

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
SEQUIM SCHOOL DISTRICT**

**AND**

**PUBLIC SCHOOL EMPLOYEES OF SEQUIM**

**SEPTEMBER 1, 2022 - AUGUST 31, 2024**



**Public School Employees of Washington / SEIU Local 1948**  
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## P R E A M B L E

This Agreement is made and entered into between Sequim School District Number 323 (hereinafter “District”) and The Public School Employees of Washington/SEIU Local 1948, through its local affiliate (hereinafter “Union”). In consideration of the mutual covenants contained therein, the parties agree as follows:

## A R T I C L E   I

### R E C O G N I T I O N   A N D   C O V E R A G E   O F   A G R E E M E N T

#### **Section 1.1.**

The District hereby recognizes the Union as the exclusive representative for all classified employees employed as secretaries and clerks except those positions assigned by the Public Employment Relations Commission (PERC) to other bargaining units and those positions that are excluded due to confidential labor relations duties pursuant to RCW 41.56.030(12).

#### **Section 1.2.**

Substitute employees working more than ten (10) consecutive shifts or thirty (30) shifts during any single fiscal year shall be considered regular part-time employees for all purposes of this Agreement except that the decision to continue employing the regular part-time employees shall be at the sole discretion of the District and not subject to the grievance process.

#### **Section 1.3.**

The Health Services Specialist position will be posted as a secretarial position when the incumbent employee vacates the position.

## A R T I C L E   I I

### M A N A G E M E N T   R I G H T S

#### **Section 2.1.**

The rights, powers, authority and functions of management shall remain exclusively vested in the District and its Board of Directors except as specifically and expressly limited by the provisions of this Agreement.

**ARTICLE III**  
**RIGHTS OF EMPLOYEES**

**Section 3.1.**

It is agreed that all employees subject to this Agreement shall have the right and shall be protected in the exercise of the right to join or assist the Union in all matters authorized by law.

**Section 3.2.**

Each employee shall have the right to bring matters of personal concern to the attention of appropriate Union representatives and/or appropriate officials of the District.

**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 grievance meeting.

**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.

**Section 3.5.**

There shall be one (1) official (as opposed to “working”) personnel file for each employee, to be kept in the District administration office. Each employee shall have the right to review the contents of his/her personnel file and to initial and photocopy any material in the file, at the employee’s expense. The District shall be entitled to maintain other files pertaining to employees. Employees shall have the right to attach a statement to any document in their personnel files.

**Section 3.6.**

Each employee shall be provided a copy of all material placed in his or her official 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. Derogatory material not brought to the attention of the employee in compliance with this section may not be used to discipline an employee.

**ARTICLE IV**  
**RIGHTS OF THE UNION**

**Section 4.1.**

The Union has the right and responsibility to represent the interests of all employees, and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

1 **Section 4.2.**

2 The Union shall be notified by the District of written disciplinary actions against any employee. The  
3 Union is entitled to have an observer at hearings conducted by any District official or body arising out  
4 of any grievance and to make known the Union's views concerning the case.  
5

6 **Section 4.3.**

7 The District shall provide the Chapter President and a PSE staff member identified by PSE access to a  
8 real-time spreadsheet regarding all employees covered by the Agreement, containing at a minimum the  
9 following:  
10

11 name, home address, personal phone number, work phone number, work email, Union seniority date,  
12 job title, hourly rate of pay, hours per day, days per year and assignment location(s). The District shall  
13 update the shared spreadsheet for newly hired members of the bargaining unit within ten (10) working  
14 days of the date of hire.  
15

16 **Section 4.4.**

17 Each employee hired during the term of this Agreement will be provided with electronic access to this  
18 Agreement.  
19

20 **Section 4.5.**

21 The Union will be given access and a minimum of thirty (30) minutes exclusive time for bargaining  
22 unit orientation for new employees. The Union will be given at least a ten (10) day notification of all  
23 employee orientation meetings. If the District holds or co-sponsors a multi-participant job or benefit  
24 fair, the Union will be given the same notice as other participants in advance and will have the right to  
25 operate its own table or booth to provide information to participants throughout the duration of the  
26 event.  
27

28 **Section 4.6. Dues Checkoff.**

29 The District shall deduct PSE dues, service charges, or voluntary political contributions from the pay  
30 of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District  
31 shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington  
32 on a monthly basis.  
33

34 The Union will provide a list of those members who have agreed to union membership via Union-  
35 designated methods. The PSE Membership Department will be the custodian of the records related to  
36 dues authorization and agrees that, as the custodian of the records, it has the responsibility to ensure  
37 the accuracy and safe-keeping of those records.  
38

39 Any employee who has executed a Dues Deduction/Checkoff Authorization form, as provided herein  
40 may revoke authorization for those payments pursuant to the terms of the Union's Dues  
41 Deduction/Checkoff Authorization form, which includes timelines for notification of withdrawal to be  
42 effective. The District will refer employees who request to terminate union dues to the PSE  
43 Membership Department: PO Box 798, Auburn, WA 98071.  
44

45 **Section 4.6.1.**

46 The District agrees to submit a report monthly along with its remittance of dues identifying  
47 each employee by name, social security number, position, gross salary, and dues amount

remitted. The District agrees to provide the names of all classified employees who are not having dues withheld to the Union on October 1 and March 1 of each year of this Agreement.

**Section 4.6.2 Local Dues.**

Upon request by the PSE local Chapter, the District shall deduct PSE local Chapter dues separately and remit all such funds to the local Chapter Treasurer on a monthly basis.

**Section 4.6.3.**

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 to the Committee on Political Empowerment (COPE), and shall transmit the same to the Union on a check separate from the Union dues transmittal check.

**Section 4.6.4. Hold Harmless.**

The Union 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 Union dues or voluntary political contributions.

**Section 4.7.**

Representatives of the Union, upon making their presence known to the District and receiving permission by the appropriate District administrator, shall have access to the District premises during business hours; and provided further, that conferences or meetings between employees and Union representatives will not interfere with the employees' normal duties.

**Section 4.8.**

The Union shall pay for the reasonable cost of all materials and supplies used by the Union and with the express permission of the District.

**Section 4.9. Meeting Sites.**

With the permission of the District, the Union shall have the right to use District buildings for meetings and to transact official business.

**Section 4.10. Bulletin Boards.**

The Union shall have the right to post notices of its activities on bulletin boards maintained by the District for use of its employees and affiliate organizations.

**Section 4.11. Intra-District Communication Services.**

The Union may use telephones, intra-district mail or electronic mail to communicate with classified employees.

**Section 4.12.**

The Union's Local President shall have the right to meet with the Superintendent of the District or the Superintendent's representatives on a mutually agreeable regular basis to informally discuss matters of mutual concern. Any such meetings scheduled by the District during the employee's regular shift shall not result in loss of pay for the employee.

