

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**Castle Rock School District #401**

AND

**Public School Employees of  
Castle Rock**

September 1, 2024 through August 31, 2027



Public School Employees of Washington/SEIU 1948  
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## DECLARATION OF PRINCIPLES

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

## PREAMBLE

This agreement is made and entered into between Castle Rock School District Number 401 (hereinafter "District" or "Employer") and Public School Employees of Castle Rock (hereinafter "Association"), an affiliate of the Public School Employees of Washington/SEIU 1948 state organization.

The district shall take proactive measures to promote a culture of inclusivity, fairness, and mutual respect among all staff members, fostering a collaborative and supportive work environment where the contributions of classified staff are valued and recognized alongside those of certificated staff.

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

## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1.**

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

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. Temporary Employees.**

15 A temporary position is one where an opening is created by a short-term staffing need which  
16 does not warrant the posting of a permanent position. Temporary positions shall be posted with  
17 specific beginning and ending dates, or likely length of employment specified on the job  
18 posting. Employees who are hired to fill temporary positions that exceed sixty (60) continuous  
19 workdays shall be subject to all provisions of this Agreement (including Schedule A.)  
20 Employees anticipated to work 630 hours or more per school year will be eligible for SEBB  
21 benefits. SEBB benefits eligibility is subject to change depending on legislation. Temporary  
22 employees shall be eligible to participate in the Washington State Public Employees Retirement  
23 System to the extent required by state law.

24  
25 **Section 1.3.2. Substitute Employees.**

26 A substitute employee is one who is employed on an intermittent basis to fill the position  
27 usually occupied by a regular employee during said employee's absence. The substitute rate  
28 shall be the lowest rate in the classification for which they are working as determined by the  
29 salary schedule in Schedule A. Substitute employees shall be eligible to participate in  
30 Washington State Public Employees Retirement System to the extent allowed by state law.

31  
32 Substitutes who are hired to a position that exceeds sixty (60) continuous workdays shall be  
33 subject to the following provisions of this Agreement:

34  
35 Article I  
36 Article II  
37 Article III 3.1-3.10  
38 Article IV 4.1  
39 Article VI 6.1-6.5, 6.9, 6.10.2-6.10.8, 6.10.11-6.10.13  
40 Article VIII 8.1.3  
41 Article XVI 16.1.1, 16.2-16.4  
42 Article XXI  
43 Schedule A\*

44  
45 For the purpose of Sections 1.3.2 and 8.1.3 only, "Continuous" shall be determined by the  
46 initial dates listed on the position posting.

47  
48 Schedule A\*

At the 61st day, the substitute employee will be placed at the base rate of pay of the position they are filling.

District shall notify the Association when a substitute is assigned to a position that meets the 60 day continuous threshold.

#### **Section 1.4.**

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

#### **Section 1.5.**

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

## **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. Notification of Personal Concerns.**

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 3.2.1. Revealment of Classified Complainant's Name.**

Should a member of PSE request to file a formal complaint against a member of CREA, said PSE member will be informed that upon completion of the CRSD Complaint Form, their name will be revealed to said Complainee. Notification to Complainee will only occur upon completion of the formal CRSD Complaint Form. At the time of revealment of PSE member's name to Complainee, Complainee will be instructed that they may not contact or discuss this matter with the PSE member outside of formal channels.

Should the PSE member decline to complete the formal CRSD Complaint Form, District will not reveal PSE member's name to CREA.

#### **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.

#### **Section 3.4.**

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

#### **Section 3.5.**

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

1 **Section 3.6.**

2 No material shall be kept in the employee personnel file without being shown to the employee within  
3 ten (10) days of its receipt or creation by the District. The employee and the human resource manager,  
4 or designee, shall sign an inventory sheet to verify contents of the personnel file prior to each review of  
5 such file by the employee. Materials from the personnel file reviewed by an employee and judged by  
6 the employee to be derogatory to his/her conduct, service, character, or personality may be answered  
7 and/or refuted in writing. Such written response shall become part of the written personnel records and  
8 kept in the file. The Association and the District agree that any piece of information over five (5) years  
9 old shall be removed from the employee's file at the request of said employee, except that material  
10 required by statute to be retained in personnel files. Any material not shown to an employee by the  
11 District shall not be allowed in any disciplinary action against the employee.  
12

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

14 The Employer and the Union are committed to a policy of equal employment opportunity. All staff  
15 members will be treated fairly at all times and without regard to race, color, religion, sex, age, national  
16 origin, military or marital status, sexual orientation, gender identity, genetic information or disability,  
17 and any other basis protected by local, state, or federal law. This applies to all personnel actions  
18 including recruitment, hiring, training, transfer, promotion and demotion, layoff and recall,  
19 compensation and benefits, discipline, termination and all other conditions or privileges of  
20 employment.  
21

22 **Section 3.8. Harassment.**

23 The Employer is committed to providing a work environment free from unlawful harassment. The  
24 Employer will not tolerate actions, words, jokes or comments based on an individual's sex, race,  
25 ethnicity, age, religion, sexual orientation, or any other legally protected characteristic. Any  
26 employee, supervisor, or bargaining unit member engaging in sexual or other unlawful harassment  
27 will be subject to appropriate corrective action, up to and including termination of employment.  
28

29 **Section 3.9. Video Cameras.**

30 The primary purpose of video cameras being installed on District property and school buses is to  
31 provide staff and students with a higher level of security and to maintain student discipline. Video  
32 cameras will not be used for employee supervision. Written notification will be clearly posted at  
33 locations where video cameras have been installed. Employees and their representatives will be  
34 allowed to review the videotape(s) when there is an issue of student or employee misconduct.  
35 Employees and their representatives may be allowed to review the videotape(s) for reasons other than  
36 student or employee misconduct by submitting a written request to the District's human resources  
37 director. Viewing of the videotape(s) will be on the employee's own time unless the viewing is at the  
38 request of the District. Videotapes will not be copied, released, or used for training without the written  
39 consent of the human resources director and the employees who are shown on the videotapes.  
40

41 **Section 3.10.**

42 In accordance with RCW 28A.210.275, employees requested to administer medications or perform  
43 nursing services shall be provided training and shall have right of refusal without employer reprisal or  
44 disciplinary action. Employees must receive the training before they are authorized to deliver the  
45 service or medication. Such training will be provided as necessary on an ongoing basis.  
46  
47  
48

1 **Section 3.11.**

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

4  
5 **Section 3.12.**

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

8  
9 **Section 3.13.**

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

12  
13 **Section 3.14.**

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

17  
18 **Section 3.15.**

19 Employees who have accrued sick leave while employed with a public school district, educational  
20 agency, or institute of higher learning in the State of Washington shall be given credit for such accrued  
21 sick leave upon employment with the District. It shall be the responsibility of the new employee to  
22 ensure that the personnel department receives documentation from the former district of any sick leave  
23 balance to be transferred.

24  
25  
26 **ARTICLE IV**

27  
28 **RIGHTS OF THE ASSOCIATION**

29  
30  
31 **Section 4.1.**

32 The Association has the right and responsibility to represent the interests of all employees in the unit;  
33 to present its views to the District on matters of concern, either orally or in writing; to consult or to be  
34 consulted with respect to the formulation, development, and implementation of industrial relations  
35 matters and practices which are within the authority of the District; and to enter collective negotiations  
36 with the object of reaching an agreement applicable to all employees within the units.

