

COLLECTIVE BARGAINING AGREEMENT BETWEEN
MONROE SCHOOL DISTRICT
AND
PUBLIC SCHOOL EMPLOYEES OF MONROE
OFFICE PERSONNEL

AUGUST 1, 2009 - JULY 31, 2011

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

5 **Section 1.3. Job Descriptions.** The District agrees to provide job descriptions for all positions
6 covered by this Agreement to the President of the local chapter. Job descriptions that are added or
7 changed by the District, reflecting changes impacting the hours, wages, and working conditions of the
8 employees under the scope of this Agreement will be made available to the President of the local
9 chapter in advance of implementation.
10

11 **Section 1.3.1.** Job descriptions in effect on the date of implementation of this Agreement shall be the
12 basis for all future consultations and/or negotiations regarding additions or changes of job descriptions.
13

14 **Section 1.3.2.** The parties agree to consult on substantial job description changes impacting hours,
15 wages and working conditions upon the request of either party.
16

17 **Section 1.3.3.** District job descriptions shall be clearly identifiable by either numerical code or date of
18 adoption.
19

20 **Section 1.3.4.** The parties agree to initiate a systematic review of job descriptions at no longer than
21 three year intervals.
22

23 **Section 1.4.** The bargaining unit to which this Agreement is applicable shall consist of all Office
24 Personnel employed by the Monroe School District, except for the Superintendent's Administrative
25 Assistant, the Technicians in the Personnel Office, the Secretary in the Fiscal Services Office, and
26 the grandfathered Payroll/Benefit Specialist.
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30 **ARTICLE II**

31 **RIGHTS OF THE EMPLOYER**

32 **Section 2.1.** Neither this Agreement nor the act of meeting and negotiating shall be construed to be a
33 delegation to others of the policy making authority of the Employer Board, which authority the
34 Employer Board specifically reserves unto itself. The management of the Employer and the direction
35 of the work force is vested exclusively in the Employer subject to the terms of this Agreement. All
36 matters not specifically and expressly covered or treated by the language of this Agreement may be
37 administered by the Employer in accordance with such policy or procedure as the Employer from time
38 to time may determine. Management prerogatives shall not be deemed to exclude other management
39 rights not herein specifically enumerated. Management officials retain the right and obligation,
40 according to Employer Board policy, to do the following: direct employees covered by this
41 Agreement; hire, promote, retain, transfer, and assign employees; suspend, discharge, demote, or take
42 other disciplinary action against employees; release employees from duties because of lack of work or
43 for other legitimate reasons; determine the method, number, and kinds of personnel by which
44 operations undertaken by employees in the unit are to be conducted; and designate the work to be
45 performed by the employee or others; and the places where, and the manner in which, it is to be
46 performed.
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2 **Section 2.2.** The right to make reasonable rules and regulations shall be considered acknowledged
3 functions of the District. In making rules and regulations relating to wages, hours, terms, and
4 conditions of employment of the members of the District, the District shall
5 give due regard and consideration to the rights of the Association and the employees and to the
6 obligations imposed by this Agreement.
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8 **Section 2.3.** Adjustments to the calendar may be made by the District, after consultation with P.S.E.,
9 in the event of an emergency and in order to satisfy the one hundred eighty (180) day student year
10 requirement.
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14 **ARTICLE III**

15 **RIGHTS OF EMPLOYEES**

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18 **Section 3.1.** It is agreed that all employees subject to this Agreement shall have and shall be protected
19 in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the
20 Association. The freedom of such employees to assist the Association shall be recognized as
21 extending to participation in the management of the Association, including presentation of the views of
22 the Association to the Board of Directors of the District or any other governmental body, group, or
23 individual. The District shall take whatever action required, or refrain from such action, in order to
24 assure employees that no interference, restraint, coercion, or discrimination is allowed within the
25 District to encourage or discourage membership in any employee organization.
26

27 **Section 3.2.** Each employee shall have the right to bring matters of personal concern to the attention
28 of appropriate Association representatives and/or appropriate officials of the District. Normally, the
29 first step is to confer with the immediate supervisor.
30

31 **Section 3.3.** Employees subject to this Agreement have the right to have Association representatives
32 or other persons present at discussions between themselves and supervisors or other representatives of
33 the District as hereinafter provided.
34

35 **Section 3.4.** Each employee reserves and retains the right to delegate any right or duty contained in
36 this Agreement, exclusive of compensation for services rendered, to appropriate officials of the
37 Association.
38

39 **Section 3.5.** Neither the District nor the Association shall illegally discriminate against any employee.
40

41 **Section 3.6. Personnel Files.** There shall be only one (1) official personnel file for each employee.
42 This file shall be kept in the District administration office. Each employee shall have the right upon
43 request, and after making an appointment with the personnel administrator, to review the contents of
44 his/her official personnel file. The review shall be made in the presence of the administrator
45 responsible for the safekeeping of these files, or his designee. During the review, employees shall be
46 allowed to copy any material therein and shall be permitted to make a written inventory of material
47 and, on request, have such inventory signed and dated by a representative of the administration.
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2 **Section 3.6.1.** Each employee shall be provided a copy of all material placed in his/her personnel file
3 within five (5) days of its insertion. An employee may attach comments to any material that is a part
4 of the personnel file. Except for material that relates to student health and/or safety, no derogatory
5 material shall remain in an employee's file for more than two (2) years from the date of entry unless a
6 continuation of the same type of problem is shown in the file within the two (2) year period.
7

8 **Section 3.6.2.** Any legitimate complaint made against an employee by any parent, student, or other
9 person, will be called to the attention of the employee. Any complaint not called to the attention of the
10 employee may not be used as the basis for any disciplinary action against the employee.
11

12 **Section 3.6.3.** An employee may attach a short, concise statement of his/her own written position on
13 any item placed in the personnel file.
14

15 **Section 3.6.4.** Upon request by the employee, the Personnel Administrator shall sign an inventory
16 sheet to verify contents of a personnel file at the time of inspection by the employee.
17

18 **Section 3.7. EVALUATION.**

19

20 **Section 3.7.1.** A new employee's immediate supervisor will meet with the employee within thirty (30)
21 days of his/her hire date to review job responsibilities within the job description.
22

23 **Section 3.7.2.** Employees within the bargaining unit may be evaluated at any time; however, they
24 shall be formally evaluated at least once annually, no later than ten (10) days prior to the end of their
25 work year.
26

27 **Section 3.7.3.** If an employee's performance is judged to be unsatisfactory, the immediate supervisor
28 shall arrange a conference with the employee. The conference shall occur within ten (10) working
29 days of the employee's notification of unsatisfactory performance. The immediate supervisor shall
30 discuss and reduce to writing specific items of concern and prepare a performance improvement
31 program.
32

33 **Section 3.7.4.** Employees judged unsatisfactory shall meet with the immediate supervisor regularly to
34 review the employee's performance regarding identified deficiencies and the performance
35 improvement program.
36

37 **Section 3.7.5.** It is agreed between the Association and the District that an employee may be removed
38 from the performance improvement program at any time performance deficiencies are corrected, or
39 that the employee may be terminated at any time during the performance improvement program for
40 failure to correct performance deficiencies. There is no specific length of time associated with a
41 performance improvement program.
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43 **Section 3.7.6.** Alleged violations of the evaluation procedures shall be subject to the provisions of the
44 grievance procedure. The content of the evaluation is not subject to grievance.
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3 **Section 3.7.7.** In circumstances where factors in the workplace would interfere with an employee's
4 ability to successfully complete the performance improvement program, the District may, at its option,
5 transfer the employee to a similar position in a different workplace.
6