**ARTICLE V**  
**EVALUATIONS**

**Section 5.1.**

Each employee's performance shall be evaluated annually by the employee's immediate supervisor.

**Section 5.2.**

All performance evaluations reflecting an unsatisfactory level of performance in one or more categories shall state specific reasons for the unsatisfactory rating, remedial action necessary by the employee needed to cure the unsatisfactory rating, and remedial training recommended as an aid to curing the unsatisfactory rating. The employee's performance in the unsatisfactory category shall be reviewed in a conference with the employee, a representative of the Union, if requested by the employee and the immediate supervisor, every thirty (30) days until such time as the employee has had a reasonable opportunity to improve the unsatisfactory performance. A written statement of the matters reviewed at each conference will be included in the evaluation record.

**Section 5.3.**

An employee shall be given a copy of his/her evaluation at least one (1) day before any conference to discuss it. No evaluation shall be submitted to the District office, placed in the employee's file or otherwise acted upon without the employee having an opportunity for a prior conference.

**ARTICLE VI**  
**HOURS OF WORK AND OVERTIME**

**Section 6.1.**

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday.

**Section 6.1.1. Alternative Workweek.**

Upon mutual agreement of the assigned supervisor and the employee, subject to approval of the Superintendent, alternative workweek schedules may be implemented. For example, different start times and/or four (4) days of ten (10) hours per day or some other variation. Employees working in excess of (8) hours per day pursuant to this section shall not be paid overtime unless they have worked in excess of forty (40) hours in a workweek. Section 6.4.1 of the Agreement shall be controlling for overtime calculation purposes for employees who do not have an alternative workweek pursuant to this section.

**Section 6.1.2.**

Employees who do not believe that they have enough time to complete all assigned tasks shall inform their supervisor in writing. The supervisor shall provide a written response which shall include a priority list.

1 **Section 6.2.**

2 Each employee shall be assigned to a regular shift and workweek, which shall not be changed in its  
3 general character except in emergencies or upon ten (10) days notice or with mutual consent.  
4

5 **Section 6.2.1.**

6 In the event of an unusual school closure due to inclement weather, plant inoperation, or the  
7 like, the District will make every effort to notify each employee by telephone via a “telephone  
8 tree” or public broadcast to refrain from coming to work. Employees who are not notified and  
9 report to work shall receive a minimum of two (2) hours pay at regular rate in the event of such  
10 a closure.  
11

12 **Section 6.3. Meal Periods – Rest Periods.**

13  
14 **Section 6.3.1.**

15 Employees shall be allowed a meal period of at least thirty (30) minutes which commences not  
16 less than two (2) hours nor more than five (5) hours from the beginning of the shift. Meal  
17 periods shall be paid when the employee is required by the District to remain on duty on the  
18 premises or at a prescribed work site, or when meal periods are frequently interrupted to  
19 undertake the District’s business and after the employee has given notice to the District that the  
20 interruptions have been too frequent.  
21

22 **Section 6.3.2.**

23 No employee shall be required to work more than five (5) consecutive hours without a meal  
24 period.  
25

26 **Section 6.3.3.**

27 Employees working three (3) or more hours longer than a normal work day shall be allowed at  
28 least one 30-minute meal period prior to or during the overtime period if requested.  
29

30 **Section 6.3.4.**

31 Employees shall be allowed a rest period of not less than ten (10) minutes, on the District’s  
32 time, for each four (4) hours of work time. Rest periods shall be scheduled as near as possible  
33 to the midpoint of the work period. No employee shall be required to work more than three (3)  
34 hours without a rest period.  
35

36 **Section 6.3.5.**

37 Where the nature of the work allows employees to take intermittent rest periods equivalent to  
38 fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.  
39

40 **Section 6.4. Overtime.**

41 Overtime shall be worked by the person whose job requires the overtime. In the assignment of  
42 overtime, the District agrees to provide the employee with as much advance notice as practicable in the  
43 circumstances. Normally, employees designated to work overtime on days outside their regular work  
44 week will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last  
45 shift before the overtime commences. Overtime shall not be assigned except with the consent of the  
46 Superintendent or designee.  
47

1 **Section 6.4.1.**

2 All hours worked in excess of eight (8) hours shall be compensated at the rate of one and one-  
3 half (1½) times the employee's regular pay. An employee may, at his/her option, select  
4 compensatory time off in lieu of overtime compensation. Compensatory time, if selected, may  
5 be accrued; provided, however, that records shall be maintained and there must be a reasonable  
6 expectation that the employee will be provided an opportunity to expend the accrued time. The  
7 District shall not solicit employees to accept compensatory time in lieu of other compensation.  
8 Compensatory time in lieu of overtime as provided in this Article shall be accrued at the rate of  
9 one and one-half (1½) hour for each hour worked.  
10

11 **Section 6.4.2.**

12 All hours worked over forty (40) hours per week shall be compensated at the rate of one and  
13 one-half (1½) times the employee's regular pay. Hours "worked" do not include holidays or  
14 paid leave.  
15

16  
17  
18 **ARTICLE VII**

19  
20 **LEAVES**

21  
22 Each employee shall be entitled to compensated annual leave not to exceed twelve (12) days per year  
23 for purposes of illness, injury and emergency.  
24

25 **Section 7.1. Illness and Injury.**

26  
27 **Section 7.1.1.**

28 Each employee working one hundred eighty (180) days per year shall accumulate twelve (12)  
29 days of sick leave per year. Employees working less than one hundred and eighty (180) days  
30 per year shall receive a prorated amount of sick leave based on the immediately preceding  
31 sentence.  
32

33 Pregnancy, childbirth and physical disability shall be defined as personal illness for purposes of  
34 this Agreement.  
35

36 **Section 7.1.2.**

37 The employee shall notify his/her supervisor at least one (1) hour prior to the employee's  
38 normal starting time, if possible, of his/her inability to work. The District may require an  
39 employee to provide a doctor's certification of illness after five (5) consecutive days of  
40 absence.  
41

42 **Section 7.1.3.**

43 In the event an employee is absent for reasons which are covered by Industrial Insurance, the  
44 District shall pay the employee an amount equal to the difference between the amount paid by  
45 the Department of Labor and Industries and the amount the employee would normally earn. A  
46 deduction shall be made from the employee's accumulated illness and injury leave in  
47 accordance with the amount paid by the District.  
48

1 **Section 7.1.4.**

2 Compensation for leave for illness or injury shall be the same as the compensation such  
3 employee would have received had such employee not taken the leave and shall accumulate  
4 from year to year.  
5

6 **Section 7.1.5.**

7 Each employee shall be credited in advance with the sick leave allowance at the beginning of  
8 each school year or at the beginning of employment. Sick leave provided and not taken shall  
9 accumulate from year to year up to a maximum allowed by law.  
10

