

COLLECTIVE BARGAINING AGREEMENT BETWEEN

ABERDEEN SCHOOL DISTRICT #5

AND

**PUBLIC SCHOOL EMPLOYEES OF
ABERDEEN**

SEPTEMBER 1, 2022 - AUGUST 31, 2025



Public School Employees of Washington / SEIU 1948
PO Box 798
Auburn, WA 98071-0798
1.866.820.5652
www.pseclassified.org

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1 **PREAMBLE**

2
3 The parties agree that it is in their mutual interest and purpose to promote systematic and effective
4 employee-management cooperation; to execute a written agreement; to confer and negotiate in good
5 faith at reasonable times with respect to grievance procedures and collective negotiations on personnel
6 matters, including wages, hours and working conditions and to promote effective methods for prompt
7 adjustment of differences.

8
9 This Agreement is made and entered into between Aberdeen School District Number 5 (hereinafter
10 "District") and the Public School Employees of Aberdeen, an affiliate of Public School Employees of
11 Washington / SEIU 1948 (hereinafter "Association").

12
13 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
14 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the
15 parties agree as follows:
16
17

18 **ARTICLE I**

19
20 **RECOGNITION AND COVERAGE OF AGREEMENT**
21

22
23 **Section 1.1.**

24 The District hereby recognizes the Association as the exclusive representative of all employees in the
25 bargaining unit described in Section 1.4, and the Association recognizes the responsibility of
26 representing the interests of all such employees.
27

28 **Section 1.2.**

29 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
30 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the
31 Board of Directors or superintendent of the District pursuant to RCW 41.56.030 (2).
32

33 **Section 1.3.**

34 Upon a reasonable request, the District will provide the Association with amendments, changes and
35 additions to job descriptions.
36

37 **Section 1.4.**

38 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in
39 the following general job classifications: Secretarial, Paraeducators including those in before-school
40 and after-school programs, and Professional/ Technical/Specialists. The following positions shall be
41 exempt from the bargaining unit: Superintendent's Executive Assistant (1), Human Resources
42 Administrative Assistant (1), Business Office Administrative Assistant (1), Payroll Specialist and any
43 other future confidential assistants. After School program hours are supplemental and not included in
44 the base hours.
45
46
47
48

1 **Section 1.5.**

2 Substitute employees who work thirty (30) days in the current or immediately preceding work year,
3 and who continue to be available for employment shall be included in the bargaining unit. The only
4 provisions of this Agreement applicable to bargaining unit substitutes shall be Sections 6.3, 6.4, 13.5,
5 and Schedule A (Bargaining Unit Substitute Rate). Article XIV, the Grievance Procedure, shall be
6 applicable to the specific sections stated in the immediately preceding sentence. The provisions stated
7 in this subsection shall be the sole provisions of the Agreement applicable to bargaining unit
8 substitutes.

9
10 **Section 1.6.**

11 Temporary employees shall be defined as leave replacement employees and employees hired for a
12 fixed period of time with a designated ending date no longer than ninety (90) instructional days.
13 Temporary employees shall be eligible for benefits as allowed by law or as otherwise provided in this
14 Agreement.

15
16 In the event a temporary position has a duration for a period of more than one (1) year or is reposted
17 for a second continuous year, said position shall be posted as a regular position. Notwithstanding the
18 immediate preceding sentence, the District has the right to post a temporary position as a regular
19 position prior to the one (1) year limit.

20
21 New employees hired to fill a temporary position will be released from employment without further
22 benefits under the contract on the posted termination date.
23
24

25
26 **ARTICLE II**

27
28 **RIGHTS OF THE EMPLOYER**

29
30 **Section 2.1.**

31 It is agreed that the customary and usual rights, powers, functions, and authority of management are
32 vested in management officials of the District. Included in these rights in accordance with and subject
33 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
34 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
35 suspend, discharge, demote, or take disciplinary action against employees; and the right to release
36 employees from duties because of lack of work or for other legitimate reasons. The District shall
37 retain the right to maintain efficiency of the District operation by determining the methods, the means,
38 and the personnel by which such operation is conducted.
39

40 **Section 2.2.**

41 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
42 District. In making rules and regulations relating to personnel policies, procedures and practices, and
43 matters of working considerations, the District shall give consideration to the rights of the Association
44 and the employees and to the obligations imposed by this Agreement.
45
46
47
48

ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 3.1.

It is agreed that the employees in the unit defined herein will have and will be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association in accordance with and subject to applicable laws, regulations and the provisions of this Agreement. The freedom of such employees to assist the Association will be recognized as extending to participation in the management of the Association. The District will take no action which will coerce, discriminate, or restrain membership in the employee organization.

Section 3.2.

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

Section 3.3.

Employees subject to this Agreement have the right to have Association representatives or other persons to a maximum of two (2) unless mutually agreed otherwise, present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided in the Grievance Procedure of the Agreement. Included are investigatory interviews when an employee reasonably believes that discipline could result. The right to Association representation shall not reasonably delay such discussions.

Section 3.4.

Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered, to appropriate officials of the Association.

Section 3.5.

Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of race, color, national origin, religion, creed, age, sex, sexual orientation, gender expression or identity, honorably discharged veteran or military status, pregnancy, the presence of any sensory, mental or physical disability, the use of a trained guide dog or service animal, or any other basis prohibited by law.

Section 3.6. Personnel File.

There shall be only one (1) official personnel file for each employee. Said files shall be kept in the District personnel office. Supervisors, however, have the right to keep an employee working file at their job site. Each employee shall have the right upon request, and after making an appointment for that purpose, to review, in the presence of a District administrator or designee, the contents of his/her official personnel file. At the request of the employee, the District will provide copies of material contained in the file. A reasonable charge may be made for providing copies.

No performance related material shall be placed in the employee's official personnel file unless said material has been shown to the employee and the employee has been given an opportunity to sign the material, indicating that the employee has received said material. However, the employee's signature does not necessarily indicate that the employee agrees with the content of said material. An employee may attach comments to any material that is a part of the personnel file.

After two (2) years, derogatory material, except evaluations, ongoing disciplinary documentation, and material regarding allegations of criminal misconduct, may be removed from the file. Materials relating to sexual misconduct are prohibited by state law from being removed. Materials relating to an offense for which an employee could have been discharged shall only be removed by mutual agreement between the employee and the District. Either the employee or the District may initiate the action to have material removed.

Section 3.7.

The District shall maintain a separate supplemental confidential file for each classified employee of the District. Said files shall be kept in the District administration office and will contain such sensitive information as medical history, health related information, and criminal justice background clearance information. This supplemental file will insure confidentiality of sensitive information regarding the employee. Employees will have full access to their own files.

Section 3.8.

The District agrees to provide safe and non-hazardous working conditions within the District facilities. The employees will use all equipment required by state and federal regulations and provided by the employer. The District agrees to comply with all appropriate and applicable health and safety regulations. Employees accept the responsibilities stated in WAC 296-24-025 General Safety and Health Standards and will participate in any mandatory District-provided training.

Section 3.8.1.

Any case of assault upon an employee shall promptly be reported to the employer or the employer's designated representative and a written incident report shall be filled out.

Section 3.8.2.

Safety and compliance training will be required of all employees on dates and times designated by the District. Compensated time will be scheduled for employees to complete District required safety and compliance training.

Section 3.8.3.

Safe Schools will be paid as additional hours (the amount of time as designated by the Safe Schools program) which will be paid in the November pay warrant. Employees must finish Safe Schools by October 31st to receive payment.

Section 3.9.

Employees who administer student catheterization services shall be provided the training and right of refusal described in RCW 28A.210.280.

Section 3.10.

Employees shall receive compensation at their regular hourly rate for attendance at all required meetings.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing, in accordance with the Collective Bargaining Act of 1967 and subsequent amendments thereto.

Section 4.2.

The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance of a member of the unit.

Section 4.3.

The District will, at the time of hire, provide each new employee with a copy of the Agreement. Agreements to be furnished by the Association.

Section 4.4.

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington / SEIU 1948 State Organization.

Section 4.5.

Upon a reasonable request by the Association, the name, address, and salary of employees within the bargaining unit shall be provided annually on October 1. The name, address, and salary of new employees will be provided to the Association.

