

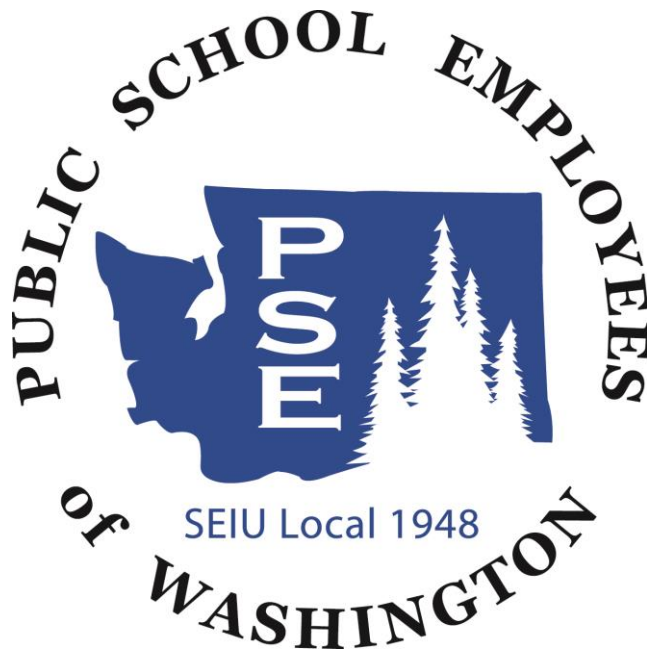
COLLECTIVE BARGAINING AGREEMENT BETWEEN

LOPEZ ISLAND SCHOOL DISTRICT #144

AND

PUBLIC SCHOOL EMPLOYEES OF LOPEZ ISLAND #805

SEPTEMBER 1, 2018 - AUGUST 31, 2020



Public School Employees of Washington/SEIU Local 1948

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PREAMBLE

This Agreement is made and entered into between Lopez Island School District (hereinafter “District”) and Public School Employees of Lopez Island, an affiliate of Public School Employees of Washington (hereinafter “Association”).

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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

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.

Descriptions for all positions subject to this Agreement shall be held by the Human Resources Department and made available to all staff. Modifications of existing positions, or the creation of new positions, shall require consultation pursuant to RCW 41.56.030 (2). All new job descriptions shall be finalized prior to initial hiring.

Section 1.3.1.

Employees, who believe that the workload and responsibilities of their position has changed significantly, shall activate access to a District provided outside human resources professional. The outside professional shall be mutually approved by the parties. Request for such evaluation shall be made in writing to the Superintendent and the Chapter President. The final recommendations of the consultant shall be binding on the parties.

Section 1.4.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Office Coordinator, Custodial-Maintenance, Transportation, Paraeducators, Technology, Health Room Assistant and Food Service, EXCEPT: the Administrative Assistant, Payroll, Finance Director, Accounts Payable and Human Resources.

Section 1.4.1.

Substitute employees who work longer than thirty (30) consecutive days in a general job classification shall be subject to all terms and conditions of this Collective Bargaining

1 Agreement with the exception of Article IX. Such exemption to the terms and conditions of the
2 bargaining agreement shall be subject to the terms of Article IX, Section 9.1.4, Sick Leave.

3
4 **Section 1.4.2.**

5 Substitute employees replacing regular employees, granted a Board approved leave which lasts
6 longer than thirty (30) days, working longer than thirty (30) consecutive days in a general job
7 classification, are considered regular employees and shall be subject to all terms and conditions
8 of this Collective Bargaining Agreement. Upon completion of the leave replacement
9 assignment, the employee shall return to the status of a substitute.

10
11 **Section 1.4.3.**

12 Substitutes who have been employed thirty-one (31) days or more during any twenty-four (24)
13 month period ending during the current or immediately preceding school year and continue to
14 be available for work shall be included within the bargaining unit, but subject only to Sections
15 10.1.1, 10.7, 10.8 and Article XV of the Collective Bargaining Agreement. All substitutes
16 covered by this section shall receive fifty cents (\$0.50) per hour over the appropriate base rate
17 of pay (Step 1) specified on Schedule A. Once a substitute has qualified under this provision,
18 the substitute does not have to re-qualify in succeeding years.

19
20 **Section 1.4.4.**

21 For substitutes, one (1) day credit toward the requirement of Section 1.4.3 shall be accrued if
22 the substitute employee works a minimum of at least one-half (1/2) a regular employee's normal
23 work day. If said substitute works less than one-half (1/2) a regular employee's normal work day,
24 the substitute shall accrue one-half (1/2) day credit towards the requirements of Section 1.4.3.

25
26
27
28 **ARTICLE II**

29
30 **RIGHTS OF THE EMPLOYER**

31
32 **Section 2.1.**

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

42
43 **Section 2.2.**

44 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
45 District. In making rules and regulations relating to personnel policies, procedures and practices, and
46 matters of working conditions, the District shall give due regard and consideration to the rights of the
47 Association 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 Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association 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 Association representatives and/or appropriate administrators of the District.

Section 3.3.

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

Section 3.4.

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

Section 3.5.

Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age, sexual orientation or marital status or because of a physical handicap 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 physically handicapped person or others.

Section 3.6.

The District will evaluate at least once each year the performance of all employees. Employees shall be allowed to attach written comments to the evaluations; such comments will become a part of the evaluation. In circumstances where the evaluation of an employee is found to be unsatisfactory, the employer shall provide to the employee specific recommendations on how the employee might improve his/her job performance. The evaluation forms shall be attached to this Agreement as an appendix.

Section 3.7.

Employees, upon request, shall be allowed to inspect their personnel files. Copies, at a cost, shall be permitted. Each employee shall be provided a copy of all material placed in his or her personnel file within five (5) working days of its insertion. Such materials shall be signed and dated by the employee acknowledging the employee has read such material. An employee may attach comments to any material that is part of the personnel file. Upon request from the employee, disciplinary material will be removed from an employee's file two (2) years after inclusion, provided that no disciplinary material of a like nature has been added during the past year.

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ARTICLE I V

RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association 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; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 4.2.

The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

Section 4.3.

The District will provide the Association with notification of new employees pursuant to Section 14.3.

Section 4.4.

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington State Organization.

Section 4.5.

The District shall send the following information about each member of the bargaining unit to Public School Employees of Washington by December 1: name, address, position held, FTE, and wage rate.

Section 4.6.

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

Section 4.7. Bulletin Boards.

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

Section 4.7.1.

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

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ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS

Section 5.1.

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are policies, programs, and procedures relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement.

Section 5.2.

It is further agreed and understood that the District will consult with the Association, and meet with the Association upon its request, in the formulation of any changes being considered in existing benefits, policies, practices and procedures.

Section 5.3.

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

Section 5.4.

The Association will, from time to time, as appropriate, be advised of current and predicted workload information.

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.

The Association will designate a Conference Committee of up to three (3) members who will meet with the Superintendent and/or his/her representative(s) on a mutually agreeable, regular basis to discuss interests related to this Collective Bargaining Agreement.

Section 6.2.

The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees on District time and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.2.1.

Association representatives, when leaving their work, shall first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be granted. The employees will report their return to work to their supervisors.

