

COLLECTIVE BARGAINING AGREEMENT BETWEEN
CENTRALIA SCHOOL DISTRICT NO. 401

AND

**PUBLIC SCHOOL EMPLOYEES OF
CENTRALIA**

SEPTEMBER 1, 2015 THROUGH AUGUST 31, 2018



Public School Employees of Washington / SEIU Local 1948
P. O. Box 798
Auburn, Washington 98071-0798
1.866.820.5652

TABLE OF CONTENTS

	<u>Page</u>
DECLARATION OF PRINCIPLES	1
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	2
ARTICLE III RIGHTS OF EMPLOYEES	2
ARTICLE IV RIGHTS OF THE ASSOCIATION	4
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	5
ARTICLE VI ASSOCIATION REPRESENTATION	5
ARTICLE VII HOURS OF WORK AND OVERTIME	6
ARTICLE VIII HOLIDAYS AND VACATIONS	12
ARTICLE IX LEAVES	13
ARTICLE X PROBATION, SENIORITY, AND LAYOFF PROCEDURES	19
ARTICLE XI EVALUATION	22
ARTICLE XII DISCIPLINE AND DISCHARGE OF EMPLOYEES	24
ARTICLE XIII INSURANCE AND RETIREMENT	25
ARTICLE XIV PROFESSIONAL DEVELOPMENT	27
ARTICLE XV ASSOCIATION MEMBERSHIP AND CHECKOFF	28
ARTICLE XVI GRIEVANCE PROCEDURE	29
ARTICLE XVII SALARIES AND EMPLOYEE COMPENSATION	31
ARTICLE XVIII TERM AND SEPARABILITY OF PROVISIONS	33
SIGNATURE PAGE	35
2015-2016 SCHEDULE A	36
2016-2017 SCHEDULE A	37
2017-2018 SCHEDULE A	38

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

DECLARATION OF PRINCIPLES

1. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
2. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to providing means of amicable discussion and adjustment of matters of mutual interest.

P R E A M B L E

This Agreement is made and entered into between Centralia School District #401 (hereinafter "District") and Public School Employees of Centralia School District, an affiliate of Public School Employees of Washington / SEIU Local 1948 (hereinafter "Association").

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

A R T I C L E I

R E C O G N I T I O N A N D C O V E R A G E O F A G R E E M E N T

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.5, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

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

Section 1.3.

Within thirty (30) days following execution of this agreement, the District will provide the Association with complete job descriptions for all employees subject to this Agreement.

Section 1.4.

The District will provide the Association with such amendments, changes, and additions to job descriptions as they may from time to time occur.

1 **Section 1.5.**

2 The bargaining unit to which this agreement is applicable shall consist of all classified employees
3 filling positions in the following general job classifications: transportation and food service. Excluded
4 from the bargaining unit are: (1) the director of food services, (2) the transportation director, (3) the
5 assistant transportation director, (4) the shop foreman, (5) the transportation secretary, and (6) all
6 substitutes; except that, substitute employees working thirty (30) days or more in a school year are
7 recognized as bargaining unit substitutes. Once a substitute is recognized as a bargaining unit
8 substitute they will remain a bargaining unit substitute as long as they work a minimum of thirty (30)
9 days each school year. Bargaining unit substitutes are subject to only the terms of Section 17.5 and
10 Schedule A.

11
12
13
14 **ARTICLE II**

15
16 **RIGHTS OF THE EMPLOYER**

17
18 **Section 2.1.**

19 It is agreed that the customary and usual rights, powers, functions, and authority of management are
20 vested in the District except as specifically and expressly relinquished by this agreement.

21
22 **Section 2.2.**

23 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
24 District. In making rules and regulations relating to wages, hours, and matters of working conditions,
25 the District shall give due regard and consideration to the rights of the Association and the employees
26 and to the obligations imposed by this agreement.

27
28 **Section 2.3.**

29 The names of elected officers and elected or appointed committee members of the Association shall be
30 provided in writing to the superintendent of the District within ten (10) days after their election or
31 appointment.

32
33
34
35 **ARTICLE III**

36
37 **RIGHTS OF EMPLOYEES**

38
39 **Section 3.1.**

40 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
41 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
42 The freedom of such employees to assist the Association shall be recognized as extending to
43 participation in the management of the Association, including presentation of the views of the
44 Association to the board of directors of the District, or their designated representatives, or any other
45 governmental body, group, or individual. The District shall take whatever action required or refrain
46 from such action in order to ensure employees that no interference, restraint, coercion, or
47 discrimination is allowed within the District to encourage or discourage membership in any employee
48 organization.

1 **Section 3.2.**

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

4
5 **Section 3.3.**

6 Each employee subject to this Agreement has the right to have an Association representative present at
7 discussions between themselves and supervisors or other representatives of the District provided the
8 employee gives prior notice.

9
10 **Section 3.4.**

11 Each employee reserves and retains the right to delegate any right or duty contained in this agreement,
12 exclusive of compensation for services rendered, to appropriate officials of the Association; provided,
13 however, that it is expressly understood and agreed that the District will not be obligated to deal with
14 any person or group not specified in this agreement.

15
16 **Section 3.5.**

17 Neither the District, nor the Association, shall unlawfully discriminate against any employee subject to
18 this agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a
19 physical handicap with respect to a position, the duties of which may be performed efficiently by an
20 individual without danger to the health or safety of the physically handicapped person or others.

21
22 **Section 3.6.**

23 Employees shall, upon request, have the right to inspect their complete personnel file kept at the
24 District personnel office. A supervisor may maintain an additional personnel file relating to an
25 employee's work evaluation; therefore, the employee shall, upon request, have the right to inspect the
26 contents of the personnel file in the supervisor's office.

27
28 Grievances, and their dispositions, would necessarily be a part of the supervisor's personnel file.

29
30 The employee has the right to request a representative of the Centralia PSE to be present during the
31 inspection of either file. The employee, furthermore, has the right to place in writing a personal
32 reaction to any document which appears in his/her files; the reaction to become part of the file.

33
34 No material of a personal nature dealing with job performance or evaluation shall be entered into either
35 file without being shown to the employee. Upon request, a single copy of any document shall be
36 provided by the District, at the employee's expense, within three (3) working days.

37
38 The employee has the right to grieve any information contained in the personnel files; except, that the
39 content of an evaluation may not be grieved. Employees may appeal their evaluation to the assistant
40 superintendent.

41
42 Each employee may submit a written request to have any derogatory/disciplinary material (as
43 determined by the employee) removed from his/her personnel file after three (3) years from the date of
44 entry. Material relating to circumstances involving extraordinary actions, for example, criminal
45 activity, sexual improprieties, or danger to students and/or staff, may be exempted from the three (3)
46 year rule. Evaluations and any other documents required by statute are exempt from this provision.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE IV

RIGHTS OF THE ASSOCIATION

49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

Section 4.1.

The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 4.2.

The Association will be notified within five (5) working days by the District of written grievances or formal, scheduled disciplinary actions taken against any employee in the bargaining unit. The Association is entitled to have an observer at scheduled hearings conducted by any District official arising out of a formal grievance and to make known the Association's views regarding the grievance or disciplinary action. Such views, if expressed, shall be in writing.

Section 4.3.

The District, as part of the general orientation of each new employee within the unit subject to this agreement, shall describe the employee's rights under the Public Employees Collective Bargaining Act of 1967 and subsequent amendments thereto, and shall provide such employee with a copy of this agreement to be furnished the District by the Association.

Section 4.4.

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington / SEIU Local 1948 state organization; provided, however, that it is expressly understood and agreed that the District will not be obligated to deal with any person or group not specified in this agreement.

Section 4.5.

The president of the Association and designated representatives will be provided time off to a maximum of five (5) days per year to attend regional or state meetings, provided proper notice is given.

Section 4.6.

Upon request, the District shall provide the Public School Employees of Washington / SEIU Local 1948 with information regarding each employee in the bargaining unit on a form to be provided by the Public School Employees of Washington / SEIU Local 1948.

Section 4.7.

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

Section 4.8. Bulletin Boards.

The District shall provide a bulletin board space in each school for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each

1 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
2 bulletins may not be posted. There shall be no other distribution or posting by employees or the
3 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District
4 property, other than herein provided.
5

6 **Section 4.8.1.**

7 The responsibility for the prompt removal of notices from the bulletin boards after they have
8 served their purpose shall rest with the individual who posted such notices.
9
10
11

12 **ARTICLE V**

13 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

14 **Section 5.1.**

15 It is agreed and understood that matters appropriate for consultation and negotiation between the
16 District and the Association are hours, wages, grievance procedures and working conditions, or actual
17 changes of these, of employees in the bargaining unit subject to this agreement.
18
19
20

21 **Section 5.2.**

22 The Association will, from time to time, as appropriate, be advised of current and predicted workload
23 information.
24

25 **Section 5.3.**

26 The District will provide the opportunity for the Association to have input relating to the annual school
27 calendar prior to its adoption.
28
29
30

31 **ARTICLE VI**

32 **ASSOCIATION REPRESENTATION**

33 **Section 6.1.**

34 The Association representatives shall represent the Association and employees in meeting with
35 officials of the District to discuss appropriate matters of mutual interest. They may receive and
36 investigate to conclusion complaints or grievances of employees on mutually agreed time and
37 thereafter advise employees of rights and procedures outlined in this agreement and applicable
38 regulations or directives for resolving the grievances or complaints. They may not, however, continue
39 to advise the employee on courses of action after the employee has indicated a desire not to pursue a
40 grievance. They may consult with the District on complaints without a grievance being made by an
41 individual employee.
42
43
44
45
46
47
48
49

1 **Section 6.2.**

2 Time during the workday will be allowed Association representatives for attendance at meetings with
3 the District. Time will also be allowed for representatives to discuss with the employees grievances
4 and appropriate matters directly related to work situations in their area or craft. Association
5 representatives will guard against the use of excess time in the handling of such matters. Use of work
6 time for Association business must be mutually agreed upon by the parties.