11 **Section 7.1.6. Sick Leave Attendance Incentive Program.**

12 In January of the year following any year in which a minimum of sixty (60) days of leave for  
13 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an  
14 option to receive remuneration for unused leave for illness or injury accumulated in the  
15 previous year at a rate equal to one (1) day's monetary compensation of the employee for each  
16 four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which  
17 compensation has been received shall be deducted from accrued leave at the rate of four (4)  
18 days for every one (1) day of monetary compensation.  
19

20 At the time of separation from school district employment, an eligible employee, as defined by  
21 RCW 28A.400.210(2), or the employee's estate shall receive remuneration at the rate equal to  
22 one (1) day's current monetary compensation for each four (4) days accrued leave for illness or  
23 injury. Maximum accumulation for such remuneration under this formula shall be one hundred  
24 and eighty (180) days.  
25

26 **Section 7.1.7.**

27 Employees who are members of this bargaining unit may participate in the Sequim School  
28 District Leave Sharing Program. Under the provisions of this program, the District shall  
29 receive and process requests noted herein.  
30

31 **Section 7.1.7.1.**

32 An employee who has an accrued sick leave balance of more than twenty-two (22) days  
33 may request a transfer of a specified amount of sick leave to the Leave Bank. In no  
34 event may such an employee request a transfer that would result in his or her sick leave  
35 account going below twenty-two (22) days.  
36

37 Employees volunteering to participate in this program will fill out a "Request to  
38 Transfer Sick Leave" form and submit it to the District. Days shall be converted to  
39 hours.  
40

41 **Section 7.1.7.2.**

42 An employee shall be entitled to receive leave under this section if the employee is  
43 eligible under Chapter 392-136A WAC.  
44

45 An employee needing leave days shall submit a "Request to Receive Sick Leave from  
46 Co-Workers" form to the District. In the event the employee is unable to submit such  
47 written request, a designee may submit the request on behalf of the employee. Days  
48 shall be converted to hours.

1                   **Section 7.1.7.3.**

2                   The employee must have abided by District policies regarding the use of sick leave, and  
3                   must not be eligible for time loss compensation under Chapter 51.31 RCW.

4  
5                   **Section 7.1.7.4.**

6                   An employee shall not receive a total of more than five hundred twenty-two (522) days.  
7                   An employee who requests to receive sick leave must have a signed leave form on file  
8                   with the District for a time period not less than the amount of leave transfer requested.

9  
10                  **Section 7.1.7.5.**

11                  While an employee is on leave, he or she shall receive the same treatment in respect to  
12                  salary, wages, and employee benefits as the employee would normally receive if using  
13                  accrued sick leave.

14  
15                  **Section 7.1.7.6.**

16                  Transfer of leave shall not exceed the donating employee's requested amount. All  
17                  donated leave must be given voluntarily. No employee shall be coerced, threatened,  
18                  intimidated, or financially induced into donating sick leave.

19  
20                  **Section 7.1.7.7.**

21                  The value of the leave transferred shall be based upon the leave value of the person  
22                  receiving the leave.

23  
24                  **Section 7.1.8.**

25                  The assigned supervisor, subject to the approval of the Superintendent, shall have the authority  
26                  to grant leave without pay for periods of five (5) days or less.

27  
28                  **Section 7.1.9. Emergency Leave.**

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

33  
34                  **Section 7.2. Personal Leave.**

35  
36                  **Section 7.2.1.**

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

39  
40                  **Section 7.2.2.**

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

43  
44                  **Section 7.2.3.**

45                  Compensation for personal leave shall be the same as the compensation such employee would  
46                  have received had such employee not taken the leave. One (1) personal leave day shall be  
47                  carried over, to a maximum balance of four (4) days per year. Unused personal leave, beyond

the four (4) day maximum accumulation, shall be cashed out, at the end of the fiscal year, at Range A, Step 1 of Schedule A.

### **Section 7.3. Bereavement/Critical Illness Leave.**

#### **Section 7.3.1.**

Maximum of five (5) days leave with pay per occurrence for absence caused by death of the employee's spouse, parent, sibling, child, grandparent, grandchild, or those same relatives by marriage or a person living in the same household as the employee, and five (5) days leave with pay per year for absence caused by critical illness or critical injury in the family listed above or involving individuals who are permanent members of the household. One (1) of such days may be used for death of a significant person in the employee's life. "Critical illness or injury" shall be defined as synonymous with the designation made by the hospital of residence. Not more than five (5) additional days leave per year may be granted with pay deduction corresponding to substitute's pay.

### **Section 7.4. Parental Leave.**

#### **Section 7.4.1.**

Employees who are disabled due to pregnancy, miscarriage, or childbirth may use their sick leave for their disability. Employees who have adopted a child may use up to ten (10) days of their sick leave for child care/adoption purposes. At the employee's option, the days, or some portion thereof, may be without sick leave reimbursement.

Except in the case of extenuating circumstances, the employee shall give written notice to the District at least four (4) weeks prior to the commencement of said leave. The written request for disability leave should include a statement as to the expected date of return to employment. Within thirty (30) days after childbirth, the employee shall inform the District of the specific day she will return to work.

All employment rights shall be maintained during such leave. A returning employee shall be placed in the same position or in an equivalent position.

#### **Section 7.4.2.**

In the event of the birth of a child of the employee's spouse, the employee will be allowed three (3) days of leave with pay.

### **Section 7.5. Judicial Leave.**

#### **Section 7.5.**

In the event an employee is summoned to serve as juror or as a witness not adverse to the District or in his/her own behalf, 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.

1 **Section 7.6. Military Leave.**

2  
3 **Section 7.6.1.**

4 Military leave shall be granted in accordance with law (RCW 38.40.060 and USERRA, 38  
5 USC §§ 4301-4335).

6  
7 **Section 7.7. Union Leave.**

8  
9 **Section 7.7.1.**

10 During the contract period the Union shall be allowed up to ten (10) days (80 hours) per year of  
11 Union release time for Union business. The Union will pay for all sub costs associated with  
12 such release time.

13  
14 **Section 7.8. Leave of Absence.**

15  
16 **Section 7.8.1.**

17 Upon recommendation of the immediate supervisor through administrative channels to the  
18 Superintendent, and upon approval of the Board of Directors, an employee may be granted an  
19 unpaid leave of absence for a period not to exceed one (1) year.

20  
21 **Section 7.8.2.**

22 The returning employee will not necessarily be assigned to the identical position occupied  
23 before the leave of absence. However, the employee shall be reinstated to a position equivalent  
24 in duties and salary to that held at the time the request for leave of absence was approved. If  
25 the replacement employee has previously established regular employee status said employee  
26 shall be subject to all provisions of the agreement.

