COLLECTIVE BARGAINING AGREEMENT BETWEEN
MONROE SCHOOL DISTRICT #103
AND
PUBLIC SCHOOL EMPLOYEES OF MONROE
OFFICE PERSONNEL

AUGUST 1, 2016 - JULY 31, 2019
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>DECLARATION OF PRINCIPLES</td>
<td>1</td>
</tr>
<tr>
<td>PREAMBLE</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE I</td>
<td>RECOGNITION AND COVERAGE OF AGREEMENT</td>
</tr>
<tr>
<td>ARTICLE II</td>
<td>RIGHTS OF THE EMPLOYER</td>
</tr>
<tr>
<td>ARTICLE III</td>
<td>RIGHTS OF EMPLOYEES</td>
</tr>
<tr>
<td>ARTICLE IV</td>
<td>RIGHTS OF THE ASSOCIATION</td>
</tr>
<tr>
<td>ARTICLE V</td>
<td>APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION</td>
</tr>
<tr>
<td>ARTICLE VI</td>
<td>ASSOCIATION REPRESENTATION</td>
</tr>
<tr>
<td>ARTICLE VII</td>
<td>HOURS OF WORK AND OVERTIME</td>
</tr>
<tr>
<td>ARTICLE VIII</td>
<td>HOLIDAYS AND VACATIONS</td>
</tr>
<tr>
<td>ARTICLE IX</td>
<td>LEAVES</td>
</tr>
<tr>
<td>ARTICLE X</td>
<td>PROBATION, SENIORITY AND LAYOFF PROCEDURES</td>
</tr>
<tr>
<td>ARTICLE XI</td>
<td>DISCIPLINE AND DISCHARGE OF EMPLOYEES</td>
</tr>
<tr>
<td>ARTICLE XII</td>
<td>INSURANCE AND RETIREMENT</td>
</tr>
<tr>
<td>ARTICLE XIII</td>
<td>PROFESSIONAL DEVELOPMENT</td>
</tr>
<tr>
<td>ARTICLE XIV</td>
<td>ASSOCIATION MEMBERSHIP AND CHECKOFF</td>
</tr>
<tr>
<td>ARTICLE XV</td>
<td>GRIEVANCE PROCEDURE</td>
</tr>
<tr>
<td>ARTICLE XVI</td>
<td>TRANSFER OF PREVIOUS EXPERIENCE</td>
</tr>
<tr>
<td>ARTICLE XVII</td>
<td>SALARIES AND EMPLOYEE COMPENSATION</td>
</tr>
<tr>
<td>ARTICLE XVIII</td>
<td>TERM AND SEPARABILITY OF PROVISIONS</td>
</tr>
<tr>
<td>ARTICLE XIX</td>
<td>NO STRIKE AGREEMENT</td>
</tr>
<tr>
<td>ARTICLE XX</td>
<td>EVALUATIONS</td>
</tr>
</tbody>
</table>

**SIGNATURE PAGE**

SCHEDULE A  
2016 - 2017  
Memorandum of Understanding – Job Descriptions  
Memorandum of Understanding – Relocation  
Memorandum of Understanding – Professional Enhancement Equipment
DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.

2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.

3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.

5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices, and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

PREAMBLE

This Agreement is made and entered into between Monroe School District Number 103 (hereinafter "District") and Public School Employees of Monroe Secretarial/Clerical, an affiliate of Public School Employees Of Washington (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained herein, 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 1.1.1.
Substitute and temporary employees employed within the scope defined in 1.4 for more than thirty cumulative days in any school year and who continue to be available for employment are included in the bargaining unit, but subject only to substitute salary Schedule A and those other sections which specifically include them.

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

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

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

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

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

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

Section 1.4.
The bargaining unit to which this Agreement is applicable shall consist of all Office Personnel employed by the Monroe School District, except for the Superintendent's Administrative Assistant, the Coordinators in the Human Resources Office and the Fiscal Services Coordinator.
is vested exclusively in the Employer subject to the terms of this Agreement. All matters not
specifically and expressly covered or treated by the language of this Agreement may be administered
by the Employer in accordance with such policy or procedure as the Employer from time to time may
determine. Management prerogatives shall not be deemed to exclude other management rights not
herein specifically enumerated. Management officials retain the right and obligation, according to
Employer Board policy, to maintain efficiency of the District operation by determining the methods,
the means, and the personnel by which such operation is conducted. Including but not limited to the
following: direct employees covered by this Agreement; hire, train, promote, retain, transfer, and
assign employees; suspend, discharge, demote, or take other disciplinary action against employees;
release employees from duties because of lack of work or for other legitimate reasons; determine the
method, number, and kinds of personnel by which operations undertaken by employees in the unit are
to be conducted; and designate the work to be performed by the employee or others; and the places
where, and the manner in which, it is to be performed.

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 wages, hours, terms, and conditions of employment
of the members of the District, 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.

Section 2.3.
Adjustments to the calendar may be made by the District, after consultation with P.S.E-OP., in the
event of an emergency and in order to satisfy the one hundred eighty (180) day student year
requirement.

