COLLECTIVE BARGAINING AGREEMENT BETWEEN

CAPE FLATTERY SCHOOL DISTRICT

AND

PUBLIC SCHOOL EMPLOYEES OF

CAPE FLATTERY SCHOOL DISTRICT

SEPTEMBER 1, 2013 - AUGUST 31, 2016

Public School Employees of Washington / SEIU 1948
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SIGNATURE PAGE

SCHEDULE A (2013-2014)

LETTER OF AGREEMENT – Wage rates for Paraeducators
PREAMBLE

This Agreement is made and entered into between Cape Flattery School District Number 401 (hereinafter "District") and Public School Employees of Cape Flattery, an affiliate of Public School Employees of Washington / SEIU 1948 (hereinafter "Union").

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Union recognizes the responsibility of representing the interests of all such employees.

Section 1.2. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3. The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Custodial-Maintenance, Paraeducator, Food Service, Gear Up Coordinator, Transportation (Bus Driver-Mechanic), Nurse, SRO, Secretarial-Clerical and Technology; except the following positions: the District Office Business Manager (1), the Secretary to the Superintendent (1), the Administrative Assistant (1), Transportation Supervisor (1), a total of four (4) specific titled positions.

Section 1.4. The District will provide the Union all current job descriptions and with such amendments, changes, and additions to job descriptions as may from time to time occur. When new positions are added to the Bargaining Unit or a current job description undergoes a substantial change, the District shall submit the new or revised job description to the Union President prior to hiring/implementation.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1. It is agreed that the statutory, customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Without limiting the foregoing, and in accordance with the provisions of this Agreement, this shall include the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release
employees from duties because of lack of work or for other legitimate reasons. The District shall retain
the right to maintain efficiency of the District operation by determining the methods, the means, and
the personnel by which such operation is conducted. The District specifically also reserves the
discretion to make professional judgments as to employee or applicant qualifications.

Section 2.2.
The right to make reasonable rules and regulations shall be considered acknowledged functions of the
District. In making rules and regulations relating to personnel policies, procedures and practices, and
matters of working conditions, the District shall give due regard and consideration to the rights of the
Union and the employees and to the obligations imposed by this Agreement.

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 assist the Union. The
freedom of such employees to assist the Union shall be recognized as extending to participation in the
management of the Union, including presentation of the views of the Union to the Board of Directors
of the District or any other governmental body, group, or individual. The District shall take whatever
action required or refrain from such action in order to assure employees that no interference, restraint,
coercion, or discrimination is allowed within the District to encourage or discourage membership in
any employee organization.

Section 3.2.
Each employee shall have the right to bring matters of personal concern to the attention of appropriate
Union representatives and/or appropriate officials of the District.

Section 3.3.
Employees of the units subject to this Agreement have the right to have Union or other persons present
at any hearing concerning a grievance filed by the employee and at any disciplinary hearing.
Furthermore, employees shall have the right to Union representation at investigatory interviews at
which the employee is questioned regarding circumstances which may reasonably result in discipline.

Section 3.4.
Neither the District, nor the Union, shall illegally discriminate against any employee on the basis of
race, creed, color, sex, sexual orientation, religion, age, marital status or because of a disability unless
it is a bona fide occupational qualification.

Section 3.5.
Each employee reserves the right to delegate any duty or right contained in this Article and the
grievance procedure to appropriate officials of the Union. The employee shall notify the District in
writing of the right or duty being delegated.

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PSE of Cape Flattery/Cape Flattery School District #401
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September 1, 2013
Section 3.6. Personnel Files.
One (1) official personnel file shall be kept at the District Office for each employee. This shall not prevent each supervisor from keeping one (1) working file for each employee, provided that such file shall not contain documents more than two (2) years old. Any such "working files" shall be kept in the District or Principal's office. Copies of all derogatory information placed in the personnel file shall be provided to the employee. Employees shall have the right to inspect their official personnel file (official and working) with a representative of the District present, who shall initial and date any and all documents in the file at the request of the employee. The District shall provide, upon request, copies of any and all documents in the personnel file (official and working) to the employee, provided that the employee may be charged at the district copy rate. Employees shall have the right to attach statements to any document in their personnel file.

Section 3.7. Annual Evaluations.
Employees shall be given annual written performance evaluations. The evaluation shall be presented and discussed with the employee by the evaluating administrator or supervisor no later than June 1, or five (5) days before the end of the school year, whichever is later. The employee shall have the right to attach comments to the evaluation, which shall be attached to the permanent (file) copy and become a part thereof. Employees may be required to sign the evaluation to signify receipt only, and such will be indicated on the evaluation form. Employees shall have the right to discuss and review the evaluation with the Principal, Superintendent or designee.

Section 3.7.1.
All performance evaluations reflecting an unsatisfactory level of performance in one or more categories shall state specific reasons for the unsatisfactory rating, remedial action necessary by the employee needed to improve the unsatisfactory rating, and specific remedial training as deemed necessary by the District as an aid to improve performance. Unsatisfactory performance shall be brought to the employee's attention as soon as reasonably possible.

ARTICLE IV
RIGHTS OF THE UNION

Section 4.1.
The Union has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing as requested by the District and to enter collective negotiations pursuant to RCW 41.56 with the object of reaching an agreement applicable to all employees within the unit.

Section 4.2.
The Union shall promptly be notified by the employee(s) of any disciplinary actions taken against any employee in the bargaining unit. The Union is entitled to have an observer at the initial hearing conducted by any District official or body arising out of any grievance and to represent the employee and make known the Union's views concerning the case if the presence of such observer is requested in writing by the employee(s).
Section 4.3.
The District shall provide each new employee with a member information packet (which shall be comprised of: (a) a copy of this Agreement; (b) membership cards; (c) a list of officers and phone numbers; and (d) a cover letter) to be furnished to the District by the Union.

Section 4.3.1.
The Union shall provide a supply of copies of these packets to the District, and shall replenish this supply at the District's request. It will be the responsibility of the District to notify the Union President of the need for additional copies of the packets.

Section 4.4.
The Union reserves and retains the right to utilize persons of its choice to represent it in all matters relating to this contract and its representation of employees of the District, including appropriate officials of the Public School Employees of Washington / SEIU 1948 State Organization.

