

COLLECTIVE BARGAINING AGREEMENT BETWEEN
MOUNT BAKER SCHOOL DISTRICT
AND
MOUNT BAKER PUBLIC SCHOOL EMPLOYEES

SEPTEMBER 1, 2018 - AUGUST 31, 2020



Public School Employees of Washington/SEIU Local 1948
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1 **Section 1.2.**

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

5
6 **Section 1.3.**

7 The School District agrees to maintain a written description of job responsibility for each of the job
8 classifications within the confines of this contract. The District will provide the Association with such
9 amendments, changes, and additions to job descriptions as they may from time to time occur; provided,
10 however, modification of existing positions, or the creation of new positions, shall require reopening of
11 this Agreement pursuant to Article XVII, Section 17.2 to negotiate salary only. "Other duties as
12 assigned" means duties within the same general job classification.

13
14 **Section 1.3.1. Job Review.**

15 Requests for reevaluation of existing positions shall be made in writing by the employee, to the
16 Superintendent and the Association President. A Job Review Committee, made up of two (2)
17 representatives from the District and two (2) representatives of the Association, shall review
18 those positions whose responsibilities and/or skill requirements may have changed
19 significantly. The final recommendations of the Committee shall be advisory and be non-
20 binding on both parties.

21
22 **Section 1.4.**

23 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in
24 the following general job classifications: Paraprofessor, Custodial-Maintenance, Child Nutrition
25 Services, Secretarial-Clerical, Special Services, and Transportation. The following positions are
26 exempt from representation: Transportation/Maintenance Director, Business Manager, Technology
27 Director, Accounts Payable, Payroll/Benefits Specialist, Child Nutrition Services Director,
28 Superintendent's Secretary, Assistant Superintendent's Secretary and Personnel Specialist, for a total
29 of nine (9) exemptions.

30
31 **Section 1.4.1.**

32 Substitute classified employees who work more than thirty (30) days in any budget year period
33 shall be included within the bargaining unit, hereinafter: included substitutes. Included
34 substitutes shall be entitled to the rights and benefits of Articles IX, XV and XVI only.

35
36
37
38 **ARTICLE II**

39
40 **RIGHTS OF THE EMPLOYER**

41
42 **Section 2.1.**

43 It is agreed that the customary and usual rights, powers, functions, and authority of management are
44 vested in management officials of the District. Included in these rights in accordance with applicable
45 laws, regulations, and the terms and conditions of this Agreement, the District has the right to direct
46 the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right
47 to suspend, discharge, demote, or take other disciplinary action against employees; and the right to
48 release employees from duties because of lack of work or for other legitimate reasons. The District

1 shall retain the right to maintain efficiency of the District operation by determining the methods, the
2 means, and the personnel by which such operation is conducted.

3
4 **Section 2.2.**

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

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11
12 **ARTICLE III**

13
14 **RIGHTS OF EMPLOYEES**

15
16 **Section 3.1.**

17 It is agreed that the employees in the bargaining unit defined herein shall have and shall be protected in
18 the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the
19 Association. The freedom of such employees to assist the Association shall be recognized as
20 extending to participation in the management of the Association, including presentation of the views of
21 the Association to the Board of Directors of the District or any other governmental body, group or
22 individual. The District shall neither encourage nor discourage membership in any employee
23 organization,

24
25 **Section 3.2.**

26 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
27 Association representatives and/or appropriate officials of the District.

28
29 **Section 3.3. Evaluations.**

30 All employees shall be evaluated annually by their supervisor. Probationary employees will be
31 evaluated within their first 90 days. All evaluations shall use the form included as Attachment A of
32 this Agreement. The evaluation process is intended to be consistent District-wide. A copy of any
33 evaluation shall be given to the employee within a week of completion of the evaluation. If an
34 employee receives an unsatisfactory evaluation, the employee shall receive specific suggestions of how
35 to improve work performance.

36
37 **Section 3.4.**

38 Employees, upon request, have the right to inspect all contents of their complete personnel files kept
39 within the District in the presence of a principal or superintendent. Anyone, at the employee's request,
40 may be present in this review. Any derogatory material not shown to an employee within ten (10) days
41 after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary
42 action against such employee. An employee shall have the right to attach his/her own written
43 comments relating to material in the files.

44
45 **Section 3.4.1.**

46 At the written request of an employee submitted to the Human Resources Department, and only
47 upon approval by the Superintendent and the employee's supervisor, all disciplinary material
48 contained in the personnel file shall be removed after two (2) years if the employee has not

1 been issued any subsequent disciplinary action. A request to remove disciplinary material from
2 the personnel file shall not be unreasonably denied. The decision of the Superintendent and
3 supervisor is not grievable with respect to materials relating to the following misconduct:
4 harassment, intimidation or bullying; on-duty use of alcohol, illegal drugs, or marijuana; or
5 conduct endangering students or causing harm to students.
6

7 **Section 3.5. Hiring Process.**

8 The value of representation from the classified employees in hiring practices is understood. Whenever
9 possible, classified employees from within the PSE bargaining unit will be included in the hiring
10 process.
11

12 It is understood that team leaders will make a good faith, reasonable effort to assemble a hiring team
13 that represents various interests and points of view related to the position in question.
14

15 Classified employees interested in serving on hiring process teams during the summer months will
16 provide their name, address and telephone number in writing to the District Office. The list will be
17 maintained by the District and accessed by team leaders, to help build their hiring team.
18
19

20
21 **ARTICLE IV**

22
23 **RIGHTS OF THE ASSOCIATION**
24

25 **Section 4.1.**

26 The Association has the right and responsibility to represent the interests of all employees in the
27 bargaining unit; to present their views to the District on matters of concern, either orally or in writing;
28 and to enter collective negotiations with the object of reaching an agreement applicable to all
29 employees within the bargaining unit.
30

31 **Section 4.2.**

32 The Association is entitled, at the employee's request, to have an observer at hearings conducted by
33 any District official or body arising out of grievance and to make known the Association's views
34 concerning the case.
35

36 **Section 4.3.**

37 The District shall send the following information about each member of the bargaining unit to Public
38 School Employees of Washington/SEIU Local 1948 of Washington by December 1st: name, address,
39 position held, member or non-member of Public School Employees of Washington/SEIU Local 1948,
40 FTE, wage rate, and HCA monthly contribution rate. The District shall provide Public School
41 Employees of Washington/SEIU Local 1948 with the above information for new employees
42 throughout the year.
43

44 **Section 4.4.**

45 The Association reserves and retains the right to delegate any right or duty contained herein, within the
46 scope of statute, to appropriate officials of the Public School Employees of Washington/SEIU Local
47 1948 State Organization.
48

1 **Section 4.5.**

2 It is mutually agreed that the Association will be involved in the development of the school calendar.
3

4 **Section 4.6.**

5 Neither the Association nor the District shall unlawfully discriminate against any employee subject to
6 this Agreement on the basis of age, race, religion, color, creed, national origin, sex, marital status,
7 domicile, or political activity, or the presence of any disability as per the ADA requirement.
8

9 **Section 4.7.**

10 The Association President and designated representatives may be provided time off without loss of pay
11 to a maximum of ten (10) days per year for the purpose of conducting Association business. The
12 Association agrees to reimburse the District for the full cost of substitutes required for such release
13 time. The Association President shall provide the Superintendent and the employee's supervisor at
14 least two (2) school business days advance notice of each employee's actual use of association leave.
15 No more than two (2) employees per single classification or four (4) total employees district-wide may
16 utilize such leave on any given day.
17
18
19

20 **ARTICLE V**

21 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

22 **Section 5.1.**

23 It is agreed and understood that matters appropriate for consultation and negotiation between the
24 District and the Association are policies, programs, and procedures relating to or affecting hours,
25 wages, grievance procedures and general working conditions of employees in the bargaining unit
26 subject to this Agreement.
27
28
29

30 **Section 5.2.**

31 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
32 the other party to advise, discuss or consult regarding matters concerning working conditions not
33 covered by this Agreement.
34

35 **Section 5.3. Conference Committee.**

36 The Association will designate a Conference Committee of no less than three (3) members and not
37 larger than the Association's Executive Board. The Conference Committee's purpose is to meet with
38 the Superintendent and/or designee, and other representatives designated by the Superintendent, on a
39 mutually agreeable regular basis to discuss interests related to this Collective Bargaining Agreement.
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ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1.

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest. Any exception to the aforementioned workweek must be mutually approved by the parties.

Section 6.2.

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 ten (10) workdays; provided, however, that such notice may be waived by the employee.

Section 6.3.

The District shall establish and assign work shifts to each employee with designated times of beginning and ending. Each shift shall include adequate time to perform assigned duties, plus rest periods of four (4) minutes for each hour of work (portion of hours shall be rounded to the next one-fourth increment). Shifts in excess of four (4) hours per day shall include, in addition to the above, a lunch period of not less than thirty (30) minutes to be as near the middle of the shift as possible. For transportation employees, extra trips will be considered as a part of the shift for the day for the purpose of planning breaks.

Section 6.3.1.

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

Section 6.4. Custodial Shift Differential.

Shift differential pay, as set forth in Schedule A, worked by custodians will be granted for all hours worked after 4:00 P.M. The shift differential pay shall be sixty (\$0.60) cents per hour, which shall be in addition to the employee's regular rate of pay as expressed on Schedule A.

Shift differential applies to school days only with the understanding that employees work a shift that ends not later than 4:00 P.M. on non-student days unless otherwise approved in advance by the employee's supervisor. In such instances, the employee shall be entitled to the shift differential, unless such time worked is paid at the overtime rate.

Section 6.4.1. Extra Custodial Work.

Extra custodial work shall first be offered on a seniority basis within a specific building. If no custodian in the building bids for the extra work, it will be offered to the general custodial classification. If no one bids as specified above, the work shall be offered to entire general job classification on a seniority basis.

1 **Section 6.4.2. Substitute Lead Custodians**

2 The ability to substitute for an absent lead custodian shall be offered on a seniority basis within
3 that lead custodian's building pursuant to Section 9.7. If no custodians are willing or available
4 to fill the position in that building, the District will assign a substitute.

5
6 **Section 6.5.**

7 Employees requested to work the entire shift of a position regularly filled by an employee in a higher
8 paid classification in lieu of their own regular shift shall receive the hourly rate for the higher paid
9 classification, at the incremental step level of the employee requested to work the shift. Employees
10 requested to work the entire shift of a position regularly filled by an employee in a lower paid
11 classification in lieu of their own regular shift shall receive the hourly rate for the classification of the
12 employee requested to work the shift.

13
14 **Section 6.6. Transportation - Regular Routes.**

15 Recognizing that personnel in the Transportation classification present special shift problems, the
16 parties agree that shifts shall be established in that classification in relation to routes and driving times
17 requisite to fulfilling tasks assigned by the Transportation Director; provided, however, that employees
18 in the Transportation classification shall be entitled to the benefits of Section 6.3 to the same degree as
19 any other employee; and provided further that all bus drivers shall receive pay for one-half (½) hour
20 per day for the purpose of bus pre-trip inspection and fueling in addition to actual hours of driving
21 time. A regular route is defined as a minimum of two (2) hours per shift, either an AM or PM route.
22 For purposes of calculating a minimum shift, the thirty (30) minutes provided for bus pre-trip
23 inspection and fueling shall be included as part of the two (2) hour minimum. In addition, each driver
24 shall receive one (1) hour per week for the purposes of bus cleaning, paperwork or other necessary task
25 assigned by the Transportation Director.