7
8 **Section 6.3.**

9 The Association will designate a liaison committee who will meet with the assistant superintendent and
10 the assistant superintendent's representatives on a mutually agreeable regular basis to discuss
11 appropriate matters.

12
13
14
15 **ARTICLE VII**

16
17 **HOURS OF WORK AND OVERTIME**

18
19 **Section 7.1.**

20 The work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
21 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an
22 employee to a work week of any five (5) consecutive days which are followed by two (2) consecutive
23 days of rest.

24
25 **Section 7.2.**

26 Each employee shall be assigned to a definite and regular shift and work week, which shall not be
27 changed without prior notice to the employee of two (2) calendar weeks, unless an emergency requires
28 waiver of such notification requirement.

29
30 **Section 7.3.**

31 Each employee shall be assigned to a definite shift with designated times of beginning and ending,
32 with the understanding that an employee may be required to work beyond his/her assigned shift. Bus
33 drivers will be paid a minimum of one and one-half (1½) hours per a.m. or p.m. run, or three (3) hours
34 per route (a.m. and p.m.).

35
36 **Section 7.4.**

37 Employees shall be given a paid fifteen (15) minute rest period within each four (4) hours of
38 continuous compensated time. In the event the employee is unable to leave assigned responsibilities
39 for this rest period, the employee will be paid at the assigned wage for the rest period time unused.

40
41 **Section 7.5.**

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

1 **Section 7.6.**

2 Employees requested to work a shift regularly filled by a higher classification employee shall receive
3 compensation at the higher shift level at a rate that will provide the employee with an increase in pay
4 after two (2) days work in a school year in the higher classification.
5

6 **Section 7.7.**

7 Employees required to attend mandatory staff meetings will be paid for all hours in attendance or a
8 minimum of one (1) hour, whichever is greater. If an employee comes late or leaves early, the one
9 hour minimum will be prorated accordingly. With advance approval from their supervisor, employees
10 may be excused from attending if a serious conflict necessitates them being absent.
11

12 **Section 7.8.**

13 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
14 District will make every effort to notify each employee to refrain from coming to work. Employees
15 reporting to work shall receive a minimum of two (2) hours work at base rate in the event of such a
16 closure; provided, however, no employee shall be entitled to any such compensation in the event of
17 actual notification by the District of the closure prior to leaving home for work.
18

19 **Section 7.9.**

20 Recognizing that personnel in the transportation classification present special shift problems, the
21 parties agree that shifts shall be established in that classification in relation to routes and driving times
22 requisite to fulfilling tasks assigned by the supervisor of transportation; provided, however, that
23 employees in the transportation classification shall be entitled to the benefit of Section 7.4 to the same
24 degree as any other employee. An individual assigned to a bus will receive fifteen (15) minutes for the
25 purpose of pre-trip inspection and cleaning the interior of the bus. Each additional trip with the same
26 bus will result in a ten (10) minute pre-trip allocation. If drivers are asked to change buses during the
27 day, a fifteen (15) minute pre-trip allowance will be provided excluding extra trips and breakdowns.
28 Bus drivers will be paid a minimum of one (1) hour of pay for midday run/extra trips. Midday
29 runs/extra trips are defined as those runs in addition to the morning and afternoon runs. The bus
30 drivers will not be required to perform any exterior cleaning of the bus, or any form of routine bus
31 service or bus maintenance except exterior front/back windows and mirrors. All trips other than
32 regular daily scheduled bus runs shall be compensated at the extra trip hourly rate for the duration of
33 the trip. If there are thirty (30) minutes or less between assignments, the base hourly rate shall
34 continue uninterrupted. No bus driver shall suffer a loss of compensation due to road closure on
35 school days in which the majority of the bus fleet is operating, providing that any driver not able to go
36 on his/her route would be assigned to other duties as assigned by the transportation supervisor or his
37 designee.
38

39 **Section 7.9.1. Definition of Extra Trips.**

40 Extra trips that transport students by bus to any event sanctioned or authorized by the District
41 other than for the purpose of regular to and from school transportation.
42

43 **Section 7.9.2. Postings/Assignments of Extra Trips.**

44 Extra trips shall be posted for driver consideration in a reasonable time prior to bidding. Posted
45 bid week is Monday through Sunday.
46

47 Weekly Bid: Postings shall include date of trip, time of departure, origin/destination, and type
48 of activity for the next calendar work week (Monday through Sunday). Eligible drivers who
49 are interested in selecting extra trips must meet with the supervisor/designee at 8:30 a.m. on

1 Friday, or the last working day of the week, or forfeit their choice of selection for that week's
2 posted trips. Drivers must have worked their last designated work assignment to participate in
3 the weekly bid. Drivers unable to attend the weekly bid due to other transportation/district
4 work assignments or route schedules (i.e., a p.m. only route) may leave, in order of preference,
5 selected choices in writing with the transportation office. If written choices are selected by
6 other drivers, assignment may be made by the supervisor upon a driver's request. The weekly
7 bid rotation will begin after the last assigned driver from the previous weekly bid.
8

9 Mid-Week Bids: Extra trips that become available after the weekly bid times will be made
10 available to all eligible drivers on a separate column of the rotating bid board. These trips will
11 be made available on a rotational basis following the last driver assigned to the last mid-week
12 trip. This rotation is in and by itself and is separate from the weekly bid rotation. Drivers may
13 select or refuse these trips and the rotational placement will be adjusted on the mid-week bid
14 board.
15

16 Weekend Bid: Extra trips scheduled to begin Saturday or Sunday will be made available to all
17 regular eligible drivers on a separate column on the rotating bid board. Drivers may select or
18 refuse these trips and the rotational placement will be adjusted on the weekend rotating bid
19 board.
20

21 Extra Trip Assignments: Once a driver has accepted an extra trip assignment, it is his/her
22 responsibility to perform it. Drivers must notify the assistant supervisor/designee as soon as
23 possible if for any reason they are not able to fulfill their trip assignment. An unexcused
24 absence will result in the driver losing their spot on the rotating bid board for a period of fifteen
25 (15) working days. (Excused absences are only those that are for district approved, contractual
26 leaves, excluding personal leave.)
27

28 Extra Trip Eligibility: An authorized Type I driver is eligible to take extra trips providing that
29 the driver meets the following criteria.
30

- 31 A. Does not exceed more than two (2) conflicting extra trip per week involving all or
32 part of a driver's daily work assignment.
33
- 34 B. All Type I drivers are required to follow all applicable Department of
35 Transportation (DOT) regulations, excluding all DOT regulations regarding
36 limitations of driving hours of service providing the following procedures are met.
37 Extra trips which are scheduled to exceed DOT hours of service will be posted
38 with an itinerary, within the itinerary there will be designated off duty hours noted
39 as rest time with pay relieving the driver of all job related responsibilities to allow
40 for appropriate rest/sleep. Hours of service are limited to ten (10) hours driving
41 and/or fifteen (15) hours of total on duty time. Off duty rest time must be
42 recorded on a trip log and will be paid at the same extra trip rate, but must be used
43 for the sole purpose of rest/sleep. To bid for an interstate trip the driver must be
44 eligible at the time of bid.
45
- 46 C. Newly hired drivers with no previous bus driving experience are eligible to bid
47 after thirty (30) work days of experience as a regularly employed Centralia driver.
48 Newly hired drivers with previous bus driving experience are eligible to bid after
49 fifteen (15) work days of experience as a regularly employed Centralia driver.

1 Dependent on need, timelines above may be waived at management's discretion.
2 Nothing in this agreement will preclude the District's use of regularly employed
3 Centralia drivers prior to the use of substitutes.
4

5 **Section 7.9.3.**

6 Extra trips will be made available to eligible drivers on a rotational basis, with the list starting
7 anew each school year. An authorized Type I driver will be eligible to take extra trips provided
8 the driver does not exceed more than two (2) conflicting extra trips per week involving all or
9 part of the driver's daily work assignment. Extra trip(s) that become available after 8:30 a.m.
10 on bid day, or the last working day of the week, will follow the mid-week bidding procedures
11 for these trips.
12

13 The transportation supervisor/designee, if the need arises, may assign extra trips to available
14 drivers in an emergency situation. If this occurs, there will be no effect on driver's placement
15 on the activity bid board.
16

17 Extra trips that either immediately precede or follow a regular run time may be assigned to the
18 route best suited to the activity involved on time and location; provided, however, that if the
19 activity could best be served by two (2) or more routes, seniority would prevail.
20

21 Extra trips of more than one (1) day duration, not immediately preceding nor following regular
22 run times, will be posted as a unit for that specific activity.
23

24 Altered Trips: Extra trips that are changed in length or starting times through no fault of the
25 cooperative are considered luck of the draw and no compensatory trips or activity time will be
26 given. The cooperative shall attempt to notify the driver(s) of any time and/or destination
27 changes.
28

29 Reschedules: If an extra trip has been rescheduled for the same calendar week, and within
30 twenty-four (24) hours from the time of cancellation, the trip will be given to the same driver.
31 If an extra trip has not been rescheduled during a twenty-four (24) hour time period, the driver
32 losing the trip will be given the opportunity to take the next canceled trip replacement. If the
33 driver is unable to take the next canceled trip replacement, the trip would then become
34 available to the next eligible driver on the appropriate bid board. If there is no next canceled
35 trip replacement, the driver will not be given any additional trip.
36

37 Cancellations: Due to the changing weather conditions experienced during many sport
38 activities, drivers assigned to trips that are susceptible to rain outs are encouraged to call prior
39 to leaving for work. The transportation department will make every effort to notify the
40 assigned driver of a cancellation or postponement, providing the office has a number that the
41 driver can be reached. Compensation will not be given if the driver was unable to be
42 reasonably reached in time.
43

44 If a trip is canceled after the driver has reported in for the assigned trip, the driver will be
45 scheduled to perform their regular route. If the driver's regularly scheduled route has already
46 began, the driver may record two (2) hours on the appropriate daily log forms noting time and
47 activity canceled. If the two (2) hours is taken, the supervisor/assistant supervisor may require
48 the driver to work during this time. The driver will also be given the opportunity to take the
49 next canceled trip replacement. (Same process as rescheduled trips.)

