

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**Castle Rock School District #401**

AND

**Public School Employees of  
Castle Rock**

September 1, 2021 through August 31, 2024



Public School Employees of Washington/SEIU 1948  
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1 **DECLARATION OF PRINCIPLES**

- 2
- 3 1. Participation of employees in the formulation and implementation of personnel policies
- 4 affecting them contributes to effective conduct of school business.
- 5
- 6 2. The efficient administration of the system of public instruction and well being of employees
- 7 requires that orderly and constructive relationships be maintained between the parties hereto.
- 8
- 9 3. Subject to law and the paramount consideration of service to the public, employee-management
- 10 relations should be improved by providing employees an opportunity for greater participation
- 11 in the formulation and implementation of policies and procedures affecting the conditions of
- 12 their employment.
- 13
- 14 4. Effective employee-management cooperation requires a clear statement of the respective rights
- 15 and obligations of the parties hereto.
- 16
- 17 5. It is the intent and purpose of the parties hereto to promote and improve the efficient
- 18 administration of the District and the well-being of employees within the spirit of the Public
- 19 Employees Collective Bargaining Act, to establish a basic understanding relative to personnel
- 20 policies, practices and procedures, and to provide means for amicable discussion and
- 21 adjustment of matters of mutual interest.
- 22
- 23
- 24

25 **PREAMBLE**

26

27 This agreement is made and entered into between Castle Rock School District Number 401 (hereinafter

28 "District" or "Employer") and Public School Employees of Castle Rock (hereinafter "Association"), an

29 affiliate of the Public School Employees of Washington/SEIU 1948 state organization.

30

31 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations

32 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the

33 parties agree as follows.

34

35

36

37 **ARTICLE I**

38 **RECOGNITION AND COVERAGE OF AGREEMENT**

39 **Section 1.1.**

40

41 The District hereby recognizes the Association as the exclusive representative of all employees in the

42 bargaining unit described in Section 1.3, and the Association recognizes the responsibility of

43 representing the interests of all such employees.

44

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1 **Section 1.2.**

2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties  
3 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the  
4 board of directors or superintendent of the District pursuant to RCW 41.56.030 (2).

5  
6 **Section 1.3.**

7 The bargaining unit to which this agreement is applicable is as follows: all full-time and part-time  
8 classified employees in the food service, transportation mechanic, transportation drivers, custodial-  
9 maintenance, secretarial, health care, technology, and paraeducator general job classifications;  
10 provided, however, that the custodial-maintenance supervisor, confidential secretaries to the  
11 superintendent and Board of Directors, technology director, transportation supervisor, and the cafeteria  
12 supervisor shall be excluded pursuant to Section 1.2 above.

13  
14 **Section 1.3.1.**

15 Temporary employees who are employed in one position for a minimum of sixty (60)  
16 continuous working days shall be considered regular employees subject to all provisions of this  
17 agreement, and their hire date shall be retroactive to their first day of work. Temporary  
18 employees shall be eligible to participate in the Washington State Public Employees Retirement  
19 System to the extent required by state law.

20  
21 **Section 1.3.2.**

22 A substitute employee is one who is employed on an intermittent basis to fill the position  
23 usually occupied by a regular employee during said employee’s absence. Substitute employees  
24 who meet PERC requirements for inclusion in the bargaining unit shall be included in the  
25 bargaining unit, but subject only to Section 6.10.2, substitute transportation drivers;  
26 Article XIX, Association Membership; Article XX, Checkoff; and Schedule A, the salary  
27 schedule. The substitute rate shall be the lowest rate in the category for which they are working  
28 as determined by the salary schedule in Schedule A. Substitute employees shall be eligible to  
29 participate in Washington State Public Employees Retirement System to the extent allowed by  
30 state law.

31  
32 **Section 1.4.**

33 It is agreed that this document contains the full and complete agreement on all bargainable issues  
34 between the parties hereto and/or for all for whose benefit this agreement is made and, except as  
35 otherwise provided herein, no party shall be required, during the term of this agreement, to negotiate or  
36 bargain upon any issue.

37  
38 **Section 1.5.**

39 The failure of the Association to enforce any of the provisions of this agreement or exercise any rights  
40 granted by law, or the failure of the District to exercise any right reserved to it or its exercise of any  
41 such right in a particular way, shall not be deemed a waiver of such right or a waiver of its authority to  
42 exercise any such right in some other way not in conflict with the terms of this agreement.



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**ARTICLE II**

**RIGHTS OF THE EMPLOYER**

**Section 2.1.**

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this agreement, 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; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

**Section 2.2.**

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this agreement.

**ARTICLE III**

**RIGHTS OF EMPLOYEES**

**Section 3.1.**

It is agreed that the employees in the units defined herein 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 board of directors of the District or any other governmental body, group or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

**Section 3.2.**

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

**Section 3.3.**

Employees of the units subject to this agreement have the right to have Association representatives present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.



1 **Section 3.4.**

2 Each employee reserves and retains the right to delegate any right or duty contained in this agreement,  
3 exclusive of compensation for services rendered, to appropriate officials of the Association.  
4

5 **Section 3.5.**

6 Employees shall, upon request, have the right to inspect all contents of their complete personnel file  
7 kept anywhere in the District, provided that any file for the disposition of grievances shall be  
8 maintained separately from the employee's personnel file. All disposition of grievances shall be  
9 destroyed one (1) year after the date the decision was rendered. The employee personnel file shall be  
10 reviewed in a private place provided in the District office. Anyone, at the employee's request, may be  
11 present at this review.  
12

13 **Section 3.6.**

14 No material shall be kept in the employee personnel file without being shown to the employee within  
15 ten (10) days of its receipt or creation by the District. The employee and the human resource manager,  
16 or designee, shall sign an inventory sheet to verify contents of the personnel file prior to each review of  
17 such file by the employee. Materials from the personnel file reviewed by an employee and judged by  
18 the employee to be derogatory to his/her conduct, service, character, or personality may be answered  
19 and/or refuted in writing. Such written response shall become part of the written personnel records and  
20 kept in the file. The Association and the District agree that any piece of information over five (5) years  
21 old shall be removed from the employee's file at the request of said employee, except that material  
22 required by statute to be retained in personnel files. Any material not shown to an employee by the  
23 District shall not be allowed in any disciplinary action against the employee.  
24

25 **Section 3.7. Equal Opportunity and Nondiscrimination.**

26 The Employer and the Union are committed to a policy of equal employment opportunity. All staff  
27 members will be treated fairly at all times and without regard to race, color, religion, sex, age, national  
28 origin, military or marital status, sexual orientation, gender identity, genetic information or disability,  
29 and any other basis protected by local, state, or federal law. This applies to all personnel actions  
30 including recruitment, hiring, training, transfer, promotion and demotion, layoff and recall,  
31 compensation and benefits, discipline, termination and all other conditions or privileges of  
32 employment.  
33

34 **Section 3.8. Harassment.**

35 The Employer is committed to providing a work environment free from unlawful harassment. The  
36 Employer will not tolerate actions, words, jokes or comments based on an individual's sex, race,  
37 ethnicity, age, religion, sexual orientation, or any other legally protected characteristic. Any  
38 employee, supervisor, or bargaining unit member engaging in sexual or other unlawful harassment  
39 will be subject to appropriate corrective action, up to and including termination of employment.  
40

41 **Section 3.9.**

42 The primary purpose of video cameras being installed on District property and school buses is to  
43 provide staff and students with a higher level of security and to maintain student discipline. Video  
44 cameras will not be used for employee supervision. Written notification will be clearly posted at  
45 locations where video cameras have been installed. Employees and their representatives will be  
46 allowed to review the videotape(s) when there is an issue of student or employee misconduct.  
47 Employees and their representatives may be allowed to review the videotape(s) for reasons other than  
48 student or employee misconduct by submitting a written request to the District's human resources

1 director. Viewing of the videotape(s) will be on the employee's own time unless the viewing is at the  
2 request of the District. Videotapes will not be copied, released, or used for training without the written  
3 consent of the human resources director and the employees who are shown on the videotapes.  
4

5 **Section 3.10.**

6 In accordance with RCW 28A.210.275, employees requested to administer medications or perform  
7 nursing services shall be provided training and shall have right of refusal without employer reprisal or  
8 disciplinary action. Employees must receive the training before they are authorized to deliver the  
9 service or medication. Such training will be provided as necessary on an ongoing basis.  
10

11 **Section 3.11.**

12 Employees who administer student catheterization services shall be provided the training and right of  
13 refusal in accordance with RCW 28A.210.280.  
14

15 **Section 3.12.**

16 Employees who provide care for diabetic students shall be provided the training and right of refusal in  
17 accordance with RCW 28A.210.330.  
18

19 **Section 3.13.**

20 A list of available substitutes for each classification shall be maintained by the District and provided to  
21 the Association president.  
22

23 **Section 3.14.**

24 Any new hire who had just previously been employed by any school district in the State of  
25 Washington, and is hired to perform work similar to that in which the employee previously engaged,  
26 shall be given longevity credits in the District in accordance with RCW 28A.400.300.  
27

28 **Section 3.15.**

29 Employees who have accrued sick leave while employed with a public school district, educational  
30 agency, or institute of higher learning in the State of Washington shall be given credit for such accrued  
31 sick leave upon employment with the District. It shall be the responsibility of the new employee to  
32 ensure that the personnel department receives documentation from the former district of any sick leave  
33 balance to be transferred.  
34  
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37 **ARTICLE IV**

38 **RIGHTS OF THE ASSOCIATION**

39 **Section 4.1.**

40 The Association has the right and responsibility to represent the interests of all employees in the unit;  
41 to present its views to the District on matters of concern, either orally or in writing; to consult or to be  
42 consulted with respect to the formulation, development, and implementation of industrial relations  
43 matters and practices which are within the authority of the District; and to enter collective negotiations  
44 with the object of reaching an agreement applicable to all employees within the units.  
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1 **Section 4.2.**

2 The Association shall promptly be notified by the District of any grievances or disciplinary actions of  
3 any employee in the units in accordance with the provisions of the discharge and grievance procedure  
4 articles contained herein. The Association is entitled to have an observer at hearings conducted by any  
5 District official or body arising out of grievance and to make known the Association's views  
6 concerning the case.  
7

8 **Section 4.3.**

9 The names of employees in the respective units will be provided by October 1 each year to the  
10 president of the Association. Any changes in staffing will be forwarded to the Association within  
11 two (2) weeks of the date of change.  
12

13 **Section 4.4.**

14 The Association reserves and retains the right to delegate any right or duty contained herein to  
15 appropriate officials of the Public School Employees of Washington/SEIU 1948 state organization.  
16

17 **Section 4.5.**

18 The president of the Association and his/her designated representatives will be provided time off to a  
19 maximum of ten (10) days per year to attend regional or state meetings when the purpose of those  
20 meetings are in the best interests of the District as determined by the District administration.  
21

22 **Section 4.6. New Hire Notification.**

23 The Employer will provide PSE electronic notification of the name, address, personal phone number,  
24 classification, job title, work location, and work and personal email address of all newly hired  
25 bargaining unit employees within three (3) working days after they begin their first day of  
26 employment. Once an employee is hired, the District does not keep personal email addresses.  
27

28 **Section 4.6.1. New Employee Orientations.**

29 If the District chooses to hold an orientation they will notify PSE and allow PSE time to meet  
30 with the new employee(s).  
31

32 **Section 4.6.2. New Employee Access.**

- 33 1. The District will provide PSE reasonable access to new employees of PSE for the purposes  
34 of presenting information about their exclusive bargaining representative to the new  
35 employee. The presentation may occur during a new employee orientation provided by the  
36 District, or at another time mutually agreed to by the District and PSE;
  - 37 a. No employee may be mandated to attend the meetings or presentations by PSE
  - 38 b. "Reasonable access" for the purposes of this section means:
    - 39 i. The access to the new employee occurs within ninety days of the employee's  
40 start date within the bargaining unit
    - 41 ii. The access is for no less than thirty minutes; and
    - 42 iii. The access occurs during the new employee's regular work hours at the  
43 employee's regular worksite, or at a location mutually agreed to by the District  
44 and PSE.
- 45 2. Nothing in this section prohibits an employer from agreeing to longer or more frequent new  
46 employee access, but in no case may an employer agree to less access than required by this  
47 section. RCW 41.56.037  
48





1           **Section 4.6.3. Section Member Lists.**

2           The District will provide PSE a list transmitted electronically upon any changes, listing  
3           bargaining unit employees who are hired, re-hired, reinstated, transferred into or out of a  
4           bargaining unit, reclassified, promoted, downgraded, placed on any type of leave, laid off,  
5           recalled from layoff or separated from the District. The report will include each listed  
6           bargaining unit employee’s name, job title, work location, personnel action and reason.  
7