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.
The freedom of such employees to assist the Association shall be recognized as extending to
participation in the management of the Association, including presentation of the views of the
Association to the Board of Directors of the District or any other governmental body, group, or
individual. The District shall take whatever action required, or refrain from such action, in order to
assure employees that no interference, restraint, coercion, or discrimination is allowed within the
District to encourage or discourage membership in any employee organization.

Section 3.2.
Each employee shall have the right to bring matters of personal concern to the attention of appropriate
Association representatives and/or appropriate officials of the District. Normally, the first step is to
confer with the immediate supervisor.
Section 3.3.
Employees subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

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

Section 3.5.
Neither the District nor the Association shall illegally discriminate against any employee subject to this Agreement on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the disabled person or others.

Section 3.6. Personnel Files.
There shall be only one (1) official personnel file for each employee. This file shall be kept in the District administration office. Each employee shall have the right upon request, and after making an appointment with the human resources administrator, to review the contents of his/her official personnel file. The review shall be made in the presence of the administrator responsible for the safekeeping of these files, or his/her designee. During the review, employees shall be allowed to copy any material therein and shall be permitted to make a written inventory of material and, on request, have such inventory signed and dated by a representative of the administration.

Section 3.6.1.
Each employee shall be provided a copy of all material placed in his/her personnel file within five (5) days of its insertion. An employee may attach comments to any material that is a part of the personnel file. Except for material that relates to student health and/or safety, no derogatory material shall remain in an employee's file for more than two (2) years from the date of entry unless a continuation of the same type of problem is shown in the file within the two (2) year period.

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

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

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

ARTICLE IV

RIGHTS OF THE ASSOCIATION

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

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

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

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

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

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

Section 4.6.1.
The Association and its individual members agree to indemnify and hold the District harmless from all claims arising from the release to the Association President of the data specified in Sections 4.2 and 4.6 above.
Section 4.7.
Representatives of the Association must make their presence known to the District and then shall have access to District premises during business hours to meet with District employees, provided no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work.

The District shall provide bulletin board space in each school or work site for the use of the Association for Association business. 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. Copies of all general membership bulletins, notices, memorandum, etc., posted on bulletin boards shall be sent to the Superintendent and Assistant Superintendent.

Section 4.8.1.
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.

Section 4.9. Use of District E-Mail.
Board Policy 4780, Acceptable Use of Electronic Resources, includes policy and procedures governing the use of the District’s computers and computer networks, and should be consulted and is incorporated herein by reference.

1. The Association may use the computers/network for bargaining group business in the same manner as PSE-OP uses the District’s internal mail system including individual employee mail boxes and the District phone system including:
   a. General meeting notification for general PSE-OP and committee meetings;
   b. Information related to staff development opportunities;
   c. General newsletters and meeting minutes.
2. There are uses of the District’s communication systems, including the computer and network systems, however, that are not authorized and include specifically:
   a. Political campaigning at any level;
   b. Discussion of job actions (strikes or walk-outs);
   c. Discussion of employee discipline issues;
   d. Issues prohibited by the Public Disclosure Commission.
3. Questions on the appropriateness of the use of communication systems should be directed to the Superintendent and/or the Executive Director of Human Resources.

Section 4.10.
The District shall allow Association meetings in school facilities upon reasonable request, after working hours and at no cost to the District.
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 the effects of hours, wages, grievance procedures, and general working conditions of employees in the bargaining unit subject to this Agreement.

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

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

Section 5.4.
The parties authorize the Labor Management Conference Committee to make editorial changes to the language of Article IX to enable consistency with language ratified by Monroe PSE and/or the Monroe Education Association.

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1. Conference Committee.
The Association will designate a Conference Committee comprised of the Association President or Vice President and designated representatives. The Conference Committee will meet with the Superintendent of the District and/or the Superintendent's representatives on a mutually agreeable basis to discuss appropriate matters.

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

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

HOURS OF WORK AND OVERTIME

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

Section 7.1.1. Work Year.
For the 2016-2017 school year, employees will submit their annual work calendar to Human Resources for processing. Employees may not change or alter their originally submitted calendar other than by redistribution of hours as described below or through the use of compensatory time as defined in Article VII, Section 7.9.

Beginning with the 2017-2018 school year, employees shall be assigned to a specific work year and calendar which will include the number of workdays over and above the 180 day student calendar. Calendars will be given annual consideration and mutually agreed upon through the LMC process.

Employees with written approval of their administrator may redistribute their assigned hours, so long as they do not trigger an eligibility for overtime compensation and all redistributed hours are worked within the same calendar month.

Section 7.2. Shift Assignment.
Each employee shall be assigned to a regular shift during the workweek, at the beginning of each work year, which shall not be changed without prior notice to the employee of two (2) calendar weeks. The District may change an employee's shift and/or workweek, without the two (2) weeks notice, with the prior approval of the employee or as a result of a bona fide emergency as determined by the District. All hours worked are to be accurately recorded and documented using the district timekeeping system. Additional time worked beyond an employee's scheduled shift must have prior approval.