Section 4.6.

Representatives of the Association, upon a request being approved by the superintendent of schools or the superintendent's designee, shall have access to the District premises during business hours, provided that the Association Representative will not in any way hamper or obstruct the employee(s) normal work.

Section 4.7. Bulletin Boards.

The District shall provide designated bulletin board space in each school for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. The responsibility for the prompt removal of the notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notice.

Section 4.8.

The Association shall have the privilege of using school facilities for meetings outside school hours, provided the facility is scheduled through the District process.

Section 4.9.

The Association will be granted use of employee mailboxes for communication. An Association representative may place notices in the individual mailboxes and may use District email to distribute general notices. The Association accepts legal and fiscal responsibility for all contents.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.

It is agreed and understood that matters appropriate for negotiations between the District and the Association are hours, wages, grievance procedures and general working conditions in the bargaining unit subject to this Association.

Section 5.2.

The superintendent and/or designee(s) and Association president and/or designee(s) will meet at the request of either party to discuss appropriate matters of mutual concern. The party calling the meeting shall state the nature of such meeting and the subject(s) to be discussed at such meeting, prior to the meeting.

Section 5.3. Professional Development Committee.

The District and Association agree to meet and confer on District level professional development for employees covered by this agreement.

Section 5.4.

The Association will designate a Conference Committee (not to exceed seven members) consisting of trustees and officers who will meet with the superintendent of the District and/or designated representative(s) on a mutually agreeable regular basis to discuss appropriate matters.

Section 5.4.1. Administering the Contract.

The superintendent, one other representative of the District, the Association president and one other Association member or Association staff representative will meet as needed to discuss the orderly monitoring of the contract. At the discretion of either party, additional meetings shall be scheduled at a mutually agreeable time. By mutual agreement of the parties, the number of representatives may be changed.

Section 5.5.

The District will provide an opportunity for Association representatives to meet and confer with other District bargaining teams to make recommendations for the school calendar for the following year.

ARTICLE VI

HOURS OF WORK

Section 6.1.

Each employee shall be assigned to a definite and regular shift and workweek with designated times of beginning and ending, which shall not be changed, except in emergency situations without prior notice to the employee of one (1) calendar week; provided, however this notice may be waived by mutual agreement.

1 **Section 6.2.**

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

4
5 **Section 6.3.**

6 Each shift of seven (7) or more hours per day shall include an unpaid duty free thirty (30) minute
7 uninterrupted lunch period as near the middle of the shift as is practicable, and also including a paid
8 fifteen (15) minute first half and a paid fifteen (15) minute second half rest period, both of which rest
9 periods shall occur as near the middle of each half shift as is practicable. No employee shall be
10 required to work more than five (5) consecutive hours without a meal period.

11
12 **Section 6.4.**

13 Work shifts which are more than five (5) or more consecutive hours shall be designated an unpaid
14 lunch period of thirty (30) minutes. Lunch periods shall be free from interruptions and shall be
15 given as near the middle of the work shift as is practicable.

16
17 The regular workday shall include one (1) fifteen (15) minute rest period for each three and one-half
18 (3½) hour period of work. In the event an employee is assigned to a work period of less than three and
19 one-half (3½) hours but at least three hours, the employee shall be given a rest period of ten (10)
20 minutes. For work periods of less than three (3) hours, no break is required.

21
22 **Section 6.5.**

23 Employees required to work through their regular lunch period will be provided a time for lunch. In
24 the event the District requires an employee to forego the lunch period and the employee works the
25 entire shift, including the lunch period, the employee shall be compensated for the foregone lunch
26 period at the employee's regular rate, subject to the overtime provisions of Section 6.8, if the workday
27 exceeds eight (8) hours.

28
29 **Section 6.6.**

30 In the event of an unscheduled school closure due to inclement weather or other emergency, the
31 District will request local radio stations and other forms of media to announce such closure. Building
32 administrators will give instructions annually to classified employees regarding when or if they need to
33 report to work on days when school is closed or running late due to inclement weather or emergency
34 situations.

35
36 **Section 6.7.**

37 Employees required to work at least two consecutive hours of a shift regularly filled by a higher
38 classification employee shall receive compensation at the base rate of the higher classification. (In the
39 event that the base rate of pay of the higher classification would result in a lesser hourly salary for the
40 employee, then the employee who is working in the higher classification would be paid at the lowest
41 hourly rate that would provide the employee an hourly increase in pay.)

42
43 **Section 6.8. Overtime.**

44 Overtime is defined as being one and one-half (1½) times the employee's regular hourly rate of pay.

45
46 **Section 6.8.1.**

47 All employees working more than eight (8) hours per day and all employees working more than
48 forty (40) hours per week shall be compensated at the overtime rate of pay.

Section 6.8.2.

All members of the bargaining unit, who are required to work on the sixth (6th) and/or seventh (7th) consecutive day shall be compensated at the overtime rate of pay unless the employee and the District mutually agree to a change of work dates.

Section 6.9.

Field trips required for existing positions shall utilize the regularly assigned employee whenever reasonably possible. The regularly assigned employee will accept the assignment, whenever reasonably possible.

Section 6.9.1.

Employees will be paid up to eight (8) hours regular pay per day for time spent on field trips. In addition, employees will be paid time and one-half for any additional hours they are required to supervise a student(s) or provide other services. For field trips over eight (8) hours, employees will be given the details, including required duties and hours, before accepting the assignment.

Section 6.10. Elementary School Office Coordinator Work Year.

Elementary school office coordinator positions will receive additional workdays based on K-5 enrollment at each building.

Section 6.10.1.

This subsection applies to elementary schools with K-5 student enrollment count two-hundred seventy-four (274) or less. School office coordinator positions shall work twelve (12) days before the first day of school and seven (7) days after the last day of school.

Section 6.10.2.

This subsection applies to elementary schools with K-5 student enrollment count of two-hundred seventy-five (275) or more. School office coordinator positions shall work fifteen (15) days before the first day of school and ten (10) days after the last day of school.

Section 6.11. Collaboration Days.

On collaboration days, secretaries, Paraeducators and professional-technical will be compensated for their regular work day. During the non-student contact time they will perform duties designated by their supervisor or attend assigned training opportunities.

ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Holidays - 12 Month Employees.

All twelve (12) month employees shall receive the following paid holidays that fall within their work year provided that they have worked their last scheduled shift or portion thereof preceding the holiday and their first scheduled shift or portion thereof following the holiday(s) or are on paid leave; provided, the time the shift ends is not prior to the time the students have been released or their normal shift ending, whichever is earlier. In the event the administrator requires their services beyond this time, the

employee will be given two (2) days notice. No payment shall be received if the employee is on unpaid leave immediately before or after the holiday.

- | | |
|---------------------------|---|
| 1. New Year's Day | 7. Veterans' Day |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. Presidents' Day | 9. Day After Thanksgiving Day |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. Day Before or Day After Christmas Day |
| 6. Labor Day | 12. Juneteenth |

Section 7.2. Holidays - Less than 12 Month Employees.

All less than twelve (12) month employees shall receive the following paid holidays that fall within their work year provided that they have worked their last scheduled shift or portion thereof preceding the holiday and their first scheduled shift or portion thereof following the holiday(s) or are on paid leave; provided, the time the shift ends is not prior to the time the students have been released or their normal shift ending, whichever is earlier. In the event the administrator requires their services beyond this time, the employee will be given two (2) days notice. No payment shall be received if the employee is on unpaid leave immediately before or after the holiday.

For employees whose hours per day vary during the week, holiday pay will be based on the average hours worked per day.

- | | |
|---------------------------|---|
| 1. New Year's Day | 6. Veterans' Day |
| 2. Martin Luther King Day | 7. Thanksgiving Day |
| 3. Presidents' Day | 8. Day After Thanksgiving Day |
| 4. Memorial Day | 9. Christmas Day |
| 5. Labor Day | 10. Day Before Or Day After Christmas Day |
| | 11. Juneteenth |

Section 7.3. Worked Holidays.

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

Section 7.3.2.

Should a holiday occur while an employee is on paid vacation, the employee will receive holiday pay at their regular rate of pay for that day and it will not be counted as vacation.

