

## MEMO

TO: MEMBERS,  
PSE OF HOQUIAM

FROM: PSE FIELD REP  
DAVE FLEMING

DATE: 8-20-13

RE: NEW 2013-2016 CONTRACT

After this memo find the tentative agreement for the new PSE contract with the Hoquiam School District. Below is a list of all of the effected Sections which were renegotiated. Your negotiation team has been very busy working on these contract changes for over six months.

A COUPLE OF HIGHLIGHTS: The Contract contains a 1% salary increase and a 9% increase in the amount of health insurance money (Max \$732 per FTE now, to \$794 per FTE). Many other issues of pay and hours of work have been resolved as well. We feel there are many important improvements to the contract.

See us for a vote on this agreement:  
August 27, 2013, HHS Little Theater, 4 PM

### PSE Negotiating Team:

Julie Gage	President	Mike Emery	Mntnce. Rep
Jan Magri	Vice President	Kerin Covall	Paraeducator Rep
Tom Landreth	Acting Secretary	Betsy McElliott	Foodservice Rep
Vicky Grun	Secretarial Rep		

### Effected Contract Sections

1.5, 3.3, 3.6, 3.7, 3.8, 3.10, 3.11, 6.1, 6.1.1, 6.3, 6.8, 7.3, 7.4, 7.5.1.1, 7.9, 7.11.2  
7.13.1, 7.14, 7.16.1, 8.2.1.4, 9.2, 9.4.1, 9.4.2, 9.6, 10.6, 10.7.2, 10.9.2, 10.9.3,  
10.12, 10.13, 12.1, 13.1.1, 17.5.1, 17.7, 18.1, 18.3, Schedule A

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**Hoquiam School District #28**

AND

**Public School Employees Of  
Hoquiam**

SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2016

Public School Employees of Washington / SEIU 1948  
PO Box 798  
Auburn, WA 98071-0798  
1.866.820.5652

# Table of Contents

	<u>Page</u>
DECLARATION OF PRINCIPLES	1
PREAMBLE	1
ARTICLE I	1
RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II	2
RIGHTS OF THE EMPLOYER	2
ARTICLE III	3
RIGHTS OF THE EMPLOYEES	3
ARTICLE IV	5
RIGHTS OF THE ASSOCIATION	5
ARTICLE V	6
APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	6
ARTICLE VI	6
ASSOCIATION REPRESENTATION	6
ARTICLE VII	7
HOURS OF WORK AND OVERTIME	7
ARTICLE VIII	11
HOLIDAYS AND VACATIONS	11
ARTICLE IX	14
LEAVES	14
ARTICLE X	18
PROBATION, SENIORITY AND LAYOFF PROCEDURES	18
ARTICLE XI	22
DISCIPLINE AND DISCHARGE OF EMPLOYEES	22
ARTICLE XII	22
INSURANCE AND RETIREMENT	22
ARTICLE XIII	23
STAFF DEVELOPMENT	23
ARTICLE XIV	24
ASSOCIATION MEMBERSHIP AND CHECKOFF	24
ARTICLE XV	25
GRIEVANCE PROCEDURE	25
ARTICLE XVI	26
TRANSFER OF PREVIOUS EXPERIENCE	26
ARTICLE XVII	27
SALARIES AND EMPLOYEE COMPENSATION	27
ARTICLE XVIII	29
TERM AND SEPARABILITY OF PROVISIONS	29
SCHEDULE A	30
SIGNATURE PAGE	31
LETTER OF AGREEMENT	32

## DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. 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 personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

## PREAMBLE

This Agreement is made and entered into between Hoquiam School District Number 28 (hereinafter "District") and Public School Employees of Hoquiam, an affiliate of Public School Employees of Washington / SEIU 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 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.

1 **Section 1.2.** Nothing contained herein shall be construed to include in the bargaining unit any person  
2 whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential  
3 relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).  
4

5 **Section 1.3.** Descriptions for all positions subject to this Agreement are attached hereto and by this  
6 reference incorporated herein. Modification of existing positions, or the creation of new positions,  
7 shall require reopening of this Agreement pursuant to Article XVIII, Section 18.3.  
8

9 Descriptions for all positions subject to the Agreement are submitted for review to PSE including  
10 revisions as openings occur.  
11

12 **Section 1.4.** The bargaining unit to which this Agreement is applicable is: All employees of the  
13 District performing work as classified employees; except the Director of Finance and Support Services,  
14 the Supervisor of Transportation, the Supervisor of Maintenance, the Administrative  
15 Assistant/Personnel, the Fiscal Officer, the Accounts Payable/Purchasing Clerk, the Payroll Clerk and  
16 the District Receptionist.  
17

18 **Section 1.4.1.** All substitute employees who have worked thirty (30) accumulative days in the  
19 current or immediately preceding school year and who continue to be available for employment as  
20 substitutes shall be included in the bargaining unit. The only sections of the Agreement which apply to  
21 bargaining unit substitutes are Section 7.2 and the hourly wage rate for the position pay level at Step 1  
22 as per Schedule A. The provisions stated in this subsection shall be the sole provisions of the  
23 Agreement applicable to bargaining unit substitutes.  
24

25 **Section 1.5.** The District will not enter into any contract that results in the subcontracting of bargaining unit  
26 work without negotiating the impact with the Association. **The district may use the Department of**  
27 **Corrections for work during breaks and vacations.**  
28  
29

## 30 **ARTICLE II**

### 31 **RIGHTS OF THE EMPLOYER**

32 **Section 2.1.** It is agreed that the customary and usual rights, powers, functions, and authority of  
33 management are vested in management officials of the District. Included in these rights in accordance  
34 with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to  
35 direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the  
36 right to suspend, discharge, demote, or take other disciplinary action against employees; and the right  
37 to release employees from duties because of lack of work or for other legitimate reasons. The District  
38 shall retain the right to maintain efficiency of the District operation by determining the methods, the  
39 means, and the personnel by which operations undertaken by the employees in the unit are to be  
40 conducted.  
41  
42  
43  
44  
45  
46  
47  
48  
49

1 **Section 2.2.** The right to make reasonable rules and regulations shall be considered acknowledged  
2 functions of the District. In making rules and regulations relating to personnel policies, procedures and  
3 practices, matters of working conditions, and exercising the rights set forth in the previous sections, the  
4 District shall give due regard and consideration to the rights of the Association and the employees and  
5 to the obligations imposed by this Agreement.  
6  
7  
8

## 9 **ARTICLE III**

### 10 **RIGHTS OF THE EMPLOYEES**

11  
12  
13 **Section 3.1.** It is agreed that all employees subject to this Agreement shall have and shall be protected  
14 in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the  
15 Association. The freedom of such employees to assist the Association shall be recognized as  
16 extending to participation in the management of the Association, including presentation of the views of  
17 the Association to the Board of Directors of the District or any other governmental body, group, or  
18 individual. The District shall take whatever action required or refrain from such action in order to  
19 assure employees that no interference, restraint, coercion, or discrimination is allowed within the  
20 District to encourage or discourage membership in any employee organization.  
21

22 **Section 3.2.** Each employee shall have the right to bring matters of personal concern to the attention  
23 of appropriate Association representatives and/or appropriate officials of the District. Protocol shall be  
24 followed, with concerns discussed first with the Building Principal/Program Director.  
25  
26

27 **Section 3.3.** Employees of the unit subject to this Agreement have the right to have Association representatives  
28 or other persons present at discussions which could result in discipline between themselves and supervisors or  
29 other representatives of the District as provided in Article XV, Grievance Procedure. **Such meetings shall be**  
30 **held behind closed doors.**  
31  
32

33 **Section 3.4.** Each employee reserves and retains the right to delegate any right or duty contained in  
34 this Agreement, exclusive of compensation for services rendered, to appropriate officials of the  
35 Association.  
36

37 **Section 3.5.** Neither the District, nor the Association, shall unlawfully discriminate against any  
38 employee subject to this Agreement on the basis of race, creed, color, sex, religion, age or marital  
39 status or because of a disability with respect to a position, the duties of which may be performed  
40 efficiently by an individual without danger to the health or safety of the disabled person or others.  
41

42 **Section 3.6.** ~~The District shall provide each new employee with a copy of this Agreement to be~~  
43 ~~furnished the District by the Association. The district shall post the Agreement on the District Website once~~  
44 ~~provided by PSE.~~  
45  
46  
47  
48  
49  
50

1  
2  
3 **Section 3.7.** The use of audio/video devices is designed to monitor student behavior. The audio/video  
4 devices may also be used by the supervisor to assist individual drivers by serving as a training aid for  
5 developing successful student management techniques. Except in cases of unlawful driver conduct or  
6 inappropriate behavior, the content of the audio/video devices shall not be used to discipline driver performance,  
7 or used to discipline any employee. Drivers shall have the right to review the recorded audio/video devices for  
8 their bus(s) after making an appointment for such purposes with the Transportation Supervisor. Drivers may  
9 request review of **videos** of days a substitute driver replaces them, **if they have reason to believe student**  
10 **misconduct has occurred and only after the supervisor has reviewed the video and found reason to allow**  
11 **the driver to view the video.** Upon request, audio/video devices will be saved **for up to 14 calendar days or**  
12 **until the driver can review them, whichever comes first.** Upon request drivers may be permitted to view the  
13 audio/video devices with the supervisor present.  
14

15 **Sections 3.8. Personnel Files** There shall be only one (1) official personnel file for each employee. Said files  
16 shall be kept in the District Superintendent's office. Each employee shall have the right upon request, and after  
17 making an appointment for that purpose, to review the contents of his/her official personnel file **in the presence**  
18 **of the Superintendent or Designee.** During the review employees shall be allowed to copy the material therein  
19 and shall be permitted to make a written inventory of material therein, and, on request, have such inventory  
20 signed and dated by a representative of the administration. Employees shall be charged a copy fee equivalent to  
21 the public copy rate.  
22

23 **Supervisors shall have the right to keep an employee working file for the current evaluation period.**  
24

25 No performance related material shall be placed in the employee's official personnel file unless said material has  
26 been shown to the employee prior to insertion and the employee has been given an opportunity to sign the  
27 material, indicating that the employee has received said material. **Upon request,** all negative performance  
28 related material, except letters of reprimand regarding sexual harassment, performance evaluations, and material  
29 regarding allegations of criminal misconduct contained in the file shall be expunged no later than **five (5)** years  
30 after its placement in the file. An employee may attach comments to any material that is part of the personnel  
31 file.  
32

33  
34 **Section 3.9. Medical Files.** Consistent with the law, the District shall maintain a medical information  
35 file for each classified employee of the District which will be kept separate from the personnel file.  
36 Said files shall be kept in the District Personnel office. Such file may contain such sensitive  
37 information as immunization history, health related cards, driving physical examination forms and  
38 emergency response information.  
39

40  
41 **Section 3.10 Evaluations.** Each employee's performance shall be evaluated annually by the employee's  
42 immediate supervisor with input from other administrators who are **familiar with** the performance of that  
43 employee. The rating system set forth in the applicable evaluation form shall be "S" for satisfactory, "N" for  
44 needs improvement and "U" for unsatisfactory. All performance evaluations reflecting an unsatisfactory level  
45 of performance in one (1) or more categories shall state the specific reasons for the unsatisfactory rating  
46 including training as deemed necessary by the District. The employee's performance in **needs improvement or**  
47 **unsatisfactory category shall be reviewed in a conference with the employee, the immediate supervisor, another**  
48 **administrator, if requested by the supervisor** and a representative of the Association, if requested by the  
49 employee. **Notes may be taken by the administrator for the purpose of documenting the conversation.**  
50 **The employee will be provided a copy of these notes.** Signing the evaluation shall indicate only that the  
51 employee has seen the evaluation and does not necessarily indicate that the employee agrees with the content of  
52 the evaluation. The immediately preceding sentence shall be stated on the applicable evaluation form. **The**

1 Evaluation form will contain a box where the employee may check Agree or Disagree, at the close of the  
2 evaluation.

3  
4 **During the 2013-2014 school year a committee will be formed for three (3) mutually agreed upon**  
5 **classifications to update and modify evaluation forms and language in Section 3.10 Evaluations. During**  
6 **the 2014-2105 school year, a committee will convene for the remaining classifications. Each committee**  
7 **will be comprised of representative members from the classifications being studied and up to an equal**  
8 **number of administrators.**

9  
10 **Section 3.11** The District agrees to provide safe and non-hazardous working conditions with the District  
11 facilities....Employees accept the responsibilities stated in WAC **296-800 Safety and Health Core Rules.**

12  
13  
14  
15  
16  
17 **Section 3.11.** The District agrees to provide safe and non-hazardous working conditions within the  
18 District facilities. Employees will not be required to re-enter a building if it has been evacuated for  
19 any reason until such time the building has been declared safe by the appropriate authorities. The  
20 employees will use all equipment required by state and federal regulations and provided by the  
21 employer. The District agrees to comply with all appropriate and applicable health and safety  
22 regulations. Employees accept the responsibilities stated in WAC **296-800 Safety and Health Core**  
23 **Rules.** ~~296-24-025 General Safety and Health Standards.~~

24  
25 **Section 3.11.1.** Any case of assault upon an employee shall promptly be reported to the  
26 employer or the employer's designated representative. The employer will render assistance to the  
27 employee in conjunction with handling of the incident by law enforcement and judicial authorities.

