

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  
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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.



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 **ARTICLE II**

26  
27 **RIGHTS OF THE EMPLOYER**

28  
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.

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## 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.



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

7  
8 **Section 3.7.**

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

14  
15 **Section 3.8.**

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

21  
22 **Section 3.8.1.**

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

25  
26 **Section 3.8.2.**

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

30  
31 **Section 3.8.3.**

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

35  
36 **Section 3.9.**

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

39  
40 **Section 3.10.**

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



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## 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.

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**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.



1 **Section 6.8.2.**

2 All members of the bargaining unit, who are required to work on the sixth (6th) and/or seventh  
3 (7th) consecutive day shall be compensated at the overtime rate of pay unless the employee and  
4 the District mutually agree to a change of work dates.

5  
6 **Section 6.9.**

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

10  
11 **Section 6.9.1.**

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

17  
18 **Section 6.10. Elementary School Office Coordinator Work Year.**

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

21  
22 **Section 6.10.1.**

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

26  
27 **Section 6.10.2.**

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

31  
32 **Section 6.11. Collaboration Days.**

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

36  
37  
38 **ARTICLE VII**

39  
40 **HOLIDAYS AND VACATIONS**

41  
42  
43 **Section 7.1. Holidays - 12 Month Employees.**

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



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

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

10  
11 **Section 7.2. Holidays - Less than 12 Month Employees.**

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

19  
20 For employees whose hours per day vary during the week, holiday pay will be based on the average  
21 hours worked per day.

- |    |                           |   |
|----|---------------------------|---|
| 22 |                           |   |
| 23 | 1. New Year's Day         | 6. Veterans' Day                          |
| 24 | 2. Martin Luther King Day | 7. Thanksgiving Day                       |
| 25 | 3. Presidents' Day        | 8. Day After Thanksgiving Day             |
| 26 | 4. Memorial Day           | 9. Christmas Day                          |
| 27 | 5. Labor Day              | 10. Day Before Or Day After Christmas Day |
| 28 |                           | 11. Juneteenth                            |

29  
30 **Section 7.3. Worked Holidays.**

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

33  
34 **Section 7.3.2.**

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

37  
38 **Section 7.4. Vacations.**

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

<u>Years Worked</u>	<u>Vacation Earned</u>	
41		
42		
43	1 year	10 days
44	2 years	11 days
45	3 years	12 days
46	4 years	13 days
47	5 years	14 days
48	6 years	15 days



1	7 years	16 days
2	8 years	17 days
3	9 years	18 days
4	10 years	19 days
5	11 years	20 days
6	12 years	21 days
7	13 years	22 days
8	14 years	23 days
9	15 years	24 days
10	16+	25 days

11  
12 **Section 7.4.1.**

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

16  
17 **Section 7.4.2.**

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

22  
23 **Section 7.4.3.**

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

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31  
32 **ARTICLE VIII**

33  
34 **LEAVES**

35  
36 **Section 8.1. Sick Leave.**

37  
38 **Section 8.1.1.**

39 Annually in September, twelve (12) month employees shall be credited with an allowance of  
40 twelve (12) days sick leave based on the regularly scheduled hours worked per day; eleven (11)  
41 month employees shall be credited with an allowance of eleven (11) days sick leave based on  
42 the regularly scheduled hours worked per day; ten (10) month employees shall be credited with  
43 ten (10) days sick leave per year based on the regularly scheduled hours worked per day. Sick  
44 leave shall be vested when earned and may accumulate up to the number of days established by  
45 RCW 28A.400.210 (180 days or the employee’s work year, whichever is greater). Sick leave  
46 shall accumulate based on the employee’ regularly scheduled hours per day in the month it is  
47 recorded and be allocated on a quarter-hour basis. Sick leave benefits shall be paid on the basis  
48 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.

1 **Section 8.2. Leave for Family Illness.**

2  
3 **Section 8.2.1.**

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

12  
13 **Section 8.3. Bereavement Leave.**

14  
15 **Section 8.3.1.**

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

24  
25 Under circumstances where the actual memorial or burial service is held at a later date, an  
26 employee may request bereavement leave be delayed.

