COLLECTIVE BARGAINING AGREEMENT BETWEEN

QUILLAYUTE VALLEY SCHOOL DISTRICT

AND

PUBLIC SCHOOL EMPLOYEES OF QUILLAYUTE VALLEY

SEPTEMBER 1, 2009 - AUGUST 31, 2012

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DECLARATION OF PRINCIPLES

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 Quillayute Valley School District Number 402 (hereinafter "District") and Public School Employees of Quillayute Valley School District (hereinafter "Association"). Public School Employees of Quillayute Valley School District is an affiliate of Public School Employees of Washington.

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.

Section 1.2. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, transportation supervisor, 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. Job descriptions for all classifications covered under this Agreement will be provided within thirty (30) calendar days to the President of the Association upon receipt of a written request from the President of the Association by the Superintendent. Any revised job descriptions shall be provided to the Association President within thirty (30) days of any such revision.

Section 1.4. The bargaining unit to which this Agreement is applicable shall consist of all regularly employed classified employees in the Bus Driver and Bus Mechanic/Service classification, except as limited by Section 1.2 above.

Section 1.5. Substitute employees who work longer than thirty (30) consecutive days in the previous twelve (12) months in a general job classification shall be subject to all terms and conditions of this Agreement with the exception of Article VIII, Article IX, Article X, Article XI and Article XII. It is further agreed and understood that Substitute Bus Drivers, regardless of bargaining unit status or previous status as a regular route driver shall not be considered "Eligible Drivers" for activity and field trips under the terms of Section 7.2.

Section 1.6. Definition of Employees. For the purpose of this Agreement, the term "regular employee" shall mean any full-time or less than full-time employee who is given a job assignment of sixty (60) consecutive workdays or more. The District may request exceptions to this provision through written request of the Association President.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1. It is agreed that the statutory, 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 the 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 maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

Section 2.2. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association, providing that the exercise of such rights does not interfere with the performance of assigned duties of employees of the District. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association.

Section 3.2. Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of the District, provided that the employee first must follow the prescribed grievance procedure.

Section 3.3. Employees of the unit subject to this Agreement have the right to have Association representatives or other Association members present at discussions between themselves and supervisors, or other representatives of the District as hereinafter provided.

Section 3.4. Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age, or marital status, because of a physical disability, nor shall the District engage in any other form of illegal discrimination as defined by local, state or federal laws.

Section 3.5. There shall be only one (1) official personnel file for each employee. Said file shall be kept in the District Office. Each employee shall have the right upon request, and after making an appointment for that purpose with the personnel administrator, to review the contents of his/her official personnel file. The review shall be made in the presence of an administrator designated by the District. During the review employees shall be allowed to copy any material therein and shall be permitted to make a written inventory of material there, and, on request, have such inventory signed and dated by a representative of the District.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. The Association is entitled to have a representative at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

Section 4.2. The District, as part of the general orientation of each new employee within the unit subject to this Agreement, shall provide such employee with a copy of this Agreement to be furnished the District by the Association.

Section 4.3. The President of the Association and designated representatives may be provided time off without loss of pay to a maximum of ten (10) days per year total to attend regional or State meetings when the purpose of those meetings is in the best interests of the District as determined by the District administration.

Section 4.4. On or before the first day of October of each year during the term of this Agreement, the District shall provide Public School Employees of Washington with information regarding each employee in the bargaining unit.

Section 4.5. Representatives of the Association, upon making their presence known to the District, shall have access to the District premises during business hours, provided, that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work.

Section 4.6. Bulletin Boards. The District shall provide a bulletin board space in an appropriate place for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

Section 4.6.1. The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1. It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are employee benefits, hours, wages, grievance procedures, working conditions, and/or changes in these subjects.

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

Section 5.3. The Association will, from time to time, as appropriate, be advised of current and predicted workload information. A grievance of this section shall end at step 2 of the grievance procedure.

ARTICLE VI

ASSOCIATION REPRESENTATIVE

Section 6.1. The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints.

Section 6.2. The Association will designate a Conference Committee of three (3) members who will meet with the Superintendent of the District and the Superintendent's representatives on a mutually agreeable regular basis to discuss appropriate matters.

