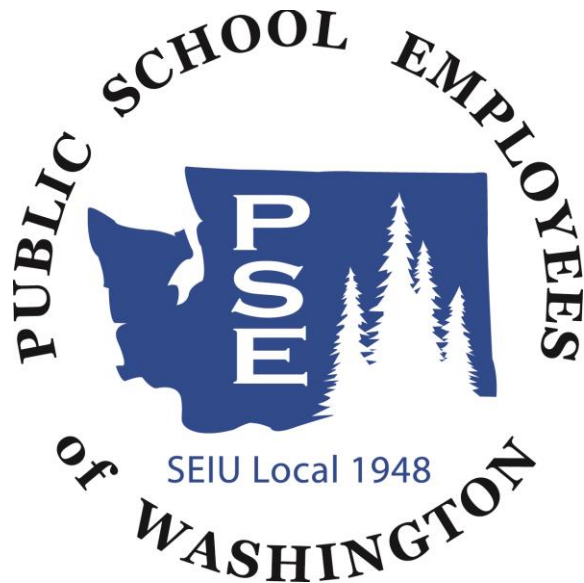


COLLECTIVE BARGAINING AGREEMENT BETWEEN
CRESCENT SCHOOL DISTRICT
AND
PUBLIC SCHOOL EMPLOYEES OF
CRESCENT SCHOOL DISTRICT

SEPTEMBER 1, 2024 - AUGUST 31, 2027



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

2
3 It is the intent and purpose of the parties hereto to promote and improve the efficient administration of
4 the District and the well-being of employees within the spirit of the Public Employees Collective
5 Bargaining Act, to establish a basic understanding relative to personnel policies, practices and
6 procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.
7
8
9

10 **P R E A M B L E**

11
12 This Agreement is made and entered into between Crescent School District Number 313 (hereinafter
13 "District") and Public School Employees of Crescent School District, an affiliate of Public School
14 Employees of Washington (hereinafter "Union").
15

16 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
17 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the
18 parties agree as follows:
19
20
21

22 **A R T I C L E I**

23 **RECOGNITION AND COVERAGE OF AGREEMENT**

24 **Section 1.1.**

25
26 The District hereby recognizes the Union as the exclusive representative of all employees in the
27 bargaining unit described in Section 1.4, and the Union recognizes the responsibility of representing
28 the interests of all such employees.
29
30

31 **Section 1.2.**

32 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
33 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the
34 Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (12).
35

36 **Section 1.3. Job Descriptions.**

37 Descriptions for all positions subject to this Agreement shall be determined by the District and
38 incorporated in its policy manual. Subsequent changes of such descriptions shall be forwarded to the
39 Union within thirty (30) working days for input prior to final adoption. The District shall provide
40 copies of job descriptions. The District and the Union shall meet prior to the end of each contract to
41 discuss, update, and review job descriptions within the unit before the end of that school year.
42

43 **Section 1.4. Recognition Clause.**

44 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in
45 the following general job classifications: Food Service, Transportation, Secretarial-Clerical,
46 Paraeducators, Technology, and Custodial-Maintenance, except as limited by Section 1.2 above.
47



1 **Section 1.4.1. Subcontractor Work.**

2 If the District decides to replace any job description with a subcontractor, the District agrees to
3 negotiate both the decision and impacts of such decision with the Union pursuant to duties
4 imposed by Chapter 41.56 RCW.

5
6 **Section 1.5. Substitute and Temporary in the Bargaining Unit.**

7 Substitute and temporary employees who have worked thirty (30) days during the previous twelve (12)
8 months and continue to be available for work shall be included in the bargaining unit. The only
9 sections of the Agreement applicable to bargaining unit substitutes shall be Section 7.3 and Schedule
10 A.

11
12 **Section 1.6. Substitute and Temporary Positions.**

13 Except for leave replacement positions, substitute and temporary positions lasting longer than sixty
14 (60) consecutive working days shall be posted and considered regular bargaining unit positions. The
15 District and the Union may agree to extensions of the timelines on a case-by-case basis.

16
17
18 **ARTICLE II**

19
20 **RIGHTS OF THE EMPLOYER**

21
22
23 **Section 2.1.**

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

33
34 **Section 2.2.**

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

39
40
41 **ARTICLE III**

42
43 **RIGHTS OF EMPLOYEES**

44
45
46 **Section 3.1.**

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



1 freedom of such employees to assist the Union shall be recognized as extending to participation in the
2 management of the Union, including presentation of the views of the Union.

3
4 **Section 3.2. Personal Concerns.**

5 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
6 Union representatives and/or appropriate officials of the District, provided that the employee first must
7 follow the prescribed grievance procedure.

8
9 **Section 3.3. Union Representation.**

10 Employees of the unit subject to this Agreement have the right to have Union representatives present at
11 discussions between themselves and supervisors or other representatives of the District. These
12 circumstances include but are not limited to conferences where employees are questioned about
13 alleged misconduct, investigatory meetings, resolutions of misconduct, or any other conference that the
14 employee reasonably believes could result in disciplinary action.

15
16 **Section 3.4. Grievance Procedure.**

17 Each employee reserves and retains the right to delegate any right or duty under the grievance
18 procedure, exclusive of compensation for services rendered, to appropriate officials of the Union.

19
20 **Section 3.5. Non-Discrimination.**

21 Neither the District, nor the Union, shall unlawfully discriminate against any employee subject to this
22 Agreement on the basis of race, creed, color, national origin, sex, sexual orientation, gender identity,
23 age (40+), marital status, honorably discharged veteran or military status, or a disability or use of a
24 trained dog guide or service animal by a person with a disability.

25
26 **Section 3.6. Personnel Files.**

27 One (1) official personnel file shall be kept at the District Office for each employee. This shall not
28 prevent supervisors from keeping a working file, provided that such file shall not contain documents
29 more than two (2) years old. Employees shall have the right to inspect their personnel files with a
30 representative of the District present, who shall initial and date any and all documents in the personnel
31 file at the request of the employee. The District shall provide, upon request, copies of any and all
32 documents in the personnel file to the employee. Employees shall have the right to attach statements
33 to any document in their personnel file.

34
35 **Section 3.6.1. Permanent Record.**

36 Employees shall be notified when any written record of a parental complaint is entered in their
37 working file or official personnel file.

38
39 **Section 3.7. Performance Evaluations.**

40 Employees shall be given annual written performance evaluations. The evaluation shall be presented
41 and discussed with the employee by the evaluating supervisor no later than five (5) days before the last
42 day of school or June 1, whichever is later. The employee shall have the right to attach a statement to
43 the evaluation, which shall be attached to the permanent (file) copy and become a part thereof.
44 Employees may be required to sign the evaluation to signify receipt only, and such will be indicated on
45 the evaluation form. Employees shall have the right to discuss and review the evaluation with the
46 Superintendent or designee. An individual (in or out of District) who possesses a valid Class I
47 commercial driver's license may assist the District in evaluating bus drivers. The evaluator will not be
48 a bargaining unit member or an exempt secretarial employee.