7 **Section 3.8.** The Monroe School District shall reimburse or repair the damage to an employee's
8 personal vehicle should such damage occur during the normal office personnel workday; and
9 PROVIDED such loss occurred on school property in an area assigned for office personnel parking.
10 Any loss to the vehicle will be paid PROVIDED the loss is not the result of the employee's failure to
11 take reasonable preventive measures. The District shall pay for loss under this section on a one (1)
12 time basis per employee, each academic year, up to a maximum of one hundred (\$100.00) dollars or
13 twenty-five percent (25%) of the valued loss, which cannot exceed a total District payment of \$100.00.
14 Claims submitted for reimbursement under this section must be completed on proper District forms
15 and shall include valid and documented evidence to support the employee's position.
16

17 18 ARTICLE IV

19 20 **RIGHTS OF THE ASSOCIATION**

21
22 **Section 4.1.** The Association has the duty and responsibility to represent the interests of all employees
23 in the unit, without regard to membership in the Association; to present its views to the District on
24 matters of concern, either orally or in writing; to consult or to be consulted with respect to grievance
25 procedures and collective negotiations on personnel matters, including wages, hours, and working
26 conditions which may be peculiar to the bargaining unit, except that by such obligation neither party
27 shall be compelled to agree to a proposal or be required to make a concession unless otherwise
28 provided by the Collective Bargaining Act.
29

30 **Section 4.2.** The President of the Association shall be promptly notified by the District of any
31 disciplinary action taken against any Association member.
32

33 **Section 4.3.** A copy of this Agreement will be included as part of the general information provided to
34 new employees, to be furnished to the District by the Association.
35

36 **Section 4.4.** The Association reserves and retains the right to delegate any right or duty contained
37 herein to appropriate officials of the Public School Employees of Washington State Organization.
38

39 **Section 4.5.** The President of the Association and/or designated representatives will be provided time
40 off without loss of pay to a maximum of six (6) days per year to attend regional or State meetings.
41

42 **Section 4.6.** On or before the first day of November of each year during the terms of this Agreement,
43 the District shall provide the President of the Association with information regarding each employee in
44 the Association, limited to that information currently stored in the personnel system.
45

46 **Section 4.6.1.** The Association and its individual members agree to indemnify and hold the District
47 harmless from all claims arising from the release to the Association President of the data specified in
48 Sections 4.2 and 4.6 above.

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3 **Section 4.7.** Representatives of the Association must make their presence known to the District and
4 then shall have access to District premises during business hours to meet with District employees,
5 provided no conferences or meetings between employees and Association representatives will in any
6 way hamper or obstruct the normal flow of work.
7

8 **Section 4.8. Bulletin Boards.** The District shall provide bulletin board space in each school or work
9 site for the use of the Association for Association business. The bulletins posted by the Association
10 are the responsibility of the officials of the Association. Each bulletin shall be signed by the
11 Association official responsible for its posting. Unsigned notices or bulletins may not be posted.
12 There shall be no other distribution or posting by employees or the Association of pamphlets,
13 advertising, political matters, notices of any kind, or literature on District property, other than herein
14 provided. Copies of all general membership bulletins, notices, memorandum, etc., posted on bulletin
15 boards shall be sent to the Superintendent and Assistant Superintendent.
16

17 **Section 4.8.1.** The responsibility for the prompt removal of notices from the bulletin boards after they
18 have served their purpose shall rest with the individual who posted such notices.
19

20 **Section 4.9.** The District shall allow Association meetings in school facilities upon reasonable
21 request, after working hours and at no cost to the District.
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25 ARTICLE V

26 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

27
28 **Section 5.1.** It is agreed and understood that matters appropriate for consultation and negotiation
29 between the District and the Association are the effects of hours, wages, grievance procedures, and
30 general working conditions of employees in the bargaining unit subject to this Agreement.
31
32

33 **Section 5.2.** It is further agreed and understood that the District will consult with the Association, and
34 meet with the Association upon its request, in the formulation of any changes being considered in
35 hours, wages, and working conditions.
36

37 **Section 5.3.** The Association will, from time to time, as appropriate, be advised of current and
38 predicted workload information. The parties agree that two (2) weeks shall be the minimum lead time
39 regarding work load information.
40

41 **Section 5.4.** The parties authorize the Labor Management Conference Committee to make editorial
42 changes to the language of Article IX to enable consistency with language ratified by Monroe PSE
43 and/or the Monroe Education Association.
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3 **ARTICLE VI**
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5 **ASSOCIATION REPRESENTATION**
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7 **Section 6.1. Conference Committee.** The Association will designate a Conference Committee
8 comprised of the Association President or Vice President and designated representatives. The
9 Conference Committee will meet with the Superintendent of the District and/or the Superintendent's
10 representatives on a mutually agreeable basis to discuss appropriate matters.
11

12 **Section 6.2.** When formal meetings are held pursuant to Section 6.1, formal minutes shall be prepared
13 upon request of either party.
14

15 **Section 6.3.** Time during working hours without loss of time or pay will be allowed Association
16 representatives for attendance at meetings with the District. Time, on a mutually agreeable basis, will
17 also be allowed for representatives to discuss appropriate matters directly related to work situations in
18 their area.
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22 **ARTICLE VII**
23

24 **HOURS OF WORK AND OVERTIME**
25

26 **Section 7.1. Workweek.** The normal workweek is Monday through Sunday, beginning and ending at
27 midnight Sunday.
28

29 **Section 7.2. Shift Assignment.** Each employee shall be assigned to a regular shift during the
30 workweek, at the beginning of each work year, which shall not be changed without prior notice to the
31 employee of two (2) calendar weeks. The District may change an employee's shift and/or workweek,
32 without the two (2) weeks notice, with the prior approval of the employee or as a result of a bona fide
33 emergency as determined by the District.
34

35 **Section 7.3. Lunch And Rest Period.** All work shifts of more than four (4) hours shall have an
36 uninterrupted lunch period of thirty (30) minutes. Each regular work shift shall consist of eight and
37 one-half (8½) hours, including a thirty (30) minute uninterrupted lunch period. Each four (4) hour
38 work segment shall include a ten (10) minute rest period, except that, employees working six (6) or
39 more hour shifts shall include two 10-minute rest periods.
40

41 **Section 7.4.** Employees required to work through their regular lunch periods will be given time to eat
42 at a time agreed upon by the employee and supervisor. In the event the District requires an employee
43 to forego a lunch period and the employee works the entire shift, including the lunch period, the
44 employee shall be compensated for the foregone lunch period at the employee's overtime hourly rate or
45 appropriate compensatory time.
46

47 **Section 7.5. School Closures.** In the event of an unusual school closure due to inclement weather,
48 plant inoperation, or other emergency, the District will make every effort to notify affected employees.