1 Canceled Trip Replacement: The replacement trip will not be more than thirty (30) minutes
2 longer than the trip canceled due to circumstances beyond the driver's control. The
3 replacement trip will be a weekday trip if the original trip was on a weekday, or a weekend trip
4 if the original trip was on a weekend. Replacement trip action must take place prior to
5 8:00 a.m. on bid day, provided there is a trip that meets the criteria. Replacement trips will not
6 be carried over into the new school year.

7
8 Meal Reimbursement(s): Extra trips of at least three (3) hours will qualify for meal
9 reimbursement(s) at the standard per diem meal rates used by the state of Washington as
10 follows:

11
12 Breakfast will be reimbursed if trip starts prior to 6:00 a.m.

13
14 Lunch will be reimbursed if trip begins or ends between 11:30 a.m. and 1:00 p.m.

15
16 Dinner will be reimbursed if trip ends after 7:00 p.m.

17
18 If a meal is provided for the driver at the event then no reimbursement will be allowed for that
19 meal.

20
21 **Section 7.9.3.1. Hazardous Road Conditions Driver Training.**

22 To be eligible for mountain pass driving potentially containing hazardous road
23 conditions, as determined by the school district, drivers must successfully complete a
24 district approved hazardous driver training program for driving on snow, ice and other
25 conditions found on mountain roads. This specialized training will be offered to
26 drivers, on a volunteer basis, at least once each school year. Mountain pass driving
27 potentially containing hazardous road conditions will be made available to eligible
28 drivers on a rotational basis, with the list starting anew each school year.

29
30 **Section 7.9.3.2.**

31 The Shriners and Knowledge Bowl joint extra trips will be alternating trips on a
32 rotational basis between drivers in the Centralia School District and Chehalis School
33 District. Upon mutual agreement of the unions and the districts, additional joint extra
34 trips may be allowed and will alternate on a rotational basis (regardless of the length,
35 type, or frequency of the trip) between drivers in the Centralia School District and
36 drivers in the Chehalis School District; provided, however, that only one (1) bus may be
37 utilized on each joint extra trip. Sports events are not eligible to become joint extra
38 trips.

39
40 **Section 7.9.4.**

41 Only employees regularly employed as transportation/food service employees will be used to
42 fulfill all job assignments within the bargaining unit subject to this agreement, unless no
43 qualified employee is available; then a substitute may be used. Except: District employees with
44 valid credentials who are qualified to drive ten (10) passengers, including the driver, van only.
45 They must be affiliated directly with the activity involved. The District will assure the
46 provision of fiscal resources to cover bus fueling costs on trips across state. (This may include
47 separate gas cards or VISA type cards.)
48
49

1 **Section 7.10.**

2 Food service employees shall receive two (2) days for required food and physical safety training and
3 preparation prior to school opening in the fall.

4
5 **Section 7.10.1.**

6 Special clothing and gear used by transportation and food service employees shall be furnished
7 by the school district. Special clothing is not to be considered as uniforms. Aprons and gloves
8 selected by the District will be provided at no cost to the employee.

9
10 **Section 7.10.2.**

11 Food service employees may sign up for extra work created by catering activities that are held
12 outside the regular work day, including the Welcome Back activity. Extra work shall first be
13 offered to food service employees assigned to the building where the activity is being held.
14 Should building employees not be available, the extra work will then be offered to other food
15 service employees by seniority on a rotational basis.

16
17 **Section 7.10.3.**

18 Any tools initially furnished by the employee that are stolen shall be replaced by the District
19 with a tool of equal quality and value.

20
21 **Section 7.10.4.**

22 Employee's tools that are damaged or destroyed by "Acts of God" shall be fixed/replaced with
23 tools of equal value and quality by the District.

24
25 **Section 7.11. Overtime.**

26 Any work required in excess of forty (40) hours per week will be considered overtime to be paid at the
27 rate of one and one-half (1½) per hour. Work performed on the seventh (7th) consecutive day, and the
28 total hours involved exceeding forty-eight (48) hours in that given week (Monday through Sunday),
29 two (2) times the regular rate will be paid.

30
31 **Section 7.11.1.**

32 Callback service for employees, when authorized, will be at the rate of not less than two (2)
33 hours for any assignment. The two (2) hour minimum applies only when an employee is called
34 back. Overtime required of an employee immediately before or after regular hours will not be
35 covered by callback time.

36
37 **Section 7.12.**

38 Use of charter buses may be considered for transportation on field trips and extracurricular activities if:

- 39
- 40 a) school transportation cooperative vehicles or employees are not available and the
41 event can not be rescheduled or altered (conflicting trips and overtime rules will not
42 apply in this circumstance); or
 - 43
 - 44 b) the activity is not a regularly scheduled annual event (e.g., playoffs, special events, etc.);
45 or
 - 46
 - 47 c) the transportation will be paid for by other than the district or school affiliated groups
48 (e.g., booster clubs); or
- 49

d) the length of the trip is over 120 miles one way.

Section 7.13. Regular Employees Working as Substitutes for Extended Leaves.

Vacancies greater than thirty (30) consecutive work days which require a substitute will be offered to qualified available bargaining unit employees and awarded on a seniority basis. "Available" means the employee is not scheduled to work a shift that conflicts or overlaps the time of the substitute shift; however, if the employee will gain 30 minutes or more, the employee will be considered available. "Qualified" means the employee has the requisite knowledge and skills to successfully perform the substitute position as determined by the employee's supervisor. Under no circumstances will a regular shift, combined with a substitute shift, exceed eight (8) hours per day. A vacancy shall not exceed two (2) current employees being reassigned using this provision. When a regular employee is working as a substitute within their classification and job title, they shall be paid at the current rate of pay from Schedule A appropriate for the position being substituted. When a regular employee is working as a substitute in a different classification or a different job title within their classification, they will be paid at Step I on Schedule A, except in those instances when Step I is not a higher rate of pay.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

All employees shall be eligible to receive the following paid holidays that fall within their work year.

- | | |
|---------------------------|-------------------------------|
| 1. New Year's Day | 6. Veterans' Day |
| 2. Martin Luther King Day | 7. Thanksgiving Day |
| 3. Presidents' Day | 8. Day After Thanksgiving Day |
| 4. Memorial Day | 9. Christmas Day |
| 5. Labor Day | |

Food Service Secretary and Dispatcher shall receive the following additional paid holidays:

1. Day Before Christmas Day
2. Day Before New Year's Day

Full-time employees shall receive the following additional paid holidays.

1. Spring Vacation--Two (2) Days
2. July 4
3. Christmas Vacation--Two (2) Days

Section 8.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. 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, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of personal illness, family illness, or bereavement leave

1 they were unable to work on either of such shifts, and the absence previous to such holiday has
2 not been longer than thirty (30) regular work days.

3
4 Employees working a scheduled shift or attending a required training before Labor Day shall be
5 paid for the holiday.

6
7 **Section 8.1.2. Worked Holidays.**

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

10
11 **Section 8.1.3. Holidays During Vacation.**

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

14
15 **Section 8.1.4. Holidays on Weekends.**

16 If a legal holiday falls on the weekend, the holiday will be designated and granted on the Friday
17 preceding or Monday following said holiday.

18
19 **Section 8.2. Vacation.**

20
21 **Section 8.2.1.**

22 Eleven (11) days annual vacation can be earned yearly by annual employees, the first five (5)
23 years of continuous full-time employment. After five (5) years of continuous full-time
24 employment, the employee will be entitled to sixteen (16) days of annual vacation per year.
25 After ten (10) years of continuous full-time employment, the employee will be entitled to
26 twenty-one (21) days of annual leave.

27
28 **Section 8.2.2.**

29 Vacation leave shall be taken at a time mutually agreeable to the employer and employee by
30 seniority.

31
32 **Section 8.2.3.**

33 Regular twelve (12) month part-time employees working less than forty (40) hours per week,
34 including summer work schedules, shall be eligible for a prorated vacation based upon their
35 FTE.

36
37
38
39 **ARTICLE IX**

40
41 **LEAVES**

42
43 **Section 9.1. Sick Leave.**

44
45 **Section 9.1.1.**

46 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;
47 provided, however, that no employee shall accumulate less than eleven (11) days of sick leave
48 per school year (180 days). An employee who works eleven (11) working days in any calendar
49 month will be given credit for the full calendar month. Sick leave shall be vested when earned.

1 The District shall project the number of annual hours and hours of sick leave at the beginning
2 of the school year according to the estimated calendar months and hours the employee is to
3 work during that year. The employee shall be entitled to the projected number of days of sick
4 leave at the beginning of the school year, after the first year of employment. Sick leave
5 benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily
6 work shift; provided, however, that should an employee's normal daily work shift increase or
7 decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in
8 accordance with the employee's normal daily work shift at the time the sick leave is taken, and
9 the accumulated benefits will be expended on an hourly rather than a daily basis. A doctor's
10 certificate may be required for illness lasting more than five (5) days.

11
12 **Section 9.1.2. Sick Leave Attendance Incentive.**

13 Sick leave accumulated under this section may be applied toward an attendance incentive plan
14 in the following manner.