1 **Section 3.7.1.**

2 All performance evaluations reflecting a “needs improvement” or “unsatisfactory” or
3 equivalent terminology rating in one or more categories shall state specific reasons for the
4 rating and suggestions for improvement by the District.

5
6 **Section 3.8. Posting the Agreement.**

7 The District will post the current collective bargaining agreement and current Schedule A (wage
8 schedule) on the District website.

9
10 **Section 3.9. Requests for Disclosure.**

11 Public records requests for documents or other information containing sensitive personal information
12 about specific employees shall require written notice to the applicable employee(s) five (5) working
13 days prior to the disclosure of said documents or other information. All performance related
14 documents contained in employee personnel files shall be considered sensitive personal information.

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18 **A R T I C L E I V**
19
20 **R I G H T S O F T H E U N I O N**
21

22 **Section 4.1. Union Representation.**

23 The Union has the right and responsibility to represent the interests of all employees in the unit; to
24 present its views to the District on matters of concern, either orally or in writing, and to enter collective
25 negotiations with the object of reaching an agreement applicable to all employees within the
26 bargaining unit.

27
28 **Section 4.2. Union Observer for Meetings.**

29 The Union is entitled to have an observer at hearings conducted by any District official or body arising
30 out of grievance and to make known the Union's views concerning the case.

31
32 **Section 4.3. New Employee Orientation.**

33 The District will provide the Union at least ten (10) days’ notice before any scheduled New Employee
34 Orientation, and within 48 hours in advance of the orientation will provide an electronic list of
35 expected participants.

36
37 The District will provide the Union no less than thirty (30) minutes to make a presentation at each New
38 Employee Orientation. The Union portion of the orientation is voluntary and will be on paid time for
39 new employees. District representatives shall not be present during the Union’s presentation. The
40 Union shall have the right to distribute materials, such as Union new hire packets, at the Orientation.

41
42 **Section 4.4. Right to Delegate.**

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



1 **Section 4.5. Union Release Time.**

2 The President of the Union and designated representatives will be provided time off without loss of
3 pay to a maximum of ten (10) days per year to attend regional or State meetings when the purpose of
4 those meetings is in the best interests of the District as determined by the District administration.

5
6 **Section 4.6. Bargaining Unit Lists.**

7 On or before the first business day of October, February, and June of each year during the term of this
8 Agreement, the District shall provide the Union State Office (membership@pseofwa.org) and the
9 Union President with the most up to date information regarding each employee in the bargaining unit.
10 Such information shall include: employee’s full name, date of hire, cell phone number, home phone
11 number, work number, personal email address, work email address, mailing address, employee job
12 title, rate of pay, work site location, and hours worked, if maintained by the District.

13
14 **Section 4.7. New Hire Lists.**

15 The District will provide the Union State Office (membership@pseofwa.org) and the Union President
16 the following information that it maintains for its employees: the name, mailing address, personal
17 phone number, personal email address, job title, classification, and worksite of new hires to the District
18 within twenty-one (21) working days of the employee’s start-date in any of the job titles set forth on
19 Schedule A of this Agreement, and any substitutes and/or temporary employees who qualify for Union
20 membership in any job title set forth on Schedule A of this Agreement.

21
22 **Section 4.8. PSE State Representative.**

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

26
27 **Section 4.9. Bulletin Boards.**

28 The District shall provide a bulletin Board space for the use of the Union. The bulletins posted by the
29 Union are the responsibility of the officials of the Union. Each bulletin shall be signed by the Union
30 official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no
31 other distribution or posting by employees or the Union of pamphlets, advertising, political matters,
32 notices of any kind, or literature on District property, other than herein provided.

33
34 **Section 4.9.1. Removal of Bulletin Board Notices.**

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

37
38 **Section 4.10. Negotiations/Release Time.**

39 Employees designated by the Union [three (3)] shall be allowed paid release time to participate in
40 collective bargaining with the District when bargaining sessions are mutually scheduled during
41 working hours.



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ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1. Matters for Negotiations.

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Union are policies, programs, and procedures substantially and materially affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement.

Section 5.2. Impact Bargaining.

It is further agreed and understood that the District will consult with the Union, and meet with the Union upon its request, in the formulation of any substantial changes being considered in existing benefits, policies, practices and procedures that affect wages, hours, terms and conditions of employment.

Section 5.3.

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

Section 5.4. Workload Changes.

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

Section 5.5. School Calendar.

The District shall notify the Union President (no later than ten (10) working days before a final calendar is approved by the School Board) of any proposed changes to the upcoming school calendar. The District agrees to discuss any such proposed changes with the Union upon request.

ARTICLE VI

UNION REPRESENTATION

Section 6.1. Union Representation.

The Union representatives shall represent the Union and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees on District time and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. This does not, however, preclude the Union's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

1 **Section 6.2. Conference Committee.**

2 The Union will designate a Conference Committee of three (3) members who will meet with the
3 Superintendent of the District and the Superintendent's representatives on a mutually agreeable regular
4 basis to discuss appropriate matters.
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6
7

8 **ARTICLE VII**

9
10 **HOURS OF WORK AND OVERTIME**

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12 **Section 7.1. Work Week.**

13 Each employee shall be assigned to a definite and regular shift and workweek, which shall include any
14 required cleanup, warm up, preparation, or wrap up duties and which shall not be changed without
15 prior notice to the employee of three (3) working days, provided that the employee may waive such
16 notice. During emergencies, when a job cannot be completed during regular shift, shifts may be
17 temporarily altered.
18

19 **Section 7.2. Student Activity and Special Transportation Assignments.**

20 Student activity and other special transportation assignments will be awarded to drivers in the
21 bargaining unit on the basis of revolving seniority, provided that the driver next in line for the trip need
22 not take it unless all other drivers have declined the assignment. The District will notify the drivers by
23 posting such trips at least two (2) working days in advance. The driver next in line for the trip must
24 notify the District within twenty-four (24) hours whether the driver will or will not take the trip. If the
25 District then finds no other driver will take the trip, the first driver must take the trip; provided that no
26 substitutes are available and that the driver is not scheduled to be on leave, pursuant to Article IX, on
27 the date of the trip. The District reserves the right to bypass an employee if such trip would put the
28 employee into overtime.
29

30 **Section 7.3. Rest Periods and Breaks.**

31 Employees shall receive one (1) paid 10-minute rest period for every four (4) hours worked.
32 Employees shall be allowed one unpaid duty free uninterrupted thirty (30) minute lunch break if they
33 work more than five (5) hours.
34

35 **Section 7.4. Call Back.**

36 Employees who are called back to work after the completion of their scheduled workday or who are
37 called to work on a scheduled day off shall receive a minimum of two (2) hours pay for each call.
38

39 **Section 7.5. Overtime or Compensatory Time Off.**

40 Employees who work more than forty (40) hours in one (1) week shall be compensated for all such
41 additional hours at one and one-half (1½) times their regular employee hourly rate established for the
42 type of work they are performing during such overtime hours. No employee may work overtime
43 without the prior approval of their supervisor.
44

45 An employee may, at the employee's option, request in writing to the District business manager
46 compensatory time off in lieu of overtime compensation, but the employee must maintain a detailed
47 log of hours worked that demonstrates the employee's entitlement to compensatory time.