Section 4.5.
The District shall provide information specifically requested by the Union that is necessary or relevant for the Union to represent the bargaining unit. Each month, the District shall forward a copy of the monthly electronic worksheet to the Union President that is sent to the PSE billing office. The worksheet shall contain name, address, phone number, job title, hourly rate, employment date, FTE, hours worked per day, and annual salary in their regular position and current month's paid dues. Such information shall be supplemented upon reasonable request. Additionally, during the start of the school year, the District will provide each employee with an Employee Profile document.

Section 4.6.
Visitation rights shall be granted to the designated representatives of Public School Employees to visit at reasonable times with employees in the appropriate bargaining units for purposes of grievance procedures and/or general information data. The visiting representative shall notify the District of arrival and shall in no way hamper or obstruct the normal flow of business.

The District shall provide a bulletin board space in each school for the use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be signed by the Union officials responsible for its posting. Unsigned notices or bulletins may not be posted and may be removed by the District. The postings shall be limited to matters pertaining to union business. The responsibility for the prompt removal of notices from the bulletin board after they have served their purpose shall rest with the individual who posted such notices.

Section 4.8.
The District will submit proposed school calendars to the Union President and solicit comments from the Union prior to final Board approval. Changes in the school calendar during the school year, not associated with emergency conditions, shall be communicated to all members of the bargaining unit as soon as reasonably possible.

Section 4.9.
The Union may use District buildings for meetings during nonworking hours as per District policy. A Union representative shall obtain approval from building administration prior to using such buildings.
The Union shall have the right to use the District’s standard office equipment. The Union shall reimburse the District pursuant to District policy and procedure for use of standard office equipment.

**Section 4.9.1.**
The Union may use the District’s internal mail distribution system (hard copy and electronic, including email and phone) to circulate routine information to its members. Such distribution shall not violate U.S. Postal regulations, nor shall it be used to avoid required postage costs. The Union acknowledges that the equipment and facilities identified in this section are public resources that may be monitored and the Union use of this equipment and facilities does not create an expectation of privacy for such use. No Union use of District facilities or equipment shall interfere with the operation of the District’s business, cause additional expense to the District, or distribute/obtain information regarding political candidates or issues which are a part of any public election.

**Section 4.10.**
The Union will indemnify, defend and hold the District harmless against any claims made, and any suit instituted against the District on account of any check off of Union dues (Section 13.7.), requirement that employees pay membership or representation fees to the Union or a charitable organization as a condition of employment (Section 13.7.1. and 13.8.), or the Union’s use of District resources as described in this article (Section 4.9. and 4.9.1.).

**ARTICLE V**

**APPROPRIATE MATTERS FOR CONSULTATION**

**Section 5.1.**
The Union will designate a Labor-Management Committee of three (3) members who will meet with the Superintendent of the District or the Superintendent’s representatives on a mutually agreeable regular basis to discuss appropriate matters.

**ARTICLE VI**

**UNION REPRESENTATION**

**Section 6.1.**
Up to three (3) employees designated by the Union shall be allowed paid release time to attend District meetings regarding grievances (one [1] building representative from the building or site where the grievance arose) per meeting, or Labor-Management Committee (up to three [3]) when such meetings are mutually scheduled during working hours. Up to four (4) employees designated by the Union shall be allowed paid release time to participate in collective bargaining with the District when bargaining sessions are mutually scheduled during working hours.
ARTICLE VII

HOURS OF WORK

Section 7.1.
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 three (3) working days; provided, however, this notice may be waived by the employee. During an emergency, or for a period of short duration when a job cannot be completed during the regular shift, the shifts may be temporarily altered.

Section 7.2.
Employees working six (6) or more hours per day shall receive a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, also including a ten (10) minute first half and a ten (10) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. Employees working eight (8) hours per day shall receive a fifteen (15) minute first half and a fifteen (15) minute second half rest break, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Section 7.3.
In the event an employee is assigned a shift less than six (6) hours, the employee shall receive a ten (10) minute rest period for each three (3) hours of work.

Section 7.4.
Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at overtime rates, or, at the employee's discretion, granted compensatory time off within the same workweek.

Section 7.5.
Employees requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received by the employee in the higher classification after the third cumulative day worked during the term of this Agreement.

Section 7.5.1.
Employees requested to work part or all of a shift regularly filled by a lesser paid employee instead of their regular work shift shall be paid at their normal rate of pay.

Section 7.6.
In the event of an unscheduled school closure, the District will attempt to notify employees to refrain from coming to work. Any employee who reports to work during such closure because notice was not received and who made himself available to receive such notice, shall be entitled to a minimum of one (1) hour's pay.

Section 7.7.
Recognizing that bus drivers present special shift problems, the parties agree that shifts shall be established in relation to routes and driving times requisite to fulfilling tasks assigned by the Superintendent or his/her designee; and provided that all bus drivers shall receive one-half (1/2) hour...
per day, in addition to actual hours of driving time, for the purpose of bus cleanup and bus warmup. All trips other than daily scheduled runs shall be compensated at the trip rates as listed on Salary Schedule A. Such extra trips will be assigned by the District, recognizing that the employees will not be required to drive such extra trips if the employee has worked forty (40) hours or more during the workweek, or if an employee has sufficient reason not to drive the trip. Regular bus drivers shall be given preference in assignment of extra trips when buses are used.

Section 7.7.1.

On overnight trips, drivers shall be compensated at the appropriate hourly rate for the duration of the trip, except twelve (12) hours of meal and sleeping time is to be deducted without pay, provided the employee is not required to work during the time so designated. Should a driver be required to work during the aforesaid twelve (12) hours, the driver will be compensated at the appropriate hourly rate.

Section 7.7.2. Standby/Layover Time.
The "Standby/Layover" rate of pay indicated on Schedule A applies to those hours that are not included within the definition of "hours worked" under the Fair Labor Standards Act and such hours are not included toward overtime eligibility under Section 7.10.1 and 7.10.2. Waiting time is excluded from the legal definition of "hours worked" when: (1) the employee is completely relieved of duty and allowed to leave the job; or (2) the employee is relieved until a definite specified time and the relief period is long enough for the employee to use the time as he/she sees fit. In such cases, the layover time is not counted toward the forty (40) hour per week accumulation for the calculation of overtime.