37  
38 **Section 4.2.**

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

44  
45 **Section 4.3.**

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



1 **Section 4.4.**

2 The Association reserves and retains the right to delegate any right or duty contained herein to  
3 appropriate officials of the Public School Employees of Washington/SEIU 1948 state organization.  
4

5 **Section 4.5.**

6 The president of the Association and his/her designated representatives will be provided time off to a  
7 maximum of ten (10) days per year to attend regional or state meetings when the purpose of those  
8 meetings are in the best interests of the District as determined by the District administration.  
9

10 **Section 4.6. New Hire Notification.**

11 The Employer will provide PSE electronic notification at membership@pseofwa.org of the name,  
12 address, personal phone number, classification, job title, work location, and work and personal email  
13 address of all newly hired bargaining unit employees within three (3) working days after they begin  
14 their first day of employment. Local chapter president or their designee shall be notified at the same  
15 time. Once an employee is hired, the District does not keep personal email addresses.  
16

17 **Section 4.6.1. New Employee Orientations.**

18 The district shall establish and maintain a comprehensive orientation program for all new  
19 classified employees to ensure they receive the necessary information, training, and support to  
20 succeed in their roles. The orientation program may include, but not be limited to, the following  
21 components:  
22

- 23 • Introduction to the district's mission, values, policies, and procedures.
- 24 • Overview of the employee's job responsibilities, duties, expectations, and employee  
25 benefits.
- 26 • Training on relevant technology systems, equipment, and resources.
- 27 • Review of safety protocols, emergency procedures, and workplace regulations.
- 28 • Introduction to key staff members, departments, and support services.
- 29 • Opportunities for new employees to ask questions, seek clarification, and provide feedback  
30 on their orientation experience.  
31

32 The superintendent or the superintendent's designee shall ensure that the orientation program is  
33 effectively administered and remains relevant to the needs of new employees. New employees  
34 shall receive orientation on or prior to their employment start date. If the orientation occurs  
35 prior to their start date, employee will receive regular compensation for their time. The district  
36 will follow up with each new employee after one (1) week and continue to provide additional  
37 support and resources as needed to facilitate a smooth transition into their roles.  
38

39 By providing an extensive orientation to each of its new classified employees, the district will  
40 be fostering a positive and inclusive work environment where new employees feel valued,  
41 informed, and prepared to contribute to the district's goals and objectives.  
42

43 **Section 4.6.2. New Employee Access.**

- 44 1. The District will provide PSE reasonable access to new employees of PSE for the purposes  
45 of presenting information about their exclusive bargaining representative to the new  
46 employee. The presentation may occur during a new employee orientation provided by the  
47 District, or at another time mutually agreed to by the District and PSE;  
48 a. No employee may be mandated to attend the meetings or presentations by PSE

b. "Reasonable access" for the purposes of this section means:

- i. The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit
- ii. The access is for no less than thirty minutes; and
- iii. The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and PSE.

2. Nothing in this section prohibits an employer from agreeing to longer or more frequent new employee access, but in no case may an employer agree to less access than required by this section. RCW 41.56.037

#### **Section 4.6.3. Section Member Lists.**

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

#### **Section 4.7. Visitation Rights.**

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

#### **Section 4.8. Communication.**

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

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

PSE acknowledges that bargaining unit employees and PSE local representatives or PSE staff employees have no expectation of privacy in use of the District electronic systems. All email and attachments drafted, sent, or stored on District systems are presumptively District public records and are subject to monitoring, review, and printing by District system administrators, without limitation and without notice, to ensure compliance with the limitations and conditions for systems use under District Policy 2022 and Procedure 2022P, District Policy 4040 and Procedure 4040P regarding Public

1 Access to District Records under chapter 42.56 RCW, the Public Records Act, and Policy 5252 and  
2 Procedure 5252 regarding limits on Staff Participation in Political Activities as required under RCW  
3 42.17A.555. PSE acknowledges that such monitoring, review and District compliance with these  
4 requirements is not unlawful employer surveillance or interference constituting an unfair labor practice  
5 under Chapter 41.56 RCW.

6  
7 **Section 4.9. Labor Relations.**

8 The Association will designate a conference committee of up to five (5) members who will meet with  
9 the superintendent and/or designee on a mutually agreeable regular basis to discuss appropriate  
10 matters.

11  
12 **Section 4.10. Public Disclosure Laws.**

13 Nothing in this agreement precludes the District from providing documents in accordance with public  
14 disclosure laws. The District will notify the employee and the Union prior to the release of any  
15 requested record. Employees shall have four (4) business days to notify the District if they plan to file  
16 an injunction blocking the request.

17  
18  
19  
20 **ARTICLE V**

21  
22 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

23  
24 **Section 5.1.**

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

28  
29 **Section 5.2.**

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

33  
34 **Section 5.3.**

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

37  
38 **Section 5.4.**

39 Volunteers and public work crews shall not be used in a way that infringes on an employee's normal  
40 duties or working hours. If trustees are contracted to do a job outside the scope of an employee's  
41 normal duties, those employees will be contacted to see if this work can be incorporated into their  
42 work schedule. If that's not possible and the employees want additional work, an agreement may be  
43 worked out between the District and the employee, provided such an agreement does not cost the  
44 District more than the use of the trustees. Employee contact will consist of a letter to the PSE chapter  
45 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.

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

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

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

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

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

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

#### **Section 6.3. Regular Job Duties.**

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

Paraeducators will be allowed to make up hours missed on scheduled early release days. Paraeducators may elect to make up missed hours on non-student days, district directed days or on the first work day following the last student day of the school year. Hours missed will be recorded as deduct time on the current timesheet and then reported as Extra Hours on corresponding timesheet once worked. If the first work day following the last student day falls after June 19, the make-up hours will be assigned in August and Juneteenth holiday pay will not apply.

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

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

7  
8 **Section 6.5. Unusual School Closures and Partial Day Closures.**

9 **Full Day Closure:**

10 In the event of an unusual full day school closure that is not made up at a later date in the school year,  
11 an employee may elect to take unpaid leave, deduct hours or use vacation, personal leave, emergency  
12 leave, or accumulated compensatory time to be compensated for missed work hours. All classified staff  
13 will also have the option to complete required trainings at home to make up their hours. Classified staff  
14 will keep records of their time worked, projects/work completed, and time-stamped documentation of  
15 required trainings completed. Documentation will be provided to their supervisor.

16  
17 **Partial Day Closure:**

18 In the event of a delayed start or early release due to inclement weather, plant inoperation, or the like,  
19 the District will make every effort to notify each employee to refrain from coming to work. Employees  
20 reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a  
21 closure; provided, however, no employee shall be entitled to any such compensation in the event  
22 he/she has been actually notified by the District of the closure prior to leaving home for work. An  
23 employee may elect to take unpaid leave, deduct hours or use vacation, personal leave, emergency  
24 leave, or accumulated compensatory time to be compensated for missed work hours. All classified staff  
25 will also have the option to complete required trainings at home to make up their hours. Classified staff  
26 will keep records of their time worked, projects/work completed, and time-stamped documentation of  
27 required trainings completed. Documentation will be provided to their supervisor.

28  
29 Section 8.11 does not apply to unpaid hours in these circumstances. With approval from their  
30 immediate supervisor, the employee may also flex their work schedule to make up for lost work hours.

31  
32 **Section 6.5.1. Unanticipated Remote Learning Day.**

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

35  
36 **Secretaries:** Monitor emails and phone calls/messages from home, respond as needed.

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

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

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

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

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

All classified staff will also have the option to complete required trainings at home to make up their hours. Classified staff will keep records of their time worked, projects/work completed, and time-stamped documentation of required trainings completed. Documentation will be provided to their supervisor.

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

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

**Timesheets:**

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

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

**Section 6.5.2. Waiver Resulting in Shortened School Year.**

In the event that school days are waived resulting in a shortened school year, classified staff will have the option to work the waived days at a later date determined by the district. At the time of the newly scheduled days, classified employees may take emergency leave, personal leave, vacation leave, use accumulated compensatory time or take deduct to cover their hours. PSE and the District will come to a mutual agreement on job assignments. Emergency leave will be deducted from your sick leave. If the option to deduct the time is chosen, it will affect the employee's paycheck in the month after the rescheduled dates.

