LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, SELKIRK CHAPTER AND THE SELKIRK CONSOLIDATED SCHOOL DISTRICT #70. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XIV, SECTION 14.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree:

To keep the changes made to accommodate the 4-day school week as implemented in 2017-18 school year as follows:

1. Beginning with the 2017-18 School Year, the District adopted a four-day student school week with the intention of increasing student and staff attendance and improving working conditions by providing extra time during a school year work week calendar for vacations, personal business, and appointments. While the District recognizes all personal business and appointments cannot be accomplished on non-work day Fridays, the hope is that staff will make a concerted effort to do so as much as possible with the recognition that the contractual personal leave days are intended for those special events or personal needs that cannot be accomplished on non-work Fridays. Using a baseline from the 2015-16 school year, aggregated staff attendance numbers (personal and sick leave) will be reported annually to the State Board of Education in support of the District’s 4-day school week application.

2. Add “or designee” to Section 4.1. – Evaluations as follows:

Section 4.1. Evaluations.
Each employee’s performance shall be evaluated annually by the employee’s immediate supervisor or designee. Bargaining unit members will not administer such evaluations, with the exception of driver trainers, who may evaluate driving skills only. Performance evaluations shall fairly and accurately reflect each employee’s actual duty performance.

3. Add language to the sick leave accrual as follows:

Section 8.1.
Employees who regularly work full-time for twelve (12) months shall accrue sick leave at the rate of one (1) day per month, up to a maximum of ninety-six (96) hours per work year for year-round employees, and up to eighty (80) hours for school year employees.

Employees, who work less than full-time, but working a minimum of nine months, shall accrue no less than ten (10) sick leave days per year based on their average daily shift, provided that employees hired after the start of the school year will earn a maximum of one (1) day of sick leave for each month of employment. The employee’s average daily shift calculation shall be determined by dividing the total annual hours by the number of workdays. (Example: 3 hours per day/4 days per week with a work year of 98 days. 98 x 3=294/total annual hours ÷ divided by 150 workdays (excluding the in-service days) = 1.96 “average daily shift” hours per day). This average daily shift calculation shall be utilized in the allocation of all categories of leave.
Sick leave shall be vested when earned and may be accumulated to a maximum of one hundred-eighty (180) days.

4. Amend Sick Leave Incentive Program to convert days to hours as follows:

**Section 8.2. Sick Leave Incentive Program.**

At the time of separation from School District employment, a retirement eligible employee, as defined in RCW 28A.400.212, or the employee’s estate shall receive remuneration at a rate equal to one (1) hour of compensation for each four (4) hours of accrued leave for illness or injury at District expense, provided that the employee notifies the District of their intention to retire prior to April 1 in the year immediately preceding the year of retirement.

The maximum accrued leave will be 180 days X 8 hours (1440 hours) for all classified employees. Employees retiring without notification to the District prior to April 1 of the year preceding their retirement will be limited to compensation capped at no more than nine thousand dollars ($9000) for all employees retiring that year, regardless of accrued days for each employee. The nine thousand-dollar ($9000) pool will be divided proportionate to the days accrued.

In addition, each January an eligible employee can exchange accrued sick leave in excess of 480 hours for all classifications of employees pursuant to RCW 28A.400.210(1).

For the purpose of this provision, retirement shall be defined as when an employee is eligible to receive benefits under a Washington State Retirement System.

5. Amend Section 8.5. Vacation Leave to identify hours allotted.

<table>
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<tr>
<th>Years of Service</th>
<th>Vacation</th>
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<tr>
<td>0 through 5 years</td>
<td>10 days (up to 80 hours)</td>
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<tr>
<td>6 through 12 years</td>
<td>15 days (up to 120 hours)</td>
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<tr>
<td>Over 12 years</td>
<td>20 days (up to 160 hours)</td>
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6. Amend Personal leave to identify hours allotted, adjust carryover and use language as follows:

**Section 8.12. Personal Leave.**

Each employee shall be entitled to three (3) paid personal leave days up to a maximum of 24 hours prorated for employees working less than 165 days per year with the approval of the Superintendent or his/her designee. Personal leave is neither sick leave nor bereavement leave.