28  
29 **Section 3.12.** Employees who administer student catherization services shall be provided the training  
30 and right of refusal described in RCW 28A.210.280. Employees whose job description does not  
31 include CIC shall have the right of refusal as described in RCW 28A.210.280.

## 32 33 34 35 **ARTICLE IV**

### 36 **RIGHTS OF THE ASSOCIATION**

37  
38  
39 **Section 4.1.** The Association has the right and responsibility to represent the interests of all employees  
40 in the unit; to present its views to the District on matters of concern, either orally or in writing; and to  
41 enter collective negotiations with the object of reaching an agreement applicable to all employees  
42 within the bargaining unit.

43  
44 **Section 4.2.** The Association shall promptly be notified by the District of any disciplinary actions of  
45 any employee in the bargaining unit in accordance with the provisions of the Discharge and Grievance  
46 Procedure Articles contained herein. The Association is entitled to have an observer at hearings  
47 conducted by any District official or body arising out of grievance and to make known the  
48 Association's views concerning the case.



1 **Section 4.3.** The names, hire date, work assignments, addresses, and salary information of employees  
2 in the bargaining unit will be provided annually on approximately October 1st to the President of the  
3 Association. The preceding data for new employees will be provided to the President of the  
4 Association within ten (10) days of their hire date.

5  
6 **Section 4.4.** The Association reserves and retains the right to delegate any right or duty contained  
7 herein, within the scope of the statute, to appropriate officials of the Public School Employees of  
8 Washington / SEIU 1948 State Organization.

9  
10  
11  
12 **Section 4.5. Association Leave.** Upon approval of the PSE of Hoquiam Executive Board, the  
13 President of the Association and designated representatives will be provided time off without loss of  
14 pay to a maximum of ten (10) days per year to attend State or regional meetings/training, contingent on  
15 available substitute resources. Provided, however, that no more than four (4) employees shall be  
16 granted leave under this section on any given day and that the PSE of Hoquiam Association would pay  
17 for the cost of a substitute employee, if utilized. At the discretion of the District, employees may, at  
18 their option, make up the hours in lieu of utilizing a substitute employee.

## 21 22 **ARTICLE V**

### 23 24 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

25  
26 **Section 5.1.** It is agreed and understood that matters appropriate for consultation and negotiation  
27 between the District and the Association are policies, programs, and procedures relating to or affecting  
28 hours, wages, grievance procedures and general working conditions of employees in the bargaining  
29 unit subject to this Agreement.

30  
31 **Section 5.2.** It is further recognized that this Agreement does not alter the responsibility of either party  
32 to meet with the other party to advise, discuss or consult regarding matters concerning working  
33 conditions not covered by this Agreement.

## 34 35 36 37 **ARTICLE VI**

### 38 39 **ASSOCIATION REPRESENTATION**

40  
41 **Section 6.1.** The Association will designate a Conference Committee (not to exceed **11 eleven** members)  
42 consisting of trustees and officers who will meet with the Superintendent of the District and/or designated  
43 representative(s) on a mutually agreeable regular basis to discuss appropriate matters. The number of association  
44 representatives does not include the PSE Field representative

45  
46 **Section 6.1.1.** Association/District meetings will normally be held each month. **The association will**  
47 **provide agenda items to the district at least 48 hours in advance of the meeting.** The district will send a  
48 proposed agenda to the Association President in advance of the proposed meeting. In the event neither party has  
49 an agenda item, the meeting will be mutually canceled.

1  
2  
3 **Section 6.2.** The District will provide suitable space to conduct such meetings.  
4

5 **Section 6.3** When formal meetings are held between representatives of the Association and representatives of  
6 the district pursuant to section 6.1, **The responsibility of taking of the notes and distribution will be on a**  
7 **rotating basis to be determined by the Superintendent/Designee and PSE President in August.**  
8

9  
10  
11 **Section 6.4.** The Association representatives shall represent the Association and employees in meeting  
12 with officials of the District to discuss appropriate matters of mutual interest. They may receive and  
13 investigate to conclusion complaints or grievances of employees on District time and thereafter advise  
14 employees of rights and procedures outlined in this Agreement and applicable regulations or directives  
15 for resolving the grievances or complaints. They may not, however, continue to advise the employee  
16 on courses of action after the employee has indicated a desire not to pursue a grievance. This does not,  
17 however, preclude the Association's right to pursue the matter to conclusion. They may consult with  
18 the District on complaints without a grievance being made by an individual employee.  
19

20 **Section 6.5.** Association representatives, when leaving their work, shall first obtain permission from  
21 their immediate supervisor. The supervisor's permission in these instances will normally be granted.  
22 The employees will report their return to work to their supervisors.  
23

24 **Section 6.6.** Time during working hours will be allowed Association representatives for  
25 attendance at meetings with the District. Time will also be allowed for representatives to discuss with  
26 the employees grievances and appropriate matters directly related to work situations in their area or  
27 craft. Association representatives will guard against the use of excess time in the handling of such  
28 matters.  
29

30 **Section 6.7.** Visitation rights shall be granted to designated representatives of the Association to visit  
31 with employees in the bargaining unit for purposes of grievance procedures and/or general  
32 information. The visiting representative shall notify the Superintendent or official designee of arrival.  
33

34 **Section 6.8. Bulletin Boards.** The District shall provide a bulletin board space in each school for the  
35 use of the Association. The bulletins posted by the Association are the responsibility of the officials of  
36 the Association. Each bulletin shall be signed by the Association official responsible for its posting.  
37 Unsigned notices or bulletins may not be posted, **and will be removed without notice if posted** . There  
38 shall be no other distribution or posting by employees or the Association of pamphlets, advertising,  
39 political matters, notices of any kind, or literature on District property, other than herein provided.  
40

41 **Section 6.8.1.** The responsibility for the prompt removal of notices from the bulletin boards after  
42 they have served their purpose shall rest with the individual who posted such notices.  
43  
44  
45

## 46 **ARTICLE VII**

### 47 **HOURS OF WORK AND OVERTIME**

48  
49

1 **Section 7.1.** The normal workweek shall consist of five (5) consecutive days, followed by two (2)  
2 consecutive days of rest.

3  
4 **Section 7.2.** The District shall establish workdays with designated times of beginning and ending.  
5 Each workday shall include adequate time to perform assigned duties, plus paid rest periods of  
6 approximately fifteen (15) minutes for each four (4) hour workday. A workday in excess of four (4)  
7 hours per day shall include, in addition to the above, a non-paid lunch period of not less than thirty  
8 (30) minutes, to be as near the middle of the workday as possible.

9  
10  
11 **Section 7.2.1.** At the discretion of the District, full-time employee(s), on an individual basis,  
12 shall have the option to work a four (4) day workweek, ten (10) hour shift. The overtime provisions  
13 pursuant to Section 7.16.1 shall only apply to the forty (40) hour per week standard for employees  
14 impacted by this subsection when implemented.

15  
16 **Section 7.3** Each employee shall be assigned to a definite and regular workday (**start and end time**) and  
17 workweek, which shall not be changed without prior notice to the employee of ~~two (2) weeks~~ **one (1) calendar**  
18 **week**, provided, however, this notice may be waived by the employee; provided the above notice shall not apply  
19 in the event of an emergency situation. . A foreseeable or scheduled event will not constitute an emergency.  
20 **One calendar week prior to the first student day, schedules will be made available in the school office. The**  
21 **employer may not change one day shift into two different days and by this action result in a 6 day workweek.**

22  
23 **Employees working part time schedules will be able to pick up schedules at their assigned building no less**  
24 **than one week prior to the first student day. Schedules shall also be sent via district email no less than**  
25 **one week prior to the first student day.**

26  
27  
28 **Section 7.4** Employees required to work through their regular lunch periods will be given time to eat within  
29 their workday as agreed upon by the employee and the supervisor. **Food Service employees may submit a**  
30 **request to the Superintendent/Designee to waive their meal period for the term of one(1) year. This**  
31 **request will be in writing and submitted no later than two weeks prior to their first contracted day. The**  
32 **request shall normally be granted unless it conflicts with the efficient service of student meals.** In the  
33 event an employee is required to forego the lunch period and works the entire shift, including the lunch period,  
34 the employee shall be compensated for the foregone lunch period at the employee's regular rate of pay, subject  
35 to the overtime provisions of 7.16.1, if the workday exceeds eight (8) hours.

36  
37  
38 **Section 7.5.** Present employees substituting for, and requested to perform the duties regularly done by  
39 a supervisory or lead category employee within their general job classification, shall receive  
40 compensation equal to that normally received by the employee in the higher category during that  
41 temporary time, when the employee performs the duties of the supervisor, as described in the job  
42 description, that presents itself during the full shift. An employee performing the work of a lesser pay  
43 category than the employee's regular job will be paid no less than the employee's regular hourly rate of  
44 pay.

45  
46 **Section 7.5.1.** Any position that will be unfilled for more than five (5) workdays shall be made  
47 available to members on a seniority basis by building and the remaining position(s) may be filled with  
48 a substitute. In the event the employee is assigned to more than one building, he/she will choose which  
49 of his/her assigned buildings will be primary for application to this provision. He/she will notify the  
50 **Superintendent, or designee**, in writing by June 1 of each year **for approval**, which building will be  
51 his/her primary building assignment.