**Section 6.6. Working Out of Classification.**

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

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

All hours worked in excess of forty (40) hours per workweek shall be compensated at one and one-half (1½) times the base rate; provided that should Section 6.6 of the above provisions apply, the greater



computation shall be used. No overtime shall be worked without prior approval of the building administrator.

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

An employee may, at his/her option, request compensatory time off in lieu of overtime compensation or payment for hours worked beyond the employee's normal work shift. Compensatory time, if granted, may be accrued with permission of the immediate supervisor; provided, however, that records shall be maintained and there must be a reasonable expectation that the employee will be provided an opportunity to expend the accrued time. Compensatory time not used during the year it was accrued must be submitted to payroll no later than the 5<sup>th</sup> of August. The claim for payment of unused compensatory time shall be discouraged beyond 10 hours. Overtime, either paid or compensatory, will be figured at straight time until the employee works beyond forty (40) hours in any given workweek. The bus mechanic hired before August 31, 2018 shall be allowed to carry over comp time as a grandfathered provision.

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

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

#### **Section 6.9. Paraeducator Duties.**

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

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

#### **Section 6.9.1. Collaboration Time.**

The district will attempt to allocate 30 minutes per week for collaborative planning meetings between certificated teachers and paraeducators, to be scheduled during non-student hours. Collaborative planning time shall occur before or after regular school hours, during designated planning periods, or on teacher workdays when students are not present.

#### **Section 6.10. Transportation.**

##### **Section 6.10.1. Route Assignments.**

Drivers will be paid for each to and from school route on a set number of hours, which will be determined prior to September 16 each year. Drivers shall bid by seniority for their route assignments prior to September 16 annually, provided, however, that in the case of emergency or unique and unanticipated circumstances, this date may be modified upon mutual agreement between PSE and the District. Prior to September 16, drivers shall be assigned to the same route as the previous year. Drivers whose daily work times are extended because of route

1 extensions/deletions, road conditions, or mechanical failure will have their hours adjusted.  
2 Notwithstanding the above, it is understood employees will be compensated for all hours  
3 worked.

4  
5 Should a driver leave mid-school year, all drivers with less seniority than the departing driver,  
6 will re-bid on route assignments.

7  
8 **Section 6.10.2. Extra Regular Daily Route.**

9 When an additional regular daily route, or portion thereof, is needed due to lack of bus  
10 availability, driver availability or for any other reason, said additional route or portion  
11 therefore, shall be treated as a trip as follows: Route will be awarded by seniority on a rotating  
12 basis, up to the time when a driver reaches 50 hours a week. At such time the next in seniority  
13 shall begin the rotation. Driver shall be guaranteed two (2) hours pay at Driving Time rate.

14  
15 **Section 6.10.3. Substitute Drivers.**

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

20  
21 **Section 6.10.4. Extracurricular/Field Trips.**

22 Extracurricular and/or field trips shall be posted for bid on a weekly basis and awarded by  
23 seniority on a rotating basis, up to the time when a driver reaches 50 hours a week. At such  
24 time the next in seniority shall begin the rotation. Upon mutual agreement between the union  
25 and the district, the weekly bid may be extended to accommodate holiday and other school  
26 breaks.

27  
28 Drivers shall be guaranteed two (2) hours pay for assigned extracurricular or field trips.  
29 Extracurricular or field trips posted as “drop-off/pick-up” will be guaranteed two (2) hours pay  
30 for each segment if there is more than thirty (30) minutes between the drop-off and pick-up  
31 times. The two (2) hours pay in these cases will be driving time.

32  
33 The cost of meals shall be paid at the per diem rate set by the state of Washington and will be  
34 reimbursed for drivers during approved meal periods on a trip, only when drivers are in travel  
35 mode during the entire meal period. The District follows the normal meal periods recognized  
36 by ESD 112 as: Breakfast: 7 a.m. - 8 a.m.; Lunch: 12 noon - 1 p.m.; and Dinner: 6 p.m. - 7  
37 p.m. Travel mode is limited to drive time, stand by, fueling and cleaning bus.

38  
39 When a driver is called, and a trip is canceled without prior notification to the driver, two (2)  
40 hours of driving time will be paid.

41  
42 **Section 6.10.5. Overnight Trips.**

43 Drivers on activity trips that require an overnight stay will be paid driving time plus a  
44 maximum of ten (10) hours standby time. If the trip requires additional overnights, the driver  
45 will be paid for all hours worked at the appropriate rate. All postings for overnight trips shall  
46 indicate the number of on-duty driving hours, on-duty standby hours, and off-duty hours for  
47 each day of the trip. Drivers will receive a minimum of eight (8) hours unpaid sleep time.  
48 Meals and lodging, as arranged for by the District or its representative, will be provided for



1 drivers on overnight trips. On overnight trips, meals shall be reimbursed at per diem rates.  
2 Drivers will not be required to stay in dorms or other similar facilities.

3  
4 **Section 6.10.6. Event Admission Fees.**

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

7  
8 **Section 6.10.7. Employing Certified Drivers.**

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

11  
12 **Section 6.10.8. Driver Conformation to State Regulations.**

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

14  
15 **Section 6.10.9. Driver Access to Mechanic/District Personnel.**

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

19  
20 **Section 6.10.10. Driver DOT Physicals.**

21 The District will pay for driver DOT physicals. The District will pay the cost directly if the  
22 employee sees a physician that the District has a billing agreement with. If the employee  
23 chooses to see a physician other than those the District has a billing agreement with, then the  
24 District will reimburse the employee for actual out-of-pocket expenses, not to exceed one  
25 hundred and twenty-five dollars (\$125.00). If prior arrangements are made, the District will  
26 work with your physician's office to pay them directly. Any amount charged over the one  
27 hundred twenty-five dollar (\$125.00) limit will be the responsibility of the driver. This amount  
28 may be repaid to the district through payroll deduction.

29  
30 **Section 6.10.10.1. Driver Licensing and Exam Fees.**

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

34  
35 **Section 6.10.11. Minimum Daily Route Hours.**

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

43  
44 **Section 6.10.11.1. Special Needs Routes.**

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

**Section 6.10.12. On-Duty (Driving).**

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

**Section 6.10.13. On-Duty (Standby).**

Whenever a driver is not driving, but on-call, ready for driving duty and not required to remain with the bus or required by the trip supervisor to take responsibility for passengers or personal belongings. For definition purposes only. All time will be paid at driving rate.

**Section 6.10.14. Off-Duty.**

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

**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.

1 **Section 7.4. Holidays During Vacation.**

2 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one  
3 extra day of vacation with pay in lieu of the holiday as such.  
4

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

6 Should a paid holiday fall on Saturday or Sunday, the preceding Friday or the following Monday will  
7 be given as the holiday with pay, subject to the normal operations of the educational program.  
8

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

10 The District will allow employees two (2) unpaid holidays per calendar year for a reason of faith or  
11 conscience or an organized activity conducted under the auspices of a religious denomination, church,  
12 or religious organization. Requests shall be made at least 48 hours in advance to allow for adequate  
13 staffing. The District will allow the employee to take the unpaid holiday when requested unless the  
14 employee's absence would impose an undue hardship on the employer or the employee is necessary to  
15 maintain public safety. For this purpose "undue hardship" is as defined in WAC 82-56-020.  
16  
17  
18

19 **ARTICLE VIII**

20 **LEAVES**  
21  
22

23 **Section 8.1. Sick Leave.**

24 Sick Leave is leave for which an eligible employee accrues and which the employee may use in the  
25 event of absences related to his/her own health condition, or family members as defined by RCW  
26 49.46.210 as listed in 8.1.1 Family Leave. Sick leave shall be compensated leave to the extent the  
27 employee has accumulated leave.  
28

29 Sick leave will be accrued annually at the rate of twelve (12) days per year. Leave shall be vested  
30 when earned and may be accumulated up to the maximum allowed by state statute. Earned sick leave  
31 hours shall be rounded to the nearest quarter of an hour. Sick leave shall be credited to the employee  
32 upon the first day of employment each year. Employees hired after the start of the school year will  
33 receive a prorated amount of sick leave based on their respective hire dates.  
34

35 Sick leave requests which have been approved will be deducted from the employee's accumulated  
36 hours. Deductions will be made in one quarter of an hour increments.  
37

38 Sick leave will not accrue during any absence in which the employee is not being paid by the District.  
39

40 Sick leave which has been used, but is not later earned, must be repaid to the District. Should the  
41 employee cease to work for the District before earning leave that he/she has already used, the pay for  
42 that unearned leave will be deducted from the employee's final paycheck. Sick leave accumulated by  
43 an employee at the time of leaving the service of the District on a leave of absence may be reinstated  
44 only when they return to employment in the District immediately following expiration of the granted  
45 leave of absence.  
46

47 Compensation may not be allowed for accumulated sick leave at the time the employee leaves the  
48 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; and when the employee's child's school or place of care has been closed for such a health-related reason (proof of closure will need to be provided). 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.
6. A sibling.
7. Any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee care.

