

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

SEPTEMBER 1, 2015 - AUGUST 31, 2018



**Public School Employees of Washington/SEIU Local 1948**  
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## TABLE OF CONTENTS

		Page
PREAMBLE		1
ARTICLE I	RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II	RIGHTS OF THE EMPLOYER	2
ARTICLE III	RIGHTS OF EMPLOYEES	3
ARTICLE IV	RIGHTS OF THE ASSOCIATION	4
ARTICLE V	APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	5
ARTICLE VI	ASSOCIATION REPRESENTATION	5
ARTICLE VII	HOURS OF WORK AND OVERTIME	6
ARTICLE VIII	HOLIDAYS AND VACATIONS	7
ARTICLE IX	LEAVES	8
ARTICLE X	PROBATION, SENIORITY AND LAYOFF PROCEDURES	11
ARTICLE XI	EMPLOYEE PERFORMANCE AND EVALUATION	13
ARTICLE XII	DISCIPLINE AND DISCHARGE OF EMPLOYEES	14
ARTICLE XIII	INSURANCE	15
ARTICLE XIV	VOCATIONAL TRAINING	16
ARTICLE XV	ASSOCIATION MEMBERSHIP AND CHECKOFF	16
ARTICLE XVI	GRIEVANCE PROCEDURE	17
ARTICLE XVII	ALCOHOL AND DRUG POLICY	20
ARTICLE XVIII	SALARIES AND EMPLOYEE COMPENSATION	24
ARTICLE XIX	TERM AND SEPARABILITY OF PROVISIONS	25
SIGNATURE PAGE		27
SCHEDULE A		28
SCHEDULE B		29

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**P R E A M B L E**

This Agreement is made and entered into between Skykomish School District Number 404 (hereinafter "the District") and Public School Employees of Skykomish, an affiliate of Public School Employees of Washington (hereinafter "the Association").

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**A R T I C L E   I**

**RECOGNITION AND COVERAGE OF AGREEMENT**

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**Section 1.1.**

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

**Section 1.2.**

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

**Section 1.3.**

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Custodial/Maintenance, Food Service, Transportation, Secretary/Clerical, and Educational Assistants.

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

**Section 1.4. Definitions.**

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

1. Article I, Recognition and Coverage of Agreement
2. Article III, Rights of Employees (all sections except Section 3.5)
3. Article VI, Association Representation
4. Article VII, Hours of Work and Overtime
5. Article XV, Association Membership and Dues Deduction
6. Article XVI, Grievance Procedure
7. Article XVIII, Salaries and Employee Compensation
8. Schedule A (represented substitute wages only)

1 The Grievance Procedure shall only apply to those specific items denoted above for Represented  
2 Substitutes.

3  
4 **Section 1.5.**

5 The District retains the right to terminate the employment of a substitute at its sole discretion.  
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9 **ARTICLE II**

10 **RIGHTS OF THE EMPLOYER**

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12  
13 **Section 2.1.**

14 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
15 vested in management officials of the District. Included in these rights in accordance with and subject  
16 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work  
17 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to  
18 suspend, discharge, demote, or take other disciplinary action against employees; and the right to  
19 release employees from duties because of lack of work or for other legitimate reasons. The District  
20 shall retain the right to maintain efficiency of the District operations by determining the methods, the  
21 means, and the personnel by which operations undertaken by the employees in the unit are to be  
22 conducted.  
23

24 **Section 2.1.1.**

25 The restructuring of bargaining unit positions shall be done after consultation with Association  
26 membership who wish to attend. Such restructuring may take place at any time during the  
27 calendar year due to District needs.  
28

29 **Section 2.2.**

30 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
31 District. In making rules and regulations relating to personnel policies, procedures and practices, and  
32 matters of working conditions, the District shall give due regard and consideration to the rights of the  
33 Association and the employees and to the obligations imposed by this Agreement.  
34

35 **Section 2.3.**

36 The District has the right to determine the educational program and operational needs of the District  
37 and to schedule classes and activities to accommodate the legitimate needs of students. The District  
38 agrees that it will not arbitrarily or capriciously use this right to undermine the rights of employees.  
39

40 **Section 2.4.**

41 The District has the right and responsibility to maintain a harassment free workplace. Employees who  
42 believe that they or another PSE employee have been harassed shall file a written complaint with the  
43 Superintendent.  
44

45 When the complaint involves two (2) PSE represented employees, a conference consisting of the  
46 Superintendent, the PSE Field Representative, and the two (2) employees shall be convened. A signed  
47 written report shall be compiled by the Superintendent and the Field Representative and retained in the  
48 Superintendent's working file.

1 If the dispute involves someone other than a PSE represented employee, the same process may be  
2 utilized by mutual consent of the other party.  
3  
4

## 5 6 **ARTICLE III**

### 7 8 **RIGHTS OF EMPLOYEES** 9

#### 10 **Section 3.1.**

11 It is agreed that all employees subject to this Agreement shall have and shall be protected in the  
12 exercise of the right, freely and without fear of penalty or reprisal, to join and legally assist the  
13 Association.  
14

#### 15 **Section 3.2.**

16 Employees subject to this Agreement have the right to have Association representative(s) or other  
17 persons of their choice present at meetings between themselves and supervisors or other  
18 representatives of the District that bear on disciplinary matters.  
19

#### 20 **Section 3.3.**

21 Neither the District, nor the Association, shall discriminate against any employee subject to this  
22 Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a  
23 disability with respect to a position, the duties of which may be performed efficiently by an individual  
24 without danger to the health or safety of the disabled person or others.  
25

#### 26 **Section 3.4.**

27 The Association, as part of the general orientation of each new employee within the unit, shall provide  
28 each employee with a copy of this Agreement.  
29

#### 30 **Section 3.5.**

31 The District shall maintain an official personnel file for each classified employee. Such files shall be  
32 stored in a secure area where access may be monitored, controlled and limited.  
33