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

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

Section 7.5. School Closures.
In the event of an unusual school or District closure due to inclement weather, plant inoperation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Notification will be by radio announcement, television, internet and/or telephone. If the District fails
to notify employees at least one (1) hour prior to shift start time, employees who are less than full time (260 days) shall receive one (1) hour pay at base rate.

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

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

Section 7.7.1.
Employees, who work their entire regularly scheduled hours (M-F) or work in excess of forty (40) hours per week and perform work on Saturday or Sunday shall be compensated at the rate of one and one-half (1½) times the employee’s base pay for all hours so worked.

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

Section 7.7.3
Any employee required to work on a designated holiday shall be compensated one and one-half the employee’s regular hourly rate of pay. For the purposes of calculating overtime, holidays which fall on Monday through Friday, shall be considered as hours worked.

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

Section 7.9. Compensatory Time.
An employee may, at his/her option, request compensatory time off in lieu of overtime compensation or payment for hours worked beyond the employee’s normal work shift. Compensatory time is subject to the approval of the supervisor. Compensatory time, if granted, may be accumulated; provided, however, that records shall be maintained and the employee will be provided an opportunity to expend the accumulated time within their current work year. The District shall compensate employees for all accumulated compensatory time, at the appropriate rate, not expended within their normal work year in the August pay warrant. Accumulated compensatory time may not be carried over from year to year. The District shall not solicit employees to accept compensatory time in lieu of other compensation.
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 over 40 hours worked per week. Employees shall not volunteer for work in any assignment in which they would normally receive compensation.

Section 7.10.
Employees requested to work a position assignment regularly filled by a higher classification shall receive, in addition to their regular compensation, fifty cents ($0.50) per hour. In the event that the employee is stepping up more than one level, the additional compensation shall be one dollar ($1.00) per hour. In either event, the additional compensation shall not exceed the permanent placement rate. If the employee works in the position for more than ten (10) consecutive days, the employee will be compensated starting the next day at the rate he/she would receive if permanently placed in the higher classification.

ARTICLE VIII

HOLIDAYS AND VACATIONS

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

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

*For employees working 1,680 or more regularly scheduled hours.

Section 8.1.1.
When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

Section 8.2. Vacations.
During the first through the fifth year of employment with the District, employees shall be granted ten (10) days paid vacation per year. All vacation shall be based on a full-time 2,080 F.T.E., with less than 2,080 hour employees receiving a prorated amount of paid vacation.
Section 8.2.1.
During the first year of employment, vacation shall be prorated. After the fifth year of
employment, paid vacation shall be granted as follows:

<table>
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<tr>
<th>Years of Service</th>
<th>Days of Vacation</th>
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<td>25</td>
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</table>

Section 8.2.2.
Time on layoff and time on authorized leave of absence will be counted as continuous service
for the purpose of establishing and retaining eligibility dates.

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

Section 8.2.3.1.
Twelve (12) month employees may annually cash in five (5) days of vacation at their
own rate of pay.
Section 8.2.4.

All paid vacation for less than 260 day employees shall be prorated based on the factor table shown below and the employee's annual rate of pay. Vacation days will be calculated by multiplying the employee’s regular scheduled annual number of work days by the factor shown below which corresponds to that employee’s total years of service.

<table>
<thead>
<tr>
<th>Years of Service</th>
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<th>Max Vacation</th>
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Section 8.2.5.

Payment for vacation for less than twelve (12) month employees shall be made in twelve (12) equal installments beginning in August of each year.

Section 8.3.

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

ARTICLE IX

LEAVES

Section 9.1. Annual Leave.

Each employee who works at least 180 work days shall be granted twelve days of annual leave per year based on the employee’s average of assigned hours per day. Employees who work less than 180 days or less than full time shall receive a pro-rated number of hours. Leave not taken shall accumulate from year to year.
Section 9.1.1.
Annual leave may be used for the following:

1. Personal illness or injury of the employee
2. Doctor/dentist appointments for the employee
3. Family illness or injury. The care of a child of the employee with a health condition that requires treatment or supervision, the care of a member of the employee’s immediate family (as defined by FMLA and/or State RCW), or a permanent member of the employee’s household who has a serious health condition or an emergency condition.

Section 9.1.2.
Any employee absent for more than five consecutive workdays is required to submit a signed statement from a licensed medical practitioner to verify the need for absence or for more than ten cumulative days in any work year may be required to provide a medical practitioner’s verification for the absences.

Section 9.1.3.
The District requires a signed statement from a licensed medical practitioner to verify the need for treatment, care or supervision for any absence which exceeds five (5) days for the care of child or immediate family member.

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

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

Section 9.1.6.
After the third consecutive day of a qualifying FMLA absence, the employee who qualifies for FMLA leave shall be placed on FMLA leave.

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

Section 9.1.8, Industrial Insurance.
In the event employees are absent for reasons which are covered by worker’s compensation, they shall complete the district form indicating the option of their choice regarding pay. If the employee chooses to receive compensation from the District the appropriate deduction will be taken from the employee’s leave balances.

