

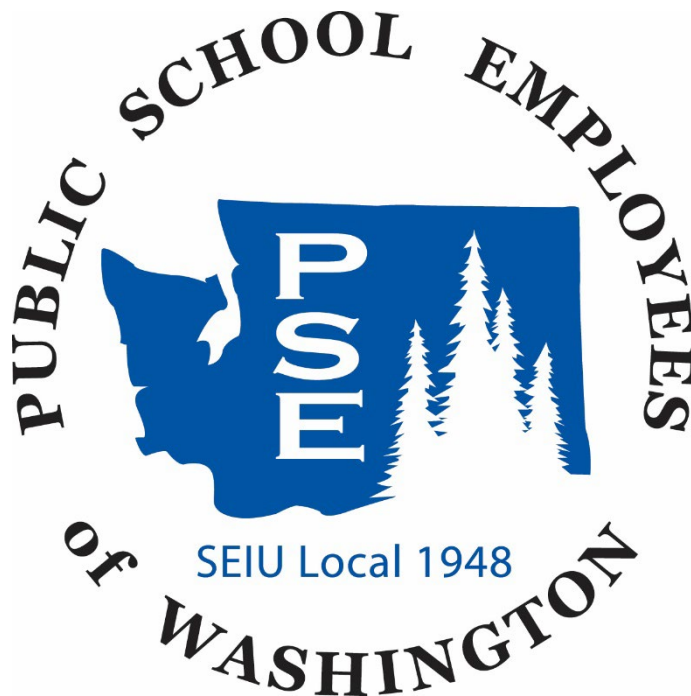
COLLECTIVE BARGAINING AGREEMENT BETWEEN

CRESTON SCHOOL DISTRICT #73

AND

PUBLIC SCHOOL EMPLOYEES OF CRESTON

SEPTEMBER 1, 2024 – AUGUST 31, 2027



Public School Employees of Washington / SEIU Local 1948

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1 **DECLARATION OF PRINCIPLES**

2
3 Participation of employees in the formulation and implementation of personnel policies affecting them
4 contributes to effective conduct of school business.

5
6 The efficient administration of the system of public instruction and well-being of employees requires
7 that orderly and constructive relationships be maintained between the parties hereto.

8
9 Subject to law and the paramount consideration of service to the public, employee-management
10 relations should be improved by providing employees an opportunity for greater participation in the
11 formulation and implementation of policies and procedures affecting the conditions of their
12 employment.

13
14 Effective employee-management cooperation requires a clear statement of the respective rights and
15 obligations of the parties hereto.

16
17 It is the intent and purpose of the parties hereto to promote and improve the efficient administration of
18 the District and the well-being of employees within the spirit of the Public Employees Collective
19 Bargaining Act, to establish a basic understanding relative to personnel policies, practices, and
20 procedures, and to provide means of amicable discussion and adjustment of matters of mutual interest.

21
22
23 **PREAMBLE**

24
25 This Agreement is made and entered into between Creston School District Number 73 (hereinafter
26 "District") and Public School Employees of Creston School District, an affiliate of Public School
27 Employees of Washington/SEIU Local 1948 (hereinafter "Association").

28
29 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
30 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the
31 parties agree as follows:

32
33
34 **ARTICLE I**

35 **RECOGNITION AND COVERAGE OF AGREEMENT**

36
37 **Section 1.1. Association Recognition.**

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

41
42 **Section 1.2. Job Descriptions.**

43 The District will provide the Association with complete and current job descriptions annually for all
44 employees subject to this Agreement. The District will provide the Association with such amendments,
45 changes, and additions to job descriptions as they may from time to time occur.



1 Note: The District shall review for accuracy of all job descriptions (for positions listed on Schedule A)
2 by September 30 of each school year.

3
4 **Section 1.3. Represented Classifications.**

5 The bargaining unit to which this Agreement is applicable shall consist of classified employees in the
6 following general job classifications: Maintenance and Grounds, Food Service, Secretaries,
7 Transportation, Paraeducators, Health Care, and Technology. Excluded positions: Secretary to the
8 Superintendent, Transportation Supervisor, Maintenance and Facilities Supervisor, and Business
9 Manager.

10
11 **Section 1.4. Definitions.**

12 The following definitions pertain to all Creston classifications:

- 13
14 A. **Workdays** - defines the days included in the employee's work year.
- 15
16 B. **Calendar Days** - defines the universally recognized calendar of months and days.
- 17
18 C. **Business Days** - defines the days the Creston Administrative Offices are open for business.
- 19
20 D. **Full-Time Classified Employee** - is one who works on a twelve (12) month per year schedule.
- 21
22 E. **Regular Classified Employee** - is one who fills a position requiring from nine (9) months up
23 to, but not including, twelve (12) months service per year.
- 24
25 F. **New Position** - any position newly created within the bargaining unit and projected to be
26 ninety-one (91) days or more. All new positions must be posted.
- 27
28 G. **Open Position/Job** – any vacated bargaining unit position/job. (See Section 10.9)
- 29
30 H. **Temporary Position** - any bargaining unit position that is projected to continue for ninety (90)
31 days or less. Full-time, regular, or temporary classified employees.
- 32
33 I. **Replacement Employee** - is an employee who fills a position created by an employee on a
34 leave of absence:
- 35
36 1. Newly hired replacement employees shall earn benefits. Current employees in
37 replacement positions shall retain benefits.
- 38
39 2. Current employees who apply for and take replacement positions will be given priority
40 over outside candidates and junior employees when the move would result in an
41 increase of hours, wages, or both. (See Section 10.7)
- 42
43 3. Current employees who apply for replacement positions will be returned to their
44 previously held position. If the replacement employee's original position is no longer
45 available or has been reduced by more than one (1) hour, that employee will be placed
46 in a position similar to their original one.
- 47

- 1 4. Seniority will be applied to the newly hired replacement or temporary employee after
2 thirty (30) days.
3
4 5. A newly hired replacement employee will not be allowed to transfer during the duration
5 of their time as a replacement employee.
6
7

8 ARTICLE II

10 RIGHTS OF THE EMPLOYER

11 **Section 2.1. Management Rights.**

12 It is agreed that the customary and usual rights, powers, functions, and authority of management are
13 vested in management officials of the District. Included in these rights in accordance with and subject
14 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
15 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
16 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
17 release employees from duties because of lack of work or for other legitimate reasons. The District
18 shall retain the right to maintain efficiency of the District operation by determining the methods, the
19 means, and the personnel by which operations undertaken by the employees in the unit are to be
20 conducted.
21

22 **Section 2.2. Functions of the District.**

23 The right to make rules and regulations shall be considered acknowledged functions of the District. In
24 making rules and regulations relating to personnel policies, procedures, and practices, and matters of
25 working conditions, the District shall give due regard and consideration to the rights of the Association
26 and the employees and to the obligations imposed by this Agreement.
27
28

29 ARTICLE III

30 RIGHTS OF EMPLOYEES

31 **Section 3.1. Employee Membership.**

32 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
33 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
34 The freedom of such employees to assist the Association shall be recognized as extending to
35 participation in the management of the Association, including presentation of the views of the
36 Association to the Board of Directors of the District or any other governmental body, group, or
37 individual. The District shall take whatever action required or refrain from such action in order to
38 assure employees that no interference, restraint, coercion, or discrimination is allowed within the
39 District to encourage or discourage membership in any employee organization.
40
41

42 **Section 3.2. Matters of Personal Concern.**

43 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
44 Association representatives and/or appropriate officials of the District.
45
46
47

1 **Section 3.3. Association Representatives.**

2 Employees subject to this Agreement have the right to have Association representatives or other
3 persons present at discussions between themselves and supervisors or other representatives of the
4 District as hereinafter provided. (Note: See Appendix A, Weingarten Rights.)