8           **Section 4.7. Visitation Rights.**

9           Visitation rights shall be granted to the designated representative of the Public School Employees of  
10          Washington/SEIU 1948 to visit with employees in the bargaining unit for the purpose of grievance  
11          procedures and/or general information. The visiting delegate shall notify the District of his/her arrival.  
12          The visitations shall not interfere with the educational process nor the individual’s work  
13          responsibilities.  
14

15          **Section 4.8. Communication.**

16          PSE members, PSE chapter officials, PSE designated building representatives, and authorized non-  
17          District employee PSE staff representatives shall be permitted to transact official PSE business on  
18          District property or using District facilities as follows:  
19

- 20           1. On District premises at reasonable times and places, provided that such use shall not interfere  
21           with or interrupt normal school operations and employee work schedules.
- 22           2. Use school facilities and equipment at reasonable times and places when such equipment is not  
23           otherwise in use or needed.
- 24           3. Maintain a PSE bulletin board in each school/facility to post official PSE notices.
- 25           4. Use employee mailboxes for communication purposes.
- 26           5. Use the District’s email, voice mail or other electronic systems for union communications,  
27           representation, and negotiation purposes subject to the procedures established in District Policy  
28           2022 and Procedure 2022P, Electronic Resources and Internet Safety and all other applicable  
29           District policies and procedures.  
30

31          PSE acknowledges that bargaining unit employees and PSE local representatives or PSE staff  
32          employees have no expectation of privacy in use of the District electronic systems. All email and  
33          attachments drafted, sent, or stored on District systems are presumptively District public records and  
34          are subject to monitoring, review, and printing by District system administrators, without limitation  
35          and without notice, to ensure compliance with the limitations and conditions for systems use under  
36          District Policy 2022 and Procedure 2022P, District Policy 4040 and Procedure 4040P regarding Public  
37          Access to District Records under chapter 42.56 RCW, the Public Records Act, and Policy 5252 and  
38          Procedure 5252 regarding limits on Staff Participation in Political Activities as required under RCW  
39          42.17A.555. PSE acknowledges that such monitoring, review and District compliance with these  
40          requirements is not unlawful employer surveillance or interference constituting an unfair labor practice  
41          under Chapter 41.56 RCW.  
42

43          **Section 4.9.**

44          The Association will designate a conference committee of up to five (5) members who will meet with  
45          the superintendent and/or designee on a mutually agreeable regular basis to discuss appropriate  
46          matters.  
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## ARTICLE V

### APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

#### **Section 5.1.**

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are those relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this agreement.

#### **Section 5.2.**

It is further agreed and understood that the District will consult with the Association and meet with the Association upon its request and at a time mutually agreeable to both parties in the formulation of any changes being considered in existing wages, benefits, or procedures.

#### **Section 5.3.**

The Association will, from time to time, as appropriate, be advised of current and predicted workload information.

#### **Section 5.4.**

Volunteers and public work crews shall not be used in a way that infringes on an employee's normal duties or working hours. If trustees are contracted to do a job outside the scope of an employee's normal duties, those employees will be contacted to see if this work can be incorporated into their work schedule. If that's not possible and the employees want additional work, an agreement may be worked out between the District and the employee, provided such an agreement does not cost the District more than the use of the trustees. Employee contact will consist of a letter to the PSE chapter president.

## ARTICLE VI

### HOURS OF WORK AND OVERTIME

#### **Section 6.1. Normal Workweek.**

The normal workweek shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest which shall be treated as their Saturday and Sunday, respectively.

#### **Section 6.2. Shift Assignments and Differential Pay.**

Each full-time and part-time employee will be assigned in advance to a definite shift with designated times of beginning and ending. Except in cases of unexpected emergency, such shift assignments and hours will not be changed without prior notice to the employee of one (1) calendar week. Eight (8) hours compensation shall be paid to employees on all full-time shifts. Less than full-time employees will be compensated for the hours they work. A twenty-five cent (25¢) per hour differential shall be paid to employees who are required to work at a shift time different than their normal work schedule. The differential pay will not be paid to bus drivers.

1 **Section 6.2.1. Full-Time Shift (8.5 Hours per Day).**

2 Each Regular full-time shift shall consist of eight and one half hours inclusive of two (2) ten  
3 (10) minute breaks and a thirty (30) minute unpaid uninterrupted lunch period.  
4

5 **Section 6.2.2. Part-Time Shift (5-8 Hours per Day).**

6 Employees working less than eight (8) hours but more than five (5) hours are entitled to one (1)  
7 ten (10) minute break included in the shift and a thirty (30) minute unpaid uninterrupted lunch  
8 period.  
9

10 **Section 6.2.3. Part-time Shift (Less Than 5 Hours per Day).**

11 Employees working less than five (5) hours are entitled to one (1) ten (10) minute break  
12 included in the shift.  
13

14 **Section 6.3. Regular Job Duties.**

15 No employee will be required to perform duties that are not related to the regular duties of their  
16 position. Paraeducators will be allowed to work their regular hours on conference days and perform  
17 duties consistent with their job description. In addition, with pre-approval of the principal,  
18 paraeducators may participate in the parent conferences of those students with whom they work  
19 directly and receive pay for such at their regular hourly rate. If they choose to leave when the students  
20 are dismissed, it will be considered deduct time.  
21

22 **Section 6.4. Working Through Lunch Breaks.**

23 Employees required to work through their regular lunch periods will be given time to eat at a time  
24 agreed upon by the employee and his/her supervisor. In the event the District requires an employee to  
25 forego his/her lunch period and the employee works his/her entire shift, including the lunch period,  
26 he/she shall be compensated for the foregone lunch period, and the time credited towards a forty (40)  
27 hour weekly total for overtime computation purposes.  
28

29 **Section 6.5. Unusual School Closure.**

30 In the event of an unusual school closure or delayed start/early release due to inclement weather, plant  
31 inoperation, or the like, the District will make every effort to notify each employee to refrain from  
32 coming to work. Employees reporting to work shall receive a minimum of two (2) hours pay at base  
33 rate in the event of such a closure; provided, however, no employee shall be entitled to any such  
34 compensation in the event he/she has been actually notified by the District of the closure prior to  
35 leaving home for work. An employee may elect to take unpaid leave, deduct hours or use vacation,  
36 personal leave, emergency leave, or accumulated compensatory time to be compensated for missed  
37 work hours. Section 8.11 does not apply to unpaid hours in this circumstance. With approval from  
38 their immediate supervisor, the employee may also flex their work schedule to make up for lost work  
39 hours.  
40

41 **Section 6.5.1. Unanticipated Remote Learning Day.**

42 In the event that the District declares an unanticipated Remote Learning day, in lieu of a  
43 traditional in-person school day, the following will be the expectations for classified staff:  
44

45 **Secretaries:** Monitor emails and phone calls/messages from home, respond as needed.

46 **Paraeducators:** If you work directly with a teacher, attend any remote teacher meetings as  
47 well as any class meets as directed.

1 **Paraeducators:** If you do not work directly with a teacher, please arrange with your  
2 principal a project that you can work on at home. If this cannot be coordinated prior to the  
3 unanticipated school closure, these hours can be made up at a later date.

4 **Food Service & Transportation:** All staff will be given the opportunity to work their  
5 hours at a later date to make up for their regular hours.

6 **Maintenance & Custodial:** All staff will be given the opportunity to make up regular  
7 hours, including but not limited to, High School Graduation setup and clean up and other  
8 direct supervisor approved projects.

9 **Technology/Health:** Monitor emails from home, respond as needed. Please arrange with  
10 your supervisor a project that you can work on at home. If this cannot be coordinated prior  
11 to the unanticipated school closure, these shortened hours can be made up at a later date.

12  
13 Classified staff will be paid for hours worked. If a classified staff member chooses not to work at all,  
14 they may take a full day of emergency leave, personal leave or vacation leave or use accumulated  
15 compensatory time to cover their normal hours. Emergency leave will be deducted from your sick  
16 leave.

17  
18 If classified staff arrange to make up the time at a later date, and then don't, the full day will be  
19 deducted from their pay prior to year-end. Classified staff should keep records of their time worked.

#### 20 21 **Timesheets:**

22 Classified staff will mark hours worked or use accumulated compensatory time on their timesheet.  
23 They are to keep records of the tasks performed.

24  
25 If classified staff choose to not work at all, they need to record emergency leave in the Sick Leave  
26 column, personal leave in the Personal Leave column, or vacation leave in the Vacation Leave column  
27 on their timesheet. If they choose to deduct hours, they need to enter regular work hours in the  
28 Regular Hours column, and negative hours in the Deduct Hours column.

#### 29 30 **Section 6.6. Working Out of Classification.**

31 Employees requested to work a shift regularly filled by a higher classification employee in the  
32 bargaining unit shall receive compensation equal to that normally received by the employee in the  
33 higher classification. Employees requested to work out of classification for a position out of the  
34 bargaining unit will receive ten percent (10%) above their normal rate of pay. If a paraeducator works  
35 in more than one category for more than one (1) hour, the paraeducator will be paid at the higher  
36 category for the time worked in the higher category.

#### 37 38 **Section 6.7. Hours Worked in Excess of Forty (40) Hours per Week.**

39 All hours worked in excess of forty (40) hours per workweek shall be compensated at one and one-half  
40 (1½) times the base rate; provided that should Section 6.6 of the above provisions apply, the greater  
41 computation shall be used. No overtime shall be worked without prior approval of the building  
42 administrator.

#### 43 44 **Section 6.7.1. Compensatory Time Off.**

45 An employee may, at his/her option, request compensatory time off in lieu of overtime  
46 compensation or payment for hours worked beyond the employee's normal work shift.  
47 Compensatory time, if granted, may be accrued with permission of the immediate supervisor;  
48 provided, however, that records shall be maintained and there must be a reasonable expectation

1 that the employee will be provided an opportunity to expend the accrued time. Compensatory  
2 time not used during the year it was accrued must be submitted to payroll no later than the 5<sup>th</sup>  
3 of August. The claim for payment of unused compensatory time shall be discouraged beyond  
4 10 hours. Overtime, either paid or compensatory, will be figured at straight time until the  
5 employee works beyond forty (40) hours in any given workweek. The bus mechanic hired  
6 before August 31, 2018 shall be allowed to carry over comp time as a grandfathered provision.  
7

8 **Section 6.8. Call Backs/Weekend Calls.**

9 Employees called back on a regular workday or called on Saturday or Sunday shall receive no less than  
10 two (2) hours pay at the appropriate rate, and if more than four (4) hours are worked under such  
11 circumstances, the employee shall receive a minimum eight (8) hours pay and an appropriate unpaid  
12 lunch period.  
13

14 **Section 6.9. Paraeducator Duties.**

15 The District recognizes that paraeducators should not perform duties that require a teaching certificate  
16 and that they are to work under the direct supervision of a certificated teacher. This is interpreted  
17 under Title I Part A as:

- 18 1. The teacher prepares the lesson and plans the instructional support activities the paraeducator  
19 carries out, and evaluates the achievement of the students with whom the paraprofessional is  
20 working, and
- 21 2. The paraprofessional works in close and frequent proximity with the teacher.  
22 Teachers must make sure that the paraeducator follows direction and the lesson plan, and  
23 carries out their instructional support duties based on the learning goals set forth for each unit  
24 of study.  
25

26 **Section 6.10. Transportation.**

27  
28 **Section 6.10.1. Route Assignments.**

29 Drivers will be paid for each to and from school route on a set number of hours, which will be  
30 determined prior to September 16 each year. Drivers shall bid by seniority for their route  
31 assignments prior to September 16 annually, provided, however, that in the case of emergency  
32 or unique and unanticipated circumstances, this date may be modified upon mutual agreement  
33 between PSE and the District. Prior to September 16, drivers shall be assigned to the same  
34 route as the previous year. Drivers whose daily work times are extended because of route  
35 extensions/deletions, road conditions, or mechanical failure will have their hours adjusted.  
36 Notwithstanding the above, it is understood employees will be compensated for all hours  
37 worked.  
38

39 **Section 6.10.2. Substitute Drivers.**

40 Substitute transportation drivers shall be paid the regular rate of pay on Schedule A and  
41 guaranteed a minimum of two (2) hours pay for working either an a.m. or a p.m. route. If a  
42 substitute is notified in advance and is working both the a.m. and p.m. portions of a route, the  
43 substitute will be paid the set route time for that route.  
44

45 **Section 6.10.3. Extracurricular/Field Trips.**

46 Extracurricular and/or field trips shall be posted for bid on a weekly basis and awarded by  
47 seniority on a rotating basis, up to the time when a driver reaches 50 hours a week. At such  
48 time the next in seniority shall begin the rotation. Upon mutual agreement between the union

1 and the district, the weekly bid may be extended to accommodate holiday and other school  
2 breaks.