27  
28 **Section 7.8.3.**

29 On or before May 1, employees returning from a leave of absence for an entire year shall give  
30 the Superintendent written notice of their intent to return in order to preserve their right to  
31 active employment.

32  
33 **Section 7.9.**

34 All employees shall receive ten (10) paid holidays (Veterans' Day, Thanksgiving Day, Day After  
35 Thanksgiving Day, Christmas Day, Day Before or After Christmas Day, New Year's Day, Day Before  
36 or After New Year's Day, Martin Luther King Day, President's Day and Memorial Day. In addition,  
37 employees who work the week of Juneteenth, Independence Day and Labor Day will receive these  
38 paid holidays.

39  
40 Employees hired for less than a full calendar year will be paid for those holidays, which occur between  
41 their first day of work and their last day of work. Their pay for each holiday will be for the number of  
42 hours they are regularly scheduled to work. When any recognized holiday falls on a Saturday or  
43 Sunday, the preceding Friday or Monday following the holiday shall be given as the holiday.

44  
45 **Section 7.9.1.**

46 Employees who are required to work on the above described holidays shall receive the pay due  
47 them for the holiday plus one and one-half times (1 ½) their regular rate for all hours worked  
48 on such holidays.

**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 7.9.3.**

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.

**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 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.

1 **Section 7.11. Paid Family and Medical Leave (PFML).**

2 Paid Family and Medical Leave is a statewide insurance program that is mandated by the State and  
3 funded by premiums paid by both employees and employers. Employee contributions as required are  
4 deducted monthly from the employee's pay. This program allows eligible employees to take up to 12  
5 weeks, as needed and eligible, when they welcome a new child into their family, are struck by a  
6 serious illness or injury, need to take care of an ill or ailing relative, and for certain military connected  
7 events. If employees experience multiple events in a given year, they may be eligible to receive up to  
8 16 weeks, or up to 18 weeks if the employee experiences a serious health condition with a pregnancy.

9  
10 For purposes of PFML, an employee may access their accrued sick leave in half-day increments per  
11 day of leave as a supplemental benefit for state PFML benefits.

12  
13 An employee becomes eligible once they have worked 820 hours for a Washington-based employer  
14 during the previous year. The benefit cannot be taken without a qualifying event. Leave events can be  
15 either Family or Medical as stated below.

16  
17 Family Leave:

- 18 • Care and bond after baby's birth or placement of a child younger than 18
- 19 • Care for a family member experiencing an illness or medical event
- 20 • Certain military-connected events

21  
22 Medical Leave:

- 23 • Care for yourself in relation to an illness or medical event

24  
25 Application for PFML benefits is administered directly through the State.

26  
27 **Section 7.12. Assault Leave.**

28 A. Any incident which could constitute assault upon an employee by another adult while acting  
29 within the scope of his or her employment shall be reported promptly to the employee's immediate  
30 supervisor. If, following that report and based on a complaint made by the employee to a law  
31 enforcement agency, a criminal conviction for assault or similar judgment by reason of acts against  
32 that employee result, then the District will support the employee as outlined in B. below. Any incident  
33 which could constitute assault upon employee by a student will be investigated by school  
34 administrators. If determined that the student's behavior against the employee constitutes assault, the  
35 District will support the employee as outlined in B below as well (this does not prevent the employee  
36 from reporting the incident to a law enforcement agency).

37  
38 B. Whenever an employee is absent from employment and unable to perform his or her duties as a  
39 result of personal injuries sustained due to an assault as defined in A above, the employee will be paid  
40 full salary for the period of absence, up to one year from date of injury, less the amount of any  
41 Worker's Compensation award or benefit. No part of such absence will be charged to annual or  
42 accumulated sick leave.

## ARTICLE VIII

### VACANCIES, TRANSFER, PROMOTION AND LAYOFF PROCEDURES

#### **Section 8.1.**

The employee with the greatest seniority shall have preferential rights regarding promotions, assignment to new or open positions, reduction of hours not constituting a layoff, layoffs, and recall from layoff; unless a junior employee possesses significantly greater ability and performance relevant to the personnel decision which is at issue.

#### **Section 8.2.**

Seniority shall be the time worked as a regular employee in the bargaining unit.

#### **Section 8.3.**

The District agrees to post notice (to include an informative description of the job duties and required qualifications) of all secretarial and clerical vacancies and new positions occurring during the school year at least one week prior to advertising such vacancies to the general public. The District shall email to employee work email and/or home email classified job postings at the request of the employee.

#### **Section 8.4.**

The employee with the earliest hire date shall have preferential rights regarding filling of open job assignments, promotions, and layoffs when ability and performance are equal with those individuals junior to him/her. If the District determines that seniority rights should not govern because a junior employee or non-employee applicant possesses ability and performance greater than a senior employee or employees, upon written request of the employee the District shall set forth in writing, to the employee or senior employees and the Union President, its reasons why the senior employee or employees have been bypassed.

#### **Section 8.5.**

Involuntary reassignments shall not be made if they would cause the employee to work fewer hours.

#### **Section 8.6.**

The right to make assignments and reassignments and to transfer employees, provided the employee is qualified for the position, shall remain the right of the District, if the employees involved agree. The District shall provide the Union with ten (10) working days written notice before any assignment, reassignment or transfer pursuant to this section takes effect.

##### **Section 8.6.1.**

No involuntary transfers shall be made if there is a qualified willing applicant available to fill said position. The District will inform all employees within the bargaining unit in writing of the need for transfer and provide a description of the position to be filled. Thereafter, employees shall have five (5) days to give notice of a desire to be voluntarily transferred. If there is more than one volunteer, the most senior, qualified employee will be transferred. The District may fill the position temporarily in the interim period.

1       **Section 8.6.2.**

2       The District's obligation to post new and open positions and to comply with the seniority  
3       bypass provisions herein shall take precedence over the District's right to make assignments,  
4       reassignments and transfers pursuant to Sections 8.5, 8.6 and 8.6.1.  
5

6       **Section 8.7.**

7       The District may not lay off senior employees before junior employees unless the junior employee  
8       possesses substantially greater ability and performance pursuant to Section 8.4. of the Agreement.  
9       Should a seniority bypass occur, the District must inform the Union President of the name, position  
10      and building of the bypassed employee. Senior employees, displaced as a result of a layoff, may bump  
11      the least senior employee holding a position that is substantially equivalent to the position held at the  
12      time of layoff, starting first within their building/worksite and outside their building if necessary.  
13      Employees may not bump into a higher pay range than that held at the time layoff occurred; provided,  
14      however, displaced employees may apply for all open positions that may be available at the time. In  
15      the event of layoff, employees so affected are to be placed on a re-employment list maintained by the  
16      District according to layoff ranking. Such employees are to have priority in filling an opening in any  
17      classification held prior to layoff. Names shall remain on the re-employment list for two (2) years.  
18