Section 7.7.3.
For Bus Drivers, both the AM and PM daily routes shall have a minimum compensated duration of four (4) hours combined. If the assigned routes are completed in less than four (4) hours, then the District may assign other duties to be performed in any such remaining time. This minimum time does not apply to after-school activity runs and runs for individual students with special needs which instead shall have a compensated duration based on the actual hours of driving time (with a minimum of sixty (60) minutes) plus an additional thirty (30) minutes (warm-up/cleanup).

Section 7.7.4.
Regular bus drivers shall be given preference in assignment of extra trips when buses are used, as long as such trips do not put the driver into overtime. These assignments will be bid on a weekly basis by seniority, separately for each campus. The employee assigned the extra trip shall be responsible for meeting the schedule and returning the bus in the same general condition as received.

Section 7.8.
Food Service employees shall receive one (1) day for preparation prior to school opening in the fall and one (1) day for cleanup following the closing of school in the spring.

Section 7.9. Paraeducator Preparation Day.
Paraeducators shall be scheduled one (1) day for preparation prior to school opening in the fall.
Section 7.10. Overtime.
Overtime rate is defined as being one and one-half (1-1/2) times the employee's regular hourly rate.

Section 7.10.1.
All hours worked in excess of eight (8) hours per day for non-bus driving employees, and all hours worked in excess of forty (40) hours per week for all employees shall be compensated at the overtime rate. Bus driver layover time shall be excluded from overtime calculations. With the mutual agreement of the District and an individual employee, an employee may work four (4) - ten (10) hour days on either a temporary or permanent basis; in such cases the above referenced daily eight (8) hour overtime provision shall be waived in favor of a daily ten (10) hour standard.

Section 7.10.2.
Employees called back on a regular workday, or called on the sixth (6th) or seventh (7th) consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.

Section 7.11.
Employees required, as a condition of continued employment, to attend classes such as first aid, license requirements, assessment tests provided within the District (including but not limited to the ETS ParaProfessional assessment test), annual bus driver in-service training, and/or to take tests to obtain certificates or permits, shall be compensated for all time at their regular hourly rate. The District shall pay all fees and/or instructional charges.

Section 7.12.
Employees required, as a condition of continued employment, to take physical examinations, shall be provided such examination at the current Clallam Bay Clinic rate, or shall be reimbursed for actual out-of-pocket cost up to a maximum of one hundred dollars ($100.00).

Section 7.13. Compensatory Time.
Employees who are required to work more than forty (40) hours per week may request compensatory time instead of compensation. Compensatory time must be able to be taken before the end of the current or following month, or else compensatory time will not be allowed. At no time shall the District require an employee to work for compensatory time. Hours worked as compensatory time in excess of forty (40) hours per week shall be credited with compensatory time at the rate of one and one-half (1½) hours for each hour worked. The District shall keep records of all compensatory time worked and accrued. Any accrued compensatory time accrued during the final two (2) months of the employee's work year and not taken shall be paid at the overtime rate on the employee's last pay warrant of the year; it is the responsibility of the employee to submit any request for such payment on the final time sheet of their work year. Only the District-level or building administrator, or his/her designee, may authorize compensatory time.

Section 7.14.
Employees shall be compensated for all authorized hours worked at the appropriate rate of pay or with compensatory time in accordance with Section 7.13. No employee shall be requested or required to work or perform duties without compensation.


Section 7.15.
The District shall be responsible for surveying staff at least once per year to gather input for the planning of District-wide professional development. The superintendent, administrative team and staff, including a Union designated representative, will work together to plan professional development activities.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.
All employees shall receive the following paid holidays that fall within their work year:

1. New Year's Day  
2. Martin Luther King, Jr. Day  
3. Presidents' Day  
4. Memorial Day  
5. Independence Day  
6. Labor Day  
7. Veterans' Day  
8. Thanksgiving Day  
9. Day after Thanksgiving Day  
10. Day before Christmas Day  
11. Christmas Day  
12. Day after Christmas*

*Twelve-month employees only.

Section 8.1.1. Unworked Holidays.
Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked his/her last scheduled shift preceding the holiday and his/her first scheduled shift succeeding the holiday shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee is on approved leave and such leave has not been longer than thirty (30) regular workdays.

Section 8.1.2. Worked Holidays.
Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus the overtime rate for all hours worked on such holidays except for trips where only regular pay shall be paid in addition to holiday pay.

Section 8.1.3. 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 8.1.4.
In the event that a holiday should fall on a Saturday or Sunday, the preceding Friday or the following Monday will be paid holidays.
Section 8.1.5.
If bus drivers are required to report to work for any reason (including orientation or in-service) before the first scheduled day of instruction, then that day shall be considered the first day of their work year for the purposes of holiday pay compensation.

Section 8.2. Vacations.
Upon the first (1st) anniversary of the hire date with the School District, each full-time twelve (12) month employee shall be granted ten (10) days paid vacation per year. Upon the fifth (5th) anniversary of the hire date with the School District, each full-time twelve (12) month employee shall be granted one (1) additional day paid vacation per year for each year completed to a maximum of twenty-five (25) paid days.

Section 8.2.1.
Vacations shall be scheduled at a mutually agreeable time. Twelve-month employees shall have the right to a minimum of fifty percent (50%) of their accumulated total vacation during the summer break; provided, however, that the above requirement may be waived by the parties for sufficient reason by mutual consent. Vacation requests which have been made at least thirty (30) days in advance that have been denied by the District may be carried over into one (1) subsequent year if the employee is unable to take the vacation before the end of the current school year.

Section 8.2.2.
Less than twelve (12) month employees shall receive five (5) days vacation credit provided that they are paid for or excused from at least one hundred eighty (180) days service during the school year. Upon the fifth (5th) anniversary of the hire date with the School District, each less than twelve (12) month employee shall be granted one (1) additional day of vacation credit for each year completed to a maximum of ten (10) days of vacation credit. Excused absences under this section must be approved by the District Office. Employees shall be compensated therefore in accordance with their average daily pay. In the event the number of days of school within the year are reduced, the one hundred and eighty (180) day threshold stated in this section will be reduced accordingly.