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3 **Section 7.6. Callback Procedures.** Employees called back on a regular work day, or called on the
4 sixth (6th) or seventh (7th) consecutive work day, shall receive no less than two (2) hours pay at the
5 appropriate rate, and if more than four (4) hours are worked under such circumstances, the employee
6 shall receive a minimum eight (8) hours pay and an appropriate lunch period. Callback procedure shall
7 not apply to overtime worked contiguous with the regular work shift.
8

9 **Section 7.7. Overtime.** In the assignment of overtime, the District agrees to provide the employee
10 with as much advance notice as practicable in the circumstances. Normally, employees designated to
11 work overtime on days outside their regular workweek will be advised of the possibility no later than
12 twenty-four (24) hours prior to the end of the last shift before the overtime commences. Overtime
13 assignments must have the prior approval of the supervisor.
14

15 **Section 7.7.1.** Employees, working in excess of forty (40) hours per week or Saturday or Sunday shall
16 be compensated at the rate of one and one-half (1½) times the employee's base pay for all hours so
17 worked.
18

19 **Section 7.7.2.** Employees may initiate a flextime request to use Saturday, Sunday, or a holiday work
20 time for hours not worked earlier in the current week. All such requests must have the supervisor's
21 approval but may not be initiated by the supervisor. A request for flextime must be related to
22 inclement weather conditions or other extenuating circumstances. The flexible hours worked will be at
23 the regular rate of pay unless such time exceeds forty (40) work hours for the week.
24

25 **Section 7.8.** Each employee shall be notified by July 1st of their anticipated calendar, including days
26 and hours of employment, their work location(s) and their first reporting day for the subsequent school
27 year. Major changes from the previous school year shall be communicated to the Association
28 President.
29

30 **Section 7.9. Compensatory Time.** An employee may, at his/her option, request compensatory time
31 off in lieu of overtime compensation or payment for hours worked beyond the employee's normal work
32 shift. Compensatory time, if granted, may be accumulated; provided, however, that records shall be
33 maintained and the employee will be provided an opportunity to expend the accumulated time within
34 their current work year. The District shall compensate employees for all accumulated compensatory
35 time, at the appropriate rate, not expended within their normal work year. Accumulated compensatory
36 time may not be carried over from year to year. The District shall not solicit employees to accept
37 compensatory time in lieu of other compensation. Compensatory time in lieu of overtime as provided
38 in this Article shall be accrued at the rate of one and one-half (1½) hours for each hour worked.
39 Employees shall not volunteer for work in any assignment in which they would normally receive
40 compensation.
41

42 All time worked beyond an employee's scheduled shift must have prior approval.
43

44 **Section 7.10.** Employees requested to work a position assignment regularly filled by a higher paid
45 classification employee shall receive, in addition to their normal compensation, fifty cents (\$0.50) per
46 hour so long as that does not exceed the permanent placement rate. If the employee works in the
47 position continuously for more than three (3) consecutive weeks, the employee will be compensated
48 beginning the fourth (4th) week in the position at the rate he/she would receive if permanently placed in

1 the higher classification.

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3 **ARTICLE VIII**

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5 **HOLIDAYS AND VACATIONS**

6
7 **Section 8.1. Holidays.** All employees shall receive the following paid holidays that fall within their
8 work year:

- | | | | | | | | |
|---|--------------------------------|----|--------------------------------|----|----|----|----|
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| | 1. New Year's Day | | 7. Veterans' Day | | | | |
| | 2. Martin Luther King, Jr. Day | | 8. Thanksgiving Day | | | | |
| | 3. Presidents' Day | | 9. Day after Thanksgiving | | | | |
| | 4. Memorial Day | | 10. Day before Christmas | | | | |
| | 5. Independence Day | | 11. Christmas Day | | | | |
| | 6. Labor Day | | 12. Day before New Year's Day* | | | | |

17 *For employees working 1,680 or more hours effective with the 1997-98 school year.

18
19 **Section 8.1.2.** When a holiday falls on Saturday, the preceding Friday shall be observed as the
20 holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

21
22 **Section 8.2. Vacations.** Upon completion of the first through the fifth year of employment with the
23 District, employees shall be granted ten (10) days paid vacation per year. All vacation shall be based
24 on a full-time 2,080 F.T.E., with less than 2,080 hour employees receiving a prorated amount of paid
25 vacation.

26
27 **Section 8.2.1.** During the first year of employment, vacation shall be prorated. After the fifth year of
28 employment, paid vacation shall be granted as follows:

29	30 <u>Years of Completed Service</u>	31 <u>Days of Vacation</u>
32	6	11
33	7	12
34	8	13
35	9	14
36	10	15
37	11	16
38	12	17
39	13	18
40	14	19
41	15	20
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44 **Section 8.2.2.** Time on layoff and time on authorized leave of absence will be counted as continuous
45 service for the purpose of establishing and retaining eligibility dates.

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3 **Section 8.2.3.** Except as provided in the following sections, any vacation credit currently due but
4 unused by the new accrual date each year may be carried over for one (1) year following the accrual
5 date with the approval of the immediate supervisor and administration. No vacation may be carried
6 over for more than one (1) year beyond the date on which it became due; provided, however, no
7 employee shall be denied accrued vacation benefits due to District employment needs. A specific
8 vacation shall not exceed the employee's one year's yearly accrual unless approved by the
9 Superintendent or his designee.

10
11 **Section 8.2.3.1.** Twelve (12) month employees may annually cash in five (5) days of vacation at their
12 own rate of pay.

13
14 **Section 8.2.4.** All paid vacation shall be prorated based on 2,080 annual work hours and the
15 employee's hourly rate of pay in August of each year.

16
17 **Section 8.2.5.** Payment for vacation for less than twelve (12) month employees shall be made in
18 twelve (12) equal installments beginning in August of each year.

19
20 **Section 8.3.** Any employee who is discharged or who terminates employment shall receive payment
21 for unused accrued vacation credit with their final paycheck. The District shall have the right to deny
22 payment for unused accrued vacation credit to those employees discharged for disciplinary reasons to
23 the extent of the District's right to be reimbursed for expended but unearned sick leave, or other
24 demonstrable costs.

25 26 27 28 **ARTICLE IX**

29 30 **LEAVES**

31
32 **Section 9.1. Annual Leave.** Each employee who works at least 180 work days shall be granted
33 twelve days of annual leave per year based on the employee's average of assigned hours per day.
34 Employees who work less than 180 days or less than full time shall receive a pro-rated number of
35 hours. Leave not taken shall accumulate from year to year.

36
37 **Section 9.1.1.** Annual leave may be used for the following:

- 38
39 1. Personal illness or injury of the employee
40 2. Doctor/dentist appointments for the employee
41 3. Family illness or injury. Family includes children under 18 years of age, spouse, parent or parent-
42 in-law or a permanent member of the employee's household.

43
44 **Section 9.1.2.** Any employee absent for more than five consecutive workdays or for more than ten
45 days in any work year may be required to provide a physician's verification for the absences.

46
47 **Section 9.1.3.** An employee using annual leave for family illness or injury may be required to provide
48 a physician's verification for the absences. If more than three days of annual leave are needed for

1 family illness or injury, the employee must have the approval of the superintendent/designee.

2
3 **Section 9.1.4.** State approved annual buy back programs for accumulated annual leave shall be
4 available to all eligible employees for annual buy back and for cash out upon death or retirement.

5
6 **Section 9.1.5.** For those employees who are hourly workers, illness/injury benefits shall be paid on the
7 basis of the base hourly rate applicable to the employee's assigned hours at the time of the
8 injury/illness.

