

**Collective Bargaining Agreement
Between
Oak Harbor School District
And
Public School Employees Of Oak Harbor School District**

September 1, 2007 - August 31, 2011

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Preamble

It is the intent of the parties to promote effective employee-management relations in accordance with the Public Employee Collective Bargaining Act. This Agreement is made and entered into between Oak Harbor School District (hereinafter "District") and Public School Employees of Oak Harbor, an affiliate of Public School Employees of Washington (hereinafter "Association").

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 as described in Section 1.3 with exceptions as noted in Section 1.2.

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

Section 1.3. The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications:

- Accounting Assistants
- Instructional Assistants
- Custodial
- Food Service
- Grounds
- Information Services
- Maintenance
- Professional Technical
- Secretarial
- Clerical
- Mechanics
- Security
- Transportation and
- Warehouse.

The parties agree that the following classified positions are excluded from the bargaining unit:

- Business Director and
- Assistant to the Business Director
- Maintenance Director
- Operations Director
- Transportation Director and
- Assistant Transportation Director
- NJROTC employees
- Executive Assistant
- Food Service Supervisor
- Community Relations Officer
- Custodial Supervisor
- Dean of Students
- Director of Information Services
- Secretaries to the Assistant Superintendent, the Superintendent, and the Executive Director of Human Resources.

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

Section 1.4. The District agrees to provide job descriptions for all positions covered by this Agreement to the President of the local chapter. Job descriptions that are changed by the District which reflect substantial changes impacting the hours, wages, and working conditions of the employee and new job descriptions that are created by the District covering employees under the scope of this Agreement will be made available to the President of the local Chapter in advance of the implementation, if possible. Modification of existing job descriptions, creation of new job descriptions, and creation of new positions shall result in salary negotiations for those modified or new positions, at the discretion of either the District or the Association. If the Association believes that there is a substantial change in the status of a position, and the Association communicates this belief to the District, in writing, the District will review the position and job description, and will either modify the job description or communicate, in writing, to the Association its reason for not modifying the job description. Beginning with the 2008-09 school year, the District will update job descriptions over a three-year period by conducting updates of roughly one-third (1/3) of total job descriptions each year. Input from each craft will be solicited. The updating will not, in and of itself, provide the basis for triggering an obligation to negotiate over wages.

Section 1.5. Definition of Positions. A. A Regular Position is an ongoing, year-to-year position that is covered by all of the provisions of this Agreement. The parties understand that certain positions are funded by grants and, if the position is eliminated due to the withdrawal of funding, affected employees will be in an unassigned status until such time as they bid on and are awarded an open position. B. A Temporary Position is a new position created by the District with the actual intent that the position will only last for a period during the school year for which it is created. An employee working in a temporary position is not considered a substitute employee and is covered by all of the provisions of this Agreement. However, temporary positions, unlike regular positions, terminate at the end of each school year and the employee will be in a layoff status until such time as they bid on and are awarded an open position. Temporary Positions expected to last forty-five (45) or more days shall be posted. C. A Substitute Employee is one who fills in for another employee. 1. Substitute employees who work for less than twenty (20) consecutive or thirty (30) intermittent work days in a school year period are not covered by this Agreement. 2. Substitute employees who work either twenty (20) or more consecutive or thirty (30) or more intermittent work days in a school year period are included in the bargaining unit

limited to Step 1 of Schedule A and accumulation of one (1) hour of illness, injury and emergency leave for each twenty-five (25) hours worked and may be utilized for illness, injury and emergencies that prevent the individual from completing a job assignment lasting four (4) or more days. These are the sole rights accruing to such employees. D. Substitute employees hired to fill positions on Board-approved leaves of absences will be hired for the duration of such leave, during which time they shall be subject to the probationary status of not more than sixty (60) working days and all of the provisions of this Agreement except Article IX.

Article II Rights Of Employer

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

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

Article III Rights Of Employees

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

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

Section 3.3. The District shall provide each classified staff member with an annual written evaluation. This evaluation shall be completed prior to June 1st. A conference between the supervisor and the employee will conclude with a written evaluation. A copy of the evaluation must be given to the employee within five (5) working days of the evaluation conference. An overall performance that is rated as unsatisfactory and therefore requiring improvement must be followed by a written performance improvement plan in the area(s) noted. The development and implementation of this plan will be a collaboration of the supervisor and the employee. If no agreement is reached between the employee and the supervisor regarding the specific content of the plan, the supervisor will implement the plan without the employee's agreement.

Section 3.4. Employees will be given a copy of all material added to the central office personnel file at the time such material is added to the file. Each employee will have the right, upon request to the Personnel Office, to schedule an appointment to review the contents of his or her personnel file. An employee may obtain copies of the documents made available under this Section. To the extent permitted by law, no record, file or document pertaining to an employee will be made available to any unauthorized person for photocopy or inspection. Employees shall have the right to respond in writing to all additions in the personnel file. Such employee responses shall be made a part of the file. No duplicate, alternate, or other personnel file shall be kept anywhere in the District except that supervisors may keep working personnel files in their respective offices. Both files are subject to the provisions of this Section. The content of the working files will be reviewed annually by the supervisor and the employee upon request of the employee.

