

FINAL COPY

SEPTEMBER 1, 2001

COLLECTIVE BARGAINING AGREEMENT BETWEEN
OAK HARBOR SCHOOL DISTRICT
AND
PUBLIC SCHOOL EMPLOYEES OF
OAK HARBOR SCHOOL DISTRICT

SEPTEMBER 1, 2001 - AUGUST 31, 2004

PSE STATE OFFICE
P. O. Box 798
Auburn, Washington 98071-0798
1-800-562-8448

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P R E A M B L E

It is the intent of the parties to promote effective employee-management relations in accordance with the Public Employee Collective Bargaining Act.

This Agreement is made and entered into between Oak Harbor School District (hereinafter "District") and Public School Employees of Oak Harbor, an affiliate of Public School Employees of Washington (hereinafter "Association").

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit as described in Section 1.3 with exceptions as noted in Section 1.2.

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

Section 1.3. The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Accounting Assistants, Instructional Assistant, Custodial, Food Service, Grounds, Maintenance, Secretarial-Clerical, Security, and Transportation. The parties agree that the following classified positions are excluded from the bargaining unit: Business Director and Assistant to the Business Director, Maintenance Director, Operations Director, Transportation Director, NJROTC employees, Executive Assistant, Community Relations Officer, Dean of Students, Secretaries to the Assistant Superintendent and the Personnel Administrator, Electronic Technician, and Shop Foreman.

Section 1.3.1. Both parties agree that if the District in the future employs personnel in job classifications represented by the PSE as part of a Federally or State funded employment or training program, the District will place such employees on Salary Schedule A, consistent with their assignment, and classification, except that no such employee shall receive a salary that exceeds the Federal or State requirements of the program, and the PSE-District Negotiated Agreement shall apply to such employees, except that they shall accrue seniority only in relation to other such employees in the program. Negotiations regarding the terms and conditions of such employees shall commence within two (2) weeks of the District's employment of such employees. Until an agreement is reached regarding such employees, between the PSE and the District, the terms and conditions outlined in this paragraph shall apply.

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Section 1.4. The District agrees to provide job descriptions for all positions covered by this Agreement to the President of the local chapter. Job descriptions that are changed by the District which reflect substantial changes impacting the hours, wages, and working conditions of the employee and new job descriptions that are created by the District covering employees under the scope of this Agreement will be made available to the President of the local Chapter in advance of the implementation, if possible.

Modification of existing job descriptions, creation of new job descriptions, and creation of new positions shall result in salary negotiations for those modified or new positions, at the discretion of either the District or the Association.

If the Association believes that there is a substantial change in the status of a position, and the Association communicates this belief to the District, in writing, the District will review the position and job description, and will either modify the job description or communicate, in writing, to the Association its reason for not modifying the job description.

Section 1.5. Definition of Positions.

- A. A Regular Position is an ongoing, year to year position that is covered by all of the provisions of this Agreement. The parties understand that certain positions are funded by grants and, if the position is eliminated due to the withdrawal of funding, affected employees will be in an unassigned status until such time as they bid on and are awarded an open position.
- B. A Temporary Position is a new position created by the District with the actual intent that the position will only last for a period during the school year for which it is created. An employee working in a temporary position is not considered a substitute employee and is covered by all of the provisions of this Agreement. However, temporary positions, unlike regular positions, terminate at the end of each school year and the employee will be in a layoff status until such time as they bid on and are awarded an open position. Temporary Positions expected to last 45 or more days shall be posted.
- C. A Substitute Employee is one who fills in for another employee.
 - 1. Substitute employees who work for less than twenty (20) consecutive or thirty (30) intermittent work days in a school year period are not covered by this Agreement.
 - 2. Substitute employees who work either twenty (20) or more consecutive or thirty (30) or more intermittent work days in a school year period are included in the bargaining unit limited to Step 1 of Schedule A and accumulation of one (1) hour of illness, injury and emergency leave for each twenty-five (25) hours worked and may be utilized for illness, injury and emergencies that prevent the individual from completing a job assignment lasting four (4) or more days. These are the sole rights accruing to such employees.

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3. Substitute employees hired to fill positions on Board approved leaves of absences will be hired for the duration of such leave, during which time they shall be subject to the probationary status of not more than ninety (90) working days and all of the provisions of this Agreement except Article IX.

ARTICLE II

RIGHTS OF EMPLOYER

Section 2.1. It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to determine the methods, the means, the personnel by which such operation is conducted.

Section 2.2. The right to make reasonable rules and regulations which are not in conflict with the terms of this Agreement shall be considered acknowledged functions of the District.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. Neither the District nor the Association shall directly nor indirectly interfere with, restrain, coerce, or discriminate against the employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining or in the free exercise of any other right as guaranteed by RCW 41.56.

Section 3.2. Neither the District nor the Association shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, national origin, sex, religion, age or marital status, or because of a physical, mental or sensory handicap except to the extent sex, age or the absence of handicap may constitute a bona fide occupational qualification.

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Section 3.3. Employees will be given a copy of all material added to the central office personnel file at the time such material is added to the file. Each employee will have the right, upon request to the Personnel Office, to schedule an appointment to review the contents of his or her personnel file.

An employee may obtain copies of the documents made available under this Section. No record, file or document pertaining to an employee will be made available to any unauthorized person for photocopy or inspection.

Employees shall have the right to respond in writing to all additions in the personnel file. Such employee responses shall be made a part of the file.

No duplicate, alternate, or other personnel file shall be kept anywhere in the District except that supervisors may keep working personnel files in their respective offices. Both files are subject to the provisions of this Section. The content of the working files will be reviewed annually by the supervisor and the employee upon request of the employee.

Section 3.4. Written disciplinary actions contained in the employee's personnel file may be relied upon by the District in any subsequent disciplinary action up to two (2) years after the document is placed in the file.

Section 3.5. Employees will not be required to work under unsafe or hazardous conditions or to perform tasks which unreasonably endanger their health, safety and well-being.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. The Association has the right to represent the interests of each individual in the unit, as well as the unit as a whole; to present its concerns either orally or in writing to the District with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions. When, in the good faith judgment of the Association's Grievance Committee, the rights of the individual are in conflict with the rights of the unit as a whole, the Association may decide to support the unit as a whole over the individual.

Section 4.2. The names of employees in the bargaining unit will be provided to the President of the Association upon reasonable request when changes occur. The District will provide each new employee with a copy of this Agreement, which will be furnished to the District by the Association, within thirty (30) days of signed ratification of this Agreement.

Section 4.3. The District will provide, upon chapter president request, information regarding bargaining unit employees' wages, hours and working conditions.

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Section 4.4. The Association shall promptly be notified by the District of any grievances or disciplinary actions of any employee. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of the grievance and to make known the Association's views concerning the case.

ARTICLE V

ASSOCIATION REPRESENTATION

Section 5.1. The Association will designate a conference committee of three (3) members who will meet with the Superintendent and/or his designee on a mutually agreeable basis to discuss the administration of this Agreement. The District should be notified in writing of the names of the Conference Committee members, or any changes that occur in the Conference Committee membership.

Section 5.1.1. At the request of the Chapter President, the Superintendent will meet with the Chapter President to discuss the Association's possible concerns relative to establishment of and/or adjustments to the student school calendar.

Section 5.2. The District will provide space to conduct such meetings.

