

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**CONCRETE SCHOOL DISTRICT #11**

AND

**PUBLIC SCHOOL EMPLOYEES OF  
CONCRETE SCHOOL DISTRICT #804**

SEPTEMBER 1, 2022 - AUGUST 31, 2025



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

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| Cook   |             |
| Media Specialist   |             |
| Instructional Assistant  |             |
| Secretary  |             |
| Lunchroom Monitor  |             |
| District Nurse   |             |
| Playground Monitor   |             |

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## DECLARATION OF PRINCIPLES

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

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## P R E A M B L E

This contract is made and entered into between Concrete School District Number 11 (hereinafter "District") and Public School Employees of Concrete School District, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").

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

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## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1.**

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.



1 **Section 1.2.**

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

5  
6 **Section 1.3.**

7 Descriptions for all positions subject to this Agreement shall be as specified in Section 1.3.1 and shall  
8 remain in effect during the term of this Agreement. Modification of existing positions or the creation of  
9 new positions shall require consultation pursuant to Article V and mandatory salary negotiation.

10  
11 **Section 1.3.1.**

12 Current position descriptions shall be identified by Schedule A title and date of adoption.  
13 Position descriptions shall be provided to the Association President and shall be reviewed  
14 annually.

15  
16 **Section 1.4.**

17 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the  
18 following job classifications: Custodial, Maintenance, Food Service, Transportation, Secretarial,  
19 Paraeducators, Nursing Services, Technology and Family Intervention Specialist. Except: the  
20 Administrative Assistant, Business Manager, Accounts Payable Secretary, Payroll Accountant,  
21 Transportation Supervisor and Custodial/Maintenance Supervisor.

22  
23 **Section 1.4.1.**

24 Substitute employees who are employed for thirty-one (31) or more days in a calendar year and  
25 who continue to be available for employment are subject to representation but are subject solely  
26 to Schedule A, Step 1.

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30 **ARTICLE II**

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32 **RIGHTS OF THE EMPLOYER**

33  
34 **Section 2.1.**

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

43  
44 **Section 2.2.**

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



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## ARTICLE III

### RIGHTS OF EMPLOYEES

**Section 3.1.**

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

**Section 3.2.**

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

**Section 3.3.**

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

**Section 3.4.**

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

**Section 3.5.**

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

**Section 3.6.**

Regular employees shall be formally evaluated at least once annually by their immediate supervisor. A regular employee may submit in writing, to his/her immediate supervisor, a request that an informal mid-year evaluation be conducted on or before January 1. Pursuant to Section 10.2., probationary employees shall be formally evaluated at the end of their third (3rd) month of employment and again during their fifth (5th) month of employment. Supervisors shall use the Performance Appraisal Form which is attached to the Agreement as an Appendix.

All evaluations shall be discussed with the employee. A copy of the evaluation shall be given to the employee and a copy shall be placed in the employee's personnel file. Within five (5) working days of receipt of the evaluation, the employee may attach his or her own comments to the evaluation. These comments will become a permanent part of the evaluation. In the event the employee receives an evaluation which contains a rating of "Need Improvement" or "Unsatisfactory" the evaluator, after consultation with the employee, shall develop a written plan to improve the employee's performance in the deficient area(s).

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**Section 3.7.**

Employees will be given a copy of all material added to the central office personnel file at the time such material is added to the file. Each employee will have the right, upon request to the Superintendent's secretary, to schedule an appointment to review the contents of his or her personnel file.

An employee may obtain copies of the documents made available under this Section. No record, file or document pertaining to an employee will be made available to any unauthorized person for photocopy or inspection.

Employees shall have the right to respond in writing to all additions in the personnel file. Such additions shall be made a part of the file. Disciplinary material will be removed from an employee's file two (2) years after inclusion, provided that no disciplinary material has been added during the past year.

**ARTICLE IV**  
**RIGHTS OF THE ASSOCIATION**

**Section 4.1.**

The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing.

**Section 4.2.**

The Association shall promptly be notified by the District and the employee affected of any grievances or disciplinary actions of any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievances or disciplinary actions and to make known the Association's views concerning the case.

**Section 4.3.**

The District shall provide each new employee with a copy of this Agreement to be furnished to the District by the Association.

**Section 4.4.**

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington State Organization.

**Section 4.5.**

On or before October 15, the District shall provide the Association President with the following information for each current employee: the number of hours worked, hourly rate, hire date, work assignment and classification. A list of all new employees with the above information shall be provided to the Association President within ten (10) working days of hire. The information provided shall be supplemented and revised as changes occur.



1 **Section 4.6.**

2 Representatives of the Association, upon making their presence known to the District, shall have access  
3 to the District premises during business hours, provided, that no conferences or meetings between  
4 employees and Association representatives will in any way hamper or obstruct the normal flow of work.  
5

6 **Section 4.7. Bulletin Boards.**

7 The District shall provide a bulletin board space in each school for the use of the Association. The  
8 bulletins posted by the Association are the responsibility of the officials of the Association. Each  
9 bulletin shall be signed by the Association official responsible for its posting. The responsibility for the  
10 prompt removal of notices from the bulletin boards after they have served their purpose shall rest with  
11 the individual who posted such notices.  
12

13 **Section 4.8.**

14 Elected union representatives will be provided time off without loss of pay to attend mutually scheduled  
15 meetings with District officials. The Association will be provided time off without loss of pay to a  
16 maximum of fifteen (15) days per year to attend regional or state union meetings. At least a one (1) week  
17 notice in advance is required and the Association will pay for substitute time actually worked if a regular  
18 work schedule is missed by an employee.  
19

20 **Section 4.9.**

21 Any classified employee working a night shift will be allowed to attend Association meetings for a  
22 maximum of ninety (90) minutes per meeting without loss of pay; provided their building is secured and  
23 locked before leaving, and provided further, that they shall complete their regular duties.  
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27 **ARTICLE V**

28 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

29 **Section 5.1.**

30 It is agreed and understood that matters appropriate for consultation and negotiation between the District  
31 and the Association are programs relating to or affecting hours, wages, grievance procedures and general  
32 working conditions of employees in the bargaining unit subject to this Agreement.  
33  
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36 **Section 5.2.**

37 It is further agreed and understood that the District will consult with the Association and meet with the  
38 Association upon its request in the formulation of any changes being considered in the existing  
39 Agreement.  
40

41 **Section 5.3.**

42 It is further recognized that this Agreement does not alter the responsibility of either party to meet with  
43 the other party to advise, discuss or consult regarding matters concerning working conditions not  
44 covered by this Agreement.  
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1 **Section 5.4.**

2 At the request of the Chapter President, the Superintendent will meet with the Chapter President to  
3 discuss the Association's possible concerns relative to establishment of the student school calendar.  
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7 **ARTICLE VI**

8  
9 **ASSOCIATION REPRESENTATION**  
10

11 **Section 6.1.**

12 When formal meetings are held between representatives of the Association and representatives of the  
13 District, formal minutes shall be prepared upon the request of either party. The Association will arrange  
14 for the preparation of such minutes and a draft will be made available to the representatives of the  
15 District for review prior to final preparation. The District will be furnished copies of the completed  
16 minutes. The cost shall be shared equally by the District and the Association. The recording secretary  
17 must be mutually approved by the District and the Association.  
18

19 **Section 6.2.**

20 The Association representatives shall represent the Association and employees in meeting with officials  
21 of the District to discuss appropriate matters of mutual interest. They may receive and investigate to  
22 conclusion complaints or grievances of employees and thereafter advise employees of rights and  
23 procedures outlined in this contract and applicable regulations or directives for resolving the grievances  
24 or complaints after the first step.  
25

26 **Section 6.3.**

27 The Association will designate a Conference Committee of five (5) members who will meet with the  
28 Superintendent of the District and the Superintendent's representatives on a mutually agreeable basis to  
29 discuss appropriate matters.  
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32

33 **ARTICLE VII**

34 **HOURS OF WORK AND OVERTIME**  
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36

37 **Section 7.1.**

38 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)  
39 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee  
40 to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.  
41

42 **Section 7.2.**

43 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be  
44 changed without prior notice to the employee of two (2) calendar weeks, except in cases of emergency.  
45

46 **Section 7.3.**

47 Each employee shall be assigned to a definite shift with designated times of beginning and ending. The  
48 first shift is defined as any work shift beginning between 5:00 A.M. and 11:59 A.M. The second shift is





1 defined as any work shift beginning between 12:00 noon and 9:59 P.M. The third shift is defined as any  
2 work shift beginning between 10:00 P.M. and 4:59 A.M.