Section 3.5. Written disciplinary actions shall be removed from an employee's file, at the employee's request, two (2) years after inclusion, provided that no subsequent discipline for a like offense has been imposed during the intervening period. Derogatory materials not shown to the employee prior to or at the time of inclusion in the employee's personnel file may not be used as evidence in any grievance or disciplinary action against such employee.

Section 3.6. Employees will not be required to work under unsafe or hazardous conditions or to perform tasks which unreasonably endanger their health, safety and well-being.

Article IV Rights Of The Association

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

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

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

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

Article V Association Representation

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

Section 5.1.1. The PSE President(s) will be involved in the development of the student school calendar consistent with the collective bargaining agreement between the District and OHEA. PSE President(s) will be included in e-mails and/or meetings regarding the development or establishment of the school calendar.

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

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

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

Section 5.5. The District shall grant a total of fifteen (15) paid leaves to the Association for meetings, conferences, negotiations or Association business. Each leave shall be equal to one (1) regular work shift of the affected employee. The Association agrees to reimburse the District for the cost of substitutes required for such release time. Additional Association leave may be granted by the Superintendent. Requests for Association Leave shall be submitted in writing at least one (1) business day before the leave is to take effect. The reason for the leave is to be clearly stated. No more than two (2) employees per single classification or four (4) employees district-wide may utilize such leave on any given day.

Article VI Hours Of Work And Overtime

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

Section 6.2. The first shift shall consist of

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

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

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

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

Section 6.4. The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest; except as provided in Section 6.11 of this Article.

Section 6.4.1. The District shall provide to all less-than-twelve-month staff the number and dates of expected work days and hours per day by September 1. The District reserves the right to assign additional hours or days when unanticipated needs arise.

Section 6.4.2. The District shall provide, no later than October 1, a copy to each classified employee of a salary calculation which contains the number of hours the employee will be working for the school year, the rate of pay, hours of vacation time available, list of holiday hours, pay level and step, and expected gross income for each month. If unanticipated workload problems arise, the District may delay the Classified Salary Calculation Sheet to November 1.

Section 6.5. Each employee shall be assigned to a definite and regular shift and workweek which can be changed by five (5) working days notice to the employee by the District except this notice may be waived by the employee. Emergencies, as determined by the District, shall be an exception to this procedure.

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

Section 6.7. Employees requested to work an assignment regularly filled by a higher paid position shall receive compensation for the work performed in the higher paid position at the step level of the employee who is requested to make the change. The adjusted compensation will commence beginning with the fourth consecutive day of the assignment, and shall be retroactive to and including the first day. In the event that the assignment terminates before the commencement of the fourth consecutive day, the rate of pay shall remain at the lower position and step level of the employee who was requested to make the change.

Section 6.7.1. Employees who work in a higher paid position for eight (8) accumulative days during any one (1) year shall receive the higher compensation retroactive to and including the first day of such work.

Section 6.8. In the event of an unusual school closure due to inclement weather or plant inoperation, or other reasons, the District will notify employees by local radio with regard to school operations.

Twelve month employees are expected to work as scheduled.

School year employees are expected to work when schools are operating.

Employees who could not be notified and who report to work shall receive a minimum of two (2) hours pay at the base rate in the event of such a closure; provided, however, no employee shall be entitled to such compensation in the event of actual or constructive notification by the District of the closure prior to leaving home for work.

Employees will, in the event of inclement weather or other known possibility of school

closure, listen to local radio stations and/or call 279-5060 in an effort to determine whether or not school will be held.

A. The following options shall be made available to affected employees not required to work during

suspended operation/road restrictions:

1. Annual leave (vacation), personal leave, emergency leave;
2. Leave without pay; or
3. Reasonable opportunity to make up work time lost as a result of suspended operation/road restrictions.

Section 6.9. Callback Procedures. Employees called back on a regular workday, or called on the sixth (6th) or seventh (7th) consecutive work day, shall receive no less than two (2) hours pay at the appropriate rate.

Section 6.10. Overtime. Overtime assignments shall be distributed in accordance with the seniority provisions, except in emergency situations as determined by the District. In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally, employees designated to work overtime on days outside their regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences.

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

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

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

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

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

Section 6.10.6. In the event the District has occasional additional work available to members of the bargaining unit, the District, in its sole discretion, shall offer such work to

members of the bargaining unit. A sign up list shall be made available to members of the bargaining unit. The parties agree that the District's decision to either offer, or to not offer, occasional additional work to members of the bargaining unit will not be subject to the grievance procedures.

Section 6.11. 4-Day/10-Hour Day Workweek. While the students are away from school during the summer, the workweek and shift of each employee in the Maintenance and Grounds classification(s) shall consist of

four (4) consecutive days of ten and one-half (10½) hours a day, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and

also including

a twenty (20) minute first half and

a twenty (20) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

EXCEPTION: Unless otherwise agreed to by a Maintenance or Grounds classification employee(s) and the employees' supervisor.

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

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

Article VII Holidays And Vacations

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

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

Holiday 5 and 10 only apply to full-time employees.

Holiday 6 does not apply to school year (180-day) employees.

School year employees shall receive pay for an additional one-half (1/2) holiday.

*As determined by the Executive Director of Human Resources in consultation with the Chapter President(s).

