COLLECTIVE BARGAINING AGREEMENT BETWEEN

GLENWOOD SCHOOL DISTRICT #401

AND

PUBLIC SCHOOL EMPLOYEES OF GLENWOOD

SEPTEMBER 1, 2017 - AUGUST 31, 2020

Public School Employees of Washington/SEIU Local 1948
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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 Glenwood School District Number 401 (hereinafter "District") and the Public School Employees of Glenwood, an affiliate of PSE/SEIU Local 1948 (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.
The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.5, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.
Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, one full-time secretary to the Superintendent and one District bookkeeper imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).
Section 1.3.
Descriptions for all positions subject to this Agreement are attached hereto and by this reference incorporated herein.

Section 1.4.
The District will provide the Association with such amendments, changes, and additions to job descriptions as they may from time to time occur.

Section 1.5.
The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Food Service, Custodian, Transportation, Maintenance, Para-Educators, Secretaries and Pre-School. (Note: Superintendent’s Secretary, Business Manager shall be excluded).

Section 1.6.
These definitions are offered for lay clarity only and are not to be construed as altering or modifying specific definitions found in the body of the agreement.

Regular Full-Time Employee: An employee filling a permanent or temporary, school board-hired position for two hundred sixty (260) days per year.

Regular Part-Time Employee: An employee filling a permanent school year only position.

Temporary Employee: An employee who is hired to work more than thirty (30) days up to a maximum period of the remainder of the current school year.

Substitute Employee: An employee who fills in when a regular, regular part-time, or temporary employee is absent.

Casual Employee: An employee who works less than thirty (30) consecutive work days per year.

Work Week: Usually Monday through Friday, except in unusual circumstances requiring weekend work. For pay purposes only, the workweek shall be considered Monday through Sunday.

Section 1.6.1.
Substitutes who have worked thirty (30) days in the last twelve (12) months are eligible to become members of the bargaining unit. They will be paid at the probationary rate. No other contract provisions or benefits will apply.
ARTICLE II

RIGHTS OF THE EMPLOYER

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

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

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.
It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. 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 appropriate officials of the District.

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 discriminate against any employee subject to this
Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical
handicap 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 physically handicapped person or others.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.
The Association has the right and responsibility to represent the interests of all employees in the unit;
to present its views to the District on matters of concern, either orally or in writing if requested by
either party; to consult or to be consulted with respect to the formulation, development, and
implementation of industrial relations matters and practices which are within the authority of the
District; and to enter collective negotiations with the object of reaching an agreement applicable to all
employees within the bargaining unit.

Section 4.2.
The Association is entitled to have an observer at hearings conducted by any District official or body
arising out of grievance and to make known the Association's views concerning the case.

Section 4.3.
The Association reserves and retains the right to delegate any right or duty contained herein to
appropriate officials of the PSE/SEIU Local 1948 State Organization.

Section 4.4.
The President of the Association and designated representatives will be provided time off without loss
of pay to a maximum of three (3) days per year to attend regional or State meetings when the purpose
of those meetings is in the best interests of the District as determined by the District Administration.

Section 4.5.
Representatives of the Association, upon making their presence known to the District, shall have
access to the District premises during business hours, provided, that no conferences or meetings
between employees and Association representatives will in any way hamper or obstruct the normal
flow of work.
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 procedures relating to or affecting 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 at a mutually agreed time in the formulation of any changes being considered in existing benefits, policies, practices and procedures.

Section 5.3.
It is further recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss or consult regarding matters concerning working conditions not covered by this Agreement.

Section 5.4.
The Association will, from time to time, as appropriate, be advised of current and predicted workload information.

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1.
The Association will designate a conference committee of three (3) members who will meet with the Superintendent of the District and/or the Superintendent’s representative on a mutually agreeable basis to informally discuss appropriate matters and to address current issues. These meetings shall not be construed as negotiating sessions.

Section 6.2.
The District will provide suitable space to conduct such meetings.

Section 6.3.
When formal meetings are held between representatives of the Association and representatives of the District pursuant to Section 6.1, formal minutes shall be prepared. The Association will draft the minutes and furnish copies of the completed minutes to the chapter and District once agreed to by both parties.

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

Section 6.5.
Time during work hours (8:00 A.M. to 5:00 P.M.) will be allowed Association representatives for attendance at meetings with the District. Time will also be allowed for representatives to discuss with the employees grievances and appropriate matters directly related to work situations in their area or craft. Association representatives will guard against the use of excess time in the handling of such matters.