##### 34 **Section 3.5.1.**

35 There shall be no separate official personnel files kept by the District. The District  
36 Superintendent shall be responsible for the safeguard of the official personnel files and shall  
37 have unrestricted access to the files. This shall not restrict the right of a Superintendent to  
38 maintain a working file. Matters in said working file shall be purged after one year, with any  
39 official copies of documents placed in the personnel file at that time. Only the Superintendent  
40 shall have access to the working file. The working file shall include all electronic data  
41 contained in computer disks or internal data storage. It shall be the responsibility of the District  
42 to secure the electronic data from unauthorized individuals. Working file data may not be the  
43 basis for disciplinary action until it has been entered into the official personnel file.  
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1 **Section 3.5.2.**

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

5  
6 **Section 3.5.3.**

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

11  
12 **Section 3.5.4.**

13 The Superintendent and Business Manager shall have unrestricted access to the personnel files.  
14 Any person authorized by a valid court order shall have access to the personnel files within the  
15 limits set by the court. Nothing contained in this section shall conflict or supersede the  
16 requirements of Public Disclosure laws.

17  
18 **Section 3.5.5.**

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

21  
22 **Section 3.5.6.**

23 No derogatory material shall remain in an employee's personnel file for a period of more than  
24 two (2) calendar years from the end of the year that the entry was made with the exception of  
25 material related to the physical and/or sexual abuse of a student and/or District employee which  
26 shall be retained indefinitely. Files will be purged at the end of the second calendar year. This  
27 section does not apply to evaluation materials.

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30 **ARTICLE IV**

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32 **RIGHTS OF THE ASSOCIATION**

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35 **Section 4.1.**

36 The Association has the right and the responsibility to represent the interests of all employees in the  
37 unit; to present their views to the District on matters of concern, either orally or in writing; and to enter  
38 collective negotiations with the object of reaching an agreement applicable to all employees within the  
39 bargaining unit in accordance with Article XIX, Term and Separability of Provisions.

40  
41 **Section 4.2.**

42 The names, hire date and work assignments will be provided to the President of the Association upon  
43 reasonable request.

44  
45 **Section 4.3.**

46 The District shall provide a bulletin board space in each building for the use of the Association.  
47 Bulletins posted by the Association are the responsibility of the officials of the Association. Each  
48 bulletin shall be signed by the Association or the Employer official responsible for its posting. All

1 notices will be dated and initialed by the party posting the notice. Unsigned notices will not be posted.  
2 Normally, notices will be posted for not more than three (3) weeks. The responsibility for the prompt  
3 removal shall rest with the party who posted the notice.  
4

5 **Section 4.4.**

6 A designated representative will be provided time off without pay to a maximum total of one (1) day  
7 per year to attend Association State meetings.  
8

9 **Section 4.5.**

10 An Association representative may pick up a copy of the School Board agenda at the District office at  
11 such time it is made available to the public. The Association representative will also have the  
12 opportunity to provide a report during open session of any regular meeting of the Board of Directors.  
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16 **ARTICLE V**

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18 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

19  
20 **Section 5.1.**

21 It is agreed and understood that matters appropriate for consultation and negotiation between the  
22 District and the Association are hours, wages, grievance procedures and working conditions of  
23 employees and the wages, hours, and working conditions of newly created jobs subject to this  
24 Agreement.  
25

26 **Section 5.2.**

27 The District agrees to meet in liaison with the Association President to receive input regarding  
28 employee concerns.  
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32 **ARTICLE VI**

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34 **ASSOCIATION REPRESENTATION**

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36 **Section 6.1.**

37 The Association will designate a Conference Committee which will meet with the Superintendent of  
38 the District and/or the Superintendent's designated representatives on a mutually agreeable basis to  
39 discuss terms and conditions of this Agreement. In the event such meetings are held during working  
40 hours, the Committee members shall receive their regular rate of pay. They may consult with the  
41 District on complaints without a grievance being made by an individual employee.  
42

43 **Section 6.2.**

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

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## ARTICLE VII

### HOURS OF WORK AND OVERTIME

**Section 7.1.**

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

**Section 7.2.**

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

**Section 7.3.**

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

**Section 7.4.**

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

**Section 7.5.**

All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the employee's base pay (weighted average of the different rates worked). All overtime shall be approved in advance by the Superintendent except for emergency situations threatening District students or property.

**Section 7.5.1.**

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

**Section 7.5.2.**

All overtime must be authorized in advance, except where the safety of students or district property is in jeopardy. Employees shall have the option of electing compensatory time in lieu of the overtime referenced in Section 7.5. Compensatory time shall be earned at the rate of one and one-half (1½) hours for each hour worked. Compensatory time may be accumulated to a balance of twenty-four (24) hours, and shall be used by the end of the following pay period or the end of the school year, whichever comes first. Any employee denied the opportunity to use comp time shall be paid in cash if they are unable to use their comp time prior to the completion of the school year. Compensatory time may only be used with the approval of the



1 superintendent. The approval of compensatory time shall generally be equivalent to the  
2 standards applied for approval of vacation time.