- 15
16 1. In January of the year following any year in which a minimum of sixty (60) days
17 of leave for illness or injury is accrued, and each January thereafter, any eligible
18 employee may exercise an option to receive remuneration for unused leave for
19 illness or injury accumulated in the previous year at a rate equal to one (1) day's
20 monetary compensation of the employee for each four (4) full days of accrued
21 leave for illness or injury in excess of sixty (60) days. Leave for illness or injury
22 for which compensation has been received shall be deducted from accrued leave
23 for illness or injury at the rate of four (4) days for every one (1) day's monetary
24 compensation; PROVIDED, that no employee may receive compensation under
25 this section for any portion of leave for illness or injury accumulated at a rate in
26 excess of one (1) day per month.
- 27
28 2. At the time of separation from school district employment due to retirement or
29 death, an eligible employee or the employee's estate shall receive remuneration at
30 a rate equal to one (1) day's current monetary compensation of the employee for
31 each four (4) full days accrued leave for illness or injury.

32
33 **Section 9.1.3.**

34 Employees who have accrued sick leave while employed by another public school district in
35 the state of Washington shall be given credit for such accrued sick leave upon employment by
36 the District.

37
38 **Section 9.1.4.**

39 When an employee is injured on the job and is unable to perform his or her duties as a result of
40 an on-the-job injury or occupational disease and certified off work by a doctor, the employee
41 may elect to use leave as follows (provided the employer does not elect to keep the employee
42 on full salary through means other than use of accrued leave):

- 43
44 A. Choose unpaid leave thus receiving only his or her entitled temporary total disability
45 (TTD) benefits, or
46 B. Elect to use a full day or accumulated leave (sick, annual, or other similar benefit) in
47 addition to their entitled TTD benefits, or

1 C. Elect to use a proportionate share of accumulated leave to make up the difference
2 between the workers compensation payments and the employee's regular pay at the
3 time of injury.
4

5 In the event the employee does not elect option A, or B, or C, option C, above, will be applied.
6

7 **Section 9.2. Leave for Family Illness and Bereavement.**

8 **Section 9.2.1. Bereavement Leave.**

9 Each employee shall be allowed up to three (3) days leave with pay per incident for absence
10 caused by death of a member of that employee's immediate family. Bereavement leave is not
11 deducted from accrued leaves and is non-cumulative. Requests to utilize bereavement leave
12 shall be made to the appropriate administrator.
13
14

15 **Section 9.2.1.1.**

16 Immediate family is defined to include mother, father, sister, brother, husband, wife,
17 son, daughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law,
18 father-in-law, grandchild, grandparent, step-father, step-mother, aunt, uncle, and/or
19 person who is a non-paying resident of the household.
20

21 **Section 9.2.1.2.**

22 If an employee must travel a long distance and/or extenuating circumstances exist
23 which require an extension of the leave, the employee may utilize other leave which
24 may be available.
25

26 **Section 9.2.1.3.**

27 At the sole discretion of the assistant superintendent and site administrator, an employee
28 may be permitted to either take one (1) unpaid day off each school year or adjust their
29 work shift to attend the funeral of an individual not identified in Section 9.2.1.1.
30

31 **Section 9.2.2. Family Illness.**

32 In the event the spouse, dependent parent, or child of an employee is seriously ill, and the
33 presence of the employee is required at home and/or hospital as a result, leave with full pay for
34 such absence will not exceed three (3) days per work year. Family illness leave is not deducted
35 from the sick leave, and is non-cumulative.
36

37 Employees shall be entitled to utilize provisions of the Family and Medical Leave Act that the
38 District shall administer in conformity with the law.
39

40 **Section 9.2.3. State Family Leave Act.**

41 Each employee may use a choice of accrued sick leave or other paid leave to care for a spouse,
42 parent, parent-in-law, or grandparent of the employee who has a serious health condition or an
43 emergency condition; a child of the employee under the age of eighteen with a health condition
44 requiring treatment or supervision; or a child of the employee over the age of eighteen who is
45 incapable of self-care. The definitions of the family relationships are spelled out in
46 RCW 49.12.265. An employee may not take advance leave until it has been earned. The
47 District shall not discharge, threaten to discharge, demote, suspend, discipline or otherwise
48 discriminate against an employee who uses this leave. The District may require a physician's
49 verification for need of such leave use.

1 **Section 9.3. Emergency Leave.**

2 One (1) day of paid emergency leave per year non-cumulative, approved by the employee's immediate
3 supervisor under the following conditions.

- 4
- 5 A. Emergency leave is defined as those situations that require the personal attention of
6 District personnel, and cannot be taken care of at any time other than when school is
7 in session.
- 8
- 9 B. A request for emergency leave must be approved by transportation or food service
10 supervisor.
- 11
- 12 C. Emergency leave credit may be used to supplement family bereavement leaves.
- 13
- 14 D. Emergency leave cannot be granted for reasons of personal financial gain, recreation, or
15 seeking other employment.
- 16

17 **Section 9.4. Personal Leave.**

18 The District will grant three (3) days of personal leave with pay for the conducting of matters during
19 the employees normal work day that require the employee's personal attention with the following
20 conditions. Employees are expected to transact customary personal business at times other than during
21 the employee's normal work day.

- 22
- 23 A. Personal leave will not be granted the first ten (10) or last ten (10) working days of the
24 school year.
- 25
- 26 B. Personal leave shall not be used to extend a school break or holiday.
- 27
- 28 C. A substitute employee must be available.
- 29
- 30 D. Personal leave shall be requested at least forty-eight (48) hours prior to the date of the
31 leave.
- 32
- 33 E. Accumulation of personal leave shall be allowed to a maximum of six (6) days.
- 34
- 35 F. Unused personal leave in excess of two (2) days may be cashed out at Step 1 of the
36 employee's salary schedule category. This shall be accomplished by completing a
37 personal leave cash-out form and forwarding it to the District office no later than the last
38 school day of the year.
- 39
- 40 G. More than one (1) personal leave day per job classification per day may be approved
41 by the supervisor.
- 42
- 43 H. Personal leave days may not be used consecutively.
- 44
- 45 I. Personal leave will not be used to pursue recreational interests.
- 46
- 47
- 48
- 49

1 J. Exceptions to items A, B, G, H, and I may be considered under unusual circumstances by
2 direction of a leave request through the unit supervisor to the assistant superintendent of
3 schools. District approval of such unusual circumstance requests are at the sole discretion
4 of the District and action under this section of the contract will not be grievable.
5

6 **Section 9.5. Maternity Leave.**

7 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at
8 such time as the employee, and her medical advisor, deem necessary. Employees granted maternity
9 leave must return to work not later than one (1) year following the granting of the maternity leave.
10 Employees granted maternity leave may, at their option, be allowed compensation for maternity leave
11 in accordance with Section 9.1.1 above. Before returning to work, the employee must be certified by
12 her physician as ready and able to return.
13

14 **Section 9.6. Judicial Leave and Jury Duty.**

15
16 **Section 9.6.1.**

17 In the event that an employee is named as a co-defendant or witness for the District in a suit
18 brought against the District or a person or entity other than the employee bargaining group, and
19 such employee is required to appear in court as a result thereof, such employee shall be
20 compensated at the employee's regular hourly rate.
21

22 **Section 9.6.2.**

23 Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a
24 court of law. If any witness fees are paid, that amount shall be deducted from the employee's
25 regular pay.
26

27 **Section 9.6.3.**

28 In the event an employee is summoned to serve as a juror, such employee shall receive a
29 normal day's shift pay for each day of actual presence in court, provided, however, that any
30 compensation shall be paid to the District. Such repayment shall not exceed the employee's
31 normal daily pay. In the event an employee is released early from jury duty, such employee will
32 report to work if at least one-half (1/2) of their shift remains. In the case of Transportation, the
33 employee will call supervisor to determine if they need to return to work.
34

35 **Section 9.6.4.**

36 Any transportation, meal or lodging expense reimbursement shall be retained by the employee.
37

38 **Section 9.7. Military Leave.**

39 Employees shall be granted military leaves of absence in accordance with law.
40

41 **Section 9.8. Leave of Absence.**

42 **Section 9.8.1.**

43 Upon recommendation of the immediate supervisor through administrative channels to the
44 superintendent, and upon approval of the board of directors, an employee may be granted an
45 unpaid leave of absence for a period not to exceed one (1) year; provided, however, if such
46 leave is granted due to extended illness, one (1) additional year may be granted.
47
48
49

1 **Section 9.8.2.**

2 The returning employee will be assigned to the position, or equivalent, occupied before the
3 unpaid leave of absence. Employees hired to fill positions of employees on unpaid leave of
4 absence will be hired for a specific period of time, during which they shall be subject to all
5 provisions of this agreement. It shall be the responsibility of the employer to inform
6 replacement employees of these positions.

7
8 **Section 9.8.3.**

9 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
10 on an unpaid leave of absence. However, vacation credits, sick leave, and seniority shall not
11 accrue while the employee is on an unpaid leave of absence; provided, however, that if such
12 leave is approved for extended illness or injury, seniority shall accrue.

13
14 **Section 9.9.**

15 Employees with perfect attendance in the 1st, 2nd, and 3rd trimester of each school year covered by the
16 terms and conditions of the agreement shall receive one (1) additional day of pay for each trimester in
17 which an employee does not utilize sick leave and personal leave days. The specific start and finish of
18 each trimester shall be established by the District's school calendar.

19
20 **Section 9.10.**

21 Employee benefits, excluding health care coverage, are provided with the expectation of a full year of
22 work. If employment ends any time during the school year such benefits will be recalculated to
23 determine the prorated share earned. If the employee has exceeded the earned benefits for that school
24 year, and does not have enough accrued leave to cover their absences, then they will be required to
25 compensate the District back any use over the prorated share for that school year. This pertains to sick
26 leave, vacation, and personal leave.

