

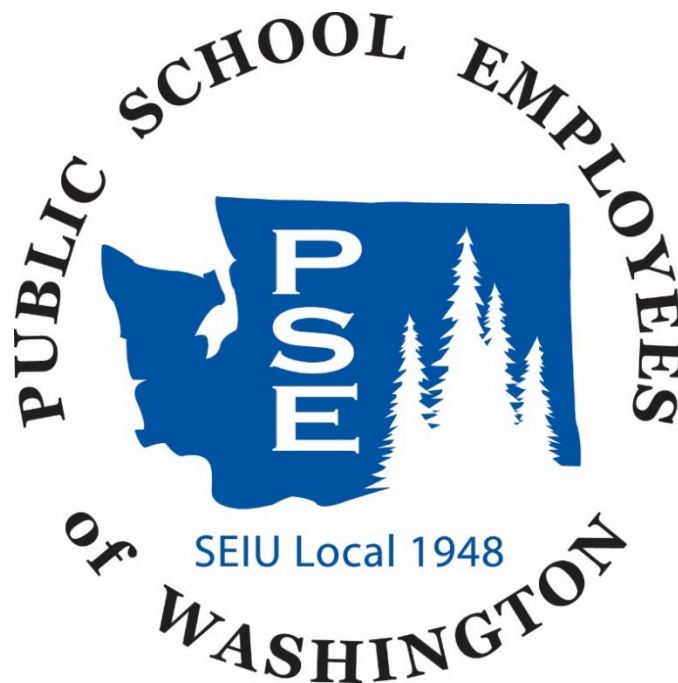
COLLECTIVE BARGAINING AGREEMENT BETWEEN

CASCADE SCHOOL DISTRICT #228

AND

PUBLIC SCHOOL EMPLOYEES OF CASCADE

SEPTEMBER 1, 2023 – AUGUST 31, 2025



Public School Employees of Washington / SEIU Local 1948

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DECLARATION OF PRINCIPLES

The efficient administration of the system of public instruction and well-being of employees is more readily accomplished when orderly and constructive relationships are maintained between the parties hereto.

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices, and procedures as outlined in this Agreement, and to provide means for amicable discussion and adjustment of matters of mutual interest.

Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties as outlined in this Agreement.

PREAMBLE

This Collective Bargaining Agreement (hereinafter "Agreement") is made and entered into between Cascade School District #228 (hereinafter "District") and the Public School Employees of Cascade School District #228, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act (RCW 41.56) and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Recognition of Association.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3., and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2. Confidential Relationship.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3. Bargaining Unit.

The bargaining unit to which this Agreement is applicable shall consist of all regularly employed classified employees in the following general job classifications: Food Service, Instructional Assistant, Special Education Specialists, Transportation, Maintenance, and Secretaries, excluding supervisors and all other confidential employees.

Section 1.4. Definitions.

1. Workdays - Defines the days included in the employee's contract year.
2. Calendar Days - Defines the universally recognized calendar of months and days.
3. Business Days - Defines the days the CSD Administrative Offices are open for business.
4. Full-time Classified Employee - Is one who works two thousand eighty (2080) hours per year.
5. Regular Classified Employee - Is one who fills a contracted hourly position of less than two thousand eighty (2080) hours per year.
6. New Position - Any position newly created within the bargaining unit and projected to be twenty-one (21) days or more. All new positions must be posted within five (5) days of the creation of the position.
7. Open Position/Job - Any bargaining unit position/job vacated for more than ten (10) workdays and declared open by the District. Ref. Section 11.5.3. #1.
8. Additional Time - All additional time of more than thirty (30) minutes shall be posted. This additional time of more than thirty (30) minutes shall be offered by seniority and availability within the classification. Additional time shall require the recalculation of benefits and insurance as applicable. The purpose is not to increase a position's time by more than thirty (30) minutes without reposting the position.
9. Temporary Position – Temporary positions are created due to short-term occasional staffing needs, which do not warrant the posting of a permanent position or the addition of hours to regular bargaining unit employees. Temporary positions expected to be more than twenty (20) cumulative workdays shall be opened and posted pursuant to Section 11.5.3. Short-term layoff will not be used to circumvent this section. CSD will meet with PSE to discuss situations for waiver, if needed. This section does not apply to positions created by leave of absence or positions created by authorized employee absence. For the term of this Agreement, the District will maintain a list of employees who would be willing to work such a position, providing it does not create an overtime situation. Employees will be paid at their current step of the classification for which they are working. Employees shall be called off this list in order of classification seniority, then district seniority, availability, and qualifications.

Permanent employees may apply for a posted temporary position and if assigned to the position, the permanent employee's position shall be filled by a substitute employee. Employees will be paid at the higher position rate at their current step level. In no case will more than one (1) regular employee be allowed to change positions under such circumstances. A permanent employee who chooses to move to a temporary position will return to his/her former position when the temporary position has expired. If the position is no longer available, the employee will be assigned to a similar position in pay, duties, and benefits as was previously held. If a temporary position is filled by a substitute, the substitute will be considered a temporary employee.

10. Substitute Employees - One who is employed periodically to fill a position of a full time, regular, or temporary classified employee in an existing position. The substitute employee will receive mandated benefits.

A. Substitute employees shall be provided with one (1) time only training of a maximum of four (4) hours prior to the performance of bargaining unit work. Additional training hours may be provided if Management deems necessary. The content of these trainings shall be determined jointly between the parties in Labor Management.

B. Substitutes shall be covered by no other contract provisions.

11. Fill-in Work - Work available that may be performed by current bargaining unit members as time allows, (i.e., a driver without an assigned midday could perform the midday of another driver who may be absent). Fill-in work shall be assigned based on seniority and availability. Laid off employees shall have preference over substitute employees. For the term of this Agreement, the District will include these regular employees who wish to do fill-in work on the classified substitute list. They will be placed in order of seniority at the top of the substitute list and called before any substitute is called.

12. Substitutes Hired into Permanent Positions - Substitutes that are hired into the position that they have been substituting in shall have their hire date adjusted to the first day they began substituting in the same position. This applies if the substituting in the position was contiguous with the permanent position.

ARTICLE II

MANAGEMENT RIGHTS

Section 2.1. Management Rights and Obligations.

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested exclusively in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this contract, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees for justifiable cause and the right to release employees from duties because of lack of work. The District shall retain the right to maintain efficiency of the District operation by determining the methods and the means by which operations undertaken by the employees in the unit are to be conducted.

The list of rights in this section does not mean that the District does not have other management rights not specifically enumerated.

Section 2.2. No Strike.

The Association agrees that there will be no strike, work stoppage, slowdown, boycott or picketing against the School District during the life of this Agreement. The District, in turn, agrees that there will be no lockout during the life of this Agreement.

Section 2.3. Rights of the Association.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the

District. In making rules and regulations relating to matters of working conditions, the District shall acknowledge the rights of the Association and the employees.

Section 2.4. Bus Driver Qualifications.

The District will implement procedures to ensure that the bus driver minimum qualifications are maintained as specifically outlined in WAC 180-20-101 and as per Federal Department of Transportation (DOT) regulations.

ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 3.1. Right to Participate.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.

The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the superintendent or administrators. The District shall not interfere with the individual right to membership and participation in the Association.

Section 3.2. Non-Discrimination.

Neither the District nor the Association shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others.

Section 3.3. Personnel Files.

File Review - There shall be only one (1) personnel file for each employee. Each employee shall have the right to review the contents of his or her personnel file. During the review, an official (an officer, trustee, or building rep) or representative of the Association may be present, and the employee may initial and photocopy any material in the file, at District expense. Arrangements to review the file shall be made through the superintendent's office.

Copy Required - A copy of any material that is to be placed in an employee's personnel file after the date of hire shall be given to the employee before insertion into the personnel file.

All materials inserted into an employee's personnel file will be signed and dated by the employee at the time of insertion. All derogatory material contained in the file shall be removed after three (3) years if no similar issues have occurred or unless the records retention schedule requires the District to maintain a document longer than three (3) years. An employee may attach comments to any material that is a part of the personnel file.

Derogatory material not brought to the attention of the employee in compliance with this section, or not placed into the official personnel file, may not be used for any purpose adverse to the employee's interests.

1 Location - The District shall maintain the employee's personnel file at the district office.

2
3 Supervisors may keep working files at the job site. Working files are not part of the employee's
4 personnel file and are subject to review upon request of the employee. Documents in a supervisor's
5 working file may not be used for disciplinary actions past one (1) calendar year from the date of
6 incident. The working file must be purged when the supervisor resigns or retires and not shared with
7 others.

8
9 **TRANSPORTATION CDL/OSPI REQUIRED DOCUMENTS:**

10 The following documents shall be kept in a locked cabinet at the transportation office: Five (5) year
11 driving abstract (driving record), copy of CDL, copy of First Aid card, new driver requirements
12 checklist, driving time record for new driver, OSPI driver's authorization, copy of medical examiner's
13 certificate, physical certification by supervisor, new driver training record, and completed emergency
14 evacuation drills.

15
16 **Section 3.4. Confrontational Situations.**

17 On an annual basis, the District, at a building level, will provide the opportunity for training in using
18 reasonable measures as necessary to protect oneself, another employee, or another student from attack,
19 physical threat, abuse, or injury, or to prevent damage to District or personal property. Such reasonable
20 measures may include seeking assistance from another staff member or from law enforcement officers,
21 as necessary.

22
23 **Section 3.5. Assignment of Duties.**

24 The administration of medication and basic first aid to students shall be the responsibility only of
25 employees who have received training for that purpose. Ongoing training will be provided for all
26 employees responsible for the administration of medication. Employees may not be involuntarily
27 assigned to perform medical procedures unless required as a condition of employment upon hire, e.g.,
28 job description. Administering medication and basic first aid is not considered a medical procedure.

29
30 **Section 3.5.1. First Aid and CPR.**

31 As offered by the District, the cost of materials and registration for first aid and CPR training
32 will be provided to each employee. If required by the District, employees will be paid their
33 regular rate for attending first aid and CPR training. (NOTE: The District retains the right to
34 prioritize when availability of training is limited).

35
36 **Section 3.5.2. Employee Immunizations.**

37 All regular Category I and designated Category II employees exposed to hazardous or
38 infectious situations or materials shall be provided, at their request, immunization (e.g.,
39 hepatitis shots) or other reasonable protection at district expense.

40
41 **Section 3.6. Sensitive Information.**

42 The District will inform employees, prior to assigning to such employees, of any student who
43 evidences or who has evidenced symptoms or behaviors that could present an immediate health or
44 safety problem to the employee or other students, should this information be known prior to
45 assignment. At the time this information is shared, a plan for managing these situations shall be
46 discussed.

1 **Section 3.7. Employee Orientation.**

2 The District shall provide orientation of new employees within the first month of employment.

3 Orientation shall include information and/or training on the following:

- 4 1. Job description.
- 5 2. Discussion of pay scale/including employees expected rate.
- 6 3. Explanation of Insurance, Retirement, Vacation, and leave benefits.
- 7 4. Blood borne pathogens, appropriate equipment, and chemical safety information as available.
- 8

9 **Section 3.8. Employee Assistance Program.**

10 PSE and the District jointly recognize mental illness and /or drug/alcohol addiction as illnesses, which
11 is treatable. It is also recognized that it is for the best interests of the employee, PSE, and the District
12 that these illnesses be treated and controlled.

13

14 The concern is that these illnesses can cause poor attendance and unsatisfactory performance on the
15 job. The objective is to help, not harm the employee. Any employee who receives assistance will be
16 entitled to all of the rights and benefits provided to other employees who are sick, in addition to
17 specific services and assistance which may be provided. It shall also be the responsibility of the
18 District to assure any employee that a request for diagnosis or treatment will not jeopardize his/her job
19 rights or job security. If, however, the employee refuses, after the first-time offense, to enter a
20 treatment facility and complete the treatment program, the employee shall resign or be terminated. The
21 District will respect the employee's right to privacy, dignity, and security and strict confidentiality will
22 be observed at all times.

23

24 **Section 3.9. Classified Work.**

25 Classified employees will not be expected to perform work for which they are not trained.

26

27 **Section 3.10. Potentially Dangerous Situations.**

28 All classified employees will be immediately notified as soon as possible of any known dangerous
29 situation that may affect the safety of affected employee(s) or the students they supervise.

30

31 **Section 3.11. Hazardous/Infectious Situations.**

32 All employees exposed to hazardous or infectious situations within the scope of their employment,
33 shall be provided, at their request, immunization, or other reasonable protection. The District will
34 reimburse the employee any uncovered expense after the insurance has been billed and paid their
35 portion. The District will pay full cost if the employee does not have insurance coverage.

36

37 **Section 3.12. Right of Representation.**

38 Employees of the unit subject to this Agreement will have Association representatives or other persons
39 present at discussions between themselves and supervisors or other representatives of the District. A
40 PSE representative will be notified before the employee meets with the employer.

41

42 **Section 3.13. Prevailing Rights.**

43 All rights, benefits and privileges enjoyed by the bargaining unit employees prior to this Agreement
44 shall continue in full force and effect unless specifically amended by this agreement.

45

46 **Section 3.14. Weingarten Rights.**

47 An employee has Weingarten Rights and they may be stated as the following: "If this discussion could
48 in any way lead to my being disciplined or terminated, or affect my personal working conditions, I

respectfully request that my union representative, officer or steward be present at the meeting. Without representation, I will attend the meeting and follow lawful orders, but I choose not to answer any questions.”

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Rights and Responsibilities of the Association.

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, and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit. The Association shall be consulted with respect to the manner and method of any reduction in force because of lack of work or other legitimate reasons.

Section 4.2. Right to Delegate.

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 Local 1948 State Organization.

Section 4.3. Association Access to New Employees.