3  
4 **Section 7.3.1.**

5 The first shift shall consist of eight and one-half (8-1/2) hours, for eight (8) hours compensation,  
6 including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is  
7 practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second  
8 half rest period, both of which rest periods shall occur as near the middle of each half shift as is  
9 practicable.

10  
11 **Section 7.3.2.**

12 The second shift shall consist of eight and one-half (8-1/2) hours, for eight (8) hours  
13 compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the  
14 shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute  
15 second half rest period, both of which rest periods shall occur as near the middle of each half  
16 shift as is practicable.

17  
18 **Section 7.3.3.**

19 The third shift shall consist of eight and one-half (8-1/2) hours, for eight (8) hours compensation,  
20 including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is  
21 practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second  
22 half rest period, both of which rest periods shall occur as near the middle of each half shift as is  
23 practicable.

24  
25 **Section 7.4.**

26 In the event an employee is assigned to a shift less than the normal work shift previously defined in this  
27 Article, the employee shall be given a fifteen (15) minute rest period within each four (4) hours of work.

28  
29 **Section 7.5.**

30 Employees required to work through their regular lunch periods will be given time to eat at a time  
31 agreed upon by the employee and supervisor. In the event the District requires an employee to forego a  
32 lunch period and the employee works the entire shift, including the lunch period, the employee shall be  
33 compensated for the foregone lunch period at overtime rates.

34  
35 **Section 7.6.**

36 Employees requested to work a shift regularly filled by a higher classification employee shall receive  
37 compensation equal to that normally received by the employee in the higher classification.

38  
39 **Section 7.7.**

40 In the event of a school closure due to inclement weather, plant inoperation, or the like, the District will  
41 make every effort to notify each employee to refrain from coming to work. Employees reporting to  
42 work shall receive a minimum of two (2) hours pay at base rate in the event of such a closure; provided,  
43 however, no employee shall be entitled to any such compensation in the event of actual notification by  
44 the District of the closure prior to leaving home for work.

1 **Section 7.7.1.**

2 Both parties agree that due to school closures caused by inclement weather that the classified  
3 employees shall suffer no loss of pay because of make-up days being waived by the State of  
4 Washington.

5  
6 Furthermore, both parties agree that the following options shall be made available to affected  
7 employees not required to work during suspended operation/road restrictions:

- 8  
9 1. Annual leave (vacation), personal leave, emergency leave;  
10 2. Leave without pay; or  
11 3. Reasonable opportunity to make up work time lost as a result of suspended  
12 operation/road restrictions.

13  
14 Ref. WAC 357.31.244

15  
16 **Section 7.8.**

17 Only employees, employed regularly as classified employees, will be used to fill job assignments within  
18 their respective classifications for which compensation is granted, unless no qualified employee of a  
19 needed classification is available.

20  
21 **Section 7.9.**

22 Recognizing that personnel in the Transportation classification present special shift problems, the parties  
23 agree that shifts shall be established in that classification in relation to routes and driving times requisite  
24 to fulfilling tasks assigned by the Supervisor of Transportation; provided, however, that employees in  
25 the Transportation classification shall be entitled to the benefits of Section 7.4 to the same degree as any  
26 other employee; and provided further that all bus drivers shall receive one-half (1/2) hour pay per day for  
27 the purpose of bus cleanup and bus warmup in addition to actual hours of driving time. All trips other  
28 than regular daily scheduled bus runs shall be compensated at the employee's base hourly rate for driving  
29 time and the rate specified in Schedule A for all standby time; provided, however, that bus drivers shall  
30 be subject to the provisions relative to overtime hereinafter provided. If there are thirty (30) minutes or  
31 less between assignments, the base hourly rate shall continue uninterrupted. Drivers shall receive a  
32 minimum of two (2) hours pay for each duty call. A duty call is defined as any work other than the  
33 normal work shift and workday, noncontiguous with the normal work shift or workday.

34  
35 **Section 7.9.1. Contiguous Time.**

36 To receive pay for contiguous time, drivers will be expected to work during the contiguous time  
37 between assignments. The duties performed shall be transportation related duties and a list shall  
38 be created and posted by the Transportation Supervisor of those duties available to the drivers.  
39 Should there be no duties available to the drivers, the driver's base hour rate shall continue  
40 uninterrupted. If a driver chooses to not work during the contiguous time, the driver will not  
41 receive pay for this time.

42  
43 **Section 7.9.2.**

44 Consistent with the parties practice in assignment of extra bus trips, such trips will be assigned  
45 on the basis of seniority, except in cases where the trip is of such a duration the District would be  
46 obligated to pay overtime. If all eligible extra trip drivers have worked forty (40) hours in a  
47 week, all additional work shall be assigned on the basis of seniority.

1 **Section 7.9.3.**

2 It is the intent of the parties to not replace regular bus drivers on extra bus trips by use of  
3 individuals with Type II driver certification. Nor is it the intent of the parties to use Type II  
4 drivers to drive regular routes, except in the case of an emergency. In instances where more than  
5 twelve (12) students are to be transported, a school bus and regular (Type I) driver will be  
6 utilized. Type II drivers utilized by the District will be school district employees driving school  
7 district vehicles, will have successfully completed the Type II driver class, and will be subject to  
8 a driver abstract every three (3) years. Additionally, any equipment in the vehicle with the  
9 students will be safely secured. The District agrees to inform and consult with the Association if  
10 it chooses to transport students in a manner contrary to the procedures set forth in this section.  
11 The parties mutually agree that Type II drivers may take up to three (3) trips annually,  
12 transporting up to fifteen (15) students for ASB approved club related activities.

13 **Section 7.9.4. Drug Testing.**

14 Random drug testing of employees, as required by state law, will be guided by the following  
15 concepts:  
16

- 17
- 18 A. Employees who voluntarily come forward to inform the District of a drug and/or alcohol  
19 dependency and of their immediate intent to enter a licensed treatment program will be  
20 granted leave without pay.
  - 21
  - 22 B. Employees will not be required to undergo testing and evaluation procedures on a  
23 non-workday.
  - 24
  - 25 C. All costs involved in any District required testing and evaluation procedures shall be  
26 borne by the District. However, any costs involved in return to duty testing, follow-up  
27 testing after a positive test result or employee requested testing, shall be borne by the  
28 employee.
  - 29
  - 30 D. Employees required to undergo testing will be given the opportunity by the District to  
31 review testing policies and procedures prior to the time of testing.
  - 32
  - 33 E. Testing results, including the fact that an employee is tested, shall remain confidential.  
34 Any written materials or information associated with such testing shall be retained in a  
35 secure confidential file to which only the Superintendent and/or designee and the  
36 employee shall have access.
  - 37
  - 38 F. Employees shall be placed on a paid leave of absence during any period they are off work  
39 due to testing or evaluation requirements or results and prior to a final determination of  
40 employment status.
  - 41
  - 42 G. Discipline imposed as a result of confirmed positive testing shall be appropriate to the  
43 severity of the confirmed offense. Procedures for reinstatement to driving duties shall be  
44 applied uniformly and consistently.
  - 45
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1 **Section 7.10. Overtime.**

2 In the assignment of overtime, the District agrees to provide the employee with as much advance notice  
3 as practicable in the circumstances. Normally, employees designated to work overtime on days outside  
4 their regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the  
5 end of the last shift before the overtime commences, except in cases of emergency.

6  
7 **Section 7.10.1.**

8 All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be  
9 compensated at the rate of one and one-half (1½) times the employee's base pay.