Section 7.4. Vacations.

Twelve (12) month employees covered by this Agreement shall earn annual vacation according to years worked on the following basis:

<u>Years Worked</u>	<u>Vacation Earned</u>
1 year	10 days
2 years	11 days
3 years	12 days
4 years	13 days
5 years	14 days
6 years	15 days

7 years	16 days
8 years	17 days
9 years	18 days
10 years	19 days
11 years	20 days
12 years	21 days
13 years	22 days
14 years	23 days
15 years	24 days
16+	25 days

Section 7.4.1.

All vacation shall be taken at a time that is approved by the District. Vacation leave requests shall be mutually agreed upon with the employee's immediate supervisor and must be submitted at least two days in advance. Exceptions may be approved by the supervisor.

Section 7.4.2.

Vacation earned but not used may be carried over for one (1) year from the employee's anniversary date. No vacation may be carried over for more than one (1) year; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs.

Section 7.4.3.

Vacation hours will be accrued monthly. Vacation pay will be paid at the rate of the employee's regular base pay. For employees working less than eight (8) hours each day, vacation pay will be based on the hours worked per day. An employee who is entitled to, but has not received, paid vacation at the time of his/her termination or retirement shall receive pay for such earned vacation with his/her final pay check not to exceed thirty (30) days.

ARTICLE VIII

LEAVES

Section 8.1. Sick Leave.

Section 8.1.1.

Annually in September, twelve (12) month employees shall be credited with an allowance of twelve (12) days sick leave based on the regularly scheduled hours worked per day; eleven (11) month employees shall be credited with an allowance of eleven (11) days sick leave based on the regularly scheduled hours worked per day; ten (10) month employees shall be credited with ten (10) days sick leave per year based on the regularly scheduled hours worked per day. Sick leave shall be vested when earned and may accumulate up to the number of days established by RCW 28A.400.210 (180 days or the employee's work year, whichever is greater). Sick leave shall accumulate based on the employee's regularly scheduled hours per day in the month it is recorded and be allocated on a quarter-hour basis. Sick leave benefits shall be paid on the basis of the hourly rate applicable to the employee's regularly scheduled hours per day.

1 In the event sick leave is exhausted, see Section 8.8. (Leaves of Absence).

2
3 Employees may be eligible to receive Paid Family and Medical Leave (PFML) under the
4 Washington State Family and Medical Leave and Insurance Act. Eligibility criteria for this
5 program are established by the State. Information on this program is available through the
6 benefits manager in the Business Office.

7
8 The District shall provide eligible employees appropriate notice of the program as required by
9 state law.

10
11 Employees are responsible to file claims with the Employment Security Department (ESD) and
12 payments will come from ESD.

13
14 Employees may choose to use PFML prior to exhausting other paid leave options and will not
15 be required to exhaust sick leave prior to accessing PFML. PFML may be used consecutively
16 with the employee's other paid leave entitlements, at the employee's discretion.

17
18 Upon request, employees can also use their accrued sick leave to supplement Washington State
19 Paid Family Medical Leave so that the employee receives the equivalent of their regular salary.
20 Employees wishing to do so must communicate with the Business Office prior to taking such
21 leave. To receive pay for accrued leave in addition to PFML, employees will first submit
22 documentation to the District demonstrating the amount of pay the employee is receiving in
23 PFML, so that the District can calculate the difference in pay and deduct it from accrued sick
24 leave.

25
26 **Section 8.1.2.**

27 Pursuant to the current statute, employees may cash in unused sick leave annually or upon
28 death or retirement. Employees may cash in sick leave upon resignation if they meet the
29 qualifying requirements of RCW 28A.400.212(2).

30
31 **Section 8.1.3.**

32 In the event an employee is absent for reasons which are covered by Workers' Compensation
33 insurance, the employee may elect to receive only Workers' Compensation time loss benefits
34 rather than utilize available accumulated sick/vacation leave. An employee may elect to
35 receive available accrued sick leave or vacation leave in addition to Workers' Compensation
36 time loss benefits for the number of hours/days they are disabled from work. They may
37 supplement their Workers' Compensation benefits with sick/vacation leave up to receiving a
38 full day's pay of sick leave/vacation in addition to time loss benefits. The hours are deducted
39 from their accrued sick/vacation leave balance.

40
41 **Section 8.1.4. Use of Sick Leave.**

42 Each employee may use sick leave for personal illness, family illness, or emergencies as
43 outlined elsewhere in this contract. Pursuant to WAC 296-128-660 (Verification for Illness
44 Exceeding Three Days), the District may require a signed statement from a physician for an
45 employee's personal illness exceeding five (5) days.

Section 8.2. Leave for Family Illness.

Section 8.2.1.

Employees will be granted leave with pay charged against sick leave for serious illness in the immediate family, to care for a child (including daughter-in-law and son-in-law) of the employee with a health condition that requires treatment or supervision; or to care for a spouse, parent, parent-in-law or grandparent and other members of the immediate household: who have a serious health condition or an emergency condition. Federal and/or State Family Leave laws shall apply. The District will allow Paid Family Birth Leave for a grandparent for the birth of a grandchild up to one (1) day locally and up to two (2) days if the leave requires overnight travel out of the area.

Section 8.3. Bereavement Leave.

Section 8.3.1.

Employees will be granted a leave with pay of not more than five (5) working days when the absence is occasioned by the death of father, mother, step parent, parent substitute, brother, sister, brother or sister-in-law, aunts, uncles, nieces and nephews, spouse, children, grandchildren, parent of spouse, grandparent, daughter-in-law, son-in-law or other household member. One (1) day will be granted for family members not listed above. It is agreed between the parties that bereavement leave is noncumulative and is not deducted from accumulated sick leave. In extenuating circumstances for travel out of state or executor duties, the employee may be granted up to two (2) additional days deducted from sick leave.

Under circumstances where the actual memorial or burial service is held at a later date, an employee may request bereavement leave be delayed.

At an employee's request, a bereavement leave without pay not to exceed ten (10) working days, will be granted after the leave with pay has been taken.

Section 8.4. Personal Leave.

Section 8.4.1.

Upon advanced approval of employee's supervisor, an employee may be granted up to two (2) days leave with pay, per year, for personal reasons. In the event an employee receives approval for more than two (2) personal leave days during a given year, such days shall be without pay. Employees shall request leave no less than two (2) days prior to the anticipated leave date. Personal leave may not be taken the first or last week of student attendance or to extend a three-day weekend, holiday or any vacation period. Exceptions to these restrictions may be approved by the Superintendent. However, employees whose regular schedule is less than five (5) days per week are permitted to use personal leave on a regularly scheduled workday provided, those days are not adjacent to a holiday. All other provisions of this paragraph apply.

Section 8.4.1.1.

Employees who do not use their personal leave during the school year shall be allowed to cash the personal leave out. This request must be made in writing to the business office by June 30th of that year. Cash out payments will be based on the employee's hourly rate.

Employees who do not use their personal leave or do not request a personal leave cash out payment may carry over a maximum of one (1) day of personal leave into the next school year. The maximum amount of personal leave in any year is three (3) days. The maximum amount of personal leave for cash out in any year is three (3) days.

Section 8.5. Emergency Leave.

Section 8.5.1.

Employees may be granted leave with pay chargeable to sick leave when absence is occasioned by unforeseen personal emergencies not covered in other sections of the Article. In cases of inclement weather, use of leave will be at the discretion of the superintendent.

Section 8.6. Parenting Leave.

Section 8.6.1.

Accumulated sick leave days may be used for the purpose of pregnancy disability, childbirth and recovery. The duration of the leave will be determined on a physician's authorization indicating the period of time the employee is unable to perform normally assigned duties.

If the employee wishes to be absent from his/her job in excess of the time when he/she was unable to perform his/her normally assigned duties (as certified by his/her physician) he/she may request an unpaid extended leave of absence. Provisions of the Family and Medical Leave Act would apply.

Section 8.6.2. Paternity Leave.

Up to ten (10) days of sick leave will be allowed for the birth or adoption of a child. Complications that arise after the ten (10) day period will be treated as family illness. Personal leave days may also be used during the first week following the birth of the child without regard to the vacation, three-day weekend or holiday restrictions.