1  
2 **Section 7.5.1.1.** Any foodservice position that will be unfilled (and is expected to be) for (5) five or  
3 more workdays shall be made available to members on a seniority basis by building and the remaining  
4 position(s) ~~may~~ will be filled by seniority from a list of all cooks who would gain time and then the  
5 position may be filled with a substitute--  
6  
7

8 **Section 7.6.** Only employees, employed regularly as classified employees, will be used to fulfill all  
9 job assignments for which compensation is paid, within their respective classifications, unless no  
10 qualified employee of a needed classification is available.  
11

12 **Section 7.6.1.** During all events where rent is paid at the school building a custodian shall be  
13 present and paid on Schedule A.  
14

15 **Section 7.6.2.** During all events where rent is paid that require use of the kitchen equipment a  
16 Food Service worker shall be present and paid on Schedule A.  
17

18 **Section 7.7.** Special Service shall be defined as any and all work, noncontiguous with an employee's  
19 regular workday or on an employee's day of rest. Employees performing special services shall be  
20 compensated for a minimum of two (2) hours.  
21

22 **Section 7.8.** Employees will be paid their regular hourly rate for the actual time spent in staff or  
23 orientation meetings required by the District. An employee must be in attendance to receive payment,  
24 and one-half (½) hour will constitute the minimum payment for attending.  
25

26 **Section 7.9.** In the event of an unusual school closure due to inclement weather, plant inoperation, or  
27 the like, the District will make every effort to notify each employee to refrain from coming to work. A  
28 telephone tree will be established by the District at each site to include the names of each employee at  
29 the beginning of each school year. Employees reporting to work shall receive a minimum of two (2)  
30 hours pay at base rate in the event of such a closure; provided, however, no employee shall be entitled  
31 to any such compensation in the event the employee has been actually notified by the District of the  
32 closure prior to leaving home for work. A radio and/or television announcement will constitute a valid  
33 notification. In the event of school delay, classified employees are required to arrive at their work site  
34 at their regular assigned time.  
35

36 7.9-TA 8/13/13

37 **Section 7.9** In the event of an unusual school closure due to inclement weather, plant in-operation, or the like,  
38 the District will ~~make every effort to notify each employee to refrain from coming to work~~ **provide a variety of**  
39 **sources of notification, which may include radio, television and the district school closure line. It is the**  
40 **responsibility of the employee to call the school delay and closure line before leaving their home to travel**  
41 **to work.** ~~A telephone tree will be established by the District at each site to include the names of each~~  
42 ~~employee at the beginning of each school year.~~ Employees reporting to work shall receive a minimum of two  
43 (2) hours pay at base rate in the event of such a closure; provided, however, no employee shall be entitled to  
44 any such compensation in the event the employee ~~has been actually notified by the district of the closure prior to~~  
45 ~~leaving home for work~~ **failed to make every effort to determine the status of closure.** In the event of school  
46 delay, classified employees are required to arrive at their work site at their regular assigned time.  
47  
48

49 **Section 7.10.** A workday within the Transportation classification shall be established by the District in  
50 relation to bus routes and time requisite to fulfilling tasks assigned by the Supervisor of Transportation.  
51 If there are less than sixty (60) minutes layover time between assignments, an employee's workday

1 shall continue uninterrupted for such layover time, but not to exceed thirty (30) minutes paid layover  
2 time. Drivers shall receive, in addition to the above, thirty (30) minutes per workday for the purpose  
3 of bus warm-up, cleanup and safety check, etc. In the event District required bus cleanup and/or bus  
4 washing exceeds the compensated time (thirty (30) minutes per workday/2.5 hours per workweek) on a  
5 consistent basis, the driver shall submit a request for extra paid time to the transportation supervisor.  
6 Any drivers driving a mid-day route, non-contiguous with their other regularly scheduled daily  
7 route(s), shall receive an additional fifteen (15) minutes per day in addition to the time provided in the  
8 two (2) immediately preceding sentences.

9  
10  
11  
12 **Section 7.11.** All bus trips other than those required to complete regular daily scheduled bus routes,  
13 and those that cannot be taken by regular scheduled drivers (provided that such regular scheduled  
14 driver(s) shall be at the regular designated time/place), shall be defined as extra trips, and shall be paid  
15 at the driver's regular hourly rate for the duration of the trip, subject to the overtime provisions in  
16 Sections 7.13, 7.13.1, 7.13.2, 7.16, 7.16.1 and 7.16.2. In the event an extra trip is canceled and the  
17 driver misses all or a portion of their regular daily assigned route(s), the driver shall be paid for any  
18 lost driving time which would have otherwise been paid. Drivers will be required to perform assigned  
19 duties for lost driving time as described in the immediately preceding sentence. However, drivers may  
20 elect to relinquish pay for lost driving time in lieu of performing said assigned duties.

21  
22 **Section 7.11.1.** On overnight trips, drivers shall be compensated at the appropriate hourly rate  
23 for actual time, or a minimum of eight (8) hours, for each day. Meals and lodging shall be provided by  
24 the District at approved rates. Unless otherwise indicated on the extra trip posting, lodging shall be  
25 defined as a private motel or hotel room.

26  
27 7.11.2-TA (Signed 5-15-13)

28 **Section 7.11.2:** *In the event that an extra trip is cancelled and the same trip is re-scheduled in the same*  
29 *workweek, the cancelled trip returns to the driver that originally selected the trip. This does not affect the trip*  
30 *pick rotation established in Section 7.13.2. Subject to the provisions in 7.11.*

31  
32  
33 **Section 7.12.** The minimum cost of an employee's physical examination and/or X-rays required by the  
34 District will be paid by the District. The District shall have the right to select the doctor(s) to be  
35 utilized. Employees will be notified which doctor(s) is/are acceptable to the District.

36  
37 **Section 7.13.** Extra trips shall be posted for driver consideration and sign up as soon as available.  
38 Posting shall include the following information: Date of trip, time of departure and return, origin and  
39 destination, and type of activity. Any qualified driver (defined as completing ninety (90) workdays)  
40 wishing assignment to an extra trip must request placement on the extra trip roster. In the event no  
41 regularly employed driver, who has completed ninety (90) workdays is interested in working a given  
42 extra trip, the District may, on a case by case basis, assign the extra trip to a regularly employed driver  
43 who has not completed ninety (90) workdays.

44  
45 **Section 7.13.1.** Extra trips shall be assigned by the supervisor of transportation to drivers on a  
46 continuously rotating seniority roster; provided, once a driver has reached a point where regular  
47 assignments for the balance of the week will put the driver over forty (40) hours for the week, the  
48 driver's name shall be bypassed until all other eligible, available drivers are in the same position or  
49 until the start of the ensuing week.

1  
2 7.13.1- TA 8/13/13

3 Extra trips shall be assigned by the supervisor of transportation to drivers on a continuously rotating seniority  
4 roster; provided, once a driver has reached a point where regular assignments for the balance of the week will  
5 put the driver over forty (40) hours for the week the driver's name shall be bypassed until all other eligible,  
6 available drivers are in the same position or until the start of the ensuing week. When an extra trip has been  
7 assigned or selected from the trip pick sheet by the driver, using the seniority roster and the trip is canceled for  
8 reasons other than weather or event cancellation by the other school district, the driver will be paid two (2)  
9 hours of pay at his/her regular rate of pay if another trip is not available that week. ~~(example: cancellation~~  
10 ~~due to the decision by the district to use other vehicles to transport students) Once a trip has been selected by a~~  
11 ~~driver for transportation by a regular bus it may not be changed due to van transportation.~~  
12  
13  
14

15 **Section 7.13.2.** The continuously rotating roster specified in Sections 7.13 and 7.13.1 shall be  
16 utilized as follows:  
17

- 18 A. At the beginning of each instructional (defined as the period of time students are attending  
19 classes) year, all qualified drivers requesting extra trips shall be placed on a roster in seniority  
20 order. Assignments for that instructional year shall commence with the senior most driver and  
21 thereon in a continuously rotating seniority roster order, except that: existing drivers or newly  
22 qualified bus drivers may request to be placed on the extra trip roster (such placement shall be at  
23 the bottom of the existing roster, in order of request) for the balance of the instructional year,  
24 except that: the next instructional year's extra trip roster shall be developed using such driver(s)  
25 seniority date(s). Such roster shall be used for the balance of the instructional year.  
26  
27 B. At the beginning of each summer (defined as the period between the end of one instructional year  
28 and the beginning of the next instructional year) a new roster shall be developed in the same  
29 fashion as (A) above and shall be used until the beginning of the next instructional year, except  
30 that: such summer roster shall be closed to any additions one (1) week after the beginning of the  
31 summer.  
32

33 **Section 7.13.3. Van Usage.** Regarding extra trips, the District may utilize regular (non-  
34 substitute) certified or classified employees, including coaches of the District who are not members of  
35 the bargaining unit to transport small groups of not more than twenty-one (21) students to and from  
36 school activities. The terms and conditions of employment of such employees shall not be governed  
37 by this Agreement.  
38

39 **Section 7.14.** The District shall provide full-time maintenance personnel with coveralls as needed, but  
40 not to exceed two (2) changes in any one week period. The District shall provide full-time motorized  
41 vehicle maintenance personnel with coveralls as needed, but not to exceed five (5) changes in any one  
42 week period.  
43

44 7.14.4-TA (Signed 5-15-13)

45 **Section 7.14.** The District shall provide full-time maintenance personnel with coveralls as needed, but not to  
46 exceed two (2) changes in any one week period. The District shall provide full-time motorized vehicle  
47 maintenance personnel with coveralls as needed, but not to exceed five (5) changes in any one week period. The  
48 District will provide safety vests, raincoats and umbrellas on site for use by para educators required to work  
49 outside.  
50  
51

1 **Section 7.15.** Food Service employees shall receive one (1) day for preparation prior to the first day  
2 lunches are served and one (1) day for cleanup following the last day lunches are served.

3  
4 **Section 7.15.1.** All Head Cooks (all kitchens), in addition to Section 7.15 above, shall work one  
5 (1) full workday at their regular hourly rate, before school starts.

6  
7 **Section 7.15.2.** All Head Cooks shall work a minimum of one (1) hour, at their regular hourly  
8 rate, each work week in order to complete District food service bookkeeping, record keeping, menu  
9 planning, and at District required meetings.

10  
11 **Section 7.16. Overtime.** Overtime rate is defined as being one and one-half (1½) times the  
12 employee's regular hourly rate of pay.

13  
14  
15 **Section 7.16.1.** All employees working more than eight (8) hours per day or more than forty (40)  
16 hours per week shall be compensated at the overtime rate of pay. Provided that on any bus trip in  
17 excess of four (4) hours per day the employee shall be provided a non-paid lunch period of not less  
18 than thirty (30) minutes, whenever possible.

19 7.16.1-TA 8/13/13 Additional language

20  
21 Comp time will be available pursuant to District Policy 5231. Records of all overtime and comp time will be  
22 kept on the regular district timesheets.

23  
24  
25 **Section 7.16.2.** All hours worked on the sixth (6th) or seventh (7th) consecutive days shall be  
26 compensated at the overtime rate of pay. All hours worked on Sundays or holidays shall be  
27 compensated at a double-time rate of pay.

## 30 31 **ARTICLE VIII**

### 32 33 **HOLIDAYS AND VACATIONS**

34  
35 **Section 8.1. Holidays.** All employees shall receive the following paid holidays which fall within their  
36 work year:

- |    |                           |                           |
|----|---------------------------|---------------------------|
| 37 |                           |                           |
| 38 | 1. New Year's Day         | 7. Veterans' Day          |
| 39 | 2. Martin Luther King Day | 8. Thanksgiving Day       |
| 40 | 3. Presidents' Day        | 9. Day after Thanksgiving |
| 41 | 4. Memorial Day           | 10. *Day before Christmas |
| 42 | 5. Independence Day       | 11. Christmas Day         |
| 43 | 6. Labor Day              | 12. *Day after Christmas  |
| 44 |                           |                           |

45 \*Twelve (12) month employees only.

46  
47 **Section 8.1.1. Unworked Holidays.** Employees shall receive pay equal to their normal work  
48 shift at their base rate in effect at the time the holiday occurs. An employee who is on the active  
49 payroll on the holiday and has worked both the last scheduled shift preceding the holiday and the first

1 scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such  
2 unworked holiday. An exception to this requirement will occur if the employee can furnish proof  
3 satisfactory to the District that because of illness the employee was unable to work on either of such  
4 shifts, and such absence by reason of illness is covered by sick leave or the employee is on  
5 bereavement leave pursuant to Section 9.2.1. of the Agreement.