27  
28 At an employee's request, a bereavement leave without pay not to exceed ten (10) working  
29 days, will be granted after the leave with pay has been taken.

30  
31 **Section 8.4. Personal Leave.**

32  
33 **Section 8.4.1.**

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

43  
44 **Section 8.4.1.1.**

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

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

## 5 **Section 8.5. Emergency Leave.**

### 6 **Section 8.5.1.**

7  
8 Employees may be granted leave with pay chargeable to sick leave when absence is occasioned  
9 by unforeseen personal emergencies not covered in other sections of the Article. In cases of  
10 inclement weather, use of leave will be at the discretion of the superintendent.  
11

## 12 **Section 8.6. Parenting Leave.**

### 13 **Section 8.6.1.**

14  
15 Accumulated sick leave days may be used for the purpose of pregnancy disability, childbirth  
16 and recovery. The duration of the leave will be determined on a physician's authorization  
17 indicating the period of time the employee is unable to perform normally assigned duties.  
18

19  
20 If the employee wishes to be absent from his/her job in excess of the time when he/she was  
21 unable to perform his/her normally assigned duties (as certified by his/her physician) he/she  
22 may request an unpaid extended leave of absence. Provisions of the Family and Medical Leave  
23 Act would apply.  
24

### 25 **Section 8.6.2. Paternity Leave.**

26 Up to ten (10) days of sick leave will be allowed for the birth or adoption of a child.  
27 Complications that arise after the ten (10) day period will be treated as family illness. Personal  
28 leave days may also be used during the first week following the birth of the child without  
29 regard to the vacation, three-day weekend or holiday restrictions.  
30

## 31 **Section 8.7. Judicial Leave.**

32 In the event an employee is summoned to serve as a juror, or is named as a codefendant with the  
33 District, such employee shall receive a normal day's pay for each day of required presence in court. If  
34 a person is not selected for jury duty, he/she will report back to his/her regular job as soon as he/she  
35 is released. The District may request a copy of the jury summons or other supporting documentation for  
36 verification.  
37

### 38 **Section 8.7.1. Witness and Victim Reimbursement.**

39 When an employee is summoned as a witness in a case when he or she has no personal  
40 involvement, or is the victim of a crime that requires his/her presence in court, the District will  
41 pay the employee the difference between what is payable by the judicial jurisdiction and their  
42 regular salary for up to two (2) days per incident. Payment to be charged against sick leave.  
43

## 44 **Section 8.8. Leave of Absence.**

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

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

- 3
- 4 A. **Leave of Thirty (30) Calendar Days or Less.** The employee's position on the wage scale and  
5 seniority date will be protected. No adjustment will be made in vacation days or other fringe  
6 benefits.
- 7
- 8 B. **Leaves of Thirty-One (31) to Ninety (90) Calendar Days.** The employee's position on the wage  
9 scale and seniority date will be protected. An adjustment will be made in earned vacation and an  
10 adjustment will be made in the annual increment date. The employee will not accumulate vacation  
11 time or other fringe benefits for the period of time he/she is on leave that is in excess of thirty (30)  
12 days.
- 13
- 14 C. **Leaves of Ninety-One (91) Calendar Days to One (1) Year.** The employee's seniority date will  
15 be protected. No vacation time or any other fringe benefits will accrue during the period of time in  
16 excess of thirty (30) days that the employee is on leave.

17

18 **Section 8.8.1. Application for Leave.**

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

24

25 **Section 8.8.2. Duration of Disability Leave.**

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

31

32 **Section 8.8.3. Application for Reinstatement.**

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

41

42 **Section 8.8.4. Assignment On Return From Leave.**

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

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## 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 1<sup>st</sup> 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 1<sup>st</sup>, 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

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

2  
3 **Section 9.5.**

4 Seniority rights shall not be lost for the following reasons:

- 5  
6 A. Time lost by reason of industrial accident, industrial illness, or jury duty;  
7 B. Time spent on other authorized leaves; or  
8 C. Time spent on layoff status as outlined in Article IX.