26
27 All trips other than regular daily scheduled bus routes shall be compensated at the employee's base
28 hourly rate for the duration of the trip, except as provided herein. Employees shall be paid for actual
29 layover time to a maximum of one (1) hour per day when connecting routes occur within a shift; break
30 time shall be taken within this layover period, provided, however, break time cannot be used to modify
31 unpaid layover time. Those employees who do not get layover time equal to or greater than total break
32 time, shall receive pay for unused break time in addition to regular hours of work.

33
34 Shifts scheduled with more than one (1) hour layover due to early release or special scheduling, shall
35 be compensated in the following manner: Two (2) hours pay for the first route plus one-half (1/2) of
36 the total shift time for the second route, added together for a total time. Example: A three (3) hour
37 shift would be compensated for three and one-half (3-1/2) hours. Two (2) hours for the first route,
38 three (3) divided by two (2) equals one and one-half (1-1/2) hours for the second route, totaling three
39 and one-half (3-1/2) hours.

40
41 Drivers will receive a minimum of one (1) hour pay for each Drivers' Staff Meeting. Drivers shall
42 receive a minimum of two (2) hours pay for each duty call. A duty call is defined as any work other
43 than the normal work shift and workday, noncontiguous with the normal work shift or workday. The
44 District shall, insofar as possible, provide senior drivers the opportunity to work eight (8) hours.

45
46 Due to minimum shift time, drivers may have unworked paid time. Drivers may flex their unworked
47 paid time during the week, when approved by the supervisor. However, flex time may not be used to
48 cover trips normally assigned via the rotating trip roster. If the driver chooses not to flex his/her

1 unworked paid time, the driver may be required to perform additional job-related duties, as assigned by
2 the supervisor, at the time of their paid shift.

3
4 **Section 6.6.1.**

5 The Transportation Director shall post, five (5) workdays prior to the annual bid meeting, the
6 route duties for the current school year. Route times will be indicated as accurately as possible.
7 Drivers will be able to choose routes according to seniority.

8
9 Bus routes that are increased or decreased by one (1) hour or more per day during the school
10 year, shall be posted as provided in Article IX, Sections 9.7 and 9.10 of this Agreement, and
11 shall be subject to both bidding and bumping rights. All drivers interested in posted bus routes
12 shall be required to attend a meeting called by the Transportation Director no later than five (5)
13 workdays after posting of routes and duties.

14
15 In extraordinary circumstances related to student needs, and after consultation with the
16 Association and affected drivers, the District may transfer drivers from one route to another for
17 the balance of the school year. Transferred drivers will not suffer a reduction of benefits or
18 hours.

19
20 **Section 6.6.1.1. Transportation - Late Routes.**

21 Late Routes shall be defined as a Jr/Sr High School after school activity route that
22 originates from the high school campus, scheduled after the p.m. route. In support of
23 the regular daily school schedule, late routes shall be compensated in accordance with
24 Schedule A herein as follows:

- 25
26 A. Glacier or Cain Lake: duration of trip: 1.5 hours, compensation: 1.5 times
27 hourly bus driver rate.
28
29 B. Harmony/Goshen: duration of trip: 1.25 hours, compensation: 1.5 times hourly
30 bus driver rate.

31
32 For drivers on late routes, overtime hours to be paid at 1.5 times the hourly rate shall be
33 calculated as total hours above 40 less the late route hours already paid at 1.5 hours
34 paid.

35
36 **Section 6.6.1.1.1.**

37 Regular drivers signing up for late runs shall sign up at biddings held at the start
38 of each semester. If a driver misses more than 10% of their assigned late runs in
39 a semester for reasons not covered under Section 8.1.2 or Section 8.2 of this
40 Agreement, that driver will not be eligible to drive their late runs for the
41 duration of the semester and will not be allowed to bid for a late run the
42 following semester.

43
44 **Section 6.6.1.2. Transportation - Midday Routes.**

45 Drivers will receive a minimum of one (1) hour pay for each midday route.
46
47
48

1 **Section 6.6.1.3.**

2 Regular drivers signing up for the substitute midday routes and the ski bus roster shall
3 sign up at the annual bid meeting.

4
5 **Section 6.6.2. Transportation - Extra Trips:**

6 Extra Trips are defined as all trips other than those specified above as routes.

7
8 **A. All Extra Trips:**

- 9 1. Drivers will be paid for their regular assigned route or for the duration of the trip
10 whichever is greater.
- 11
12 2. Drivers to be compensated at one and one-half (1.5) times the stated rate for all hours
13 worked over forty (40) during any workweek.
- 14
15 3. The driver is expected to be available for supervision while on site with the exception of
16 breaks and meals.
- 17
18 4. The driver is expected to notify the trip advisor when they are taking breaks or meals.

19
20 Overnight trips shall be compensated as follows: The day of departure and the day of return
21 drivers shall be paid pre-trip to post-trip and for any time spent supervising the event. On
22 additional days, drivers shall receive six (6) hours of pay or payment for actual time worked,
23 whichever is greater. It is understood that an eight (8) hour unpaid, duty free, rest period will
24 be provided for each twenty-four (24) hours worked, and individual lodging will be provided
25 for drivers assigned to overnight trips when it is available.

26
27 **B. Assignment:**

28 All trips, other than the exceptions noted below, shall be assigned via a rotating roster. Ski
29 trips shall be assigned via a separate rotating roster.

30
31 Exceptions:

- 32 1. Regularly assigned daily routes.
- 33
34 2. Late routes.
- 35
36 3. Trips which conflict with an employee's scheduled route or work shift. Provided,
37 however, if an overnight trip or an extra trip of more than four and one-half (4-1/2)
38 hours conflicts with an employee's scheduled route or work shift, that trip shall be
39 subject to the roster.
- 40
41 4. Past practice of vocational agriculture: Vocational Agriculture teachers (total of 3) shall
42 be allowed to transport students in a school bus only during normal classroom hours.
43 Such school bus transportation shall be limited to the area of Whatcom County.
- 44
45 5. The District may contract use of a total of four (4) "Motor Coach Style" busses for no
46 more than three (3) school-related activities.
- 47
48

1 **Section 6.6.2.1. Extra Trip Roster – Red Dot System.**

2 The Red Dot System is used to manage the Extra Trip Roster (ETR) after it is
3 established at the start of each school year.

- 4
- 5 1. Non-Probationary Drivers may sign up voluntarily for the ETR twice annually.
6 First semester the sign-up will take place at the annual bid meeting. Sign-up for
7 second semester shall take place during the ten (10) school days prior to winter
8 break.
- 9
- 10 2. Drivers are listed in order of seniority, beginning with the most senior to least
11 senior for the first semester ETR. Drivers being added to the rotating roster
12 during the school year shall be added to the bottom of the current roster.
- 13
- 14 3. Drivers may accept or pass an available trip.
- 15
- 16 4. A driver who passes, receives a red dot and moves to the bottom of the roster.
- 17
- 18 5. Two passes (red dots) per semester shall result in removal from the ETR for the
19 remainder of that semester.
- 20
- 21 6. The driver who accepts an available trip immediately moves to the bottom of the
22 ETR.
- 23
- 24 7. The driver who initially accepts and later passes an available trip receives a red
25 dot and goes to the bottom of the ETR.
- 26
- 27 8. The exceptions are for:
- 28 a. Conflict with other school-related work that has been approved or
29 assigned prior to the ETR. A driver may elect to pass on a roster trip if
30 their scheduled hours of driving or school-related work are not increased
31 by one (1) hour or more.
- 32
- 33 b. Conflict with jury duty, bereavement leave or medical emergency. If an
34 employee claims a medical emergency as a reason for passing on an
35 available trip, the employee shall be required to provide to the
36 Transportation Director documentation of such emergency.
- 37
- 38 c. Late (less than 24 hours) notice.
- 39
- 40 d. A red dot shall not be assigned for trips not taken on dates that coincide
41 with paid leave or vacation already approved by the Transportation
42 Director before the date and time that the ETR is posted.
- 43
- 44 e. A red dot will not be assigned for trips not taken during pre-approved
45 commitments/appointments on non-workday(s)/hour(s). Pre-approval
46 requests must be submitted to the Transportation Director a minimum of
47 five (5) workdays prior to the commitment/appointment.
- 48

1 All of the above exceptions result in the driver being placed at the bottom of the
2 ETR and no red dot will be assigned for the trip not taken. Trips being turned
3 down due to an above exception must be turned down by 12:00 p.m. on the next
4 workday of being assigned the trip. After 12:00 p.m., the driver would receive a
5 red dot and move to the bottom of the ETR, except when 8-B above, applies.
6

- 7
- 8 9. If no driver on the ETR accepts a trip, then the trip is made available to the
9 drivers who are not on the ETR, then subs if necessary.
- 10
- 11 10. New drivers may sign up for the ETR in the fifteen (15) day period following
12 completion of the probationary period. The driver is responsible to initiate this
13 process.
- 14
- 15 11. No red dot will be assigned, and the driver will not rotate to the bottom of the
16 ETR in the eventuality of two (2) conflicting trips being assigned on the same
17 day.

18 **Section 6.6.2.2. Annual Bus Cleaning.**

19 Bus drivers who are required by their supervisor to clean their bus at the end of the
20 school year shall receive up to three (3) hours pay for such cleaning, which will be
21 subject to inspection by the Director of Facilities and Transportation.
22

23 **Section 6.6.2.3. Drug Testing.**

24 The parties mutually agree to the following conditions for the mandatory alcohol and
25 controlled substance testing of employees in positions that require a commercial
26 driver's license:
27

- 28
- 29 A. A positive result of a drug and/or alcohol test shall be reason for disciplinary
30 action that is in keeping with the just cause and due process standards as set
31 forth in this Agreement. Discipline imposed as a result of positive testing shall
32 be appropriate to the severity of the offense. Procedures for determining
33 whether or not reinstatement to duty will be allowed are to be applied in a
34 consistent manner.
- 35
- 36 B. An employee shall not be required to undergo procedures related to testing on a
37 District scheduled non-workday.
- 38
- 39 C. Pay for testing costs.
- 40
- 41 1. The District shall pay the costs of procedures involved in:
42 a. Random testing;
43 b. Reasonable suspicion testing;
44 c. Post-accident testing;
45 d. Time required to take the drug test.
- 46
- 47 2. The employee will be responsible to pay for the costs of procedures
48 involved in:
a. Return-to-work testing;

- b. Follow-up testing prescribed by a Substance Abuse Professional or medical practitioner;
- c. Return-to-work agreement;
- d. Employee-selected testing.