Section 7.1.1. Unworked Holidays. Eligible employees shall receive pay equal to their normal work shift (up to eight (8) hours) at their base rate in effect at the time the holiday occurs. Employees who have worked or been on paid status their last scheduled shift preceding, and the first scheduled shift succeeding, the holiday shall receive holiday pay. Employees on the four-day, 10-hour-day workweek when a holiday occurs shall work thirty-two (32) hours in the three (3) workdays left in the week in a mutually agreeable arrangement.

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

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

Section 7.2. Vacations. All employees subject to this Agreement shall be credited with hours of vacation credit, based on regular hours worked from September 1 to August 31. Such vacation credit shall be earned, vested, and used as designated in this Article.

Section 7.2.1. Employees of the bargaining unit shall receive the following paid vacation:

A. Less than full-time employees (employees regularly scheduled to work less than twelve (12) months per year):

Years of Service	Vacation Credit Computation*		
-----	-----	-----	-----
1-5	1 hour for each	24.0	regularly scheduled hours
6	1 hour for each	21.8	regularly scheduled hours
7	1 hour for each	20.0	regularly scheduled hours
8	1 hour for each	18.4	regularly scheduled hours
9	1 hour for each	17.1	regularly scheduled hours
10	1 hour for each	16.0	regularly scheduled hours
11	1 hour for each	15.0	regularly scheduled hours
12	1 hour for each	14.1	regularly scheduled hours
13	1 hour for each	13.3	regularly scheduled hours
14	1 hour for each	12.6	regularly scheduled hours
15+	1 hour for each	12.0	regularly scheduled hours

B. Full-time employees (employees regularly scheduled to work twelve (12) months per year):

Years of Service With District	Vacation Days Annually	Vacation Days Monthly
-----	-----	-----
1-5	10	0.833
6	11	0.917
7	12	1.0
8	13	1.083
9	14	1.167
10	15	1.25
11	16	1.333
12	17	1.417
13	18	1.5
14	19	1.583
15+	20	1.667

Section 7.2.2. Less than full-time employees will not be allowed to utilize earned vacation days. Instead, these days will be converted to the employee's regular daily rate of pay and added to each affected employee's monthly paycheck. Full-time employees become eligible to use vacation credit as paid release time. Requested vacation time by full-time employees will be honored if the requested days do not disrupt the normal operation of the District, as determined by the District.

Full-time employees will utilize all earned vacation days by August 31; provided that employees may elect to carry over up to five (5) days of vacation from one year to the next. Such carryover shall be for a maximum of one (1) year.

In addition, employees may cash out up to two (2) days of unused vacation at the end of the year.

Notwithstanding the foregoing, if the District denies an employee's use of earned vacation days, they may be carried over. Additionally, the District will consider, on a case-by-case basis, the carryover of additional vacation days from one year to the next.

Upon separation from service by reasons of resignation, layoff, dismissal, retirement or death, employees are entitled to a lump sum payment of unused vacation; provided, however, that no employee who is a participant in PERS Plan I may receive cash out under any circumstances of more than two-hundred-forty (240) hours of vacation in circumstances that could result in a finding of "excess compensation" on the part of the State of Washington's Department of Retirement Systems.

Section 7.2.3. Time on layoff (to a maximum of two (2) years) and time on authorized leave of absence will be counted as continuous service for the purpose of retaining vacation eligibility dates.

Article VIII Leaves

Section 8.1. Illness, Injury, And Emergency Leave. Illness, injury, and emergency leave shall be granted to each employee at the rate of one (1) day per calendar month worked, minimum of ten (10) days for employees whose jobs extend throughout the 180-day school year, to be accumulated up to the legal maximum. The District shall project the number of annual days of illness, injury, and emergency leave at the beginning of the school year according to the estimated calendar months the employee is to work during the year.

The employee shall be entitled to the projected number of days' illness, injury, and emergency leave at the beginning of the school year.

However, if the employee's employment with the District terminates, and the employee has used more illness, injury, and emergency leave than the employee has earned at the time of termination, the District will be entitled to payment from the employee in an amount equal to the unearned illness, injury, and emergency leave used by the employee.

Illness, injury, and emergency leave shall be expended and recorded on an hourly basis for purposes of accounting.

Emergency leave is provided to cover absences from work to deal with situations which are suddenly precipitated and for which preplanning cannot relieve the necessity of the absence. Such situations must be of major importance and not be a mere convenience.

Serious illnesses of immediate family members qualify as appropriate use of emergency leave in accordance with RCW 49.12.270 and WAC 296-130-030.

Notwithstanding the foregoing, for purposes of eligibility for Emergency Leave, immediate family shall include

spouse

children

parents (or anyone having the position of child or parent)

sisters

brothers

parent-in-law

grandparents

grandchildren.

Section 8.1.1. The leave and attendance incentive provisions of RCW 28A.400.210, as currently in effect, and rules and regulations pursuant thereto, are by this reference incorporated herein.

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

Section 8.2. Bereavement Leave. Each employee shall be entitled to a maximum of three (3) days leave with pay, per occurrence, for absence caused by death.

Such bereavement will not be deducted from illness, injury, and emergency leave.

If extended travel is involved, the employee must use personal leave or emergency leave if personal leave is unavailable, but only if authorized in advance by the District after bereavement leave is exhausted.