ARTICLE IX
LEAVES

Section 9.1. Sick Leave.

Section 9.1.1.
Each employee shall be granted ten (10) days sick leave per school year. Sick leave shall be vested when earned and may accumulate up to a maximum of one hundred eighty (180) days entitlement. The District shall project the number of annual days of sick leave at the beginning of the school year and the employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. The employee shall notify the Building Administrator at least one (1) hour prior to his/her normal starting time, if possible, of his/her inability to work. The District may require an employee to provide a doctor's certification of illness after
three (3) consecutive days of absence. The District may request a doctor's verification of an employee's ability or inability to work at any time a pattern of conduct or condition indicates the need for such medical assessment. If a specific medical professional is chosen by the District, the cost of such assessment shall be paid by the District.

Section 9.1.2.
In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

Section 9.1.3. Sick Leave Attendance Incentive Program.
In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation for the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation, provided no employee may receive compensation under this section for any portion of leave for illness or injury which has accumulated at a rate in excess of one (1) day per month.

Section 9.1.3.1.
At the time of separation from school district employment, an eligible employee as defined by RCW 28A.400.210(2) or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued leave for illness or injury, provided no employee may receive compensation under this section for any portion of leave for illness or injury which was accumulated at a rate in excess of one (1) day per month.

Section 9.1.3.2.
These sections shall be construed only as consistent with applicable law.

Section 9.2. Bereavement Leave.
Each employee shall be entitled to a maximum of five (5) days leave with pay per year for absence caused by the death of an employee's child, legal dependent, spouse, parent, step-parent, grandparent, grandchild, sibling, step-sibling, siblings-in-law, parent-in-law, aunt or uncle. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is noncumulative.

Section 9.2.1. Family Illness Leave.
The District shall allow an employee to use accrued sick leave in accordance with applicable state and/or federal law to care for a qualifying individual (pursuant to law, e.g., child, step-child, spouse, parent, etc.) with a health condition which requires treatment or supervision, as provided for in applicable state and/or federal laws. Use of sick leave to care for a child age eighteen (18) and over may be approved at the discretion of the superintendent.
Section 9.3. Emergency Leave.
Each employee shall be granted two (2) days emergency leave per year with pay, which shall be
deducted from sick leave. Use of Emergency Leave must be approved by the District and must be due
to a problem that has suddenly precipitated or where pre-planning could not relieve the necessity for
the employee absence. Additional emergency leave days may be approved at the discretion of the
Superintendent.

Section 9.4. Assault Leave.
a. Any assault and battery upon an employee while acting within the scope of his/her employment
shall be reported promptly to the employee’s immediate supervisor. Where criminal charges are
warranted and the employee chooses to file such charges, the District will support the
employee.
b. Whenever an employee is absent from employment and unable to perform his/her duties as a
result of personal injuries sustained due to an assault and battery as defined in A above, the
employee will be paid full salary for the period of absence, up to one year from date of injury,
less the amount of any Workman’s Compensation award or benefits. No part of such absence
will be charged to annual or accumulated sick leave.

Section 9.5. Disability Leave.
An employee requesting disability leave shall give written notice to the employer at least two (2)
weeks prior to commencement of said leave if possible. The written request for disability leave should
include a statement as to the expected date of return to employment and advance notice of the actual
date of return to employment shall be given as soon as possible. Sick leave shall be granted under
Section 9.1. In the event sick leave is exhausted, then the employee shall, if requested in writing, be
granted a leave of absence without pay for the period of disability, provided that such unpaid leave
shall not continue beyond the duration of the current school year, unless authorized in advance
pursuant to Section 9.6 of this Article. Failure to return to work after the end of any such leave(s) shall
immediately terminate any potential employment relation with the District. If the employee returns to
work within the period of said leave or within the period of the current school year, if unpaid leave, the
employee shall be offered reinstatement to a position at least equivalent in duties and salary as that
held prior to such leave.

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

Section 9.7. Leave Of Absence.
Upon recommendation of the immediate supervisor through administrative channels to the
Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended
leave of absence for a period not to exceed one (1) school year. An employee may request one
additional leave of absence for the next school year, provided that the total leave period shall not
exceed twelve (12) consecutive months.
Section 9.7.1.
The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, the employee shall be reinstated to a position equivalent in job description duties and job description salary to that held at the time the request for leave of absence was approved subject to Article X herein.

Section 9.7.2.
The employee will retain accrued sick leave, vested vacation rights and seniority rights while on leave of absence. However, vacation credits, sick leave, seniority, and holiday credits shall not accrue while the employee is on leave of absence, except in the case of serious illness as defined by the FMLA or service in the US Military, seniority shall continue to accrue.

Section 9.8.
The District agrees to make a leave sharing program available to all eligible employees in accordance with State Law.

Section 9.9.
Each employee shall be granted up to three (3) days personal leave per year with pay, which shall not be deducted from sick leave. Up to two (2) unused Personal Leave days shall convert to sick leave and accumulate as sick leave. Personal Leave may be used for undisclosed personal reasons subject to the following conditions: such days cannot be used for the first two weeks or last two weeks of school, or to extend a vacation, or to extend weekends. Exceptions to these conditions may be made in extenuating circumstances with Superintendent approval. Substitutes must be available and no more than two (2) bargaining unit members per building may use Personal Leave on the same day.

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1.
Seniority as referenced herein means seniority within an employee's current job classification, or any job classification in which the employee has worked as a regular District employee. Seniority begins on the employee's first day of regular employment, and classification seniority begins on the first day of regular employment in the specific job classification. Should more than one employee have the same hire date, their ranking shall be determined by the hiring administrator at the time of hire.

Section 10.2.
Each new hire shall remain in a probationary status for a period of not more than sixty (60) working days following the hire date. During this probationary period, the District may discharge such employee at its discretion.

Section 10.3.
Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.
Section 10.4.
If after sixty (60) working days it is determined by the employee's supervisor that an employee who has received a promotion or who has been assigned to a new or open job or position does not have the ability or qualifications to fulfill the job requirements, the District shall set forth in writing to the employee and the organization's grievance committee chairman its reasons why the employee is not qualified and the employee shall then be reassigned to the prior position held.