- D. Employees required to possess a Commercial Driver's License will receive information from the District about the District's testing requirements. The failure of an employee to receive information as described may be grievable in a disciplinary proceeding only to the extent that such failure violates the due process and/or just cause standards.
- E. Test data and results shall be kept in a confidential file that is separate from the employee's personnel file with the exception that testing information and date which demonstrate a positive result for the use of alcohol and/or drugs will be placed in the employee's personnel file and may serve as the basis for disciplinary action.
- F. Following a positive testing result, the employee shall be placed on a paid leave until the District makes a final determination about disciplinary action, if any, that may be warranted by the circumstances that resulted in the positive test.
- G. An employee who voluntarily comes forward to inform the District of abuse or of dependency on alcohol or other drug(s) and of his/her immediate entry into a licensed treatment program will be placed on leave without pay or benefits. Reinstatement will depend on the outcomes of the treatment program, pending disciplinary action (if any) and the results of return-to-work testing.

Section 6.7. Overtime.

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

Section 6.7.1.

All hours worked in excess of forty (40) hours per week will be "overtime" hours and shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate. All hours paid in excess of forty (40) hours per week due to a paid holiday will be "overtime" hours and shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate. If the employee takes any leave during the holiday week, the hours of leave will be subtracted from the 40 hours.

- A. Compensatory time may be accrued up to a maximum of forty (40) hours. After the employee has reached the maximum allowable forty (40) hours accrued compensatory time and does not use it as time off, all subsequent overtime must be paid to the employee as monetary compensation.

1 B. An employee who has unused accrued compensatory time may request to use his/her
2 compensatory time and the request must be granted within a reasonable time so long as
3 it does not unduly disrupt the District's normal operations.

4
5 C. Unused compensatory time due to the employee shall be paid in the September
6 paycheck for the preceding year or at the time of his/her leaving employment shall be
7 paid to the employee in his/her final paycheck if prior to year end. Records shall be
8 maintained at the building level.

9
10 **Section 6.7.2.**

11 All hours worked on the sixth (6th) consecutive day of work and paid holidays, if any, that are
12 in excess of forty (40) paid hours per week, shall be compensated at the rate of one and one-
13 half (1½) times the employee's base pay.

14
15 **Section 6.7.3.**

16 All hours worked on the seventh (7th) consecutive day of work and paid holidays, if any, that
17 are in excess of forty (40) paid hours per week, shall be compensated at the rate of twice the
18 employee's base pay.

19
20 **Section 6.7.4.**

21 Employees managing alarm calls between 10:00 PM and 6:00 AM shall be paid for one (1)
22 hour minimum or actual time, whichever is greater. Employees called back outside of an
23 employee's regular shift will be compensated at one and one-half (1.5) times the stated rate or
24 two (2) hours pay, whichever is greater.

25
26 **Section 6.7.5.**

27 No overtime or extra pay will be paid to any employee except that which has been approved
28 prior to the time worked by the Superintendent or person authorized by the Superintendent to
29 approve the overtime work.

30
31 **Section 6.8. Four (4) Day Workweek.**

32 It is mutually agreed that the parties will meet annually, prior to May 1st, to discuss possible
33 implementation of a four (4) day week for summer work. The final decision as to whether or not the
34 four (4) day schedule will be implemented rests with the District Superintendent. The decision of the
35 Superintendent is binding and not subject to the grievance procedure. Should the four (4) day schedule
36 be implemented, it shall be under the following terms:

37
38 **Section 6.8.1. Overtime - Four (4) Day Workweek.**

39 Hours of work and overtime of employees working four (4) 10-hour days per workweek.

40
41 **Section 6.8.2.**

42 The workweek shall consist of four (4) consecutive days commencing Monday or Tuesday,
43 followed by three (3) consecutive days of rest, Friday, Saturday and Sunday, or Saturday,
44 Sunday and Monday, as appropriate.

45
46 **Section 6.8.3.**

47 The shift shall be ten and one-half (10-1/2) hours a day, including a thirty (30) minute
48 uninterrupted lunch period as near the middle of the shift as is practicable, and also including a

1 twenty (20) minute first half and a twenty (20) minute second half rest period, both of which
2 rest periods shall occur as near the middle of each shift as practicable. EXCEPTION: Unless
3 otherwise agreed to by the employee and supervisor.
4

5 **Section 6.8.4.**

6 Overtime provisions unique to employees assigned pursuant to Section 6.8:

7
8 **Section 6.8.4.1.**

9 All hours worked on the fifth (5th) and sixth (6th) consecutive day of work and holiday,
10 if any, that are in excess of forty (40) paid hours per week shall be compensated at the
11 rate of one and one-half (1½) times the employee's regular hourly rate.
12

13 **Section 6.8.4.2.**

14 All actual hours worked on the seventh (7th) consecutive day of work and holiday, if
15 any, that are in excess of forty (40) paid hours per week shall be compensated at the rate
16 of two (2) times the employee's regular hourly rate of pay.
17

18 **Section 6.8.4.3.**

19 Employees called back on a regular workday, or called on the fifth (5th), sixth (6th), or
20 seventh (7th) day shall receive no less than two (2) hours pay at the appropriate rate,
21 and if more than four (4) hours are worked under such circumstances, the employee
22 shall receive an appropriate lunch period.
23
24
25

26 **ARTICLE VII**

27 **HOLIDAYS AND VACATIONS**

28
29
30 **Section 7.1. Holidays.**

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

- 32
- | | |
|--|----------------------------|
| 33 1. New Year's Day | 7. Labor Day |
| 34 2. Martin Luther King Day | 8. Veterans' Day |
| 35 3. Washington's Birthday | 9. Thanksgiving Day |
| 36 4. Memorial Day | 10. Day after Thanksgiving |
| 37 5. Independence Day | 11. Day before Christmas |
| 38 6. Day before or after Independence Day | 12. Christmas Day |
- 39

40 **Section 7.1.1. Un-worked Holidays.**

41 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect
42 at the time the holiday occurs. Employees who are on the active payroll on the holiday and
43 have worked either their last scheduled shift preceding the holiday or their first scheduled shift
44 succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such un-
45 worked holiday. An exception to this requirement will occur if employees can furnish proof
46 satisfactory to the District that because of illness they were unable to work on either of such
47 shifts, and the absence previous to such holiday, by reason of such illness, has not been longer
48 than thirty (30) regular workdays.

1 **Section 7.1.2.**

2 Holidays that fall on a Saturday will be observed on the preceding Friday and holidays that fall
3 on a Sunday will be observed on the following Monday.

4
5 **Section 7.1.3. Worked Holidays.**

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

8
9 **Section 7.1.4.**

10 If a holiday occurs during the time that an employee is using vacation leave, the holiday shall
11 not be counted as a vacation day.

12
13 **Section 7.2. Vacations.**

14 Beginning with the first (1st) through fifth (5th) year of employment, employees shall receive ten (10)
15 days vacation per year. Beginning with the sixth (6th) year of employment, one (1) additional day will
16 be added each year until by the completion of the fifteenth (15th) year of employment a maximum of
17 twenty (20) days will be granted. Regular part-time employees and those hired after the beginning of
18 the school year will be granted prorated vacation credits per Article XVII, Section 17.8. Hours worked
19 by employees hired for summer school specific activities shall not result in increased accumulation of
20 vacation days, instead these employees shall receive a shift differential as stated in Section 17.14.

21
22 **Section 7.2.1.**

23 Vacation dates shall generally be arranged to fit into the regular summer vacation period. Full-
24 time employees (eight (8) hours per day, twelve (12) months per year) desiring to take vacation
25 at times other than during the summer vacation period may request dates to the Superintendent
26 or his/her designee. Effort will be made to accommodate those dates while not disrupting the
27 normal workflow.

28
29 **Section 7.2.2.**

30 Time on layoff and time on authorized leave of absence will be counted as continuous service
31 for the purpose of establishing and retaining eligibility dates, pursuant to Article VIII, Section
32 8.6.3, and Article IX, Section 9.5.

33
34 **Section 7.2.3.**

35 Except as provided in the following section, any vacation credit currently due but unused by the
36 new accrual date each year may be carried over for one (1) year following the accrual date with
37 the approval of the immediate supervisor and administration. No vacation may be carried over
38 for more than one (1) year beyond the date on which it became due; provided, however, no
39 employee shall be denied accrued vacation benefits due to District employment needs.

40
41 **Section 7.2.4. Vacation for Less than Twelve Month Employees.**

42 Employees who work less than twelve (12) months per year shall receive payment for unused
43 accrued vacation days as follows:

- 44
45 A. Employees who work less than twelve (12) months shall receive pro-rated monthly
46 payments calculated by dividing the amount of unused accrued vacation days by the
47 number of pay periods remaining in the budget year.
48

1 B. Any employee whose employment terminates for any reason shall receive payment for
2 his/her unused accrued vacation days in his/her final paycheck.
3

4 **Section 7.2.5. Year - Round Employees.**

5 Vacation time will be accrued on a prorated monthly basis according to each month's hours as
6 a percentage of either 2,080 hours (260-day work year) or 2088 hours (261-day work year)
7 whichever is applicable.
8

9 **Section 7.2.5.1. For Year - Round Employee Only.**

10 Vacation credits may not be used during the first six (6) months of a person's
11 employment.
12

13
14
15 **ARTICLE VIII**

16
17 **LEAVES**
18

19 **Section 8.1. Sick Leave.**
20

21 **Section 8.1.1. Amount.**

22 Sick leave will be granted to each employee at the rate of one (1) day of sick leave for each
23 calendar month worked; provided, however, that no employee shall accumulate less than ten
24 (10) days of sick leave per school year. New employees hired during the year shall receive
25 prorated sick leave benefits. Sick leave shall be vested when earned and may be accumulated
26 up to the legal maximum. The employee shall be entitled to the projected number of days of
27 sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of
28 base hourly rate applicable to the employee's normal daily work shift; provided, however, that
29 should an employee's normal daily work shift increase or decrease subsequent to an
30 accumulation of days of sick leave, sick leave benefits will be paid in accordance with the
31 employee's normal daily work shift at the time the sick leave is taken, and the accumulated
32 benefits will be expended on an hourly rather than a daily basis. Hours worked by employees
33 hired for summer school specific activities shall not result in increased accumulation of sick
34 leave, instead these employees shall receive a shift differential as stated in Section 17.14.
35

36 **Section 8.1.1.2**

37 Substitute employees shall accrue sick leave in accordance with the requirements of the
38 Revised Code of Washington and the Washington Administrative Code. Substitute
39 employees shall accrue at least one (1) hour of sick leave for every forty (40) hours
40 worked.
41

42 **Section 8.1.2. Reasons.**

43 Sick leave may be used (a) for the employee's own illness, injury; or health condition; (b) to
44 care for a family member with an illness, injury, or health condition; (c) to care for a family
45 member who needs medical diagnosis, care, or treatment of an illness, injury, or health
46 condition; (d) to care for a family member who needs preventive medical care; or (e) when
47 either the employee's worksite or the employee's dependent child's school or place of care has
48 been closed by a public health official for any health-related reason.

1 **Section 8.1.3. Medical Certification.**

2 After five (5) or more consecutive days of sick leave, a doctor's letter supporting the reason for
3 the leave shall be required. In addition, if an employee uses sick leave in a pattern that indicates
4 abuse of sick leave during the course of a single school year, as determined by the
5 Superintendent in consultation with the Association, a doctor's letter supporting the reason for
6 the leave shall be required.