48 Compensatory time must be used within the pay period in which the compensatory time is earned,



1 otherwise the compensatory time shall be converted to wages. Compensatory time in lieu of overtime
2 shall be accrued at the rate of one and one-half (1 ½) hours for each overtime hour worked.

3
4 **Section 7.6. Unscheduled School Closures.**

5 In the event of an unscheduled school closure due to snow or other emergency, the District shall make
6 reasonable efforts to contact employees before they depart for work. The District will provide an initial
7 notification regarding the status of school opening by 6:15 am through the District website and
8 employee notification system.

9
10 **Section 7.7. Pre-Trip and Post-Trip Inspections.**

11 Bus driver assignments shall include fifteen (15) minutes per route for inspections before each route,
12 warm-up, and basic cleaning of the bus. Van driver assignments shall include ten (10) minutes per
13 route for inspections before each route, warm-up and basic cleaning of the van.

14
15 **Section 7.8. Use of Vans.**

16 Activities involving fourteen (14) or fewer people shall not require the use of a school bus. Activities
17 involving fifteen (15) or more people shall utilize a District school bus and driver in accordance with
18 Section 7.2 of the Agreement.

19
20 **Section 7.9. Standby Time.**

21 The “Standby Time” rate of pay is the state minimum wage and applies to those hours that are not
22 included within the definition of “hours worked” under the Fair Labor Standards Act and such hours
23 are not included toward overtime eligibility under Section 7.5 of the Agreement.

24
25 Standby time is excluded from the legal definition of “hours worked” when: (1) the employee is
26 completely relieved of duty and allowed to leave the job; or (2) the employee is relieved until a definite
27 specified time and the relief period is long enough for the employee to use the time as he or she sees
28 fit. In such cases, standby time is not counted toward the forty (40) hour per week accumulation for
29 the calculation of overtime. It shall be the responsibility for the bus driver to submit to administration
30 any time worked during scheduled standby time while on an extra trip.

31
32 **Section 7.10. Mileage for Drug Testing.**

33 Employees who are required to be drug tested shall do so on paid time and be reimbursed at the IRS
34 rate per mile travelled if an employee uses their personal vehicle to travel to the site where the drug
35 test is administered.

36
37 **Section 7.11. Work Shop.**

38 Every employee work calendar will include at least one (1) workshop per year. The workshops in odd
39 numbered years are intended to increase skill and awareness on hidden bias, cultural competency, and
40 leadership skills. The Bargaining Unit will be an integral part in promoting a workplace where each
41 employee is a part of a just work environment and where the value of diversity and inclusion are
42 understood and advanced. The Labor Management Committee will further review all policies and
43 procedures that pertain to discrimination, harassment, equity, and inclusion, provide input on existing
44 education modules and recommendations for further workshops related but not limited to, equity,
45 diversity and inclusion. The workshops will be on paid time for all employees.

1 **Section 7.12. Fundamental Course of Study/General Paraeducator Certificate.**

2 The State of Washington and the Paraeducator Standards Board (PESB) determined that all
3 Paraeducators must begin a formal certification. This applies to classified public school or school
4 District employees who work under the supervision of a certificated or licensed staff member, from
5 grades Kindergarten to Grade 12, to support and assist in providing instructional and other services to
6 students and their families. All Paraeducators in the bargaining unit are subject to this certification
7 process. The District and the Union support this program as it continues to change as directed by the
8 state.

9
10 **District Responsibilities:**

11
12 If funding from the State of Washington is available to the District for the purpose of training
13 paraeducators, or the following is otherwise required by Washington law, the District will provide the
14 following:

- 15
16 1. Provide training that meets the requirements of PESB in the Fundamental Course of Study
17 (FCS)/General Paraeducator Certificate (GPC) as required by the State.
 - 18 a. Provide two days (14 hours) of training on the Fundamental Course of Study or general
19 certificate to newly hired paraeducators.
 - 20 b. Provide four days (28 hours) of training on the Fundamental Course of Study or two days
21 (14 hours) on the general certificate to their paraeducators during the school year.
- 22 2. The District may choose when to provide this training but shall attempt to provide this training
23 within the employee’s workday, including on early release days.
- 24 3. Provide a process for registration and maintenance of clock hour records, and to provide
25 instructions/documentation to Paraeducators on all processes and requirements.
- 26 4. Paraeducators will receive pay for any time in training that is outside of the normal workday.
- 27 5. Develop a training calendar with an opportunity for a make-up session.
- 28 6. Clearly communicate to Paraeducators when training will be offered.
- 29 7. The District will make every effort to provide multiple opportunities for training but acknowledge
30 extenuating circumstances might limit a Paraeducator’s ability to attend training. The District and
31 PSE will address these issues on a case-by-case basis.
- 32 8. The District will provide two (2) additional contracted days (7 hours per day) for training.
33 Employees must register for, and time sheet these additional hours to receive compensation. The
34 District may contract for course offerings.

35
36 If State requirements for District obligations towards this training should be amended, the District shall
37 follow those amended requirements.

38
39 **Paraeducator Responsibilities:**

- 40 1. Paraeducators must complete a Paraeducator Certificate within three (3) years of employment for
41 newly hired employees.
- 42 2. Paraeducators will be responsible for maintaining their records for clock hours and certificates.
- 43 3. Register for and participate in courses provided by the District or its designee.
- 44 4. Maintain course completion certificates.
- 45 5. Complete fourteen (14) hours of District provided training each year towards the Paraeducator
46 Certificates
- 47 6. Paraeducators should not independently seek out training to meet training requirements, but
48 paraeducators may, with prior approval, seek out additional course offerings.



- 1 7. Paraeducators who do not complete the training required by the state may be subject to
2 termination or layoff without regard to seniority. The District and PSE will address these issues on
3 a case-by-case basis.
4 8. If paraeducators are unaware of training, they should contact the human resource office.
5

6 **Section 7.13. Classified as Certificated.**

7 Employees who assume responsibility for a classroom in the absence of a certified classroom teacher
8 on any given day will receive an additional payment of seven dollars (\$7.00) per hour to fill the
9 substitute teacher positions. The district would only utilize this strategy after attempts to find
10 substitutes go unfilled.
11
12
13

14 **ARTICLE VIII**

15 **HOLIDAYS AND VACATIONS**

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18 **Section 8.1. Holidays.**

19 All employees shall receive the following paid holidays that fall within their work year:
20

- | | |
|-----------------------------------|-------------------------------|
| 21 1. New Year's Day | 22 7. Labor Day |
| 23 2. Martin Luther King Birthday | 24 8. Veterans' Day |
| 25 3. Presidents' Day | 26 9. Thanksgiving Day |
| 27 4. Memorial Day | 28 10. Day after Thanksgiving |
| 29 5. Juneteenth | 30 11. Day before Christmas |
| 31 6. Independence Day | 32 12. Christmas Day |

33 **Section 8.1.1. Unworked Holidays.**

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

43 **Section 8.1.2. Worked Holidays.**

44 Employees who are required to work on the above described holidays shall receive twice their
45 base rate for all hours worked on such holidays.
46

47 **Section 8.1.3. Holidays During Vacation.**

48 Should a holiday occur while an employee is on vacation, the employee shall be allowed to use
holiday leave for the holiday in lieu of vacation.