Section 5.3. The Association representatives shall represent the Association and employees in the bargaining unit in meetings with officials of the District to discuss the application and terms of this Agreement. They may receive and investigate complaints or grievances of employees, and also advise bargaining unit employees of the rights and procedures as outlined in this Agreement.

Section 5.4. Visitation rights shall be granted to designated representatives of the Association to visit with employees in the bargaining unit for purposes of grievance procedure and/or general information, as long as it does not interfere with the normal flow of work. The visiting representative shall notify the School District of arrival.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1. Each employee shall be assigned to a definite shift with designated times of beginning and ending. However, the three shifts described in this section do not apply to bus drivers. (For information regarding bus drivers refer to Article XVIII Transportation). The first shift is defined as any work shift beginning between 5:00 a.m. and 1:29 p.m. The second shift is defined as any work shift beginning between 1:30 p.m. and 5:59 p.m. The third shift is defined as any work shift beginning between 6:00 p.m. and 4:59 a.m.

Section 6.2. The first shift shall consist of eight and one-half (8-1/2) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Section 6.2.1. The second shift shall consist of eight (8) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Section 6.2.2. The third shift shall consist of seven and one-half (7-1/2) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. The third shift shall be paid a differential of ten cents (\$0.10) per hour, excluding the Security Personnel covered by Section 6.2.2.1.

Section 6.2.2.1. Due to the variable nature of Security Personnel assignments, such personnel will receive a differential of ten (\$0.10) cents for each hour worked.

Section 6.3. In the event an employee is assigned to a shift less than the normal work shift previously defined in this Article, the employee shall be given a fifteen (15) minute rest period for each four (4) hours of work. Employees working six (6) hours or more per day shall receive breaks as defined in Section 6.2. The maximum of two (2) fifteen minute breaks will be allowed for each shift. Employees working more than four (4) hours, on such shift, shall be granted an uninterrupted lunch period of thirty (30) minutes.

Section 6.4. The normal 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)

1 consecutive days of rest; except as provided in Section 6.12 of this Article.
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7 **Section 6.5.** Each employee shall be assigned to a definite and regular shift and workweek which can be
8 changed by five (5) working days notice to the employee by the District except this notice may be waived
9 by the employee. Emergencies, as determined by the District, shall be an exception to this procedure.
10

11 **Section 6.6.** Employees required to work through their regular lunch periods will be given time to eat at
12 a time agreed upon by the employee and supervisor. In the event the District requires an employee to
13 forego a lunch period and the employee works the entire shift, including the lunch period, the employee
14 shall be compensated for the foregone lunch period at overtime rates.
15

16 **Section 6.7.** Employees requested to work a shift regularly filled by a higher classification shall receive
17 compensation for the work performed in the higher classification at the step level of the employee who is
18 requested to make the change. The adjusted compensation will commence beginning with the fourth
19 consecutive day of the assignment, and shall be retroactive to and including the first day. In the event
20 that the assignment terminates before the commencement of the fourth consecutive day, the rate of pay
21 shall remain at the lower classification and step level of the employee who was requested to make the
22 change.
23

24 **Section 6.7.1.** Employees who work in a higher classification for eight (8) accumulative days during any
25 one year shall receive the higher compensation retroactive to and including the first day of such work.
26

27 **Section 6.8.** In the event of an unusual school closure due to inclement weather or plant inoperation, or
28 other reasons, the District will notify employees by local radio with regard to school operations. Twelve
29 month employees are expected to work as scheduled. School year employees are expected to work when
30 schools are operating. Employees who could not be notified and who report to work shall receive a
31 minimum of two (2) hours pay at the base rate in the event of such a closure; provided, however, no
32 employee shall be entitled to such compensation in the event of actual or constructive notification by the
33 District of the closure prior to leaving home for work. Employees will, in the event of inclement weather
34 or other known possibility of school closure, listen to local radio stations and/or call 279-5060 in an effort
35 to determine whether or not school will be held.
36

37 A. The following options shall be made available to affected employees not required to work during
38 suspended operation/road restrictions:
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- 40 1. Annual leave (vacation), personal leave, emergency leave;
- 41 2. Leave without pay; or
- 42 3. Reasonable opportunity to make up work time lost as a result of suspended operation/road
- 43 restrictions.
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1 **Section 6.9. Callback Procedures.** Employees called back on a regular workday, or called on the sixth
2 (6th) or seventh (7th) consecutive work day, shall receive no less than two (2) hours pay at the
3 appropriate rate.
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9 **Section 6.10. Overtime.** Overtime assignments shall be distributed in accordance with the seniority
10 provisions, except in emergency situations as determined by the District. In the assignment of overtime,
11 the District agrees to provide the employee with as much advance notice as practicable in the
12 circumstances. Normally, employees designated to work overtime on days outside their regular
13 workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of the
14 last shift before the overtime commences.
15

16 **Section 6.10.1.** All hours in excess of forty (40) compensated hours per week shall be compensated at
17 the rate of one and one-half (1½) times the employee's base pay.
18

19 **Section 6.10.2.** All hours worked on the sixth (6th) consecutive day shall be compensated at the rate of
20 one and one-half (1½) times the employee's base pay. All hours worked on the sixth (6th) consecutive
21 day in excess of eight (8) hours shall be compensated at a rate twice the employee's base pay.
22

23 **Section 6.10.3.** All hours worked on the seventh (7th) consecutive day shall be compensated at the rate
24 of twice the employee's base pay.
25

26 **Section 6.10.4.** Bus drivers and security personnel shall be exempt from the provisions of
27 Sections 6.10.2 and 6.10.3 herein. Overtime compensation for bus drivers and security personnel shall be
28 governed in accordance with Section 6.10.1.
29

30 **Section 6.10.5.** In the event that a paid but unworked holiday falls during the employee's assigned week,
31 with the exemption of bus drivers, such paid holiday will be included in any determination of eligibility
32 for overtime, or calculation of overtime benefits. Said holiday will not be included in any determination
33 of eligibility for overtime or calculation of overtime benefits for bus drivers.
34

35 **Section 6.10.6.** In the event the District has occasional additional work available to members of the
36 bargaining unit, the District, in its sole discretion, will offer such work to members of the bargaining unit.
37 The parties agree that the District's decision to either offer, or to not offer, occasional additional work to
38 members of the bargaining unit will not be subject to the grievance procedure.
39

40 **Section 6.11. 4-Day/10-Hour Day Workweek.** While the students are away from school during the
41 summer, the workweek and shift of each employee in the Maintenance and Grounds classification(s)
42 shall consist of four (4) consecutive days of ten and one-half (10½) hours a day, including a thirty (30)
43 minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a
44 twenty (20) minute first half and a twenty (20) minute second half rest period, both of which rest periods
45 shall occur as near the middle of each half shift as is practicable. EXCEPTION: Unless otherwise agreed
46 to by a Maintenance or Grounds classification employee(s) and the employees' supervisor.

Section 6.11.1. All hours worked on the fifth (5th) consecutive day by employees in the Maintenance or Grounds classification shall be compensated at the rate of one and one-half (1-1/2) times the employee's base pay. All hours worked on the fifth (5th) consecutive day in excess of eight (8) hours and in excess of forty (40) hours shall be compensated at a rate twice the employee's base pay.

Section 6.11.2. All hours worked on the sixth (6th) and seventh (7th) consecutive days by employees in the Maintenance or Grounds classification shall be compensated at the rate of twice the employee's base pay.

ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Employees shall receive the following paid holidays that fall within their work year:

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|---------------------------|------------------------------------|
| 1. New Year's Day | 7. Veterans Day |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. President's Birthday | 9. Day after Thanksgiving |
| 4. Memorial Day | 10. Day before or after Christmas* |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | 12. New Year's Eve Day |

Holiday 5 and 10 only apply to full-time employees. Holiday 6 does not apply to school year (180 day) employees. School year employees shall receive pay for an additional one-half (1/2) holiday.

*As determined by the Superintendent.

Section 7.1.1. Unworked Holidays. Eligible employees shall receive pay equal to their normal work shift (up to eight (8) hours) at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday or are on authorized leave, shall be eligible for pay for such unworked holidays. An exception to this requirement will occur if employees are on vacation or can furnish proof satisfactory to the District that because of illness they were unable to work on either of such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays. Employees on the four day 10-hour day workweek when a holiday occurs shall work thirty-two (32) hours in the three (3) workdays left in the week in a mutually agreeable arrangement.

Section 7.1.2. Worked Holidays. Employees who are required to work on the above described holidays shall receive pay due them for the holiday, plus their base rate for all hours worked on such holidays.

Section 7.1.3. Holidays During Vacation. Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

Section 7.2. Vacations. All employees subject to this Agreement shall be credited with hours of vacation credit, based on regular hours worked from September 1 to August 31. Such vacation credit

1 shall be earned, vested, and used as designated in this Article.
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12 **Section 7.2.1.** Employees of the bargaining unit shall receive the following paid vacation:
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<u>Years Of Service</u>	<u>Vacation Credit Computation*</u>
1-5	1 hour for each 24.0 regularly scheduled hours
6	1 hour for each 21.8 regularly scheduled hours
7	1 hour for each 20.0 regularly scheduled hours
8	1 hour for each 18.4 regularly scheduled hours
9	1 hour for each 17.1 regularly scheduled hours
10	1 hour for each 16.0 regularly scheduled hours
11	1 hour for each 15.0 regularly scheduled hours
12	1 hour for each 14.1 regularly scheduled hours
13	1 hour for each 13.3 regularly scheduled hours
14	1 hour for each 12.6 regularly scheduled hours
15+	1 hour for each 12.0 regularly scheduled hours

27
28 *This computation is on the basis of 1,920 hours for full-time employees.
29

30 **Section 7.2.2.** Less than full-time employees will not be allowed to utilize earned vacation days.
31 Instead, these days will be converted to the employee's regular daily rate of pay and added to each
32 affected employee's monthly paycheck.
33

34 Full-time employees become eligible to use vacation credit as paid release time as it is earned. Requested
35 vacation time by full-time employees will be honored if the requested days do not disrupt the normal
36 operation of the District, as determined by the District. Full-time employees will utilize all earned
37 vacation days by August 31. If the District denies an employee's use of earned vacation days, they may
38 be carried over. Additionally, the District will consider, on a case by case basis, the carryover of vacation
39 from one year to the next.
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41 **Section 7.2.3.** Time on layoff (to a maximum of two (2) years) and time on authorized leave of absence
42 will be counted as continuous service for the purpose of retaining vacation eligibility dates.
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ARTICLE VIII

LEAVES

Section 8.1. Illness, Injury, And Emergency Leave. Illness, injury, and emergency leave shall be granted to each employee at the rate of one (1) day per calendar month worked, minimum of ten (10) days for employees whose jobs extend throughout the 180-day school year, to be accumulated up to the legal maximum. The District shall project the number of annual days of illness, injury, and emergency leave at the beginning of the school year according to the estimated calendar months the employee is to work during the year. The employee shall be entitled to the projected number of days illness, injury, and emergency leave at the beginning of the school year. However, if the employee's employment with the District terminates, and the employee has used more illness, injury, and emergency leave than the employee has earned at the time of termination, the District will be entitled to payment from the employee in an amount equal to the unearned illness, injury, and emergency leave used by the employee. Illness, injury, and emergency leave shall be expended and recorded on an hourly basis for purposes of accounting. Emergency leave is provided to cover absences from work to deal with situations which are suddenly precipitated and for which preplanning cannot relieve the necessity of the absence. Such situations must be of major importance and not be a mere convenience. Serious illness of immediate family members qualify as appropriate use of Emergency leave. Under this serious illness provision, the immediate family shall include spouse, children, parents (or anyone having the position of child or parent), sisters, brothers, parent-in-law, grandparents or grandchildren.

Section 8.1.1. The leave and attendance incentive provisions of RCW 28A.58.096, as currently in effect, and rules and regulations pursuant thereto, are by this reference incorporated herein.

Section 8.1.2. Leave Sharing. Employees may donate annual or sick leave to a fellow employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which is likely to cause the employee to take leave without pay or terminate employment. Any such donation of annual or sick leave shall be subject to the terms and limitations of law.

Section 8.2. Bereavement Leave. Each employee shall be entitled to a maximum of three (3) days leave with pay per year, per occurrence, for absence caused by death. Such bereavement will not be deducted from illness, injury, and emergency leave. If extended travel is involved, the employee may use

1 personal leave only if authorized in advance by the District after bereavement leave is exhausted. Under
2 the bereavement leave provision, the following are included: Spouse, children, parents (or anyone having
3 the position of child or parent), foster child, sisters, brothers, mother-in-law, father-in-law, son or
4 daughter-in-law, grandparents and grandchildren, or for attending a funeral for an immediate family
5 member or a close personal friend.
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14 **Section 8.3. Personal Leave.** Up to two (2) days personal leave, with pay, may be granted each year.
15 Application for personal leave shall be processed five (5) workdays in advance (unless personal leave is
16 being utilized in conjunction with either bereavement or paternity leave) using the classified attendance
17 form. In emergency situations where advanced notification cannot be given, the principal or supervisor
18 shall be notified as soon as possible, using the classified attendance form. Personal leave shall be granted
19 for compelling personal reasons. Personal leave is not intended for employment or business ventures or
20 activities which generate income for the employees. Personal leave may not be used during the first and
21 last five (5) workdays of the student school year. On any given day, the District may exercise the option
22 to limit personal leave to five percent (5%) of the represented employee work force, except for the
23 months of April, May and June, when the District may limit personal leave to no more than two (2)
24 employees per work site. Noncumulative.
25

26 **Section 8.4. Paternity/Adoption Leave.** An employee, upon request, will be granted up to three (3)
27 days paid leave, on or about the date of birth of his child, or adoption of his or her child. Such leave shall
28 be deducted from Personal Leave, though if Personal Leave is exhausted, the employee shall be allowed
29 to use emergency leave. If additional days are needed for such leave, the employee shall utilize the
30 Leave of Absence procedures.
31

32 **Section 8.5. Judicial Leave.** In the event an employee is summoned to serve as a juror, or appear as a
33 witness in court in an action to which the employee is not a party, or is named as a codefendant with the
34 District, such employee shall receive a normal day's pay for each day of required presence in court;
35 provided, however, that any compensation received for such service shall be paid to the District. Such
36 repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event that an
37 employee is a party in a court action, such employee may request a leave of absence.
38

39 **Section 8.6. Military Leave.** Employees that are members of Reserve Forces, as specified in RCW
40 38.40.060, shall be granted paid leave not to exceed fifteen (15) days each calendar year. Military leave
41 is in addition to vacation and/or sick leave.
42