Section 9.1.8.1.
While an employee is placed on long-term worker’s compensation leave defined as longer than six (6) months, no job transfers may take place unless mutually agreed upon by the Association and the District.
Section 9.2. Emergency Leave.
An emergency is defined for purposes of this leave as a suddenly precipitated situation involving the employee or the employee’s spouse, child or parents which is of such a nature that preplanning was not possible or where preplanning would have relieved the necessity for the employee’s absence. The situation cannot be one of minor importance or of mere personal convenience but must be of a serious emergency nature.

Employees may utilize emergency leave for circumstances involving grandchildren where specialized medical treatments, hospitalizations, involvement with law enforcement or governmental agencies are involved.

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

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

Section 9.3. Bereavement Leave.
The following provisions shall govern bereavement leave:

Section 9.3.1.
Up to five days for the death of the employee’s spouse, child, grandchild, great grandchild, parent, step-parent or parent substitute who meets the definition loco parentis in WAC 357-01-202.

Section 9.3.2.
Up to three days for the death of the employee’s immediate family - sister, brother, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, a permanent member of the employee’s household, or a person of whom the employee is the sole financial support.

Section 9.3.3.
One day for the death of the employee’s aunt, uncle, niece or nephew.

Section 9.3.3.1.
One day per year to attend the funeral of a close personal friend.

Section 9.3.4.
Additional days for bereavement may be granted by the superintendent/designee.

Section 9.3.5.
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 licensed medical provider 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 9.4.1. Unacceptable absenteeism.
Absences greater than the equivalent of 12 days in any period between August 1 and July 31 may be determined to be unsatisfactory attendance and be considered as part of the evaluative process. Total days of absence will be calculated by annual leave hours (sick leave and/or emergency leave) absent divided by shift length. Employees who miss greater than the equivalent of twelve days due to documented special circumstances, including but not limited to extended illness of employee/family member, personal emergencies or approved leave of absence will not be determined to have unsatisfactory attendance. Employees determined by their supervisor to have unacceptable attendance shall be entitled to appeal to the Superintendent before the information is officially entered into the personnel file.

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 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, Human Resources after consultation with the employee and the site administrator. Childcare leave is unpaid leave. FMLA guidelines shall be followed for eligible employees.
Section 9.5.5.
In addition to FMLA (12 weeks of unpaid leave), maternity leave shall adhere to the
Washington pregnancy disability (6 weeks or as doctor directed of unpaid leave for the
disability phase of the pregnancy and childbirth) guidelines.

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. In the event that an employee is a party in a court action, such employee
may request a leave of absence.

Section 9.7. Personal Leave.
Three (3) additional days per year shall be granted to all members with no loss of pay. Personal leave
is noncumulative and shall not be deducted from illness and injury leave. Employees who have
completed 10 or more years of district service or are contracted to work 200 days or more per year
shall receive one (1) additional personal day per year.

Section 9.7.1.
Personal leave may not be taken during the first or last week of the school year. Personal leave
must be taken in one-half (1/2) or full day increments if a substitute is normally required and no
more than five percent (5%) of the bargaining unit may be granted leave on the same day.
Personal leave taken immediately prior to or following vacations, holidays, or other non-
school days or to extend any other paid or unpaid leave days must be arranged at least thirty
days in advance.

The employee shall not be required to state reasons for the leave beyond the term personal.

Section 9.7.2.
Employees shall have the right to carry over one day of personal leave by filing a written
request by June 1st of any school year with the payroll department. Carry over days may only
be used on non-student days. Employees shall be reimbursed a stipend equal to one (1) day of
regular salary for each full day of personal leave not utilized during the school year, or carried
over to a maximum of four (4) days. The stipend shall be paid in August. The President of the
Association shall be provided an annual report showing the reimbursement amount to
bargaining unit members.

Section 9.7.3.
New employees beginning work after September 1 of any year will earn Personal Leave as
follows. Employees working one-half or more of the position work year will earn three (3)
personal days, employees working less than on-half of the position work year will earn one and
one-half days.

Section 9.7.3.1.
Employees working in schools, whose regular assignment extends one (1) or more hours
after students are released on the day before Thanksgiving, and the last student day
before Winter Break, will be allowed to leave one (1) hour after students are dismissed
without loss of pay. Employees working in locations other than schools, whose regular
assignment extends one (1) or more hours after students on the elementary schedule are
released on the days listed above, will be allowed to leave one (1) hour after elementary
students are dismissed without loss of pay. All such time will be reported as Personal
Leave on timesheets and cannot be used or exchanged for any other work dates.

Section 9.7.4.
Any employee who terminates employment shall receive payment for unused personal time
prorated to their separation date with their final paycheck.

Section 9.8. Leave Of Absence.

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

Section 9.8.1.1.
The leave of absence shall be without compensation.

Section 9.8.1.2.
Under exceptional conditions, the Board of Directors may extend the leave of absence
one additional year.

Section 9.8.1.3.
An employee returning to work from a leave of absence not exceeding six (6) months
will be assigned to the position occupied before the leave of absence, provided the
employee returns within the time specified in the leave of absence. Employees returning
after six (6) months will be assigned to the same or similar position.