9
10 **Section 9.1.6.** Starting with the fifth consecutive day of absence, the employee who qualifies for
11 FMLA leave shall be placed on FMLA leave.

12
13 **Section 9.1.7.** A release to return to work from the physician may be required depending on the nature
14 of the illness or injury.

15
16 **Section 9.1.8. Industrial Insurance.** In the event employees are absent for reasons which are
17 covered by worker's compensation, the District shall pay the employee an amount equal to the
18 difference between the amount paid the employee by worker's compensation and the amount the
19 employee would normally earn. A deduction shall be made from the employee's accumulated illness
20 and injury leave in accordance with the amount paid to the employee by the District.

21
22 **Section 9.2. Emergency Leave.** An emergency is defined for purposes of this leave as a suddenly
23 precipitated situation involving the employee or the employee's spouse, child or parents which is of
24 such a nature that preplanning was not possible or where preplanning would have relieved the
25 necessity for the employee's absence. The situation cannot be one of minor importance or of mere
26 personal convenience but must be of a serious emergency nature.

27
28 **Section 9.2.1.** Emergency leave must be approved by the superintendent/designee.

29
30 **Section 9.2.2.** Emergency leave shall be deducted from the employee's annual leave. Should the
31 employee have no annual leave, then the emergency leave shall be deducted from the employee's
32 personal leave then his/her vacation leave. If the employee has exhausted all available leave, then
33 emergency leave shall be unpaid leave (salary deduction).

34
35 **Section 9.3. Bereavement Leave.** Bereavement leave days will be granted as defined below,
36 provided one of the bereavement leave days includes the day of the funeral. Additional bereavement
37 leave days, in excess of the days allocated according to this section, shall be considered and may be
38 granted at the discretion of the Superintendent or his designee. Bereavement leave is non-cumulative.

39
40 **Section 9.3.1.** Up to five days for the death of the employee's spouse, child, parent or step parent.

41
42 **Section 9.3.2.** Up to three days for the death of the employee's immediate family - sister, brother,
43 grandchild, grandparents, father-in-law, mother-in-law, permanent member of the employee's
44 household, or a person of whom the employee is the sole financial support.

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Section 9.3.3. One day for the death of the employee’s in-laws (son, brother, daughter, sister).

Section 9.3.4. Bereavement leave as noted above must include the day of the funeral.

Section 9.3.5. Additional days for bereavement may be granted by the superintendent/designee.

Section 9.3.6. Bereavement leave shall not be deducted from any employee leave benefits.

Section 9.4. Absenteeism. Authorized absence will consist of only the items so designated in writing in this Agreement or reasons mutually agreed upon by the employee and the District. Employees claiming sick leave benefits due to illness for more than five (5) consecutive days must submit a written statement from a physician which states the reason(s) of the absence and any reason(s) for a continued absence. Two (2) or more unexcused absences shall be a reason for the employee’s discharge.

Section 9.5. Parental Leave. Covered under parental leave are maternity leave, paternity leave, adoptive leave and child care leave.

Section 9.5.1. Maternity leave shall be dictated by the employee’s physician including leave prior to and after the birth of the child. Maternity leave shall be deducted from the employee’s available annual leave and shall be counted as FMLA leave for eligible employees.

Section 9.5.2. Paternity leave shall be granted upon the birth of the employee’s child. Paternity leave shall be deducted from the employee’s available leave(s) and shall be counted as FMLA leave for eligible employees. For employees not eligible for FMLA leave, paternity leave shall be limited to 15 days in the 12 month period immediately following the birth of the child and shall be deducted from the employee’s available leave(s).

Section 9.5.3. Adoptive leave shall be granted eligible employees under FMLA guidelines. For employees not eligible for FMLA leave, adoptive leave shall be limited to 15 days in any 12 month time period and may be used for court/legal proceedings, home study or other processes related to the adoption of the child as well as care of the child upon placement. Adoptive leave shall be deducted from the employee’s available leave(s).

Section 9.5.4. Childcare leave shall be granted upon the birth/adoption of a child for the period of time requested by the employee not to exceed 12 months. When possible, childcare leave shall be arranged at least 30 days in advance. The beginning and ending dates of the childcare leave shall be determined by the Executive Director, Personnel Services after consultation with the employee and the site administrator. Childcare leave is unpaid leave. FMLA guidelines shall be followed for eligible employees.

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3 **Section 9.5.5.** In addition to FMLA (12 weeks of unpaid leave), maternity leave shall adhere to the
4 Washington pregnancy disability (6 weeks or as doctor directed of unpaid leave for the disability phase
5 of the pregnancy and childbirth) guidelines.
6

7 **Section 9.6. Judicial Leave.** In the event an employee is summoned to serve as a juror, or appear as
8 a witness in court, or is named as a co-defendant with the District, such employee shall receive a
9 normal day's pay for each day of required presence in court; provided, however, that any compensation
10 received for such service shall be paid to the District. Such repayment shall not exceed the employee's
11 normal daily pay. In the event that an employee is a party in a court action, such employee may
12 request a leave of absence.
13

14 **Section 9.7. Personal Leave.** Three (3) additional days per year (of which one day requires prior
15 approval) shall be granted with no loss of pay. Personal leave is noncumulative and shall not be
16 deducted from illness and injury leave. Personal leave shall be utilized for personal and private
17 matters not of a social or recreational nature that cannot be accomplished outside the employee's
18 assigned shift. Upon return from personal leave, or during the process of obtaining prior approval, the
19 employee shall attest that the reason for the leave meets the criteria set forth in this section.
20

21 **Section 9.7.1.** Personal leave may not be taken on days immediately prior to or following vacations,
22 holidays, or other non-school days, during the first or last week of the school year, or to extend any
23 other paid or unpaid leave days. Personal leave must be taken in one-half (½) or full day increments if
24 a substitute is normally required and no more than five percent (5%) of the bargaining unit may be
25 granted leave on the same day.
26

27 **Section 9.7.2.** Employees shall be reimbursed a stipend equal to one (1) day of regular salary for each
28 full day of personal leave not used during the school year, to a maximum of two (2) days. The stipend
29 shall be paid in August. The President of the Association shall be provided an annual report showing
30 the reimbursement amount to bargaining unit members.
31

32 **Section 9.8. Leave Of Absence.**

33
34 **Section 9.8.1.** An employee may be granted a leave of absence for a period not to exceed one (1) year
35 due to extended illness or medical reasons. To request a leave of absence, the employee shall submit a
36 letter to the supervisor stating the reason for the leave of absence and the anticipated length of time the
37 employee is asking for approved leave. To be granted, this leave must be recommended by the
38 immediate supervisor and Personnel Services and approved by the Board of Directors.
39

40 **Section 9.8.1.1.** The leave of absence shall be without compensation.
41

42 **Section 9.8.1.2.** Under exceptional conditions, the Board of Directors may extend the leave of absence
43 one additional year.
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3 **Section 9.8.1.3.** An employee returning to work from a leave of absence not exceeding six (6) months
4 will be assigned to the position occupied before the leave of absence, provided the employee returns
5 within the time specified in the leave of absence. Employees returning after six (6) months will be
6 assigned to the same or similar position.
7