9  
10 **Section 9.6.**

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

13  
14 **Section 9.7.**

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

22  
23 **Section 9.7.1.**

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

31  
32 Summer school positions will be posted. Priority will be given within the building first by  
33 seniority subject to District program needs and qualifications, then District wide by seniority  
34 also subject to District program needs and qualifications.

35  
36 **Section 9.8.**

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

40  
41 In addition to the interview process the following qualifications will be considered in selecting an  
42 applicant for transfers to an open position: experience, job knowledge, productivity, quality of work,  
43 technical knowledge, skills, dependability, flexibility, initiative/creativity, communication skills,  
44 human relation skills, student relations, attendance and punctuality, conduct and appearance, and  
45 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 **Section 9.9.1.**

29 In the event of a reduction in force (as opposed to reduction in hours), employees shall be  
30 terminated based on seniority earned within the general job classification of Secretary/Clerical,  
31 Paraeducator, and Professional Technical Specialist (as set forth in Appendix A). An employee  
32 who has changed general job classifications may retreat back to the most recent general job  
33 classification where he/she has had at least one (1) year experience during the last five (5) years  
34 and retain seniority with that general job classification. Individuals who are employed in more  
35 than one (1) general job classification shall accrue seniority in each general job classification in  
36 which the individual is employed. If the District eliminates the job of a senior employee, said  
37 employee may bump into the job of a junior employee in their general job classification. The  
38 senior employee must have the appropriate qualifications for the job they bump into.  
39  
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.  
46  
47  
48

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 1<sup>st</sup> 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 1<sup>st</sup> 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.  
48



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

3  
4 D. An employee who sustains an involuntary reduction of time that is not restored may, if  
5 additional time is cut and accumulates to thirty-one (31) or more minutes, exercise their  
6 bumping rights as stated above.

7  
8 E. An employee who chooses to exercise their bumping rights sets new base hours with no  
9 further right to restoration.

10  
11 F. An employee who chooses not to exercise their bumping rights maintains their right to  
12 restoration of hours.

13  
14 Employees may exercise their seniority “bumping” rights for assignments provided they,

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

16 B. meet the current qualifications for the position; and

17  
18 C. possess greater seniority than the employees who would otherwise be retained in the  
19 position.  
20  
21  
22  
23  
24

## 25 **ARTICLE X**

### 26 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

#### 27 **Section 10.1.**

28  
29 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue  
30 of justifiable cause shall be resolved in accordance with the Grievance Procedure hereinafter provided  
31 if so requested by the employee. At any meeting held between an employee and a supervisor which  
32 could result in discipline, the employee will be provided union representation. The employee will be  
33 given up to one day to arrange union representation. The employee shall have the right to choose any  
34 PSE representative as long as they are reasonably available. The employee may choose any PSE union  
35 member as their representative.  
36  
37

38 The District shall have the right to use progressive discipline with employees. The steps in progressive  
39 discipline are as follows:  
40

- 41 1. Oral Warning
  - 42 2. Written Reprimand
  - 43 3. Suspension with or without pay
  - 44 4. Discharge
- 45  
46  
47  
48

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 1<sup>st</sup> 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



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

3  
4 **Section 13.6. Agency Fee Restoration Contingency.**

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

9  
10 **Section 13.7.**

11 As soon as possible after hire but in no case more than twenty (20) days union representatives will be  
12 provided with access of half (1/2) hour to new employees who will be paid for that time. One (1)  
13 assigned union representative will be provided paid time to make this presentation. Such access will  
14 be exclusively for access by union representative to new employees and not part of some other activity.