43 **Section 8.7. Leave Of Absence.**
44

45 **Section 8.7.1.** Upon recommendation of the immediate supervisor through administrative channels to the
46 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of

1 absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to
2 extended illness, one (1) additional year may be granted by the Board of Directors.
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15 **Section 8.7.1.1. Maternity Leave.**
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- 17 1. Temporary disability leave will be granted for pregnancy. An employee requesting maternity
18 leave shall give written notice to the District as far in advance as possible and at least thirty
19 (30) days prior to commencement of the leave. The request for leave should include: i)
20 anticipated date of birth, ii) estimated date leave is to begin; and iii) estimated date of return
21 from leave.
22
- 23 2. The employee may continue to work until, in the judgement of the employee's physician, her
24 work or her health are in any way impaired by her condition.
25
- 26 3. Illness, Injury and Emergency leave shall be granted, if the employee is eligible for such, for
27 the time the employee's physician certifies that the employee is unable to perform her normal
28 duties as an employee because of her health or disability.
29
- 30 4. Employees may use maternity leave in conjunction with unpaid infant care leave as provided
31 in Section 8.7.1.
32

33 **Section 8.7.2.** An employee returning from a Board approved leave of absence shall be assigned to the
34 position occupied before the leave of absence. In the event the position does not exist in the District, the
35 employee will be assigned to a position substantially comparable to the position held before the leave of
36 absence.
37

38 **Section 8.7.2.1.** Employees may work temporary vacated positions of thirty-one (31) or more working
39 days. Such positions shall be posted for a period of three (3) working days. At the end of the assignment
40 of the temporarily vacated position the employee will return to the employee's previous assignment.
41 Provided, however, this provision may only be utilized by one employee per leave request. The opening
42 created by the filling of the temporary vacated position shall be filled by a substitute employee.
43

44 **Section 8.7.3.** The employee will retain accrued illness, injury, and emergency leave, vested vacation
45 rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and
46 seniority shall not accrue while the employee is on leave of absence.

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Section 8.7.4. Employees returning from an unpaid leave of absence shall notify the District of their expected date of return no later than two (2) calendar weeks prior to the end of the leave.

ARTICLE IX

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 9.1. The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily permanent employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 9.1.1. In the event that more than one employee in the same job classification has the same hire date, seniority will be determined on the basis of application date. In the event that more than one employee in the same job classification has the same hire date and the same application date, the employee with the most hours worked as a substitute or as a temporary employee shall be senior. (Seniority conflicts resolved by other methods prior to the date of this contract shall not be altered by this contract.)

Section 9.2. Each new employee shall remain in a probationary status for not more than sixty (60) working days following the hire date. Employees in probationary status shall be subject to all rights and privileges of the Agreement, except Article XIV, Grievance Procedure. During this probationary period, the District may discharge such employee at its discretion.

Section 9.3. The seniority rights of an employee shall be lost for the following reasons:

- A. Resignation;
- B. Discharge for justifiable cause;
- C. Retirement;
- D. Change in job classification within the bargaining unit, as hereinafter provided; or
- E. Layoff for more than two (2) years.

Section 9.4. Seniority rights shall not be lost for the following reasons, without limitation:

- A. Time lost by reasons of industrial accident, industrial illness, or judicial leave.

1
2 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
3 United States,

4
5 C. Time spent on other authorized leaves, or

6
7 D. Time spent as an unassigned employee.
8

9 **Section 9.5.** Seniority rights shall be effective within the general job classification if the ability and
10 qualifications are equal as determined by the District, as provided in Section 9.6 herein. General job
11 classifications are as set forth in Article I, Section 1.3.
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18 **Section 9.6.** The employee with the earliest hire date shall have absolute preferential rights regarding
19 shift selection, vacation, and overtime. The employee with the earliest hire date shall have preferential
20 rights regarding promotions, assignment to new or open jobs or positions, within job classifications, and
21 layoff when ability and performance are substantially equal to junior employees or outside candidates. If
22 the District determines that seniority rights should not govern because a junior employee or an outside
23 candidate possesses ability and performance substantially greater than a senior employee or senior
24 employees, the District shall set forth in writing to the employee or the employees and the Association's
25 grievance committee chairperson, its reasons why the senior employee or employees have been bypassed.
26

27 **Section 9.6.1.** Increases of two (2) hours or more to job assignments shall be considered new positions,
28 and shall be posted in accordance with their terms of this Agreement.
29

30 **Section 9.7.** Employees who change job classification within the bargaining unit shall retain their hire
31 dates in the previous classifications for a period of one (1) year, notwithstanding that they have acquired
32 a new hire date and a new classification.
33

34 **Section 9.8.** The District shall publicize within the bargaining unit for five (5) school district business
35 days positions as soon as possible after the District is apprised of the opening, except for emergencies.
36 The Association President/Designee shall receive copies of all open positions that occur during the
37 summer.
38

39 **Section 9.9.** In the event of layoff, employees so affected are to be placed on a re-employment list
40 maintained by the District according to layoff ranking by job classification. Such employees will be
41 considered for an opening in the classification held immediately prior to layoff consistent with Section
42 9.6 above. Names shall remain on the re-employment list for two (2) years.
43

44 **Section 9.10.** Employees on layoff status shall file their addresses in writing with the personnel office of
45 the District and shall thereafter promptly advise the District in writing of any change of address.
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Section 9.11. An employee shall forfeit rights to reemployment as provided in Section 9.9 if the employee does not comply with the requirements of Section 9.10, or if the employee does not respond to the offer of reemployment within seven (7) days of receipt of offer.

Section 9.12. An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

ARTICLE X

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 10.1. The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reasons to reprimand an employee, it shall normally be done in a manner which will not embarrass the employee before other employees or the public. Both the District and the Association recognize that certain situations may require discipline or reprimand immediately, even though others may be present.

Section 10.2. Notification To Non-Annual Employees. This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.

Section 10.2.1. Prior to the end of school in June of each year, the District will either issue letters of its intent to rehire non-annual employees or, if the District anticipates a reduction of available work the following September, letters of layoff to employees so affected.

Section 10.2.2. Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.

Section 10.2.3. Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

Section 10.3. Except in extraordinary cases, the District will give employees two (2) weeks written notice of intention to discharge or layoff employees, and employees will give the District two (2) weeks written notice of intent to resign. Employees who do not give such notice will forfeit any accrued

1 vacation pay.
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5 **ARTICLE XI**

6
7 **INSURANCE**
8

9 **Section 11.1. Entitlement.** Regular employees enrolled in any mutually approved insurance plan or
10 plans, shall receive a prorated District benefit contribution, based on the employee's FTE status of the
11 sum equal to the amount funded by the State for insurance benefit purposes, per month for twelve (12)
12 months. For insurance calculation purposes, 1 FTE = 1,440 hours of compensation per year. The District
13 shall pay the maximum premium amount specified in this Section for mutually approved basic insurance
14 programs which may include: medical, dental, vision, group term life, and group long-term disability
15 insurance coverage. Optional programs shall include VEBA I, Cancer Insurance, Accident Insurance,
16 Salary Insurance, or Supplemental Group Life Insurance. The parties hereby agree to maintain current
17 contract language for this section. Additionally the parties understand the first deduction will be for the
18 dental plan with the remainder applied to medical.
19