3  
4 **Section 7.5.2.1.**

5 Written records shall be maintained for all comp time transactions.  
6

7 **Section 7.6.**

8 Overtime assignments shall be assigned by seniority unless such overtime pertains to extension of the  
9 job, and further, that the senior employee must be qualified to perform the overtime work. In the  
10 assignment of overtime, the District will provide the employee with as much advance notice as  
11 practicable in the circumstances.  
12

13 **Section 7.7.**

14 Employees called back on a regular workday, or called on the sixth or seventh consecutive workday,  
15 shall normally receive no less than two (2) hours pay and work at the appropriate rate.  
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19 **ARTICLE VIII**

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21 **HOLIDAYS AND VACATIONS**  
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23 **Section 8.1. Holidays.**

24 All employees shall receive the following paid holidays, based upon their daily scheduled work hours,  
25 that occur within their work year, provided that employee either works or is on authorized paid leave  
26 on his/her last scheduled day before the holiday and first scheduled day after the holiday.  
27

- |    |                           |                               |
|----|---------------------------|-------------------------------|
| 28 | 1. New Year's Day         | 7. Veterans' Day              |
| 29 | 2. Martin Luther King Day | 8. Thanksgiving Day           |
| 30 | 3. Presidents' Day        | 9. Day after Thanksgiving Day |
| 31 | 4. Memorial Day           | 10. December 24 or 26         |
| 32 | 5. Fourth of July         | 11. Christmas Day             |
| 33 | 6. Labor Day              |                               |

34  
35 **Section 8.1.1. Worked Holidays.**

36 Employees required to work on the above described holidays shall receive twice their base rate  
37 for all hours worked on such holidays in addition to holiday pay.  
38

39 **Section 8.1.2. Holidays During Vacation.**

40 Should a holiday occur while an employee is on vacation, the employee shall be allowed to  
41 take one extra day of vacation with pay in lieu of the holiday as such.  
42

43 **Section 8.1.3.**

44 All employees with one (1) full year of service or more shall be entitled to additional half-day  
45 District directed personal leave on the day before Thanksgiving and the last school day before  
46 Christmas. Employees may be required to work their normal shifts on half holidays, but shall  
47 still receive the half-day District directed personal leave pay.  
48

1 **Section 8.2. Vacations.**

2 Full-time year-round employees shall receive five (5) days paid vacation after one (1) year and through  
3 five (5) years of service. Following five (5) years of successive and continuous service the full-time  
4 year-round employee shall receive ten (10) days paid vacation. After fifteen (15) years of successive  
5 and continuous service the full-time year-round employee shall receive fifteen (15) days of paid  
6 vacation. After twenty (20) and succeeding years of successive and continuous service, the full-time  
7 year-round employee shall receive twenty (20) days of paid vacation.

8  
9 **Section 8.2.1.**

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

12  
13 **Section 8.3.**

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

21  
22 **Section 8.3.1.**

23 The provisions of 8.3 shall be enforced as of September 1, 2010.

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27 **ARTICLE IX**

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29 **LEAVES**

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

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

40  
41 **A. Rules regarding leaves chargeable to accumulated sick leave:**

- 42  
43 1. As a general rule, employees shall notify their superintendent not later than two (2) hours, or as  
44 soon as possible, before their shift begins on the day on which they will be absent and no later  
45 than the close of the workday preceding the date of their intended return to their duties.  
46  
47 2. The Superintendent may, in the event of a perceived pattern of regular, excessive, or unusual  
48 absences, require a physician's certificate and proof of the disability causing the absence.

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3. Employees wishing to take an extended unpaid leave for disability reasons may request a leave of absence pursuant to Section 9.6.1. Upon return from leave, the employee shall be placed in the position last held or, if that position does not exist, a similar position. Upon the employee's return from leave, the District may require a certificate of release from the doctor for the employee to return to work.
  4. An employee shall be eligible to utilize accrued sick leave to care for a child/or child in their custody under the age of eighteen (18) with a health condition that requires treatment or supervision.
  5. Emergency Leave. Up to three (3) days per year of this leave may be used as emergency leave and shall be granted as defined in the following:
    - a. The problem must have been suddenly precipitated or must be of such a nature that preplanning could not relieve the necessity for the absence.
    - b. The problem must be one of major importance and not a mere convenience.
    - c. Serious illness or accident in the immediate family as defined in Bereavement Leave.
    - d. Applications requesting consideration for an absence under Emergency Leave shall be made on forms available in each school office and addressed to the Superintendent. A completed form for Emergency Leave shall be submitted to the Superintendent within three (3) days after return to work. The Superintendent shall notify the employee of the determination within five (5) days of receipt of the application.
    - e. The application shall disclose the general purpose of the leave request in sufficient terms to establish compliance with the criteria contained in #6, a, b and c above. Requests meeting said criteria shall be granted.
    - f. It is not the intent of this Emergency Leave provision to provide or expand upon or to add to vacations, weekends, or other types of leaves because of transportation problems that preplanning could have prevented.
  6. Upon application, the District shall grant paid maternity leave for the period of the disability as certified by the doctor to the employee from accumulated Sick Leave. Such leave shall commence at such time as the employee and her medical advisor deem necessary. Employees granted maternity leave may be granted a leave of absence pursuant to Section 9.6.1, for a period not to exceed one year. Upon returning to work, the employee must be certified by her physician as ready and able to return.
    - a. A male employee, upon request, may be granted up to two (2) days leave from their accumulated sick leave on or about the date of the birth or adoption of the child. Additional days may be requested if on a doctor's advice more time is needed to care for a newborn.

1 B. Transfer of Credit

2  
3 Employees who have accrued illness, injury and emergency (sick leave) while employed by  
4 another public school district in the State of Washington shall be given credit, upon  
5 verification, for such accrued sick leave upon employment with the District.  
6

7 **Section 9.2.**

8 In the event employees are absent for reasons which are covered by Industrial Insurance, the District  
9 shall pay the employee an amount equal to the difference between the amount paid the employee as a  
10 time loss benefit and the amount the employee would normally have earned. A deduction shall be  
11 made from the employee's accumulated sick leave in accordance with the amount paid to the employee  
12 by the District.  
13

14 **Section 9.3. Bereavement Leave.**

15 Each employee shall be entitled to up to three (3) days of leave with pay, with up to two (2) additional  
16 days with pay available on request for extended travel of 300 miles or more from Skykomish,  
17 Washington, for absence caused by the death of an employee's child, step-child, spouse, parent,  
18 grandparent, sibling, grandchildren, parent-in-law, or relative living in the employee's place of abode.  
19 Bereavement leave shall not be deducted from sick leave. Bereavement leave is noncumulative. This  
20 section applies to each instance of familial death as indicated above.  
21

