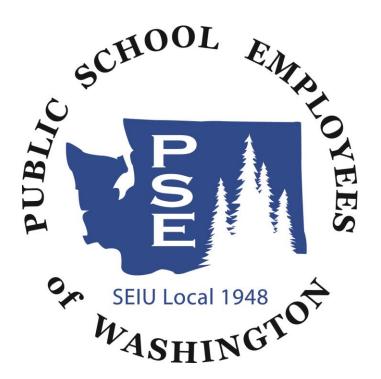
COLLECTIVE BARGAINING AGREEMENT BETWEEN

Wishkah Valley School District #117

and

Public School Employees of Wishkah Valley

September 1, 2019 - August 31, 2022



Public School Employees of Washington / SEIU Local 1948 PO Box 798 Auburn, WA 98071-0798 1.866.820.5652 www.pseclassified.org

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PREAMBLE This Agreement is made and entered into between Wishkah Valley School District Number 117 (hereinafter "District") and Public School Employees of Wishkah Valley 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: **ARTICLE I** RECOGNITION AND COVERAGE OF AGREEMENT Section 1.1. The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.2, and the Association recognizes the responsibility of representing the interests of all such employees. Section 1.2. The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Secretarial/Clerical, Educational Assistants, Custodial/Maintenance, Food Service, Transportation; provided, however, that the Superintendent's Secretary (1) and the Business Manager (1) are excluded from the bargaining unit, based upon a confidential relationship to the Board of Directors or Superintendent. **Section 1.2.1.** Temporary positions shall be posted within the bargaining unit pursuant to Section 10.7 herein. All substitute employees who have worked accumulative thirty (30) days or more in the current or immediately preceding school years and who continue to be available for employment as substitutes shall be included in the bargaining unit. The only sections of the Agreement which apply to bargaining unit substitutes are: Sections 6.1.1, 6.2, 6.3; Article XV; and Schedule A. The provisions of the Agreement stated in this subsection are the sole provisions of the Agreement applicable to substitutes. Section 1.3. 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 pursuant to RCW 41.56.030 (2).

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ARTICLE II

RIGHTS OF THE EMPLOYER

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It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the District. Included in these rights, in accordance with applicable laws and regulations, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The Employer shall retain the right to maintain efficiency of the District

Section 2.1.

12 operations by determining the methods, the means, and the personnel by which such operation is 13 conducted. 14

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47 48 Section 2.2.

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

ARTICLE III

RIGHTS OF THE ASSOCIATION

Section 3.1. The Association has the right and responsibility to represent the interests of all employees in the bargaining unit; to present their views to the Employer on matters of concern either orally or in writing; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 3.1.1. Work Year Calendar.

The District will annually meet with the Association to discuss their input on the District calendar prior to April 1, and prior to adoption and publication. The District will also meet with the Association when calendar changes are needed.

Section 3.2. Association Representation.

The Board of Trustees will be designated as a conference committee to meet with the Superintendent of the District and/or his/her designated representatives on a mutually agreeable regular basis to discuss appropriate matters. Meetings shall be held at times when they cause as little interruption of the work schedules as possible.

Section 3.3. Bargaining Unit Information.

The District will supply the following information, upon reasonable request:

A. Full Name

- E. Number of Paid Holidays (hours)
- B. Hire Date
- F. Number of Paid Vacation Days (hours)
- C. Job Title
- G. Days of Illness and Injury Leave (hours)
- D. Daily Hours
- H. Maximum Insurance Eligibility

Section 3.3.1.

Descriptions for all positions subject to this Agreement are attached to this Agreement and by this reference incorporated herein. If a new position is created or an existing position is modified, such position(s) shall be negotiated regarding hours, wages and working conditions.

ARTICLE IV

RIGHTS OF EMPLOYEES

Section 4.1.

It is agreed that the employees in the bargaining unit defined herein shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisals, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District.

Section 4.2.

An employee has the right to be accompanied by a fellow employee, or Association representative, at discussions between employee and supervisor of the District.

Section 4.3.

There shall be only one (1) official personnel file for each employee. Said files shall be kept confidential in the District administration office. Each employee shall have the right upon request, and after making an appointment for that purpose with the personnel administrator, to review the contents of his/her personnel file. The review shall be made in the presence of the administrator responsible for safekeeping and confidentiality of these files. During the review the employee shall be allowed to copy any material therein and shall be permitted to make a written inventory of material there, and, on request, have such inventory signed and dated by the Personnel Administrator.

Section 4.4.

Each employee shall be provided a copy of all material placed in his or her personnel file within five (5) days of its insertion (all derogatory material contained in the file shall be removed no later than five (5) years after its placement in the file). This shall be done by the Personnel Administrator and the employee. An employee may attach comments to any material that is a part of the personnel file.

Section 4.5.

- The District shall maintain a medical information file for each classified employee of the District 2
- which will be kept separate from the official personnel file. Said files shall be kept in the District 3
- Administration Office. Such file will contain such sensitive information as immunization history, 4
- health related cards and bus driving physical examination forms. This medical information file will 5
 - ensure confidentiality of sensitive information regarding the employee.

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Section 4.6.