7
8 **Section 8.1.4. Sick Leave Attendance Incentive Program.**

9
10 **Section 8.1.4.1. Annual.**

11 In January of the year following any year in which a minimum of sixty (60) days of
12 leave for illness or injury is accrued, and each January thereafter, any eligible employee
13 may exercise an option to receive remuneration for unused leave for illness or injury
14 accumulated in the previous year at a rate equal to one (1) day's monetary
15 compensation of the employee for each four (4) full days of accrued leave for illness or
16 injury in excess of sixty (60) days. Leave for illness or injury for which compensation
17 has been received shall be deducted from accrued leave for illness or injury at the rate
18 of four (4) days for every one (1) day's monetary compensation. Employees will
19 receive payment for their accumulated sick leave no later than their March paycheck.

20
21 **Section 8.1.4.2. Upon Separation from Employment.**

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

26
27 **Section 8.1.5.**

28 In the event employees are absent for reasons which are covered by Industrial Insurance, the
29 District shall pay the employee an amount equal to the difference between the amount paid the
30 employee by the Department of Labor and Industries and the amount the employee would
31 normally earn. A deduction shall be made from the employee's accumulated sick leave in
32 accordance with the amount paid to the employee by the District. The District shall pay the
33 employee his/her full compensation if the employee chooses to use sick leave. If the employee
34 receives L & I time-loss payment, he/she shall sign over to the District his/her check and the
35 District will add back in to the employee's sick leave balance the hours that are equal to the
36 amount of the check using the employee's hourly rate.

37
38 **Section 8.1.6.**

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

42
43 **Section 8.1.7. Leave Sharing.**

44 An employee may donate annual leave and/or sick leave to another employee in accordance
45 with the requirements of RCW 28A.400.380 and WAC 392-126. Pursuant to WAC 392-126,
46 such leave may only be used by and donated to an employee who is suffering from or has a
47 relative or household member suffering from an extraordinary or severe illness, injury,
48 impairment, or physical or mental condition, or who has been called to service in the uniformed

1 services, which has caused or is likely to cause the employee to take leave without pay or
2 terminate his or her employment. Also pursuant to WAC 392-126, the District shall require the
3 requesting employee to submit, prior to approval or disapproval, documentation from a licensed
4 physician or other authorized health care practitioner verifying the severe or extraordinary
5 nature and expected duration of the condition, or orders verifying the employee has been called
6 to service in the uniformed services.

7
8 Employees may only make requests for donation of leave in writing to the Payroll Benefit
9 Specialist. Such requests may be sent a maximum of two times for each incident requiring
10 leave.

11
12 **Section 8.2. Bereavement Leave.**

13 Up to three (3) days of paid leave shall be granted per occurrence for bereavement of a household
14 member or relative. Such leave is noncumulative and shall not be deducted from sick leave. Written
15 requests for additional paid bereavement leave days must be approved by the superintendent. In the
16 event of death of a significant friend, up to three days may be used and will be deducted from the
17 employee's sick leave.

18
19 **Section 8.3. Personal Leave.**

20 Each less than full-time employee shall be granted, upon request, three (3) days per year for personal
21 leave that is in addition to sick leave. Each full-time (twelve-month) employee shall be granted, upon
22 request, four (4) days of personal leave that is in addition to sick leave. The following conditions shall
23 apply:

- 24
25 A. Twenty-four (24) hours notice must be provided to the individual's supervisor/designee. The
26 aforementioned notice may be waived in the case of an emergency or by mutual agreement
27 between an employee and the employee's supervisor.
- 28
29 B. A maximum of two (2) classified employees per building or department per day may utilize
30 personal leave. The junior high and senior high are considered separate buildings.
- 31
32 C. Personal leave shall not be granted during the following periods:
- 33
34 1. The five (5) business days prior to the first day of school for students.
- 35
36 2. The first five (5) student attendance days.
- 37
38 3. The last five (5) student attendance days.
- 39
40 4. Personal leave shall not be allowed during the first five (5) days or the last five (5) days
41 of the individual's employment.
- 42
43 D. Personal leave may be used to extend the winter and spring break. No more than two people
44 from each building and transportation/maintenance will be allowed to take personal leave on
45 any given day to extend winter and/or spring break. Request for personal leave by the
46 employee must be submitted at least 15 school days prior to the first day of winter and/or
47 spring break. Approval or rejection of the request for personal leave by the supervisor must be
48 given within five (5) school days from the date of request. Final approval or rejection of

1 request for personal leave by building or maintenance/transportation supervisor will be based
2 upon:

- 3
- 4 1. Critical Mass – specific impact to the program unique to the circumstance.
- 5
- 6 2. Availability of competent and qualified substitutes.
- 7

8 Support staff consideration will be based on the following assignments: Nurses by building;
9 Child Nutrition Services by building; Printer, career center – high school: main Child Nutrition
10 Services kitchen – junior high: special services – junior high.

- 11
- 12 E. Personal leave entitlement shall be computed on the basis of an employees regular workday.
- 13
- 14 F. Personal leave may be used during the last five (5) days of the school year for the purpose of
15 attending graduation-related events for the employee's child(ren).
- 16 G. Two (2) days of unused personal leave may be carried over to the next year, giving the
17 employee a total of no more than five (5) days in that second year. This can be continued each
18 year; however, no employee shall have more than five (5) personal days in a given year.
19 Twelve-month employees may carryover up to two (2) unused personal leave days to the next
20 year, giving the employee a total of six (6) days the second year. This can be continued each
21 year; however, no twelve-month employee shall have more than six (6) personal days.
- 22
- 23 H. The District will buy back any number of the unused or carry-over personal leave days accrued
24 by the employee that would be forfeited if not utilized. Payment will be at the employee's
25 regular rate of pay and received in the employee's August paycheck.
- 26
- 27 I. Hours worked by employees hired for summer school specific activities shall not result in
28 increased accumulation of personal leave, instead these employees shall receive a shift
29 differential as stated in Section 17.14.
- 30

31 **Section 8.3.I. Emergency Leave.**

32 Emergency leave may be granted for no more than three (3) days per year and is
33 noncumulative. It is to be charged against sick leave. In the event an extension is required in a
34 major situation due to uncontrollable circumstances, the employee may request an additional
35 two (2) days of emergency leave from the Superintendent.

36
37 Emergency leave is defined as follows:

- 38
- 39 1. The situation must have been suddenly precipitated; must be of such a nature that
40 preplanning is not possible, or where preplanning could not relieve the necessity of the
41 employee's absence.
- 42
- 43 2. The situation must be of major importance and not mere convenience.
- 44
- 45 3. Car trouble, with the exception of an accident, shall not be a valid reason for use of
46 emergency leave.
- 47
- 48

- 1 4. The problem cannot be corrected with an extension of any other form of authorized
2 leave (including the use of personal leave) except bereavement leave.
- 3
- 4 5. Applications requesting consideration for an absence under the emergency leave
5 provision shall be made in written form and addressed to the Superintendent within five
6 (5) days after the return to duty.
- 7
- 8 6. The Superintendent shall be the authority responsible for approving or disapproving the
9 emergency leave application. If the employee's request is denied, the Superintendent
10 will specify to the employee the grounds for denial. The employee may appeal the
11 Superintendent's decision to the School Board. In the case of disapproval, notification
12 shall be received by the employee prior to salary reduction.
- 13

14 **Section 8.4. Maternity Leave.**

15 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at
16 such time as the employee, and her medical advisor, deem necessary. Employees granted maternity
17 leave must return to work not later than one (1) year following the granting of the maternity leave.
18 Employees granted maternity leave may, at their option, be allowed compensation for maternity leave
19 in accordance with Section 8.1.1 above. Before returning to work, the employee must be certified by
20 her physician as ready and able to return.

21

22 **Section 8.4.1.**

23 Employees requesting maternity leave and/or returning to work in accordance with Section 8.4,
24 shall submit a letter to the District as far in advance of the planned absence, or return to work,
25 as practicable.

26

27 **Section 8.5. Judicial Leave.**

28 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
29 as a codefendant with the District, such employee shall receive a normal day's pay for each day of
30 required presence in court. In the event that an employee is a party in a court action, such employee
31 may request a leave of absence.

32

33 **Section 8.6. Leave of Absence.**

34

35 **Section 8.6.1.**

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

40

41 **Section 8.6.1.1.**

42 The employee must provide written notification to the superintendent by not later than
43 April 1 of the leave year, of his/her intention to return to employment in the following
44 year provided that in the event of a leave-of-absence that is related to a medical or
45 health related condition the employee may request an extension of the leave of absence
46 by not later than April 1 as allowed in Section 8.6.1. of this Agreement.

1 In the event such notification is not received by the superintendent by April 1, the
2 employee shall be considered to have resigned from employment.

3
4 **Section 8.6.2.**

5 The returning employee will be assigned to the same site, if possible, or a position comparable
6 to the position occupied before the leave of absence. Employees hired to fill positions of
7 employees on leave of absence will be hired for a specific period of time, during which they
8 shall be subject to all provisions of this Agreement. It shall be the responsibility of the
9 employer to inform replacement employees of these provisions.

10
11 **Section 8.6.3.**

12 The employee will retain accrued sick leave, vested vacation rights, and seniority while on
13 leave of absence. However, vacation credits, Schedule A step placement sick leave and
14 seniority shall not accrue while an employee is on leave of absence; provided, however, that if
15 such leave is approved for extended illness or injury, seniority shall accrue.

16
17 **Section 8.7. Military Leave.**

18 An employee serving as a member of the National Guard or any Reserve Component of the United
19 States Armed Forces is entitled to leave with pay for active duty required in fulfillment of military
20 obligation, upon application therefore, for a period not exceeding fifteen (15) calendar days in any one
21 calendar year provided that he/she must have been employed in the Mount Baker School District for a
22 period of six (6) months immediately preceding his/her application for military leave.

23
24 **Section 8.8. Operational Closure.**

25 Employees who are unable to work due to the closure of their building may charge their unworked
26 time to sick leave, vacation leave, or unpaid leave, or they may elect to work the hours missed due to
27 operational closure at a later date upon arrangement with their supervisor. Employees who take leave
28 without pay due to a building closure will not be deemed ineligible for holiday pay pursuant to Section
29 7.1.1. because of such leave.

30
31 **Section 8.9.**

32 The District agrees to provide employees benefits under the provisions of the State and Federal
33 Medical Leave Act of 1993.

34
35
36
37 **ARTICLE IX**

38
39 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

40
41 **Section 9.1.**

42 The seniority of an employee within the bargaining unit shall be established as of the date on which the
43 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be
44 lost as hereinafter provided.