22 **Section 9.4. Judicial Leave.**

23 An employee who is summoned to serve as a juror or is obligated to appear in court as a party or is  
24 named as a co-defendant with the District or is subpoenaed as a witness shall notify his/her immediate  
25 supervisor immediately upon learning of the need for leave. For jury duty, the employee shall receive  
26 normal pay, provided that any jury duty pay shall be paid to the District, and further provided that  
27 employees retain any reimbursement for actual expenses. An employee who must be absent for  
28 judicial proceedings as a party shall be entitled to leave without pay. An employee who is subpoenaed  
29 as a witness shall be granted leave with normal pay, with any witness fees remitted to the District. In  
30 the event the Association brings suit against the District, the Association shall reimburse the District  
31 the per diem pay of any employee covered by this Agreement.  
32

33 **Section 9.5. Leave Of Absence Without Pay.**

34  
35 **Section 9.5.1.**

36 Upon recommendation of the Superintendent, and upon approval of the Board of Directors, an  
37 employee may be granted a leave of absence for a period not to exceed one (1) year.  
38 Employees requesting leave of absence due to job related disability shall be granted leave of  
39 absence up to one (1) year. Other leaves extending beyond one (1) year may be considered by  
40 the Board of Directors.  
41

42 **Section 9.5.2. Return from Leave of Absence.**

43 The returning employee shall be assigned to the position occupied before the leave of absence,  
44 unless, however, said position has been eliminated through a reduction in force or a change in  
45 District program, then the returning employee shall be assigned to a similar position if  
46 qualified. If a similar position does not exist, or the position is held by a more senior, qualified  
47 employee, the returning employee shall be placed on layoff status.  
48



- B. Time on leave of absence granted by the Board for voluntary service in the Armed Forces of the United States;
- C. Time spent in layoff status up to eighteen (18) months; or
- D. Time spent on authorized leaves.

**Section 10.6.**

Seniority rights shall be effective within the bargaining unit.

**Section 10.7.**

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

**Section 10.7.1.**

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

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

**Section 10.8.**

Notice of job vacancies covered by this Agreement shall be posted for five (5) working days. A copy of the job posting shall be forwarded to the President of the Association. Employees may leave a self-addressed envelope with the District Business Office when they desire to be considered for any job vacancies or new positions that may occur after the regular school year.

**Section 10.8.1.**

All temporary assignments of more than ten (10) hours in duration, excluding emergency situations (e.g., time is of the essence), will either be posted for five (5) working days, or each PSE member will be contacted individually, or the assignment will be offered in a meeting or group setting. Specifics of the temporary assignment, including necessary skills, schedule/duration, rate of pay, and other relevant information, will be provided with the notice. The selected individual, with the requisite skills and availability will have the right to see that assignment through to completion. When less than ten (10) hours are involved, the District

1 shall make an effort to contact senior qualified employees. A single telephone contact to a  
2 person or machine or three separate documented attempts shall be sufficient.  
3

4 **Section 10.9. Layoff and Recall.**

5 When it is necessary to reduce the workforce, qualifications, ability, priority of assignment and  
6 seniority shall be considered, with the District adhering to seniority as nearly as possible. Employees  
7 so affected shall be placed on a reemployment list maintained by the District according to layoff  
8 ranking. Such employees are to have first consideration in filling openings in the classification held  
9 immediately prior to layoff. Names shall remain on the list for eighteen (18) months.  
10

11 **Section 10.10.**

12 Employees on layoff status shall file their addresses in writing with the District office and shall  
13 thereafter promptly advise the District in writing of any change in address.  
14

15 **Section 10.11.**

16 An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not  
17 comply with the requirements of Section 10.10, or if the employee does not respond to the offer of  
18 reemployment within ten (10) days.  
19

20 **Section 10.12.**

21 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other  
22 accrued benefits; provided, that such employee is offered a position substantially equal to that held  
23 prior to layoff.  
24

25  
26  
27 **ARTICLE XI**

28  
29 **EMPLOYEE PERFORMANCE AND EVALUATION**  
30

31 **Section 11.1. Quality Performance and Evaluations.**

32 It shall be the responsibility of the employee to seek continuously to improve his/her performance.  
33 The District supports employees in that effort, including the provision of training and other resources  
34 on an as needed basis determined by the District. The mutual and primary goal is to establish a  
35 quality/satisfied workforce, enabling the District to effectively and efficiently carry out its mission and  
36 programs.  
37

38 In working with District employees, the District Superintendent will formally evaluate employees. A  
39 bargaining unit employee shall not be evaluated by any other member of the bargaining unit.  
40

41 One element of continuous quality improvement in performance is the formal evaluation. A minimum  
42 of one formal performance evaluation shall be completed for each employee during the year. Each  
43 formal performance evaluation shall be in the form of a written narrative. It remains a part of the  
44 employee's permanent employment record.  
45  
46  
47  
48

1 **Section 11.2. Quality Performance: Evaluation Criteria.**

2 A review of that employee's performance of duties specified in the latest applicable job description on  
3 file with the District, and a discussion of what quality job performance looks like shall precede a  
4 formal written performance evaluation. No employee will be evaluated on a job description unless that  
5 employee has worked thirty (30) days within that description.  
6

7 Performance expectations will be updated annually and included in the Classified Staff Handbook  
8 within the Professional Practices section. The Professional Practices section as a whole defines quality  
9 performance for PSE members.  
10

11 **Section 11.3. Continuous Improvement In Performance Quality: Sub-Standard Performance.**

12 The superintendent will describe job-related performance problems, providing examples and specific  
13 descriptions of sub-standard performance. In addition to an explanation of the problem, the  
14 superintendent will explain in writing:  
15

- 16 1. Performance expectations including what or how much is to be done, and the level of  
17 performance.
- 18 2. The skill, knowledge and/or practices the employee must acquire and use.
- 19 3. Who will monitor improvement.
- 20 4. What are the consequences if improvement goals are/are not met.
- 21 5. A reasonable timeline established by in which to achieve the required change(s).  
22  
23  
24  
25  
26