Section 10.5.
The seniority rights of an employee shall be lost for the following reasons:

- Resignation;
- Discharge for any reason contained in this Agreement;
- Retirement; or
- Job classification seniority shall be lost eighteen (18) months after a change in job classification as referenced in Section 10.7.1 of this Article.

Section 10.6.
Seniority rights shall not be lost for the following reasons, without limitation:

- Time lost by reason of industrial accident, industrial illness or jury duty;
- Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
- Time spent on other authorized leaves of absence, not to exceed one (1) year.

Section 10.7.
Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are as follows: Custodial-Maintenance, Paraeducator, Food Service, Gear Up Coordinator, Transportation (Bus Driver-Mechanic), Nurse, SRO, Secretarial-Clerical and Technology.

Section 10.7.1.
Employees who have worked in their previous classification for at least six (6) calendar months shall retain accrued seniority in any previously held classification for eighteen (18) months.

Section 10.8.
The employee with the greatest classification seniority shall have preferential rights regarding shift selection, vacation period, overtime or refusal of overtime, the assignment of additional work not constituting a new position, and the reduction of hours not constituting a layoff when the operational and educational needs of the District permit.

Section 10.8.1.
The employee with the greatest classification seniority shall have preferential rights regarding filling of new or open job assignments, promotions, layoff and recall from layoff provided that ability, qualifications, and performance are determined to be substantially equal with other employees. Employees upon request in writing shall be given the specific reasons in writing for a seniority bypass.
The District may not lay off senior employees before junior employees in any general job classification, except subject to the seniority bypass procedure in the immediately preceding paragraph. Should a seniority bypass occur, the District must inform the Union President in writing of the names and positions of the impacted employees.

Section 10.8.2.
Substitutes who work less than thirty (30) accumulated working days in the current or immediately preceding school year shall not be included within the bargaining unit. Substitutes who work longer than thirty (30) accumulated days in the current or immediately preceding school year shall be included within the bargaining unit. The only provisions of the Agreement applicable to substitute employees shall be Section 7.2, Section 7.3, Article XIII, Article XIV and Schedule A. Substitute positions which are known to last longer than sixty (60) consecutive working days shall be posted in advance in the District for five (5) working days. The sixty (60) consecutive day timeline may be extended upon mutual agreement between the Union and the District. Bargaining unit employees who are qualified for such postings shall be considered for such assignments in accordance with Section 10.1 when the substitute assignment does not conflict with the employee’s regular work schedule. If the substitute assignment does conflict with the bargaining unit employee’s regular work schedule, approval for any such assignment shall be at the discretion of the Superintendent. Bargaining unit employees who fill a substitute assignment:

a. Shall continue to accrue seniority in their regular classification and shall return to their regular position at the completion of the assignment;
b. Shall not establish a hire date nor accrue seniority, if the substitute assignment is in a different job classification than the employee’s current assignment;
c. Shall receive the rate of pay of the substitute assignment, if the substitute assignment’s rate of pay is higher than the employee’s current rate of pay; and
d. Shall continue to receive the employee’s current rate of pay if the Step 1 rate for the substitute assignment is lower than the employee’s current rate of pay.

Section 10.8.3.
Employees, including but not limited to employees on layoff status, may request to work a temporary position within the District. Temporary positions shall not last for more than sixty (60) consecutive days which may be extended upon mutual agreement between the Union and District. Bargaining unit employees assigned to work a temporary position shall be subject to all provisions of the Agreement. Non-bargaining unit employees or bargaining unit substitutes assigned to work a temporary position shall not receive rights under this Agreement.

Bargaining unit employees who are assigned to work a temporary position:

a. Shall continue to accrue seniority in their regular classification and shall return to their regular position at the completion of the assignment;
b. Shall not establish a hire date nor accrue seniority, if the temporary assignment is in a different job classification than the employee’s current assignment;
c. Shall receive the rate of pay of the substitute assignment, if the temporary assignment’s rate of pay is higher than the employee’s current rate of pay; and
d. Shall continue to receive the employee’s current rate of pay if the Step 1 rate for the temporary assignment is lower than the employee’s current rate of pay.
The District shall post all temporary positions and forward a copy to the Union President and Vice President. The District will provide a copy of temporary employee payroll status forms to the Union President and Vice President within ten (10) working days of the temporary employee's first day of work.

Section 10.8.4.
Employees, including but not limited to employees on layoff status, may request to work leave replacement positions within the District. Bargaining unit employees assigned to work a leave replacement position shall be subject to all provisions of the Agreement. Non-bargaining unit employee(s) or bargaining unit substitute(s) assigned to leave replacement position(s) shall receive all rights under this Agreement, except Article X (Seniority.)

Bargaining unit employees who are assigned to work a temporary position:

a. Shall continue to accrue seniority in their regular classification and shall return to their regular position at the completion of the assignment;
b. Shall not establish a hire date nor accrue seniority, if the leave replacement assignment is in a different job classification than the employee’s current assignment;
c. Shall receive the rate of pay of the substitute assignment, if the leave replacement assignment’s rate of pay is higher than the employee’s current rate of pay; and
d. Shall continue to receive the employee’s current rate of pay if the Step 1 rate for the leave replacement assignment is lower than the employee’s current rate of pay.

Section 10.9.
The District shall notify the Union President and Vice President in writing of the availability of any and all open positions as soon as possible after the District determines the opening. The Union President and Vice President shall then post the notice on the appropriate Union bulletin board. Such notification by the District shall be scheduled so as to allow a minimum of five (5) working days notification on the Union bulletin board.

Section 10.9.1.
The Union shall be notified by the District before any substantial changes to an established position’s hours or duties are put into effect.

Section 10.9.2.
Any employee wishing to be notified of vacancies (new or open positions) within a particular classification occurring during the summer shall leave written notice at the administration office prior to the close of school and sufficient self-addressed, stamped envelopes. The employee will be sent a copy of the posting of the position and application procedure.

Section 10.10.
In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to a layoff ranking. Such employees are to have priority (consistent with Section 10.8 herein) in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for twenty-four (24) months.
Section 10.11.
An employee on layoff status shall file his/her address in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address.