While the District operates under a 4-day school week waiver, at the beginning of each school year each full-time employee covered by this Agreement will be credited 3 days up to a maximum of twenty-four (24) hours of personal leave to be used for special events or personal business. Employees who work less than full-time but working a minimum of nine (9) months, will be credited three (3) days of the employee’s average daily shift per Section 8.1. Employees will make an effort to give at least three (3) days’ notice prior to taking leave. However, the District recognizes emergencies may arise that do not allow that notice.
Employees will recognize that the goal of the 4-day school week is improve working conditions by providing at least three business days per month of non-work time for personal business or vacation within the school year calendar which, hopefully, minimizes the need for additional personal time off. Increased staff attendance is a goal of the District’s 4-day School Week Waiver.

Employees will not use consecutive days of personal leave, provided, however, that the superintendent may grant exceptions for extenuating circumstances.

Absences will be charged rounded to the nearest 15 minutes or .25 hour. At the end of the 2017-18 school year, and each subsequent year while the District operates a 4-day school week, any unused leave will be cashed out at per diem rates and included in each employee’s August paycheck. No carryover of leave is permitted.

7. Amend Holidays as follows:

Section 8.13. Holidays.

Holidays shall be granted as paid non-workdays for each twelve (12) month employee who works a five (5) day, 8-hour shift, and shall be observed as follows:

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

Employees who chose to work a modified shift of more than 8-hours per day (such as a 4-day, 10-hour shift), shall be granted the above-listed holiday pay only if the holiday falls within their work calendar, and then the holiday will be recognized at the rate of their scheduled shift.

Employees eligible for holiday pay who are required to work on any of the designated holidays shall receive twice their applicable base rate in pay for any hours worked on the holiday. If an employee who does not qualify for holiday pay is requested to work on a holiday, he/she shall be paid double his/her regular rate of pay for all hours worked or at the option of the employee, shall be provided with equal time off to be used prior to the end of the school year. If the time-off is not allowed, the employee will be paid double-time for the hours worked.

Section 8.14.
School year classified employees will be granted the following holiday: Memorial Day.

Holiday pay for this section will be based on the employee’s work shift during the 150 student days, not including in-service days.
8. Amend Section 9.1. as follows:

Section 9.1.  
While the District operates under a 4-day school week calendar, although the workweek 
may be flexed, all employees will be allowed two (2) consecutive days of rest.

9. The language in Section 9.5. will be amended to read:

Section 9.5. Breaks.  
Work shifts consisting of eight or more hours a day will include a thirty (30) minute 
uninterrupted lunch period as near the middle of the shift as possible, and an uninterrupted 
fifteen (15) minute first half and uninterrupted fifteen (15) minute second half rest break.

10. The number of hours will be adjusted for insurance FTE in Article XI, Sections 11.1 and 
11.1.1 as follows:

Section 11.1.  
Group insurance at District expense will be provided at the full state entitlement per month 
per FTE less the state mandated retiree subsidy toward the cost of District approved 
medical, dental, and vision plans using tiered rates. This total will be spread among 
employees based on FTE at 1328 hours. Participation will be determined by the District and 
Provider and PSE. (Rest of paragraph stays the same)

Section 11.1.1.  
1. Each employee shall receive either the amount stipulated in Section 11.1 or an 
appropriate pro-rated amount based on 1328 hours equaling 1.0 FTE.

2. After choosing benefits, any remaining funds would then be divided among 
employees with out-of-pocket premium expenditures on an FTE (2080 hours) 
basis.  
(Rest of paragraph stays the same)

IN ADDITION TO THE LANGUAGE AMENDMENTS FOR THE 4-DAY SCHOOL WEEK, THE 
FOLLOWING WILL APPLY TO LANGUAGE AND WAGES IN THE CBA:

11. Modify Article V, Sections 5.5 – 5.11 in response to the Supreme Court ruling on union 
membership as follows:

Section 5.5. Membership and Dues Checkoff.  
Each employee subject to this Agreement, may choose to become an Association member 
in good standing by paying monthly dues. Maintaining membership with the Association 
entitles the member to additional benefits of union membership. The Association shall be 
the custodian of records in terms of employee Association Membership.

