

The Sequim School District and Public School Employees of Sequim tentatively agree to the following amendments to the Collective Bargaining Agreement (CBA). All other provisions of the CBA shall continue the successor CBA.

TA 9/2/16 - **Section 1.1.** The District hereby recognizes the Union as the exclusive representative for all classified employees employed as secretaries and clerks except the Administrative Assistant to the Superintendent 's Secretary, Administrative Assistant of the Assistant Superintendent, Data Security Manager, Grant Manager/Public Relations Director of Communication/Volunteer Coordinator, Payroll/Personnel/Benefits Specialists Payroll Benefits/Personnel Specialist, Personnel Specialist/Sub Online. Receptionist, Business Manager, Accounting Clerk and District Assessment and Tech Support Coordinator. The District Skyward CEDARS Data Specialist, Fiscal Specialist and Payroll Specialist positions' bargaining unit status shall be subject to the attached Memorandum of Understanding.

Memorandum of Understanding (Attached to the Collective Bargaining Agreement:

The District Skyward CEDARS Data Specialist position, currently exempt, shall be posted as a PSE bargaining unit position when the incumbent employee vacates the position.

The Fiscal Specialist position, currently exempt, shall be posted as a PSE bargaining unit position when the incumbent employee vacates the position.

The Payroll Specialist position, currently exempt and vacant, shall be posted as a PSE bargaining unit position, when the district, deems it necessary to fill the position.

The District agrees to notify the Union President, in writing, of any change of circumstance that may result in the district not filling one of the above positions or restructuring of duties, in a way, that impacts that PSE bargaining unit confidential-labor-relations duties of exempt office personnel positions.

TA 6/22/16 - **Section 1.3.**

~~The parties recognize the letter of agreement between the Paraeducator bargaining unit and the District regarding the status of the Secretarial/Clerical bargaining unit work dated September 16, 2002 (attached) and the MOU dated January 22, 2007 (attached).~~ The MS Counseling Secretary Para position will be posted as a Secretarial position when the incumbent employee vacates the position. The Health Services Specialist position will be posted as a secretarial position when the incumbent employee vacates the position.

TA 6/22/16 - **Section 3.3.**

An employee shall be entitled to have present a representative of the Union during any meeting, which might reasonably be expected to lead to disciplinary action. Employees also shall be entitled to have present a representative of the Union at any disciplinary or any grievance meeting.

TA 6/22/16 - **Section 3.4.**

Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement on the basis of race, national origin, creed, sex, sexual orientation, religion, age, private or personal life that does not affect job performance, marital status or the presence of a disability.

TA 8/10/16 **Section 4.14.** The District agrees to provide a list of secretaries, their position and phone extension during the new employee payroll orientation.

TA 6/27/16 - **Section 7.1. Illness and Injury.**

Section 7.1.1.

~~Not more than ten (10) days per year annual leave shall be provided for illness or injury in accordance with RCW 28A.400.300 implementing administrative rules and regulations.~~ Each employee working one hundred eighty (180) days per year shall accumulate twelve (12) days of sick leave per year. Employees working less than one hundred and eighty (180) days per year shall receive a prorated amount of sick leave based on the immediately preceding sentence. ~~Sick leave may be used in accordance with the Washington Family Care Act, Sections 49.12.270 to 49.12.295 RCW. In addition to the immediately preceding sentence childcare leave shall be extended for children age eighteen or over who are currently enrolled in a K-12 public school.~~ Pregnancy, childbirth and physical disability shall be defined as personal illness for purposes of this Agreement.

TA 6/27/16 - **Section 7.1.8 Emergency Leave.**

Each employee shall be granted two (2) days emergency leave per year with pay, which shall be deducted from sick leave. Use of Emergency Leave must be approved by the District and must be due to a problem that has suddenly precipitated or where pre-planning could not relieve the necessity for the employee absence.

Section 7.2. Personal Leave.

TA 6/27/16 - **Section 7.2.1.**

Not more than ~~two (2)~~ three (3) additional days annual personal leave per year shall be provided for attending to personal or business matters. No reason must be given to the employee's supervisor.

Section 7.2.2.

Employees shall, whenever possible, give notice to the building principal of intention to exercise personal leave within seven (7) days of the anticipated leave.

TA 8/16/16 - **Section 7.2.3.**

Compensation for personal leave shall be the same as the compensation such employee would have received had such employee not taken the leave. Employees may accrue up to four (4) leave days. Unused personal leave shall revert to accumulated illness and injury leave be cashed out, at the end of the fiscal year, at Range A, Step 1 of Schedule A.

TA 6/22/16 - Incorporate Sections 7.9.2 and 7.10 from September 4, 2013 Letter of Agreement:

Section 7.9.2.

Employees scheduled to work two hundred twenty-three (223) work days or more shall receive all twelve (12) paid holidays specified in Section 7.9.

Section 7.10.