Employees who administer student catherization services shall be provided the training and right of refusal described in RCW 28A. 210.280.

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Section 4.7.

Employees attending training courses or in-service required by State regulation or District policy as a condition of continued employment, or at the specific direction of the District, will be paid by the District at the employee's regular hourly rate for all time in training session, plus any fee, tuition, or transportation cost. Employees electing private training (First Aid/CPR) will be responsible for their own costs.

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ARTICLE V

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APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

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Section 5.1.

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are matters affecting wages, grievance procedures, and general working conditions of employees in the bargaining unit subject to this Agreement, as prescribed in RCW 41.56.

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Section 5.2.

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

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ARTICLE VI

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HOURS OF WORK

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Section 6.1.

The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday. Each employee will be assigned in advance to a definite shift with designated times of beginning and ending. Each normal full-time shift shall consist of eight (8) hours of work per day with the exception of the Plant Manager. The Plant Manager's schedule may be temporarily modified (for a period of up to 2 weeks) to include 40 hours in a week over a period of 6 days. Any schedule change will be given to the Plant Manager with a one-week notice, unless mutually agreed otherwise.

Section 6.1.1.

Each shift shall include adequate time to perform assigned duties, plus paid rest period(s) of approximately five (5) minutes for each hour of work, to a maximum of fifteen (15) minutes for any four (4) hours. Shifts in excess of four (4) hours per day shall include, in addition to the above, an uninterrupted duty free unpaid lunch period of not less than thirty (30) minutes, to be near the middle of the shift as possible.

Section 6.2.

All hours worked more than the normal forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the employee's base hourly rate. Employees will be paid for all the hours they are required to work. Employee overtime shall be authorized by Superintendent or Designee prior to the time it is worked.

Section 6.3.

Shifts shall be established for transportation personnel, as necessary, to fulfill driving tasks, except that all bus drivers shall receive, in addition to their regular driving time, one-half (1/2) hour per day for the purpose of bus warm-up and cleanup. Trips shall be bid on a seniority basis.

Section 6.3.1.

To start the scheduling process, the most senior driver will select a route and so on until each driver has selected a route.

Once every driver has a route assignment, any route(s) that is remaining will be divided amongst the drivers based upon seniority. If a route is still not selected, than that route will be divided up into daily units and assigned based upon a reverse order of seniority - i.e., the most junior driver will be selected first.

Section 6.3.1.1.

Routes rotate on a trimester schedule so that in a full year each driver will have driven all three routes for about 60 days.

Section 6.4.

All District funded (ASB excluded) classroom field trip, sport contests and band trips (of more than 9 students) shall be known as extra trips and shall be compensated at the regular hourly rate for actual driving time of the extra trip, plus one-half (½) hour for the purpose of bus cleanup; provided, further, that compensation for layovers, other than overnight, shall be 100% of the regular hourly rate thereafter. Compensated time for overnight trips shall be the total of driving and standby hours for the day, or up to a total of eight (8) hours per day, whichever is greater. The District will pay for reasonable cleanup and warm-up time in excess of two point five (2.5) hours per week. Drivers shall receive compensation for extra bus trips in the pay period of the month immediately following the hours worked.

Section 6.4.1.

For extra trips, the drivers will select trips, again based upon seniority. A list of all trips each month will be created and the senior driver will make a selection followed by the next most senior driver and so on. When possible all drivers holding positions in other classifications shall sign up for trips that create the least amount of disruption in their daily schedule. Should

regular drivers not be available a substitute may be used. Any trips that are not selected will be assigned based upon a reverse order of seniority.

Section 6.4.1.1.

The extra trip list will run continuously so that all drivers have the same opportunity for the same number of trips. A driver may opt out of trips on a monthly basis. Extracurricular trips that are not selected will be assigned based upon a reverse order of seniority.

Section 6.4.2.

 A District car may be used to transport up to five (5) students to a school sanctioned function, driven by any trained staff member. A van may be used to transport up to nine (9) students, however, a trained school employee, not holding a bus driver license may be utilized.

Section 6.4.3.

 If an employee is assigned a trip on a non-school day and arrives at the trip for departure, the employee will be paid a minimum of two (2) hours of pay if the employee has not been notified of the cancelation of the trip.

Section 6.5.

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. The administration will arrange coverage of an uninterrupted rest period for the office personnel, through the use of student assistants, Office Aides or the Business Manager.

Section 6.6.

Employees requested to work a shift and perform the duties regularly filled by a higher classification employee shall receive compensation equal to that normally received by the employee in the higher classification.

Section 6.7. Call-In.

In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Employees reporting to work shall receive a minimum of two (2) hour pay at regular rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event of standard notification by the District within one (1) hour of school starting time.

Section 6.7.1. Employee Call-In.

 It is recognized that employees are subject to call-in due to issues in the facility, ranging from unlocked doors or windows, vandalism, flooding etc. Issues which require a response will be paid a minimum of 1 (one) hour for safety checks and two (2) hours for work required at the appropriate rate.

Section 6.8.

 Substitute drivers shall not be assigned extra trips, unless no regular driver is available.

Section 6.9.

