

COLLECTIVE BARGAINING AGREEMENT BETWEEN
SKYKOMISH SCHOOL DISTRICT #404
AND
PUBLIC SCHOOL EMPLOYEES OF
SKYKOMISH SCHOOL DISTRICT #1114

SEPTEMBER 1, 2021 - AUGUST 31, 2024



Public School Employees of Washington/SEIU Local 1948
P O Box 798
Auburn, Washington 98071-0798
1.866.820.5652
www.pseclassified.org

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	2
ARTICLE III RIGHTS OF EMPLOYEES	3
ARTICLE IV RIGHTS OF THE UNION	5
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	6
ARTICLE VI UNION REPRESENTATION	6
ARTICLE VII HOURS OF WORK AND OVERTIME	6
ARTICLE VIII HOLIDAYS AND VACATIONS	8
ARTICLE IX LEAVES	10
ARTICLE X PROBATION, SENIORITY AND LAYOFF PROCEDURES	13
ARTICLE XI EMPLOYEE PERFORMANCE AND EVALUATION	15
ARTICLE XII DISCIPLINE AND DISCHARGE OF EMPLOYEES	17
ARTICLE XIII INSURANCE	17
ARTICLE XIV VOCATIONAL TRAINING	18
ARTICLE XV UNION MEMBERSHIP AND CHECKOFF	19
ARTICLE XVI GRIEVANCE PROCEDURE	20
ARTICLE XVII ALCOHOL AND DRUG POLICY	22
ARTICLE XVIII SALARIES AND EMPLOYEE COMPENSATION	26
ARTICLE XIX TERM AND SEPARABILITY OF PROVISIONS	27
SIGNATURE PAGE	29
SCHEDULE A 2021 -2022	30
PERFORMANCE IMPROVEMENT PLAN	

P R E A M B L E

This Agreement is made and entered into between Skykomish School District Number 404 (hereinafter "the District") and Public School Employees of Skykomish, an affiliate of Public School Employees of Washington Service Employees International Union Local 1948 (hereinafter "PSE/SEIU 1948 or "the Union").

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit, as described in Section 1.3, and the Union recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

Descriptions of positions subject to this Agreement shall be provided to the President of the Union upon reasonable request. Job descriptions that are modified by the District which reflect substantial changes impacting the hours, wages, and working conditions of the employee and new job descriptions that are created by the District covering employees under the scope of this Agreement will be made available to the President of the local chapter.

Section 1.3.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Custodial/Maintenance, Child Nutrition, Transportation, Office Professional, and Paraeducators.

The following classified positions are exempted from the above described bargaining unit: the Business Manager, supervisors, and other persons hired in a substitute, temporary or casual status with the District unless meeting the definition of Section 1.4.

Section 1.4. Definitions.

Section 1.4.1. Classified Substitute Employees.

Substitute classified employees employed for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year, and who continue to be available for employment as substitutes are regular part-time employees of the District and shall be included in the bargaining unit. The following provisions shall constitute the only terms of the Agreement that shall apply to bargaining unit substitutes:

1. Article I, Recognition and Coverage of Agreement
2. Article III, Rights of Employees (all sections except Section 3.5)
3. Article VI, Union Representation
4. Article VII, Hours of Work and Overtime
5. Article XV, Union Membership and Dues Deduction



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

Section 2.4. Volunteers and Subcontracting.

The District shall not increase its use of subcontractors or volunteers in a manner that supplants bargaining unit employees without first providing the union with notice of this change and the opportunity to bargain the impacts of such a change.

ARTICLE III
RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and legally assist the Union.

Section 3.2.

Employees subject to this Agreement have the right to have Union representative(s) or other persons of their choice present at meetings between themselves and supervisors or other representatives of the District that bear on disciplinary matters.

Section 3.3.

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

The District and the Union are committed to providing a work environment free from unlawful harassment. The District will not tolerate actions, words, jokes or comments that create, or threaten to create, a hostile work environment based on an individual’s sex, race, ethnicity, age, religion, sexual orientation, or any other legally protected characteristic. Any employee, supervisor, or bargaining unit member engaging in sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.

Section 3.4. New Member Orientation.

The Union, as part of the general orientation of each new employee within the unit, shall provide each employee with a copy of this agreement and a dual membership dues card.

Section 3.4.1. Access to New Members.

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



1 **Section 3.4.2. Access to New Members.**

2 The District will provide the Union electronic notification of the name, address, personal phone
3 number, classification, job title, work location, and work and personal email address of all
4 newly hired bargaining unit employees as soon as applicable. The District will notify the Union
5 of all new hires within ten (10) working days of the hire date.
6

7 **Section 3.5.**

8 The District shall maintain an official personnel file for each classified employee. Such files shall be
9 stored in a secure area where access may be monitored, controlled and limited.
10

11 **Section 3.5.1.**

12 There shall be no separate official personnel files kept by the District. The District
13 Superintendent shall be responsible for the safeguarding of the official personnel files and shall
14 have unrestricted access to the files. This shall not restrict the right of a Superintendent to
15 maintain a working file. Matters in said working file shall be purged after one year, with any
16 official copies of documents placed in the personnel file at that time. Only the Superintendent
17 shall have access to the working file. The working file shall include all electronic data
18 contained in computer disks or internal data storage. It shall be the responsibility of the District
19 to secure the electronic data from unauthorized individuals. Working file data may not be the
20 basis for disciplinary action until it has been entered into the official personnel file.
21

22 **Section 3.5.2.**

23 Classified employees shall have the right to examine and copy materials from and/or have
24 copies made of his/her personnel file during regular business hours under the supervision of the
25 Superintendent or his/her designee.
26

27 **Section 3.5.3.**

28 Each employee shall have the right to review his/her personnel file by prior arrangement. All
29 materials placed in the personnel file shall be signed and dated by both the employee and the
30 District. Employees shall have the opportunity to attach written responses to any material
31 placed in their personnel file within ten (10) workdays of the receipt of such material.
32

33 **Section 3.5.4.**

34 The Superintendent and Business Manager shall have unrestricted access to the personnel files.
35 Any other access within the District will be on a need to know basis only. Any person
36 authorized by a valid court order shall have access to the personnel files within the limits set by
37 the court. Nothing contained in this section shall conflict or supersede the requirements of
38 Public Disclosure laws.
39

40 **Section 3.5.5.**

41 When authorized through formal board action at a public meeting, Board members shall have
42 supervised and restricted access to the classified employee personnel files.
43

44 **Section 3.5.6.**

45 Upon written request of the employee to the Superintendent, written warnings and reprimands
46 which are more than three (3) years old shall be removed from the employee's personnel file,
47 unless the material refers to behavior of a serious nature which could include but not be limited

1 to inappropriate behavior with students and criminal acts and sexual harassment, provided there
2 are no other disciplinary notices in his/her file.
3
4

5
6 **ARTICLE IV**
7
8 **RIGHTS OF THE UNION**
9

10 **Section 4.1.**

11 PSE/SEIU 1948 has the right and the responsibility to represent the interests of all employees in the
12 unit; to present their views to the District on matters of concern, either orally or in writing; and to enter
13 collective negotiations with the object of reaching an agreement applicable to all employees within the
14 bargaining unit in accordance with Article XIX, Term and Separability of Provisions.
15

