each employee in the bargaining unit on a semi-annual basis.

Section 4.3. Bulletin Boards.

The Association shall be allowed to post non-inflammatory notices on faculty bulletin boards. Association notices shall be identified as such and shall not be for a political campaign.

Section 4.4. Use of District Property.

Association Business Representatives of the Union shall be permitted to transact official Union business on school property. Contacts with bargaining unit employees for the purpose of transacting official Union business shall be made during times outside the normal working day of the bargaining unit employee(s). However, the Union President, designee or General Classification/Building Representatives may distribute Union newsletters, flyers, membership materials and other printed matter during duty hours, using bargaining unit employee(s') mailboxes or their equivalent as provided in Section 4.6 provided that said distribution shall not interfere with his/her/normal duty activities.

Section 4.5. Use of Equipment and Materials.

The Union may be preauthorized, upon request of the appropriate administrator, to use School District equipment and materials, provided that the cost of the use of such equipment or cost of materials is reimbursed to the District by the Union. Any District staff time involved in the Union's use of equipment or supplies would also be charged to the Union.

Section 4.6. District Mail Service.

Upon notification to the building administrator, the Union shall be authorized to use the District email, intra-building mail service and may use bargaining unit employee(s') mail boxes or the equivalent for distribution of notices. The District shall not be liable for distribution of any such mail or notices.

Section 4.7. Financial Information.

The District (upon request) shall furnish the Union President with standard public records and financial reports of the District as follows: (a) General Fund Expenditure Statement, (b) Budget Status Report, (c) Financial Statement – relevant funds, and (d) Budget.

Section 4.8.

The Union President shall be placed on the list to receive the agenda and minutes of Board meetings. Upon request, any other public information shall be made available for inspection by the Union at the

Superintendent's Office, and if copies are requested and can be made, the Union shall be charged the standard copying fee.

Section 4.9. School Year Calendars.

The District shall provide all school calendar options to the Union for each year of the contract duration. The Union membership shall vote on one of the options for use by the District. The parties understand this is an advisory vote as the school board has the final authority to adopt the District calendar.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1. Normal Work Week.

The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days of rest. Provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) days of rest, provided the employee is performing duties within his/her job title unless the employee agrees to perform duties outside his/her job title or in the event that an emergency exists.

Section 5.2. Normal Work Shift.

The normal work shift shall consist of eight and one-half (8½) hours including a forty (40) minute uninterrupted lunch period. All employees scheduled to work five (5) hours or more shall be provided a duty-free lunch period of a minimum one-half hour. The lunch period shall be as close to the middle of the shift as practicable. All normal work shifts shall have a fifteen (15) minute first half and a fifteen (15) minute second half rest period.

Section 5.3. Definite Shift Assignment.

Each employee shall normally be assigned to a definite shift with designated times of beginning and ending, which shall not be changed with less than one week notice except in an emergency or unless mutually agreed between the employee and the District.

Section 5.3.1. Shift Differential.

Employees who are assigned a work shift in which 50% or more of the hours scheduled are after 11:00 p.m. shall receive a third (graveyard) shift differential stipend of an additional twenty-five cents (\$0.25) per hour compensation.

Section 5.4. Less than Normal Work Shift.

In the event an employee works a shift which is less than the normal work shift, the employee shall be provided a rest period of not less than fifteen (15) minutes for each four (4) hours of working time. No employee shall be required to work more than three (3) hours without a rest period.

Section 5.5. Emergency Closure or Late Start.

In the event school is canceled for emergency conditions, the District will make every effort to notify employees to refrain from coming to work and will give timely notice to the radio stations of such

1 school closures following established emergency procedures for notification of school closures.
2 Twelve month employees may take a pay deduct or use any accumulated leave, provided however that
3 if they are called in as essential employees they shall not have a deduct from the accumulated leave.
4 Employees identified by their supervisor as essential in meeting the needs of the District will be
5 expected to make every reasonable effort to report for work. Essential employees will document the
6 additional hours worked on time sheets and be compensated at their regular rate of pay in addition to
7 emergency leave pay.

8
9 In the event emergency conditions cause a shortening of the workday and teachers are allowed to
10 arrive late/leave early, paraeducators, clerical, and specialists shall be afforded the same option.

11
12 Employees will be compensated with a minimum of two (2) hours pay at their regular hourly rate if the
13 District fails to issue notification for emergency school closure at least one hour prior to the employees
14 assigned start time and the employee has arrived at work.

15 16 **Section 5.6. Working for a Higher Paid Position.**

17 Employees requested to work two (2) or more consecutive days performing all the duties regularly
18 performed by a higher paid employee shall receive compensation equal to the lowest step of the higher
19 paid position which provides an increase effective the second day of the higher assignment, provided
20 that when such assignment is across general job classifications, the employee shall be placed on the step
21 commensurate with their regular years of in-District experience but not less than the lowest step of the
22 higher paid job title that would provide a wage increase.

23 24 **Section 5.7. Custodial/Maintenance.**

25 26 **Section 5.7.1. Custodial and Maintenance Shifts Day before Thanksgiving.**

27 On the day before Thanksgiving, 2nd shift custodial and maintenance employees shall be
28 allowed to start their shifts one-half hour after student dismissal; 3rd shift employees shall be
29 allowed to start their shifts no later than 6:00 pm; provided all building activities have custodial
30 coverage if needed.

31 32 **Section 5.7.2**

33 Custodial staff shall have the option to request to alter their start/end times on non-student days
34 (Winter break, Spring break etc.) These requests shall be made to the Custodial supervisor for
35 review and approval.

36 37 **Section 5.8. Food Service.**

38 39 **Section 5.8.1.**

40 Food Services' employees required to obtain a food handler card shall be reimbursed the cost
41 of obtaining such card.

42 43 **Section 5.9. Paraeducators.**

44 45 **Section 5.9.1.**

46 Paraeducators will be allowed to leave after student departure on the Wednesday before
47 Thanksgiving, the last student day before Winter Break, and the last day of school. For these
48

three days, paraeducators will be allowed to: 1) use accumulated comp time, 2) take a pay deduct, or 3) use one-half (1/2) of a personal day.

Section 5.9.2. Paraeducator Additional Building Hours.

Nothing in this Article is intended to require the District to post additional hours in the Educational Assistant category as an "open position." Principals will assign employee hours as necessary to meet building and educational needs. In assigning such hours, the District will attempt to maximize the number of hours assigned to individual Educational Assistants on a seniority basis, consistent with educational needs, scheduling requirements, and individual skills of the Educational Assistants.

Section 5.9.3. Paraeducator Reassignment.

In the event that it becomes necessary to make a reassignment, the least senior employee will be reassigned, provided that academic program requirements can be met and that the least senior employee has the qualifications required and necessary to succeed in the position. Employees will not be reassigned without the training necessary to safely perform their assigned duties.

Employee(s) reassigned shall have access to pertinent information for the safety of the employee(s) and the student(s). This information may include IEP's or other plans in place. Reassigned employee(s) shall be provided one (1) day release time on site to adjust to the new assignment.