- Each employee shall be assigned to a definite and regular shift and workweek, which shall not be 2
 - changed without prior notice to the employee of one (1) calendar week; except for emergency
- situations, provided that; the regulation of shifts of transportation personnel shall be controlled 4
- pursuant to Section 6.3 herein. 5

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Section 6.10. Compensatory Time Off.

- An employee may, at his/her option, request compensatory time off with preapproval in lieu of
- overtime compensation or payment for hours worked beyond the employee's normal work shift.
- Compensatory time, if granted, may be accrued; provided, however, that records shall be maintained 10
- and there must be a reasonable expectation that the employee will be provided an opportunity to 11 expend the accrued time. The District shall not solicit employees to accept compensatory time in lieu 12
- of other compensation. Compensatory time in lieu of overtime as provided in this Article shall be 13 14
 - accrued at the rate of one and one-half $(1\frac{1}{2})$ hours for each hour worked.

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Section 6.11. Leap Year.

Twelve (12) month employees shall receive one additional day off of their choice.

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Section 6.12.

For all twelve (12) month employees, for overtime calculation purposes, paid holidays shall be considered non hours worked.

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Section 6.13.

Normally from year to year, employees who have not obtained different positions through a bid procedure, will continue at least the same number of hours and days. If there is a reduction, the employee(s) will have a seniority right in regaining hours and days.

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Section 6.14. Regular employees right to substitute work.

Regular paraeducators who have time within their day will be allowed the first priority to fill substitute assignments which fit within their work day.

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ARTICLE VII

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HOLIDAYS

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Section 7.1.

All classified employees shall receive the following paid holidays which fall within their work year:

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- 1. New Year's Day
- 2. Martin Luther King Day
- Presidents' Day 3.
- 4. Memorial Day
- 5. Veterans' Day
- Independence Day*

- 7. Labor Day
- 8. Thanksgiving Day
- Day after Thanksgiving Day 9.
- Day before Christmas 10.
- 11. Christmas Day

*12-month employees only.

Twelve (12) month employees shall receive, in addition to the eleven (11) holidays specified above, an additional paid holiday to be taken during the holiday break on a day mutually agreed upon between the employee and Superintendent.

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ARTICLE VIII

LEAVES

Section 8.1. Illness, Injury And Emergency Leaves.

Every employee holding a regular full-time/part-time position working one hundred eighty (180) or more days per year shall accrue a total of twelve (12) days for illness, injury and emergency leave (sick leave), for each school year. Employees working less than one hundred eighty (180) days per year shall receive sick leave prorated based on the immediately preceding sentence. Every employee shall receive sick leave equivalent to their regular workday, example: a day of leave, for a five (5) hour per day employee, shall be five (5) hours of leave. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave paid in excess of that earned shall be deducted from the final paycheck in the event of termination. Employees utilizing sick leave may be required to provide a physician's verification. Such verification shall be the only limitation to the utilization of sick leave subject to the balance of this Article.

Section 8.1.1. Leave Sharing.

The District shall establish and administer a leave sharing plan in which eligible employees may donate excess leave for use by a staff member who is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition. Such a program is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay or terminate his or her employment with the District. The Superintendent is directed to establish procedures for staff members who accrue annual leave and for staff members who do not earn annual leave, but who accrue leave to be used for illnesses, injuries, or sharing plan in a manner consistent with State law.

- A. A District employee is eligible to receive donated leave if:
 - 1. The staff member suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the staff member to:
 - a. Go on leave without pay status; or
 - b. Terminate his/her employment;
 - 2. The staff member's absence and the use of shared leave are justified;
 - 3. The staff member has depleted, or will shortly deplete, his/her annual leave and sick leave reserves;

- 4. The staff member has abided by District rules regarding sick leave use; and
- 5. The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.

The Superintendent shall determine the amount of leave, if any, which a staff member may receive under this policy. However, a staff member shall not receive more leave than the number of contracted days remaining in the current school year. In the event that the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total of more than two hundred sixty-one (261) days of leave.

- B. District employees may donate leave as follows:
 - 1. A staff member who has an accrued annual leave balance of more than ten (10) days may request that the Superintendent transfer a specified number of days to another staff member authorized to receive shared leave. A staff member may not request leave to be transferred that would result in an accrued annual leave balance of fewer than ten (10) days.
 - 2. A staff member who does not accrue annual leave, but who has an accrued sick leave balance of more than sixty (60) days, may request that the Superintendent transfer a specified amount of sick leave to another staff member authorized to receive such leave. A staff member may request to transfer no more than six (6) days of sick leave during any twelve (12) month period, and may not request a transfer that would result in an accrued sick leave balance of fewer than sixty (60) days. Transfers of sick leave are limited to transfers from staff members who do not accrue annual leave. Sick leave as defined by RCW means leaves for illness, injury and emergencies.

The number of leave days transferred shall not exceed the amount authorized by the donating staff member.

The value of leave transferred is based upon the current salary rate of the person receiving the leave. The receiving staff member will continue to be paid his or her regular rate while on share leave. For example, if a staff member earning \$15.00 an hour donates one (1) day of leave to someone earning \$7.50 an hour, the recipient would get two (2) days of leave. However, if the \$7.50 an hour employee donates one (1) day to the \$15.00 an hour employee, the higher paid employee would receive one-half (½) day of leave.