16 **Section 4.2. Employee Verification Information.**

17 The names, addresses, phone numbers, home emails (if applicable), worksites, hire date and work
18 assignments will be provided to the President of the Union and/or PSE/SEIU 1948 representative upon
19 reasonable request.
20

21 In the months of November and March, audit information of the classified employees is requested by
22 PSE/SEIU 1948 of employees hired, rehired, reinstated, reclassified, placed on a leave of absence,
23 layoff & recalled, and/or separated from the bargaining unit for representation purposes and
24 recordkeeping.
25

26 **Section 4.3.**

27 The District shall provide a bulletin board space in the school building for the use of the Union.
28 Bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be
29 signed by the Union or the Employer official responsible for its posting. All notices will be dated and
30 initialed by the party posting the notice. Unsigned notices will not be posted. Normally, notices will
31 be posted for not more than three (3) weeks. The responsibility for the prompt removal shall rest with
32 the party who posted the notice.
33

34 **Section 4.4.**

35 A designated representative will be provided time off without pay to a maximum total of one (1) day
36 per year to attend Union State meetings.
37

38 **Section 4.5.**

39 A Union representative may pick up a copy of the School Board agenda at the District office at such
40 time it is made available to the public. The Union representative will also have the opportunity to
41 provide a report during open session of any regular meeting of the Board of Directors.
42

43 **Section 4.6. Calendar Committee.**

44 Each year, the Union may designate representatives to a District-convened school calendar committee
45 for the purpose of recommending school calendars for the subsequent year. Said recommendation
46 shall be submitted to the Board before the end of the 3rd quarter. The Union representatives on the
47 advisory committee shall have equal standing with all other bargaining representatives. Following



1 Board approval, any changes in the calendar shall be made by mutual agreement between the
2 Union and the District.

3
4
5 **ARTICLE V**

6
7 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

8
9 **Section 5.1.**

10 It is agreed and understood that matters appropriate for consultation and negotiation between the
11 District and the Union are hours, wages, grievance procedures and working conditions of employees
12 and the wages, hours, and working conditions of newly created jobs subject to this Agreement.

13
14 **Section 5.2.**

15 The District agrees to meet in liaison with the Union President to receive input regarding employee
16 concerns.

17
18
19 **ARTICLE VI**

20
21 **UNION REPRESENTATION**

22
23
24 **Section 6.1.**

25 The Union will designate a Conference Committee which will meet with the Superintendent of the
26 District and/or the Superintendent's designated representatives on a mutually agreeable basis to discuss
27 terms and conditions of this Agreement. In the event such meetings are held during working hours, the
28 Committee members shall receive their regular rate of pay. They may consult with the District on
29 complaints without a grievance being made by an individual employee.

30
31 **Section 6.2.**

32 Visitation rights shall be granted to a designated representative of the Union to visit employees in the
33 bargaining unit for purposes of grievance investigation and/or general information, provided that, such
34 visits do not interrupt the work of the employees visited. The visiting representative shall notify the
35 Superintendent or the District office prior to a visit by a union representative or upon the
36 representative's arrival.

37
38
39 **ARTICLE VII**

40
41 **HOURS OF WORK AND OVERTIME**

42
43
44 **Section 7.1.**

45 The first day of the workweek shall be Sunday. The normal workweek shall consist of one (1) day off
46 (Sunday), followed by five (5) work days, Monday - Friday, followed by one (1) day off (Saturday).



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

Section 7.2.

The District shall establish work shifts with designated times of beginning and ending. Shifts of seven (7) hours or longer will include paid rest periods of fifteen (15) minutes for each one-half (½) workday. Shifts less than seven (7) hours in length will receive one (1) paid rest period of fifteen (15) minutes. Shifts in excess of five (5) hours per day shall include, in addition to the above, a non-paid uninterrupted meal period of not less than thirty (30) minutes, to be as near the middle of the shift as possible. Paid rest periods shall be taken as near the middle of each one-half workday as possible. Paid rest periods and unpaid meal periods shall be taken as noted and not used at the end of a shift for early release, except as by permission of the Superintendent.

Section 7.3.

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of one (1) calendar week; provided, however, this notice may be waived by consent of the employee, or by the employer during an emergency situation.

Section 7.4.

Employees requested to work a shift regularly worked by a higher classification employee shall be compensated at the rate equal to their seniority placement on the higher schedule for all work performed in that classification. Employees requested to work a shift regularly filled by a lower classification employee shall receive a wage equal to their lowest contracted wage.

Section 7.5. Overtime.

All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the employee's base pay (weighted average of the different rates worked). All overtime must be authorized in advance, except where the safety of students or district property is in jeopardy. Overtime assignments shall be assigned by seniority unless such overtime pertains to extension of the job, and further, that the senior employee must be qualified to perform the overtime work. In the assignment of overtime, the District will provide the employee with as much advance notice as practicable in the circumstances. All overtime must be authorized in advance by the Superintendent, except for emergency situations threatening District students or property.

Section 7.5.1.

Paid holidays shall be considered hours worked. Other paid leaves shall not be counted as hours worked for that week.

Section 7.5.2. Compensatory Time.

Employees, at their option may request to elect compensatory time in lieu of the overtime referenced in Section 7.5. Compensatory time shall be earned at the rate of one and one-half (1½) hours for each hour worked. Compensatory time may be accumulated to a balance of twenty-four (24) hours, and shall be used by the end of the school year. Any employee denied the opportunity to use comp time shall be paid out accrued compensatory time in their July or August pay warrant if they are unable to use their comp time prior to the completion of the school year. Compensatory time may only be used with the approval of the superintendent. The approval of compensatory time shall generally be equivalent to the standards applied for approval of vacation time.

Section 7.5.2.1.

Written records shall be maintained for all comp time transactions.

Section 7.5.3. Bus Driver Trip Rate.

Extra trips will be paid at the driver’s base hourly rate for the driving time of the trip. Drivers will check their buses twice per hour during standby time and at half time of all sporting events and field trips. The standby rate during such time shall be 50% of the bus driver’s regular hourly rate or the Washington State minimum wage, whichever is greater. If a student(s) board(s) the bus other than to get items off the bus during the driver’s standby time, the driver will be paid their base hourly rate to supervise students on the buses.

Section 7.5.4. Driver Trainer Rate.

A Regular Driver who is certified and performs the duties as a driver trainer shall receive a 5% increase to regular pay for any authorized time worked training drivers.

Section 7.5.5. Driver Trainee Rate.

All employees accepting a bus driver position and still working on obtaining their CDL shall have a reduce rate of pay of \$20.00 per hour.

Section 7.6.

Employees called back on a regular workday, or called on the sixth or seventh consecutive workday, shall normally receive no less than two (2) hours pay and work at the appropriate rate. Employees called by a supervisor or the District’s alarm company/Vendor prior to one hour before or later than one hour after their scheduled workday or on any non-work day, but who are not called back to the worksite, will be compensated for a minimum of one half (1/2) hour at the appropriate rate, or will be allowed to flex their schedule or access comp time.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

All employees shall receive the following paid holidays, based upon their daily scheduled work hours, that occur within their work year, provided that employee either works or is on authorized paid leave on his/her last scheduled day before the holiday and first scheduled day after the holiday.