3  
4 Drivers shall be guaranteed two (2) hours pay for assigned extracurricular or field trips.  
5 Extracurricular or field trips posted as “drop-off/pick-up” will be guaranteed two (2) hours pay  
6 for each segment if there is more than thirty (30) minutes between the drop-off and pick-up  
7 times. The two (2) hours pay in these cases will be driving time.

8  
9 The cost of meals shall be paid at the per diem rate set by the state of Washington and will be  
10 reimbursed for drivers during approved meal periods on a trip, only when drivers are in travel  
11 mode during the entire meal period. The District follows the normal meal periods recognized  
12 by ESD 112 as: Breakfast: 7 a.m. - 8 a.m.; Lunch: 12 noon - 1 p.m.; and Dinner: 6 p.m. - 7  
13 p.m. Travel mode is limited to drive time, stand by, fueling and cleaning bus.

14  
15 When a driver is called, and a trip is canceled without prior notification to the driver, two (2)  
16 hours of driving time will be paid.

17  
18 **Section 6.10.4. Overnight Trips.**

19 Drivers on activity trips that require an overnight stay will be paid driving time plus a  
20 maximum of ten (10) hours standby time. If the trip requires additional overnights, the driver  
21 will be paid for all hours worked at the appropriate rate. All postings for overnight trips shall  
22 indicate the number of on-duty driving hours, on-duty standby hours, and off-duty hours for  
23 each day of the trip. Drivers will receive a minimum of eight (8) hours unpaid sleep time.  
24 Meals and lodging, as arranged for by the District or its representative, will be provided for  
25 drivers on overnight trips. On overnight trips, meals shall be reimbursed at per diem rates.  
26 Drivers will not be required to stay in dorms or other similar facilities.

27  
28 **Section 6.10.5. Event Admission Fees.**

29 When drivers take students to athletic activities or field trips to locations where an admission  
30 fee is charged, the appropriate district funding source will pay for the driver's admission.

31  
32 **Section 6.10.6. Employing Certified Drivers.**

33 The District will comply with WAC 392-143-070 and employ a certified driver if vehicle  
34 carries more than ten (10) persons, including the driver.

35  
36 **Section 6.10.7. Driver Conformation to State Regulations.**

37 Drivers shall conform to all state regulations promulgated for the transportation of students.

38  
39 **Section 6.10.8. Driver Access to Mechanic/District Personnel.**

40 There is to be a mechanic available at all times when the buses are out on their to and from  
41 school routes. Drivers will have radio access to district personnel at all times when buses are  
42 out on their to and from school routes.

43  
44 **Section 6.10.9. Driver DOT Physicals.**

45 The District will pay for driver DOT physicals. The District will pay the cost directly if the  
46 employee sees a physician that the District has a billing agreement with. If the employee  
47 chooses to see a physician other than those the District has a billing agreement with, then the  
48 District will reimburse the employee for actual out-of-pocket expenses, not to exceed one



1 hundred and twenty-five dollars (\$125.00). If prior arrangements are made, the District will  
2 work with your physician's office to pay them directly. Any amount charged over the one  
3 hundred twenty-five dollar (\$125.00) limit will be the responsibility of the driver. This amount  
4 may be repaid to the district through payroll deduction.

5  
6 **Section 6.10.9.1. Driver Licensing and Exam Fees.**

7 The District shall pay for required licensing and examination fees for drivers. Drivers  
8 shall suffer no loss in pay for time spent in driving examinations. Subsequent  
9 examination fees in the event of an initial failure shall be at the employee's expense.

10  
11 **Section 6.10.10. Minimum Daily Route Hours.**

12 Drivers assigned to daily routes shall be guaranteed three and one-half (3½) hours per day. The  
13 transportation supervisor may require employees not actually working the full guarantee to fill  
14 in the time with miscellaneous related tasks such as, but not limited to, cleaning and fueling  
15 buses. No driver will be required to perform duties that are not related to the regular duties of  
16 their position (i.e., bathroom cleaning, major seat repair). The makeup time shall not be taken  
17 from extra trip assignments. In the event another route be deemed necessary, it shall be  
18 negotiated on at the time that all facts and figures are available.

19  
20 **Section 6.10.10.1. Special Needs Routes.**

21 Special needs drivers will be paid actual time or a one (1) hour guarantee for midday routes.  
22 If assigned multiple midday routes, special needs drivers may stay on the clock if there is  
23 less than one (1) hour between the routes, unless it's considered extra work.

24  
25 **Section 6.10.11. On-Duty (Driving).**

26 Whenever the driver is actually driving, required to remain with the bus, or the trip supervisor  
27 requests that the driver remain with passengers or personal belongings. District required  
28 training will be paid at the driving rate.

29  
30 **Section 6.10.12. On-Duty (Standby).**

31 Whenever a driver is not driving, but on-call, ready for driving duty and not required to remain  
32 with the bus or required by the trip supervisor to take responsibility for passengers or personal  
33 belongings.

34  
35 **Section 6.10.13. Off-Duty.**

36 Whenever a driver is not in an "on-duty (driving)" or "on-duty (standby)" status.  
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## ARTICLE VII

### HOLIDAYS

#### **Section 7.1.**

All 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 Day | 8. Veterans' Day           |
| 3. Presidents' Day        | 9. Thanksgiving Day        |
| 4. Memorial Day           | 10. Day after Thanksgiving |
| 5. Juneteenth             | 11. Day before Christmas   |
| 6. Independence Day       | 12. Christmas Day          |

#### **Section 7.1.1. Labor Day After First Day of School.**

When the school calendar schedules the first day of school after Labor Day, all employees shall receive pay for the Labor Day holiday.

#### **Section 7.2. Unworked Holidays.**

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked his/her last scheduled shift preceding the holiday and his/her first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness he was unable to work on either of such shifts, and his/her absence previous to such holiday by reason of such illness has not been longer than thirty (30) regular workdays.

#### **Section 7.3. Worked Holidays.**

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus one and one-half (1½) times their base rate for all hours worked on such holidays.

#### **Section 7.4. Holidays During Vacation.**

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

#### **Section 7.5. Holidays Falling On Weekends.**

Should a paid holiday fall on Saturday or Sunday, the preceding Friday or the following Monday will be given as the holiday with pay, subject to the normal operations of the educational program.

#### **Section 7.6. Unpaid Holidays for Reasons of Faith or Conscience.**

The District will allow employees two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Requests shall be made at least 48 hours in advance to allow for adequate staffing. The District will allow the employee to take the unpaid holiday when requested unless the employee's absence would impose an undue hardship on the employer or the employee is necessary to maintain public safety. For this purpose "undue hardship" is as defined in WAC 82-56-020.





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## ARTICLE VIII

### LEAVES

#### **Section 8.1. Sick Leave.**

Sick Leave is leave for which an eligible employee accrues and which the employee may use in the event of absences related to his/her own health condition, or family members as defined by RCW 49.46.210 as listed in 8.1.1 Family Leave. Sick leave shall be compensated leave to the extent the employee has accumulated leave.

Sick leave will be accrued annually at the rate of twelve (12) days per year. Leave shall be vested when earned and may be accumulated up to the maximum allowed by state statute. Earned sick leave hours shall be rounded to the nearest quarter of an hour. Sick leave shall be credited to the employee upon the first day of employment each year. Employees hired after the start of the school year will receive a prorated amount of sick leave based on their respective hire dates.

Sick leave requests which have been approved will be deducted from the employee's accumulated hours. Deductions will be made in one quarter of an hour increments.

Sick leave will not accrue during any absence in which the employee is not being paid by the District.

Sick leave which has been used, but is not later earned, must be repaid to the District. Should the employee cease to work for the District before earning leave that he/she has already used, the pay for that unearned leave will be deducted from the employee's final paycheck. Sick leave accumulated by an employee at the time of leaving the service of the District on a leave of absence may be reinstated only when they return to employment in the District immediately following expiration of the granted leave of absence.

Compensation may not be allowed for accumulated sick leave at the time the employee leaves the employment of the District unless criteria is met for RCW 28A.400.210. However, accumulated leave is transferable from one district to another within the State of Washington. Employees transferring from other districts within the state will be credited with sick leave they have previously accumulated.

#### **Section 8.1.1. Family Leave.**

Employees shall be authorized to utilize sick leave for the following reasons (per RCW 49.26.210): to provide care for a family member with 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(s); or care for a family member who needs preventative medical care. Family means any of the following:

1. 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.
2. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
3. A spouse or registered domestic partner.
4. A grandparent.
5. A grandchild.

1           6. A sibling.

2  
3           In addition other relatives living in the same household are also included.

4  
5           **Section 8.1.2. Annual Sick Leave Buy-Back Program.**

6           In January of the year following any year in which a minimum of sixty (60) days of leave for  
7           illness or injury is accrued, and each January thereafter, any eligible employee may exercise an  
8           option to receive remuneration for unused leave for illness or injury accumulated in the  
9           previous year at a rate equal to one (1) day's monetary compensation of the employee for each  
10          four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for  
11          illness or injury for which compensation has been received shall be deducted from accrued  
12          leave for illness or injury at the rate of four (4) days for every one (1) day's monetary  
13          compensation as per RCW 28A.400.210. For the purposes of sick leave cash out, the  
14          maximum accumulation shall be one hundred eighty (180) days or the maximum allowed by  
15          law.

16  
17          No employee may receive compensation under this section for any portion of leave for illness  
18          or injury accumulated at a rate in excess of one (1) day per month.

19  
20          Each year the Association may conduct a vote of its members to determine if the District will  
21          contribute each eligible employee's annual sick leave cash-out to a Standard or Post-Separation  
22          VEBA plan account in lieu of payment. It is understood that all eligible employees will be  
23          required to follow the results of the Association's vote or be penalized pursuant to IRS rules.  
24          Eligible employees must sign and submit to the District a hold harmless agreement as required  
25          by RCW 28A.400.210. VEBA benefits are outlined in Section 16.5.

26  
27          **Section 8.1.3. Substitute Sick Leave.**

28          Substitute employees shall accrue sick leave in accordance with RCW 49.46.210.

29  
30          **Section 8.1.4. Illness/Injuries Requiring a Dr. Note.**

31          Employees who are ill and miss work for more than three (3) consecutive days may be required  
32          to provide the District with a note issued by a licensed health care provider or other satisfactory  
33          evidence of illness.

34  
35          **Section 8.1.5. Leave Accrual.**

36          Each employee shall have electronic access to view their leave balances and leave accrual.

37  
38          **Section 8.1.6. Extended Time Off For Illness/Injury.**

39          Employees who have expended accumulated leave for illness/injury may extend time off with  
40          pay for illness/injury with use of accumulated vacation and/or personal leave.

41  
42          **Section 8.1.7. Retiree/Separation of Service Sick Leave Buy-Back Program.**

43          Employees, or their estate in the event of separation due to death of the employee, may be  
44          eligible for leave buy-back at the time of retirement or separation from school district  
45          employment as per RCW 28A.400.210. Each year the Association may conduct a vote of its  
46          members to determine if the District will contribute each eligible employee's sick leave cash-  
47          out at retirement or separation from school district employment to a Standard or Post-  
48          Separation HRA VEBA plan account in lieu of payment for eligible days. It is understood that

1 all eligible employees will be required to follow the results of the Association’s vote or be  
2 penalized pursuant to IRS rules. Eligible employees must sign and submit to the District a hold  
3 harmless agreement as required by RCW 28A.400.210. VEBA benefits are outlined in Section  
4 16.5.

5  
6 An eligible employee means (as defined in RCW 28A.400.210[2]:

- 7 1. Employees who separate from employment due to death or an eligible DRS retirement;
- 8 2. 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; or
- 10 3. Employees who separate from employment and who are at least age fifty-five (55) and  
11 have at least fifteen (15) years of service in SERS 2.

12  
13 **Section 8.2. Industrial Insurance.**

14 Employees who are absent for reasons that are covered by industrial insurance and receive time loss  
15 benefits can choose from the following options:

- 16  
17 1. Elect to reimburse or “buyback” hours of accrued leave benefits that were provided by the  
18 District. This amount will be the difference between the amount paid to the employee by the  
19 District and the amount paid by the ESD Workers’ Compensation Trust, to equal an amount of  
20 hours the employee would normally earn.

21  
22 The Association believes that this option is in the best interest of most employees in most  
23 circumstances. Employees may consult with Human Resources if they have questions about their  
24 options under this section. Option 2 may leave employees without access to District health  
25 insurance benefits and options 3 & 4 may exhaust employee leave balances and lead to their  
26 termination from the District.