1 **Section 8.2. Vacations.**

2
3 **Twelve (12) month employees are entitled to annual vacation.**

- 4 • An employee qualifies as a twelve (12) month employee if the employee is scheduled to work
5 two hundred sixty (260) days per year. Employees shall be considered full-time if they are
6 scheduled to work eight (8) hours a day, two hundred and sixty (260) days per year.
- 7 • Employees hired prior to June 1, 2018, shall be considered twelve (12) month employees if
8 they are scheduled to work throughout the school year and are compensated for at least sixty
9 (60) hours during the month of July and sixty (60) hours during the month of August. If the
10 employees hired prior to June 1, 2018 work less than full-time, they will receive a pro-rated
11 amount of vacation, where the pro-ration is calculated by dividing the number of hours the
12 employee is schedule to work in the employee’s base assignment by 2080 hours (260 days x 8).

13
14 **Accrual of Vacation Days:**

- 15 • Full-time employees will receive ten (10) vacation days per year.
- 16 • After two (2) years of service, one (1) day vacation per year shall be added to the ten (10), up to
17 a total of twenty (20) vacation days.
- 18 • Service years shall be full years of service accrued to July 1 of any given year.

19
20 **Section 8.2.1.**

21 Vacations shall be set by mutual agreement, taking into account the service needs of the
22 District and the personal needs and preferences of the employees. Vacations shall be arranged
23 to avoid conflict with school operations.

24
25 **Section 8.3. Retention Incentive.**

26 Less than twelve (12) month employees shall receive five (5) days of the employees’ regular pay as a
27 retention incentive on the July payroll provided that they are scheduled to work at least one hundred
28 eighty (180) days during the school fiscal year. Late hires shall receive a pro-rated retention incentive
29 based on their start date, where the pro-ration is calculated by dividing the number of days the
30 employee is scheduled to work by one hundred and eighty (180) days.

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34 **ARTICLE IX**

35
36 **LEAVES**

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38 **Section 9.1. Sick Leave.**

39
40 **Section 9.1.1. Sick Leave.**

41 Each employee shall be granted twelve days (12) of sick leave per school year. Sick leave shall
42 be vested when earned and may be accumulated up to a maximum of one hundred eighty (180)
43 days entitlement. The District shall project the number of annual days of sick leave at the
44 beginning of the school year and the employee shall be entitled to the projected number of days
45 of sick leave at the beginning of the school year. If an employee separates from the District
46 having used more sick leave than the employee earned, the District will deduct the value of the
47 unearned sick leave from the employee’s final paycheck.



1 Probationary employees shall be permitted to take no more than one (1) day of paid sick leave
2 during the duration of their probationary period. Sick leave benefits shall be paid on the basis
3 of base hourly rate applicable to the employee's normal daily work shift; provided, however,
4 that should an employee's normal daily work shift increase or decrease subsequent to an
5 accumulation of days of sick leave, sick leave benefits will be paid in accordance with the
6 employee's normal daily work shift at the time the sick leave is taken, and the accumulated
7 benefits will be expended on an hourly rather than a daily basis. A probationary employee
8 may, at the discretion of the Superintendent, be granted additional days of unpaid leave. After
9 five (5) days of personal illness, a doctor's certificate may be requested by the District.

10
11 **Section 9.1.2. Emergency Leave.**

12 Each employee shall be entitled to use a maximum of two (2) days of paid sick leave for
13 emergency situations per year. Emergency leave may be granted when the following
14 conditions exist:

- 15
16 A. The problem must be suddenly precipitated, must be of such a nature that preplanning is not
17 possible, or where pre-planning cannot relieve the necessity for the employee's absence.
18 B. The problem cannot be one of minor importance or of mere convenience, but must be
19 serious.

20
21 Applications for consideration for emergency leave must be made to the Superintendent within
22 seven (7) days after the absence. In situations where the employee finds that two days of
23 emergency leave is insufficient, the employee may request approval from the Superintendent to
24 apply additional days of sick leave as emergency leave.

25
26 **Section 9.1.3. Industrial Insurance.**

27 In the event employees are absent for reasons which are covered by Industrial Insurance, the
28 District shall pay the employee an amount equal to the difference between the amount paid the
29 employee by the Department of Labor and Industries and the amount the employee would
30 normally earn. A deduction shall be made from the employee's accumulated sick leave in
31 accordance with the amount paid to the employee by the District. If the employee exhausts
32 their sick leave, the District shall cease making such payments.

33
34 **Section 9.1.4. Sick Leave.**

35 In accordance with Washington State law, sick leave may be used to care for a child of the
36 employee with a health condition that requires treatment or supervision or for a spouse, parent,
37 parent-in-law, or grandparent of the employee who has a serious health condition or an
38 emergency condition in accordance with state or federal law. The parties agree that the
39 provision(s) in law which most benefits the employee shall be available to the employee. Such
40 leave may be utilized up to the limit of accumulated sick leave days. Under the Family and
41 Medical Leave Act provisions, the District may require appropriate medical certification. For
42 this section the following definitions shall apply consistent with Washington State law;
43 provided, however, that at the discretion of the Superintendent, sick leave may be used to care
44 for a family member, not specified in this section, who has a serious health condition.

45
46 For purposes of this Section, in accordance with RCW 49.46.210, "family member" means any
47 of the following:

- 1 • A child, including a biological, adopted, or foster child, stepchild, or a child to whom
- 2 the employee stands in loco parentis, is a legal guardian, or is a de facto parent,
- 3 regardless of age or dependency status.
- 4 • A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an
- 5 employee or the employee's spouse or registered domestic partner, or a person who
- 6 stood in loco parentis when the employee was a minor child.
- 7 • A spouse.
- 8 • A registered domestic partner.
- 9 • A grandparent.
- 10 • A grandchild.
- 11 • A sibling.

12
13 **Section 9.1.5. Sick Leave Cash Out.**

14 The District shall provide a sick leave cash-out program in accordance with
15 RCW 28A.400.210.

16
17 **Section 9.2. Bereavement Leave.**

18 Each employee shall be entitled to a maximum of five (5) days leave with pay for absence caused by
19 death of an employee's child, spouse, parent, step-parent, grandchild, grandparent, sibling, or parent-in-
20 law. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is
21 noncumulative.

22
23 **Section 9.3. Personal Leave.**

24 Each employee may be granted such personal leave if approved by the Superintendent as is consistent
25 with District determined service requirements and for which the employee shall render appropriate,
26 authorized compensatory service, before or after such leave, or take a corresponding reduction in
27 compensation.