Under the bereavement leave provision, the following are included:

Spouse

children

parents (or anyone having the position of child or parent)

foster child

sisters

brothers

mother-in-law

father-in-law

son-in-law or daughter-in-law

grandparents

grandchildren

for attending a funeral for an immediate family member or a close personal friend.

Section 8.3. Personal Leave. Two (2) days personal leave, with pay, shall be granted each year.

Employees may carry over up to two (2) personal leave days not to exceed a total of four (4) personal leave days in any one (1) year.

Application for personal leave shall be processed forty-eight (48) hours in advance (unless personal leave is being utilized in conjunction with either bereavement, maternity or paternity leave) using the Classified Attendance Leave Request Form.

Personal leave may not be used during the first and last two (2) workdays of the student school year.

On any given day, the District may exercise the option to limit personal leave to five percent (5%) of the represented employee work force, except for the months of April, May and June, when the District may limit personal leave to no more than two (2) employees per work site.

No more than two (2) consecutive personal leave days may be taken at any one time.

Less-than-twelve-month employees may take no more than one (1) personal leave day connected to Christmas and spring break holidays.

Section 8.4. Paternity/Adoption Leave. An employee, upon request, will be granted up to three (3) days paid leave, on or about the date of birth of his child, or adoption of his or her child. Such leave shall be deducted from Personal Leave, though if Personal Leave is

exhausted, the employee shall be allowed to use emergency leave. If additional days are needed for such leave, the employee shall utilize the Leave of Absence procedures.

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

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

Section 8.7. Leave Of Absence.

Section 8.7.1. 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 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 by the Board of Directors.

Section 8.7.1.1. Maternity Leave. A. Temporary disability leave will be granted for pregnancy. An employee requesting maternity leave shall give written notice to the District as far in advance as possible and at least thirty (30) days prior to commencement of the leave. The request for leave should include: i) anticipated date of birth, ii) estimated date leave is to begin; and iii) estimated date of return from leave. B. The employee may continue to work until, in the judgment of the employee's physician, her work or her health are in any way impaired by her condition. C. Illness, Injury and Emergency leave shall be granted, if the employee is eligible for such, for the time the employee's physician certifies that the employee is unable to perform her normal duties as an employee because of her health or disability. D. Employees may use maternity leave in conjunction with an unpaid leave of absence as provided in Section 8.7.1.

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

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

vacated position shall be filled by a substitute employee.

Section 8.7.3. The employee will retain accrued illness, injury, and emergency 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.

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

Section 8.8. The District shall grant leave to an employee who has been elected to governmental office. Such leave shall be for a minimum of forty-five (45) consecutive days and a maximum of the elected term of office. The employee shall retain seniority while on leave and upon return, will be placed in the same or similar position for leaves of more than one year. This leave may be extended or modified at the discretion of the superintendent/designee.

Section 8.9. Health Care Professional's Verification. An employee may be required to provide written verification from a health care professional for illness/injury related absences of five (5) days or more. An employee absent from work on an extended absence for illness or injury shall also present a physician's written certification that he/she is fit to return to work.

Article IX Probation, Seniority And Layoff Procedures

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

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

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

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

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

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

- A. Time lost by reasons of industrial accident, industrial illness, or judicial leave.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States,
- C. Time spent on other authorized leaves, or
- D. Time spent as an unassigned employee.

Section 9.5. Seniority rights shall be effective within the general job classification if the ability and qualifications are equal as determined by the District, as provided in Section 9.6 herein. General job classifications are as set forth in Article I, Section 1.3.

Section 9.6. The employee with the earliest hire date shall have absolute preferential rights regarding shift selection, vacation, and overtime. The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new or open jobs or positions, within job classifications, and layoff when ability and performance are substantially equal to junior employees or outside candidates. If the District determines that seniority rights should not govern because a junior employee or an outside candidate possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or the employees and the Association's grievance committee chairperson, its reasons why the senior employee or employees have been bypassed.

Section 9.6.1. Increases of two (2) hours or more to job assignments shall be considered new positions, and shall be posted in accordance with the terms of this Agreement. The District shall not use this provision for the purpose of evading posting requirements.

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

Section 9.8. The District shall publicize within the bargaining unit for five (5) school district business days positions as soon as possible after the District is apprised of the opening, except for emergencies. (This procedure does not apply to new or open transportation routes, the posting of which are governed by Section 18.10). The Association President/Designee shall receive copies of all open positions that occur during the summer. When a substitute or substitutes have been assigned to an open position for more than twenty (20) workdays, the vacant position will be posted and filled within an additional twenty (20) workdays unless the District determines that none of the In-District applicants are qualified and reposts the position.

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

Section 9.10. Employees on layoff status shall file their addresses in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address.

Section 9.11. An employee shall forfeit rights to reemployment as provided in Section 9.9 if the employee does not comply with the requirements of Section 9.10, or if the employee does not respond to the offer of reemployment within seven (7) days of receipt of offer.

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

Article X Discipline And Discharge Of Employees

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

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

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

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

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

Section 10.3. Except in extraordinary cases, the District will give employees two (2) weeks written notice of intention to discharge or layoff employees, and employees will give the

District two (2) weeks written notice of intent to resign. Employees who do not give such notice will forfeit any accrued vacation pay.