Section 6.3. Association representatives shall be excused to meet at the request of District officials, participate in hearings and disciplinary actions when they cannot be scheduled outside the employee's normal work hours.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Each employee shall be assigned to a definite and regular shift and workweek, which shall include any required cleanup, warm-up, preparation, or wrap up duties and which shall not be changed without prior notice to the employee of three (3) working days, provided that the employee may waive such notice. During emergencies, when a job cannot be completed during regular shift, shifts may be temporarily altered. For purposes of computing a driver's workweek, Thursday morning shall be used as the beginning of the week.

Section 7.1.1. The special education driver shall be called at least forty-five (45) minutes prior to the first regular run if a change in hours of work is made for a specific day. Failure to make such a call within the time limit shall allow the employee to work no less than the hours of the regularly scheduled shift.

Section 7.1.2. Bus Drivers shall be paid for at least thirty (30) minutes per day for the purposes of bus warm-up, inspection, cleaning, etc.

Section 7.2. For the sole purpose of assigning student activity and other special transportation trips, the District shall proceed by compiling a list of eligible drivers arranged in descending order by the hire date of each. ("Eligible drivers" is defined as those employees who are assigned a regular to and from bus route and those employees specified in Section 7.2.1.2.) Each eligible driver will inform the Director of Transportation of their desire to remain on the eligibility list by the first school day of each year.

Assignment of activity and field trips shall be made by the District from this eligibility list on a rotating basis, provided that:

A. An employee loses his eligibility for a particular trip if such trip will place him in an overtime situation and there are other eligible employees.

B. The first eligible employee has the option of refusing the assignment and losing his eligibility for that turn on the list, except that such employee may not exercise this right if no other eligible employee is willing to take the assignment.

C. A driver determined to be ineligible for a trip shall be bypassed in the assignment, but kept at the top of the roster for the next trip. The question of eligibility shall be determined by the supervisor of transportation on the basis of technical and physical qualifications of the driver available when the name is placed on the roster.

D. If a trip is canceled after having been assigned to a driver, the driver's name will remain in the same spot on the roster held prior to the assignment unless the driver had turned down the trip, in which case he/she would go to the bottom of the rotation.

E. An eligible driver may be added to the bottom of the roster at any time.

F. No eligible driver may be withdrawn from the roster without the permission of the Director of Transportation.

G. The District reserves the right to hire substitute employees when no eligible driver meets the selection criteria listed above or one is not available.

H. This section shall cover all assignments of trips involving more than fifteen (15) students. Trips involving more than fifteen students shall be taken by an eligible bus driver. Exceptions to this rule may be made by prior notification and prior mutual agreement only. The mode of transportation for trips involving fifteen (15) or less students is at the discretion of the District.

I. Student transportation for the Carpentry, Auto Technology, Alternative School programs and baseball/softball team practice trips to Beaver may be carried out by non-bargaining unit individuals for runs and/or trips which are shorter than fifty (50) miles (each way) from the point of origin.

Section 7.2.1. On non-overnight trips, drivers will be paid their regular rate of pay for all hours from time of the trip's beginning to end with the exception of one (1) thirty (30) minute unpaid meal break per five (5) hours worked. Whenever a non-overnight trip will encompass in excess of sixteen (16) hours, at the discretion of the Transportation Supervisor, the District may provide hotel/motel accommodations for the driver to rest/sleep/eat while the passengers are occupied by the event; provided, however, that no more than twenty-five percent (25%) of the total trip time shall be unpaid time.

Section 7.2.1.1. All compensated hours on any such trips shall be subject to the terms of Section 7.3.

Section 7.2.1.2. A Bus Driver, who has been assigned a regular to and from bus route for up to two years immediately preceding a layoff, shall have the right to remain on the extra trip roster specified in Section 7.2 of the Agreement for up to eighteen (18) months. Such employees shall be paid their regular hourly rate in effect at the time of layoff.