Section 5.9.4. District Initiated Employee Paraeducator Transfer.

The District may transfer such Paraeducators as needed to meet the building's educational needs. After any such transfers have been made, the District shall post within the bargaining unit the availability of open positions. Paraeducators shall be allowed to express an interest in the position by notifying the personnel office within five (5) days in writing.

Section 5.9.5.

Paraeducators shall be compensated for required tasks performed at the direction of and approved by the principal which are beyond their scheduled hours, e.g., bus duty, preparation of discipline and accident reports, other related paperwork, or consultation with teachers.

Section 5.9.6. Core Competencies.

Educational Assistants who meet the District's core competencies by completion of the District-sponsored program shall receive a one-time stipend of \$150 upon the documented completion of all requirements. The stipend will be paid on the July paycheck.

Section 5.9.7. Para Training

Paras will be eligible for additional compensation upon completion of the following portions of the State Para Training:

- Upon completion of each additional Subject Matter Certificate as per RCW 28A.413.080 each employee will receive an additional \$1 per hour per for a total of up to \$2 per hour above the employee's wage.

- Paraeducators who complete the Advanced Paraeducator Certificate as per RCW 28A.413.090 will receive an additional \$1 per hour for a total of up to \$3 per hour above the employee's wage.

To receive each wage increase, employees are required to provide certificate documentation, including recertification documentation to Human Resources.

Section 5.10. Secretarial.

Section 5.10.1.

Secretaries will be allowed to leave after student departure on the Wednesday before Thanksgiving, the last student day before Winter Break, and the last day of school. For these three days, secretaries will be allowed to use accumulated comp time, take a pay deduct or use one-half (1/2) personal day.

Section 5.11. Specialists.

Section 5.11.1.

Specialists will be allowed to leave after student departure on the Wednesday before Thanksgiving, the last student day before Winter Break, and the last day of school. For these three days, Specialists will be allowed to use accumulated comp time, take a pay deduct, or use one-half (1/2) personal day.

Section 5.12. Technology.

This section held for future Technology language

Section 5.13. Transportation.

Section 5.13.1.

Shifts shall be established for bus drivers and bus assistants in relation to the routes and driving times necessary to fulfill tasks assigned by the Transportation Supervisor, except that all regular bus driving personnel shall receive, in addition to actual hours of driving time, twenty (20) minutes hourly rate for the morning route, twenty (20) minutes hourly rate for the afternoon route and fifteen (15) minutes hourly rate for the midday run per day, for the purpose of warmup, cool down, bus cleanup and bus washing (in some cases, bus cleaning and washing may be assigned between runs, where time is available). If there are sixty (60) minutes or less between regular assignments (inclusive of meetings, but excluding extra trips), the hourly rate shall continue uninterrupted; in such cases, however, the bus driver and bus assistant must remain on the premises and may be assigned other tasks as determined by the District.

Section 5.13.2.

Runs shall be bid in September, to be effective October 1. Effective September 1 of each year of the contract, all AM and PM runs, but excluding midday runs that are contracted will be paid a minimum of two hours per day, per run, for bus drivers only, including the twenty (20) minute pre- and post-run time referenced in Section 5.13.1. To and from school runs are bid by seniority. Midday and kindergarten runs are to be bid separately on the basis of seniority.

1 From the period of September 1st to October 1st, the bus drivers and bus assistants will be paid
2 on the basis of the prior year's run, with differences deducted or added on a time-sheet basis.

3
4 Regular runs vacated by regular employees, due to extended absence expected to be greater
5 than four (4) months will be re-bid for the period of the absence and be assigned to the most
6 senior driver interested in the run.

7
8 All posted trips will be paid at a minimum of one (1) hour.

9
10 **Section 5.13.3.**

11 For "shifts" as referenced in Section 5.13.1., the provisions of Section 5.3 shall not apply. For
12 all routes, when the route time is intermittently or permanently reduced, the initial route time
13 shall remain in effect for five (5) working days. To receive pay for the initial route time, bus
14 drivers and bus assistants must remain on site and may be assigned other tasks as determined
15 by the District.

16
17 **Section 5.13.4.**

18 Transportation employees who also work in another general classification shall always give
19 priority to transportation for regular to and from school runs.

20
21 **Section 5.13.5.**

22 Extra transportation trips, other than regular daily assigned runs, shall be posted as soon as
23 possible after the District is apprised of the trip. When practicable, such trips shall be awarded
24 to the senior bus driver signing up, provided however, that extra trips may be awarded by the
25 District in such a manner to minimize bus drivers working in excess of forty (40) hours per
26 week, excluding overnight trips.

27
28 **Section 5.13.5.1.**

29 During the first month of the school year (September) no bus driver shall bid for
30 extracurricular trips that conflict with the afternoon runs. After September, bus drivers
31 may bid on any extra trips that provide a gain of at least one (1) hour over their regular
32 a.m. and p.m. assigned runs or any gain over a mid-day assigned run.

33
34 **Section 5.13.5.2.**

35 Bus drivers who are scheduled for a field trip or a special run and are unable to be
36 notified of the cancellation of the trip prior to leaving their home, shall receive two (2)
37 hours pay at the employee's base hourly rate, or their regular P.M. pay if the run was
38 during their P.M. run time, whichever is greater, and may be assigned duties during the
39 two hours.

40
41 **Section 5.13.5.3.**

42 For Bus Drivers, trips assigned outside the regular daily assigned runs, which do not
43 require the Bus Driver to sleep overnight, shall be computed at the hourly rate for total
44 trip time.

45
46 **Section 5.13.5.4.**

47 For Bus Drivers, trips assigned outside the regular daily assigned runs, in excess of ten
48 (10) hours total trip time, the District, at its discretion, may assign two (2) Bus Drivers

per bus. However, each Bus Driver shall receive a minimum of eight (8) hours for any day that the driver is required to stay overnight or actual driving time if greater than eight hours.

Overnight trips shall be defined as any trip that requires spending the night at an out-of-District location. Bus Drivers shall be compensated for actual time worked at the regular rate; PROVIDED that drivers shall be guaranteed eight (8) hours per day at their regular rate for any day that the driver is required to stay overnight, and that sleeping* time shall be duty free and uncompensated. Drivers shall be provided with separate adult sleeping accommodations, admission to school sponsored events, and meal reimbursement in accordance with District Policy.

*"Sleeping time" is defined as that block period of time during the 24-hour day when the driver has been released from all driving or standby responsibilities.

Section 5.13.5.5.

For Bus Drivers, trips assigned outside the regular daily assigned runs, which require the Bus Driver to sleep overnight, shall be compensated at eight (8) hours per day, or actual driving time, whichever is greater. If driving time is less than eight (8) hours, then the Bus Driver shall be paid the balance of hours up to a total of eight (8) hours per day for any day that the driver is required to stay overnight.

Section 5.13.5.6.

In the event there are no buses or drivers available and a contractor is used, such contractor will be assigned to the shorter (hours) trip so that a district driver may be assigned the maximum amount of time available.