The value of any leave transferred under this policy which remains unused shall be returned at its original value to the staff member who donated the leave. To the extent administratively feasible, the value of unused leave which was transferred by more than one (1) staff member shall be returned on a pro rata value basis. For example, if three (3) people earning equal wages each donated one (1) day to someone earning the same salary and only one (1) of the three (3) days is used, two-thirds (2/3) of a day of leave would be returned to each donating staff member.

Section 8.2.

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

78 Section 8.3.

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

Section 8.4. Bereavement Leave.

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Section 8.4.1.

Each employee shall be entitled to a maximum of three (3) days leave with pay per occurrence for absence caused by a death in the immediate family. Immediate family shall be defined as spouse, son, daughter, mother, father, sister, brother, grandchildren, grandparents, aunts or uncles of either the husband or wife. Such leave shall be arranged with the Superintendent.

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Section 8.4.2.

This bereavement leave is not deducted from sick leave and is noncumulative.

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Section 8.5. Family Illness Leave.

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Section 8.5.1.

Each employee shall be entitled to a maximum of ten (10) days leave with pay per year for absence caused by illness of immediate family. Immediate family is defined in Section 8.4.1 of the Agreement. Family illness leave shall be deducted from sick leave and is noncumulative pursuant to Section 8.1.

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Section 8.5.2.

32 33 34 Sick leave may be utilized to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision as required by the provisions of RCW 49.78 as defined by WAC. Such leave shall not be counted against family illness leave as per Section 8.5.1 of the Agreement. Furthermore, the District agrees to comply with the requirements of Public Law 103-3, the Federal Family and Medical Leave Act of 1993.

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Section 8.6. Personal Leave.

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Section 8.6.1.

In the event of important personal business, an employee may apply for up to two (2) days per year of personal leave, either in advance or retroactively, for a contingency not provided for by statute or their school district policies. Such leave will not be deducted from sick leave. The employee may bank up four(4) unused personal leave days from one year to the next. Total available personal leave days will not exceed six (6) days. The District will, if the employee so chooses buy back up to two (2) days at their regular rate with notification to the district by April 30 for payment in May.

Leave granted under this section shall be for important personal business that necessitates an employee's absence. In the event a principal or supervisor grants permission for an employee to leave early because of matters such as important personal business or family matters, the employee shall be required to submit a District Leave Request Form. The district will make every reasonable effort in obtaining substitutes before denying personal leave.

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Personal leave order of precedence:

- 1. Family emergencies
- 2. Business legal, business transactions, contracts
- 3. Family celebrations
- 4. Field trip chaperones
 - a. Chaperoning a field trip will not be considered an extension of a vacation period.
 - b. Volunteer classified/chaperones will be limited to one extra classified/chaperone per trip. In the event that there are two similar requests, then the employee who asked first will take precedence. If an employee has not accompanied a particular field trip, they will have first choice.

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When such leave is granted, there shall be no loss of salary. Application for personal leave must be made to the Superintendent, who shall determine if the leave is to be granted. Each decision shall be subject to review by the Board of Directors.

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Section 8.6.2.

The problem must have been suddenly precipitated and must be of such a nature that preplanning is not possible, or where pre-planning could not relieve the necessity for the absence.

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Section 8.6.3.

Personal leave may be taken the day before, or the day after a holiday or in any combination if the principal grants permission. The District will make every reasonable effort in obtaining substitutes before denying personal leave.

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Section 8.7. Maternity Leave.

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Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave must return to work not later than one (1) year following the granting of the maternity leave. Employees granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance with Section 8.1 above. Before returning to work, the employee must be certified by her physician as ready and able to return.

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Section 8.8. Paternity Leave.

A male employee, upon request, shall be granted one (1) day of leave, on or about the date of the birth of his child. Such leave shall be deducted from that accumulated pursuant to Section 8.1 above.

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Section 8.9. General Leaves.

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Section 8.9.1.

Upon recommendation from the Superintendent and upon approval of the School Board, a leave of absence without pay or accrual benefits of up to one (1) year may be granted to any employee for such things as illness, family emergency, maternity, education, etc. There shall be no other employment while on leave. An employee granted a leave of absence shall inform the Superintendent by April 1 as to his/her intentions to assume a position in the District for the ensuing school year. If said notification is not received, the individual's employment rights with the District shall be terminated.

The returning employee will be assigned to the identical position occupied before the

leave of absence, or, if the previously held position is not available in the District, to a

position substantially equal. Employees hired to fill positions of employees on leave of

while on leave of absence. However, vacation credits, sick leave, and seniority shall not

An employee on leave due to an extended illness shall be guaranteed his/her former, or a

comparable, position if he/she returns to work within six (6) months of using all accrued sick

Employees required to serve on juries will be paid at their normal rate of pay except that any

pay, exclusive of reimbursed expenses, received for such jury service shall be returned to the

ARTICLE IX

VACATIONS

Upon completion of the first year of service with the District, each employee shall be granted six (6)

days paid vacation per year. Each employee shall be granted one (1) additional day of paid vacation

leave and vacation benefits; provided that if there has been a layoff which would have affected

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Section 8.9.1.1.