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

#### **Section 8.1.2. Annual Sick Leave Buy-Back Program.**

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

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

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

1       **Section 8.1.3. Substitute Sick Leave.**

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

3  
4       **Section 8.1.4. Illness/Injuries Requiring a Dr. Note.**

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

8  
9       **Section 8.1.5. Leave Accrual.**

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

11  
12       **Section 8.1.6. Extended Time Off For Illness/Injury.**

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

15  
16       **Section 8.1.7. Retiree/Separation of Service Sick Leave Buy-Back Program.**

17       Employees, or their estate in the event of separation due to death of the employee, may be  
18       eligible for leave buy-back at the time of retirement or separation from school district  
19       employment as per RCW 28A.400.210. Each year the Association may conduct a vote of its  
20       members to determine if the District will contribute each eligible employee's sick leave cash-  
21       out at retirement or separation from school district employment to a Standard or Post-  
22       Separation HRA VEBA plan account in lieu of payment for eligible days. It is understood that  
23       all eligible employees will be required to follow the results of the Association's vote or be  
24       penalized pursuant to IRS rules. Eligible employees must sign and submit to the District a hold  
25       harmless agreement as required by RCW 28A.400.210. VEBA benefits are outlined in Section  
26       16.5.

27  
28       An eligible employee means (as defined in RCW 28A.400.210[2]):

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

34  
35       **Section 8.2. Industrial Insurance.**

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

- 38  
39           1. Elect to reimburse or "buyback" hours of accrued leave benefits that were provided by the  
40           District. This amount will be the difference between the amount paid to the employee by the  
41           District and the amount paid by the ESD Workers' Compensation Trust, to equal an amount of  
42           hours the employee would normally earn.

43  
44       The Association believes that this option is in the best interest of most employees in most  
45       circumstances. Employees may consult with Human Resources if they have questions about their  
46       options under this section. Option 2 may leave employees without access to District health  
47       insurance benefits and options 3 & 4 may exhaust employee leave balances and lead to their  
48       termination from the District.

2. Elect to only receive time loss benefits from the ESD Workers' Compensation Trust.
3. Elect to receive time loss benefits from Workers' Compensation plus full wages by utilizing accrued sick leave from the District.
4. Elect to receive time loss benefits from the ESD Workers' Compensation Trust plus full wages by utilizing accrued vacation leave from the District.

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

**Section 8.2.1. Employee Can't Return to Work in Job Classification.**

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

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

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

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

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

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

**Section 8.5. Maternity Leave.**

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

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

Upon application therefore, the District shall grant parental leave. Such leave shall commence on or about the date of the child's birth. Employees granted parental leave must return to work not later than six (6) months following the granting of such leave. Upon application, this leave may be extended for an additional six (6) months. The employee



shall notify the District within thirty (30) working days after the birth or placement of the child, of the expected date of returning to work.

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

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

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

**Section 8.6. Emergency Leave.**

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

**Section 8.7. Sick Leave Sharing.**

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

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

**Section 8.8. Personal Leave.**

Each employee shall be entitled to two (2) days personal leave paid per year. After fifteen (15) years of continuous service with the district, each employee shall be entitled to three (3) days of personal leave paid per year. Additionally, employees can use two (2) days of sick leave as personal leave per year. Personal leave is neither illness/injury leave nor bereavement leave. Up to eight (8) days of personal leave (from personal leave) may be accumulated. A maximum of five (5) days may be carried forward in any given year. Personal leave from sick leave may not be accumulated nor carried forward. Personal leave shall be subject to the following restrictions:

1. Requests for personal leave shall be delivered to the District Office for pre-approval; no reason need be given other than the word "personal".

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

#### **Section 8.9. Judicial Leave.**

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

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

#### **Section 8.10. Bereavement Leave.**

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



1 **Section 8.10.1. Funeral Leave.**

- 2 1. Up to one (1) day per occurrence shall be granted for funerals and/or events surrounding the  
3 death of a person not eligible under bereavement leave.  
4  
5 2. Up to two (2) additional days may be requested of the superintendent and/or designee if  
6 travel or special conditions exist. Such funeral leave shall be deducted from illness/injury  
7 leave. Funeral leave is noncumulative.  
8

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

10 With prior approval from the Superintendent/designee, and if possible a minimum of 14 days notice, to  
11 the extent the law provides, an employee may take unpaid leave days. Approval of unpaid leave is  
12 subject to the availability of substitutes and shall not exceed sixty (60) continuous workdays. All  
13 available accrued leave, as appropriate, must be used prior to employee using unpaid leave. Unpaid  
14 leave taken without approval may result in disciplinary action up to and including termination.  
15

16 **Section 8.12. Military Leave.**

17 Military leave shall be granted to classified employees as required by law. Employees shall notify  
18 their immediate supervisor of the intended military leave and a copy of the military orders shall be  
19 submitted in advance of the leave to Human Resources. Military leave with pay shall not exceed  
20 twenty-one (21) working days during each year beginning October 1 and ending the following  
21 September 30. Military leave with pay is in addition to any vacation or sick leave to which the  
22 employee is entitled and does not reduce benefits, performance ratings, privileges, or pay. In addition  
23 to paid military leave, employees shall be granted a military leave of absence without pay and will be  
24 reinstated upon their release from duty. While on paid or unpaid military leave or any combination  
25 thereof, no adjustments will be made to the employee's seniority or longevity date.  
26

27 **Section 8.13. Extended Leave of Absence.**

28 Upon recommendation of the immediate supervisor to the superintendent/designee and upon approval  
29 of the board of directors to the extent of the law provides, WAC 357-31-327/330/335, an employee  
30 may be granted an extended leave of absence without pay for a period not to exceed six (6) months.  
31 Upon application, this leave may be extended for an additional six (6) months. This leave may also be  
32 granted when an employee's illness/injury leave is expended and the employee is not able to return to  
33 work. No leave of absence shall be granted for the purpose of allowing an employee to seek or  
34 maintain other gainful employment.  
35

36 **Section 8.13.1. Returning from Leave of Absence.**

37 The returning employee will be assigned to the identical or like position occupied before the  
38 leave of absence. However, provided a vacancy exists for which the employee is qualified, the  
39 employee shall be reinstated to a position equivalent in duties and hourly rate to that held at the  
40 time the request for leave of absence was approved. These positions will not be opened for bid.  
41 The District will fill, for the terms of the leave, those positions with a substitute. Employees  
42 currently on leave will be subject to the Collective Bargaining Agreement in effect when they  
43 were granted their leave.  
44

45 **Section 8.13.2 Accrued Leave.**

46 The employee will retain accrued leave, vested vacation rights, and seniority rights while on  
47 leave of absence. However, vacation credits, seniority and leaves shall not accrue while the

employee is on leave of absence. Employees on unpaid leave of absence will pay any insurance coverage at their own expense, if/as allowable by SEBB.