Section 8.7. Judicial Leave.

In the event an employee is summoned to serve as a juror, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. If a person is not selected for jury duty, he/she will report back to his/her regular job as soon as he/she is released. The District may request a copy of the jury summons or other supporting documentation for verification.

Section 8.7.1. Witness and Victim Reimbursement.

When an employee is summoned as a witness in a case when he or she has no personal involvement, or is the victim of a crime that requires his/her presence in court, the District will pay the employee the difference between what is payable by the judicial jurisdiction and their regular salary for up to two (2) days per incident. Payment to be charged against sick leave.

Section 8.8. Leave of Absence.

The Board of Directors may, at the employee's request grant a leave of absence for a period not to exceed one (1) year, without pay, to a regularly employed classified staff member. In the event of ill health or temporary disability, the classified employee shall have a period of ten (10) days from the time his/her sick leave is exhausted to request a leave of absence. In the event that the employee does

not request a leave of absence, the employment status shall be considered terminated. Leave will not be granted to accept other employment outside the District.

- A. **Leave of Thirty (30) Calendar Days or Less.** The employee's position on the wage scale and seniority date will be protected. No adjustment will be made in vacation days or other fringe benefits.
- B. **Leaves of Thirty-One (31) to Ninety (90) Calendar Days.** The employee's position on the wage scale and seniority date will be protected. An adjustment will be made in earned vacation and an adjustment will be made in the annual increment date. The employee will not accumulate vacation time or other fringe benefits for the period of time he/she is on leave that is in excess of thirty (30) days.
- C. **Leaves of Ninety-One (91) Calendar Days to One (1) Year.** The employee's seniority date will be protected. No vacation time or any other fringe benefits will accrue during the period of time in excess of thirty (30) days that the employee is on leave.

Section 8.8.1. Application for Leave.

The employee must make application for leave. Such application must be in writing to the Board of Directors, through the Superintendent. In the case of leave because of ill health or temporary disability, the application must be accompanied by a written statement from a physician stating that a health condition or temporary disability exists which necessitates such leave.

Section 8.8.2. Duration of Disability Leave.

The leave of absence, unless otherwise specified by the District, shall begin after the employee's sick leave is used and will continue for the time requested to a maximum of one (1) calendar year. The board, at its discretion, may terminate a disability leave prior to the scheduled termination date in the event that the employee is able to perform his/her assigned duties.

Section 8.8.3. Application for Reinstatement.

For any leave in excess of ninety (90) calendar days, the employee shall be required to make written application to the Board of Directors, through the superintendent, for reinstatement. The application should be made as soon as the date of return is known, but in any event, no later than thirty (30) days prior to the expiration of such leave. Failure to comply with the timelines for written application for reinstatement provided herein shall result in discharge from employment. (In case of leave because of ill health or temporary disability, the application for reinstatement must be accompanied by a written statement from a licensed physician stating that the employee is able to perform his/her normally assigned duties.)

Section 8.8.4. Assignment On Return From Leave.

An employee who returns from a leave of less than ninety (90) calendar days will be assured his/her original assignment, or a comparable assignment. An employee who returns from a leave in excess of ninety (90) calendar days will be assured the first available position for which the District determines that he/she is qualified. The salary will be the salary of the new position to which the employee is assigned.

ARTICLE IX

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 9.1.

The seniority of an employee shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as provided in this Agreement. Refer to 9.8.1. for additional information.

Section 9.1.1.

In the event more than one (1) employee in the bargaining unit set forth in Article I Section 1.4. of this Contract is awarded the same seniority date, the most senior employee shall be determined as follows:

A. The employee with the earliest application date in their personnel file.

In the event two (2) employees have the same application date:

B. The employee with the most hours scheduled on the first day of employment.

In the event two (2) employees have the same scheduled hours on their first day:

C. The employee names will be placed in a hat and names will be drawn from the group and placed in the seniority list in the order drawn. A representative of the Association and a representative of the District will be present during the drawing.

Section 9.1.2.

The District shall publish annually, by December 1st of each instructional year, an official dated seniority list, ranking all employees in the bargaining unit specified in Section 1.4. If additions of staff are made subsequent to December 1st, the District will notify the Association membership officer and the Association president.

Section 9.2.

Each new employee shall remain in a probationary status for a period of not more than one hundred eighty (180) calendar days following the hire date and will be provided with a ninety-day (90) evaluation. During the probationary period, the retention of an employee shall be solely and entirely within the discretion of the District. Employees transferring to a new position will be subject to a ninety-day (90) probationary period in the new position (when transferring from one classification to another - Secretarial to Paraeducator or Professional Technical) and will be provided with a forty-five (45) day evaluation. Employees who are not successful in a new position, will be placed in the next available position in their previous classification.

Section 9.3.

Upon completion of the probationary period, the employee will be subject to all rights and duties contained in the Agreement.

Section 9.4.

Seniority rights of an employee shall be lost for the following reasons:

- A. Resignation;
- B. Discharge;
- C. Retirement; or

D. Failure to return to work in response to a call-back from layoff.

Section 9.5.

Seniority rights shall not be lost for the following reasons:

- A. Time lost by reason of industrial accident, industrial illness, or jury duty;
- B. Time spent on other authorized leaves; or
- C. Time spent on layoff status as outlined in Article IX.

Section 9.6.

Seniority rights shall be effective within the bargaining unit; except as provided in Section 9.9. of this Article.

Section 9.7.

The District shall offer regularly scheduled additional hours of employment to qualified available employees within the building in the same general job classification on a seniority basis, which the employee will retain the right to refuse, and has the right to schedule and assign current employees in the same job classification in the building prior to posting remaining unfilled hours as an open position. Additional summer hours will be assigned within the building by seniority. Additional days may be added to an existing position without posting where the additional hours and days accumulate to less than one hundred and eighty (180) hours.

Section 9.7.1.

The District shall publicize within the bargaining unit the availability of new or open positions for at least five (5) working days. An open position is defined as available currently funded unfilled hours in a building or department. No more than one (1) hour per day can be added to a current position during the school year, otherwise the position will be posted as a new position. The District reserves the right to publicize open positions through other channels. All interested applicants for an open position must submit an application in accordance with the application procedure listed on the job announcement prior to the posted closing date.

Summer school positions will be posted. Priority will be given within the building first by seniority subject to District program needs and qualifications, then District wide by seniority also subject to District program needs and qualifications.

Section 9.8.

The employee with the earliest hire date shall have preferential rights regarding transfers and assignment to new or open jobs or positions when ability, performance, and qualifications are substantially equal with junior employees and/or other applicants.

In addition to the interview process the following qualifications will be considered in selecting an applicant for transfers to an open position: experience, job knowledge, productivity, quality of work, technical knowledge, skills, dependability, flexibility, initiative/creativity, communication skills, human relation skills, student relations, attendance and punctuality, conduct and appearance, and safety.

1 If an employee is not selected, the District will, upon a reasonable request of the affected employee,
2 schedule a conference with the employee to discuss the matter. The employee may have Association
3 representation at said meeting.

4
5 **Section 9.8.1.**

6 When the District posts a temporary position with a definite termination date, existing
7 employees transferred per Section 9.7. shall have return rights to their previous or similar job.
8 A new employee hired to fill the temporary position, or the position of the transferred
9 employee, will, on the posted termination date, be released from employment without further
10 benefit under the contract.

11
12 If that job is continued beyond the initial termination date and is reposted for more than the
13 initial term, all employees who meet the minimum qualifications will have the right to apply.
14 All applicants will receive equal treatment in the screening process when the position is filled
15 on a permanent basis.

16
17 In the event an employee in the previous paragraph holds a position for a period of more than
18 one (1) year or the position is posted for a second continuous instructional year, said position
19 shall be posted as a regular position. Should a temporary employee be hired for a regular
20 position within the same classification and within six (6) months of the end of their occupancy
21 of a temporary position, their hire date will be retroactive to the beginning of the temporary
22 position, minus any break in service. Notwithstanding the immediately preceding sentence the
23 District has the right to post such position as a regular position prior to the one (1) year limit.
24 This provision shall not apply to after school programs funding. The Union and the District will
25 meet to determine if additional grants qualify for this exemption.