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absence will be informed of this provision by the District and shall be subject to all provisions of this Agreement, except leave replacement employees shall not be covered by Section 10.5 of the Agreement.

Section 8.9.2.

Section 8.10. Jury Duty.

Employer.

Section 8.10.1.

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Section 8.9.1.2. The employee will retain accrued sick leave, vested vacation rights, and seniority rights

accrue while the employee is on leave of absence.

said employee, then the provisions of Article X shall prevail.

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39 **Section 9.1.**

for each year of service completed thereafter to a maximum of twenty (20) days. All paid vacations shall be computed on a full-time equivalent basis (FTE); <u>example</u>: a first year, six (6) hour employee will earn six (6), six (6) hour vacation days (a total of thirty-six (36) paid hours of vacation).

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Section 9.2.

Vacations for full-time employees shall be scheduled by the employee and approved by the Superintendent.

ARTICLE X

SENIORITY

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Section 10.1.

The seniority of an employee in the bargaining unit shall be established as of the employee's first workday for the District as a regular employee (hereinafter called "hire date") unless such seniority shall be lost as hereinafter provided.

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Section 10.1.1. Seniority Tie Breaker.

Employees hire date within classification will be on the board recognized hire date. Should more than one person be hired on the same date, the following tie breaker procedure will take place. A meeting will be held with the Superintendent, the PSE chapter president and the employees who have the same hire date, as soon as possible. A coin toss will held to determine preference between the employees. Notation of that preference will be made on the official seniority list.

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Section 10.2.

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

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A. Resignation;

A. Resignation

- B. Discharge for any reason contained in this Agreement;
- C. Retirement; or
- D. Change in job classification within the bargaining unit, as hereinafter provided.

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Section 10.3.

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

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A. Time lost by reason of industrial accident, industrial illness or jury duty;

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B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the Unites States; or

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C. Time spent on other authorized leaves of absence, not to exceed one (1) year.

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Section 10.4.

Seniority rights shall be effective within job classifications as defined in Section 1.2. in which employees have performed service. Employees will have seniority dates in multiple classifications.

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Section 10.5.

The employee with the earliest hire date shall have preferential rights regarding shift selection and vacation periods. The employee with the earliest hire date shall have preferential rights regarding filling of open job assignments, promotions and layoffs when ability and performance are substantially equal with those individuals junior to him/her. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth, in writing, to the employee or employees and the Association's grievance committee chairman, its reasons why the senior employee

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Employees will be allowed to add additional time to their schedules by seniority.

47 48 or employees have been bypassed.

Section 10.6.

The parties recognize that employees work in multiple classifications. They may have multiple hire dates depending when they began work in that specific classification. Employees will not lose their seniority within a classification when they stop working in that classification for a period of time.

Section 10.7.

If a vacancy should occur, a notice shall be posted. Any interested employee shall have three (3) workdays to submit a request for consideration to the position. All requests will be considered as part of the interview process. However, in case of emergency, this shall not preclude the District from taking any temporary action it may consider necessary.

Section 10.8.

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees shall be considered along with current employees in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for two years.

Section 10.9.

An employee on layoff status shall file his/her address in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address.

Section 10.10.

An employee shall forfeit rights to reemployment, as provided in Section 10.8, if he/she does not comply with the requirements of Section 10.9, or if he/she does not respond to the offer of reemployment within fifteen (15) days.

Section 10.11.

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

ARTICLE XI

PROBATIONARY PERIOD

Section 11.1.

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 11.2.

At the end of the probationary period, the employee will be placed on regular employee status and be subject to all rights and duties contained in this Agreement retroactive to his/her hire date.

1	ARTICLE XII
2	NOTIFICATION TO NON-ANNUAL EMPLOYEES
4	Section 12.
5 6	Employees will receive Reasonable Assurance of reemployment no later than May 31 st .
7	<u>Section 12.1.</u>
8 9	This Article is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months work per year.
10	Section 12.2.
11 12 13	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.
14	S-42 10 2
15 16 17	Section 12.3. Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.
18	Section 12.4.
19 20	Nothing contained herein shall in any way limit the operation of Article XIII.
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22	
23 24	ARTICLE XIII
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26	DISCIPLINE AND DISCHARGE OF EMPLOYEES
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28	<u>Section 13.1.</u>
29	The District may discipline and discharge an employee for sufficient cause.
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31	Section 13.2. The issue of sufficient cause shall be received in accordance with the Crievanes Presedure contained.
32 33	The issue of sufficient cause shall be resolved in accordance with the Grievance Procedure contained herein.
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37	ARTICLE XIV
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39	INSURANCE
40	
41	<u>Section 14.1.</u>
42	The District shall contribute the state funded insurance amount or the premium amount, whichever is
43	less, per month, effective September 1 of each year of this CBA, prorated on an FTE basis for each
44	eligible employee enrolled in a mutually approved group insurance plan; provided, that a full-time
45	equivalency (FTE) for the purpose of this Article only shall be an employee working 1,440 hours or
46 47	more each school year. Employees shall make a declaration of benefit usage before October 1 of each school year of options selected for the fiscal year and any unused funds shall be pooled and allotted
47 48	equally to members of the bargaining unit whose District insurance contribution levels do not cover the

premiums. The aforementioned premium payment benefits shall be for twelve (12) months; provided, that any employee who claims and is granted unemployment compensation during the summer months shall not receive these extended benefits.