28
29 **Section 9.3.1. Paid Personal Leave.**

30 Personal leave shall be granted as follows:

- 31
32 A. Personal leave with pay will be available to all members of the bargaining unit each work-
33 year, equivalent to two (2) of the employee's contracted workdays.
 - 34
35 B. Should an employee have a balance of personal leave at the end of their work-year, the
36 leave will be cashed out to the employee. The employee may carry over leave equivalent to
37 two (2) of the employee's workdays to the next school year and may maintain up to four (4)
38 workdays of personal leave at any given time. To carry over leave the employee must notify
39 the District business office in writing prior to the last day of school.
 - 40
41 C. Employees shall input personal leave requests into the District time tracking system
42 (currently Red Rover). Employees must request personal leave at least two (2) weeks prior
43 to the requested leave date by entering the leave into the District time tracking system,
44 except under emergency circumstances.
- 45

1 D. No more than two (2) bargaining unit members may use personal leave on a particular day
2 and such days may not be used in the first two or last two weeks of the school year, or to
3 extend holidays, three (3) day weekends or school breaks.

4
5 E. Personal leave requires prior approval of the Superintendent and is limited to the
6 availability of substitutes, if applicable

7
8 F. Personal leave is not deducted from accumulated sick leave.
9

10 **Section 9.4. Pregnancy Disability Leave.**

11 An employee may use sick leave when unable to report to duty due to a temporary physical disability
12 related to pregnancy, childbirth, or miscarriage. Documentation will not be required for the first thirty
13 (30) working days of pregnancy disability leave. Sick leave may continue beyond thirty (30) working
14 days with written verification of the employee's need from the medical provider. An employee
15 requesting pregnancy disability leave should give written notice to the District at least two (2) weeks
16 prior to commencement of said leave. The written request for leave should include a statement as to
17 the expected date of return to employment. The employee shall provide thirty (30) calendar days'
18 notice of the date the employee will return to work. The employee may use pregnancy disability leave
19 to supplement Washington State Paid Family Medical Leave (PFML) pursuant to Section 9.7.
20

21 **Section 9.5. Judicial Leave.**

22 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
23 as a codefendant with the District, such employee shall receive a normal day's pay for each day of
24 required presence in court. In the event that an employee is a party in a court action, such employee
25 may request a leave of absence. On request, employees shall provide the District with a copy of the
26 jury summons, subpoena or other documentation.
27

28 **Section 9.6. Leave Of Absence.**

29 **Section 9.6.1. Duration.**

30 Upon recommendation of the immediate supervisor through administrative channels to the
31 Superintendent, and upon approval of the Board of Directors, an employee may be granted a
32 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is
33 granted due to extended illness, one (1) additional year may be granted.
34
35

36 **Section 9.6.2. Return to Work.**

37 The returning employee will be assigned to the position occupied before the leave of absence
38 except as provided for in provisions governing reductions in force. Employees hired to fill
39 positions of employees on leave of absence will be hired for a specific period of time, during
40 which they shall be subject to all provisions of this Agreement. It shall be the responsibility of
41 the District to inform replacement employees of these provisions.
42

43 **Section 9.6.3. Accruals While on Leave of Absence.**

44 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
45 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
46 the employee is on leave of absence.
47
48

1 **Section 9.7. Paid Family Medical Leave (PFML).**

2 The District will provide leave and benefits in accordance with the Family and Medical Leave Act, the
3 Washington State Paid Family Medical Leave Act (PFML) administered through the state Employment
4 Security Department (ESD) and other state and federal laws, and District policies. During the time an
5 employee is on PFML, they are on "unpaid leave" through the District. Any time taken for PFML
6 during the employee's contract will result in a reduction and proration of their contract.

7
8 Employees who have accrued sick leave and are on PFML may choose to use sick leave to supplement
9 their pay while on PFML.

10
11 Specifically, employees may either:

- 12
13 a) Use one-half (1/2) day of their sick leave on each day of their PFML leave (if they have
14 sufficient leave) as a supplemental benefit to make their pay whole; or
15 b) To not use sick leave and instead receive only PFML benefits from the ESD. Employees
16 should consult with the District office, the Union, and the ESD if using PFML, to
17 understand the consequences for their compensation for the contract year, and their options
18 for structuring their absence and leave.

19
20 **Section 9.7.1. Supplemental Benefit.**

21 If paid sick leave is used concurrently with PFML it will be considered a supplemental benefit.
22 Employees may choose to use a half (1/2) day increment of sick leave while receiving PFML,
23 or may choose to use no sick leave while receiving PFML. The District will continue to
24 support insurance benefits as provided in Article 12 of this Agreement in compliance with
25 applicable laws.

26
27
28
29 **ARTICLE X**

30
31 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

32
33 **Section 10.1. Seniority.**

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

37
38 **Section 10.2. Probationary Status.**

39 Each new hire shall remain in a probationary status for a period of not more than sixty (60) days
40 following the hire date. During this probationary period the District may discharge such employee at
41 its discretion.

42
43 **Section 10.3. Completion of Probation.**

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

1 **Section 10.4. Loss of Seniority Rights.**

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

- 3
4 A. Resignation;
5 B. Discharge for justifiable cause;
6 C. Retirement; or
7 D. Change in job classification within the bargaining unit, as hereinafter provided.
8

9 **Section 10.5. Protected Seniority Rights.**

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

- 11
12 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
13 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
14 United States;
15 C. Time spent on other authorized leaves; or
16 D. Time spent in layoff status as hereinafter provided.
17

18 **Section 10.6. Seniority by Job Classification.**

19 Seniority rights shall be effective within the general job classification, except for purposes of salary
20 schedule placement pursuant to § 15.2. As used in this Agreement, general job classifications are
21 those set forth in Article I, Section 1.4.
22

23 **Section 10.7. Seniority Preference.**

24 The employee with the earliest start date shall have preferential rights regarding shift selection,
25 vacation periods and special services. The employee with the earliest start date shall have preferential
26 rights regarding promotions, assignment to new or open jobs or positions, and layoffs when ability and
27 performance are substantially equal with junior employees. If the District determines that seniority
28 rights should not govern because a junior employee possesses ability and performance substantially
29 greater than a senior employee or senior employees, the District shall set forth in writing to the
30 employee or employees and the organization's grievance committee chairperson its reasons why the
31 senior employee or employees have been bypassed.
32

33 **Section 10.7.1. Reduction In Force.**

34 In the event of a reduction in force employees reduced a total of 1.5 hours or more per day,
35 during any eighteen (18) consecutive month period, or who lose their entire position, will be on
36 layoff status in accordance with Section 10.7 and 10.10 of the Agreement. The District shall
37 prioritize the reduction of hours of junior employees and avoid reducing the hours of senior
38 employees. Should the District reduce daily hours of a senior employee before a junior
39 employee, the District must inform the Union President of the name and position of the
40 bypassed employee. Senior employees, displaced as a result of a layoff, may bump the least
41 senior employee holding a position that is substantially equivalent to the position held at the
42 time of layoff, for which the senior employee is qualified.
43

44 **Section 10.8. Changing Job Classifications.**

45 Employees who change job classifications within the bargaining unit shall retain their start dates in the
46 previous classification for a period of six (6) months, notwithstanding that they have acquired a new
47 start date and a new classification. Seniority and start date for purposes of salary schedule placement
48 shall be determined pursuant to § 15.2.

1 **Section 10.9. Job Posting.**

2 The District shall publicize within the bargaining unit for five (5) working days the availability of open
3 positions as soon as possible after the District is apprised of the opening. A copy of the job posting
4 shall be forwarded to the President of the Union and to the Union representative of the classification
5 concerned.

6
7 **Section 10.10. Layoff Procedures.**

8 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
9 District according to layoff ranking. Such employees are to have priority in filling an opening in the
10 classification held immediately prior to layoff. Names shall remain on the reemployment list for
11 eighteen (18) months.

12
13 **Section 10.11. Reemployment List.**

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

16
17 **Section 10.12. Forfeiture of Reemployment.**

18 An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does
19 not comply with the requirements of Section 10.11, or if the employee does not respond to the offer of
20 reemployment within three (3) days if communicated orally or seven (7) days if written.

21
22 **Section 10.13. Rejection of Reemployment.**

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

26
27
28
29 **ARTICLE XI**

30
31 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

32
33 **Section 11.1. Just Cause.**

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

38
39 **Section 11.2. Two Week Notice.**

40 Except in extraordinary cases, the District will give an employee two (2) weeks notice of intention to
41 dismiss. The District will expect the employee to give two (2) weeks notice in case of resignation.

42
43 **Section 11.3.**

44 Nothing contained herein shall be construed to prevent the District from immediately discharging an
45 employee for justifiable cause in extraordinary cases.



ARTICLE XII
INSURANCE AND RETIREMENT

Section 12.1. SEBB Coverage.

The District shall pay the current State allocation per eligible employee toward each employee's participation in medical, family dental, family optical and other insurance programs provided by the School Employees Benefits Board (SEBB). Such amounts shall be distributed each month on a 12-month basis. The benefit amount paid will be in accordance with current Washington State Laws.

Section 12.1.1.

Pursuant to SEBB policy, an employee on retirement or leave of absence shall be allowed to continue unsubsidized participation in any District approved group insurance program.

Section 12.1.2.

The required contribution to the State Health Care Authority for Retiree Insurance Benefits is included in the state allocation.

Section 12.2. Liability Coverage.

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

Section 12.3. Industrial Insurance Coverage.

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

Section 12.4. Unemployment Compensation.

The District shall provide for Unemployment Compensation benefits for all employees subject to this Agreement.

Section 12.5. Retirement.

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 standby, straight time, overtime, or otherwise.

ARTICLE XIII
UNION MEMBERSHIP AND CHECKOFF

Section 13.1. Union Membership.

Each employee subject to this Agreement, shall have the option of joining and maintaining membership in the Association upon employment with the District, unless the employee terminates their membership in writing to the Union consistent with Union requirements.



1 **Section 13.2. Checkoff.**

2 The District shall deduct PSE dues, service charges or voluntary political contributions from the pay of
3 any employee who authorizes such deductions to the Union in writing pursuant to RCW 41.56.110.
4 The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of
5 Washington on a monthly basis via Automated Clearing House (ACH).
6

7 **Section 13.2.1. Monthly Dues Report.**

8 The District must submit a monthly dues report within five (5) business days after payroll is
9 processed, to membership@pseofwa.org, detailing PSE dues deducted for each bargaining unit
10 employee, including those not paying dues.
11

12 **Section 13.3. Political Action Committee.**

13 The District shall, upon receipt of a written authorization form deduct from the pay of such bargaining
14 unit employee the amount of contribution the employee voluntarily chooses for deduction for political
15 purposes to the Committee of Political Empowerment (COPE) and shall transmit the same to the
16 Union on a ACH separate from the Union dues transmittal ACH..
17

18 **Section 13.4. Hold Harmless.**

19 The Union will indemnify, defend and hold the District harmless against any claims, suits, orders
20 and/or judgments against the District on account of any checkoff of Union Dues or voluntary political
21 contributions.
22
23
24

25 **A R T I C L E X I V**

26 **G R I E V A N C E P R O C E D U R E**
27

28
29 **Section 14.1. Grievances.**

30 Grievances or complaints arising between the District and its employees within the bargaining unit
31 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
32 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article. All
33 references to “days” within this Agreement shall mean working days, unless otherwise indicated.
34 “Working day” shall mean days which the District business office is open.
35

36 **Section 14.2. Grievance Steps.**

37 **Section 14.2.1. Step 1.**

38 Employees shall first discuss the grievance with their immediate supervisor. If employees so
39 wish, they may be accompanied by a Union representative at such discussion. All grievances
40 not brought to the immediate supervisor in accordance with the preceding sentence within
41 fifteen (15) working days of the occurrence of the grievance shall be invalid and subject to no
42 further processing.
43
44

45 **Section 14.2.2. Step II.**

46 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
47 subsection, the employee shall reduce to writing, within ten (10) working days, a statement of
48 the grievance containing the following:



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

4
5 The employee shall submit the written statement of grievance to the immediate supervisor for
6 reconsideration and shall submit a copy to the official in the Administration responsible for
7 personnel. The parties will have five (5) working days from submission of the written
8 statement of grievance to resolve it by indicating on the statement of grievance the disposition.
9 If an agreeable disposition is made, all parties to the grievance shall sign it.

10
11 **Section 14.2.3. Step III.**

12 If no settlement has been reached within the five (5) working days referred to in the preceding
13 subsection, and the Union believes the grievance to be valid, a written statement of grievance
14 shall be submitted within ten (10) working days to the District Superintendent or the
15 Superintendent's designee. After such submission, the parties will have ten (10) working days
16 from submission of the written statement of grievance to resolve it by indicating on the
17 statement of grievance the disposition and giving written reasons for such disposition. If an
18 agreeable disposition is made, all parties to the grievance shall sign it.

19
20 **Section 14.2.4. Arbitration.**

21 If no settlement has been reached within the twenty (20) working days referred to in the
22 preceding subsection, and the Union believes the grievance to be valid, the employee may
23 demand arbitration of the grievance. The Union must file a written demand for arbitration with
24 the District within twenty (20) working days of the end of the twenty (20) working days in the
25 previous section. Arbitration shall be in accordance with the American Arbitration Association
26 under the voluntary rules, subject to this Article, and unless the District and Union agree to an
27 alternative process for selecting the arbitrator. The decision of the arbitration panel shall be
28 final and binding on the parties.

29
30 **Section 14.3.**

31 The District shall not discriminate against an individual employee or the Union for taking action under
32 this Article.

33
34 **Section 14.4. Contract Construction.**

35 This Agreement shall not be construed to limit the District's rights with respect to the following:

- 36 a. The right to evaluate, within the District's judgement, employee performance:
- 37 b. The right to determine, within the District's judgement, the qualifications of any job or any
- 38 applicant or employee. c. The right to terminate the employment of any probationary employee.

39
40
41 This Agreement shall not be construed to limit any rights to an administrative remedial procedure, such
42 as those provided by PERC or Human Rights Commission, established by law.

43
44 **Section 14.5. Jurisdiction of Arbitrators.**

45 The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of
46 this Agreement.

47
48 The arbitrator shall be without power or authority to make any decision prohibited by law.

1 **Section 14.6. Time Limits.**

2 Time limits provided in this procedure may be extended by mutual agreement when signed by the
3 parties.

4
5 Failure on the part of the District at any step of this procedure to communicate the decision of a
6 grievance within the specific time limit, shall permit the Union to lodge an appeal at the next step of
7 this procedure.

8
9 Any grievance not advanced by grievant within the time limits shall be deemed resolved by the
10 District’s answer made at the previous step or by the District’s interpretation if no grievance has been
11 filed within the procedural timelines.

12
13 **Section 14.7. Costs.**

14 Fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be
15 borne by the party incurring them.

16
17
18 **ARTICLE XV**

19
20
21 **SALARIES AND EMPLOYEE COMPENSATION**

22
23 **Section 15.1. Compensation.**

24 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
25 worked.

26
27 **Section 15.1.1.**

28 Wage rates for each year of the Agreement are contained on Salary Schedule A.

29
30 **Section 15.1.2. Wages.**

31 Annually Schedule A shall be increased by the wage increases expressed below:

- 32
33 1. Effective for the 2024-2025 school year, the base wage rates in Schedule A will receive an
34 increase of either three and seven tenths’ percent (3.7%) or the implicit price deflator (IPD),
35 whichever is greater.
36 2. Beginning with the 2025-2026 school year, the base wage rates in Schedule A will receive
37 an increase of either three percent (3%) or IPD, whichever is greater.
38 3. Beginning with the 2026-2027 school year, the base wage rates in Schedule A will receive
39 an increase of either three percent (3%) or IPD, whichever is greater.

40
41 Such an increase, as listed above, will become effective on September 1 of each year.

42
43 In addition to the aforementioned increases, the base wages for the following classifications
44 shall also receive the following raises during the 2024-2025 school year.

- 45
46 1. Paraeducator: \$0.25
47 2. Head Cook: \$0.50
48 3. Secretary: \$0.50



1 4. Bus Driver: \$0.25
2

3 **Section 15.2. Longevity Credit.**

4 In order to receive longevity credit on Schedule A for the first year of employment new hires must
5 have been hired prior to February 1st of a given fiscal year or wait until the end of the next fiscal year
6 to receive their first year of credit. Longevity incremental steps on Schedule A, shall take effect on
7 September 1 of each year during the term of this Agreement. Longevity incremental steps shall be
8 granted based on total years of service to the District regardless of changes in classification or work in
9 an additional classifications.
10

11 **Section 15.2.1. Longevity Steps.**

12 The following progressive steps for salary increases shall be implemented:
13

- | | | |
|----|-------------------------------|----------------|
| 14 | ○ Step 2 (year 2) | Base + \$ 0.25 |
| 15 | ○ Step 3 (year 3) | Base + \$ 0.50 |
| 16 | ○ Step 5 (year 5) | Base + \$ 1.25 |
| 17 | ○ Step 7 (year 7) | Base + \$ 1.50 |
| 18 | ○ Step 9 (year 9) | Base + \$ 1.75 |
| 19 | ○ Step 11 (year 11) | Base + \$ 2.25 |
| 20 | ○ Step 13 (year 13) | Base + \$ 2.50 |
| 21 | ○ Step 15 (year 15) | Base + \$ 2.75 |
| 22 | ○ Step 17 (year 17) | Base + \$ 3.25 |
| 23 | ○ Step 19 (year 19) | Base + \$ 3.50 |
| 24 | ○ Step 21 (year 21 and after) | Base + \$ 3.75 |

25
26 Steps will be incorporated into each Schedule A on an annual basis.
27

28 **Section 15.3. Time Calculations.**

29 For purposes of calculating daily hours, time worked shall be rounded to the nearest one quarter (¼)
30 hour.
31

32 **Section 15.4. Travel in Personal Vehicle.**

33 Any employee on School District business at the direction of the supervisor required to travel from one
34 site to another in a private vehicle shall be reimbursed for such travel on a per-mile basis according to
35 District policy for all such compensation.
36

37 **Section 15.5. Overnight Travel.**

38 Employees required to remain overnight on District business shall be provided or reimbursed for
39 reasonable room and board expenditures with prior District approval.
40

41 **Section 15.6. Physical Examinations.**

42 The District shall pay the cost of any physical exam required of an employee as a condition of
43 employment. The employee shall have the option of obtaining the physical exam at a facility selected
44 by the District or by a health care practitioner chosen by the employee. Drivers who obtain their
45 required DOT physical examination at a District-approved provider shall not incur any
46 expense. Employees' choosing a personal health care practitioner shall be reimbursed the amount paid
47 by the District to the District-approved provider.
48

1 **Section 15.7. Payday.**

2 All employees will be paid through direct deposit. Pay day will be the last banking work day of the
3 month.
4

5 **Section 15.8. Different Pay Rates, When.**

6 Employees who work in a higher position or classification shall be paid at the higher rate of pay for all
7 hours worked in the higher position or classification. For work in a lower position or classification,
8 employees shall receive their regulate rate of pay. Required training shall be paid at their regular rate
9 of pay (for employees holding more than one position, the rate shall be tied to the position for which
10 the training is related or during which the training occurs, and if the training is related to two or more
11 positions of an employee and occurs outside the employee’s regular work hours, the rate shall be a
12 proportional blending of the employee’s rates).
13

14 **Section 15.9. Use of Employee’s Personal Tools/Equipment.**

15 The District agrees to replace or repair any tools or equipment which are damaged or lost in the course
16 of use for District work provided that such tools and equipment are inventoried with the District prior
17 to damage or loss.
18

19 **Section 15.10. Drivers Certificate or Commercial Drivers License.**

20 Drivers will be responsible for keeping current driver's licenses required to drive a school bus as
21 required by the District or the State, and driver's certificate. The District shall reimburse the cost
22 maintaining licensing endorsements required to drive a school bus (not including the cost to maintain a
23 basic driver’s license).
24

25 **Section 15.11. High Need Paraeducator.**

26 High Needs Paraeducators are defined as paraeducators who are assigned to one on-one student
27 support positions due to a student’s health or behavior requirements. These paraeducators may be
28 responsible for but not limited to tasks such as toileting, feeding tube assistance, wheelchair support,
29 managing combative behaviors, or addressing specific behavior interventions that necessitate
30 additional training.
31

32 Paraeducators who are in this category will receive one dollar (\$1.00) extra per hour worked in this
33 role.
34

35 **Section 15.12. Extra Trips.**

36 Drivers are paid at their standard hourly rate or standby for applicable time for the duration of extra
37 trips. For extra trips of eight (8) or more hours, drivers will be reimbursed according to the standard
38 Meals and Incidental Expenses (M&IE) rates set by GSA.Gov for the designated location of the trip
39 where meals are intended to be eaten.
40
41
42