26
27 **Section 9.9. Reduction In Force And Rehiring Procedure.**

28
29 **Section 9.9.1.**

30 In the event of a reduction in force (as opposed to reduction in hours), employees shall be
31 terminated based on seniority earned within the general job classification of Secretary/Clerical,
32 Paraeducator, and Professional Technical Specialist (as set forth in Appendix A). An employee
33 who has changed general job classifications may retreat back to the most recent general job
34 classification where he/she has had at least one (1) year experience during the last five (5) years
35 and retain seniority with that general job classification. Individuals who are employed in more
36 than one (1) general job classification shall accrue seniority in each general job classification in
37 which the individual is employed. If the District eliminates the job of a senior employee, said
38 employee may bump into the job of a junior employee in their general job classification. The
39 senior employee must have the appropriate qualifications for the job they bump into.

40
41 **Section 9.9.1.1.**

42 An employee that is bumped out of their position and has no option except to take a
43 lower general job classification position at a lower pay rate, in accordance with Section
44 9.9.1., shall be paid at the hourly rate in the new classification that is closest to the
45 hourly rate of their previous position.

1 **Section 9.9.2.**

2 In the event of a layoff, employees so affected are to be placed on a re-employment list
3 maintained by the District. Such employees are to have priority in filling an opening in the
4 general job classification (as provided in Section 9.9.1. of this Article) held immediately prior
5 to layoff. Names shall remain on the re-employment list for a period of eighteen (18) calendar
6 months.

7
8 **Section 9.9.3.**

9 Employees on layoff status shall file their addresses and telephone numbers, in writing, with
10 the personnel department of the District and shall thereafter promptly advise the District, in
11 writing, of any change of address or change in telephone number.

12
13 **Section 9.9.4.**

14 An employee shall forfeit all rights to re-employment with the District if the employee does not
15 comply with the requirement to provide a current address and telephone number or if the
16 employee does not accept the offer of re-employment with the District within five (5) days;
17 provided, that such employee is offered a position substantially equal to that held prior to
18 layoff. An employee on layoff status who rejects an offer of re-employment shall be
19 terminated.

20
21 **Section 9.10. Reduction in Hours.**

22
23 **Section 9.10.1.**

24 Nothing contained in this Article shall be construed to prohibit the District from making a
25 systematic reduction in the hours worked by employees at individual work sites as the need
26 arises because of program or budgetary reasons. Subject to work site scheduling conflicts or
27 program requirements as determined by the designated administrator (i.e., one-on-one
28 Paraeducator) no additional personnel shall be hired in positions covered by this Agreement at
29 the work site until all hours are reinstated to pre-reduction levels as determined by the
30 employee's hours as of October 1st of the previous contract year. After-school program hours
31 are exempt from this provision). Every reasonable effort will be made to restore time to
32 reduced employees on a seniority basis.

33
34 **Section 9.10.2.**

35 In the event the District reduces an employee's hours of employment by thirty-one (31) or more
36 minutes of regular daily assigned time, the impacted employee shall have the right to bump,
37 within five (5) working days, any junior employee in their general job classification with
38 substantially the same number of hours. For the purpose of this section the following will
39 apply.

40
41 A. "Substantially the same number of hours" equals one (1) hour more than the employee's
42 base hours, the same amount of base hours or any hours less than the employee's base
43 hours.

44
45 B. An employee's hours on October 1st of the previous contract year, plus any time restored
46 to the employee pursuant to Section 9.10.1. of this Agreement shall constitute the
47 employee's base assignment.

C. An employee who is awarded an open or new position pursuant to Section 9.7. of this Agreement establishes new base hours.

D. An employee who sustains an involuntary reduction of time that is not restored may, if additional time is cut and accumulates to thirty-one (31) or more minutes, exercise their bumping rights as stated above.

E. An employee who chooses to exercise their bumping rights sets new base hours with no further right to restoration.

F. An employee who chooses not to exercise their bumping rights maintains their right to restoration of hours.

Employees may exercise their seniority “bumping” rights for assignments provided they,

A. have prior successful experience in the specific position; or

B. meet the current qualifications for the position; and

C. possess greater seniority than the employees who would otherwise be retained in the position.

ARTICLE X

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 10.1.

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the Grievance Procedure hereinafter provided if so requested by the employee. At any meeting held between an employee and a supervisor which could result in discipline, the employee will be provided union representation. The employee will be given up to one day to arrange union representation. The employee shall have the right to choose any PSE representative as long as they are reasonably available. The employee may choose any PSE union member as their representative.

The District shall have the right to use progressive discipline with employees. The steps in progressive discipline are as follows:

1. Oral Warning
2. Written Reprimand
3. Suspension with or without pay
4. Discharge

1 **Section 10.2.**

2 At such time as District wage rates are set, and other cost items and revenues determined, the District
3 will provide employees who work less than twelve (12) months advance notification of the intent to
4 re-employ.

5
6 **Section 10.3.**

7 The District will give employees seven (7) calendar days notice of intent to discharge or layoff, except
8 in extraordinary cases.
9
10
11

12 **ARTICLE XI**

13
14 **PERFORMANCE EVALUATION**
15

16 **Section 11.1.**

17 The District's annual evaluation of employees shall be subject to the following rights and procedures.
18 The evaluation will be presented to the employee at a conference with the Administrator, Director, or
19 Supervisor (not the teacher) no later than June 1st for all employees. The employee will sign the
20 evaluation; in so doing the employee does not signify agreement with the substance of the evaluation.
21 The employee's signature shall signify only that the employee has read the evaluation. Probationary
22 employees and employees transferring to a different position shall be evaluated before the end of the
23 probationary period. An employee who accepts a posted position shall be subject to the provisions of
24 Section 9.2. At the time the employee signs the evaluation, the employee will be given a copy of the
25 evaluation.
26
27
28

29 **ARTICLE XII**

30
31 **INSURANCE AND RETIREMENT**
32

33 **Section 12.1.**

34 Employees may participate in the School Employees Benefit Board (SEBB) insurance plan for payroll
35 deduction. All employees working more than 630 hours per year are eligible for SEBB benefits.
36 Benefits will be administered according to SEBB and currently include: Medical, Dental, Vision,
37 Long-Term Disability and Retirement Subsidy. The district agrees to pass through any State allocated
38 funds during the term of this Agreement. Employees will be required to pay the Employee portion as
39 designated by SEBB. The district shall follow the SEBB rules and regulations. The District agrees to
40 provide for payroll deductions as determined by employee's plan choice annually. The District will
41 offer Section 125 deductions for all premiums allowed.
42

43 **Section 12.2.**

44 The District shall provide tort liability coverage for all employees subject to this Agreement.
45

1 **Section 12.3.**

2 In determining whether an employee subject to this Agreement is eligible for participation in the
3 Washington State Public Employee's Retirement System, the District shall report all hours worked,
4 whether straight time or overtime.
5
6
7

8 **ARTICLE XIII**

9
10 **ASSOCIATION MEMBERSHIP AND CHECKOFF**
11

12 **Section 13.1. Membership**

13 The District and PSE/SEIU 1948 understand that at the center of our labor management relationship is
14 the shared interest in providing the best services to the public. All bargaining unit employees shall
15 have the option of joining and maintaining membership in PSE/SEIU 1948 upon employment with the
16 District in the bargaining unit.
17

18 **Section 13.2. Membership Rescission**

19 Union members requesting to rescind membership and membership rights in their exclusive
20 Professional Advocacy Organization shall make such request in writing to PSE/SEIU 1948, following
21 the Constitution and Bylaws, and any and all relevant conditions, policies and procedures. Providing
22 such conditions have been met, PSE/SEIU 1948 shall inform the District of the employee's non-
23 member status consistent with the notification section 14.3.
24

25 **Section 13.3. New Hire Notification**

26 The District shall notify PSE/SEIU 1948 and the agreed bargaining unit representative of all new hires
27 within ten (10) days of hire date, or as soon as practical, including name, home mailing address, job
28 title, work email, work location and hire date.
29

30 **Section 13.4. Dues and Checkoff**

31 PSE/SEIU 1948 shall provide the District with a full and complete list of bargaining unit employees
32 who are current members of PSE/SEIU 1948, and shall provide updates, additions, and/ or other
33 changes in membership status to the District upon request. The District agrees to accept dues
34 authorizations via voice authorization or by E-signature in accordance with "E-SIGN". PSE/SEIU
35 1948 will provide a list of those members who have agreed to union membership via voice
36 authorization. In addition, upon request, PSE/SEIU 1948 will grant access to the District to the .wav
37 files associated with the voice authorization. PSE/SEIU 1948 will be the custodian of the records
38 related to voice/E-signature authorizations. PSE agrees that, as the custodian of the records, it has the
39 responsibility to ensure the accuracy and safe-keeping of those records. The District shall deduct PSE
40 dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW
41 41.56.110. The District shall transmit all such funds deducted to the Treasurer of Public School
42 Employees of Washington on a monthly basis.
43

44 **Section 13.5. Political Action Committee.**

45 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
46 deduct from the pay of such bargaining unit employee the amount of contribution the employee
47 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
48 check separate from the Union dues transmittal check. The employee may revoke the request at any

time. At least annually, the PSE state office will notify the employee about the right to revoke the request.