1 **Section 6.2.2.**

2 Meeting with the District shall be, so far as possible, at times other than regular working hours.
3 Time will also be allowed for representatives to discuss with the employees grievances and
4 appropriate matters directly related to work situations in their area or craft. Association
5 representatives will guard against the use of excess time in the handling of such matters.
6

7 **Section 6.2.3.**

8 Whenever Association Representatives are mutually scheduled with the Board's or
9 Administrator's Representatives to participate in negotiations or grievance hearings during
10 work hours, said representative shall suffer no loss in pay. The parties agree that negotiations
11 and grievance hearings, whenever possible, will be scheduled during non-school hours.

12 Whenever Association Representatives meet with District Representatives for consultation at
13 the District's request, or conduct official Association business with the District, said
14 representative shall suffer no loss of pay. In instances where Association members attend a
15 general PSE membership or other special meeting called by the Association, members who
16 attend such a meeting during their work shift, shall give back to the District, in the week of the
17 meeting, work time equal to the meeting time.
18
19
20

21 **ARTICLE VII**

22 **HOURS OF WORK AND OVERTIME**

23
24
25 **Section 7.1.**

26 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
27 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an
28 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive
29 days of rest.
30

31 **Section 7.2.**

32 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be
33 changed without prior notice to the employee of two (2) calendar weeks, or a mutually agreed upon
34 amount of prior notice.
35

36 **Section 7.3.**

37 Each employee shall be assigned to a definite shift with designated times of beginning and ending. The
38 first shift is defined as any work shift beginning between 5:00 A.M. and 11:59 A.M. The second shift
39 is defined as any work shift beginning between 12:00 Noon and 9:59 P.M. The third shift is defined as
40 any work shift beginning between 10:00 P.M. and 4:59 A.M.
41

42 **Section 7.3.1.**

43 The first shift shall consist of eight and one-half (8½) hours, for eight (8) hours compensation,
44 including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is
45 practicable, and also including a ten (10) minute first half and a ten (10) minute second half rest
46 period, both of which rest periods shall occur as near the middle of each half shift as is
47 practicable.
48
49

1 **Section 7.3.2.**

2 The second and third shifts shall consist of eight (8) hours, for eight (8) hours compensation,
3 including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is
4 practicable, and also including a ten (10) minute first half and a ten (10) minute second half rest
5 period, both of which rest periods shall occur as near the middle of each half shift as is
6 practicable.

7
8 **Section 7.4.**

9 In the event an employee is assigned to a shift less than the normal work shift previously defined in
10 this Article, the employee shall be given a ten (10) minute rest period for each two (2) hours of work,
11 provided the assigned shift is in excess of three (3) hours.

12
13 **Section 7.5.**

14 Employees required to work through their regular lunch periods will be given time to eat at a time
15 agreed upon by the employee and supervisor. In the event the District requires an employee to forego a
16 lunch period and the employee works the entire shift, including the lunch period, the employee shall be
17 compensated for the foregone lunch period at overtime rates.

18
19 **Section 7.6.**

20 Employees requested to work a shift regularly filled by a higher classification employee shall receive
21 compensation at their seniority step level and at the rate of pay of the position for which they are
22 subbing. If asked to substitute, during their regular work shift, for a classification that is lower, the
23 employee shall receive their normal rate of pay.

24
25 **Section 7.7.**

26 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
27 District will make the same effort to notify each employee as it does to notify students. Employees
28 shall receive their daily wage in the event such closure is not rescheduled as a future makeup day. If
29 the day will be rescheduled and employees report to work, those employees shall receive a minimum
30 of two (2) hours pay at base rate in the event of such a closure; provided, however, no employee shall
31 be entitled to any such compensation in the event of actual notification by the District of the closure
32 prior to leaving home for work.

33
34 **Section 7.8.**

35 Recognizing that personnel in the transportation classification present special shift challenges, the
36 parties agree that shifts shall be established in that classification in relation to routes and driving times
37 requisite to fulfilling tasks assigned by the Supervisor of Transportation; provided that all bus drivers
38 shall receive pay for one-half (½) hour per day for the purpose of bus cleanup and bus warm-up in
39 addition to actual hours of driving time. If there are thirty (30) minutes or less between assignments,
40 the base hourly rate shall continue uninterrupted. Drivers will receive a minimum of one (1) hour pay
41 for each Drivers' staff meeting. Drivers shall receive a minimum of one and one-half (1½) hours of
42 pay for each duty call. A duty call is defined as any work other than the normal work shift and work
43 day, noncontiguous with the normal work shift or work day. All regular drivers shall be scheduled for
44 not less than 17.5 hours during a work week, subject to proration for short weeks.

1 **Section 7.8.1. Extra Trip Assignments.**

2 The District shall equally apportion extra trips to members of the transportation unit. Extra trips
3 on Lopez Island shall be compensated at the regular hourly rate subject to Sections 7.9 through
4 7.9.3. As off island extra trips present special overtime problems because they depend upon
5 scheduled ferry service, the following rules apply to off island extra trips:
6

- 7 A. Exempt from the provisions of Sections 7.9 through 7.9.3.
8
9 B. Bus Drivers shall be compensated for all off island extra trip duty time at eighty-five
10 percent (85%) of the current Bus Driver Schedule A hourly wage rate (duty time is
11 defined as all time the bus is the responsibility of the driver).
12

13 **Section 7.8.2. Random Drug Testing.**

14 Random drug testing for bus drivers will be guided by the following concepts:
15

- 16 A. Employees who voluntarily come forward to inform the District of a drug and/or
17 alcohol dependency and of their immediate intent to enter a licensed treatment program
18 will be granted leave without pay.
19
20 B. Employees will not be required to undergo testing on a non-working day.
21
22 C. All costs involved in any District testing and evaluation procedures shall be borne by
23 the District.
24
25 D. Employees required to undergo testing will be given the opportunity by the District to
26 review testing policies and procedures prior to the time of testing.
27
28 E. Testing results, including the fact that an employee is tested, shall remain confidential.
29 Any written materials or information associated with such testing shall be retained in a
30 secure confidential file to which only the Superintendent and/or designee shall have
31 access.
32
33 F. Employees shall be placed on paid leave of absence during any period they are off work
34 due to testing or evaluation requirements or results and prior to a final determination of
35 employment status.
36
37 G. Discipline imposed as a result of confirmed positive testing shall be appropriate to the
38 severity of the confirmed offense. Procedures for reinstatement to driving duties shall
39 be applied uniformly and consistently.
40

41 **Section 7.9. Overtime.**

42 Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter
43 provided. In the assignment of overtime, the District agrees to provide the employee with as much
44 advance notice as practicable in the circumstances. Normally, employees designated to work overtime
45 on days outside their regular workweek will be advised of the possibility no later than twenty-four (24)
46 hours prior to the end of the last shift before the overtime commences. Overtime shall only be worked
47 with advance approval of the immediate supervisor.
48
49

1 **Section 7.9.1.**

2 All hours worked in excess of a forty (40) hour week shall be compensated at the rate of one
3 and one-half (1½) times the employee’s base pay, except as provided in Sections 7.9.2 and
4 7.9.3.

5
6 **Section 7.9.2.**

7 All hours worked on the sixth (6th) consecutive day, after having accumulated forty (40) hours,
8 shall be compensated at the rate of one and one-half (1½) times the employee's base pay. All
9 hours worked on the sixth (6th) consecutive day in excess of the employee’s normal eight (8)
10 hour shift shall be compensated at a rate twice the employee’s base pay.

11
12 **Section 7.9.3.**

13 Employees called back to the school site on a regular workday, or called on the sixth (6th) or
14 seventh (7th) consecutive workday, shall receive no less than two (2) hours pay at the
15 appropriate rate.