- 27  
28 2. Elect to only receive time loss benefits from the ESD Workers’ Compensation Trust.
- 29  
30 3. Elect to receive time loss benefits from Workers’ Compensation plus full wages by utilizing  
31 accrued sick leave from the District.
- 32  
33 4. Elect to receive time loss benefits from the ESD Workers’ Compensation Trust plus full wages  
34 by utilizing accrued vacation leave from the District.

35  
36 Employees may change their election at a later date, and any future change will be effective from that  
37 date forward.

38  
39 **Section 8.2.1. Employee Can’t Return to Work in Job Classification.**

40 If an employee cannot be returned to their position based on a physician’s report, and if there is  
41 no light duty available in the job classification, the District is not obligated to employ them in a  
42 different job classification.

43  
44 **Section 8.3. Federal Family Medical Leave Act (FMLA).**

45 The District will comply with provisions of the law when administering leave under FMLA. The  
46 District shall not discharge, threaten to discharge, demote, suspend, discipline or otherwise  
47 discriminate against an employee who uses this leave. All other leaves run concurrently with FMLA.

1 **Section 8.4. Washington State Paid Family Medical Leave (PFML).**

2 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington  
3 State Paid Family and Medical Leave and Insurance Act (WAC 192-630-015). The District will  
4 comply with the provisions of the law when administering leave under Washington PFML.

5  
6 PFML is fully administered by the Washington State Employment Security Department. Employees  
7 should contact Human Resources and/or visit [www.paidleave.wa.gov](http://www.paidleave.wa.gov) for details. The District shall not  
8 discharge, threaten to discharge, demote, suspend, discipline or otherwise discriminate against an  
9 employee who uses this leave.

10  
11 **Section 8.5. Maternity Leave.**

12 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at  
13 such time as the employee, and her medical advisor, deem necessary. Employees granted maternity  
14 leave must return to work not later than six (6) months following the granting of the maternity leave.  
15 Upon application, this leave may be extended for an additional six (6) months. The employee shall  
16 notify the District within thirty (30) working days after the birth of the child of her expected date of  
17 returning to work. Employees granted maternity leave may, at their option, be allowed compensation  
18 for maternity leave in relation to the amount of accrued illness/injury leave credited to her. Before  
19 returning to work, the employee must be certified by her physician as ready and able to return to work.  
20 Maternity Leave may also be granted in accordance with the Family Medical Leave Act (FMLA) and  
21 the Washington Paid Family Leave Act (PFML). FMLA/PFML leaves shall run concurrently.

22  
23 **Section 8.5.1. Parental and Adoption Leave.**

24 Upon application therefore, the District shall grant parental leave. Such leave shall  
25 commence on or about the date of the child's birth. Employees granted parental leave must  
26 return to work not later than six (6) months following the granting of such leave. Upon  
27 application, this leave may be extended for an additional six (6) months. The employee  
28 shall notify the District within thirty (30) working days after the birth or placement of the  
29 child, of the expected date of returning to work.

30  
31 Employees granted parental or adoption leave may, at their option, be allowed  
32 compensation for such leave in relation to the amount of their accrued sick leave. For  
33 Adoption Leave, employees are eligible for up to 12 weeks of leave as per the Family and  
34 Medical Leave Act of 1993, and RCW 49.12. Such leave may be compensated to the extent  
35 the employee has accrued leave. FMLA and PFML leave provisions apply for both  
36 Parental and Adoption leave. FMLA/PFML leaves shall run concurrently.

37  
38 **Section 8.5.2. SEBB Insurance for Newborns/Newly Adopted Children.**

39 New parents have twenty (20) days to notify their SEBB provider of a new dependent.

40  
41 **Section 8.6. Emergency Leave.**

42 Emergency leave shall be granted with pay. Emergency leave may be taken at the employee's  
43 discretion due to a problem that has suddenly precipitated or is unplanned; or where preplanning could  
44 not relieve the necessity for the employee's absence. Emergency leave shall not be taken for personal  
45 pleasure or profit or to extend a holiday or for social or recreational purposes. Such leave shall be  
46 deducted from sick leave. Proof of emergency may be required.

1 **Section 8.7. Sick Leave Sharing.**

2 Employees have the right to participate in the Washington State Leave Sharing Program as per  
3 RCW 41.04.650-665.

4  
5 Per RCW 41.04.650, the legislature finds that: (1) State employees historically have joined  
6 together to help their fellow employees who suffer from, or have relatives or household members  
7 suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental  
8 condition which prevents the individual from working and causes great economic and emotional  
9 distress to the employee and his or her family; (2) state employees have also joined together to  
10 help their fellow employees who are sick or temporarily disabled because of pregnancy disability  
11 or for the purpose of parental leave to bond with the employee's newborn, adoptive, or foster child;  
12 and (3) these circumstances may be exacerbated because the affected employees use all their  
13 accrued sick leave and annual leave and are forced to take leave without pay or terminate their  
14 employment. Therefore, the legislature intends to provide for the establishment of a leave sharing  
15 program.

16  
17 **Section 8.8. Personal Leave.**

18 Each employee shall be entitled to two (2) days personal leave paid per year. After fifteen (15) years  
19 of continuous service with the district, each employee shall be entitled to three (3) days of personal  
20 leave paid per year. Personal leave is neither illness/injury leave nor bereavement leave. Up to eight  
21 (8) days of personal leave may be accumulated. A maximum of five (5) days may be carried forward  
22 in any given year. Personal leave shall be subject to the following restrictions:

- 23
- 24 1. Requests for personal leave shall be delivered to the District Office for pre-approval; no reason  
25 need be given other than the word “personal”.
  - 26 2. No personal leave may be taken the first three (3) student days or the last three (3) student days  
27 of the school year.
  - 28 3. No more than five (5) employees may be granted personal leave on the same day. However,  
29 the five (5) employee limit may be overridden with District approval, upon Supervisor  
30 agreement, if the employee’s absence does not create a hardship for his/her department.
  - 31 4. No more than two (2) days of personal leave may be used to extend a holiday, vacation, or  
32 student non-attendance day. Exceptions may be granted by the District office upon request.
  - 33 5. Employees shall be allowed to cash-out any accumulated, unused personal leave in excess of  
34 four (4) days at one hundred percent (100%) of his/her current pay rate at the end of each  
35 school/contract year.
  - 36 6. Personal leave shall be prorated to the hire date.
  - 37 7. A separate leave bank will be available for personal leave and personal leave balances will be  
38 available to view online.
  - 39 8. Personal leave may be taken in quarter-hour (.25) increments equivalent to fifteen (15) minutes.
  - 40 9. Requests for cashing out personal leave days must be submitted to the District before July 31st  
41 each year for August pay-out.
  - 42 10. Each year the Association may conduct a vote of its members to determine if the District will  
43 contribute each eligible employee’s personal leave cash-out to a Standard or Post-Separation  
44 VEBA plan account in lieu of payment for eligible hours. It is understood that all eligible  
45 employees will be required to follow the results of the Association’s vote or be penalized  
46 pursuant to IRS rules. Eligible employees must sign and submit to the District a hold harmless  
47 agreement as required by RCW 28A.400.210. VEBA benefits are outlined in Section 16.5.
- 48



1 **Section 8.9. Judicial Leave.**

2 Leave with pay shall be granted for jury duty. The employee shall be allowed to keep any  
3 compensation he/she receives for serving as a member of a jury in addition to their regular pay. The  
4 employee must submit a request for leave once directed to report for jury duty. Proof of jury service  
5 must be submitted to the District Office.  
6

7 In the event an employee is summoned to serve as a juror, or subpoenaed as a witness in court, or is  
8 named as a codefendant with the District, such employee shall receive a normal day’s pay for each day  
9 of required presence in court. Such repayment shall not exceed the employee's normal daily pay less  
10 bona fide expenses. These provisions shall not apply and will be considered leave without pay when  
11 an employee appears as the plaintiff, claimant, or defendant on the employee’s own behalf, or in any  
12 action or proceeding in which the District or its agents are a party unless said employee is subpoenaed  
13 by the District. Such employees may request unpaid, personal, emergency or vacation leave. Proof of  
14 Judicial leave must be submitted to the District Office.  
15

16 **Section 8.10. Bereavement Leave.**

17 Each employee shall be entitled to a maximum of five (5) days leave with pay for each occurrence for  
18 absence caused by death to an employee's child, stepchild, grandchild, spouse, domestic partner,  
19 parent, step-parent, grandparent, sibling, or respective relatives of the employee's spouse or registered  
20 domestic partner. The relationship of the deceased person must be specified in the absence request.  
21 Family members are defined by WAC 357-01-172. Such bereavement leave shall not be deducted  
22 from illness/injury leave. Bereavement leave is noncumulative. Additional leave days may be  
23 requested of the superintendent/designee if travel or special conditions exist; provided, however, that  
24 the additional leave days will be deducted from the employee’s illness/injury leave balance.  
25

26 **Section 8.10.1. Funeral Leave.**

- 27 1. Up to one (1) day per occurrence shall be granted for funerals and/or events surrounding the  
28 death of a person not eligible under bereavement leave.  
29  
30 2. Up to two (2) additional days may be requested of the superintendent and/or designee if  
31 travel or special conditions exist. Such funeral leave shall be deducted from illness/injury  
32 leave. Funeral leave is noncumulative.  
33

34 **Section 8.11. Short-Term Unpaid Leave.**

35 With prior approval from the Superintendent/designee, and if possible a minimum of 14 days notice, to  
36 the extent the law provides, an employee may take unpaid leave days. Approval of unpaid leave is  
37 subject to the availability of substitutes and shall not exceed sixty (60) continuous workdays. All  
38 available accrued leave, as appropriate, must be used prior to employee using unpaid leave. Unpaid  
39 leave taken without approval may result in disciplinary action up to and including termination.  
40

41 **Section 8.12. Military Leave.**

42 Military leave shall be granted to classified employees as required by law. Employees shall notify  
43 their immediate supervisor of the intended military leave and a copy of the military orders shall be  
44 submitted in advance of the leave to Human Resources. Military leave with pay shall not exceed  
45 twenty-one (21) working days during each year beginning October 1 and ending the following  
46 September 30. Military leave with pay is in addition to any vacation or sick leave to which the  
47 employee is entitled and does not reduce benefits, performance ratings, privileges, or pay. In addition  
48 to paid military leave, employees shall be granted a military leave of absence without pay and will be



1 reinstated upon their release from duty. While on paid or unpaid military leave or any combination  
2 thereof, no adjustments will be made to the employee's seniority or longevity date.

3  
4 **Section 8.13. Extended Leave of Absence.**

5 Upon recommendation of the immediate supervisor to the superintendent/designee and upon approval  
6 of the board of directors to the extent of the law provides, WAC 357-31-327/330/335, an employee  
7 may be granted an extended leave of absence without pay for a period not to exceed six (6) months.  
8 Upon application, this leave may be extended for an additional six (6) months. This leave may also be  
9 granted when an employee's illness/injury leave is expended and the employee is not able to return to  
10 work. No leave of absence shall be granted for the purpose of allowing an employee to seek or  
11 maintain other gainful employment.

12  
13 **Section 8.13.1. Returning from Leave of Absence.**

14 The returning employee will be assigned to the identical or like position occupied before the  
15 leave of absence. However, provided a vacancy exists for which the employee is qualified, the  
16 employee shall be reinstated to a position equivalent in duties and hourly rate to that held at the  
17 time the request for leave of absence was approved. These positions will not be opened for bid.  
18 The District will fill, for the terms of the leave, those positions with a substitute. Employees  
19 currently on leave will be subject to the Collective Bargaining Agreement in effect when they  
20 were granted their leave.

21  
22 **Section 8.13.2 Accrued Leave.**

23 The employee will retain accrued leave, vested vacation rights, and seniority rights while on  
24 leave of absence. However, vacation credits, seniority and leaves shall not accrue while the  
25 employee is on leave of absence. Employees on unpaid leave of absence will pay any  
26 insurance coverage at their own expense, if/as allowable by SEBB.

27  
28 **Section 8.14. Report of Absences.**

- 29 1. All absences must be entered by the employee into Skyward and Frontline Absence  
30 Management (formerly AESOP), if applicable. Absences for Illness/Injury and Emergency  
31 Leave shall be entered in advance whenever possible, or as soon as reasonably possible  
32 following the absence. Personal leave requires prior approval by the District Office and the  
33 employee's supervisor and shall be entered as much in advance as possible. All other  
34 leaves shall be entered as much in advance as is reasonably possible. All leave used must  
35 also be recorded accurately on the employee's monthly timesheet.
- 36 2. Reasonable effort will be made by the district to secure a qualified substitute, depending on  
37 the position, that will require an absence of one day or more, when requested by the absent  
38 employee and approved by the supervisor.

39  
40  
41  
42 **ARTICLE IX**

43  
44 **VACATIONS**

45  
46 **Section 9.1. Vacation for Year-Round Employees.**

47 All employees subject to this agreement who are scheduled to work twelve (12) months a year shall be  
48 credited with vacation time based on their FTE.