27
28 **Section 9.11. Domestic Violence Leave.**

29 The District will provide leave in accordance with RCW 49.76 which allows victims of domestic
30 violence, sexual assault, or stalking to take reasonable leave from work to take care of legal needs and
31 obtain health care. Such leave will be with or without pay at the employee's discretion; provided that
32 an employee must have available sick leave, vacation leave or similar paid leave available to receive
33 paid leave. Employees may also take reasonable leave to help a family member obtain needed
34 treatment or services. For this section, family members include a child, spouse, parent, parent-in-law,
35 grandparent, or a person with whom the employee is in a dating relationship. An employee choosing to
36 use unpaid leave or more than five (5) days of sick leave will be required to submit a written request to
37 the superintendent or designee. All requests for leave and District requests for verification of the
38 request shall be consistent with RCW 49.76.040, including the requirement that if advance notice is not
39 possible due to an emergency situation or unforeseen circumstances, notice shall be provided to the
40 District by the end of the first day leave is taken.

ARTICLE X

PROBATION, SENIORITY, AND LAYOFF PROCEDURES

Section 10.1.

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

Section 10.2.

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

Section 10.3.

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

Section 10.4.

A trial service period of thirty (30) workdays shall be required when a permanent employee assumes a new position or makes a lateral move* to a position at a different location. The time lines, as above, may be extended under unusual circumstances upon mutual consent of the parties.

*In the Transportation Department this provision applies to bus drivers moving from a regular route to a Special Education route only, not moving from a regular route to another regular route.

The trial service period provides an opportunity for: (a) the supervisor to observe, supervise and evaluate the employee's work in the new position; (b) the employee to experience the responsibilities of the new position without jeopardizing his/her employment in the District.

- A. An employee in a trial service period will be evaluated by the supervisor at the end of fifteen (15) workdays and thirty (30) workdays, ONLY if the employee is experiencing problems with transition to the new position. These evaluations will be done utilizing the regular classified evaluation form for the position.
- B. Return to an employee's former position due to unsatisfactory evaluations by the supervisor must be preceded by:
 1. Written notification on the evaluation form detailing deficiencies in performance which shall include the specific changes/improvement required; AND
 2. An opportunity for the employee to remedy the identified deficiency(ies) with at least seven (7) days from date of concern to remedy the situation.

In Food Service, there will be no limit on the number of regular employees allowed to be reassigned using this provision, with a substitute used in the last spot. In Transportation, only one employee will be allowed to be reassigned using this provision.

1 Should an employee be returned to his/her former position due to unsatisfactory performance in the
2 Trial Service period, all employees affected by the move will return to their previous assignment(s).

3
4 If, by the end of ten (10) workdays or less, the Trial Service period does not prove satisfactory for the
5 employee, the employee shall provide the Supervisor written notification of his/her intent to return to
6 his/her former position. The District will have up to ten (10) days after receipt of written notification to
7 return employee to his/her former position.

8
9 If an employee leaves a position during the Trial Service period, for whatever reason, the next senior
10 employee in the general job classification on the original posting will be offered the position. If there is
11 no senior employee available, the position will be re-posted.

12
13 **Section 10.5.**

14 The seniority rights of an employee shall be lost for the following reasons.

- 15
16 A. Resignation;
17
18 B. Discharge for justifiable cause;
19
20 C. Retirement; or
21
22 D. Change in job classification within the bargaining unit, as hereinafter provided.

23
24 **Section 10.6.**

25 Seniority rights shall not be lost for the following reasons, without limitation.

- 26
27 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
28
29 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
30 United States; or
31
32 C. Time spent on other authorized leaves.

33
34 **Section 10.7.**

35 Seniority rights shall be effective within the general job classification. As used in this agreement,
36 general job classifications are those set forth in Article I, Section 1.5.

- 37
38 A. For promotions and assignment to new or open jobs or positions, the following
39 application of seniority rights within the general job classification shall apply: 1) job
40 title; and 2) seniority in general job classification.
41
42 1. For promotions and assignment to new or open jobs or positions in food service, the
43 following application of seniority rights within the general job classification will
44 apply. In general, positions will be awarded on the basis of seniority, with the
45 following exceptions:
46
47
48
49

1 First preference for lead positions will be by seniority within classification to those
2 who are in lead positions or have had lead experience of at least sixty (60) working
3 days in a year in the last three (3) years. Regular food service position occupants will
4 have preference by seniority to lead positions after lead occupants.
5

6 For regular food service positions, employees will have preference by seniority.
7

8 **Section 10.8.**

9 The employee with the earliest hire date shall have preferential rights regarding shift selection,
10 vacation periods and overtime. The employee with the earliest hire date shall have preferential rights
11 regarding promotions, assignment to new or open jobs or positions, and layoffs when ability and
12 performance are substantially equal with junior employees. If the District determines that seniority
13 rights should not govern because a junior employee possesses ability and performance greater than a
14 senior employee or senior employees, the District shall set forth in writing to the employee or
15 employees and the organization's president, its reasons why the senior employee or employees have
16 been bypassed.
17

18 **Section 10.8.1.**

19 There must be an excess of twenty (20) minutes increase or decrease in time before the
20 employee can exercise seniority by bumping to another position.
21

22 **Section 10.9.**

23 Employees who change job classifications within the bargaining unit shall retain their hire dates in the
24 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire
25 date and a new classification.
26

27 **Section 10.10.**

28 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
29 District according to layoff ranking. Such employees are to have priority in filling an opening in the
30 classification held immediately prior to layoff. Names shall remain on the reemployment list for
31 fifteen (15) working months.
32

33 **Section 10.11.**

34 Employees on layoff status shall file their addresses in writing with the personnel office of the District
35 and shall thereafter promptly advise the District in writing of any change of address.
36

37 **Section 10.12.**

38 An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does
39 not comply with the requirements of Section 10.11, or if the employee does not respond to the offer of
40 reemployment within five (5) work days.
41

42 **Section 10.13.**

43 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
44 accrued benefits; provided, that such employee is offered a position substantially equal to that held
45 prior to layoff.
46

47 **Section 10.14.**

48 Route openings shall be posted in the transportation facility. Food service openings shall be posted in
49 each kitchen.

1 **Section 10.15.**

2 The District shall publicize within the bargaining unit for five (5) working days the availability of open
3 positions as soon as possible after the District is apprised of the opening. A copy of the job posting
4 shall be forwarded to the president of the Association. Any position open temporarily, e.g., for
5 extended illness, shall be posted for bid on a temporary basis.

6
7 **Section 10.15.1. Bus Routes.**

8 Route openings prior to the opening of school will be bid and assignments made during the
9 annual driver/in-service meetings. Route openings occurring during the last thirty (30) school
10 days of school may be substituted until the end of the calendar school year. All new routes,
11 open routes, and routes with changes in excess of twenty (20) minutes or incremental pieces of
12 time totaling more than twenty (20) minutes within the school year will be bid during the
13 drivers' meeting prior to the opening of school. Any permanent route change in excess of
14 twenty (20) minutes for fifteen (15) consecutive school days will be posted, with the exception
15 of special education. New or open routes that occur during the school year will be posted at the
16 time of opening. There will be no bidding because of route changes during the months of
17 September, May, or June.

18
19 **Section 10.15.2. Food Service.**

20 New or open positions will be posted at the time of opening. Any position change in excess of
21 twenty (20) minutes for fifteen (15) consecutive days will be posted.

22
23 **Section 10.15.3.**

24 Upon mutual agreement between the District and the Association a special bid meeting may be
25 held during the school year to fill an open position and any subsequent positions that may come
26 open as a result of the special bid. The meeting information will be posted at least five (5)
27 working days in advance and all bargaining unit employees will be notified. Any bargaining
28 unit employee interested in filling the open position or positions that may come open as a result
29 of the special bid must attend the meeting. Should a position remain unfilled by a bargaining
30 unit employee at the end of the special bid meeting, the position may then be posted outside the
31 bargaining unit.

32
33
34
35 **ARTICLE XI**

36
37 **EVALUATION**

38
39 **Section 11.1.**

40 Evaluations shall be made at least once annually prior to the end of the employee's work year, and
41 shall be written and signed by the appropriate administrator or his/her designee. Additional reports and
42 observations used in the evaluation, other than by the appropriate administrator, shall be identified as
43 to their source on the evaluation form.

44
45 **Section 11.2.**

46 Overall evaluations shall be marked satisfactory or unsatisfactory with adequate space provided for
47 supervisor comments. The evaluation will provide specific suggestions and measures which the
48 employee must take to improve his/her performance in each of the areas wherein unsatisfactory
49 performance has been indicated.

1 **Section 11.3.**

2 An employee shall be given two (2) signed copies of his/her evaluation by the evaluating supervisor.
3 One will be retained by the employee, and the other copy is to be returned to the District supervisor.
4 The employee shall sign the District's copy of the evaluation to indicate that he or she has received a
5 copy of the report. The signature of the employee does not necessarily imply that the employee agrees
6 with the contents of the evaluation. In case of disagreement, the employee will have the right to attach
7 a written rebuttal to the evaluation form. No evaluation shall be submitted to the District office, placed
8 in the employee's file or otherwise acted upon without prior copies being presented to the employee.
9 The employee may request a conference with the supervisor for clarification or discussion of issues
10 with which the employee has concerns.

11
12 **Section 11.4. Corrective Action and Probation.**

13
14 **Section 11.4.1.**

15 Should unsatisfactory job performance(s) require immediate attention, the employee shall be
16 given a written warning citing the reasons for immediate improvement and the corrective action
17 which must be taken by the employee. The employee will be given a timetable to correct the
18 unsatisfactory performance(s). The employee shall be required to sign a copy of the memo
19 acknowledging receipt, not necessarily agreement with its content. A copy of the signed memo
20 will be provided to the Association by the District.

21
22 **Section 11.4.2.**

23 If an employee fails to correct the deficiencies within the timetable period, a formal probation
24 will be enacted. In a meeting with the employee's supervisor, the employee will be given the
25 specific required improvements along with strategies and resources to bring about the
26 improvements, in writing. Both the supervisor and the employee will sign the plan of
27 improvement. The probationary period shall be for a period of no more than sixty (60) working
28 days. The employee shall be evaluated at least once in writing during the probationary period
29 and the supervisor shall meet with the employee to discuss the evaluation within two (2) days
30 of such evaluation. The employee will also be evaluated at the end of the probationary period
31 in the same manner. The District will determine whether the employee has satisfied the
32 requirements of the plan of improvement. Failure to satisfy these requirements may result in
33 sanctions up to and including termination.