Section 13.6. Agency Fee Restoration Contingency.

In the event there is a change in law or holding by a court of competent jurisdiction that allow for the withholding of dues or equivalent fee as a condition of employment, PSE/SEIU 1948 and the District agree to restore the union security and dues deduction provisions of the CBA in effect at the time of the Janus decision.

Section 13.7.

As soon as possible after hire but in no case more than twenty (20) days union representatives will be provided with access of half (½) hour to new employees who will be paid for that time. One (1) assigned union representative will be provided paid time to make this presentation. Such access will be exclusively for access by union representative to new employees and not part of some other activity.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.1.

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article. Time limits under unusual circumstances may be extended by mutual consent. Employees have the right to forego Association representation in this procedure.

Section 14.2. Grievance Steps.

Section 14.2.1. Step One.

Employees shall first discuss (face to face) the grievance with their immediate supervisor. If the employee so wishes, he/she may be accompanied by an Association representative at subsequent discussions. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within fifteen (15) working days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 14.2.2. Step Two.

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

A. The facts on which the grievance is based (which shall include the name of the person deemed responsible for the alleged grievance; or in the event the person allegedly responsible for the grievance is in doubt, the name of the individual with which the preliminary conference was held);

B. A reference to the provisions in this Agreement which have been allegedly violated; and

1 C. The remedy sought.

2
3 The employee shall submit the written statement of grievance to the immediate supervisor for
4 reconsideration within twenty (20) working days of the occurrence of the grievance and shall
5 submit a copy to the official in the administration responsible for personnel. The parties will
6 have ten (10) working days from submission of the written statement of grievance to resolve it
7 by indicating on the statement of grievance the disposition. If an agreeable disposition is made,
8 all parties to the grievance shall sign it.

9
10 **Section 14.2.3. Step Three.**

11 If no settlement has been reached within ten (10) working days referred to in the preceding
12 subsection, the written statement of grievance shall be submitted within ten (10) working days
13 to the District superintendent or the superintendent's designee. After such submission, the
14 parties will have ten (10) working days to schedule a mutually agreeable time to hold a hearing
15 to consider the grievance. The superintendent or the superintendent's designee will have five
16 (5) working days after the meeting to respond in writing.

17
18 **Section 14.2.4. Step Four.**

19 If the grievance is not resolved at Step Three, the Association may refer the grievance to
20 arbitration by requesting an arbitrator from the Washington State Public Employment Relations
21 Commission. Referral to arbitration must be made within fifteen (15) working days after the
22 decision in Step Three and will be accompanied with the following information:

- 23
24 A. The facts on which the grievance is based (which shall include the name of the person
25 deemed responsible for the alleged grievance; or in the event the person allegedly
26 responsible for the grievance is in doubt, the name of the individual with which the
27 preliminary conference was held);
28
29 B. A reference to the provisions in this Agreement which have been allegedly violated; and
30
31 C. The remedy sought.

32
33 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood
34 as follows:

- 35
36 1. The arbitrator shall have no power to render a decision that will add to, subtract
37 form, or alter, change, or modify the terms of this Agreement. The arbitrator's
38 power shall be limited to interpretation or application of the terms of this
39 Agreement, and all other matters shall be excluded from arbitration.
40
41 2. The decision of the arbitrator shall be final, conclusive and binding upon the District,
42 the Association and the employee involved.
43
44 3. The cost of the arbitrator shall be borne equally by both parties. Each party shall bear
45 the cost of presenting its own case.
46
47 4. The arbitrator's decision shall be made in writing and shall be issued to the parties as
48 soon as possible after the case is submitted to the arbitrator.

Section 14.3.

The District shall not discriminate against any individual employee for taking action under this Article.

ARTICLE XV

TRANSFER OF PREVIOUS EXPERIENCE

Section 15.1.

Employees shall receive all leave and seniority benefits as outlined in RCW 28A.400.300.

ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1.

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 and hours worked.

Section 16.2.

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.

For the period of September 1, 2021 through August 31, 2022, Schedule A as attached is amended in the current agreement to reflect a 6.5 percent increase to be paid over the remainder of each employee's contract year beginning June 30, 2022. Substitute employees who have worked 30 or more days during the 2021-2022 school year and mid-year retirees are eligible for this salary adjustment.

For the period of September 1, 2022 through August 31, 2023, Schedule A shall be as attached (which reflects a 5.5 percent salary increase). The District and the Union agree to form a committee to discuss and explore a classification review process.

For the period of September 1, 2023 through August 31, 2024, Schedule A shall be improved by the IPD (implicit price deflator) plus 1.5 percent.

For the period of September 1, 2024 through August 31, 2025, the parties will begin meeting not later than March 1, 2024, to negotiate salary.

Incremental steps on Schedule A shall be funded by the District.

Section 16.2.1.

Eligibility for salary schedule advancement will be based upon the employee's years of experience. Advancement from one step to another will occur only on September 1st.

Employees whose first day of work for the District occurred prior to March 1st of a year will be

credited with a year of employment for salary advancement purposes. Employees whose first day of work for the District occurred on or after March 1st of a year will have zero (0) years of salary advancement credit on the following September 1st.

Section 16.2.2.

Generally, employees changing positions within their general job classification will be paid at the step reflecting their longevity within that general job classification. Any employee who changes general job classifications shall be placed on the first step of the new pay level that provides the employee a five (5%) percent wage increase. Schedule A

Section 16.2.2.1. Salary Placement.

The Aberdeen School District and the Public School Employees of Washington / SEIU 1948 agree to make an exception to the “Any employee who changes job positions or classifications shall be placed on the First Step of the new pay level that provides the employee a wage increase.” This agreement shall apply to new PSE employees hired on or after August 1, 2017.

The District and Union agree to consider previous employment that is determined to be “like” and “similar in nature” based upon written and signed Verification of Employment statements provided by previous employers for salary placement purposes.

It is also agreed that verified and applicable previous employment will be counted as follows: Every five (5) consecutive years of “like” and “similar in nature” employment will count toward one (1) additional step increase on the appropriate salary schedule (e.g. 3 years’ experience = step 0, 5 years’ experience = step 1, etc.)

New employees will have up to ninety (90) calendar days from the date of hire to provide written and signed Verification of Employment statements to the District for salary placement purposes. Compensation will be retroactive to the first date of employment.

New employees disputing the District’s determination for salary placement based on the written and signed Verification of Employment statements may exercise Article XIV, Grievance Procedure, as provided in the Collective Bargaining Agreement.

Section 16.2.3.

The District will divide the annual compensation for all employees into twelve (12) equal installments. New employees are required to complete the automatic payroll deposit form and receive their monthly payment by direct deposit.

Section 16.2.4.

Employees, who work the month of August preceding Schedule A, shall be compensated at the succeeding Schedule A rate of pay.

Section 16.2.5.

Paraeducators (Class D and E) in the State of Washington must have a secondary school (high school) diploma or its recognized equivalent and meet one of the following options: an Associate of Arts or Science degree; Seventy-two (72) quarter college credits at the one-

hundred (100) level or above; or pass a skills test approved by the State of Washington. Employees that meet the requirements by credits or a degree must provide an official transcript to the Human Resources Department. The employee must provide official documentation of the skills test score to the Human Resources Department.