20 **Section 11.1.1.** All bargaining unit insurance dollars shall be pooled for the purpose of paying the cost of
21 premiums of basic insurance coverage for each bargaining unit member. Only after members of the
22 bargaining unit have received benefit of basic insurance coverage, shall pool dollars be used for optional
23 coverage.
24

25 **Section 11.1.2.** It is agreed that upon closing of the insurance enrollment period the District shall
26 compare the bargaining unit insurance premium usage to the size of the insurance premium pool. This
27 comparison shall be made again in July to insure full utilization and compliance with all State
28 regulations. All such information shall be provided to the Association.
29

30 **Section 11.1.3. Insurance Pooling.** The FTE count for pool generation and pool distribution is closed
31 with the submission of the S-275 Report. All employees subject to this Agreement who are hired after
32 the submission of the S-275 report date of each year shall be entitled to the amount defined in Section
33 11.1. per FTE based upon 1440 hours of work, and not participate in the insurance premium pool.
34 Further, except for the addition of new dependents, enrollments for dependents close on the cutoff date
35 for October payroll each year.
36

37 **Section 11.2.** The District shall provide tort liability coverage for all employees subject to this
38 Agreement, provided such employee, at the time of the act or omission complained of was acting in good
39 faith within the scope of his/her employment, or under the direction of the District, and was not guilty of
40 gross negligence or an intentional tort in such act or failure to act.
41

42 **Section 11.3.** The District shall make required contributions for industrial insurance on behalf of all
43 employees subject to this Agreement. If an employee is covered by industrial insurance, the employee
44 may have the option of coordinating sick leave benefits and industrial insurance benefits. Such
45 coordination will not result in a higher level of compensation than the employee's regular salary.
46

1 **Section 11.4.** In determining whether an employee subject to this Agreement is eligible for participation
2 in the Washington State Public Employees' Retirement System, the District shall report all hours worked,
3 whether straight time or overtime.
4

5 **Section 11.5.** All employees subject to this Agreement shall be entitled to participate in a tax sheltered
6 annuity plan. On receipt of a written authorization by an employee, the District shall make the requisite
7 withholding adjustments and deductions from the employee's salary, subject to District's Administrative
8 bookkeeping capacity.
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21 **ARTICLE XII**

22
23 **VOCATIONAL TRAINING**

24
25 **Section 12.1.** In the mutual interests of the District and Association, the District shall cause funds to be
26 available which may be used by employees subject to this Agreement for vocational improvement,
27 approved by the District. The sole prerogative to implement this section or not shall lie with the District.
28

29 **Section 12.1.1.** Employees attending training courses or seminars requested by the District will suffer no
30 loss of regular salary, if the course requires them to attend on their regular school employment time, but
31 no salary payment will be made for any time the employee would not have regularly worked; however,
32 expenses incurred for transportation and/or training course fee and tuition will be paid by the School
33 District. Approval of the School District will be based upon value of the training to the District and
34 availability of funds.
35

36 **Section 12.2.** Such funds may be utilized for the following purposes.
37

38 **Section 12.2.1.** Salary and reimbursement for employees subject to this Agreement to attend recognized
39 vocational courses within the State of Washington.
40

41 **Section 12.2.2.** Expenses in materials to establish courses of study within the confines of the District
42 which would be of mutual benefit to the employee and the District.
43

44 **Section 12.2.3.** Purchase of recognized vocational courses from District approved local, State or national
45 institutes which are of benefit to the District and employee subject to this Agreement.
46

1 **Section 12.2.4.** Employees attending training courses required by the District, including first aid, CPR,
 2 and other health related training courses, District safety meetings, District scheduled department
 3 meetings, maintenance and custodial workshops, shall be compensated at their appropriate time rate.
 4 Fees, tuition, and mileage reimbursement for courses not held in an Oak Harbor School facility shall be
 5 paid by the District. (Mileage reimbursement for the distance from the employee's work site to the site of
 6 the training course and return to the work site only.)
 7

8 Employees required by Federal or State regulation or by the District, as a condition of initial
 9 employment, to become certified or examined or re-certified or re-examined in any fashion shall not be
 10 eligible for such benefits, but will be expected to complete any such courses or training at their own
 11 expense.
 12

13 For all training courses funded by the District, the District reserves the right to direct the scope, location,
 14 and/or facilities to be utilized pursuant to this section.
 15

16 **Section 12.3. Apprenticeship.** The parties agree to participate in the Washington Public School
 17 Classified Employees Joint Apprenticeship and Training Committee Program (WPSCEJATC) beginning
 18 September 1, 1994. Training will be available for individuals in the Secretarial and Instructional
 19 Assistant job categories.
 20
 21
 22

23 **ARTICLE XIII**

24 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

25
 26
 27 **Section 13.1.** Each employee subject to this Agreement, who, on the effective date of this Agreement, is
 28 a member of the Association in good standing shall, as a condition of employment, maintain membership
 29 in the Association in good standing during the term of this Agreement.
 30

31 **Section 13.2.** All employees subject to this Agreement who are not members of the Association on the
 32 effective date of this Agreement, and all employees who are hired at a time subsequent to the effective
 33 date of this Agreement, shall, as a condition of employment, become members in good standing of the
 34 Association within thirty (30) days of the effective date of this Agreement or within thirty (30) days of
 35 the hire date, whichever is applicable. Such employee shall then maintain membership in the Association
 36 in good standing during the term of this Agreement.
 37

38 **Section 13.3.** The parties recognize that an employee should have the option of declining to participate
 39 as a member in the Association, yet contribute financially to the activities of the Association in
 40 representing such employee as a member of the collective bargaining unit. Therefore, as an alternative
 41 to, and in lieu of the membership requirements of the previous sections of this Article, an employee who
 42 declines membership in the Association may pay to the Association each month a service charge as a
 43 contribution towards the administration of this Agreement. This service charge shall be collected by the
 44 Association in the same manner as monthly dues.
 45

46 **Section 13.4.** Any employee who refuses to become a member of the Association or pay the service

1 charge in accordance with the previous sections will have such fees deducted from his/her monthly pay
2 check.

3
4 **Section 13.5.** The District will notify the Association President/Designee of all new hires within ten (10)
5 working days of the hire date. The Association will inform the new hire of the terms and conditions of
6 this Article after notification of hire.

7
8 **Section 13.6.** Nothing contained in this Agreement shall require Association membership of employees
9 who object to such membership based on bona fide religious tenets or teachings of a church or religious
10 body of which such employee is a member. Such employee shall pay an amount equivalent to normal
11 dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and
12 the Association. The employee shall furnish written proof that such payment has been made. If the
13 employee and the Association cannot agree on such matter, it shall be resolved by the Public
14 Employment Relations Commission pursuant to RCW 41.56.

15
16 **Section 13.7. Checkoff.** The District shall deduct PSE dues or service charges from the pay of any
17 employee who authorizes such deductions in writing pursuant to RCW 41.56.110, as well as any
18 employees referenced in Section 13.4. The District shall transmit all such funds deducted to the
19 Treasurer of the Public School Employees of Washington on a monthly basis.

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21
22
23 **ARTICLE XIV**

24
25 **GRIEVANCE PROCEDURE**

26
27 A. **Purpose:** The purpose of this procedure is to provide an orderly method of resolving grievances. A
28 determined effort shall be made to settle such differences at the lowest possible level in the grievance
29 procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable
30 times.