Section 6.6.
The school calendar shall be reviewed and agreed to by June 1.

ARTICLE VII
HOURS OF WORK

Section 7.1.
The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

Section 7.2.
Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks.

Section 7.3.
Each shift shall include an uninterrupted lunch period as near the middle of the shift as is practicable. Each shift shall also include a fifteen (15) minute first half and a fifteen (15) minute second half rest period as near the middle of each half (½) shift as is practicable.

Section 7.4.
In the event an employee is assigned to a shift less than the normal work shift, the employee shall be given a fifteen (15) minute rest period when feasible for each three (3) hours of work.

Section 7.5.
Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at overtime rates.
Section 7.6.
In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the District shall provide notification to employees. Employees who leave for and report to work before the information is communicated, shall receive a minimum of one (1) hour pay at their base rate in the event of such a closure.

Twelve (12) month employees may use emergency leave, personal leave, vacation, accumulated compensatory time, or made other arrangements with their immediate supervisor in order to make up for all lost work hours. The work calendar of less that twelve (12) month employees will be adjusted to make up for all lost work hours. With approval from their immediate supervisor, the employee may use accumulated compensatory time or make other arrangements to make up for all lost work hours.

Section 7.7.
Employees scheduled to work during evening PSE meetings, with their supervisor’s approval, may be allowed to attend PSE meetings up to a maximum of ninety (90) minutes per meeting. Upon returning from the PSE meeting, they shall complete the remainder of their shift.

Section 7.8.
Reading/math para instructors will have prep time built into their weekly schedules to perform duties pertinent to their job description (i.e., lesson preparation and classroom organization).

Section 7.9
Employees requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received by the employee in the higher classification.

The District agrees to use classified staff as appropriate for both state and federal law.

Section 7.10.
An employee’s primary job shall be the first priority on any given day. The “primary job” is defined as the assignment where the employee has the most hours. An employee’s primary job must be covered before the employee will be granted leave to accept additional hours outside the primary classification.

The employee must be available to complete their primary assignment or provide the District ample time to find coverage for the job before the employee will be granted leave to accept additional hours in another job classification.

The District will make a good faith effort to find substitute coverage and grant the employee leave from their primary position so they can accept the job opportunities with additional hours.
If the District is not successful at finding substitute coverage, the request can be denied.
The District may, but is not required to, split the hours of the employee requesting leave.

Section 7.11.
Recognizing that personnel in the Transportation classification present special shift problems, the parties agree that shifts shall be established in that classification in relation to routes and driving times requisite to fulfilling tasks assigned by the Supervisor of Transportation; provided, however, that employees in the Transportation classification shall be entitled to the benefits of Section 7.4 to the same degree as any other employee; and provided further that all bus drivers shall receive pay thirty (30) minutes for each AM bus run and thirty (30) minutes for each PM bus run worked for the purpose.
of bus cleanup and bus warmup in addition to actual hours of driving time. Drivers shall receive a minimum one (1) hour pay for each AM and PM run, in addition to the aforementioned time in this section.

Section 7.11.1. Extra Trips.
All trips other than regular daily scheduled bus runs shall be compensated at the employee's base hourly rate for all driving time (for standby rate refer to Schedule A); provided, however, that bus drivers shall be subject to the provisions relative to overtime hereinafter provided. If there are thirty (30) minutes or less between assignments, the base hourly rate shall continue uninterrupted. Drivers will receive a minimum of one (1) hour pay for each Driver’s Staff Meeting. Drivers shall receive a minimum of two (2) hours pay for each extra trip. An extra trip is defined as any work other than the normal work shift and workday, not connected to the normal work shift or workday.

Section 7.11.2. Overnight Trips.
Drivers shall receive their regular driving rate for all driving time and standby rate for standby time to complete a minimum of eight (8) hours per day, excluding the return day which will have no minimum hour guarantee.

Section 7.12. Overtime.
All hours worked over eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the employee's base pay, except bus drivers who will receive one and one-half (1½) times their base pay for all hours worked over forty (40) hours per week.

Section 7.13. Comp Time.
Employees will be allowed comp time as mutually agreed. All comp time will be entered in the regular District timesheet and records will be kept in the regular District timekeeping process. Comp time will not accrue beyond forty (40) hours during the current school year. Comp time which remains unused at the end of the employees work year will be cashed out no later than August 31st. There will be two kinds of comp time. Comp time which is beyond the regular work week of an employee who works less than forty (40) hours per week, and comp time which is accrued at over forty (40) hours per week and will be comped at an hour and a half per hour basis. The District shall not solicit employees to accept compensatory time in lieu of other compensation.
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. Memorial Day
3. Fourth of July
4. Labor Day
5. Veterans’ Day
6. Thanksgiving Day
7. President’s Day
8. Christmas Eve Day
9. Christmas Day
10. Martin Luther King’s Birthday

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

Section 8.1.2. Worked Holidays.
Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus their appropriate base rate for all hours worked on such holidays.