19      **Section 8.8.**

20      Employees on layoff status shall file their addresses in writing with the personnel office of the District  
21      and shall thereafter promptly advise the District in writing of any change of address.  
22

23      **Section 8.9.**

24      An employee shall forfeit rights to re-employment as provided in Section 8.7 if the employee does not  
25      comply with the requirements of Section 8.8, or if the employee does not respond to the offer of  
26      re-employment within fifteen (15) days after actual receipt.  
27

28      **Section 8.10.**

29      An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other  
30      accrued benefits; provided, that such employee is offered a position substantially similar to that held  
31      prior to layoff.  
32  
33  
34

35                                   **ARTICLE IX**

36                                   **POSITION DESCRIPTIONS**

37  
38  
39      **Section 9.1.**

40      At the time a secretary is advised that he/she has been accepted for employment or thereafter when job  
41      duties are substantially changed, the secretary shall be provided with a copy of the position description  
42      which shall include a general description of the duties to be performed and the number of hours per  
43      day to be worked. Such duties and hours of work shall not be altered during any one school year so as  
44      to wholly change the character of the position, except in an emergency.  
45

46      **Section 9.2.**

47      Position descriptions for all positions subject to this Agreement shall be provided to the applicable  
48      employee. Subsequent changes of such descriptions shall be forwarded to the applicable employee.

1 **Section 9.3.**

2 At the time of the annual evaluation the employee shall review a copy of his/her job description and  
3 may request an update, if appropriate.  
4  
5  
6

7 **ARTICLE X**

8  
9 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**  
10

11 **Section 10.1.**

12 Newly hired employees shall serve a probationary period of thirty (30) days of actual work. During  
13 the probationary period, the new employee shall be subject to dismissal without cause. After the  
14 completion of the probationary period, the District shall have the right to discipline or discharge an  
15 employee for just cause. If the District has reason to discipline or discharge an employee, it shall be  
16 done in a manner which will not embarrass the employee.  
17  
18  
19

20 **ARTICLE XI**

21 **INSURANCE AND RETIREMENT**  
22  
23

24 **Section 11.1.**

25 The District shall provide basic and optional benefits through the School Employees Benefits Board  
26 (SEBB) under the rules and regulations adopted by the SEBB.  
27  
28  
29

30 **ARTICLE XII**

31 **INTER-DISTRICT TRANSFER OF PREVIOUS EXPERIENCE**  
32  
33

34 **Section 12.1.**

35 When an employee leaves one employer as defined in Section 12.1.1 within the State of Washington  
36 and commences employment with the Sequim School District, the employee shall retain the same  
37 longevity, leave benefits, and other benefits that the employee had in his or her previous  
38 position: PROVIDED, that employees who transfer between districts shall not retain any seniority  
39 rights other than longevity when leaving one school district and beginning employment with  
40 another. If the school district to which the person transfers has a different system for computing leave  
41 benefits, and other benefits, then the employee shall be granted the same longevity, leave benefits and  
42 other benefits as a person in that district who has similar occupational status and total years of service.  
43

44 **Section 12.1.1.**

45 The following employers, with the State of Washington, shall qualify as an “employer” as  
46 stated in the first sentence of Section 12.1:  
47

- 48
  - 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

## **Section 12.2.**

Insurance coverage shall be in accordance with that provided by the District's insurance carrier.

- A. Employees are protected against claims for bodily injury or property damage arising out of an employee's acts or omissions while performing or in good faith acting within the scope of their employment. Actions "within the scope of employment" include the operation of an employee's own vehicle when it is being operated with the consent of the District and while performing duties directed by the District.
- B. Employees entitled to recover damages which they incur to their person or property arising out of an unlawful act of another person when the employee's injuries occur while he or she is acting within the scope of their employment. The act of maintaining order or of imposing discipline is an act within the scope of employment when it is being done at the direction of the District and within limitations imposed by the District.
- C. Acts of damage to a vehicle parked in the school setting shall be covered by the individual's insurance policy. When an employee's vehicle is damaged in a school setting by vandalism or is accidentally damaged by a student or acts of God while the vehicle is on District property, the District will reimburse the amount of the deductible to a maximum of \$1,000, provided that the employee can provide written verification that they have filed a report with the appropriate law enforcement agency. Acts of damage to an employee's vehicle by the District will be fully covered by the District.

## **ARTICLE XIII**

### **SALARIES AND EMPLOYEE COMPENSATION**

#### **Section 13.1.**

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

#### **Section 13.2.**

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 13.2.1.**

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVI, Section 16.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries shall be retroactive to the effective date. All retroactivity shall be based on actual hours worked.

**Section 13.2.2.**

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 XVI, Section 16.3, 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 13.2.3.**

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

**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.

**Section 13.2.5. Longevity.**

Additional annual compensation of five hundred dollars (\$500) shall be paid to employees with twenty (20) or more years of service as a secretary as defined by Section 1.1. of the Agreement.

**Section 13.3. Employee Business Expenses.**

Employees shall be reimbursed for authorized expenses incurred while performing work assignments including, but not limited to, the following: Mileage, at the rate for state employees, for travel between work sites via private vehicle, or during travel via private vehicle while on District business. Lodging and meals shall be reimbursed in accordance with District Policy and Procedure.

**Section 13.4.**

All rates on Schedule A shall be increased as follows:

**Section 13.4.1.**

Schedule A for the 2022-23 fiscal year shall be attached hereto. (IPD plus .5% for the total of 6%). Schedule A for the 2023-24 fiscal year shall be increased by the IPD or two percent (2%), whichever is greater.

**Section 13.4.2.**

New employees who would not otherwise benefit from the statutory transfer of longevity pursuant to 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.**

Substitutes for these positions will be paid at Step 1 for Level 1. Regularly employed Level 1 employees, working temporarily in a Level 2 position, shall receive Step 1 of Level 2 on the tenth (10<sup>th</sup>) consecutive day provided; however, in no case shall an employee receive less than their regular hourly rate.

**Section 13.4.4.**

In the instance the State authorizes a wage increase only for classified staff, that % increase shall be used to increase the wages proportionally. Meeting this State increase shall include the % increase already being received in the contracted wage schedule.

**Section 13.5.**

In the event of overpayment of wages, correction shall be prorated among the remaining payroll warrants of the school year. Corrections for underpayment shall be made as soon as possible and no later than the next payroll, provided the error is made known to the payroll office by the tenth (10<sup>th</sup>) of the month. If it is not, then the correction will be made in the following month. Hardships resulting from either overpayment or underpayment will be resolved on an individual basis in consultation with the payroll office. Errors in underpayment and overpayment of employee wages shall be corrected retroactively to the first day of the fiscal year in which District had actual knowledge of the error. Claims for backpay or recovery of overpayment shall be limited to this same period of time.