- | | |
|---------------------------|-------------------------------|
| 1. New Year's Day | 7. Veterans’ Day |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. Presidents' Day | 9. Day after Thanksgiving Day |
| 4. Memorial Day | 10. December 24 or 26 |
| 5. Fourth of July | 11. Christmas Day |
| 6. Labor Day | |

Section 8.1.1. Worked Holidays.

Employees required to work on the above described holidays shall receive twice their base rate for all hours worked on such holidays in addition to holiday pay.



Section 8.1.2. Holidays During Vacation.

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

Section 8.1.3.

All year-round employees with one (1) full year of service or more shall be entitled to additional half-day holiday leave on the day before Thanksgiving and the last school day before Christmas. Employees may be required to work their normal shifts on half holidays, but shall still receive the half-day holiday leave pay.

Section 8.2. Vacations.

All year-round employees shall receive five (5) days paid vacation after one (1) year and through five (5) years of service. Following five (5) years of successive and continuous service the all year-round employee shall receive ten (10) days paid vacation. After fifteen (15) years of successive and continuous service the all year-round employee shall receive fifteen (15) days of paid vacation. After twenty (20) and succeeding years of successive and continuous service, the all year-round employee shall receive twenty (20) days of paid vacation.

Years of Service	Vacation Days Earned
1-5	5 days
6-14	10 days
15-19	15 days
20+	20 days

Section 8.2.1.

Normally, vacation dates shall be arranged to fit into the regular summer vacation period, but other times may be available upon prior approval of the Superintendent.

Section 8.3.

Up to five (5) days of vacation due but unused by September 1 each year may be carried over for one (1) year following the accrual date with the prior written approval of the superintendent. No vacation may be carried over for more than one (1) year beyond the date on which it became due. However, no employee shall forfeit vacation which has been requested in writing and use of which is denied due to District business demands. Any employee who is discharged or who terminates employment shall receive payment for eligible unused vacation at the regular pay period with the final check. Vacation pay is based on the wage rate at the time the vacation was earned.

Vacation for eligible employees is front-loaded on September 1 each year. Employees in their first year of service are not eligible to use front-loaded vacation until the first anniversary of their hire date. Thereafter, employees may access paid vacation as soon as it is front-loaded and before it is earned. Any unearned vacation will be deducted from the employee's final paycheck if they separate employment prior to earning it.

ARTICLE IX

LEAVES

Section 9.1. Illness, Injury And Emergency Leave (Sick Leave).

Employees who work year around (full-time), will receive twelve (12) days for illness, injury and emergency leave. Less than full-time (partial or fractional FTE) employees shall be allowed leave on an hourly prorated FTE basis, provided that all employees who work the full school calendar year shall receive a minimum of ten (10) leave days. Unused days shall accumulate to the maximum allowed by law. Sick leave benefits shall be paid in accordance with the employee's normal base hourly rate and accumulated leave will be expended on an hourly basis rather than a daily basis. Sick leave shall be front loaded at the start of the school year depending on the employee's work year. Payment for sick leave expended but not earned shall be recovered by the District from the employee's final paycheck.

Rules regarding leaves chargeable to accumulated sick leave:

1. As a general rule, employees shall notify their superintendent not later than two (2) hours, or as soon as possible, before their shift begins on the day on which they will be absent and no later than the close of the workday preceding the date of their intended return to their duties.
2. The Superintendent may, in the event of a perceived pattern of regular, excessive, or unusual absences, require a physician's certificate and proof of the disability causing the absence. Such requests will comply with WAC 296-128-660, including the requirement to request medical verification only after three consecutive days of absence, and subject to the employee's right to demonstrate that a request for medical verification will result in an unreasonable burden or expense to the employee.
3. Employees wishing to take an extended unpaid leave for disability reasons may request a leave of absence pursuant to Section 9.5. Upon return from leave, the employee shall be placed in the position last held or, if that position does not exist, a similar position. Upon the employee's return from leave, the District may require a certificate of release from the doctor for the employee to return to work.
4. An employee shall be eligible to utilize accrued sick leave for the following reasons:
 - A. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
 - B. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. "Family member" shall be defined as set forth in RCW 49.46.210; and
 - C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; provided, that when closure of District schools results in



1 rescheduled work days, this provision does not require payment of school-year
2 employees for days beyond the employee's established work year.

3 D. An employee is authorized to use paid sick leave for absences that qualify for leave
4 under the domestic violence leave act, chapter 49.76 RCW.

5
6 5. Emergency Leave. Up to three (3) days per year of this leave may be used as emergency leave
7 and shall be granted as defined in the following:

8
9 A. The problem must have been suddenly precipitated or must be of such a nature that
10 preplanning could not relieve the necessity for the absence.

11 B. The problem must be one of major importance and not a mere convenience.

12 C. Serious illness or accident of a family member meeting the definition set forth in RCW
13 49.46.210 is not subject to the three-day limitation for emergency leave usage.

14 D. Applications requesting consideration for an absence under Emergency Leave shall be
15 made via written request addressed to the Superintendent. A completed request for
16 Emergency Leave shall be submitted to the Superintendent within three (3) days after
17 return to work. The Superintendent shall notify the employee of the determination
18 within five (5) days of receipt of the application.

19 E. The application shall disclose the general purpose of the leave request in sufficient
20 terms to establish compliance with the criteria contained in #6, a, b and c above.
21 Requests meeting said criteria shall be granted.

22 F. It is not the intent of this Emergency Leave provision to provide or expand upon or to
23 add to vacations, weekends, or other types of leaves because of transportation problems
24 that preplanning could have prevented.

25
26 6. Upon application, the District shall grant paid leave for the period of pregnancy related
27 disability as certified by the doctor to the employee from accumulated Sick Leave. Such leave
28 shall commence at such time as the employee and the employee's medical advisor deem
29 necessary. Such employee may also request additional paid or unpaid leave under the Family
30 Medical Leave Act (FMLA). Employees granted such leave may be granted a leave of absence
31 pursuant to Section 9.5., for a period not to exceed one year. Upon returning to work, the
32 employee may be required to provide documentation of being medically able to return to work
33 to the same extent as other employees returning to work after other types of medical leave.

34
35 A. An employee, whose spouse or domestic partner has given birth or who has adopted a
36 child, upon request, may be granted up to two (2) days leave from their accumulated
37 sick leave on or about the date of the birth or adoption of the child. Additional days
38 may be utilized if on a doctor's advice more time is needed to care for a newborn.

39
40 7. Transfer of Credit.

41 Employees who have accrued illness, injury and emergency (sick leave) while employed by
42 another public school district in the State of Washington shall be given credit, upon
43 verification, for such accrued sick leave upon employment with the District.

44

45

Section 9.2.

In the event employees are absent for reasons which are covered by Industrial Insurance, and if the Employee has accumulated sick leave, the District shall, upon request of the employee, pay sick leave to the employee in an amount equal to the difference between the amount paid the employee as a time loss benefit and the amount the employee would normally have earned. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

The parties agree to reasonably facilitate "light duty" assignments for employees under the jurisdiction of approved workers compensation claims. Such accommodation may include assignments in a different classification and rate of pay, with notification to the Union, so long as no employees in that classification are on layoff or reduced hour status. The District shall have no duty to create work to facilitate these light duty assignments. Service as a light duty employee shall not convey seniority in that category for such an employee. The District shall have the right to terminate any such positions with 24 hours' notice if the District determines that its needs are not being met.