Article XI Insurance

Section 11.1. Entitlement. Regular employees enrolled in any mutually approved insurance plan or plans, shall receive a prorated District benefit contribution, based on the employee's FTE status of the sum equal to the amount funded by the State for insurance benefit purposes plus ten dollars (\$10.00) per 1,440 FTE hours of compensation per year.

The District shall pay the maximum premium amount specified in this Section for mutually approved basic insurance programs which may include:

medical,
dental,
vision,
group term life, and
group long-term disability insurance coverage.

Optional programs shall include

VEBA I,
Cancer Insurance,
Accident Insurance,
Salary Insurance, or
Supplemental Group Life Insurance.

Additionally the parties understand the first deduction will be for the dental and vision plans with the remainder applied to medical.

Section 11.1.1. All bargaining unit insurance dollars shall be pooled for the purpose of paying the cost of premiums of basic insurance coverage for each bargaining unit member. Only after members of the bargaining unit have received the benefit of basic insurance coverage, shall pool dollars be used for optional coverage. Only employees who work a minimum of three and one-half (3.5) hours per day or more shall qualify for pooling benefits.

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

Section 11.1.3. Insurance Pooling. The FTE count for pool generation and pool distribution is closed with the submission of the S-275 Report. All employees subject to this Agreement who are hired after the submission of the S-275 report date of each year shall be entitled to the amount defined in Section 11.1. per FTE based upon 1440 hours of work, and not

participate in the insurance premium pool. Further, except for the addition of new dependents, enrollments for dependents close on the cutoff date for October payroll each year.

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

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

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

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

Section 11.6. The District and the Association will jointly make decisions affecting fringe benefits. These decisions shall be made by a permanent Health Insurance Benefits Committee comprised of two (2) representatives of the PSE, two (2) representatives of the OHEA, one(1) representative of the OHBAA and two (2) administrative designees.

Article XII Vocational Training

Section 12.1. The District shall establish a training fund in the amount of five-thousand dollars (\$5,000.00) yearly, beginning in the 2008-09 school year, for the purpose of providing in-service training programs that are designed to improve the job skills and safety of the bargaining unit; provided however, there shall be no roll-over of unspent funds. A variety of training opportunities will be developed and offered.

If the District requires attendance of the employee, regular salary rates will be paid for attendance. If attendance is voluntary, the employee may utilize this fund for the payment of tuition, travel expenses, maintenance expenses and materials required for such attendance. Unsuccessful completion of classes or workshops will result in reimbursement to the District by said employee.

Such application must be approved by the employee's supervisor, the PSE Chapter President

(s) and final approval will be granted by the Superintendent or his/her designee.

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

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

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

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

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

Section 12.2.4. Employees attending training courses required by the District, including first aid, CPR, and other health related training courses, District safety meetings, District scheduled department meetings, maintenance and custodial workshops shall be compensated at their appropriate time rate. Fees, tuition, and mileage reimbursement for courses not held in an Oak Harbor School facility shall be paid by the District. (Mileage reimbursement for the distance from the employee's work site to the site of the training course and return to the work site only). Employees required by Federal or State regulation or by the District, as a condition of initial employment, to become certified or examined or re-certified or re-examined in any fashion shall not be eligible for such benefits, but will be expected to complete any such courses or training at their own expense. For all training courses funded by the District, the District reserves the right to direct the scope, location, and/or facilities to be utilized pursuant to this section.

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

Article XIII Association Membership And Checkoff

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

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

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

Section 13.4. Association Membership and Check-off . Any employee who refuses to become a member of the Association or pay the service charge in accordance with the previous sections will be subject to termination upon written request from the Association. Upon notice of impending termination hereunder, an employee may avert termination by submitting written authorization for payroll checkoff as provided for in Section 13.7 below, prior to action by the District's board.

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

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

Section 13.7. Checkoff. The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

Section 13.8. Indemnification. The Association will indemnify, defend, and hold harmless the District against any claim made in any suit instituted or judgment rendered against the

District resulting from any deduction of Association dues, unless it is shown that the District is responsible for the dues deduction error. Further, the Association will only be liable for the amount of the District's actual out of pocket loss. The Association agrees to refund to the District any amounts paid to the Association in error because of the dues deduction provision. In the event of any suits against the District relatives to dues deductions, the District shall select its attorneys.

Article XIV Grievance Procedure

Section 14.1. Purpose. The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.

Section 14.1.1. Definitions.

- A. Grievant: A grievant is an employee, or in the case of the Union's contractual rights, the union.
- B. Grievance: A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.
- C. Days: Days in this procedure are normal District office workdays.

Section 14.1.2. Mediation. The parties may mutually agree to depart from the grievance process at any time in order to resolve the dispute through mediation. In the event agreement is not reached through mediation, the grievance process shall resume without prejudice to either party.

Section 14.1.3. Timelines. Grievances shall be processed in the following manner and within the stated time limits. Time limits shall be calculated commencing on the day after the event or occurrence triggering the running of the time limit. Time limits provided in this procedure may be extended only by mutual written agreement.

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

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

Section 14.1.4. Representation. The grievant may waive the union's involvement in the procedures at any step. If the grievant elects not to have union representation, the union shall have the opportunity to be present at the adjustment of the grievance and to make its views known or shall receive the same written responses provided to the grievant.

Section 14.2. Process.