Section 8.1.3. Holidays During Vacation.
Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

Section 8.2. Vacations.
The vacation credit to which an employee shall be entitled shall be computed in accordance with the following rules.

Section 8.2.1.
Upon completion of one (1) year of service with the District, each full-time employee (260 days) shall receive five (5) days paid vacation.

Section 8.2.2.
Upon completion of two (2) years of service with the District, each full-time employee (260 days) shall receive ten (10) days paid vacation.

Section 8.2.3.
Upon completion of three (3) years of service with the District, each full-time employee (260 days) shall receive fifteen (15) days paid vacation. Beginning with the sixth (6th) year of continuous employment, one (1) additional day of vacation with pay shall be allowed for every two (2) years through the fourteenth (14th) year of employment to a maximum of twenty (20) days each year.
Section 8.3.
Any vacation credit currently due but unused by the actual 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.

ARTICLE IX
LEAVES

Section 9.1. Sick Leave.

Section 9.1.1.
Each employee shall accrue twelve (12) days of sick leave per year. An employee who works eleven (11) work days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated to the maximum allowed under State statute. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. Sick leave can be used for personal illness.

Section 9.1.1.1. Sick Leave Time Off / Care of Family Members.
The District shall allow an employee to use a choice of his/her accrued sick or other paid leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision, a child of the employee who is over the age of eighteen (18) who is incapable of self-care, or a grandchild who is a dependent of and living with the employee if the dependent is under the age of eighteen (18) with a health condition that requires treatment or supervision; or a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. The definitions of the family relationships are spelled out in RCW 49.12.265. An employee may not take advance leave until it has been earned.

Section 9.1.2. Industrial Insurance Leave.
In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall offer employees the options available to them pursuant to RCW 51.32.090.

Section 9.1.3.
Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given credit for such accrued sick leave upon employment by the District.
Section 9.1.4. Sick Leave Attendance Incentive Program.
In January of the year following any year at which a maximum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.

Section 9.1.4.1.
At the time of separation from School District employment, due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

Section 9.1.5. Federal and State Family Leave.
The District will follow and adhere to the Federal and State Family Leave Act.

Section 9.2. Bereavement Leave.
Each employee may be entitled to a maximum of three (3) days leave with pay per occurrence, for absence caused by death to an employee's child, step-child, spouse, parent, step-parent, grandparent, sibling, parent-in-law, grandchild, son-in-law, brother-in-law, sister-in-law, daughter-in-law, aunt, or uncle. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is non-cumulative.

Section 9.3. Personal Leave.
Each employee shall be entitled to three (3) days personal leave paid per year. Personal leave days can be carried over to the next school year up to a maximum of five (5) days. In the best interest of District operations, no personal leave days will be taken during the first three (3) weeks of the school year or during the last three (3) weeks of the school year. Personal leave is not sick leave.

Section 9.4. Maternity Leave.
Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance with Section 9.1.1 above. Before returning to work, the employee must be certified by her physician as ready and able to return.

Section 9.5. Paternity Leave.
An employee, upon request, may be granted up to three (3) days leave, on or about the date of the birth of the child of the employee and partner. Such leave shall be deducted from that accumulated pursuant to Section 9.1.1 above.

Section 9.6. Religious Leave.
Employees of the District are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee may select the days on which the employee desires to take the two unpaid holidays after consultation with the employer. The employer must allow the employee to
do so unless the employee’s absence would imposed an undue hardship on the employer or the 
employee is necessary to maintain public safety.

Section 9.7. Judicial Leave.
In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named 
as a codefendant with the District, such employee shall receive a normal days pay for each day of 
required presence in court; provided, however, that any compensation received for such service shall be 
deducted prior to payment by the District. Such repayment shall not exceed the employee's normal 
daily pay less bona fide expenses. In the event that an employee is a party in a court action, such 
employee may request a leave of absence.

Section 9.8. Leave Of Absence.

Section 9.8.1. 
Upon recommendation of the immediate supervisor through administrative channels to the 
Superintendent, and upon approval of the Board of Directors, an employee may be granted a 
leave of absence for a period not to exceed one (1) year; provided, however, if such leave is 
granted due to extended illness, one (1) additional year may be granted.