#### **Section 8.14. Report of Absences.**

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

### **ARTICLE IX**

### **VACATIONS**

#### **Section 9.1. Vacation for Year-Round Employees.**

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

##### **Section 9.1.1. Vacation Accrual.**

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

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

##### **Section 9.1.2. Anniversary Date.**

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

1       **Section 9.1.3. Scheduling Vacation.**

2       It is mutually agreed that vacations shall be scheduled at the employee's request. Vacation time  
3       shall be made available to employees within job classification according to seniority.  
4       Summertime vacation schedules must be requested prior to April 15 of each year or seniority  
5       privileges are lost. Summer vacation schedules must be approved by the immediate supervisor  
6       to ensure all weeks during summer have adequate staff.  
7

8       **Section 9.1.4. Approved Vacation.**

9       The District shall make every effort not to rescind vacation leave once given. However,  
10      employees must recognize the operational needs of the district are a priority and may take  
11      precedence over approved vacation leave. If vacation leave is rescinded because of an  
12      emergency, the District will reimburse the employee for any non-refundable expenses. The  
13      employee will need to provide proof of expenses, i.e. receipts, prior to reimbursement.  
14      Reference Board Policy 5411.  
15

16      **Section 9.2. Grandfathered Employees.**

17      Regular full-time and regular part-time employees who were employed during the 2012-2013 school  
18      year and maintain continued employment with the District as a PSE represented bargaining unit  
19      employee will be grandfathered regarding vacation benefits according to the following. When the  
20      grandfathered employees discontinue working in a position represented by PSE or are no longer  
21      employed by the District, Section 9.2 and its subsections will sunset and will no longer be part of this  
22      collective bargaining agreement. The vacation credit to which a grandfathered employee shall be  
23      entitled shall be computed as follows.  
24

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

26      Any current (grandfathered) employee who was hired during the fiscal year of September 1  
27      through August 31, 2012-2013 was granted .83 day vacation for each month or fraction thereof  
28      remaining in that fiscal year. Upon the beginning of the next fiscal year (2013-2014), all such  
29      mid-year hires were credited with ten (10) days vacation.  
30

31      **Section 9.2.2.**

32      Upon completion of the sixth (6th) year of employment, each grandfathered employee will be  
33      granted fifteen (15) days of vacation.  
34

35      **Section 9.2.3.**

36      Upon completion of the seventh (7th) year of employment each grandfathered employee will be  
37      granted sixteen (16) days of vacation. Upon completion of the eighth (8th) year of  
38      employment, each grandfathered employee will be granted seventeen (17) days of vacation.  
39      Upon completion of the ninth (9th) year of employment, each grandfathered employee will be  
40      granted eighteen (18) days of vacation. Upon completion of the tenth (10th) year of  
41      employment, each grandfathered employee will be granted nineteen (19) days of vacation.  
42      Upon completion of the eleventh (11th) and during subsequent years of employment, each  
43      grandfathered employee will be granted twenty (20) days of vacation. Longevity bonus as  
44      described in 9.1.1 also applies.  
45

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

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

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

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

8  
9 **Section 9.2.6. Grandfathered Vacation Pay for Less Than 12 Month Employees.**

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

14  
15 **Section 9.2.7. Scheduling Vacation for Grandfathered 12 Month Employees.**

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

18  
19 A. The grandfathered employee's vacation request may involve a day when school is in  
20 session for students not to exceed one (1) week per school year at the discretion of the  
21 supervisor.

22  
23 B. Maintenance employees may request vacation anytime during the calendar year.

24  
25 Vacation time shall be made available to employees on a seniority basis within job  
26 classification. Summertime vacation schedules must be requested prior to April 15 of each  
27 year or seniority privileges are lost. Summer vacation schedules must be approved by the  
28 immediate supervisor to ensure all weeks during summer have adequate staff.

29  
30 **Section 9.3. Vacation Accrual During Layoff.**

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

33  
34 **Section 9.4. Payment of Unused Vacation Upon Leaving Employment.**

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

39  
40 **Section 9.5. Vacation Carry-Over for 12 Month Employees.**

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

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

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

**ARTICLE X**

**SENIORITY**

**Section 10.1.**

The seniority date of an employee within the bargaining unit shall be defined as the first day an employee begins a job within a particular classification.

**Section 10.1.1.**

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

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

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

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

**Section 10.3.**

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

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

**Section 10.4.**

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

1 **Section 10.5.**

2 The employee with the most accrued seniority shall have absolute preferential rights regarding shift  
3 selection, vacation periods and special services (including overtime); provided, however, such rights  
4 shall be effective within the area of assignment rather than the job classification. The employee with  
5 the most accrued seniority within the classification (district-wide) shall have preferential rights  
6 regarding promotions, assignment to new or open positions, reduction of hours not constituting a  
7 layoff, layoffs, and recall from layoff when ability and performance are substantially equal with those  
8 individuals junior to him/her. If the District determines that seniority rights should not govern because  
9 a junior employee possesses ability and performance substantially greater than a senior employee or  
10 senior employees, the District shall set forth in writing to the employee or employees and the  
11 organization's grievance committee chairman its reasons why the senior employee or employees have  
12 been bypassed.

13  
14 **Section 10.5.1. Time Added to a Classified Position.**

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

18  
19 **Section 10.5.1.1. Time Added to a Food Service or Custodial Position.**

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

24  
25 **Section 10.5.2. Time Decreased From a Classified Position.**

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

30  
31 **Section 10.5.3. Part-time Custodial Employees.**

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

42  
43 **Section 10.5.3.1.**

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



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

## Section 10.6.

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

### **Section 10.7.**

The District shall publicize within the bargaining unit the availability of open positions as soon as possible after the District is apprised of the opening. All openings will be posted internally, within the classification, for a minimum of five (5) working days at each work site and a copy of the posting forwarded to the president of the Castle Rock Chapter of the Public School Employees of Washington/SEIU 1948. Employees who desire to apply for an open position will file a written statement with the District. If needed, the position will then be posted externally during which period classified employees from other classifications may apply.

## 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.

1 **Section 11.4. Probationary Discharge.**

2 Probationary employees may be summarily discharged.

6 **ARTICLE XII**

8 **PERFORMANCE EVALUATIONS**

10 **Section 12.1.**

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

17 **Section 12.2.**

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

25 **ARTICLE XIII**

27 **DISCHARGE AND NOTICE**

29 **Section 13.1.**

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

- 34 1. Oral Warning.  
35 2. Written Warning.  
36 3. Suspension Without Pay (3 to 5 days).  
37 4. Termination.

39 **Section 13.1.1.**

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

46 **Section 13.1.2. Weingarten Rights.**

47 An employee shall be entitled to have present a representative of the Union during any  
48 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.

**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.

1 **Section 14.5. Reemployment Rights Forfeiture.**

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

5  
6 **Section 14.6. Seniority and Benefits Forfeiture.**

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

10  
11 **Section 14.7. Restored Benefits After Layoff.**

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

16  
17  
18 **ARTICLE XV**

19  
20 **RETIREMENT**

21  
22  
23 **Section 15.1.**

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

27  
28 **Section 15.1.1.**

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

33  
34  
35 **ARTICLE XVI**

36  
37 **INSURANCE AND BENEFITS**

38  
39  
40 **Section 16.1. School Employees Benefits Board (SEBB) Program.**

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

45  
46 In addition to Medical, Dental and Vision coverage, the SEBB Program currently offers optional  
47 benefits such as a Dependent Care Assistance Program, Medical Flexible Spending Arrangement

(FSA), life insurance, accidental death and dismemberment insurance, and long-term disability insurance.