5
6 **Section 3.4. Member Rights.**

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

9
10 **Section 3.5. Discrimination.**

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

15
16 **Section 3.6. Administering Medication.**

17 The administering of medication and ongoing health intervention to students shall be the responsibility
18 of employees trained for that purpose. The District will provide mandatory training for all Educational
19 Assistants and Secretaries as the designated School District personnel in proper medication procedures
20 operating under the supervision of the registered school nurse or registered nurse practitioner.

21
22 **Section 3.7. Confrontational Situations. - RCW 28A.400.370.**

23 Employees, acting within the scope of their duties, may use reasonable measures with students,
24 patrons, or other persons as is necessary to protect him/herself, another employee, or another student
25 from attack, physical or verbal abuse or injury, or to prevent damage to District or personal property.
26 Such measures shall be within constraints imposed by District policy, Washington State, and/or other
27 applicable federal laws.

28
29 The District will protect and save harmless any employee of the District from financial loss and
30 expense arising out of any claim, demand, lawsuit, or judgment by reasons of alleged negligence or
31 accidental damage to or destruction of property within or without the school building, provided such
32 employee was acting in a proper manner in the discharge of his/her duties within the scope of
33 employment.

34
35 **Section 3.8. Personnel Files.**

- 36 1. Employees, or their duly authorized Association representative, shall have the right to review
37 their personnel file by making an appointment for such purpose through the District office.
38
39 2. A copy of any material placed in an employee's personnel file shall be provided the employee
40 at the time of placement in the file. Each employee shall have the right to review, initial, copy,
41 and attach, within ten (10) workdays of receipt of the item(s), his/her own comments to
42 evaluations or other material made a part of his/her personnel file.
43
44 3. Personnel files of employees are confidential. Personnel files shall be available for inspection
45 only to supervisory personnel, confidential officials of the District, the individual employee,
46 and the employee's duly authorized representative.
47

4. Any letter or document from the District which is critical of said employee's performance or conduct shall be shown to said employee before insertion in the personnel file. Any derogatory material not shown to an employee at the time of composition or placement in the personnel file shall not be allowed as evidence in any grievance or in any disciplinary action against such employees.
5. There shall be only one (1) official personnel file which shall be kept in the District office.
6. All derogatory material, excluding evaluations, two (2) years old or older shall be expunged from the file at the employees' request, except for information relating to sexual, physical or psychological abuse/misconduct, criminal activities, or contact with a minor for illegal purposes.

Section 3.9. Working Files.

This section does not preclude the supervisor maintaining a working file. Supervisors may maintain working files from the immediately preceding school year. In addition, the Transportation Supervisor may maintain a file on each Bus Driver which contains verification of First Aid training, the driver's Washington State driving abstract, the results of the latest DOT physical and a listing of the hours of in-service and the subjects covered.

Section 3.10. Private and Personal Lives.

The private and personal lives of employees are not within the appropriate concern or attention of the District, provided the employee's job performance or legitimate interests of the District are not adversely affected.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Rights and Responsibilities of the Association.

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; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 4.2. Notification of Discharge or Disciplinary Actions.

The Association shall promptly be notified by the District of any grievance reaching Step II 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 grievance and to make known the Association's views concerning the case.

Section 4.3. New Hires.

The District, as part of the general orientation of each new employee within the unit subject to this Agreement, shall provide such employee with a copy of this Agreement to be furnished to the District by the Association. The District will post this contract on the District's website.

1
2 **Section 4.3.1. New Employee Orientation (NEO).**

3 An integral part of each employee’s tenure with the employer is understanding of this
4 Agreement and the role of the Association in the employment setting. As such, each new
5 employee, as part of his/her orientation shall be provided an opportunity to attend a paid one
6 (1) hour session where they will receive an overview of the Association and this Agreement.
7 The parties agree that it is highly beneficial for all bargaining unit employees to receive a
8 comprehensive new employee orientation as soon as possible, but no later than ninety (90) days
9 from the employee’s hire date.
10

11 The Association orientation session will be conducted by representatives designated by the
12 Association. The District’s representative(s) will be absent from the room during this section of
13 the new employee orientation. The Association will provide the District with copies of all
14 materials which will be distributed during this session.
15

16 **Section 4.3.2. Names Reported to PSE.**

17 The District will notify the Association and the Chapter President of all new hires within ten
18 (10) workdays of the hire date. The District will provide the local Association President and
19 Field Representative, upon request, with information regarding each employee filling positions
20 covered by this Agreement. Information to be provided will include the employee’s name,
21 address, personal email address, cell and work phone numbers, classification, hire date, salary,
22 membership status, work location, number of contracted workdays, hourly rate, and FTE in an
23 editable digital format.
24

25 **Section 4.4. Delegation of Duties and Rights.**

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

30 **Section 4.5. Access to District Premises.**

31 Representatives of the Association, upon making their presence known to the District, shall have
32 access to the District premises during business hours provided that no conferences or meetings
33 between employees and Association representatives will in any way hamper or obstruct the normal
34 flow of work.
35

36 **Section 4.5.1. Association President.**

37 Union activities for the Chapter President and/or his/her designee without loss of pay on the
38 part of the employee during working hours on the School District premises shall be limited to
39 the following:
40

- 41 1. Posting of Union notices.
- 42 2. The distribution of Union literature.
- 43 3. The President and/or his/her designee shall be allowed reasonable time to process
44 and/or investigate Contract grievances during regular working hours.
- 45 4. President’s attendance at negotiation meetings.
- 46 5. President at one (1) Union meeting per quarter.
47

1 **Section 4.6. Bulletin Boards/Website.**

2 The District shall provide a bulletin board space in each school. The bulletins posted by the
3 Association are the responsibility of the officials of the Association. Each bulletin shall be signed by
4 the Association official responsible for its posting. Unsigned notices or bulletins may not be posted.
5 There shall be no other distribution or posting by the employee or the Association of pamphlets,
6 literature, or notices advertising political matters on District property other than herein provided.
7

8 **Section 4.6.1. Maintenance of Bulletin Boards.**

9 The responsibility for the prompt removal of notices from the bulletin boards after they have
10 served their purpose shall rest with the individual who posted such notices.
11

12 **ARTICLE V**

13 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

14
15 **Section 5.1. Matters Appropriate for Consultation.**

16 It is agreed and understood that matters appropriate for consultation and negotiation between the
17 District and the Association are those relating to or affecting hours, wages, grievance procedures and
18 general working conditions of employees in the bargaining unit subject to this Agreement.
19
20
21

22 **Section 5.2. District Changes.**

23 It is further agreed and understood that the District will consult with the Association at the
24 Association's request and discuss any changes made by the District that directly affects members of the
25 Association.
26

27 **Section 5.3. Working Conditions.**

28 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
29 the other party to advise, discuss, or consult regarding matters concerning working conditions not
30 covered by this Agreement.
31

32 **Section 5.4. Workload Information.**

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

36 **Section 5.5. Reviewing of Job Title and Job Description.**

37 Classified employees at the beginning of each school year may review their specific job title along
38 with a job description.
39
40

41 **ARTICLE VI**

42 **ASSOCIATION REPRESENTATION**

43
44 **Section 6.1. Labor Management Team.**

45 The Association will designate a Labor Management Team (known as L.M.T.) of three (3) members
46 and their Association Field Representative who will meet with the Superintendent of the District and
47



1 up to three (3) of the Superintendent's Representatives at a minimum of three (3) meetings per year to
2 discuss appropriate matters. The Association is responsible for arranging these meetings.

3
4 **Section 6.1.1. Meetings and Time.**

5 The District will provide suitable space to conduct such meetings and meetings will take place
6 whenever possible on school time.

7
8 **Section 6.1.2. Recorder.**

9 When formal meetings are held between representatives of the Association and representatives
10 of the District pursuant to Section 6.1, formal minutes shall be prepared. The District and the
11 Association will provide their own recorder or agree on one (1) recorder.

12
13 **Section 6.2. Association Leave and Release Time.**

14
15 **Section 6.2.1. Matters of Mutual Interest.**

16 The Association representatives shall represent the Association and employees in meeting with
17 officials of the District to discuss appropriate matters of mutual interest.