Section 10.12.
An employee shall forfeit rights to employment as provided in Section 10.10 if he/she does not comply with the requirements of Section 10.11, or if he/she does not respond to the offer of reemployment within seven (7) days after mailing of a written notice by the District to the employee, or three (3) working days after receiving oral notice, whichever event first occurs.

Section 10.13.
An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

ARTICLE XI
DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.
The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.

Section 11.2. Notification To Non-Annual Employees.
This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.

Section 11.2.1.
Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year, except when such employment is specifically supported by categorical funds. Employees who will not be reemployed due to lack of categorical funding will be notified within fifteen (15) days after the District receives written notification that the program has not been approved.

Section 11.2.2.
Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct which constitute justifiable cause occurring after the expiration of the school year.

Section 11.2.3.
Nothing contained in this section shall in any regard limit the operation of other sections of this Article.
Section 11.3.
Except in extraordinary cases, the District will give an employee two (2) weeks notice of intention to
dismiss. The District will expect the employee to give two (2) weeks notice in case of resignation.

Section 11.4.
Nothing contained herein shall be construed to prevent the District from immediately discharging an
employee for justifiable cause in serious cases.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.
The District shall pay the state funded monthly amount per FTE for each employee enrolled in District
approved medical, dental, and vision insurance programs. An FTE, for purposes of this section, shall
be defined as 1,440 hours of service in the fiscal year, as long as so funded by the state. In the event of
any change in District approved plans, an orientation meeting will be provided upon Union request.
The District shall not deduct the Health Care Authority’s retiree subsidy from the state-funded amount
referred to in this section.

Section 12.1.1.
Employees working four (4) or more hours per day shall participate in family dental and vision
insurance coverage, premium for which shall be deducted first from the benefit outlined above.
The immediately preceding sentence in no way limits an employee with less than four (4) to a
District insurance contribution generated pursuant to Section 12.1 that may be applied toward
medical insurance premiums.

Section 12.1.2.
Employees shall declare their health plan options no later than the fifteenth (15th) of October of
each year. The District and the Union shall subsequently pool all unexpended funds generated
pursuant to Section 12.1 herein. Such pool shall be disbursed equally among those employees
required to make out-of-pocket payment for their monthly medical premiums. The pool shall be
calculated once in November of each School Year. The Union President will have the
opportunity to review the District's computations prior to implementation.

Section 12.2.
In determining whether an employee subject to this Agreement is eligible for participation in the
Washington State School Employees' Retirement System, the District shall report all hours worked,
whether straight time, overtime, or otherwise, provided, the District shall suffer no liability for
administrative error in failing to report.

Section 12.3.
This Article (XII) shall be reopened and renegotiated annually for the life of this Agreement to
conform to state law changes only.
Section 12.4.
In the event an employee performs temporary duties within the District but outside the bargaining unit (e.g. emergency substitute teacher), all fringe benefits contained in this Agreement shall continue uninterrupted.

ARTICLE XIII

UNION MEMBERSHIP AND CHECKOFF

Section 13.1.
Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Union in good standing shall, as a condition of employment, maintain membership in the Union in good standing during the period of this Agreement.

Section 13.2.
All employees subject to this Agreement who are not members of the Union on the effective date of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Union within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Union in good standing during the period of this Agreement.

Section 13.3.
The parties recognize that an employee should have the option of declining to participate as a member in the Union, yet contribute financially to the activities of the Union in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Union may pay to the Union each month a service charge as a contribution towards the administration of this Agreement in an amount not to exceed regular monthly dues. This service charge shall be collected by the Union in the same manner as monthly dues.

Section 13.4.
Any employee who refuses to become a member of the Union in good standing or pay the service charge in accordance with the previous sections, shall, at the option of the Union, be immediately discharged from employment by the District.

Section 13.5.
The District will notify the Union of all new hires within ten (10) working days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

Section 13.6.
Nothing contained in this Agreement shall require Union membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee...
and the Union cannot agree on such matter, it shall be resolved by the Public Employment Relations
Commission pursuant to RCW 41.56.

Section 13.7. Checkoff.
The District shall deduct PSE dues, service charges or voluntary political contributions as provided in
Section 13.8 from the pay of any employee who authorizes such deductions in writing pursuant to
RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public
School Employees of Washington/SEIU Local 1948 on a monthly basis.

Section 13.7.1.
The District agrees to deduct Local (Cape Flattery) Chapter dues separately from the pay of any
authorizing employee upon written notification from the Chapter President that the Chapter has
elected to collect such dues.

Section 13.8.
The District shall, upon receipt of a written authorization form that conforms to legal requirement,
deduct from the pay of such bargaining unit employee the amount of contribution the employee
voluntarily chooses for deduction for political purposes to the Committee on Political Empowerment
(COPE) and shall transmit the same to the Union on a check separate from the Union dues transmittal
check.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 14.1.
Grievances or complaints arising between the District and its employees within the bargaining unit
defined in Article I herein, with respect to matters dealing with the interpretation or application of the
Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

Section 14.2. Grievance Steps.

Section 14.2.1. Step I.
Employees shall first discuss the grievance with their immediate supervisor. If employees so
wish, they may be accompanied by a Union representative at any discussions. All grievances
not brought to the immediate supervisor in accordance with the preceding sentence within
twenty (20) working days of the occurrence of the grievance shall be invalid and subject to no
further processing.

Section 14.2.2. Step II.
If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
subsection, the employee shall reduce to writing within ten (10) working days of the discussion
referred to in the preceding subsection a statement of the grievance containing the following:

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

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. The parties will have five (5) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 14.2.3. Step III.
If no settlement has been reached within the five (5) working days referred to in the preceding subsection, and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) working days to the District Superintendent or the Superintendent's designee. After such submission, the parties will have fifteen (15) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 14.2.4. Step IV.
If no settlement has been reached within the fifteen (15) days referred to in the preceding subsection, and the Union believes the grievance to be valid, the employee may demand arbitration of the grievance. Any grievance arising out of or relating to the interpretation or application of this Agreement shall then be submitted to arbitration under the voluntary labor arbitration rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them, provided, that the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his/her decision to the specific area of the contract as cited in the grievance form.

Section 14.3.
The employer shall not discriminate against any individual employee or the Union for taking action under this Article.