Section 9.3. Bereavement Leave.

Each employee shall be entitled to up to three (3) days of leave with pay, with up to two (2) additional days with pay available on request for extended travel of 300 miles or more from Skykomish, Washington, for absence caused by the death of an employee's child, step-child, spouse, parent, grandparent, sibling, grandchildren, parent-in-law, or relative living in the employee's place of abode. Bereavement leave shall not be deducted from sick leave. Bereavement leave is noncumulative. This section applies to each instance of familial death as indicated above.

Section 9.4. Judicial Leave.

An employee who is summoned to serve as a juror or is obligated to appear in court as a party or is named as a co-defendant with the District or is subpoenaed as a witness shall notify his/her immediate supervisor immediately upon learning of the need for leave. For jury duty, the employee shall receive normal pay, provided that any jury duty pay shall be paid to the District, and further provided that employees retain any reimbursement for actual expenses. An employee who must be absent for judicial proceedings as a party shall be entitled to leave without pay. An employee who is subpoenaed as a witness shall be granted leave with normal pay, with any witness fees remitted to the District. In the event the Union brings suit against the District, the Union shall reimburse the District the per diem pay of any employee covered by this Agreement.

Section 9.5. Leave of Absence without Pay.**Section 9.5.1.**

Upon recommendation of the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year. Employees requesting leave of absence due to job related disability shall be granted leave of absence up to one (1) year. Other leaves extending beyond one (1) year may be considered by the Board of Directors.

Section 9.5.2. Return from Leave of Absence.

The returning employee shall be assigned to the position occupied before the leave of absence, unless, said position has been eliminated through a reduction in force or a change in District program, then the returning employee shall be assigned to a similar position if qualified. If a

1 similar position does not exist, or the position is held by a more senior, qualified employee, the
2 returning employee shall be placed on layoff status.

3
4 **Section 9.5.3.**

5 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
6 on leave of absence. Vacation credits, sick leave, and seniority shall not accrue while the
7 employee is on leave of absence.

8
9 **Section 9.6. Personal Leave.**

10 Each employee shall be entitled to three (3) days personal leave per year without a reason being given.
11 Personal leave must be requested in writing far enough in advance to allow arrangement for a needed
12 substitute, and each request must be approved by the Superintendent. After May 1 of any school year,
13 no more than one (1) classified employee shall be on personal leave per day unless needed substitutes
14 can be found. Personal leave is not accumulative.

15
16 **Section 9.7. WA PFMLA.**

17 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington
18 State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have
19 worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively
20 with the employee’s other leave entitlements unless the employee elects otherwise, or unless the law
21 prohibits otherwise. The District shall maintain health insurance benefits during periods of approved
22 PFML.

23
24 **Section 9.8. Long-Term Services and Support Trust Act.**

25 Effective January 1, 2022, the District shall collect from the employee the legally required
26 contributions required for the Long-Term Services and Support (LTSS) Trust and forward this amount
27 to the State of Washington.

28
29
30 **ARTICLE X**

31
32 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

33
34 **Section 10.1.**

35 The seniority of an employee within the bargaining unit shall be established as of the date on which the
36 employee began continuous daily employment (hereinafter “hire date”) unless such seniority shall be
37 lost as hereinafter provided. Any member hired prior to June 1, 2018, shall maintain current seniority.

38
39 **Section 10.1.1.**

40 In any case where seniority is equal, the tie will be broken by lot.

41
42 **Section 10.2.**

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



1 **Section 10.3.**

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

4
5 **Section 10.4.**

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

- 7
- 8 A. Resignation;
- 9 B. Discharge for justifiable cause; or
- 10 C. Retirement.

11
12 **Section 10.5.**

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

- 14
- 15 A. Time lost by reason of industrial accident, industrial illness or judicial leave for up to two (2)
- 16 years;
- 17 B. Time on leave of absence granted by the Board for voluntary service in the Armed Forces of
- 18 the United States;
- 19 C. Time spent in layoff status up to eighteen (18) months; or
- 20 D. Time spent on authorized leaves.

21
22 **Section 10.6.**

23 Seniority rights shall be effective within the bargaining unit.

24
25 **Section 10.7.**

26 Seniority shall be observed when vacancies occur and new positions are to be filled or when positions
27 are to be restructured. It is understood that most employees in the bargaining unit will be filling
28 multiple positions as part of their assignment and that these assignments may vary from year to year.
29 Seniority shall be the determining factor when qualifications, ability, and performance are judged by
30 the Superintendent to be substantially equal with junior applicants. Outside applicants shall be
31 considered least senior employees for the purpose of the section.

32
33 **Section 10.7.1.**

34 A notice of intent to rehire and acceptance will be offered to employees in the bargaining unit
35 by May 15 of each year. The employee will return the notice of intent to rehire and acceptance
36 by May 31 with their signature next to the line indicating their intention to return or their
37 intention not to return to the employment of Skykomish School District.

38
39 The restructuring of bargaining unit positions for the upcoming school year shall take place on
40 a designated day in August that shall be announced prior to the last day of school. The District
41 shall meet with the Union, and all employees in the bargaining unit are entitled to participate.
42 Employees who are unable or choose not to attend may send a written indication of their
43 preferences and a phone number where they can be reached, if necessary. Employees are not
44 required to attend, and employees will not be paid for attending, unless they are normally
45 working during that time. Employees not attending or making arrangements will be interpreted
46 as desiring to stay with their same position or as close to their same position as possible.

47



1 **Section 10.8.**

2 Notice of job vacancies covered by this Agreement shall be posted for five (5) working days. A copy
3 of the job posting shall be forwarded to the President of the Union and emailed to all classified
4 employees.

5
6 **Section 10.8.1.**

7 All temporary assignments of more than ten (10) hours in duration, excluding emergency
8 situations (e.g., time is of the essence), will either be posted for five (5) working days, or each
9 PSE member will be contacted individually, or the assignment will be offered in a meeting or
10 group setting. Specifics of the temporary assignment, including necessary skills,
11 schedule/duration, rate of pay, and other relevant information, will be provided with the notice.
12 The selected individual, with the requisite skills and availability will have the right to see that
13 assignment through to completion. When less than ten (10) hours are involved, the District
14 shall make an effort to contact senior qualified employees. A single telephone contact to a
15 person or machine or three separate documented attempts shall be sufficient.

16
17 **Section 10.9. Layoff and Recall.**

18 When it is necessary to reduce the workforce, qualifications, ability, priority of assignment and
19 seniority shall be considered, with the District adhering to seniority as nearly as possible. Employees
20 so affected shall be placed on a reemployment list maintained by the District according to layoff
21 ranking. Such employees are to have first consideration in filling openings in the classification held
22 immediately prior to layoff. Names shall remain on the list for eighteen (18) months.

23
24 **Section 10.10.**

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

27
28 **Section 10.11.**

29 An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not
30 comply with the requirements of Section 10.10, or if the employee does not respond to the offer of
31 reemployment within ten (10) days.