1 **Section 9.1.1. Vacation Accrual.**

2 Each regular full-time employee who has completed twelve (12) consecutive calendar months  
3 of employment shall be eligible for paid vacation. After one (1) year of continuous service  
4 with the District, an employee covered by this Agreement shall be entitled to two (2) weeks at  
5 the current rate of pay in effect when the vacation is taken. After two (2) continuous years of  
6 service with the District, one (1) additional day of paid vacation shall be successively added to  
7 the employee’s vacation until the employee has earned four (4) weeks of vacation. As a  
8 longevity bonus, an additional day of vacation will be added at the following milestones:  
9

- 10 -Upon completion of the 15th continuous year of service with the district.
- 11 -Upon completion of the 20th continuous year of service with the district.
- 12 -Upon completion of the 25th continuous year of service with the district.

13  
14 **Section 9.1.2. Anniversary Date.**

15 For purposes of calculation of years of employment completed, the first day of the fiscal year  
16 following the employee's hire date shall be the beginning point for service credit. Vacation  
17 years of service for twelve (12) month employees shall be credited on a common anniversary  
18 date of September 1; provided, however, that upon completion of the employee’s first twelve  
19 (12) consecutive calendar months, vacation days shall be prorated from their hire date to the  
20 common anniversary date of September 1 and posted to the employee’s account. Partial  
21 prorated days will be rounded to the nearest quarter-hour. At the next common anniversary  
22 date, the employee will receive vacation credits based on the years of service he/she has earned  
23 based on the beginning point of service credit stated above.  
24

25 **Section 9.1.3. Scheduling Vacation.**

26 It is mutually agreed that vacations shall be scheduled at the employee's request. Vacation time  
27 shall be made available to employees within job classification according to seniority.  
28 Summertime vacation schedules must be requested prior to April 15 of each year or seniority  
29 privileges are lost. Summer vacation schedules must be approved by the immediate supervisor  
30 to ensure all weeks during summer have adequate staff.  
31

32 **Section 9.1.4. Approved Vacation.**

33 The District shall make every effort not to rescind vacation leave once given. However,  
34 employees must recognize the operational needs of the district are a priority and may take  
35 precedence over approved vacation leave. If vacation leave is rescinded because of an  
36 emergency, the District will reimburse the employee for any non-refundable expenses. The  
37 employee will need to provide proof of expenses, i.e. receipts, prior to reimbursement.  
38 Reference Board Policy 5411.  
39

40 **Section 9.2. Grandfathered Employees.**

41 Regular full-time and regular part-time employees who were employed during the 2012-2013 school  
42 year and maintain continued employment with the District as a PSE represented bargaining unit  
43 employee will be grandfathered regarding vacation benefits according to the following. When the  
44 grandfathered employees discontinue working in a position represented by PSE or are no longer  
45 employed by the District, Section 9.2 and its subsections will sunset and will no longer be part of this  
46 collective bargaining agreement. The vacation credit to which a grandfathered employee shall be  
47 entitled shall be computed as follows.  
48





1 **Section 9.2.1. Grandfathered Employee Vacation Accrual.**

2 Any current (grandfathered) employee who was hired during the fiscal year of September 1  
3 through August 31, 2012-2013 was granted .83 day vacation for each month or fraction thereof  
4 remaining in that fiscal year. Upon the beginning of the next fiscal year (2013-2014), all such  
5 mid-year hires were credited with ten (10) days vacation.  
6

7 **Section 9.2.2.**

8 Upon completion of the sixth (6th) year of employment, each grandfathered employee will be  
9 granted fifteen (15) days of vacation.  
10

11 **Section 9.2.3.**

12 Upon completion of the seventh (7th) year of employment each grandfathered employee will be  
13 granted sixteen (16) days of vacation. Upon completion of the eighth (8th) year of  
14 employment, each grandfathered employee will be granted seventeen (17) days of vacation.  
15 Upon completion of the ninth (9th) year of employment, each grandfathered employee will be  
16 granted eighteen (18) days of vacation. Upon completion of the tenth (10th) year of  
17 employment, each grandfathered employee will be granted nineteen (19) days of vacation.  
18 Upon completion of the eleventh (11th) and during subsequent years of employment, each  
19 grandfathered employee will be granted twenty (20) days of vacation. Longevity bonus as  
20 described in 9.1.1 also applies.  
21

22 **Section 9.2.4. Grandfathered Employee Service Credit Calculation.**

23 For purposes of calculation of years of employment completed, the first day of the fiscal year  
24 following the grandfathered employee's hire date shall be the beginning point for service credit.  
25

26 **Section 9.2.5. Grandfathered Vacation Calculation for Less Than 12 Month Employees.**

27 Vacations shall be computed on a pro-rata basis for grandfathered employees working less than  
28 twelve (12) months, based on a ratio of the number of assigned workdays, plus the number of  
29 paid holidays falling within those assigned workdays divided by 250. The resulting percentage  
30 is then applied to the grandfathered full-time employee vacation allowance schedule; with the  
31 derived figure (rounded to the nearest half day) being the number of days of vacation that an  
32 employee shall be credited with for the current year.  
33

34 **Section 9.2.6. Grandfathered Vacation Pay for Less Than 12 Month Employees.**

35 Grandfathered employees who work less than twelve (12) months per year shall receive  
36 payment for unused accrued vacation with their July paycheck. Any employee who is  
37 discharged or who terminates employment shall receive payment for unused accrued vacation  
38 credit with their final paycheck.  
39

40 **Section 9.2.7. Scheduling Vacation for Grandfathered 12 Month Employees.**

41 It is mutually agreed that vacations shall be scheduled at the grandfathered employee's request,  
42 provided that request meets the following criteria:  
43

- 44 A. The grandfathered employee's vacation request may involve a day when school is in  
45 session for students not to exceed one (1) week per school year at the discretion of the  
46 supervisor.  
47  
48 B. Maintenance employees may request vacation anytime during the calendar year.

1 Vacation time shall be made available to employees on a seniority basis within job  
2 classification. Summertime vacation schedules must be requested prior to April 15 of each  
3 year or seniority privileges are lost. Summer vacation schedules must be approved by the  
4 immediate supervisor to ensure all weeks during summer have adequate staff.

5  
6 **Section 9.3. Vacation Accrual During Layoff.**

7 Time on layoff will be counted as continuous service for the purpose of establishing and retaining  
8 eligibility rates.

9  
10 **Section 9.4. Payment of Unused Vacation Upon Leaving Employment.**

11 Any employee who is discharged or who terminates employment shall receive payment for unused  
12 accrued vacation credit with their final paycheck. Pay for any vacation time used prior to being earned  
13 will be recaptured from the final pay warrant should the employee cease to work for the District before  
14 earning the pre-used vacation time.

15  
16 **Section 9.5. Vacation Carry-Over for 12 Month Employees.**

17 Any vacation days currently due but unused by the new accrual date each year may be carried over for  
18 one (1) year following the accrual date with the approval of the immediate supervisor and  
19 administration. No vacation may be carried over for more than one (1) year beyond the date on which  
20 it became due; provided, however, no employee shall be denied accrued vacation benefits due to  
21 District employment needs.

22  
23 **Section 9.5.1. Cash Out of Unused Vacation for 12 Month Employees with 10 Years Service**  
24 **Credit.**

25 12-month employees with ten (10) years or more of service can cash out up to five (5) days  
26 each year for the purpose of reducing excess. Request must be in writing and submitted to  
27 payroll by July 31.

28  
29  
30  
31 **ARTICLE X**

32  
33 **SENIORITY**

34  
35 **Section 10.1.**

36 The seniority of an employee within the bargaining unit shall be defined as the first day a new  
37 employee is eligible to work in the District. To be eligible to work in the District a new employee  
38 must be offered and accept a position, complete and turn in all employee forms to the district office  
39 and complete a background check through WSP unless such seniority shall be lost as hereinafter  
40 provided.

41  
42 **Section 10.1.1.**

43 In the event of more than one individual employee having the same seniority date, all  
44 employees so affected shall participate in a drawing by lot to determine position on the  
45 seniority list. The Association and all employees so affected shall be notified in writing of the  
46 date, place, and time of the drawing. The drawing shall be conducted openly and at a time and  
47 place which will allow affected employees and the Association to be in attendance.



1 **Section 10.2. Loss of Seniority Rights.**

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

- 3
- 4 A. Resignation;
  - 5 B. Discharge for any reason contained in this agreement;
  - 6 C. Retirement;
  - 7 D. Change in job classification within the bargaining unit as hereinafter provided (Sect 10.6);
  - 8 and
  - 9 E. Acceptance of a Non-represented position.
- 10

11 **Section 10.3.**

12 Seniority rights shall not be lost for the following reasons, without limitation:

- 13
- 14 A. Time lost by reason of industrial accident, industrial illness or jury duty;
  - 15 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
  - 16 United States;
  - 17 C. Time spent on other authorized leaves of absence; or
  - 18 D. Employee on layoff status for up to twelve (12) months from the date of layoff.
- 19

20 **Section 10.4.**

21 Seniority rights shall be effective within the general job classification. As used in this agreement,  
22 general job classifications are those set forth in Article I, Section 1.3.

23

24 **Section 10.5.**

25 The employee with the most accrued seniority shall have absolute preferential rights regarding shift  
26 selection, vacation periods and special services (including overtime); provided, however, such rights  
27 shall be effective within the area of assignment rather than the job classification. The employee with  
28 the most accrued seniority shall have preferential rights regarding promotions, assignment to new or  
29 open positions, reduction of hours not constituting a layoff, layoffs, and recall from layoff when ability  
30 and performance are substantially equal with those individuals junior to him/her. If the District  
31 determines that seniority rights should not govern because a junior employee possesses ability and  
32 performance substantially greater than a senior employee or senior employees, the District shall set  
33 forth in writing to the employee or employees and the organization's grievance committee chairman its  
34 reasons why the senior employee or employees have been bypassed.

35

36 **Section 10.5.1. Time Added to a Classified Position.**

37 For all classifications except Food Service and Custodial, in the event incremental bits of time  
38 are added to a position that total an hour or more a day per week within a twelve month period,  
39 the position shall be posted for bidding and awarded by classification seniority.

40

41 **Section 10.5.1.1. Time Added to a Food Service or Custodial Position.**

42 For Food Service and Custodial classifications only, in the event incremental bits of  
43 time are added to a position that total more than one (1) hour a day per week within a  
44 twelve month period, the position shall be posted for bidding and awarded by  
45 classification seniority.

46

47

48

1 **Section 10.5.2. Time Decreased From a Classified Position.**

2 In the event incremental bits of time are decreased from a position that total an hour or more a  
3 day per week within a twelve month period, the affected employee will have the right to bump  
4 a junior employee in accordance with the RIF procedures and the reduced position shall be  
5 posted for bidding and awarded by classification seniority.  
6

7 **Section 10.5.3. Part-time Custodial Employees.**

8 Interested regular part-time custodial employees shall be utilized as substitute employees for  
9 other regular and regular part-time custodial employees off work on short-term absences.  
10 Employees shall indicate their interest by signing up with Human Resources at the beginning of  
11 each school year. For substitute jobs of less than five (5) days, employees who have signed up  
12 as substitutes shall be given first opportunity for substituting in their area of assignment in  
13 accordance with the seniority provisions of Section 10.5. First opportunity shall be determined  
14 to be the first telephone call. If no answer is obtained, the opportunity is lost. If no eligible  
15 employee is available in the area of assignment for substituting, then substitutes may be called.  
16 Regular part-time employees utilized as substitutes are eligible for overtime beyond forty (40)  
17 hours per week.  
18

19 **Section 10.5.3.1.**

20 The District may use bargaining unit members to substitute for employees on leave of  
21 absence under Article VIII of the agreement. At the end of the leave of absence, the  
22 member who filled in as a substitute will return to their previous position(s).  
23

24 **Section 10.5.4.**

25 In conjunction with Section 10.5.3, any employee who refuses two offers of additional time  
26 may be removed from the substitute list for the balance of the fiscal year. For purposes of  
27 removal from the substitute list, an unanswered telephone call will not constitute a refusal. The  
28 affected employee shall be notified in writing of his/her removal from the substitute list, such  
29 notice to include the specific dates and times of refusal of additional work. Employees refusing  
30 substitute work while on contractual leaves shall not be credited with a refusal.  
31

32 **Section 10.6.**

33 An employee who changes job classification within the bargaining unit shall retain his/her hire date in  
34 the previous classification for a period of sixty (60) days, except that for purposes of layoff he/she shall  
35 retain such hire date for one (1) year, notwithstanding that he/she has acquired a new hire date and a  
36 new classification.  
37

38 **Section 10.7.**

39 The District shall publicize within the bargaining unit the availability of open positions as soon as  
40 possible after the District is apprised of the opening. All openings will be posted for a minimum of  
41 five (5) working days at each work site and a copy of the posting forwarded to the president of the  
42 Castle Rock Chapter of the Public School Employees of Washington/SEIU 1948. Employees who  
43 desire to apply for an open position will file a written statement with the District.  
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**ARTICLE XI**

**PROBATIONARY PERIOD**

**Section 11.1. Probationary Time for New Hires.**

Each new hire shall remain in a probationary status for a period of sixty (60) working days following the hiring date. The probationary period may be extended by an additional thirty (30) working days, if an evaluation of the employee's performance is completed and the employee does not meet expectations in all performance factors, not to exceed ninety (90) working days total.