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about PSE to the new employee. “Reasonable access” for the purposes of this section means the access to the new employee occurs within ten workdays of the employee’s start date within the bargaining unit; the access is for no less than thirty (30) minutes; and the access occurs during the new employee’s regular work hours at the employee’s regular worksite, or at a location mutually agreed to by the District and PSE per RCW 41.56.037. District representatives shall not be present during PSE’s presentation. The Association shall have the right to distribute materials, such as PSE new hire packets, at the Orientation.

Section 4.4. Right to Attend Association Meetings.

With permission of their supervisor, bargaining unit members will be allowed to flex their work shift in order to attend Association Meetings.

Section 4.5. Information to PSE State Membership Department.

The District will provide to PSE State Membership Department (membership@pseofwa.org) a quarterly bargaining unit employee list transmitted electronically, containing every bargaining unit employee’s: name, employee number, hire date, classification, job title, work location, address, and hourly rate of pay.

Section 4.6. Seniority Lists/Notifications.

1. Seniority lists for each job classification will be updated by November 1 and March 1 of each year. A copy of the list will be provided to the Association President/s prior to final distribution. Seniority list will include the following information: employee name, hired date, draw lots, classification, building location, contract hours assigned, and current step on Schedule A.

2. The Association Officers will have access to relevant information in the exercise of their representational duties, upon request at the District business office during regular business hours and by appointment in accordance with State and Federal laws and regulations. Request shall be complied within ten (10) workdays.
3. In the event that a dispute exists concerning placement of employees on posted seniority lists, the Association will assist the District in the resolution of the dispute.
4. Names, positions, and hire dates of persons newly employed shall be reported to the Association President/s within ten (10) days of hire date.
5. The District shall also provide written notification to the Chapter President/s of the transfer of any current employee from one (1) classification or position to another or the discharge or resignation of any current employee. Such notification shall be no more than fifteen (15) workdays from the date of the board action.

Section 4.7. Grievance / Discipline Notification.

The Association President/s shall be promptly notified by the District of any grievances or disciplinary action of any employee in the unit in accordance with the provisions of Discharge and Grievance procedure Articles contained herein. The Association is entitled to have observers at hearings conducted by any District official or body arising out of grievance or disciplinary action and make known the Associations views concerning the case. The Chapter shall limit the attendance at such meetings to the President/s, Vice President and/or classification representative.

Section 4.8. Non-Membership Rights.

Any member who opts out of payment of regular dues shall be characterized as a free-rider and shall be entitled only to those rights and privileges as set forth in PSE policy and bylaw. Free-riders shall not be entitled to hold any local or state office, attend local or state meetings, vote for local or state leaders or vote for ratification of the collective bargaining agreements. In addition, free-riders may not attend any PSE sponsored functions.

ARTICLE V

APPROPRIATE MATTERS FOR NEGOTIATION

Section 5.1. Negotiations.

It is agreed and understood that matters appropriate for negotiations between the District and the Association are hours, wages, grievance procedures, working conditions, or any changes to these, for all employees in the bargaining unit subject to this Agreement.

Section 5.2. Performing PSE Business.

After reporting to an administrative official, duly authorized representatives of PSE shall be authorized to transact official union business on school property when employees are not performing assigned duties, provided that this shall not interfere with or interrupt normal work or school procedures. Upon request, a representative will be required to present proper identification. No group meeting shall be allowed during working hours without administrative permission.

1 **Section 5.3. Bulletin Boards.**

2 The District shall provide a bulletin board space in each school for the use of the Association. The
3 bulletins posted by the Association are the responsibility of the officials of the Association. Each
4 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
5 bulletins may not be posted. There shall be no other distribution or posting by employees or the
6 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District
7 property, other than herein provided.

8
9 **Section 5.3.1. Bulletin Responsibilities.**

10 The responsibility for the prompt removal of notices from the bulletin boards after they have
11 served their purpose shall rest with the individual who posted such notices.

12
13 **Section 5.4. School Calendar.**

14 Association officials will be included in the process of developing the school calendar.

15
16 **Section 5.5. Job Descriptions.**

17 Job descriptions for all positions subject to this Agreement shall be provided to the Association upon
18 request. The creation of new positions or the change in job classification shall require reopening of the
19 Agreement to negotiate an appropriate wage. The District agrees to meet and confer with the
20 Association prior to making changes to existing job descriptions.

21
22
23
24 **ARTICLE VI**

25
26 **ASSOCIATION REPRESENTATION**

27
28 **Section 6.1. Labor Management.**

29 The Labor-Management Committee is designed to allow the parties to meet at mutually scheduled
30 times to discuss appropriate matters that do not require negotiations. The purpose of this committee is
31 to mutually discuss and resolve appropriate matters. The committee shall consist of the Association
32 President/s, three members chosen by the Association, the superintendent and three management
33 representatives chosen by the District. These committee meetings will be held monthly or as needed at
34 a mutually agreed upon time.

35
36 **Section 6.2. Visitation Rights.**

37 Visitation rights may be granted to the designated representative of the Public School Employees of
38 Washington/SEIU Local 1948 to visit with employees in the appropriate bargaining units for purposes
39 of grievance procedures and/or general and legal information. The visiting delegate shall notify the
40 District of his or her arrival and shall arrange meetings so as not to interfere with the District's
41 business or the employees' assigned work.

42
43 **Section 6.3. Time to Meet with Grievant.**

44 Whenever reasonable, time will also be allowed for representatives to discuss with the employee's
45 grievances and appropriate matters directly related to work situations in their area or craft. Association
46 representatives will guard against the use of excess time in the handling of such matters.

1 **Section 6.4. Union Representation.**

2 Employees shall be entitled to union representation, at their option, at any discussion between
3 themselves and supervisors or other representatives of the District.
4
5
6

7 **ARTICLE VII**

8
9 **HOURS / DAYS OF WORK**
10

11 **Section 7.1. Workweek.**

12 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
13 consecutive days of rest, Saturday, and Sunday. The District, however, may assign an employee to a
14 workweek of any five (5) consecutive days that are followed by two (2) consecutive days of rest.
15

16 **Section 7.1.1. Workday.**

17 Each employee shall be assigned specific work hours per day. The Wednesday before
18 Thanksgiving, the Friday before Memorial Day Weekend, and the last day of school,
19 Paraeducators may depart once all buses have left the school, all other employees may depart
20 once all duties are completed, and Secretaries may close offices once student drop-off is
21 complete or depart at 2:00 p.m. whichever is earlier. All employees shall receive their full pay.
22

23 **Section 7.2. Employee Shift and Workweek.**

24 Each employee shall be assigned to a definite, regular shift and workweek, which shall not be changed
25 on a permanent basis unless three (3) weeks' notice is given to the employee. Employees will be
26 notified of specific reasons for proposed shift changes. Proposed shift changes will be discussed with
27 employees prior to implementation to evaluate alternatives. Final shift changes, if any, shall be
28 determined by the District. Preference for shift change positions will be given based on seniority,
29 within the classification as defined in Section 1.3 and will be posted.
30

31 **Section 7.2.1. Shifts.**

32 Shifts are as follows:

33	Days	7:00 a.m.	to	3:00 p.m.
34	Swing	3:00 p.m.	to	11:00 p.m.
35	Graveyard	11:00 p.m.	to	7:00 a.m.

36

37 For the purpose of determining shift premiums, an employee's shift will be the one in which
38 the majority of his/her work hours fall.
39

40 **Section 7.2.2. Four (4) Day, Ten (10) Hour Workweek.**

41 During the summer, upon approval of the supervisor, the workweek and shift for two-hundred,
42 sixty (260) day, eight (8) hour employees may consist of four (4) consecutive days of ten and
43 one-half (10 ½) hours a day, which shall include a thirty (30) minute uninterrupted non-paid
44 lunch period as near the middle of the shift as is practicable, and a twenty (20) minute first half
45 and a twenty (20) minute second half rest period, both of which rest periods shall occur as near
46 the middle of each half shift as is practicable.
47
48

Section 7.3. Overtime.

Overtime is defined as extra work outside of the employee's regular schedule and over and above forty (40) hours in the employee's workweek as regulated by Labor and Industry (L&I). The overtime rate is defined as being one and one-half (1½) times the employee's regular hourly rate of pay. Holidays are considered hours worked for the purpose of the computation of overtime.

All employees working more than forty (40) hours per week shall be compensated at the overtime rate for all hours worked in excess of forty (40) hours.

Employees shall be paid at time and one-half (1½) the regular hourly pay for work performed under any of the following conditions. Compensation shall not be paid twice for the same hours.

- A. All work performed in excess of eight (8) hours in any workday unless an employee has flexed their time or worked a summer schedule. This does not apply to co-curricular activities.
- B. All work performed in excess of forty (40) hours in any five (5) workdays.
- C. In the summer, employees may be able to work four (4) days, ten (10) hour shifts. Overtime would be above and beyond these hours per day.

Section 7.3.1. Assignment of Overtime.

Employees will be organized by seniority and will be given overtime assignments within their classification as jobs are accepted or declined by employees on the Overtime Rotation Roster. In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. All overtime must have the prior approval of the Superintendent or designee. For calculating overtime, the workweek will be Sunday through Saturday night.

Section 7.4. Compensatory Time.

Only two-hundred sixty (260) day employees who work in excess of forty (40) hours in a workweek, to include holidays, will be granted compensatory time off. Prior approved overtime may be paid either at overtime rates or taken as compensatory time at the employee's option. Compensatory time shall be taken at the overtime rate of one and one-half (1½) hours for each one (1) hour worked as overtime. A record of such time shall be kept by the supervisor and reported on monthly timesheets. Time off shall be at a mutually agreed upon time. Compensatory time accrued is limited to a maximum of forty (40) hours within each compensatory time period. Any unused accrued comp time at the end of August each year will be paid to the employee at time and one-half.

Section 7.4.1. Flex Time.

Employees may request flex time, which allows an employee to trade time in one's schedule and must occur within the workweek of the request. Flex time does not include the trading of hours or time between employees. Overtime hours are not involved. All flex time must be pre-approved by the employee's supervisor or building administrator and shall be reported on a monthly timesheet.

Section 7.4.2. Overtime Rotation Roster.

Overtime assignments shall be distributed based on seniority within classification, established at the beginning of each school year of those employees who choose to be placed on the rotating list. This rotating roster will be made and posted by the supervisor. If an employee is unable to accept the overtime, the next employee on the rotating roster will be called.

1 **Section 7.5. Breaks and Rest Periods.**

2 A regular work shift will consist of eight and one-half (8½) hours which includes an uninterrupted
3 thirty (30) minute unpaid lunch period as near the middle of the shift as is practicable, and includes a
4 fifteen (15) minute first-half and a fifteen (15) minute second-half rest period, which shall occur as
5 near the middle of each half shift as is practicable.

6
7 Employees working during the summer break, upon approval of their supervisor, shall be allowed
8 flexibility in scheduling their lunch break and rest periods.

9
10 Any shift of seven (7) up to eight (8) hours, shall receive an unpaid thirty (30) minute uninterrupted
11 lunch period as near the middle of the shift as is practicable. The employee shall also receive a fifteen
12 (15) minute first half and a fifteen (15) minute second-half rest period, both of which rest periods shall
13 occur as near the middle of each half shift as is practicable.

14
15 Any shift of five (5) up to seven (7) hours shall receive one (1) unpaid thirty (30) minute uninterrupted
16 lunch period and one (1) fifteen (15) minute rest period.

17
18 Any shift of four (4) up to five (5) hours, shall receive one (1) fifteen (15) minute rest period.

19
20 Employees working up to four (4) hours shall receive no rest period.

21
22 If the employee is required by his or her immediate supervisor or building administrator to remain on
23 duty during the meal period and is, therefore, required to forego the meal period or any portion thereof,
24 the employee shall be compensated for the foregone meal period or portion thereof at the appropriate
25 rate.

26
27 **Section 7.5.1. Paraeducator Scheduling.**

28 Work schedules for Paraeducators shall include the following:

- 29 A. Coordination between Paraeducators and their supervising teacher(s) shall be done on
30 work time, not during lunch and rest periods.
31 B. Paraeducators shall be scheduled fifteen (15) minutes daily to read and answer job
32 related emails.

33
34 **Section 7.6. Temporary Transfers.**

35 Any employee temporarily transferred to a higher paying job classification or assigned to perform the
36 duties of a higher paying job classification shall receive the higher rate of pay at the temporarily
37 assigned employees current step commencing with the first day of such an assignment. Any employee
38 who is temporarily assigned to duties of a lower classification will not suffer a loss in wages or hours
39 for the duration of the assignment.

40
41 **Section 7.6.1. Call-Out Pay.**

42 When an employee is called to the job by the district or a district designee due to an
43 emergency, the employee shall be paid for a minimum of two (2) hours at the overtime rate.
44 This rate is for a call-out if the employee is called to the job outside their regular shift. If the
45 call-out is on a weekend, the employee shall be paid for a minimum of two (2) hours at time
46 and one-half their rate of pay. If the call-out is on a holiday, the employee shall be paid for a
47 minimum of two (2) hours at double their rate of pay.

Section 7.6.2.

Employees waiting one half (½) hour or less between jobs shall be paid straight through at their regular hourly rate.

Section 7.7. Bus Routes.

Recognizing that personnel in the transportation unit present special shift problems, the parties agree that shifts and route schedules for regular daily scheduled bus runs shall be established to allow for route driving times, winter driving conditions, pre-trip and post-trip inspections, cleaning of the bus, maintenance and other tasks assigned by the transportation supervisor.