10 Notwithstanding the above provision, Bus Drivers shall be excluded from receiving one and one-  
11 half (1½) times the employee's base pay for over eight (8) hours a day.

12  
13 **Section 7.10.2.**

14 All hours worked on the sixth (6th) consecutive day shall be compensated at the rate of one and  
15 one-half (1½) times the employee's base pay.

16  
17 **Section 7.10.3.**

18 All hours worked on the seventh (7th) consecutive day shall be compensated at the rate of twice  
19 the employee's base pay.

20  
21 **Section 7.10.4.**

22 Employees called back on a regular workday or called on the sixth (6th) or seventh (7th)  
23 consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate. Except  
24 for attendance at scheduled school activities, the term “call back” applies when an employee has  
25 left the campus and is called back to work.

26  
27 **Section 7.11. Compensatory Time Off.**

28 An employee may, at his/her option, request compensatory time off in lieu of overtime compensation or  
29 payment for hours worked beyond the employee's normal work shift. Compensatory time, if granted,  
30 may be accrued; provided, however, the records shall be maintained and there must be a reasonable  
31 expectation the employee will be provided an opportunity to expend the accrued time. Compensatory  
32 time shall be used within the pay period or the subsequent pay period in which the time is earned. If the  
33 employee requests use of compensatory time and is denied the opportunity during the time period  
34 referred to in the previous sentence, then the District agrees to compensate the employee for the time  
35 worked. The District shall not solicit employees to accept compensatory time in lieu of other  
36 compensation. Compensatory time in lieu of overtime as provided in this Article shall be accrued at the  
37 rate of one and one-half (1-1/2) hours for each hour worked.

38  
39 **Section 7.12. Flex Time.**

40 Employees may request flex time, which allows an employee to trade time in one’s schedule and must  
41 occur within the work week of the request. Flex time does not include the trading of hours/time between  
42 employees. Overtime hours are not involved. All flex time must be pre-approved by the employee’s  
43 building administrator.

44  
45 **Section 7.13. Four (4) Day, Ten (10) Hour Workweek.**

46 While the students are away from school during the summer, the workweek and shift for two-hundred  
47 sixty (260) day employees may consist of four (4) consecutive days of ten and one-half (10 ½) hours a  
48 day, including a thirty (30) minute uninterrupted non-paid lunch period as near the middle of the shift as

1 is practicable, and also including a twenty (20) minute first half and a twenty (20) minute second half  
2 rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

3  
4 **Section 7.13.1.**

5 All hours worked on the fifth (5<sup>th</sup>) consecutive day by employees listed in Section 7.13 shall be  
6 compensated at the rate of one and one-half (1 ½) times the employee's base rate. All hours  
7 worked on the fifth (5<sup>th</sup>) consecutive day in excess of eight (8) hours and in excess of forty (40)  
8 hours shall be compensated at a rate twice the employee's base rate.

9  
10 **Section 7.13.2.**

11 All hours worked on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive days by employees listed in  
12 Section 7.13 shall be compensated at the rate twice the employee's base rate.

13  
14 **Section 7.14.**

15 Regular summer hours of employment shall be offered annually to employees consistent with Article X.

16  
17  
18 **ARTICLE VIII**

19  
20 **HOLIDAYS AND VACATIONS**

21  
22  
23 **Section 8.1. Holidays.**

24 All employees shall receive the following paid holidays that fall within their work year:

- 25  
26
- |                              |   |
|------------------------------|---|
| 1. Day before New Year's Day | 9. Veterans' Day  |
| 2. New Year's Day            | 10. Day before Thanksgiving Day   |
| 3. Martin Luther King Day    | 11. Thanksgiving Day  |
| 4. Presidents' Day           | 12. Native American Heritage Day/Day after Thanksgiving<br>after Thanksgiving Day |
| 5. Memorial Day              | 13. Day before Christmas  |
| 6. Juneteenth                | 14. Christmas Day   |
| 7. Independence Day          | 15. Day after Christmas   |
| 8. Labor Day                 |   |
- 27  
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35 **Section 8.1.1. Unworked Holidays.**

36 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at  
37 the time the holiday occurs. Employees who are on the active payroll on the holiday and have  
38 worked either their last scheduled shift preceding the holiday or their first scheduled shift  
39 succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such  
40 unworked holiday. An exception to this requirement will occur if employees can furnish proof  
41 satisfactory to the District that because of illness they were unable to work on either of such  
42 shifts, and the absence previous to such holiday, by reason of such illness, has not been longer  
43 than thirty (30) regular workdays.

44  
45 **Section 8.1.2. Worked Holidays.**

46 Employees who are required to work on the above described holidays shall receive the pay due  
47 them for the holiday, plus one and one-half (1-1/2) times their base rate for all hours worked on  
48 such holidays.

**Section 8.1.3. Holidays During Vacation.**

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

**Section 8.2. Vacations.**

Only full-time employees shall be eligible for vacation. Full-time employees are those employees working throughout the school year (September 1 through August 31).

**Section 8.2.1.**

School year employees will receive a vacation stipend, added to their individual salaries, as reflected on Schedule A, per year per FTE for vacation credit. The FTE amount will be included in the June paycheck for school year employees. The individual FTE will be calculated in a two thousand eighty (2,080) hour basis and will be calculated on the year's actual number of hours worked. Full-time employees shall be granted vacation time off with pay as follows: ten (10) days after one (1) year of completed service, twelve (12) days after five (5) years of completed service, fifteen (15) days after eight (8) years of completed service, and twenty (20) days after fifteen (15) years of completed service.

**Section 8.3.**

Time on layoff and time on authorized leave of absence will be counted as continuous service for the purpose of establishing and retaining eligibility dates.

**Section 8.4.**

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

**ARTICLE IX**

**LEAVES**

**Section 9.1. Illness, Injury And Emergency Leave.**

**Section 9.1.1. Disability and Emergency Leave.**

Employees will receive twelve (12) days annual leave for illness, injury and emergency leave. Unused days shall accumulate to the extent allowed by law. Less than full time (partial year or fractional FTE) employees shall be allowed illness, injury and emergency leave equivalent to the hours of their normal workday. Illness, injury and emergency leave shall be vested when earned and may be accumulated up to the legal maximum. The District shall project the number of annual days of illness, injury and emergency leave at the beginning of the school year. Illness, injury and emergency 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 illness, injury and emergency leave; illness, injury and emergency leave benefits will be paid in accordance with the



1 employee's normal daily work shift at the time the illness, injury and emergency leave is taken,  
2 and the accumulated benefits will be expended on an hourly rather than a daily basis. In the  
3 event of an illness causing an absence of five (5) or more consecutive days, the employee shall  
4 furnish the Employer, if requested, a certificate signed by a physician.

5  
6 Emergency leave shall be granted as defined in the following:

- 7  
8 A. The problem must have been suddenly precipitated or must be of such nature that  
9 preplanning could not relieve the necessity of the employee's absence;  
10 B. The problem must be one of major importance and not a mere convenience;  
11 C. It is not the intent of this leave to provide extensions of vacation or holiday leaves  
12 because of transportation problems; e.g., failure of an airline to maintain schedules.

13  
14 **Section 9.1.1.1. Illness, Injury and Emergency Leave Attendance Incentive**  
15 **Program.**

16 In January of the year following any year in which a minimum of sixty (60) days of leave  
17 for illness or injury is accrued, and each January thereafter, any eligible employee may  
18 exercise an option to receive remuneration for unused leave for illness or injury  
19 accumulated in the previous year at a rate equal to one (1) days monetary compensation  
20 of the employee for each four (4) full days of accrued leave for illness or injury in excess  
21 of sixty (60) days. Leave for illness or injury for which compensation has been received  
22 shall be deducted from accrued leave for illness or injury at the rate of four (4) days for  
23 every one (1) days monetary compensation.

24  
25 **Section 9.1.1.2.**

26 At the time of separation from school district employment due to retirement or death, an  
27 eligible employee or the employee's estate shall receive remuneration at a rate equal to  
28 one (1) days current monetary compensation for each four (4) full days accrued leave for  
29 illness or injury.

30  
31 **Section 9.1.2.**

32 In the event employees are absent for reasons which are covered by Industrial Insurance, the  
33 District shall pay the employee an amount equal to the difference between the amount paid the  
34 employee by the Department of Labor and Industries and the amount the employee would  
35 normally earn. A deduction shall be made from the employee's accumulated illness, injury, and  
36 emergency leave in accordance with the amount paid to the employee by the District.

37  
38 **Section 9.2. Bereavement Leave.**

39 Employees shall be allowed up to three (3) days with pay per year per occurrence by a death in the  
40 immediate family. Up to three (3) additional days may be granted with prior approval when extended  
41 travel is necessary. "Immediate family" is defined as child, spouse, parent or step-parent of the  
42 employee, brother or sister, brother-in-law or sister-in-law, father-in-law, mother-in-law, son-in-law,  
43 daughter-in-law, grandchild or member of the household. Upon request to the District Superintendent,  
44 one (1) additional day of leave may be granted for the death of a member of the employee's extended  
45 family or friends. The Superintendent at his/her discretion may grant additional bereavement leave on  
46 an individual basis. Bereavement leave is noncumulative.

1 **Section 9.3. Emergency Family Leave.**

2 Employees may be allowed up to three (3) days with pay per year for absence caused by paternity or  
3 serious illness (including preplanned and emergency surgeries) to a member of the employee's family as  
4 defined in Section 9.2. Up to three (3) additional days may be granted upon prior approval when  
5 extended travel is necessary. Family illness leave is noncumulative. If any additional days over the  
6 limit are approved by the Superintendent, they shall be deducted from Illness, Injury, and Emergency  
7 Leave. Normally Illness, Injury and Emergency Leave will be used first for personal/family medical  
8 illness.

9  
10 **Section 9.4. Personal Leave.**

11 Two (2) days per year shall be granted to employees for Personal Leave. One day may be carried over  
12 for one (1) year. Employees will not be required to state any reason for the leave beyond the term  
13 "personal." Effective September 1, 2020, employees may carry over personal leave days up to a total of  
14 four (4) days.

15  
16 The Personal Leave may not be utilized by any employee during either the ten (10) working days  
17 starting with the first student day in September or the ten (10) working days ending with the last student  
18 day in June. Upon request, the Superintendent may allow exceptions to this limitation. Not more than  
19 two (2) employees from each job classification may utilize Personal Leave on any given day; provided,  
20 however, that no more than one (1) person in each classification, per work site, may utilize personal  
21 leave on the same day. Effective September 1, 2020, personal leave shall not be used to extend a  
22 holiday or vacation. The granting of Personal Leave shall be subject to the availability of an appropriate  
23 substitute for the employee's position.

24  
25 **Section 9.5. Maternity Leave.**

26 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such  
27 time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave  
28 must return to work not later than one (1) year following the granting of the maternity leave. Employees  
29 granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance  
30 with Section 9.1.1 above. Before returning to work, the employee must be certified by her physician as  
31 ready and able to return.

32  
33 **Section 9.6. Judicial Leave.**

34 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as  
35 a codefendant with the District, such employee shall receive a normal day's pay for each day of required  
36 presence in court. In the event that an employee is a party in a court action, such employee may request a  
37 leave of absence.

38  
39 **Section 9.7. Leave of Absence.**

40  
41 **Section 9.7.1.**

42 Upon recommendation of the immediate supervisor through administrative channels to the  
43 Superintendent, and upon approval of the Board of Directors, an employee may be granted a  
44 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is  
45 granted due to extended illness, one (1) additional year may be granted.



1 **Section 9.7.2.**

2 The returning employee will be assigned to the position occupied before the leave of absence.  
3 Employees hired to fill positions of employees on leave of absence will be hired for a specific  
4 period of time, during which they shall be subject to all provisions of this Agreement. It shall be  
5 the responsibility of the employer to inform replacement employees of these provisions.  
6

7 **Section 9.7.3.**

8 The employee will retain accrued illness, injury and emergency leave, vested vacation rights, and  
9 seniority rights while on leave of absence. However, vacation credits, illness, injury, and  
10 emergency leave, and seniority shall not accrue while the employee is on leave of absence;  
11 provided, however, that if such leave is approved for extended illness or injury, seniority shall  
12 accrue.  
13

14 **Section 9.8. Leave Sharing.**

15 An employee may transfer leave to another employee as defined in RCW 41.04.660.  
16  
17

18 **ARTICLE X**

19 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**  
20  
21

22 **Section 10.1.**

23 For purposes of this Agreement, the seniority of an employee within the bargaining unit shall be  
24 established as of the date on which the employee began continuous daily employment (hereinafter "hire  
25 date") unless such seniority shall be lost as hereinafter provided.  
26  
27

28 **Section 10.2.**

29 Each new hire shall remain in a probationary status for a period of not more than six (6) months  
30 following the hire date. During this probationary period the District may discharge such employee at its  
31 discretion.  
32

33 **Section 10.3.**

34 Upon completion of the probationary period, the employee will be subject to all rights and duties  
35 contained in this Agreement retroactive to the hire date.  
36

37 **Section 10.4.**

38 The seniority rights of an employee shall be lost for the following reasons:  
39

- 40 A. Resignation;
- 41 B. Discharge for justifiable cause;
- 42 C. Retirement; or
- 43 D. Change in job classification within the bargaining unit, as hereinafter provided.  
44

45 **Section 10.5.**

46 Seniority rights shall not be lost for the following reasons, without limitation:  
47  
48



- A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- B. Time spent on other authorized leaves; or
- C. Time spent in layoff status as hereinafter provided.

**Section 10.5.1.**

Seniority rights shall not be lost for time on leave of absence granted for the purpose of serving in the Armed Forces of the United States, to a maximum of two (2) years of such absence.

**Section 10.6.**

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.4.

**Section 10.7.**

The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation periods and special services (including overtime). The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new or open positions, new hours of work within positions and retention of hours during a layoff or restructuring when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, in those qualifications enumerated in the applicable job descriptions, the District upon written request by the affected employee(s), or the Association President, shall set forth in writing its reasons why the senior employee or employees have been bypassed. Copies of the District's reasons will be provided affected employee(s), the Association President, and the grievance committee chairperson.

**Section 10.7.1.**

Extra hours of custodial or maintenance work (e.g., grounds, painting, general maintenance) shall be subject to seniority and shall be posted in accordance with Section 10.9. Employees who receive these extra hours shall be paid at the Custodian Step 1 wage rate.

**Section 10.7.2.**

All bumping by Paraeducators, to avoid layoff, shall be on a lateral or downward level when the senior employee is qualified to perform the duties of the position. The District shall have the authority to direct such a bump between positions that are similar in wages, hours and working conditions during a layoff situation. This shall supersede any and all other areas of this contract language related to layoff and recall, when done in consultation with the Association.

**Section 10.8.**

Employees who change job classifications within the bargaining unit shall retain their hire dates in the previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire date and a new classification.

**Section 10.9.**

The District shall publicize within the bargaining unit for five (5) working days the availability of open positions as soon as possible after the District is apprised of the opening. Posting requirements apply if the hours of a position are increased or decreased a total of thirty (30) minutes or more per day in a ninety (90) working day period. A copy of the job posting shall be forwarded to the President of the



1 Association and to the Association representative of the classification concerned. The District shall mail  
2 notice of open positions to the unit President for openings that occur during the months that school is not  
3 in session.

4  
5 **Section 10.10.**

6 In the event of layoff, employees so affected are to be placed on a re-employment list maintained by the  
7 District according to layoff ranking. Such employees are to have priority in filling an opening in the  
8 classification held immediately prior to layoff. Names shall remain on the re-employment list for two (2)  
9 years.

10  
11 **Section 10.11.**

12 Employees on layoff status shall provide the District with their current address and telephone number(s).  
13 Employees may also provide a current e-mail address to the District. All information and preference of  
14 notification method must be provided in writing to the District personnel office. It is the employees'  
15 responsibility to notify the District, in writing, of any change of address, phone number(s) or e-mail  
16 address.

17  
18 **Section 10.12.**

19 An employee shall forfeit rights to re-employment as provided in Section 10.10 if the employee does not  
20 comply with the requirements of Section 10.11, or if the employee does not respond to the offer of re-  
21 employment within three (3) working days.

22  
23 **Section 10.13.**

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

27  
28  
29  
30 **ARTICLE XI**

31  
32 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

33  
34 **Section 11.1.**

35 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue  
36 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If  
37 the District has reason to reprimand an employee, it shall be done in a manner which will not unduly  
38 embarrass the employee before other employees or the public.

39  
40 **Section 11.2. Notification to Non-Annual Employees.**

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

43  
44 **Section 11.2.1.**

45 Should the District decide to discharge or lay off any non-annual employee, the employee shall  
46 be so notified in writing prior to the expiration of the school year.

1 **Section 11.2.2.**

2 Nothing contained herein shall be construed to prevent the District from discharging an employee  
3 for acts of misconduct occurring after the expiration of the school year.  
4

5 **Section 11.2.3.**

6 Nothing contained in this section shall in any regard limit the operation of other sections of this  
7 Article.  
8

9 **Section 11.3.**

10 The District will give employees two (2) weeks notice of intention to discharge or layoff unless specified  
11 otherwise in the job posting.  
12  
13  
14

15 **ARTICLE XII**

16 **INSURANCE AND RETIREMENT**

17 **Section 12.1. School Employees Benefit Board (SEBB) Program Coverage and Benefits.**

- 18 1. The District will implement the State’s mandatory insurance program by the Washington Health  
19 Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the  
20 full portion of the employer contribution as adopted in the School Employees Health Care  
21 Coalition Agreement for all employees who meet the HCA’s eligibility requirements.  
22
- 23 2. For purposes of benefits provided under the SEBB, school year shall mean September 1 through  
24 August 31.  
25
- 26 3. Payroll deductions for eligible employee premiums to be paid to the Health Care Authority (HCA)  
27 shall be made in the month in which the benefit is received.  
28
- 29 4. The District will provide employees with those benefits offered through SEBB, at a minimum  
30 including:  
31
  - 32 a. Basic Life and Accidental Death and Dismemberment insurance (AD&D)
  - 33 b. Basic Long-Term Disability insurance
  - 34 c. Vision insurance
  - 35 d. Dental insurance including orthodontia
  - 36 e. Medical Plan insurance
- 37 5. Eligible employees may participate in the Medical Flexible Spending Arrangement (FSA) and  
38 Dependent Care Assistance Program (DCAP) offered by SEBB.  
39
- 40 6. Eligible employees may enroll in a Health Savings Account (HSA) when they select a qualifying  
41 High Deductible Health Plan (HDHP) for their medical insurance provided that they enroll within  
42 the required timeframes as provided in WAC 182-30-100.  
43  
44  
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47



1 7. Eligible employees may utilize payroll deduction for any supplemental insurance that they enroll  
2 in through SEBB, (e.g., Supplemental Long-Term Disability).

3  
4 Eligibility:

5  
6 1. In accordance with WAC 182-31-030, the District will:

- 7  
8 a. Upon employment inform employees in writing whether they are or are not eligible  
9 for SEBB benefits and how employees may appeal eligibility and enrollment  
10 decisions.  
11 b. Routinely monitor all employees' work hours to establish and maintain the employer  
12 contribution toward SEBB benefits coverage.  
13 c. Identify when a previously ineligible school employee becomes eligible for a  
14 previously eligible school employee loses eligibility.  
15

16 **Section 12.2.**

17 The District shall provide tort liability coverage for all employees subject to this Agreement.  
18

19 **Section 12.3.**

20 The District shall make required contributions for State Industrial Insurance on behalf of all employees  
21 subject to this Agreement.  
22

23 **Section 12.4.**

24 The District shall participate appropriately in the unemployment compensation fund requisite to  
25 providing unemployment benefits for all employees subject to this Agreement.  
26

27 **Section 12.5.**

28 In determining whether an employee subject to this Agreement is eligible for participation in the  
29 Washington State Public Employees' Retirement System, the District shall report all hours worked,  
30 whether straight time, overtime, or otherwise.  
31

32 **Section 12.6.**

33 All employees subject to this Agreement shall be entitled to participate in a District approved tax shelter  
34 annuity plan. On receipt of a written authorization by an employee, the District shall make the requisite  
35 withholding adjustments and deductions from the employee's salary.  
36

37 **Section 12.7.**

38 The District agrees to provide timely information about SEBB insurance plans to eligible employees  
39 during the school year (as required or recommended by SEBB) and at each open enrollment period.  
40

41 **Section 12.8.**

42 The District agrees to follow SEBB eligibility rules for employees who are anticipated to work the  
43 minimum number of hours to receive the insurance benefits.  
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## ARTICLE XIII

### VOCATIONAL TRAINING

**Section 13.1.**

Employees attending training courses required by State regulation or District policy as a condition of continued employment will be paid their regular hourly rate for their position for all time in attendance. Those employees that choose to not attend District provided training sessions when scheduled, shall be required to pay for their registration for trainings in other locations unless attendance and payment is pre-approved by the Superintendent.

**Section 13.2.**

Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary, if the course requires them to attend on their regular school employment time, but no salary payment will be made for any time an employee would not have regularly worked; however, expenses incurred for transportation and/or training course fees and tuitions will be paid, if previously approved, by the School District.

**Section 13.3.**

Transportation must be cleared with the School District management so as to pool rides as much as possible. Paid transportation expense allowed will be for the lesser of: (A) Normal and reasonable expenses from the District Administrative Office to the training location and return, or (B) District owned vehicles will normally be used when practicable.

**Section 13.4.**

The District recognizes that employees desire to improve and broaden their work skills and training. Therefore, a staff development fund for employees of three thousand dollars (\$3,000) has been established. Provided that employees maintain current usage of the fund, the District shall carryover the unused funds from year to year for a maximum of five thousand dollars (\$5,000). PSE members may apply to the Superintendent for use of the fund for tuition reimbursement, workshop fees and other training/enhancement purposes and other related expenses. Approval of requests will be at the discretion of the Superintendent.

**Section 13.5. Apprenticeship.**

Upon successful completion of apprenticeship standards and recognition by the Washington Public School Classified Employees Apprenticeship and Training Committee of journey status, the successful employee shall receive an additional hourly stipend added to their individual salaries, as reflected on Schedule A.

**Section 13.6. ESEA.**

Upon verification that ESEA (Title I) requirements have been met by a paraeducator and a copy of that verification has been date stamped, by the District office, the employee shall receive an additional hourly stipend added to their individual salaries, as reflected on Schedule A. The effective date of the stipend is the date stamped on the verification.

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**ARTICLE XIV**

**ASSOCIATION MEMBERSHIP AND CHECKOFF**

**Section 14.1.**

The District and the Association understand that at the center of our labor management relationship is the shared interest in providing the best services to the public. Therefore, it is the expectation of both the Association and the District that the District representatives shall remain neutral on the issue of Association membership and respect all employees decisions to join and maintain membership in their exclusive professional advocacy organization PSE/SEIU 1948 pursuant to RCW 41.56.140. All bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU 1948 upon employment with the District.

**Section 14.2. New Hire Notification.**

The District shall notify the Association and the agreed bargaining unit representative of all new hires within ten (10) days of hire date, or as soon as practical, including name, home mailing address, job title, work email, work location and hire date.

**Section 14.3. Dues and Checkoff.**

The Association shall provide the District with a full and complete list of bargaining unit employees who are current members of the Association and shall provide updates, additions, and/or other changes in membership status to the District upon request. The District agrees to accept dues authorizations via voice authorizations or by E-signature in accordance with “E-SIGN”. The Association will provide a list of those members who have agreed to union membership. In addition, upon request, access to the District .wav files associated with the voice authorization. The Association will be the custodian of the records related to E-Signatures authorizations. The Association agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of those records. The District shall deduct Association dues from the pay of any employee who authorizes such deductions pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of Public School Employees of Washington on a monthly basis.

**Section 14.4. Membership Rescission.**

Union members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to PSE/SEIU 1948, following the constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, the Association shall inform the District of the employee’s non-member status consistent with the notification Section 14.5.

**Section 14.5. COPE – Political Action Committee.**

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Association on a check separate from the Association dues transmittal check. The Association shall be responsible for drafting a mutually acceptable written authorization form and collecting and furnishing same to District for any interested employee. Section 14.3. of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified by the Association about the right to revoke the request. The District shall not be obligated to

1 make deductions of any kind under the Section 14 when the deduction would cause the employee's pay  
2 to drop below the current federal or state minimum hourly wage requirement. Once any funds are  
3 remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and  
4 responsibility of the Association.

5  
6 **Section 14.6.**

7 The Association agrees to defend, indemnify and hold the District harmless against any and all claims,  
8 suits, orders or judgments brought or issued against the District pursuant to the proper implementation of  
9 this article entitled Association Membership and Checkoff.

10  
11 **Section 14.6.1.**

12 Pursuant to HB 1575, PSE is the exclusive custodian of membership records. If there are any  
13 errors in the dues collection because of information provided or not provided by the Association,  
14 the Association is entirely liable.

15  
16 **Section 14.7.**

17 The District shall provide the Association reasonable access to new employees of the bargaining unit for  
18 presenting information about the Association to the new employee. "Reasonable access" for the  
19 purposes of this section means the access to the new employee occurs within one (1) month of the  
20 employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and  
21 the access occurs during the new employee's regular work hours at the employee's regular worksite, or  
22 at a location mutually agreed to by the District and the Association.

23  
24  
25 **ARTICLE XV**

26  
27 **GRIEVANCE PROCEDURE**

- 28  
29  
30 A. **Purpose:** The purpose of this procedure is to provide an orderly method of resolving grievances.  
31 A determined effort shall be made to settle such differences at the lowest possible level in the  
32 grievance procedure. Meetings or discussions involving grievances shall be scheduled at  
33 mutually agreeable times.
- 34  
35 B. **Definitions:**
- 36 1. **Grievant** -- A grievant is an employee, or in the case of the Association's contractual rights,  
37 the Association.
  - 38 2. **Grievance** -- A grievance is defined as a dispute involving the interpretation or application of  
39 the specific terms of this Agreement.
  - 40 3. **Days** -- In this procedure are normal District office workdays.
- 41  
42 C. **Timelines:** Grievances shall be processed in the following manner and within the stated time  
43 limits. Time limits provided in this procedure may be extended only by mutual written  
44 agreement.
- 45  
46  
47



1 D. Failure on the part of the Employer at any step of this procedure to communicate the decision on  
2 a grievance within the specific or mutually extended time limits shall permit the grievant to lodge  
3 an appeal at the next step of this procedure.  
4

5 Failure on the grievant (employee or Association) to present or proceed with a grievance within  
6 the specified or mutually extended time limits will render the grievance waived.  
7

8 E. Representation: The grievant may waive the Association's involvement in the procedures at any  
9 step. If the grievant elects not to have Association representation, the Association shall have the  
10 opportunity to be present at the adjustment of the grievance and to make its views known or shall  
11 receive the same written responses provided to the grievant.  
12

13 F. Process:  
14

15 **Step 1. Informal Level - Informal Submission of Grievance to Supervisor.**

16 Within twenty (20) days following the occurrence of the event giving rise to the grievance, or  
17 twenty (20) days after the event is known or reasonably should have been known, the employee  
18 shall attempt to resolve the grievance informally with the immediate supervisor. The immediate  
19 supervisor shall respond informally within ten (10) days of the employee's presentation.  
20

21 **Step 2. Formal Level - Written Submission of Grievance to Supervisor.**

22 If the grievance is not resolved informally, it shall be reduced to writing by the employee who  
23 shall submit it to the immediate supervisor within ten (10) days after receipt of the informal  
24 response. The written grievance shall contain the following:  
25

- 26 a. A statement of the alleged grievance including the facts upon  
27 which the grievance is based;
- 28 b. Reference to the specific terms of the Agreement which have  
29 been allegedly violated; and
- 30 c. Remedy sought.  
31

32 The immediate supervisor will inform the employee and the Association in writing of the  
33 disposition of the grievance within ten (10) days of the presentation of the grievance.  
34

35 **Step 3. Superintendent Level - Written Submission of Grievance to the Superintendent.**  
36

37 a. Individual Grievances.

38 If the grievance is not settled at Step 2 and the Association wishes to pursue the grievance  
39 to Step 3, the employee must file the grievance in writing within twenty (20) days after  
40 receipt of the immediate supervisor's written response in Step 2 above. The  
41 Superintendent or his/her designee will review the grievance with the parties involved  
42 and provide a written statement of the disposition to the employee with a written copy to  
43 the Association, within twenty (20) days of receipt of the grievance.  
44

45 b. Association Grievances.

46 A grievance which the Association may have against the Employer, limited as aforesaid  
47 to matters dealing with the interpretation or application of terms of this Agreement  
48 relating to Association rights, shall be commenced by filing in writing (in the format of

1 Step 2 above) with the Superintendent. Such filing shall be within twenty (20) days  
2 following the occurrence of the event giving rise to the grievance or twenty (20) days  
3 after the event is known or reasonably should have been known. The Superintendent or  
4 his/her designee and the Association will have ten (10) days from the receipt of the  
5 grievance to resolve it.  
6

7 **Step 4. Arbitration.**

8 If no settlement is reached in Step 3, the Association may request that the matter be submitted to  
9 an arbiter as hereinafter provided:  
10

- 11 A. Written notice of a request for arbitration shall be made to the Superintendent within twenty  
12 (20) days of receipt of the disposition letter at Step 3.  
13
- 14 B. Arbitration shall be limited to issue(s) involving the interpretation or application of specific  
15 terms of this Agreement.  
16
- 17 C. When a timely request has been made for arbitration, the parties shall attempt to select an  
18 impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an  
19 arbiter within ten (10) days after submission of the written request for arbitration, the  
20 provisions of paragraph (d) below shall apply to the selection of an arbiter.  
21
- 22 D. In the event an arbiter is not agreed upon as provided in paragraph (c), above, the parties shall  
23 jointly request the American Arbitration Association to submit a panel of nine (9) arbiters  
24 who reside and practice in Washington or Oregon. Such request shall state the issue of the  
25 case and ask that the nominees be qualified to handle the type of case involved. When  
26 notification of the names of the nine (9) arbiters is received, the parties shall each  
27 independently strike from the list those unacceptable arbiters and shall rank, in order of  
28 preference, the remaining arbiters.  
29

30 The parties shall then meet and compare their lists. From among the mutually acceptable  
31 arbiters, the one with the lowest combined preference number shall be the arbiter. In the  
32 event of a tie between two or more arbiters, a single arbiter shall be chosen by lot. In the  
33 event there are no mutually acceptable arbiters on the panel, the parties, in turn, shall have the  
34 right to strike a name from the panel until only one (1) name remains. The remaining person  
35 shall be the arbiter. The right to strike the first name from the panel shall be determined by  
36 lot.  
37

38 In the event either party is dissatisfied with the credentials of the arbiters whose names are on  
39 the first panel offered by the American Arbitration Association, such party can summarily  
40 reject that panel and insist on a second panel. Selection must be made from the second panel.  
41

- 42 E. Arbitration proceedings shall be in accordance with the following:  
43
- 44 1. The arbiter, once appointed, will inform the parties as to the procedures which will be  
45 followed.
  - 46 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and  
47 shall be empowered to request, through subpoena, if necessary, such data and  
48 testimony as the arbiter deems pertinent to the grievance and shall render a decision in

1 writing to both parties within thirty (30) days, unless mutually extended, of the  
2 closing of the record.