Section 14.1 will be re-opened after more research, prior to January 1, 2020.

Section 14.2. Industrial Insurance.

All employees covered by this Agreement shall be covered by Washington State Industrial Insurance, or its equivalent: ESD 113-Workers Compensation Trust.

ARTICLE XV

DUES DEDUCTION

Section 15.1. Membership.

The District and PSE/SEIU1948 understand that at the center of our labor management relationship is the shared interest in providing the best services to the public. Therefore, it is the expectation of both PSE/SEIU1948 and the District that the District representatives shall remain neutral on the issue of union membership and respect all employees decisions to join and maintain membership in their exclusive professional advocacy organization PSE/SEIU1948 pursuant to RCW 41.56.150. All bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU1948 upon employment with the District in a bargaining unit.

Section 15.2. Membership Rescission.

Union members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to PSE/SEIU1948, following the constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, PSE/SEIU1948 shall inform the District of the employee's non-member status consistent with the notification section 15.4.

Section 15.3. New Hire Notification.

The District shall notify the Union in writing of all new hires within ten (10) business days of when such employees are approved to work for the district as a substitute, temporary, or regular employee in any job title set forth on the Schedule B of this Agreement, including name, home mailing address, phone number, job title, work email, work location and hire date. The Employer shall give a copy of this working agreement to each employee when hired.

Section 15.4. Dues and Checkoff.

PSE/SEIU1948 shall provide the District with a full and complete list of bargaining unit employees who are current members of PSE/SEIU1948, and shall provide updates, additions, and/ or other changes in membership status to the District upon request. The District agrees to accept dues authorizations via voice authorization or by E-signature in accordance with "E-SIGN". PSE/SEIU1948 will provide a list of those members who have agreed to union membership via voice authorization. In addition, upon request, access to the District to the .wav files associated with the voice authorization. PSE/SEIU1948 will be the custodian of the records related to voice/E-signature authorizations. PSE

agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of those records.

Section 15.5. Checkoff.

The District shall deduct PSE dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.

Section 15.5.1. Classified Employee Report to the Association.

The District shall submit a monthly report (to accompany the monthly transmission of dues to PSE) to the Treasurer of PSE listing: the name, and amount of PSE dues deducted for each bargaining unit employee. The District shall provide a list of current addresses and telephone numbers of bargaining unit employees to the Association upon request.

Section 15.5.2. Local Chapter Dues.

The District shall deduct PSE local Chapter dues separately and remit such funds to the local Chapter Treasurer on a monthly basis, or within thirty (30) days of the deduction of such dues.

Section 15.6.

The Association shall hold the District harmless for the administration of this Article done pursuant to this Article.

Section 15.7. New Hire Orientation.

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section 16.1.

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

Section 16.2. Grievance Steps.

<u>Step 1.</u> The employee shall first discuss the grievance with his/her immediate supervisor. All grievances not brought to the immediate supervisor, in accordance with the preceding sentence, within

fifteen (15) workdays of the occurrence of the grievance shall be invalid and subject to no further processing. At any point during the grievance procedure, the employee may file a written notice to the Superintendent terminating his/her grievance.

<u>Step 2.</u> If the grievance is not resolved to the employee's satisfaction, in accordance with the preceding subsection, the employee shall reduce to writing and submit, as specified herein, within ten (10) workdays, a statement of the grievance containing the following:

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

The employee shall submit the written statement of grievance to his/her immediate supervisor for reconsideration and shall submit a copy to the Superintendent or his/her Designee. If the employee wishes, he/she may be accompanied by an Association representative at subsequent discussions or meetings. The parties will have ten (10) workdays from submission of the written statement of grievance to resolve it. A written statement indicating the disposition of the grievance shall be furnished the employee. If an agreeable disposition has been made, the aggrieved party shall terminate his/her grievance in writing within five (5) workdays.

Step 3. If no settlement has been reached at Step 2, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted, within five (5) workdays, to the Superintendent or his/her Designee. The parties will have ten (10) workdays to resolve the grievance. A written statement indicating the disposition of the grievance shall be furnished to the employee and the Association. If an agreeable disposition has been made, the grievance shall be terminated.

Step 4. If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) workdays to the District Board of Directors. After such submission, the parties will have thirty (30) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by an Association representative or designee.

 Step 5. If no settlement has been reached within the thirty (30) days referred to in the preceding subsection, and the Association believes the grievance to be valid, the employee may demand arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the interpretation or the application of this Agreement shall then be submitted to arbitration under the regulations of the Public Employment Relations Commission. The parties further agree to accept the arbitrator's award as final and binding. The costs of the arbitrator shall be borne equally.