Section 7.2.2. On overnight trips, the driver shall be compensated for all of their behind-the-wheel driving and duty time with these exceptions: (1) an unpaid meal break of thirty (30) minutes for every five (5) hours worked; (2) a minimum of six (6) hours of uninterrupted, duty-free time for sleeping; (3) time spent for meals at the start of each day. In the event that the final day of an overnight trip should, in the judgment of the Transportation Supervisor, encompass more than sixteen (16) hours (from first duty call to return), then the District shall provide hotel/motel accommodations for the driver to rest/sleep/eat while the passengers are occupied by the event; provided, however, that no more than twenty-five percent (25%) of the hours between the first duty call and time of return on the last day of the trip shall be unpaid time. Under any circumstances, the driver shall receive no less than eight (8) hours compensation on the last day of an overnight trip.

For overnight trips duty time is defined as non-driving time during an activity or field trip when the vehicle is stopped, passengers are unloaded, the vehicle is secure, and the driver must remain available (either in or near the vehicle or on or around the premises of an event) for any activity, including but not limited to supervision, constant or intermittent vehicle surveillance, emergency transportation, etc.

On days of an extended overnight trip in which a driver is required to perform no work at all and is completely free, the driver shall be paid for six (6) hours work per twenty-four (24) hour period.

Section 7.2.3. The District shall provide reasonable accommodations as provided herein (Sections 7.2.1 and 7.2.2) and a per meal stipend of seven dollars ($7.00) for each breakfast and/or lunch, and ten dollars ($10.00) for each dinner for meals as they fall within a trip schedule.

Section 7.3. Drivers shall be paid at one and one-half (1½) times their regular rate of pay for all hours worked beyond forty (40) in any workweek (Thursday-Wednesday).

Section 7.4. Each shift shall have a minimum compensated duration of two (2) hours. In the case of Bus Drivers, if the assigned run and associated duties are completed in less than two (2) hours, then the District may assign other duties included in the Bus Driver job description to be performed in any such remaining time.

Section 7.4.1. In the event of unusual school closure or trip cancellation, then the affected employees shall be compensated for a minimum of two (2) hours at the appropriate rate; provided, however, that the District did not make a reasonable attempt to contact the employee to instruct them not to report to work, AND, that the employee reported to work as scheduled.

Section 7.5. Any call back to work noncontiguous with the regular shift shall be for a minimum of two (2) hours.

Section 7.5.1. A shuttle run is an extension of the regular classroom and is an addition to driver student transportation responsibilities. Shuttle runs are contiguous with regular scheduled daily shifts and shall be for a minimum of one (1) hour

Section 7.6. All sections under this Section 7.6 shall apply only to employees in the Mechanic/Service classification.

Section 7.6.1. Each employee shall be assigned a definite and regular schedule and workweek, which may be changed without prior notice to the employee in emergencies and otherwise, with prior notice of at least one full day.

Section 7.6.2. Each employee shall be allowed a paid ten (10) minute rest period for each four (4) hours worked, scheduled as near the middle of the four (4) hour period as possible. Each employee shall be allowed an unpaid meal break of thirty (30) to sixty (60) minutes for every five (5) hours worked, to be scheduled as near the middle of the shift as possible.

Section 7.6.3. No employee may work overtime without the prior approval of their supervisor. For all hours worked in excess of forty (40) per week, an employee shall be compensated at the overtime rate of one and one-half (1 ½) times the regular hourly rate.

Section 7.6.4. Compensatory Time. An employee may, at his/her option, request compensatory time off in lieu of overtime compensation. Compensatory time, if granted, may be accrued; provided, however, that records shall be maintained and there must be a reasonable expectation that the employee will be provided an opportunity to expend the accrued time. Compensatory time in lieu of overtime as provided in this Article shall be accrued at the rate of one and one-half (1½) hours for each hour worked. It is the intent that compensatory time shall be used during the pay period in which it is granted. Any accrued but unused compensatory time remaining at the end of the employee's normal work year shall be cashed out on the final pay warrant of the work year.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays. All eligible employees in the unit shall receive the following paid holidays which fall within their work year:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Day before Christmas
11. Christmas Day
12. Day after Christmas Day

(for all 12-month employees)

Section 8.1.1. Unworked Holidays. Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked either their last scheduled shift preceding the holiday or their first scheduled shift succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness they were unable to work on either of such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays.