Section 9.8.2. 
The returning employee will be assigned to the position occupied before the leave of absence. Employees/leave replacement employees hired to fill positions of employees on leave of 
absence will be hired for a specific period of time, during which they shall be subject to all 
provisions of this Agreement. It shall be the responsibility of the employer to inform 
replacement employees of these provisions.

Section 9.8.3. 
The employee will retain accrued sick leave, vested vacation rights, and seniority rights while 
on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while 
the employee is on leave of absence; provided, however, that if such leave is approved for 
extended illness or injury, seniority shall accrue.

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

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

Section 10.2. 
Each new hire shall remain in a probationary status for a period of not more than six (6) months 
following the hire date. During this probationary period the District may discharge such employee at 
its pleasure, without concern of the grievance procedure.
Section 10.3.
Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

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

A. Resignation;
B. Discharge for justifiable cause;
C. Retirement; or
D. Change in job classification within the bargaining unit, as hereinafter provided, subject to the six (6) months trial period, during which the employee retains seniority rights to their prior position.

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; or
C. Time spent on other authorized leaves.
D. Time spent in layoff status as hereinafter provided.

Section 10.6.
Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.5.

Section 10.7.
The employee with the greatest seniority shall have absolute preferential rights regarding shift selection, vacation periods, and work within their primary classification for additional hours up to eight (8) hours, and special services (including overtime). The employee with the greatest seniority shall have preferential rights regarding promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the organization's grievance committee chairman its reasons why the senior employee or employees have been bypassed.

Section 10.8.
Employees who change job classifications within the bargaining unit shall retain their seniority dates in the previous classification for a period of ninety (90) days, or one (1) year if there is an opening, notwithstanding that they have acquired a new seniority date and a new classification.

Section 10.9.
The District shall publicize within the bargaining unit for five (5) work days the availability of open positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall be forwarded to the President of the Association.
Section 10.10.
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 over outside applicants in
filling an opening in the classification held immediately prior to layoff. Names shall remain on the
reemployment list for two (2) years.

Section 10.11.
Employees on layoff status shall file their addresses in writing with the personnel office of the District
and shall thereafter promptly advise the District in writing of any change of address.

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

Section 10.13.
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 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.

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

Section 11.2.1.
Should the District decide to discharge any non-annual employee, the employee shall be so
notified in writing prior to the expiration of the school year.

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

ARTICLE XII
EVALUATIONS

Section 12.1.
Employee performance evaluations shall be conducted on an annual basis for employees. Evaluations
are reflective of the employee’s immediate supervisor’s or principal’s opinion of the employee’s work
performance during that calendar school year. Performance evaluations shall be conducted in
conformance within the following guidelines.

Section 12.1.1.
The written evaluation shall be completed by the employee’s immediate supervisor or principal,
when applicable. The evaluating supervisor or principal shall have intimate knowledge of the
employee’s performance. Classified employees shall not evaluate other classified employees.

Section 12.1.2.
The employee shall be provided a copy of the completed evaluation.

Section 12.1.3.
Employees shall have the right to provide a written response to an unfavorable evaluation. The
employee’s written response shall be attached to the evaluation when placed in the employee’s
personnel file and shall remain part of their permanent personnel record.

Section 12.1.4.
The employee’s signature on the evaluation form shall not be construed as an employee
agreement with the contents. Evaluation forms shall contain the following statement under the
signature line: “Employee’s signature indicates only that he/she has read and has received a
copy of this evaluation, not necessarily that he/she agrees with the content. Employee
comments may be attached.”

Section 12.1.5.
Evaluations shall be part of the collective bargaining agreement and shall be attached.

ARTICLE XIII
INSURANCE AND RETIREMENT

Section 13.1.
The District agrees to provide the full state allotment for employee benefits, per month, for twelve (12)
months, for each full-time equivalent employee in the bargaining unit and a prorated amount of the
same for all regular part-time employees in a pool of funds to be used for the purchase of insurance benefits. The District will then deduct the entire carve-out, each month, per FTE, from the pool, for the mandatory contribution to the Health Care Authority. The remainder of the pool will be distributed as in the past. It is understood that the FTE count shall be computed on the new 1,440 hour formula and it shall be frozen at the S-275 classified FTE in the bargaining unit for the purpose of generating the pool.