Section 14.4.
This Agreement shall be construed such that no contractual rights are intended that would impact any of the following:

1. Any evaluation judgment or determination of the expected standard of performance for a particular job position.
2. The termination of services of any probationary employee (See Section 10.2.).
3. Any cause of action for which there is another remedial procedure established by law.

Section 14.5.
If meetings are scheduled during working hours between District officials and employees in pursuance of grievances or employee discipline, neither employees nor their employee representatives shall suffer loss in pay therefore.
ARTICLE XV

SALARIES AND EMPLOYEE COMPENSATION

Section 15.1.
Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.

Section 15.2.
Salaries for employees subject to this Agreement, during the term of this Agreement, will be contained in Schedule A attached hereto and by this reference incorporated herein.

Section 15.2.1.
For the 2013-2014, 2014-2015 and 2015-2016 Schedule A shall be increased by the State-funded COLA percentage amount, if any, for classified employees or the increase in the base certified teacher salary for Cape Flattery School District, whichever is higher, subject to a cap of the increase provided in the classified BEA allocation.

Section 15.2.2.
Any salary increases provided for herein shall take place on September 1 of the school year in which they become effective, except for state funded increases which will be passed through as legislated.

Section 15.2.3. Longevity Premium.
   a. Beginning with the fifth (5th) year, employees shall receive a twenty-five ($0.25) cent per hour longevity premium added to their base rate of pay.
   b. Beginning with the tenth (10th) year, employees shall receive a fifty ($0.50) cent per hour longevity premium added to their base rate of pay.
   c. Beginning with the fifteen (15th) year, employees shall receive a seventy-five ($0.75) cent per hour longevity premium added to their base rate of pay.
   d. Beginning with the twentieth (20th) year, employees shall receive a one dollar ($1.00) per hour longevity premium added to their base rate of pay.
   e. Beginning with the twenty-fifth (25th) year, employees shall receive a one dollar, twenty-five ($1.25) per hour longevity premium added to their base rate of pay.
   f. Beginning with the thirtieth (30th) year, employees shall receive a one dollar, fifty ($1.50) cent per hour longevity premium added to their base rate of pay.

"Years worked in the District" shall consist of all years worked including years worked prior to a break in service i.e. an employee separated employment with the District and is rehired.

Recognizing that under the 2010-2013 Agreement, that the fifth (5th) year step did not exist and that forty cents ($0.40) per hour longevity premium was given upon the eighth (8th) year, the District agrees to pay a forty-cents ($0.40) per hour longevity premium added to the base rate of pay for the fifth (5th) year for all current employees in regular positions, so as to not adversely affect any employees year that may fall between the fifth (5th) and tenth (10th) years of longevity. All employees hired after 7/1/2013 shall fall under the longevity steps starting.
with twenty-five ($0.25) per hour longevity premium add to their base rate of pay upon the fifth (5th) year of service.

Section 15.3.
For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.

Section 15.4.
Any employee required to travel from one site to another in a private vehicle on School District business and at the direction of the employee’s supervisor shall be reimbursed at the rate established by the District for compensation to all District employees.

Section 15.5.
Employees required to remain overnight or other extended periods of time during the day shall be reimbursed for reasonable expenses incurred under District adopted guidelines and instructions applied to such activities for all its employees.

Section 15.6.
Each School Year, as early in the School Year as practical, the District shall provide each employee a breakdown of their hourly rate, number of regularly compensated hours, annual salary, a formula for the employee to be able to compute their FTE for medical benefits and breakdown of premium costs (District/employee payments by plan). Any changes to such above data occurring after the compensation breakdown shall be in writing to the effected employee(s). Overtime/extra trip compensation shall be documented as appropriate (concurrent with payment).

Section 15.6.1.
All less than full-time employees shall be notified of their work year beginning and ending date not later than the first day of August. The District will notify Secretaries of the date of their first workday each School Year.

Section 15.7.
The District shall pay the cost of security checks, background investigations, production of records and fingerprinting required as a condition of continued employment with the District (except for job applicants and employees hired after the execution date of this Agreement).

Section 15.8.
The District agrees to negotiate the impacts on hours, wages and working conditions of legislation related to controlled substance/alcohol testing which becomes applicable to the District to the extent required by RCW 41.56.

Section 15.9. Title I Requirements.
If an employee has or obtains an associate degree or a bachelor degree during their employment with the District, the employee shall be eligible for an annual educational stipend provided the employee meets the following requirements:
a. An employee must work a minimum of four (4) hours per day in a regular scheduled shift to be eligible for this program. An employee must be a current employee of the District at the time the incentive payment is issued to the employee;

b. An employee must have current paperwork on file, in a form satisfactory to the District, to support their request for an educational stipend;

c. The educational incentive will be paid as a stipend at the end of the work year. It is the employee’s responsibility to submit the required paperwork to receive the stipend;

Employees meeting the above requirements shall receive on an annual basis a stipend of five hundred seventy dollars ($570) for an associate degree and an additional five hundred seventy dollars ($570), total of one thousand one hundred forty dollars ($1,140), for a bachelor degree. The annual stipend will be paid as part of the employee’s July pay period, provided that the paperwork required by subsection is submitted to the District by June 1.

It is understood and agreed that the use of the term “stipend” in this section shall be construed as additional compensation to the employee of the same nature as their regular wages.

Section 15.10. Payroll Grandfather Provision.
All regularly employed employees, who are scheduled to work less than 260 days per fiscal year, hired prior to December 1, 2005, shall have the right to select if they will be paid on a 10-month annualized payroll (September through June) or a 12-month annualized payroll (September through August) for the 2006-07 fiscal year. Employees shall notify the District no later than Friday, September 15, 2006 of their requested payroll method as provided in the immediately preceding sentence. Should an employee not notify the District of a requested change, the payroll method in effect for the 2005-06 fiscal year shall continue without change in the 2006-07 fiscal year. Any employee that received a 10-month payroll during the 2005-06 fiscal year, including those employees that the District changed to a 10-month payroll in October, 2005 payroll, that has not requested a change to a 12-month payroll shall, for purposes of this Agreement, have selected a 10-month payroll for the 2006-07 fiscal year and shall be grandfathered as hereinafter provided.