45
46 In the event more than one employee in a general job classification, is awarded the same seniority date,
47 the question of seniority among those employees shall be determined within thirty (30) days of hire by
48 a draw of cards (conventional fifty-two card deck, utilizing one suit, Ace to be considered the highest

1 card). The employees will draw their cards at the same time, on the same day and at the same place.
2 Determination of seniority in like cases during previous agreements shall be observed during this
3 agreement and future agreements.
4

5 The District and the Association shall publish annually an official dated seniority list, ranking all
6 employees in each of the general job classifications.
7

8 **Section 9.1.1.**

9 Included substitutes shall accrue seniority only in the manner described in Section 9.1.2.
10

11 **Section 9.1.2. Substitutes.**

12 Shall be defined as follows:
13

- 14 A. **SUBSTITUTES** - are individuals who work in one or more positions on an as-needed,
15 call-in basis.
- 16
- 17 1. Substitutes shall be paid at Step 1 of the Schedule A for the appropriate
18 classification worked in.
- 19
- 20 2. No hire date and/or seniority status will be attained by substitutes, except as
21 provided hereinafter in Item B.
- 22
- 23 B. **SUBSTITUTES** - may become a regular employee in a position in which he/she has
24 been substituting on a continuing basis prior to appointment as a regular employee.
- 25
- 26 1. The probationary status of a substitute in this situation shall begin on the first
27 day of regular employment as provided in Section 9.2.
- 28
- 29
- 30 2. If the individual continues to be employed following completion of the
31 probationary period, the individual's "hire date" shall be made retroactive to the
32 first day of continuous daily employment in the position to which he/she was
33 appointed as a regular employee.
34
- 35 C. **TRACKING OF DAYS WORKED.**
- 36
- 37 1. The District accepts responsibility for tracking the number of continuous days
38 worked as documented on the time record signed by the substitute and verified
39 by the supervisor. The District will notify substitutes of change of status in a
40 timely manner.
- 41
- 42 2. Individual substitutes are responsible for tracking the number of non-continuous
43 days worked as documented on the time record signed by the substitute and
44 verified by the supervisor. The individual substitute shall be responsible to
45 communicate with the Payroll Specialist about the substitute's eligibility to
46 move to the regular hourly rate.
47
48

1 **Section 9.1.3. Interim Positions.**

2 Interim positions are those that exist and are filled for a specifically limited period of time
3 and/or during existence of specifically limited situations.
4

- 5 A. A probationary period as defined in Section 9.2 shall be established for each interim
6 position. A hire date will be established only if the person continues to be employed
7 following completion of the probationary period.
8

9 **Section 9.1.4.**

10 It is advised that all substitutes and employees keep a personal copy of their time card.
11

12 **Section 9.2.**

13 Each new hire shall remain in a probationary status for a period of not more than ninety (90) calendar
14 days following the hire date, during the Instructional Year. During this probationary period the
15 District may discharge such employee at its discretion.
16

17 **Section 9.2.1.**

18 In the event an employee does not complete the probationary period prior to completion of the
19 employee's school-year employment period, the remaining days of the probationary period are
20 to be extended in the immediately following school-year employment of the employee.
21

22 **Section 9.3.**

23 Upon completion of the probationary period, the employee will be subject to all rights and duties
24 contained in this Agreement retroactive to the hire date.
25

26 **Section 9.3.1.**

27 Employees who are hired into a different position shall be given a thirty (30) day work trial; if
28 not satisfactory, the employee shall return to the former position.
29

30 **Section 9.4.**

31 The seniority rights of an employee shall be lost for the following reasons:
32

- 33 A. Resignation;
34
35 B. Discharge for justifiable cause;
36
37 C. Retirement; or
38
39 D. Change in job classification within the bargaining unit, as hereinafter provided (reference
40 Section 9.8).
41

42 **Section 9.5.**

43 Seniority rights shall not be lost for the following reasons, without limitation:
44

- 45 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
46
47 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
48 States;

1 C. Time spent on other authorized leaves (pursuant to Section 8.6.3.);

2
3 D. Time spent in layoff status as hereinafter provided.

4
5 **Section 9.6.**

6 Seniority rights shall be effective within the general job classification. As used in this Agreement,
7 general job classifications are those set forth in Article I, Section 1.4. Seniority rights shall be District-
8 wide in the event there are no applications within the classification for new or open positions. In
9 instances where an employee from outside the classification applies for a new or open position, and no
10 seniority right exists, the employee may request specific information from the District Human
11 Resources Director, as to why the employee did not receive an interview or did not receive the position
12 if interviewed.

13
14 **Section 9.6.1.**

15 Longevity shall be defined as the total period of continuous employment. Longevity shall be
16 the basis for awarding vacation credit and incremental step placement, pursuant to Section 8.6.3
17 and Section 9.5. Employees who change or add an additional job classification(s) shall be
18 placed at Step 1 of the new/additional classification, while retaining their longevity (years of
19 service) for the purpose of qualifying for Steps 4, 5 & 6 on Schedule A.

20
21 **Section 9.7. Preferential Seniority Rights.**

22 The employee with the earliest hire date within a classification shall have preferential rights regarding
23 shift selection, vacation periods, special services (including overtime), promotions, assignments to new
24 or open jobs and positions, reduction in hours, and layoffs when ability and performance are
25 substantially equal with junior employees. If the District determines that seniority rights should not
26 govern because a junior employee has demonstrated ability, performance and/or qualifications related
27 to the job description and/or posting substantially greater than a senior employee, the District shall set
28 forth in writing to the employee or employees its reasons why the senior employee or employees have
29 been bypassed. The District shall also notify the association president in writing of the bypass.

30
31 **Section 9.7.1.**

32 If a substitute bus driver is unavailable and it is necessary for a transportation mechanic to drive
33 a bus route or trip, the work shall first be offered by seniority to all transportation mechanics,
34 and if there are no volunteers, assigned to the least senior transportation mechanic. If no
35 transportation mechanic is available to drive, the same procedure shall be used with qualified
36 maintenance and grounds mechanics.

37
38 **Section 9.8.**

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.

42
43 **Section 9.9.**

44 Employees holding more than one position shall enjoy the provisions of Article IX in each
45 classification as specified in Article I, Section 1.4 herein.

1 **Section 9.10.**

2 The District shall publicize within the bargaining unit for five (5) workdays the availability of open
3 positions as soon as the District decides to fill a vacant or new position and shall attempt to fill any
4 posted position within forty-five (45) school days of the posting. A copy of the job posting shall be
5 forwarded to the President of the Association and to the Association representative of the classification
6 concerned. The District shall not fill a vacant position with a substitute for more than sixty (60) school
7 days (inclusive of the time deciding to fill the position, the posting and the selection process), unless
8 there are no qualified applicants for a position. If the District decides to not fill a vacant position, the
9 District shall notify the Association.

10
11 **Section 9.10.1.**

12 For employees in all classifications other than transportation, an increase or decrease of one (1)
13 hour or more per day to a position shall be considered a new position. Any new position of
14 this type shall be subject to the posting requirement set forth in Section 9.10.

15
16 **Section 9.10.2.**

17 Positions shall be posted separate from any other District business and shall include all relevant
18 information to the job such as hours of work, duties which will be performed, etc.

19
20 **Section 9.10.3.**

21 Positions which are thirty (30) consecutive scheduled workdays or longer shall be posted
22 according to the normal procedure.

23
24 **Section 9.11.**

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

29
30 **Section 9.12.**

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

33
34 **Section 9.13.**

35 An employee shall forfeit rights to reemployment as provided in Section 9.11 if the employee does not
36 comply with the requirements of Section 9.12, or if the employee does not respond to the offer of
37 reemployment within fifteen (15) days.

38
39 **Section 9.14.**

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

43
44 **Section 9.15. Notification about Employment Status.**

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

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ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.

Mutually approved medical, dental, vision, and orthodontia insurance shall be utilized by the parties as approved insurance contracts. It is understood that dental, vision, and orthodontia are group options and that PSE will poll its membership prior to August 20th to determine whether they will be in force.

Section 12.2.

Regular employees defined as those working ten (10) hours a week or more are eligible to enroll in any mutually approved basic insurance plan or plans, shall receive a prorated District benefit contribution, based upon the employee's FTE status of the sum equal to the amount funded by the State for insurance benefit purposes, per month for twelve (12) months. For insurance calculation purposes, 1 FTE = 1,440 hours of compensation per year inclusive of holiday and vacation days. The District shall pay 100% of the cost of the retiree carve-out. The District shall pay the maximum premium amount specified in this Section for mutually approved basic insurance programs which shall include medical, dental, and vision coverage.

Section 12.2.1. Dental and Vision Insurance.

The District shall first pay one hundred percent (100%) of the appropriate premium for all employees, to the maximum of the individual employee's entitlement specified in Section 12.2.

Section 12.2.2. Insurance Pooling.

Insurance funds not utilized by employees shall be allocated to an insurance pool. The insurance pool shall be administered using the following method.

- A. An initial pooling calculation shall be made in September using the method specified in (C), below, to reflect changes in staffing and the new state health insurance rates.
- B. By September 25, existing employees shall designate their individual medical insurance coverage. Employees whose payroll begins in October may designate their individual medical insurance coverage by October 15.
- C. Of the funds allocated for each employee, those that are not used by the employee for his/her vision, dental and medical insurance coverage will be pooled and divided equally among those employees who have exceeded the allocation described above. The District shall then calculate the pool to establish the maximum individual premium level that will utilize the entire amount as calculated above. This calculation will be in effect for the remainder of the school year for staff members who designated medical insurance coverage by the deadlines established in (B) above. This final pooling will be generated once per year in October for the open enrollment date of November 1 annually.

- 1 D. For those staff who were not included in the final pooling calculation in
2 section (C), above, their individual allocation shall be no greater than
3 described in Section 12.2 above.
- 4 E. For employees having additions to their families after the September 25
5 deadline, the District will contribute toward the premium increase up to the
6 calculated pool level in (C) above.

7
8 **Section 12.2.3.**

9 Employees who retire shall be allowed the option to continue their group medical coverage
10 through COBRA or the Public Employees Benefit Board (PEBB).

11
12 **Section 12.2.4.**

13 An employee issued a continuing or leave-replacement position with a start date on or before
14 the 10th of the month and is eligible for insurance will be provided the opportunity to receive
15 health/dental/vision insurance effective on the 1st of the next month, provided that all Human
16 Resources and Payroll/Benefit documents are received by the District Office by the 15th of the
17 month, or the next business day if the 15th should fall on a non-business day.

18
19 **Section 12.2.5. Summer School Employees Not Eligible.**

20 This section 12.2 shall not apply to hours worked by employees hired for summer school
21 specific activities. In lieu of the prorated benefit contribution, these employees shall receive a
22 shift differential as stated in Section 17.14.

23
24 **Section 12.2.6.**

25 To calculate the benefit FTE for a school term employee hired after the beginning of the school
26 year, the District shall use the ratio of that employee's hours worked per week to a base of forty
27 (40) hours per week.

28
29 **Section 12.3. Joint Insurance Committee.**

30 It is mutually agreed and understood that the Association will have two (2) representatives on the Joint
31 Insurance Committee. The representatives shall be appointed by the Association President to serve a
32 term of one (1) year and will be responsible to represent the interests of the bargaining unit at all
33 Insurance Committee meetings. All changes in insurance coverage(s) will be communicated to the
34 membership in a timely manner by their representatives. The Association agrees to inform the District
35 by March 1 of each year of its decision regarding participation in the Whatcom County Insurance
36 Consortium.