8 **Section 9.8.1.4.** A temporary employee hired to fill a position held by an employee on leave of
9 absence will be subject to all rights and duties contained in this Agreement, except that seniority rights
10 shall not accrue nor apply. If said employee is retained, following the temporary assignment, he/she
11 will be subject to all rights and duties contained in this Agreement retroactive to the hire date.
12

13 **Section 9.8.1.5.** The employee will retain accrued illness and injury, vested vacation rights, and
14 seniority rights while on leave of absence. However, vacation credits, illness and injury, and seniority
15 shall not accrue while the employee is on leave of absence.
16

17 **Section 9.8.1.6. Family and Medical Leave Act.** The District agrees to implement the Family and
18 Medical Leave Act (FMLA) for eligible employees per Board Policy 3701. Leave provided under the
19 FMLA shall be coordinated with any other Board of Directors approved leave of absence.
20

21 **Section 9.8.2.** An employee returning to work from a leave of absence will be assigned to the position
22 occupied before the leave of absence, provided the employee returns within the time specified in the
23 leave of absence. In the event the previously held position does not exist, the employee will be
24 assigned to a position substantially equal (hours and wages) subject to Article X. An employee hired
25 to fill a position held by an employee on leave of absence will be subject to all rights and duties
26 contained in this Agreement.
27

28 **Section 9.8.3.** The employee will retain accrued illness and injury, vested vacation rights, and
29 seniority rights while on leave of absence. However, vacation credits, illness and injury, and seniority
30 shall not accrue while the employee is on leave of absence.
31

32 **Section 9.9. Extended Personal Leave of Absence.** An employee may request an Extended Personal
33 Leave of Absence for a period of time not to exceed six (6) months. The request must have the prior
34 approval of the supervisor, the Personnel Services Office and be approved by the Board of Directors
35 before commencing. The Board of Directors shall consider each request individually and is under no
36 obligation to approve the leave request. Requests for an Extended Personal Leave of Absence denied
37 by the Board of Directors are not grievable.
38

39 **Section 9.9.1.** An Extended Personal Leave of Absence may be extended for an additional six (6)
40 months with Board approval.
41

42 **Section 9.9.2.** An Extended Personal Leave of Absence is leave without compensation. The employee
43 is responsible for making payments for medical premiums if they desire continued medical coverage
44 while on leave.
45

46 **Section 9.9.3.** An employee returning to work from an Extended Personal Leave of Absence not
47 exceeding six (6) months will be assigned to the position occupied before the leave.
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Section 9.9.4. A person returning to work from an Extended Personal Leave of Absence longer than six (6) months shall not be guaranteed the same position, but shall be placed in a similar position. If no position is readily available, the person will continue on leave without pay and be given the next available or similar position.

Section 9.9.5. A temporary employee hired to fill a position held by an employee on an Extended Personal Leave of Absence will be subject to all rights contained in this Agreement, except that seniority rights shall not accrue or apply. If the temporary employee is hired after six (6) months, they will be subject to all rights contained in this Agreement retroactive to the hire date.

Section 9.9.6. The employee on leave will retain accrued illness and injury leave, vested vacation, and seniority rights while on leave of absence. However, vacation credits, illness and injury, and seniority shall not accrue while the employee is on the Extended Personal Leave of Absence.

Section 9.10. Attendance Incentive Program. The District agrees to implement the provisions of RCW 28A.58.096 and WAC 392-136, the Attendance Incentive Program, and to adhere to any provisions of this law as changed by the Legislature or court decisions. This law is implemented in District Policy #3700.

Section 9.11. Shared Leave. An employee may transfer leave to another employee as defined in RCW 28.58.099, Section 2, and in District Policy 3701.

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1. Hire Date. 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 10.1.1. The term continuous daily employment shall not exclude employees assigned to a regular intermittent schedule. Employees assigned to such an intermittent schedule shall be entitled to all benefits of five day a week employees based upon prorated weekly scheduled hours.

Section 10.2. Probationary Status. Each new hire shall remain in a probationary status for ninety (90) days of actual work. During the probationary period, the District may discharge such employee at will. Sections 11.1, 11.1.1., and Article XV do not apply to discharged probationary employees.

Section 10.2.1. Employees who have completed the initial probationary period and are promoted to a higher rated position shall serve a probationary period of forty days of actual work. Failure to successfully complete this probationary period shall result in return to the position previously occupied, unless the employee was dismissed for gross misconduct. Employees may only grieve their return to the previous position to the extent that the District action was arbitrary or capricious.

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3 **Section 10.3.** Upon completion of the probationary period, the employee will be subject to all rights
4 and duties contained in this Agreement.

5
6 **Section 10.4.** The seniority rights of an employee shall be lost for the following reasons:

- 7
8 A. Resignation;
9 B. Discharge for any reason contained in this Agreement;
10 C. Retirement; and
11 D. Change in job classification within the bargaining unit, as hereinafter provided.

12
13 **Section 10.5.** Seniority rights shall not be lost for the following reasons, without limitation:

- 14
15 A. Time lost by reason of industrial accident, industrial illness, or judicial
16 leave;
17 B. Time on leave of absence granted for the purpose of serving in the Armed
18 Forces of the United States;
19 C. Time spent on other authorized leaves;
20 D. Time spent in layoff status as hereinafter provided; or
21 E. Change in job classification within the bargaining unit, as hereinafter
22 provided.

23
24 **Section 10.6.** Seniority rights shall be effective within the bargaining unit.

25
26 **Section 10.6.1.** In any case where seniority is equal, the employee with the earliest hire date will have
27 "seniority." Ties will be broken by lot, unless the issue was previously determined.

28
29 **Section 10.7. Application Of Seniority.**

30
31 **Section 10.7.1.** The employee with the earliest hire date shall have absolute preferential rights
32 regarding vacation periods.

33
34 **Section 10.7.2.** The employee with the earliest hire date shall have preferential rights regarding
35 promotions, assignment to new or open jobs or positions, overtime within the work area/building on a
36 rotating basis, workweek assignment, hours of work within positions, shift selection, and layoffs when
37 ability, knowledge, skills, and performance are substantially equal with junior or new employees. If
38 the District determines that seniority rights should not govern because a junior or new employee
39 possesses ability, knowledge, skills, or performance greater than a senior employee, the District shall,
40 upon request of the bypassed employee, set forth in writing to the employee and the P.S.E. president,
41 its reasons why the senior employee was bypassed.

42
43 **Section 10.7.3.** District utilization of tests and/or interviews to evaluate ability, knowledge, skills and
44 performance shall be relevant to the position under consideration.

45
46 **Section 10.7.4.** Upon application for new or open positions, employees with test scores older than one
47 (1) year may elect to retake any/all tests required for such positions.