32
33 **Section 10.12.**

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

37
38
39
40 **ARTICLE XI**

41
42 **EMPLOYEE PERFORMANCE AND EVALUATION**

43
44 **Section 11.1. Quality Performance and Evaluations.**

45 It shall be the responsibility of the employee to seek continuously to improve his/her performance.
46 The District supports employees in that effort, including the provision of training and other resources
47 on an as needed basis determined by the District. The mutual and primary goal is to establish a



1 quality/satisfied workforce, enabling the District to effectively and efficiently carry out its mission and
2 programs.

3
4 In working with District employees, the District Superintendent will formally evaluate employees. A
5 bargaining unit employee shall not be evaluated by any other member of the bargaining unit.

6
7 One element of continuous quality improvement in performance is the formal evaluation. A minimum
8 of one formal performance evaluation shall be completed for each employee during the year. Each
9 formal performance evaluation shall be in the form of a written narrative. It remains a part of the
10 employee's permanent employment record.

11
12 **Section 11.2. Quality Performance: Evaluation Criteria.**

13 A review of that employee's performance of duties specified in the latest applicable job description on
14 file with the District, and a discussion of what quality job performance looks like shall precede a
15 formal written performance evaluation. No employee will be evaluated on a job description unless that
16 employee has worked thirty (30) days within that description.

17
18 Performance expectations will be updated annually and included in the Staff Handbook within the
19 Professional Practices section. The Professional Practices section as a whole defines quality
20 performance for PSE members. The union will collaborate with the district and have the opportunity
21 for input on the section of the Handbook that addresses classified employee performance standards.

22
23 **Section 11.3. Plans of Improvement.**

24 The superintendent will describe job-related performance problems, providing examples and specific
25 descriptions of sub-standard performance. In addition to an explanation of the problem, the
26 superintendent will explain in writing:

- 27
28 1. Performance expectations including what or how much is to be done, and the level of
29 performance.
30 2. The skill, knowledge and/or practices the employee must acquire and use.
31 3. Who will monitor improvement.
32 4. What are the consequences if improvement goals are/are not met.
33 5. A reasonable timeline established in which to achieve the required change(s).
34 6. The resources will be provided to help the employee acquire the skills.

35
36 **Section 11.4. Evaluation Conferences.**

37 The formal evaluation will be presented in a conference between the superintendent and the employee.
38 The employee may request union representation at an evaluation conference if it is anticipated that the
39 evaluation may form the basis for a recommendation for termination or discipline. Both the employee
40 and superintendent will sign the evaluation. The employee's signature signifies only that the employee
41 has read and understands the evaluation; it does not necessarily mean agreement with the evaluation.

42
43 In the event the employee contests the formal evaluation, the employee may, within ten (10) working
44 days, file a written rebuttal to that evaluation. Such a rebuttal is to remain in that employee's
45 permanent employment file.

46
47
48

ARTICLE XII

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 12.1.

The parties acknowledge the District's right to discipline or discharge an employee for justifiable cause. If the District has reason to reprimand an employee, it is the intent of the District that it shall be done in a manner which will not embarrass the employee before other employees or the public, if possible.

Section 12.1.1. Progressive Discipline.

The district will exercise progressive standards of discipline. Depending on the severity of the offense, discipline may begin at any step. However, if circumstances justify, some steps may be eliminated. Such discipline may include but is not limited to the following steps:

- A. Verbal warning
- B. Written warning
- C. Letter of Reprimand
- D. Suspension without pay
- E. Termination

Employees have the right to attach comments to disciplinary notices which are placed in their personnel files.

Section 12.2.

Should the District decide to discontinue employment or lay off any non-annual employee, the employee shall be so notified in writing prior to the end of the school year. All employees shall be provided at least two (2) weeks notice of layoff or discharge, except in cases of gross misconduct.

ARTICLE XIII

INSURANCE

Section 13.1. SEBB Health Insurance.

The District shall provide basic and optional health benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB WAC 182-31-040. Benefits presently provided by the SEBB include, but are not necessarily limited to:

- Basic life and accidental death and dismemberment insurance (AD&D)
- Basic Long-Term Disability
- Vision
- Dental
- Medical

This information is subject to change by the state. Any disputes on SEBB eligibility shall be addressed through the procedures set by the SEBB appeals board not through the grievance procedures of this Agreement.



1 All employees may see what the SEBB program has to offer by directing questions to the Human
2 Resources Department, or by going to the Health Care Authority’s SEBB website.

3
4 **Section 13.1.1. Insurance Changes Due to SEBB.**

5 Section 13.1 of the current collective bargaining agreement shall reopen to renegotiate
6 provisions related to health insurance benefits upon request, as necessary to comply with the
7 then current State law.

8
9 **Section 13.2. Health Benefit VEBA.**

10 The District will offer participation in VEBA (Health Reimbursement Arrangement), as approved by
11 the Union on an annual basis and consistent with IRS regulations. This plan allows participating
12 employees who are eligible for leave cash out to deposit the cashed out funds into a VEBA account to
13 cover retiree health care expenses at the time of retirement or separation from service. All sick leave
14 cash out will be at a rate of 1 day of credit for every four earned days.

15
16
17
18 **ARTICLE XIV**
19
20 **VOCATIONAL TRAINING**
21

22 **Section 14.1. Training Courses.**

23 Employees attending training courses as required by the District, shall be compensated at their regular
24 hourly rate for all approved time spent in such training. Expenses incurred for transportation and/or
25 training course fees will be paid by the District. Employees shall be invited to attend Teacher in-
26 service programs conducted in the District Facility that are relevant to their job duties. Invited
27 employees are not obligated to attend and shall not be paid unless it is authorized in writing in advance
28 by the District. To be compensated for a training pre-approval by the Superintendent must be
29 obtained.

30
31 **Section 14.2. Paraeducator Professional Development.**

32 All employees performing paraeducator work as defined in state law must meet the professional
33 development requirements of the Paraeducator Board for employment. All required and state-funded
34 certification trainings shall be compensated per 14.1.

35
36 **Section 14.2.1. Paraeducator Certification Premiums.**

37 If in the future a position is required by the District to have additional special education, EL or
38 Advanced certifications, the District and the union will reopen upon request of either party to
39 determine what additional compensation, if any, should be provided for such position.



ARTICLE XV

UNION 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/SEIU 1948 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 41.56.140. All bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU 1948 upon employment with the District in the bargaining unit.

Section 15.2. Membership Authorizations and Revocations.

An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's wages must be made by the employee to PSE/SEIU 1948. If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to PSE/SEIU 1948.

Upon receiving notice of the employee's authorization from PSE/SEIU 1948, the employer shall deduct from the employee's salary membership dues and remit the amounts to PSE/SEIU 1948 as soon as practicable following payroll.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to PSE/SEIU 1948 in accordance with the terms and conditions of the authorization. Employees who contact the District to revoke membership will be referred to PSE/SEIU 1948. After the employer receives confirmation from PSE/SEIU 1948 that the employee has revoked authorization for deductions, the employer shall end the deduction effective no later than the second payroll after receipt of the confirmation. The employer shall rely on information provided by PSE/SEIU 1948 regarding the authorization and revocation of deductions.

Section 15.3. PSE Regular Dues Check Off.