Section 16.2.6. Longevity Pay.

Employees shall be paid in addition to their regular hourly rate longevity pay as follows:

Longevity Pay

15 years – thirty cents (\$0.30)
20 years – forty cents (\$0.40)
25 years – fifty cents (\$0.50)
30 years – sixty cents (\$0.60)
35 years – seventy cents (\$0.70)

Section 16.3.

For purposes of calculating daily hours, actual time worked will be recorded.

Section 16.4.

Any employee required to travel as a condition of employment from one work site to another work site in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the rate established by District policy for all its employees.

Section 16.5.

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures. If an employee attends a workshop or camp where room and board is provided by the District, no expense reimbursement will be made.

Section 16.6.

Employees attending training courses other than during their regular work day, required by District policy as a condition of employment will be paid by the School District, at the employee's regular hourly rate of pay for all time in attendance, plus any fee, tuition, or transportation costs.

Section 16.7.

In the event a building administrator has assigned school coordinator responsibilities to any one paraeducator for one (1) hour or more per day for the purpose of duty-free lunch and mandatory break coverage, that paraeducator will receive the assistant secretary rate of pay for that hour of coverage at the nearest step that provides a wage increase of at least three (3%) percent.

Section 16.8. Attendance Incentive Program.

To be eligible for this award, the employee must be a current employee at the commencement and conclusion of the award period. This award shall not be available to those employees who have been suspended without pay for disciplinary or related reasons.

Attendance incentive awards for the period from September 1st through January 31st shall be awarded to any eligible employee who is not absent from work anytime for sick leave, emergency leave, or leave without pay, except for bereavement leave, jury duty leave, or release time for union duties, shall receive the attendance incentive award as outlined below. Payment shall be made with the regular March pay.

Attendance incentive awards for the period from February 1st through the end of the school year shall be awarded to any eligible employee who is not absent from work anytime for sick leave, emergency leave, or leave without pay, except for bereavement leave, jury duty leave, or release time for union duties, shall receive the attendance incentive award as outlined below. Payment shall be made with the regular August pay.

Unit members who are eligible for incentive pay will be paid one (1) additional day of pay equivalent to the average hours worked each period.

This incentive is available only to those members who are in paid status on June 30.

Section 16.9.

Employees will be reimbursed the cost of pre-employment fingerprinting clearance upon successful completion of the probation period.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT

Section 17.1.

One (1) training day will be offered by the District at no cost to the employee prior to the opening of the school year. This training opportunity shall align with one of the District-directed certificated TRI days as scheduled on the District approved calendar.

Section 17.1.1.

One (1) training day will be offered by the District at no cost to the employee prior to the opening of the school year. This training opportunity shall align with one of the District-directed certificated professional development days as scheduled on the District approved calendar. The District will provide a mutually agreed time for the Union to meet with its members for a back-to-school meeting.

Section 17.2.

Payment for this day will be by individual timesheet to be completed by each employee for attendance at this professional development opportunity. Employees will be paid by the District at the employee's regular hourly rate of pay for all time in attendance.

ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Section 18.1.

The term of this Agreement shall be September 1, 2022 through August 31, 2025.

1 **Section 18.2.**

2 All provisions of this Agreement shall be applicable to the entire term of this Agreement
3 notwithstanding its execution date, except as provided in the following section.
4

5 **Section 18.3.**

6 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
7 parties in writing; and provided that this Agreement shall be reopened as necessary to consider the
8 impact of any legislation enacted following execution of this Agreement which may arguably affect the
9 terms and conditions herein or create authority to alter personnel practices in public employment. The
10 parties recognize that funding for classified salaries may significantly change as a result of the
11 legislative implementation of funding to meet the requirement of the McCleary decision and
12 clarification of that funding in the 2019-2021 state budget. Should classified salary funding change
13 away from an increase across the board the parties will reopen to negotiate the implementation of the
14 increased funding in years two (2) and three (3) (2020-2021 and 2021-2022).
15

16 **Section 18.4.**

17 If any provision of this Agreement or the application of any such provision is held invalid, the
18 remainder of this Agreement shall not be affected thereby.
19

20 **Section 18.5.**

21 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
22 State or federal statutes or regulations promulgated pursuant thereto.
23

24 **Section 18.6.**

25 In the event either of the two (2) previous sections is determined to apply to any provision of this
26 Agreement, such provision shall be negotiated pursuant to Section 18.3.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF ABERDEEN #1201

ABERDEEN SCHOOL DISTRICT #5

BY: Dave Douglass
Dave Douglass, Chapter President

BY: Jennifer Durney
Jennifer Durney, School Board President

DATE: 6/30/2022

DATE: 6/30/2022

BY: Alicia Henderson
Alicia Henderson, Superintendent

DATE: 6/30/2022

**SCHEDULE A
ABERDEEN SCHOOL DISTRICT 5
SEPTEMBER 1, 2021 – AUGUST 31, 2022**

REVISED

CLASS	POSITION	Step 1	Step 2	Step 3	Step 4	Step 5
A	Teaching/Learning Office Coordinator	\$24.76	\$26.00	\$27.31	\$29.04	\$30.09
	Special Services Office Coordinator					
	School Office Coordinator					
	CTE Office Coordinator					
	Preschool Secretary					
	High School Comptroller					
	Purchasing/Maintenance Coordinator					
B	State/Federal Program Secretary	\$21.21	\$22.28	\$23.36	\$24.57	\$25.87
	Technology Department Secretary					
	Registrar					
	Food Service Secretary					
	Sub Coordinator/Reception					
	Human Resources Assistant					
C	Assistant School Secretary	\$19.96	\$20.96	\$22.00	\$23.10	\$24.26
	Attendance Secretary					
	School Counselor Secretary					
	Gear Up Secretary					
	Accounts Payable Assistant					
D	Print Shop Coordinator	\$18.06	\$18.97	\$19.92	\$20.91	\$21.96
	Interpreter for Deaf (non licensed)					
	Interpreter for Language (non licensed)					
	LRC Technician					
	Special Service Vocational Assistant					
	Student/Family Support Assistant					
	Para Educator					
	Para Educator - Bilingual					
E	Special Day Class Para - Program Codes - 2131, 2132, 2133, 2431, 2432, 2433	\$19.86	\$20.85	\$21.91	\$23.00	\$24.14
F	Family Service Worker	\$23.47	\$24.62	\$25.82	\$27.11	\$28.48
	Multi-Media Technician					
	MTSS Assistant					
	Behavioral Support Specialist					
	Online Education Technician					
	Speech Language Pathology Technician					
	Interpreter - Language with degree, certificate or 5 years experience					
G	Child Care Coordinator	\$24.76	\$26.00	\$27.31	\$29.04	\$30.09
	ECEAP Family Service Worker					
	Homeless Liaison - McKinney-Vento Act					
H	Licensed/Certified Occupational Therapy Asst	\$34.45	\$36.15	\$37.99	\$39.89	\$41.89
	Specialist Licensed/Certified Speech Language Pathology Asst.					