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3 **Section 10.7.5.** In the event of job abolition which may or may not be part of an overall reduction in
4 force the following process will be utilized:

- 5
6 A. No person may exercise any bump to obtain a higher level. All bumping shall be lateral or
7 downward.
8
9 B. In the event of job reductions at a work site, the positions retained will be based upon the needs of
10 the school or job site.
11
12 C. Displaced employees shall be offered equivalent employment, if it exists and they are qualified to
13 perform the duties. Employees offered equivalent employment in a new or vacant position shall
14 not be eligible to bump.
15
16 D. If no equivalent vacant position exists, the employee may invoke bumping rights. The District
17 shall select the position occupied by the least senior person filling a position for which the senior
18 employee is qualified for bumping. Any person bumped by a senior employee shall be treated as
19 displaced and subject to the same process.
20
21 E. An employee may opt to select a position with fewer hours or a lower classification in lieu of
22 exercising bumping rights.
23

24 **Section 10.8. Posting Open Positions.** The District shall publicize within the bargaining unit, by
25 written posting for a minimum of five (5) days, the availability of new or open positions.
26

27 **Section 10.8.1.** A copy of the posting shall be sent to the Chapter President and posted in all
28 buildings.
29

30 **Section 10.8.2.** A principal transferring to a school opening for the first time (new building) may have
31 his/her existing secretary accompany him/her, on a voluntary basis, to the new assignment.
32

33 **Section 10.8.3.** All postings shall include a copy of the appropriate job description or a statement
34 indicating a copy of the job description is available for review in the Personnel Services Office.
35

36 **Section 10.8.4.** Employees wishing to receive postings that occur during times they are not working
37 shall leave stamped, self-addressed envelopes in the Personnel Services Office.
38

39 **Section 10.8.5.** When the new or open position has been filled by a regular employee of the District,
40 the District may determine if the resulting vacancy shall be posted or filled by an employee transfer.
41 Employees who wish to be considered for a transfer shall submit a request to the Personnel Services
42 Office.
43

44 **Section 10.9. Layoff Pool.** In the event of layoff, employees so affected are to be placed on a
45 reemployment list maintained by the District according to layoff ranking. Such employees are to have
46 priority in filling an opening in the classification held immediately prior to layoff. Names shall remain
47 on the reemployment list for two (2) years.
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4 **Section 10.10.** Employees on layoff status shall file their addresses in writing with the personnel
5 office of the District and shall thereafter promptly advise the District in writing of any change of
6 address. After twelve (12) months on layoff status, the employee shall notify the District of
7 availability of employment.
8

9 **Section 10.11.** An employee shall forfeit rights to reemployment as provided in Section 10.9 if the
10 employee does not comply with the requirements of Section 10.10, or if the employee does not respond
11 to the offer of reemployment within five (5) business days.
12

13 **Section 10.12.** An employee on layoff status who rejects an offer of reemployment forfeits seniority
14 and all other accrued benefits; provided, that such employee is offered a position substantially equal to
15 that held prior to layoff.
16

17 18 ARTICLE XI

19 20 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

21
22 **Section 11.1.** The District shall have the right to discipline or discharge an employee for justifiable
23 cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure
24 hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner
25 which will not embarrass the employee before other employees or the public. Employees shall have
26 the right to representation at any investigatory meeting relating to a potential disciplinary matter or
27 action.
28

29 **Section 11.1.1.** Prior to potential disciplinary action involving a written reprimand or greater level of
30 discipline, an investigatory meeting shall be held.
31

32 **Section 11.1.2.** The District may initiate a non-disciplinary employee transfer for legitimate District
33 business purposes through the Labor-Management Committee process. Employees who are
34 transferred will maintain their current hours and pay rate until such time as they obtain or decline an
35 equivalent position. Employees who decline a position equivalent to their former assignment will be
36 considered to have accepted their temporary assignment at the contractual level in effect.
37

38 **Section 11.2. Notification Of Discharge Or Layoff.** This section is intended to be applicable to
39 those employees whose duties necessarily imply less than twelve (12) months (excluding vacations)
40 work per year.
41

42 **Section 11.2.1.** Should the District decide to discharge or lay off any non-annual employee, the
43 employee shall be so notified in writing as soon as possible.
44

45 **Section 11.2.2.** Nothing contained herein shall be construed to prevent the District from discharging
46 an employee for acts of misconduct occurring after the expiration of the school year.
47

48 **Section 11.2.3.** Nothing contained in this section shall in any regard limit the operation of other

1 sections of this Article.
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3

4 **Section 11.2.4.** Except in extraordinary cases, and as otherwise provided in this Article, the District
5 will give employees two (2) weeks notice of intention to discharge or layoff.
6

7 **Section 11.3. Resignation Of Employees.** Failure to give the District two (2) weeks notice on a
8 voluntary or employee initiated resignation may result in the loss of accumulated fringe benefits.
9

10 11 12 **ARTICLE XII**

13 14 **INSURANCE AND RETIREMENT**

15
16 **Section 12.1.** The District and the Association agree to implement and adhere to the provisions of
17 state law regarding medical insurance.
18

19 **Section 12.2.** The District and the Association shall annually designate the available health plans prior
20 to the beginning of the open enrollment period.
21

22 **Section 12.3. Full-Time Equivalent Employees.** For the purpose of determining the District
23 contribution for approved insurance plans, a full-time equivalent employee shall be considered
24 1.0 FTE if employed for 1,440 hours annually. For all other purposes, a full-time equivalent employee
25 shall be considered 1.0 FTE only when they work 2,080 hours annually.
26

27 **Section 12.4.** Any insurance dollars distributed through pooling, resulting in an overpayment, shall be
28 refunded to the District.
29

30 **Section 12.5.** If the total monthly insurance contribution including pooling does not cover the
31 employee's insurance premiums, the District shall deduct the difference from the employee's monthly
32 salary to pay the total premium.
33

34 **Section 12.5.1.** An employee on an approved Family Medical Act Leave shall have their insurance
35 premiums paid by the District according to the provisions of Policy 3701.
36

37 **Section 12.6.** Optional insurance programs are available through the payroll deduction of an amount
38 equal to the premium of the selected program or programs.
39

40 **Section 12.7.** The District shall pay the same proportion per FTE employee towards the state required
41 retiree subsidy to the state health care authority as it does for any other bargaining unit. Any
42 additional required subsidy shall come from the state allocation for each FTE employee.
43

44 **Section 12.8. T.S.A. Programs.** All employees shall be entitled to participate in District approved
45 tax shelter annuity plans. On receipt of a written authorization by an employee, the District shall make
46 the requisite withholding adjustments and deductions from the employee's salary.
47

48 **Section 12.9.** It shall be the employee's responsibility to pay the premiums during the months they are

1 on an uncompensated approved leave. Each employee shall follow District business office procedures
2 for paying the insurance premiums for the months they are on leave.

3
4 **Section 12.10.** The District shall provide tort liability coverage for all employees subject to this
5 Agreement.

6
7 **Section 12.11. Industrial Insurance.** The District shall make required contributions for industrial
8 insurance on behalf of all employees subject to this Agreement.

9
10 **Section 12.12. Unemployment Compensation.** The District shall participate appropriately in an
11 unemployment compensation fund requisite to providing unemployment benefits for all employees
12 subject to this Agreement.

13
14 **Section 12.13. Retirement System.** In determining whether an employee subject to this Agreement
15 is eligible for participation in the Washington State Public Employees' Retirement System, the District
16 shall report all hours worked, whether straight time, overtime, or otherwise.

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20 **ARTICLE XIII**

21
22 **PROFESSIONAL DEVELOPMENT**

23
24 **Section 13.1.** Employees attending training courses required by State regulations or District policy as
25 a condition of continued employment will be paid by the District, portal-to-portal (from the
26 transportation site), at the employee's regular rate of pay, plus any fee, tuition or transportation costs.
27 Portal-to-portal times will be in accordance with times as estimated by the District. All training
28 courses must have prior District approval to qualify for payment or reimbursement of costs as
29 determined by the District. Classes requested by employees and approved by the District shall not
30 cause any loss of pay, but any payment of expenses or additional hours of compensation will be at the
31 discretion of the District.