1. If there are thirty (30) minutes or less between any route assignment(s), the driver's base hourly rate shall continue uninterrupted.
2. Regular daily scheduled bus routes are the normal transporting of students to and from school on designated school days, including special education routes, kindergarten routes, after school program routes, and summer routes.
3. All regular daily scheduled bus route times will be established at an in-service prior to each school year by the Director of Transportation. If any position increases or decreases by more than thirty (30) minutes, that position shall be posted for re-bid within the transportation department and filled according to seniority. Routes vacated as a result of the bidding process shall not be declared open positions but will be filled through the continuing bidding process. All routes are subject to bid and awarded to the most senior driver. Any remaining routes left unfilled after the bidding process will become open positions.
4. Pre-post times: Each driver shall receive a fifteen (15) minute pre-trip inspection for each route (am, kinder, midday, pm. ASP) and one (1) fifteen (15) minute clean up per day.
5. All regular daily routes will have one-fourth (¼) hour per day (forty-five [45] annual hours) added for winter driving.
6. All assignments shall begin and end at the district bus garage unless so determined by the Director of Transportation.
7. Any regular route that becomes vacant during the school year shall be posted and filled according to seniority. Ref. Section 1.4. #7.
8. Drivers will be paid their regular rate for attendance at special student discipline related meetings as requested by the Transportation Supervisor.
9. Drivers will be paid for time spent for district required department meetings.
10. Drivers will be paid for time spent to be drug tested.
11. Drivers shall be paid the difference between the cost of a regular driver's license and a CDL.

Section 7.8. Extra Trips.

Definitions of trip types:

Regular – Any trip for which students are transported on a district bus, provided it does not meet any of the other definitions listed below. Regular trips will be paid a minimum of two (2) hours.

Overnight – Any extra trip that requires the driver to stay over one night or more. These are automatically approved for overtime.

Emergency – Any trip that is received by the transportation department twenty-four (24) hours or less prior to the departure time.

Shuttle – A trip to or from a nearby activity that is within fifteen (15) miles of the transportation department. Shuttles are those non-regular routes that are non-contiguous to regular routes, lasting two (2) hours or less. Drivers shall receive a minimum of one (1) hour for all shuttles.

1. All trips utilizing a Cascade School bus shall be driven by an authorized Cascade school bus driver. A district authorized chaperone is required on all trip buses.
2. For extra trips of eighteen (18) or fewer students, the trip slip must be accompanied by a verifiable student roster for the District to use District vehicles.
3. The District has the option of using alternative methods of transportation when a sports team is participating in a state tournament/championship game. The senior trip may utilize a charter bus or buses.
4. All extra trips shall be assigned on a rotating roster.
5. The initial annual assignment of the rotating rosters shall be according to seniority.
6. Employees interested in being considered for extra trips shall place their names on a list posted at the beginning of the school year. Anyone signing up, for any reason, after the first day of each school year can have their name added by the trip board coordinator and will be placed automatically to the bottom of the rotation directly after the assignment of the current week's trips.
7. The trip rotations shall be used for the assignment of Regular, Emergency, Overtime Trips and Shuttles.
8. If no regular driver signs up for an extra trip, and there are no available substitutes, the District may assign the least senior driver from the trip board to the extra trip. Charter and or other school district buses shall only be used as a last resort when there are no Cascade drivers and/or vehicles available to transport for a trip.

Section 7.8.1. Extra Trip Rate of Pay.

Drivers shall be paid their regular rate of pay for extra trips. This shall include pre-trip and post-trip, driving time and being on-call (waiting) time with the group being transported. The driver shall be compensated at time and one-half for all time worked over forty (40) hours in a workweek.

1 **Section 7.8.2. Overnight Trips.**

2 Drivers will be paid their regular rate of pay. Drivers will not be paid for uninterrupted off-duty
3 or sleeping time. Motel and actual meals (receipts required) will be paid by the District. Drivers
4 will be provided with a private room that provides uninterrupted rest, whenever possible.
5

6 **Section 7.8.3. Guidelines for Extra Trips Assignments.**

7 **Regular Driver Rotating Operation Rules** - Each rotating regular, shuttle, emergency, and
8 overtime approved roster shall be established at the beginning of each school year and shall be
9 in order of seniority. Drivers shall sign up for the categories that they are interested in by
10 printing and signing their name on the sign-up sheet. The sign-up sheet is kept in a master book
11 by the transportation office. If a driver wants to sign up after the board has begun rotating their
12 pin will start at the bottom of the category after their name is added to the sign-up sheet.
13

14 Trip requests are arranged by date and departure time in their category as they are received.
15 Trips are posted one (1) week to two (2) weeks prior to the trip date when possible. Each trip is
16 issued a post and pull date. Pull dates are each Friday morning at 8:15 am (unless there is no
17 school, then the pull date is the last school day of the week at 8:15 am). Drivers are responsible
18 for checking the trip board daily and signing legibly and in pen, on the desired trips.
19

20 When a driver is assigned a trip, their name will be circled and each of the other names will
21 receive a number according to their status. The driver's pin will be turned opposite the
22 unassigned drivers' pins to show that they have a trip. If the pin is already turned and the driver
23 is up for another trip their pin will receive a rubber band showing that they have more than one
24 (1) trip assigned to them. At the conclusion of each trip the pin drops to the bottom of the
25 rotation and turned back to its original position or the rubber band is removed. If a pin has more
26 than one (1) rubber band, at the conclusion of every trip taken the rubber band will come off
27 and the pin will drop to the bottom of the rotation until all trips on the pin have been taken and
28 the pin is turned back to its original position.
29

30 Multiple bus trips shall be posted on one (1) trip sheet with the number of buses needed
31 highlighted at the top. If not, all buses are needed for the requested multiple bus trips, the last
32 number assigned to the trip shall return. The driver will receive the two (2) hour minimum;
33 except for "Shuttles" which shall receive a minimum of one (1) hour and their pin shall remain
34 in its current position.
35

36 All trips shall be assigned in the following order: Regular, Shuttle, Emergency, and Over-time
37 Approved at the designated time.
38

39 All trips will remain posted until their pull date each Friday at 8:15 am with the exception of
40 emergency trips due to their last-minute nature. At or after 8:15 am a driver may not add or
41 remove names from the postings, No Exceptions!
42

43 If in any instance a driver is "up" (their pin is next for a trip assignment) for multiple trips in
44 multiple categories, the driver may put a number next to the right of his or her name to signify a
45 preference.
46

47 There shall be no trading of assigned trips unless deemed necessary by the administrator in
48 charge.

Any driver wishing to remove their name from a trip prior to it being pulled must have the Transportation Director's or the Transportation Secretary's initials next to it.

No driver shall remove any trip postings from the board for any reason. Only the Transportation officials have the authority to move or change contents of trip postings.

Driver Response Checkoff List - This is a list kept by the transportation department for each occurrence where each driver is needed to be notified due to a last-minute trip, change in trip or newly added Overtime Time Approved trips. These lists shall be kept in a file in the transportation office.

Canceled Trips - If any scheduled trip is canceled, the District shall make every effort to notify the designated driver of the cancellation. Should the driver report for work and discover the trip cancelled, the driver shall receive (2) hours' pay and their pin shall stay in its current rotation for that category. Where cancellation possibilities are posted, drivers have the responsibility to check the trip status prior to reporting for work.

Emergency Trips - Trips received or turned in with twenty-four (24) hours or less from the departure time listed on the trip will revert to the emergency category and be assigned according to the rotation. The same signup and assignment rules apply. Exception: Emergency trips are often last-minute and therefore may require the Transportation Official's immediate assignment with whoever is available. Every effort will be made to follow the Emergency categories rotation first. The Driver Response Check-off List shall be used and filed.

Overtime Approved Trips - All trips approved for overtime will be placed into this category. Trips will be reposted from their original category following these procedures:

1. Must be reposted immediately after the original pull date and time.
2. Must be given NEW post and pull date.
3. Must be pulled only after the Transportation Official has used and completed a Driver Response Checkoff List.

Guidelines:

1. Beaver Valley School trips shall be automatically assigned to the Beaver Valley bus driver. If the Beaver Valley bus driver should pass, then the trip is posted under the guidelines for all other extra trips.
2. In the event that a scheduled trip is canceled, the driver shall have the right to take any available trip(s) in the same week that have been assigned to substitutes as long as the substitute gets at least 24 hours' notice.
3. A Trip Board Coordinator, selected by the Transportation Supervisor, in consultation with bus drivers, shall assign trips from the trip board. If the trip board coordinator is not available to assign trips, only the transportation supervisor shall assign the trips. The trip board coordinator shall receive a wage assignment of two and one-half (2½) hours per week at the driver/trainer rate, to be paid, as earned, by submitting a monthly time sheet.
4. All extra trip board procedures not addressed in this Agreement will be determined by the Supervisor of Transportation after gathering and considering input from the drivers.
5. Substitutes (non-regular drivers) may be used only when regular drivers are ineligible or unavailable to take the trip.

1 **Section 7.9. Summer Positions.**

2 Summer school employees shall be paid their regular pay and shall be able to use accrued sick leave.

3
4
5
6 **ARTICLE VIII**

7
8 **VACATION**

9
10 **Section 8.1. Full-Time Employees Vacation.**

11 Full-time employees are entitled to take paid vacations as it is earned with the approval of the
12 supervisor in charge on a prorated basis from the date of employment. Dates for vacations are to be
13 submitted to the immediate supervisor and approved prior to going on vacation. Employees must
14 submit requests as far in advance as possible.

15
16 When approving requests for vacation, the District will give employees with greater seniority
17 preference. However, once vacation has been approved, it shall not be voided due to seniority
18 preference.

19
20 In no case shall an employee lose vacation time if they are not allowed to take vacation because of
21 District needs.

22
23 Full-time employees will take a maximum of ten (10) days of vacation during the non-school months
24 of summer (not to be taken August 15-August 30) unless the supervisor approves otherwise.

25
26 Vacation time is credited to an employee's account at the beginning of each school year.

27
28 **Section 8.2. Full-Time Employees Earned Vacation.**

29 Paid vacations for full-time employees are earned as follows:

- 30
31
 - Two (2) weeks for first five (5) years of full-time employment service.
 - 32 • One (1) additional day of vacation for each subsequent year of service.
 - 33 • Maximum paid vacation is twenty (20) total days.
 - 34 • Two (2) weeks equals ten (10) workdays.

35
36 **Section 8.3. Vacation Accumulation.**

37 Employees may accumulate a maximum of five (5) days' vacation, which may be added to vacation
38 benefits for the following year. This may be allowed only upon prior approval by the administration.
39 Up to an additional five (5) days shall be paid automatically at the end of October. Any other unused
40 vacation hours shall be forfeited; provided, no employee shall be denied accrued vacation benefits due
41 to District service needs.

ARTICLE IX

HOLIDAYS

Section 9.1. Paid Holidays.

All full-time classified employees shall receive the following paid holidays that fall within their work year:

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

Regular classified employees receive the following paid holidays that fall within their work year:

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

Section 9.2. Observance of Holidays.

When a holiday falls on the weekend, it will be observed on the preceding Friday or the following Monday. The District will determine which day will be observed.

Section 9.3. Holiday while on Vacation.

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take an extra day of vacation with pay in lieu of the holiday. This holiday will not be deducted from the employee's vacation bank.

ARTICLE X

LEAVES

Section 10.1. Sick Leave.

1. All classified staff shall receive twelve (12) days of sick leave yearly.
2. An employee shall be allowed to use paid sick leave for the following reasons:
 - An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
 - To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.

- When the employee's place of business has been closed by order of a public official for any health-related reason, or when the employee's child's school or place of care has been closed for such a reason.
- For absences that qualify for leave under the state's Domestic Violence Leave Act (DVLA) Chapter 49.76 RCW.

3. Covered family member:

- A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
- A biological, adoptive, de facto, foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- A spouse, a domestic partner, a grandparent, a grandchild, or a sibling.

4. An employee who is absent because of illness for five (5) or more consecutive workdays or an employee who has exhausted their medical leave and is requesting leave without pay for medical purposes, may be required by the District to provide verification. If required, the employee is allowed reasonable time to provide such verification during or after the leave. The request for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.

5. Employees who know in advance that they will be absent for any of the above, shall notify their immediate supervisor and/or administrator as soon as possible to ensure planning for a substitute, provided, however that the employer may not require, as a condition of the employee taking sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave.

6. Misuse of sick leave may be cause for employee discipline.

Section 10.1.1. Sick Leave Cash-Out.

Each January any eligible employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty (60) days (four hundred eighty [480] hours) of unused sick leave, may elect to receive remuneration for unused sick leave earned the previous year at the rate of twenty-five percent (25%) of the employee's current full-time daily rate of compensation for each full day (eight [8] hours) of eligible sick leave (a maximum of three [3] days or twenty-four [24] hours in any one calendar year). Any such election shall be made by written notice to the District Office during the month of January on forms provided by the District. All sick leave days converted pursuant to this Section shall be deducted from the employee's accumulated sick leave balance. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of the Washington Administrative Code.

Employees who transfer to Cascade School District with accumulated sick leave must maintain employment for two (2) years to be eligible to apply for sick leave cash-out. Employees will be allowed to cash out sick leave in accordance with Chapter 392-136 WAC.

1 **Section 10.1.2. Conversion of Sick Leave Upon Retirement or Death.**

- 2 1. **Eligible Employees:** Each employee who subsequently terminates employment may
3 personally, or through his or her estate in the event of death, elect to convert all eligible
4 accumulated, unused sick leave days to monetary compensation as provided in this section.