**ARTICLE XIV**

**SAFETY**

**Section 14.1.**

The District shall establish policies and procedures for the administration of medication and train all affected employees.

**ARTICLE XV**

**GRIEVANCE PROCEDURE**

**Section 15.1. Definitions.**

**Section 15.1.1.**

A grievance is an alleged misinterpretation of, misapplication of, or violation of, the terms and/or provisions of this Agreement.

**Section 15.1.2.**

A grievant shall mean an individual, a group of individuals and/or the Union.

**Section 15.1.3.**

The term “supervisor” shall mean the appropriate administrator.

1 **Section 15.1.4.**

2 The term “days” when used hereinafter shall mean work days.

3  
4 **Section 15.2. Procedure For Processing Grievances.**

5  
6 **Section 15.2.1. Immediate Supervisor.**

7  
8 **Section 15.2.1.1.**

9 The grievant and the Union representative, or the Union, may orally present a grievance  
10 to the immediate supervisor. If the grievance is not settled orally, the grievance shall be  
11 presented in writing to the immediate supervisor within twenty (20) working days after  
12 the occurrence of the grievance or within twenty (20) working days from the time the  
13 grievant or the Union should have reasonably become aware of the occurrence of the  
14 events giving rise to the grievance, whichever is later.

15  
16 **Section 15.2.1.2.**

17 The “Statement of Grievance” shall name the grievant(s) involved, the facts giving rise  
18 to the grievance, provision or provisions of the Agreement alleged to be violated and  
19 the remedy (specific relief) requested.

20  
21 **Section 15.2.1.3.**

22 The immediate supervisor, upon receipt of the written grievance, shall sign and date the  
23 grievance form and shall give a copy of the grievance form to the grievant(s), Union  
24 representative and the Superintendent. The immediate supervisor shall answer the  
25 grievance in writing within ten (10) working days of receiving the grievance.

26  
27 **Section 15.2.2. Superintendent.**

28  
29 **Section 15.2.2.1.**

30 If no satisfactory settlement is reached in Step A, the grievance may be appealed to  
31 Step B, Superintendent, or his/her designated representative within ten (10) working  
32 days of receipt of the decision rendered in Step 1.

33  
34 **Section 15.2.2.2.**

35 The Superintendent or his/her designated representative shall arrange for a grievance  
36 meeting with the grievant(s) and/or Union representative and such meeting shall be  
37 scheduled within ten (10) working days of the receipt of the Step B appeal.

38  
39 **Section 15.2.2.3.**

40 The Superintendent or his/her designated representative shall provide a written decision,  
41 incorporating the reasons upon which the decision was based to the grievant(s), and/or  
42 Union representative within five (5) working days from the conclusion of the meeting.

43  
44 **Section 15.2.3. Board of Directors.**

45  
46 **Section 15.2.3.1.**

47 If the grievance is not resolved at Step B, the grievant(s) may within ten (10) days of  
48 receipt of the Superintendent’s or his/her designee’s answer, appeal the decision to the

Board of Directors. A copy of the appeal shall be sent to the Superintendent or his/her designee at the same time and shall be accompanied by a copy of the decision rendered at Step B.

**Section 15.2.3.2.**

The Board shall schedule a hearing on the grievance at the next regular meeting of the Board or at a special meeting convened within thirty (30) days for the purpose of holding a hearing on the grievance. Within ten (10) days after the hearing, the Board shall communicate its decision in writing to the grievant and shall state the reasons for its decision if requested by the grievant. The grievant may be accompanied and/or represented by a Union representative.

**Section 15.2.4. Arbitration.**

**Section 15.2.4.1.**

If no satisfactory settlement is reached at Step C, the Union, within fifteen (15) working days of the receipt of the Step C decision may appeal the final decision of the District. If the Union and District do not agree on an arbitrator, the Union shall file with the American Arbitration Association for arbitration under the Voluntary Rules. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited herein to make decisions in cases of alleged misinterpretation of, misapplication of, or violation of the terms and/or provisions of this Agreement

**Section 15.2.4.2.**

The arbitrator shall hold a hearing. Ten (10) working days' notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his/her decision within thirty (30) days from the date final written briefs have been submitted or, if briefing is declined by both parties, thirty (30) days after the completion of the hearing.

**Section 15.2.4.3.**

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the District, the Union and the grievant(s).

**Section 15.2.5. Jurisdiction of Arbitrator.**

**Section 15.2.5.1.**

The arbitrator shall have no power to add to, subtract from, disregard or modify the terms and provisions of this Agreement.

**Section 15.2.5.2.**

The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law.

1 **Section 15.3. Time Limits.**

2  
3 **Section 15.3.1.**

4 Time limits provided in this procedure may be extended by mutual agreement when signed by  
5 the parties.

6  
7 **Section 15.3.2.**

8 Failure on the part of the District at any step of this procedure to communicate the decision on a  
9 grievance within a specific time limit shall permit the Union to lodge an appeal at the next step  
10 of this procedure.

11  
12 **Section 15.3.3.**

13 Any grievance not advanced by the grievant from one step to the next within the time limits of  
14 that step shall be deemed resolved by the District's answer at the previous step.

15  
16 **Section 15.3.4.**

17 In order to expedite grievance adjudication, the parties agree that any Union grievances or class  
18 action grievances, will be lodged at Step 2 of this procedure.

19  
20 **Section 15.4. Reprisals.**

21 No reprisal of any kind will be taken by the District against any employee because of his/her  
22 participation in any grievance.

23  
24 **Section 15.5. Costs.**

25 The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall  
26 be borne by the party incurring them.

27  
28  
29  
30 **ARTICLE XVI**

31  
32 **TERM AND SEPARABILITY OF PROVISIONS**

33  
34 **Section 16.1.**

35 The term of this Agreement shall be September 1, 2022 to August 31, 2024.

36  
37 **Section 16.2.**

38 All provisions of this Agreement shall be applicable to the entire term of this Agreement  
39 notwithstanding its execution date, except as otherwise provided.

40  
41 **Section 16.3.**

42 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
43 parties in writing; provided, however, that this Agreement shall be reopened as necessary to negotiate  
44 wages, hours and working conditions made necessary by any legislation enacted following execution  
45 of this Agreement.