16
17 **Section 7.9.4. Compensatory Time Off.**

18 Employees may request compensatory time off in lieu of the overtime compensation provided
19 above. Compensatory time, if granted, may be accrued but must be used prior to the end of the
20 succeeding pay period in which it was earned. (e.g., if earned in May, it must be used prior to
21 the end of June.) The District will not solicit employees to accept compensatory time in lieu of
22 other compensation. Compensatory time is granted at the rate of one and one-half (1½) hours
23 for each overtime hour worked.

24
25 **Section 7.10. Start-Up Day and In-Service Day Hours.**

26 It is mutually agreed that all bargaining unit members will participate in Start-Up Day activities, prior
27 to the beginning of the instructional year. All employees shall work the same number of hours on Start-
28 Up Day and on In-Service Days as their regular shift. Additional hours must be pre-approved by the
29 assigned administrator.

30
31
32
33 **ARTICLE VIII**

34 **HOLIDAYS AND VACATIONS**

35
36
37 **Section 8.1. Holidays.**

38 All employees shall receive the following paid holidays that fall within their work year:

- 39
40 1. New Year’s Day 7. Veterans’ Day
41 2. Martin Luther King Jr. Day 8. Thanksgiving Day
42 3. Presidents’ Day 9. Day after Thanksgiving Day
43 4. Memorial Day 10. Christmas Day
44 5. Independence Day 11. Day before or after Christmas Day
45 6. Labor Day

46
47 Native American Heritage Day through 2017
48

1 **Section 8.1.1. Unworked Holidays.**

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

9
10 **Section 8.1.2. Worked Holidays.**

11 Employees who are required to work on the above-described holidays shall receive the pay due
12 them for the holiday, plus twice their base rate for all hours worked on such holidays.

13
14 **Section 8.1.3. Holidays During Vacation.**

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

17
18 **Section 8.2. Vacations.**

19 All employees subject to this Agreement shall be credited with weeks of paid vacation during the
20 school year. Weeks of vacation granted individual employees shall be proportional to their assigned
21 workweek.

22
23 Less than full-time employees may be allowed to take up to five (5) days vacation during the time
24 school is in session. The date of the vacation shall be mutually agreed to by the supervisor and the
25 employee in advance. Such request will be granted unless it will cause a major disruption to the normal
26 activities of the District. Such judgment of the school administration shall not be unreasonably
27 exercised. All requests for vacation should typically be made to the immediate supervisor at least one
28 (1) month and no less than ten (10) working days in advance.

29
30 If an employee believes his/her vacation request has been unreasonably denied, he/she may file a
31 grievance to that effect at Step Three. Any such grievance will be responded to at Step Three within
32 ten (10) days of its being filed.

33
34 **Section 8.2.1.**

35 Weeks of vacation credit shall be computed in accordance with the following rules.

36
37 **Section 8.2.1.1.**

38 All employees with less than five (5) years service shall earn up to two (2) weeks of
39 vacation which shall be credited in proportion to the extent which the work year has
40 been completed.

41
42 **Section 8.2.1.2.**

43 All employees with more than five (5) but less than ten (10) years service shall earn up
44 to three (3) weeks of vacation which shall be credited in proportion to the extent which
45 the work year has been completed.

1 **Section 8.2.1.3.**

2 All employees with more than ten (10) years service shall earn up to four (4) weeks of
3 vacation which shall be credited in proportion to the extent which the work year has
4 been completed.

5
6 **Section 8.2.1.4.**

7 Employees hired subsequent to the commencement of the school year shall receive
8 proportional credit for the school year completed.

9
10 **Section 8.2.2.**

11 Time on layoff and time on authorized leave of absence will be counted as continuous service
12 for the purpose of retaining eligibility dates.

13
14 **Section 8.2.3.**

15 Except as provided in the following section, any vacation credit currently due but unused by the
16 new accrual date each year may be carried over to a maximum of thirty (30) total days. In cases
17 where district needs make it impossible to utilize accrued vacation leave, employees so affected
18 shall receive compensation for any accrued days beyond the thirty (30) day maximum.

19
20 **Section 8.2.4.**

21 Employees who work less than twelve (12) months per year shall receive payment for unused
22 accrued vacation with their June pay check. Any employee who is discharged or who
23 terminates employment shall receive payment for unused accrued vacation credit with their
24 final check.

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28 **ARTICLE IX**

29
30 **LEAVES**

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32 **Section 9.1. Sick Leave.**

33
34 **Section 9.1.1.**

35 Each employee shall receive twelve (12) days of sick leave annually. New employees hired
36 during the year shall receive prorated sick leave benefits. Sick leave shall be vested when
37 earned and may be accumulated up to the legal maximum. The District shall project the number
38 of annual days of sick leave at the beginning of the school year according to the estimated
39 calendar months the employee is to work during that year. The employee shall be entitled to the
40 projected number of days of sick leave at the beginning of the school year. Sick leave benefits
41 shall be paid on the basis of base hourly rate applicable to the employee's normal daily work
42 shift; provided, however, that should an employee's normal daily work shift increase or
43 decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in
44 accordance with the employee's normal daily work shift at the time the sick leave is taken, and
45 the accumulated benefits will be expended on an hourly rather than a daily basis. An employee
46 returning from any illness or injury whether or not compensated leave benefits have been paid
47 may be required to submit a physician's affidavit to establish medical fitness and or restrictions
48 for the duties of the position before returning to work. The District may, in the event of a

1 pattern of regular or excessive absences, require a physician's affidavit of disability causing the
2 absence.

3
4 **Section 9.1.2.**

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

10
11 **Section 9.1.3.**

12 Employees who have accrued sick leave while employed by another public school district in
13 the State of Washington shall be given credit for such accrued sick leave upon employment by
14 the District.

15
16 **Section 9.1.3.1.**

17 An employee may donate annual leave and/or sick leave to another employee in
18 accordance with the requirements of state law.

19
20 **Section 9.1.4. Sick Leave Buy Back Program.**

21 In February of the year following any year in which a minimum of sixty (60) days for illness or
22 injury is accrued, and each February thereafter, any eligible employee may exercise an option
23 to receive remuneration for unused leave for illness or injury accumulated in the previous year
24 at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full
25 days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or
26 injury for which compensation has been received shall be deducted from accrued leave for
27 illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.

28
29 **Section 9.1.5.**

30 At the time of separation from school district employment due to retirement or death, an
31 eligible employee or employee's estate shall receive at a rate equal to one (1) day's current
32 monetary compensation for each four (4) full days accrual leave for illness or injury.

33
34 **Section 9.2. Bereavement Leave.**

35 Each employee shall be entitled to a maximum of five (5) days leave, per occurrence, for absence
36 caused by death or imminent death of an employee's child, spouse, domestic partner, parent, step-
37 parent, grandparent, grandchild, sibling, parent-in-law or a person living in the household as a family
38 member. One additional day per year shall be granted for the death of a close friend. Such bereavement
39 leave shall not be deducted from sick leave. Bereavement leave is non-cumulative. Employees shall,
40 upon request, be granted sick leave for the serious illness of a member of the family as described
41 herein.