5
6 For the purpose of this section, an eligible employee shall be defined as:

- 7 A. Employees who separate from employment due to retirement or death.
8 B. Employees who separate from employment and who are at least age fifty-five (55) and
9 have at least ten (10) years of service in SERS 3.
10 C. Employees who separate from employment and who are at least fifty-five (55) and have
11 at least fifteen (15) years of service in SERS 2.
12
13 2. **Eligible Sick Leave Days:** All unused sick leave days that have been accumulated by an
14 eligible employee, less sick leave days previously converted, and those credited as service
15 rendered for retirement purposes, may be converted to monetary compensation upon the
16 employee's termination of employment due to retirement or death.
17
18 3. **Rate of Conversion:** Sick leave days that are eligible for conversion shall be converted to
19 monetary compensation at the rate of twenty-five percent (25%) of an employee's full time
20 daily rate of compensation at the time of termination of employment for each full day of
21 eligible sick leave, to a maximum of one hundred eighty (one hundred eighty (180) days).
22 Partial days of eligible sick leave shall be converted on a pro-rata basis.
23
24 4. All sick leave days converted pursuant to this section shall be deducted from an employee's
25 accumulated sick leave balance.
26
27 5. Compensation received pursuant to this section shall not be included for the purpose of
28 computing a retirement allowance under the Public Employees Retirement System.
29

30 **Section 10.1.3. On-the-Job Injury and Leave.**

31 When an employee is injured on the job and is unable to perform his/her duties as a result of an
32 on-the-job injury or occupational disease or illness, and is certified off-work by a doctor, the
33 employee may elect to use leave as follows:
34

- 35 A. Choose unpaid leave thus receiving only his/her entitled temporary total disability
36 (TTD) benefit payment from the District's industrial insurance; or
37 B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in
38 addition to their entitled TTD benefits; or
39 C. Elect to use a proportionate share of accumulated leave to make up the difference
40 between the workers' compensation payments and the employee's regular pay at the
41 time of injury.
42

43 **Section 10.2. Personal Emergency Leave.**

44 Personal emergency leave may be granted with pay by the District Superintendent in unusual cases.
45 Employees will be required to give a reason for the request. The decision of the Superintendent is final
46 and his/her decision does not establish a past practice or set a precedent. Each request will be judged
47 on its own merit. This leave will not be charged to sick leave or personal leave.
48

1 **Section 10.2.1. Personal Leave.**

2 Employees shall be granted three (3) paid days (employee's workday) per year of personal
3 leave. The employee may carry over two (2) days to a maximum of five (5) days. No more than
4 five (5) days may be used in the next school year. Employees will be required to request
5 personal leave via Skyward. The supervisor's approval shall be required forty-eight (48) hours
6 in advance when possible. Said days will not be considered sick leave.

7
8 The employee has the option to cash out their personal leave days each year and shall notify the
9 District by the end of June whether they wish to cash out or carry-over the days.

10
11 **Section 10.2.2. Unpaid Leave.**

12 Unpaid leave will be considered on a case-by-case basis by the Superintendent or designee
13 when a reason for the unpaid leave is provided.

14
15 **Section 10.3. Emergency Leave.**

16 If the state or the region declares a state of emergency, an employee may request up to three (3) days of
17 emergency paid leave. Emergency leave will not count against their personal or medical leave.
18 Emergency leave requests would be made to the Superintendent and would need to include supporting
19 documentation. The decision of the Superintendent is final and his or her decision does not establish a
20 past practice or set a precedent.

21
22 The purpose of this section: in a state of emergency, employees could have available to them
23 additional sanctioned leaves. This kind of request would be appropriate, for example, if there were a
24 wildfire and an employee were instructed to evacuate their home, the employee could request
25 emergency leave.

26
27 **Section 10.4. Maternity Leave.**

- 28 1. Maternity leave shall be allowed pregnant employees for purposes of childbirth. An employee
29 requesting maternity leave shall give written notice to the District prior to the commencement of
30 said leave. The written request for maternity leave shall be submitted at least thirty (30) days prior
31 to the approximate leave date and include a statement as to the expected date of return to
32 employment, and within twenty (20) days after childbirth the employee will contact the District to
33 discuss maternity status and the date she will return to work.
- 34
35 2. An employee shall be entitled to use accumulated sick leave in conjunction with a request for
36 maternity leave to the extent that the attending physician certifies that the absence from school is a
37 result of physical disability due to pregnancy and/or childbirth. Absence not so verified by the
38 attending physician shall be deemed a leave of absence without pay.
- 39
40 3. In lieu of a request for sick leave for maternity purposes, an employee may request that the
41 maternity leave be a leave of absence without pay during the period of time the employee will be
42 absent from work for maternity purposes.
- 43
44 4. Upon return from such maternity leave, the employee shall be reassigned to the same or an
45 equivalent position to that held before her leave. An employee on maternity leave will be treated
46 the same as any other employee with respect to any reduction in force.
- 47

1 **Section 10.4.1. Spouse/Co-Parent Leave.**

2 An employee, upon request, shall be granted a maximum of five (5) days leave, on or about the
3 date of their child's birth or adoption. An employee may request additional days by submitting
4 a written request to the Superintendent or designee.
5

6 **Section 10.5. Federal Family Medical Leave (FMLA).**

7 Employees will be entitled to take leave in accordance with the Family and Medical Leave Act.

- 8 1. **Eligibility:** Employees are eligible if they have worked in the district for at least one (1) year
9 over the previous twelve (12) months. The Federal Family Medical Leave Act is in addition to
10 any leave for sickness or temporary disability because of pregnancy or childbirth.
11
- 12 2. **Usage:** Employees shall be provided twelve (12) workweeks of unpaid leave during any (12)
13 month period for any of the following reasons:
14 A. To care for the employee's child after birth, or placement for adoption or foster care.
15 B. To care for the employee's spouse, child, or parent who has a serious health condition.
16 C. For a serious health condition that makes the employee unable to perform the
17 employee's job.
18
- 19 3. **Notification:** The employee shall provide the District thirty (30) days' advance, written notice
20 of his/her intent to use Family Medical Leave when the need for the leave is foreseeable. The
21 District may require medical certification to support a request for leave because of a health
22 condition and may require second or third opinions (at the district's expense).
23
- 24 4. **Job Benefits:** The District shall ensure the following provisions:
25 A. Maintain the employee's health coverage during the duration of Family Medical Leave.
26 However, if the employee fails to return from leave, the employee must reimburse for all
27 premiums paid during the leave unless the reason for the failure to return from leave is a
28 continuation, recurrence, or onset of a serious health condition or other circumstances
29 beyond the employee's control.
30 B. Grant, at the employee's request, his/her usage of accrued sick leave prior to his/her going
31 on unpaid Family Medical Leave.
32 C. Maintain any employee benefits that accrued prior to the start of Family Medical Leave.
33 D. Grant the employee his/her previous position, or equivalent position with equivalent
34 employment benefits, pay and other terms and conditions of employment.
35

36 **Section 10.6. Jury Duty and Subpoena Leave.**

37 In the event an employee is summoned to serve as a juror or appear as a witness for the District in
38 court, or is named as a codefendant with the District, such employee shall be granted leave of absence
39 with pay. In the event that an employee is a party in a non-district court action, such employee may
40 request unpaid, personal or vacation leave.
41

42 **Section 10.6.1. Subpoena Leave.**

43 An unpaid leave of absence, vacation, or personal leave shall be granted when an employee is
44 subpoenaed to appear in a court of law; provided, however, that the employee so subpoenaed
45 shall promptly determine and notify the District of the number of days required for court
46 appearances. Leave herein granted is limited to those days upon which the employee must be
47 present in court for the purpose of giving testimony or participating.
48

1 **Section 10.7. Bereavement Leave.**

2 Five (5) days of bereavement leave shall be granted for each death in an employee's immediate family.
3 The Superintendent may grant three (3) additional bereavement paid days of leave at his or her
4 discretion. Any leave authorized beyond that will be unpaid or available leave. Bereavement leave
5 shall not be deducted from sick leave and is noncumulative.

6
7 Immediate family includes spouse, significant other, children (biological, adopted, foster, stepchild, or
8 a child that the employee stands in loco parentis, is a de facto parent or is a legal guardian regardless of
9 age or dependency status), parent, stepparents, grandparents, grandchildren, sister, brother, mother-in-
10 law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any person living in
11 the immediate household as a member of the family. Included within each category above will be step-
12 relations and legally designated foster relations who are within the family.

13
14 Employees shall receive one (1) noncumulative bereavement day to be used for a friend, colleague of
15 the employee or family member not listed in this section.

16
17 The employee shall give the District written documentation to include the dates requested, name and
18 relationship of the deceased, time and location of funeral services, related function, and whether or not
19 the employee will attend the funeral services or related functions.

20
21 **Section 10.8. Leave of Absence/Resignation.**

22
23 **Section 10.8.1. Approval of Leave of Absence.**

24 Upon recommendation of the immediate supervisor through administrative channels to the
25 Superintendent, whose decision shall be final, an employee may be granted a leave of absence
26 for a period not to exceed one (1) year. Each request shall be considered on its own merits and
27 the Superintendent determinations shall be non-precedent setting. An extension may be
28 approved by the Superintendent. At least thirty (30) days prior to the expiration of the leave,
29 but no later than March 1, employees shall notify the District in writing of their intention to
30 return or not to return. If written notification is not received in the District Office by March 1, it
31 will affirm that the employee is not returning for the upcoming school year. The Chapter
32 President shall receive notice of classified leave of absence.

33
34 **Section 10.8.2. Benefits while on Leave of Absence.**

35 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
36 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
37 the employee is on leave of absence.

38
39 **Section 10.8.3. Returning from Leave of Absence.**

40 The returning employee will be assigned to the same position occupied immediately prior to the
41 leave of absence. If that position is not available, the returning employee will be assigned to a
42 position equivalent (similar) in duties and salary to that held prior to the leave of absence. The
43 replacement employee will be informed of the returning employee's rights at the time of
44 posting. If a current classified employee was hired to fill the leave of absence position, that
45 employee will return to his/her previous position. If the position is not available, the employee
46 will be assigned to a similar position in pay, duties, and benefits as previously held.

Section 10.9. Leave Sharing.

A leave sharing program for classified employees will be provided as authorized by Washington State law in 28A.400.380 in accordance with RCW 41.04.650 through 41.04.665. The District and PSE agree that leave sharing is a worthwhile benefit to bargaining unit members. Therefore, the parties agree as follows:

1. Employees may donate annual sick leave to a fellow employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition; a fellow employee who is a victim of domestic violence, sexual assault, or stalking; or a fellow employee who has been called to service in the uniformed services, which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.
2. Employees who have accumulated more than twenty-two (22) leave days may donate up to six (6) accumulated leave days to other employees in any twelve (12) month period (September 1 through August 31). The employee donating the days/hours shall specify the number of days/hours to be donated. The District shall provide the forms and the procedure necessary to implement this. No transfer of sick leave shall result in an employee's balance going below twenty-two (22) days.
3. No employee shall receive more than one-hundred-eighty (180) days of donated leave per contract year.
4. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, pro-rata, within thirty (30) days after the donors' use of accumulated leave ceases.
5. An employee using donated leave days shall receive the same benefits and pay as if they had been working.
6. Except for #4 above, when leave is donated, the donor will be required to execute a waiver whereby the donor will be required to agree that he/she will not ask for return of the donated leave.
7. Contributions of leave shall be on a voluntary basis and the names of the donors and non-donors shall be kept confidential.
8. Employees may maintain up to forty (40) hours of applicable leave in reserve and still be eligible for shared leave.
9. Employees shall have access to intermittent and nonconsecutive use of shared leave, so long as the leave has not been returned under Section 10.8. #4.
10. Employees on shared leave shall continue to be classified as a state employee and shall receive the same treatment in respect to salary, wages and accrued annual leave or sick leave.

Section 10.10. Resignation.

An employee who wishes to resign employment will give two (2) weeks, written notice to the superintendent's office.

1 **Section 10.11. Approval or Denial of Leaves.**

2 All leave requests (those leaves as defined in Article VIII & X) shall be approved or denied, in writing
3 by the designated supervisor, within forty-eight (48) hours of submission of the request.
4

5 **Section 10.12. Paid Family Medical Leave (PFML).**

6 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave
7 under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave,
8 employees must have worked a minimum of eight hundred and twenty (820) hours within the past
9 calendar year. Such leave shall be used consecutively with the employee's other leave entitlements
10 unless the employee elects otherwise.
11

12 Commencing January 1, 2019, the District shall pay their portion of the payroll premium to fund this
13 leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance
14 with the law. The District shall maintain health insurance benefits during periods of approved PFML.
15

16 The District will comply with the PFML (Paid Family Medical Leave) to the extent required by RCW
17 50A.15.020.
18
19

20 **ARTICLE XI**

21
22 **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**
23

24 **Section 11.1. Seniority Date.**

25 The seniority date of an employee within the bargaining unit is the date on which the employee began
26 continuous daily employment with the Cascade School District unless such seniority is lost as
27 hereinafter provided. If two (2) or more individuals begin continuous daily employment on the same
28 day, the seniority date will be determined by "drawing names", conducted in the presence of the
29 President/s of the Association and, if desired, the individuals involved.
30

31 **Section 11.2. Employee Probation.**

32 Each new hire shall remain on a probationary status for one hundred (100) workdays. School term
33 employee's probation not completed before the end of the school year in which they were hired shall
34 continue their probation the following school year. During the probationary period, the District may
35 discharge such employee at its discretion. Should a probationary employee change position and/or
36 classification within the first one hundred (100) workdays, the probationary period will be renewed.
37

38 **Section 11.3. Probationary Employees.**

39 Probationary employees are considered bargaining unit employees subject to all rights and terms
40 contained herein beginning with their first day of employment, subject to the terms of Section 11.2.
41

42 **Section 11.4. Lost Seniority Rights.**

43 The seniority rights of an employee shall be lost for the following reasons:

- 44 1. Discharge for justifiable cause.
- 45 2. Resignation.
- 46 3. Retirement.
- 47 4. Service outside the bargaining unit in excess of six (6) months.
- 48

1 **Section 11.4.1. Seniority Rights not Lost.**

2 Seniority rights shall not be lost and shall accrue for the following reasons, without limitation:

- 3 1. Time lost by reason of industrial accident or industrial illness for which leave is
4 permitted.
5 2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
6 United States.
7 3. Time spent on other authorized leaves; Except Section 8.2. Leave of Absence.
8 4. Time spent in layoff status as hereinafter provided.
9

10 **Section 11.4.2. Classification Seniority.**

11 Seniority rights shall be effective within the general job classification. As used in this
12 Agreement, general job classifications are those set forth in Article I, Section 1.3.
13