**Section 11.2. Transferring Positions Prior to Completion of Original Probationary Time.**

If a new hire in probationary status applies to transfer to another position before the original sixty (60) working days is completed, the District will have an additional sixty (60) working days, to evaluate the employee's performance in the transferred position. The probationary period may be extended by an additional thirty (30) working days if an evaluation of the employee's performance in the transferred position is completed and the employee does not meet expectations in all performance factors. Total probationary period in transferred position is not to exceed ninety (90) working days total.

**Section 11.3. End of Probationary Period.**

At the end of the probationary period, the employee will be subject to all rights and duties contained in this agreement retroactive to his/her hire date.

**Section 11.4. Probationary Discharge.**

Probationary employees may be summarily discharged.

**ARTICLE XII**

**PERFORMANCE EVALUATIONS**

**Section 12.1.**

Employees will be evaluated annually on how well they fulfill the requirements of the job description of their position, how well they relate to fellow workers, students, parents and supervisors in ways that have a direct bearing on how they perform their job. Such evaluations will be completed by the employee's supervisor in writing, and placed into the employee's personnel file. The supervisor/evaluator shall review the evaluation with the employee.

**Section 12.2.**

In the event an employee is given a negative evaluation that may ultimately lead to dismissal, the employee will be given a reasonable amount of time to implement the recommendation(s). The District will provide a specific plan of assistance to help implement the remedial plan which will include re-evaluation.

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## ARTICLE XIII

### DISCHARGE AND NOTICE

**Section 13.1.**

The District may discipline or discharge any employee subject to this agreement for justifiable cause (See Exhibit A). In such cases, the District will initiate a progressive discipline procedure which may include the following steps.

1. Oral Warning.
2. Written Warning.
3. Suspension Without Pay (3 to 5 days).
4. Termination.

**Section 13.1.1.**

Any discipline of any employee by a supervisor, administrator, or other agent of the district shall be made in confidence and never in the presence of students, parents of students, other employees, or at public gatherings. All critiques made shall be confidential. Provided, that pursuant to Section 3.3, employees have the right to have Association representatives present.

**Section 13.1.2. Weingarten Rights.**

An employee shall be entitled to have present a representative of the Union during any investigative or disciplinary meeting, which might reasonably be expected to lead to disciplinary action (see Exhibit B). In such circumstances, the District shall advise the employee that he or she is entitled to union representation.

**Section 13.1.3. Loudermill Rights.**

Prior to disciplinary action that may result in loss of pay, employees shall be afforded Loudermill rights to due process (see Exhibit C).

**Section 13.2.**

The issue of justifiable cause shall be resolved in accordance with the grievance procedures of this agreement.

**Section 13.3.**

Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.

**Section 13.4. Contracting.**

Should the District contract out work of employees covered by this agreement, the District agrees to follow all applicable state rules and regulations governing educational contracting out pursuant to RCW 28A.400.285.



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## ARTICLE XIV

### LAYOFF

#### **Section 14.1. Layoff Notification.**

The District may lay off any employee subject to this agreement provided, however, that the District shall give two (2) weeks notice of layoff.

#### **Section 14.2. Notification To Non-Annual Employees.**

This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.

##### **Section 14.2.1.**

Should the District decide to lay off any non-annual employee for the next work year, the employee shall be so notified in writing by August 1st.

#### **Section 14.3. Reemployment List.**

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District and shared with the Association according to layoff ranking. Such employees are to have priority in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for one (1) year.

#### **Section 14.4. Address Notification.**

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

#### **Section 14.5. Reemployment Rights Forfeiture.**

An employee shall forfeit rights to reemployment as provided in Section 14.3 if the employee does not comply with the requirements of Section 14.4, or if the employee does not respond to the offer of reemployment within seven (7) working days.

#### **Section 14.6. Seniority and Benefits Forfeiture.**

An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

#### **Section 14.7. Restored Benefits After Layoff.**

All accrued benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave and seniority, will be restored to the employee upon return to active employment and the employee will be placed on the proper step of the salary schedule according to the employee's experience.



1 **ARTICLE XV**

2 **RETIREMENT**

3  
4  
5 **Section 15.1.**

6 In determining whether an employee subject to this agreement is eligible for participation in an  
7 applicable Washington State retirement system, the District shall report all hours worked, whether  
8 straight time, overtime, or otherwise.

9  
10 **Section 15.1.1.**

11 Pursuant to RCW 41.40.038, the District shall make all employer retirement contributions  
12 necessary to enable the employee to continue to accrue service credit during an absence from  
13 work due to a work-related injury for a period not to exceed twenty-four (24) consecutive  
14 months.

15  
16  
17 **ARTICLE XVI**

18 **INSURANCE AND BENEFITS**

19  
20  
21  
22 **Section 16.1. School Employees Benefits Board (SEBB) Program.**

23 The School Employees Benefits Board (SEBB) Program administers health insurance and other  
24 benefits to all employees in school districts. Currently eligible employees include those who are  
25 anticipated to work 630 hours or more per school year. This is subject to change depending on  
26 legislation.

27  
28 In addition to Medical, Dental and Vision coverage, the SEBB Program currently offers optional  
29 benefits such as a Dependent Care Assistance Program, Medical Flexible Spending Arrangement  
30 (FSA), life insurance, accidental death and dismemberment insurance, and long-term disability  
31 insurance.

32  
33 Information concerning available SEBB Program benefits, along with eligibility, enrollment, plan  
34 details, premiums, etc. may be found at the HCA/SEBB website linked  
35 here: <https://www.hca.wa.gov/employee-retiree-benefits/about-sebb>

36  
37 **Section 16.1.1. Employer Contribution.**

38 The District shall provide to the School Employees Benefit Board (SEBB) Program, for each  
39 eligible employee, the appropriate employer contribution as determined by the State.

40  
41 **Section 16.1.2. COBRA.**

42 When an employee exhausts all accumulated leave, including shared and family leave, the  
43 employee will be offered COBRA coverage at their own expense. Any and all optional  
44 coverage selected by the employee shall be paid by the employee.

45  
46 **Section 16.1.3. SEBB Insurance for Newborns/Newly Adopted Children.**

47 New parents have twenty (20) days to notify their SEBB provider of a new dependent.  
48





1 **Section 16.2. Liability Insurance.**

2 The District will provide liability insurance coverage for all employees as covered by state statute.

3  
4 **Section 16.3. Workers' Compensation.**

5 The District shall make required contributions to an ESD #112 operated self-insurance pool for  
6 worker's compensation on behalf of all employees subject to this agreement.

7  
8 **Section 16.4. Employee Benefits.**

9 The District shall make available to eligible employees all insurance benefit information and allow  
10 such employees to sign up for appropriate coverages as defined in Section 16.1.

11  
12 **Section 16.5. HRA VEBA Plan.**

13 The District offers employees the opportunity to participate in a Standard or Post-Separation HRA  
14 VEBA Plan. An HRA VEBA (Voluntary Employees Beneficiary Association) Plan is a health  
15 reimbursement arrangement authorized under the Internal Revenue Service code 501(c)(9), and is  
16 administered by VEBA Trust. A health reimbursement arrangement (HRA) is an account-based health  
17 plan you can use, after becoming claims-eligible, to reimburse your qualified out-of-pocket medical  
18 care costs as defined by the IRS. Common qualified expenses include copays, deductibles,  
19 prescription drugs, retiree insurance premiums, etc. An HRA is not an insurance plan, and you do not  
20 pay a premium. Contributions, investment earnings, and withdrawals (claims) are tax-free.

21  
22 Under the Standard HRA Plan, participants can file claims at any time (subject to their employer's plan  
23 design). Under the Post-separation HRA Plan, participants must first separate from service or retire  
24 from their employer before becoming claims-eligible. In addition, Post-separation HRA Plan  
25 participants who separate from service or retire and become re-employed by the employer that made or  
26 is making contributions to their Post-separation HRA Plan account will not be eligible to file claims to  
27 that account for medical care expenses and premiums incurred while re-employed. All other terms and  
28 conditions are the same. You do not need to choose a plan. Your employer will automatically direct  
29 its contributions for you to either the Standard HRA Plan or Post-separation HRA Plan. Generally, this  
30 will depend upon whether you are enrolled in or covered by your employer's group health plan or  
31 another qualified group health plan. More information about VEBA is available at [www.veba.org](http://www.veba.org).

32  
33 The Association will conduct an annual vote to determine if the District will contribute each eligible  
34 employee's sick leave, personal leave and vacation cash-outs, both annual and/or at  
35 Retirement/Separation from School District Employment, to a VEBA plan account. The Association  
36 may also vote for mandatory monthly contributions to be payroll deducted and contributed to VEBA  
37 on behalf of each eligible employee. It is understood that all employees will be required to follow the  
38 results of the Association's vote or be penalized pursuant to IRS rules. Eligible employees must sign  
39 and submit to the District a hold harmless agreement as required by RCW 28A.400.210.



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**ARTICLE XVII**

**VOCATIONAL TRAINING AND WORKPLACE SAFETY**

**Section 17.1. Required Training Courses.**

Employees attending training courses required by state regulations or District policy as a condition of employment will be paid by the school district, at the employee's regular hourly rate of pay if it is during the employee's normal work hours, plus any fee, tuition, or transportation costs (including mileage when using own vehicle). If the course is taken outside the employee's normal work hours, reimbursement will be according to Schedule A.

**Section 17.1.1. Food Handler Card Reimbursement.**

Food service workers will be reimbursed for the cost of renewing food worker cards as required by law.

**Section 17.2. Training Fund.**

A fund totaling \$3,000.00 will be established each year and may be utilized for the following purposes, with prior approval from the District Office. Requests for reimbursement must be submitted no later than September 1. Reimbursement will be disbursed no later than November 1, annually.

**Section 17.2.1. Reimbursement for Classes/Training Taken.**

Expenses and materials for courses of study which would be of mutual benefit to the employee and the District.

**Section 17.2.2. Reimbursement for Vocational Courses.**

Purchase of recognized vocational courses from local, state, or national educational institutes which would improve the potential of employees subject to this agreement.

**Section 17.3. Education Incentive Program.**

The District will institute an education incentive program for completion of approved training over and above what is required for the position of their current job classification. Bargaining unit employees who enroll in and complete an approved training program directly related to their current job classification, and those employees who have previously completed an approved training program directly related to their current job classification, shall receive added compensation in the amount of:

Food Service ASFSA Certification = 20¢ per hour

Mechanic ASE Certification = 20¢ per hour

Programs completed within the range of 27-39 credits or 270-399 clock hours = 50¢ per hour

Programs completed within the range of 40-80 credits or 400-800 clock hours or an AA degree related to the job classification = 75¢ per hour

Education incentives will be applied according to employee's status on September 1 of that school year. Employee shall provide transcripts, certificates, or other documentation to Human Resources on or before September 1 to be eligible for education incentive. A joint committee consisting of one

1 representative from each classification of the Association and an equal number from the District shall  
2 determine what constitutes approved training under this section.

3  
4 **Section 17.4. Apprenticeship.**

5 All employees enrolled as apprentices by the Washington Public School Classified Employees Joint  
6 Apprenticeship and Training Committee (WPSCEJATC) shall be subject to all terms of this  
7 agreement; except that the WPSCEJATC shall have jurisdiction to insure that apprentices successfully  
8 complete all requirements of the program as approved and registered with the Washington State  
9 Apprenticeship and Training Council.

10  
11 **Section 17.4.1.**

12 In the event an apprentice is deemed unsuccessful by the local JATC in completing any or all  
13 parts of the approved standards, such apprentice waives contractual recourse through the  
14 grievance procedure.

15  
16 **Section 17.4.2.**

17 The maximum approved ratio of apprentice to journey level employees shall be one-to-one. If,  
18 at any given time, those requesting apprentice status exceeds the one-to-one ratio, employees  
19 shall be selected based upon seniority.