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

**Section 16.1.1. Employer Contribution.**

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

**Section 16.1.2. COBRA.**

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

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

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

**Section 16.2. Liability Insurance.**

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

**Section 16.3. Workers' Compensation.**

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

**Section 16.4. Employee Benefits.**

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

**Section 16.5. HRA VEBA Plan.**

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

Under the Standard HRA Plan, participants can file claims at any time (subject to their employer's plan design). Under the Post-separation HRA Plan, participants must first separate from service or retire from their employer before becoming claims-eligible. In addition, Post-separation HRA Plan participants who separate from service or retire and become re-employed by the employer that made or is making contributions to their Post-separation HRA Plan account will not be eligible to file claims to that account for medical care expenses and premiums incurred while re-employed. All other terms and conditions are the same. You do not need to choose a plan. Your employer will automatically direct its contributions for you to either the Standard HRA Plan or Post-separation HRA Plan. Generally, this

will depend upon whether you are enrolled in or covered by your employer's group health plan or another qualified group health plan. More information about VEBA is available at [www.veba.org](http://www.veba.org).

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

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

#### **Section 17.4. Apprenticeship.**

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

##### **Section 17.4.1.**

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

##### **Section 17.4.2.**

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

##### **Section 17.4.3.**

Participation in the apprenticeship program shall be completely voluntary.

##### **Section 17.4.4.**

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

##### **Section 17.4.5.**

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

#### **Section 17.5. Pay for Time at Trainings/Meetings.**

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

1 When the Union and the District agree to labor/management meetings during regularly scheduled  
2 work hours, participating union members shall receive pay for their regular hours. When the  
3 Union and the District agree to meet in negotiation meetings during regularly scheduled work  
4 hours, negotiations team members shall receive pay for their regular hours.

5  
6 **Section 17.5.1. Food Service Workers' Training.**

7 Food service workers will be compensated at their regular rate of pay for all hours in  
8 attendance at trainings required as a condition of continued employment. The District will pay  
9 for registration, travel, and all other costs associated with this training following District  
10 policies and procedures. Employees shall be paid at their regular rate of pay for all time spent  
11 engaging in such training annually. Each cafeteria employee shall be given one extra day for  
12 training which will consist of four (4) to eight (8) hours of pay.

13  
14 **Section 17.5.2. Paraeducator Training.**

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

17  
18 **Section 17.6. Workplace Safety.**

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

22  
23 **Section 17.6.1. Asbestos.**

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

26  
27 **Section 17.6.2. Absent Building Administration.**

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

30  
31 **Section 17.7. Immunizations.**

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

37  
38 If an employee submits documentation authorizing a medical or religious exemption from a  
39 required immunization, they shall be provided the consideration, on a case by case basis, to work  
40 off-site, or if they choose not to work, shall be entitled to utilize any paid or unpaid leave options  
41 available.

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## 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.

## 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. Such dues shall be calculated on all gross monthly wages for all employment performed under the terms of the Collective Bargaining Agreement. The Employer shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington via Automated Clearing House (ACH) monthly. 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. An online form needs to be submitted every month and include membership status changes (resignations, LOA, name changes, etc.)

#### **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



1 employer shall end the deduction effective on the first payroll after receipt of the confirmation. The  
2 employer shall rely on information provided by the exclusive bargaining representative regarding the  
3 authorization and revocation of deductions.

4  
5 **Section 19.3. New Hires.**

6 The District will notify the Association of all new hires within three (3) working days of the hire date  
7 (see Section 4.6).

8  
9 **Section 19.4. Political Action Committee.**

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

13  
14  
15  
16 **ARTICLE XX**

17  
18 **CHECKOFF**

19  
20 **Section 20.1.**

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

25  
26 **Section 20.2. Hold Harmless.**

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

29  
30  
31  
32 **ARTICLE XXI**

33  
34 **GRIEVANCE PROCEDURE**

35  
36 **Section 21.1.**

37 Grievances or complaints arising between the District and its employees within the bargaining units  
38 defined in Article I herein, with respect to matters dealing with the interpretation or application of the  
39 terms and conditions of this agreement, shall be resolved in strict compliance with this article.

40  
41 **Section 21.2. Grievance Steps.**

42  
43 **Section 21.2.1.**

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



1 **Section 21.2.2.**

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

- 5  
6 A. The facts on which the grievance is based;  
7 B. A reference to the provisions in this agreement, which have been allegedly  
8 violated; and  
9 C. The remedy sought.

10  
11 The employee shall submit the written statement of grievance to his/her immediate supervisor  
12 within thirty (30) days for reconsideration and shall submit a copy to the official in the  
13 administration responsible for personnel. The parties will have five (5) working days from  
14 submission of the written statement of grievance to resolve it by indicating on the statement of  
15 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall  
16 sign it.

17  
18 **Section 21.2.3.**

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

26  
27 **Section 21.2.4.**

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

38  
39 **Section 21.2.5.**

40 If no settlement has been reached within the thirty (30) days referred to in the preceding  
41 subsection, and the Association believes the grievance to be valid, the employee may demand  
42 arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the  
43 interpretation or the application of this agreement shall then be submitted to the state Public  
44 Employment Relations Commission. The parties further agree to accept the arbitrator's award  
45 as final and binding upon them.  
46

**Section 21.3.**

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

**ARTICLE XXII**

**SALARIES**

**Section 22.1. Salaries.**

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

**Section 22.1.1. Longevity.**

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

LONGEVITY	LONGEVITY	LONGEVITY	LONGEVITY	LONGEVITY	LONGEVITY
5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
2% of Base	4% of Base	6% of Base	8% of Base	10% of Base	12% of Base

**Section 22.1.2. Salary Step Increases.**

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

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

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

**Section 22.2. Retroactive Pay.**

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

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

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

**Section 22.3.1. Timesheet Submittal Timeline.**

If an employee does not submit all hours worked and all authorized leaves on their timesheet no later than the 5th of the month following the last working day of the pay period, his/her pay may be delayed by one pay period. Payroll will provide a minimum of

one written notice as a reminder prior to such action being taken. This written notice may be in the form of a work email.

**Section 22.4. Travel Reimbursement.**

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

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

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

**Section 22.6. Payroll Date.**

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

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

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

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

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

**Section 22.8.**

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

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**ARTICLE XXIII**

**SEPARABILITY OF PROVISIONS**

**Section 23.1.**

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

**Section 23.2.**

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

**Section 23.3.**

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

**ARTICLE XXIV**

**TERM**

**Section 24.1.**

The term of this agreement shall be September 1, 2024 to August 31, 2027.

**Section 24.1.1.**

The collective bargaining agreement shall be reopened for the purpose of negotiating salaries in the spring of 2025 no later than July of 2025.

**Section 24.2.**

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

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

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

**Section 24.3.1.**

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

**Section 24.3.2.**

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

**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES  
OF CASTLE ROCK

BY: /signed by Becky McGhee/  
Becky McGhee, Chapter President

DATE: August 26, 2024

CASTLE ROCK SCHOOL DISTRICT #401

BY: /signed Vilas Sundberg/  
Vilas Sundberg, Chair, School Board

DATE: August 28, 2024

BY: /signed by Chris Fritsch/  
Chris Fritsch, Superintendent

**SCHEDULE A**  
**CASTLE ROCK SCHOOL DISTRICT**  
**SEPTEMBER 1, 2024 – AUGUST 31, 2025**

<b>CUSTODIAL MAINTENANCE</b>	<b>BASE</b>	<b>LONGEVITY</b> 5 Years 2% of Base	<b>LONGEVITY</b> 10 Years 4% of Base	<b>LONGEVITY</b> 15 Years 6% of Base	<b>LONGEVITY</b> 20 Years 8% of Base	<b>LONGEVITY</b> 25 Years 10% of Base	<b>LONGEVITY</b> 30 Years 12% of Base
Maintenance Lead	32.95	33.61	34.27	34.93	35.59	36.25	36.90
Maintenance Specialist	30.89	31.51	32.13	32.74	33.36	33.98	34.60
Maintenance Multi-Skilled	26.83	27.37	27.90	28.44	28.98	29.51	30.05
Custodial/Light Maintenance	24.40	24.89	25.38	25.86	26.35	26.84	27.33
Custodian	23.80	24.28	24.75	25.23	25.70	26.18	26.66

<b>FOOD SERVICE</b>	<b>BASE</b>	<b>LONGEVITY</b> 5 Years	<b>LONGEVITY</b> 10 Years	<b>LONGEVITY</b> 15 Years	<b>LONGEVITY</b> 20 Years	<b>LONGEVITY</b> 25 Years	<b>LONGEVITY</b> 30 Years
Head Cook	23.51	23.98	24.45	24.92	25.39	25.86	26.33
Cook's Helper	20.34	20.75	21.15	21.56	21.97	22.37	22.78
Hourly Staff	19.58	19.97	20.36	20.75	21.15	21.54	21.93

<b>PARAEDUCATORS</b>	<b>BASE</b>	<b>LONGEVITY</b> 5 Years	<b>LONGEVITY</b> 10 Years	<b>LONGEVITY</b> 15 Years	<b>LONGEVITY</b> 20 Years	<b>LONGEVITY</b> 25 Years	<b>LONGEVITY</b> 30 Years
Level 1	20.60	21.01	21.42	21.84	22.25	22.66	23.07
Level 2 (Student Specific/EBD/Lifeskills)	21.60	22.03	22.46	22.90	23.33	23.76	24.19
Level 3 (Motor Therapy/Lead/Library/Etc)	23.74	24.21	24.69	25.16	25.64	26.11	26.59

<b>HEALTH CARE</b>	<b>BASE</b>	<b>LONGEVITY</b> 5 Years	<b>LONGEVITY</b> 10 Years	<b>LONGEVITY</b> 15 Years	<b>LONGEVITY</b> 20 Years	<b>LONGEVITY</b> 25 Years	<b>LONGEVITY</b> 30 Years
Health Care Coordinator	27.99	28.55	29.11	29.67	30.23	30.79	31.35
Health Care Assistant	22.65	23.10	23.56	24.01	24.46	24.92	25.37

<b>TRANSPORTATION</b>	<b>BASE</b>	<b>LONGEVITY</b> 5 Years	<b>LONGEVITY</b> 10 Years	<b>LONGEVITY</b> 15 Years	<b>LONGEVITY</b> 20 Years	<b>LONGEVITY</b> 25 Years	<b>LONGEVITY</b> 30 Years
Mechanic	32.72	33.37	34.03	34.68	35.34	35.99	36.65
Driver Trainer	28.56	29.13	29.70	30.27	30.84	31.42	31.99
Bus Drivers	25.94	26.46	26.98	27.50	28.02	28.53	29.05

<b>SECRETARIAL</b>	<b>BASE</b>	<b>LONGEVITY</b> 5 Years	<b>LONGEVITY</b> 10 Years	<b>LONGEVITY</b> 15 Years	<b>LONGEVITY</b> 20 Years	<b>LONGEVITY</b> 25 Years	<b>LONGEVITY</b> 30 Years
Level 1	26.77	27.31	27.84	28.38	28.91	29.45	29.98
Level 2	24.71	25.20	25.70	26.19	26.69	27.18	27.68
Level 3	23.65	24.12	24.60	25.07	25.54	26.02	26.49

<b>TECHNOLOGY</b>	<b>BASE</b>	<b>LONGEVITY</b> 5 Years	<b>LONGEVITY</b> 10 Years	<b>LONGEVITY</b> 15 Years	<b>LONGEVITY</b> 20 Years	<b>LONGEVITY</b> 25 Years	<b>LONGEVITY</b> 30 Years
Technology Specialist	27.27	27.82	28.36	28.91	29.45	30.00	30.54

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)

Elementary Library Para gets \$2.00/hr extra



## EXHIBIT A — WHAT DOES “JUSTIFIABLE CAUSE” MEAN?

The concept of 'just cause,' referenced in Section 13.1, requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of "just cause" over the years, including, but not limited to the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer's investigation conducted fairly and objectively?
5. At the investigation, did the “judge” obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee’s proven offense and (b) the record of the employee in his or her service with the employer?

These tests are printed here for the education of employees and supervisors, and not as a limitation on the rights of the parties in any particular case.

## EXHIBIT B — WHAT IS THE “WEINGARTEN RIGHT”?

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

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

These duties and responsibilities are printed here for the education of employees and supervisors, and not as a limitation on the rights of the parties in any particular case.

## EXHIBIT C — WHAT IS THE “LOUDERMILL RIGHT”?

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

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

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

This information is provided for the education of employees and supervisors and is not a limitation on the rights of the parties in any particular case.

## MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF CASTLE ROCK AND CASTLE ROCK SCHOOL DISTRICT. THIS AGREEMENT IS ENTERED INTO PURSUANT TO SCHEDULE A OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Due to the reduction of Secretarial support at the high school for the 24-25 SY (reduced from four [4] to three [3] Secretary positions), and the increase of school Nurse services District-wide, Public School Employees of Washington / SEIU Local 1948 and CRSD agree for the 24-25 SY to the following:

1. For SY 24-25, change the assignment of the Health Care Coordinator (HCC), who had previously been assigned to the high school for half (.5) and the middle school for half (.5), to be placed full-time at the high school.
2. The HCC would continue to serve the high school health room for approximately half (1/2) of their time, and the other half (1/2) would be assigned clerical duties(as determined by the high school) to support the high school Secretary staff.
3. The HCC would receive the HRC hourly rate of pay for all duties performed.

This Agreement allows the parties to begin reviewing workloads and "rightsizing" throughout the District in secretary support and health room services.

Both parties agree this is for the 2024-2025 school year only and can be renewed by mutual agreement for subsequent years.

This Memorandum of Understanding shall be effective upon signing, shall remain in effect until August 31, 2025, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

CASTLE ROCK CHAPTER #503

BY: /e-signed by Rebecca McGhee/  
Rebecca McGhee, Chapter President

DATE: 10/15/24

CASTLE ROCK SCHOOL DISTRICT #401

BY: /e-signed by Chris Fritsch/  
Chris Fritsch, Superintendent

DATE: 10/14/24

## MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING 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.

### **SLP Paraeducator**

The parties agree that for the remainder of the 24/25 SY, an SLP Paraeducator position will be established with the following understanding:

1. The position will serve students K-12,
2. The position initially was established to provide services in the absence of a SLP,
3. The position continued to be necessary to provide services due to an influx of students requiring speech services,
4. The shortage of licensed SLP's, and
5. The position contributes to reducing the impact of overload for the existing SLP's.

This agreement is for the 24/25 SY but can be extended or renewed for future SY's by mutual agreement.

### **Elementary Health Room Coverage**

The parties agree that in the absence of the Health Room Coordinator, a pool of qualified employees will be identified. To that end,

1. The area of assignment for paraeducators is considered the building that they work in,
2. Article 10, Section 10.5 further stipulates that the most senior employee shall have the preferential right to extra duties,
3. Depending on which building the employees are assigned to for their regular duties will determine preferential rights,
4. The employee with the most seniority in the elementary building will have the preferential right to fill the assignment, should that person not wish to fill the assignment, the next candidate based on seniority and building assignment will be offered the position,
5. If no member of the pool from the elementary building accepts the assignment, the most senior member of the pool assigned to either the middle school or high school will be offered the assignment,
6. Steps #4 & #5 will be repeated until someone from the "pool" accepts the assignment,
7. All employees who are selected for the "pool" will be required to complete the training necessary to cover the Health Room.
8. The process identified in items #4 & #5 will be followed each time the need arises, and
9. The rate of pay will be the current year base rate for the Health Care Assistant.

The parties agree that this process should be done on an annual basis, preferably prior to the start of each school year or as soon as possible. Anyone who has been part of the pool will be required to apply each year should they wish to continue being part of the pool.

**Elementary Library Coverage**

The parties agree that in the absence of the Library paraeducator, a pool of qualified substitutes will be assembled with the following to apply:

1. The pool position will be posted to the PSE members who are assigned to the elementary school, area of assignment,
2. PSE members who meet the requirements must be trained in the specific duties that are associated with the position prior to filling any opportunity,
3. Should there be more than one PSE member who meets items #1 & #2 above, the member who has the most seniority will have the preferential right to fill the position per Article 10, Section 10.5 of the PSE Collective Bargaining Agreement,
4. The process identified in item #3 will be followed each time the need arises.
5. Per Article 6, Section 6.6, the rate of pay when filling this position will be the Level 3 Para base + \$2.00/hour per the current year PSE Salary Schedule.

The parties agree that this process should be done on an annual basis, preferably prior to the start of each school year or as soon as possible. Anyone who has been part of the pool will be required to apply each year should they wish to continue being part of the pool.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES  
OF CASTLE ROCK #503

CASTLE ROCK SCHOOL DISTRICT #401

BY: \_\_\_\_\_/signed by/  
Becky McGhee, Chapter President

BY: \_\_\_\_\_/signed by/  
Chris Fritsch, Superintendent

DATE: \_\_\_\_\_ January 16, 2025

DATE: \_\_\_\_\_ January 16, 2025



## MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING 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 Castle Rock Preschool Program funding comes directly from the District's general fund. The current reality is:

1. The state does not fund the preschool program in Castle Rock.
2. There are four (4) ½ day cohorts that meet four (4) days a week and one (1) ½ day cohort that meets on Wednesdays.
3. Only a few families pay a fee to access the program at the 24-25 rate of \$250/month.
4. The cost of the program's five (5) paraeducators and a .5 certificated staff member exceeds \$300,000 annually.
5. Fees collected average approximately \$50,000 annually.
6. By moving under the state ECEAP program through Lower Columbia Headstart/ECEAP, state funding through the ECEAP program will flow through to the District in order to offset the current expenses of the program.

In order to make the transition to move under the ECEAP umbrella, the parties agree to the following:

1. Program leads will be paid at their appropriate level 3 rate plus an additional \$2.00/hr in recognition of planning associated with program requirements.
2. Coursework required for program leads and assistants will be paid by the District per Article XVII, Section 17.1.
3. Program leads who do not possess the required certification will receive a one-time stipend upon completing the certification requirements on the following schedule:
  - a. The equivalent of one year\* coursework to complete all initial certification shall receive a one-time stipend of \$1,000 to be paid at time of program coursework completion.
  - b. The equivalent of two years\* coursework to complete all initial certification shall receive a one-time stipend of \$2,000 to be paid at time of program coursework completion.
  - c. The equivalent of three years\* coursework to complete all initial certification shall receive a one-time stipend of \$3,000 to be paid at time of program coursework completion.
  - d. The equivalent of four years\* coursework to complete all initial certification shall receive a one-time stipend of \$4,000 to be paid at time of program coursework completion.
  - e. The equivalent of five years\* coursework to complete all initial certification shall receive a one-time stipend of \$5,000 to be paid at time of program coursework completion.
4. The schedule in item #3 does not apply to employees who have already completed the certification requirement prior to taking this assignment and only to current PSE members at the time this MoU is enacted.
5. Program assistants will continue to be paid at the existing Level 2 rate.

6. Program assistants who do not possess the required certification will receive a one-time stipend upon completing the certification requirements of \$500.
7. Any Level 3 paras displaced by this transition(funding source of the CRSD Preschool Program) will retain their Level 3 salary if they move to a Level 2 or Level 1 position.

*\*One year of coursework is equivalent to 14 quarter credits or greater from LCC.*

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES  
OF CASTLE ROCK #503

CASTLE ROCK SCHOOL DISTRICT #401

BY: \_\_\_\_\_/signed by/  
Becky McGhee, Chapter President

BY: \_\_\_\_\_/signed by/  
Chris Fritsch, Superintendent

DATE: \_\_\_\_\_ June 17, 2025

DATE: \_\_\_\_\_ June 17, 2025



## 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.

**Rationale:** The parties enter into this letter of agreement because of the financial status of the Castle Rock School District and the desire of both parties to find creative ways to fund the existing preschool program in order to maintain services to preschool students ages 3-5 and to continue the employment of the five PSE positions that support approximately forty (40) students. To accomplish this goal, the District is entering into an agreement with Lower Columbia HeadStart/ECEAP. By doing so, which includes ensuring that preschool staff have the mandatory training and certification, the district will be reimbursed by Lower Columbia HeadStart/ECEAP for up to 85% of the current cost of the program.

**Understanding:** The education and training requirements for the program leads and assistants substantially changes the positions. To protect the preschool employees covered by the PSE Collective Bargaining Agreement, the parties agree that the Lead and Assistant positions need to be posted to all interested association members. In order to post these positions, a vacancy must exist. By applying the provisions of Article XIV, Section 14.2, the current employees will be potentially displaced. As such their jobs as they currently exist have been eliminated. By applying the provisions of Article XIV those employees will have the right to bump or displace a less senior Level 3 or lower level employee based on their level and seniority. For example, a current Level 3 Preschool para who is displaced could bump another Level 3, a Level 2 or a Level 1 less senior employee provided they possess the qualifications to fill the position. Or a Level 2 Preschool para who is displaced could bump another Level 2 or Level 1 para less senior employee provided they possess the qualifications to fill the position.

Once any movement occurs from the above action, the new Preschool Lead and Assistant positions will be posted and open for any current PSE paras to apply for. After the Lead and Assistant positions are filled any remaining displaced current PSE paras will be offered the right of first refusal to fill vacant positions.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES  
OF CASTLE ROCK #503

CASTLE ROCK SCHOOL DISTRICT #401

BY: \_\_\_\_\_ /signed by/  
Becky McGhee, Chapter President

BY: \_\_\_\_\_ /signed by/  
Chris Fritsch, Superintendent

DATE: \_\_\_\_\_ June 23, 2025

DATE: \_\_\_\_\_ June 23, 2025

## MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF CASTLE ROCK AND CASTLE ROCK SCHOOL DISTRICT. THIS AGREEMENT IS ENTERED INTO PURSUANT TO SCHEDULE A OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Due to the reduction of Secretarial support at the high school for the 25-26 SY (reduced from four [4] to three [3] Secretary positions), and the increase of school Nurse services District-wide, Public School Employees of Washington / SEIU Local 1948 and CRSD agree for the 25-26 SY to the following:

1. For SY 25-26, change the assignment of the Health Care Coordinator (HCC), who had previously been assigned to the high school for half (.5) and the middle school for half (.5), to be placed full-time at the high school.
2. The HCC would continue to serve the high school health room for approximately half (1/2) of their time, and the other half (1/2) would be assigned clerical duties (as determined by the high school) to support the high school Secretary staff.
3. The HCC would receive the HRC hourly rate of pay for all duties performed.

This Agreement allows the parties to begin reviewing workloads and "rightsizing" throughout the District in secretary support and health room services.

Both parties agree this is for the 2025-2026 school year only and can be renewed by mutual agreement for subsequent years.

This Memorandum of Understanding shall be effective upon signing, shall remain in effect until August 31, 2026, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

CASTLE ROCK CHAPTER #503

BY: \_\_\_\_\_ /signed by/  
Rebecca McGhee, Chapter President

CASTLE ROCK SCHOOL DISTRICT #401

BY: \_\_\_\_\_ /signed by/  
Chris Fritsch, Superintendent

DATE: \_\_\_\_\_ June 23, 2025

DATE: \_\_\_\_\_ June 23, 2025