Section 8.1.2. Worked Holidays. Employees who are required to work on the above described holidays shall receive twice their standard rate for all hours worked on such holidays.

Section 8.1.3. (Mechanic/Service only) Should a holiday occur while an employee is on vacation, that day will not be counted against their vacation leave.

Section 8.1.4. Holidays listed above will be observed pursuant to State law. Unless the law is later changed, this means that if a holiday falls on a Sunday, Monday will be the holiday; if a holiday falls on a Saturday, Friday will be the holiday.

Section 8.2. Vacations. Full-time 2080 hour employees shall be entitled to five (5) days paid vacation on completion of one (1) year's service and ten (10) days paid vacation on completion of the second year, such amount to be pro-rated for less than full time employees based on their FTE's. One (1) additional day of paid vacation shall be added each year until the completion of twelve (12) years, when an employee will be entitled to twenty (20) days paid vacation for that and subsequent years. FTE shall be calculated on the basis of all hours worked.

Section 8.2.1. (Bus Drivers only) Accrued vacation credit shall be included in the final pay check of each school year.

Section 8.2.2. Vacation Scheduling. Applicable to Mechanic/Service Only. Scheduling of vacations will require approval of the immediate supervisor. Subject to specific District service needs, employees will be allowed discretion in selection of vacation periods outside the regular student school year. Employees shall request such vacation time at least two (2) weeks in advance except in emergencies.

Section 8.2.3. Vacation Carry-Over. Applicable to Mechanic/Service Only. Any vacation credit currently due but unused by the new school year may be carried over for one (1) year following the accrual date with the approval of the immediate supervisor and administration, but no more than five (5) days may be carried over. No vacation may be carried over for more than one (1) year beyond the date on which it became due unless the employee is prevented from using their vacation by the Employer. Unused accrued vacation which is not eligible to be carried over shall be cashed out on the final pay warrant of the employee's work year, upon employee request.

ARTICLE IX

SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE

Section 9.1. Leave For Illness, Injury And Emergency. The District shall grant each full-time, twelve (12) month employee, twelve (12) sick leave days annually. Employees who work less than twelve (12) months shall be prorated on the basis of one (1) day sick leave (work day) per month employed. Employees who are scheduled to work in at least nine (9) months shall be credited with no less than eleven (11) sick leave days annually. Whenever an employee works eleven (11) or more days in any one calendar month, he/she shall receive sick leave credit for the entire month. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days. The District shall project the number of annual days of sick leave at the

beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on an hourly rate basis applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of sick leave days, sick leave benefits will be paid in accordance with his normal work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. Further, in the event of an increase or decrease in an employee's normal daily work shift, the rate of sick leave accumulation will be adjusted accordingly effective with the first day of any increase/decrease in the daily work shift.

Section 9.1.1. Employees in the Mechanic/Service classifications shall be allowed to accrue one (1) day's sick leave for each month worked, up to a maximum of twelve (12) days per year.

Section 9.1.2. Absence caused by personal illness, injury, doctor/dental/optical appointments, poor health, maternity/paternity, quarantine, or other disability is covered by the Sick Leave provisions. Sick leave can also be used for immediate family (spouse, child or legal dependent under the age of eighteen) illness, injury, or doctor/dental/optical appointments.

Section 9.1.3. Emergency leave shall be granted and deducted from sick leave accumulation to the terms of this provision under the following conditions:

A. The problem must be suddenly precipitated and of such a nature that preplanning is not possible or where preplanning cannot relieve the necessity of the employee's absence;

B. The problem cannot be one of minor importance or of inconvenience, but must be serious;

C. Emergency leave shall apply in the case of serious illness in the immediate family to include spouse, child, mother, father, sister, brother, sibling, grandparent, grandchild, step-parent, parent-in-law, foster child, step-child, step-sister, step-brother. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. Parent means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

Section 9.1.4. Sick Leave Cashout.

A. Annual
Employees are allowed to cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.

B. Retirement

At the time of separation from District employment, an eligible employee as defined by RCW 28A.400.210(2) or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury.

C. No later than June 1 of each year employees will notify the District of their intention to take sick leave cashout. Such notification is not binding, but employees are encouraged to be as candid as possible in order to assist the District in its budget-making process.