1 **Section 16.4.**

2 If any provision of this Agreement or the application of any such provision is held invalid, the  
3 remainder of this Agreement shall not be affected thereby and such provision shall be renegotiated.  
4

5 **Section 16.5.**

6 When the District creates a new job title position or substantially changes the duties of an existing  
7 position the District agrees to negotiate hourly pay rates with the Union in accordance with Chapter  
8 41.56 RCW.  
9  
10  
11

12 **ARTICLE XVII**

13 **STAFF DEVELOPMENT**  
14  
15

16 **Section 17.1.**

17 Employees attending training courses required by state law or District policy as a condition of  
18 continued employment will be paid by the District, portal to portal at the employee's regular rate of  
19 pay plus any fee, tuition or transportation costs. All training courses must have prior District approval  
20 to qualify for payment or reimbursement of costs as determined by the District.  
21

22 **Section 17.2.**

23 The District shall provide a minimum of \$150.00 per employee per year for Professional Development  
24 purposes. These funds may be used for professional dues, conference, seminar, and workshop fees,  
25 and approved professional development materials, as mutually agreed upon by the employee and the  
26 employee's supervisor. Any unused funds specified in this section for the prior year shall be pooled  
27 and made available to employee(s) that exceed the \$150.00 per employee limit. No funds shall be  
28 pooled for more than two years. No employee may receive more than \$500 of professional  
29 development funds (current allocation and prior year pool) without the approval of both the Human  
30 Resources Director and the Union President. The District shall by December 1 of each year provide  
31 the Union with an accounting of the prior year distribution of the funds specified in this section.  
32

33 **Section 17.2.1.**

34 Attendance at out-of-District workshops shall be limited to one (1) employee per building on  
35 any one day and four (4) on a District-wide basis, unless an exception is obtained from the  
36 Superintendent. This amount shall be suspended entirely in the event of a double levy failure.  
37

38 **Section 17.2.2.**

39 The District may offer additional voluntary training or staff development acceptance of which  
40 is at the employee's discretion. Employees attending those or other training courses, seminars  
41 and conferences requested by the employee and approved by the District shall not suffer any  
42 loss of pay or incur out-of-pocket expenses, but shall not be paid for additional hours beyond  
43 regular employment time.  
44

45 **Section 17.3.**

46 Transportation must be cleared with the Superintendent, so as to pool rides as much as possible and  
47 shall be in compliance with District policy and procedure. Paid transportation expenses allowed will  
48 be the lesser of: (A) Mileage from the District Office to the training location and back; or (B) Mileage

1 from the employee's principal residence to the training location and back; or (C) The District may  
2 provide transportation.

3  
4  
5  
6 **SIGNATURE PAGE**  
7

8  
9 PUBLIC SCHOOL EMPLOYEES  
10 OF WASHINGTON/SEIU Local 1948  
11

12  
13 PUBLIC SCHOOL EMPLOYEES  
14 OF SEQUIM  
15

SEQUIM SCHOOL DISTRICT #323

16  
17 BY: \_\_\_\_\_  
18 Crystal Brown, Chapter President  
19

BY: \_\_\_\_\_  
Regan Nickels, Superintendent

20  
21 DATE \_\_\_\_\_  
22

DATE \_\_\_\_\_  
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SCHEDULE A  
PUBLIC SCHOOL EMPLOYEES OF SEQUIM  
September 1, 2022 – August 31, 2023

	MS Attendance HS Attendance Athletic Secretary EL Assistant Receptionist	EL Coordinator MS Coordinator MS ASB HS Coordinator HS ASB MT Coordinator HS Registrar LSS Coordinator ALE Coordinator
<b>STEP</b>	<b>04-01-0</b>	<b>04-02-0</b>
	<b>Level A</b>	<b>Level B</b>
1	\$22.19	\$24.41
2	\$22.63	\$24.89
3	\$23.09	\$25.39
4	\$23.55	\$25.90
5	\$24.02	\$26.42
6	\$24.50	\$26.95
7	\$24.99	\$27.49
8	\$25.49	\$28.04
9	\$26.00	\$28.60
10	\$26.52	\$29.17
11	\$27.05	\$29.75
12	\$27.59	\$30.35
13	\$28.14	\$30.95
14	\$28.71	\$31.57
15	\$29.28	\$32.20
16	\$29.87	\$32.85
17	\$30.46	\$33.50
18	\$31.07	\$34.17
19	\$31.69	\$34.86
20	\$32.33	\$35.56

## Seniority List

Last Name	First Name	Hire Date
Stites	Connie	09/29/1995
Tjemsland	Ann	1/19/2007
Stratton	Tricia	8/22/2007
Lamb	Darcy	08/28/2012
Brown	Crystal	08/21/2013
Lancheros	Julie	03/04/2015
Ulm	Erin	03/19/2015
Kettel	Dennise	09/01/2015
Bushy	Kimberly	01/23/2017
Lestage	Laura	11/21/2017
Parker	LeAnn	08/22/2018
Forshaw	Lesli	09/05/2018
Wright	Laura	12/02/2019
Brewer	Theresa	02/10/2020
Giffen	Jaimie	07/18/2022
Bixby	Tennille	8/17/2022
Bacchus	Robin	8/22/2022



# Your Rights as a Worker

## ► It's the law!

Employers must post this notice where employees can read it.

## Wage and Overtime Laws

### Workers must be paid the Washington minimum wage

- Most workers who are 16 years of age or older must be paid at least the minimum wage for all hours worked. See [www.Lni.wa.gov/MinWage](http://www.Lni.wa.gov/MinWage).
- Workers who are 14 or 15 may be paid 85% of the minimum wage.
- Tips cannot be counted as part of the minimum wage. Employers must pay all tips to employees.

### Overtime pay is due when working more than 40 hours

Most workers must be paid one and one-half times their regular rate of pay for all hours worked over 40 in a fixed seven-day workweek. Agricultural workers are generally exempt from overtime.

## Workers Need Meal and Rest Breaks

### Meal period

Most workers are entitled to a 30-minute unpaid meal period if working more than five hours in a day. If you must remain on duty during your meal period, you must be paid for the 30 minutes. Agricultural workers are entitled to a second 30-minute unpaid meal period if they work more than 11 hours in a day.

### Breaks

- Most workers are entitled to a 10-minute paid rest break for each four hours worked and must not work more than three hours without a break.
- Agricultural workers must have a 10-minute paid rest break within each four-hour period of work.
- If you are under 18, see "Teen Corner" at right.

## Pay Requirements

### Regular Payday

Workers must be paid at least once a month on a regularly scheduled payday. Your employer must give you a pay statement showing the number of hours worked, rate of pay, number of piece work units (if piece work), gross pay, the pay period and all deductions taken.

For more information regarding authorized deductions, go to [www.Lni.wa.gov/workers-rights/wages/getting-paid](http://www.Lni.wa.gov/workers-rights/wages/getting-paid) and click on "Paycheck deductions."

## Equal Pay and Opportunities Act

Under this law, your employer is prohibited from providing unequal pay or career advancement opportunities based on gender. You also have the right to disclose, compare, or discuss your wages or the wages of other employees. Your employer cannot take any adverse action against you for discussing wages, filing a complaint, or exercising other protected rights under the Equal Pay and Opportunities Act. Employers also are prohibited from requesting a job applicant's wage or salary history, except under certain circumstances, and cannot require an applicant's wage or salary history meet certain criteria. Job applicants also have the right to certain salary information if the employer has 15 or more employees. For more information or to file a complaint, go to [www.Lni.wa.gov/EqualPay](http://www.Lni.wa.gov/EqualPay).