Paid vacation shall be granted to employees scheduled to work positions of two hundred twenty-three (223) work days or more per year as follows:

Years of Service	Days Accrued Yearly	Monthly Accrual Rate
1	10	0.833
2	10	0.833
3	11	0.917
4	12	1.000
5	13	1.083
6	14	1.167
7	15	1.250
8	16	1.333
9	17	1.417
10	18	1.500
11	19	1.583
12	20	1.667
13	22	1.833
14	22	1.833
15 or more	25	2.083

Vacation days are earned at the end of the month. Years of service shall be based on the total FTE years of District employment in the PSE of Sequim bargaining unit. Vacation days may be carried forward to a maximum of forty (40) days at each employee's anniversary date. Any vacation accumulated beyond this limit will be

forfeited unless the excess accumulation is due to a disapproved vacation request. Vacation shall be scheduled at the request of the employee with the administrative approval.

Upon layoff or separation of District employment, employees shall be paid earned vacation up to a maximum of thirty (30) days in their final paycheck. Any vacation accumulated beyond the thirty (30) day limit shall be forfeited upon separation of employment.

TA 8/16/16 - **Section 11.1.**

The District shall contribute the insurance amount specified in the State Budget (e.g. for ~~2012-2013~~ 2016-17 fiscal year the amount is ~~\$768.00~~ \$780.00 per month, per FTE). For insurance calculation purposes only, a FTE shall be defined, or prorated, based on 1,440 hours per year. In addition, the District shall pool all unused District Insurance Contribution funds within the bargaining unit to supplement employee medical premiums which exceed the individual District Insurance Contribution. The District will pay ~~twenty dollars (\$20.00)~~ fifty percent (50%) of ~~toward~~ the retiree subsidy per month, which shall neither be deducted from the district insurance contribution nor the insurance pool. The fifty percent (50%), of the retiree subsidy, not paid by the district shall be deducted from the employee's district insurance contribution consistent with current practice. Any additional subsidy cost will be paid from the pool. Each February, the District will make an adjustment to the pool established in September to reflect increases or decreases in hours which were made between September and January 31. At the request of the Union, the District agrees to bargain payment of the retiree subsidy.

TA 6/22/16, updated TA 8/16/16 - Incorporate Sections 12.1 and 12.1.1 from June 4, 2015 Letter of Agreement:

Section 12.1.

When an employee leaves one employer as defined in Section 12.1.1 within the State of Washington and commences employment with the Sequim School District, the employee shall retain the same longevity, leave benefits, and other benefits that the employee had in his or her previous position: PROVIDED, that employees who transfer between districts shall not retain any seniority rights other than longevity when leaving one school district and beginning employment with another. If the school district to which the person transfers has a different system for computing leave benefits, and other benefits, then the employee shall be granted the same seniority longevity, leave benefits and other benefits as a person in that district who has similar occupational status and total years of service. ~~As of June 1, 2015, employees shall be placed on Schedule A as stated in Exhibit A-1 attached hereto.~~

TA 6/22/16 - **Section 12.1.1.**

The following employers, with the State of Washington, shall qualify as an "employer" as stated in the first sentence of Section 12.1:

- Public School District
- Superintendent of Public Instruction
- Educational Service Districts
- State Board of Education
- State School for the Blind
- State Center for Childhood Deafness and Hearing Loss
- Institutions of Higher Education
- Community and Technical Colleges

TA 6/22/16 - Incorporate Section 13.2.4 from June 4, 2015 Letter of Agreement:

Section 13.2.4.

Any employee who changes job positions, within this bargaining unit, shall receive full longevity credit regarding step placement on Schedule A. ~~As of June 1, 2015, employees shall be placed on Schedule A as stated in Exhibit A-1 attached hereto.~~

~~Open - **Section 13.2.5.** Once an employee completes a year of service on Step 20 of Schedule A, said employee shall receive an additional ten cents (\$.10) per hour effective September 1. The following September 1, an additional ten cents (\$.10) per hour will be provided for a total of twenty cents (\$.20) per hour. This additional twenty cents (\$.20) per hour will be provided for the remainder of the employee's service, but no further additions will be provided pursuant to this section.~~

TA 8/16/16 - **Section 13.2.5. Longevity.**

- a. Beginning with the tenth (10th) year, employees shall receive a ten cent (\$.10) per hour longevity premium added to their ten (10) year step as per Schedule A;
- b. Beginning with the fifteenth (15th) year, employees shall receive a twenty-five cent (\$.25) per hour longevity premium added to their ten (10) year step as per Schedule A;
- c. Beginning with the twentieth (20th) year, employees shall receive a fifty cent (\$.50) per hour longevity premium added to their ten (10) year step as per Schedule A.
- d. Beginning with the twenty-fifth (25th) year, employees shall receive a seventy-five cent (\$.75) per hour longevity premium added to their ten (10) year step as per Schedule A.
- e. Beginning with the thirtieth (30th) year, employees shall receive a one dollar (\$1.00) per hour longevity premium added to their ten (10) year step as per Schedule A.