Section 9.1.5. In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

Section 9.2. Bereavement Leave. Up to three (3) days per occurrence shall be granted with pay for bereavement of a relative defined as: spouse, child, sibling, grandparent, grandchild, parent-in-law, parent, sibling-in-law, fiancé, fiancée, child-in-law, grandparent-in-law, foster parent, foster child, step-parent, step-child and step-sibling. A maximum of two (2) days of leave will be granted for the death of an aunt, uncle, cousin or a person living in the same household. Any additional time required may be granted with the approval of the Superintendent.

Section 9.3. Sick Leave Transfer. Employees accrued illness, injury and emergency leave while employed by another public school district in the State of Washington, shall be given credit for such accrued illness, injury and emergency leave upon employment by the District.

Section 9.4. Judicial Leave. In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a co-defendant 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 deducted from the employee's net pay. 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 without pay.

Section 9.5. Leave Of Absence.

Section 9.5.1. 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.

Section 9.5.2. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this Agreement.

Section 9.5.3. 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.

Section 9.5.4. If employees accept other employment while on leave of absence, they must get the prior approval of the District or forfeit all re-employment rights.

Section 9.5.5. An employee who returns to work at the agreed upon date shall be returned to the position previously held or a position with comparable wages, hours and working conditions, at the District's discretion.

Section 9.6. Personal Leave. All employees shall be granted one (1) day of paid personal leave per year (a day being defined as the length of the employee's normal work day) with the following restrictions:

A. Personal leave cannot be used for circumstances that would qualify under any other leaves currently described in this Agreement.

B. Employees may not be compensated by another employer on a personal leave day.

C. Leave is contingent on the availability of substitutes.

D. Personal leave may be accumulated up to two (2) days and if unused may be cashed in at the substitute rate.

Section 9.7. Leave Sharing. The District shall implement a leave sharing program pursuant to RCW 28A.400.380, which considers the donating and receiving of leave on an individual employee basis.

Section 9.8. Military Leave. Any employee who is called to active duty in any organized reserve or Armed Forces of the United States (including the Army, Navy, Air Force, Marines, Coast Guard or National Guard) shall be granted a leave of absence from their position with the District for the period prescribed in their orders. Employees so called to active duty shall retain accrued seniority and benefits, but shall not continue to accrue seniority or benefits while on such leave. An employee returning from such leave shall be returned to the position previously held or a position with equal wages, hours and benefits to their previously held position, at the District's discretion.

Section 9.9. Unpaid Leave. Unpaid leave may be granted an employee for unspecified personal reasons, provided that:

A. A qualified substitute is available.

B. Such use of a substitute shall be subordinate to any need caused by illness, injury, or other leaves.

C. First choice for unpaid leave on a given day shall go to the employee who has been without it the greatest length of time.

D. No absolute commitment for unpaid leave need be made by the District until the start of the requested day.

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1. The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 10.2. Each new hire shall remain in a probationary status for a period of not more than ninety (90) working days following the hire date. During this probationary period the District may discharge such employee at its discretion.

Section 10.3. Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

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

A. Resignation;
B. Discharge for justifiable cause;
C. Retirement; or
D. Change in job classification within the bargaining unit, as hereinafter provided.

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

A. Time lost by reason 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 leave; or
D. Time spent in layoff status as hereinafter provided.

Section 10.6. Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.4.

Section 10.7. The employee with the earliest hire date shall have preferential rights regarding assignment to new or open jobs or positions, and layoffs when ability, performance, and reasonable qualifications are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability, performance, or reasonable qualifications substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the organization's grievance committee chairperson its reasons why the senior employee or employees have been bypassed.

Promotions, if any, in the bargaining unit shall be made by the District's determination of who is most qualified.

Section 10.8. The District shall publicize within the bargaining unit for five (5) working days the availability of open positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall be forwarded to the President of the Association and to the Association representative of the classification concerned.

Section 10.8.1. Regular driving assignments, including kindergarten runs, shall be posted and offered to drivers by seniority prior to the start of the school year when ability, performance and reasonable qualifications are substantially equal with junior employees. The District reserves the right to re-bid assignments during the school year or not to do so. Kindergarten runs shall be bid separately from other assignments.