34
35 **Section 11.4.3.**

36 The initiation of a formal probation is not subject to the grievance process unless the employee
37 is alleging a process violation of Sections 11.4.1 and 11.4.2. The probation process, however,
38 may not be interrupted nor delayed by a grievance action.

39
40 **Section 11.4.4.**

41 The employee shall be entitled to Association representation at any meeting conducted as a
42 result of the implementation of the formal probation process.

43
44 **Section 11.5.**

45 Evaluations and supportive information necessary for record keeping will remain in the official
46 personnel file of an employee.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

ARTICLE XII

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 12.1.

The District shall have the right to discipline or discharge an employee for justifiable cause. The employee shall file a grievance according to the procedure described herein (Article XVI) within thirty (30) days of the discharge or discipline action or the right to file shall terminate and be subject to no further processing. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

Section 12.2.

The District recognizes the principle of progressive discipline and agrees to follow such principle in the following manner in common disciplinary actions. Circumstances involving extraordinary actions, such as those which present a clear and present danger to students and/or staff, may be exempted from the normal progression at the District's discretion. The following sequence of sanctions will be followed for similar type infractions:

First Infraction	Verbal Warning
Second Infraction	Written Warning
Third Infraction	Suspension Without Pay for Up to Three (3) Days
Fourth Infraction	Discharge

Section 12.3.

An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action, and/or at any meeting in which discipline is imposed. The District, acting through a supervisor, shall advise an employee when there is knowledge that disciplinary action will or may take place. When a request for such representation is made, no meeting shall continue, nor shall any action be taken with respect to the employee, until such representative of the Association has reasonable opportunity to be present. In no event, however, shall the meeting be delayed more than three (3) work days to accommodate such representation.

Section 12.4.

No disciplinary action more than one (1) year old shall be applied toward future disciplinary actions unless the same or similar infraction is committed during the three (3) year period immediately succeeding the initial infraction.

Section 12.5.

Any complaint or allegation not called to the attention of the employee within fifteen (15) working days of receipt or composition may not be used as the basis for any disciplinary action against the employee.

Section 12.6. 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 12.6.1.

Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

1 **Section 12.6.2.**

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

4
5 **Section 12.6.3.**

6 Nothing contained in this section shall in any regard limit the operation of other sections of this
7 article.

8
9 **Section 12.7.**

10 Except in extraordinary cases, and as otherwise provided in this article, the District will give
11 employees two (2) weeks notice of intention to discharge. Discharge of an employee for cause (failure
12 to comply with laws, rules, regulations, and/or work requirements) may be immediate without the two
13 (2) week prior notification.

14
15
16 **ARTICLE XIII**

17
18 **INSURANCE AND RETIREMENT**

19
20
21 **Section 13.1. Health Benefits.**

22 All employees (hired before October 1, 1998) working two (2) or more hours per day but compensated
23 less than 2,080 hours per year shall participate in the mandatory participation Washington Dental
24 Service II plan. All employees compensated 2,080 hours per year shall participate in a mandatory
25 participation Washington Dental Service I plan. All employees (hired before October 1, 1998)
26 working two (2) or more hours per day shall participate in a mandatory participation Employee
27 Benefits Cooperative Vision plan (Vision Service Plan). The mandatory participation plans shall be
28 deducted first from the District insurance contribution. Each year of this agreement, the District shall
29 pass through the full state-funded insurance contribution each month per FTE (1,440 hour base) toward
30 payment of mutually approved plans. The full state funded contribution is available to 1.0 FTE (1,440
31 hour base) employees, with less than 1.0 FTE employees receiving a portion thereof prorated in
32 accordance with their regularly scheduled FTE (1,440 hour base). Employees hired after October 1,
33 1998, will need to work three (3) hours per day to be eligible for insurance contributions.

34
35 The District will pay seventy-five percent (75%) of the "carve out" required by the Washington State
36 Health Care Authority (HCA) and the employee will pay twenty-five percent (25%) of the amount.

37
38 **Section 13.1.1.**

39 The District will pay twelve (12) months premium based on the full state funded contribution
40 per month per 1.0 FTE (1,440 hour base).

41
42 **Section 13.1.2.**

43 Each employee selecting medical benefit insurance coverage shall, pursuant to ESSB 5940, pay
44 a minimum premium charge. The minimum premium charge will be negotiated and included
45 under a Letter of Agreement no later than September 15, each year. The District and
46 Association will meet and confer as needed regarding the further implementation of
47 ESSB 5940. District insurance contribution funds not utilized by employees will be pooled
48 within the bargaining unit.

1 **Section 13.1.2.1.**

2 The insurance pool referenced in Section 13.1.2 will start in September using the same
3 calculations from the previous school year. A review will be made at the end of
4 November and February using an actual FTE (1,440 hour base) calculation with a
5 revision of the benefit pool to be made immediately following these reviews. Once
6 pool calculations have been developed in November and February, they shall be
7 provided to the chapter president for review and to make suggested changes as
8 necessary.

9
10 The pool shall be divided on an equal dollar basis to all employees who would
11 otherwise have a payroll deduction. If after fully paying all basic benefits pursuant to
12 RCW 28A.400.270 and RCW 28A.400.280, there are additional dollars in the pool, the
13 parties will reopen negotiations to distribute the excess.

14
15 The District and Association will meet and confer as needed regarding the insurance
16 pool and implementation of ESSB 5940.

17
18 **Section 13.2.**

19 The District shall provide tort liability coverage for all employees subject to this agreement.

20
21 **Section 13.3.**

22 The District shall make required contributions toward industrial insurance coverage to ESD #113
23 Workers Compensation Trust on behalf of all employees subject to this agreement.

24
25 **Section 13.4.**

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

29
30 **Section 13.5.**

31 All employees subject to this agreement shall be entitled to participate in a tax shelter account. On
32 receipt of a written authorization by an employee, the District shall make the requisite withholding
33 adjustments and deductions from the employee's salary. A minimum of five (5) employees, District-
34 wide, must participate in a given account prior to making payroll deductions.

35
36 **Section 13.6.**

37 Employees may enroll in a VEBA Trust Program offered through the District; provided, that an
38 employee or group of employees meet the specific requirements of the individual VEBA Trust plans
39 selected.

40
41 **Section 13.7.**

42 A Section 125 Flexible Benefit Plan shall be made available to employees covered by the agreement.
43 The provider of such plan may change from time to time, however, whenever that occurs, the Union
44 and the employees shall be advised of such change and shall be provided with all information
45 concerning the plan provided by the new provider.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

ARTICLE XIV

PROFESSIONAL DEVELOPMENT

Section 14.1.

The employee's regular hourly rate will be paid for attendance at District-approved training courses and mandatory training sessions required as a condition of continued employment. If total weekly (Monday through Sunday) hours exceed forty (40), time and one-half (1½) will be paid, based on the hourly wage rate. Training courses that are conducted during regular working hours will be paid at the employee's regular hourly rate for that portion equal to the regular hours worked.

Section 14.2.

Mechanics and assistant mechanics who acquire and maintain a master ASE certification in any of three areas (automotive, heavy-duty truck, or school bus) will receive a seventy-five cent (75¢) per hour increase for each ASE certification. In addition, mechanics and assistant mechanics who acquire and maintain EVT certification will receive an additional seventy-five cent (75¢) per hour increase for each EVT certificate during the time they are working on an emergency or fire vehicle requiring EVT certification.

Section 14.3.

Food service workers participating in the American School Food Service Association (ASFSA) who attend 75% or more of the meetings of the local ASFSA chapter each year will be reimbursed the cost of their annual membership dues. Food service workers who complete and maintain Level 1 ASFSA certification will be paid an additional forty-five cents (45¢) per hour. Food service workers who complete and maintain Level 2 ASFSA certification will be paid an additional sixty cents (60¢) per hour. The District will pay for Lead Food Service Workers to acquire and maintain their ServSafe certification once every five (5) years. Non-Lead Food Service Workers may acquire and maintain their ServSafe certification at their own expense.

Section 14.4.

The District will support secretarial/clerical apprenticeship programs offered through Centralia College and the Washington Public School Classified Employees Joint Apprenticeship and Training Committee. Food service and transportation secretaries who complete a state-approved apprenticeship program directly related to their current position will be paid an additional sixty cents (60¢) per hour.

Section 14.5.

All costs for professional development training required by the District shall be paid by the District including but not limited to registration, testing, travel, etc. Any employee may submit a Request for Action for training that enhances their position with the District and, if approved and during the employee's regular hours, they will receive their regular pay. If the direct supervisor denies request for training, an appeal may be made to Human Resources.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

ARTICLE XV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 15.1.

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

Section 15.2.

All employees subject to this agreement, who are hired at a time subsequent to the effective date of this agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the hire date. Such employee shall then maintain membership in the Association in good standing during the period of this agreement.

Section 15.3.

The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this article, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of this agreement in an amount equal to the regular month dues. This service charge shall be collected by the Association in the same manner as monthly dues.

Section 15.4.

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

Section 15.4.1.

The Association shall defend, indemnify and hold the District harmless against damage awards arising from any and all claims, order, suits or other legal orders or judgments brought or issued against the District which may arise out of or by reason of action taken by the District in complying with Article XV.

Section 15.5.

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

Section 15.6.

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

1 **Section 15.7. COPE (Committee on Political Empowerment).**

2 The District shall, upon receipt of a written authorization form that conforms to legal
3 requirements, deduct from the pay of such bargaining unit employee the amount of contribution
4 the employee voluntarily chooses for deduction for political purposes and shall transmit the same
5 to Public School Employees of Washington / SEIU Local 1948. Section 15.4.1 of the Collective
6 Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any
7 time.