Section 5.6.  
The District will notify the Association of all new hires within ten (10) workdays of the 
hire date. Notification may be in the form of email to the union president. For 
employees hired during summer months or holidays, the ten (10) workdays commence 
upon the first scheduled day of work for the new hire. The District will allow the union
to meet with the new hire for thirty (30) minutes during the new hire's workday within the first thirty (30) days of hire. This may be during a new employee orientation time. It is the responsibility of the union to schedule the meeting with the new hire at time mutually agreed to by the District and the union. Meeting times will be held as to cause the least disruption to the new hire's work responsibilities.

Section 5.7. Checkoff.
The District shall deduct PSE dues, assessment(s), and any/all voluntary contributions to the Association from the pay of any employee who authorizes such deductions in writing in accordance with applicable law. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington / SEIU Local 1948 on a monthly basis.

Section 5.8. E-Signature Authorization.
The District agrees to accept dues authorizations via E-signature in accordance with “E-SIGN.” PSE will be the custodian of all records related to E-signature authorizations. The Association agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records.

Section 5.9. Local Dues.
The District shall deduct PSE local chapter dues separately and remit all such funds to the local Chapter Treasurer on a monthly basis.

Section 5.10. 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 5.11. 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 about the right to revoke the request by Public School Employees of Washington / SEIU Local 1948.

Section 5.11. 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 check-off of Union dues or voluntary political contributions.

12. Schedule A shall be amended as attached.

13. Addendum B shall be amended as attached.
14. The state insurance allotment for contract year 2018-2019 is eight hundred forty-three dollars and ninety-seven cents ($843.97) and shall be applied in accordance with the CBA language.

15. The Health Care Authority retiree carve-out for contract year 2018-2019 is seventy-one dollars and eight cents ($71.08) and shall be applied in accordance with the CBA language.

This Letter of Agreement shall be retroactive to September 1, 2018, 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

SELKIRK CHAPTER

BY: Roxanne Robertson, Chapter Co-President

DATE: 10-9-18

SELKIRK SCHOOL DISTRICT #70

BY: Nancy Lotze, Superintendent

DATE: 10-12-18

BY: Debby Krabbenhoft, Chapter Co-President

DATE: 10-9-18
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*The Student Services Assistant position will be eliminated when the Gear-Up Grant is no longer funded.

**Anniversary Dates:** Each employee will be given their Step increase on September 1 of each year. Those employees hired after September 1 Shall not be eligible for a Step increase until the following September 1.

**Step 1**
Base salary for each category

**Step 2**
Add $0.50 to base salary Completion of (A) Apprenticeship Program, OR (B) 35 quarter college credits

**Step 3**
Add $0.75 to base salary Completion of 75 quarter college credits

**Step 4**
Add $1.50 to base salary Completion of Associate of Arts or Associate of Science Degree or 90 quarter college credits

**Step 5**
Add $1.75 to base salary Completion of 135 quarter college credits

**Step 6**
Add $2.25 to base salary Completion of a Bachelor’s Degree
ADDENDUM B

FOREMAN ENHANCEMENT SALARY SCHEDULE

SELKIRK SCHOOL DISTRICT #70

SEPTEMBER 1, 2018 – AUGUST 31, 2019

The position of **Transportation Foreman** will be included in the bargaining unit for the duration of time that **Andrew Anderson** fills the position. This letter of agreement applies only to this employee. No transfer of these agreements is made to another member of the bargaining unit.

Additionally, the position of **Maintenance Foreman** will be included in the bargaining unit for the duration of the time that **John Cain** fills the position. This letter of agreement applies only to this employee. No transfer of these agreements is made to another member of the bargaining unit.

It is agreed that the **Foreman** positions will be paid per the following amount in addition to the employee’s regular hourly wage.

Addendum B is subject to annual negotiations per the current collective bargaining agreement.

**FOREMAN ENHANCEMENT PER HOUR: $3.25**