Section 10.8.2. If the District reduces hours of an employee during the school year such that the employee will lose eligibility for insurance or retirement, that employee may use seniority to trade positions with the least senior employee whose hours allow such eligibility.

Section 10.8.3. Any position being filled by a substitute employee (or employees) which lasts longer than sixty (60) consecutive working days shall be posted and filled by a regular employee. This does not prevent the new employee from being displaced by the return of the absent employee from an authorized leave.

Section 10.9. In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for eighteen (18) months.

Section 10.10. 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 10.11. An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not comply with the requirements of Section 10.10, or if the employee does not respond to the offer of reemployment within three (3) days if communicated orally or seven (7) days if written.

Section 10.12. 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 XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1. 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.

Section 11.2. Except in extraordinary cases, the District will give an employee two (2) weeks notice of intention to dismiss. The District will expect the employee to give two (2) weeks notice in case of resignation.

Section 11.3. Nothing contained herein shall be construed to prevent the District from immediately discharging an employee for justifiable cause in extraordinary cases.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. The District agrees to contribute the State-designated amount per FTE (one FTE equals 1,440 hours) per employee for the purposes of purchasing District-approved insurance benefits. Such District insurance contributions shall be made for premium payments as consistent to State law. The District may deduct from this amount the mandatory Health Care Authority Retirees' Benefits Subsidy contribution (as prorated) at the State-designated amount per eligible employee per month. Any unused District contributions shall be pooled for the purpose of paying for excess premiums for bargaining unit members pursuant to State law.

Section 12.1.1. The District shall make a conservative annualized estimate of the amount of insurance dollars generated by driving assignments in addition to the regular daily scheduled shift and make regular uniform monthly contributions to the insurance pool September through June payroll. During July the District shall calculate the actual hours of said driving assignments through the end of June and the actual amount of insurance funds thereby generated. In July and August the District shall pay out the difference between the actual annualized amount and the conservative estimate. Adjustments may be made in the September to June allotments, in an effort to avoid overpayment, based on a mid-year review of the available data, which would be shared with the Association. Any extra trip driving during the months of July and August shall not be counted for the purpose of generating additional insurance funds. The District shall utilize the district insurance contribution amount and the formula specified in Section 12.1 of the Agreement to generate the additional district insurance contribution funds to the insurance pool specified in this section.

Section 12.1.2. Employees working three (3) hours per day or fifteen (15) hours per week shall be covered in the District's dental/vision insurance program, for which premiums shall first be taken out of the benefits. Employees working less than three (3) hours per day or fifteen (15) hours per week shall not be eligible for dental/vision coverage. All employees shall be eligible for participation in medical coverage from benefits and, if necessary, payroll deduction.

Section 12.2. 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, overtime, or otherwise.

Section 12.3. The District will pay insurance benefits when an employee is absent due to an industrial accident covered by Workmen’s' Compensation (L&I) for a maximum of sixty (60) calendar days or two (2) pay periods (whichever comes first) after all leave (sick, emergency, business, etc.) and accumulated vacation benefits have been exhausted. Beyond that, employees are afforded the option of continuing insurance coverage at their own expense for up to eighteen (18) months.

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 period of this Agreement.

Section 13.2. All employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the hire date. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement.

Section 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 in an amount not to exceed regular monthly dues, less assessments. This service charge shall be collected by the Association in the same manner as monthly dues.

Section 13.4. 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 41.56.122.

Section 13.5. The District will notify the Association of all new hires upon request.

Section 13.6. 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 13.7. Local/Chapter Dues. The District shall deduct PSE local Chapter dues separately and remit such funds directly to the local Chapter Treasurer on a monthly basis, or within thirty (30) days of the deduction of the dues.