ARTICLE XVII

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PERFORMANCE EVALUATION

An annual evaluation shall be made only upon a review of employee performance of duties specified in

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Section 17.1. Performance Evaluation: Standard For Evaluation.

the latest job description on file with the District and the PSE Chapter Secretary. Job descriptions will 8 9 10 11 12

be reviewed annually except that other changes may occur during the remainder of the year when unforeseen changes, personnel changes, new positions, alter the definition of a job. No employee will be evaluated on a changed job description until a minimum of sixty (60) days have elapsed since a revised description was given to the employee and Chapter Secretary. Any formal evaluation completed during the interim sixty (60) day period shall be predicated upon the original job description.

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Section 17.2. Evaluation Criteria.

The following criteria will be used in the evaluation:

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- A. What does the employee do? (job description)
- B. How much does the employee do? (quantity)
- C. How well is the work done? (quality)
- D. How much does the employee know about the job? (knowledge)
- E. What goals should the employee strive toward in the coming evaluation period. (growth)

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Section 17.3. Improvement Of Sub-Standard Performance.

The supervisor will thoroughly describe all job-related problems to provide examples and specific descriptions of problem areas. In addition to a clear explanation of the problem, the supervisor will fully explain:

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- A. What or how much shall be done. (quantity)
- B. What is expected. (quality)
- C. What the employee must learn. (including a commitment of District resources to teach the job, where applicable). (knowledge)
- D. Who will monitor progress.
- E. What will happen:
 - 1. If goals are met.
 - 2. If goals are not met.

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Section 17.4. Contested Evaluations.

Any evaluation that is unsatisfactory will be presented to the employee at a conference with the immediate supervisor. The employee will sign the evaluation; in so doing the employee does not signify agreement with the substance of the evaluation. The employee's signature shall signify only that the employee has read the evaluation. The employee may, within fifteen (15) days of the evaluation conference, file a written rebuttal to the contested evaluation.

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Section 17.5. Evaluation Format.

Each evaluation will be presented to the employee, recorded on the District evaluation form included herein as Appendix A.

ARTICLE XVIII 1 2 **SALARIES** 3 4 Section 18.1. 5 Employees shall be compensated in accordance with the provisions of this Agreement for all hours 6 worked. Each employee shall receive a full accounting and itemization of authorized deductions, 7 hours worked, and rates paid with each paycheck. 8 9 Section 18.2. 10 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in 11 Schedule A attached hereto and by this reference incorporated herein. 12 13 For the period of September 1, 2019, through August 31, 2020, Schedule A shall be increased by 2.5% 14 as shown. 15 16 For the period of September 1, 2020, through August 31, 2021, Schedule A is a salary reopener. 17 18 For the period of September 1, 2021, through August 31, 2022, Schedule A is a salary reopener. 19 20 Incremental steps on Schedule A shall be funded by the District. 21 22 Section 18.3. 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 rate determined by the State. 25 26 Section 18.4. 27 Employees shall be reimbursed for required renewal of licenses or permits (excluding the basic driver's 28 license) and physical examinations which are required by the District or State for the performance of 29 duties within the employee's assignment. Employees required to remain overnight on District business 30 shall be reimbursed for room and board expenditures. 31 32 Section 18.5. 33 The District shall annualize the bus driver classification payroll (twelve equal payments--September 34 through August). Only the projected regular daily shift would be annualized. Extra hours (e.g., extra 35 trips) would be paid in the current manner. 36 37 Section 18.6. 38 On training days for people with multiple pay rates they will be trained at their highest classified 39 regular pay rate. 40 41 **Section 18.6.1.** 42 Employees with multiple pay rates, when they are in overtime status will be paid a blended 43 rate. The district and the association will annually review and approve the method for arriving 44

at the blended rate(s).

ARTICLE XIX DURATION OF AGREEMENT Section 19.1. The term of this Agreement shall be September 1, 2019 to August 31, 2022. Section 19.2. All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date. Section 19.3. This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened (1) at the request of the District, if necessary, to bring salary and/or insurance benefit levels of this bargaining unit into compliance with legally imposed limitations or (2) at the request of the Association to take advantage of any changes in such limitations or of available funding for salary, State funded increments and insurance benefits. ARTICLE XX SEPARABILITY OF PROVISIONS Section 20.1. If any provision of this Agreement, or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby. Section 20.2. Neither party shall be compelled to comply to any provision of this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto. Section 20.3. In the event either of the foregoing sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 19.3. 42.