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

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

Section 9.8.1.6. Family and Medical Leave Act.
The District agrees to implement the Family and Medical Leave Act (FMLA) for
eligible employees per Board Policy 3701. Leave provided under the FMLA shall be
coordinated with any other Board of Directors approved leave of absence.
Section 9.8.1.7. Medical Related Unpaid Approved Leave.
All bargaining unit members not covered by FMLA, shall be eligible for Medical
Related Unpaid Approved Leave who have worked for the District for at least twelve
(12) months. Medical Related Unpaid Approved Leave will provide unit members up
to twelve (12) workweeks of unpaid leave within a twelve (12) month period. Medical
Related Unpaid Approved Leave can be taken for the same qualifying reasons as
FMLA.

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

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

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

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

Section 9.9.3.
An employee returning to work from an Extended Personal Leave of Absence not exceeding
six (6) months will be assigned to the position occupied before the leave.

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 28A.400.380 and in District Policy 3705.

The Superintendent or designee, at the employee's request, may grant a leave of absence without pay for up to five (5) work days during the school year, for reasons such as: (a) compelling personal matters, (b) family circumstances (c) childcare or other extenuating circumstances that do not meet any other leave criteria set forth in this document. Such leave will not be available until an employee has completed three (3) years’ service with the District and will only be available once every five (5) years. Leaves requested under this section cannot be longer than a total of five work days in duration using any combination of paid and/or unpaid leave. Requests for unpaid leave will not be granted until all available personal leave or any other paid leave available has been exhausted. Requests for this leave must be submitted in writing to Human Resources thirty (30) days prior to the beginning of the requested leave, and cannot include the week before schools starts, the first week of school or the last two weeks of the school year. Such leave requests will be considered on a case-by-case basis, with the effect of the leave on the efficiency of the District’s operations considered. The decision to grant such requests shall consider input from the employee's supervisor. Final decision will be at the discretion of the Executive Director of Human Resources and non-grievable. The employee has the right to appeal any denial to the Superintendent. Leave taken under this section does not qualify for foregone compensation as provided for in HB2070.

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.

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

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

A. Resignation;
B. Discharge for any reason contained in this Agreement;
C. Retirement; and

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 leaves;
D. Time spent in layoff status as hereinafter provided; or

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

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

Section 10.7. Application Of Seniority.

Section 10.7.1.
The employee with the earliest hire date shall have absolute preferential rights regarding vacation periods.
Section 10.7.2.
The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new or open jobs or positions, overtime within the work area/building on a rotating basis, workweek assignment, hours of work within positions, shift selection, and layoffs when ability, knowledge, skills, and performance are substantially equal with junior or new employees. If the District determines that seniority rights should not govern because a junior or new employee possesses ability, knowledge, skills, or performance greater than a senior employee, the District shall, upon request of the bypassed employee, set forth in writing to the employee and the P.S.E-OP President, its reasons why the senior employee was bypassed.

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

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

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

A. No person may exercise any bump to obtain a higher level. All bumping shall be lateral or downward.

B. In the event of job reductions at a work site, the positions retained will be based upon the needs of the school or job site.

C. Displaced employees shall be offered equivalent employment, if it exists and they are qualified to perform the duties. Employees offered equivalent employment in a new or vacant position shall not be eligible to bump.

D. If no equivalent vacant position exists, the employee may invoke bumping rights. The District shall select the position occupied by the least senior person filling a position for which the senior employee is qualified for bumping. Any person bumped by a senior employee shall be treated as displaced and subject to the same process.

E. An employee may opt to select a position with fewer hours or a lower classification in lieu of exercising bumping rights.

Section 10.8. Posting Open Positions.
Human Resources shall publicize within the bargaining unit, by electronic or written posting, for a minimum of five (5) days, the availability of new or open positions.

Section 10.8.1.
An electronic list of all current openings shall be sent to the Chapter President.
Section 10.8.2.
A principal transferring to a school opening for the first time (new building) may have his/her existing secretary accompany him/her, on a voluntary basis, to the new assignment.

Section 10.8.3.
All postings shall include the appropriate job description or a statement indicating a copy of the job description is available for review in the Human Resources Office.

Section 10.8.4.
Current openings will be posted on the District Online Application website.

Section 10.8.5.
When the new or open position has been filled by a regular employee of the District the resulting vacancy shall be posted.

Section 10.9. Layoff Pool.
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 two (2) years.

Section 10.10.
Employees on layoff status shall file their addresses in writing with the Human Resources office of the District and shall thereafter promptly advise the District in writing of any change of address. After twelve (12) months on layoff status, the employee shall notify the District of availability of employment.

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 five (5) business days.

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. If the District has reason to reprimand an employee, it shall be done in a manner which will not
embarrass the employee before other employees or the public. Employees shall have the right to representation at any investigatory meeting relating to a potential disciplinary matter or action.

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

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

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

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

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

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

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

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

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.
The District and PSE-OP agree to comply with 2012 Washington Laws Ch. 3 (ESSB 5940), including ensuring each employee included in the pooling arrangement within the CBA who elects medical
benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum deduction each year will be set by the district benefits committee. The parties agree to comply with state and federal laws relating to school district employee benefits.