Section 13.8. Classified Employee Report to the Association. The District shall submit a monthly report (to accompany the monthly transmission of dues to PSE) to the Treasurer of the Public School Employees of Washington listing the name, social security number, and amount of PSE dues deducted for each bargaining unit employee.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.1. Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article 1 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 14.1.1. Association Grievances. In cases where the Association believes there to be a violation of the Collective Bargaining Agreement which effects more than one employee, the bargaining unit as a whole, or is caused by an action of the Superintendent or School Board and cannot be remedied by an administrative official other than the Superintendent, then the Association may file an "Association Grievance," which would be initiated at "Step III" (Section 14.2.3) no later than twenty (20) working days after the occurrence of the grievable action or within twenty (20) working days of the day that the Association should have become aware of the grievable action.

Section 14.2. Grievance Steps

Section 14.2.1. Step I. Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within ten (10) working days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 14.2.2. Step II. If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing within ten (10) working days of the oral decision a statement of the grievance containing the following:

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

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. The parties will have five (5) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 14.2.3. Step III. If no settlement has been reached within the five (5) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) working days to the District Superintendent or the Superintendent's designee. After such submission, the parties will have ten (10) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition and giving written reasons for such disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 14.2.4. Arbitration. If no satisfactory settlement is reached at Step III, the Association within fifteen (15) working days of the receipt of the Step III decision may appeal the final decision of the employer to the American Arbitration Association for arbitration under the voluntary rules. Any grievance arising out of a violation of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this Article.

The Arbitrator shall hold a hearing as soon as possible after his/her appointment. At least ten (10) working days notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his/her decision within thirty (30) days from the date the final written briefs have been submitted.

The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the Arbitrator shall be final and binding upon the employer, the Association and the grievant(s).

Section 14.2.4.1. Jurisdiction Of Arbitrator. The arbitrator shall be without power or authority to add to, subtract from or alter any of the terms of this Agreement.

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

The arbitrator shall have no power or authority to rule on any of the following:

A. The termination of services of or failure to re-employ any probationary employee.
B. Any matter involving employee reduction in force except for contracted procedures.

Section 14.2.4.2. Time Limits. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

Failure on the part of the employer at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the Association to lodge an appeal at the next step of this procedure.

Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the employee's answer at the previous step.

Section 14.2.4.3. Costs. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

Section 14.3. The employer shall not discriminate against an individual employee or the Association for taking action under this Article.

ARTICLE XV

EMPLOYEE COMPENSATION AND WORKING CONDITIONS

Section 15.1. Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.

Section 15.2. Salaries. Salaries for employees subject to this Agreement, during the term of this Agreement, are contained on Schedule A which shall be attached hereto and by this reference incorporated herein. During the years of this Agreement Schedule A shall be increased by the State Salary Increase Percentage in addition to incremental step increases. Effective each year this Agreement is in effect, the Transportation Dispatcher shall have five (5) days added to her work year in order to perform additional duties which she is assigned.

Section 15.3. For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (¼) hour.

Section 15.4. Any employee on School District business at the direction of the supervisor required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the rate established by the District for all its employees.

Section 15.5. This District will pay the cost of annual physical examinations required of driver personnel to maintain their bus driver's license provided that employees go to the physician of the District's choosing. Should the District change the designated physician at any time during the life of this Agreement, the Association has the right to reopen this section upon written request.

Section 15.6. The District agrees to transfer accrued longevity (but NOT seniority), sick leave, and other benefits as provided by State law. Accrued vacation may not be carried over from another District; however, employees shall be given credit for years of service in Washington Public Schools for the purposes of calculating annual vacation benefits.

Section 15.7. Should fingerprinting, background checks, drug testing, immunizations, inoculations or additional medical examinations become a requirement for continued employment with the District, the District agrees to negotiate the responsibility for incurring the cost with the Association before implementation. The District and the Association agree to negotiate language regarding drug testing policies and procedures consistent with law before state and/or federal drug testing laws are put into effect.

Section 15.8. (Mechanic/Service only) The District shall continue to provide, launder and maintain uniforms (coveralls) for all employees.

Section 15.8.1. (Mechanic/Service only) The District shall replace any employee's personal tools which are damaged, lost or stolen at the work site through no fault of the employee, provided an inventory is on file with the District Administration that includes the specific item in question.

Section 15.9. **Summer Work.** Summer school bus routes will be posted and filled according to seniority. Employees who accept a summer route agree that they will be expected to fulfill their commitment as if it was a regular school run. Compensation and benefits shall be paid pursuant to the terms of this Agreement, as if the summer route is an extension of the employee's normal work year.