37
38 **Section 12.4.**

39 The District shall provide tort liability coverage for all employees subject to this Agreement.

40
41 **Section 12.5.**

42 The District shall participate, as appropriate, in the Washington State Unemployment Compensation
43 Fund requisite to providing unemployment benefits for all employees subject to this Agreement.

1 **Section 12.6.**

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

5
6 **Section 12.7.**

7 All employees subject to this Agreement shall be entitled to participate in an approved tax shelter
8 annuity plan. On receipt of a Salary Reduction Agreement, Maximum Exclusion Allowance and
9 Service Provider Agreement, the District shall make the requisite withholding adjustments and
10 deductions from the employee's salary.

11
12 **Section 12.8. VEBA III.**

13 The parties mutually agree that the VEBA III shall be available to members of the bargaining unit.
14 The Association will notify the District by November 1st of each year as to whether or not the group
15 wishes to participate in VEBA III.

16
17
18
19 **ARTICLE XIII**
20
21 **VOCATIONAL TRAINING**

22
23 **Section 13.1.**

24 Employees attending training courses required by Federal or State regulation or District policy as a
25 condition of continued employment will be paid at their regular hourly rate for all time in attendance
26 plus any fee, tuition, or transportation cost.

27
28 **Section 13.2.**

29 Employees attending training courses or seminars requested by the employee and approved by the
30 District will suffer no loss of regular salary, if the course requires them to attend on their regular
31 school employment time, but no salary payment will be made for any time an employee would not
32 have regularly worked; however, expenses incurred for transportation and/or training course fees and
33 tuitions will be paid by the School District.

34
35 **Section 13.3.**

36 Transportation, in support of vocational training, must be cleared with the School District management
37 so as to pool rides as much as possible. Paid transportation expense allowed will be for the lesser of:

- 38
39 A. Normal and reasonable expenses from the District Administrative Office to the training
40 location and return, or
41
42 B. Normal and reasonable expenses from the Employee's principal residence to the training
43 location and return.

44
45 **Section 13.4. Classified Training Planning.**

46 Training for classified staff will be determined at the school or program level. Training options will be
47 developed through the school improvement process and/or through communication with the school
48 principal or program supervisor, with input from staff in regards to needs. Staff training opportunities

1 will be related to school improvement plans and current program initiatives and will be consistent with
2 current job responsibilities.

3 4 5 6 **ARTICLE XIV**

7 8 **APPRENTICESHIP**

9 10 **Section 14.1.**

11 All employees enrolled as apprentices by the Washington Public School Classified Employees Joint
12 Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of this
13 agreement; except that the (WPSCEJATC) shall have jurisdiction to ensure that apprentices
14 successfully complete all requirements of the program as approved and registered with the Washington
15 State Apprenticeship and Training Council.

16 17 **Section 14.1.1.**

18 In the event an apprentice is deemed unsuccessful by the local JATC in completing any or all
19 parts of the approved standards, such apprentice waives contractual recourse through the
20 grievance procedure, Article XVI.

21 22 **Section 14.1.2.**

23 The maximum approved ratio of apprentice to journey level employees shall be one-to-one. If
24 at any time, those requesting apprentice status exceeds the one-to-one ratio, employees shall be
25 selected based upon seniority.

26 27 **Section 14.2.**

28 Employees enrolled as apprentices shall receive appropriate Child Nutrition Services rate of pay for
29 their positions, as specified on Schedule A.

30 31 **Section 14.2.1.**

32 Upon successful completion of apprenticeship standards and recognition by the WPSCEJATC,
33 the Child Nutrition Services journey employee shall receive an additional two and one-half
34 percent (2.5%) of their current hourly wage as expressed on Schedule A. This increase shall be
35 paid for hours following receipt of apprentice status and shall not be retroactive. The
36 maximum number of apprentice employees in any one budget year shall be four. If at any time
37 the number requesting apprentice status exceeds four, then the applicants shall be selected on
38 the basis of seniority. In addition, those individuals in Child Nutrition Services that receive
39 SNA Certification for Level III shall receive an additional two and one-half percent (2.5%) of
40 their current hourly wage as expressed on Schedule A. The two and one-half percent (2.5%)
41 for the completion of the Child Nutrition Services programs will continue as long as the
42 individual maintains current Child Nutrition Services Certification.

43 44 **Section 14.3.**

45 Employees shall be responsible for tuition costs associated with college credits and for required books
46 and materials.

1 **Section 14.4.**

2 Participation in the apprenticeship program shall be completely voluntary for all individuals in the
3 Child Nutrition Services classification.

4
5 **Section 14.5.**

6 Persons employed on the effective date of this Agreement may apply for the apprenticeship program at
7 any time new enrollees are accepted. Applications will be accepted annually prior to October 1st.

8
9 **Section 14.5.1.**

10 Such employees shall receive partial credit for time worked in the District as determined by the
11 WPSCEJATC.

12
13 **Section 14.6.**

14 This Article may be reopened at any time upon mutual agreement of the parties once per year by no
15 later than January 31st. Any new provision(s) agreed to will become effective at the start of the next
16 budget year.

17
18 **Section 14.7.**

19 The membership of the Mount Baker JATC shall consist of four members: two members shall be
20 appointed by the District and two members appointed by the Mount Baker PSE.

21
22
23
24 **ARTICLE XV**

25
26 **ASSOCIATION MEMBERSHIP AND DUES DEDUCTION**

27
28 **Section 15.1.**

29 All employees subject to this Agreement may choose to join the Association. The District shall deduct
30 Association dues and assessments from the pay of any employee who authorizes such deductions upon
31 receipt of a written authorization executed by an individual employee.

32
33 **Section 15.2.**

34 Prior to the beginning of each school year, the Association will give written notice to the District of the
35 percentage of gross pay assessed for dues required of an Association member. The percentage for
36 deductions shall not be subject to change during the school year. The deductions authorized by the
37 above section will be made in twelve (12) monthly deductions from each paycheck beginning the pay
38 period of September through the pay period in August of each year. The District will send the funds
39 deducted for the Public School Employees of Washington/SEIU Local 1948 and for the Public School
40 Employees of Mount Baker to the respective treasurers of those organizations. The District will also
41 send the treasurers a list of names of those employees for whom payroll deductions were made.

42
43 **Section 15.3.**

44 The District will notify the Association of all new hires within twenty (20) calendar days of the hire
45 date. At the time of hire, the District will inform the new hire of the terms and conditions of this
46 Article. The District will provide the Association a thirty-minute meeting with each newly hired
47 bargaining unit employee within thirty (30) days of their hire date. The employee will be compensated

1 at their hourly rate for this time. The Association representative will be released from their duties to
2 attend this meeting with no loss of pay.

3
4 **Section 15.4. COPE - Political Action Committee.**

5 The District will make a payroll deduction for political contributions subject to RCW 42.17A.495 upon
6 receipt of a written authorization executed by an individual employee. Any deductions for political
7 contributions subject to RCW 42.17A.495 will be authorized in writing by the employee on forms that
8 comply with WAC 390-17-100, and be revocable by the employee at any time. The District will
9 provide all employees annual notice of their rights regarding payroll deductions for political
10 contributions under WAC 390-17-110.

11
12 **Section 15.5.**

13 The Association and its affiliates will defend, indemnify, and hold the District harmless against all
14 liability, including allegations, claims, actions, suits, demands, damages, obligations, losses,
15 settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken
16 or not taken by the District in implementation of this Article.

17
18
19
20 **ARTICLE XVI**

21
22 **GRIEVANCE PROCEDURE**

23
24 **Section 16.1.**

25 Grievances or complaints arising between the District and its employees within the bargaining unit
26 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
27 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.

28
29 **Section 16.1.1. Definition of Days:**

30 Days or "workdays" in Article XVI – are normal District office workdays.

31
32 **Section 16.2. Grievance Steps.**

33
34 **Section 16.2.1.**

35 The employee shall first discuss the grievance with his/her immediate supervisor. All
36 grievances not brought to the immediate supervisor in accordance with the preceding sentence
37 within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no
38 further processing. At any point during the grievance procedure, the aggrieved may file a
39 written notice to the Superintendent terminating the grievance.

40
41 **Section 16.2.2.**

42 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
43 subsection, the employee shall reduce to writing a statement of the grievance containing the
44 following:

- 45
46 A. The facts on which the grievance is based;
- 47
48 B. A reference to the provisions in this Agreement which have been allegedly violated; and

1
2 C. The remedy sought.
3

4 The employee shall submit the written statement of grievance to the immediate supervisor for
5 reconsideration and shall submit a copy to the official in the Administration responsible for
6 personnel within ten (10) workdays of the discussion with the immediate supervisor. If the
7 employee wishes, the employee may be accompanied by an Association representative at this
8 step and any subsequent discussions or meetings. The parties will have ten (10) workdays from
9 submission of the written statement of grievance to resolve it. A written statement indicating
10 the disposition of the grievance shall be furnished to the aggrieved. If an agreeable disposition
11 has been made, the aggrieved party shall terminate the grievance in writing within ten (10)
12 workdays.
13

14 **Section 16.2.3.**

15 If no settlement has been reached within the ten (10) days referred to in the preceding
16 subsection, and the Association believes the grievance to be valid, a written statement of
17 grievance shall be submitted within fifteen (15) workdays to the District Superintendent or the
18 Superintendent's designee. After such submission, the parties will have fifteen (15) workdays
19 to resolve the grievance. A written statement indicating the disposition of the grievance shall
20 be furnished to the aggrieved. If an agreeable disposition has been made, the aggrieved party
21 shall terminate the grievance in writing within ten (10) workdays.
22

23 **Section 16.2.4.**

24 If no settlement has been reached within the fifteen (15) days referred to in the preceding
25 subsection, and the Association believes the grievance to be valid, a written statement of
26 grievance shall be submitted within fifteen (15) workdays to the District Board of Directors.
27 After such submission, the parties will have thirty (30) workdays to resolve the grievance. The
28 Board of Directors reserves the right to summon the employee for an oral statement of the
29 grievance. The employee reserves the right to appear before the Board of Directors to explain
30 the grievance. At any appearance before the Board of Directors, the employee may be
31 accompanied by an Association representative or designee. A written statement indicating the
32 disposition of the grievance shall be furnished to the aggrieved. If an agreeable disposition has
33 been made, the aggrieved party shall terminate the grievance in writing within ten (10)
34 workdays.
35

36 **Section 16.2.5.**

37 If the grievance has not been resolved within the thirty (30) days referred to in the preceding
38 subsection, the Association may refer the dispute to final and binding arbitration. The
39 Association shall notify the District in writing of submission to arbitration within ten (10)
40 workdays after receipt of the Board's written response in Section 16.2.4.
41

42 Within ten (10) workdays the Association and the District shall mutually agree upon an
43 arbitrator. If the parties fail to agree, a list of seven (7) qualified neutrals shall be requested by
44 the parties from the American Arbitration Association (AAA). Within ten (10) workdays after
45 receipt of the list, the Association and District shall alternately strike names on the list, and the
46 remaining name shall be the arbitrator. The party not seeking arbitration shall strike the first
47 name.
48

1 The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this
2 Agreement in arriving at a decision of the issue or issues presented, and shall confine his/her
3 decision solely to the matters specified on the grievance form. The arbitrator shall confine
4 himself/herself to the precise issues submitted for arbitration, and shall have no authority to
5 determine any other issues not so submitted to him/her. The decision of the arbitrator shall be
6 final and binding upon the parties. The arbiter shall specify in the award that the District or
7 Association, whichever is ruled against by the arbiter, shall pay the cost of the arbiter including
8 necessary expenses.

9 **Section 16.2.6.**

10 There will be no reprisals against the grievant or others as a result of his/her participation in the
11 process.
12
13

14 **ARTICLE XVII**

15 **SALARIES AND EMPLOYEE COMPENSATION**
16
17

18
19 **Section 17.1.**

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

23 **Section 17.2.**

24 For the 2018-2019 and 2019-2020 school years, employees shall be paid according to the wage rates
25 specified on Schedule A.
26

27 **Section 17.3.**

28 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.
29

30 **Section 17.4.**

31 Any employee required to travel from one site to another in a private vehicle during working hours
32 shall be reimbursed for such travel on a per-mile basis at the IRS maximum rate.
33

34 **Section 17.5.**

35 Employees required to remain overnight on District business shall be reimbursed for room and board
36 expenditures within limits established in school board policy.
37

38 **Section 17.6.**

39 Employees assigned maintenance and mechanic responsibilities shall be furnished clean overalls
40 weekly.
41

42 **Section 17.7.**

43 The District shall pay the cost of required physicals for transportation department employees, not to
44 exceed the current physical cost established by Whatcom County Occupational Health. Substitute
45 transportation department employees may be reimbursed for the cost of required physicals after
46 completing thirty (30) days of substitute work.
47
48

1 **Section 17.8.**

2 The District shall pay the cost of required food handlers permits for Child Nutrition Services
3 employees.

4
5 **Section 17.9.**

6 An employee must have begun working prior to February 1st of each year in order to qualify for
7 vacation accrual (See Section 7.2) and incremental step movement on Schedule A the following
8 September 1.

9
10 **Section 17.10.**

11 The District shall provide each custodian with one (1) pair of rubber boots (if needed to carry out job
12 responsibilities) and one (1) pair of coveralls.

- 13
14 A. New employees - will be provided at the completion of probationary period.
15
16 B. Replacement will be as needed but not more than once per year.
17
18 C. Boots and coveralls must be stored at the school except when being laundered.
19
20 D. The employee is responsible for laundering coveralls as needed.
21

22 **Section 17.11.**

- 23
24 A. The District will reimburse newly employed bus drivers who participate in the Mount Baker
25 School District's driver training program for the cost he/she paid to the Mount Baker School
26 District for the training program provided that such reimbursement shall be paid following the
27 completion of ninety (90) days of non-substitute, non-probationary employment by the driver.
28
29 B. The District will reimburse newly employed bus drivers for CDL testing fee provided that such
30 reimbursement shall be paid following completion of the ninety (90) days of non-substitute,
31 non-probationary employment by the driver.
32
33 C. The District will pay the costs of training and CDL licensing for any employee required by the
34 District to obtain a CDL and bus driver license after he/she already is employed in a position
35 not requiring such training and licensing.
36

37 **Section 17.12. Payment for Committee Participation.**

38 Participation in committee work by classified employees is to be encouraged. Time spent working on
39 committees such as the Safety Committee, the School Site Committee, the Staff Development
40 Committee and other approved committees that take place outside of the assigned workday will be
41 compensated at \$17.50 per hour.
42

43 **Section 17.13. Waiver Days.**

44 School year employees will not lose their regularly scheduled hours of work/benefits due to "Waiver
45 Days" scheduled by the District. School year employees that utilize their regular hours on waiver days
46 must have the specific activity approved in advance by their supervisor. In lieu of their regular duties,
47 school year employees may be engaged in training activities, self-evaluation responsibilities, planning

1 time, and other pre-approved activities. Hours spent on approved waiver day activities will be reported
2 by time sheets.

3
4 If approved, waiver day activities result in employees working over forty (40) hours in a week (c.g.
5 Saturday workshop) the excess hours will be multiplied by a factor of one point five 1.5. An example
6 of the effect of this calculation follows: three (3) waiver days times six (6) regularly scheduled hours =
7 eighteen (18) hours to be scheduled, if due to a waiver day activity an employee works forty-five (45)
8 hours in a week, the eighteen (18) hours will be reduced by seven point five (7.5) hours.

9
10 **Section 17.14. Coaches and Advisors.**

11 Coaches and advisors of extracurricular activities who are forced to leave their regularly scheduled
12 workday early due to required games or performance events for those positions shall be compensated
13 for time missed from their regularly scheduled workday at their normal hourly rate of pay.

14
15 **Section 17.15. Summer School Shift Differential.**

16 In lieu of receiving a prorated benefit contribution and the accrual of vacation leave, personal leave,
17 and sick leave, bargaining unit employees who work with students during summer school specific
18 activities, including work in a substitute capacity, shall receive a shift differential of \$3.50 per hour.

19
20 **Section 17.16. Certificated Absence Coverage.**

21 In the event that an employee serves as a substitute for a certificated teacher due to an unfilled
22 certificated substitute request, that employee shall receive a shift differential of \$10.00 per hour in
23 addition to that employee's regular wage rate. These coverages shall be awarded pursuant to Section
24 9.7 of this Agreement.

25
26 **Section 17.17. Former Employees as Substitutes.**

27 Former employees who leave service in the District in good standing, with ten (10) or more years'
28 experience, including transfer credit, and who are employed in a substitute capacity for a like classified
29 position, shall be paid at Step 3 for the appropriate position on Schedule A.

30
31
32
33 **ARTICLE XVIII**

34
35 **TERM AND SEPARABILITY OF PROVISIONS**

36
37 **Section 18.1.**

38 The term of this Agreement shall be September 1, 2018 to August 31, 2020. This agreement shall
39 reopen in March 2017 for the purpose of negotiating whether Elementary Kitchen Manager positions
40 should be created, and if so, the wage rate for that position. During the 2017-18 school year, the
41 parties shall meet and work collaboratively on a joint survey of salaries for benchmark positions in a
42 relevant labor market to provide data to be considered in the negotiation of a successor collective
43 bargaining agreement.

44
45 **Section 18.2.**

46 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
47 parties in writing. All provisions of this Agreement shall be applicable to the entire term of this
48 Agreement notwithstanding its execution date, except to consider the impact of any legislation enacted

1 following the execution of this Agreement which may arguably affect the terms and conditions herein
2 or create authority to alter personnel practices in public employment.

3
4 **Section 18.3.**

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

7
8 **Section 18.4.**

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

11
12 **Section 18.5.**

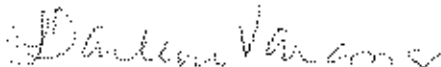
13 In the event either of the two (2) previous sections is determined to apply to any provision of this
14 Agreement, such provision shall be renegotiated pursuant to Section 18.2.

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SIGNATURE PAGE

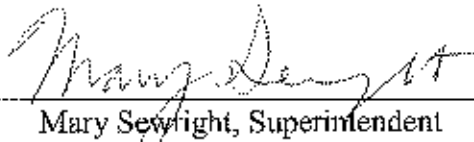
**PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948**

MOUNT BAKER CHAPTER #818

BY: 
Darlene Varang, Chapter President

DATE: 1/18/19

MOUNT BAKER SCHOOL DISTRICT #507

BY: 
Mary Sewright, Superintendent

DATE: 1/18/19

Mt Baker PSE #818
SCHEDULE A
 September 1, 2018 -- August 31, 2019

WESPac Step	Group Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		0-6 mo.	6mo-2yrs	3-4 yrs	year 5	year 10	year 16	year 23	year 26		
<u>Paraeducator</u>											
	Paraeducator	07-10-0	2	\$15.97	\$16.93	\$17.73	\$18.21	\$18.53	\$18.85	\$19.17	\$19.65
<u>Custodial-Maintenance</u>											
	Lead HS Custodian	07-11-0	2	\$20.53	\$21.77	\$22.79	\$23.41	\$23.82	\$24.23	\$24.64	\$25.26
	Lead Elementary Custodian	07-23-0	2	\$19.96	\$21.15	\$22.15	\$22.75	\$23.15	\$23.55	\$23.95	\$24.55
	Custodian II	07-12-0	1	\$18.89	\$20.02	\$20.96	\$21.53	\$21.91	\$22.29	\$22.66	\$23.23
	Lead Maintenance	07-29-0	3	\$23.00	\$24.38	\$25.53	\$26.22	\$26.68	\$27.14	\$27.60	\$28.29
	Maintenance II	07-13-0	3	\$21.96	\$23.28	\$24.38	\$25.03	\$25.47	\$25.91	\$26.35	\$27.01
<u>Child Nutrition Services</u>											
	Kitchen Manager	07-07-0	2	\$16.98	\$18.00	\$18.85	\$19.36	\$19.70	\$20.04	\$20.38	\$20.89
	Child Nutrition Worker	07-09-0	2	\$15.05	\$15.95	\$16.71	\$17.16	\$17.46	\$17.76	\$18.06	\$18.51
<u>Secretarial-Clerical</u>											
	Secretary I	07-04-0	1	\$18.30	\$19.40	\$20.31	\$20.86	\$21.23	\$21.59	\$21.96	\$22.51
<u>Special Services</u>											
	Interpreter-Tutor	07-18-0	1	\$23.28	\$24.68	\$25.84	\$26.54	\$27.01	\$27.47	\$27.94	\$28.64
	J.P.N.	07-15-0	3	\$18.98	\$20.12	\$21.07	\$21.64	\$22.02	\$22.40	\$22.78	\$23.35
	Family Services Coordinator	07-24-0	4	\$24.42	\$25.88	\$27.11	\$27.84	\$28.33	\$28.81	\$29.30	\$30.04
	IT Specialist	07-28-0	2	\$22.65	\$24.01	\$25.15	\$25.83	\$26.28	\$26.73	\$27.18	\$27.86
	Cancer Specialist	07-25-0	Misc	\$22.65	\$24.01	\$25.15	\$25.83	\$26.28	\$26.73	\$27.19	\$27.87
	COTA	07-27-0	Misc	\$24.42	\$25.88	\$27.11	\$27.84	\$28.33	\$28.81	\$29.30	\$30.04
<u>Transportation</u>											
	Head Mechanic	07-01-0	3	\$23.81	\$25.24	\$26.43	\$27.15	\$27.62	\$28.10	\$28.58	\$29.29
	Assistant Mechanic	07-02-0	1	\$21.02	\$22.28	\$23.33	\$23.96	\$24.38	\$24.80	\$25.22	\$25.85
	Lead Transportation	07-30-0	3	\$23.00	\$24.38	\$25.53	\$26.22	\$26.68	\$27.14	\$27.60	\$28.29
	Bus Driver	07-03-0	2	\$19.21	\$20.37	\$21.33	\$21.90	\$22.29	\$22.67	\$23.06	\$23.63
	Driver-Trainer	07-22-0	2	\$20.23	\$21.45	\$22.46	\$23.07	\$23.47	\$23.88	\$24.28	\$24.89

Longevity Recognition

Step 1 is in effect from date of hire for six months.