27 **Section 11.4. Evaluation Conferences.**

28 The formal evaluation will be presented in a conference between the superintendent and the employee.  
29 Both the employee and superintendent will sign the evaluation. The employee's signature signifies  
30 only that the employee has read and understands the evaluation; it does not necessarily mean  
31 agreement with the evaluation.  
32

33 In the event the employee contests the formal evaluation, the employee may, within ten (10) working  
34 days, file a written rebuttal to that evaluation. Such a rebuttal is to remain in that employee's  
35 permanent employment file.  
36  
37

38 **ARTICLE XII**

39 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

40  
41  
42  
43 **Section 12.1.**

44 The parties acknowledge the District's right to discipline or discharge an employee for justifiable  
45 cause. If the District has reason to reprimand an employee, it is the intent of the District that it shall be  
46 done in a manner which will not embarrass the employee before other employees or the public, if  
47 possible.  
48



1 **Section 12.2.**

2 Should the District decide to discontinue employment or lay off any non-annual employee, the  
3 employee shall be so notified in writing prior to the end of the school year. All employees shall be  
4 provided at least two (2) weeks notice of layoff or discharge, except in cases of gross misconduct.  
5  
6  
7

8 **ARTICLE XIII**

9  
10 **INSURANCE**  
11

12 **Section 13.1.**

13 Effective the date of funding by the State, the District will establish an insurance premium pool with  
14 the monies as allocated and funded by the State on an FTE basis for all District BEA Classified  
15 employees. The pool shall be calculated and closed October 1 of each year. For insurance purposes,  
16 one FTE is equal to 1,440 hours of compensation for a year. Insurance benefits for employees  
17 compensated less than 1,440 hours shall be prorated on an FTE basis. The District shall pay the same  
18 proportion per FTE employee towards the state-required retiree subsidy to the state health care  
19 authority as it does for any other bargaining unit. The District will pay the same contribution for  
20 health care benefits for each full time equivalent to the pools as it does for any other bargaining unit.  
21

22 **Section 13.1.1.**

23 By August 31 of each school year, the Association shall inform the District of any requested  
24 changes of its Basic benefit package for the ensuing school year. The Basic benefit package  
25 shall conform to State law.  
26

27 **Section 13.1.2.**

28 The Basic benefit package shall include Dental, Vision and Medical.  
29

30 **Section 13.1.3.**

31 Insurance premium payments from the insurance premium pool will be utilized to fund  
32 premium payments for all District Classified employees on an FTE basis.  
33

34 **Section 13.1.4.**

35 From the dollar amount available to each employee, the costs of the Dental and Vision Plans  
36 shall be deducted first, with the remaining monies paid to the Medical Plan.  
37

38 **Section 13.1.5.**

39 If after all the bargaining unit employees have their basic benefit package covered in full and  
40 there are funds left in the pool, these funds may be used for the purchase of optional benefits  
41 and a second pool shall be established for distribution of premium pool monies on a pro rata  
42 basis. Except for the addition of spouse and/or new dependents (as defined according to the  
43 contract with Premera Blue Cross and Skykomish School District), the insurance pool is closed  
44 effective September 30 of each year. New hires after September 30 shall receive only their  
45 state insurance allocation and are not eligible to participate in the insurance premium pool until  
46 September 1 of the following year.  
47  
48



1 **Section 15.4.**

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

5  
6 **Section 15.5.**

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

9  
10 **Section 15.6.**

11 Nothing contained in this Agreement shall require Association membership of employees who object  
12 to such membership based on bona fide religious tenets or teachings of a church or religious body of  
13 which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a  
14 nonreligious charity or other charitable organization mutually agreed upon by the employee and the  
15 Association. The employee shall furnish written proof that such payment has been made. If the  
16 employee and the Association cannot agree on such matter, it shall be resolved by the Public  
17 Employment Relations Commission pursuant to RCW 41.56.122.

18  
19 **Section 15.7. Checkoff.**

20 The District shall deduct PSE dues or service charges from the pay of any employee who authorizes  
21 such deductions in writing pursuant to law. The District shall transmit all such funds deducted to the  
22 Treasurer of the Public School Employees of Washington on a monthly basis.

23  
24  
25 **ARTICLE XVI**  
26  
27 **GRIEVANCE PROCEDURE**  
28

29  
30 **Section 16.1. Grievances.**

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

35  
36 **Section 16.2. Definitions.**

- 37  
38 1. Grievant: A grievant is an employee.  
39 2. Days: Days in this procedure are normal District office workdays.

40  
41 **Section 16.3. Step One - Oral Discussion.**

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

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

2 The employee may have an Association representative accompany the employee beginning  
3 with Step Two. If the grievance is not resolved as provided in Step One, it shall be reduced to  
4 written form containing the following:

- 5
- 6 A. The facts upon which the grievance is based;
  - 7 B. Reference to the section or sections of the Agreement alleged to have been violated; and
  - 8 C. The remedy sought.

9 The written grievance shall be provided to the Superintendent within ten working days of the  
10 step one meeting.

11

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

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

18

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

20 If no settlement has been reached in Step Three within the specified time limits, the grievance  
21 may be submitted by the employee within fifteen (15) working days to the Board. The Board  
22 of Directors reserves the right to summon the employee for an oral statement of the grievance.  
23 The employee reserves the right to appear before the Board of Directors to explain the  
24 grievance. At any appearance before the Board of Directors, the employee may be  
25 accompanied by an Association representative or designee. After such submission the Board  
26 and the employee will have thirty (30) working days from submission of the written statement  
27 of the grievance to resolve it by indicating on the statement of grievance the disposition and  
28 signing it.