Section 5.13.6.

The District shall reimburse school bus drivers and mechanics for the CDL renewal cost of their driver's license.

Section 5.14. Mechanics.

Section 5.14.1. Tool Allowance.

Transportation Department mechanics who are required to provide their own tools shall receive an annual allowance of six hundred dollars (\$ 600.00) for replacement, depreciation, and repair of broken, damaged or worn out tools.

Section 5.15. Overtime.

Section 5.15.1. Assignment of Overtime.

If a person starts a job within their normal shift, and it runs into overtime, that person shall be allowed to complete the job rather than assign the overtime to another person. In other cases overtime shall be assigned according to the following priorities: A) to the person who normally does the work or to the person at that site who has the most appropriate skills or training to do the job; B) to the most senior qualified person in the same job title and within the school or department where the work is taking place; C) To the most senior qualified person within the

same job title regardless of location; D) to the most senior qualified person with the same general classification. Overtime may then be offered to any employee willing to do the job.

Section 5.15.2. Facility Supervision.

Should the District determine that a bargaining unit employee is needed to supervise facility use by non-District parties, bargaining unit employees will be offered the assignment from a rotating list of qualified/trained employees who have expressed interest in writing to the Manager of Maintenance October 1st of each year, in these overtime assignments. Employees wishing to be added to the supervisory list will be required to attend mandatory training provided by the District. Training will occur outside of the employee's regular work schedule and the time will be at the employee's regular rate of pay. An employee on a plan of improvement will not be eligible for facility supervision assignments.

Section 5.15.3 Overtime Rate of Pay.

For persons other than transportation personnel, all authorized hours in excess of eight (8) hours per day (ten hours in the case of a four-ten work week) or five (5) days per week shall be compensated at the rate of time and one-half the employee's base hourly rate. There shall be no duplication or pyramiding of overtime. Overtime must be authorized in advance by administrative authority.

Section 5.15.4. Overtime and Compensatory Time.

The following rules and procedures govern the payment of overtime premiums and use of compensatory time.

1. All overtime must be authorized in advance by the employee's supervisor. If compensatory time is to be granted in lieu of overtime premium pay, both the employee and supervisor must agree on that arrangement before the overtime is worked. No employee can be required to accept compensatory time in lieu of overtime pay.
2. Overtime premium will be paid at the rate of one and one-half (1½) times the employee's base hourly rate. Compensatory time will be credited at the rate of one and one-half (1½) times the actual overtime worked; that is, the employee will accrue one and one-half (1½) hours of compensatory time for each one (1) hour of overtime worked.
3. Overtime worked must be reported at the conclusion of each pay period. Overtime pay will be handled through regular District time sheet process which will become the District record. Time sheet will be marked overtime. A record of accrued compensatory time will be maintained by the building principal.
4. Compensatory time may be accumulated only to a maximum of 45 hours (the amount of compensatory time accrued by working 30 actual hours of overtime). In the event that an employee reaches the maximum accumulation, any additional overtime worked will be paid at one and one-half (1½) times the employee's regular rate of pay. This applies for twelve (12) month employees only.
5. Less than twelve (12) month employees can accrue up to fifteen (15) hours of compensatory time for the entire school year.
6. An employee desiring to use compensatory time off must prearrange it with his/her supervisor. Whenever possible, the supervisor will allow the employee to take compensatory time within the employee's work year.
7. An employee must use their compensatory time when a substitute is not required.

8. An employee who terminates employment with the District shall be paid for any unused, accumulated compensatory time at the employee's rate of pay at the time of termination.
9. All compensatory time must be used or compensated by the last day of the employee's work year. For twelve (12) month employees this means August 31. For employees working less than twelve (12) months, this means the last day of their work year.
10. All employees shall receive twice their base hourly rate for all hours worked on Sunday.

Section 5.16. Call Back.

For persons other than transportation personnel, employees assigned a normal shift or those employees whose regular shift is less than eight (8) hours per day who are called for special service, shall receive no less than two (2) hours pay per call at the rate of time and one-half the employee's base hourly rate.

Section 5.17.

Employees shall be compensated at one and one-half times their base hourly rate for all hours worked in excess of forty (40) hours per workweek.

Section 5.18. Sunday Work.

If the hours worked exceed forty (40) hours the previous week, employees shall receive twice their base hourly rate for all hours worked on Sunday.

Section 5.19.

Compensated hours shall be considered hours worked.

Section 5.20. Flextime.

Flextime shall be understood to mean mutually agreed upon hours of work that are compensated on an hour-for-hour basis. Paraeducators shall have the option to bank such hours and apply such time as mutually agreed upon between the employee and building administrator.

Section 5.21. 260 Day Work Year.

For the duration of this agreement, when applicable, and the 260 day calendar shows any additional days (such as 261), all full time employees will take the Friday before Memorial Day as the non-work day, as long as that day is a scheduled non-school day.

ARTICLE VI

HOLIDAYS

Section 6.1. Paid Holidays.

All regular employees shall receive the following paid holidays at a rate equal to the employee's normal pay for the day, **if the holiday falls within their work year:**

- | | |
|----------------------------------|-------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King's Birthday | 8. Thanksgiving Day |
| 3. President's Day | 9. Day after Thanksgiving Day |
| 4. Memorial Day | 10. Day before Christmas |

5. Veterans' Day
6. Independence Day

11. Christmas Day
12. Day after Christmas

Section 6.2. Pay for Worked Holidays.

Regular employees who are required to work on the above described holidays shall receive the pay due them for the holiday plus one and one-half (1½) times their base rate for all hours worked on such holidays.

Section 6.3. Holiday During Vacation.

Should a holiday occur while a regular employee is on vacation, the employee shall be allowed to take one extra day, if the holiday falls on a normal working day of that employee.

Section 6.4. Holidays on Weekends.

When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be considered the paid holiday, unless the preceding Friday or the following Monday falls on a school day, in which case the Friday or Monday non-school day would be considered the paid holiday.

ARTICLE VII

LEAVE PROVISIONS

Section 7.1. Sick Leave.

All regular employees shall accumulate one day of sick leave for each full month of service with a minimum of ten (10) days per full school year. For purposes of this Article, a full month of service shall be considered as having been worked when the regular employee works fifteen (15) days during the calendar month.

Section 7.1.1. Workers Comp.

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, to the extent of his/her accumulated sick leave. 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 7.1.2. Sick Leave Accumulation.

Sick leave shall be accumulative to a maximum of the number of contract days provided by RCW 28A.400.300.

Section 7.1.3. Uses for Sick Leave.

Sick leave is defined to cover:

- A. Serious illness or injury of employee or immediate/extended family residing under the same roof, which incapacitates or prevents him/her from work or which might endanger the health of students.