18
19 **Section 6.2.2. Association Representation.**

20 Time during working hours, whenever possible, may be allowed Association representatives
21 for attendance at meetings with the District.

22
23 **Section 6.2.3. Release Time for Association President or Designee.**

24 Release time shall be granted to the Association President or his/her designees to carry out the
25 duties of his/her office. The total amount of release time will be a maximum of four (4) hours a
26 year.

27
28 **Section 6.2.4. Approval of Association Release Time.**

29 Association representatives, when leaving their work, shall first obtain permission from their
30 immediate supervisor. The supervisor's permission in these instances may be granted. The
31 employees will report their return to work to their supervisors.

32
33 **Section 6.2.5. Release Time During Work Hours.**

34 Classified employees who are duly authorized by the Association and who are mutually
35 scheduled by the parties to participate during work hours in negotiations, grievance
36 proceedings, conferences, or other meetings relating to matters between the District and the
37 Association and approved by the immediate supervisor and/or the superintendent shall suffer no
38 loss of pay for attendance at said meetings.

39
40 **Section 6.2.6. State Release Time.**

41 Release time for Creston PSE members requested by the Public School Employees of
42 Washington/SEIU 1948 State Organization may be granted to the employee as mutually agreed
43 upon by the employee and their supervisor. All costs associated with the employee's absence
44 will be reimbursed by PSE of Washington/SEIU Local 1948. Request for release time will be
45 handled through the Superintendent.

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ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Work Week.

Each employee will be assigned a work week consisting of five (5) consecutive workdays. The District shall establish work shifts with the designated beginning and end time of the employee’s shift. This information will be given to the employee in writing at the beginning of each school year.

Section 7.1.1. Breaks and Lunch.

No employee shall be required to work more than five (5) hours without a thirty (30) minute uninterrupted lunch period on employer’s time. Employees shall be allowed a rest of not less than fifteen (15) minutes on the employer’s time for the time worked as outlined in the table below. Rest shall be scheduled as near the midpoint of the work period as possible.

<u>Hours/Work Shift</u>	<u>Lunch</u>	<u>Rest</u>
7-8	One (1) 30-minute lunch break	Two (2) 15-minute rest breaks
5-6 ¾	One (1) 30-minute lunch break	One (1) 15-minute rest break
3-4 ¾	No lunch break	One (1) 15-minute rest break
Less than 3	No lunch break	One (1) 5-minute rest break

Section 7.1.2. Log Time.

Employee will log time according to the procedures set forth by administration. Employees will log time when they begin and end their shifts. All work events that vary from regularly scheduled work, such as overtime, must be approved in advance, and will be noted on the time sheet.

Section 7.1.3. Overtime.

Employees shall be assigned overtime by seniority on a rotating basis. Employees refusing overtime shall move to the bottom of the rotation list. Employees with specific skills - Secretaries, locksmiths, snowplowing, etc., are exempt from the rotation. If all employees refuse overtime, the junior most employee will be assigned the overtime.

Section 7.1.4. Food Service Schedules.

Beginning in the 2018-2019 school year, the District shall assign Food Service employees to shifts of no less than seven and one-half (7 ½) hours per day and a work year of no less than one hundred eighty (180) days per school year.

Section 7.2. Hours of Work.

All hours worked over forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate and prior approval from the Superintendent or his/her designee. Employees called back after their regular shift shall receive no less than one (1) hour’s pay per call at the rate of one and one-half (1 ½) times the employee's regular hourly rate. The normal eight (8)-hour per day work schedule may be altered during summer to four (4), ten (10)-hour days. This change shall be by mutual agreement of the employee and the supervisor with approval of the Superintendent. Employees voluntarily working four (4), ten (10)-hour days, per this section, will not trigger overtime for work performed over eight (8) hours per day.



1 **Section 7.2.1. Compensatory Time.**

2 Effective upon signature of this Agreement, upon mutual agreement with the School District,
3 employees may opt to receive compensatory time off in lieu of overtime pay at the rate of one
4 and one-half (1 ½) hours of compensatory time for each hour of overtime worked. Employees
5 may accrue and maintain a compensatory time balance of up to forty (40) hours maximum;
6 however, all compensatory time earned must be used on or before August 31 of the same
7 contract year in which it was earned. Compensatory time will be tracked on the employees
8 monthly pay stub.

9
10 **Section 7.2.2. Flex Time.**

11 When an employee works pre-approved extra time within a forty (40) hour work week, the
12 employee may request to have flex time off at the rate of time earned. Flex time will be tracked
13 by the Business Manager. Flex time must be taken during the school year earned unless it is
14 earned at the end of a work year.

15
16 If the leave is earned at the end of a work year, this can be carried over to the next school year
17 with prior approval from the Superintendent. The employee may also cash out any flex time not
18 used at the end of the work year.

19
20 **Section 7.3. Working Lunch.**

21 Employees requested to work through their regular lunch periods will be given time to eat at a time
22 agreed upon by the employee and supervisor. In the event the District requires an employee to forego a
23 lunch period and the employee works the entire shift, including the lunch period, the employee shall be
24 compensated for the foregone lunch period and may use flex time.

25
26 **Section 7.4. School Closure.**

27 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the
28 District will make every effort to notify each employee to refrain from coming to work. Employees
29 reporting to work shall receive a minimum of one (1) hour pay at regular hourly rate in the event of
30 such a closure. No employee shall be entitled to any such compensation in the event of actual
31 notification by the District of the closure prior to leaving home for work.

32
33 **Section 7.5. Specific Permits and Certifications.**

34 The District shall reimburse employees required to obtain/maintain specific permits or certifications in
35 order to perform required work-related duties. Employees must seek prior approval from their
36 immediate supervisor to be eligible for reimbursement. Required permits/certifications include, but are
37 not limited to Food Handler's Permit, CDL, and subsequent passenger endorsements for school Bus
38 Drivers, Paraeducator certificate(s), etc.

39
40 **Section 7.6. Assigned to a Classification.**

41 Should an employee be assigned to a classification with a lower rate of pay he/she shall be paid at the
42 higher rate of pay while performing said classification.

43
44 **Section 7.7. Request Lower Classification.**

45 Should an employee request assignment to a lower classification for his/her convenience he/she shall
46 be paid at the lower rate of pay.

1 **Section 7.8. Late Start.**

2 In the event of an emergency late start day for students, employees shall be paid for their normal daily
3 work shift.

4
5 **Section 7.9. Required School District Meetings.**

6 When employees are required to attend meetings with the School District for the purpose of orientation
7 and/or training, said employees shall receive their regular rate of pay.

8
9 **Section 7.10. Temporary Employees.**

10 Temporary employees shall be compensated at the entry level rate of the classification in which
11 employed.

12
13 **Section 7.11. Paid Meeting of Civic Organization.**

14 Employees scheduled to work on School District property on other than School District business, i.e.,
15 paid meeting of civic organization, etc., shall receive one and one-half (1 ½) times their regular rate of
16 pay for hours which exceed forty (40), other hours shall be compensated at the employees' regular rate
17 of pay.

18
19
20 **ARTICLE VIII**

21
22 **TRANSPORTATION**

23
24 **Section 8.1. Transportation Shifts.**

25 Recognizing that personnel in the Transportation classification present special shift problems, the
26 parties agree that shifts shall be established in that classification in relation to routes and driving times
27 requisite to fulfilling tasks assigned by the Supervisor of Transportation, all Bus Drivers shall receive
28 pay for one-half (½) hour per day for the purpose of bus cleanup and bus warm-up in addition to actual
29 hours of driving time. If there are thirty (30) minutes or less between assignments, the regular hourly
30 rate shall continue uninterrupted.

31
32 **Section 8.2. Guaranteed Hours Per Day.**

33 Bus Drivers shall be guaranteed a minimum of two (2) hours per shift.

34
35 **Section 8.3. Extra Trips.**

36 If extra bus trips are driven by any other regular employees of the School District, he/she shall be paid
37 his/her regular rate or the entry level rate for the Bus Drivers, whichever is greater, during actual
38 driving time. Any bus trips driven by these employees will be calculated on an hourly basis and will
39 count toward achieving salary step increases.