14 **Section 11.4.3. Classification Changes.**

15 An employee who changes job classification(s) within the bargaining unit shall retain his/her
16 seniority date in the previous classification, notwithstanding that he/she has acquired a new
17 classification seniority date and only accrues seniority in their current/new classification.
18

19 **Section 11.5. Seniority Rights.**

20 The employee with the greater seniority shall have preferential rights regarding shift selection,
21 promotions, assignment to new or open positions, and additional time of more than thirty (30) minutes,
22 and layoffs subject to the following understandings:
23

- 24 1. If there are no applicants within the classification or no qualified applicants, within the District,
25 for vacant positions as determined by the District, the District may hire a new employee to fill
26 said positions.
27
28 2. When determining qualifications, criteria such as the following will be considered: technical
29 skill level, interpersonal and communication skill level, customer service skill level and
30 organizational and teamwork skill level related to the position. Such skill levels shall be
31 determined by interview results, annual performance evaluations, reference checks, and/or
32 other reasonable factors which may include a skills assessment.
33
34 3. If the District determines that seniority should not govern for a vacant or new position because
35 a junior or outside applicant demonstrates qualifications greater than a senior employee's, the
36 senior employee, will be given those reasons in writing, with a copy to the Association
37 President/s, within fourteen (14) days.
38

39 The District shall have the absolute right to hire the most senior employee applicant without regards to
40 procedure.
41

42 Supervisors will utilize a unit classification representative for all bargaining unit position interview
43 teams.
44

45 All in-district applicants who meet required qualifications shall be considered/interviewed prior to
46 consideration/interviews of outside applicants.
47

1 **Section 11.5.1. New Seniority Date.**

2 Employees who change job classifications within the bargaining unit shall retain their seniority
3 in the previous classification while acquiring a new seniority date in the new classification.
4 Seniority shall not accrue in any classification in which the employee is not actively employed.
5

6 **Section 11.5.1.1. Schedule A Placement.**

7 Employees who change job classifications shall move to the new classification at their
8 current increment (step) level.
9

10 **Section 11.5.2. Hired into Different Classification.**

11 Employees hired for a job/position in a different classification shall be given a twenty (20)
12 workday trial. If an employee's performance is not satisfactory, the employee shall return to
13 their former position and shall have no right to grieve this decision.
14

15 Within twenty (20) workdays after beginning in the new position, either the employee or the
16 supervisor may direct a return to the employee's previous position.
17

18 During the twenty (20) workday period, the vacated positions will not be filled on a permanent
19 basis.
20

21 Additionally, training shall be made available to the employee.
22

23 **Section 11.5.3. Posting New and Open Positions.**

- 24 1. The District shall publicize both within the bargaining unit and out-of-district for five (5)
25 workdays the availability of open or new positions. No out-of-district applicants will be
26 considered before in-district applicants. A copy of all job postings shall be forwarded to the
27 Association President/s. If a posted position is not filled within twenty (20) calendar days,
28 the District will notify the Association of its intentions regarding that position.
29
- 30 2. Postings released during the summer months will be emailed, and/or mailed upon written
31 request, to each employee. Employees are also encouraged to check the District website for
32 postings.
33
- 34 3. Summer positions shall be considered temporary positions (Article I, Section 1.4. #9).
35
- 36 4. Employees wishing to be considered applicants will advise the District Office in writing.
37
- 38 5. The chapter president shall receive the names of internal applicants who applied for an open
39 position.
40

41 **Section 11.6. Reduction in Force (RIF) / Layoffs.**

42 Layoff is defined as the reduction of the total number of assigned hours in each position and results in
43 the separation of the employee from employment. Reduction in Force (RIF) is defined as reducing the
44 number of assigned hours in a position. In the event it becomes necessary to reduce the work force
45 through layoff or RIF, and only after discussion and negotiations, as appropriate, with the Association,
46 the District will lay off or RIF employees by seniority within classification. The District will not
47 discuss lay off or RIF with individual employees until after discussion with the Association and
48 negotiations.

1 Recall: In the event of layoff or reduction in force, employees so affected are to be placed on a
2 reemployment list maintained within job classification in the order they were laid off. Except for
3 regular employees, who have seniority preference as provided by Section 11.5., such laid off or
4 reduced employees are to have priority over junior employees or outside candidates, in filling an
5 opening, vacancy, or new or open position in the classification held prior to layoff. Names shall remain
6 on the re-employment list for two (2) calendar years. Notification of recall shall be sent by certified or
7 registered mail to the last known address as shown on District records. A recalled employee shall be
8 given five (5) calendar days from receipt of the recall notice to inform the District if he/she will accept
9 the position. An employee on layoff status who rejects an offer of reemployment forfeits seniority;
10 provided, that such employee is offered a position substantially equal (a loss of no more than ten
11 percent (10%) of daily time) to that held prior to layoff.

12
13 Employees on layoff or reduced status will be given preference for substitute positions, subject to
14 Section 1.4. All retained employees face possible reassignment to fill essential vacancies, after
15 discussion and consultation with the Association.

16
17 **Section 11.7. Layoff Notice.**

18 The District agrees to give each employee two (2) weeks' notice of layoffs.
19
20

21 **ARTICLE XII**

22
23 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

24
25 **Section 12.1. Discipline or Discharge.**

26 The District shall have the right to discipline or discharge an employee for justifiable cause. If the
27 District has reason to discipline an employee, it shall be done privately with the employee or an
28 employee shall be entitled to have an Association Representative present, if requested, during any
29 disciplinary action. Employees will be notified, in writing, at least forty-eight (48) hours prior to any
30 disciplinary action, defined in Section 12.1.1. #2, 3 and 4. The District will inform the employees of
31 their rights to representation. The meeting shall be scheduled, during the employee's working hours,
32 and within one week of notification. The District agrees to follow a policy of progressive discipline
33 unless the severity or nature of the employee's behavior warrants more serious and immediate action,
34 including dismissal of the employee for conduct that endangers the welfare of students or fellow
35 employees.

36
37 **Section 12.1.1. Progressive Discipline.**

38 The progressive steps shall generally be as follows:

39 Pre-Discipline: A letter of direction will be placed in the supervisor's working file and is not
40 considered discipline. A copy of the letter of direction will be given to the employee.

- 41
42 1. Verbal Warning – is documented, is not a part of the employee's personnel file and is
43 part of the supervisor's working file and shall remain in the working file for three (3)
44 years.
45
46 2. Written Reprimand – begins documentation of disciplinary action and shall inform the
47 employee of consequences. This step/document is part of the employee's personnel file.
48 A plan of improvement will be initiated.

1 3. Suspension – either short term or long term.

2
3 4. Discharge – recommendation for discharge from employment.

4
5 The District agrees to act in good faith in the dismissal of any employee. Employees have the
6 right to seek redress through the negotiated grievance procedures.

7
8 **Section 12.2. Evaluations.**

9 1. Employee evaluations will be discussed in private between the employee and the evaluator only
10 unless the employee wishes an Association official to be present.

11
12 2. A copy of the final evaluation form will be provided to the employee at the time of the evaluation.

13
14 3. Employees with satisfactory performance shall be evaluated annually no later than May 31
15 according to the employee's job description with direct input from the employee's immediate
16 supervisor.

17
18 4. Each employee's supervisor will be identified to the employee at the beginning of the school year.

19
20 5. Any employee who will receive an unsatisfactory rating in any category will be advised of the
21 unsatisfactory performance no later than May 15.

22
23 6. Any category on the Evaluation Form that is marked unsatisfactory must have been preceded with
24 a written statement and a scheduled conference with the employee in order to provide notice of the
25 problem, specific suggestions for improvement and reasonable time and opportunity for
26 improvement.

27
28 7. All performance evaluations reflecting an unsatisfactory level of performance in one or more
29 categories shall state specific reasons for the unsatisfactory rating, the remedial action necessary to
30 cure the unsatisfactory rating and any specific remedial training recommended as an aid to curing
31 the unsatisfactory rating. At the time of evaluation, a Plan of Improvement will be developed.

32
33 8. If an employee received an unsatisfactory rating in any category on his or her final evaluation
34 form, then the employee's performance in that category will be reviewed every thirty days
35 thereafter for as long as deemed necessary by the evaluator. The review will consist of a conference
36 between the employee and his or her immediate supervisor and may include, at the employee's
37 option, an official of the Association.

38
39 9. A written statement of the matters reviewed at each conference and the resulting performance level
40 will be attached to the next final evaluation form.

41
42 10. Each Supervisor shall address concerns when they are made aware of actions causing concern as
43 they come up within five (5) working days with the employee. Should the Supervisor fail to
44 address concerns within the five (5) days with the employee, the concerns shall not be placed on
45 the evaluation form.

46
47 11. The signature of the employee does not necessarily imply that the employee agrees with the
48 contents of the evaluation.

12. Employees have the right to attach a rebuttal to the evaluation that will be placed in the personnel file.
13. Employees shall be evaluated using one of the attached evaluation forms; Schedule B1, Schedule B2 (School Nurse Evaluation), or Schedule B3 (Bus Driver Form).
14. Probationary employees shall be evaluated prior to the expiration of their probationary period.

ARTICLE XIII

INSURANCE AND RETIREMENT

Section 13.1. School Employees Benefits Board (SEBB).

Beginning January 1, 2020, and each year thereafter, the District agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees Benefits Board (SEBB). The District and employee shall pay the designated proportion of the payroll premium in accordance with state law. Employees projected to work a minimum of six hundred and thirty (630) hours in a given school year shall be eligible for SEBB.

Section 13.2. SEBB Insurance Plans.

The District agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.

Since State law and SEBB do not provide optional insurance plans, the employer may provide all eligible employees the following optional insurance plans: cancer and VEBA (Voluntary Employees Benefits Association).

Section 13.3. Retirement Contributions.

In determining whether an employee is eligible for participation in the Washington State Public Employees Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise.

Section 13.4. Long-Term Care Insurance.

The District shall pay the state-mandated long-term care premiums for all qualified employees.

ARTICLE XIV

RIGHT TO JOIN AND SUPPORT THE UNION AND DEDUCTIONS

Section 14.1. Right to Organize.

The District employees shall have the right of self-organization, to legally assist employee's organizing and to bargain collectively. The parties recognize that an employee has the option of declining to join as a member in the Association.

1 **Section 14.2. Change of Rate.**

2 The Association will notify the District no later than December 1 of any change to the dues rate.

3
4 **Section 14.3. Notification.**

5 The District will provide the Association President/s and designee the name, address, phone number,
6 job title, building, program, supervisor and pay status of all new classified employees within ten (10)
7 days of starting work. The District will provide the Association President/s and designee a seniority list
8 by classification upon request.

9
10 **Section 14.4. Voluntary Political Action Contribution (COPE).**

11 The District shall upon receipt of a written authorization form that conforms to legal requirements,
12 deduct from the pay of such bargaining unit employees the amount of contributions the employee
13 voluntarily chooses for deduction for political purposes and shall transmit the same to PSE on the PSE
14 dues remittal check. Section 14.7 of the Collective Bargaining Agreement shall apply to these
15 deductions. The employee may revoke the request at any time. At least annually, the employee shall be
16 notified by the Association about the right to revoke the request.

17
18 **Section 14.5. Check Off.**

19 The District shall deduct PSE Union dues and voluntary political contributions from the pay of any
20 employee after authorization of such deductions in writing pursuant to RCW 41.56.110. The District
21 shall transmit all such funds deducted to the Treasurer of the Public School Employees of
22 Washington/SEIU Local 1948 on a monthly basis. The District shall deduct local dues as established
23 by the local PSE chapter.

24
25 **Section 14.5.1. E-Sign.**

26 The District agrees to accept dues authorizations via paper forms or by E-signature in
27 accordance with "E-Sign. PSE will provide a copy of the dues authorization for those members
28 who have agreed to union membership directly with the Association via either method above.

29
30 PSE shall be the custodian of the records related to dues authorizations and agree that as the
31 custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of
32 those records.

33
34 **Section 14.6. District Held Harmless.**

35 The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article,
36 and PSE shall indemnify and hold the District harmless for any and all claims, grievances, arbitrations,
37 awards, suits, attachments, or other proceedings arising out of or by reason of any action taken by the
38 District for the purpose of complying with any of the provisions of this Article of the Agreement.

39
40
41
42 **ARTICLE XV**

43
44 **GRIEVANCE PROCEDURE**

45
46 **Section 15.1. Grievances or Complaints.**

47 Grievances or complaints arising between the District and its employees within the bargaining unit
48 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. Grievances related to the interpretation and/or application of this Agreement when filed in the name of the Association, or when filed by an individual when resolution can only be obtained through the Superintendent or his/her designee, may be initiated at the Step 3 of the grievance procedure.

Section 15.1.1. Definitions.

- A. Grievant: An employee or the Association.
- B. Grievance: A dispute involving the interpretations or application of the specific terms of this Agreement.
- C. Workday: Normal District Office workdays.

Section 15.1.2. Timelines.

Grievances shall be processed in the following manner and within the stated time limits. Time limits shall be calculated commencing on the day after the event or occurrence triggering the running time limit. Time limits provided in this procedure may be extended only by mutual written agreement. If a grievant fails to meet the timelines described below, the grievance will be dismissed.

At all steps of the grievance, the grievant has the right to have union representation.

Section 15.2. Grievance Steps.

Section 15.2.1. Step 1 Informal Level – Submission of Grievance to Supervisor.

Employees shall attempt to resolve the grievance informally with their immediate supervisor. If employees wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor within thirty (30) workdays of the occurrence or knowledge of the occurrence of the grievance shall be invalid and subject to no further processing. The immediate supervisor shall respond in writing within ten (10) workdays of the employee's presentation. If an agreeable disposition has been made, the aggrieved party shall terminate the grievance in writing within five (5) workdays.

Section 15.2.2. Step 2 Formal Level – Written Submission to Supervisor.