- 1 B. Serious illness or injury of the following family members, not residing under the same
2 roof.
- 3 • Spouses and parents thereof;
 - 4 • Sons and daughters, and spouses thereof;
 - 5 • Parents, and spouses thereof;
 - 6 • Brothers and sisters, and spouses thereof;
 - 7 • Grandparents and grandchildren, and spouses thereof;
 - 8 • Domestic partner and parents thereof, including domestic partners of any of the
9 aforementioned family members;
 - 10 • Any individual related by blood or affinity whose close association with the
11 employee is the equivalent of a family relationship.
- 12 C. Contagious or infectious sickness in the immediate family residing under the same roof,
13 which might endanger the health of students.
- 14 D. In the event of other emergencies not covered in the above provisions, which make it
15 impossible for the employee to be at work, sick leave may be granted at the discretion
16 of the Superintendent or designee.
- 17 E. The Superintendent or designee may at any time require a doctor's certificate or proof of
18 illness.
- 19 F. Consistent with the Washington Family Care Act (RCW 49.12.265 et seq) and
20 notwithstanding any other provision of this agreement, an employee may utilize earned
21 sick leave to care for: (a) a child of the employee with a health condition that requires
22 treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the
23 employee who has a serious health condition or an emergency condition, or (c) victims
24 or domestic violence, sexual assault, or stalking. The District may require verification of
25 the health condition by the employee's or family member's personal physician.
- 26 G. Subject to the approval of the District, employees may be permitted to transfer sick
27 leave pursuant to RCW28A.400.380 and WAC 392.126, and District Policy.

28
29 **Section 7.1.4. Transfer of Sick Leave.**

30 Transfer and accumulation of sick leave shall be in accordance with RCW 28A.400.300.

31
32 **Section 7.1.5. Immunization Verification.**

33 Should an outbreak occur in any school or department due to a disease for which there is a
34 vaccination, an employee who has chosen exempt status for immunizations or who does not
35 have current documentation, as requested at the time of hire, on file with the district will be
36 excluded from work for the duration of the outbreak. Such employee will be allowed to use
37 sick leave up to a maximum of three (3) days and/or take leave without pay. Should the need
38 exist to continue exclusion after three days, the employee would be on unpaid leave.

39
40 **Section 7.2. Attendance Incentive.**

41 The leave and attendance incentive provisions of RCW 28A.400.210 and 28A.400.212 as currently in
42 effect, and rules and regulations promulgated pursuant thereto, are by this reference incorporated
43 herein.

44
45 **Section 7.3. Bereavement Leave.**

46 Fife school district will allow up to five (5) days paid leave for bereavement leave caused by the death
47 of a member of the immediate or extended family of the employee as defined below for the purpose of

providing funeral arrangements for the deceased member of the family and the attendance at the funeral for family as defined below. Employees will not have to use this allotted time in one segment per occurrence.

- Spouses and parents thereof;
- Sons and daughters, and spouses thereof;
- Parents, and spouses thereof;
- Brothers and sisters, and spouses thereof;
- Grandparents and grandchildren, and spouses thereof;
- Domestic Partner and parents thereof, including domestic partners of any individual in the first five bullets;
- Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship

Such leave is non-cumulative and will not be taken from sick leave. Bereavement leave in addition to the five days above, or for persons other than those listed, may be granted at the discretion of the Superintendent or designee and, if granted, shall be deducted from personal leave or, if no personal leave is available, from sick leave.

Section 7.4. Childbirth or Adoption.

- A. Where possible, the employee shall make written request to the District at least thirty (30) days prior to the day on which leave is to commence; and
- B. Where possible, inform the District, in writing, of intent to return to work at least thirty (30) days prior to such return.

Employees shall have the option to use up to six (6) weeks of sick leave at the time of child birth or adoption for the purpose of child care and family bonding. Employees taking childbirth disability leave are to utilize sick leave for disability prior to accessing parental leave. Verification of temporary disability from the attending physician must be submitted to Human Resources within ten (10) days from the beginning of the leave for disability.

Section 7.5. Judicial Leave.

In the event an employee is summoned to serve as a juror, or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court.

Section 7.6. Leaves of Absence.

Leaves of absence for periods not to exceed two (2) years on the basis of one year increments may be granted upon recommendation of the Superintendent and approval of the School Board. This leave shall be at the sole discretion of the District and for such period of time as determined by the District. Employees returning from approved leave shall be assigned to a position equivalent to that assigned prior to the leave, and shall retain accrued sick leave, vested vacation rights, and appropriate seniority rights as accumulated at the beginning of leave time.

Section 7.7. Personal Leave.

Each employee shall be entitled to two (2) days of personal leave for personal business per year. Personal leave shall be taken in one-half or whole day increments only. Employees may carry over three (3) days to the following year or buy back one day (1) from the district at the regular rate of pay by the end of the

1 school year. All personal leave requires pre-approval of the supervisor. Employees do not have to
2 provide a reason for the use of this leave.

3
4 **Section 7.8. Other Leaves.**

5 Paid emergency leave may be granted upon the recommendation of the Superintendent, for a defined
6 time period, for emergency school closure reasons only.

7
8 **Section 7.9. Family Medical Leave Act (FMLA).**

9 To the extent applicable under the terms of the Family and Medical Leave Act of 1993, eligible
10 employees may apply for and will be granted leave pursuant to that law.

11
12 **Section 7.10. Paid Family Medical Leave (PFML).**

13 The District shall comply with the terms of the Paid Family Medical Leave Act of 2019.

14
15 **Section 7.11. Leave Without Pay.**

16 Employees may be granted leave without pay at the discretion of the District upon written request and
17 pre-approval in the event of an emergency, hardship, or special occasion. Additional documentation
18 may be required by the District. Compensated leave must be exhausted prior to using leave without
19 pay.

20
21
22
23 **ARTICLE VIII**

24
25 **VACATIONS**

26
27 **Section 8.1. Twelve (12) Month Employee.**

28 All full-time 12-month employees shall be credited with days of vacation credit based on hours worked
29 during the calendar year September 1 to August 31. A full month shall be considered as fifteen (15) or
30 more working days.

31
32 **Section 8.2. Vacation Credit.**

33 The vacation credit to which an employee shall be entitled shall be computed as follows:

- 34 A. An employee with less than five (5) years of service will earn ten (10) days of vacation time.
35 B. An employee with five (5) or more but less than twelve (12) years of service will earn fifteen (15)
36 days of vacation time.
37 C. An employee with twelve (12) or more years of service will earn twenty (20) days of vacation time.
38 D. An employee with twenty-five (25) or more years of service will earn twenty-five (25) days of
39 vacation time.

40
41 **Section 8.3.**

42 The employee's normal work shift shall be credited as if worked in the event he/she is absent due to
43 sick leave or earned vacation.

44
45 **Section 8.4. Requesting Vacation.**

46 All vacation schedules will be at the request of the employee by seniority order at the work site. An
47 employee may take vacation days during the school year with the Supervisor's permission. All
48 vacation requests require pre-approval of the supervisor.