40
41 Any driver other than a regular driver who takes an extra bus trip shall be compensated at the entry
42 level Bus Driver rate of actual driving time.

43
44 If a regular Bus Driver takes an extra trip, he/she shall be compensated at his/her regular rate of pay for
45 actual driving time.



1 **Section 8.3.1. Posting of Extra Trips.**

2 Each extra trip shall be posted for driver consideration as soon as available. Postings shall
3 include the following information: date of trip, time of departure, origin and destination, and
4 type of activity.

5
6 **Section 8.4. Overnight Trips.**

7 When Bus Drivers are required to make extra bus trips and drivers are required to stay overnight, the
8 School District shall furnish room and board and employee will be compensated at his/her regular rate
9 of pay, excluding either (8) hours sleep/rest time per twenty-four (24) hours. When a driver forfeits
10 his/her regular route for an extra bus trip, he/she shall receive their regular rate of pay while driving the
11 bus.

12
13 **Section 8.5. Transporting of Students.**

14 School buses will be utilized to transport students whenever feasible. When such vehicles are used,
15 they will be driven by personnel employed as Transportation employees within the bargaining unit
16 subject to this Agreement.

17
18 **Section 8.6. Trip Committee.**

19 A three (3) member committee shall be formed, consisting of the Transportation Supervisor, a
20 representative from the drivers, and a third party acceptable to both. This committee will meet at the
21 request of either the District or the Association for the purpose of establishing ground rules for such
22 unique transportation problems as may from time to time occur.

23
24 **Section 8.7. Special Education Bus Runs.**

25 The District agrees to assign an educational assistant to bus runs carrying special education students,
26 providing the student's I.E.P. (Individual Educational Plan) recommends such student supervision due
27 to the student's individual handicap. Whenever possible, a sub driver will fill in when the educational
28 assistant assigned to the bus is absent and will be paid at the educational assistant rate.

29
30 **Section 8.8. Driving Times.**

31 All driving times for Bus Drivers shall be in accordance with WAC 392 145.

32
33 **Section 8.9. Cancelled Trips.**

34 Drivers who show up for a trip that has been cancelled, without the driver's notification, shall receive a
35 minimum one (1) hour ("show up") time pay at their regular rate.

36
37 **Section 8.10. Stand-By Time.**

38 All stand-by time shall be compensated at fifty percent (50%) of the appropriate driving time rate or
39 one hundred percent (100%) of the Washington State minimum hourly wage rate in effect at the time
40 of the occurrence, whichever is greater.

41
42 **Section 8.11. License and Endorsements.**

43 Employees who are required by the District to maintain a valid license, endorsement, Commercial
44 Driver's License (CDL) and medical examination required every two years for a CDL endorsement
45 will be reimbursed for co-pay or other out-of-pocket costs he/she incurs. The Washington State
46 licensing fee schedule will be used to determine fee costs. Employees shall present documentation of
47 expenses to the District Office for reimbursements.

1 **Section 8.12. Additional Contract.**

2 Employees who work additional contracts, i.e., coaching and advising, will not be deducted from their
3 leave banks to fulfill their obligations. Employees may leave at the same time students are released as
4 per the Athletic Handbook to attend the student function.
5

6
7 **ARTICLE IX**

8
9 **HOLIDAYS AND VACATIONS**

10
11 **Section 9.1. Paid Holidays.**

12 All employees shall receive the following paid holidays, provided they are working during the holiday
13 period:

- | | | |
|----|--------------------------------------|---------------------------|
| 14 | 1. New Year's Day | 7. Labor Day |
| 15 | 2. Martin Luther King Jr.'s Birthday | 8. Thanksgiving Day |
| 16 | 3. Memorial Day | 9. Day after Thanksgiving |
| 17 | 4. Veterans' Day | 10. Christmas Day |
| 18 | 5. Independence Day | 11. President's Day |
| 19 | 6. Juneteenth | |
| 20 | | |

21
22 Intent: It is understood that this means those who work summer school and the holiday falls during
23 their work week, the employee will be paid according to the summer rate and hours.
24

25 **Section 9.1.2. Worked Holidays.**

26 Employees who are required to work on the above-described holidays shall receive the holiday pay due
27 them plus time and one-half (1 ½) for the worked holiday.
28

29 **Section 9.1.3. Holidays During Vacation.**

30 Should a holiday occur while an employee is on vacation, the employee shall be allowed to
31 take one (1) extra day of vacation with pay in lieu of the holiday.
32

33 **Section 9.2. Vacations.**

34 Any persons covered by this Agreement who are employed in positions based on a two hundred sixty
35 (260)-day employment status over a period of twelve (12) months shall earn vacation at the following
36 rate and shall be paid at their regular wage scale:
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<u>Years of Service</u>	<u># of Vacation Days Acquired</u>
1 – 2 Years	10 workdays
3 Years	11 workdays
4 – 5 Years	15 workdays
6 – 7 Years	16 workdays
8 – 9 Years	17 workdays
10 – 11 Years	18 workdays
12 – 13 Years	19 workdays
14 – 15 Years	20 workdays
16 – 17 Years	22 workdays
18 – 19 Years	24 workdays
20 + Years	26 workdays

Section 9.2.1. Time on Layoff or Authorized Leave of Absence.

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 9.2.2. Vacation Accrual.

School District employees may carry over their vacation from the contract year it was earned to the next contract year up to a maximum of eleven (11) vacation days per annual transfer.

Section 9.2.3. Vacation Requests.

Time of vacation shall be mutually agreed upon between the School District and the employee on such time as will least interfere with the functions of the School District, but which accommodates the employee’s desires to the greatest feasible time.

ARTICLE X

LEAVES

Section 10.1. Leave for Illness and Injury.

Section 10.1.1. Sick Leave Days.

Each employee subject to this Agreement shall accumulate one (1) day of sick leave for each calendar month worked. Sick leave will be vested when earned and may be accumulated up to the amount allowable by law, provided that any employee who works one hundred eighty (180) or more days per school year will accumulate a minimum of ten (10) days sick leave. The employee will be entitled to the projected number of sick leave at the beginning of the school year. Sick leave benefits will be paid on the basis of base hourly rate applicable to the employee’s normal daily work shift at the time the sick leave is taken. Accounting of sick leave and vacation will be shown on the pay stub. Employees may use sick leave in one-half (½) hour increments. Employees are eligible to use sick leave for an absence resulting from the employee, or family member’s, mental or physical illness, injury, or health condition; to accommodate the employee’s (or family member’s) need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or for an employee’s (or



1 family member's) need for preventive care. Employees are eligible to use accrued sick leave
2 pursuant to RCW 49.46.210.

3
4 **Section 10.1.2. Sick Leave Credit.**

5 Employees who have accrued sick leave while employed by another public school district in
6 the State of Washington may be given credit for such accrued sick leave upon employment by
7 the District after verification of leave and approval by the District. RCW 28A.400.300 (i)

8
9 **Section 10.1.3. L&I Insurance.**

10 In the event employees are absent for reasons which are covered by Industrial Insurance, the
11 District shall pay the employee an amount equal to the difference between the amount paid the
12 employee by the Department of Labor and Industries and the amount the employee would
13 normally earn.

14
15 A deduction shall be made from the employee's accumulated sick leave in accordance with the
16 amount paid to the employee by the District.

17
18 **Section 10.1.4. Sick Leave Sharing.**

19 Employees may utilize a share leave process on a case-by-case basis pursuant to RCW
20 28A.400.380.

21
22 **Section 10.1.5. Employee Attendance Incentive Program.**

23 In January of the year following any year in which a minimum of sixty (60) days of sick leave
24 is accrued and each January thereafter, any eligible employee may exercise an option to receive
25 remuneration for unused sick leave accumulated at a rate equal to one (1) day's monetary
26 compensation of the employee for each four (4) full days of accrued sick leave in excess of
27 sixty (60) days. Sick leave for which compensation has been received shall be deducted from
28 accrued leave at the rate of four (4) days for every one (1) day's monetary compensation, per
29 RCW 28A.400.210.