29

30 **Section 16.3.4. Step Five - Arbitration.**

31 If no settlement is reached in Step Four, the Association may request that the matter be  
32 submitted to an arbiter as hereinafter provided:

- 33
- 34 A. Written notice of a request for arbitration shall be made to the Superintendent within ten  
35 (10) days after receipt of the disposition letter at Step Four.
  - 36
  - 37 B. Arbitration shall be limited to issue(s) involving the interpretation or application of specific  
38 terms of this Agreement.
  - 39
  - 40 C. When a timely request has been made for arbitration, the parties shall attempt to select an  
41 impartial arbiter to hear and decide the particular case. If the parties are unable to agree to  
42 an arbiter within ten (10) days after submission of the written request for arbitration, the  
43 provisions of the paragraph (D) below shall apply to the selection of an arbiter.
  - 44
  - 45 D. In the event an arbiter is not agreed upon as provided in paragraph (C) above, the parties  
46 shall jointly request the American Arbitration Association to submit a panel of seven (7)  
47 arbiters. Such request shall state the issue of the case and ask that the nominees be  
48 qualified to handle the type of case involved. When notification names of the panel of

1 seven (7) arbiters is received, the parties in turn shall have the right to strike a name from  
2 the panel until only one (1) name remains. The remaining person shall be the arbiter. The  
3 right to strike the first name from the panel shall be determined by lot.  
4

5 E. Arbitration proceedings shall be in accordance with the following:  
6

- 7 1. The arbiter, once appointed, will inform the parties as to the procedures which will be  
8 followed.
- 9 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall  
10 be empowered to request through subpoena if necessary, such data and testimony as the  
11 arbiter deems pertinent to the grievance and shall render a decision in writing to both  
12 parties within thirty (30) days, unless mutually extended, of the closing of the record.  
13
- 14 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s)  
15 presented for arbitration which decision shall be final and binding on both parties.  
16
- 17 4. The arbiter shall rule only on the basis of information presented in the hearing and shall  
18 refuse to receive any information after the hearing except by mutual agreement.  
19
- 20 5. Each party to the proceedings may call such witnesses as may be necessary in the order  
21 in which their testimony is to be heard. Such testimony shall be limited to the matters  
22 set forth heard. Such testimony shall be limited to the matters set forth in the written  
23 statement of the grievance.  
24
- 25 6. Each party shall pay any compensation and expenses relating to its own witnesses or  
26 representatives.  
27
- 28 7. The arbiter shall specify in the award that the District or Association, whichever is ruled  
29 against by the arbiter, shall pay the compensation of the arbiter including necessary  
30 expenses.  
31
- 32 8. The total cost of the stenographic record, if requested, will be paid by the party  
33 requesting it. If the other party also requests a copy, that party will pay one-half (1/2)  
34 of the stenographic cost.  
35

36 F. Binding Effect of Award: All decisions arrived at under the provisions of this Article by  
37 the representatives of the District and the Association at Steps One through Four, or by the  
38 arbiter, shall be final and binding upon both parties; provided, however, that in arriving at  
39 such decisions neither of the parties nor the arbiter shall have the authority to alter this  
40 Agreement in whole or part.  
41

42 G. Limits of the Arbiter: The arbiter cannot order the District to take action contrary to law.  
43

44 H. No Duty to Maintain Status Quo: The District has no duty to maintain the status quo or to  
45 restore the status quo pending arbitration. But if return to the status quo is ordered by the  
46 arbiter, the return shall be affected as per the arbiter's award.  
47

1 **Section 16.4.**

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

4  
5 **Section 16.4.1. Timelines.**

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

8  
9 **Section 16.5. Time Limits.**

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

13  
14 **Section 16.6. Agreement Not To Be Altered.**

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

17  
18  
19 **ARTICLE XVII**

20 **ALCOHOL AND DRUG POLICY**

21  
22  
23 **Section 17.1. Definitions.**

24  
25 **Section 17.1.1.**

26 Under the influence of intoxicants means:

- 27 A. Having a blood alcohol concentration level of .04% or greater;
- 28
- 29 B. Having marijuana or hashish present in the body in the amounts described below:
- 30 00 nanograms/ml or greater based on an immunoassay urine test confirmed by a
- 31 15 nanograms/ml or greater based on a GC/MS test;
- 32
- 33 C. Having any intoxicant, other than alcohol, marijuana or hashish, present in the body as
- 34 determined by test on a blood or urine specimen collected and analyzed in accordance
- 35 with the Procedures for Transportation Workplace Drug Testing Programs, 49 CFR,
- 36 Part 40 or if those procedures are inapplicable, such procedures as established by the
- 37 Company; or
- 38
- 39 D. Impairment caused by intoxicants which affects, to any degree, the ability to safely,
- 40 properly and effectively perform assigned duties.
- 41
- 42
- 43

44 **Section 17.1.2.**

45 "Intoxicants" means alcohol, alcoholic beverage, over-the-counter medication, prescription  
46 medication, controlled substances, if such OTC medication is labeled or has a package insert  
47 warning against operating machinery or driving after usage, as defined by state or federal law,

1 marijuana, hashish, cocaine, heroin, dangerous drugs, narcotics, mood-altering substances, or  
2 any combination of the above.

3  
4 **Section 17.1.3.**

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

6  
7 **Section 17.1.4.**

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

9  
10 **Section 17.1.5.**

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

12  
13 **Section 17.2. Prohibited Conduct or Conditions.**

14  
15 **Section 17.2.1.**

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

18  
19 **Section 17.2.2.**

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

22  
23 **Section 17.2.3.**

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

26  
27 **Section 17.3. Medication Exception.**

28  
29 **Section 17.3.1.**

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

35  
36 The Employer may make such inquiry and investigation of the physician's statement as it  
37 believes necessary under the particular circumstances.

38  
39 **Section 17.3.2.**

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

44  
45 **Section 17.3.3.**

46 In cases where the employee is instructed by the Employer to remain off work due to the  
47 possible side effects of over-the-counter or prescription medications, he/she may utilize earned

1 but unused sick leave benefits in accordance with the Employer's leave policy/or personal leave  
2 if the employee has no sick leave benefits.