The employer shall deduct PSE/SEIU 1948 dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds deducted to the treasurer of the PSE/SEIU 1948. Transmissions will include payments and an electronic list of all represented employees with deduction amounts. Transactions will be received as soon as practicable following payroll. Submissions are to include all employees covered by the Collective Bargaining Agreement who have authorized dues deductions. A dues remittance form will accompany the payment every month and include membership status changes.

Section 15.4. Political Action Committee.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union.

1 **Section 15.5. Hold Harmless.**

2 The Union agrees to indemnify, defend and hold the District harmless against any legal action brought
3 against the District arising from the deductions made by the District pursuant to this Article.
4

5
6
7 **ARTICLE XVI**
8
9 **GRIEVANCE PROCEDURE**
10

11 **Section 16.1. Grievances.**

12 For the purpose of this Agreement, the term "grievance" means any dispute by an employee within the
13 bargaining unit referred to in Article I against the District, with respect to an alleged violation of an
14 express term or provision of this Agreement. Any grievance shall be handled in accordance with the
15 following procedure.
16

17 **Section 16.2. Definitions.**

- 18 1. Grievant: A grievant is an employee.
19 2. Days: Days in this procedure are normal District office workdays.
20

21 **Section 16.3. Step One - Oral Discussion.**

22 The grievance will initially be taken by the employee to the superintendent within thirty (30) working
23 days of the occurrence. The employee and superintendent will signature a dated statement that the
24 employee alleged a grievance and that Step One took place.
25

26 **Section 16.3.1. Step Two - Employee Written Statement of Grievance.**

27 The employee may have a Union representative accompany the employee beginning with
28 Step Two. If the grievance is not resolved as provided in Step One, it shall be reduced to
29 written form containing the following:
30

- 31 A. The facts upon which the grievance is based;
32 B. Reference to the section or sections of the Agreement alleged to have been violated; and
33 C. The remedy sought.
34

35 The written grievance shall be provided to the Superintendent within ten working days of the
36 step one meeting.
37

38 **Section 16.3.2. Step Three - Superintendent.**

39 After such submission the Superintendent or the Superintendent's designee(s) and the employee
40 will have ten (10) working days from submission of the written statement of the grievance to
41 resolve it by indicating on the statement of grievance the disposition and signing it. If the
42 grievance is not resolved, the employee may proceed to Step Four of the grievance procedure.
43 If an agreeable disposition is made, all parties to the grievance shall sign it.
44

45 **Section 16.3.3. Step Four - Board.**

46 If no settlement has been reached in Step Three within the specified time limits, the grievance
47 may be submitted by the employee within fifteen (15) working days to the Board. The Board
48 of Directors reserves the right to summon the employee for an oral statement of the grievance.



1 The employee reserves the right to appear before the Board of Directors to explain the
2 grievance. At any appearance before the Board of Directors, the employee may be
3 accompanied by a Union representative or designee. After such submission the Board and the
4 employee will have thirty (30) working days from submission of the written statement of the
5 grievance to resolve it by indicating on the statement of grievance the disposition and signing
6 it.

7
8 **Section 16.3.4. Step Five - Arbitration.**

9 If no settlement is reached in Step Four, the Union may request that the matter be submitted to
10 an arbiter as hereinafter provided:

- 11
12 A. Written notice of a request for arbitration shall be made to the Superintendent within ten
13 (10) days after receipt of the disposition letter at Step Four.
- 14 B. Arbitration shall be limited to issue(s) involving the interpretation or application of specific
15 terms of this Agreement.
- 16 C. When a timely request has been made for arbitration, the parties shall attempt to select an
17 impartial arbiter to hear and decide the particular case. If the parties are unable to agree to
18 an arbiter within ten (10) days after submission of the written request for arbitration, the
19 provisions of the paragraph (D) below shall apply to the selection of an arbiter.
- 20 D. In the event an arbiter is not agreed upon as provided in paragraph (C) above, the parties
21 shall jointly request the American Arbitration Association to submit a panel of seven (7)
22 arbiters. Such request shall state the issue of the case and ask that the nominees be
23 qualified to handle the type of case involved. When notification names of the panel of
24 seven (7) arbiters is received, the parties in turn shall have the right to strike a name from
25 the panel until only one (1) name remains. The remaining person shall be the arbiter. The
26 right to strike the first name from the panel shall be determined by lot.
- 27 E. Arbitration proceedings shall be in accordance with the following:
- 28
- 29 1. The arbiter, once appointed, will inform the parties as to the procedures which will be
 - 30 followed.
 - 31 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall
 - 32 be empowered to request through subpoena if necessary, such data and testimony as the
 - 33 arbiter deems pertinent to the grievance and shall render a decision in writing to both
 - 34 parties within thirty (30) days, unless mutually extended, of the closing of the record.
 - 35 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s)
 - 36 presented for arbitration which decision shall be final and binding on both parties.
 - 37 4. The arbiter shall rule only on the basis of information presented in the hearing and shall
 - 38 refuse to receive any information after the hearing except by mutual agreement.
 - 39 5. Each party to the proceedings may call such witnesses as may be necessary in the order
 - 40 in which their testimony is to be heard. Such testimony shall be limited to the matters
 - 41 set forth heard. Such testimony shall be limited to the matters set forth in the written
 - 42 statement of the grievance.
 - 43 6. Each party shall pay any compensation and expenses relating to its own witnesses or
 - 44 representatives.
 - 45 7. The arbiter shall specify in the award that the District or Union, whichever is ruled
 - 46 against by the arbiter, shall pay the compensation of the arbiter including necessary
 - 47 expenses.
 - 48

8. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

F. Binding Effect of Award: All decisions arrived at under the provisions of this Article by the representatives of the District and the Union at Steps One through Four, or by the arbiter, shall be final and binding upon both parties; provided, however, that in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or part.

G. Limits of the Arbiter: The arbiter cannot order the District to take action contrary to law.

H. No Duty to Maintain Status Quo: The District has no duty to maintain the status quo or to restore the status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.

Section 16.4.

There will be no reprisals against the grievant or others as a result of his/her participation in this process.

Section 16.4.1. Timelines.

Grievance claims involving retroactive compensation will be limited to no more than thirty (30) days prior to the written submission of the grievance in Step Two.

Section 16.5. Time Limits.

Time limits designated in this Article for processing grievances may only be extended by mutual written consent. Any grievance not submitted or processed in accordance with the applicable time limits shall be waived.

Section 16.6. Agreement Not To Be Altered.

In arriving at any settlement or decision under the provisions of this Article, neither party shall have the authority to alter this Agreement in whole or in part or to add to or delete any of its provisions.

ARTICLE XVII

ALCOHOL AND DRUG POLICY

Section 17.1. Definitions.

Section 17.1.1.

Under the influence of intoxicants means:

- A. Having a blood alcohol concentration level of .04% or greater;
- B. Having marijuana or hashish present in the body in the amounts described below:
00 nanograms/ml or greater based on an immunoassay urine test confirmed by a
15 nanograms/ml or greater based on a GC/MS test;
- C. Having any intoxicant, other than alcohol, marijuana or hashish, present in the body as determined by test on a blood or urine specimen collected and analyzed in accordance



with the Procedures for Transportation Workplace Drug Testing Programs, 49 CFR, Part 40 or if those procedures are inapplicable, such procedures as established by the Company; or

D. Impairment caused by intoxicants which affects, to any degree, the ability to safely, properly and effectively perform assigned duties.