6  
7 **Section 8.1.2. Worked Holidays.** The District will not require employees to work on holidays  
8 except in case of emergency. Employees who are required to work on a holiday shall be compensated  
9 at a double-time rate of pay. The employee shall further be allowed to take one additional day of  
10 vacation with pay in lieu of the holiday as such.

11  
12 **Section 8.1.3. Holidays During Vacation Or On A Weekend.** Should a holiday occur while  
13 an annual employee is on vacation, the employee shall be allowed to take one extra day of vacation  
14 with pay in lieu of the holiday as such. Should a holiday fall on a Saturday or Sunday, Friday or  
15 Monday will be observed as a holiday.

## 16 17 18 19 20 **Section 8.2. Vacations.**

21  
22 **Section 8.2.1.** Each employee who is employed for twelve (12) months and who, by July 1, has  
23 completed one (1) year of service with the School District will have earned and shall be granted ten  
24 (10) days paid vacation, except as provided in Section 8.2.1.1 herein. Each regular employee will have  
25 earned and shall be granted one (1) additional day of paid vacation for each year of service completed  
26 thereafter by July 1, to a maximum of twenty-five (25) days paid vacation.

27  
28 **Section 8.2.1.1.** A newly hired employee, who on July 1, has not completed twelve (12)  
29 months of employment, shall earn and be granted a proportional number of days of paid vacation as  
30 those months of completed employment (eleven (11) days of work in a calendar month shall constitute  
31 a full "month") bear to twelve (12) months; such computation shall be rounded out to the nearest full  
32 day. Such employees shall earn one (1) additional day of paid vacation for each year of service  
33 completed thereafter, consistent with Section 8.2.1 above; provided that, the proportional computation  
34 herein results in six (6) or more days of paid vacation. In the event the proportional computation  
35 herein results in less than six (6) days, the employee will earn ten (10) days in the second year of  
36 employment and one (1) additional day of paid vacation for each year of service completed thereafter,  
37 consistent with Section 8.2.1 above.

38  
39 **Section 8.2.1.2.** Upon agreement of the calendar for the ensuing year the District shall  
40 submit to all twelve (12) month employees a "Vacation Request Form," covering the ensuing period of  
41 June 1 through May 31, which shall be completed and returned within ten (10) working days to the  
42 District Office.

43  
44 **Section 8.2.1.3.** For 260 day employees, vacation during the school year shall be granted  
45 as follows: custodians shall have the option of taking vacation in one (1) period of up to fifteen  
46 consecutive vacation days per year, or taken intermittently throughout the year in amounts under 15  
47 days.



1           **Section 8.2.1.4.** For custodians, grounds, electrical/HVAC and building maintenance,  
2 vacations shall not normally be granted during:

- 3
- 4           A. The ten (10) working days prior to the first student day;
- 5           B. The Monday through Friday of the first week of school;
- 6           C. The Monday through Friday immediately preceding the last week of school;
- 7           D. The Monday through Friday of the last week of school, and
- 8           E. Spring break.
- 9

10 8.2.1.4-TA 8/13/13

11 For custodians, ~~grounds, electrical/HVAC and building maintenance~~ **personnel**, vacations shall not normally be  
12 granted during: (CCL from this point forward)

13

14

15

16           **Section 8.2.2.** All other employees subject to this Agreement shall be credited with hours of  
17 vacation credit, based on hours worked during the period July 1 to June 30. Such vacation credit shall  
18 be earned, vested and used as designated in this Article. Employees denied paid vacation eligibility  
19 pursuant to the terms of the previous language of this section shall be credited with hours of paid  
20 vacation credit, consistent with this section, effective upon ratification of this Agreement.

21

22

23

24

25

26

27           **Section 8.2.3.** The vacation credit to which an employee working less than twelve (12) months  
28 per year shall be entitled shall be computed in accordance with the following table and rules:

<u>Years Of Service Completed</u>	<u>Hours Of Work To Earn One (1) Hour Vacation Credit</u>
1 or Less	25.0
More than 1	22.6
2	20.6
3	19.0
4	17.5
5	16.3
6	15.2
7	14.2
8	13.4
9	12.6
10	12.0

31

32

33

34

35

36

37

38

39

40

41

42

43

44           **Section 8.2.3.1.** In computing the total vacation credit for any period of service, part of an  
45 hour will be disregarded if less than one-half (½) hour; otherwise, it will be counted as a full hour.

46

47           **Section 8.2.3.2.** For every regular workday from which an employee is absent on sick  
48 leave, bereavement leave or emergency leave, the hours of the employee's normal workday shall be  
49 credited as if worked.

1           **Section 8.2.3.3.** All non-overtime hours for which an employee is paid will be counted as  
2 hours worked in the computation of credit. In the event such hours are not reasonably subject to  
3 forecast at the beginning of the school year, the District shall compute all non-overtime at the end of  
4 the year consistent with Article XVII, Section 17.1.

5  
6           **Section 8.2.4.** Time on layoff and time on authorized leave of absence will be counted as  
7 continuous service for the purpose of establishing and retaining eligibility dates.

8  
9           **Section 8.2.5.** Except as provided in the following section, any vacation credit currently due but  
10 unused by the new accrual date each year may be carried over for one (1) year following the accrual  
11 date with the approval of the immediate supervisor and administration. No vacation may be carried  
12 over for more than one (1) year beyond the date on which it became due; provided, however, no  
13 employee shall be denied accrued vacation benefits due to District employment needs.

14  
15           **Section 8.2.6.** Any employee who is discharged or who terminates employment shall receive  
16 payment for unused accrued vacation credit with their final paycheck.

## ARTICLE IX

### **LEAVES**

#### **Section 9.1. Sick Leave.**

17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32           **Section 9.1.1.** Each employee shall accumulate one (1) day of sick leave for each calendar  
33 month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick  
34 leave per school year. An employee who works eleven (11) working days in any calendar month will  
35 be given credit for the full calendar month. Sick leave shall be vested when earned and may be  
36 accumulated to a maximum of one hundred eighty (180) days. The District shall project the number of  
37 annual days of sick leave at the beginning of the school year according to the estimated calendar  
38 months the employee is to work during that year. These front-loaded days may not be used in advance.  
39 Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal  
40 daily work shift; provided, however, that should an employee's normal daily work shift increase or  
41 decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in  
42 accordance with the employee's normal workday at the time the sick leave is taken, and the  
43 accumulated benefits will be expended on an hourly, rather than a daily, basis.

44  
45           **Section 9.1.2.** In the event employees are absent for reasons which are covered by Industrial  
46 Insurance, the District shall offer the employee options provided by the Worker's Compensation Fund.

47  
48           **Section 9.1.3. Sick Leave Attendance Incentive Program.** In January of the year following  
49 any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each

1 January thereafter, any eligible employee may exercise an option to receive remuneration for unused  
2 leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary  
3 compensation of the employee for each four (4) full days of accrued leave for illness or injury in  
4 excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall  
5 be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's  
6 monetary compensation.

7  
8 **Section 9.1.3.1.** The VEBA III plan shall be available to employees.

9  
10 **Section 9.1.3.1.2.** The Hoquiam School District recognizes the value and importance  
11 of an employee's regular and consistent attendance. As an incentive to encourage regular attendance,  
12 the district will recognize an employee's exceptional attendance. PSE represented employees who are  
13 not absent from work for any time and for any reason other than earned vacation time, immediate  
14 family bereavement, district directed professional development activities and required jury duty shall  
15 receive a monetary award twice per year. Those who qualify will receive an additional day of pay  
16 equivalent to the average hours worked on their February paycheck (calculated in January). Those  
17 who qualify during the second half of the school year will be rewarded on their July paycheck  
18 (calculated in June).

19  
20 **Section 9.1.4.** At the time of separation from school district employment due to retirement  
21 pursuant to PERS or death, an eligible employee or the employee's estate shall receive remuneration at  
22 a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued leave  
23 for illness or injury pursuant to RCW 28A.400.210.

24  
25  
26 **Section 9.1.5. Leave Sharing.**

27  
28 A. A District employee is eligible to receive donated leave if:

- 29  
30 1. The staff member suffers from, or has a relative or household member suffering  
31 from, an extraordinary or severe illness, injury, impairment or physical or mental  
32 condition which has caused, or is likely to cause, the staff member to:  
33  
34 a. go on leave without pay status; or  
35 b. terminate his/her employment;  
36  
37 2. The staff member's absence and the use of shared leave are justified;  
38  
39 3. The staff member has depleted, or will shortly deplete, his/her annual leave and sick  
40 leave reserves;  
41  
42 4. The staff member has abided by District rules regarding sick leave use; and  
43  
44 5. The staff member has diligently pursued and been found to be ineligible to receive  
45 industrial insurance benefits.

46  
47 The Superintendent shall determine the amount of leave, if any, which a staff member may  
48 receive under this policy. However, a staff member shall not receive more leave than the number of  
49 contracted days remaining in the current school year. In the event that the condition requiring the

1 employee's absence continues beyond the current school year, the employee shall not receive a total of  
2 more than 261 days of leave.

3  
4 B. District employees may donate leave as follows:

- 5  
6 1. A staff member who has an accrued annual leave balance of more than ten (10) days  
7 may request that the Superintendent transfer a specified number of days to another  
8 staff member authorized to receive shared leave. A staff member may not request  
9 leave to be transferred that would result in an accrued annual leave balance of fewer  
10 than ten (10) days.  
11  
12 2. A staff member who does not accrue annual leave, but who has an accrued sick leave  
13 balance of more than sixty (60) days may request that the Superintendent transfer a  
14 specified amount of sick leave to another staff member authorized to receive such leave.  
15 A staff member may request to transfer no more than six (6) days of sick leave during  
16 any twelve (12) month period, and may not request a transfer that would result in an  
17 accrued sick leave balance of fewer than sixty (60) days. Transfers of sick leave are  
18 limited to transfers from staff members who do not accrue annual leave. Sick leave as  
19 defined by RCW means leaves for illness, injury and emergencies.  
20

21 The number of leave days transferred shall not exceed the amount authorized by the donating  
22 staff member.  
23

24  
25  
26 The value of leave transferred is based upon the current salary rate of the person receiving the  
27 leave. The receiving staff member will continue to be paid his or her regular rate while on shared  
28 leave. For example, if a staff member earning \$15.00 an hour donates one day of leave to someone  
29 earning \$7.50 an hour, the recipient would get two days of leave. However, if the \$7.50 an hour  
30 employee donates one day to the \$15.00 an hour employee, the higher paid employee would receive  
31 one-half day of leave.  
32

33 The value of any leave transferred under this policy which remains unused shall be returned at its  
34 original value to the staff member who donated the leave. To the extent administratively feasible, the  
35 value of unused leave which was transferred by more than one staff member shall be returned on a pro  
36 rata value basis. For example, if three people earning equal wages each donate one day to someone  
37 earning the same salary and only one of the three days is used, two-thirds of a day of leave would be  
38 returned to each donating staff member.  
39

40 **Section 9.2. Family Illness And Emergency.** Employees shall, upon request, be granted a leave of  
41 absence with pay when such absence is occasioned by the illness of any member of the employee's  
42 immediate family or due to a problem that has been suddenly precipitated or is unplanned; or where  
43 pre-planning could not relieve the necessity for the employee's absence. Such family illness and  
44 emergency leave shall be deducted from that accumulated pursuant to Section 9.1 above.  
45

46 9.2-TA 8/13/13

47 **Family Illness and Emergency.** Employees ~~may shall~~, upon request **and at the discretion of the**  
48 **Superintendent/Designee**, be granted a leave of absence with pay, **if they have a sick leave balance** when  
49 such absence is occasioned by the illness of any member of the employee's immediate family or due to a  
50 problem that has been suddenly precipitated or is unplanned; or where pre-planning could not relieve the