SCHEDULE A
ABERDEEN SCHOOL DISTRICT 5
SEPTEMBER 1, 2022 – AUGUST 31, 2023

CLASS	POSITION	Step 1	Step 2	Step 3	Step 4	Step 5
A	Teaching/Learning Office Coordinator	\$26.12	\$27.43	\$28.81	\$30.64	\$31.74
	Special Services Office Coordinator					
	School Office Coordinator					
	CTE Office Coordinator					
	Preschool Secretary					
	High School Comptroller					
	Purchasing/Maintenance Coordinator					
B	State/Federal Program Secretary	\$22.38	\$23.51	\$24.64	\$25.92	\$27.29
	Technology Department Secretary					
	Registrar					
	Food Service Secretary					
	Sub Coordinator/Reception					
	Human Resources Assistant					
C	Assistant School Secretary	\$21.06	\$22.11	\$23.21	\$24.37	\$25.59
	Attendance Secretary					
	School Counselor Secretary					
	Gear Up Secretary					
	Accounts Payable Assistant					
D	Print Shop Coordinator	\$19.05	\$20.01	\$21.02	\$22.06	\$23.17
	Interpreter for Deaf (non licensed)					
	Interpreter for Language (non licensed)					
	LRC Technician					
	Special Service Vocational Assistant					
	Student/Family Support Assistant					
	ParaEducator					
	ParaEducator - Bilingual					
E	Special Day Class Para - Program Codes - 2131, 2132, 2133, 2431, 2432, 2433	\$20.95	\$22.00	\$23.12	\$24.27	\$25.47
F	Family Service Worker	\$24.76	\$25.97	\$27.24	\$28.60	\$30.05
	Multi-Media Technician					
	MTSS Assistant					
	Behavioral Support Specialist					
	Online Education Technician					
	Speech Language Pathologist Technician					
	Interpreter - Language with degree, certificate or 5 years experience					
G	Child Care Coordinator	\$26.12	\$27.43	\$28.81	\$30.64	\$31.74
	ECEAP Family Service Worker					
	Homeless Liaison - McKinney-Vento Act					
H	Licensed/Certified Occupational Therapy Asst Specialist	\$36.34	\$38.14	\$40.08	\$42.08	\$44.19
	Licensed/Certified Speech Language Pathology Asst.					

*program codes: 2131/2431- Autism: 2132/2432 - EBD; 2133/2433 - ID; 2134/2434 - Transitions
 Substitute Rate: Step 1 of position assigned - E class subs earn D class rate.



Appendix A

Secretary

Teaching/Learning Office Coordinator
Special Services Offices Coordinator
School Office Coordinator
CTE Office Coordinator
Preschool Secretary
State/Federal Program Secretary
Technology Department Secretary
High School Comptroller

Registrar
Sub Coordinator/Reception
Food Service Secretary
Attendance Secretary
Gear Up Secretary
Assistant School Secretary
Accounts Payable Assistant
School Counselor Secretary

Paraeducator

Print Shop Coordinator
Interpreter for Deaf (non-licensed)
Interpreter for Language (non-licensed)
Speech Language Pathology Assistant (non-licensed)
Paraeducator – Behavior Intervention Assistant

LRC Technician
Special Service Vocation Assistant
Student/Family Support Assistant
Paraeducator
Paraeducator – Bilingual

Professional Technical/Specialists

Family Service Worker
Paraeducator – Behavior Intervention w/cert
(grandfathered)
Occupation Therapy Aide (grandfathered)
Interpreter – Language w/degree, cert or
Five years' exp
Specialists – Licensed/Certified Occupational Therapy Asst.
Licensed/Certified Speech Language Pathology Asst.

Multi Media Technician
Child Care Coordinator
ECEAP Family Service Worker
Homeless Liaison – McKinney-Vento Act

ADDENDUM TO CONTRACT

Aberdeen School District Insurance Program

INSURANCE COVERAGE SYNOPSIS

LIABILITY INSURANCE: The District's insurance program provides liability coverage for all employees while they are performing within the scope of their duties for the Aberdeen School District. If claims made against the District for any one occurrence exceed the policy limit, the District has an Excess Liability policy providing an additional coverage.

AUTO LIABILITY INSURANCE: An employee of the District is covered under the District policy while driving a District-owned vehicle (or a vehicle rented or leased by the District). If the amount owed for any one accident exceeds the policy limit, the District Excess Liability policy provides additional coverage.

Employees shall not be required to use their personal vehicles to transport students.

ERRORS AND OMISSION INSURANCE: Employees of the District are covered under this professional liability.

ABERDEEN SCHOOL DISTRICT No. 5
PUBLIC EMPLOYEES OF WASHINGTON
AUGUST 31, 2023 - AUGUST 31, 2024

CLASS	POSITION	Step 1	Step 2	Step 3	Step 4	Step 5
A	Teaching/Learning Office Coordinator	\$27.48	\$28.86	\$30.31	\$32.23	\$33.39
	Special Services Office Coordinator					
	School Office Coordinator					
	CTE Office Coordinator					
	Preschool Secretary					
	High School Comptroller					
	Purchasing/Maintenance Coordinator					
B	State/Federal Program Secretary	\$23.54	\$24.73	\$25.92	\$27.27	\$28.71
	Technology Department Secretary					
	Registrar					
	Food Service Secretary					
	Sub Coordinator/Reception					
	Human Resources Assistant					
C	Assistant School Secretary	\$22.16	\$23.26	\$24.42	\$25.64	\$26.92
	Attendance Secretary					
	School Counselor Secretary					
	Gear Up Secretary					
	Accounts Payable Assistant					
D	Print Shop Coordinator	\$20.04	\$21.05	\$22.11	\$23.21	\$24.37
	Interpreter for Deaf (non licensed)					
	Interpreter for Language (non licensed)					
	LRC Technician					
	Special Service Vocational Assistant					
	Student/Family Support Assistant					
	ParaEducator					
	ParaEducator - Bilingual					
	ParaEducator - Behavior Intervention Asst					
E	2133, 2431, 2432, 2433	\$22.04	\$23.14	\$24.32	\$25.53	\$26.79
F	Family Service Worker	\$26.05	\$27.32	\$28.66	\$30.09	\$31.61
	Multi-Media Technician					
	MTSS Assistant					
	Behavioral Support Specialist					
	Online Education Technician					
	Speech Language Pathologist Technician					
	years experience					
G	Child Care Coordinator	\$27.48	\$28.86	\$30.31	\$32.23	\$33.39
	ECEAP Family Service Worker					
	Homeless Liaison - McKinney-Vento Act					
H	Licensed/Certified Occupational Therapy Asst	\$38.23	\$40.12	\$42.16	\$44.27	\$46.49
Specialist	Licensed/Certified Speech Language Pathology Asst.					

Effective: August 31, 2023

Board approval: June 6, 2023

ABERDEEN SCHOOL DISTRICT No. 5
PUBLIC EMPLOYEES OF WASHINGTON
AUGUST 28, 2024 - AUGUST 31, 2025

CLASS	POSITION	Step 1	Step 2	Step 3	Step 4	Step 5
A	Teaching/Learning Office Coordinator	\$28.50	\$29.92	\$31.42	\$32.99	\$34.64
	Special Services Office Coordinator					
	School Office Coordinator					
	CTE Office Coordinator					
	Sub Coordinator/Reception					
	Preschool Secretary					
	High School Comptroller					
	Purchasing/Maintenance Coordinator					
B	State/Federal Program Secretary	\$25.45	\$26.72	\$28.06	\$29.46	\$30.93
	Technology Department Secretary					
	Registrar					
	Food Service Secretary					
	Human Resources Assistant					
C	Assistant School Secretary	\$24.02	\$25.22	\$26.48	\$27.80	\$29.19
	Attendance Secretary					
	School Counselor Secretary					
	Gear Up Secretary					
	Accounts Payable Assistant					
D	Print Shop Coordinator	\$21.82	\$22.91	\$24.05	\$25.26	\$26.52
	Interpreter for Deaf & Language (non licensed)					
	LRC Technician					
	Special Service Vocational Assistant					
	Student/Family Support Assistant					
	ParaEducator and/or ParaEducator - Bilingual					
	ParaEducator - Behavior Intervention Asst					
E	Special Day Class Para - Prog - 2X31, 2X32, 2X33	\$23.89	\$25.09	\$26.34	\$27.66	\$29.04
F	Family Service Worker	\$27.01	\$28.36	\$29.78	\$31.27	\$32.84
	Multi-Media Technician					
	MTSS Assistant					
	Behavioral Support Specialist					
	Online Education Technician					
	Speech Language Pathologist Technician					
	Interpreter - Language w deg, certificate or 5 yrs exp					
G	Child Care Coordinator	\$28.50	\$29.92	\$31.42	\$32.99	\$34.64
	ECEAP Family Service Worker					
	Homeless Liaison - McKinney-Vento Act					
	GEAR UP Coordinator					
	Registered Behavior Technician					
H	Licensed/Certified Occupational Therapy Asst	\$39.64	\$41.63	\$43.71	\$45.89	\$48.19
	Specialist Licensed/Certified Speech Language Pathology Asst.					

Board Approved: June 4, 2024

Effective: August 28, 2024