

ARTICLE II. EMPLOYMENT CONDITIONS

SECTION A. Probationary Employees/Substitute Employees/Temporary Employees

1. Newly hired employees shall be placed on a probationary status for a period of 90 working days from date of employment at the appropriate rate of pay for the job description. Such employee shall be given an orientation by the employer within the first thirty (30) working days. The District shall notify the local bargaining unit president of scheduled orientations of new employees. The local bargaining unit president shall coordinate and schedule a shop steward to drop in for a brief introduction to the Union during such orientation. Employees shall be without recourse for termination during the probationary period.
2. The time spent in probationary status shall count toward seniority. Probationary employees shall be paid the Base wage rate specified in the salary schedule during the period of probation.
3. **Substitute Employee:** A person, other than a current permanent or probationary employee, employed on a day-to-day intermittent basis, to fill in for instant absences of short duration. These employees shall become members of the bargaining unit upon thirty (30) cumulative days of employment in the current school year, except that the only sections of the collective bargaining agreement which shall apply will be Article II, Section B; Article IV, Section G; Article IV, Section I; Article VIII, Section A; Article XIV; Article XV, Section A; and the wage rates in Appendix A. Written notification of completion of thirty (30) cumulative days will be given to the union president within ten (10) working days. District supervisors who coordinate substitute coverage for union employees shall notify the local bargaining unit president of new employees placed on a substitute list at the time they become eligible for substitute assignments.
4. **Temporary Employee:** A person, other than a current permanent or probationary employee, employed to cover temporary jobs or openings on a predetermined work schedule. These employees shall become members of the bargaining unit upon thirty (30) cumulative days of employment in the current school year, except that the only section of the collective bargaining agreement which shall apply will be Article II, Section B; Article IV, Section G; Article IV, Section I; Article VIII, Section A; Article XIV; Article XV, Section A; and the wage rate in Appendix A. The Union shall be notified by Board agenda, within ten (10) working days of the hiring of a temporary employee.
5. All new employees are subject to drug and alcohol testing.

SECTION B. Agency Shop/Dues Deductions

1. It is agreed that all employees covered by this Agreement, not now members of the Union, shall become members thirty (30) days after the signing of this Agreement and the new Employees shall become members thirty (30) days after employment and shall remain members

in good standing as a condition of employment.

The Washington Public Employment Relations Commission's rules and regulations governing religious objections to Union membership are hereby incorporated into this Agreement.

2. The District agrees to deduct union dues, including authorized political contributions, from the wages of each employee who signs an authorization card, pursuant to RCW 41.56.110 provided that the Union shall be responsible for any reauthorization of dues and authorized political contributions as required by law.

The District agrees to forward such union dues, including authorized political contributions to the office of the Union by the 15th of each month. The Union agrees to file for the employee a union dues and political deduction authorization card, signed by the employee, with the District prior to such deductions.

3. **Objection** Nothing contained in this Agreement shall require Union membership of employees who object to such membership based on bona fide religious beliefs. Such employee shall pay an amount equivalent to normal dues to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union cannot agree on such matter, it shall be resolved by the Washington Public Employment Relations Commission.
4. **Indemnity Clause** 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. The Union agrees to refund to the District any amounts paid to it in error on account of the check off provision upon presentation of proper evidence thereof.
5. The District agrees to provide the Union and Chapter President or designee with a monthly report of all new hires, including substitutes that have met the eligibility requirements set forth in this Agreement.

SECTION C. Union's Right to Use Equipment and Facilities

1. The Union shall have the right to use the District's equipment, machines and other technology for Union business during non-working hours. The Union agrees to provide all its own consumable supplies and/or reimburse the District for the reasonable costs of operating such equipment.
2. The Union and its representatives may use District buildings for meetings and to transact Union business during nonworking hours. The Union representative shall check with the building administrator to assure there is no conflict because of a previously scheduled meeting.
3. The Union will be allowed to post notices of activities and matters of Union's concern on a

bulletin board in each facility.

4. The Union will be allowed to use in-district mail service and staff mailboxes for the dissemination of announcements and information to the employees of the District. Union correspondence shall include the Union official title and indicate the Union representative issuing the correspondence.
5. The Union acknowledges that the equipment and facilities identified in this section are public resources that may be monitored and that Union use of this equipment and facilities does not create an expectation of privacy for their use. No Union use of District facilities or equipment will interfere with the operation of the District's business or cause additional expense to the District. Union members shall not use the public resources identified in this section for personal purposes (matters which do not relate to official Union or District business). The Union agrees to comply with any other limits placed on the District's use of the resources identified in this section by the District's provider or by legal authorities.