3  
4 **Section 17.4. Testing Procedure.**

5  
6 **Section 17.4.1.**

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

- 8  
9 A. The Employer has reasonable grounds to believe that the employee is under the  
10 influence of intoxicants or possesses intoxicants;  
11 B. The employee is injured or is involved in an accident or altercation during work hours,  
12 while on District property, or while in a District vehicle;  
13  
14 C. The employee is taking a physical examination in connection with employment at the  
15 District or is asked to participate in random screening;  
16  
17 D. The test is agreed upon to resolve a disagreement or dispute between the Employer, the  
18 employee and/or the Union or as otherwise provided in this policy; or  
19  
20 E. The employee has been removed from service for a violation of the District's Alcohol  
21 and Drug Policy and has met the requirements of Return to Duty status.  
22

23 **Section 17.5. Safeguards.**

24  
25 **Section 17.5.1.**

26 The Employer agrees to pay for the cost of the test and the test shall be administered by an  
27 independent and qualified laboratory or individual. In the event that an immunoassay test is  
28 positive for marijuana or hashish, the Employer agrees to instruct the laboratory to conduct a  
29 confirming GC/MS test. The Employer also agrees to instruct the laboratory to conduct the  
30 confirming GC/MS test within twenty-four (24) hours (excluding weekends) of the time the  
31 Employer is notified of the positive immunoassay test. A weekend shall be deemed to run from  
32 5:00 p.m. on Friday to 9:00 a.m. on Monday.  
33

- 34 A. The Employer shall require the laboratory or individual to retain the urine sample for a  
35 period not to exceed thirty (30) calendar days from the date the tests are completed.  
36  
37 B. Employees will be notified of a positive (30 nanograms/ml GC/MS) test result no later than  
38 three (3) working days after receipt of the test results by the Employer. Upon receipt of the  
39 test results the employee may, at his/her own expense:  
40  
41 1. Request that a second confirming test be conducted on the sample taken; and/or  
42  
43 2. Submit a second urine sample to the laboratory or individual designated by the  
44 Employer for testing or to an independent laboratory of equal quality. The second  
45 sample must be collected and submitted for testing as soon as possible, but in no  
46 event later than three (3) working days from the day the employee is notified of the  
47 confirming GC/MS test result on the first sample. It is understood and agreed that  
48 the collection and testing of the second sample must be performed in strict



1 accordance with the standards and procedures for Transportation Workplace Drug  
2 Testing, 49 CFR, paragraph 40, or, if this procedure is inapplicable, to such  
3 procedure as is established by the Employer for testing. The results of the test  
4 conducted on the second sample produced as evidence of any hearing or proceeding  
5 will be considered in determining whether the employee violated Section 18.2 of  
6 this policy. Testing which is not conducted in accordance with the above will not be  
7 considered.

- 8
- 9 3. Selection or approval of individuals or laboratories to conduct tests under this  
10 section, as well as the determination of procedures for obtaining, handling, and  
11 transferring of samples to be tested, shall be the prerogative of the Employer.

12

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

- 16
- 17 C. The Employer agrees that testing performed pursuant to this policy will be limited to testing  
18 for intoxicants.

19

20 **Section 17.6. Searches.**

21

22 **Section 17.6.1.**

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

27

28 **Section 17.7. Penalties.**

29 The following will subject an employee to immediate discharge:

30

31 **Section 17.7.1.**

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

- 33
- 34 A. Refusing to submit to tests that may be required under this policy;
- 35
- 36 B. Failure to notify the Employer of the use of prescribed or over-the-counter medication  
37 in the time and manner provided in Section 17.3, Medication Exception; or
- 38
- 39 C. Refusing to submit to and cooperate with searches that may be conducted by the  
40 Employer under Section 17.6, Searches.

41

42 **Section 17.8. Rehabilitation Assistance.**

- 43
- 44 A. Employees who have alcohol or drug problems are required to immediately notify the  
45 Employer and the Union of the problem; this will enable the Employer and Union to assist the  
46 employee with rehabilitation. Reports of alcohol or dependence problems will be handled in a  
47 manner which respects the confidentiality and sensitivity of the report.

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

## 17 ARTICLE XVIII

### 18 SALARIES AND EMPLOYEE COMPENSATION

#### 19 **Section 18.1.**

20 Employees shall be compensated in accordance with the provisions of this Agreement for hours  
21 worked.  
22  
23

##### 24 **Section 18.1.1.**

25 If the District implements a standardized pay date for all District employees, PSE employees  
26 shall be included. The District shall have the authority to unilaterally advance the December  
27 pay date.  
28  
29

#### 30 **Section 18.2.**

31 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in  
32 Schedule A attached hereto and by this reference incorporated herein.  
33

##### 34 **Section 18.2.1.**

35 All salaries on Schedule A shall be automatically enhanced by the state authorized percentage  
36 each year of this agreement.  
37

##### 38 **Section 18.2.2.**

39 All salaries shall be enhanced by 3% for the 2015-16 school year, followed by another  
40 enhancement of 3% for the 2016-17 school year, followed by another enhancement of 3% for  
41 the 2017-18 school year.  
42

##### 43 **Section 18.2.3.**

44 Step advancements shall take place on September 1. Employees hired prior to February 1 shall  
45 earn a year of service credit.  
46  
47  
48

1 **Section 18.3.**

2 Salaries contained in Schedule A shall be as mutually agreed and/or as modified subject to the terms  
3 and conditions of Article XIX. All terms and conditions of this Agreement except salaries and medical  
4 shall become effective the date of ratification by the parties.  
5

6 **Section 18.3.1.**

7 By October 30<sup>th</sup>, the District will provide each employee with a statement indicating their  
8 hourly rate, hours and days of work, vacation, sick leave and insurance pool amount for the  
9 ensuing year.  
10