20  
21 **Section 17.4.3.**

22 Participation in the apprenticeship program shall be completely voluntary.

23  
24 **Section 17.4.4.**

25 Persons employed on the effective date of this agreement may apply for the apprenticeship  
26 program at any time new enrollees are accepted. Applications will be accepted annually prior  
27 to October 1.

28  
29 **Section 17.4.5.**

30 Such employees shall receive partial credit for time worked in the District as determined by the  
31 WPSCEJATC.

32  
33 **Section 17.5. Pay for Time at Trainings/Meetings.**

34 Employees shall be paid for all hours in attendance at trainings and/or District meetings required as a  
35 condition of continued employment. This does not extend to training sessions for prospective new  
36 employees. Pay for approved trainings and/or meetings shall be at the employee's regular rate of pay.

37  
38 When the Union and the District agree to labor/management meetings during regularly scheduled  
39 work hours, participating union members shall receive pay for their regular hours. When the  
40 Union and the District agree to meet in negotiation meetings during regularly scheduled work  
41 hours, negotiations team members shall receive pay for their regular hours.

42  
43 **Section 17.5.1. Food Service Workers' Training.**

44 Food service workers will be compensated at their regular rate of pay for all hours in  
45 attendance at trainings required as a condition of continued employment. The District will pay  
46 for registration, travel, and all other costs associated with this training following District  
47 policies and procedures. Employees shall be paid at their regular rate of pay for all time spent

engaging in such training annually. Each cafeteria employee shall be given one extra day for training which will consist of four (4) to eight (8) hours of pay.

**Section 17.5.2. Paraeducator Training.**

The District agrees to comply with Washington State Law regarding Paraeducator training requirements.

**Section 17.6. Workplace Safety.**

Health and Safety protocols will be clearly communicated and provided in writing to all employees at each site. The district will have a Safety committee with representation from PSE. If meetings are not conducted on work time, PSE employee will receive hourly compensation as per Schedule A.

**Section 17.6.1. Asbestos.**

District and classified employees working with asbestos shall be trained and certified before performing work per Chapter 296-65 of the WAC.

**Section 17.6.2. Absent Building Administration.**

In the absence of a building principal or designee, an employee shall not be held accountable or made responsible for the administration or supervision of the building.

**Section 17.7. Immunizations.**

The District may request proof of immunizations from its employees. Once immunization records have been provided to the District, such records shall be maintained in the employee's personnel file. No specific vaccine shall be required as a condition of employment unless ordered by the Washington State Department of Health. Employees without required vaccinations may only be excluded from the work site if so ordered by the Washington State Department of Health.

If an employee submits documentation authorizing a medical or religious exemption from a required immunization, they shall be provided the consideration, on a case by case basis, to work off-site, or if they choose not to work, shall be entitled to utilize any paid or unpaid leave options available.

**ARTICLE XVIII**

**POSITION DESCRIPTIONS**

**Section 18.1.**

Descriptions for all positions subject to this agreement are available in the district office upon request. The District will provide new position descriptions with proposed pay rates to the Association president. If the Association does not respond within five (5) working days from receipt and there is a vacancy, the position may be posted and filled as per the District's determination. Any changes subsequently negotiated will be retroactive to the date of new hire.

**Section 18.2.**

Modification of existing position descriptions shall require reopening of this agreement pursuant to Article XXIV, Section 24.3, to negotiate appropriate pay rates.



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## ARTICLE XIX

### ASSOCIATION MEMBERSHIP

**Section 19.1. PSE Regular Dues Checkoff.**

The employer shall deduct PSE state dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington. Transmissions will include payments and an electronic list of all represented employees with deduction amounts. Transactions will be received by the first Monday following payroll. Submissions are to include all employees covered by the Collective Bargaining Agreement. A dues remittance form needs to accompany the payment every month and include membership status changes.

**Section 19.2. Authorizations and Revocations.**

An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington (PSE). If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to PSE.

Upon receiving notice of the employee's authorization from PSE, the employer shall deduct from the employee's salary membership dues and remit the amounts to PSE by the first Monday following payroll.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to PSE in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the employer if the authorization is not obtained by the employee to PSE. After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction effective on the first payroll after receipt of the confirmation. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

**Section 19.3. New Hires.**

The District will notify the Association of all new hires within ten (10) working days of the hire date.

**Section 19.4. Political Action Committee.**

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union.



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**ARTICLE XX**

**CHECKOFF**

**Section 20.1.**

The District shall transmit all dues and/or voluntary political contributions deducted to the treasurer of the Public School Employees of Washington/SEIU 1948 on a monthly basis. Local membership dues shall be paid each October by payroll deduction and will be submitted to the local affiliate chapter of Public School Employees of Castle Rock.

**Section 20.2. Hold Harmless.**

The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to valid membership.

**ARTICLE XXI**

**GRIEVANCE PROCEDURE**

**Section 21.1.**

Grievances or complaints arising between the District and its employees within the bargaining units 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.

**Section 21.2. Grievance Steps.**

**Section 21.2.1.**

The employee shall first discuss the grievance with his/her immediate supervisor. If the employee wishes, he/she may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing.

**Section 21.2.2.**

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

- A. The facts on which the grievance is based;
- B. A reference to the provisions in this agreement, which have been allegedly violated; and
- C. The remedy sought.

The employee shall submit the written statement of grievance to his/her immediate supervisor within thirty (30) days for reconsideration and shall submit a copy to the official in the administration responsible for personnel. The parties will have five (5) working days from submission of the written statement of grievance to resolve it by indicating on the statement of



1 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall  
2 sign it.

3  
4 **Section 21.2.3.**

5 If no settlement has been reached within the five (5) days referred to in the preceding  
6 subsection, and the Association believes the grievance to be valid, a written statement of  
7 grievance shall be submitted within fifteen (15) working days to the District superintendent or  
8 his/her designee. After such submission, the parties will have ten (10) working days from  
9 submission of the written statement of grievance to resolve it by indicating on the statement of  
10 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall  
11 sign it.

12  
13 **Section 21.2.4.**

14 If no settlement has been reached within the ten (10) days referred to in the preceding  
15 subsection, and the Association believes the grievance to be valid, a written statement of  
16 grievance shall be submitted within fifteen (15) working days to the District board of directors.  
17 After such submission, the parties will have thirty (30) working days from submission of the  
18 written statement of grievance to resolve it by indicating on the statement of grievance the  
19 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The  
20 board of directors reserves the right to summon the employee for an oral statement of the  
21 grievance. The employee reserves the right to appear before the board of directors to explain  
22 the grievance. At any appearance before the board of directors, the employee may be  
23 accompanied by an Association representative or designee.

24  
25 **Section 21.2.5.**

26 If no settlement has been reached within the thirty (30) days referred to in the preceding  
27 subsection, and the Association believes the grievance to be valid, the employee may demand  
28 arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the  
29 interpretation or the application of this agreement shall then be submitted to the state Public  
30 Employment Relations Commission. The parties further agree to accept the arbitrator's award  
31 as final and binding upon them.

32  
33 **Section 21.3.**

34 The grievance or arbitration discussions shall take place whenever possible on school time. The  
35 employer shall not discriminate against any individual employee or the Association for taking action  
36 under this article.

37  
38  
39  
40 **ARTICLE XXII**

41  
42 **SALARIES**

43  
44 **Section 22.1. Salaries.**

45 Salaries contained in Schedule A shall be for the entire term of this agreement, subject to the terms and  
46 conditions of Article XXIV. Should the date of execution of this agreement be subsequent to the  
47 effective date, salaries, including overtime, shall be retroactive to the effective date.



1 **Section 22.1.1. Longevity.**

2 Employees will receive longevity stipends for continuous years of employment with Castle  
3 Rock School District at the rate listed below. An approved leave of one (1) year or less will not  
4 affect the continuous employment requirement.

After 5 years	After 10 years	After 15 years	After 20 years	After 25 years
\$0.25	\$0.25	\$0.25	\$0.25	\$0.25

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6  
7  
8  
9 **Section 22.1.2. Salary Step Increases.**

10 Longevity salary step increases, where applicable, shall take effect on September 1 of each  
11 year. To be eligible for a salary step increase, an employee must have worked at least one-half  
12 (1/2) of the preceding work year.

13  
14 **Section 22.1.3. Longevity Credit When Changing Positions.**

15 Any employee who changes job positions or classifications shall receive full longevity credit  
16 regarding step placement on Schedule A.

17  
18 **Section 22.2. Retroactive Pay.**

19 Retroactive pay, where applicable, shall be paid not later than the second regular payday following  
20 execution of this agreement.

21  
22 **Section 22.3. Reporting and Calculating Hours.**

23 For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (1/4)  
24 hour. Employees shall report all hours worked and all authorized leaves on their timesheet and submit  
25 them to District payroll each month.

26  
27 **Section 22.3.1. Timesheet Submittal Timeline.**

28 If an employee does not submit all hours worked and all authorized leaves on their  
29 timesheet no later than the 5th of the month following the last working day of the pay  
30 period, his/her pay may be delayed by one pay period. Payroll will provide a minimum of  
31 one written notice as a reminder prior to such action being taken. This written notice may  
32 be in the form of a work email.

33  
34 **Section 22.4. Travel Reimbursement.**

35 Any employee required to do any traveling in a private vehicle for school business shall be reimbursed  
36 at the rate governed by the IRS. Travel between buildings and/or job sites is specifically excluded  
37 from said reimbursable travel.

38  
39 **Section 22.5. Room and Board Arrangements.**

40 The District will make room and board arrangements for employees required to remain overnight on  
41 District business. All such expenses will be assumed by the District.

42  
43 **Section 22.6. Payroll Date.**

44 Employees will be paid on the last business day of each month.  
45  
46





1 **Section 22.7. Correction of Payroll Errors.**

2 Employees must receive email notification regarding the error and corrective action will be agreed  
3 upon by the district and the employee.

4  
5 Underpayments: In the event of payroll errors which have resulted in underpayments(s) to employees,  
6 the district shall correct the error no later than the second regular payday following the discovery of the  
7 error.

8  
9 Overpayments: Following email notification to the employee, errors resulting in overpayment(s) shall  
10 be corrected on the next payroll cycle to the proper rate of pay, provided that before the district reduces  
11 the corrected pay rate to recover the prior overpayments, the district and employee will attempt to  
12 work out a repayment agreement through payroll deductions from the corrected rate or direct  
13 payments. If no repayment agreement is reached within one payroll cycle after correction of the initial  
14 error, the District may provide written notice to the employee that it will recover the overpayment  
15 under this agreement using payroll deductions consistent with the procedures and limitations set forth  
16 in RCW 49.48.200, and the employee’s right to grieve such action, provided that any grievance does  
17 not stay implementation of the payroll deductions.

18  
19 **Section 22.8.**

20 All regular full-time and part-time employees shall have their base salary calculated on an annual  
21 basis, divided by twelve (12) and paid in twelve (12) equal monthly payments, September through  
22 August. Any overtime and extra work hours will be paid on a time-card basis. Should an employee  
23 not work the total number of hours anticipated during a pay period, the unworked portion shall be  
24 deducted from the employee's paycheck during that pay period. Employees leaving employment with  
25 the District at any time prior to August 31 will have a recalculation of compensation earned and due  
26 upon separation and final pay. Any compensation paid but not yet earned at the time of separation  
27 from employment will be recaptured from the employee’s final pay. Employees having their base  
28 salary divided into equal payments will receive an itemized statement showing the calculation of  
29 projected work days, projected holidays, projected vacation days for 12-month employees, projected  
30 vacation hours paid for less than 12-month employees, if applicable, projected annual salary, and the  
31 estimated monthly payment.

32  
33  
34  
35 **ARTICLE XXIII**

36  
37 **SEPARABILITY OF PROVISIONS**

38  
39 **Section 23.1.**

40 If any provision of this agreement or the application of any such provision is held invalid, the  
41 remainder of this agreement shall not be affected.

42  
43 **Section 23.2.**

44 Neither party shall be compelled to comply to any provision of this agreement which conflicts with  
45 state or federal statutes or regulations. All RCW’s, WAC’s, School Board Policies, and Citations are  
46 subject to change.