Bargaining Discussion: Implementation would be consistent with the methodology used for Schedule A step placement i.e. district approved non-district experience will be considered along with Sequim School District experience for purposes of longevity step placement.

TA 8/16/16 - **Section 13.4.1.**

~~Implemented 2005-06 and continues through the duration of contract with~~ The primary index increased as the annual state teacher salary schedule is updated. The primary index is set as the current salary rate in the WA state teacher schedule for a teacher with 16 years experience in the MA + 90 education column for a 180 day work year.

TA 8/16/16 – Amend Section 13.4.1 to read:

Conceptual:

2016-17: Total of 3% inclusive of the 1.8% State Increase Percentage.

*2017-18: 35 cent increase to all rates on Schedule A, inclusive of the State Percentage Increase or the total State Percentage Increase, whichever is greater.

*2018-19: 40 cent increase to all rates on Schedule A, inclusive of the State Percentage Increase or the total State Percentage Increase, whichever is greater.

Section 13.4.1. ~~Implemented 2005-06 and continues through the duration of contract with~~ The primary index increased as the annual state teacher salary schedule is updated. The primary index is set as the current salary rate in the WA state teacher schedule for a teacher with 16 years experience in the MA + 90 education column for a 180 day work year. Effective September 1, 2016, Schedule A shall be increased by a total of 3%, inclusive of the increase provided in the first sentence of this subsection. Effective September 1, 2017, Schedule A shall be increased by thirty-five cents (\$0.35) per hourly rate, inclusive of the increase provided in the first sentence of this subsection or the total State Percentage Increase, whichever is greater. Effective September 1, 2018, Schedule A shall be increased by forty cents (\$0.40) per hourly rate, inclusive of the increase provided in the first sentence of this subsection or the total State Percentage Increase, whichever is greater. For example, if the State Increase Percentage Increase is 1.8% for 17-18 FY, the increase would be 35 cents. Whereas if the State Increase Percentage Increase is 5% for 17-18 FY the increase would be 5%. The primary index shall be adjusted consistent with this subsection.

TA 6/22/16 - Delete current Section 13.4.2 and renumber remainder of Section.

Section 13.4.2.

~~Placement of employees on the wage schedule for 2008-2009 shall be based on their 2007-2008 step placement, plus annual increments, except as provided in Section 13.2.4 and the Agreement.~~

Section 13.4.2.

New employees who would not otherwise benefit from the statutory transfer of longevity pursuant to RCW 28A.400.300 Sections 12.1 and 12.1.1 are credited experience at a rate of one year for every three years of similar experience to a maximum incremental step placement of no greater than Step 3.

Section 13.4.3.

Renumber current Section 13.4.4

Section 13.4.4.

Renumber current Section 13.4.5.

TA 6/22/16 - Incorporate Section 16.6 from June 4, 2015 Letter of Agreement:

Section 16.6.

When the District creates a new job title position or substantially changes the duties of an existing position the District agrees to negotiate hourly pay rates with the Union in accordance with Chapter 41.56 RCW.

TA 8/16/16 - **Section 16.1.**

The term of this Agreement shall be September 1, ~~2012~~ 2016 to August 31, ~~2015~~ 2019.

Section 16.5.

~~The Union and the District agree to meet on or about February March 1, 2013 2017 for the purposes of conducting a joint wage survey utilizing the K-12 labor market as the comparison group. At the option of the Union, Schedule A shall be reopened to negotiate wage rates for the 2013-14 fiscal year to negotiate educational enhancements.~~

Memorandum of Understanding: (Attached 2016-17 FY Wage Placement Document)

MOU Grandfather Concept: If the 16-17 FY incremental step using the 15-16 FY Schedule A increased by 3% is greater than the agreed to Schedule A for 16-17 FY; such employees shall be grandfathered at the higher rate for the 16-17 FY. Once movement to the 17-18 FY increment takes place on September 1, 2017 these employees shall be no longer grandfathered and shall be paid consistent with their 17-18 FY increment step rate on Schedule A.

Schedule A:

Initial Index Rate for Range A is: .000245512

Initial Index Rate for Range B is: .000269885

The Primary Index and Experience Increment on Schedule A is 2%.

Memorandum of Understanding:

Discussion of ½ day(s) in school calendar: In the event the school calendar includes an early release day on the day before Thanksgiving employees shall have the option to leave work early yet receive a full day of pay at their regular scheduled hours. If leave is used on the day before Thanksgiving, a full day of leave will be used consistent with payment at the employee's regularly scheduled hours. The parties shall meet annually following Board approval of the school calendar to review the use of half-days in the school calendar.

FOR THE DISTRICT

PUBLIC SCHOOL EMPLOYEES

President

Representative

Board Member
Representative

Board Member
Representative

Board Member

Board Member

Superintendent

DATE _____