42
43 **Section 9.3. Emergency Leave.**

44 Each employee shall be entitled to four (4) days emergency leave paid per year. Emergency leave shall
45 be deducted from sick leave specified in Section 9.1.1 herein. Emergency leave is provided to cover
46 required absences from work to deal with situations which are suddenly precipitated and for which
47 preplanning cannot relieve the necessity of the absence. Such situations must be of major importance.
48

1 **Section 9.3.1. Personal Leave.**

2 An employee shall be granted up to two (2) days of personal leave per year. Each full-time/260
3 day employee shall be eligible for an additional day of personal leave for a total of three (3).
4 Such leave is noncumulative and when used shall not be deducted from Sick Leave.

5
6 The purpose of the foregoing is to make it possible for employees to be absent for the stated
7 purpose and not for pleasure, profit or as an extension of a holiday or vacation.

8
9 **Section 9.4. Child Care Leave.**

10 An employee wishing to take extended leave to care for his or her newborn or adopted child may
11 request a leave of absence for a period not to exceed one year. Employees granted child care leave may
12 be allowed compensation for child care leave in accordance with Section 9.1.1. concurrent with any
13 federal or state offered programs.

14
15 As of January 1, 2019, all employees will be required to contribute to the Paid Family and Medical
16 Leave premium. Effective January 1, 2020, qualifying employees are eligible for up to 18 weeks of
17 paid family leave or paid medical leave according to the state administered program.

18
19 **Section 9.5. Judicial Leave.**

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

26
27 **Section 9.6. Leave of Absence.**

28
29 **Section 9.6.1.**

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

34
35 **Section 9.6.2.**

36 The returning employee will not necessarily be assigned to the identical position occupied
37 before the leave of absence. However, if the position duties and total hours of employment
38 remain unchanged, the employee will be returned to the identical position. In the event the
39 previously held position is eliminated or the total hours of employment is modified, the
40 employee shall be reinstated to a position equivalent in duties and total hours of employment to
41 that held at the time the request for a leave of absence was approved, consistent with seniority
42 herein. Employees returning from maternity leave (Section 9.4 herein) shall be afforded the
43 privileges addressed herein. Employees on a leave of absence shall notify the District of their
44 intent to return/not return no later than sixty (60) calendar days prior to the approved date of
45 return.

46
47 **Section 9.6.3.**

48 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
49 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while

1 the employee is on leave of absence; provided, however, that if such leave is approved for
2 extended illness or injury, seniority shall accrue.

3
4 **Section 9.6.4.**

5 Employees hired to fill positions of employees on leave of absence will be hired for a specific
6 period of time, during which they shall be subject to all provisions of this Agreement. It shall
7 be the responsibility of the employer to inform replacement employees of these provisions.
8

9 **Section 9.7. Family Leave.**

10 The District shall implement a Family Leave program consistent with law and Lopez Island School
11 District Board Policy.
12
13
14

15 **ARTICLE X**

16 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**
17
18

19 **Section 10.1.**

20 The seniority of an employee within the bargaining unit shall be established as of the date on which the
21 employee began continuous daily employment (hereinafter “hire date”) unless such seniority shall be
22 lost as hereinafter provided.
23

24 **Section 10.1.1.**

25 The seniority of a substitute who meets the criteria in Section 1.4.3 shall be established when
26 the substitute fulfills the criteria. These substitutes shall accrue seniority on the basis of one (1)
27 day of seniority for each day of work commencing on the referred thirty-first (31st) day. The
28 seniority of such substitute shall be expressed as the number of days worked.
29

30 **Section 10.1.2.**

31 The District, with employee assistance, will publish a seniority list (to include substitutes) each
32 year.
33

34 **Section 10.1.3.**

35 In the event more than one employee in the general job classifications, set forth in Article I,
36 Section 1.4, is awarded the same seniority date, the question of seniority among those
37 employees will first be resolved by a review of experience of the employees as a substitute. The
38 employee with the greatest experience shall be considered the most senior for purposes of
39 establishing seniority. If the employees have no previous experience with the District, seniority
40 shall be determined within ten (10) days of hire by a coin toss.
41

42 **Section 10.2.**

43 Each new hire shall remain in a probationary status for a period of not more than ninety (90) days
44 following the hire date. During this probationary period the District may discharge such employee at
45 its discretion.
46

47 **Section 10.3.**

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

1 **Section 10.4.**

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

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

7
8 **Section 10.5.**

9 Seniority rights shall not be lost for the following reasons, without limitation:

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

15
16 **Section 10.6.**

17 Seniority rights shall be effective within the general job classification. As used in this Agreement,

18 general job classifications are those set forth in Article I, Section 1.4.

19
20 **Section 10.7.**

21 The employee with the earliest hire date shall have preferential rights regarding shift selection,

22 vacation periods, special services (including overtime), promotions, assignment to new or open jobs or

23 positions, and layoffs when ability and performance are substantially equal with junior employees or

24 outside applicants. The District will emphasize internal promotion and transfer opportunities and will,

25 as a general rule, promote and transfer employees from within the District. If the District determines

26 that seniority rights should not govern because a junior employee or outside applicant possesses ability

27 and performance substantially greater than a senior employee or senior employees, the District shall set

28 forth in writing to the employee or employees and the organization's president its reasons why the

29 senior employee or employees have been bypassed.

30
31 **Section 10.7.1.**

32 The District agrees that if a substitute is needed, regular employees shall be first called as long

33 as the substitute assignment does not conflict with the regular employee's normal daily work

34 shift and the employee is qualified for the assignment. Regular employees interested in

35 substitute assignments must sign up at the beginning of the school year for the classifications in

36 which they feel qualified to substitute.

37
38 **Section 10.8.**

39 Employees who change job classifications within the bargaining unit shall retain their hire dates in the

40 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire

41 date and a new classification. Except, in the instance of layoff; whereby the employee shall retain

42 seniority for three (3) years.

43
44 **Section 10.9.**

45 The District shall publicize within the bargaining unit for five (5) working days the availability of open

46 positions as soon as possible after the District is apprised of the opening. A copy of the job posting

47 shall be forwarded to the President of the Association and to the Association representative of the

48 classification concerned.

1 **Section 10.10.**

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

6
7 **Section 10.11.**

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

10
11 **Section 10.12.**

12 An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does
13 not comply with the requirements of Section 10.11, or if the employee does not respond to the offer of
14 reemployment within fifteen (15) days.

15
16 **Section 10.13.**

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

20
21
22 **ARTICLE XI**

23
24 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

25
26
27 **Section 11.1.**

28 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
29 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
30 If the District has reason to reprimand an employee, it shall be done in a manner which will not
31 embarrass the employee before other employees or the public. The provisions of this section shall not
32 be construed to prevent publication of the official School Board actions.

33
34 **Section 11.2. Notification to Non-Annual Employees.**

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

37
38 **Section 11.2.1.**

39 Should the District decide to discharge or lay off any less than twelve (12) month employee,
40 the employee shall be so notified in writing prior to the expiration of the school year.

41
42 **Section 11.2.2.**

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

45
46 **Section 11.3.**

47 Except in extraordinary cases, and as otherwise provided in this Article, the District will give
48 employees two (2) weeks' notice of intention to discharge or layoff.

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ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.