Section 14.2.1. Step 1. Informal Level. Informal Submission of Grievance to Supervisor. Within twenty (20) days following the occurrence of the event giving rise to the grievance, or twenty (20) days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance informally with the immediate supervisor. The immediate supervisor shall respond informally within ten (10) days of the employee's presentation.

The informal presentation and response at this level may be oral or written.

Section 14.2.2. Step 2. Formal Level. Written Submission of Grievance to Supervisor. If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the immediate supervisor within twenty (20) days after the employee's informal submission of the grievance at Step 1. The written grievance shall contain the following:

- A. A statement of the alleged grievance including the facts upon which the grievance is based;
- B. Reference to the specific terms of the agreement which have been allegedly violated; and
- C. Remedy sought.

In presenting the grievance, the employee may elect to represent himself/herself or be accompanied by a representative of the union.

The immediate supervisor will inform the employee and the union in writing of the disposition of the grievance within ten (10) days of the presentation of the grievance.

Section 14.2.3. Step 3. Superintendent Level. Written Submission of Grievance to the Superintendent.

A. Individual Grievance

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

The Superintendent or his/her designee will review the grievance with the parties involved and provide a written statement of the disposition to the employee with a written copy to the union, within ten (10) days of receipt of the grievance.

B. Union Grievances A grievance which the union may have against the Employer, limited as aforesaid to matters dealing with the interpretation or application of terms of this Agreement relating to union rights, shall be commenced by filing in writing (in the format of Step 2 above) with the Superintendent.

Such filing shall be within ten (10) days following the occurrence of the event giving rise to the grievance or

ten (10) days after the event is known or reasonably should have been known.

The Superintendent or his/her designee and the union will have ten (10) days from the receipt of the grievance to resolve it.

Section 14.2.4. Step 4. Arbitration If no settlement is reached in Step 3, the union may

request that the matter be submitted to an arbiter as hereinafter provided:

A. Written notice of a request for arbitration shall be made to the Superintendent within twenty (20) days of receipt of the disposition letter at Step 3.

B. Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of this Agreement.

C. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of paragraph (d) below shall apply to the selection of an arbiter.

D. In the event an arbiter is not agreed upon as provided in paragraph (c), above, the parties shall jointly request the American Arbitration Association to submit a panel of nine (9) arbiters who reside and practice in Washington or Oregon. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the nine (9) arbiters is received, the parties shall each independently strike from the list those unacceptable arbiters and shall rank, in order of preference, the remaining arbiters.

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

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

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

1. The arbiter, once appointed, will inform the parties as to the procedures which will be followed.

2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.

3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decision shall be final and binding on both parties.

4. The arbiter shall rule only on the basis of information presented at the hearing and shall refuse to receive any information after the hearing except by mutual agreement.

5. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance.

The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such

arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

6. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

7. The arbiter shall specify in the award that the Employer or the Union, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter including necessary expenses.

8. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

Section 14.3. Binding Effect of Award. All decisions arrived at under the provisions of this Article by the representatives of the Employer and the Union at Steps 1, 2 and 3, or by the arbiter, shall be final and binding upon both parties; provided, however, that in arriving at such decision neither of the parties or the arbiter shall have the authority to alter this Agreement in whole or in part.

Section 14.3.1. Limits of the Arbiter. The arbiter cannot order the Employer to take action contrary to law.

Section 14.3.2. No Duty to Maintain Status Quo. The Employer has no duty to maintain the status quo or to restore the status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.

Section 14.3.3. Freedom From Reprisal. There will be no reprisals against the grievant or others as a result of his/her participation in this process.

Article XV Transfer Of Previous Experience

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

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

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

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

Article XVI Salaries And Employee Compensation

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

Section 16.2. Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Section 16.2.1., 16.2.2., and 16.2.3.

Section 16.2.1. Wage Increases For Specific Positions. On September 1 of each of the following school years, the Schedule A wages for the positions set forth below shall be increased from the prior year by the amounts indicated. The cost of living adjustment provided for in Section 16.2.2 shall be calculated after the following increases are applied:

Title	2007-08	2008-09	Total
Accounting Assistants			
Accounts Payable	\$0.40	\$0.81	\$1.21
Accounts Rec/Payroll	\$0.40	\$0.81	\$1.21
Payroll	\$0.40	\$0.81	\$1.21
Custodial			
Head Custodian	\$0.36	\$0.73	\$1.09
Custodian	\$0.13	\$0.25	\$0.38
Warehouse			
Warehouse	\$0.55	\$1.09	\$1.64
Delivery	\$0.52	\$1.04	\$1.56
Food Service			
Lead Cook	\$0.23	\$0.47	\$0.70
Food Service Worker	\$0.13	\$0.26	\$0.39
Grounds			
Groundskeeper	\$0.18	\$0.35	\$0.53
Instructional Assistants			
Office Assistant	\$0.06	\$0.12	\$0.18
Para Educator	\$0.08	\$0.16	\$0.24
Library Tech/ISS	\$0.08	\$0.15	\$0.23
CDS Assistants	\$0.40	\$0.79	\$1.19
Maintenance			
Carpenter/Locksmith	\$0.48	\$0.96	\$1.44
Painter	\$0.05	\$0.10	\$0.15
Secretarial/Clerical			
Level 1	\$0.41	\$0.82	\$1.23
Level 2	\$0.41	\$0.81	\$1.22
Level 3	\$0.48	\$0.95	\$1.43
Level 4	\$0.42	\$0.85	\$1.27
Information Services			
Computer Technician	\$0.92	\$1.85	\$2.77