- 3 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s)  
4 presented for arbitration which decision shall be final and binding on both parties.
- 5 4. The arbiter shall rule only on the basis of information presented at the hearing and  
6 shall refuse to receive any information after the hearing except by mutual agreement.
- 7 5. Each party to the proceedings may call such witnesses as may be necessary in the  
8 order in which their testimony is to be heard. Such testimony shall be limited to the  
9 matters set forth in the written statement of grievance. The arguments of the parties  
10 may be supported by oral comment and rebuttal. Either or both parties may submit  
11 written briefs within a time period mutually agreed upon. Such arguments of the  
12 parties, whether oral or written, shall be confined to and directed at the matters set  
13 forth in the grievance.
- 14 6. Each party shall pay any compensation and expenses relating to its own witnesses or  
15 representatives.
- 16 7. The arbiter shall specify in the award that the Employer or the Association, whichever  
17 is ruled against by the arbiter, shall pay the compensation of the arbiter including  
18 necessary expenses.
- 19 8. The total cost of the stenographic record, if requested, will be paid by the party  
20 requesting it. If the other party also requests a copy, that party will pay one-half (1/2)  
21 of the stenographic cost.

22  
23 F. Binding Effect of Award: All decisions arrived at under the provisions of this Article by the  
24 representatives of the Employer and the Association at Steps 1, 2 and 3, or by the arbiter,  
25 shall be final and binding upon both parties; provided, however, that in arriving at such  
26 decision, neither of the parties or the arbiter shall have the authority to alter this Agreement in  
27 whole or in part.

28  
29 G. Limits of the Arbiter: The arbiter cannot order the Employer to take action contrary to law.

30  
31 H. No Duty to Maintain Status Quo: The Employer has no duty to maintain the status quo or to  
32 restore the status quo pending arbitration. But if return to the status quo is ordered by the  
33 arbiter, the return shall be affected as per the arbiter's award.

34  
35 I. Freedom from Reprisal: There will be no reprisals against the grievant or others as a result of  
36 his/her participation in this process.

## 37 38 39 40 41 42 43 44 45 46 47 48 ARTICLE XVI

### TRANSFER OF PREVIOUS EXPERIENCE

#### Section 16.1.

When any employee leaves a school district within the State and commences employment with this District, the employee shall retain the same leave benefits and other benefits that the employee had in the previous position. Seniority rights shall not be transferred in any manner. Longevity is fully transferable and is considered an "other benefit."

1 **Section 16.1.1.**

2 If this District has a different system for computing leave benefits and other benefits, then the  
3 employee shall be granted the same leave benefits and other benefits as an employee in the  
4 District who has similar occupational status and total years of service.  
5  
6  
7

8 **ARTICLE XVII**

9  
10 **SALARIES AND EMPLOYEE COMPENSATION**

11  
12 **Section 17.1.**

13 Employees shall be compensated in accordance with the provisions of this Agreement for all hours  
14 worked.  
15

16 **Section 17.1.1.**

17 The District shall provide, as early in the school year as practical, an annual statement to each  
18 employee including days of work, hours of work each day, vacation hours (full-time employees  
19 only), holiday hours, sick leave hours and the employee's hourly rate.  
20

21 **Section 17.2.**

22 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in  
23 Schedule A attached hereto and by this reference incorporated herein.  
24

25 **Section 17.2.1.**

26 Should the legislature hereafter authorize and fund a future salary, increment, State funded  
27 C.O.L.A. for classified school employees or insurance increase, the District will pass through  
28 such increase(s) to the BEA classified employees and apply the same adjustment to categorical  
29 classified employees. Prior to effectuating such increase, the District will consult with the  
30 Association concerning the amount and mechanics for implementing the increase. If the parties  
31 are unable to agree on the amount and mechanics for implementation, the subject of the increase  
32 will be treated as a negotiable matter rather than a contractual matter and the District's pass-  
33 through commitment will be deemed null and void except as may be agreed in subsequent  
34 negotiations.  
35

36 **Section 17.2.1.2.**

37 If the above scheduled salary increases result in a violation of RCW 28A.58.095 (the  
38 salary limitation law), the parties agree to adjust the salaries to the extent necessary to  
39 conform with law.  
40

41 **Section 17.2.2.**

42 Retroactive pay, where applicable, shall be paid on the first regular pay day following execution  
43 of this Agreement if possible, and in any case not later than the second regular pay day.  
44

45 **Section 17.2.3.**

46 Incremental steps, where applicable, shall take effect on September 1 of each year during the  
47 term of this Agreement; provided, the employee has been actively employed continuously for at  
48 least one-half (1/2) of the previous employment year.



1           **Section 17.2.4.**

2           Qualifications for incremental step increase shall be as follows:

- 3
- 4                   Step 1 First two years of employment.
- 5                   Step 2 Third and fourth years of employment.
- 6                   Step 3 Fifth and sixth years of employment.
- 7                   Step 4 Seventh year of employment and thereon.
- 8                   Step 5 Sixteenth year of employment and thereon.
- 9                   Step 6 Twenty-first year of employment and thereon.

10

11           **Section 17.2.5.**

12           Incremental step placement shall relate exclusively to years of employment (longevity).

13

14           **Section 17.2.6.**

15           Both parties agree that in the 2012-2013 contract year, that a longevity step of thirty (\$0.30)

16           cents per hour shall be added to the Schedule A and will begin with the employee's twenty-first

17           (21<sup>st</sup>) year of employment.

18

19           **Section 17.3.**

20           For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (1/4)

21           hour.

22

23           **Section 17.4.**

24           Any employee required to travel from one site to another in a private vehicle during working hours shall

25           be reimbursed for such travel on a per-mile basis at the prevailing State mileage rate.

26

27           **Section 17.5.**

28           Employees required to remain overnight on District business shall be reimbursed for room and board

29           expenditures.

30

31           **Section 17.6.**

32           The District shall reimburse any employee required by the District or State statute to have a physical

33           examination up to a maximum of one hundred and fifty dollars (\$150) per examination.

34

35           **Section 17.7.**

36           In those years which the Gregorian calendar contains more than two hundred sixty (260) work days,

37           these "extra" days will not result in an additional work day(s) for full-time employees. These "extra"

38           days will result in a day(s) off as jointly determined by the employee and his/her supervisor.

39

40           **Section 17.8.**

41           Employees that have the majority of their regularly scheduled shift after 3:00 p.m. shall receive a shift

42           differential stipend per schedule A. Such differential shall be in addition to the employee's regular

43           salary, as reflected on Schedule A.

44

45           **Section 17.9.**

46           Each employee with fifteen (15) years or more of service shall receive an additional stipend added to

47           their individual salaries, as reflected on Schedule A.

1 **Section 17.10.**

2 Right Response Training. The District agrees to pay those paras designated by the Special Education  
3 Director a stipend, five hundred dollars (\$500) in January for actual hours worked and five hundred  
4 dollars (\$500) paid in June for actual hours worked. Paraeducators are required to have completed the  
5 Right Response full course.

6  
7 **Section 17.11.**

8 New drivers that complete one (1) year of employment with the Concrete School District shall receive  
9 four hundred fifty dollars (\$450) as reimbursement for initial driver training.

10  
11  
12  
13 **ARTICLE XVIII**

14  
15 **TERM AND SEPARABILITY OF PROVISIONS**

16  
17 **Section 18.1.**

18 The term of this Agreement shall be September 1, 2022 to August 31, 2025. The salary increase for the  
19 2023-2024 school year be two percent (2%) and for the 2024-2025 school year shall be three and one-  
20 half percent (3.5%). In addition, the parties agree to a Training Agreement that will reimburse new bus  
21 drivers for initial training. (See the Training Agreement which is attached).

22  
23 **Section 18.2.**

24 All provisions of this Agreement shall be applicable to the entire term of this Agreement  
25 notwithstanding its execution date, except as provided in the following section.

26  
27 **Section 18.3.**

28 This Agreement may be reopened and modified during its term upon mutual consent of the parties in  
29 writing. This Agreement shall be reopened as necessary to consider the impact of any legislation  
30 enacted following execution of this Agreement which affects the terms and conditions herein or creates  
31 authority to alter personnel practices in public employment.