Upon the closing of insurance plan enrollment periods, the District shall compare the bargaining unit insurance premium usage to the size of the premium pool. Such comparison information is to be provided to the Association. If the pool exceeds usage, the excess shall be divided by employees whose insurance enrollments cause payroll deductions, with said division to be on a pro rata basis until enrollments are fully paid or the excess pool is depleted. It is understood that except for the addition of new dependents, enrollments for dependents shall close on October 1st of each year. The above rate shall begin September 1st for twelve (12) months.

### 13.1.1.

Eligible employee(s) may choose from the medical plans offered by the District and agreed upon by the District and the Association.

Employees shall be offered a choice of the following:

- Health Insurance Plan
- High Deductible Health Plan (HDHP) with a Health Savings Account (HSA)

As a result of the implementation of RCW 28A.400.280, each employee who selects medical benefit insurance coverage and is included in the insurance pool, will pay a minimum charge for the insurance agreed upon by the District and the Association.

It is understood that in the event that the state legislature modifies legislation that changes the current funding scheme or requires school employees to move to a different health care system, this provision may become void; provided, that the District and the Association shall meet and confer in that event regarding any impacts of such change to PSE employees.

### Section 13.2.

The District shall provide tort liability coverage for all employees subject to this Agreement.

### Section 13.3.

The District shall make required contributions to ESD 112 Industrial Insurance Pool on behalf of all employees subject to this Agreement.

### Section 13.4.

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

### ARTICLE XIV
VOCATIONAL TRAINING

Section 14.1.
In the mutual interests of the District and Association, the District shall cause funds to be available which may be used by employees subject to this Agreement for vocational improvement.

Section 14.2.
Such funds may be utilized for the following purposes, without limitation:

Section 14.2.1.
Salary and reimbursement for employees subject to this Agreement to attend recognized vocational courses.

Section 14.2.2.
Expenses and materials to establish courses of study within the confines of the District which would be of mutual benefit to the employee and the District.

Section 14.2.3.
Purchase of recognized vocational courses from local, State, or national educational institutes which would improve the potential of employees subject to this Agreement.

ARTICLE XV
ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 15.1.
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 15.2.
All employees subject to this Agreement who are not members of the Association on the effective date of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement.

Section 15.3.
The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of this Agreement, an amount determined by the Association no later than December 1st of each instructional year. This service charge shall be collected by the Association in the same manner as monthly dues.
Section 15.4.
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 15.5.
The District will notify the Association of all new hires within ten (10) work days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

The Association will give a brief presentation to new employees. The purpose of the presentation is to welcome new classified employees to the local chapter. The Association orientation will be conducted by a representative designated by the Association. The orientation will take place the first month the employee is hired and will occur during break times or after work hours.

Section 15.6.
Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the State Department of Labor and Industries pursuant to RCW 41.56.

Section 15.7. Checkoff.
The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the PSE/SEIU Local 1948 on a monthly basis.

Section 15.8. Committee on Political Empowerment.
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 Association on a check separate from the Association dues transmittal check. Section 15.9 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/SEIU Local 1948 State Office about the right to revoke the request.

Section 15.9. Hold Harmless.
The Association will indemnify, defend, and hold the District harmless against any claims, suits, orders, and/or judgments against the District on account of any checkoff of Association dues or voluntary political contributions.
ARTICLE XVI

GRIEVANCE PROCEDURE

Section 16.1.
Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

Section 16.2. Grievance Steps.

Section 16.2.1.
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. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 16.2.2.
If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following:

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

The employee shall submit the written statement of grievance to the District Superintendent or the Superintendent's designee for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. The parties will have five (5) work 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 16.2.3.
If no settlement has been reached within the five (5) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) work days to the District Board of Directors. After such submission, the parties will have fifteen (15) work 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. 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 16.2.4.
If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) school days of receipt of the written disposition of the Board. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accord with its rules, which rules shall likewise govern the arbitration proceeding, except as provided in "Jurisdiction of the Arbitrator." The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground rule, except as provided in "Jurisdiction of the Arbitrator," or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

Section 16.3. Arbitration Costs.
Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.

Section 16.4. Jurisdiction Of The Arbitrator.
The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the Agreement as cited in the grievance form. The arbitrator shall not substitute his knowledge for the expressed provisions of the contract under question. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with the grievance may be consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

Section 16.5.
The grievance or arbitration discussions shall take place whenever possible on school time.

Section 16.6.
The employer shall not discriminate against any individual employee or the Association for taking action under this Article.