31
32 **B. Definitions:**

- 33
34 1. Grievant - A grievant is an employee, or in the case of the Union's contractual rights, the union.
35
36 2. Grievance - A grievance is defined as a dispute involving the interpretation or application of the
37 specific terms of this Agreement.
38
39 3. Days - Days in this procedure are normal District office workdays.

40
41 C. **Timelines:** Grievances shall be processed in the following manner and within the stated time limits.
42 Time limits provided in this procedure may be extended only by mutual written agreement.

43
44 Failure on the part of the Employer at any step of this procedure to communicate the decision on a
45 grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal
46 at the next step of this procedure.

1
2 Failure on the grievant (employee or union) to present or proceed with a grievance within the specified or
3 mutually extended time limits will render the grievance waived.
4

5 D. **Representation:** The grievant may waive the union's involvement in the procedures at any step. If
6 the grievant elects not to have union representation, the union shall have the opportunity to be present
7 at the adjustment of the grievance and to make its views known or shall receive the same written
8 responses provided to the grievant.
9

10 E. **Process:**

11
12 Step 1. Informal Level. Informal Submission of Grievance to Supervisor.

13
14 Within twenty (20) days following the occurrence of the event giving rise to the grievance, or twenty (20)
15 days after the event is known or reasonably should have been known, the employee shall attempt to
16 resolve the grievance informally with the immediate supervisor. The immediate supervisor shall respond
17 informally within ten (10) days of the employee's presentation.
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24 Step 2. Formal Level. Written Submission of Grievance to Supervisor.

25
26 If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall
27 submit it to the immediate supervisor within ten (10) days after receipt of the informal response. The
28 written grievance shall contain the following:
29

- 30 a. A statement of the alleged grievance including the facts upon which the grievance is based;
- 31
- 32 b. Reference to the specific terms of the agreement which have been allegedly violated; and
- 33
- 34 c. Remedy sought.
35

36 In presenting the grievance, the employee may elect to represent himself/herself or be accompanied by a
37 representative of the union. The immediate supervisor will inform the employee and the union in writing
38 of the disposition of the grievance within ten (10) days of the presentation of the grievance.
39

40 Step 3. Superintendent Level. Written Submission of Grievance to the Superintendent.

41
42 a. Individual Grievance

43
44 If the grievance is not settled at Step 2 and the Association believes the grievance to be valid, a
45 written statement of grievance shall be submitted within ten (10) working days to the District
46 Superintendent or the Superintendent's designee. The Superintendent or his/her designee will

1 review the grievance with the parties involved and provide a written statement of the disposition
2 to the employee with a written copy to the union, within ten (10) days of receipt of the grievance.
3

4 b. Union Grievances
5

6 A grievance which the union may have against the Employer, limited as aforesaid to matters
7 dealing with the interpretation or application of terms of this Agreement relating to union rights,
8 shall be commenced by filing in writing (in the format of Step 2 above) with the Superintendent.
9 Such filing shall be within ten (10) days following the occurrence of the event giving rise to the
10 grievance or ten (10) days after the event is known or reasonably should have been known. The
11 Superintendent or his/her designee and the union will have ten (10) days from the receipt of the
12 grievance to resolve it.
13

14 Step 4. Arbitration
15

16 If no settlement is reached in Step 3, the union may request that the matter be submitted to an arbiter as
17 hereinafter provided:
18

- 19 a. Written notice of a request for arbitration shall be made to the Superintendent within twenty (20)
20 days of receipt of the disposition letter at Step 3.
- 21
- 22 b. Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms
23 of this Agreement.
- 24
- 25 c. When a timely request has been made for arbitration, the parties shall attempt to select an
26 impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an
27 arbiter within ten (10) days after submission of the written request for arbitration, the provisions
28 of paragraph (d) below shall apply to the selection of an arbiter.
29
- 30 d. In the event an arbiter is not agreed upon as provided in paragraph (c), above, the parties shall
31 jointly request the American Arbitration Association to submit a panel of nine (9) arbiters who
32 reside and practice in Washington or Oregon. Such request shall state the issue of the case and
33 ask that the nominees be qualified to handle the type of case involved. When notification of the
34 names of the nine (9) arbiters is received, the parties shall each independently strike from the list
35 those unacceptable arbiters and shall rank, in order of preference, the remaining arbiters.
36

37 The parties shall then meet and compare their lists. From among the mutually acceptable
38 arbiters, the one with the lowest combined preference number shall be the arbiter. In the event of
39 a tie between two or more arbiters, a single arbiter shall be chosen by lot. In the event there are
40 no mutually acceptable arbiters on the panel, the parties, in turn, shall have the right to strike a
41 name from the panel until only one (1) name remains. The remaining person shall be the arbiter.
42 The right to strike the first name from the panel shall be determined by lot.
43

44 In the event either party is dissatisfied with the credentials of the arbiters whose names are on the
45 first panel offered by the American Arbitration Association, such party can summarily reject that
46 panel and insist on a second panel. Selection must be made from the second panel.

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e. Arbitration proceedings shall be in accordance with the following:

- 1. The arbiter, once appointed, will inform the parties as to the procedures which will be followed.
- 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.
- 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decision shall be final and binding on both parties.
- 4. The arbiter shall rule only on the basis of information presented at the hearing and shall refuse to receive any information after the hearing except by mutual agreement.
- 5. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance.

The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

- 6. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- 7. The arbiter shall specify in the award that the Employer or the Union, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter including necessary expenses.
- 8. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

F. **Binding Effect of Award:** All decisions arrived at under the provisions of this Article by the representatives of the Employer and the Union at Steps 1, 2 and 3, or by the arbiter, shall be final and binding upon both parties; provided, however, that in arriving at such decision neither of the parties or the arbiter shall have the authority to alter this Agreement in whole or in part.

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

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

1
2 I. **Freedom From Reprisal**: There will be no reprisals against the grievant or others as a result of
3 his/her participation in this process.
4
5

6
7 **ARTICLE XV**
8

9 **TRANSFER OF PREVIOUS EXPERIENCE**
10

11 **Section 15.1.** When any employee leaves any school district within the State and commences
12 employment within this District, the employee shall retain the same leave benefits and other benefits that
13 the employee had in the previous position.
14

15 If this District has a different system for computing leave benefits and other benefits, the employee shall
16 be granted the same leave benefits and other benefits as an employee in this District who has similar
17 occupational status and total years of service.
18

19 Seniority rights shall not be transferred in any manner. Longevity rights (the number of years of service
20 in a position) shall be fully transferable (for placement on salary schedule, vacation schedule, etc.) and
21 shall be considered as "other benefits".
22

23 An employee who leaves employment with this District and returns shall be treated in the same manner
24 as above.
25

26
27 **ARTICLE XVI**
28

29 **SALARIES AND EMPLOYEE COMPENSATION**
30

31 **Section 16.1.** Employees shall be compensated in accordance with the provisions of this Agreement for
32 all hours worked.
33

34 **Section 16.2.** Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to
35 the terms and conditions of Article XVII, Section 17.1 and the attached Memorandum of Understanding.
36
37

38 **Section 16.3.** Retroactive pay, if applicable, shall be paid as soon as possible but in no event later than
39 the second regular payday following execution of this Agreement. In the case of retroactive pay resulting
40 from negotiations pursuant to Article XVII, Section 17.1, such retroactive pay shall be paid on the first
41 regular payday following agreement on such schedule, if possible, and in any case not later than the
42 second regular payday.
43