30
31 Furthermore, at the time of retirement from District employment, an eligible employee or the
32 employee's estate shall receive remuneration at a rate equal to one (1) day's compensation of
33 the employee for each four (4) full days of accrued sick leave, per RCW 28A.400.210.

34
35 **Section 10.1.6. Leave Without Pay.**

36 The supervisors may grant an employee leave without pay up to five (5) days. After the
37 employee's accumulated five (5) days, the Superintendent may at his/her discretion, grant the
38 employee leave without pay. Consideration will be given to unforeseen and/or unplanned
39 circumstances, availability of substitutes, availability of other leave options, and duration or
40 frequency of leave without pay requests from the same employee.

41
42 **Section 10.2. Bereavement Leave.**

43 Employees will be granted up to five (5) days bereavement leave per death in the immediate family.
44 Immediate family for the purposes of this section shall mean husband, significant other, father,
45 grandmother, grandfather, sister, brother, wife, mother, daughter, son, granddaughter, grandson,
46 mother-in-law, father-in-law, immediate step relatives, daughter-in-law, son-in-law, sister-in-law,
47 brother-in-law, aunt, and uncle. The employee may request to use sick leave to extend the bereavement
48 activity upon prior approval from the Superintendent or designee.

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Section 10.3. Judicial Leave.

Employees required to report to jury duty shall be paid the difference between the jury duty compensation they receive and their regular workday wage.

Section 10.3.1. Subpoena.

Appearance before a court, legislative committee, or judicial body as a witness in response to subpoena or other legal directive shall be approved as an authorized workday and the employee shall receive his/her regular wage; however, the School District shall reduce the leave pay by the amount paid to such employees for such appearance.

Section 10.4. Personal Leave.

- A. Each employee shall have four (4) personal leave days per year with pay at their regular pay. Employees shall not be required to state reasons for such leave other than they are taking it under this section. Personal leave may be expended in half (½) hour increments according to the number of hours in the employee’s shift in the current school year. Personal leave day will be arranged with the administrative staff at least twenty-four (24) hours before leave is to be taken. The principal/supervisor may limit personal leave to no more than one (1) employee on any one day. There shall be no personal leave on the first or last day of school or the day before or after a holiday unless approved by the supervisor and or Superintendent.
- B. Two (2) personal days shall be allowed to accumulate to the next year. The maximum number of days that may accumulate for any given year is six (6).
- C. Employees shall be eligible to cash in unused personal leave days in excess of two (2) days accrued leave annually. Employees shall receive monetary compensation in exchange for cashed-in unused personal leave days at a rate of one (1) day’s monetary compensation per one (1) day of accrued personal leave days in excess of two (2) days accrued.

Section 10.5. Leave of Absence.

Section 10.5.1. Leave of Absence Request.

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

Section 10.5.2. Employee Returning From Leave of Absence.

The returning employee will be assigned to the position occupied before the leave of absence. If the position is not available, the employee will be assigned to a similar position in pay and benefits. (See Section 11.10.1) Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the employer to inform replacement employees of these provisions.

Section 10.5.2.1. Fill In for Leave of Absence Employees.

Regular employees shall have the opportunity to fill in for employees on leave using their seniority. This applies to a leave of absence. Whenever an employee is assigned to



1 a classification which is a high rate of pay, he/she shall be paid the higher rate while
2 performing the work of said classification.

3
4 **Section 10.5.3. Benefits Retained.**

5 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
6 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
7 the employee is on leave of absence; if such leave is approved for extended illness or injury,
8 seniority shall accrue. In no case shall seniority accrue for more than two (2) years. Employees
9 who are granted a paid leave of absence will continue to pay Union dues while on paid leave.

10
11 **Section 10.5.4. Scheduled Return From Leave of Absence.**

12 Employees on an approved leave of absence will not be allowed to return from the leave prior
13 to the end of the scheduled leave unless early return is approved by the District.

14
15 **Section 10.6. Family Medical Leave Act (FMLA).**

16 The employer agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and its
17 regulations and the state law and its regulations for all eligible employees of the bargaining unit. The
18 District agrees to allow any half (½)-time, seven hundred twenty (720 hours) or more employees, to
19 have eligibility to FMLA.

20
21 **Section 10.7. Paid Family Medical Leave.**

22 Commencing January 1, 2020, an employee shall be eligible to receive Paid Family and Medical Leave
23 (PFML) under the Washington State Family and Medical Leave and Insurance Act as per RCW
24 50A.04. To be eligible for this leave, employees must have worked a minimum of eight hundred
25 twenty (820) hours within the past calendar year. Such leave shall be used consecutively with the
26 employee's other leave entitlements unless the employee elects otherwise. The District shall maintain
27 health insurance benefits during the period approval of PFML in accordance with the law.

28
29 The Employment Security Department (ESD) determines eligibility for PFML. Employees who wish
30 to apply for PFML should contact ESD.

31
32 **Section 10.8. Emergency Leave.**

33 Emergency leave may be granted pursuant to Board Policy #5403.

34
35
36 **ARTICLE XI**

37
38 **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

39
40 **Section 11.1. Seniority.**

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

44
45 **Section 11.2. Probationary Period.**

46 Each new hire shall remain in a probationary status for a period of not more than thirty (30) workdays
47 following the hire date. A review of the new hire shall take place within thirty (30) workdays from the
48 hire date. During the probationary period, the District may discharge such employee at its discretion.

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Section 11.3. Completion of Probationary Period.

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

Section 11.4. Reasons for Loss of Seniority.

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

- A. Resignation.
- B. Discharge for justifiable cause.
- C. Retirement.

Section 11.5. Reasons for Retention of Seniority.

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

- A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
- B. Time on leave of absence granted for purpose of serving in the Armed Forces of the United States.
- C. Time spent on other authorized leaves.

Section 11.6. Seniority Rights Within Classification.

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 11.7. Rights of Seniority.

The employee with the earliest hire date shall have absolute 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 jobs or positions, and layoffs 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, the District shall set forth in writing to the employee or employees and the Organization’s grievance committee chairperson its reasons why the senior employee or employees have been bypassed.

Section 11.8. Changing Job Classifications.

Employees who change job classifications within the bargaining unit shall retain their seniority dates in the previous classification(s) for a period of two (2) years, notwithstanding that they have acquired a new classification seniority date.

Section 11.9. Posting of Open Positions.

Within ten (10) workdays of a vacancy or any new position, the District will post or eliminate the new or vacated position. The District shall publicize within the bargaining unit for five (5) workdays via e-mail the availability of the open position. A copy of the job posting shall be forwarded to the President of the Association and to the Association representative of the classification concerned.



1 **Section 11.10. Initiation of Layoff.**

2 Prior to the last day of school, the Board shall determine whether enrollment decline or lack of
3 financial resources of the District will be adequate to permit the District to maintain its services
4 substantially at the same level for the following school year.

5
6 **Section 11.10.1. Responsibilities of Laid Off Employees.**

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

11
12 **Section 11.10.2. Bumping Rights.**

13 Whenever a classified employee’s position is terminated (program cut) or an employee is laid
14 off, the senior employee shall have the right to “bump” an employee with less seniority within
15 the same job classification, or a previously held classification, if qualified according to District
16 determined criteria, even if the junior employee has more hours.

17
18 **Section 11.11. Notification to Non-Annual Employees.**

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

21
22 **Section 11.11.1. Notification of Discharge or Layoff.**

23 Should the District decide to discharge or layoff any non-annual employee, the employee will
24 be so notified in writing prior to last day of school.