1 necessity for the employee's absence. Such family illness and emergency leave shall be deducted from the  
2 accumulated pursuant to Section 9.1 above. **Employees not having leave, upon approval, will take this as**  
3 **leave without pay.**  
4  
5

6 **Section 9.2.1. Bereavement Leave.** Leave for immediate (spouse, spouse family, child sibling,  
7 aunt, uncle, grandparent, great grandparent, grand children, nephews, nieces, step-family, foster family  
8 members, partner or partner's immediate family members) family bereavement with pay for a  
9 maximum of three (3) days, except for extraordinary circumstances, shall be granted upon application  
10 on forms supplied by the District. The Superintendent/designee may consider exceptions to this list.  
11 Necessary travel shall be by the most rapid method when extended time is requested. Such  
12 bereavement leave over three (3) days shall be deducted from that accumulated pursuant to Section 9.1  
13 above.  
14

15 **Section 9.3. Personal Leave.** Each employee, except substitutes, shall be granted three (3) days paid  
16 personal leave deducted from sick leave for personal, legal, business, household or family matters  
17 which require absence during school hours. Application to the principal and Superintendent of schools  
18 for personal leave shall be made at least two (2) days before taking this leave (except in the case of  
19 extreme emergency). Personal leave is non-cumulative. Personal leave may not be used for the  
20 purpose of extending vacations and holidays.  
21

22 **Section 9.3.1.** Extended personal leave may be granted at the discretion of the Superintendent or  
23 official designee in the event of extraordinary and/or compelling reasons. Extended personal leave  
24 days shall be deducted as leave without pay.  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34

#### 35 **Section 9.4. Maternity Leave.**

36  
37 **Section 9.4.1.** Any employee desiring to exercise maternity leave shall submit such a request in  
38 writing to the Superintendent of Schools not later than one (1) month prior to the beginning of such  
39 leave. The written request shall specify the following:  
40

- 41 A. Anticipated, probable date of expected birth.
- 42 B. Date on which such leave is to commence.
- 43 C. Date on which such leave is to terminate.
- 44 D. Statement regarding number of sick leave days to be applied to such leave.

45  
46 **Section 9.4.2.** The following stipulations shall govern the granting of maternity leave:  
47

- 48 A. The duration of maternity leave shall be for the period of disability.

- 1
- 2 B. Extenuating circumstances may develop that must be verified by a physician's written
- 3 statement in which case leave may be extended.
- 4
- 5 C. When granted, leave shall be without pay and fringe benefits except for that portion
- 6 covered by sick leave. Notwithstanding the immediately preceding sentence, any
- 7 employees covered under the Federal Family Leave Act shall receive insurance as required
- 8 by law.
- 9
- 10 D. All employment rights shall be maintained during such leave.

11

12 9.4.1-TA (Signed 5-15-13)

13 **Section 9.4.1.** Any employee desiring to exercise maternity leave shall submit such a request in writing to the

14 Superintendent of Schools not later than one (1) month prior to the beginning of such leave. The written request

15 shall specify the following:

- 16 A. Expected **date of birth**.
- 17 B. Date on which such leave is to commence.
- 18 C. Date on which such leave is to terminate.
- 19 D. Statement regarding number of sick leave days to be applied to such leave.
- 20

21 9.4.2-TA (Signed 5/15-13)

22 **Section 9.4.2** The following stipulations shall govern the granting of maternity leave:

- 23 A. The duration of maternity leave shall be for the period of disability, **as determined by a Doctor's note.**
- 24
- 25
- 26

27 **Section 9.5. Paternity Leave.** A male employee, upon request, shall be granted up to three (3) days

28 leave, on or about the date of the birth of his child. Such leave shall be deducted from that

29 accumulated pursuant to Section 9.1 above.

30

31 **Section 9.6. Judicial Leave.** In the event an employee is summoned to serve as a juror, or appear as a

32 witness in court, or is named as a codefendant with the District, such employee shall receive a normal

33 day's pay for each day of required presence in court; provided, however, that any compensation

34 received for such service shall be reimbursed to the District upon receipt, less travel compensation.

35 Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the

36 event that an employee is a party in a personal court action, such employee may request a leave of

37 absence.

38

39 9.6-TA 8/13/13

40 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a

41 codefendant with the District, such employee shall receive a normal day's pay for each day of required presence

42 in court; provided, however, that any compensation received for such service shall be reimbursed to the District

43 upon receipt, less travel compensation. Such repayment shall not exceed the employee's normal daily pay less

44 bona fide expenses. In the event that an employee is a part in a personal court action, such employee my request

45 a leave of absence. **All employees shall return to work once released from service with the exception of**

46 **swing shift employees. If an employee works swing shift and they are called for jury duty they receive a**

47 **full shift of leave for every day they are required to, and actually do, report for jury duty and serve**

48 **past 11 AM.**

49

50

51

52

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  
50

**Section 9.7. Leave of Absence.**

**Section 9.7.1.** Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a certain period of time from District employment for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted. If the employee's leave is for a disability and no certain date of return can be given, the employee shall give an expected date of return as soon as possible and the actual date at least two (2) weeks before the return date. Leave of absence shall not be granted for the purpose of employment outside the District.

**Section 9.7.2.** The returning employee will be assigned to the position occupied before the leave of absence. Persons hired to fill positions of employees on leave of absence shall be subject to the provisions of this Agreement; except leave replacement employees shall not be covered by Section 10.7. of the Agreement.

9.7.2-TA (Signed 5-15-13)

**Section 9.7.2** The returning employee will be assigned to **a position similar in duties and hours as the position the leave was taken from** before the leave of absence. Persons hired to fill positions of employees on leave of absence shall be subject to the provisions of this Agreement; except leave replacement employees shall not be covered by Section 10.7 of this Agreement.

**Section 9.7.3.** The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue.

**ARTICLE X**

**PROBATION, SENIORITY AND LAYOFF PROCEDURES**

**Section 10.1.** Each new hire shall remain in a probationary status for a period of not more than ninety (90) workdays following the hire date. After sixty (60) days the building administration shall have completed a probationary evaluation which shall be forwarded to the Superintendent's Office. During this probationary period the District may discharge such employee at its discretion.

**Section 10.2.** 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.

1 **Section 10.3.** The seniority of an employee within the bargaining unit shall be established as of the  
2 date on which the employee began continuous daily employment (hereinafter "hire date") unless such  
3 seniority shall be lost as hereinafter provided. Ties shall be broken by lot within thirty (30) days of  
4 employment in the presence of the PSE of Hoquiam Chapter President and the Superintendent or  
5 official designee. The outcome will be so noted on the official seniority list.  
6  
7

8 10.3-TA (Signed 5-15-13)

9 **Section 10.3** The seniority of an employee within the bargaining unit shall be established as of the date on  
10 which the employee began continuous daily employment (hereinafter "hire date" ) unless such seniority shall be  
11 lost as hereinafter provided. Ties shall be broken by **-a roll of 1 die with the highest number being placed**  
12 **first on the list,** within thirty (30) days of employment in the presence of the Association President and the  
13 Superintendent or official designee. The outcome will be so noted on the official seniority list.  
14  
15  
16  
17  
18  
19  
20  
21

22 **Section 10.4.** The seniority rights of an employee shall be lost for the following reasons:  
23

- 24 A. Resignation;
- 25 B. Discharge for justifiable cause;
- 26 C. Retirement; or
- 27 D. Change in job classification within the bargaining unit, as hereinafter provided.  
28  
29  
30  
31

32 **Section 10.5.** Seniority rights shall not be lost for the following reasons, without limitation:  
33

- 34 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 35 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the  
36 United States;
- 37 C. Time spent on other authorized leaves of absence; or
- 38 D. Time spent in layoff status as hereinafter provided.  
39  
40  
41  
42

43 **Section 10.6.** Seniority rights shall be effective within the general job classification. As used in this  
44 Agreement, general job classifications are as follows: Secretarial/Clerical, Educational Assistant,  
45 Transportation, Custodial, Food Service, Building Maintenance and Specialists.  
46

47 10.6-TA (signed 5-15-13)

48 **Section 10.6.** Seniority rights shall be effective within the general job classification. As used in this  
49 Agreement, general job classifications are as follows: Secretarial/Clerical, Educational Assistant, Technology,  
50 Transportation, Custodial, Food Service, Building Maintenance and Specialists. As Technology is a new



1 separate classification effective 9/1/2013 Technology shall retain seniority rights in the Educational Assistant  
2 category pursuant to Section 10.8 of the agreement.

3  
4 **Section 10.6.1.** Employees performing job assignments in more than one (1) general job  
5 classification shall enjoy seniority and longevity separately and concurrently in each general job  
6 classification of assignment (e.g., Food Service and Custodial duties).

7  
8 **Section 10.6.2.** Employees selected for an additional part-time position in another general job  
9 classification shall establish seniority and longevity as of the date on which the employee began  
10 continuous daily employment in the additional part-time position.

11  
12 **Section 10.6.3.** Employees selected for an additional part-time position in another general job  
13 classification shall be considered new hires in that position.

14  
15 **Section 10.6.4.** An employee that has assumed and is performing an additional job assignment  
16 (outside of general job classification) must fulfill that job in its entirety, or relinquish that additional  
17 job assignment, before accepting any other new/open position or extra trip that conflicts with the  
18 assigned workday.

19  
20  
21  
22  
23  
24  
25  
26  
27  
28 **Section 10.7.** The senior employee shall have preferential rights within a general job classification  
29 regarding vacation periods, reassignment of present jobs, layoffs, promotions and filling of new or  
30 open jobs, when ability and performance are substantially equal. If the position is not filled within the  
31 same general job classification the employee with the greater longevity shall have preferential rights  
32 when an "across classification" selection exists regarding transfers, filling of new or open jobs and  
33 promotions when ability and performance are substantially equal. If the District determines that  
34 seniority or longevity rights should not govern because a junior employee possesses ability and  
35 performance substantially greater than a senior employee or employees, the District shall set forth in  
36 writing to the employee or employees its reasons why the junior employee was selected.

37  
38 **Section 10.7.1.** Any position, which is reduced for one (1) hour per day or more for twenty (20)  
39 consecutive workdays, shall be considered a layoff in accordance with Section 10.7 of the Agreement.

40  
41 10.7.2-TA 8/13/13

42 **The District will determine annually, the positions available for all classifications. If the District**  
43 **determines there is a need to significantly modify positions and hours, the district will hold a meeting with**  
44 **the classification to determine employee positions for the following year. This process will follow the**  
45 **guidelines identified in this section.**

- 46 • **Meeting will be scheduled prior to the last student day.**
- 47 • **The district will create a list of positions available that includes hours and any specific**  
48 **responsibilities and/or training required.**
- 49 • **The position list will be made available to the PSE President and the Classification Representative for**  
50 **review.**

- 1 • Once PSE and HSD agree the position list is accurate, clear and understandable, all employees in the  
2 classification will be given notice of the meeting, the position list and the seniority list for the  
3 upcoming school year.
- 4 • At the meeting, all employees will respectfully bid, in seniority order, on remaining positions they  
5 are qualified to carry out with district level training. Administration has the right to determine an  
6 employees ability to carry out the job duties after a conversation with the employee.
- 7 • All employees in the classification must attend the scheduled meeting, unless an emergency occurs,  
8 to bid on a position for the upcoming school year.
- 9 • Employees not attending the meeting due to unforeseen events, must submit a written request to  
10 the Superintendent/Designee and PSE President with all positions in priority order (1 being first  
11 choice and the largest number being the employees last choice) 24 hours before the scheduled  
12 meeting.
- 13 • If an employee does not attend the meeting and has not provided a list of prioritized positions, the  
14 employee will be given a position as close to their current position that they are qualified for by the  
15 District at the meeting to allow for the process to be completed.