44 **Section 16.4.** Incremental steps, where applicable, shall take effect on September 1. Incremental steps
45 for new employees whose anniversary dates occur between September 1 and January 31 will be effective
46 on the following September 1. Employees whose anniversary dates occur between February 1 and

1 August 31 will receive incremental steps effective the September 1 following their first anniversary.
2

3 **Section 16.5.** Any employee who changes job positions within classifications shall receive full longevity
4 credit regarding step placement on Schedule A. If an employee moves to a higher paying classification,
5 the employee will be placed on the appropriate step to insure a salary increase.
6

7 **Section 16.6.** For the purpose of calculating daily hours, employees will be compensated for the time
8 worked. There will be no rounding up or rounding down to the next quarter hour.
9

10 **Section 16.7.** Employees authorized to drive personal vehicles from one school building to another in the
11 course of their work shall receive a mileage allowance equal to the rate equal to the amount recognized
12 by the IRS for reimbursement purposes. The same allowance shall be paid for authorized use of personal
13 cars for out-of-district travel.
14

15 **Section 16.8.** Employees required to remain overnight on District business shall be reimbursed for
16 reasonable room and board.
17

18 **Section 16.9.** Employees hired after September 1, 1995 may be required by the District to receive their
19 monthly paychecks via electronic deposit.
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29 **ARTICLE XVII**

30 **TERM AND SEPARABILITY OF PROVISIONS**

31
32
33 **Section 17.1.** The term of this Agreement shall be September 1, 2001 to August 31, 2004. The parties
34 also mutually agree to the flow through of any state funded salary increase for the 2001-2002 and the
35 2002-2003 school years without deducting increments.
36

37 **Section 17.2.** All provisions of this Agreement shall be applicable as mutually agreed upon by the parties
38 in this Agreement. This Agreement may be reopened and modified at any time during the term of this
39 Agreement only upon mutual consent of the parties in writing.
40

41 **Section 17.3.** In the event of a substantial reduction in State or Federal funding, either party may reopen
42 economic provisions of this Agreement.
43

44 **Section 17.4.** If any provision of this Agreement or the application of any such provision is held invalid,
45 the remainder of this Agreement shall not be affected thereby.
46

1 **Section 17.5.** Neither party shall be compelled to comply with any provision of this Agreement which
2 conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

3
4 **Section 17.6.** In the event either Section 17.4 or 17.5 apply to any provision of this Agreement, such
5 consideration for reopening shall be in accordance with the terms of Section 17.2.
6

7
8
9 **ARTICLE XVIII**

10
11 **TRANSPORTATION**

12
13 **Section 18.1. Transportation.** Recognizing that personnel in the Transportation classification present
14 special shift problems, the parties agree that shifts shall be established in the Transportation classification
15 in relation to routes and driving time requisite to fulfilling tasks as assigned by the Transportation
16 Director.
17

18 **Section 18.2. Bus Cleanup.** Bus drivers shall receive pay for fifteen (15) minutes per day, per assigned
19 bus, for the purpose of interior bus cleanup, warm-up, and operational checks, in addition to the actual
20 hours of driving time. These fifteen (15) minutes shall not be available as paid time if the bus was
21 previously checked that day.
22

23 **Section 18.3.** Each bus driver will report for work at a time designated by the District. Reporting time
24 for each route will be posted when routes are established by the District, consistent with Sections 18.7
25 and 18.9.
26

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29
30 **Section 18.4.** Each driver will clock in on the time clock at the reporting time as designated by the
31 District. Designated clock-in time will be at least five (5) minutes before scheduled departure time.
32

33 **Section 18.5.** Pre-trip bus inspections and bus interior cleanup will be completed within the limits of
34 each driver's clock-in and clock-out time. Clock-out time will be scheduled by the District to provide a
35 total of fifteen (15) minutes daily for bus cleanup, warm-up, and operational checks, beyond driving time
36 as defined in Section 18.2. Each driver will clock out at his/her designated clock-out time.
37

38 **Section 18.6. Driving Schedules And Assignments.** Driving time shall commence with the departure
39 from the bus garage and shall conclude upon arrival at the bus garage. If there are thirty (30) minutes or
40 less between assignments, the basic salary rate shall continue uninterrupted. If there are more than thirty
41 (30) minutes between assignments, the base hourly rate shall cease at the conclusion of the assignment,
42 providing the assignment ends at the bus garage, and will commence at the beginning of the next
43 assignment. All assignments shall begin and end at the bus garage. A normal regular work shift or
44 workday for bus drivers shall be defined as that shift or day in which the driver is driving his/her regular
45 route the same time day after day. Drivers will receive a minimum of one (1) hour for attending staff
46 meetings. Only classified employees, classified as bus drivers, meeting State requirements for a school

1 bus driver, shall be used to drive regularly scheduled runs or school buses (school buses defined as any
 2 vehicle used to transport school children having a capacity of twelve (12) or more people) unless an
 3 emergency should arise requiring the use of other qualified drivers, as determined by the District. An
 4 exception to these requirements is the use of the NJROTC bus.

5
 6 **Section 18.7. Routes**

- 7
 8 A. A regular route is defined as a route transporting students to and from home in the AM and PM.
 9
 10 B. A mid-day route is defined as a route transporting students to and from home in the middle of
 11 the school day.
 12
 13 C. A transfer run is defined as a run transporting students from one learning location to another
 14 learning location and, upon assignment, shall become part of a driver's regular route for the year,
 15 provided that student need is sufficient to justify the run. Upon approval of the manager, a
 16 driver may choose to not continue driving a transfer run at any time. When this occurs, the next
 17 most senior available driver who wants such transfer run shall then take the run for the
 18 remainder of the school year. Transfer runs do not include activities that are carried on
 19 intermittently at sites other than learning locations.
 20

21 **Section 18.8. Publishing Routes.** The Transportation Director shall publish as early in the school year
 22 as practicable, on or before October 15th, the District plan for transportation in support of the regular
 23 school curriculum. The District plan shall include the following minimum information; route/routes to be
 24 driven, assignments regarding pickup and delivery, and driving time(s).
 25
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31 **Section 18.9. Assigning Routes.**

- 32
 33 A. The Transportation Director will assign routes temporarily as necessary to begin the school year,
 34 pending publication of the District plan. Drivers will be permanently assigned for the year by
 35 seniority when the District plan is published.
 36
 37 B. A route that is substantially unchanged from one year to the next may, at the driver's option, be
 38 maintained by the driver assigned it the previous year, unless the Transportation Director
 39 determines that a reassignment should be made in the best interests of the District. A substantial
 40 change is defined as more than one-half (½) hour difference in total time per day. If the
 41 Transportation Director makes such a determination, the specific reasons for the change will be
 42 put in writing upon the request of the affected employee. When such a change is made, the
 43 affected driver will be reassigned to another route on the basis of seniority.
 44
 45 C. If no driver requests handicapped routes, or if in the judgment of the Transportation Director,
 46 drivers who request such routes are not qualified, the Transportation Director has the discretion

1 to assign such routes. If affected employee(s) request written rationale for being found to be not
2 qualified for such routes, the Transportation Director will provide the employee with such
3 written rationale.
4