All employees selecting a 10-month annualized payroll (September through June) shall be grandfathered to receive such 10-month payroll for the remainder of their employment with the District. If a grandfathered employee voluntarily changes to a 12-month annualized payroll, after the 2006-07 fiscal year, said employee shall lose their grandfathered status and be required to maintain a 12-month annualized payroll thereafter.

All employees hired after December 1, 2005 shall be paid on a 12-month annualized payroll and shall not be entitled to the grandfather provision provided in this section.

Section 15.11.
Any State funding received by the District for classified employee reimbursement and funding in support of pathway(s) to instruction certification will be made available to bargaining unit members.

Section 15.12.
For employees hired after September 1, 2013, monthly pay warrants shall be directly deposited into a bank account identified by each employee. Employees hired prior to September 1, 2013 shall have the option of receiving a paper version of the monthly pay warrant or directly depositing such pay warrant into a bank account.

2013-2016 Collective Bargaining Agreement
PSE of Cape Flattery/Cape Flattery School District #401

Page 24 of 28
September 1, 2013
Section 15.13.
The District shall reimburse the cost of a food service handler’s permit and a commercial driver’s license endorsement (not including the cost to maintain a basic driver’s license) that are required to perform District assigned duties.

ARTICLE XVI

DRUG AND ALCOHOL TESTING

Section 16.1.
The District agrees to promulgate a Drug and Alcohol testing policy and procedure for employees who are required to maintain a valid Commercial Driver’s License as required by and in accordance with Federal Law.

Section 16.2.
The District agrees to provide all employee training required by law (for Drug and Alcohol testing) at no cost to employees, and shall further compensate employees at their regular rate of pay (or overtime rate, if applicable) for all hours spent in required training.

Section 16.3.
The District agrees to keep all testing results confidential, pursuant to state and federal law.

Section 16.4.
The District shall pay for the cost of all drug and alcohol testing for bargaining unit employees which is required by law or as a condition of employment or continued employment.

Section 16.5.
The District shall compensate employees at their regular rate of pay (or overtime rate, if applicable) for all hours spent in required testing procedures, including travel time (and mileage if the employee is required to drive a personal vehicle to a testing site).

Section 16.6.
Employees shall suffer no loss of pay for scheduled hours (runs or trips) which are missed due to required participation in drug and/or alcohol testing procedures.

Section 16.7.
Any discipline related to positive drug or alcohol tests shall be subject to the terms of Article XI (Discipline and Discharge of Employees); to the terms of Article XIV (Grievance Procedure); and any other applicable terms of the Collective Bargaining Agreement.
ARTICLE XVII
TERM AND SEPARABILITY OF PROVISIONS

Section 17.1.
The term of this Agreement shall be from September 1, 2013 to August 31, 2016.

Section 17.2.
This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided that this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment. At the option of the Union, Section 15.2.3. Longevity Premium shall be reopened for negotiations for the 2014-2015 school/fiscal year.

Section 17.3.
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 17.4.
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 17.5.
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 17.2.
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PSE OF CAPE FLATTEY

BY: ____________________________
   Karen Olson, Chapter President

DATE: ___________________________
       Oct. 23, 2013

CAPE FLATTEY SCHOOL DISTRICT #401

BY: ____________________________
   Kandy Ritter, Superintendent

DATE: ___________________________
       10-23-13
SCHEDULE A
CAPE FLATTERY SCHOOL DISTRICT

September 1, 2013 – August 31, 2014

TRANSPORTATION
- Regular Bus Driver $18.75
- Pony Express Driver $17.75
- Extracurricular Driver $17.75
- Field Trip Driver $17.75
- Standby/Layover (See Section 7.7.2) $9.19*
- Mechanic $22.25

PARAEDUCATORS
- Paraeducator $14.27

FOOD SERVICE
- Head Cook/Cook I $14.79
- Second Cook/Cook II $13.70
- Third Cook/Cook III $12.67
- Nutrition Coordinator/Trainer (1 hour per day minimum) $15.48

SECRETARIAL - CLERICAL
- Secretary $16.38
- Accounting Clerk $19.18

CUSTODIAL / MAINTENANCE
- Maintenance/12-month $19.23
- Head Custodian/12-month $17.63
- Custodian/10 or 12-month $15.69
- General Utility/Hourly Labor $13.71

NURSE
$24.18

SCHOOL SAFETY OFFICER (SRO)
$20.24

GEAR UP PROGRAM COORDINATOR
$20.28

TECHNOLOGY
- IT/Network Support Specialist $24.89

The rate of pay for the Standby/Layover position shall be equal to Washington State’s minimum wage rate, as defined by Chapter 49.46 RCW.

2013-2016 Collective Bargaining Agreement
PSE of Cape Flattery/Cape Flattery School District #401
LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 CAPE FLATERY CHAPTER AND THE CAPE FLATERY SCHOOL DISTRICT #401. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XV, SECTION 17.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Whereas the District and the Union both desire to review and determine if wage rates for certain Paraeducator assignments should be differentiated from other Paraeducator assignments.

Now therefore the parties agree as follows:

1. Coast program hours that are added to a regular employee shall be benefited time i.e. such hours will be included in the insurance FTE and paid leave benefits.

2. In the event the incumbent employee currently filling the District’s position of Network/Technology Technician (as of the date of this Agreement) vacates the position or if the District hires an additional employee(s) to serve as a Network/Technology Technician, such position(s) shall be included in the bargaining unit.

3. During the 2013-14 school year, the District and the Union shall meet to review current Paraeducator assignments and discuss whether any set of assignments should have an increased rate of pay. In particular, the parties will review Paraeducator assignments related to students with “high-needs” and the DLD and RS programs. If the District and the Union are in agreement as to specific differentiated rates of pay between certain Paraeducator assignments, the parties agree to implement such wage increases at the beginning of 2013-15 school year.

This Letter of Agreement shall become effective September 1, 2013, shall remain in effect until August 31, 2016, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU Local 1948

PSE OF CAPE FLATURY

BY: Karen Olson, Chapter President

DATE: Oct. 23, 2013

CAPE FLATERY SCHOOL DISTRICT #401

BY: Kandy Ritter, Superintendent

DATE: 10-23-13

Letter of Agreement – Wage Rates for Paraeducutors
Cape Flattery/Cape Flattery School District #401
September 1, 2013