Regular employees enrolled in any mutually approved insurance plan or plans, shall receive a prorated District benefit contribution, based on the employee's FTE status of the sum equal to the amount funded by the State for insurance purposes, per month for twelve (12) months. For insurance calculation purposes, 1 FTE = 1,440 hours of compensation per year. The District shall pay the maximum amount specified in this Section, including the full HCA carve out amount per person towards the HCA carve-out, for District approved basic insurance programs which may include: medical, dental, vision, group term life and group long-term disability insurance coverage. Optional programs may include VEBA I, Cancer Insurance, Accident Insurance, Salary Insurance, or Supplemental Group Life Insurance. Should any other bargaining unit in the Lopez Island School District negotiate a higher district paid dollar amount for the HCA carve out, the higher amount will be applied to this bargaining unit as well. Such increase shall be effective at the beginning of the next school year.

Section 12.1.1.

All bargaining unit insurance dollars shall be pooled for the purpose of paying the cost of premiums of basic insurance coverage for each bargaining unit member. Only after members of the bargaining unit have received benefit of basic insurance coverage, shall pool dollars be used for optional coverage.

Section 12.1.2.

It is agreed that upon closing of the insurance enrollment period the District shall compare the bargaining unit insurance premium usage to the size of the insurance premium pool. This comparison shall be made again in June to insure full utilization and compliance with all State regulations. All such information shall be provided to the Association.

Section 12.1.2.1.

The FTE count for both pool generation and pool distribution is closed with the submission of the S-277 Report. All employees subject to this Agreement who are hired after October 1 of each year shall be entitled to the amount defined in Section 12.1 per FTE based upon 1,440 hours of work and participate in the insurance premium pool. Further, except for the addition of new dependents, enrollments for dependents closes on September 15 of each year.

Section 12.2.

If the Bargaining Unit Premium Pool exceeds total unit usage, the excess shall be divided by the number of employees whose insurance premium cause employee payroll deduction, with said division to be on an equal basis, until premiums are fully paid, or the excess pool is depleted.

Section 12.3.

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

1 **Section 12.4.**

2 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan
3 mutually agreeable to the District and the Association. On receipt of a written authorization by an
4 employee, the District shall make the requisite withholding adjustments and deductions from the
5 employee's salary.
6
7
8

9 **ARTICLE X I I I**

10 **VOCATIONAL TRAINING**

11
12
13 **Section 13.1. Scholarship Fund.**

14 The District will establish a training fund in the amount of four thousand dollars (\$4,000) per year for
15 the purpose of funding training programs that are designed to improve the job skills and safety of
16 classified employees. Annual training funds not expended at the end of the fiscal year will be carried
17 over to the next school year, and the carry over shall not exceed \$5,000.
18

19 The PSE membership shall recommend allocation of training funds.
20

21 The purpose of the contract negotiated training fund is to provide Classified Employees with a
22 discretionary pool of funds so that an employee may initiate a request to participate in a workshop that
23 they think is job related and will help them be more effective in their work.
24

25 Employees may make application to the District for attendance at such training opportunities to
26 improve job skill levels.
27

28 Attendance at such a workshop must have Administration approval. If the workshop does not have
29 defined credit hours, credit hours must be pre-approved by Administration.
30

31 If attendance is voluntary, the employee may utilize this fund for the payment of tuition, travel
32 expense, materials, meals and other expenses required by such attendance.
33

34 Workshops that the District requires an employee to attend will be paid for separately by the District.
35

36 If the District requires attendance of the employee, regular salary rates will be paid for attendance. This
37 will include on-line training. In no event will overtime be paid.
38

39 Any workshop or training occurring outside of Washington State must be pre-approved by the
40 Superintendent.
41

42
43 **Section 13.2.**

44 Such funds may be utilized for the following purposes.
45

46 **Section 13.2.1.**

47 Expenses and materials to establish courses of study within the confines of the District which
48 would be of mutual benefit to the employee and the District.
49

1 authorizations via voice authorization or by E-signature in accordance with “E-SIGN”. PSE/SEIU1948
2 will provide a list of those members who have agreed to union membership via voice authorization. In
3 addition, upon request, access to the District to the way files associated with the voice authorization.
4 PSE/SEIU1948 will be the custodian of the records related to voice/E-signature authorizations. PSE
5 agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe-
6 keeping of those records. The District shall deduct PSE dues from the pay of any employee who
7 authorizes such deductions pursuant to RCW 41.56.110. The District shall transmit all such funds
8 deducted to the Treasurer of Public School Employees of Washington on a monthly basis.

9
10 **Section 14.5. COPE - Political Action Committee.**

11 The District shall, upon receipt of a written or voice authorization form that conforms to legal
12 requirements, deduct from the pay of such bargaining unit employee the amount of contribution the
13 employee voluntarily chooses for deduction for political purposes and shall transmit the same to the
14 Union on a check separate from the Union dues transmittal check. Section 14.8. of the Collective
15 Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any
16 time. At least annually, the employee shall be notified by the PSE State Office about the right to
17 revoke the request.

18
19 **Section 14.6. Indemnify and Hold Harmless.**

20 The Union will indemnify, defend and hold the district harmless against any claims made, and any suit
21 instituted against the District on account of any checkoff of Union Dues requirement that employees
22 pay membership or voluntary political contributions.

23
24
25
26 **ARTICLE X V**

27
28 **GRIEVANCE PROCEDURE**

29
30 **Section 15.1.**

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

34
35 **Section 15.2. Grievance Steps.**

36
37 **Section 15.2.1.**

38 Employees shall first discuss the grievance with their immediate supervisor. If employees so
39 wish, they may be accompanied by an Association representative at such discussion. All
40 grievances not brought to the immediate supervisor in accordance with the preceding sentence
41 within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no
42 further processing.

1 **Section 15.2.2.**

2 If the grievance is not resolved to the employee’s satisfaction in accordance with the preceding
3 subsection, the employee shall reduce to writing, within ten (10) working days after the
4 discussion, a statement of the grievance containing the following:

- 5
6 A. The facts on which the grievance is based;
7 B. A reference to the provisions in this Agreement which have been allegedly violated; and
8 C. The remedy sought.

9
10 The employee shall submit the written statement of grievance to the immediate supervisor for
11 reconsideration and shall submit a copy to the official in the Administration responsible for
12 personnel. The parties will have five (5) working days from submission of the written statement
13 of grievance to resolve it by indicating on the statement of grievance the disposition. If an
14 agreeable disposition is made, all parties to the grievance shall sign it.

15
16 **Section 15.2.3.**

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

24
25 **Section 15.2.4.**

26 If no settlement has been reached within the ten (10) days referred to in the preceding
27 subsection, and the Association believes the grievance to be valid, a written statement of
28 grievance shall be submitted within fifteen (15) working days to the District Board of
29 Directors. After such submission, the parties will have thirty (30) working days from
30 submission of the written statement of grievance to resolve it by indicating on the statement of
31 grievance the disposition. The Board of Directors reserves the right to summon the employee
32 for an oral statement of the grievance. The employee reserves the right to appear before the
33 Board of Directors to explain the grievance. At any appearance before the Board of Directors,
34 the employee may be accompanied by an Association representative or designee.

35
36 **Section 15.2.5.**

37 If no settlement has been reached within the thirty (30) days referred to in the preceding
38 subsection, and the Association believes the grievance to be valid, the employee may demand
39 arbitration of the grievance. Any dispute, claim, or grievance arising out of or relating to the
40 interpretation or the application of this Agreement shall be submitted to arbitration under the
41 Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further
42 agree to accept the arbitrator's award as final and binding upon them. Costs of such arbitration,
43 excluding attorney's fees, shall be shared equally by the Association and the District.