1
2 **Section 8.5. Vacation Usage.**

3 Employees may select the following options:

- 4 1. Take their annual vacation allocation each year;
5 2. Carry over a maximum of five (5) days per year; or
6 3. A combination of the above options.
7
8
9

10 **ARTICLE IX**

11
12 **SENIORITY**

13 **Section 9.1. Probation.**

14 An employee who is hired by the District in a regular continuous assignment shall be on probation for
15 the first one hundred and twenty (120) days of work after the date on which the District determines the
16 employee is hired in a general classification in a regular continuous assignment. Such employee shall,
17 upon completion of the probationary period, be considered a regular employee. For twelve month
18 employees, the district may extend probation for up to an additional one hundred twenty (120) days.
19 For less than twelve month employees, the district may extend probation for up to an additional sixty
20 (60) days. The District will notify the Association president if it is considering a probation extension.
21

22 **Section 9.1.1.**

23 An employee may be released by the District at any time during the probationary period and
24 shall not have recourse to the grievance procedure.
25

26 **Section 9.2. Seniority Date Established.**

27 After the completion of the probationary period, the employee's seniority date shall be established as of
28 the date hired by the District in a regular assignment in the general classification, or the date
29 transferred into a general classification. The employee's seniority shall apply only within his/her
30 general classification.
31

32 **Section 9.2.1. Seniority Tie Breaker.**

33 A tie in seniority will be broken by lot. Each employee with the same hire date will place their
34 name on a piece of paper and those names will be placed in a box. The first name drawn will
35 be considered to have the most seniority. This process will be repeated until there is a seniority
36 ranking for those hired on the same day in the same general classification.
37

38 **Section 9.3. Seniority Lost.**

39 Seniority shall be lost for the following reasons:

- 40 A. Resignation;
41 B. Discharge for sufficient cause;
42 C. Retirement.
43

44 **Section 9.4. Seniority Not Lost.**

45 Seniority rights shall not be lost for the following reasons:

- 46 A. Absence from the payroll while on authorized leave of absence, not to exceed one year.
47 B. Time on layoff not to exceed one (1) year.
48 C. Military leave.

Section 9.5. Usage of Seniority.

The employee with the earliest hire date shall have preferential rights regarding shift selection, transfers, extra field transportation trips, and vacations, when applicable. Promotions, layoff and recall shall be based on merit and ability. Seniority shall govern where merit and ability are approximately equal.

In the event a more senior employee is not selected pursuant to this section, the District will set forth the reason, in writing, upon request of the senior employee.

Section 9.5.1. Transfer.

Transfer is defined to be movement to an open position within the same job classification title (or subcategory for educational assistants).

Section 9.5.2. Promotion.

Promotion is defined as upward movement to an open higher paid position in any general classification.

Section 9.5.3. Open Position.

An open position is defined as any position that is either new or vacated. All open positions shall be posted by the District, unless Bargaining Unit Employees request a transfer as noted in Section 9.5.1.

Section 9.5.4. Shift Selection.

Shift selection is defined as having preferential rights regarding time, location, length of shift and job title within a general classification. This also covers lateral or downward mobility within the classification (I.E. higher paid position to a lower paid position.)

Section 9.5.5. Change of Job Classification.

Employees who change general classifications within the bargaining unit shall retain their hire dates in the previous general classification for a period of one (1) year, notwithstanding that they have acquired a new hire date and a new general classification.

Section 9.6.

Any qualified employee who makes application to fill a vacancy in another general classification, shall have preferential seniority rights over any applicant outside the bargaining unit who applies for the vacancy. (If there are no applicants from the appropriate general classification, total District seniority shall apply.) In the event the District elects not to promote anyone to the posted positions, the District shall be free to employ persons from outside the District. A copy of the job posting shall be forwarded to the President of the Association and to the Association representative of the general classification concerned.

Section 9.7. Layoff.

Section 9.7.1. Reemployment List.

In the event of layoff (Reduction in Force), employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are

to have priority in filling an opening in the general classification held immediately prior to layoff. Names shall remain on the reemployment list for two (2) years.

Section 9.7.2. Laid Off Employee Contact Information.

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 9.7.3. Reemployment Forfeiture.

An employee shall forfeit rights to reemployment as provided in Section 9.7.1 if the employee does not comply with the requirements of Section 9.7 or if the employee does not return to employment within fifteen (15) days following the offer of reemployment.

Section 9.7.4. Rejection of Offer.

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

Section 9.8. Substitute Employees Application for Regular Position.

Substitute employees who apply for available regular employment will be interviewed for such positions only if no regular employee has applied for the position, and no regular employee in that general classification is on layoff status.

ARTICLE X

EMPLOYMENT NOTIFICATION AND EVALUATIONS

Section 10.1. Notice of Intent.

It is mutually agreed that the school district shall notify employees of intent to rehire for the next school year on or before June 1 annually. In the event conditions change during the summer months, the District will notify employees affected as early as is practicable, by letter to their last known address.

Section 10.2. Notice of Resignation.

It is proper for an employee to provide two (2) weeks notice to the District of the employee's intent to resign.

Section 10.3. Evaluation.

All less than full-time employees shall be evaluated on or before June 1 annually. All full-time employees shall be evaluated on or before August 15 annually.

Section 10.3.1. Evaluation Rebuttal.

After an employee has had an opportunity to review and sign their evaluation, the employee shall receive a written copy of their evaluation. If the employee disagrees with their evaluation, they will have thirty (30) calendar days to write and submit a rebuttal to the District Human Resources Director/designee. The rebuttal will be attached to their evaluation and kept in their District personnel file.

ARTICLE XI

TRANSFER OF PREVIOUS EXPERIENCE

Section 11.1. Salary Schedule Placement.

New employees will be employed on the salary schedule as set forth in the Agreement. At the time of hire, the District may, at its option, give up to five (5) years credit on Schedule A for comparable previous experience where such credits are not required by State Law.

Section 11.2. Procedure for Crediting In-District Substitute Experience.

Employees who are hired as regular employees, after a period of service as a substitute for Fife School will be given credit for substitute service for initial placement on Schedule A under the following guidelines:

1. The service as a substitute was within the same general classification as the regular employment.
2. That the year(s) of service as a substitute be contiguous with their regular employment.
3. To get a year of service credit, the employee must have begun employment as a substitute on or before January 15th in the prior school year or current school year. During the prior school year, or current school year, they must serve a minimum of 240 hours.
 - a) For those employees who substituted in a 9-10 month position they must have been employed as a substitute for at least 240 hours in the period of September 1 – August 31.
 - b) For those employees who substitute in 12 month positions, they must have been employed as a substitute for at least 777 hours in the period of September 1 - August 31.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. SEBB.

Starting January 1, 2020, the District will move onto the SEBB insurance system as legislated by the Washington State legislature.

Section 12.2. Liability Coverage.

The District shall provide tort liability coverage for all employees acting in the course and scope of their official duties of employment.

Section 12.3. Retirement System.

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.

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ARTICLE XIII

NO-STRIKE CLAUSE

Section 13.1.

The Association and its members, as individuals or as a group, will not initiate, cause, or participate in any strike, work stoppage, slowdown, picketing, or any other restriction of work against the District, and will discourage any such activity. Employees while acting in the course of their employment, shall not honor any picket line against the District when called upon to cross such picket line in the course of their employment. The District will endeavor to provide safe conduct through said picket lines.