16  
17 If additional hours become available after this process and before the start of the school year, the District  
18 will determine how these hours will be distributed, by seniority depending on the individual employee's  
19 ability to accommodate the hours for the intended purpose within their current schedule. If new positions  
20 are created, they will follow the posting procedures, giving all employees the opportunity to apply for the  
21 position.

22  
23 Employees attending the annual bidding meeting will be compensated for the time their presence is  
24 required to select a position, up to 1.5 hours from funds remaining from the PSE Inservice Pool. In the  
25 event the funds are not sufficient to cover the entire submission the funds shall be allocated equally across  
26 the members until the pool is depleted.

27  
28  
29  
30 **Section 10.8.** Employees who change job classifications within the bargaining unit shall retain their  
31 hire dates in the previous classification for a period of two (2) years, notwithstanding that they have  
32 acquired a new hire date and a new classification. In the event of a layoff, the two (2) years referred to  
33 in the immediately preceding sentence shall be extended up to three (3) additional years.

34  
35 **Section 10.8.1.** Employees enjoying seniority in an additional part-time position shall retain  
36 their hire date in the additional position so long as there is no break in continuous assignment in that  
37 position in excess of two (2) years.

38  
39 **Section 10.9.** The District shall publicize within the bargaining unit for five (5) working days the  
40 availability of open positions as soon as possible after the District is apprised of the opening. A copy  
41 of the job posting shall be forwarded to the President of the Association and to the Association  
42 representative of the classification concerned. Temporary positions vacated by leave of absence and  
43 positions vacated by other District employees to fill in for those actually on leaves of absence shall not  
44 be considered open positions. All other positions vacated by transfer or otherwise shall be treated as  
45 open positions and posted in accordance with this section.

46  
47 **Section 10.9.1.** Employees hired into the temporary positions created by "internal" and  
48 "external" leaves of absence, that are not considered open positions, pursuant to Section 10.9 above,  
49 shall be subject to the following:

- 1 1. Vacated positions shall be posted (publicized within the bargaining unit) in the event the  
2 employee on leave of absence does not return to their position.
- 3
- 4 2. Employees filling vacated positions shall not be accorded "ability and performance"  
5 consideration developed during the period of time employed in the "vacated" position.
- 6
- 7 3. Employees filling vacated positions shall enjoy all contractual rights, benefits and  
8 responsibilities, except as limited by Section 10.9.1(2) herein.
- 9

10 10.9.2-TA 8/13/13

11 **Section 10.9.2** Any less than twelve (12) month position open after ~~February 1~~ **March 1** may be filled by a  
12 temporary employee. ~~and posted the following June 1 in accordance with Section 10.9 for the next school year.~~  
13 Persons hired to fill said temporary position(s) shall be subject to the provision of this Agreement; except  
14 temporary employees shall not be covered by section 10.7 of the Agreement. Furthermore, the District shall not  
15 utilize 'ability and performance' obtained during a temporary position to bypass senior employees  
16

17 10.9.3-TA (Signed 5-15-13)

18 **Section 10.9.3** The District shall offer additional duty time that becomes available to employees  
19 within the building in the same general job classification on a seniority basis, **if the time fits into the employees**  
20 **current schedule.**  
21

22

23

24

25

26

27 **Section 10.9.2.** Any less than twelve (12) month position open after February 1 may be filled by  
28 a temporary employee and posted the following June 1 in accordance with Section 10.9. for the next  
29 school year. Persons hired to fill said temporary position(s) shall be subject to the provisions of this  
30 Agreement; except temporary employees shall not be covered by Section 10.7. of the Agreement.  
31 Furthermore, the District shall not utilize "ability and performance" obtained during a temporary  
32 position to bypass senior employees.

33

34 **Section 10.9.3.** The District shall offer additional duty time that becomes available to employees  
35 within the building in the same general job classification on a seniority basis.

36

37 **Section 10.9.4. Shift Assignment For Bus Drivers.** In the event that any driver's time increases  
38 by thirty (30) minutes between school years the following shall apply. On or before October 1 of each  
39 school year the bus drivers shall attend a mandatory meeting for the purpose of assigning shifts. Five  
40 (5) workdays prior to this meeting the Supervisor of Transportation shall post all regular routes and  
41 indicate the exact route time. Regular morning and afternoon bus routes shall be bid by the drivers on  
42 a seniority basis. Special education regular mid-day routes shall be combined with the special  
43 education regular morning and afternoon routes to insure as much consistency in personnel as possible.  
44 All other regular mid-day routes shall be bid on a seniority basis separately after completion of the  
45 regular morning and afternoon route assignments. In the event daily time for any bus driver increases  
46 or decreases by thirty (30) minutes or more for more than twenty (20) consecutive workdays, shifts  
47 shall be rebid as stated in this subsection. From the start of school up to the October 1 annual rebid,  
48 shift assignments shall be carried over from the end of the previous school year.

49

1 **Section 10.10.** In the event of layoff, employees so affected are to be placed on a reemployment list  
2 maintained by the District according to layoff ranking. Such employees shall be considered along with  
3 current employees for any open positions in the classification held immediately prior to layoff. Names  
4 shall remain on the reemployment list for two (2) years.  
5

6 **Section 10.11.** Employees on layoff status shall file their addresses in writing with the personnel  
7 office of the District and shall thereafter promptly advise the District in writing of any change of  
8 address and annually, in May, of the employee's availability and continued interest in District  
9 employment.  
10

11 **Section 10.12.** An employee shall forfeit rights to reemployment as provided in Section 10.10 if the  
12 employee does not comply with the requirements of Section 10.11, or if the employee does not respond  
13 to the offer of reemployment within fifteen (15) days.  
14

15 **Section 10.13.** An employee on layoff status who rejects an offer of reemployment forfeits seniority  
16 and all other accrued benefits; provided, that such employee is offered a position substantially equal to  
17 that held prior to layoff.  
18

19 10.12- TA 8/13/13

20 **Section 10.12** An employee shall forfeit rights to reemployment as provide in Section 10.10 if the employee  
21 does not comply with the requirement of Section 10.11, or if the employee does not respond to the offer of  
22 reemployment within ~~fifteen (15)~~ **ten (10) workdays**.  
23

24 10.13-TA (signed 5-15-13)

25 **DP Section 10.13** An employee on layoff status who rejects an offer of reemployment forfeits seniority and all  
26 other accrued benefits; provided, that such employee is offered a position **reasonable to that of others on**  
27 **either side of them on the seniority list.**  
28  
29  
30  
31  
32  
33  
34  
35

## 36 **ARTICLE XI**

### 37 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

38 **Section 11.1.** The District shall have the right to discipline or discharge an employee for justifiable  
39 cause. Any disciplinary action or measure imposed upon an employee may be processed as a  
40 grievance through the grievance procedure hereinafter provided.  
41  
42  
43

44 **Section 11.2. Notification To Non-Annual Employees.** This section is intended to be applicable to  
45 those employees whose duties necessarily imply less than twelve (12) months (excluding vacations)  
46 work per year.  
47

48 **Section 11.2.1.** Should the District decide not to reemploy any non-annual employee, the  
49 employee shall be so notified in writing prior to the expiration of the school year.  
50

1 **Section 11.2.2.** Nothing contained herein shall be construed to prevent the District from  
2 discharging an employee for acts of misconduct occurring after the expiration of the school year.

3  
4 **Section 11.2.3.** Nothing contained in this section shall in any regard limit the operation of other  
5 sections of this Article.

6  
7 **Section 11.3.** Except in extraordinary cases, and as otherwise provided in this Article, the District will  
8 give employees two (2) weeks notice of intention to discharge.

9  
10 **Section 11.4.** Regarding the drug and alcohol testing policy/procedure for CDL holders, it is agreed  
11 and understood that drivers shall not be subject to discipline or discharge for the confiscation of  
12 alcohol or a controlled substance from a rider. Immediately following confiscation, a verbal  
13 notification from the affected driver will be made to the Transportation Supervisor/Official Designee.  
14 Documentation of said action shall be filed upon return from route.

## 15 16 17 18 **ARTICLE XII**

### 19 20 **INSURANCE AND RETIREMENT**

21  
22 **Section 12.1.** The District shall pay a District insurance contribution of the state funded amount per  
23 month, on an FTE basis (for District insurance contribution calculation purposes one (1) FTE shall be  
24 based and prorated on 1,440 compensated hours per year) for each employee enrolled in mutually  
25 approved medical and/or dental insurance plans. The District will also pay fifty percent (50%) towards  
26 the Health Care Authority (HCA) carve-out. Premium benefits shall be paid for twelve (12) months.  
27 In addition, the District shall pool bargaining unit unused District insurance contribution monies to  
28 supplement employee medical costs which exceed an individual employee's district insurance  
29 contribution. In the event that the insurance pool is not fully utilized for approved insurance premium  
30 costs the District and Association agree to negotiate the distribution of any such funds.

31  
32 12.1- TA 8-13-13

33 **Section 12.1.** The District shall pay a District insurance contribution of the state funded amount per month, on  
34 an FTE basis (for District insurance contribution calculation purposes one (1) FTE shall be based and prorated  
35 on 1,440 compensated hours per year) for each employee enrolled in mutually approved medical and/or dental  
36 insurance plans. For the period of the agreement the district will contribute an additional \$30 on an FTE basis  
37 for each employee. The District will also pay the full HCA being based on the employee benefit calculation  
38 required by HCA, not to exceed \$65 per employee. Premium benefits shall be paid for twelve (12) months. In  
39 addition, the District shall pool bargaining unit unused District insurance contribution monies to supplement  
40 employee medical costs which exceed an individual employee's district insurance contribution. In the event that  
41 the insurance pool is not fully utilized for approved insurance premium costs the District and Association agree  
42 to negotiate the distribution of any such funds.

43  
44  
45  
46 **Section 12.2.** The District shall provide tort liability coverage for all employees subject to this  
47 Agreement.

48  
49 **Section 12.3.** The District shall make required contributions for State Industrial Insurance on behalf of  
50 all employees subject to this Agreement.