Network Technician	\$0.34	\$0.69	\$1.03
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Transportation

Transportation Dispatcher	\$0.01	\$0.02	\$0.03
Bus Driver	\$0.24	\$0.48	\$0.72
Driver Trainer	\$0.51	\$1.02	\$1.53
Lead Mechanic	\$0.33	\$0.66	\$0.99

Professional Technical

Career Specialist	\$0.82	\$1.63	\$2.45
COTA	\$0.82	\$1.63	\$2.45

Section 16.2.2. Cost of Living Adjustment. For each school year of the contract, all steps on Schedule A will be increased by the state-funded cost of living adjustment (COLA), if any, applicable to classified employees, without deducting increments, effective on September 1 of each school year or immediately on receipt if later than September 1.

Section 16.2.3. Additional Wage Increases. Prior to implementing the COLA, the district will additionally increase the salary schedule as follows:

2009-10 One percent (1%) increase for each step of the salary schedule; 2010-11

A salary increase pool amounting to two percent (2%) (currently estimated to be \$127,000) will be distributed in a manner to be negotiated by the parties in a limited reopener during the spring of 2010 following completion of the work of the comparability study committee (provided for in a separate Letter of Agreement).

The District's obligation to fund this salary increase pool will be suspended in the event the District suffers a double levy loss in 2009. If there is a double levy loss, the parties will reopen the contract for bargaining with respect to wages.

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

Section 16.4. Incremental steps, where applicable, shall take effect on September 1.

Incremental steps for new employees whose anniversary dates occur between September 1 and January 31 will be effective on the following September 1. Employees whose anniversary dates occur between February 1 and August 31 will receive incremental steps effective the September 1 following their first anniversary.

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

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

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

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

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

Section 16.10. Upon verification, employees working within the Para Educator or Library Technician/ISS positions of the Instructional Assistant classification, who have met ESEA/Title I requirements, receive an additional stipend of twenty-five cent (\$0.25) per hour added to their wage rate shown on Schedule A.

Article XVII Term And Separability Of Provisions

Section 17.1. The term of this Agreement shall be September 1, 2007 to August 31, 2011.

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

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

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

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

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

Article XVIII Transportation

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

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

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

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

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

Section 18.6. Driving Schedules And Assignments.

Driving time shall commence with the departure from the bus garage and shall conclude upon arrival at the bus garage.

If there are thirty (30) minutes or less between assignments, the basic salary rate shall continue uninterrupted.

If there are more than thirty (30) minutes between assignments, the base hourly rate shall cease at the conclusion of the assignment, providing the assignment ends at the bus garage, and will commence at the beginning of the next assignment.

All assignments shall begin and end at the bus garage.

A normal regular work shift or workday for bus drivers shall be defined as that shift or day in which the driver is driving his/her regular route the same time day after day.

Drivers will receive a minimum of one (1) hour for attending staff meetings.

Only classified employees, classified as bus drivers, meeting State requirements for a school bus driver, shall be used to drive regularly scheduled runs or school buses (school buses defined as any vehicle used to transport school children having a capacity of twelve (12) or more people) unless an emergency should arise requiring the use of other qualified drivers, as determined by the District.

An exception to these requirements is the use of the NJROTC bus.

Section 18.7. Routes

A. A regular route is defined as a route transporting students to and from home in the AM and PM.

B. A mid-day route is defined as a route transporting students to and from home in the middle of the school day.

C. A transfer run is defined as a run transporting students from one learning location to

another learning location and, upon assignment, shall become part of a driver's regular route for the year, provided that student need is sufficient to justify the run. Upon approval of the Director, a driver may choose to not continue driving a transfer run at any time. When this occurs, the next most senior available driver who wants such transfer run shall then take the run for the remainder of the school year. Transfer runs do not include activities that are carried on intermittently at sites other than learning locations.

Section 18.8. Publishing Routes. The Transportation Director shall publish as early in the school year as practicable, on or before September 27th, the District plan for transportation in support of the regular school curriculum. The District plan shall include the following minimum information; route/routes to be driven, assignments regarding pickup and delivery, and driving time(s).

Section 18.9. Assigning Routes.

A. The Transportation Director will assign routes temporarily as necessary to begin the school year, pending publication of the District plan. Drivers will be permanently assigned for the year by seniority when the District plan is published.

B. A route that is substantially unchanged from one year to the next may, at the driver's option, be maintained by the driver assigned it the previous year, unless the Transportation Director determines that a reassignment should be made in the best interests of the District. A substantial change is defined as more than one-(1) hour difference in total time per day. If the Transportation Director makes such a determination, the specific reasons for the change will be put in writing upon the request of the affected employee. When such a change is made, the affected driver will be reassigned to another route on the basis of seniority.

C. If no driver requests special education routes, or if in the judgment of the Transportation Director, drivers who request such routes are not qualified, the Transportation Director has the discretion to assign such routes. If affected employee(s) request written rationale for being found to be not qualified for such routes, the Transportation Director will provide the employee with such written rationale.

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

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

F. Extra Trip Driver(s), if not already assigned to an extra trip, may be assigned by the

Transportation Director to drive for regular drivers who are ill or absent for other reasons.