1 **Section 23.3.**

2 In the event either of the foregoing sections is determined to apply to any provision of this agreement,  
3 such provision shall be renegotiated pursuant to Section 24.3..  
4  
5

6  
7 **ARTICLE XXIV**

8  
9 **TERM**

10  
11 **Section 24.1.**

12 The term of this agreement shall be September 1, 2021 to August 31, 2024.  
13

14 **Section 24.1.1.**

15 The collective bargaining agreement shall be reopened for the purpose of negotiating salaries in  
16 the spring of 2023 no later than July of 2023.  
17

18 **Section 24.2.**

19 All provisions of this agreement shall be applicable to the entire term of this agreement  
20 notwithstanding its execution date, except as provided in 24.3.  
21

22 **Section 24.3. Mutual Consent for Reopening/Modifying the Collective Bargaining Agreement.**

23 This agreement may be reopened and modified at any time during its term upon mutual consent of the  
24 parties in writing; provided, however, that all state increases for benefits and classified salaries shall be  
25 passed through for each year of this agreement. This agreement shall be reopened by mutual consent  
26 as necessary to consider the impact of any legislation enacted following execution of this agreement  
27 which may arguably affect the terms and conditions herein or create authority to alter personnel  
28 practices in public employment.  
29

30 **Section 24.3.1.**

31 The union/district shall have the right to open the contract at any time to deal with Health  
32 Insurance issues related to compliance with state or federal law and/or potential employee  
33 eligibility for subsidies or tax credits from the Federal government. The District agrees to  
34 cooperate with the union to the extent that the union requests do not cause the District to incur  
35 fines, taxes, sanctions or any substantial negative financial impact.  
36

37 **Section 24.3.2.**

38 Should the State of Washington implement training and paraeducator certification requirements  
39 as a condition of continued employment as a paraeducator in K-12 public schools, this  
40 agreement, including Schedule A, will be reopened to bargain the effect of the new  
41 requirements on bargaining unit paraeducators.  
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**SIGNATURE PAGE**

**PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948**

**PUBLIC SCHOOL EMPLOYEES  
OF CASTLE ROCK**

**CASTLE ROCK SCHOOL DISTRICT #401**

BY: Becky McGhee  
Becky McGhee, Chapter President

BY: Vilas Sundberg  
Vilas Sundberg, Chair, School Board

DATE: 10-12-2021

DATE: 10/13/21

BY: Ryan Greene  
Ryan Greene, Superintendent



**Schedule A**  
**Castle Rock School District**  
**September 1, 2021 – August 31, 2024**

CUSTODIAL MAINTENANCE	BASE	LONGEVITY	LONGEVITY	LONGEVITY	LONGEVITY	LONGEVITY
		5 Years	10 Years	15 Years	20 Years	25 Years
		\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Maintenance Lead	28.55	28.80	29.05	29.30	29.55	29.80
Maintenance Specialist	26.76	27.01	27.26	27.51	27.76	28.01
Maintenance Multi-Skilled	23.24	23.49	23.74	23.99	24.24	24.49
Custodial/Light Maintenance	21.14	21.39	21.64	21.89	22.14	22.39
Custodian	20.62	20.87	21.12	21.37	21.62	21.87

FOOD SERVICE	BASE	LONGEVITY	LONGEVITY	LONGEVITY	LONGEVITY	LONGEVITY
		5 Years	10 Years	15 Years	20 Years	25 Years
		\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Head Cook	20.37	20.62	20.87	21.12	21.37	21.62
Cook's Helper	17.62	17.87	18.12	18.37	18.62	18.87
Hourly Staff	16.96	17.21	17.46	17.71	17.96	18.21

PARAEDUCATORS	BASE	LONGEVITY	LONGEVITY	LONGEVITY	LONGEVITY	LONGEVITY
		5 Years	10 Years	15 Years	20 Years	25 Years
		\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Level 1	17.85	18.10	18.35	18.60	18.85	19.10
Level 2 (Student Specific/EBD/Lifeskills)	18.71	18.96	19.21	19.46	19.71	19.96
Level 3 (Motor Therapy/Lead/Etc)	20.57	20.82	21.07	21.32	21.57	21.82

HEALTH CARE	BASE	LONGEVITY	LONGEVITY	LONGEVITY	LONGEVITY	LONGEVITY
		5 Years	10 Years	15 Years	20 Years	25 Years
		\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Health Care Coordinator	24.26	24.51	24.76	25.01	25.26	25.51
Health Care Assistant	19.62	19.87	20.12	20.37	20.62	20.87

TRANSPORTATION	BASE	LONGEVITY	LONGEVITY	LONGEVITY	LONGEVITY	LONGEVITY
		5 Years	10 Years	15 Years	20 Years	25 Years
		\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Mechanic	28.34	28.59	28.84	29.09	29.34	29.59
Driver Trainer	24.75	25.00	25.25	25.50	25.75	26.00
Bus Drivers: Driving	22.47	22.72	22.97	23.22	23.47	23.72
Bus Drivers: Stand By	17.36	17.61	17.86	18.11	18.36	18.61

SECRETARIAL	BASE	LONGEVITY	LONGEVITY	LONGEVITY	LONGEVITY	LONGEVITY
		5 Years	10 Years	15 Years	20 Years	25 Years
		\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Level 1	23.19	23.44	23.69	23.94	24.19	24.44
Level 2	21.41	21.66	21.91	22.16	22.41	22.66
Level 3	20.49	20.74	20.99	21.24	21.49	21.74

TECHNOLOGY	BASE	LONGEVITY	LONGEVITY	LONGEVITY	LONGEVITY	LONGEVITY
		5 Years	10 Years	15 Years	20 Years	25 Years
		\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Technology Specialist	23.62	23.87	24.12	24.37	24.62	24.87

Sub Caller gets \$2/hr extra

Head Cook Coordination for USDA gets \$1.70/hr extra

Secretary responsible for F & R and Bilingual gets \$3.40/hr extra (\$2.55 F & R plus \$.85 Bilingual)





1 **EXHIBIT B — WHAT IS THE “WEINGARTEN RIGHT”?**

2  
3 The "Weingarten right," referenced in Section 13.1.2, requires that an employee be given the  
4 opportunity to have union representation at an employer's investigatory interview pertaining to the  
5 discipline, discharge or suspension of that employee. This rule recognizes that the presence of an able  
6 union representative at an investigatory interview may assist the employer in obtaining facts, and may  
7 help both sides save valuable time in getting to the bottom of the issue. This opportunity includes the  
8 following principles:

- 9  
10 1. The employee must request union representation.  
11  
12 2. Rescheduling a meeting to permit a union representative to be present may be appropriate, but  
13 the unavailability of a union representative may not unreasonably delay the investigation.  
14  
15 3. The right applies to situations where the employee reasonably believes the investigation will  
16 result in disciplinary action. This right does not pertain to "run-of-the-mill-shop-floor  
17 conversations" including but not limited to giving instructions, training or needed correction of  
18 work techniques.  
19  
20 4. The union representative's role is to assist the employee, not to disrupt or obstruct the  
21 interview. The representative's role may include clarifying facts or suggesting other employees  
22 with relevant knowledge.  
23  
24 5. If an employee requests union representation, the employer may decide to continue the  
25 investigation without interviewing the employee. The employer is not required to justify this  
26 decision.

27  
28 These duties and responsibilities are printed here for the education of employees and supervisors, and  
29 not as a limitation on the rights of the parties in any particular case.  
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1                                   **EXHIBIT C — WHAT IS THE “LOUDERMILL RIGHT”?**

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3    The "Loudermill right," referenced in Section 13.1.3, is a constitutional right to fundamental fairness in  
4    proceedings relating to the discharge of public employees. The Loudermill right requires that public  
5    employees with a property interest in continued employment be afforded the following elements of due  
6    process prior to suspension or termination:

- 7  
8           1. A clear and actual notice of the reasons for suspension or termination in sufficient detail to  
9           enable the employee to present evidence relating to them.  
10  
11          2. Notice of the evidence supporting the allegations against the employee and the specific nature  
12          of factual basis for the charges.  
13  
14          3. A reasonable time and opportunity to present evidence in the employee's own defense.  
15  
16          4. A formal or informal hearing before an impartial decision-maker.

17  
18    The pre-suspension or termination hearing need not definitely resolve the propriety of the discharge. It  
19    should be an initial check against mistaken decisions-essentially, a determination of whether there are  
20    reasonable grounds to believe that the charges against the employee are true and support the proposed  
21    action.

22  
23    This information is provided for the education of employees and supervisors and is not a limitation on  
24    the rights of the parties in any particular case.  
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**LETTER OF AGREEMENT**

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF CASTLE ROCK, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE CASTLE ROCK SCHOOL DISTRICT #401. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXIV. SECTION 24.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

1. All Classified staff will receive a 2.5% increase or IPD whichever is higher for the 21-22 school year.
2. All Classified staff will receive a 2% increase or IPD whichever is higher for the 22-23 school year.
3. Salaries will be reopened for bargaining for the 23-24 school year.

This Letter of Agreement shall be effective upon signatures; shall remain in effect until August 31, 2024; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES  
OF CASTLE ROCK #503

CASTLE ROCK SCHOOL DISTRICT #401

BY: Becky McGhee  
Becky McGhee, Chapter President

BY: Ryan Greene  
Ryan Greene, Superintendent

DATE: 6-23-2022

DATE: 7-6-2022



1 **LETTER OF AGREEMENT**

2  
3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING  
4 AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF CASTLE ROCK, AN  
5 AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND  
6 THE CASTLE ROCK SCHOOL DISTRICT NO. 401. THIS AGREEMENT IS ENTERED INTO  
7 PURSUANT TO ARTICLE XXIV, SECTION 24.3 OF THE CURRENT COLLECTIVE  
8 BARGAINING AGREEMENT.  
9

10  
11 The parties agree to the following:

- 12  
13 1. That Schedule A be amended to read as attached.  
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21 This Letter of Agreement shall become effective September 1, 2022; shall remain in effect until  
22 August 31, 2023; and be attached to the current Collective Bargaining Agreement.  
23  
24  
25

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

29 PUBLIC SCHOOL EMPLOYEES  
30 OF CASTLE ROCK #503

CASTLE ROCK SCHOOL DISTRICT #401

31  
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33  
34 BY: Becky McGhee  
35 Becky McGhee, Chapter President  
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38 BY: Ryan Greene  
39 Ryan Greene, Superintendent  
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DATE: 9-12-22

DATE: 9/12/22



**Schedule A**  
**Castle Rock School District**  
**September 1, 2022 – August 31, 2023**

<b>CUSTODIAL MAINTENANCE</b>		<b>BASE</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>
			5 Years	10 Years	15 Years	20 Years	25 Years
			\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Maintenance Lead		30.12	30.37	30.62	30.87	31.12	31.37
Maintenance Specialist		28.23	28.48	28.73	28.98	29.23	29.48
Maintenance Multi-Skilled		24.52	24.77	25.02	25.27	25.52	25.77
Custodial/Light Maintenance		22.30	22.55	22.80	23.05	23.30	23.55
Custodian		21.75	22.00	22.25	22.50	22.75	23.00
<b>FOOD SERVICE</b>		<b>BASE</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>
			5 Years	10 Years	15 Years	20 Years	25 Years
Head Cook		21.49	21.74	21.99	22.24	22.49	22.74
Cook's Helper		18.59	18.84	19.09	19.34	19.59	19.84
Hourly Staff		17.89	18.14	18.39	18.64	18.89	19.14
<b>PARAEDUCATORS</b>		<b>BASE</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>
			5 Years	10 Years	15 Years	20 Years	25 Years
Level 1		18.83	19.08	19.33	19.58	19.83	20.08
Level 2 (Student Specific/EBD/Lifeskills)		19.74	19.99	20.24	20.49	20.74	20.99
Level 3 (Motor Therapy/Lead/Etc)		21.70	21.95	22.20	22.45	22.70	22.95
<b>HEALTH CARE</b>		<b>BASE</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>
			5 Years	10 Years	15 Years	20 Years	25 Years
Health Care Coordinator		25.59	25.84	26.09	26.34	26.59	26.84
Health Care Assistant		20.70	20.95	21.20	21.45	21.70	21.95
<b>TRANSPORTATION</b>		<b>BASE</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>
			5 Years	10 Years	15 Years	20 Years	25 Years
Mechanic		29.90	30.15	30.40	30.65	30.90	31.15
Driver Trainer		26.11	26.36	26.61	26.86	27.11	27.36
Bus Drivers: Driving		23.71	23.96	24.21	24.46	24.71	24.96
Bus Drivers: Stand By		18.31	18.56	18.81	19.06	19.31	19.56
<b>SECRETARIAL</b>		<b>BASE</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>
			5 Years	10 Years	15 Years	20 Years	25 Years
Level 1		24.47	24.72	24.97	25.22	25.47	25.72
Level 2		22.59	22.84	23.09	23.34	23.59	23.84
Level 3		21.62	21.87	22.12	22.37	22.62	22.87
<b>TECHNOLOGY</b>		<b>BASE</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>	<b>LONGEVITY</b>
			5 Years	10 Years	15 Years	20 Years	25 Years
Technology Specialist		24.92	25.17	25.42	25.67	25.92	26.17

Sub Caller get \$2/hr extra

Head Cook Coordination for USDA gets \$1.70/hr extra

Secretary responsible for F & R and Bilingual gets \$3.40/hr extra (\$2.55 F & R plus \$.85 Bilingual)