1  
2 **Section 12.4.** In determining whether an employee subject to this Agreement is eligible for  
3 participation in the Washington State Public Employees' Retirement System, the District shall report  
4 all hours worked, whether straight time, overtime, or otherwise.  
5

6 **Section 12.5.** Beginning with the November withholding, the District shall offer a plan to each  
7 employee that would allow him/her to shelter from taxes the amount of the insurance premium that is  
8 the employee's contribution. (Section 125 plan)  
9

## 10 11 12 **ARTICLE XIII**

### 13 **STAFF DEVELOPMENT**

14  
15  
16 **Section 13.1.** Employees attending training courses or inservice required by State regulation or  
17 District policy as a condition of continued employment, or at the specific direction of the District, will  
18 be paid by the District at the employee's regular hourly rate for all time in training session, plus any  
19 fee, tuition, or transportation cost. Those hired prior to 1989 are considered grandfathered and not  
20 required to attend the training courses. Employees electing private training (First Aid/CPR) will be  
21 responsible for their own costs.  
22

23 **Section 13.1.1.** The district recognizes the benefits of offering training opportunities to its  
24 employees in order to achieve a higher level of individual competence and quality of work  
25 performance.  
26

27 Professional funds, in the amount of one hundred twenty dollars (\$120.00) per employee, will be  
28 allocated to PSE for the purpose of gaining additional training and certification relative to the  
29 employee's assignment. Unused funds, not to exceed \$1,000 will be carried over into the next school  
30 year. Use of the funds will be accessible to employees on a first come basis using a mutually designed  
31 application and sent to the Superintendent/designee's office. The pool of funds may be used to pay  
32 employee wages at his/her current rate of pay for the training hours, registration, tuition, travel  
33 expenses, approved lodging, approved meals allowance and substitute costs.  
34

35 13.1.1-TA 8/13/13

36 **Section 13.1.1.** The district recognizes the benefits of offering training opportunities to its employees in order  
37 to achieve a higher level of individual competence and quality of work performance.  
38 Professional funds, in the amount of ~~one hundred twenty dollars (\$120.00)~~ one hundred forty dollars (\$140.00)  
39 per employee, will be allocated to PSE for the purpose of gaining additional training and certification relative to  
40 the employee's assignment. Unused funds, not to exceed \$1,000 will be carried over into the next school year.  
41 Use of the funds will be accessible to employees on a first come basis using a mutually designed application and  
42 sent to the Superintendent/designee's office. The pool of funds may be used to pay employee wages at his/her  
43 current rate of pay for the training hours, registration, tuition, travel expenses, approved lodging, approved  
44 meals allowance and substitute costs.  
45  
46  
47  
48  
49  
50

1  
2  
3  
4  
5 **ARTICLE XIV**  
6

7 **ASSOCIATION MEMBERSHIP AND CHECKOFF**  
8

9 **Section 14.1.** Each employee subject to this Agreement, who, on the effective date of this Agreement,  
10 is a member of the Association in good standing shall, as a condition of employment, maintain  
11 membership in the Association in good standing during the period of this Agreement.  
12

13 **Section 14.2.** All employees subject to this Agreement who are not members of the Association on the  
14 effective date of this Agreement, and all employees subject to this Agreement who are hired at a time  
15 subsequent to the effective date of this Agreement, shall, as a condition of employment, become  
16 members in good standing of the Association. Such employee shall then maintain membership in the  
17 Association in good standing during the period of this Agreement.  
18

19 **Section 14.3.** The parties recognize that an employee should have the option of declining to  
20 participate as a member in the Association, yet contribute financially to the activities of the  
21 Association in representing such employee as a member of the collective bargaining unit. Therefore,  
22 as an alternative to, and in lieu of the membership requirements of the previous sections of this Article,  
23 an employee who declines membership in the Association may pay to the Association each month a  
24 service charge as a contribution towards the administration of this Agreement. The service charge will  
25 be equivalent to the current agency fee, as determined by the Association not later than December 1 of  
26 each instructional year. This service charge shall be collected by the Association in the same manner  
27 as monthly dues.  
28

29 **Section 14.4.** Any employee who refuses to become a member of the Association in good standing or  
30 pay the service charge in accordance with the previous sections, shall, at the option of the Association,  
31 be immediately discharged from employment by the District.  
32

33 **Section 14.5.** The District will notify the Association of all new hires within ten (10) working days of  
34 the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of  
35 this Article.  
36

37 **Section 14.6.** Nothing contained in this Agreement shall require Association membership of  
38 employees who object to such membership based on bona fide religious tenets or teachings of a church  
39 or religious body of which such employee is a member. Such employee shall pay an amount  
40 equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed  
41 upon by the employee and the Association. The employee shall furnish written proof that such  
42 payment has been made. If the employee and the Association cannot agree on such matter, it shall be  
43 resolved by the Public Employment Relations Commission pursuant to RCW 41.56.  
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

**Section 14.7. Checkoff.** Upon written authorization of any public employee within the bargaining unit, the District shall deduct from the pay of such public employee the monthly amount of dues, certified by the secretary of the Public School Employees of Washington / SEIU 1948 (PSE), or any agency fee so certified in appropriate cases, and shall transmit the same to the treasurer of PSE. The District shall also deduct an amount equal to PSE dues in the case of any employee whose claim of religious non-association has been approved by PSE or the Public Employment Relations Commission (PERC), and shall remit the amount to a non-religious charity approved by PSE or PERC. The District shall deduct local dues as established by the local PSE chapter and remit the same to the treasurer of the local PSE chapter. Local chapter dues shall not be deducted from the pay of agency fee payers or religious objectors.

**ARTICLE XV**

**GRIEVANCE PROCEDURE**

**Section 15.1.** Grievances or complaints arising between the District and its employees within the bargaining unit 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 15.1.1. Workdays Definition:** For the purposes of this article workdays will be defined as days within the work calendar of the aggrieved employee. Timelines may be extended on mutual agreement.

**Section 15.2. Grievance Steps.**

**Section 15.2.1.** Employees shall first discuss the grievance with the employee's immediate supervisor. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty (20) workdays of the occurrence giving rise to the grievance shall be invalid and subject to no further processing. At any point during the grievance procedure, the aggrieved may file a written notice to the Superintendent terminating the grievance.

**Section 15.2.2.** If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection within ten (10) workdays, the employee shall reduce to writing 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.



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

The employee shall submit the written statement of grievance to the employee's immediate supervisor for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. If the employee wishes, the employee 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 aggrieved. If an agreeable disposition has been made, the aggrieved party shall terminate the grievance in writing within ten (10) workdays.

**Section 15.2.3.** If no settlement has been reached within the ten (10) workdays referred to in the preceding subsection, a written statement of grievance shall be submitted within fifteen (15) workdays to the District Superintendent or designee. After such submission, the parties will have fifteen (15) 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 aggrieved. If an agreeable disposition has been made, the aggrieved party shall terminate the grievance in writing within ten (10) workdays.

**Section 15.2.4.** If no settlement has been reached within the fifteen (15) workdays referred to in the preceding subsection, and the Association believes the grievance to be valid, the Association may demand that the grievance be resolved by the services of the American Arbitration Association. The cost of such service shall be shared equally by the District and the Association and the decision of the arbitrator shall be final and binding on all parties.

Each party shall bear all costs of producing their own witnesses, preparation of a record or transcript of the proceedings unless such record or transcript is desired by both parties or required by the arbitrator.

The District and the Association shall be permitted to present only issues, concerns, and evidence previously presented during the earlier steps of the grievance procedure as admissible evidence at the hearing before the arbitrator.

Any decision made by the arbitrator shall be based solely on the cause or causes set forth in the grievance in accordance with the provisions of Section 15.1 and Section 15.2.2 of this Agreement and shall be established by a preponderance of the evidence at the hearing.

In addition, the arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

## ARTICLE XVI

### **TRANSFER OF PREVIOUS EXPERIENCE**

**Section 16.1.** When any employee leaves a school district within the State and commences employment with this District, the employee shall retain the same sick leave benefits and other benefits, including longevity for Schedule A placement, that the employee had in the previous position,

1 except that: seniority shall not be transferable. No vacation may be carried from another District other  
2 than longevity for advanced placement on the vacation schedule.  
3  
4  
5

6 **Section 16.1.1.** If this District has a different system for computing leave benefits, and other  
7 benefits, then the employee shall be granted the same sick leave benefits and other benefits, including  
8 longevity for Schedule A placement, as an employee in the District who has similar occupational status  
9 and total years of service, except that: seniority shall not be transferable. No vacation may be carried  
10 from another District other than longevity for advanced placement on the vacation schedule.  
11

12 **Section 16.2.** Any new hire who had just previously been employed by any institution of higher  
13 learning or in private enterprise and is hired to perform work similar to that in which previously  
14 engaged, shall be given longevity credits in the District in accordance with Sections 16.2.1 and 16.2.2  
15 herein.  
16

17 **Section 16.2.1.** The new hire shall be permitted to transfer one-half (1/2) year for each full year of  
18 prior work experience to a maximum of three (3) years longevity credit to the District.  
19

20 **Section 16.2.2.** The longevity credit so transferred shall be applicable to all benefits herein  
21 including Schedule A, except the seniority provisions.  
22  
23  
24

## 25 **ARTICLE XVII**

### 26 **SALARIES AND EMPLOYEE COMPENSATION**

27  
28  
29 **Section 17.1.** Employees shall be compensated in accordance with the provisions of this Agreement  
30 for all hours worked. Such compensation for less than full-time employees shall be in twelve (12)  
31 equal monthly payments to include all compensable items.  
32

33 **Section 17.2.** Salaries for employees subject to this Agreement, during the term of this Agreement, are  
34 contained in Schedule A, attached hereto, and by this reference incorporated herein. Should the  
35 legislature approve any educational state percentage increases directly related to COLA (*Cost of Living*  
36 *Adjustment*) and any other monies for classified salaries, those percentages and/or other monies will be  
37 applied to Schedule A.  
38

39 **Section 17.3.** Salaries contained in Schedule A shall be for the entire term of this Agreement, subject  
40 to the terms and conditions of Article XVIII, Section 18.3. Should the date of execution of this  
41 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the  
42 effective date.  
43

44 **Section 17.4.** Retroactive pay, where applicable, shall be paid on the first regular payday following  
45 execution of this Agreement if possible, and in any case not later than the second regular payday. In  
46 the case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such  
47 retroactive pay shall be paid on the first regular payday following agreement on such schedule, if  
48 possible, and in any case not later than the second regular payday.  
49

1 **Section 17.5.** Incremental steps, where applicable, shall take effect on September 1 of each year  
2 during the term of this Agreement; provided, the employee has been actively employed continuously  
3 for at least one-half (½) of the previous employment year.  
4  
5

6 Delet 17.5.1

7 ~~**Section 17.5.1. Advanced training and compensation.** PSE of Hoquiam and the Hoquiam  
8 School District agree to convene a labor management committee comprised of an equivalent number of  
9 representatives of labor and management to examine training options for employees, reviewing the  
10 practices of other school districts and the available training through accredited or recognized  
11 organizations such as the ESD's and institutions of higher learning, with the view towards arriving at a  
12 procedure for gaining approval for training consistent with the employee's assignment. The parties  
13 will reopen the agreement prior to the 2011-2012 contract year to negotiate pay for training.~~  
14

15 **Section 17.6.** Any employee who changes job positions or classifications shall receive longevity credit  
16 regarding step placement on Schedule A as follows:  
17

- 18 A. Employees reclassified, as their primary assignment, to a different job title that enjoys a  
19 higher schedule of compensation (i.e., series of incremental steps), shall be placed at the  
20 lowest step which provides a minimum of a five percent (5%) increase in the hourly rate.  
21
- 22 B. Employees reclassified, as their primary assignment, to a different job title that provides a  
23 lower schedule of compensation shall receive full longevity credit regarding step placement  
24 on Schedule A.  
25
- 26 C. Employees selected for an additional part-time position in another general job  
27 classification shall receive longevity credit regarding step placement on Schedule A  
28 consistent with their hire date in that position.  
29

30 **Section 17.7.** For purposes of calculating daily hours, time worked shall be rounded to the next  
31 one-quarter (¼) hour.  
32

33 17.7-TA (signed 5-15-13)

34 **Section 17.7** For the purposes of calculating daily hours, time worked shall be rounded to the next one-quarter  
35 (1/4) hour. **If the employee works 5 minutes into the next quarter (1/4) hour they will be expected to**  
36 **carry out duties as assigned by the supervisor for the entire 15 minutes to be compensated for this time.**  
37  
38

39 **Section 17.8.** Any employee required to travel from one site to another in a private motor vehicle  
40 during work hours shall be reimbursed for such travel on a per-mile basis established by District policy  
41 for all of its employees.  
42

43 **Section 17.9.** Employees required to remain overnight on District business shall be reimbursed for  
44 room and board expenditures.  
45

46 **Section 17.10. Vacation Work.** Vacation work is defined as work performed during times when  
47 students are not in class (holiday break, spring break, summer break) by less than full-time employees  
48 other than their regular job classification.  
49

1 Employees will submit their names to the Superintendent by March 1 for spring break, December 1 for  
2 the holiday break, and May 1 for summer break. If jobs are available, current regular employees will  
3 be given those jobs before additional people are hired.