Step 2 effective for employees who have completed six (6) months of service no later than February 1, 2018.

Step 3 effective for employees who have completed two (2) years of service no later than February 1, 2018.

Step 4 becomes effective for employees who have completed four (4) years of service by not later than February 1, 2018.

Step 5 becomes effective for employees who have completed nine (9) years of service by not later than February 1, 2018.

Step 6 becomes effective for employees who have completed fifteen (15) years of service by not later than February 1, 2018.

Step 7 becomes effective for employees who have completed twenty-two (22) years of service by not later than February 1, 2018.

Step 8 becomes effective for employees who have completed twenty-five (25) years of service by not later than February 1, 2018.

Mt Baker PSE #818
SCHEDULE A
September 1, 2019 - August 31, 2020

WESPac Step	Group Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		0-6 mo.	6mo-2yrs	3-4 yrs	year 5	year 10	year 16	year 23	year 26		
<u>Paraducator</u>											
	Paraducator	07-10-0	2	\$16.61	\$17.61	\$18.44	\$18.94	\$19.27	\$19.60	\$19.93	\$20.43
<u>Custodial-Maintenance</u>											
	Lead HS Custodian	07-11-0	2	\$21.36	\$22.64	\$23.70	\$24.35	\$24.77	\$25.20	\$25.63	\$26.27
	Lead Elementary Custodian	07-23-0	2	\$20.75	\$22.00	\$23.04	\$23.66	\$24.08	\$24.49	\$24.91	\$25.53
	Custodian II	07-12-0	1	\$19.64	\$20.82	\$21.80	\$22.39	\$22.78	\$23.18	\$23.57	\$24.16
	Lead Maintenance	07-29-0	3	\$23.92	\$25.36	\$26.55	\$27.27	\$27.75	\$28.23	\$28.71	\$29.43
	Maintenance II	07-13-0	3	\$22.84	\$24.21	\$25.35	\$26.04	\$26.49	\$26.95	\$27.41	\$28.09
<u>Child Nutrition Services</u>											
	Kitchen Manager	07-07-0	2	\$17.66	\$18.72	\$19.60	\$20.13	\$20.49	\$20.84	\$21.19	\$21.72
	Child Nutrition Worker	07-09-0	2	\$15.65	\$16.59	\$17.37	\$17.81	\$18.16	\$18.47	\$18.78	\$19.25
<u>Secretarial-Clerical</u>											
	Secretary I	07-04-0	1	\$19.03	\$20.17	\$21.12	\$21.69	\$22.07	\$22.46	\$22.84	\$23.41
<u>Special Services</u>											
	Interpreter/Tutor	07-18-0	1	\$24.21	\$25.67	\$26.88	\$27.60	\$28.09	\$28.57	\$29.06	\$29.78
	LPN	07-15-0	3	\$19.74	\$20.93	\$21.92	\$22.51	\$22.90	\$23.30	\$23.69	\$24.29
	Family Services Coordinator	07-24-0	4	\$25.40	\$26.92	\$28.19	\$28.95	\$29.46	\$29.97	\$30.47	\$31.24
	IT Specialist	07-28-0	2	\$23.56	\$24.97	\$26.15	\$26.86	\$27.33	\$27.80	\$28.27	\$28.98
	Career Specialist	07-25-0	Misc	\$23.28	\$24.68	\$25.84	\$26.54	\$27.01	\$27.47	\$27.94	\$28.64
	COTA	07-27-0	Misc	\$25.40	\$26.92	\$28.19	\$28.95	\$29.46	\$29.97	\$30.47	\$31.24
<u>Transportation</u>											
	Head Mechanic	07-01-0	3	\$24.77	\$26.25	\$27.49	\$28.23	\$28.73	\$29.22	\$29.72	\$30.46
	Assistant Mechanic	07-02-0	1	\$21.86	\$23.17	\$24.26	\$24.92	\$25.36	\$25.79	\$26.23	\$26.89
	Lead Transportation	07-30-0	3	\$23.92	\$25.36	\$26.55	\$27.27	\$27.75	\$28.23	\$28.71	\$29.43
	Bus Driver	07-03-0	2	\$19.98	\$21.18	\$22.18	\$22.78	\$23.18	\$23.58	\$23.98	\$24.58
	Driver-Trainer	07-22-0	2	\$21.04	\$22.31	\$23.36	\$23.99	\$24.41	\$24.83	\$25.25	\$25.88

Longevity Recognition

Step 1 is in effect from date of hire for six months.
 Step 2 effective for employees who have completed six (6) months of service no later than February 1, 2019.
 Step 3 effective for employees who have completed two (2) years of service no later than February 1, 2019.
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 Step 5 becomes effective for employees who have completed nine (9) years of service by not later than February 1, 2019.
 Step 6 becomes effective for employees who have completed fifteen (15) years of service by not later than February 1, 2019.
 Step 7 becomes effective for employees who have completed twenty-two (22) years of service by not later than February 1, 2019.
 Step 8 becomes effective for employees who have completed twenty-five (25) years of service by not later than February 1, 2019.

**MOUNT BAKER SCHOOL DISTRICT #507
CLASSIFIED PERFORMANCE EVALUATION**

8/1/02

Employee: _____ Title: _____ Location: _____

Evaluator: _____ Title: _____ Date: _____

Additional input received from: _____

Evaluation Type: Probation (90 day) Annual Other _____

Directions: Complete the evaluation after consultation with a person who supervises the work of the employee. Check the appropriate boxes next to the descriptors. In the event an area is marked other than "Meets Expectations," a comment is required to explain the rating.

1. Job Performance	Meets Expectations	Area for Growth	Does Not Meet Expectations
a. Manages time efficiently	↑	↑	↑
b. Solves problems effectively	↑	↑	↑
c. Adjusts to new assignments/conditions and is flexible to change	↑	↑	↑
d. Is calm and objective under stress	↑	↑	↑
e. Maintains confidentiality	↑	↑	↑
f. Uses good judgment and makes decisions appropriate to the situation	↑	↑	↑

Comments:

2. Job Knowledge	Meets Expectations	Area for Growth	Does Not Meet Expectations
a. Has working knowledge/understanding of job	↑	↑	↑
b. Demonstrates skill level appropriate to job	↑	↑	↑
c. Understands/follows policies, procedures and practices established within district/building	↑	↑	↑
d. Successfully completes recommended training	↑	↑	↑

Comments:

3. Quality of Work	Meets Expectations	Area for Growth	Does Not Meet Expectations
a. Work quality meets expected standards	↑	↑	↑
b. Works productively and efficiently	↑	↑	↑
c. Shows pride and interest in work	↑	↑	↑

Comments:

Employee: _____ Date: _____

4. Quantity of Work	Meets Expectations	Area for Growth	Does Not Meet Expectations
----------------------------	---------------------------	------------------------	-----------------------------------

- | | | | |
|--|---|---|---|
| a. Amount of work is consistent with job description | ↑ | ↑ | ↑ |
| b. Demonstrates an understanding of responsibilities | ↑ | ↑ | ↑ |
| c. Completes work/tasks in a timely manner | ↑ | ↑ | ↑ |

Comments:

5. Communication	Meets Expectations	Area for Growth	Does Not Meet Expectations
-------------------------	---------------------------	------------------------	-----------------------------------

- | | | | |
|---|---|---|---|
| a. Communicates in a professional manner | ↑ | ↑ | ↑ |
| b. Listens attentively | ↑ | ↑ | ↑ |
| c. Understands and responds appropriately to verbal and written communication | ↑ | ↑ | ↑ |
| d. Communicates clearly and effectively | ↑ | ↑ | ↑ |

Comments:

6. Human Relations	Meets Expectations	Area for Growth	Does Not Meet Expectations
---------------------------	---------------------------	------------------------	-----------------------------------

- | | | | |
|---|---|---|---|
| a. Treats students, staff and community with courtesy and respect | ↑ | ↑ | ↑ |
| b. Gets along well with others | ↑ | ↑ | ↑ |
| c. Works collaboratively with others | ↑ | ↑ | ↑ |

Comments:

7. Work Attitude	Meets Expectations	Area for Growth	Does Not Meet Expectations
-------------------------	---------------------------	------------------------	-----------------------------------

- | | | | |
|--|---|---|---|
| a. Works cooperatively with supervisor, staff, students, parents and community | ↑ | ↑ | ↑ |
| b. Accepts direction, instruction and correction in a positive manner | ↑ | ↑ | ↑ |

Comments:

Employee: _____

Date: _____

8. Initiative	Meets Expectations	Area for Growth	Does Not Meet Expectations
a. Demonstrates self-motivation	↑	↑	↑
b. Exhibits creative thinking and problem-solving skills	↑	↑	↑
c. Willingness to exceed minimum performance as required by the job	↑	↑	↑

Comments:

9. Attendance and Punctuality	Meets Expectations	Area for Growth	Does Not Meet Expectations
a. Maintains good attendance	↑	↑	↑
b. Is punctual; begins working at designated time	↑	↑	↑
c. Calls employer when absent	↑	↑	↑

Comments:

10. Dress and Grooming	Meets Expectations	Area for Growth	Does Not Meet Expectations
a. Clothing and grooming are appropriate for position	↑	↑	↑

Comments:

11. Safety	Meets Expectations	Area for Growth	Does Not Meet Expectations
a. Understands and applies appropriate safety procedures and practices	↑	↑	↑
b. Maintains orderliness and cleanliness of work area(s)	↑	↑	↑

Comments:

12. Dependability	Meets Expectations	Area for Growth	Does Not Meet Expectations
a. Anticipates what needs to be done and follows through	↑	↑	↑
b. Performs tasks and assignments without supervision	↑	↑	↑
c. Completes tasks in a timely manner	↑	↑	↑

Comments:

Employee: _____

Date: _____

OVERALL PERFORMANCE
(CHECK THE APPROPRIATE SPACE)

- | | |
|---|---|
| <input type="checkbox"/> Satisfactory: | Satisfied job requirements; expectations have been met or exceeded. |
| <input type="checkbox"/> Needs Improvement: | Based on job description requirements and expectations, identify specific areas that need improvement. (Assistance/Improvement Plan attached) |
| <input type="checkbox"/> Unsatisfactory:
improvement.
attached) | Employee has not met expectations and is in need of substantial
(Assistance/Improvement Plan or process documentation) |

GOAL AREAS FOR NEXT YEAR *(To be developed jointly between supervisor and employee)*

EVALUATOR COMMENTS:

Evaluator Signature

Evaluator Title

Date

EMPLOYEE COMMENTS:

Employee Signature

Employee Position

Date

The signature of the employee above does not necessarily imply that the employee agrees with the preceding report, but only that he/she has seen and discussed the evaluation with the evaluator.

*A copy of this evaluation will be given to the employee within **one week** of completion of the evaluation process.*

Copy: Personnel File, Employee, and Supervisor