Section 17.1.2.

"Intoxicants" means alcohol, alcoholic beverage, over-the-counter medication, prescription medication, controlled substances, if such OTC medication is labeled or has a package insert warning against operating machinery or driving after usage, as defined by state or federal law, marijuana, hashish, cocaine, heroin, dangerous drugs, narcotics, mood-altering substances, or any combination of the above.

Section 17.1.3.

"Possession" or "Possessing" means actual or constructive possession.

Section 17.1.4.

"Work Hours" means regular hours of work, overtime, meal periods and rest periods.

Section 17.1.5.

"Tests" means field, sobriety tests, blood tests, urine tests, intoxilyzer tests, or breath tests.

Section 17.2. Prohibited Conduct or Conditions.

Section 17.2.1.

Employees are strictly prohibited from being under the influence of intoxicants during work hours, or while on District property, or while in District vehicles.

Section 17.2.2.

Employees are strictly prohibited from possessing any intoxicants during work hours, or while on District property or while in District vehicles.

Section 17.2.3.

Employees are strictly prohibited from buying, selling, transporting, providing or using any intoxicant during work hours, or while on District property, or while in District vehicles.

Section 17.3. Medication Exception.

Section 17.3.1.

The conduct and conditions described above are not prohibited as to over-the-counter or prescription medication if the employee: submits a statement from a treating physician familiar with the employee's duties and conditions of work release stating that the use of the medication will not impair the employee's ability to safely, properly, and effectively perform assigned duties.

The Employer may make such inquiry and investigation of the physician's statement as it believes necessary under the particular circumstances.



Section 17.3.2.

In the event the employee notifies the Employer upon reporting to work that medication is being or will be taken, but does not immediately submit a physician's statement, the Employer may decline to permit the employee to work until twenty-four (24) hours after the employee ceases to take such medication.

Section 17.3.3.

In cases where the employee is instructed by the Employer to remain off work due to the possible side effects of over-the-counter or prescription medications, he/she may utilize earned but unused sick leave benefits in accordance with the Employer's leave policy/or personal leave if the employee has no sick leave benefits.

Section 17.4. Testing Procedure.**Section 17.4.1.**

The Employer may require that an employee submit to one or more tests if:

- A. The Employer has reasonable grounds to believe that the employee is under the influence of intoxicants or possesses intoxicants;
- B. The employee is involved in an accident during work hours, while operating a District vehicle;
- C. The employee is taking a physical examination in connection with employment at the District or is asked to participate in random screening;
- D. The test is agreed upon to resolve a disagreement or dispute between the Employer, the employee and/or the Union or as otherwise provided in this policy; or
- E. The employee has been removed from service for a violation of the District's Alcohol and Drug Policy and has met the requirements of Return to Duty status.

Section 17.5. Safeguards.**Section 17.5.1.**

The Employer agrees to pay for the cost of the test and the test shall be administered by an independent and qualified laboratory or individual. In the event that an immunoassay test is positive for marijuana or hashish, the Employer agrees to instruct the laboratory to conduct a confirming GC/MS test. The Employer also agrees to instruct the laboratory to conduct the confirming GC/MS test within twenty-four (24) hours (excluding weekends) of the time the Employer is notified of the positive immunoassay test. A weekend shall be deemed to run from 5:00 p.m. on Friday to 9:00 a.m. on Monday.

- A. The Employer shall require the laboratory or individual to retain the urine sample for a period not to exceed thirty (30) calendar days from the date the tests are completed.
- B. Employees will be notified of a positive (30 nanograms/ml GC/MS) test result no later than three (3) working days after receipt of the test results by the Employer. Upon receipt of the test results the employee may, at his/her own expense:
 - 1. Request that a second confirming test be conducted on the sample taken; and/or

2. Submit a second urine sample to the laboratory or individual designated by the Employer for testing or to an independent laboratory of equal quality. The second sample must be collected and submitted for testing as soon as possible, but in no event later than three (3) working days from the day the employee is notified of the confirming GC/MS test result on the first sample. It is understood and agreed that the collection and testing of the second sample must be performed in strict accordance with the standards and procedures for Transportation Workplace Drug Testing, 49 CFR, paragraph 40, or, if this procedure is inapplicable, to such procedure as is established by the Employer for testing. The results of the test conducted on the second sample produced as evidence of any hearing or proceeding will be considered in determining whether the employee violated Section 18.2 of this policy. Testing which is not conducted in accordance with the above will not be considered.
3. Selection or approval of individuals or laboratories to conduct tests under this section, as well as the determination of procedures for obtaining, handling, and transferring of samples to be tested, shall be the prerogative of the Employer.

However, if the employee chooses, he/she may get a second test from an independent laboratory that he/she will be allowed to produce as evidence. The employee shall be responsible for any cost incurred.

- C. The Employer agrees that testing performed pursuant to this policy will be limited to testing for intoxicants.

Section 17.6. Searches.

Section 17.6.1.

The Employer reserves the right to conduct searches of District vehicles or District equipment at any time or place and seize, examine and test any property found as a result of any searches of those areas. The Employer reserves the right to conduct searches on District property. No search will be initiated unless the District has reasonable cause to proceed.

Section 17.7. Penalties.

The following will subject an employee to immediate discharge:

Section 17.7.1.

Engaging in conduct or conditions that are prohibited by Section 17.2.

- A. Refusing to submit to tests that may be required under this policy;
- B. Failure to notify the Employer of the use of prescribed or over-the-counter medication in the time and manner provided in Section 17.3, Medication Exception; or
- C. Refusing to submit to and cooperate with searches that may be conducted by the Employer under Section 17.6, Searches.

Section 17.8. Rehabilitation Assistance.

- A. Employees who have alcohol or drug problems are required to immediately notify the Employer and the Union of the problem; this will enable the Employer and Union to assist the



1 employee with rehabilitation. Reports of alcohol or dependence problems will be handled in a
2 manner which respects the confidentiality and sensitivity of the report.
3

- 4 B. As a limited exception to Section 17.7, Penalties, above, any employee who complies with the
5 above requirements prior to a violation of this policy shall be immediately granted leave
6 without pay, and be allowed to enter an alcohol or drug rehabilitation program. Upon
7 satisfactorily completing this program within a reasonable period of time, not to exceed sixty
8 (60) days, the employee will be reinstated to his former position. During the next eighteen (18)
9 months following reinstatement, the employee may be tested for intoxicants at any time, with
10 or without cause. An employee refusing to submit to the tests will be subject to immediate
11 discharge. Any subsequent violation of the Employer's drug and alcohol policy shall subject
12 the employee to immediate termination without the benefit of the rehabilitation procedure of
13 this section.
- 14 C. Unless the employee is eligible for and initiates the above rehabilitation procedure, a violation
15 of the Employer's drug and alcohol policy shall subject the employee to immediate discharge
16 pursuant to Section 17.7, Penalties, above.
17

18 **Section 17.9. Conformity with Federal Regulations.**

19 For employees covered by federal safety standards, this Article shall be interpreted consistently with
20 those standards set forth in 49 CFR Part 40 for the administration of federally mandated drug testing
21 programs. In the event of any conflict with federal standards, federal standards will govern.
22
23
24