25
26 **Section 11.11.2. Employee Misconduct.**

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

29
30 **Section 11.11.3. Limit of Operation.**

31 Nothing contained in this section shall in any regard limit the operation of other sections of this
32 article.

33
34 **Section 11.11.4. Reasonable Assurance.**

35 Employees will be notified in writing by the last day of school of the District’s intent to rehire
36 for the following school year.

37
38 **Section 11.12. Intent of Discharge or Layoff.**

39 Except in extraordinary cases, and as otherwise provided in this article, the District will give
40 employees a two (2) week notice of intention to discharge or layoff.



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ARTICLE XII

EVALUATIONS, DISCIPLINE, AND DISCHARGE OF EMPLOYEES

Section 12.1. Evaluations.

All employees will be evaluated by their immediate supervisor at least once annually prior to June 1. New employees will be evaluated within thirty (30) calendar days of hire. Each supervisor shall address concerns within ten (10) working days of becoming aware of the event throughout the school year with the employee. Shall the supervisor fail to address concerns within a reasonable timeframe prior to the evaluation with the employee, the concerns within the above timeframe shall not be placed on the evaluation form. The employee and supervisor will meet to discuss the evaluation. The employee, if desired, will have ten (10) workdays to attach comments to the evaluation. The annual evaluation will become a part of the employee's permanent record. The employee's signature signifies receipt of the evaluation, but not necessarily agreement.

An employee with an unsatisfactory evaluation will have an immediate improvement plan set up between the employee and supervisor to correct the unsatisfactory condition(s). The improvement plan shall include regular and frequent meetings between the employee and supervisor to track progress. In the event the expectations of the improvement plan are not met, grounds for termination may exist. The employee will be allowed to apply for an open position.

Section 12.2. Discharge of an Employee.

The District shall have the right to discipline or discharge an employee for justifiable cause. (Note: See Appendix B, Just Cause.) The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

ARTICLE XIII

INSURANCE AND RETIREMENT

Section 13.1. School Employee Benefits Board (SEBB) Program.

Beginning January 1, 2020, and each year thereafter, the District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for employee health insurance for all employees, including substitutes, who meet the eligibility requirements outlined below. The employer contribution will be equal to the state-funded allocation rate and will be paid throughout the school year. Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees. For purposes of benefits provided under SEBB, school year shall mean September through August.

Section 13.1.1. Health Care Authority Retiree Subsidy.

Employees are currently enrolled in the School Employees Benefit Board (SEBB) insurance. This insurance premium includes HCA retiree subsidy and is included in the monthly premium. If there is a time when SEBB does not include the HCA as part of its premium or if any other insurance is selected by PSE and the District HCA will be negotiated at that time.

1 **Section 13.2. Insurance Information.**

2 The District agrees to provide timely information about SEBB insurance plans to eligible employees
3 during the year (as required or recommended by SEBB) and at each open enrollment period.
4 Enrollment will be from October 1 to November 15 of each year, or as otherwise set by SEBB.

5
6 **Section 13.3. Employee Eligibility.**

7 The District agrees to follow SEBB eligibility rules for employees, including substitutes, who are
8 anticipated to work six hundred thirty (630) hours or more per school year. In addition to themselves,
9 individual employees may also cover any dependents deemed eligible under current or future SEBB
10 requirements.

11
12 **Section 13.4. Changes to SEBB.**

13 Should SEBB requirements change during the term of this Agreement, the parties agree to renegotiate
14 the terms of this section with the intent to meet all state requirements regarding health insurance
15 benefits for employees.

16
17 **Section 13.5. Tort Liability Insurance.**

18 The District shall provide tort liability insurance coverage for all employees subject to this Agreement
19 during working hours.

20
21 **Section 13.6. State Industrial Insurance.**

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

24
25 **Section 13.7. WA State Public Employees Retirement System.**

26 The District will follow requirements and guidelines as established by the Washington State Public
27 Employees Retirement System.

28
29
30 **ARTICLE XIV**

31
32 **STAFF DEVELOPMENT**

33
34 **Section 14.1. Vocational Improvement.**

35 In the mutual interests of the District and Association, the District shall cause funds to be available
36 which may be used by employees subject to this Agreement for vocational improvement.

37
38 **Section 14.2. Funding.**

39 Such funds may be utilized for the following purposes:

- 40
41 • Wages and reimbursement for costs, including but not limited to, mileage, meals, and hotel for
42 employees subject to this Agreement to attend recognized and approved professional
43 development.
44
45 • Expenses and materials to establish courses of study within the confines of the District which
46 would be of mutual benefit to the employee and the District.
47



- Purchase of recognized professional development courses from local, state, or national educational institutes which would improve the potential of employees subject to this Agreement.

ARTICLE XV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 15.1. Association Membership.

Each employee subject to this Agreement has the right to become an Association member in good standing by paying monthly dues. Maintaining membership with the association entitles the employee to additional benefits of Union membership. The Association shall be the custodian of record in regard to employee's Association membership.

Section 15.2. New Hire Notification.

The District will notify the Association of all new hires within ten (10) workdays of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this article.

Section 15.3. Checkoff.

The District shall deduct PSE dues, assessments, and any/all voluntary contributions to the Association from the gross pay of any employee who authorizes such deductions in writing in accordance with applicable law and pursuant to this article of the Agreement. The District shall transmit all such monies deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis. The District shall electronically transmit the dues remittal information to the Public School Employees of Washington/SEIU Local 1948 at the time the funds are remitted.

Section 15.3.1. Voice Authorization/E-Signature Authorization.

The District agrees to accept dues authorizations via voice authorization or by E-signature in accordance with "E-SIGN." The Association will, upon request, provide a list of those members who have authorized Association membership via voice authorization to the District. In addition, the Association will provide, upon request, access for the District to the .wav (or other digital format) files associated with the voice authorization. PSE will be the custodian of all records related to voice/E-signature authorizations. The Association agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of those records.

Section 15.4. Local PSE Dues.

Once during each school year on the employee's initial pay warrant, the District shall deduct local Chapter dues from the pay of all members of the Association and remit to the chapter treasurer. Prior to September 1, the amount of said deduction shall be conveyed to the District by the Chapter President.

Section 15.5. Committee on Political Empowerment (C.O.P.E.)

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

1 check separate from the Union dues transmittal. Section 15.3 of the Collective Bargaining Agreement
2 shall apply to these deductions.
3

4 5 **ARTICLE XVI**

6 7 **GRIEVANCE PROCEDURE**

8 9 **Section 16.1. Grievance Complaints.**

10 Grievances or complaints arising between the District and its employees within the bargaining unit
11 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
12 terms and conditions of this Agreement, shall be resolved in strict compliance with this article.
13

14 **Section 16.2. Grievance Steps.**

15 16 **Section 16.2.1. Step 1.**

17 Employees shall first discuss the grievance with their immediate supervisor. If employees so
18 wish, they may be accompanied by an Association representative at such discussion. All
19 grievances not brought to the immediate supervisor in accordance with the preceding sentence
20 within ten (10) workdays of the occurrence or reasonable knowledge of the occurrence of the
21 grievance shall be invalid and subject to no further processing. The supervisor shall have five
22 (5) days to respond.
23

24 **Section 16.2.2. Step 2.**

25 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
26 subsection, the employee shall reduce to writing a statement of the grievance containing the
27 following:
28

- 29 A. The facts on which the grievance is based.
- 30 B. A reference to the provisions in this Agreement which have been allegedly violated.
- 31 C. The remedy sought.
32

33 The employee shall submit the written statement of grievance to the immediate supervisor for
34 reconsideration and shall submit a copy to the Superintendent's office. The parties will have
35 five (5) workdays from submission of the written statement of grievance to resolve it by
36 indicating on the statement of grievance the disposition. If an agreeable disposition is made, all
37 parties to the grievance shall sign it.
38

39 **Section 16.2.3. Step 3.**

40 If no settlement has been reached within the five (5) days referred to in the preceding
41 subsection, and the Association believes the grievance to be valid, a written statement of
42 grievance shall be submitted within fifteen (15) workdays to the District Superintendent or the
43 Superintendent's designee. After such submission, the parties will have ten (10) workdays from
44 submission of the written statement of grievance to resolve it by indicating on the statement of
45 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
46 sign it.
47

1 **Section 16.2.4. Step 4.**

2 If no settlement has been reached within the ten (10) days referred to in the preceding
3 subsection, a written statement of grievance shall be submitted within fifteen (15) workdays to
4 the District Board of Directors. After such submission, the parties will have thirty (30)
5 workdays from submission of the written statement of grievance to resolve it by indicating on
6 the statement of grievance the disposition. If an agreeable disposition is made, all parties to the
7 grievance shall sign it. The Board of Directors reserves the right to summon the employee for
8 an oral statement of the grievance. The employee reserves the right to appear before the Board
9 of Directors to explain the grievance. At any appearance before the Board of Directors, the
10 employee may be accompanied by an Association representative or designee.

11 **Section 16.2.5. Step 5.**

12 If the Association is not satisfied with the disposition of the grievance by the Board or if no
13 disposition has been made within the period above provided, the grievance, may be submitted
14 before an impartial arbitrator. The Association shall exercise its right of arbitration by giving
15 the Superintendent written notice of its intention to arbitrate within twenty (20) school days of
16 receipt of the written disposition of the Board. If the parties cannot agree as to the arbitrator
17 within five (5) calendar days from the notification date that arbitration will be pursued, the
18 arbitrator shall be selected by the American Arbitration Association in accord with its rules,
19 which rules shall likewise govern the arbitration proceeding, except as provided in "Jurisdiction
20 of the Arbitrator". The Board and the Association shall not be permitted to assert in such
21 arbitration proceeding any ground rule, except as provided in "Jurisdiction of the Arbitrator," or
22 to rely on any evidence not previously disclosed to the other party. The decision of the
23 arbitrator shall be final and binding upon both parties.

24 **Section 16.3. Arbitration Costs.**

25 Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if
26 any, shall be shared equally by the parties.

27 **Section 16.4. Jurisdiction of the Arbitrator.**

28 The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The
29 arbitrator shall confine his inquiry and decision to the specific area of the Agreement as cited in the
30 grievance form. The arbitrator shall not substitute his knowledge for the expressed provisions of the
31 contract under question. Upon request of either party, the merits of a grievance and the substantive and
32 procedural issues arising in connection with the grievance may be consolidated for hearing before an
33 arbitrator, provided the arbitrator shall not resolve the question of a grievance prior to having heard the
34 merits of the grievance.

35
36
37
38
39
40 **ARTICLE XVII**

41
42 **TRANSFER OF PREVIOUS EXPERIENCE**

43
44 **Section 17.1. State of Washington Longevity Credits.**

45 Any new hire who has previously been employed by any school district in the State of Washington and
46 is hired to perform work similar to that in which previously engaged, shall be given longevity credits in
47 the District in accordance with this Article. RCW.28A.400.300 (i)

1 **Section 17.2. Transfer of Prior Work Experience.**

2 The new hire shall be permitted to transfer one (1) year for each full year of prior work experience.

3
4 **Section 17.3. Longevity Credit Transfers.**

5 The longevity credit so transferred shall be applicable to all benefits herein including Schedule A,
6 except the seniority provisions.

7
8
9 **ARTICLE XVIII**

10
11 **SALARIES AND EMPLOYEE COMPENSATION**

12
13 **Section 18.1. Employee Compensation.**

14 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
15 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours
16 worked, with each pay check. Each year the Business Manager will provide a letter at the beginning of
17 the year that shows the hourly rate of pay. Also, the Business Manager will show employees how they
18 can access their hourly rate of pay on Skyward.

19
20 **Section 18.2. Schedule A Hourly Rates.**

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

23
24 **Section 18.2.1. Schedule A.**

25 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the
26 terms and conditions of Article XIX, Section 19.3. Should the date of execution of this
27 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive
28 to the effective date.

29
30 **Section 18.2.2. Retroactive Pay.**

31 Retroactive pay, where applicable, shall be paid on the first regular payday following execution
32 of this Agreement, but in no case later than the next pay period after the pay period above.

33
34 **Section 18.2.3. Incremental Step Increase.**

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

38
39 **Section 18.2.4. Changing Job Classifications.**

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

42
43 **Section 18.3. Mileage Reimbursement.**

44 Any employee required to travel as a condition of employment from one site to another in a private
45 vehicle during working hours shall be reimbursed for such travel at the current state mileage rate when
46 a District vehicle is not available and by prior approval of the Superintendent and Principal.



1 **Section 18.4. Overnight Travel.**

2 Employees required to remain overnight on District business shall be reimbursed for room and board
3 as per Board established rates. Employees will be required to obtain prior approval and will provide
4 receipts to justify reimbursement.

5
6 Bus drivers will not be expected to share rooms with other trip participants unless the person is another
7 bus driver - (same gender).

8
9 When a District vehicle is not available the employee may use their private vehicle with prior approval
10 from the Superintendent. The employee will be reimbursed at the Board's approved District mileage
11 reimbursement rate.

12
13 **Section 18.5. Open House Compensation.**

14 Employees shall be paid for working open houses if required. Employees shall be paid their regular
15 rate for courses when attendance is directed by the District.

16
17 **Section 18.6. Students with Personal Needs.**

18 Paraeducators regularly assigned to assist with student personal needs (including but not limited to:
19 Daily toileting, diaper changing, bathing, catheterization, tube feeding, etc.) shall receive an extra one
20 dollar (\$1.00) per hour during the time such student needs are served by the Paraeducator. Upon
21 completion of the assignment, the Paraeducator will receive a written notice that the assignment has
22 ended, and the extra hourly pay will cease. The Paraeducator shall receive the additional one dollar
23 (\$1.00) per hour for all hours worked in half (½) day increments.

24
25 **Section 18.6.1. Paraeducator Duties.**

26 When not performing required and necessary supervisory functions, Paraeducators shall assist
27 students during the student's academic hours. Paraeducators shall be responsible for using non-
28 academic hours to collaborate with teachers, prepare materials for instruction, take part in
29 planning professional development, or work on required certificates, licenses, or any state-
30 required classes related to the position of a Paraeducator.

31
32 **Section 18.7. School Librarian Work Year.**

33 Beginning in the 2019-2020 school year, the Creston School Librarian's annual work contract shall be
34 increased by two (2) days over the amount of contracted workdays for the 2018-2019 school year.

35
36 The Creston School Librarian's annual work contract may be increased by up to fifteen (15) additional
37 hours if necessary to complete book inventory.

38
39 **Section 18.8. Paraeducators Fundamental Course of Study Requirements.**

40 Fundamental Course of Study (FCS): The District will provide the required amount of paid training
41 and associated costs on the state standards of practice for all Paraeducators.

42
43 All training hours will be paid at the employee's regular rate of pay and shall be included in all
44 benefits that are based upon hours of work per year. The District must provide twenty-eight (28) hours,
45 or hours prescribed by the Professional Educational Standard Board (PESB) and funded by the State of
46 paid training and associated costs on the state standards of practice for all paraeducators. The District
47 will also provide access to computers and other technology needed to be successful in obtaining the

1 FCS certification. Professional development hours to include clock hours will be offered by the
2 District at no charge to the employee.

3
4 **Section 18.9. Tool Stipend.**

5 The Custodian/Maintenance employees, who benefit the District with the use of their personal tools,
6 will receive an annual three hundred dollars (\$300.00) stipend or can be reimbursed with a receipt up
7 to three hundred dollars (\$300.00) for personal tools that may benefit the District. The employee can
8 annually decide which option they would like to use.

9
10
11 **ARTICLE XIX**

12
13 **SAFETY**

14
15 **Section 19.1. District Safety.**

16 Since it is mutually recognized by the parties to this Agreement that safety within the confines of the
17 School District is paramount, the School District may provide first aid courses to all classified
18 employees in the School District. It is agreed that all employees will be required to attend these courses
19 as a condition of employment. It is agreed that all employees shall be vigilant in seeking out unsafe or
20 hazardous objects or situations and will report such safety hazards to the appropriate personnel for
21 correction.