4  
5 No fringe benefits will be paid by the District for "vacation work."

6  
7 All jobs will be paid at appropriate rate in accordance with the Agreement.

8  
9 Those regular employees seeking "vacation" work must be available and willing to work the full  
10 schedule as directed by District.

11  
12 The District will take into consideration employee's skills in filling the vacation work positions.

## 13 **ARTICLE XVIII**

### 14 **TERM AND SEPARABILITY OF PROVISIONS**

15  
16  
17 **Section 18.1.** The term of this Agreement shall be September 1, 2010 ~~13~~ to August 31, 2013~~6~~

18  
19 **Section 18.2.** All provisions of this Agreement shall be applicable to the entire term of this Agreement  
20 notwithstanding its execution date, except as provided in the following section.

21  
22 **Section 18.3.** This Agreement may be reopened and modified at any time during its term upon mutual  
23 consent of the parties in writing; provided, however, that this Agreement shall be reopened as  
24 necessary to consider the impact of any legislation enacted following the execution of this Agreement  
25 which may arguably affect the terms and conditions herein or create authority to alter personnel  
26 practices in public employment.

27  
28 **Section 18.4.** If any provision of this Agreement or the application of any such provision is held  
29 invalid, the remainder of this Agreement shall not be affected thereby.

30  
31 **Section 18.5.** Neither party shall be compelled to comply to any provision of this Agreement which  
32 conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

33  
34 **Section 18.6.** In the event either of the two (2) previous sections is determined to apply to any  
35 provision of this Agreement, such provision shall be renegotiated pursuant to Section 18.3.

### 36 37 38 39 **MOU**

40 The parties agree to the following memorandum of understanding regarding maintenance grounds  
41 staffing during the period of the 2013-2016 pse collective bargaining agreement.

42 The district agrees to hire an additional maintenance employee from March 1-November 15<sup>th</sup>, the position  
43 will be added after September 1, 2013. The parties will meet at the end of the 2013-2014 contract year to  
44 discuss the continuation of the additional staffing. The parties recognize that double levy failure and  
45 continued decline in enrollment may necessitate reduction in staffing..

46  
47  
48 :( MOU intent to hire a maintenance employee from March 1-November 15 and revisit at the end of 2013-2014. Include  
49 language about double levy failure and continued decline in enrollment)

50 Agreed to implement after September 1, 2013

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

Schedule A: TA 8/13/13

- Remove Child Development Assistants
- Move Indian Ed Coordinator Position to Assistant Rate
- 1% Schedule A Increase
- Tech pay rate change to same as office coordinator

DRAFT

**Schedule A**  
**Hoquiam School District**  
**September 1, 2010 - August 31, 2011**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>Secretarial/Clerical</u>						
Office Coordinator	\$14.90	\$15.65	\$16.37	\$17.26	\$18.08	\$18.99
Attendance Coordinator	\$13.63	\$14.36	\$15.06	\$15.67	\$16.39	\$17.10
<u>Educational Assistants</u>						
Assistants	\$11.88	\$12.41	\$12.97	\$13.60	\$14.23	\$14.90
Child Development Assts.	\$11.88	\$12.41	\$12.97	\$13.60	\$14.23	\$14.90
Librarians	\$11.88	\$12.41	\$12.97	\$13.60	\$14.23	\$14.90
Tech Lead	\$14.26	\$14.75	\$15.31	\$15.82	\$16.37	\$16.99
Tech Network	\$14.26	\$14.75	\$15.31	\$15.82	\$16.37	\$16.99
Tech SISS	\$14.26	\$14.75	\$15.31	\$15.82	\$16.37	\$16.99
Tech Assistants	\$11.33	\$11.82	\$12.30	\$12.89	\$13.44	\$14.05
Indian Coordinator	\$10.59	\$11.11	\$11.69	\$12.26	\$12.88	\$13.54
Bilingual Ed Assistant	\$14.00	\$14.42	\$14.85	\$15.26	\$15.68	\$16.10
Hearing Impaired Interpreter	\$14.00	\$14.42	\$14.85	\$15.26	\$15.68	\$16.10
<u>Transportation</u>						
Motor Vehicle Foreman	\$20.35	\$21.25	\$22.24	\$23.25	\$24.35	\$25.40
Mechanic	\$19.01	\$19.91	\$20.90	\$21.91	\$23.01	\$24.06
Office Coordinator/Dispatcher	\$16.38	\$17.07	\$17.84	\$18.70	\$19.52	\$20.44
Asst. Office Coord./Dispatcher	\$14.38	\$15.06	\$15.84	\$16.69	\$17.52	\$18.44
Driver Trainer	\$17.45	\$18.23	\$19.14	\$19.80	\$20.75	\$21.73
Bus Drivers	\$16.13	\$16.91	\$17.82	\$18.49	\$19.44	\$20.41
<u>Custodial</u>						
Head Custodian	\$14.57	\$15.34	\$16.05	\$16.86	\$17.68	\$18.57
Custodian	\$13.18	\$13.84	\$14.55	\$15.29	\$16.01	\$16.81
<u>Food Service</u>						
Head Cook: HS & MS	\$13.17	\$13.82	\$14.52	\$15.28	\$15.99	\$16.81
Head Cook: Elementary	\$12.51	\$13.11	\$13.79	\$14.48	\$15.18	\$15.96
Cook: Satellite	\$11.51	\$12.91	\$12.68	\$13.29	\$13.98	\$14.69
Cook	\$11.40	\$11.99	\$12.59	\$13.18	\$13.87	\$14.59
<u>Building Maintenance</u>						
Maintenance Specialist	\$17.22	\$18.08	\$18.99	\$19.96	\$20.94	\$21.99
Grounds/Maintenance/Utility	\$14.85	\$15.59	\$16.28	\$17.06	\$17.86	\$18.70
District Rover	\$11.92	\$12.53	\$13.16	\$13.83	\$14.48	\$15.20
<u>Specialists</u>						
Nurse	\$24.69	\$25.54	\$26.39	\$27.26	\$28.21	\$29.21
Printer	\$14.94	\$15.66	\$16.51	\$17.30	\$18.19	\$19.09

# SIGNATURE PAGE

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

PUBLIC SCHOOL EMPLOYEES  
OF HOQUIAM

HOQUIAM SCHOOL DISTRICT

BY:                   signed by                    
Sue Dixon, Chapter President

BY:                   signed by                    
Mike Parker, Superintendent

DATE:           9/8/10                                  

DATE:           9/17/10                                  

BY:                   signed by                    
Judy Morgan, School Board Member

BY:                   signed by                    
M. D. Hoki Moir, School Board Member

BY:                   signed by                    
Dave Westby, School Board Member

BY:                   signed by                    
Todd Gwinn, School Board Member

BY:                   signed by                    
Chris Eide, School Board Member

# Letter of Agreement

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF HOQUIAM AND THE HOQUIAM SCHOOL DISTRICT.

## Van Usage:

During the 2010-2011 contract year the parties agree to establish a committee of four (4) members from the district and four (4) members from PSE to study van usage. Two (2) members may be administrators and two (2) members may be bus drivers.

This Letter of Agreement shall become effective September 1, 2010, shall remain in effect until August 31, 2011, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF HOQUIAM

HOQUIAM SCHOOL DISTRICT

BY: signed by  
Sue Dixon, Chapter President

BY: signed by  
Mike Parker, Superintendent

DATE: 9/8/10

DATE: 9/17/10



**Schedule A**  
**Hoquiam School District**  
**September 1, 2013– August 31, 2014**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>Secretarial/Clerical</u>						
Office Coordinator	\$15.05	\$15.81	\$16.53	\$17.43	\$18.26	\$19.18
Data System/DO Support	\$15.05	\$15.81	\$16.53	\$17.43	\$18.26	\$19.18
Attendance Coordinator	\$13.77	\$14.50	\$15.21	\$15.83	\$16.55	\$17.27
<u>Educational Assistants</u>						
Assistants	\$12.00	\$12.53	\$13.10	\$13.74	\$14.37	\$15.05
Librarians	\$12.00	\$12.53	\$13.10	\$13.74	\$14.37	\$15.05
Technology Lead	\$14.40	\$14.90	\$15.46	\$15.98	\$16.53	\$19.18
Tech Network	\$14.40	\$14.90	\$15.46	\$15.98	\$16.53	\$19.18
Tech Assistants	\$11.44	\$11.94	\$12.42	\$13.02	\$13.57	\$14.19
Indian Coordinator	\$12.00	\$12.53	\$13.10	\$13.74	\$14.37	\$15.05
Bilingual Ed Assistant	\$14.14	\$14.56	\$15.00	\$15.41	\$15.84	\$16.26
Hearing Impaired Interpreter	\$14.14	\$14.56	\$15.00	\$15.41	\$15.84	\$16.26
<u>Transportation</u>						
Motor Vehicle Foreman	\$20.55	\$21.46	\$22.46	\$23.48	\$24.59	\$25.65
Mechanic	\$19.20	\$20.11	\$21.11	\$22.13	\$23.24	\$24.30
Office Coordinator/Dispatcher	\$16.54	\$17.24	\$18.02	\$18.89	\$19.72	\$20.64
Asst. Office Coord./Dispatcher	\$14.52	\$15.21	\$16.00	\$16.86	\$17.70	\$18.62
Driver Trainer	\$17.62	\$18.41	\$19.33	\$20.00	\$20.96	\$21.95
Bus Drivers	\$16.29	\$17.08	\$18.00	\$18.67	\$19.63	\$20.61
<u>Custodial</u>						
Head Custodian	\$14.72	\$15.49	\$16.21	\$17.03	\$17.86	\$18.76
Custodian	\$13.31	\$13.98	\$14.70	\$15.44	\$16.17	\$16.98
<u>Food Service</u>						
Head Cook: HS & MS	\$13.30	\$13.96	\$14.67	\$15.43	\$16.15	\$16.98
Head Cook: Elementary	\$12.64	\$13.24	\$13.93	\$14.62	\$15.33	\$16.12
Cook: Satellite	\$11.63	\$13.04	\$12.81	\$13.42	\$14.12	\$14.84
Cook	\$11.51	\$12.11	\$12.72	\$13.31	\$14.01	\$14.74
<u>Building Maintenance</u>						
Maintenance Specialist	\$17.39	\$18.26	\$19.18	\$20.16	\$21.15	\$22.21
Grounds/Maintenance/Utility	\$15.00	\$15.75	\$16.44	\$17.23	\$18.04	\$18.89
District Rover	\$12.04	\$12.66	\$13.29	\$13.97	\$14.62	\$15.35
<u>Specialists</u>						
Nurse	\$24.94	\$25.80	\$26.65	\$27.53	\$28.49	\$29.50
Printer	\$15.09	\$15.82	\$16.68	\$17.47	\$18.37	\$19.28

# Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF HOQUIAM AND THE HOQUIAM SCHOOL DISTRICT.

The parties agree to the following understanding regarding maintenance grounds staffing during the period of the 2013-2016 PSE collective bargaining agreement. The district agrees to hire an additional maintenance employee from March 1-November 15<sup>th</sup>, the position will be added after September 1, 2013. The parties will meet at the end of the 2013-2014 contract year to discuss the continuation of the additional staffing. The parties recognize that double levy failure and continued decline in enrollment may necessitate reduction in staffing.

This Memorandum of Understanding shall become effective upon signature of both parties; shall remain in effect until August 31, 2016; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF HOQUIAM

HOQUIAM SCHOOL DISTRICT

BY: \_\_\_\_\_  
\_\_\_\_\_, Chapter President

BY: \_\_\_\_\_  
\_\_\_\_\_, Superintendent

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_