44
45 **Section 15.3.**

46 The grievance or arbitration discussions shall take place whenever possible on other than school time.
47 The employer shall not discriminate against any individual employee or the Association for taking
48 action under this Article.

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ARTICLE XVI

TRANSFER OF PREVIOUS EXPERIENCE

Section 16.1.

When any employee leaves a school district within the State and commences employment with this District, the employee shall retain the same leave benefits and other benefits that the employee had in the previous position, to the extent such leave benefits and other benefits would otherwise be available to such employee had the employee been employed by this District throughout the employee's tenure. Longevity is an "other benefit" that shall be fully transferred. Seniority shall not be transferred in any manner.

Section 16.1.1.

If this district has a different system for computing leave benefits and other benefits, then the employee shall be granted the same leave benefits and other benefits as an employee in this district who has similar occupational status and total years of service.

ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each pay check. The parties agree to develop a pay summary which will be used when there is a change to the employee's hours, wages, or salary.

Section 17.2.

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

Section 17.2.1.

Should the legislature, during the life of this Agreement, authorize and fund a salary, insurance or increment increase, the District will pass through the additional funds to classified BEA employees and apply the same adjustment to categorical employees. Salary increase funds, if any, will be applied on an equal cents per hour basis to all steps on Schedule A.

Section 17.2.2.

Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement, provided the employee has been actively employed continuously for at least one-half (1/2) of the previous employment year.

Section 17.3.

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

1 **Section 17.4.**

2 Any employee required to travel from one site to another in a private vehicle during working hours
3 shall be reimbursed for such travel on a per-mile basis at the established IRS rate per mile. All other
4 expenses shall be reimbursed consistent with Board policy.
5

6 **Section 17.5.**

7 Employees required to remain overnight on District business shall be reimbursed for room and board
8 expenses consistent with Board policy. All other travel expenses shall also be reimbursed consistent
9 with Board policy.
10

11 **Section 17.6.**

12 Employees shall receive annual compensation in twelve (12) monthly payments. Additional hours
13 worked over the “budgeted” hours shall be added onto each month’s base pay.
14

15 **Section 17.7.**

16 Employees attending District required staff meetings shall be compensated at the regular hourly rate.
17 Employees shall receive payment for required meetings based upon actual time of attendance, but for
18 not less than one (1) hour.
19

20 **Section 17.8.**

21 It is mutually agreed that all bargaining unit members will participate in start-up day activities, prior to
22 the beginning of the instructional year.
23

24 **Section 17.9.**

25 All employees shall receive a one-time lump sum payment of five hundred dollars (\$500.00) at the end
26 of ten (10) years of service, one thousand dollars (\$1,000), at the end of fifteen (15) years of service,
27 and all employees shall receive a one-time lump sum payment of fifteen hundred (\$1,500) dollars at
28 the end of twenty (20) years of service with the District. Twenty-five (25) years of service at one
29 thousand, five hundred dollars (\$1,500) and thirty (30) years of service at one thousand, eight dollars
30 (\$1,800).
31

32 **Section 17.10.**

33 The parties mutually agree to the following salary increases for professional development completed
34 by the individual holding the Technology position: Each certificate completed shall result in seventy
35 cents (\$0.70) per hour salary increase. Increases shall be limited to one increase per year. If all five (5)
36 certifications and a bachelor’s degree are obtained there will be an additional five (5%) percent
37 increase and a job title change to Director of Technology.
38
39
40

41 **ARTICLE XVIII**

42 **TERM AND SEPARABILITY OF PROVISIONS**

43 **Section 18.1.**

44
45 The term of this Agreement shall be September 1, 2018 to August 31, 2020. Both parties agree to a
46 re-opener on salaries in the summer of 2019. The parties mutually agree to establish a medical plan
47 from November 1, 2018 through December 1, 2019 in preparation for the establishment of the SEBB
48 program on January 1, 2020.
49

1 **Section 18.2.**

2 All provisions of this Agreement shall be applicable to the entire term of this Agreement
3 notwithstanding its execution date, except as provided in the following section.
4

5 **Section 18.3.**

6 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
7 parties in writing; provided, however, that this Agreement shall be reopened as necessary to consider
8 the impact of any legislation enacted following execution of this Agreement which may arguably affect
9 the terms and conditions herein or create authority to alter personnel practices in public employment.
10

11 **Section 18.4.**

12 If any provision of this Agreement or the application of any such provision is held invalid, the
13 remainder of this Agreement shall not be affected thereby.
14

15 **Section 18.5.**

16 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
17 State or Federal statutes or regulations promulgated pursuant thereto.
18

19 **Section 18.6.**

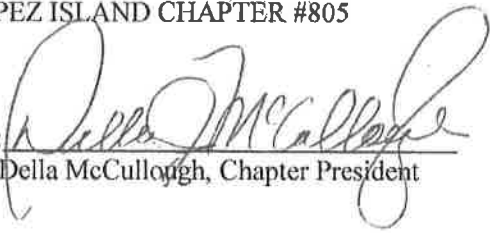
20 In the event either of the two (2) previous sections is determined to apply to any provision of this
21 Agreement, such provision shall be renegotiated pursuant to Section 18.3.
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SIGNATURE PAGE


**PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948**

LOPEZ ISLAND CHAPTER #805

BY: 
Della McCullough, Chapter President

DATE: 10-12-2018

LOPEZ ISLAND SCHOOL DISTRICT #144

BY: 
Brian Auckland, Superintendent

DATE: 10-12-18

SCHEDULE A
Lopez Island School District #144
September 1, 2018 – August 31, 2019

Job Classifications	1	2	3	4	5	6	7	8	9	10	11	12
Program Asst/Parapro	17.60	17.80	18.00	18.20	18.41	18.62	18.82	19.03	19.23	19.42	19.62	19.81
Parapro Special Needs	19.35	19.54	19.73	19.93	20.12	20.30	20.50	20.69	20.89	21.07	21.26	21.45
Program Coordinator	17.51	17.71	17.91	18.11	18.32	18.53	18.73	18.94	19.13	19.32	19.52	19.71
Media Assistant	18.94	19.14	19.34	19.52	19.73	19.93	20.13	20.33	20.53	20.71	20.90	21.09
Teacher Assistants	17.32	17.53	17.75	17.93	18.14	18.34	18.55	18.75	18.97	19.16	19.35	19.54
Office Coordinator	18.83	19.03	19.24	19.43	19.65	19.85	20.06	20.26	20.46	20.66	20.85	21.03
Food Service Manager	21.39	21.60	21.81	22.01	22.19	22.41	22.62	22.82	23.04	23.23	23.41	23.60
Head Cook	20.19	20.39	20.60	20.78	20.97	21.18	21.38	21.58	21.79	21.97	22.16	22.35
Assistant Cook	17.13	17.34	17.54	17.73	17.93	18.14	18.34	18.54	18.75	18.94	19.14	19.32
Head Bus Driver	21.12	21.32	21.53	21.72	21.92	22.13	22.31	22.52	22.72	22.92	23.11	23.29
Bus Driver	20.32	20.52	20.73	20.92	21.12	21.32	21.52	21.72	21.93	22.12	22.31	22.49
Head Custodian	19.11	19.29	19.49	19.68	19.89	20.09	20.30	20.50	20.69	20.89	21.08	21.27
Custodian	18.13	18.32	18.53	18.72	18.92	19.13	19.33	19.53	19.73	19.91	20.11	20.30
Head Maintenance	23.01	23.20	23.40	23.59	23.80	24.01	24.21	24.42	24.61	24.80	24.99	25.18
Maintenance/Ground	20.29	20.49	20.70	20.89	21.07	21.28	21.48	21.68	21.89	22.08	22.27	22.46
Technology	23.06	23.22	23.38	23.54	23.70	23.86	24.02	24.18	24.34	24.50	24.66	24.79
Health Room Asst.	19.35	19.54	19.73	19.93	20.12	20.30	20.50	20.69	20.89	21.07	21.26	21.45
Nurse	32.19	32.38	32.57	32.75	32.94	33.13	33.31	33.50	33.69	33.87	34.06	34.25

PUBLIC SCHOOL EMPLOYEES OF LOPEZ ISLAND

Agreement: \$.16 once per year for each 20 hours of *professional development through 13/14

Agreement: \$.30 once per year for each 20 hours of *professional development beginning 14/15

Longevity: One time \$500 at 10 years; one time \$1000 at 15 years; one time \$1200 at 20 years; one time \$1500 at 25 years; one time \$1,800 at 30 years.