ARTICLE XVII
TRANSFER OF PREVIOUS EXPERIENCE

Section 17.1.
Any new hire who had just previously been employed by any school district or educational service district (ESD) in the State of Washington, and is hired to perform work similar to that in which previously engaged, shall be given longevity credits in the District in accordance with State statute.
Section 17.2.
The longevity credit so transferred shall be applicable to all benefits herein, except the seniority provisions.

ARTICLE XVIII

SALARIES AND EMPLOYEE COMPENSATION

Section 18.1.
Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.

Section 18.2.
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 18.3.
Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XIX, Section 19.3. 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 18.4.
Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement if possible, and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XIX, Section 19.3, such retroactive pay shall be paid on the first regular payday following agreement on such schedule, if possible, and in any case not later than the second regular payday.

Section 18.5.
For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (¼) hour.

Section 18.6.
Any employee required to travel from one site to another in a private vehicle during work hours shall be reimbursed for such travel on a per-mile basis at the prevailing District rate.

Section 18.7
The District will provide electronic devices (iPad, cell, etc.) for drivers who choose to clock in/out while on their bus; or drivers may choose to clock in/out using NOVA time inside the staff room.

Section 18.8
Employees required to remain overnight on District business shall be reimbursed for reasonable room and board expenditures.
Section 18.9. Lodging.
The employer shall make lodging reservations for bus drivers on trips that require an overnight stay. Accommodations will be single occupancy although, where necessary, may be double occupancy with another adult over the age of 21.

Section 18.10. Education Incentive Program.
The District will institute an Education Incentive Program for employees who complete or as of September 1, 1996 have previously completed courses of study within their respective general job classifications, that are considered advantageous to the District, as determined by the Superintendent. If the Association disagrees, it may appeal this decision to the Board of Directors. An employee may earn college or university credits for learning activities conducted outside their workday. However, if assigned to training by their principal or administration supervisor and the training is conducted during regular work hours, the employee may receive clock hour credit. Successful completion of such studies will entitle the employee to receive compensation in the amount of:

Programs completed within the range of 27-39 credits or 270-399 clock hours = $0.25 per hour.

Programs completed within the range of 40-80 credits or 400-800 clock hours = $0.50 per hour.

Programs completed within the range of 81-130 credits or 801-1300 clock hours = $0.75 per hour.

Programs completed within the range of 131-180 credits or 1301-1800 clock hours = $1.00 per hour.

Education incentives will be applied according to the employee’s status on September 1 of each school year.

An example of appropriate training might include the following:

A. In-service or college courses.
B. Workshops, seminars and conference.
C. Building based workshops.
D. ESD workshops.
E. District sponsored workshops.

Credit shall be allowed only once for any one course or activity in any given year. Salary enhancement pay shall not be taken out of state salary funding, nor shall it otherwise impact salary improvements.

ARTICLE XIX

TERM AND SEPARABILITY OF PROVISIONS

Section 19.1.
The term of this Agreement shall be September 1, 2017 to August 31, 2020.

Section 19.2.
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 19.3.
This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate Schedule A and fringe benefits herein; and provided further, that this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Section 19.3.1.
For the period of September 1, 2017 through August 31, 2020, Schedule A shall be increased by the annual state-funded amount identified in the State budget for the purposes of providing and funding inflationary adjustment increases for all bargaining unit employees.

1. Beginning September 1, 2017, the District will increase all wages on Schedule A by 2.0% in addition to the state-funded increase of 2.3% for a total increase of 4.3%.

2. Beginning September 1, 2018, the state-funded increase of 2.3% will be passed onto all bargaining unit employees.

Section 19.4.
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 19.5.
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. Such invalid provision(s) shall be renegotiated upon written notice by either party within thirty (30) calendar days.

Section 19.6.
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 19.3.
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES OF GLENWOOD

BY: ___________________ /original signature on file/
    Emma LaVallie, Chapter President

DATE: August 29, 2017

GLENWOOD SCHOOL DISTRICT #401

BY: ___________________ /original signature on file/
    Heather Gimlin, Superintendent

DATE: August 29, 2017
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Glenwood School District
Classified Evaluation Report

Employee’s Name

Position ___________________________ Evaluator ___________________________

Date ___________________________

S = Satisfactory
U = Unsatisfactory

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<td>ability to learn new duties</td>
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<td><strong>Attitude Towards Others</strong></td>
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<td><strong>Attitude Towards Work</strong></td>
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<td>Demonstrates positive attitude</td>
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Evaluator’s Signature ___________________________ Date ___________________________

Employee’s Signature ___________________________ Date ___________________________

Employee’s signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached.