

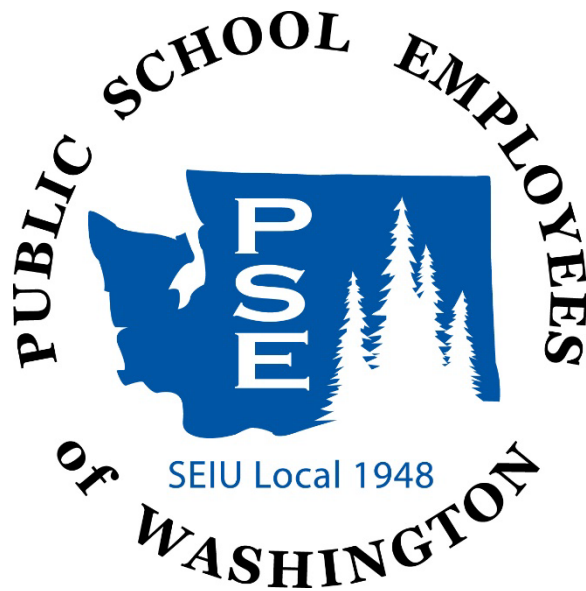
**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**COLUMBIA SCHOOL DISTRICT #400**

**AND**

**PUBLIC SCHOOL EMPLOYEES OF COLUMBIA/BURBANK**

SEPTEMBER 1, 2021 – AUGUST 31, 2024



**Public School Employees of Washington / SEIU Local 1948**

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1 **Section 2.2.1.**

2 The District shall have the right to include drug and alcohol testing for pre-employment, post-accident  
3 or follow-up before return to duty.  
4  
5  
6

7 **ARTICLE III**

8  
9 **RIGHTS OF EMPLOYEES**  
10

11 **Section 3.1.**

12 It is agreed that the employees in the unit defined herein shall have and shall be protected in the  
13 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.  
14 The District will not, directly or indirectly interfere with, restrain, coerce, or discriminate against any  
15 employee in the exercise of these rights.  
16

17 **Section 3.2.**

18 Each employee shall have the right to bring matters of personal concern to the attention of the  
19 appropriate Association representatives and/or appropriate officials of the District.  
20

21 **Section 3.3.**

22 Employees subject to this Agreement have the right to have Association representatives or other  
23 persons present at discussions between themselves and supervisors or other representatives of the  
24 District as hereinafter provided.  
25

26 **Section 3.4.**

27 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,  
28 exclusive of compensation for services rendered to appropriate officials of the Association.  
29

30 **Section 3.5.**

31 Neither the District, nor the Association, shall discriminate against any employee subject to this  
32 Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a  
33 physical handicap with respect to a position, the duties of which may be performed efficiently by an  
34 individual without danger to the health or safety of the physically handicapped person or others.  
35

36 **Section 3.6.**

37 Each employee reserves the right to see all material placed in his/her personnel file and to review the  
38 entire file upon request, provided that the request is made during regular working hours at the District  
39 personnel office. Disciplinary material contained in the file shall, upon request, be removed two (2)  
40 years after its placement in the file. No material shall be placed in the personnel file without first being  
41 brought to the attention of the employee.  
42

43 **Section 3.6.1.**

44 The following progression of employee discipline shall generally be followed: verbal warning,  
45 written reprimand, suspension, termination. When an employee receives a written reprimand or  
46 warning from a supervisor that is to be placed in his/her personnel file, the employee will be  
47 expected to sign the form, such signature only indicating that he/she is aware of its existence.  
48 Such notice to the employee shall be considered as adequate notice that a written response to

1 the reprimand may be completed to be attached to the reprimand document which is kept in the  
2 personnel file. Upon receipt of an employee's signed response, the District shall include it  
3 within the personnel file. Employees have the right to attach a rebuttal to the evaluation and it  
4 will become a permanent part of the file.

5  
6 **Section 3.7.**

7 In all disciplinary actions where formal, written charges are to be given an employee, the  
8 District will give the following notice:

- 9 A. Minimum notice of twenty-four (24) hours prior to the meeting time.  
10 B. Give the employee a copy of the written charges a minimum of twenty-four (24) hours  
11 prior to the meeting time.  
12 C. Inform the employee that he/she has the right to have representatives of their choosing  
13 at the meeting.

14  
15 **Section 3.8. Definitions of Employees.**

16 **Regular Employee** - Is one who has a regular daily assignment.

17  
18 **Substitute Employee** - Is one who is employed sporadically to fill a position of a full-time,  
19 regular, or temporary classified employee in an existing position. A substitute employee who  
20 works one-sixth (1/6) of a normal academic year in any one (1) year or preceding year, will be  
21 represented for wages as outlined in Schedule A and will have no other contractual benefits as  
22 per (WAC 391-35-350).

23  
24 **Temporary Employee** - Any time a regular position is known to be vacated for forty (40)  
25 consecutive workdays, it shall become a temporary position and shall be posted indicating the  
26 approximate duration listed on the posting. Regular employees may apply and will be assigned  
27 according to Article XIII, Section 13.3. If a regular employee fills the temporary position,  
28 his/her position will be posted as a temporary position and filled by a qualified regular  
29 employee or a substitute. In no case will more than two (2) employees be allowed to change  
30 positions. Any subsequent employee's position will not be posted but will be filled by a  
31 substitute.

32  
33 All regular employees affected by a temporary move will return to their former positions and  
34 appropriate rates of pay when the temporary position has expired.

35  
36 New employees who are assigned to a temporary position will earn seniority, leaves and wages  
37 appropriate to the position in accordance with this Agreement after ninety (90) consecutive  
38 days. Benefits shall be accrued and can be accessed after being earned; provided however,  
39 benefits will only be paid to one (1) employee per position.

40  
41 **Section 3.9.**

42 The District may request proof of immunizations from its employees. Once immunization records have  
43 been provided to the District such records shall be maintained at the district office. No specific vaccine  
44 shall be required as a condition of employment unless ordered by the Washington State Department of  
45 Health, unless there is a medical, religious, or philosophical objection as per law. Employees without  
46 required vaccinations may only be excluded from the work site if so, ordered by the Washington State  
47 Department of Health.

1 **Section 3.10.**

2 The Employer is committed to providing a work environment free from unlawful harassment. The  
3 Employer will not tolerate actions, words, jokes, or comments based on an individual’s sex, race,  
4 ethnicity, age, religion, sexual orientation, or any other legally protected characteristic. Any employee,  
5 supervisor, or bargaining unit member engaging in sexual or other unlawful harassment will be subject  
6 to appropriate corrective action, up to and including termination of employment.  
7  
8  
9

10 **ARTICLE IV**

11 **RIGHTS OF THE ASSOCIATION**

12  
13  
14 **Section 4.1.**

15 The Association has the right and responsibility to represent the interests of all employees in the unit  
16 and to present its views to the District on all matters of concern, and to enter into collective  
17 negotiations with the object of reaching an agreement applicable to all employees within the  
18 bargaining unit. The Association shall be consulted with respect to the manner and method of any  
19 reduction in force because of lack of work or other legitimate reasons.  
20

21 **Section 4.2.**

22 The Association shall promptly be notified by the District of any grievance or disciplinary action of  
23 any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure  
24 Articles contained herein. The Association is entitled to be present at any and all hearings for the  
25 resolution of such grievances.  
26

27 **Section 4.3.**

28 The Association reserves and retains the right to delegate any right or duty contained herein to the  
29 appropriate officials of the Public School Employees of Washington/SEIU Local 1948.  
30

31 **Section 4.4. Bulletin Boards.**

32 The District shall provide a bulletin board space in each building and the bus lounge for the use of the  
33 Association. The bulletins posted by the Association are the responsibility of the officials of the  
34 Association. Each bulletin shall be signed by the Association official responsible for its posting.  
35

36 **Section 4.5.**

37 When formal meetings are held between the Association and the District, each party shall be  
38 responsible for preparing its own minutes.  
39

40 **Section 4.6.**

41 Time during working hours, whenever possible, will be allowed Association representatives for  
42 attendance at meetings with the District. Time, whenever possible will also be allowed for  
43 representatives to discuss with the employees’ grievances and appropriated matters directly related to  
44 work situations in their area or craft. Association representatives will guard against the use of excess  
45 time in the handling of such matters.  
46

47 **Section 4.7.**

48 Visitation rights shall be granted to the designated representative of the Public School Employees of



1 Washington/SEIU Local 1948 to visit with employees in the appropriate bargaining units for purposes  
2 of grievance procedures and/or general information data. The visiting delegate shall notify the School  
3 District of his arrival.

4  
5 **Section 4.8.**

6 The Columbia School District established the Professional Development Pool of two-thousand dollars  
7 (\$2,000.00). The District will work through Labor Management to ensure there are professional  
8 development opportunities. The employee will use the PSE Professional Development Reimbursement  
9 Request form as needed.

10  
11 **Section 4.9.**

12 The President of the Association and his/her designated representative will be provided time off  
13 without loss of pay to a maximum of six (6) days per year to attend regional or state meetings with the  
14 purpose of these meetings is in the best interest of the District as determined by the District  
15 Administration and the Association. The Association will pay for a substitute if a substitute is hired.

16  
17 **Section 4.10.**

18 Within ten (10) calendar days each new hire shall be offered the opportunity during their workday to  
19 meet with a representative from the Union for no more than thirty (30) minutes to give an overview of  
20 the Association and the rights of the Collective Bargaining Agreement at a mutually agreed upon time  
21 between the District and Association. The District will offer space for the Union to provide this  
22 service.

23  
24  
25 **ARTICLE V**

26  
27 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

28  
29 **Section 5.1.**

30 It is agreed and understood that appropriate matters for consultation and negotiation are grievance  
31 procedures, wages, hours and working conditions.

32  
33 **Section 5.2.**

34 It is further agreed and understood that the District will consult with the Association, and meet with the  
35 Association upon its request, in the formulation of any changes being considered in existing benefits,  
36 policies, practices, and procedures that would directly affect the employees pursuant to Section 1.1.

37  
38 **Section 5.3.**

39 It is further recognized that this Agreement does not alter the responsibility of either party to meet with  
40 the other party to advise, discuss or consult regarding matters concerning working conditions not  
41 covered by this Agreement.

42  
43 **Section 5.4.**

44 The Association will as appropriate, be advised of current and predicted workload information.  
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**ARTICLE VI**

**LABOR MANAGEMENT COMMITTEE AND WORKPLACE SAFETY**

**Section 6.1.**

The Association will designate a Labor Management Committee of no more than five (5) representatives from the Association to meet with the Superintendent of the District or his/her designated representatives on a mutually agreeable regular basis, but no less than quarterly to discuss appropriate matters.

**Section 6.1.1.**

The District will provide suitable space and a mutually agreeable time to conduct such meetings. If time is spent outside of the workday, the employee will be paid their regular rate of pay.

**Section 6.2. Workplace Safety.**

Health and Safety protocols will be clearly communicated and provided in writing to all employees at each site. Each worksite will have a Safety committee with representation from each bargaining unit.

**ARTICLE VII**

**LEAVES**

**Section 7.1. Sick Leave.**

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick leave per school year. An employee who works eleven (11) days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated to the maximum allowable according to State Law. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift: provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and accumulated benefits will be expended on an hourly rather than a daily basis. Sick leave will be granted for illness, injury and emergencies as herein provided. A physician's statement of illness may be required upon the request of the Superintendent or designee, if more than three (3) consecutive days are missed.

**Section 7.1.1. Sick Leave Attendance Incentive 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) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which compensation has been received shall be deducted from accrued leave at the rate of four (4) days for every one (1) day of monetary compensation.





1 At the time of separation from school district employment due to retirement or death, an  
2 eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1)  
3 day's current monetary compensation for each four (4) days of accrued leave for illness or  
4 injury. The maximum accumulation for calculation of remuneration is one hundred eighty  
5 (180) days. At the time of separation from employment, an employee who is eligible pursuant  
6 to the provisions of RCW 25A.400.210, shall be allowed to cash out their sick leave, provided  
7 severance notification occurs by April 1 for payment in the August paycheck.

8  
9 **Section 7.1.2.**

10 Sick leave sharing will be allowed in accordance with RCW 28.400.380 and School Board  
11 Policy No. 5406.

12  
13 **Section 7.2. Emergency Leave.**

14 Upon approval by their supervisor, employees will be granted emergency leave. For the purposes of  
15 this leave, an emergency is defined as a problem that was suddenly precipitated, was of such a nature  
16 that preplanning was not possible, or where preplanning could not relieve the necessity for the  
17 employee's absence. Emergency leave is deductible from accumulated sick leave.

18  
19 **Section 7.3. Paid Leave for Bereavement.**

20 Paid leave may be applied to absence caused by a death in the employee's immediate family. Up to five  
21 (5) days leave per occurrence in one (1) contract year may be authorized. This leave may be taken  
22 intermittently within one (1) year of occurrence, with approval from Superintendent. Immediate family  
23 includes mother, father, spouse, son, daughter, brother, brother-in-law, sister, sister-in-law, mother-in-  
24 law, or father-in-law, grandchild, aunt or uncle, grandparent, niece, nephew, stepchildren, stepmother,  
25 stepfather, son-in-law, daughter-in-law, or a person living in the same household as the employee. The  
26 District retains the right to require the employee to supply proof of death and/or relationship of  
27 descendent as well as justification or time required for bereavement related activities. Paid leave for  
28 bereavement will require prior approval. The Superintendent or designee shall exercise discretion in  
29 granting paid bereavement leave that is not covered above, such as a close personal friend or co-  
30 worker.

31  
32 **Section 7.4. Personal Leave Days.**

33 Three (3) paid leave days shall be granted for an employee's absence when a personal situation arises,  
34 provided a substitute can be secured. These three (3) days per year (first contracted day to the June  
35 payroll date) are separate from sick leave and bereavement leave. Employees may use two (2) days of  
36 personal leave in hourly increments. Employees not using their personal leave shall be able to cash out  
37 any remaining personal leave days, at the employee's current rate of pay, to be paid in June of each  
38 school year. Unused personal days may be carried over to the next year up to a maximum of five (5)  
39 days. The employee may choose to convert two (2) days of personal leave to sick leave at the  
40 conclusion of the school year rather than cash-out the days. Employees who have completed fifteen  
41 (15) years of service with the District will be given a 4th day which will be deducted from employee's  
42 sick leave.

43  
44 **Section 7.4.1. Incentive Day.**

45 Each employee with ten (10) years or more of continuing service to the district shall be granted  
46 one (1) day of incentive leave to be deducted from sick leave. The incentive day may not be  
47 cashed out or carried over to the following year.

1 **Section 7.5. Paid Leave for Maternity/Paternity.**

2 Paid leave may be applied to absence caused by childbirth and the employee's recovery from  
3 childbirth; provided that the employee shall be required to produce a physician's statement that such  
4 leave is necessary. The employee must notify the District in writing of the employee's beginning of  
5 absence and the intended day of return to work. The employee may be required to coordinate the return  
6 to work with the employee's physician and the Superintendent. An employee who has exhausted paid  
7 leave because of childbirth and/or recovery from childbirth may apply for an unpaid leave of absence  
8 in accordance with unpaid leaves contained in this Agreement.

9  
10 **Section 7.6. Unpaid Leave of Absence.**

11 An employee may be granted a leave of absence without pay for up to one (1) year. A second (2nd)  
12 year may be granted for reasons of extended illness or disability with proof of a letter from a certified  
13 medical provider. Such leave may be granted after the employee has made a written statement  
14 specifying the reasons for the requested leave without pay and the intended date of return to  
15 employment with the District. The District retains all rights in granting or not granting a leave of  
16 absence without pay.

17  
18 An employee who fails to return to work on the stated day of return shall forfeit all claims to  
19 employment with the District except that leave may be extended upon written application by the  
20 person on leave and the express approval by the Superintendent. If a position of employment is open at  
21 the time an employee returns from leave of absence and the employee is qualified to fill such position,  
22 the District will offer the returning person the position; or similar to the position left by the employee  
23 at the time the leave of absence was begun.

24  
25 **Section 7.7. Jury Leave.**

26 In the event an employee subject to this Agreement is summoned to serve as a juror or is named as a  
27 co-defendant with the School District, he or she will receive his or her normal days' pay for each day  
28 he or she is required in court. The District may require documentation or verification of jury duty  
29 service (WAC 357-31-310). The employee may retain expenses for travel, meals and other costs  
30 associated with jury duty (WAC 192-790-070). Compensation for jury duty time shall be reimbursed  
31 to the District.

32  
33 **Section 7.8. Family Leave.**

34 Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), the employer  
35 agrees to apply the provisions of that Act to all employees in the bargaining unit who worked nine-  
36 hundred and fifty (950) hours or more in the previous twelve (12) months and meet the other eligibility  
37 requirements contained in the FMLA. In addition to any other leave provided for elsewhere in this  
38 Agreement, upon the birth of a child, the placement of a child with an employee for adoption or foster  
39 care, or for a serious health condition of an employee or an employee's spouse, child, or parent, each  
40 employee who has worked nine-hundred and fifty (950) hours in the previous twelve (12) months is  
41 entitled to a maximum of twelve (12) weeks unpaid leave; provided, however, that employees may  
42 substitute accrued vacation or other personal leave for leaves related to the birth/adoption/foster care of  
43 a child and may use accrued sick leave to care for themselves or sick family members as defined above.  
44 The employee must provide the Employer with at least thirty (30) days written notice for foreseeable  
45 leaves for birth, adoption and planned medical treatment. During this leave, the Employer will continue  
46 to pay the same portion of insurance premiums as when the employee was working and will maintain  
47 the employee's coverage under any group health plan. Upon return from such leave, the Employer will  
48 place the employee in his or her previous position, or one with equivalent pay and benefits.

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**ARTICLE VIII**

**VACATIONS**

**Section 8.1.**

Full-time, twelve (12) month employees are entitled to vacation based off the schedule below. Twelve (12) month employees working less than twelve (12) months in a contract year and/or working less than full-time during the contract year shall receive a prorated number of vacation days and hours. Full-time for purposes of vacation shall mean a regular eight (8) hour shift. Such vacation shall be taken at a time(s) approved by the Superintendent or his designee. With the Superintendent's approval one (1) week of vacation may be carried over to the next year.

<u>Years Completed</u>	<u>Vacation</u>
0-2 Years	5 Days
3-5 Years	10 Days
6-10 Years	15 Days
11+ Years	20 Days

**Section 8.2.**

Vacations for eligible employees shall be scheduled at the request of the employee and with approval of the supervisor. Eligible employees with the greatest seniority shall be entitled to preference as to dates of vacation. Vacations must be scheduled in a manner so as not to disrupt the normal activities of the District.

Employees who have earned more than three (3) weeks' vacation may take an additional week following the annual two (2) week shutdown. All other employees shall take two (2) weeks' vacation during the two (2) week shutdown, and the remainder of their vacation, during either Christmas break, spring break or as mutually agreed to by the employee and the supervisor.

**ARTICLE IX**

**HOLIDAYS**

**Section 9.1.**

Full-time, twelve (12) month employees are entitled to the following paid holidays that occur during the employee's work year: If the holiday falls on a Sunday, Monday will be the designated holiday. If the holiday falls on a Saturday, then Friday will be the designated holiday.

- |                           |                           |
|---------------------------|---------------------------|
| 1. Labor Day              | 7. Day after Christmas    |
| 2. Veterans Day           | 8. New Year's Day         |
| 3. Thanksgiving Day       | 9. Martin Luther King Day |
| 4. Day after Thanksgiving | 10. President's Day       |
| 5. Day before Christmas   | 11. Memorial Day          |
| 6. Christmas Day          | 12. Fourth of July        |

Juneteenth will be added as a holiday for 210-260 day employees as determined by Washington State Law beginning in 2022.



1  
2 **Section 9.1.1. Worked Holidays.**

3 Employees who are required to work on the above-described holidays shall receive the pay due  
4 them for the holiday, plus twice their base rate for all hours worked on such holidays.  
5

6 **Section 9.1.2. Holidays During Vacation.**

7 Should a holiday occur while an employee is on vacation, the employee shall be allowed to  
8 take one extra day of vacation with pay in lieu of the holiday as such.  
9

10 **Section 9.2.**

11 Less than full-time employees shall receive the following paid holidays that fall within their work year:  
12

- |    |                           |                           |
|----|---------------------------|---------------------------|
| 13 | 1. Labor Day              | 6. Day after Christmas    |
| 14 | 2. Veterans Day           | 7. New Year's Day         |
| 15 | 3. Thanksgiving Day       | 8. Martin Luther King Day |
| 16 | 4. Day after Thanksgiving | 9. President's Day        |
| 17 | 5. Christmas Day          | 10. Memorial Day          |
- 18  
19  
20

21 **ARTICLE X**

22 **INSURANCE**

23  
24  
25 **Section 10.1. SEBB.**

26 The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide  
27 funding for all bargaining unit members and their dependents as required by State law, the State  
28 Operating Budget, and the School Employees Benefits Board (SEBB). Inclusive of employer funding  
29 will be payment of the retiree carve-out for all eligible employees.  
30

31 **Eligibility:**

- 32 • SEBB health care plans are available for individual employees who work a minimum number  
33 of hours as determined by SEBB eligibility rules.  
34

35 The Regionally Accessible Health Care programs provided by SEBB carriers will be available to  
36 employees and will include:  
37

38 **REQUIRED (100% covered premium)**

- 39 • Vision
  - 40 • Dental
  - 41 • Basic Life
  - 42 • Long Term Disability
  - 43 • AD&D Insurance
- 44

45 **VOLUNTARY**

- 46 • SEBB Medical Plans  
47  
48



1 **Other Benefits:**

2 Flexible Spending Arrangement, Health Savings Accounts, Dependent Care Assistance, and other  
3 voluntary employee paid SEBB programs will be available to employees under terms as determined by  
4 SEBB. The District will provide access to an Employee Assistance Program at no cost to the  
5 employee. Other Non-SEBB programs are available to employees but are not funded from the amount  
6 provided by the District.  
7

8 Enrollment forms are available in the benefits office. The District and Association will mutually  
9 determine non-SEBB voluntary plans. These plans may not be implemented without prior written  
10 agreement of the District and Association. A list of the programs eligible for payroll deduction is  
11 available at the District payroll office.  
12

13 **Enrollment Period:**

14 Enrollment period will be from October 1 to November 15 or as otherwise set by SEBB. When the  
15 enrollment ends, no insurance options may be added or deleted during the contract year except for  
16 changes in family status or job status. If an employee fails to enroll within the open enrollment period  
17 and will be placed on the default medical, dental and vision plans as determined by SEBB.  
18

19 If an employee is hired after the open enrollment period, he or she may enroll in approved plans prior  
20 to the first day of the following month. If the employees fail to enroll, they will be placed in a default  
21 medical, dental and vision plans as determined by SEBB.  
22

23 **Termination of Benefits:**

24 For employees who resign their position but are employed through the last workday of the school year,  
25 their resignation will be deemed effective on August 31 and their SEBB benefits will continue to that  
26 date. When resignation/termination takes places during the school year, the employee's SEBB benefits  
27 will continue to the last day of the month in which resignation/ terminations occurs.  
28

29 **Sharing Health Care Contributions:**

30 SEBB does not allow for dual coverage within SEBB. Spouses/domestic partners who are both  
31 employees of the District may choose to enroll both employees for medical coverage under one (1)  
32 SEBB account along with medical and required benefits for their dependents. However, each  
33 employee must register for dental, vision, and other required benefits under their own SEBB account.  
34

35 **Ineligibility:**

36 If the District does not anticipate an employee will be eligible, they must notify the employee the  
37 specific reason in writing. The District will not deny or limit an employee's work hours for the purpose  
38 of preventing SEBB benefit eligibility.  
39

40 **Section 10.2.**

41 The District shall provide tort liability coverage for all employees subject to this Agreement.  
42

43 **Section 10.2.1.**

44 The parties agree to abide by all state laws relating to School District employees' benefits,  
45 RCW 28A.400.275 (1).  
46  
47  
48

1 **Section 10.3. Washington Paid Family and Medical Leave (PFML).**

2 Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by  
3 law:

- 4 • The District shall annually notify employees about the benefits available under PFML.
- 5 • Employees that qualify for FMLA may also qualify for PFML.
- 6 • Employees will be required to file a claim for PFML benefits with the Employment  
7 Security Division (ESD) at the following email address [https://paidleave.wa.gov/get-](https://paidleave.wa.gov/get-ready-to-apply/)  
8 [ready-to-apply/](https://paidleave.wa.gov/get-ready-to-apply/) all payments will come from the ESD.
- 9 • Employees will be required to contact the Employment Security Guidelines to  
10 determine the amount of leave available.
- 11 • To qualify for PFML, employees must work no less than eight hundred and twenty  
12 (820) hours of employment in Washington State during the qualifying period.  
13 Employment Security will determine the employee’s eligibility and benefit.
- 14 • Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or  
15 [www.paidleave.wa.gov](http://www.paidleave.wa.gov) for all information pertaining to this leave.
- 16 • District and employees shall pay premium costs as per state law.

17  
18 **Section 10.4. VEBA (Contribution on behalf of the District).**

19 The District will provide twenty-five dollars (\$25.00) a month into a VEBA account for each  
20 employee.

21  
22  
23 **ARTICLE XI**

24  
25 **HOURS OF WORK AND OVERTIME**

26  
27 **Section 11.1. Hours of Work.**

28 All classified employees shall be assigned in advance to a definite shift with designated times of  
29 beginning and ending such shift shall not be changed without two (2) weeks written notice to the  
30 employee.

31  
32 **Section 11.1.1.**

33 The Administration shall determine the length of each shift. Pay will be granted for work  
34 assignment and rest periods only, except as hereinafter provided. A fifteen (15) minute first half  
35 and a fifteen (15) minute second half rest period will be allowed for employees assigned more  
36 than seven (7) hours of work daily.

37  
38 **Section 11.1.2.**

39 In the event an employee is assigned less than seven (7) hours daily, the employee shall be  
40 given a fifteen (15) minute rest period during each three and one-half (3½) hours of work.

41  
42 **Section 11.1.3.**

43 The work week shall be Saturday through Friday for payroll purposes.

44  
45 **Section 11.1.4.**

46 Employees required to work through their regular lunch periods will be given time to eat at a  
47 time agreed upon by the employee. Any employee, who works his /her entire shift, including  
48 the lunch period, shall be compensated for the lunch period.



1 **Section 11.2. Job Postings.**

2 The district shall notify the Association President within three (3) business days when any newly  
3 created position or temporary position occurs within the bargaining unit or positions are vacated.  
4 Following notification of said position, it shall be posted in district within five (5) business days. A  
5 posting must remain in district for five (5) workdays prior to posting outside of district, unless waived  
6 by the Association President or his/her designee. A position may increase fifteen (15) minutes without  
7 posting after notification to the Association President. Should the position increase sixteen (16)  
8 minutes or more within a given school year, the position will be reposted. No position shall be  
9 increased more than once (1) within a given school year under fifteen (15) minutes without having to  
10 post the extra time.

11  
12 **Section 11.3.**

13 In the event of an unusual school closure or delay due to inclement weather, plant in operation, or the  
14 like, the District will notify local radio stations by 6:00 am. In the event the District fails to make the  
15 above notification, employees reporting to work shall receive a minimum of two (2) hours pay at base  
16 rate. The Superintendent or designee will be responsible for directing buses in outlying areas due to  
17 inclement weather. All employees will be offered opportunities to be kept whole.

18  
19 **Section 11.3.1.**

20 In the event of a delayed start or early release as per Article XI, Section 11.3., above, the  
21 employee(s) in the Transportation, Secretarial, Educational Support and Food Service  
22 classifications shall have the following options:

- 23 • The supervisor and the employee will mutually schedule the unworked hours.
- 24 • The employee may request vacation or personal leave.
- 25 • The employee may request emergency leave, which comes out of sick leave.
- 26 • The employee may accept a deduction of pay for the unworked hours.

27  
28 The employee will indicate the chosen option on their timecard by payroll cutoff for that work  
29 period. Failure to do so will result in the payroll secretary or payroll entering a deduction of pay  
30 for such time.

31  
32 **Section 11.4.**

33 Employees requested by the District to replace an employee on leave in a higher paid position or job  
34 classification shall receive additional compensation by moving the affected employee to their step in  
35 the higher paid position or job classification. Any employee who is temporarily transferred from a  
36 higher paid position to a lower paid position or job classification shall retain the higher rate of pay.

37  
38 **Section 11.4.1.**

39 Regularly scheduled employees who cover the position of Office Manager for breaks and or  
40 lunches shall be compensated at the rate of the Records Clerk position or their regular rate of  
41 pay whichever is greater as per Section 11.4. of the Collective Bargaining Agreement.

42  
43 **Section 11.4.2.**

44 Paraeducators, who are taking the teacher's place, will be paid five (\$5.00) dollars an hour  
45 above their current hourly rate, provided this has been approved by the Superintendent or  
46 designee.



1 **Section 11.5. Overtime.**

2 All hours worked in excess of forty (40) hours per workweek, shall be compensated at the rate of one  
3 and one-half (1½) times the employee's base hourly rate, if approved by the Superintendent or  
4 designee. The employee shall have the option of having the time computed as comp time or as pay at  
5 one and one-half (1½) the base rate, in accordance with the Fair Labor Standards Act (FLSA).  
6

7 **Section 11.5.1.**

8 Employees called back to work shall receive no less than two (2) hours pay at the appropriate  
9 rate. Time worked in excess of two (2) hours under such conditions shall be rounded to the  
10 nearest quarter (¼) hour.  
11

12 **Section 11.5.2.**

13 Paraeducators whose job requires the following: diapering, catheterization or tube feeding,  
14 shall be paid as per Schedule A under Paraeducator as per Section 11.5.2.  
15

16 **Section 11.6. Transportation Provisions.**

17 **Section 11.6.1. Definitions for Transportation Personnel.**

18 Route: combined am & pm routes.

19 Midday: a route that can't be defined as am or pm.  
20  
21

22 **Section 11.6.2. Bid Fair Process.**

23 A bid fair will be held one (1) week prior to pooling of insurance, at a mutually agreeable time  
24 between the district and the Association. The bid fair will proceed as follows:  
25

- 26 1. Prior to the regular route bidding date, the Transportation Supervisor, Maintenance and  
27 Transportation Coordinator shall meet with drivers to discuss the process and all written  
28 information to be included in the route bidding. At this time any pending routes shall be  
29 disclosed. Also, any operational practice changes by management shall be presented  
30 and discussed by drivers.  
31
- 32 2. Each driver will have fifteen (15) minutes paid time to bid. The route times will be  
33 posted two (2) workdays prior to bid fair. These times are inclusive of all routes and  
34 clean up time. Each route shall be posted with estimated hours and mapping.  
35
- 36 3. Bidding shall commence with the senior driver and continue by seniority until  
37 complete. No driver may bid for another driver; if an emergency situation arises where  
38 the employee is unable to bid, both the District and the Association will meet to discuss  
39 the process. All efforts shall be made to accommodate current driving schedules. No  
40 driver may bid routes that have schedule conflicts. Should a route not be bid upon, it  
41 will be assigned by the transportation supervisor and assigned to the least senior person.  
42
- 43 4. Once bidding is complete drivers shall begin new route assignments the following  
44 Monday after bidding.  
45
- 46 5. Management may adjust bus assignment throughout the year based on route  
47 composition or special needs of drivers/students.  
48



- 1           6. On completion of bidding the Transportation and Maintenance Coordinator shall  
2           provide the association with all information for the current year and post in area visible  
3           for all to see.  
4  
5           7. If an employee does not meet the hourly insurance requirements, additional time will be  
6           made available which will include extra-curricular trips. If the employee refuses the  
7           additional time, they would not be eligible for medical benefits. If extra-curricular trips  
8           are not available, additional work will be provided to make up the hourly differential.  
9

10           **Section 11.6.3. Extra Trips and Routes.**

11           All extra trips and routes will be assigned by the District, with preferential assignment to the  
12           most senior drivers, unless an extra trip assignment will result in overtime pay, then the trip  
13           will be offered to the next most senior driver. Substitute drivers will be assigned after regular  
14           drivers have been given an opportunity to accept the assignment and have declined. The  
15           District will offer vacated mid-day routes to drivers, provided that those drivers have indicated  
16           their ability to take such routes on a weekly basis. Driver eligibility is subject to the forty (40)  
17           hour per week limit. This agreement pertains to those routes that have been approved, at least  
18           one (1) day in advance, to be vacated. Drivers may be assigned to vacate routes any day, any  
19           time, when it does not conflict with their regular scheduled routes. Eligible drivers will be  
20           called one (1) time, in order of seniority, for each vacated run. Those who have signed up to be  
21           on the call list for vacated routes must drive the extra route when contacted.  
22

23           **Section 11.6.4.**

24           Extra trips shall be assigned on a seniority basis to regular drivers who have not exceeded the  
25           forty (40) hour per week limit. Shall no senior employee elect to take such extra trips, the least  
26           junior employee shall be assigned the extra trip. Hours worked in any classification within the  
27           District are included in the forty (40) hour maximum. If the supervisor approves, drivers will be  
28           allowed to vacate regular routes to stay below the forty (40) hour limit. The District shall have  
29           the option to charter the following: All school sponsored trips over one-hundred-twenty (120)  
30           miles except when those trips are scheduled for Saturdays or non-school days. Further, the  
31           District may charter all trips to state tournaments.  
32

33           **Section 11.6.5.**

34           Drivers and attendants will be paid at their driving hourly rate for time spent in attendance at  
35           required meetings. The in-service meeting will be paid at the driving rate.  
36

37           **Section 11.6.6.**

38           Assignments shall be established by the District in relation to bus routes and time requisite to  
39           fulfilling tasks assigned by the Superintendent or his designee; provided, however, that no bus  
40           route or extra trips shall consist of less than one (1) hour. The fifteen (15) minute pre-trip is a  
41           part of the one (1) hour guarantee. Trips over forty-five (45) minutes will be paid at a minimum  
42           of one (1) hour and fifteen (15) minutes. If there is less than thirty (30) minutes layover time  
43           between assignments, the employee's shift shall continue uninterrupted.  
44

45           **Section 11.6.7.**

46           Drivers shall be compensated for show-up time of two (2) hours on weekdays and three (3)  
47           hours on weekends when previous notice was not given on a canceled assignment.  
48

1 If two (2) or more buses go on a trip to one location, the drivers shall be notified before the trip  
2 starts if one (1) bus is returning early.

3  
4 **Section 11.6.8.**

5 Drivers shall be allowed fifteen (15) minutes per run as pre-trip time as provided by State law.  
6 Additional time shall be allotted due to unusual conditions as approved by the Superintendent  
7 or designee. This time shall be paid at the driver's current rate.

8  
9 **Section 11.6.9.**

10 Drivers shall be allowed thirty (30) minutes per day for regular runs and thirty (30) minutes per  
11 extra trip for clean-up. This time shall be paid at the driver's current driving rate. Provided  
12 further, that drivers shall be paid for one (1) hour of driving time to pick up and deliver District  
13 vehicle to the service facility, as approved by the Superintendent or designee.

14  
15 **Section 11.6.10.**

16 Employees called back on a regular workday shall receive no less than two (2) hours pay at the  
17 appropriate rate. Time worked in excess of two (2) hours under such conditions shall be  
18 rounded to the nearest quarter (¼) hour.

19  
20 **Section 11.6.11.**

21 Events that require out of town and overnight stays shall be preliminarily posted with the  
22 transportation department ten (10) school days prior to scheduled departure, allowing drivers to  
23 review scheduling and assure driver availability.

24  
25 A driver or drivers assigned these events shall be compensated for all hours driving. Drivers  
26 shall be provided their own motel room and the current per diem rate for meals according to  
27 board policy. Any driver required to transport students and chaperones to different locations  
28 during these events shall receive drivers wage while waiting for return transport to original  
29 location of departure. Drivers on said trip shall also be given eight (8) hours of drivers' wage  
30 compensation per day when no driving is scheduled.

31  
32 **Section 11.7. Small Vehicle Usage.**

33 For student transport involving nine (9) passengers (driver and eight [8] students), one (1) vehicle may  
34 be used by the district. Student transport requirements exceeding the listed criteria shall be assigned  
35 transport in a school bus. Should the district fail to have a qualified driver (per district protocol)  
36 available for any reason, the association seniority assignment process shall be used to complete the  
37 student transport.

38  
39 **Section 11.8.**

40 The District will pay the full amount for a Department of Transportation (D.O.T.) physical  
41 examination as required by the District or State regulations. The District shall establish an arrangement  
42 with an examiner on the national registry of "Certified Medical Examiners" as per OSPI in the May  
43 2014, State of Washington Driver's Handbook to provide required examinations for employees, the  
44 cost of which would be submitted directly to the District for payment.

45  
46 The District shall reimburse up to three (3) substitute bus driver physicals annually, after they have  
47 completed twenty (20) workdays.

1 **Section 11.9.**

2 The District agrees to pay up to one-hundred and fifty dollars (\$150) toward any license and or  
3 certification that is required for the position. These licenses and certifications are as follows: Food  
4 Handler’s Permit, CDL renewals, Driver Trainer Certification, Pesticide License, license renewal for  
5 SLPA and First Aide Instructor’s Certification as required for the position. Excluding these is  
6 employee’s personal driver’s license.

7  
8 **Section 11.10. Bus Driver Annual Conference.**

9 Up to four (4) Bus Drivers shall be compensated for time spent annually at the WAPT Conference (or  
10 equivalent) Training.

11  
12 **Section 11.11.**

13 Employee(s) who successfully complete the Pupil Transportation Management Training Program shall  
14 receive an additional fifty cents (\$.50) per hour as is identified by the District as the primary driver  
15 trainer in any given year.

16  
17 **Section 11.12.**

18 Newly hired bus drivers committed to work shall receive a signing bonus of seven-hundred and fifty  
19 dollars (\$750) once they have completed one (1) full year or twelve (12) months of employment.

20  
21  
22  
23 **ARTICLE XII**

24  
25 **GRIEVANCE PROCEDURE**

26  
27 **Section 12.1.**

28 A grievance is defined as an alleged occurrence of a specific Article or Section of this Agreement. If  
29 any such grievance arises, there shall be no stoppage or suspension of work because of such grievance.  
30 Such grievance shall be submitted to the following grievance procedure.

31  
32 **Section 12.1.1. Step 1 - Informal meeting with Immediate Supervisor.**

33 Within ten (10) workdays of the alleged occurrence, the employee will present the grievance to  
34 his/her immediate supervisor. After presentation of the grievance, the immediate Supervisor  
35 shall have ten (10) workdays to give his/her answer in a written letter.

36  
37 **Section 12.1.2. Step 2 - Reduce to Writing-Immediate Supervisor or Personnel Director.**

38 If the grievance is not resolved in Step 1, the employee must, within ten (10) workdays of  
39 receipt of the immediate Supervisor’s response, submit to the Supervisor/Personnel Director a  
40 signed, written "Statement of Grievance". The "Statement of Grievance" shall name the  
41 employee involved, shall give the date of the alleged occurrence of this Agreement, shall state  
42 the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged  
43 to be misapplied by appropriate reference, shall state the contention of the employee with  
44 respect to these provisions, shall indicate the remedy requested, and shall be signed and dated  
45 by the employee involved. The Supervisor/Personnel Director shall give the employee an  
46 answer in writing no later than ten (10) workdays after receipt of the written grievance. If an  
47 agreeable disposition is made, all parties to the grievance shall sign it.



1 **Section 12.1.3. Step 3 - Superintendent or Designee.**

2 If the grievance is not resolved in Step 2, it must be submitted within ten (10) workdays to the  
3 Superintendent or designee. The grievant employee, along with a representative of the  
4 Association shall meet within a reasonable time, not to exceed ten (10) workdays in an attempt  
5 To resolve the matter. If an agreeable disposition is made, all parties to the grievance shall sign it.  
6

7 **Section. 12.1.4. Step 4 - School Board.**

8 If a satisfactory disposition of the grievance is not made as a result of the meeting provided in  
9 Step 3, above, either party shall have the right to file said grievance with the Secretary of the  
10 Board within ten (10) workdays of the meeting provided in Step 3. The Board will have twenty  
11 (20) workdays to render its decision, in writing, to the Association and aggrieved employee.  
12 The Board's decision shall be final.  
13

14 **Section 12.1.5. Step 5 - Arbitration.**

15 If no settlement has been reached within the ten (10) workdays referred to in the preceding  
16 subsection, the Association may request that the District consider arbitration in place of court.  
17 If agreed by the District, the grievance must be filed within ten (10) workdays of the Board's  
18 decision. Any dispute, claim or grievance arising out of or relating to the interpretation or the  
19 application of this Agreement shall then be submitted to arbitration under the Voluntary Labor  
20 Arbitration Rules of the American Arbitration Association. If mutually agreed, the parties may  
21 submit to arbitration under other rules. The parties further agree to accept the arbitrator's award  
22 as final and binding upon them.  
23

24 **Section 12.1.6.**

25 The cost of the Arbitrator, including expenses shall be shared equally by the parties. Any other  
26 expenses shall be borne by the party incurring said expense.  
27  
28  
29  
30

31 **ARTICLE XIII**

32 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

33  
34  
35 **Section 13.1.**

36 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
37 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be  
38 lost as hereinafter provided.  
39

40 **Section 13.1.1.**

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

- 42 A. Resignation;  
43 B. Discharge for justifiable cause; and  
44 C. Retirement.  
45

46 **Section 13.2.**

47 Seniority rights shall be effective within the general job classification, as used in this Agreement. An  
48 employee who changes job classification, as per Section 1.1., within the bargaining unit shall retain

1 his/her "hire date" with the District notwithstanding; they have acquired a new seniority date in their  
2 new classification, but shall not have seniority over employees in a different job classification.

3  
4 **Section 13.2.1. Seniority Ties.**

5 Ties shall be broken in the following manner: application date and time, then by drawing lots.  
6

7 **Section 13.3.**

8 The employee with the earliest hire date shall have absolute preferential rights regarding layoffs. The  
9 employee with the earliest hire date shall have preferential rights regarding vacation periods, special  
10 services, promotions, assignments to new or open jobs or positions when ability and performance are  
11 substantially equal with junior employees. If the District determines that seniority rights in the  
12 previous sentence should not govern because a junior employee possesses ability and performance  
13 substantially greater than a senior employee or senior employees, the District shall set forth in writing  
14 to the employee or employees and the Association its reasons why the senior employee or employees  
15 have been bypassed.  
16

17 **Section 13.3.1.**

18 In the event an open position is not filled by an employee within the general job classification  
19 of said open position, the district will interview up to three (3) of the most qualified internal  
20 candidates.  
21

22 **Section 13.4.**

23 Employees newly hired to the District shall remain on probationary status for a period of time not  
24 exceeding six (6) months. Testing for drugs and/or alcohol abuse may be required of all new  
25 employees and employees on probationary status.  
26

27 **Section 13.5. Layoff.**

28 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
29 District according to seniority ranking per classification. Such employees are to have priority over  
30 junior employees and outside applicants, provided that the employee meets the posted job  
31 qualifications, in filling an opening in the classification held immediately prior to layoff. Names shall  
32 remain on the reemployment list for one (1) year. The District will provide PSE with advance notice  
33 and reasonable opportunity to bargain layoffs and/or reductions in hours. The District shall send a  
34 certified letter or obtain the signature and date of an employee being offered reemployment. If an  
35 employee on layoff status rejects an offer of reemployment, or who fails to respond within ten (10)  
36 calendar days of the date of the offer, forfeits seniority and all other accrued benefits, including  
37 reemployment rights; provided that such employee is offered a position substantially equal in salary,  
38 benefits, and general working conditions.  
39

40 **Section 13.5.1.**

41 All bumping to avoid layoff is subject to the seniority bypass provisions of Section 13.5. above.  
42 The Minimal Displacement Bumping Process will be as follows:  
43

- 44 1. All bumping to avoid layoff shall be to a lateral or lesser paid position for which the  
45 senior employee is qualified.
- 46 2. In the exercise of seniority rights (bumping), an employee cannot increase his or her  
47 regularly scheduled daily hours of work by more than thirty (30) minutes.
- 48 3. In the event that a senior employee's position is eliminated in connection with a layoff,

1 he or she will not have any right to displace (bump) a junior employee if the District can  
2 place the senior employee in an available position that is similar in salary, benefits and  
3 general working conditions.

- 4 4. In the event that a senior employee's position is eliminated in connection with a layoff  
5 and the District cannot place the employee in an available position, the senior employee  
6 will have the right to exercise his or her seniority rights through (bumping) into a  
7 position that is substantially similar in salary, benefits, and general working conditions.
- 8 5. The process will begin with the most senior employee that is displaced having the  
9 option to choose a position that is less senior. Only the employees that are displaced by  
10 position elimination or are bumped by a senior employee will have the option to  
11 exercise his or her seniority rights (bumping). Employees not affected by a  
12 displacement (bump) will retain their current position.
- 13 6. Employees who are currently in bilingual required positions will follow the same  
14 process outlined above but will only be able to bump into bilingual required less senior  
15 positions. In the event there are no bilingual required positions available, the employee  
16 will have the right to bump into a non-bilingual position.
- 17 7. This District shall notify all employees who are affected five (5) workdays prior of the  
18 time and place of the bid session. All employees shall be supplied a copy of all jobs that  
19 are available along with start and end times and a summarized job description. The  
20 employee must be present to bid. If an employee is unavailable, he/she she must notify  
21 the District in writing of their intent to bid by proxy (Classified employee can send a  
22 representative in their place with written consent).

#### 23 24 **Section 13.5.2.**

25 In the event the district reduces an employee(s) hour of work by sixty (60) minutes or more of  
26 regular daily assigned time, the impacted employee shall have displacement rights (bumping)  
27 as provided for in Article XIII, Section 13.5.1.

#### 28 29 **Section 13.5.3.**

30 Employees on layoff status shall file their addresses, phone number and email address (if  
31 applicable) in writing with the personnel office of the District and shall thereafter promptly  
32 advise the District in writing of any change of address. Employees, who refuse employment  
33 during their one (1) year in the re-employment pool, will be dropped from the pool. The  
34 employee must sign acknowledging the job offer. Should the District be unable to reach the  
35 employee within (3) workdays, the District must send a certified letter to the employee. If the  
36 employees fails to respond within five (5) calendar days of receipt of letter, the employee will  
37 forfeit their job in the District.

## 38 39 40 **ARTICLE XIV**

### 41 42 **DISCHARGE, TRAINING AND EVALUATION OF EMPLOYEES**

#### 43 44 **Section 14.1.**

45 The District may discharge any employee subject to this Agreement for justifiable cause.

#### 46 47 **Section 14.2.**

48 The issue of justifiable cause shall be resolved in accordance with Article XII, Grievance Procedures.

1 **Section 14.3. Notification to Non-Annual Employees.**

2 This Section is intended to be applicable to those employees whose duties necessarily imply less than  
3 twelve (12) month's work per year.  
4

5 **Section 14.3.1.**

6 Should the District decide to discharge any non-annual employee, the employee shall be so  
7 notified in writing prior to the expiration of the school year.  
8

9 **Section 14.3.2.**

10 Nothing contained herein shall be construed to prevent the District from discharging an  
11 employee for acts of misconduct occurring after the expiration of the school year.  
12

13 **Section 14.4.**

14 The purpose of the evaluation is to document the District's assessment of the job performance of the  
15 employee and also to guide the employee in the performance of his/her duties. Each employee will be  
16 evaluated in writing by his/her supervisor/designee no later than June 1st. A copy of the evaluation  
17 report(s) will be provided to the employee. The employee will have the opportunity to discuss the  
18 completed evaluation report with his/her evaluator. The employee may choose to respond to the  
19 evaluation in writing within ten (10) workdays from the date of the evaluation. The written response  
20 will be attached to the evaluation and become a part of the employee's personnel file.  
21

22 **Section 14.5. Minimum Employment Requirements for Paraeducators.**

23 Paraeducators will be defined as a Classified Public School or School District employee who works  
24 under the supervision of a certified or licensed staff member, from kindergarten to 12th grade to  
25 support and assist in providing instructional and other services to students and their families, including  
26 library assistant. (WAC 179-01-020). Effective September 1, 2019, all Paraeducators must meet the  
27 following minimum requirements per RCW 28A.413.040:  
28

- 29 1. Be at least eighteen (18) year of age and hold a high school diploma or its equivalent (a copy  
30 must be turned into the personnel office on or by board hire date); and
- 31 2. (a) Have received a passing grade on the education testing service Paraeducator assessment; or  
32 (b) Hold an associate of arts degree; or  
33 (c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an  
34 institution of higher education; or  
35 (d) Have completed a registered apprenticeship program.  
36  
37  
38

39 **Section 14.6. Paraeducator Fundamental Course of Study.**

40 The District will provide training for Paraeducators during the school year, in years which are funded  
41 by the legislature to implement the Fundamental Course of Study required by RCW 28A.413.060.  
42

43 The District must fund this provision only in years for which state funding is appropriated specifically  
44 for the purposes of this section and only for the number of days or hours of training that are funded by  
45 the appropriation. Additional training beyond what is funded by the appropriation may be provided  
46 subject to availability of other funding sources.  
47

48 Each employee shall be paid his or her current hourly rate of pay for all required trainings.

1 The training will be offered on either a conference, per diem, waiver day or staff development day.  
2 Such notification will be provided in writing and delivered no later than thirty (30) calendar days prior  
3 to the required training.  
4

5 **Section 14.7.**

6 Provided the Washington State Legislature continues to fund the Paraeducator Certification Program  
7 the District will reimburse all employees in the Educational Support Professional Classification for the  
8 cost of all required clock hours and certificates of which are part of the Paraeducator Certificate  
9 Program through the Professional Educator Standards Board.  
10  
11  
12  
13

14 **ARTICLE XV**

15 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

16  
17  
18 **Section 15.1. Checkoff.**

19 The District shall deduct PSE dues or approved voluntary political contributions from the pay of any  
20 employee who authorizes such deductions as per state law via written, voice authorization or by E-  
21 signature in accordance with “E-SIGN”. Public School Employees of Washington/SEIU Local 1948  
22 (PSE) will provide a list of those members who have agreed to union membership via voice  
23 authorization. In addition, upon request, access to the District to the .wav files associated with the  
24 voice authorization. PSE will be the custodian of the records related to dues authorizations. PSE agrees  
25 that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of  
26 those records. The District shall transmit all such funds deducted to the Treasurer of the Public School  
27 Employees of Washington/SEIU Local 1948 on a monthly basis. Transmissions will include payments  
28 and an electronic list of all represented employees with deduction amounts. Transactions will be  
29 submitted by the last working day of each month. Submissions are to include all employees covered by  
30 the Collective Bargaining Agreement. A dues remittance form needs to accompany the payment every  
31 month and include membership status changes. PSE will indemnify, defend and hold the District  
32 harmless against any claims made and against any suit brought against the District on account of any  
33 payroll deductions for PSE. PSE agrees to refund the District any amounts paid to them in error.  
34

35 **Section 15.1.1.**

36 Under Washington law, the employer will not discriminate, restraint, retaliate, coerce, or  
37 interfere with an employee’s right to join the Association. Shall any employee elect to revoke  
38 their membership status, it must be done in writing to the Public School Employees of  
39 Washington/SEIU Local 1948.  
40

41 **Section 15.2. Political Action Committee.**

42 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
43 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
44 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on the  
45 Union dues transmittal check. Section 15.1 of the Collective Bargaining Agreement shall apply to  
46 these deductions. The employee may revoke the request at any time. At least annually, the employee  
47 shall be notified by the PSE state organization about the right to revoke the request.  
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**ARTICLE XVI**

**RETIREMENT**

**Section 16.1.**

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

**Section 16.2.**

Employee Retirement Contribution Deferral: The Employee Retirement Contribution to the Public Employees Retirement System shall be tax deferred in accordance with applicable State rules and regulations.

**ARTICLE XVII**

**TRANSFER OF EXPERIENCE**

**Section 17.1. Transfer of Experience.**

Employees who leave one (1) school district within the State of Washington and commence employment with the Columbia/Burbank School District shall retain the same longevity, leave benefits and other benefits that the employee had in his or her previous position, unless the District's system for computing such benefits differs from that of the previous school district, in which event the transfer employee shall be granted the same longevity, leave benefits and other benefits, as an employee in the District who has similar occupational status and total years of service. Notwithstanding the above, no transfer employee shall retain any seniority rights other than longevity. If a transfer employee is hired into a classification different than the classification held at the previous school district, the transfer employee shall be granted the same longevity, leave benefits and other benefits, as an employee in the District who has similar occupational status and total years of service and were to make such change in classification.

**ARTICLE XVIII**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 18.1.**

The term of this Agreement shall be from September 1, 2021 to August 31, 2024.

**Section 18.2. Retroactive Pay.**

Where applicable, shall be paid on the first regular pay day following execution of this Agreement if possible, and in any case not later than the second regular pay day.

**Section 18.2.1. Pay Scale.**

Less than twelve (12) month employees hired after September 1, 1999, who opt to take medical benefits, will be paid on a twelve (12) month schedule.



1 **Section 18.3. Incremental Steps.**

2 Longevity is based off Step 4. Longevity is not cumulative. Where applicable, shall take effect on  
3 September 1 of each year during the term of this Agreement; provided, the employee has been actively  
4 employed continuously for at least one-half (1/2) of the previous employment year.

5  
6 **Section 18.4. Longevity.**

7 The District agrees to longevity payments as follows:

- 8 • 5 years of service – fifteen cents (\$0.15)
- 9 • 10 years of service – twenty cents (\$0.20)
- 10 • 15 years of service – thirty cents (\$0.30)
- 11 • 20 years of service – forty cents (\$0.40)
- 12 • 25 years of service – fifty cents (\$0.50)
- 13 • 30 years of service – sixty cents (\$0.60)
- 14 • 35 years of service – seventy cents (\$0.70)
- 15 • 40 years of service – eighty cents (\$0.80)

16  
17 **Section 18.5.**

18 This Agreement shall be governed and construed according to the Constitution and laws of the State of  
19 Washington. If any provision of this Agreement or any application to any employee or group of  
20 employees covered by this Agreement or any application to any employee or group of employees  
21 covered by this Agreement is found contrary to law, such provision shall become inoperative. All other  
22 provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

23  
24 **Section 18.6.**

25 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
26 parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate  
27 Schedule A and fringe benefits herein and provided further, that this Agreement shall be reopened to  
28 consider the impact of any legislation enacted following execution of this Agreement which may  
29 arguably affect the terms and conditions herein or create authority to alter personnel practices in public  
30 employment. Although, the parties have agreed that the following shall incur regarding the duration of  
31 2021-2024 contract years:

- 32
- 33 • 2021-2022: 4% Increase (inclusive of IPD)
- 34 • 2022-2023: 4% Inclusive (inclusive of IPD or greater if IPD exceeds)
- 35 • 2023-2024: 4% Inclusive (inclusive of IPD or greater if IPD exceeds)
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**SIGNATURE PAGE**

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PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

COLUMBIA / BURBANK CHAPTER

COLUMBIA SCHOOL DISTRICT #400

**BY:** */Signed by/*  
Danna Percifield, Chapter President

**BY:** */Signed by/*  
Todd Hilberg, Superintendent

**DATE:** *December 9, 2021*

**DATE:** *December 9, 2021*



SCHEDULE A  
COLUMBIA/BURBANK PSE  
September 1, 2021 – August 31, 2022

<b>LEVEL</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
<b>Year Completed</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>6+</b>
<b><u>Transportation</u></b>				
Trainer (First Aid/Driver)	21.55	22.03	22.87	23.48
Driver	19.78	20.23	21.07	21.73
Trans/Maint Coordinator	18.67	19.87	21.13	21.78
Courier	16.45	17.14	17.76	18.36
Bus Attendant	16.02	17.20	18.17	18.75
<b><u>Educational Support</u></b>				
Paraprofessional	16.02	17.20	18.17	18.75
Library Technician	16.61	17.78	18.74	19.34
Bilingual Translator (District Designated)	16.61	17.78	18.74	19.34
Specialized Para (Per Section 11.5.2)	16.61	17.78	18.74	19.34
SLPA	22.62	23.83	25.08	26.52
Home Visitor	18.49	19.44	20.51	21.10
Records Clerk	18.67	19.87	21.13	21.78
<b><u>Secretarial</u></b>				
Office Manager	18.67	19.87	21.13	21.78
<b><u>Custodial/Maintenance</u></b>				
Maintenance/Custodian	18.94	20.57	21.74	22.32
Grounds	18.94	20.57	21.74	22.32
Custodian	17.89	18.78	19.71	20.29
<b><u>Food Service</u></b>				
Head Cook	17.67	18.51	19.34	19.98
Cooks Assistant	15.42	16.23	17.10	17.68
Food Services Assistant	15.07	15.85	16.69	17.20
Substitutes will be paid at the "1" step.				
<b>* <u>Longevity</u></b>				
Fifteen cents (.15) @ 5 years				
Twenty cents (.20) @ 10 years				
Thirty cents (.30) @ 15 years				
Forty cents (.40) @ 20 years				
Fifty cents (.50) @ 25 years				
Sixty cents (.60) @ 30 years				
Seventy cents (.70) @ 35 years				
Eighty cents (.80) @ 40 years				
<b><u>IN-SERVICE AND EDUCATIONAL STEPS</u></b>				
A. 15 Credits or 150 clock hours approved by District or pass the Title I test = 1% of salary step.				
B. 30 Credits or 300 clock hours approved by District = 1.5% of salary step.				
C. 60 Credits or 600 clock hours approved by District = 3% of salary step.				
D. 90 Credits or 900 clock hours approved by District = 6% of salary step.				
E. 180 Credits or 1200 clock hours approved by District = 7% of salary step.				
Employees will be required to submit all transcripts to the Superintendent.				
<b>Employee(s) who successfully complete the Pupil Transportation Management Training Program shall receive an additional fifty cents (\$.50) per hour as is identified by the District as the primary driver trainer in any given year.</b>				
<b><u>Medication Dispensing:</u></b> The District will pay Office Managers an extra twenty (\$0.20) cents an hour for those whose job description includes substantial responsibilities in this area. The Principal of each building is responsible for designating this individual in each building. Those members of the PSE who are designated for training but do not have substantial responsibility will be paid for training above the employees contracted yearly hours. This rate of pay for training will be twenty (\$20) cents an hour above the employee's regular pay.				



SCHEDULE A  
COLUMBIA/BURBANK PSE  
September 1, 2022 – August 31, 2023

<b>LEVEL</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
<u>Year Completed</u>	<u>1</u>	<u>2</u>	<u>4</u>	<u>6+</u>
<b><u>Transportation</u></b>				
Trainer (First Aid/Driver)	22.41	22.91	23.78	24.42
Driver	20.57	21.04	21.91	22.59
Trans/Maint Coordinator	19.41	20.67	21.98	22.65
Courier	17.11	17.82	18.47	19.09
Bus Attendant	16.66	17.89	18.90	19.50
<b><u>Educational Support</u></b>				
Paraprofessional	16.66	17.89	18.90	19.50
Library Technician	17.27	18.50	19.49	20.12
Bilingual Translator (District Designated)	17.27	18.50	19.49	20.12
Specialized Para (Per Section 11.5.2)	17.27	18.50	19.49	20.12
SLPA	23.52	24.78	26.09	27.58
Home Visitor	19.23	20.22	21.33	21.95
Records Clerk	19.41	20.67	21.98	22.65
<b><u>Secretarial</u></b>				
Office Manager	19.41	20.67	21.98	22.65
<b><u>Custodial/Maintenance</u></b>				
Maintenance/Custodian	19.70	21.39	22.61	23.21
Grounds	19.70	21.39	22.61	23.21
Custodian	18.60	19.53	20.50	21.10
<b><u>Food Service</u></b>				
Head Cook	18.38	19.25	20.12	20.78
Cooks Assistant	16.04	16.88	17.78	18.39
Food Services Assistant	15.67	16.48	17.36	17.89
Substitutes will be paid at the "1" step.				
<b>* Longevity</b>				
Fifteen cents (.15) @ 5 years				
Twenty cents (.20) @ 10 years				
Thirty cents (.30) @ 15 years				
Forty cents (.40) @ 20 years				
Fifty cents (.50) @ 25 years				
Sixty cents (.60) @ 30 years				
Seventy cents (.70) @ 35 years				
Eighty cents (.80) @ 40 years				
<b>IN-SERVICE AND EDUCATIONAL STEPS</b>				
A. 15 Credits or 150 clock hours approved by District or pass the Title I test = 1% of salary step.				
B. 30 Credits or 300 clock hours approved by District = 1.5% of salary step.				
C. 60 Credits or 600 clock hours approved by District = 3% of salary step.				
D. 90 Credits or 900 clock hours approved by District = 6% of salary step.				
E. 180 Credits or 1200 clock hours approved by District = 7% of salary step.				
Employees will be required to submit all transcripts to the Superintendent.				
<b>Employee(s) who successfully complete the Pupil Transportation Management Training Program shall receive an additional fifty cents (\$.50) per hour as is identified by the District as the primary driver trainer in any given year.</b>				
<b>Medication Dispensing:</b> The District will pay Office Managers an extra twenty (\$0.20) cents an hour for those whose job description includes substantial responsibilities in this area. The Principal of each building is responsible for designating this individual in each building. Those members of the PSE who are designated for training but do not have substantial responsibility will be paid for training above the employees contracted yearly hours. This rate of pay for training will be twenty (\$20) cents an hour above the employee's regular pay.				



SCHEDULE A  
COLUMBIA/BURBANK PSE  
September 1, 2023 – August 31, 2024

<b>LEVEL</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
<u>Year Completed</u>	<u>1</u>	<u>2</u>	<u>4</u>	<u>6+</u>
<b><u>Transportation</u></b>				
Trainer (First Aid/Driver)	23.31	23.82	24.74	25.40
Driver	21.39	21.88	22.79	23.50
Trans/Maint Coordinator	20.19	21.50	22.86	23.55
Courier	17.80	18.54	19.21	19.85
Bus Attendant	17.32	18.61	19.65	20.28
<b><u>Educational Support</u></b>				
Paraprofessional	17.32	18.61	19.65	20.28
Library Technician	17.96	19.24	20.27	20.92
Bilingual Translator (District Designated)	17.96	19.24	20.27	20.92
Specialized Para (Per Section 11.5.2)	17.96	19.24	20.27	20.92
SLPA	24.47	25.77	27.13	28.68
Home Visitor	20.00	21.02	22.18	22.82
Records Clerk	20.19	21.50	22.86	23.55
<b><u>Secretarial</u></b>				
Office Manager	20.19	21.50	22.86	23.55
<b><u>Custodial/Maintenance</u></b>				
Maintenance/Custodian	20.48	22.25	23.51	24.14
Grounds	20.48	22.25	23.51	24.14
Custodian	19.35	20.32	21.32	21.95
<b><u>Food Service</u></b>				
Head Cook	19.11	20.02	20.92	21.61
Cooks Assistant	16.68	17.56	18.49	19.12
Food Services Assistant	16.30	17.14	18.05	18.61
Substitutes will be paid at the "1" step.				
<b>* <u>Longevity</u></b>				
Fifteen cents (.15) @ 5 years				
Twenty cents (.20) @ 10 years				
Thirty cents (.30) @ 15 years				
Forty cents (.40) @ 20 years				
Fifty cents (.50) @ 25 years				
Sixty cents (.60) @ 30 years				
Seventy cents (.70) @ 35 years				
Eighty cents (.80) @ 40 years				
<b><u>IN-SERVICE AND EDUCATIONAL STEPS</u></b>				
A. 15 Credits or 150 clock hours approved by District or pass the Title I test = 1% of salary step.				
B. 30 Credits or 300 clock hours approved by District = 1.5% of salary step.				
C. 60 Credits or 600 clock hours approved by District = 3% of salary step.				
D. 90 Credits or 900 clock hours approved by District = 6% of salary step.				
E. 180 Credits or 1200 clock hours approved by District = 7% of salary step.				
Employees will be required to submit all transcripts to the Superintendent.				
<b>Employee(s) who successfully complete the Pupil Transportation Management Training Program shall receive an additional fifty cents (\$.50) per hour as is identified by the District as the primary driver trainer in any given year.</b>				
<b><u>Medication Dispensing:</u></b> The District will pay Office Managers an extra twenty (\$0.20) cents an hour for those whose job description includes substantial responsibilities in this area. The Principal of each building is responsible for designating this individual in each building. Those members of the PSE who are designated for training but do not have substantial responsibility will be paid for training above the employees contracted yearly hours. This rate of pay for training will be twenty (\$20) cents an hour above the employee's regular pay.				



SCHEDULE A  
COLUMBIA/BURBANK PSE  
September 1, 2021 – August 31, 2024

**MEDICATION DISPENSING:**

The District will pay Office Managers an extra twenty cents (\$0.20) an hour for those whose job description includes substantial responsibilities in this area. The Principal of each building is responsible for designating this individual in each building. Those members of the PSE who are designated for training but do not have substantial responsibility will be paid for training above the employees contracted yearly hours. This rate of pay for training will be twenty cents (\$0.20) an hour above the employee's regular pay.

The Transportation/Maintenance Coordinator when required by the Superintendent or designee to carry a radio or cell phone during non-work hours shall receive a minimum of one (1) hour of pay when a phone call is received for business purposes.

\*\*\*Office managers required to perform sub finder work prior to or after their regular workday shall be compensated their regular hourly pay.

In the absence of the Transportation/Maintenance Coordinator, the District shall assign the work to the most senior employee interested.

Any employee required by the Superintendent or designee to use a personal vehicle shall be reimbursed at the current government mileage rate, with compensation beginning from school destination.

Employees shall be accredited with clock hours when approved by the Superintendent or designee.

When filling the position of Head Cook, a hiring committee will be established that consists of no more than six (6) committee members. Fifty percent (50%) of these committee members shall be from PSE. Shall the committee be unable to come to a consensus the Superintendent shall be the tie breaker. This process does not negate the grievance process.

Employee(s) who successfully complete the Pupil Transportation Management Training Program shall receive an additional fifty cents (\$0.50) per hour as is identified by the District as the primary driver trainer in any given year.

**COLUMBIA SCHOOL DISTRICT CLASSIFIED EMPLOYEE EVALUATION  
(Non-Certificated Positions)**

Employee's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_ Dept/School: \_\_\_\_\_

Evaluation Period: \_\_\_\_\_ through \_\_\_\_\_

**PERFORMANCE TRAITS:** (Check one statement for each trait. Specific comments must be filled in and suggestions for improvement written if that trait is checked.)

1. **JOB KNOWLEDGE:** Possesses information and understanding of responsibility expected of the job as stated in job description.

- Lacks some required knowledge
- Satisfies job requirement
- Very well informed on all phases of work

Specific Instances of #1: \_\_\_\_\_

Suggestions for Improvement: \_\_\_\_\_

2. **JOB PERFORMANCE:** The amount of regularly produced work consistent with job expectations.

- In some respects, below job requirements
- Satisfies job requirements
- More than satisfies job requirements

Specific Instances of #1: \_\_\_\_\_

Suggestions for Improvement: \_\_\_\_\_

3. **QUALITY:** The extent to which work produced meets standards of quality expected of the job.

- Work in some respects below job requirements
- Work satisfies job requirements
- Work done very well

Specific Instances of #1: \_\_\_\_\_

Suggestions for Improvement: \_\_\_\_\_



4. **JOB ATTITUDE:** Amount of interest and initiative shown.

- Frequently indifferent toward work
- Normal interest in work
- Considerable interest in work

Specific Instances of #1: \_\_\_\_\_

Suggestions for Improvement: \_\_\_\_\_

5. **DEPENDABILITY:** Extent to which employee remains on job, cares for property, and carries out instructions.

- Requires frequent supervision
- Usually dependable with or without supervision
- Very conscientious and reliable

Specific Instances of #1: \_\_\_\_\_

Suggestions for Improvement: \_\_\_\_\_

6. **ACCEPTANCE OF CONSTRUCTIVE CRITICISM:** Ability to respond positively to suggestions and job performance comments.

- Lacks the ability to accept constructive criticism
- Deals with criticism
- Accepts guidance and suggestions from others

Specific Instances of #1: \_\_\_\_\_

Suggestions for Improvement: \_\_\_\_\_

7. **SAFETY:** Ability to maintain safe working environment and follow established safety policies and guidelines.

- Often careless of safety of self and others
- Follows acceptable safety practices
- Exercises great care and foresees hazards to self and others

Specific Instances of #1: \_\_\_\_\_

Suggestions for Improvement: \_\_\_\_\_

8. **INITIATIVE:** The self-motivation to achieve job expectations.

- Seldom perceives the need for starting independent action.
- Frequently notes need for and starts independent action.
- Originates well thought out action.

Specific Instances of #1: \_\_\_\_\_

Suggestions for Improvement: \_\_\_\_\_

9. **STRESS:** The ability to withstand pressure and to remain calm in crisis situations.

- Under pressure is easily irritated.
- Has tolerance for crisis: Usually remains calm.
- Performs effectively under pressure

Specific Instances of #1: \_\_\_\_\_

Suggestions for Improvement: \_\_\_\_\_

10. **COURTESY:** The politeness and cooperation given other people.

- Sometimes tactless
- Agreeable and pleasant
- Always polite and willing to help

Specific Instances of #1: \_\_\_\_\_

Suggestions for Improvement: \_\_\_\_\_

11. **PERSONAL APPEARANCE:** The personal impression an individual makes on others. (Consider cleanliness, grooming, neatness, and appropriateness of dress on the job)

- Does not satisfy personal appearance expectations
- Satisfies or exceeds personal appearance expectations

Specific Instances of #1: \_\_\_\_\_

Suggestions for Improvement: \_\_\_\_\_

12. **ATTENDANCE:** Faithfulness in coming to work daily and conforming to work hours.

- Does not satisfy attendance and/or punctuality expectations
- Satisfies or exceeds attendance and/or punctuality expectations

Specific Instances of #1: \_\_\_\_\_

Suggestions for Improvement: \_\_\_\_\_

**STATEMENT ON OVERALL PERFORMANCE AND RECOMMENDATIONS:**

(Required to be completed by evaluator)

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**EMPLOYEE COMMENTS:**

(Optional)

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\_\_\_\_\_  
Evaluator(s) Signature

\_\_\_\_\_  
Date

NOTE: (Employee comments must be recorded on the original copy and returned to the supervisor within five (5) workdays from the time of evaluation discussion.)

I have read and have had an opportunity to discuss this evaluation of my work with my supervisor. I realize that my signature on this form **does not** mean that I agree with the evaluation. A copy of this report has been given to me. The Evaluation was completed prior to May 15th of the evaluated school year.

\_\_\_\_\_  
Signature of Employee being Evaluated

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reviewed By Management Signature

\_\_\_\_\_  
Date

cc: Employee  
Evaluator(s)  
Personnel Office File

1 **LETTER OF AGREEMENT**

2  
3 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN  
4 THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948,  
5 COLUMBIA/BURBANK CHAPTER AND THE COLUMBIA SCHOOL DISTRICT #400  
6 PURSUANT TO ARTICLE XVIII, SECTION 18.6. OF THE CURRENT COLLECTIVE  
7 BARGAINING AGREEMENT.

8  
9 The parties agree to the following:

10  
11 **Health and Safety Concern Site Coordinator**

12 Health and Safety protocols will be clearly communicated and provided in writing to all employees at  
13 each site. Each worksite will nominate a member from PSE to participate in the District Safety  
14 Committee. Employees will be paid their hourly rate for time spent in such meeting.

15  
16 **Health and Safety Concern Coordinator:**

- 17 • Each worksite will identify an individual that has been trained and is present onsite during the  
18 regular hours of operations to serve as the Safety Concern Site Coordinator.
- 19 • It is the responsibility of the coordinator to monitor the health of employees and enforce health  
20 and safety.
- 21 • No bargaining unit member can be compelled to serve as the Health and Safety Concern  
22 Coordinator.

23  
24 **Addressing Symptomatic Staff & Students:**

- 25 • Isolation area identified and prepared to accept anyone presenting symptoms with steps to  
26 follow Walla Walla County or Washington Department of Health Guidance.
- 27 • Steps taken to address the environment where an individual with probable or confirmed illness  
28 worked or touched surfaces to be cleaned and sanitized according to recommendations based  
29 on guidance from Labor & Industries and the State Department of Health in coordination with  
30 the coordinator.

31  
32 **Personal Protection Equipment (PPE):**

- 33 • All staff will be trained on the proper use of PPE: how to wear, remove, dispose/wash as  
34 appropriate
- 35 • Training will also include the necessary information to access PPE for regular assignments and  
36 additional levels of PPE if it should become necessary.

37  
38 **Face coverings:**

- 39 • Face coverings must meet the guidance of the health agencies and be worn properly if so,  
40 indicated by the agencies.

41  
42 **Cleaning and Disinfecting Protocols**

43  
44 **Cleaning and Disinfection Schedule:**

- 45 • Each worksite will have a schedule for cleaning and disinfecting of high touch surfaces that  
46 meets the guidelines of current public health agencies.

1 **Cleaning and Disinfection products:**

- 2 • Staff will have access to approved products, with instructions for use, for the cleaning of
- 3 desktops, keyboards, phones, or other office equipment or tools before and after use.
- 4 • Custodial staff shall have access to approved products to perform disinfection when needed.

5  
6 **Handwashing/ Hygiene:**

- 7 • Hand sanitizer should be available at each work site and refilled regularly.

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21 This Letter of Agreement shall become effective September 1, 2021, shall remain in effect until  
22 August 31, 2024, and shall be attached to the current Collective Bargaining Agreement.  
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31

32 PUBLIC SCHOOL EMPLOYEES OF  
33 WASHINGTON / SEIU LOCAL 1948

34 COLUMBIA /BURBANK CHAPTER

COLUMBIA SCHOOL DISTRICT #400

35  
36  
37  
38  
39 BY:                   */Signed by/*                    
40                   Danna Percifield, Chapter President

BY:                   */Signed by/*                    
                  Todd Hilberg, Superintendent

41  
42  
43 DATE:                   *12/9/21*                  

DATE:                   *12/9/21*

1 MEMORANDUM OF UNDERSTANDING

2  
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT  
4 BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948,  
5 COLUMBIA/BURBANK CHAPTER AND THE COLUMBIA SCHOOL DISTRICT #400  
6 PURSUANT TO ARTICLE XVIII, SECTION 18.6. OF THE CURRENT COLLECTIVE  
7 BARGAINING AGREEMENT.  
8

9  
10 The parties agree to the following:

11  
12 Columbia School District will provide three (3) additional days (for the purpose of this section alone,  
13 CSD is proposing a seven (7) hour day unless current PSE staff holds a position that exceeds seven  
14 hours, which would default to the current year hours) paid professional development above and beyond  
15 the one-hundred and eighty (180) day school calendar for all PSE staff as directed by Columbia School  
16 District between August 2021 and June 2022.  
17

18 For the 2021-2022 school year, CSD will provide all PSE staff one (1) additional personal leave day.  
19 Staff must use this date by the last calendar day of the 2021-2022 school year. Staff must elect to use  
20 the personal day or choose to cash it out no later than June 10th and to be paid in the June pay period.  
21

22 Twelve-month (12) employees (260-day contracts) will have the option to cash in three (3) days of  
23 vacation at their regular hourly rate to offset the four (4) additional days provided to other PSE  
24 represented employees.  
25

26 Due to the implementation of Transitional Kindergarten, bus drivers will rebid during the 2021-2022  
27 school year in December, but no later than December 15, 2021.  
28  
29

30 This Memorandum of Understanding shall become effective upon signature of both parties, shall  
31 remain in effect until August 31, 2022 and be attached to the current Collective Bargaining Agreement.  
32  
33  
34

35 PUBLIC SCHOOL EMPLOYEES OF  
36 WASHINGTON / SEIU LOCAL 1948

37  
38 COLUMBIA / BURBANK CHAPTER

COLUMBIA SCHOOL DISTRICT #400

39  
40  
41 BY:           /signed by/            
42 Danna Percifield, Chapter President

41 BY:           /signed by/            
42 Todd Hilberg, Superintendent

43  
44  
45 DATE:           12/09/21          

45 DATE:           12/09/21            
46



**LETTER OF AGREEMENT**

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, COLUMBIA/BURBANK CHAPTER AND THE COLUMBIA SCHOOL DISTRICT #400 PURSUANT TO ARTICLE XVIII, SECTION 18.6. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

In the event employees are not in compliance with the COVID vaccination condition of employment by October 18, 2021, the parties agree to the following:

The below chart shows timeline expectations to be in compliance with the vaccine mandate:

Vaccine	Series Dose Requirement	First Dose no Later Than	Second Dose	Completed Series	Fully Vaccinated
<b>Pfizer</b>	2 doses, 21 days apart	09/13/21	10/04/21	10/04/21	10/18/21
<b>Moderna</b>	2 doses, 28 days apart	09/06/21	10/04/21	10/04/21	10/18/21
<b>Johnson &amp; Johnson</b>	Single dose	10/04/21	N/A	10/04/21	10/18/21

Unvaccinated employees will have until October 18, 2021, to be fully vaccinated. This information will be maintained within a confidential spreadsheet at the district office level, separate from their personnel file.

**Incentivization:**

In an effort to incentivize vaccination amongst District employees and in extreme circumstances, the District may place employees on paid administrative leave should excessive side effects occur after the COVID vaccination.

**Re-employment List:**

Employees that are not fully vaccinated and do not otherwise qualify for an allowable exemption by the deadline established by the State of Washington (currently October 18, 2021) shall be on a re-employment list for up to twelve (12) months. Employees on the re-employment list will not accrue seniority, however their seniority will not be lost while on the re-employment list. Such employees that become eligible for employment within thirty (30) calendar days of the deadline will be returned to their prior position. Employees that become eligible for employment thirty-one (31) or more days after the deadline may return to an open regular position utilizing their seniority when available or work available substitute opportunities.

If the requirement changes and employees are no longer required to provide proof of vaccination as a condition of employment, employees on the re-employment will be able to resume their position as per the CBA.



1 **References:**

2 Employees who choose separation due to the vaccine condition of employment, will receive a non-  
3 biased reference not reflecting their failure to vaccinate, but the employee’s work history and ethic.  
4

5 **Unemployment:**

6 Although, conditions of unemployment are determined by Employment Security Department and not  
7 the District.  
8

9 When an employee’s separation is the result of failure to comply with an employer’s requirement to  
10 become vaccinated, Employment Security Department (ESD) will examine a number of factors. These  
11 factors may include when the employer adopted the requirement, whether the employee is otherwise  
12 eligible for benefits, the specific terms of the vaccine policy including allowable exemptions, and the  
13 reason why the employee did not comply with the vaccine requirement.  
14

15 For example, when the employer offered religious or medical accommodations, but the employee does  
16 not qualify for an accommodation and does not comply with the vaccine requirement, a claim would  
17 likely be denied. However, some individuals may still qualify based on their own unique  
18 circumstances. ESD will evaluate each case on its own merit.  
19

20 **Retirement:**

21 Employees who elect to separate from employment with the district due to the vaccine mandate. The  
22 following will apply:  
23

- 24 • Employees may leave their contributions in a retirement plan. Accrued money continues to gain  
25 interest and will be available at retirement.  
26
- 27 • If the employee returns to an eligible position with a DRS-participating employer, you will  
28 resume your contributions and service credits and the money contributed will carry forward. An  
29 employee may buy back the service credits if lost, at their own discretion.  
30
- 31 • Transfer or roll over the funds to a qualified tax-deferred retirement account, e.g., an IRA. Note:  
32 Employee will lose your service credits.  
33
- 34 • Employees may withdraw their contributions, subject to penalties and taxes. Note: Employee will  
35 lose service credits.  
36

37 **In the Event the Vaccine Mandate as a Condition of Employment, Causes Significant Increases**  
38 **to Workload for Employees, the District agrees to the following:**  
39

- 40 • Bargain the impact of this change in workload with the Union, should such staffing ratios cause  
41 hardship to employees.  
42
- 43 • Allow pre-approved over-time and extra time for employees should tasks take longer due to the  
44 increase in workload. Such time shall not be mandatory.  
45
- 46 • Supervisors will provide employees a list of tasks to be completed in priority order, or tasks that  
47 can be minimalized due to such shortage of workers.





1 **Vaccination Exemption Process:**

2 Employees who qualify for exemptions will provide documentation as per OSPI and the employer will  
3 record documentation provided for exemption in a file separate from their personnel file.  
4

- 5 • **Medical Exemption:** Medical Exemptions will be treated through the district established  
6 medical accommodation process and the district will determine the level and ability to  
7 accommodate per the individual.  
8
- 9 • **Religious Exemption:** An employee who has a sincerely held religious belief that prevents them  
10 from being vaccinated against COVID-19 may request an accommodation by notifying the  
11 Superintendent. The employee must meet with the Superintendent to actively initiate the process.  
12 The employee must provide all information reasonably needed to evaluate the request. The  
13 employer will follow OSPI guidance to evaluate the request.  
14
- 15 • **Documentation of requests:** The employer will document the accommodation granted or the  
16 denial. The information will be kept in a secure and confidential location.  
17

18 **Exemptions:**

19 An exemption whether it be medical or religious is an ask for a reasonable accommodation. If the  
20 accommodation is granted the following may be required:  
21

- 22 • If an employee can attend work in-person, they will be expected to wear Personal Protective  
23 Equipment (PPE), CDC and DOH will set all requirements for PPE and social distancing.  
24
- 25 • If an employee cannot attend work in-person and the work can be completed from home  
26 (determined by the employer), the employer may accommodate this ask.  
27
- 28 • Should the accommodation create an undue hardship on the employer the accommodation to  
29 work from home may be denied.  
30

31 The only statutory limitation on an employer's obligation to provide "reasonable accommodation" is  
32 that no such change or modification is required if it would cause "undue hardship" to the  
33 employer. "Undue hardship" means significant difficulty or expense and focuses on the resources and  
34 circumstances of the particular employer in relationship to the cost or difficulty of providing a specific  
35 accommodation. Undue hardship refers not only to financial difficulty, but to reasonable  
36 accommodations that are unduly extensive, substantial, or disruptive, or those that would  
37 fundamentally alter the nature or operation of the business. An employer must assess on a case-by-case  
38 basis whether a particular reasonable accommodation would cause undue hardship. The ADA's "undue  
39 hardship" standard is different from that applied by courts under Title VII of the Civil Rights Act of  
40 1964 for religious accommodation.  
41

42 **Health, Safety, and Personal Protective Equipment (PPE):**

- 43 • The District will implement District-wide health and safety protocols that are designed to comply  
44 with applicable guidance of all relevant public health agencies, which will include at least the  
45 following: the federal Centers for Disease Control and Prevention ("CDC"); Proclamations by the  
46 Governor; DOH; OSPI; the Washington State Department of Labor and Industries ("L&I");  
47 Occupational Safety and Health Administration, and Walla-Walla County Health District. Health

1 and safety protocols will be consistent with the District's Learning Plan. Strict compliance with all  
2 relevant District safety and health rules will be an essential function of each employee's position.  
3 The parties recognize that the District may revise such rules as guidance from federal, state, and  
4 local authorities' changes and may need to bargain the impacts of future changes.  
5

- 6 • The District will provide Personal Protective Equipment ("PPE") to employees above the  
7 requirement to meet state health and safety standards. Employee requests for additional PPE  
8 (KN95 masks, additional hand sanitizer, smocks, etc.) will be made to the employee's supervisor  
9 and will not be denied. The District will respond to PPE requests in a timely manner.  
10
- 11 • Office staff shall have the option of having plastic partitions placed in their work areas where  
12 practical.  
13
- 14 • The District will communicate to all employees in order to identify staff that require higher levels  
15 of PPE to ensure safety is the priority. Employees are required to contact the District if they require  
16 higher levels of PPE. Additional PPE will be provided by the District if available.  
17
- 18 • Employees assigned to a work environment where students are not able or willing to wear face  
19 masks and to maintain physical distancing shall receive medical grade KN95, etc., PPE if available  
20 as indicated by DOH, L&I and CDC.  
21
- 22 • Staff requested to supervise students in the Isolation room or provide health screenings will be  
23 provided training and medical grade (KN95, etc.) PPE as indicated by DOH, L&I and CDC, if  
24 available prior to working in the Isolation Room. Secretaries may be needed to assist with health  
25 screenings only when a nurse is not available.  
26
- 27 • The District will provide training opportunities for all employees on health and safety protocols  
28 through safe school training at the beginning of the 2021-22 school year.  
29
- 30 • A site specific COVID-19 staff member shall be designated by the district at each school and other  
31 work site to monitor the health of employees and enforce the COVID-19 district/schools safety  
32 plan.  
33
- 34 • Employees will be provided an avenue for reporting failure to comply with PPE requirements with  
35 support of the district without fear of retaliation. The Union will be notified of all complaints  
36 involving PSE represented employees.  
37
- 38 • School employees who experience or witness insulting, intimidating, and/or abusive behavior  
39 toward a staff member enforcing any PPE or Protocols will immediately report the incident to the  
40 Building Principal, building COVID supervisor, or nearest administrator. Per RCW 28A.635.100  
41 and RCW 28A.635.020 these behaviors are a gross misdemeanor and will be reported to authorities  
42 by the building administrator. An employee reporting and incident will not be retaliated against.  
43
- 44 • No employee shall be bullied or intimidated based on vaccination status. Such complaints will be  
45 reported to the supervisor immediately.  
46



1 **LETTER OF AGREEMENT**

2  
3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING  
4 AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU  
5 LOCAL 1948, COLUMBIA/BURBANK PSE AND COLUMBIA SCHOOL DISTRICT # 400. THIS  
6 AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.6., OF THE  
7 CURRENT COLLECTIVE BARGAINING AGREEMENT.  
8

9  
10 The parties agree to the following:  
11

- 12  
13  
14 1) Schedule A for the 2022-2023 school year shall be amended and attached with a total increase  
15 of five and one half percent (5.5%).  
16  
17  
18  
19

20 This Letter of Agreement shall become effective September 1, 2022, shall remain in effect until  
21 August 31, 2023, and shall be attached to the current Collective Bargaining Agreement.  
22  
23  
24  
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27

28 PUBLIC SCHOOL EMPLOYEES OF  
29 WASHINGTON / SEIU LOCAL 1948  
30

31  
32 COLUMBIA /BURBANK CHAPTER  
33

COLUMBIA SCHOOL DISTRICT #400

34  
35 BY:                   /signed by/                    
36 Danna Percifield, Chapter President  
37

BY:                   /signed by/                    
Todd Hilberg, Superintendent

38  
39 DATE:                   June 10, 2022                    
40  
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DATE:                   June 10, 2022                  



**SCHEDULE A  
COLUMBIA SCHOOL DISTRICT #400  
SEPTEMBER 1, 2022 - AUGUST 31, 2023**

<b>LEVEL</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
<u>Year Completed</u>	<u>1</u>	<u>2</u>	<u>4</u>	<u>6+</u>
<b>Transportation</b>				
Trainer (First Aid/Driver)	22.74	23.13	24.01	24.77
Driver	20.87	21.34	22.23	22.92
Trans/Maint Coordinator	19.69	20.97	22.30	22.98
Courier	17.36	18.08	18.74	19.37
Bus Attendant	16.90	18.15	19.17	19.78
<b>Educational Support</b>				
Paraprofessional	16.90	18.15	19.17	19.78
Library Technician	17.52	18.76	19.77	20.41
Bilingual Translator (District Designated)	17.52	18.76	19.77	20.41
Specialized Para (Per Section 11.5.2)	17.52	18.76	19.77	20.41
SLPA	23.86	25.14	26.46	27.98
Home Visitor	19.51	20.51	21.64	22.26
Records Clerk	19.69	20.97	22.30	22.98
<b>Secretarial</b>				
Office Manager	19.69	20.97	22.30	22.98
<b>Custodial/Maintenance</b>				
Maintenance/Custodian	19.98	21.70	22.93	23.55
Grounds	19.98	21.70	22.93	23.55
Custodian	18.87	19.82	20.79	21.41
<b>Food Service</b>				
Head Cook	18.64	19.53	20.41	21.08
Cooks Assistant	16.27	17.13	18.04	18.65
Food Services Assistant	15.90	16.72	17.61	18.15
Substitutes will be paid at the "1" step.				

\*Longevity = .15 @ 5 yrs, .20 @ 10 yrs, .30 @ 15 years, .40 @ 20 years, .50 @ 25 years, .60 @ 30 years, .70 @ 35 years, .80 @ 40 years

**IN-SERVICE AND EDUCATIONAL STEPS**

- A. 15 Credits or 150 clock hours approved by District or pass the Title I test = 1% of salary step.
- B. 30 Credits or 300 clock hours approved by District = 1.5% of salary step.
- C. 60 Credits or 600 clock hours approved by District = 3% of salary step.
- D. 90 Credits or 900 clock hours approved by District = 6% of salary step.
- E. 180 Credits or 1200 clock hours approved by District = 7% of salary step.

Employees will be required to submit all transcripts to the Superintendent.

**Employee(s) who successfully complete the Pupil Transportation Management Training Program shall receive an additional fifty cents (\$.50) per hour as is identified by the District as the primary driver trainer**

**Medication Dispensing:** The District will pay Office Managers an extra twenty (\$0.20) cents an hour for those whose job description includes substantial responsibilities in this area. The Principal of each building is responsible for designating this individual in each building. Those members of the PSE who are designated for training but do not have substantial responsibility will be paid for training above the employees contracted yearly hours. This rate of pay for training will be twenty (\$.20) cents an hour above the employee's regular pay.

**LETTER OF AGREEMENT**

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, COLUMBIA/BURBANK CHAPTER AND THE COLUMBIA SCHOOL DISTRICT #400 PURSUANT TO ARTICLE XVIII, SECTION 18.6. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

- 1) Schedule A for the 2023-2024 school year shall be amended and attached with a total increase of four percent (4%).

This Letter of Agreement shall become effective September 1, 2023, shall remain in effect until August 31, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

COLUMBIA / BURBANK CHAPTER

COLUMBIA SCHOOL DISTRICT #400

BY:     /e-signed by Danna Stultz/      
Danna Stultz, Chapter President

BY:     /e-signed by Todd Hilberg/      
Todd Hilberg, Superintendent

DATE:     August 7, 2023    

DATE:     August 16, 2023    



**SCHEDULE A  
COLUMBIA SCHOOL DISTRICT #400**

**SEPTEMBER 1, 2023 - AUGUST 31, 2024**

<u>LEVEL</u> Year Completed	I 1	II 2	III 4	IV 6+
<b>Transportation</b>				
Trainer (First Aid/Driver)	\$ 23.65	\$ 24.05	\$ 24.97	\$ 25.77
Driver	\$ 21.70	\$ 22.19	\$ 23.12	\$ 23.84
Trans/Maint Coordinator	\$ 20.48	\$ 21.81	\$ 23.19	\$ 23.89
Courier	\$ 18.05	\$ 18.81	\$ 19.49	\$ 20.14
Bus Attendant	\$ 17.57	\$ 18.87	\$ 19.93	\$ 20.57
<b>Educational Support</b>				
Paraprofessional	\$ 17.57	\$ 18.87	\$ 19.93	\$ 20.57
Library Technician	\$ 18.22	\$ 19.51	\$ 20.56	\$ 21.22
Bilingual Translator (District Designated)	\$ 18.22	\$ 19.51	\$ 20.56	\$ 21.22
Specialized Para (Per Section 11.5.2)	\$ 18.22	\$ 19.51	\$ 20.56	\$ 21.22
SLPA	\$ 24.82	\$ 26.14	\$ 27.52	\$ 29.10
Home Visitor	\$ 20.29	\$ 21.33	\$ 22.50	\$ 23.15
Records Clerk	\$ 20.48	\$ 21.81	\$ 23.19	\$ 23.89
<b>Secretarial</b>				
Office Manager	\$ 20.48	\$ 21.81	\$ 23.19	\$ 23.89
<b>Custodial/Maintenance</b>				
Maintenance/Custodian	\$ 20.78	\$ 22.57	\$ 23.85	\$ 24.49
Grounds	\$ 20.78	\$ 22.57	\$ 23.85	\$ 24.49
Custodian	\$ 19.63	\$ 20.61	\$ 21.62	\$ 22.26
<b>Food Service</b>				
Head Cook	\$ 19.39	\$ 20.31	\$ 21.22	\$ 21.92
Cooks Assistant	\$ 16.92	\$ 17.81	\$ 18.76	\$ 19.40
Food Services Assistant	\$ 16.53	\$ 17.39	\$ 18.31	\$ 18.87
Substitutes will be paid at the "1" step.				

\*Longevity = .15 @ 5 yrs, .20 @ 10 yrs, .30 @ 15 years, .40 @ 20 years,  
.50 @ 25 years, .60 @ 30 years, .70 @ 35 years, .80 @ 40 years

**IN-SERVICE AND EDUCATIONAL STEPS**

- A. 15 Credits or 150 clock hours approved by District or pass the Title I test = 1% of salary step.
- B. 30 Credits or 300 clock hours approved by District = 1.5% of salary step.
- C. 60 Credits or 600 clock hours approved by District = 3% of salary step.
- D. 90 Credits or 900 clock hours approved by District = 6% of salary step.
- E. 180 Credits or 1200 clock hours approved by District = 7% of salary step.

Employees will be required to submit all transcripts to the Superintendent.

**Employee(s) who successfully complete the Pupil Transportation Management Training Program shall receive an additional fifty cents (\$.50) per hour as is identified by the District as the primary driver trainer in any given year.**

Medication Dispensing: The District will pay Office Managers an extra twenty cents (\$0.20) an hour for those whose job description includes substantial responsibilities in this area. The Principal of each building is responsible for designating this individual in each building. Those members of the PSE who are designated for training but do not have substantial responsibility will be paid for training above the employees contracted yearly hours. This rate of pay for training will be twenty cents (\$.20) an hour above the employee's regular pay.