NOTE: Experience (zero experience = Step 1)

*Classes to meet clock hour/in-service requirement must be preapproved. Employees are required to complete the Classified Salary Credit application and receive preapproval of classes to receive clock hour/in-service credit.

District Assigned Safe Schools and start-up in-service training are job requirements, and as such do not count as credit towards the clock hour/in-service credit.

LOPEZ ISLAND SCHOOL DISTRICT #144

86 School Road

Lopez Island, WA 98261

EVALUATION OF BUS DRIVER

NAME: _____ **DATE:** _____ **EVALUATION** _____

POSITION: _____ **SCHOOL** _____

EVALUATION PHASE: 1. [] New 2. [] Annual 3. [] Other

Meets Expectations: Performance or achievement meets District standards and/or expectations of job performance responsibilities.
 Needs Improvement: Performance or achievement must increase to meet District standards and/or expectations of job performance responsibilities.
 Unsatisfactory: Performance or achievement deficiencies seriously interfere with ability to meet District standards and/or expectations of job performance responsibilities

JOB KNOWLEDGE/SKILLS	Exceeds Expectations	Meets Expectations	*Needs Improvement	*Unsatisfactory	N/A
Performs pre-trip inspection of bus to ensure it is in safe operating condition.					
Properly services the bus upon completion of a run.					
Assists physically handicapped/injured children on and off the bus.					
Completes all operational records and reports accurately, and on time.					
Maintains established schedule for the route(s) consistent with safe driving practices and passenger safety.					
SAFETY					
Complies with state and local laws and district regulations.					
Maintains appropriate order and discipline on the bus.					
Makes referrals to appropriate school official regarding misconduct.					
Promptly reports mechanical concerns to mechanics or supervisor.					
CARE OF VEHICLES					
Keeps assigned bus interior clean daily.					
Cleans bus exterior as required					
WORK HABITS AND ATTITUDES					
Utilizes good judgment at all times when driving the bus.					
Adjusts easily to new assignments or changing working/driving conditions.					
Ability to understand and positively respond to verbal/written information or direction.					
Is courteous to others at all times					
Is resourceful and shows initiative in performing work.					
Checks mailbox, bulletin board and door for messages daily.					

LOPEZ ISLAND SCHOOL DISTRICT #144

86 School Road

Lopez Island, WA 98261

EVALUATION OF BUS DRIVER

JOB KNOWLEDGE/SKILLS	Exceeds Expectations	Meets Expectations	*Needs Improvement	*Unsatisfactory	N/A
DEPENDABILITY					
Is dependable in reporting to work on time.					
Self-motivated to achieve job expectations.					
HUMAN RELATIONS					
Cooperative, considerate, tactful, and sensitive in managing students.					
Cooperates with and makes a good impression on the public.					
Cooperates and gets along well with teachers and principals.					
Cooperates and gets along well with supervisors and administrators.					
Dresses appropriately and maintains a well-groomed appearance.					
PHYSICAL HEALTH/FITNESS					
Exhibits physical health and energy to meet job requirements					
ATTENDANCE (Days Absent)	0-2 Days	3-8 Days	9-14 Days	15 Days	
<i>*If marked, a comment is required in Evaluator's Summary Statement. Marks in these columns, totalling six (6) or more, shall cause an overall unsatisfactory evaluation, although an unsatisfactory evaluation may result from deficiencies in</i>					
EVALUATOR'S SUMMARY STATEMENT - (Required to be completed by evaluator. Attach additional pages if needed.)					
I recommend this employee continue in his/her current position: (Check one) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> With Reservations					
I find this employee's overall performance: <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory					
EMPLOYEE COMMENTS (Optional):					
<i>I have read and had an opportunity to discuss this evaluation of my work with my supervisor. I realize that my signature below does not indicate agreement with the evaluation. A copy of this evaluation has been given to me.</i>					
Employee's Signature:			Date:		
Reviewed By:			Date:		

c: Employee (Original)
 Evaluator (1st copy)
 Personnel File (2nd copy)

Lopez Island School District # 144
Classified Staff Evaluation Form

Year:

90 day Annual Other

Name of Employee:

Assignment:

School/Department:

Directions: Check one (1) rating per performance indicator.

Performance Indicator	Unsatisfactory	Needs Improvement	Satisfactory	Exemplary
<p>Dependability</p> <p><input type="checkbox"/> <i>Unsatisfactory</i> <input type="checkbox"/> <i>Needs Improvement</i> <input type="checkbox"/> <i>Satisfactory</i> <input type="checkbox"/> <i>Exemplary</i></p>	<ul style="list-style-type: none"> District policies and regulations are ignored or not followed Confidential information may be shared inappropriately May act or respond inappropriately when under stress 	<ul style="list-style-type: none"> May be unaware of district policies and regulations Deals ethically with confidential information May act or respond inappropriately when under stress 	<ul style="list-style-type: none"> Adheres to district policies and regulations Deals ethically with confidential information Shows loyalty to position and district Exhibits ability to act appropriately under stress 	<ul style="list-style-type: none"> Adheres to district policies and regulations Deals ethically with confidential information Loyalty to position and district exceed expectations Demonstrates superior judgment and leadership under stressful situations
<p>Human Relations</p> <p><input type="checkbox"/> <i>Unsatisfactory</i> <input type="checkbox"/> <i>Needs Improvement</i> <input type="checkbox"/> <i>Satisfactory</i> <input type="checkbox"/> <i>Exemplary</i></p>	<ul style="list-style-type: none"> Miscommunication and/or lack of communication with others happens regularly Has difficulty working with others 	<ul style="list-style-type: none"> Communication attempts with co-workers, supervisors, students and/or the public are sometimes unclear, ineffective, or insufficient Works cooperatively and/or collaboratively with some co-workers and students 	<ul style="list-style-type: none"> Demonstrates ability and willingness to communicate effectively with co-workers, supervisors, students and the public Demonstrates willingness and ability to work with others 	<ul style="list-style-type: none"> Initiates effective communication with co-workers, supervisors, students and/or the public Demonstrates superior ability to work collaboratively and cooperatively with others
<p>Job Skills</p> <p><input type="checkbox"/> <i>Unsatisfactory</i> <input type="checkbox"/> <i>Needs Improvement</i> <input type="checkbox"/> <i>Satisfactory</i> <input type="checkbox"/> <i>Exemplary</i></p>	<ul style="list-style-type: none"> Requires additional technical/professional skill to fulfill position requirements Responsibilities of job description are not routinely met 	<ul style="list-style-type: none"> Requires additional technical/professional skill to fulfill position requirements Performance responsibilities of position may not be met 	<ul style="list-style-type: none"> Demonstrates adequacy of technical/professional skills needed for position Meets performance responsibilities of job description 	<ul style="list-style-type: none"> Demonstrates superior technical/professional skills needed for position Exceeds performance responsibilities of job description