If the grievance is not resolved at Step 1, the grievant shall file a written grievance with the immediate supervisor within ten (10) workdays after receipt of the supervisor's response at Step 1, or within ten (10) workdays after the deadline for the supervisor's response, whichever is earlier.

The written grievance shall contain all the following:

1. Detailed facts on which the grievance is based,
2. Reference to the specific Section in this agreement which have been allegedly violated,
3. The remedy sought.

The immediate supervisor shall issue a written decision to the grievant and PSE within ten (10) workdays of the presentation of the grievance.

If the parties reach an agreeable disposition, the grievant shall terminate the grievance in writing within ten (10) workdays of receiving the Supervisor's decision.

1 **Section 15.2.3. Step 3 - Superintendent Level.**

2 A. **Individual Grievance**

3 If the grievance is not settled at Step 2, a written statement of the grievance shall be
4 submitted within ten (10) workdays of receiving the Step 2 decision or within ten (10)
5 workdays of the deadline for the Step 2 decision, whichever is earlier to the District
6 Superintendent.

7
8 After submission of the grievance, the parties will have ten (10) workdays to meet to
9 resolve the grievance. Within ten (10) workdays of the meeting, the Superintendent will
10 issue a written decision to the grievant and the Association.

11
12 If an agreeable disposition has been made, the aggrieved party shall terminate the grievance
13 in writing within ten (10) workdays of receiving the Superintendent's decision.

14
15 B. **Union Grievance**

16 A grievance which the Union may have against the employer, limited as aforesaid to
17 matters dealing with the interpretation or application of terms of this Agreement relating to
18 union rights, shall be commenced by filing in writing (in a format of Step 2 above) with the
19 Superintendent. Such filing shall be within twenty (20) workdays after the event is known
20 or reasonably should have been known.

21
22 The Superintendent will schedule a meeting to discuss the grievance within ten (10)
23 workdays and will issue a written decision within ten (10) workdays of the date of the
24 grievance meeting.

25
26 If the parties reach an agreeable disposition, PSE shall terminate its grievance in writing
27 within ten (10) workdays of receiving the Superintendent's decision.

28
29 **Section 15.2.4. Step 4 - School Board Level.**

30 If no settlement is reached at Step 3, and the Chapter Grievance Committee has validated the
31 grievance, the grievant or the Association shall submit a written statement within fifteen (15)
32 workdays to the School Board, after receipt of the Superintendent's written response in Step 3.

33
34 The grievance shall be heard by the School Board during their Executive Session at its next
35 regular meeting, or at a special meeting to be held no more than thirty (30) workdays from
36 submission of the written grievance to the Board. The grievant(s) or a representative of the
37 association shall be expected to appear before the Board, and to provide a presentation to the
38 Board.

39
40 A written statement of disposition shall be given to the aggrieved and the Union within fifteen
41 (15) workdays of the meeting.

42
43 If an agreeable disposition has been made, the aggrieved party shall terminate the grievance in
44 writing within ten (10) workdays.

45
46 **Section 15.2.5. Step 5 - Arbitration.**

47 If no settlement is reached in Step 4, the Union has the right to file a demand for arbitration as
48 outlined below:

- A. Written notice of a request for arbitration shall be made to the Superintendent within ten (10) workdays of the receipt of the disposition at Step 4.
- B. Arbitration shall be limited to the issue(s) involving the interpretation or application of specific terms of this Agreement.
- C. When a timely request has been made for arbitration, the parties shall jointly request and choose an arbitrator.

Arbitration proceedings shall be in accordance with the following:

1. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) workdays (unless mutually extended) of the completion of the hearings.
2. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties.
3. The arbiter shall rule on the basis of information presented in the hearing and on the basis of the arguments and contentions of the parties as set forth in any Pre or Post hearing briefs and shall refuse to receive any evidence after the hearing except by mutual agreement.
4. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be pertinent to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Such arguments of the parties, whether oral or written, shall be pertinent to and directed at the matters set forth in the grievance.
5. Each party shall pay any compensation and expenses relating to its own witnesses or representatives except the fees and charges of the arbitrator, if any, shall be shared equally by both parties.
6. The total costs of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

Section 15.2.6. Binding Effect of Award.

All decisions arrived at under the provisions of this Article by the representatives of the Employer and the Union at Step 1, 2, 3, or 4, or by the arbitrator, shall be final and binding upon both parties; provided, however, that in arriving at such decision neither of the parties or the arbitrator shall have the authority to alter the Agreement in whole or part. The arbitrator shall be without authority to require the District to maintain specific employee positions in the future.

Section 15.2.7. Limits of the Arbitrator.

The arbitrator cannot order the employer or employee to take action contrary to the law.

1 **Section 15.2.8. No Duty to Maintain Status Quo.**

2 The employer has no duty to maintain the status quo or to restore the status quo pending an
3 arbitration. But if return to status quo is ordered by the arbitrator, the return shall be affected as
4 per the arbitrator's award.
5

6 **Section 15.2.9. Freedom from Reprisal.**

7 There will be no reprisals against the grievant or others as a result of his/her participation in
8 this process.
9

10 **Section 15.3. Continuity of Grievances.**

11 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may
12 proceed through the grievance procedure until resolution so long as the grievance was initiated prior to
13 the expiration of this Agreement.
14

15 **Section 15.4. Grievance Release Time.**

16 In the event the grievance or arbitration discussions occur during regular employment time, the District
17 shall provide release time without loss of compensation limited to the grievant, required witnesses and
18 one (1) Union Chapter Representative unless otherwise approved by the District. It is recognized that
19 meetings and/or discussions to prepare for grievance meetings and/or arbitration hearings are to take
20 place outside the employee's work hours and are not to be compensated by the District.
21
22
23

24 **ARTICLE XVI**

25 **SALARIES AND EMPLOYEE COMPENSATION**
26
27

28 **Section 16.1. Schedule A.**

29 Employees shall be compensated in accordance with the provisions of this Agreement and Schedule A
30 as attached for hours worked.
31

- 32 • For 2023-2024 - one dollar twenty-five cents (\$1.25) across the board
- 33 • For 2024-2025 - IPD
34

35 This excludes longevity steps, which are Steps 5, 6, 7 and 8.
36

- 37 • Step 5 increase from Step 4, an additional fifty cents (\$0.50)
- 38 • Step 6 increase from Step 5, an additional fifty cents (\$0.50)
- 39 • Step 7 increase from Step 6, an additional seventy-five cents (\$0.75)
- 40 • Step 8 increase from Step 7, an additional seventy-five cents (\$0.75)
41

42 **Section 16.1.1. Interpreting / Translations.**

43 Bargaining unit employees who are requested by the District and agree to do written
44 translations will be paid at the Elementary Secretary rate or the employee's regular rate,
45 whichever is greater, for that work. Bargaining unit employees that are asked to interpret
46 (verbally), will be paid in fifteen (15) minute time blocks at the office aide rate or their regular
47 rate, whichever is greater, for that work.
48

1 **Section 16.2. Salaries.**

2 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
3 Schedule A attached hereto and by this reference incorporated herein.
4

5 **Section 16.3. Retro Pay.**

6 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms
7 and conditions of Article XVII, Section 17.1. Should the date of execution of this Agreement be
8 subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.
9

10 **Section 16.4. Incremental Steps.**

11 Incremental steps are systematic increases in the salary schedule paid by the District (i.e., the implicit
12 price deflator (IPD). Incremental steps shall take effect on September 1 of each year during the term of
13 this Agreement, provided the employee has been actively employed continuously for at least one-half
14 (1/2) of the previous school year. For each year of this agreement, all rates on Schedule A will be
15 increased by the overall IPD percentage increase (pass-through).
16

17 **Section 16.5. Calculation of Time Worked.**

18 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (¼) hour.
19

20 **Section 16.6. Prorated Wage.**

21 All employees covered by this Agreement who are not twelve (12) month employees shall have the
22 annual salary paid over twelve (12) months.
23

24 **Section 16.7. Automatic Payroll Deposit.**

25 Employees shall receive their pay via automatic payroll deposit. Employees currently not doing
26 automatic payroll deposit shall be grandfathered to continue to receive their pay via check, until such
27 time they provide written authorization to receive automatic payroll deposits. All checks shall be
28 picked up at the District Office.
29

30 **Section 16.8. Physicals.**

31 In the event the District pays the full cost of all required employee physicals, the District may specify
32 the doctor. If the employee or employee's insurance pays the cost of any required physical, the
33 employee may specify the doctor.
34

35 **Section 16.9. In-Service Training.**

36 If the District requests an employee's attendance at a training program, the employee will be paid for
37 the time at the employee's regular hourly rate, and the employee will be reimbursed for their expenses.
38

39 **Section 16.10. In-Service Training Funds.**

40 The District shall make funds available, the amount to be determined by the District, for in-service and
41 training for classified employees, when such in-service and training is determined by the District to be
42 of value to both the District and the employee.
43

44 **Section 16.10.1. Paraeducator Professional Development.**

45 The District shall provide Paraeducator Professional Development training.
46

1 **Section 16.11. Travel Reimbursement.**

2 In the event it is necessary for employees to use their cars for officially approved travel, they shall be
3 reimbursed at the approved rate in effect at that time. In order to receive said travel reimbursement,
4 employees shall submit a claim for such expenses to the District on the District's travel reimbursement
5 form.

6
7 **Section 16.11.1. Mileage.**

8 If an employee applies for an additional position and/or hours and accepts a position and/or
9 hours, at a location other than their regular job site, mileage will be at the employee's expense.
10 However, if an employee is assigned to a position or hours that require traveling between sites,
11 the District will pay mileage.

12
13 **Section 16.12. Washington School District Experience.**

14 An employee who transfers to the District from another school district in the state does not retain any
15 seniority rights other than longevity when leaving his or her former school district. If the District has a
16 different system for computing leave, and other benefits, than did the employee's previous school
17 district, then the employee shall be granted the same longevity, leave benefits and other benefits as a
18 person in the District who has the same occupational status and total years of service.

19
20 New employees with verified experience shall be in a probationary period for one hundred (100)
21 workdays or an extended probation per Section 11.2. During the probationary period, new employees
22 will be capped at Step 4 (six to ten [6-10] years) on Schedule A. At the completion of the probationary
23 period new employees shall be placed on the appropriate step on Schedule A and the higher wage step
24 shall be retroactive to the date of hire.

25
26 **Section 16.12.1. Consideration of Prior Non-School District Experience.**

27 New employees with similar job experience, but not school district experience shall follow the
28 above protocol. New employees are allowed to provide proof of prior work experience to be
29 considered for placement on a higher wage step on Schedule A. This proof of prior work
30 experience must be submitted to the District Office within thirty (30) workdays of the hire date.
31 The necessary documentation required for the employee to provide proof of prior work
32 experience form shall be Schedule B4 and attached to this contract.

33
34 The District will make the determination and will inform the employee and the Association of
35 its decision. The necessary documentation required for the employee to provide proof of prior
36 work experience shall be given to the new hire as part of their orientation. If the District's
37 decision is movement to a higher wage step, the higher wage step shall be retroactive to the
38 date of hire.

39
40 **Section 16.12.2. Difficulty Filling Position.**

41 If there is difficulty in filling a position due to wages, both parties agree to negotiate the wage
42 and/or placement on Schedule A.

43
44 **Section 16.13. Paraprofessional Licensing Fees.**

45 Upon appropriate documentation/receipt(s) the District shall pay the cost of each Paraprofessional
46 employee's required licensing and/or certification fee. The District will pay for the testing fee once.

Section 16.14. Food Handlers Permits.

The District shall pay the fee for Food Service Employee's Food Handlers Permits.

Section 16.15. Professional Development for Classified Employees.

- A. The District shall make available five thousand dollars (\$5,000.00) annually in professional development funds to classified employees. Unused funds shall be carried forward to the following year.
- B. These professional development funds shall not be used to replace or in lieu of building or administrator's budgets.
- C. Individual members will apply to use the funds.
- D. The intent of these funds is to enhance the classified employees' continuing education.
- E. A joint committee consisting of PSE and District representatives shall decide to whom the funds will be awarded, and the amount awarded. The committee will meet in a timely manner.
- F. The funds may be used for the following: tuition, credit and course fees, possible sub costs, applicable travel, and lodging expenses that employees may incur in their continuing education/training efforts.
- G. Salary to the member will be paid if the training occurs during their regular working hours, not if outside of working hours.
- H. If the employee fails to attend or complete the training, all funds received from the committee will be promptly returned. Extenuating circumstances will be taken into consideration and the committee will advise the employee.
- I. Balances of the Professional Development for Classified Employees Fund will be made available to the President/s upon request.

Section 16.16. Protective Gear.

The District shall provide coveralls or other appropriate/protective clothing and necessary cleaning services for maintenance/grounds/warehouse/mechanic employees. Items required by OSHA regulations and not provided by the District will be reimbursed to the employee upon submitting receipts for their expenses.

Section 16.17. Additional Days

Section 16.17.1. Food Service Additional Days.

Food service employees shall receive one (1) additional day before school starts and one (1) day after school ends with pay for kitchen set-up, clean-up. Each food service staff member shall coordinate duties with the Food Services Supervisor. Kitchen staff required to work on conference days will timesheet their time.

Section 16.17.2. School Nurse Additional Days.

School nurses will have five (5) additional days. At least three (3) will take place prior to the school year.

Section 16.17.3. Librarian Additional Days.

District classified Librarians shall work four (4) additional days, which may be used prior to the beginning of the school year, at the end of the school year or as determined by the Librarians. Each Librarian shall determine these dates in partnership with their building administrator.

Section 16.17.4. Back to School Training Day.

180-day employees are required to attend one (1) additional day for the District back to school training day at the start of the school year. This day shall be time sheeted.

Section 16.18. Intensive Duties Paraeducator Pay.