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

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

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

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

**Section 12.5.1.**
An employee on an approved Family Medical Leave Act shall have their insurance premiums paid by the District according to the provisions of Policy 3702.

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

**Section 12.7.**
The District shall pay the same proportion per FTE employee towards the state-required retiree subsidy to the state health care authority as it does for any other bargaining unit. The district will pay the same contribution for health care benefits for each full time equivalent to the pool as it does for any other bargaining unit. For 2016-2017 that shall be $25.00 per month per FTE employee. For 2017-2018 and 2018-2019, the amount will be determined.

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

**Section 12.9.**
It shall be the employee's responsibility to pay the premiums during the months they are on an uncompensated approved leave. Each employee shall follow District business office procedures for paying the insurance premiums for the months they are on leave.
Section 12.10.
The District shall provide tort liability coverage for all employees subject to this Agreement.

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

The District shall participate appropriately in an unemployment compensation fund requisite to providing unemployment benefits for all employees subject to this Agreement.

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

ARTICLE XIII

PROFESSIONAL DEVELOPMENT

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

Section 13.2.
The District shall provide one hundred ninety-nine dollars ($199) per year per employee for Professional Development purposes. These funds may be used for professional dues, conference, seminar and workshop fees, and approved professional development materials, as mutually agreed upon by the employee and the employee's supervisor. If the cost exceeds $199, the employee may request retroactive reimbursement of the unpaid balance out of non-obligated funds.

Bargaining unit members may request a stipend of $199 per year from the allocated professional development funds to be paid to the employee upon successful completion and passage of District sponsored training such as Microsoft Office, excel, or other relevant professional development training. Employees passing more than one course in the first year of the contract can petition for the $199 stipend in the following year for the additional class. Classes offered under this section will be developed, scheduled, and monitored by the Human Resources Department.

Attendance at out-of-district workshops shall be limited to one employee per building on any one day and four (4) on a district-wide basis, unless an exception is obtained from the District Administration. This amount shall be suspended entirely in the event of double levy failure.
One-half (1/2) of the professional development funds not obligated by June 1 or designated for retroactive reimbursements shall be carried over to the next ensuing school year, but shall not be carried forward into any succeeding years. Allocations of carry-over funds shall be determined by a committee of three (3) bargaining unit members, subject to the approval of an executive director based upon the legitimate nature of the request.

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.

Section 13.4. Degrees from Recognized Institutions.
Employees who have presented the District with evidence of graduation from an accredited university in the United States of America shall be entitled to a yearly stipend according to the following schedule:

Employees may receive an additional yearly stipend as follows:

- Master's Degree $800.00
- Baccalaureate Degree $600.00
- Associate of Arts/Sciences Degree $400.00
- NAEP Professional Standard Certificate $400.00
- WASBO Professional Certification $400.00

Employees with degrees from foreign institutions or Technical Schools may petition the Superintendent for standing. If approved by the Superintendent, such degrees shall be deemed equivalent to an Associate's Degree.

Employees are eligible for one (1) stipend per year.

Official documentation supporting a stipend must be received by January 31st of each fiscal year in the Human Resources Office. Stipends will be issued in the February pay cycle.

The District and Association agree to reopen Article XIII, Section 13.4 for negotiation prior to the 2018-2019 school year.
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.

Section 14.6 Political Action Committee.
The district shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check. Section 14.7 of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE State Office, about the right to revoke the request. This section becomes null and void if modified by law during the term of this agreement.

Section 14.7 Hold Harmless.
The Union will indemnify, defend, and hold the District harmless against any claims made, and any suit instituted against the District on account of any checkoff of Union dues requirement that employees pay membership or representation fees to the Union or a charitable organization as a condition of employment, or voluntary political contributions.
ARTICLE XV
GRIEVANCE PROCEDURE

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

Section 15.2. Grievance Steps.

Section 15.2.1. Step 1.
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 and at all subsequent meetings and discussions. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within fifteen (15) business days of the occurrence of the grievance shall be invalid and subject to no further processing. The supervisor shall have five (5) business days to respond to the employee regarding the alleged grievance.

Section 15.2.2. Step 2.
If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee has five (5) business days after talking to the supervisor to move the grievance forward by putting it in writing and submitting it to the supervisor. A statement of the grievance shall contain 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 Assistant Superintendent. The parties will have ten (10) business days from submission of the written statement of grievance to resolve it. A written statement, indicating the disposition of the grievance, shall be furnished to the aggrieved. If a mutually agreeable disposition has been made, the parties shall terminate the grievance in writing within ten (10) business days.

Section 15.2.3. Step 3.
If no settlement has been reached within the ten (10) business 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 five (5) business days following the submittal of the written grievance to the District Superintendent or the Superintendent's designee. After such submission, the parties will have ten (10) business 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 15.2.4. Step 4.
If no settlement has been reached within the ten (10) business 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) business days following the submittal to the District Superintendent to the District Board of Directors. After such submission, the parties will have thirty (30) business days from receipt of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by an Association representative or designee.