22
23
24 **ARTICLE XX**

25 **TERMS AND SEPARABILITY OF PROVISIONS**

26
27
28 **Section 20.1. Term of this Agreement.**

29 The term of this Agreement shall be September 1, 2024, through August 31,2027.

30
31 **Section 20.2. Provisions of this Agreement.**

32 All provisions of this Agreement shall be applicable to the entire term of this Agreement from its
33 execution date, except as provided in the following section.

34
35 **Section 20.3. Reopeners.**

36 This Agreement may be reopened and modified at any time during the term upon mutual consent of the
37 parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate
38 Schedule A, insurance benefits, and as necessary to consider the impact of any legislation enacted
39 following execution of this Agreement which may arguably affect the terms and conditions herein or
40 create authority to alter personnel practices in public employment. It is further provided that any and
41 all state funding shall be passed through to all classified staff at the full percentage rate per employee
42 and applied to salaries and benefits.

43
44 **Section 20.4. Invalid Provisions.**

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

1 **Section 20.5. Conflicts With State or Federal Statutes/Regulations.**

2 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with
3 state or federal statutes or regulations promulgated pursuant thereto.

4
5 **Section 20.6. Reopener Provisions.**

6 In the event either of the two (2) previous sections is determined to apply to any provision of this
7 Agreement, such provision shall be renegotiated pursuant to Section 20.3.

8
9 **Section 20.7. Disclosure Laws.**

10 Nothing in the Agreement precludes the District from providing documents in accordance with public
11 disclosure laws. The District will notify the employee and the Union before releasing any requested
12 record. Employees shall have four (4) business days to notify the District if they plan to file an
13 injunction blocking the request.

14
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22
23
24 **SIGNATURE PAGE**

25
26
27
28
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31
32
33
34
35 PUBLIC SCHOOL EMPLOYEES OF
36 WASHINGTON / SEIU LOCAL 1948

37
38 CRESTON CHAPTER

38 CRESTON SCHOOL DISTRICT #73

39
40
41 BY: /E-signed by Terri Bohnet/
42 Terri Bohnet, Chapter President

41 BY: /E-signed by Jay Tyus/
42 Jay Tyus, Superintendent

43
44 DATE: July 30, 2024

44 DATE: July 25, 2024



SCHEDULE A – 2024-2025

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
CLASSIFICATIONS	<u>Year 0-1</u>	<u>Year 2-3</u>	<u>Year 4-5</u>	<u>Year 6-7</u>	<u>Year 8-9</u>	<u>Year 10-11</u>	<u>Year 12-13</u>	<u>Year 14-15</u>	<u>Year 16-17</u>	<u>Year 18-19</u>	<u>Year 20+</u>	<u>Year 25+</u>	<u>Year 30+</u>
<u>CUSTODIAN/MAINTENANCE</u>											Add \$0.25	Add \$0.50	Add \$1.00
Maintenance/Custodian	\$18.61	\$19.17	\$19.75	\$20.34	\$20.95	\$21.58	\$22.23	\$22.89	\$23.58	\$24.29	\$24.54	\$25.04	\$26.04
<u>FOOD SERVICE</u>													
Cook Director/Supervisor	\$21.60	\$22.25	\$22.92	\$23.60	\$24.31	\$25.04	\$25.79	\$26.57	\$27.36	\$28.18	\$28.43	\$28.93	\$29.93
*Food Service Cashier by Paraeducator at hourly rate of pay													
<u>PARAEDUCATOR</u>													
*Paraeducator	\$19.51	\$20.10	\$20.70	\$21.32	\$21.96	\$22.62	\$23.30	\$23.99	\$24.71	\$25.46	\$25.71	\$26.21	\$27.21
Librarian	\$19.51	\$20.10	\$20.70	\$21.32	\$21.96	\$22.62	\$23.30	\$23.99	\$24.71	\$25.46	\$25.71	\$26.21	\$27.21
*Paraeducators that serve students with special needs will receive one dollar (\$1.00) per hour increase as per section 18.6.													
<u>TRANSPORTATION</u>													
Bus Mechanic	\$24.41	\$25.14	\$25.90	\$26.67	\$27.47	\$28.30	\$29.15	\$30.02	\$30.92	\$31.85	\$32.10	\$32.60	\$33.60
Bus Driver	\$21.40	\$22.05	\$22.55	\$23.23	\$23.92	\$24.64	\$25.38	\$26.14	\$26.93	\$27.73	\$27.98	\$28.48	\$29.48
<ul style="list-style-type: none"> • The School District will recognize years of experience based on their hire date within their job classification when an employee is promoted to the next job description. • Hours will be determined by the use of time sheets. • The School District will use a twelve (12) month pay basis. • Must maintain 3% differential between steps 1 through step 10. • Paraeducators who earn one or both of the subject matter certificates (additional \$0.50 per hour). Advanced paraeducator certificate will earn an additional \$0.50 per hour. • This pay will commence at the beginning of the school year after the certificate is earned. • 3.7% added to base for 24-25/Extra \$2 added to base after 3.7% for Paraeducator lines. • 25-26 Wage Openers • 26-27 Wage Openers 													



APPENDIX A

Weingarten Rights: Employee Right to Union Representation

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at the meeting. Without representation, I will attend the meeting and follow lawful orders, but I choose not to answer any questions.”

WEINGARTEN RIGHTS

Under the Supreme Court's Weingarten decision, when an interview for investigation occurs, the following rules apply:

RULE 1: The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

RULE 2: After the employee makes the request, the employer must choose from among three options. The employer must either:

- Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; or
- Deny the request and end the interview immediately; or
- Give the employee a choice of (1) having the interview without representation or (2) ending the interview.

RULE 3: If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice, and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

Weingarten Rights: Employee Right to Union Representation

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at the meeting. Without representation, I will attend the meeting and follow lawful orders, but I choose not to answer any questions.”

- **If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation.**
- **Management is not required to inform the employee of his/her Weingarten rights.**
- **It is the employee’s responsibility to know and request.**

National Labor Relations Board (NLRB) vs. Weingarten, Inc., 1975 U.S. Supreme Court

APPENDIX B

What Does “Just Cause” Mean?

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

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

APPENDIX C

PSE Grievance Form Sample



Grievance Number: _____ Employer: _____

Chapter: _____

PSE Filed: Step 1 _____ Step 2 _____ Step 3 _____ Step 4 _____ Step 5 _____

Employer Response: Step 1 _____ Step 2 _____ Step 3 _____ Step 4 _____ Step 5 _____

Grievant's Name: _____

Address: _____
(Mailing Address) (City) (Zip)

Home Phone: _____ Cell Phone: _____

Email Address: _____

Position Title: _____ Hire Date: _____

SUBMITTAL INFORMATION:

I, _____, submit this grievance to _____
on _____, for investigation and resolution.
(Date)

If the grievance is submitted by an Association representative, complete the following:

I certify that I am a _____ and have been authorized by the grievant
(Association Position) named above to file this grievance.

STATEMENT OF GRIEVANCE:

A. Facts on Which Grievance is Based: (if additional space is needed, please use back of form or an attachment).

B. Provisions of Agreement Allegedly Violated: (Article and Section Numbers).

C. Remedy Sought:

Type of Grievance (Circle One):

- | | | |
|-------------------------|---------------------------|-----------------------|
| Bargaining Unit Work | Charter / Sub-Contracting | Termination |
| CBA / I / Benefits | Discipline | State Grievance Panel |
| CBA / I / Evaluations | EEO Complaint | ULP / Bargaining |
| CBA / I / Hours | Grievance Mediation | ULP / Interference |
| CBA / I / Miscellaneous | Representation Issues | Unit Clarification |
| CBA / I / Pay | Seniority Bypass | Miscellaneous _____ |

Signature of Party Submitting Grievance: _____ Date: _____