Disciplinary action, including discharge, may be taken by the District against any employee(s) violating this Article. An arbitrator shall have no power to lessen the disciplinary action taken by the District, unless the arbitrator concludes that the employee did not violate this Article. The District shall not lock out members of the bargaining unit.

ARTICLE XIV

ASSOCIATION MEMBERSHIP

Section 14.1. PSE Dues.

The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such deductions in writing. The District shall transmit all such funds to the Treasurer of the exclusive bargaining representative on a monthly basis. The Association shall hold the District harmless from any action or liability for compliance with the provisions of this Article. The District is also authorized to deduct local dues of three dollars (\$3.00) per month per dues paying member and remit these funds to the Secretary of the Fife Chapter of P.S.E.

Section 14.2. Member 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, shall make such request in writing to PSE/SEIU 1948, in accordance with the terms of the authorization previously provided by the member and RCW 41.56.110. Providing such conditions have been met, PSE/SEIU 1948 shall inform the District of the employee's non-member status consistent with the notification section 14.4.

Section 14.3. New Hire Notification.

The District shall notify the Union in writing of all new hires once per month, of when such employees are approved to work for the District as a substitute, temporary, or regular employee in any job title, including name, home mailing address, phone number, job title, work email, work location and hire date. The Employer shall give a copy of this working agreement to each employee when hired.

Section 14.4. Dues and Checkoff.

PSE/SEIU 1948 shall provide the District with a full and complete list of bargaining unit employees who are current members of PSE/SEIU 1948 and shall provide updates, additions, and/or other changes in membership status to the District upon request. The District agrees to accept dues authorizations via voice authorization or by E-signature in accordance with "E-SIGN". PSE/SEIU

1 1948 will provide a list of those members who have agreed to union membership via voice
2 authorization. In addition, upon request, access to the District to the .wav files associated with the
3 voice authorization. PSE/SEIU 1948 will be the custodian of the records related to voice/E-signature
4 authorizations. PSE agrees, that as the custodian of the records, it has the responsibility to ensure the
5 accuracy and safe-keeping of those records.

6 7 **Section 14.5. Checkoff.**

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

11 12 **Section 14.5.1. Classified Employee Report to the Association.**

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

17 18 **Section 14.5.2. Local Chapter Dues.**

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

21 22 **Section 14.6. New Hire Orientation.**

23 The District will provide the Association reasonable access to new employees of the bargaining unit
24 for the purposes of presenting information about their exclusive bargaining representative to the new
25 employee. The presentation may occur during a new employee orientation provided by the District, or
26 at another time mutually agreed to by the District and the Association. No employee may be mandated
27 to attend the meetings or presentations by the Association. "Reasonable Access" for the purposes of
28 this section means: (a) The access to the new employee occurs within ninety (90) days of the
29 employee's start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes;
30 and (c) The access occurs during the new employee's regular work hours at the employee's regular
31 worksite, or at a location mutually agreed to by the District and the Association.

32 33 **Section 14.7.**

34 Substitutes or casual employees (employed in positions not anticipated to extend beyond four (4)
35 months duration) are excused from any Association membership requirement.

36 37 **Section 14.8. Committee on Political Empowerment (COPE).**

38 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
39 deduct from the pay of such bargaining unit employee the amount of contribution the employee
40 voluntarily chooses for deduction for political purposes and shall transmit the same to the union. The
41 employee may revoke the request at any time. At least annually, the employee shall be notified by the
42 PSE State Office about the right to revoke the request.

ARTICLE XV
GRIEVANCE PROCEDURE

Section 15.1.

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article. Nothing contained in this Article shall limit the right of employees to pursue adjustment of their grievances according to RCW 41.56.080. Formal grievance meetings between the District and Association shall take place on school time whenever possible. The grievance process shall be started within fifteen (15) working days of the occurrence of the grievance.

Working days are defined as, for less than full time employees, the member's working days with the exception of winter break and spring break. Summer business days will be considered working days.

Section 15.2. Grievance Steps.

Section 15.2.1. Step One.

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. The supervisor shall have five (5) working days to respond.

Section 15.2.2. Step Two.

If the employee is not satisfied with the resolution of the grievance in Step One, the employee shall reduce to writing a statement of the grievance within ten (10) working days of the response to Step One.

Such statement of the grievance shall contain 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 15.2.3. Step 3.

If no settlement has been reached within the five (5) working 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.

1 **Section 15.2.4. Step 4.**

2 If no settlement has been reached within the ten (10) working days referred to in the preceding
3 subsection, either the District or the Association after finding the grievance valid may submit
4 the grievance to Arbitration by written notification to the other party within twenty (20)
5 working days of the receipt of the Superintendents decision. At the same time, the moving
6 party shall request a list of arbitrators from the American Arbitration Association. The parties
7 shall alternatively strike names from such list (deciding by lot who shall strike first) until only
8 one name remains, who shall serve as arbitrator.

9
10 **Section 15.3.**

11 The authority granted to the arbitrator is limited to interpreting the terms of this collective bargaining
12 agreement. The arbitrator shall have no power to add to or delete from, or in any manner alter the
13 terms of this agreement, and his or her decision shall be final and binding upon the parties only to the
14 extent that it does not exceed this authority. The parties shall pay their own costs incurred in the
15 arbitration proceeding, but the losing party shall pay the cost of the arbitrator.

16
17 **Section 15.3.1.**

18 Any challenge to the arbitrability of a grievance shall be resolved prior to arbitration of the
19 merits of the grievance, in a separate arbitration proceeding held solely to determine
20 arbitrability. Such proceeding shall be subject to all of the provisions of Section 16.3.

21
22 **Section 15.4.**

23 Failure of a grievant to meet the timelines set forth above shall constitute forfeiture of the grievance,
24 except that such timelines may be extended by mutual agreement of the District and Association. The
25 Association shall be allowed to have an observer present to make the Association views known at any
26 meeting or hearing called to resolve a formal written grievance when such is presented without
27 Association involvement.

28
29
30
31 **ARTICLE XVI**

32 **PROFESSIONAL DEVELOPMENT**

33
34
35 **Section 16.1. Pay for Professional Development.**

36 Employees attending training courses or seminars required by State regulation or District policy as a
37 condition of continued employment will be paid by the District at the employee's base hourly rate for
38 all time in attendance. Registration fees and/or transportation costs will be reimbursed, providing prior
39 approval has been obtained from the immediate supervisor.

40
41 **Section 16.2.**

42 Employees attending training courses or seminars requested by the employee and approved by the
43 District will suffer no loss of regular salary, if the activity required them to attend on their regular
44 school employment time. Expenses incurred for transportation, and/or registration fees will be
45 reimbursed, providing prior approval has been obtained. The District will also pay for all time spent
46 outside of the employee's normal work schedule (i.e. weekend trainings, longer hours etc.) The District
47 recognizes the benefits of professional development (PD) and is committed to supporting staff through

ongoing PD. Employees who are interested in specific PD opportunities should inquire with their immediate supervisor.