8
9 **Section 15.8. Checkoff.**

10 The District shall deduct PSE dues, service charges, or voluntary political contributions from the pay
11 of any employee who authorizes such deductions in writing. The District shall transmit all such funds
12 deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948 on a
13 monthly basis.

14
15 The District shall deduct local chapter dues from the pay of the employee on an annual basis no later
16 than the first regular payday of November of each year. The District shall transmit such funds
17 deducted to the secretary-treasurer of the Public School Employees of Centralia on an annual basis.

18
19
20
21 **ARTICLE XVI**

22
23 **GRIEVANCE PROCEDURE**

24
25 **Section 16.1.**

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

29
30 **Section 16.2. Grievance Steps.**

31
32 **Section 16.2.1. Step 1.**

33 Employees shall first discuss the grievance with their immediate supervisor. If employees so
34 wish, they may be accompanied by an Association representative at such discussion. All
35 grievances not brought to the immediate supervisor in accordance with the preceding sentence
36 within fifteen (15) working days of the occurrence of the grievance shall be invalid and subject
37 to no further processing. The immediate supervisor shall respond to the grievance within
38 fifteen (15) working days.

39
40 **Section 16.2.2. Step 2.**

41 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
42 subsection, the employee shall, within fifteen (15) working days of the immediate supervisor's
43 response referred to in the preceding subsection, reduce to writing a statement of the grievance
44 containing the 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
49 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. The parties will have fifteen (15) working days from submission of the written
7 statement of grievance to resolve it by indicating on the statement of grievance the disposition.
8 If an agreeable disposition is made, all parties to the grievance shall sign it.
9

10 **Section 16.2.3. Step 3.**

11 If no settlement has been reached within the fifteen (15) working days referred to in the
12 preceding subsection, and the Association believes the grievance to be valid, a written
13 statement of grievance shall be submitted within fifteen (15) working days to the District
14 superintendent or the superintendent's designee. After such submission, the parties will have
15 fifteen (15) working days from submission of the written statement of grievance to resolve it by
16 indicating on the statement of grievance the disposition. If an agreeable disposition is made, all
17 parties to the grievance shall sign it.
18

19 **Section 16.2.4. Step 4.**

20 If no settlement has been reached within the fifteen (15) working days referred to in the
21 preceding subsection, and the Association believes the grievance to be valid, the employee
22 may, within fifteen (15) working days of the superintendent/designee response referred to in the
23 preceding subsection, request the grievance be referred to the District board of directors.
24

25 **Section 16.2.5. Step 5.**

26 The District board of directors shall render a decision regarding disposition of the grievance
27 within thirty (30) working days following appeal to the board of directors. The board of
28 directors reserves the right to summon the employee for an oral statement of the grievance.
29 The employee reserves the right to appear before the board of directors to explain the
30 grievance. At any appearance before the board of directors, the employee may be accompanied
31 by an Association representative or designee.
32

33 **Section 16.2.6. Step 6.**

34 If no settlement has been reached within the thirty (30) days referred to in the preceding
35 subsection, and the Association believes the grievance to be valid, the employee may demand
36 arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the
37 interpretation or the application of this agreement shall then be submitted to arbitration under
38 the Voluntary Labor Arbitration Rules of the American Arbitration Association. If mutually
39 agreed, the parties may submit to arbitration under the Expedited Labor Arbitration Rules of
40 the American Arbitration Association. The parties further agree to accept the arbitrator's award
41 as final and binding upon them.
42

43 **Section 16.3.**

44 The grievance discussions shall take place whenever possible on school time. The employer shall not
45 discriminate against any individual employee or the Association for taking action under this article.
46

47 **Section 16.4.**

48 Time limits set forth above can be amended by mutual agreement.
49

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1.

Employees shall be compensated in accordance with the provisions of this agreement for all hours of assigned work.

Section 17.1.1.

Direct deposit is the preferred method of payment. Staff hired after June 30, 2007, are required to use direct deposit. Staff currently using direct deposit may not revert back to individual payroll warrants.

Section 17.1.2.

An employee's annual base salary shall be averaged over twelve (12) months except extra work, extra trips, and overtime will be paid monthly.

Section 17.2.

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

For 2015-2016, hourly wages will be increased as shown on the attached Schedule A which includes a permanent 1.8% COLA increase and an additional 1.2% for the 2015-2017 biennium.

For 2016-2017, hourly wages will be increased as shown on the attached Schedule A which includes a permanent 1.2% COLA increase and an additional .6% for the 2015-2017 biennium. Any additional increases provided by the Washington State Legislature will also be passed through.

For 2017-2018, Schedule A will be built to include the bargained increases by the District (see attached Addendum A). The above 2015-2017 biennium amounts, or some portion thereof, will be included in the 2017-2018 Schedule A if maintained by the Washington State Legislature.

In addition, in the spring of 2017, wages for the Bus Mechanic, Assistant Mechanic, Parts Serviceperson, and Utility Person positions will be bargained for 2017-2018.

Section 17.3.

Salaries contained in Schedule A shall be for the entire term of this agreement, subject to the terms and conditions of Article XVIII, Section 18.3. Should the date of execution of this agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 17.4.

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this agreement if possible and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such retroactive pay shall be paid on the first regular payday following agreement on such schedule, if possible and in any case not later than the second regular payday.

1 **Section 17.5.**

2 Incremental steps, where applicable, shall take effect on September 1 of each year during the term of
3 this agreement; provided, the employee has been actively employed continuously for at least one-half
4 (½) of the previous employment year.
5

6 Bargaining unit substitutes who are able to provide evidence of previous similar work experience may
7 be placed at Step 2 with at least three (3) consecutive years of similar work experience or Step 3 with
8 at least five (5) consecutive years of similar work experience. Those bargaining unit substitutes who
9 have worked a minimum of thirty (30) days each school year will be eligible to move to Step 2 after
10 three (3) consecutive years and Step 3 after five (5) consecutive years.
11

12 **Section 17.6.**

13 Any employee who is requested to change job position or classification shall not take a reduction in
14 pay. If an employee requests a lesser paying position or classification, they will be paid according to
15 Schedule A, currently in effect. All years within the bargaining unit will count when determining
16 placement on Step 6, Step 7, or Step 8.
17

18 **Section 17.7.**

19 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (¼) hour
20 once per day at the end of the employee's work day.
21

22 **Section 17.8.**

23 Any employee required to travel from one site to another in a private vehicle during working hours
24 shall be reimbursed for such travel on a per-mile basis at the current IRS reimbursable rate at the time
25 of travel. The District will provide advance notice of sleeping accommodations for overnight trips.
26 Such accommodations will normally be in a hotel/motel except under special circumstances (i.e., Neah
27 Bay, etc.).
28

29 **Section 17.9.**

30 Employees required to remain overnight on District business shall be reimbursed for room and board
31 expenditures.
32

33 **Section 17.10.**

34 When health examinations or health cards are required by the District or state for transportation, such
35 cost will be paid by the District up to one hundred and twenty-five dollars (\$125.00) every two (2)
36 years, and for food service employees, such cost will be paid by the District up to seventy-five dollars
37 (\$75.00) annually, unless such service is available at no charge through the Lewis County Health
38 Department. The District has the right to specify the health service or M.D. to perform the
39 examination. The District is responsible for the entire cost when specifying the service or M.D. Cost
40 paid by the District will be reviewed annually and adjusted, if necessary, by mutual agreement.
41

42 **Section 17.10.1.**

43 The District shall arrange and pay for immunizations for the prevention of influenza provided
44 the employee's medical care coverage does not pay for such immunization cost. Participation
45 is voluntary.
46
47
48
49

1 **Section 17.11.**

2 Employees shall be reimbursed for all expenses incurred for required attainment/renewal of licenses or
3 permits (excluding basic driver's license) which are required by the District, state, or federal
4 government for performance of duties within the employee's assignment. Regarding the Commercial
5 Driver's License "behind the wheel test" and "written examination," District reimbursement will be for
6 only one (1) test fee. In the event a driver fails the test/examination and attempts the test again, the
7 District will not reimburse such additional costs incurred.

8
9 **Section 17.12.**

10 The driver trainer will be paid an additional one dollar (\$1.00) per hour stipend during the time they
11 are working as a driver trainer. If the driver trainer is a Chehalis employee, he/she will be paid their
12 regular hourly rate of pay plus one dollar (\$1.00) per hour.

13
14 **Section 17.13.**

15 Mechanics and assistant mechanics shall be paid an annual tool allowance of eight hundred dollars
16 (\$800.00). The annual tool allowance will be paid on the September payroll. If an employee
17 separates from employment, the unearned portion will be withheld from their final paycheck.

18
19 **Section 17.14.**

20 Food service staff participating in catering events outside their regular work day will be paid their
21 regular pay during regular work hours, an additional one dollar (\$1.00) per hour for catering outside of
22 their regular work hours that is a district sponsored function or an additional \$2.00 per hour for
23 catering outside of their regular work hours that are for groups outside of the district.

24
25 In-district catering work will be offered to the food service employees in the building where the event
26 is being held by seniority. If additional help is needed, the work will be offered district-wide on a
27 rotational seniority basis, with the list starting anew each school year.

28
29
30 **ARTICLE XVIII**

31
32 **TERM AND SEPARABILITY OF PROVISIONS**

33
34
35 **Section 18.1.**

36 The term of this agreement shall be September 1, 2015 through August 31, 2018.

37
38 **Section 18.2.**

39 All provisions of this agreement shall be applicable to the entire term of this agreement
40 notwithstanding its execution date, except as provided in the following section.