32  
33 **Section 18.4.**

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

36  
37 **Section 18.5.**

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

40  
41 **Section 18.6.**

42 In the event either of the two (2) previous sections is determined to apply to any provision of this  
43 Agreement, such provision shall be renegotiated pursuant to Section 18.3.

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# SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

CONCRETE CHAPTER #804

CONCRETE SCHOOL DISTRICT #11

BY:   
Matthew McClellan, Chapter President

BY:   
Wayne Barrett, Superintendent

DATE: 10-6-22

DATE: 10-6-22



SCHEDULE A  
 CONCRETE SCHOOL DISTRICT #11  
 September 1, 2022 – August 31, 2023

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|                              | 1+2 yr  | 3+4 yr  | 5+6 yr  | 7 yr    | 16+yr   | 21+yr   | 26+yr   |
|------------------------------|---------|---------|---------|---------|---------|---------|---------|
| <b>CUSTODIAL-MAINTENANCE</b> |         |         |         |         |         |         |         |
| Maintenance                  | \$29.91 | \$30.82 | \$31.34 | 32,28   | \$33.08 | \$33.45 | \$33.97 |
| Custodian                    | \$25.03 | 25,84   | \$26.35 | \$27.20 | \$27.97 | \$28.33 | \$28.80 |
| Grounds                      | \$28.14 | \$28.94 | \$20.40 | \$30.96 | \$31.36 | \$31.78 | \$32.12 |
| <b>FOOD SERVICE</b>          |         |         |         |         |         |         |         |
| Head Cook                    | \$22.72 | \$23.39 | \$23.85 | \$24.57 | \$25.27 | \$25.61 | \$26.04 |
| Cook                         | \$21.09 | \$21.68 | \$22.38 | \$22.86 | \$23.46 | \$23.82 | \$24.23 |
| Cashier                      | \$18.29 | \$19.25 | \$19.88 | \$20.26 | \$21.37 | \$21.35 | \$22.27 |
| Kitchen Helper               | \$18.29 | \$19.25 | \$19.88 | \$20.26 | \$21.37 | \$21.85 | \$22.27 |
| <b>NURSING SERVICES</b>      |         |         |         |         |         |         |         |
| RN                           | \$36.97 | \$37.56 | \$38.18 | \$39.94 | \$41.06 | \$41.72 | \$42.02 |
| LPN                          | \$29.98 | \$30.64 | \$31.17 | \$31.59 | \$32.37 | \$32.82 | \$33.28 |
| Health Assistant             | \$22.45 | \$23.12 | \$23.70 | \$24.61 | \$25.40 | \$25.80 | \$26.21 |
| <b>PARAEDUCATORS</b>         |         |         |         |         |         |         |         |
| Level 2<br>(Instructional)   | \$22.45 | \$23.12 | \$23.70 | \$24.61 | \$25.40 | \$25.80 | \$26.21 |
| <b>SECRETARIAL</b>           |         |         |         |         |         |         |         |
| School Secretary             | \$26.09 | \$26.61 | \$27.22 | \$27.75 | \$28.37 | \$28.79 | \$29.21 |
| <b>SUPPORT SERVICES</b>      |         |         |         |         |         |         |         |
| Technology Lead              | \$34.72 | \$35.08 | 35,08   | \$35.92 | \$36.69 | \$37.13 | \$37.73 |
| Technology Assistant         | \$23.64 | \$23.92 | \$24.13 | \$24.44 | \$24.88 | \$25.22 | \$25.61 |
| <b>TRANSPORTATION</b>        |         |         |         |         |         |         |         |
| Mechanic                     | \$29.30 | \$30.15 | \$31.04 | \$31.93 | \$32.46 | \$32.86 | \$33.21 |
| Bus Driver                   | \$26.71 | \$27.32 | \$27.82 | \$28.75 | \$29.66 | \$30.02 | \$30.46 |
| Non-CDL Driver               | \$21.82 | \$22.64 | \$23.05 | \$24.51 | \$25.39 | \$25.96 | 26,46   |
| Bus Monitor                  | \$20.90 | \$21.53 | \$22.07 | \$22.92 | \$23.65 | \$24.03 | \$24.41 |
| Crosswalk Monitor            | \$20.40 | \$21.01 | \$21.82 | \$22.79 | \$23.49 | 24,03   | \$24.50 |





# SCHEDULE A

## CONCRETE SCHOOL DISTRICT #11

September 1, 2023-August 31, 2024

|                              | 1+2 yr  | 3+4 yr  | 5+6 yr  | 7yr     | 16+ yr  | 21+yr   | 26+yr   |
|------------------------------|---------|---------|---------|---------|---------|---------|---------|
| <b>Custodial-Maintenance</b> |         |         |         |         |         |         |         |
| Maintenance                  | \$31.01 | \$31.96 | \$32.50 | \$33.47 | \$34.31 | \$34.69 | \$35.23 |
| Custodian                    | \$25.95 | \$26.80 | \$27.33 | \$28.21 | \$29.00 | \$29.38 | \$29.86 |
| Grounds                      | \$29.19 | \$30.01 | \$30.48 | \$32.11 | \$32.53 | \$32.96 | \$33.31 |
| <b>Food Service</b>          |         |         |         |         |         |         |         |
| Head Cook                    | \$23.56 | \$24.25 | \$24.74 | \$25.48 | \$26.20 | \$26.56 | \$27.01 |
| Cook                         | \$21.87 | \$22.48 | \$23.21 | \$23.71 | \$24.33 | \$24.70 | \$25.12 |
| Cashier                      | \$18.96 | \$19.86 | \$20.62 | \$21.53 | \$22.16 | \$22.65 | \$23.10 |
| Kitchen Helper               | \$18.96 | \$19.86 | \$20.62 | \$21.53 | \$22.16 | \$22.65 | \$23.10 |
| <b>Nursing Services</b>      |         |         |         |         |         |         |         |
| RN                           | \$38.33 | \$38.95 | \$39.59 | \$41.41 | \$42.58 | \$43.27 | \$43.58 |
| LPN                          | \$31.09 | \$31.78 | \$32.32 | \$32.76 | \$33.56 | \$34.03 | \$34.51 |
| Health Assistant             | \$23.28 | \$23.97 | \$24.58 | \$25.52 | \$26.34 | \$26.75 | \$27.18 |
| <b>Paraeducators</b>         |         |         |         |         |         |         |         |
| Level 2 (Instructional)      | \$23.28 | \$23.97 | \$24.58 | \$25.52 | \$26.34 | \$26.75 | \$27.18 |
| <b>Secretarial</b>           |         |         |         |         |         |         |         |
| School Secretary             | \$27.05 | \$27.59 | \$28.22 | \$28.78 | \$29.42 | \$29.86 | \$30.29 |
| <b>Support Services</b>      |         |         |         |         |         |         |         |
| Technology Lead              | \$36.00 | \$36.38 | \$36.70 | \$37.25 | \$38.04 | \$38.50 | \$39.13 |
| Technology Assistant         | \$24.51 | \$24.80 | \$25.03 | \$25.35 | \$25.80 | \$26.15 | \$26.56 |
| <b>Transportation</b>        |         |         |         |         |         |         |         |
| Mechanic                     | \$30.38 | \$31.26 | \$32.19 | \$33.11 | \$33.67 | \$34.07 | \$34.43 |
| Bus Driver                   | \$27.70 | \$28.33 | \$28.85 | \$29.81 | \$30.76 | \$31.13 | \$31.59 |
| Non-CDL Driver               | \$22.63 | \$23.47 | \$23.90 | \$25.41 | \$26.33 | \$26.92 | \$27.44 |
| Bus Monitor                  | \$21.68 | \$22.32 | \$22.89 | \$23.77 | \$24.53 | \$24.91 | \$25.31 |
| Crosswalk Monitor            | \$21.15 | \$21.79 | \$22.63 | \$23.63 | \$24.36 | \$24.92 | \$25.40 |