Section 16.3. Technology Staff Professional Development.

The district commits to providing funding for professional development opportunities annually for technology staff that align with the goals and technology plan of the district. The District will provide the technology plan for feedback.

Section 16.4. Special Education Training.

The District recognizes that paraeducators working with students in Special Education often need additional training to best meet the needs of students and staff and is committed to provide relevant training to paraeducators working in Special Education Assignments. The District will schedule such training during non-student and/or early release/late start days whenever possible. If specific additional training is required in relation to a paraeducator's assignment (i.e. training needed for a one-on-one or self-contained assignment), The District will provide such training at the earliest available date. Any training which takes place outside of a Special Education assigned paraeducator's normal work hours will be compensated via timesheet.

ARTICLE XVII

DRUG TESTING

Mandatory testing for employees holding commercial driver's license as required under Federal Highway Administration Rules on controlled substance use and testing shall be provided under the law and as follows:

Section 17.1. Refusal to Test.

Refusal to submit to any required testing shall result in immediate termination.

Section 17.2. Union Representation.

In the case of reasonable suspicion testing, the employee will be permitted union representation pursuant to the collective bargaining agreement, provided that such representation does not delay testing.

Section 17.3.

Random, Post-Accident, and Reasonable Suspicion Testing.

Section 17.3.1.

A positive test for any of the prohibited drugs will result in immediate termination.

Section 17.3.2.

An alcohol test of .04 or higher will result in immediate termination.

Section 17.3.3.

An alcohol test reading of .02 but lower than .04 will result in an immediate 60 calendar day suspension, an assessment and evaluation by an approved substance abuse professional, full

1 compliance with the assessment's recommendations, return to work testing and follow-up
2 testing (after return to work) as recommended by the substance abuse professional and agreed
3 upon by the district. If any follow-up testing results in a .02 or above reading, termination of
4 employment will occur.

5
6 **Section 17.4. Confidential Tests.**

7 All test results will remain confidential and will be kept in a secure, confidential file separate from the
8 employee's regular personnel file or any working file. Such file shall be accessible to the individual
9 employee upon request.

10
11 **Section 17.5. Cost of Testing.**

12 Costs of testing, assessment, and treatment will be allocated as follows:

13
14 **Section 17.5.1.**

15 The district will pay the costs of Random, Post-Accident, and Reasonable Suspicion testing. A
16 split sample testing, at the employee's request, will be paid by the employee if the test result is
17 positive, by the district if the test result is negative.

18
19 **Section 17.5.2.**

20 The cost of pre-employment testing must be paid by the prospective employee; however, the
21 district will reimburse up to \$50.00 when an employee completes 200 hours of employment
22 with the district.

23
24 **Section 17.5.3.**

25 The employee will pay the cost of any assessment, counseling, or other treatment.

26
27 **Section 17.5.4.**

28 The employee will pay the cost of any required testing during treatment, as well as return to
29 work testing.

30
31 **Section 17.6.**

32 Employees will be paid at their regular rate of pay for any drug testing, except pre-employment testing,
33 return to work testing, and testing which occurs while an employee is on suspension.

34
35 **Section 17.7.**

36 Employees will be reimbursed at the district rate for required travel mileage in their personal vehicle to
37 and from any testing station, except pre-employment testing, return to work testing, and testing which
38 occurs while an employee is on suspension.

39
40
41
42 **ARTICLE XVIII**

43
44 **COMPENSATION**

45
46 **Section 18.1.**

47 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
48 worked.

1
2 **Section 18.2.**

3 Salaries for employees subject to this Agreement during the term of this Agreement, except as
4 provided in Section 19.3, are contained in Schedule A, attached hereto and by this reference
5 incorporated herein.

6
7 Effective September 1, 2020

8 Year 1: 6% minimum (Inclusive of IPD) across the board,

9 Targeting Specific Positions

10 Smooth steps for Drivers

11
12 Effective September 1, 2021 all wages shall be increased by 3% inclusive of the IPD.

13
14 Effective September 1, 2022 all wages shall be increased by 3% inclusive of the IPD.

15
16 All wage rates on Schedule A for each year of this agreement shall be increased by the Implicit Price
17 Deflator (IPD) as determined by the Washington State Legislature.

18
19 All bargaining unit members shall receive the IPD increase regardless of position funding source.

20
21 **Section 18.2.2. Payroll Errors.**

22 If an error in pay is found that would cause back pay for an employee or would cause the
23 District to recoup pay from the employee, the District would only go back one year from the
24 date of notification and verification of said error. In the event it is necessary to recoup funds
25 from the employee, the district and employee will work together to come up with an agreed
26 upon payment plan.

27
28 **Section 18.3.**

29 Regular employees shall be eligible for incremental steps if they have been actively employed for at
30 least six (6) months of the previous employment year. Incremental steps and retroactive pay, where
31 applicable, shall take effect on September 1 of each year.

32
33 **Section 18.4.**

34 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter ($\frac{1}{4}$) hour.
35 For purposes of calculating overtime hours, time worked shall be rounded to the nearest one-quarter
36 ($\frac{1}{4}$) hour.

37
38 **Section 18.5.**

39 Employees authorized to travel by private car shall be reimbursed at the District approved rate for
40 travel. Employees required to travel between District buildings during their regular work day shall
41 also be reimbursed at the District approved rate.

42
43 **Section 18.6.**

44 Acts of damage that are clearly recognizable as vandalism while a bargaining unit employee's vehicle
45 is on school district property and while the bargaining unit employee is acting within the scope of
46 his/her assigned employment obligations to the District shall be covered by the individual's insurance
47 policy, with the district reimbursing the amount of the deductible to a maximum of five hundred
48 dollars (\$500.00).

1 **Section 18.7.**

2 Employees required to have a CDL DOT physical may choose their own physician (must be DOT
3 certified) and the district will reimburse the employee for the cost up to the amount the district pays to
4 its designated provider (currently Occupational Medical). Employee must provide proof of
5 submission through employee's insurance (explanation of benefits) when requesting reimbursement.
6

7 **Section 18.8. Longevity.**

8 A completed year is defined as having worked nine months or more in a regular job assignment.
9 Longevity wage increases are listed on Schedule A. Note #7. Starting at ten (10) years of employment
10 with the District and at each five (5) year increment, up to forty (40) years, employees will receive the
11 following increases:
12 10 years (fifty cents)
13 15 years (fifty cents)
14 20 years (fifty cents)
15 25 years (fifty cents)
16 30 years (fifty cents)
17 35 years (seventy-five cents)
18 40 years (One Dollar).
19

20 **Section 18.9.**

21 Employees will be required to participate in a direct deposit program for pay warrants. There shall be
22 no limit on the number of times an employee may change direct deposit recipients. The District shall
23 be responsible for an accurate and timely transfer of deposits to the employee's financial institution.
24 Any initial origination fees to set up a direct deposit account shall be borne by the employer.
25

26 **Section 18.10. Continuing Education.**

27 Bargaining Unit Employees shall be compensated over their regular hourly rate of pay for the
28 following:
29

30 AA Degree: 25 cents added to hourly rate
31 BA Degree/Apprenticeship: 50 cents added to hourly rate
32

33 Premiums do not compound and are limited to one (1) degree per employee.
34

35 **Section 18.11. Life Skills.**

36 Educational Assistants with a qualifying "Life Skills" assignment shall receive an additional sixty
37 cents (\$0.60) per hour. A qualifying "Life Skills" assignment is defined as an Educational Assistant
38 who spends five (5) hours per day or fifty percent (50%) of his/her contract day in a District-identified
39 Life Skills Program. Time spent with the Life Skills student on the school bus shall be considered
40 qualifying time.
41
42
43
44
45
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47
48

ARTICLE XIX

TERM AND SEPARABILITY OF PROVISIONS

Section 19.1.