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

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

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

ARTICLE XVI
TRANSFER OF PREVIOUS EXPERIENCE

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

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

Section 16.2. Non-School Experience.
New employees with non-Washington State public school job experience comparable to the school position for which they are hired may be placed on an appropriately determined step of Schedule A, not to exceed Step Two.
Section 16.3. Seniority Rights.
It is expressly understood that seniority rights are not transferable from other school districts or employers. Seniority in the Monroe School District begins with the "hire date" in the Monroe School District as defined in Section 10.1 and is not transferable between job classifications.

ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

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

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

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

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

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

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

Section 17.2.4.
Any employee who changes job positions within the bargaining unit to a higher paid position shall be placed at the first step that is at least twenty-five cents ($0.25) above their current hourly salary.
Section 17.3. Payment Procedures.

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

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

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

Section 17.5. Overnight Travel Reimbursement.
Employees required to remain overnight on District business shall be reimbursed for room and board expenditures according to Board of Director policy and current business office procedures.

Section 17.6.
The salary schedule for the 2016-2017 school year shall be as shown on Schedule A which is attached.

Section 17.7.
Effective August 1, 2016, all wages shall be increased by 3.8% on Schedule A.

Effective August 1, 2017, all wages shall be increased by 2.7% on Schedule A or the State authorized and funded percent increase whichever is greater.

Effective August 1, 2018, all wages shall be increased by 2.5% on Schedule A or the State authorized and funded percent increase whichever is greater.

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

Section 17.8.1.
In the event of underpayment, correction will be made on the employee’s next paycheck if the error is brought to the District’s attention by the fifteenth of the month; otherwise, on the following paycheck.

Section 17.8.2.
In the event of overpayment, reimbursement to the District will be taken from the second check following notification; provided that if there is no second check, the overpayment will be deducted from the next check.
Section 17.8.3.
If overpayment amounts to twenty percent (20%) or more of an employee’s check, deduction may be prorated over a twelve (12) month period provided the employee remains so long employed; otherwise, Section 17.3.2 will apply.

Section 17.8.4.
When underpayment or overpayment are discovered, both parties agree that the payout or recovery of funds shall extend only one (1) calendar year from the date of discovery, provided the one year limit on payout or recovery is in accordance with applicable regulations and/or statutes.

Section 17.9. District Longevity Pay.
Employees shall receive a longevity salary increment according to the following provisions.

Section 17.9.1.
Effective August 1, 2013, district longevity shall be paid as follows:

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<th>Years of District Service</th>
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<tr>
<td>Upon completion of ten (10) years</td>
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Section 17.10.
The following positions with employees moving from Office or Department Support on the new 2016-17 Schedule A to Level 2 positions shall be placed at Step 2 on a one-time basis as part of the current negotiation in recognition of prior experience: Accounts Payable, Fiscal Department Manager and SVEC Compliance Manager.

ARTICLE XVIII
TERM AND SEPARABILITY OF PROVISIONS

Section 18.1. Length Of Agreement.
The term of this Agreement shall be August 1, 2016 through July 31, 2019.

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.
Each year of this agreement all salaries on Schedule A shall be increased by any state authorized cost of living percentage adjustments which may be provided. State authorized cost of living adjustments are defined as increases or decreases that are identified specifically as either a cost of living adjustment, salary reduction or salary restoration. Salary restoration only becomes a pass through if salaries were previously reduced. State authorized cost of living adjustments do not necessarily apply to all changes made by the state to the state allocation formula for classified employees in the prototypical school funding model unless they meet the definition in this section. If state authorized cost of living adjustments meeting the definition are not spelled out as a percentage change in the state budget the district will calculate the appropriate percentage. The district shall have the right to re-open Schedule A in the event of a state salary reduction.

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.

The Association and District agree to suspend Section 18.3.2.1. for the duration of the 2016 – 2019 Collective Bargaining Agreement.

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.

Section 18.7.
The union and/or the district shall have the right to open the contract at any time to deal with Health Insurance issues related to compliance with state or federal law and/or potential employee eligibility for subsidies or tax credits from the Federal government. The District agrees to cooperate with the union to the extent that the union requests do not cause the District to incur fines, taxes, sanctions or any substantial negative financial impact. Substantial shall mean a cost to the district of one thousand
dollars ($1,000.00) or more which may include the value of staff time to implement such proposed change.

ARTICLE XIX

NO STRIKE AGREEMENT

Section 19.1.
There shall not be authorized any strike, slowdown, or any other stoppage of work by the Association, regardless of whether an unfair labor practice is alleged. The Employer shall not lock out any employee covered by this Agreement. Should a strike, slowdown, or stoppage by the Association members occur, the Association shall immediately instruct its members to return to work. If the members of the Association do not resume work as required by this Agreement, immediately upon being so instructed, they shall be subject to discipline, including discharge.

ARTICLE XX

EVALUATIONS

Section 20.1.
A new employee’s immediate supervisor will meet with the employee within thirty (30) days of his/her hire date to review job responsibilities within the job description.

Section 20.2.
Employees within the bargaining unit may be evaluated at any time; however, they shall be formally evaluated at least once annually, no later than ten (10) days prior to the end of their work year.