11 **Section 18.4. Annual Performance Fund.**

12 Employees with exceptional evaluations shall be entitled to \$400 as an annual performance incentive.  
13 Such payment shall be made in the August paycheck. Employees must complete their entire work year  
14 to qualify.  
15

16  
17  
18 **ARTICLE XIX**

19  
20 **TERM AND SEPARABILITY OF PROVISIONS**  
21

22 **Section 19.1.**

23 The term of this Agreement shall be September 1, 2015 to August 31, 2018.  
24

25 **Section 19.2.**

26 All provisions of this Agreement shall be applicable as mutually agreed. Salaries for employees  
27 subject to this Agreement are contained in Schedule A attached hereto and by this reference  
28 incorporated herein.  
29

30 **Section 19.2.1.**

31 Retroactive pay, where applicable, shall be paid on the first regular payday following execution  
32 of this Agreement, if possible, and in any case not later than the second regular payday. In the  
33 case of retroactive pay resulting from negotiations pursuant to Article XIX, Section 19.3, such  
34 retroactive pay shall be paid on the first regular payday following agreement on such schedule,  
35 if possible, and in any case not later than the second regular payday following any such  
36 agreement.  
37

38 **Section 19.3.**

39 This Agreement may be reopened and modified at any time during its term upon mutual consent, in  
40 writing, of both parties. The Agreement shall be reopened at the request of either party, in writing to  
41 the second party, to consider the impact of any legislation recently enacted, judicial decision,  
42 Superintendent of Public Instruction policy, or State Board of Education action following the  
43 implementation of this Agreement.  
44

45 **Section 19.3.1.**

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

1 **Section 19.4.**

2 If any provision of this Agreement or the application of any such provision is held invalid, the  
3 remainder of this Agreement shall not be affected thereby.  
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5 **Section 19.5.**

6 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with  
7 State or Federal statutes or regulations promulgated pursuant thereto.  
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9 **Section 19.6.**

10 In the event either of the two (2) previous sections is determined to apply to any provision of this  
11 Agreement, such provision shall be renegotiated pursuant to Section 19.3.  
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15 PUBLIC SCHOOL EMPLOYEES  
16 OF WASHINGTON/SEIU Local 1948  
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19 SKYKOMISH CHAPTER  
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SKYKOMISH SCHOOL DISTRICT #404  
24

25 BY: \_\_\_\_\_  
26 Jimmy Sarno, Chapter President  
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BY: \_\_\_\_\_  
Martin Schmidt, Superintendent  
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30 DATE: \_\_\_\_\_  
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DATE: \_\_\_\_\_  
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**Schedule A**  
**Public School Employees of Skykomish**  
**2015 - 2018**

- Level I** Office Manager, Operations Manager
- Level II** Bus Driver, Speech Language Pathology Assistant (SLPA)
- Level III** Head Cook, Paraeducator (NCLB), Secretary, Custodian
- Level IV** Educational Assistant\*\*, Cook\*

\*Applies to persons hired after 1/1/2006 who are not responsible for Head Cook paperwork.

\*\*Applies to student supervisors hired after 1/1/2006 who do not have NCLB "highly qualified".

<b>September 1, 2015 - August 31, 2016</b>							
<b>Step</b>	<b>1</b>	<b>2</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
L-I	\$15.88	\$16.62	\$18.03	\$18.43	\$18.85	\$19.25	\$19.67
L-II	\$15.49	\$16.22	\$17.65	\$18.08	\$18.47	\$18.86	\$19.25
L-III	\$15.09	\$15.84	\$17.26	\$17.68	\$18.07	\$18.48	\$18.87
L-IV	\$13.62	\$14.35	\$15.45	\$15.84	\$16.20	\$16.56	\$16.92

<b>September 1, 2016 - August 31, 2017</b>							
<b>Step</b>	<b>1</b>	<b>2</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
L-I	\$16.64	\$17.42	\$18.90	\$19.32	\$19.75	\$20.17	\$20.62
L-II	\$16.23	\$17.00	\$18.50	\$18.95	\$19.35	\$19.76	\$20.17
L-III	\$15.82	\$16.60	\$18.09	\$18.53	\$18.94	\$19.36	\$19.77
L-IV	\$14.27	\$15.04	\$16.20	\$16.60	\$16.97	\$17.35	\$17.73

<b>September 1, 2017 - August 31, 2018</b>							
<b>Step</b>	<b>1</b>	<b>2</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
L-I	\$17.14	\$17.94	\$19.46	\$19.90	\$20.34	\$20.78	\$21.24
L-II	\$16.72	\$17.51	\$19.05	\$19.52	\$19.93	\$20.36	\$20.78
L-III	\$16.29	\$17.09	\$18.63	\$19.09	\$19.51	\$19.94	\$20.37
L-IV	\$14.70	\$15.49	\$16.68	\$17.09	\$17.48	\$17.87	\$18.26

Employees shall automatically progress to the salary stated after appropriate years of service, unless they are under Improvement Plan under Section 11.3. and received an overall evaluation of Unsatisfactory.

The District may advance an employee to Step #5 any time after the completion of their second year of service.

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## Schedule B

<u>NAME</u>	<u>HIRE DATE</u>
Cindy Pugh	9-1-88
Jim Sarno	9-28-98
Michelle Olin	11/20/02
Delana Slone	10/12/11
Chad Musser	5/15/12
Patricia Partner	4/1/13* adjusted per 10.1
Allison Luker	9-1-13
Becky Daley	9-1-14
Terra Griffin	9-1-15
Oceanna Schwartz	9-1-15

In determining seniority, a variety of official school records were used, including contracts, computer records and time sheets to establish the earliest date of "continuous daily employment" as per Article X, Section 10.1 of the PSE Bargaining Agreement.

Schedule B will be amended at any point within the contract period, when an employee loses his/her seniority per Section 10.4 or a new PSE member is hired and begins "continuous daily employment" per Section 10.1.

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