The term of this Agreement shall be from September 1, 2020 through August 31, 2023.

Section 19.2.

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 19.3.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably benefit classified employees, or penalize the District.

Section 19.4.

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 19.5.

Neither party shall be compelled to comply with any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto, that were enacted prior to the effective date of this Agreement.

Section 19.6.

In the event either of the two previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 19.3 of the Agreement.

Section 19.7.

The District agrees that notice of principal requests for statutory or regulatory waivers will be provided to the union. Normally, the union will receive such notice prior to District action to obtain classified employee commitment to cooperate in implementing the waiver; but in no case will the union receive the notice later than two weeks prior to the first consideration of such waiver request by the District's board of directors.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/ SEIU LOCAL 1948

FIFE CHAPTER #603

FIFE SCHOOL DISTRICT #417

BY: _____
Timothy Barnett, Chapter Co-President

BY: _____
Kevin Alfano, Superintendent

DATE: _____

DATE: _____

BY: _____
Teresa Diessner, Chapter Co-President

DATE: _____

FIFE SCHOOL DISTRICT #417
SCHEDULE A
September 1, 2020 – August 31, 2021

Years of Experience	0	1	2	3	4	5
<u>SECRETARIAL-CLERICAL</u>						
ASB Bookkeeper	21.18	22.00	22.85	23.71	24.56	25.14
Registrar	21.05	21.82	22.72	23.54	24.42	25.01
General Secretary/Clerical	20.82	21.75	22.49	23.33	24.24	24.87
Receptionist	19.61	20.49	21.28	22.14	23.05	23.63
Dist. Library Technician	19.07	19.93	20.69	21.53	22.42	22.98
Counseling Secretary	18.68	19.56	20.29	21.10	22.01	22.61
<u>TECHNOLOGY</u>						
Network Systems Engineer	35.65	36.39	37.20	37.95	38.91	39.97
Network Systems Technician	34.92	35.65	36.47	37.22	38.16	39.23
Help Desk Technician	24.67	25.23	25.78	26.33	26.84	27.55
<u>PARAEDUCATOR</u>						
Sign Language Interpreter	24.01	25.02	26.00	27.05	27.98	29.13
Educational Assistant (1)	18.67	19.53	20.45	21.36	22.19	22.79
Bus Assistant	18.17	19.03	19.95	20.86	21.69	22.29
<u>SPECIALISTS</u>						
Licensed Practical Nurse (LPN)	28.16	28.76	29.33	29.94	30.45	31.22
Therapy Assistant	28.16	28.76	29.33	29.94	30.45	31.22
Speech Lang. Pathology Assistant	26.18	26.74	27.27	27.84	28.31	29.03
<u>FOOD SERVICE</u>						
Baker/Cook-Manager (2)	20.72	21.22	21.67	22.19	22.70	23.29
Baker and Cooks (2)	18.84	19.41	19.88	20.34	20.76	21.41
Elementary Kitchen Lead	18.49	18.82	19.38	19.86	20.23	20.82
Kitchen Assistant (9)	17.53	17.91	18.39	18.88	19.24	19.85
<u>TRANSPORTATION</u>						
Shop Manager	35.29	35.81	36.37	36.87	37.42	38.09
Head Mechanic	33.61	34.10	34.64	35.12	35.64	36.27
Mechanic	30.10	30.75	31.36	32.05	32.60	33.28
Driver Trainer (8)	25.57	26.08	26.59	27.12	27.64	28.16
Bus Driver	23.46	23.93	24.40	24.88	25.36	25.84
Mechanic's Helper	22.93	23.36	23.81	24.26	24.66	25.25
Courier	18.27	18.27	18.27	18.27	18.27	18.86
<u>MAINTENANCE-CUSTODIAL</u>						
HVAC Maintenance (3)	34.26	34.98	35.61	36.34	36.95	37.76
Maintenance II (4)	28.62	29.25	29.78	30.41	30.92	31.66
Maintenance I	25.70	26.24	26.70	27.29	27.74	28.44
Grounds Maintenance (6)	25.21	25.65	26.22	26.69	27.20	27.80
Custodian (5)	21.33	21.74	22.23	22.63	23.12	23.74

NOTES:

Substitute Rate – Step 0

- (1) Ed. Assistants with a qualifying “Life Skills” assignment shall receive an additional 60 cents per hour, per Section 18.2.
- (2) Central Kitchen Lead Cook and Baker-Manager – add 75 cents per hour.
- (3) Lead Maintenance – add \$1.00 per hour to Maintenance II rate.
- (4) Lead Custodian – add \$1.00 per hour to Custodian rate.
- (5) Lead Grounds Maintenance – add \$1.00 per hour to Grounds Maintenance rate.
- (6) Lead HVAC – add \$1.00 per hour to HVAC Maintenance rate.
- (7) Longevity Steps (additional to base): 10 years (fifty cents); 15 years (fifty cents) 20 years (fifty cents); 25 years (fifty cents); 30 years (fifty cents); 35 years (seventy-five cents); 40 years (One Dollar).
- (8) Bus Driver Trainers shall be paid at 9% above bus driver rate at each step.
- (9) Kitchen Assistant with qualifying "Transporter" assignment shall receive an additional \$0.75 per hour

Weingarten Rights

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer or steward be present at the meeting. Without representation, I will attend the meeting and follow lawful orders, but I choose not to answer any questions.”

- If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation.
- Management is not required to inform the employee of his/her Weingarten rights.
- It is the employee's responsibility to know and request.

National Labor Relations Board (NLRB) vs. Weingarten, Inc., 1975 U.S. Supreme Court

Under the Supreme Court's Weingarten decision, when an interview for investigation occurs, the following rules apply:

RULE 1:

The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

RULE 2:

After the employee makes the request, the employer must choose from among three options. The Employer must either:

- Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; or
- Deny the request and end the interview immediately; or
- Give the employee a choice of (1) having the interview without representation or (2) ending the interview.

RULE 3:

If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

WHAT DOES “JUST CAUSE” MEAN?

The concept of “just cause” requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct?
2. Was the employer’s rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer’s investigation conducted fairly and objectively?
5. At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree to discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee’s proven offense and (b) the record of the employee in his or her service with the employer?