SCHEDULE A WISHKAH VALLEY SCHOOL DISTRICT September 1, 2019 – August 31, 2020

SECRETA	RIAL-CI	LERICAL
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SECRETARIAL-CLERI	CAL_				
	<u>1-3 yrs</u>	<u>4-6 yrs</u>	<u>7-9 yrs</u>	1 <u>0-14</u>	1 <u>5+</u>
Admin. Secretary	\$17.98	\$18.77	\$19.56	\$19.94	\$20.34
School Secretary	\$20.99	\$22.23	\$22.88	\$24.08	\$24.70
HR/Payroll	\$24.19	\$25.40	\$26.61	\$27.21	\$27.82
EDUCATIONAL ASSIS	TANT_				
Classroom EA	\$16.53	\$17.26	\$17.98	\$18.34	\$18.70
Playground EA	\$16.53	\$17.26	\$17.98	\$18.34	\$18.70
Tech Para	\$19.42	\$20.27	\$21.12	\$21.54	\$21.96
CUSTODIAL/MAINTE	NANCE				
Plant Manager	\$26.59	\$29.07	\$31.55	\$34.03	\$36.51
Custodian	\$19.26	\$20.10	\$20.94	\$21.35	\$21.77
Groundskeeper	\$19.26	\$20.10	\$20.94	\$21.35	\$21.77
Asbestos Worker	\$20.26	\$21.15	\$22.03	\$22.21	\$22.40
Maintenance	\$20.26	\$21.15	\$22.03	\$22.21	\$22.40
Summer Hires	\$15.00				
FOOD SERVICE					
Head Cook	\$21.37	\$22.30	\$23.23	\$23.70	\$24.16
Assistant Cook	\$16.63	\$17.34	\$18.07	\$18.43	\$18.79
TRANSPORTATION	** 0	 -		*** • • •	
Bus Driver	\$20.80	\$21.70	\$22.60	\$23.05	\$23.50
Supervisor	\$22.06	\$23.01	\$23.97	\$24.46	\$24.93

Para Educators who possess:

- a valid Associates Degree (AA) or equivalent will receive an annual \$250 Stipend;
- a valid Bachelor's Degree (BS/BA) will receive an annual \$500 stipend.

Driver trainer stipend \$500 per year.

APPENDIX A - PAST PRACTICE

PSE of WishkahValley and the Wishkah Valley School District have discussed the past practices for which they are aware and rely on. As of 6-30-16 the parties are aware of the following past practices. These past practices will be followed during the term of the agreement unless mutually agreed otherwise. This list will be appended to the agreement.

1. On Friday, half-day (1/2) day release before a holiday, classified employees may leave at the early release time without a dock in pay. This is NOT during conference weeks or during workshop days when certified staff must stay.

2. Kitchen employees (ONLY) will continue to be given a lunch at no charge, this does not include breakfast.

3. The district will continue to pay for DOT Physicals as long as drivers go to the physician of district choosing.

4. Drivers will have 2 hours to clean their bus before school begins.

5. Drivers will have one (1) hour of clean up time (post trip) for overnight trips.

6. Drivers are allowed thirty (30) minutes of bus washing time once a week, they can only claim the time if they wash the bus.

7. Drivers may continue to choose trips that may interrupt their daily schedule in another classification.

WISHKAH VALLEY SCHOOL DISTRICT CLASSIFIED EMPLOYEE - EVALUATION FORM

EMPLOYEE:								
DATE:			ANNI	U A L _		90		
KEY:	NA - Not Applicable	N - Needs Improvement			S - Satisfactory	O - Outstanding		
QUALIT	Y AND QUANTITY OF WOR	K NA	N	S	0			
Takes pride sense of near	e in appearance of work and display atness.	S						
Works accu	ırately							
Keeps work	c up to schedule							
Can be dep	ended upon for quality work							
Uses time e	efficiently							
	WORK HABITS	NA	N	S	0			
Is regular in	n attendance							
Is punctual								
Gives adequ	uate notice when absent from work.							
Is willing w	vorker at all times							
Is personab	le in manner							
Can be relie work when	ed upon to handle other phases or needed.							
Is willing to	accept responsibility							
Is organized	d in approach to tasks							
Suggests ch	nanges to improve work							
Finds ways emergencie	and means of dealing with							
Maintains t	he confidentiality of the position.							
Maintains n	neat work area							

APPENDIX B - Continued WISHKAH VALLEY SCHOOL DISTRICT CLASSIFIED EMPLOYEE - EVALUATION FORM

EMPLOYEE:			CLASSIFICATION					
DATE:			ANNU	J AL _		90		
KEY:			eds Improvement			tisfactory	O - Outstanding	
	TECHNICAL ABILITY	NA	N	S	0			
Possesses	s related skills for position							
Has spec of the job	ific knowledge of all phases							
Operates	equipment required for the position	on						
Takes ad	vantage of training opportunities							
		\ 						
	HUMAN RELATIONS	NA	N	S	0			
Receives	constructive criticism well							
Deals confellow we	urteously and tactfully with orkers.							
Deals co	urteously and tactfully with public	;						
Deals co	urteously and tactfully with studer	nts						
				1				
LOYALTY		NA	N	S	0			
Demonst and super	rates loyalty to position rvisor.							
Demonst building,	rates loyalty to department, district.							

APPENDIX B - continued WISHKAH VALLEY SCHOOL DISTRICT CLASSIFIED EMPLOYEE - EVALUATION FORM

EMPLOYEE:	DATE:
ADDITIONAL COMMENTS:	
It is my judgment, based on the adopted criteria and employee has been the evaluation period covered in this report.	the specific performance objectives, that this (satisfactory / unsatisfactory) during
EMPLOYEE'S SIGNATURE	SUPERVISOR'S SIGNATURE
DATE	DATE

The employee and the administrator shall sign the evaluation in acknowledgment of having reviewed the evaluation. The employee may, at his option, file a written statement to accompany this evaluation.