Paraeducators who are assigned to work with intensive students shall receive an additional three dollars and fifty cents (\$3.50) per hour when working with intensive student/s that meets the criteria as determined in this Section. All employees must timesheet hours spent with intensive students. The Building Administrator, Special Programs Director, School Nurse and/or Special Education Teacher will meet to determine if the student meets the criteria for additional pay. Students will be identified intensive if:

- A. The student requires restraining per an aversive therapy plan.
- B. A staff member is injured and documents the injury on an employee incident report, the student responsible will be immediately reviewed by the above team process.
- C. Inappropriate touching as reported on an incident report will also be immediately reviewed by the team process.

Section 16.19. Hygiene Paraeducator Pay.

Personal hygiene Paraeducators will earn one dollar fifty cents (\$1.50) more than the Paraeducator position.

Section 16.20. Diabetic Student Support.

Employees, not including nurses or medical specialists, who provide care consistent with a diabetic student's individual health plan shall be provided the training and right of refusal in accordance with RCW 28A.210.330. Employees who perform such duties shall receive an additional two dollars and seventy-five (\$2.75) of pay added to their base rate for all such hours worked with diabetic students. Employees must timesheet applicable hours spent caring for diabetic students.

Section 16.21. Nursing License Reimbursement.

The District shall fund the cost of the license renewal for the nurses. The nurses must turn in a receipt to the District office for reimbursement.

ARTICLE XVII

TERM

Section 17.1. Date of Agreement.

The term of this Agreement shall be from September 1, 2023, to August 31, 2025.

Section 17.2. Entire Term.

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in Section 17.3.

Section 17.3. Openers.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided however, that this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Section 17.4. Invalid Provision.

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

Section 17.5. Conflicts with State or Federal Statutes or Regulations.

Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State or Federal statutes or regulations.

Section 17.6. Renegotiation.

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 17.3.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

CASCADE CHAPTER

BY: */Signed by/*
Deborah Nelson, Chapter President

DATE: 12/14/23

CASCADE SCHOOL DISTRICT #228

BY: */Signed by/*
Dr. Tracey Edou, Superintendent

DATE: 12/14/23

Schedule A
Cascade School District #228
September 1, 2023 – August 31, 2024

Per hour increase of \$1.25 across the board for 2023 and IPD 2024-2026.	1st Yr	2nd Yr	3-5 Years	6-10 Years	11-15 Years	16-20 Years	21-25 Years	26+ Years
CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Longevity Step 5	Longevity Step 6	Longevity Step 7	Longevity Step 8
FOOD SERVICE								
Lead Cook	21.51	22.46	23.60	24.89	25.39	25.89	26.64	27.39
Cook / Baker	19.51	20.46	21.60	22.89	23.39	23.89	24.64	25.39
Building Cook	18.23	18.93	19.65	20.80	21.30	21.80	22.55	23.30
Asst Cook	18.23	18.93	19.65	20.80	21.30	21.80	22.55	23.30
FS Transporter / Server	18.23	18.93	19.65	20.80	21.30	21.80	22.55	23.30
Cashier	17.43	18.31	19.24	20.40	20.90	21.40	22.15	22.90
INSTRUCTIONAL ASSISTANTS								
Paraeducator	18.64	19.28	19.97	20.80	21.30	21.80	22.55	23.30
Para (Personal Hygiene)	20.14	20.78	21.47	22.30	22.80	23.30	24.05	24.80
Computer Lab Technician	18.64	19.28	19.97	20.80	21.30	21.80	22.55	23.30
Library Technician	19.03	19.66	20.26	21.25	21.75	22.25	23.00	23.75
Network Technician	26.03	26.49	27.37	29.08	29.58	30.08	30.83	31.58
SPECIAL ED SPECIALISTS								
Speech/Language Asst	28.05	29.59	31.37	33.39	33.89	34.39	35.14	35.89
Sign Language Interpreter	29.71	31.20	32.66	34.13	34.63	35.13	35.88	36.63
RN	38.85	41.02	42.55	42.87	43.37	43.87	44.62	45.37
Medical Support Specialist	24.98	26.34	27.91	29.73	30.23	30.73	31.48	32.23
TRANSPORTATION								
Mechanic	24.17	25.11	26.07	27.03	27.53	28.03	28.78	29.53
Mechanic Coordinator	25.78	26.70	27.65	28.84	29.34	29.84	30.59	31.34
Bus Driver	23.93	24.23	24.86	25.54	26.04	26.54	27.29	28.04
Driver Trainer (when training)	25.15	25.72	26.35	26.93	27.43	27.93	28.68	29.43
MAINTENANCE								
Custodian	20.99	21.62	22.22	22.89	23.39	23.89	24.64	25.39
Custodian (swing)	21.38	22.02	22.65	23.35	23.85	24.35	25.10	25.85
Custodian (graveyard)	21.78	22.43	23.06	23.81	24.31	24.81	25.56	26.31
Grounds Coordinator	23.80	24.22	24.63	25.53	26.03	26.53	27.28	28.03
Grounds	22.38	22.62	22.99	23.81	24.31	24.81	25.56	26.31
Maintenance	25.14	25.45	26.30	26.67	27.17	27.67	28.42	29.17
Maintenance Coordinator	25.08	26.07	27.29	27.89	28.39	28.89	29.64	30.39
Warehouse/Delivery	21.04	22.06	23.30	24.68	25.18	25.68	26.43	27.18
SECRETARIES								
Secondary Office Coordinator	21.76	22.41	23.04	23.68	24.18	24.68	25.43	26.18
Elementary Office Secretary	21.39	22.03	22.66	23.43	23.93	24.43	25.18	25.93
Bilingual Secretary	21.39	22.03	22.66	23.43	23.93	24.43	25.18	25.93
Assistant Secretary	20.94	21.58	22.21	22.89	23.39	23.89	24.64	25.39
Bookkeeper	25.88	26.42	26.97	27.52	28.02	28.52	29.27	30.02
Support Services Secretary	21.39	22.03	22.66	23.43	23.93	24.43	25.18	25.93
Office Aide	19.58	20.22	20.87	21.49	21.99	22.49	23.24	23.99
Longevity steps 5 & 6 are in fifty cents (\$.50) increments, and steps 7 & 8 are in seventy five cents (\$.75) increments.								
Para (Personal Hygiene) position salary is to be exactly one dollar fifty cents (\$1.50) more per step than Para position.								
Driver Trainer shall earn three dollars (\$3.00) per hour more than their regular wage when training.								

Schedule B
Cascade School District
Classified Employee Evaluation Form

Employee: _____ Title: _____ Loc: _____

Evaluator: _____ Title: _____ Date: _____

Additional input received from:

Evaluation type: Probationary Annual

Directions: Complete the evaluation after consultation with a person who supervises the work of the employee. Check the appropriate boxes next to the descriptors. *In the event an area is marked other than 'Proficient' a comment is required to explain the rating.*

Job Performance				
	Distinguished	Proficient	Basic	Unsatisfactory

- ☐ Manages time efficiently
- ☐ Solves problems and makes decisions appropriate to the situation
- ☐ Maintains confidentiality.
- ☐ Clothing and grooming are appropriate for position.
- ☐ Demonstrates self-motivation and shows initiative within job description.
- ☐ Performs and completes tasks and assignments without supervision, in a timely manner.

Comments:

Job Knowledge				
	Distinguished	Proficient	Basic	Unsatisfactory

- ☐ Has working knowledge/understanding of job.
- ☐ Demonstrates skill level appropriate to job and demonstrates understanding of responsibilities.
- ☐ Understands/follows policies, procedures, and practices established within district/building.

Comments:

Quality/Quantity of Work				
	Distinguished	Proficient	Basic	Unsatisfactory

- ☐ Accepts direction, instruction, and correction in a positive manner.
- ☐ Work quality/quantity meets expected standards and is consistent with job descriptions.
- ☐ Works productively and efficiently, completing work/tasks in a timely manner.
- ☐ Understands and applies appropriate safety procedures and practices.

Comments:

Human Relations				
	Distinguished	Proficient	Basic	Unsatisfactory

- ☐ Communicates clearly and effectively, and in a professional manner.
- ☐ Understands and responds appropriately to verbal and written communications.
- ☐ Works cooperatively with supervisor, staff, students, parents, and community.
- ☐ Works collaboratively with others.

Comments:

Dependability				
	Distinguished	Proficient	Basic	Unsatisfactory

- ☐ Adheres to assigned hours and scheduled times of job assignments, including arrival, departure, and breaks.
- ☐ Maintains appropriate attendance. Contacts supervisor, gives adequate notice, and follows procedures when absent.

Comments:

Overall Performance

- ☐ **Distinguished:** Has performed over and beyond expectations; modeled superior performance.
- ☐ **Proficient:** Satisfied job requirements; expectations have been met or exceeded.
- ☐ **Basic:** Reflects level of inexperienced employee; improvement necessary to move to proficiency.
- ☐ **Unsatisfactory:** Has not met expectations and is in need of substantial improvement.
(Assistance/Improvement Plan attached.)

Evaluator comments:

Employee comments:

Goal areas for next year: *(to be developed jointly between supervisor and employee)*

Supervisor Signature	Supervisor Position	Date
Employee Signature	Employee Position	Date

The signature of the employee above does not necessarily imply that the employee agrees with the preceding report, but only that she/he has seen and discussed the evaluation with the evaluator.

*A copy of this evaluation will be given to the employee within **one week** of completion of the evaluation process.*

SCHOOL NURSE EVALUATION REPORT

Cascade School District #228

Distribution: Personnel File, Employee, Evaluator

Nurse: _____

Date: _____

Administrator: _____

OVERALL EVALUATION: _____ Satisfactory _____ Unsatisfactory

S= Satisfactory NI= Needs Improvement U= Unsatisfactory

S

NI

U

1. Nursing Process _____

Uses a systematic approach to problem solving in nursing practice.

Communicates well with other professionals within the district as well as outside agencies. Follows district policies and state guidelines effectively and assists the district in policy revisions as needed. Develops and prepares nursing care plans for students with significant health problems. Assesses student health needs, recommends appropriate actions, and monitors communicable diseases and other illnesses.

2. Program Management _____

Establishes and maintains a comprehensive school health program.

Oversees accurate maintenance of student health and immunization records. Conducts screening programs for vision, hearing, and scoliosis as required by state law. Completes written reports as required by state law and or local agencies. Acts as a liaison between home, school, and community resources regarding health issues. Maintains standard health room procedures with the cooperation of office staff and principals for day-to-day health room management including medication administration, first aid, and illness procedures.

3. Professional Responsibilities _____

Identifies, delineates, and clarifies the nursing role, promotes quality care, pursues continued professional development, and demonstrates professional conduct.

Maintains confidentiality within legal, regulatory, and ethical parameters. Participates in student evaluation team meetings as needed. Maintains nursing certification requirements and First Aid/CPR/AED certifications as needed. Participates in continuing professional education through attendance in classes and conferences. Keeps apprised of current legislation pertaining to school nurses and health related issues. Consistently interacts with students, staff, and parents in a kind, caring, and professional manner.

S

NI

U

4. Health Education _____

Assists students, families, and the school community to achieve optimal levels of wellness through appropriately designed and delivered health education.

Conduct in-service training for staff regarding diabetes, medication administration, Epi-Pen use, blood borne pathogens, first aid and/or other health matters. Consult/assist instructional staff or provide actual instruction for students in HIV/AIDS, family life, and/or other health related topics as directed by the administration. Provides health counseling and information on chronic illness, nutrition, disease prevention, and positive healthy lifestyle.

Evaluator's Comments:

Employee's Comments (optional):

I hereby acknowledge this evaluation has been discussed with me and I am aware of its contents. It does not necessarily mean I agree with the findings.

Employee's Signature

Date

Evaluator's Signature

Date

SCHOOL BUS DRIVER EVALUATION**Cascade School District #228**

Employee's Name:

Date (Observation):

Evaluation Year:

Objective		Exceptional	Exceeds Criteria	Meets Criteria	Needs Improvement	Unsatisfactory	Comments
1. Job Skills Observed on bus by evaluator (Not to be done behind desk)	A. Pre-trip Inspection						
	B. Driving Ability						
	C. Pupil Management						
	D. Bus Care						
	E. Safety & Judgment						
2. Public Relations							
3. Cooperativeness							
4. Attendance	A. Dependability						
	B. Punctuality						
5. Record Keeping							

Evaluator's Comments and Recommendations:

•

Driver's Comments _____

Evaluator's Signature_____
Driver's Signature

Date _____

Date _____

**PSE Contract****Article XVI, Section 16.12.1 Non School Experience**

New employees with similar job experience, but not school district experience or employees that have changed job classifications within the bargaining unit shall be placed at Step 1 on Schedule A. Both new employees and employees that have changed job classifications shall be allowed to provide proof of prior work experience to be considered for placement on a higher wage step on Schedule A.

Employee has 30 workdays to provide the required documentation to determine placement of his/her salary step, otherwise salary step will be 1.

DOCUMENTATION REQUIRED (in addition to one of the acceptable from list below):

☐ Work Experience (Examples):

- Statement from previous employer verifying relevant work experience
- Letter from business owner or human resources department
- W-2's from pertinent employers, such as contractors
- Business License

☐ Job Description of Past Employment (Examples):

- If no job description available from past employer, provide your own and have it verified by previous employer
- Resume

Please provide the following information in addition to the acceptable documentation:

PRIOR EXPERIENCE

Name of past employer/organization: _____

Requested Years of Experience: _____

I am requesting experience credit for similar previous job experience and understand that it is the District's authority to determine adequate and acceptable experience credit.