32
33 **Section 13.2.** The District shall provide one hundred fifty dollars (\$150) per year per employee for
34 Professional Development purposes. These funds may be used for professional dues, conference,
35 seminar and workshop fees, and approved professional development materials, as mutually agreed
36 upon by the employee and the employee's supervisor. Attendance at out-of-district workshops shall be
37 limited to one employee per building on any one day and four (4) on a district-wide basis, unless an
38 exception is obtained from the District Administration. This amount shall be suspended entirely in the
39 event of double levy failure.

40
41 One-half (1/2) of the professional development funds not obligated by May 1 shall be carried over to
42 the next ensuing school year, but shall not be carried forward into any succeeding years. Allocations
43 of carry-over funds shall be determined by a committee of three (3) bargaining unit members, subject
44 to the approval of an executive director based upon the legitimate nature of the request.

45
46 **Section 13.2.1.** For the 2009-10 and 2010-11 school years, professional development carryover funds
47 shall be retained by the District and allocated to the retention of hours by PSE of Monroe OP
48 employees.

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Section 13.3. Transportation must be cleared with the District management so as to pool rides as much as possible. Paid transportation expense allowed will be for the lesser of:

- A. Normal and reasonable expenses from the District Administrative Office to the training location and return, or
- B. Normal and reasonable expenses from the employee's principal residence to the training location and return, or
- C. The District may provide transportation.

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. 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 14.2. The parties agree to a modified fair-share agreement, and in accordance with such, it is understood that each employee who is a member of the bargaining unit herein defined but is not a member of the Association, shall be liable to contribute to the Association as representation costs an amount equivalent to such dues paid by Association members.

Section 14.3. Any individual employee who objects to the provisions of Section 14.2 hereof may inform the District and the Association of the employee's objection, whereupon the employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Association membership dues to a non-religious charity as a means of satisfying the provisions of Section 14.2 hereof.

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

Section 14.5. 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.

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4 **ARTICLE XV**
5

6 **GRIEVANCE PROCEDURE**
7

8 **Section 15.1.** Grievances or complaints arising between the District and its employees within the
9 bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or
10 application of the terms and conditions of this Agreement, shall be resolved in strict compliance with
11 this Article. All days regarding the grievance procedure shall refer to "business days." A business day
12 shall mean Monday through Friday, or the days on which the District Office is regularly open,
13 exclusive of legal holidays.
14

15 **Section 15.2. Grievance Steps.**
16

17 **Section 15.2.1. Step 1.** Employees shall first discuss the grievance with their immediate supervisor.
18 If employees so wish, they may be accompanied by an Association representative at such discussion
19 and at all subsequent meetings and discussions. All grievances not brought to the immediate
20 supervisor in accordance with the preceding sentence within fifteen (15) business days of the
21 occurrence of the grievance shall be invalid and subject to no further processing. The supervisor shall
22 have five (5) business days to respond to the employee regarding the alleged grievance.
23

24 **Section 15.2.2. Step 2.** If the grievance is not resolved to the employee's satisfaction in accordance
25 with the preceding subsection, the employee has five (5) business days after talking to the supervisor
26 to move the grievance forward by putting it in writing and submitting it to the supervisor. A statement
27 of the grievance shall contain the following:
28

- 29 A. The facts on which the grievance is based;
30 B. A reference to the provisions in this Agreement which have been allegedly violated; and
31 C. The remedy sought.
32

33 The employee shall submit the written statement of grievance to the immediate supervisor for
34 reconsideration and shall submit a copy to the Assistant Superintendent. The parties will have ten (10)
35 business days from submission of the written statement of grievance to resolve it. A written statement,
36 indicating the disposition of the grievance, shall be furnished to the aggrieved. If a mutually agreeable
37 disposition has been made, the parties shall terminate the grievance in writing within ten (10) business
38 days.
39

40 **Section 15.2.3. Step 3.** If no settlement has been reached within the ten (10) business days referred
41 to in the preceding subsection, and the Association believes the grievance to be valid, a written
42 statement of grievance shall be submitted within five (5) business days following the submittal of the
43 written grievance to the District Superintendent or the Superintendent's designee. After such
44 submission, the parties will have ten (10) business days from submission of the written statement of
45 grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable
46 disposition is made, all parties to the grievance shall sign it.
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4 **Section 15.2.4. Step 4.** If no settlement has been reached within the ten (10) business days referred
5 to in the preceding subsection, and the Association believes the grievance to be valid, a written
6 statement of grievance shall be submitted within ten (10) business days following the submittal to the
7 District Superintendent to the District Board of Directors. After such submission, the parties will have
8 thirty (30) business days from receipt of the written statement of grievance to resolve it by indicating
9 on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the
10 grievance shall sign it. The Board of Directors reserves the right to summon the employee for an oral
11 statement of the grievance. The employee reserves the right to appear before the Board of Directors to
12 explain the grievance. At any appearance before the Board of Directors, the employee may be
13 accompanied by an Association representative or designee.

14
15 **Section 15.2.5. Step 5.** If no settlement has been reached within the thirty (30) business days
16 referred to in the preceding subsection, and the Association and the grievant believes the grievance to
17 be valid, the employee has the right to due process.

18
19 **Section 15.2.6.** Grievance discussions shall take place whenever possible on school time.

20
21 **Section 15.3.** The employer shall not discriminate against any individual employee or the Association
22 for taking action under this Article.

23 24 25 26 **ARTICLE XVI**

27 28 **TRANSFER OF PREVIOUS EXPERIENCE**

29
30 **Section 16.1. Prior School Experience.** When an employee leaves one school district within the
31 State and commences employment with the Monroe School District, the employee shall be granted
32 Schedule A placement, vacation, and sick leave benefits as an employee in the District who has similar
33 occupational status and total years of service.

34
35 **Section 16.1.1.** Former Monroe School District employees who return as substitute employees in a
36 similar position within twenty-four (24) months of separation of service shall be placed in their former
37 salary step. Once an employee returns as a substitute in a similar position, in order to retain this
38 placement in the future, the employee must again return to substitute work within twenty-four (24)
39 months.

40
41 **Section 16.2. Non-School Experience.** New employees with non-Washington State public school
42 job experience comparable to the school position for which they are hired may be placed on an
43 appropriately determined step of Schedule A, not to exceed Step Two.

44
45 **Section 16.3. Seniority Rights.** It is expressly understood that seniority rights are not transferable
46 from other school districts or employers. Seniority in the Monroe School District begins with the "hire
47 date" in the Monroe School District as defined in Section 10.1 and is not transferable between job
48 classifications.

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4 **ARTICLE XVII**

5
6 **SALARIES AND EMPLOYEE COMPENSATION**

7
8 **Section 17.1.** Employees shall be compensated in accordance with the provisions of this Agreement
9 for all hours worked. Each employee shall receive an accounting and itemization of authorized
10 deductions as shown on the statement of remittance.

11
12 **Section 17.1.1.** Less than full-time employees shall have all compensable items apportioned equally
13 throughout the school year (August-July).