## Teen Corner — Information for Workers Ages 14–17

- The minimum age for work is generally 14, with different rules for ages 14–15 and ages 16–17.
- Employers must have a minor work permit to employ teens. This requirement applies to family members except on family farms. Teens do not need a work permit.
- Teens are required to have authorization forms signed before they begin working. For summer employment, parents must sign the Parent Authorization for Summer Work form. If you work during the school year, a parent and a school official must sign the Parent/School Authorization form.
- Many jobs are not allowed for anyone under 18 because they are not safe.
- Work hours are limited for teens, with more restrictions on work hours during school weeks.

### Meal and rest breaks for teens

- In agricultural work, teens of any age get a meal period of 30 minutes if working more than five hours, and a 10-minute paid break for each four hours worked.
- In all other industries, teens who are 16 or 17 must have a 30-minute meal period if working more than five hours, and a 10-minute paid break for each four hours worked. They must have the rest break at least every three hours.
- Teens who are 14 or 15 must have a 30-minute meal period no later than the end of the fourth hour, and a 10-minute paid break for every two hours worked.

To find out more about teens in the workplace: [www.Lni.wa.gov/TeenWorkers](http://www.Lni.wa.gov/TeenWorkers), 1-866-219-7321, [TeenSafety@Lni.wa.gov](mailto:TeenSafety@Lni.wa.gov).

## Leave Laws

### Paid sick leave

Most workers earn a minimum of one hour of paid sick leave for every 40 hours worked. This leave may be used beginning on the 90th calendar day of employment. Employers must provide employees with a statement that includes their accrued, used and available hours of this leave at least once per month. This information may be provided on your regular pay statement or as a separate notification. Workers must be allowed to carry over a minimum of 40 hours of any unused paid sick leave to the following year. For details on authorized use, accrual details, and eligibility, see [www.Lni.wa.gov/SickLeave](http://www.Lni.wa.gov/SickLeave).

### Washington Family Care Act: Use of paid leave to care for sick family

Employees are entitled to use their choice of any employer provided paid leave (sick, vacation, certain short-term disability plans, or other paid time off) to care for:

- A child with a health condition requiring treatment or supervision;
- A spouse, parent, parent-in-law, or grandparent with a serious health condition or an emergency health condition; and
- Children 18 years and older with disabilities that make them incapable of self-care.

### Leave for victims of domestic violence, sexual assault or stalking

Victims and their family members are allowed to take reasonable leave from work for legal or law enforcement assistance, medical treatment, counseling, relocation, meetings with their crime victim advocate, or to protect their safety. Employers are also required to provide reasonable safety accommodations to victims. For more information, see [www.Lni.wa.gov/DVLeave](http://www.Lni.wa.gov/DVLeave).

### Leave for military spouses during deployment

Spouses or registered domestic partners of military personnel who receive notice to deploy or who are on leave from deployment during times of military conflict may take a total of 15 days unpaid leave per deployment.

Your employer may not fire or retaliate against you for exercising your rights or filing a complaint related to minimum wage, overtime, paid sick leave or protected leave.

PUBLICATION F700-074-000 [10-2020]

### Administered by other agencies

**Paid Family and Medical Leave:** Administered by Washington Employment Security Department. As of 2020, Washington now offers paid family and medical leave benefits to workers. This insurance program is funded by premiums paid by both employees and many employers. Workers are allowed to take up to 12 weeks, as needed, when they welcome a new child into their family, are struck by a serious illness or injury, need to take care of an ill or ailing relative, and for certain military connected events. As directed by the Legislature, premium assessment started on Jan. 1, 2019 and benefits can be taken as of Jan. 1, 2020. For more information, see [www.paidleave.wa.gov](http://www.paidleave.wa.gov).

**Pregnancy disability leave:** Enforced by the Washington State Human Rights Commission under the Washington State Law Against Discrimination (WLAD). [www.hum.wa.gov](http://www.hum.wa.gov) or 1-800-233-3247

**Family and Medical Leave Act:** Administered by the U.S. Department of Labor. Eligible employees can enforce their right to protected family and medical leave under the FMLA by contacting the Department of Labor at [www.dol.gov/whd/fmla](http://www.dol.gov/whd/fmla) or 1-866-487-9243.

## Contact L&I

### Need more information?

#### Questions about filing a worker rights complaint?

Online: [www.Lni.wa.gov/workers-rights](http://www.Lni.wa.gov/workers-rights)  
Call: 1-866-219-7321, toll-free  
Visit: [www.Lni.wa.gov/Offices](http://www.Lni.wa.gov/Offices)  
Email: [ESgeneral@Lni.wa.gov](mailto:ESgeneral@Lni.wa.gov)

### About required workplace posters

Go to [www.Lni.wa.gov/RequiredPosters](http://www.Lni.wa.gov/RequiredPosters) to learn more about workplace posters from L&I and other government agencies.

## Human trafficking is against the law

For victim assistance, call the National Human Trafficking Resource Center at 1-888-373-7888, or the Washington State Office of Crime Victims Advocacy at 1-800-822-1067.

*Upon request, foreign language support and formats for persons with disabilities are available. Call 1-800-547-8367. TDD users, call 711. L&I is an equal opportunity employer.*

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF SEQUIM AND THE SEQUIM SCHOOL DISTRICT #323.

1. Required vaccinations directed by the State: If an employee submits documentation authorizing a exemption from a require vaccination, they shall be provided reasonable accommodations on a case-by-case basis, which includes, as a last resort, the opportunity to utilize paid or unpaid leave options available.
2. In the event the employee's worksite and/or school building is closed due to a Covid-19 outbreak, paid administrative leave will be provided, if an alternative work assignment is not available.
3. In the event the District agrees to pay members of another bargaining unit additional compensation as permitted by ESSER funding parameters, the District agrees to reopen negotiations with PSE of Sequim to bargain additional compensation.
4. If during the life of this Agreement the Union should have good faith demonstrable belief that other bargaining units have received greater general wage increases than as provided in this agreement the Union may give sixty (60) days' notice and reopen the provisions of this agreement for the renegotiation of Schedule A.
5. The District will pay a one-time \$1,500 payment in October 2022 payroll to each employee who maintained paid status for the majority of their 2021-22 work year and is still employed by the District as of September 1, 2022.

This Memorandum of Understanding shall become effective September 1, 2022, shall remain in effect until August 31, 2024 and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU 1948

SEQUIM CHAPTER

SEQUIM SCHOOL DISTRICT #323

BY: \_\_\_\_\_  
Crystal Brown, Chapter President

BY: \_\_\_\_\_  
Regan Nickels, Superintendent

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_