5 D. After regular routes have been assigned, mid-day routes will be assigned per seniority starting
6 with the most senior available driver until all mid-day routes have been assigned. After mid-day
7 routes have been assigned, transfer runs will be assigned per seniority starting with the most
8 senior available driver. It is understood that transfer runs in the AM and PM and mid-day may
9 be assigned to the most senior driver at that location not working at that time.
10

11 E. If regular drivers are ill or absent for other reasons, regular drivers who are available shall
12 receive such "extra assignments." Such assignment shall be on a seniority basis starting with the
13 most senior available driver.
14

15 F. Extra Trip Driver(s), if not already assigned to an extra trip, may be assigned by the
16 Transportation Director to drive for regular drivers who are ill or absent for other reasons.
17

18 **Section 18.10. New assignments and open routes.**
19

20 A. New assignments will be defined as any work or time that has not been assigned to a driver
21 before.
22

23 B. Open routes shall be defined as a route that has become vacant and which the District decides to
24 continue.
25

26 C. New or open routes shall be open to bid. The most senior driver to bid will be awarded the open
27 route until all drivers currently hired have a route assigned.
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32 **Section 18.11. Route Changes.** Route assignments will not be changed during the year, except in the
33 best interests of the District as determined by the Transportation Director. In the event that the
34 Transportation Director determines that an assignment should be changed during the year, he/she will put
35 in writing his/her reasons for the change, and deliver copies to the affected drivers who request such
36 written documentation. In the event such changes are made, seniority as described above, will apply.
37

38 **Section 18.12. Extra Trips.**
39

40 A. All other transportation activities shall be considered extra trips. Trips two (2) hours or less per
41 day that occur more than once per week, will be considered one (1) extra trip (e.g., activity runs,
42 bowling, swimming, etc.).
43

44 B. At the beginning of each semester, the Transportation Director will provide an opportunity for
45 drivers wishing to be considered for extra trips to sign up for such trips. Drivers shall not be
46 considered eligible for extra trip assignments if it requires the District to pay overtime. Drivers

1 may not forfeit a portion of their regular daily route assignment in order to qualify for extra trips
2 (except for the day of the trip itself).
3

4 C. The District may, depending on staffing needs as determined by the District, employ drivers who
5 will be assigned only to extra trips. Such drivers will also be added to the extra trip list at the
6 beginning of each semester.
7

8 D. In the event the District employs drivers who are assigned as "Extra Trip Drivers," regular route
9 drivers may apply and will be considered for such assignment consistent with the terms of this
10 contract.
11

12 E. Extra trips will be assigned first to Trip Driver(s) up to forty (40) hours per week (Mondays
13 through Sundays). All remaining trips shall be assigned on a seniority basis. Scheduled trips
14 will be assigned in weekly blocks until the seniority roster has made a complete rotation.
15

16 F. The most senior eligible driver will be awarded the first trip on the board, the next eligible driver
17 in seniority the second trip on the board and so on, until a full rotation of the roster is completed.
18 Only after a full rotation of the extra trip roster has taken place, will assignments of extra trips
19 again begin at the top of the extra trip roster. If a driver turns down an extra trip for any reason,
20 that driver will not be eligible for another extra trip until a full rotation of the seniority list has
21 been made.
22

23 G. If trips are scheduled after weekly assignments have been made, such trips shall be assigned to
24 the most senior eligible driver.
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33 **Section 18.13. Random Drug Testing.** Random drug testing for bus drivers will be guided by the
34 following concepts:
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36 A. Employees who voluntarily come forward to inform the District of a drug and/or alcohol
37 dependency and of their immediate intent to enter a licensed treatment program will be granted
38 leave without pay. The notification of intent to enter a licensed treatment program must occur
39 prior to any notification of the need for a drug test. Procedures for reinstatement to driving duties
40 shall be applied uniformly and consistently.
41

42 B. Employees will not be required to undergo testing on a non-working day.
43

44 C. All costs involved in any District testing and evaluation procedures shall be borne by the District.
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**MEMORANDUM OF UNDERSTANDING CONCERNING CONCEPTUAL
FRAMEWORK FOR DETERMINING PSE COMPENSATION LEVELS**

THE OAK HARBOR SCHOOL DISTRICT AND THE PSE CHAPTER OF OAK HARBOR HAVE REACHED CONCEPTUAL AGREEMENT ON THEIR MUTUAL INTERESTS TO DEVELOP A WAGE STRUCTURE THAT PAYS FAIR AND COMPETITIVE WAGES BY AGREEING TO A PROCESS WHICH CONTAINS THE FOLLOWING SPECIFIC ELEMENTS:

- 1) The parties will utilize the annual School Information Research Service (SIRS) report of school districts of comparable size to Oak Harbor (5000-9999 student FTE) and designate these districts as being comparable to Oak Harbor School District for compensation comparison purposes.
- 2) The parties agree this memorandum of understanding will be in existence for a period of three (3) years and will expire August 31, 2004.
- 3) The parties anticipate that certain classifications may be above the current SIRS average, and they agree that such classifications will neither suffer a salary reduction nor be frozen, but may receive only the amount of state flow through during the period necessary to bring all classifications at least up to current SIRS average.
- 4) The parties have selected comparable positions for each bargaining unit position and, using the SIRS figures under that classification for which the position is reported, have, arrived at a "mean" wage for each identified position.
- 5) The district will apply any state funded salary increase monies received during the term of this agreement to all classifications on Schedule A without deducting increments.
- 6) Beginning with the 2001-2002 school year, (year one) the district will pay \$40,000.00, effective September 1, 2001, toward upgrading the payroll, accounts payable, computer techs, maintenance, grounds, warehouse/delivery, and security positions. The money will be applied to the salary schedule on a cent per hour basis.

LETTER OF AGREEMENT

As the result of scheduling elementary and middle school parent conferences, two full days in the fall and two full days in the spring, the elementary and middle school students will attend school 176 days. Instructional Assistants are scheduled to work on student days.

The Oak Harbor School District and the PSE of Oak Harbor have reached an agreement concerning scheduling of additional hours of work for the 2000-2001 school year for instructional assistants who would otherwise lose hours because they will not be working on parent conference days. The parties have chosen to reduce this agreement to writing as follows:

1. The parties understand and acknowledge that by altering the K-8 parent conference schedule for the 1999-2000 school year, the District affected the expected work year of certain members of the PSE bargaining unit.
2. After a full discussion of the effects of the altered K-8 parent conference schedule, the parties agreed to a process to provide reinstated hours for the employees on the attached document.
3. Identified employees affected by the decision referenced above may choose to restore the hours that were eliminated by the District's decision referenced above, by working with their principal to schedule the number of hours specified on the attached document.
4. Identified employees who chose to restore hours will develop a mutually agreeable schedule with their principal. Such hours may be scheduled in a variety of ways – attendance at staff meetings, District or ESD training opportunities, working in the library, working under the direction of a classroom teacher, working on special projects under the direction of the principal.
5. The parties agree that neither the overtime provisions of Section 6.10 nor the regular shift and work week provisions of Section 6.5 of the existing collective bargaining agreement are applicable to the additional hours provided for in this Letter of Agreement. The parties further agree that any disputes concerning the additional hours provided for in this Letter of Agreement are not subject to Article XIV, Grievance Procedure, but will be addressed in the Conference Committee.
6. The parties agree that the solution contained herein does not set precedent for solutions to any future similar situations.