25
26 **ARTICLE XVIII**

27
28 **SALARIES AND EMPLOYEE COMPENSATION**
29

30 **Section 18.1.**

31 Employees shall be compensated in accordance with the provisions of this Agreement for hours
32 worked.
33

34 **Section 18.1.1.**

35 If the District implements a standardized pay date for all District employees, PSE employees
36 shall be included. The District shall have the authority to unilaterally advance the December
37 pay date.
38

39 **Section 18.2.**

40 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
41 Schedule A attached hereto and by this reference incorporated herein.
42

43 **Section 18.2.1.**

44 All wages on Schedule A shall be automatically enhanced by the state-funded inflationary
45 adjustment, based on the implicit price deflator (IPD), in each year of this agreement.
46

47 All salaries shall be enhanced by:
48



1 An additional 1% for each of years 2021-2022, 2022-2023, and 2% in 2023-2024, with the
2 following exceptions/additional improvements:

- 3 1. Office Manager / Administrative Assistant – IPD + 3% for 2021-22 then IPD + 2%
4 each year.
- 5 2. Paraeducator / Health Room Assistant: Keep both at same wage rate but add line to
6 wage schedule for Health Room Assistant at paraeducator rate.
- 7 3. Reopen on Maintenance/Transportation Manager Wages for the 2022-2023 school
8 year, with a reevaluation of the job description expectation.
- 9 4. CDL Bus Driver: Due to recent significant increase, the District will maintain the
10 current rates for 2021-2022; drivers will receive IPD + 1% in the next two years of the
11 Agreement.

12 **Section 18.2.2.**

13 Step advancements shall take place on September 1. Employees hired prior to February 1 shall
14 earn a year of service credit.

15
16 **Section 18.3.**

17 Salaries contained in Schedule A shall be as mutually agreed and/or as modified subject to the terms
18 and conditions of Article XIX. All terms and conditions of this Agreement except salaries and medical
19 shall become effective the date of ratification by the parties.

20
21 **Section 18.3.1.**

22 By October 30th, the District will provide each employee with a statement indicating their
23 hourly rate, hours and days of work, vacation, sick leave and insurance pool amount for the
24 ensuing year.

25
26 **Section 18.4. Annual Performance Fund.**

27 Employees with exceptional evaluations shall be entitled to \$400 as an annual performance incentive.
28 Such payment shall be made in the August paycheck. Employees must complete their entire work year
29 to qualify.

30
31
32 **ARTICLE XIX**

33
34
35 **TERM AND SEPARABILITY OF PROVISIONS**

36
37 **Section 19.1.**

38 The term of this Agreement shall be September 1, 2021 to August 31, 2024.

39
40 **Section 19.2.**

41 All provisions of this Agreement shall be applicable as mutually agreed. Salaries for employees
42 subject to this Agreement are contained in Schedule A attached hereto and by this reference
43 incorporated herein.

44
45 **Section 19.2.1.**

46 Retroactive pay, where applicable, shall be paid on the first regular payday following execution
47 of this Agreement, if possible, and in any case not later than the second regular payday. In the
48 case of retroactive pay resulting from negotiations pursuant to Article XIX, Section 19.3, 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 following any such agreement.

Section 19.3.

This Agreement may be reopened and modified at any time during its term upon mutual consent, in writing, of both parties. The Agreement shall be reopened at the request of either party, in writing to the second party, to consider the impact of any legislation recently enacted, judicial decision, Superintendent of Public Instruction policy, or State Board of Education action following the implementation of this Agreement.

Section 19.3.1.

Changes in public policy affecting drugs or alcohol, specifically marijuana, may allow either party to request this Agreement to be reopened, only for modification of Section 17.1.1., and/or Section 17.4.

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.

Section 19.6.

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 19.3.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

SKYKOMISH CHAPTER #1114

SKYKOMISH SCHOOL DISTRICT #404

DocuSigned by:
BY: DeLana Stone
DeLana Stone, Chapter President

DocuSigned by:
BY: Thomas Jay
Thomas Jay, Superintendent

DATE: 7/28/2021

DATE: 7/28/2021



PSE of Skykomish -- Schedule A
September 1, 2021 through August 30, 2022

Longevity Steps

Office Professionals	Step 1	Step 2	Step 5	Step 10	Step 15	Step 20	Step 25
Office Manager/ Administrative Assistant	\$21.30	\$22.30	\$24.20	\$24.75	\$25.29	\$25.84	\$26.40
Office Assistant	\$19.88	\$20.86	\$22.72	\$23.28	\$23.80	\$24.33	\$24.84
Operations/Transportation	Step 1	Step 2	Step 5	Step 10	Step 15	Step 20	Step 25
Maintenance/Transportation Manager	\$20.90	\$21.88	\$23.74	\$24.28	\$24.81	\$25.35	\$25.89
Custodian	\$19.88	\$20.86	\$22.72	\$23.28	\$23.80	\$24.33	\$24.84
CDL Bus Driver	\$26.25	\$27.50	\$29.93	\$30.67	\$31.31	\$31.96	\$32.64
Driver Trainer (5%) More	\$27.56	\$28.88	\$31.43	\$32.20	\$32.88	\$33.56	\$34.27
Child Nutrition	Step 1	Step 2	Step 5	Step 10	Step 15	Step 20	Step 25
Child Nutrition Kitchen-Manager	\$20.90	\$21.88	\$23.74	\$24.28	\$24.81	\$25.35	\$25.89
Assistant Cook	\$19.88	\$20.86	\$22.72	\$23.28	\$23.80	\$24.33	\$24.84
Instructional Support Staff	Step 1	Step 2	Step 5	Step 10	Step 15	Step 20	Step 25
Speech Language Pathology Assistant (SLPA)	\$20.39	\$21.35	\$23.24	\$23.81	\$24.31	\$24.82	\$25.35
Health room Assistant	\$19.88	\$20.86	\$22.72	\$23.28	\$23.80	\$24.33	\$24.84
Instructional Paraeducator	\$19.88	\$20.86	\$22.72	\$23.28	\$23.80	\$24.33	\$24.84

Notes:

1) Employees shall Automatically progress to the salary stated after the appropriate years of service, unless they are under improvement plan under section 11.3, and receive an overall evaluation of Unsatisfactory.

2) The District may advance an employee to step #5 any time after the completion of their second (2nd) year of service.

Performance Improvement Plan

Employee Name: _____ Job Title: _____ Date: _____

Supervisor Name: _____ Job Title: _____

Description of Area(s) for Growth	Description of Expectation(s) to Meet	Resources Available and Strategy of Achievement	Timeline/Benchmarks	Outcome(s)
<i>List any development needs in the appropriate boxes below:</i>	<i>What performance has to be met. I.e: what behavior(s) do you expect to observe as a successful Outcome.</i>	<i>List training, educational program, mentoring activity, etc. to develop/improve performance.</i>	<i>List action timeline, feedback opportunities and reassessment date(s).</i>	<i>List result(s) and/or accomplishments and related completion date.</i>

***Notice: An employee’s failure to demonstrate the improvement stated above may lead to adverse employment action up to and including separation of employment.**

Employee Signature: _____

Date: _____

Supervisor Signature: _____

Date: _____