Section 18.10. New assignments and open routes.

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

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

C. New or open routes shall be open to bid and posted only in the Transportation Department. The most senior driver to bid will be awarded the open route until all drivers currently hired have a route assigned.

Section 18.11. Route Changes. Route assignments will not be changed during the year, except in the best interests of the District as determined by the Transportation Director. In the event that the Transportation Director determines that an assignment should be changed during the year, he/she will put in writing his/her reasons for the change, and deliver copies to the affected drivers who request such written documentation. In the event such changes are made, seniority as described above, will apply.

Section 18.12. Extra Trips.

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

B. Drivers shall not be considered eligible for extra trip assignments if it requires the District to pay overtime. Drivers may not forfeit a portion of their regular daily route assignment in order to qualify for extra trips (except for the portion that conflicts with the trip itself).

C. The District may, depending on staffing needs as determined by the District, employ drivers who will be assigned only to extra trips. In the event the District employs drivers who are assigned as "Extra Trip Drivers," regular route drivers may apply and will be considered for such assignment consistent with the terms of this Agreement.

D. Whenever possible extra trips will be assigned in weekly blocks and will be posted at least one week in advance. Extra trips will be selected first by Trip Driver(s) up to forty (40) hours per week (Mondays through Sundays).

E. All remaining trips shall be assigned on a seniority basis. Drivers will sign up for extra trips by first, second, and third choice. The trips will be assigned by choice (first, second and third), number of previous trips taken and seniority. If a driver turns down an extra trip for any reason, that driver will not be eligible for another extra trip until the next rotation of the seniority list has been made.

F. A shuttle does not count as a trip. It is an extra run needed to take students to and/or from District events within school hours. Shuttles will be assigned to the most senior eligible driver.

Section 18.13. Random Drug Testing. Random drug testing for bus drivers will be guided

by the following concepts:

A. Employees who voluntarily come forward to inform the District of a drug and/or alcohol dependency and of their immediate intent to enter a licensed treatment program will be granted leave without pay. The notification of intent to enter a licensed treatment program must occur prior to any notification of the need for a drug test. Procedures for reinstatement to driving duties shall be applied uniformly and consistently.

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

C. All costs involved in any District testing and evaluation procedures shall be borne by the District.

D. Employees required to undergo testing will be given the opportunity by the District to review testing policies and procedures prior to the time of testing.

E. Testing results, including the fact that an employee is tested, shall remain confidential.

Any written materials or information associated with such testing shall be retained in a secure confidential file to which only the Superintendent and/or designee shall have access.

F. Employees shall be placed on paid leave of absence during any period they are off work due to testing or evaluation requirements or results and prior to a final determination of employment status.

G. Any driver with a confirmed positive test will be suspended with pay pending an investigation. A confirmed positive drug test will result in termination of employment. Failure to request a split test will result in termination of employment.

Section 18.14. Drivers who meet the qualifications for a driver trainer will be paid the appropriate Schedule A rate for time spent training new bus drivers.

Section 18.15. Regular drivers will not be assigned trips that conflict with their regular routes during the first two (2) weeks of the school year.

Section 18.16. Bus Drivers attending the District-provided state in-service will be compensated up to four (4) hours at their regular rate and bus drivers attending state-required First Aid training will be compensated up to eight (8) hours at their regular rate.

[Signature Page](#)

Public School Employees Of Oak Harbor

BY /s/ Clyde McCarty, Chapter Co-President Date: March 19, 2008

BY /s/ Linda Preder, Chapter Co-President Date: March 19, 2008

Oak Harbor School District

By /s/ Dr. Rick Schulte, Superintendent Date: March 19, 2008

[Schedule A 2007-2008](#)

Schedule A 2008-2009**Appendix A**

Secretarial/Clerical Positions By Level

Clerical Level

- OHHS Receptionist
- ASC Receptionist/Secretary**
- Student Learning Plan Coordinator
- OHHS Data Processor
- Classified Substitute Specialist

Clerical Level

- MS Attendance
- MS Registrar
- MS Data Processor
- HS Attendance
- Information Services Support
- Maintenance & Grounds Secretary
- Home School Secretary*
- Truancy Officer
- Science Center Secretary
- OHHS Counseling Secretary
- OHHS Counseling Secretary/Data Processor
- MS Attendance/Registrar

Clerical Level

- Substitute Specialist Secretary
- OHHS Registrar
- Special Programs Secretary
- Teaching and Learning Secretary
- Associate Principal Secretary

Clerical Level

- Principal Secretary
- Career & Tech Secretary
- Special Programs Secretary
- ASB Bookkeeper
- Construction Secretary
- Operations/Communications Director's Secretary
- Athletic Director's Secretary
- Athletic Director/Associate Principal Secretary

* Current employee grandfathered in Level

** Current employee grandfathered in Level

Public School Employees of Washington

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NOTE: WHILE CONTENT OF THIS PAGE IS INTENDED TO DUPLICATE CONTENT OF THE ACTUAL AGREEMENT, FORMATTING CHANGES HAVE BEEN MADE TO IMPROVE READABILITY AND USABILITY. FOR AN EXACT REPLICATION OF THE AGREEMENT, REFER TO A PRINTED COPY CERTIFIED BY BOTH PARTIES OF THE CONTRACT.