43 **ARTICLE XVI**

44 **TERM AND SEPARABILITY OF PROVISIONS**

45 **Section 16.1. Terms of Agreement.**

46 Term of this Agreement shall be September 1, 2024 to August 31, 2027.
47
48



1 **Section 16.2. Provisions of the Agreement.**

2 All provisions of this Agreement shall be applicable to the entire term of this Agreement
3 notwithstanding its execution date, except as provided in the following section.
4

5 **Section 16.3. Reopening the Contract.**

6 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
7 parties in writing, provided that it may be reopened at any time, at the request of the District, to
8 negotiate subcontracting of bus runs or upon written request by either party to consider new legislation
9 which affects the terms or conditions of this Agreement.
10

11 **Section 16.4.**

12 If any provision of this Agreement or the application of any such provision is held invalid, the
13 remainder of this Agreement shall not be affected thereby.
14

15 **Section 16.5.**

16 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
17 State or Federal statutes or regulations promulgated pursuant thereto.
18

19 **Section 16.6. Renegotiation.**

20 In the event either of the two (2) previous sections is determined to apply to any provision of this
21 Agreement, such provision shall be renegotiated pursuant to Section 16.3.
22
23
24

25 **A R T I C L E XVII**

26 **DRUG AND ALCOHOL TESTING**
27

28 **Section 17.1. Training for Drugs and Alcohol Testing.**

29 The District agrees to provide all employee training required by law (for Drug and Alcohol testing) at
30 no cost to employees, and shall further compensate employees at their regular rate of pay (or overtime
31 rate, if applicable) for all hours spent in required training.
32
33

34 **Section 17.2. Confidentiality.**

35 The District agrees to keep all testing results confidential, pursuant to state and federal law.
36

37 **Section 17.3. Costs for Testing.**

38 The District shall pay for the cost of all drug and alcohol testing for bargaining unit employees that is
39 required by law or as a condition of employment or continued employment.
40

41 **Section 17.4. Missed Work for Drug and Alcohol Testing.**

42 Employees shall suffer no loss of pay for scheduled hours (runs or trips) which are missed due to
43 required participation in drug and/or alcohol testing procedures.
44

45 **Section 17.5. Discipline.**

46 Any discipline related to positive drug or alcohol tests shall be subject to the terms of Article XI
47 (Discipline and Discharge of Employees); to the terms of Article XIV (Grievance Procedure); and any
48 other applicable terms of this Agreement.




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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES OF
CRESCENT SCHOOL DISTRICT

CRESCENT SCHOOL DISTRICT #313


BY: 
Holly Rose, Chapter President


BY: 
David Bingham, Superintendent


DATE: 07/21/24


DATE: 07/01/24


School Board Members:


Susan Hopper, Chair


Joey Currie, Vice Chair


Bryan Murphie


Mindy Avrett


Sandy Middleton



Schedule A
Crescent School District
September 1, 2024 to August 31, 2025

Job/Title	2024-2025 Base Rate	Step 2 Base + \$0.25	Step 3 Base + \$0.50	Step 5 Base + \$1.25	Step 7 Base + \$1.50	Step 9 Base + \$1.75	Step 11 Base + \$2.25	Step 13 Base + \$2.50	Step 15 Base + \$2.75	Step 17 Base + \$3.25	Step 19 Base + \$3.50	Step 21 Base + \$ 3.75
Para Educator	\$ 22.08	\$ 22.33	\$ 22.58	\$ 23.33	\$ 23.58	\$ 23.83	\$ 24.33	\$ 24.58	\$ 24.83	\$ 25.33	\$ 25.58	\$25.83
Para Educator High Needs	\$ 23.11	\$ 23.36	\$ 23.61	\$ 24.36	\$ 24.61	\$ 24.86	\$ 25.36	\$ 25.61	\$ 25.86	\$ 26.36	\$ 26.61	\$26.86
Behavior Specialist	\$ 25.87	\$ 26.12	\$ 26.37	\$ 27.12	\$ 27.37	\$ 27.62	\$ 28.12	\$ 28.37	\$ 28.62	\$ 29.12	\$ 29.37	\$29.62
Maintenance Lead	\$ 29.47	\$ 29.72	\$ 29.97	\$ 30.72	\$ 30.97	\$ 31.22	\$ 31.72	\$ 31.97	\$ 32.22	\$ 32.72	\$ 32.97	\$33.22
Maintenance	\$ 26.52	\$ 26.77	\$ 27.02	\$ 27.77	\$ 28.02	\$ 28.27	\$ 28.77	\$ 29.02	\$ 29.27	\$ 29.77	\$ 30.02	\$30.27
Custodial	\$ 23.59	\$ 23.84	\$ 24.09	\$ 24.84	\$ 25.09	\$ 25.34	\$ 25.84	\$ 26.09	\$ 26.34	\$ 26.84	\$ 27.09	\$27.34
Assistant Cook	\$ 19.60	\$ 19.85	\$ 20.10	\$ 20.85	\$ 21.10	\$ 21.35	\$ 21.85	\$ 22.10	\$ 22.35	\$ 22.85	\$ 23.10	\$23.35
Head Cook	\$ 22.10	\$ 22.35	\$ 22.60	\$ 23.35	\$ 23.60	\$ 23.85	\$ 24.35	\$ 24.60	\$ 24.85	\$ 25.35	\$ 25.60	\$25.85
Secretary	\$ 23.60	\$ 23.85	\$ 24.10	\$ 24.85	\$ 25.10	\$ 25.35	\$ 25.85	\$ 26.10	\$ 26.35	\$ 26.85	\$ 27.10	\$27.35
Coalition Liaison	\$ 32.67	\$ 32.92	\$ 33.17	\$ 33.92	\$ 34.17	\$ 34.42	\$ 34.92	\$ 35.17	\$ 35.42	\$ 35.92	\$ 36.17	\$36.42
IT Specialist	\$ 38.22	\$ 38.47	\$ 38.72	\$ 39.47	\$ 39.72	\$ 39.97	\$ 40.47	\$ 40.72	\$ 40.97	\$ 41.47	\$ 41.72	\$41.97
Van Driver	\$ 22.18	\$ 22.43	\$ 22.68	\$ 23.43	\$ 23.68	\$ 23.93	\$ 24.43	\$ 24.68	\$ 24.93	\$ 25.43	\$ 25.68	\$25.93
Bus Driver	\$ 25.72	\$ 25.97	\$ 26.22	\$ 26.97	\$ 27.22	\$ 27.47	\$ 27.97	\$ 28.22	\$ 28.47	\$ 28.97	\$ 29.22	\$29.47
Standby	State Min Wage											

Driver Trainer Assignments:	When bus drivers are assigned work as a driver trainer, they shall be compensated an additional \$1.00 per hour for the time spent as a driver trainer.
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