15  
16  
17  
18 **ARTICLE XIV**

19  
20 **GRIEVANCE PROCEDURE**

21  
22 **Section 14.1.**

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

28  
29 **Section 14.2. Grievance Steps.**

30  
31 **Section 14.2.1. Step One.**

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

37  
38 **Section 14.2.2. Step Two.**

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

- 42  
43 A. The facts on which the grievance is based (which shall include the name of the person  
44 deemed responsible for the alleged grievance; or in the event the person allegedly  
45 responsible for the grievance is in doubt, the name of the individual with which the  
46 preliminary conference was held);  
47  
48 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.

1 **Section 14.3.**

2 The District shall not discriminate against any individual employee for taking action under this Article.  
3  
4

5  
6 **ARTICLE XV**

7  
8 **TRANSFER OF PREVIOUS EXPERIENCE**  
9

10 **Section 15.1.**

11 Employees shall receive all leave and seniority benefits as outlined in RCW 28A.400.300.  
12  
13

14  
15 **ARTICLE XVI**

16  
17 **SALARIES AND EMPLOYEE COMPENSATION**  
18

19 **Section 16.1.**

20 Employees shall be compensated in accordance with the provisions of this Agreement for all hours  
21 worked. Each employee shall receive a full accounting and itemization of authorized deductions and  
22 hours worked.  
23

24 **Section 16.2.**

25 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in  
26 Schedule A attached hereto and by this reference incorporated herein.  
27

28 For the period of September 1, 2021 through August 31, 2022, Schedule A as attached is amended in  
29 the current agreement to reflect a 6.5 percent increase to be paid over the remainder of each  
30 employee’s contract year beginning June 30, 2022. Substitute employees who have worked 30 or more  
31 days during the 2021-2022 school year and mid-year retirees are eligible for this salary adjustment.  
32

33 For the period of September 1, 2022 through August 31, 2023, Schedule A shall be as attached (which  
34 reflects a 5.5 percent salary increase). The District and the Union agree to form a committee to discuss  
35 and explore a classification review process.  
36

37 For the period of September 1, 2023 through August 31, 2024, Schedule A shall be improved by the  
38 IPD (implicit price deflator) plus 1.5 percent.  
39

40 For the period of September 1, 2024 through August 31, 2025, the parties will begin meeting not later  
41 than March 1, 2024, to negotiate salary.  
42

43 Incremental steps on Schedule A shall be funded by the District.  
44

45 **Section 16.2.1.**

46 Eligibility for salary schedule advancement will be based upon the employee’s years of  
47 experience. Advancement from one step to another will occur only on September 1<sup>st</sup>.

48 Employees whose first day of work for the District occurred prior to March 1<sup>st</sup> of a year will be



1 credited with a year of employment for salary advancement purposes. Employees whose first  
2 day of work for the District occurred on or after March 1<sup>st</sup> of a year will have zero (0) years of  
3 salary advancement credit on the following September 1<sup>st</sup>.  
4

5 **Section 16.2.2.**

6 Generally, employees changing positions within their general job classification will be paid at  
7 the step reflecting their longevity within that general job classification. Any employee who  
8 changes general job classifications shall be placed on the first step of the new pay level that  
9 provides the employee a five (5%) percent wage increase. Schedule A  
10

11 **Section 16.2.2.1. Salary Placement.**

12 The Aberdeen School District and the Public School Employees of Washington / SEIU  
13 1948 agree to make an exception to the “Any employee who changes job positions or  
14 classifications shall be placed on the First Step of the new pay level that provides the  
15 employee a wage increase.” This agreement shall apply to new PSE employees hired  
16 on or after August 1, 2017.  
17

18 The District and Union agree to consider previous employment that is determined to be  
19 “like” and “similar in nature” based upon written and signed Verification of  
20 Employment statements provided by previous employers for salary placement purposes.  
21

22 It is also agreed that verified and applicable previous employment will be counted as  
23 follows: Every five (5) consecutive years of “like” and “similar in nature” employment  
24 will count toward one (1) additional step increase on the appropriate salary schedule  
25 (e.g. 3 years’ experience = step 0, 5 years’ experience = step 1, etc.)  
26