Lopez Island School District # 144
Classified Staff Evaluation Form

Performance Indicator	Unsatisfactory	Needs Improvement	Satisfactory	Exemplary
Productivity <input type="checkbox"/> <i>Unsatisfactory</i> <input type="checkbox"/> <i>Needs Improvement</i> <input type="checkbox"/> <i>Satisfactory</i> <input type="checkbox"/> <i>Exemplary</i>	<ul style="list-style-type: none"> • Work quality lacks accuracy, thoroughness and/or professionalism • Work production does not meet reasonable job objectives • Often requires reminders about work deadlines and/or the efficient use of time 	<ul style="list-style-type: none"> • Most work is performed thoroughly and professionally • Work production does not meet reasonable job objectives • Occasionally requires reminders about work deadlines and/or the efficient use of time 	<ul style="list-style-type: none"> • Performs work thoroughly, accurately, professionally • Produces satisfactory amount of work to meet reasonable job objectives • Uses time efficiently and completes work on time 	<ul style="list-style-type: none"> • Performs work thoroughly, accurately, professionally with minimal supervision • Work production routinely exceeds expectations for the job objectives • Consistently uses time efficiently and assigned tasks are routinely completed ahead of deadlines
Growth/Development <input type="checkbox"/> <i>Unsatisfactory</i> <input type="checkbox"/> <i>Needs Improvement</i> <input type="checkbox"/> <i>Satisfactory</i> <input type="checkbox"/> <i>Exemplary</i>	<ul style="list-style-type: none"> • Lacks flexibility when given new assignments, methods, or ideas to implement • May be unaware of own strengths and/or weaknesses • Unwilling/unable to make changes to correct any weakness 	<ul style="list-style-type: none"> • New assignments, methods and ideas are accepted with difficulty • Demonstrates awareness of own strengths and weaknesses • Shows lack of growth in the correction of any weakness 	<ul style="list-style-type: none"> • Accepts new assignments, methods and ideas cooperatively • Demonstrates awareness of own strengths and weaknesses • Shows growth in the correction of any weakness 	<ul style="list-style-type: none"> • Accepts new assignments, methods and ideas cooperatively • Aware of own strengths and weaknesses and initiates plans for self-improvement • Demonstrates interest in continuing to learn and grow in position
Work Habits <input type="checkbox"/> <i>Unsatisfactory</i> <input type="checkbox"/> <i>Needs Improvement</i> <input type="checkbox"/> <i>Satisfactory</i> <input type="checkbox"/> <i>Exemplary</i>	<ul style="list-style-type: none"> • Unaware or unconcerned about safety requirements for self, fellow employees, and/or students • Avoids assignments and/or has difficulty completing assignments as directed 	<ul style="list-style-type: none"> • Occasionally demonstrates a lapse of awareness of safety for self, fellow employees and/or students • Follows directions as assigned 	<ul style="list-style-type: none"> • Demonstrates good judgment and awareness of safety for self, fellow employees and students • Shows initiative 	<ul style="list-style-type: none"> • Demonstrates superior judgment and awareness of safety for self, fellow employees and students • Shows initiative, creativity, and problem-solving skills

Lopez Island School District # 144
Classified Staff Evaluation Form



Performance Indicator	Unsatisfactory	Needs Improvement	Satisfactory	Exemplary
Attendance / Appearance <input type="checkbox"/> <i>Unsatisfactory</i> <input type="checkbox"/> <i>Needs Improvement</i> <input type="checkbox"/> <i>Satisfactory</i> <input type="checkbox"/> <i>Exemplary</i>	<ul style="list-style-type: none"> Habitually arrives late and/or leaves assignment early Dress and/or grooming may not be appropriate for the job Attendance is unacceptable (16+ days) 	<ul style="list-style-type: none"> Occasionally arrives late or leaves assignment early Usually demonstrates appropriate dress/grooming for the job Attendance needs improvement (1-15 days) 	<ul style="list-style-type: none"> Exhibits punctuality Demonstrates appropriate dress/grooming for the job Attendance meets expectations (10 days) 	<ul style="list-style-type: none"> Exhibits punctuality Dresses in a professional manner appropriate for the job and as a role model for students Attendance exceeds expectations (5 days)

Overall rating: Any "Needs Improvement" or "Unsatisfactory" rating requires specific comments.

Unsatisfactory

Needs Improvement

Satisfactory

Exemplary

Comments:

Evaluator: _____

Employee: _____

I hereby acknowledge receipt of this evaluation.

Signatures: _____

Evaluator

Date

Employee

Date

1
2
3 LETTER OF AGREEMENT

4 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING
5 AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF LOPEZ ISLAND AND THE LOPEZ
6 ISLAND SCHOOL DISTRICT #144. THIS AGREEMENT IS ENTERED INTO PURSUANT TO
7 ARTICLE XVIII, SECTION 18.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

8 The District and Association agree to the following provisions in order to make a good faith effort to comply with
9 2012 Washington Laws (ESSB 5940).

- 10
- 11 1. The provisions of this Memorandum of Agreement (MOU) shall supplement the provisions of the current
12 collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision
13 of this MOU conflicts with the current CBA, the provisions of this MOU shall prevail. Any dispute
14 regarding the interpretation or proper implementation of this Memorandum shall be reviewed and, if
15 possible, addressed by representatives of the Lopez Island School District and Public School Employees of
16 Lopez Island. Should a dispute regarding the interpretation or implementation of the Memorandum not be
17 resolved by said representatives, the dispute shall be subject to the grievance procedures of the current CBA.
18
 - 19 2. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the
20 responsible contracting standards of ESSB 5940.
21
 - 22 3. To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1
23 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the
24 pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket
25 charge by monthly payroll deduction. The minimum monthly charge shall be 1% of premium.
26
27 Such minimum monthly charge shall be paid regardless of the impact of pooling. Eligible employees selecting
28 the HDHP with a Health Savings Account (HSA) will be allowed to contribute to their HSA account, via payroll
29 deduction, up to the limit allowed by law.
30
 - 31 4. The parties shall abide by state laws relating to school district employee benefits, and this MOU shall be
32 construed consistent with such laws.
33
 - 34 5. This MOU shall be effective for the 2018-19 school year. The parties shall meet prior to May 1,
35 2019, to discuss whether to renew or amend this MOU for another year.
36

37 This Letter of Agreement shall be effective September 1, 2018, shall remain in effect until August 31, 2020, and
38 shall be attached to the current Collective Bargaining Agreement.
39

40 PUBLIC SCHOOL EMPLOYEES OF
41 WASHINGTON/SEIU LOCAL 1948

42
43 LOPEZ ISLAND CHAPTER #805

44
45
46
47 BY: 
48 Della McCullough, Chapter President

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50
51
52 LOPEZ ISLAND SCHOOL DISTRICT #144

BY: 
Brian Auckland, Superintendent

DATE: 10-12-18

DATE: 10-12-18