SIGNATURE

DATE

1 **MEMORANDUM OF UNDERSTANDING**

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948,
5 CASCADE CHAPTER AND THE CASCADE SCHOOL DISTRICT #228 PURSUANT TO ARTICLE
6 XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
7

8
9 There is a student who needs to receive support with their feeding tube which is not currently
10 addressed in the Collective Bargaining Agreement. Therefore, the parties agree to the following:
11

12 **Feeding Tube Student Support**

13
14 A paraeducator who provides care for a student with a feeding tube consistent with the student's
15 individual health plan will follow the pay and provisions of **Section 16.20. Diabetic Student**
16 **Support.**
17
18
19
20
21
22
23
24
25
26
27

28 This Memorandum of Understanding is non-precedent, shall become effective upon signature of both
29 parties, expires on the last day of 2023-2024 school year, and shall be attached to the current
30 Collective Bargaining Agreement.
31
32
33
34
35

36 PUBLIC SCHOOL EMPLOYEES OF
37 WASHINGTON / SEIU LOCAL 1948

38
39 CASCADE CHAPTER

CASCADE SCHOOL DISTRICT #228

40
41
42 BY: /Signed by/
43 Debbie Nelson, Chapter President

44 BY: /Signed by/
45 Tracey Beekendorf-Edou, Superintendent

46
47
48 DATE: 11/13/23

DATE: 11/13/23



LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, CASCADE CHAPTER AND THE CASCADE SCHOOL DISTRICT #228 PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Both parties agree to the following:

1. To amend Section 7.3. Overtime to read as follows:

Section 7.3. Overtime.

Overtime is defined as extra work outside of the employee's regular schedule and over and above forty (40) hours in the employee's workweek as regulated by Labor and Industry (L&I). The overtime rate is defined as being one and one-half (1½) times the employee's regular hourly rate of pay. Holidays are considered hours worked for the purpose of the computation of overtime.

All employees working more than forty (40) hours per week shall be compensated at the overtime rate for all hours worked in excess of forty (40) hours. Employees shall be paid at time and one-half (1½) the regular hourly pay for work performed under any of the following conditions. Compensation shall not be paid twice for the same hours.

For employees in the Maintenance and Mechanics classifications who are completing additional hours within those specific classifications. This section does not apply to employees within the maintenance or mechanics classifications subbing for a different classification.

- All work performed in excess of eight (8) hours in any workday unless an employee has flexed their time or worked a summer schedule. This does not apply to co-curricular activities.

For employees in the Food Service, Instructional Assistants, Special Education Specialists, and Secretaries classifications.

- All work performed in excess of forty (40) hours in any five (5) workdays.
- In the summer, employees may be able to work four (4) days, ten (10) hour shifts. Overtime would be above and beyond these hours per day.

2. To amend Section 7.8 Extra Trips title to read as **Section 7.8. Bus Drivers Extra Trips.**

This Letter of Agreement shall become effective upon signatures of both parties and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

CASCADE CHAPTER

BY: / Signed by/
Debbie Nelson, Chapter President

DATE: 1/8/24

CASCADE SCHOOL DISTRICT #246

BY: / Signed by/
Dr Tracey Edou, Superintendent

DATE: 1/8/24

1 **MEMORANDUM OF UNDERSTANDING**

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, CASCADE
5 PSE CHAPTER AND THE CASCADE SCHOOL DISTRICT #228 PURSUANT TO ARTICLE XVII,
6 SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
7

8
9 The parties agree to the following provisions:
10

11
12 The District would like to hire a Temporary Physical Therapy Assistant position for the 2024-2025
13 school year. The position Physical Therapy Assistant is not currently addressed in the Collective
14 Bargaining Agreement.
15

16
17 Physical Therapy Assistant

18 A Physical Therapy Assistant (PTA) is a position similar to Speech/Language Assistant and will
19 follow the pay and provisions of Schedule A for Speech/Language Asst. in the current Collective
20 Bargaining Agreement.
21

22
23 This Memorandum of Understanding is non-precedent setting and shall become effective upon
24 signature of all parties and shall be attached to the current Collective Bargaining Agreement.
25

26
27 PUBLIC SCHOOL EMPLOYEES OF
28 WASHINGTON / SEIU LOCAL 1948
29

30 CASCADE CHAPTER #1007

31
32 BY: /E-signed by Debbie Nelson/
33 Debbie Nelson, Chapter President
34

35 DATE: June 4, 2024
36

CASCADE SCHOOL DISTRICT #228

32 BY: /E-signed by Dr. Tracey L. Edou/
33 Dr. Tracey L. Edou, Superintendent
34

35 DATE: June 4, 2024
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LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC-SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, CASCADE PSE CHAPTER AND THE CASCADE SCHOOL DISTRICT #228. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI, SECTION 16.20 AND SCHEDULE B4 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following provisions:

Section 16.17.1 (Food Service Additional) shall be reworded as follows:

Food service employees shall exchange available, paid conference days to complete annual trainings, meeting requirements, kitchen set up, and deep cleaning. Each food service staff member shall coordinate duties with the Food Services Supervisor. Kitchen staff required to work above and beyond their contracted hours shall timesheet the extra hours.

This Letter of Agreement shall become effective upon signatures of both parties and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

CASCADE CHAPTER

BY: /e-signed by Debbie Nelson/
Debbie Nelson, Chapter President

DATE: 10/03/24

CASCADE SCHOOL DISTRICT #228

BY: /e-signed by Dr. Tracey Edou/
Dr. Tracey L. Edou, Superintendent

DATE: 10/02/24

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC-SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, CASCADE PSE CHAPTER AND THE CASCADE SCHOOL DISTRICT #228. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI, SECTION 16.20 AND SCHEDULE B4 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following provisions:

Section 16.12.1 regards consideration of prior non-School District experience for placement on Schedule A. Schedule B4 will be modified as attached so as to be in alignment with the language of Section 16.12.1.

This Letter of Agreement shall become effective upon signatures of both parties and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

CASCADE CHAPTER

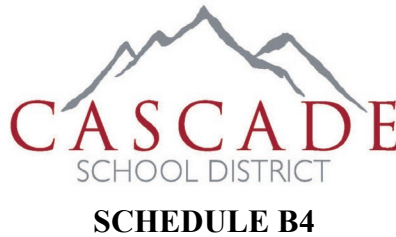
BY: /e-signed by Debbie Nelson/
Debbie Nelson, Chapter President

DATE: 10/03/24

CASCADE SCHOOL DISTRICT #228

BY: /e-signed by Dr. Tracey Edou/
Dr. Tracey L. Edou, Superintendent

DATE: 10/03/24

**PSE Contract****Article XVI, Section 16.12.1 Non School Experience**

Complete one form per employer for which you're requesting work experience.

New employees with unverified similar job experience, but not school district experience, shall be placed at Step 1 on Schedule A. New employees shall be allowed to provide proof of prior work experience to be considered for placement on a higher wage step on Schedule A.

Employee has 30 workdays to provide the required documentation to determine placement of his/her salary step.

REQUIRED DOCUMENTATION

- Work Experience (Examples):
 - Statement from previous employer verifying relevant work experience
 - Letter from business owner or human resources department
 - Tax returns
 - Business license
- Job Description of Past Employment (Examples):
 - Employer's job description
 - If no job description is available from past employer, provide your own and have it verified by previous employer

Please provide the following information in addition to the acceptable documentation.

PRIOR EXPERIENCE

Name of past employer/organization:

Requested Years of Experience:

I am requesting experience credit for similar previous job experience and understand that it is the District's authority to determine adequate and acceptable experience credit.

SIGNATURE

DATE

SCHEDULE A, SEPTEMBER 1, 2024-AUGUST 31, 2025

Cascade School District								
	1st Yr.	2nd Yr.	3-5 Years	6-10 Years	11-15 Years	16-20 Years	21-25 Years	26+ Years
CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Longevity Step 5	Longevity Step 6	Longevity Step 7	Longevity Step 8
<u>FOOD SERVICE</u>								
Lead Cook	\$22.31	\$23.29	\$24.47	\$25.81	\$26.31	\$26.81	\$27.56	\$28.31
Cook / Baker	\$20.23	\$21.22	\$22.40	\$23.74	\$24.24	\$24.74	\$25.49	\$26.24
Building Cook	\$18.90	\$19.63	\$20.38	\$21.57	\$22.07	\$22.57	\$23.32	\$24.07
Asst Cook	\$18.90	\$19.63	\$20.38	\$21.57	\$22.07	\$22.57	\$23.32	\$24.07
FS Transporter / Server	\$18.90	\$19.63	\$20.38	\$21.57	\$22.07	\$22.57	\$23.32	\$24.07
Cashier	\$18.07	\$18.99	\$19.95	\$21.15	\$21.65	\$22.15	\$22.90	\$23.65
<u>INSTRUCTIONAL ASSISTANTS</u>								
Paraeducator	\$19.33	\$19.99	\$20.71	\$21.57	\$22.07	\$22.57	\$23.32	\$24.07
Para (Personal Hygiene)	\$20.83	\$21.49	\$22.21	\$23.07	\$23.57	\$24.07	\$24.82	\$25.57
Computer Lab Technician	\$19.33	\$19.99	\$20.71	\$21.57	\$22.07	\$22.57	\$23.32	\$24.07
Library Technician	\$19.73	\$20.39	\$21.01	\$22.04	\$22.54	\$23.04	\$23.79	\$24.54
Network Technician	\$26.99	\$27.47	\$28.38	\$30.15	\$30.67	\$31.19	\$31.97	\$32.74
<u>SPECIAL ED SPECIALISTS</u>								
Speech/Language Asst	\$29.09	\$30.68	\$32.53	\$34.63	\$35.13	\$35.63	\$36.38	\$37.13
Sign Language Interpreter	\$30.81	\$32.35	\$33.87	\$35.39	\$35.89	\$36.39	\$37.14	\$37.89
RN	\$40.29	\$42.54	\$44.12	\$44.46	\$44.96	\$45.46	\$46.21	\$46.96
Medical Support Specialist	\$25.90	\$27.31	\$28.94	\$30.83	\$31.33	\$31.83	\$32.58	\$33.33
<u>TRANSPORTATION</u>								
Mechanic	\$25.06	\$26.04	\$27.03	\$28.03	\$28.53	\$29.03	\$29.78	\$30.53
Mechanic Coordinator	\$26.73	\$27.69	\$28.67	\$29.91	\$30.41	\$30.91	\$31.66	\$32.41
Bus Driver	\$24.82	\$25.13	\$25.78	\$26.48	\$26.98	\$27.48	\$28.23	\$28.98
Driver Trainer (when training)	\$26.08	\$26.67	\$27.32	\$27.93	\$28.43	\$28.93	\$29.68	\$30.43
<u>MAINTENANCE</u>								
Custodian	\$21.77	\$22.42	\$23.04	\$23.74	\$24.24	\$24.74	\$25.49	\$26.24
Custodian (swing)	\$22.17	\$22.83	\$23.49	\$24.21	\$24.71	\$25.21	\$25.96	\$26.71
Custodian (graveyard)	\$22.59	\$23.26	\$23.91	\$24.69	\$25.19	\$25.69	\$26.44	\$27.19
Grounds Coordinator	\$24.68	\$25.12	\$25.54	\$26.47	\$26.97	\$27.47	\$28.22	\$28.97
Grounds	\$23.21	\$23.46	\$23.84	\$24.69	\$25.19	\$25.69	\$26.44	\$27.19
Maintenance	\$26.07	\$26.39	\$27.27	\$27.66	\$28.16	\$28.66	\$29.41	\$30.16
Maintenance Coordinator	\$26.01	\$27.03	\$28.30	\$28.92	\$29.42	\$29.92	\$30.67	\$31.42
Warehouse/Delivery	\$21.82	\$22.88	\$24.16	\$25.59	\$26.09	\$26.59	\$27.34	\$28.09
<u>SECRETARIES</u>								
Secondary Office Coordinator	\$22.57	\$23.24	\$23.89	\$24.56	\$25.06	\$25.56	\$26.31	\$27.06
Elementary Office Secretary	\$22.18	\$22.85	\$23.50	\$24.30	\$24.80	\$25.30	\$26.05	\$26.80
Assistant Secretary	\$22.18	\$22.85	\$23.50	\$24.30	\$24.80	\$25.30	\$26.05	\$26.80
Bookkeeper	\$21.71	\$22.38	\$23.03	\$23.74	\$24.24	\$24.74	\$25.49	\$26.24
Support Services Secretary	\$26.84	\$27.40	\$27.97	\$28.54	\$29.04	\$29.54	\$30.29	\$31.01
Office Aide	\$22.18	\$22.85	\$23.50	\$24.30	\$24.80	\$25.30	\$26.05	\$26.80
Longevity steps 5 & 6 are in fifty cents (\$.50) increments, and steps 7 & 8 are seventy-five cents (\$.75) only as negotiated by PSE.								
Para (Personal Hygiene) position salary is to be exactly one dollar fifty cents (\$1.50) more per step than Para position.								
Driver Trainer shall earn three dollars (\$3.00) per hour more than their regular wage when training.								
Revised 6/9/23 \$1.25 increase								
24-25 3.7% wage increase								

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, CASCADE CHAPTER AND THE CASCADE SCHOOL DISTRICT #228 PURSUANT TO ARTICLE XVII, SECTION 17.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following provisions:

The District would like to hire a Bus Monitor. This position would be part of the Transportation Classification. Although this position includes supervision, the requirements are not equivalent to those of a Paraeducator. The position Bus Monitor is not currently addressed in the Collective Bargaining Agreement.

Bus Monitor

Although a Bus Monitor supervises students, the qualifications and essential job activities are not equivalent to those of a Paraeducator and will also be part of the Transportation classification. Step 1 of a Bus Monitor position would pay \$18.07, which is equivalent to Step 1 of a Cashier position in the Food Services classification.

This Memorandum of Understanding is non-precedent setting, shall become effective upon signature of all parties, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

CASCADE CHAPTER #1007

BY: /e-signed by Debbie Nelson/
Debbie Nelson, Chapter President

DATE: Apr. 8, 2025

CASCADE SCHOOL DISTRICT #228

BY: /e-signed by Tracey Edou/
Dr. Tracey L. Edou, Superintendent

DATE: Mar. 24, 2025