27 New employees will have up to ninety (90) calendar days from the date of hire to  
28 provide written and signed Verification of Employment statements to the District for  
29 salary placement purposes. Compensation will be retroactive to the first date of  
30 employment.  
31

32 New employees disputing the District’s determination for salary placement based on the  
33 written and signed Verification of Employment statements may exercise Article XIV,  
34 Grievance Procedure, as provided in the Collective Bargaining Agreement.  
35

36 **Section 16.2.3.**

37 The District will divide the annual compensation for all employees into twelve (12) equal  
38 installments. New employees are required to complete the automatic payroll deposit form and  
39 receive their monthly payment by direct deposit.  
40

41 **Section 16.2.4.**

42 Employees, who work the month of August preceding Schedule A, shall be compensated at the  
43 succeeding Schedule A rate of pay.  
44

45 **Section 16.2.5.**

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

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

5  
6 **Section 16.2.6. Longevity Pay.**

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

8 **Longevity Pay**

- 9 15 years – thirty cents (\$0.30)  
10 20 years – forty cents (\$0.40)  
11 25 years – fifty cents (\$0.50)  
12 30 years – sixty cents (\$0.60)  
13 35 years – seventy cents (\$0.70)

14  
15 **Section 16.3.**

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

17  
18 **Section 16.4.**

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

22  
23 **Section 16.5.**

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

27  
28 **Section 16.6.**

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

32  
33 **Section 16.7.**

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

38  
39 **Section 16.8. Attendance Incentive Program.**

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

43  
44 Attendance incentive awards for the period from September 1<sup>st</sup> through January 31<sup>st</sup> shall be awarded  
45 to any eligible employee who is not absent from work anytime for sick leave, emergency leave, or  
46 leave without pay, except for bereavement leave, jury duty leave, or release time for union duties, shall  
47 receive the attendance incentive award as outlined below. Payment shall be made with the regular  
48 March pay.

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

6  
7 Unit members who are eligible for incentive pay will be paid one (1) additional day of pay equivalent  
8 to the average hours worked each period.

9  
10 This incentive is available only to those members who are in paid status on June 30.

11  
12 **Section 16.9.**

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

15  
16  
17  
18 **ARTICLE XVII**

19  
20 **PROFESSIONAL DEVELOPMENT**

21  
22 **Section 17.1.**

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

26  
27 **Section 17.1.1.**

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

33  
34 **Section 17.2.**

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

38  
39  
40  
41 **ARTICLE XVIII**

42  
43 **TERM AND SEPARABILITY OF PROVISIONS**

44  
45 **Section 18.1.**

46 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					
Para Educator - Behavior Intervention Asst						
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					
	<b>Speech Language Pathology Technician</b>					
	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 ParaEducator - Behavior Intervention Asst					
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					
	<b>Speech Language Pathologist Technician</b>					
	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	Registrar
Special Services Offices Coordinator	Sub Coordinator/Reception
School Office Coordinator	Food Service Secretary
CTE Office Coordinator	Attendance Secretary
Preschool Secretary	Gear Up Secretary
State/Federal Program Secretary	Assistant School Secretary
Technology Department Secretary	Accounts Payable Assistant
High School Comptroller	School Counselor Secretary

### Paraeducator

Print Shop Coordinator	LRC Technician
Interpreter for Deaf (non-licensed)	Special Service Vocation Assistant
Interpreter for Language (non-licensed)	Student/Family Support Assistant
Speech Language Pathology Assistant (non-licensed)	Paraeducator
Paraeducator – Behavior Intervention Assistant	Paraeducator – Bilingual

### Professional Technical/Specialists

Family Service Worker	Multi Media Technician
Paraeducator – Behavior Intervention w/cert (grandfathered)	Child Care Coordinator
Occupation Therapy Aide (grandfathered)	ECEAP Family Service Worker
Interpreter – Language w/degree, cert or Five years' exp	Homeless Liaison – McKinney-Vento Act
Specialists – Licensed/Certified Occupational Therapy Asst. Licensed/Certified Speech Language Pathology Asst.	

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# 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.