41
42 **Section 18.3.**

43 This agreement may be reopened and modified at any time during its term upon mutual consent of the
44 parties in writing; provided, however, that any state identified salary increases for classified salaries
45 shall be passed through during the term of this agreement. In addition, state identified mandatory and
46 health benefit increases shall be passed through to all employees during the term of this agreement.
47 The District agrees to pay increments during the term of this agreement.

1 **Section 18.3.1.**

2 The parties agree to reopen this agreement in the event of a double maintenance and operations
3 levy failure. In addition, this agreement shall be reopened as necessary to consider the impact
4 of any significant legislative actions following the execution of the agreement.
5

6 **Section 18.3.2.**

7 If the District uses more than three (3) charter buses during any one (1) school year of the
8 agreement, PSE may request that negotiations be opened on the charter bus language. Such
9 request must be made within ten (10) working days of the fourth (4th) charter trip.
10

11 **Section 18.4.**

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

15 **Section 18.5.**

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

19 **Section 18.6.**

20 In the event either of the two (2) previous sections is determined to apply to any provision of this
21 agreement, such provision shall be renegotiated pursuant to Section 18.3.
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

SIGNATURE PAGE

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

**PUBLIC SCHOOL EMPLOYEES
OF CENTRALIA**

CENTRALIA SCHOOL DISTRICT NO. 401

BY: _____
Leslie Taggart, Chapter President

BY: _____
Mark Davalos, Superintendent

BY: _____
Cheryl Blum, Chapter President

DATE: _____

DATE: _____

Schedule A
Centralia School District No. 401
September 1, 2015 – August 31, 2016

FOOD SERVICE <i>(General Classification)</i>	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6 10-14 Years	STEP 7 15-19 Years	STEP 8 20+ Years
<i>Job Titles</i>								
Kitchen Manager	\$15.49	\$15.92	\$16.38	\$16.80	\$17.29	\$17.38	\$17.47	\$17.63
Secondary Lead Food Service Worker	\$14.40	\$14.79	\$15.19	\$15.62	\$16.03	\$16.11	\$16.19	\$16.36
Elementary Lead Food Service Worker	\$13.64	\$13.99	\$14.36	\$14.73	\$15.13	\$15.21	\$15.28	\$15.43
Secondary Food Service Worker	\$12.57	\$12.93	\$13.33	\$13.70	\$14.11	\$14.17	\$14.25	\$14.39
Elementary Food Service Worker	\$12.48	\$12.84	\$13.20	\$13.59	\$14.00	\$14.06	\$14.13	\$14.28
Delivery-Warehouse	\$14.97	\$15.43	\$15.90	\$16.37	\$16.84	\$16.93	\$17.01	\$17.18
Food Service Secretary	\$14.07	\$14.45	\$14.87	\$15.30	\$15.73	\$15.81	\$15.88	\$16.05

TRANSPORTATION <i>(General Classification)</i>	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6 10-14 Years	STEP 7 15-19 Years	STEP 8 20+ Years
<i>Job Titles</i>								
Bus Driver	\$16.63	\$17.13	\$17.62	\$18.12	\$18.64	\$18.74	\$18.82	\$19.01
Bus Mechanic	\$20.97	\$21.53	\$22.13	\$22.75	\$23.39	\$23.50	\$23.62	\$23.86
Assistant Mechanic	\$16.63	\$17.13	\$17.60	\$18.14	\$18.68	\$18.78	\$18.87	\$19.05
Parts Serviceperson	\$14.65	\$15.05	\$15.48	\$15.95	\$16.43	\$16.51	\$16.58	\$16.76
Utility Person	\$12.52	\$12.88	\$13.27	\$13.66	\$14.05	\$14.13	\$14.19	\$14.33
Dispatcher	\$15.75	\$16.22	\$16.67	\$17.11	\$17.59	\$17.68	\$17.77	\$17.94
Extra Trip Rate	\$14.82							

Driver Trainer - Plus \$1.00 when training (Section 17.12).

Employees who fulfill educational requirements of Article XIV shall receive the appropriate extra rate in addition to their hourly base rate.

Food Service Catering - Plus \$1.00 or \$2.00 for catering events outside of the regular work day (Section 17.14).

Mechanic and Assistant Mechanic tool allowance of \$800.00 annually (Section 17.13).

Bargaining Unit Substitutes will be paid at Step 1, Step 2, or Step 3, depending on experience (Section 17.5).

Schedule A
Centralia School District No. 401
September 1, 2016 – August 31, 2017

FOOD SERVICE <i>(General Classification)</i>	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6 10-14 Years	STEP 7 15-19 Years	STEP 8 20+ Years
<i>Job Titles</i>								
Kitchen Manager	\$16.61	\$17.07	\$17.57	\$18.02	\$18.54	\$18.64	\$18.74	\$18.91
Secondary Lead Food Service Worker	\$15.54	\$15.96	\$16.39	\$16.85	\$17.30	\$17.38	\$17.47	\$17.65
Elementary Lead Food Service Worker	\$14.81	\$15.19	\$15.59	\$16.00	\$16.43	\$16.52	\$16.59	\$16.76
Secondary Food Service Worker	\$13.59	\$13.98	\$14.41	\$14.81	\$15.25	\$15.32	\$15.40	\$15.56
Elementary Food Service Worker	\$13.52	\$13.91	\$14.30	\$14.72	\$15.16	\$15.23	\$15.30	\$15.47
Delivery-Warehouse	\$16.24	\$16.74	\$17.25	\$17.76	\$18.27	\$18.37	\$18.46	\$18.64
Food Service Secretary	\$14.94	\$15.35	\$15.79	\$16.25	\$16.71	\$16.79	\$16.86	\$17.05

TRANSPORTATION <i>(General Classification)</i>	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6 10-14 Years	STEP 7 15-19 Years	STEP 8 20+ Years
<i>Job Titles</i>								
Bus Driver	\$17.53	\$18.06	\$18.57	\$19.10	\$19.65	\$19.75	\$19.84	\$20.04
Bus Mechanic	\$21.35	\$21.92	\$22.53	\$23.16	\$23.81	\$23.92	\$24.05	\$24.29
Assistant Mechanic	\$16.93	\$17.44	\$17.92	\$18.47	\$19.02	\$19.12	\$19.21	\$19.39
Parts Serviceperson	\$14.91	\$15.32	\$15.76	\$16.24	\$16.73	\$16.81	\$16.88	\$17.06
Utility Person	\$12.75	\$13.11	\$13.51	\$13.91	\$14.30	\$14.38	\$14.45	\$14.59
Dispatcher	\$16.96	\$17.47	\$17.95	\$18.43	\$18.94	\$19.04	\$19.14	\$19.32
Extra Trip Rate	\$15.61							

Driver Trainer - Plus \$1.00 when training (Section 17.12).

Employees who fulfill educational requirements of Article XIV shall receive the appropriate extra rate in addition to their hourly base rate.

Food Service Catering - Plus \$1.00 or \$2.00 for catering events outside of the regular work day (Section 17.14).

Mechanic and Assistant Mechanic tool allowance of \$800.00 annually (Section 17.13).

Bargaining Unit Substitutes will be paid at Step 1, Step 2, or Step 3, depending on experience (Section 17.5).

Schedule A
Centralia School District No. 401
September 1, 2017 – August 31, 2018

FOOD SERVICE <i>(General Classification)</i>	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6 10-14 Years	STEP 7 15-19 Years	STEP 8 20+ Years
<i>Job Titles</i>								
Kitchen Manager	\$0.79	\$0.81	\$0.83	\$0.86	\$0.88	\$0.88	\$0.89	\$0.90
Secondary Lead Food Service Worker	\$0.85	\$0.88	\$0.90	\$0.93	\$0.95	\$0.95	\$0.96	\$0.97
Elementary Lead Food Service Worker	\$0.90	\$0.93	\$0.95	\$0.98	\$1.00	\$1.01	\$1.01	\$1.02
Secondary Food Service Worker	\$0.76	\$0.78	\$0.81	\$0.83	\$0.85	\$0.85	\$0.86	\$0.87
Elementary Food Service Worker	\$0.78	\$0.81	\$0.83	\$0.85	\$0.88	\$0.88	\$0.89	\$0.90
Delivery-Warehouse	\$0.97	\$1.00	\$1.04	\$1.07	\$1.10	\$1.11	\$1.11	\$1.12
Food Service Secretary	\$0.59	\$0.61	\$0.62	\$0.64	\$0.66	\$0.66	\$0.67	\$0.67

TRANSPORTATION <i>(General Classification)</i>	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6 10-14 Years	STEP 7 15-19 Years	STEP 8 20+ Years
<i>Job Titles</i>								
Bus Driver	\$0.58	\$0.60	\$0.61	\$0.63	\$0.65	\$0.65	\$0.66	\$0.66
Bus Mechanic *	*	*	*	*	*	*	*	*
Assistant Mechanic *	*	*	*	*	*	*	*	*
Parts Serviceperson *	*	*	*	*	*	*	*	*
Utility Person *	*	*	*	*	*	*	*	*
Dispatcher	\$0.90	\$0.93	\$0.95	\$0.98	\$1.00	\$1.01	\$1.02	\$1.04
Extra Trip Rate	\$0.54							

The above amounts are the locally bargained increases only for the specific positions and steps for 2017-2018 which will be applied in addition to any adjustments made by the Washington State Legislature (Section 17.2).

* These positions' wages will be bargained locally in the spring of 2017 for 2017-2018 and any increases will be applied in addition to any adjustments made by the Washington State Legislature (Section 17.2).

Driver Trainer - Plus \$1.00 when training (Section 17.12).

Employees who fulfill educational requirements of Article XIV shall receive the appropriate extra rate in addition to their hourly base rate.

Food Service Catering - Plus \$1.00 or \$2.00 for catering events outside of the regular work day (Section 17.14).

Mechanic and Assistant Mechanic tool allowance of \$800.00 annually (Section 17.13).

Bargaining Unit Substitutes will be paid at Step 1, Step 2, or Step 3, depending on experience (Section 17.5).