Section 20.3.
If an employee’s performance is judged to be unsatisfactory, the immediate supervisor shall arrange a conference with the employee. The conference shall occur within ten (10) working days of the employee’s notification of unsatisfactory performance. The immediate supervisor shall discuss and reduce to writing specific items of concern and prepare a performance improvement program.

Section 20.3.1.
While an employee is placed on a performance improvement program, no job transfers may take place unless mutually agreed upon by the association and the district.

Section 20.4.
Employees judged unsatisfactory shall meet with the immediate supervisor regularly to review the employee’s performance regarding identified deficiencies and the performance improvement program.

Section 20.5.
It is agreed between the Association and the District that an employee may be removed from the performance improvement program at any time performance deficiencies are corrected or that the employee may be terminated at any time during the performance improvement program for failure to...
correct performance deficiencies. There is no specific length of time associated with a performance improvement program.

Section 20.6.
Alleged violations of the evaluation procedures shall be subject to the provisions of the grievance procedure. The content of the evaluation is not subject to grievance.

Section 20.7.
In circumstances where factors in the workplace would interfere with an employee’s ability to successfully complete the performance improvement program, the District may, at its option, transfer the employee to a similar position in a different workplace.

Section 20.8.
Beginning with the 2017-18 school year, evaluations will align with job descriptions and student learning goals.
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF MONROE OFFICE PERSONNEL

BY: __________________________
    Elizabeth Sabel, Chapter Co-President

BY: __________________________
    Tammy A. Gregory, Chapter Co-President

DATE: 11/3/16

MONROE SCHOOL DISTRICT #103

BY: __________________________
    Dr. Fredrika Smith, Superintendent

DATE: 11-7-16

2016 – 2019 Collective Bargaining Agreement
PSE of Monroe Office Personnel/Monroe School District #103
Page 36 of 37
September 1, 2016
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Memorandum of Understanding

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MONROE OFFICE PERSONNEL AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The District and Association agree to form a joint committee to align job descriptions with evaluation criteria and implement Article XX, Section 20.8 of the 2016-2019 Collective Bargaining Agreement by agreeing to the following:

During the 2016-2017 school year, the District and Association will convene a joint committee to develop evaluation criteria that will align with job descriptions including contributions to student learning goals based on a collaborative growth model. Both the District and Association will appoint three members to the committee and may consult with outside constituents for additional information when needed.

This Memorandum of Understanding shall become effective upon signatures of both parties, shall remain in effect until August 31, 2019, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES OF MONROE OP

BY: [Signature]
Elizabeth Sabel, Chapter Co-President

BY: [Signature]
Tammy A. Gregory, Chapter Co-President

DATE: 11/3/16

MONROE SCHOOL DISTRICT #103

BY: [Signature]
Dr. Fredrika Smith, Superintendent

DATE: 11-7-16
Memorandum of Understanding

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MONROE OFFICE PERSONNEL AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

This Memorandum of Understanding between the District and Association covers circumstances where unit members are required to relocate due to capital projects during the current construction approved by the bond passage of 2015.

The District acknowledges the time and effort involved in the relocation of district offices along with the impact on employee’s workload. Therefore, the District agrees to allow less than full time unit members up to two (2) additional days at their normal number of hours to complete these tasks. If the additional time will cause the employee to trigger overtime status no more than eleven (11) total hours will be approved. Full time employees are also eligible for up to eleven (11) total hours to accomplish moving tasks.

This agreement is intended to address relocation circumstances during the current construction planned for the 2015 bond approved by the voters. If additional bonds are passed and further construction planned, the District and Association will meet to review, extend, revise or rewrite this agreement.

This Memorandum of Understanding shall become effective upon signatures of both parties, shall remain in effect until August 31, 2019, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES OF MONROE OP

BY: Elizabeth Sabel, Chapter Co-President

BY: Tammy A. Gregory, Chapter Co-President

DATE: 11/3/16

MONROE SCHOOL DISTRICT #103

BY: Dr. Fredrika Smith, Superintendent

DATE: 11-7-16

Memorandum of Understanding- Relocation
Monroe OP/Monroe School District #103

September 1, 2016
Memorandum of Understanding

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MONROE OFFICE PERSONNEL AND THE MONROE SCHOOL DISTRICT #103. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Bargaining unit members may request funds for purchase of professional enhancement equipment through a committee appointed by PSE-OP leadership. Such equipment shall be expected to provide ergonomic enhancement to assist in the performance of assigned duties. Such equipment shall be the property of Monroe School District. Annual funding shall be $4,000.00. One-half (1/2) of the professional enhancement equipment funds not obligated by June 1 shall be carried over to the next ensuing school year, but shall not be carried forward into any succeeding years. No funding shall be carried forward at the expiration of the 2016-2019 contract.

This Memorandum of Understanding shall become effective upon signatures of both parties, shall remain in effect until August 31, 2019, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES OF MONROE OP

MONROE SCHOOL DISTRICT #103

For the PSE-OP of Monroe

For the Monroe Public Schools

Date 8/1/16

Date 7/28/16

Memorandum of Understanding- professional enhance equipment
Monroe OP/Monroe School District #103

September 1, 2016