Section 15.10. The District shall reimburse any employee who elects to have Hepatitis B immunizations for the deductible amount (from insurance) or the equivalent (if employee is not covered by medical insurance).

Section 15.11. In the event that an employee is requested by their supervisor to substitute in a position with a lower rate of pay which causes the employee to forego scheduled work in their regular (higher paying) position, the employee shall receive their regular rate of pay. For example, if a bus driver substitutes for a secretary for four (4) hours, missing a two (2) hour driving shift, the driver shall receive the higher bus driver rate of pay for two (2) of the four hours worked.

Section 15.12. **Mechanic Tool Allowance.** All Bus Mechanics shall be given a twenty-five dollar ($25.00) per month tool allowance. Tools placed in a District inventory certified by the District Business Manager shall be replaced at District expense in the event the tools are lost or damaged and not otherwise replaced by the tool manufacturer.

ARTICLE XVI

DRUG AND ALCOHOL TESTING

Section 16.1. The District agrees to promulgate a Drug and Alcohol testing policy and procedure for employees who are required to maintain a valid Commercial Driver's License as required by and in accordance with Federal Law.

Section 16.2. The District agrees to provide all employee training required by law (for Drug and Alcohol testing) at no cost to employees, and shall further compensate employees at their regular rate of pay (or overtime rate, if applicable) for all hours spent in required training.

Section 16.3. The District agrees to keep all testing results confidential, pursuant to State and Federal law.

Section 16.4. The District shall pay for the cost of all drug and alcohol testing for bargaining unit employees which is required by law or as a condition of employment or continued employment.

Section 16.5. The District shall compensate employees at their regular rate of pay (or overtime rate, if applicable) for all hours spent in required testing procedures, including travel time (and mileage if the employee is required to drive a personal vehicle to a testing site outside of Forks).

Section 16.6. Employees shall suffer no loss of pay for scheduled hours (runs or trips) which are missed due to required participation in drug and/or alcohol testing procedures.

Section 16.7. Any discipline related to positive drug or alcohol tests shall be subject to the terms of Article XI (Discipline and Discharge); to the terms of Article XIV (Grievance Procedure); and any other applicable terms of this Collective Bargaining Agreement.

ARTICLE XVII

TERM AND SEPARABILITY OF PROVISIONS

Section 17.1. The term of this Agreement shall be from September 1, 2009 to August 31, 2012.

Section 17.2. This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. On or about April 15, 2010, at the option, of the Association, Schedule A shall be reopened to negotiate enhancements in longevity steps on Schedule A. Should legislation be passed which impacts any Article or Section of this Agreement, any such Article or Section may be reopened at the request of either party.

Section 17.3. 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 17.4. Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

Section 17.5. In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 17.2.

S I G N A T U R E P A G E

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON

QUILLAYUTE VALLEY CHAPTER

BY:_____
Marilyn Cook, Co-Chapter President

BY:_____
Tami Shaner, Co-Chapter President

DATE:_____

QUILLAYUTE VALLEY SCHOOL DISTRICT

BY:_____
Diana Reaume, Superintendent

DATE:_____

School Board Members:

_____
Chairperson, School Board

_____

_____

_____

_____

Quillayute Valley School District

PSE of Quillayute Valley

Schedule A

September 2009 - August 2010

General Job Classification & Position Title	0-5 Years	6-10 Years	11-15 Years	16-20 Years	21+ Years
Transportation					
Bus Driver	$15.16	$15.50	$15.83	$16.14	$16.46
Bus Mechanic	$20.14	$20.48	$20.79	$21.11	$21.45
Bus Service	$16.01	$16.35	$16.68	$17.00	$17.32
Motor Pool Attendant	$15.16	$15.49	$15.81	$16.13	$16.45
One-Step Schedule					
Transportation Coordinator	$23.50				
Shop Foreman	$23.50				
Substitutes/Probationary					
Bus Driver	$15.16				
Bus Mechanic	$18.12				
Bus Service	$14.42				
Motor Pool Attendant	$13.65				