14
15 **Section 17.2.** Salaries for employees subject to this Agreement, during the term of this Agreement, are
16 contained in Schedule A attached hereto and by this reference incorporated herein.

17
18 **Section 17.2.1.** Salaries contained in Schedule A shall be for the entire term of this Agreement,
19 subject to the terms and conditions of Article XVIII, Section 18.3. Should the date of execution of this
20 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the
21 effective date.

22
23 **Section 17.2.2.** Retroactive pay shall be paid on the first regular payday following implementation of
24 this Agreement, if possible, and in any case not later than the second regular payday.

25
26 **Section 17.2.3.** Incremental steps, where applicable, shall take effect on August 1 of each year during
27 the term of this Agreement; provided, the employee has been actively employed continuously for at
28 least one-half (1/2) of the previous employment year.

29
30 **Section 17.2.4.** Any employee who changes job positions within the bargaining unit to a higher paid
31 position shall be placed at the first step that is at least twenty-five cents (\$0.25) above their current
32 hourly salary.

33
34 **Section 17.3. Payment Procedures.**

35
36 **Section 17.3.1.** All bargaining unit members shall be paid in twelve (12) equal installments on the last
37 Business Office working day of the month, except December which may be earlier.

38
39 **Section 17.3.2.** When the employee and the District mutually agree to make adjustments or
40 installments in other than twelve (12) equal installments, the salary shall be paid in the mutually
41 agreed upon format.

42
43 **Section 17.4. Travel Reimbursement.** Any employee required to travel from one site to another in
44 the employee's private vehicle during working hours shall be reimbursed for such travel on a per-mile
45 basis at the Internal Revenue Service compensated rate. The District shall make every reasonable
46 attempt to provide such transportation in District owned vehicles.

47
48 **Section 17.5. Overnight Travel Reimbursement.** Employees required to remain overnight on

1 District business shall be reimbursed for room and board expenditures according to Board of Director
2 policy and current business office procedures.

3
4 **Section 17.6.** The salary schedule for the 2006-2007 school year shall be as shown on Schedule A
5 which is attached.

6
7 **Section 17.7.** Effective August 1, 2009, all wages on Schedule A shall be enhanced by State-
8 authorized COLA (understood to be zero) plus one and one half per cent (1.5%).

9
10 **Section 17.7.1.** Effective August 1, 2010, all wages on Schedule A shall be enhanced by State-
11 authorized COLA (tentatively set at zero) plus two percent (2%).

12
13 **Section 17.8. Payment Errors.** In the event of an error in salary payment, the following rules apply:
14

15
16 **Section 17.9.1.** In the event of underpayment, correction will be made on the employee's next
17 paycheck if the error is brought to the District's attention by the fifth of the month; otherwise, on the
18 following paycheck.

19
20 **Section 17.9.2.** In the event of overpayment, reimbursement to the District will be taken from the
21 second check following notification; provided that if there is no second check, the overpayment will be
22 deducted from the next check.

23
24 **Section 17.9.3.** If overpayment amounts to twenty percent (20%) or more of an employee's check,
25 deduction may be prorated over a twelve (12) month period provided the employee remains so long
26 employed; otherwise, Section 17.3.2 will apply.

27
28 **Section 17.9.4.** When underpayment or overpayment are discovered, both parties agree that the
29 payout or recovery of funds shall extend only one (1) calendar year from the date of discovery,
30 provided the one year limit on payout or recovery is in accordance with applicable regulations and/or
31 statutes.

32
33 **Section 17.10. Longevity Pay.** Employees shall receive a longevity salary increment according to the
34 following provisions.

35
36 **Section 17.10.1.** Effective August 1, 2009, following completion of fifteen (15) years of longevity
37 service, employees shall receive a longevity stipend of thirty dollars (\$30.00) a month; following
38 completion of twenty (20) years, forty dollars (\$40.00) a month; and following completion of twenty-
39 five (25) years, fifty dollars (\$50.00) a month. Employees who have completed thirty-one (31) years
40 of service shall be entitled to sixty dollars (\$60.00) a month.

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ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Section 18.1. Length Of Agreement. The term of this Agreement shall be August 1, 2009 through July 31, 2011.

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

Section 18.3. Reopening Limitations. This Agreement may be reopened and modified at any time during its term upon mutual consent, in writing, of both parties. The Agreement may be reopened at the request of either party, in writing to the second party, to consider the impact of any legislation recently enacted, judicial decision, Superintendent of Public Instruction policy, or State Board of Education action following the implementation of this Agreement.

Section 18.3.1. Any conversion to modified school calendar, double shifting or other non-traditional scheduling shall be subject to reopening of the Agreement upon the formal written request of either party.

Section 18.3.2. The District may reopen Schedule A to propose salary increases for specific positions or job classifications.

Section 18.3.2.1. Employees who believe that their position is not appropriately classified may file a reclassification request during the months of November and April. Such request shall include the employee's proposed updated job description and the rationale of the request. No employee may generate more than one (1) request during any school year.

Section 18.4. 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 18.5. 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 18.6. 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 18.3.

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6 **ARTICLE XIX**
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8 **NO STRIKE AGREEMENT**
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10 **Section 19.1.** There shall not be authorized any strike, slowdown, or any other stoppage of work by
11 the Association, regardless of whether an unfair labor practice is alleged. The Employer shall not lock
12 out any employee covered by this Agreement. Should a strike, slowdown, or stoppage by the
13 Association members occur, the Association shall immediately instruct its members to return to work.
14 If the members of the Association do not resume work as required by this Agreement, immediately
15 upon being so instructed, they shall be subject to discipline, including discharge.
16

17
18 PUBLIC SCHOOL EMPLOYEES
19 OF WASHINGTON

20
21 PUBLIC SCHOOL EMPLOYEES
22 OF MONROE OFFICE PERSONNEL

MONROE SCHOOL DISTRICT

23
24
25 BY: signed by
26 Lori Shewmaker, Chapter President

BY: signed by
Kenneth Hoover, Superintendent

27
28
29 DATE August 31, 2009

DATE: August 28, 2009

SCHEDULE A

**MONROE SCHOOL DISTRICT
OFFICE PERSONNEL
Effective August 1, 2009 – July 31, 2010**

POSITION TITLE		1	2	3	4
A	Assistant Secretary District Office Receptionist	\$15.99	\$16.45	\$16.90	\$17.36
B	Secretary - General Responsibilities ** Level B Secretary - General and Specific Responsibilities **Counseling **Attendance **Athletics District Level Positions Projects Secretary	\$17.06	\$17.45	\$17.88	\$18.19
C	Accounts Payable Specialist I ASB Secretary Fiscal Department Secretary Registrar - MHS, SVEC Records Management Substitute Coordinator Transportation Secretary Volunteer Coordinator	\$17.39	\$17.90	\$18.40	\$18.91
D	Lead Secretary Lead Fiscal Secretary - MHS **Lead Secretary - MHS	\$19.42	\$20.02	\$20.57	\$21.17
		Additional \$1.20 per hour			
E	Accounts Payable Specialist II Payroll Specialist	\$21.74	\$22.37	\$23.05	\$23.66
F	Benefits and Payroll Coordinator Community Connections Coordinator	\$26.23	\$26.95	\$27.70	\$28.41

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