# COLLECTIVE BARGAINING AGREEMENT BETWEEN EATONVILLE SCHOOL DISTRICT #404

### AND

# PUBLIC SCHOOL EMPLOYEES OF EATONVILLE SCHOOL DISTRICT #602

SEPTEMBER 1, 2023 - AUGUST 31, 2026



Public School Employees of Washington/SEIU Local 1948 P O Box 798 Auburn, WA 98071 1.866.820.5652 www.pseclassified.org

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1	PREAMBLE
2 3 4 5 6 7	This Agreement is made pursuant to RCW 41.56; and is between the Eatonville School District #404 (hereinafter called "Management" or "District") and Public School Employees of Eatonville (hereinafter called the "Association"), an affiliate of the Public School Employees of Washington Association.
8 9	ARTICLE I
10 11	<b>RECOGNITION AND COVERAGE OF AGREEMENT</b>
12 13 14 15 16	Section 1.1. Exclusive Representation. The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing the interests of all such employees.
17 18 19 20 21	<u>Section 1.2. Non-Bargaining Unit Positions.</u> Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or superintendent of the District pursuant to RCW 41.56.030.
22 23 24 25 26	<u>Section 1.3. Bargaining Unit Classifications.</u> The bargaining unit to which this Agreement is applicable is as follows: Transportation, Child Nutrition, Custodial-Maintenance-Grounds, Paraeducators, Specialists, Technology, Pool, and Secretarial-Clerical. Central Office Staff are specifically exempted.
27 28 29 30 31	<u>Section 1.4. Job Description Updates.</u> All job descriptions shall be updated by the District within one hundred twenty (120) days of ratification of agreement in a cooperative manner with the Association. Before implementation of job description(s), the District shall bring proposed job description to Association prior to consideration.
32 33 34 35 36	Section 1.5. Job Descriptions. The District will provide the Association with such amendments, changes, and additions to job descriptions as they may from time to time occur.
<ul> <li>37</li> <li>38</li> <li>39</li> <li>40</li> <li>41</li> <li>42</li> </ul>	Section 1.6. Non-Discrimination. The Eatonville School District #404 complies with all State and Federal rules and regulations and does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities.
43 44 45 46 47 48	Substitute employees who have completed thirty (30) or more days of employment during any twelve (12) month period within the current or previous school year and continue to be available for employment as substitutes shall be included in the bargaining unit, but subject only to Schedule A.

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#### 1 Section 1.8. No Preferential Treatment.

The employer will not give preference, in filling a vacancy, to a substitute or a temporary employee for those "ability and performance" qualifications which such employee gains while working in such position.

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#### 6 Section 1.9. Temporary Positions.

Temporary positions lasting longer than sixty (60) calendar days shall be posted and considered regular
bargaining unit positions. The first day of the sixty (60) calendar day count begins the first day a
temporary employee works in that position, regardless of the number of temporary employees placed into
that position during the time period. Temporary summer work is not subject to this provision.

#### Section 1.9.1.

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### Temporary positions are positions of a limited duration not replacing a regular employee.

#### 15 Section 1.10. Temporary Employees.

A temporary employee is one who fills a position that no regular employee has claim to. A regular bargaining unit member may fill a temporary position. If a regular bargaining unit member fills a temporary position, at the end of the temporary assignment they shall be returned to their previous position.

#### 21 Section 1.11. Substitute Employee.

Substitute employee: An employee who is employed by the District as a replacement for another
employee who is on leave or absent. A bargaining unit member may substitute for an absent employee.
Employees who work a substitute shift in another classification will be compensated at the entry level
rate of the position they are subbing or their regular hourly rate, whichever is higher.

#### 27 Section 1.12. Leave Replacement Employees.

Any position expected to be vacant for longer than thirty (30) consecutive workdays due to leave must be first offered within the classification to qualified bargaining unit members, provided however that the fillin employee gains more time or will gain access to higher level skills. If the District is concerned about the ability to provide services, the District will consult with the Association to come to a resolution.

### ARTICLE II

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### MANAGEMENT RIGHTS AND RESPONSIBILITIES

#### 39 Section 2.1.

There is reserved exclusively to the Eatonville School District all responsibilities, powers, rights, and the authority expressly or inherently vested it by the laws of the Constitution of the State of Washington and the United States. The Association recognizes the District's inherent and traditional right to manage their respective business, as has been their practice in the past. The Association recognizes the right of the District to hire, suspend, transfer, promote, demote, or discipline its employees and to maintain the discipline and efficiency of its employees; the right to layoff, terminate and otherwise relieve employees from duty because of lack of work for them to do, or for other reasons

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1 2	set forth in this Agreement; the right to establish and change or consolidate jobs; the right to direct the methods and processes of doing work, to introduce new, improved work methods or equipment, the right
3	to determine the starting and quitting time and the number of hours to be worked; and the right to
4	reasonably make and amend such rules and regulations as it may deem necessary for the conduct of its
5	business, and to require their observance. The exercise of these legally authorized rights, authorities,
6	duties and responsibilities by the Board and Superintendent and the adoption of polices under relevant
7	and applicable statutes shall be limited only by the specific and expressed terms of this Agreement and
8	District policy. It is agreed that the District retains the right to establish and enforce in accordance with
9	and subject to this Agreement reasonable rules and personnel policies relating to the duties and the
10	responsibilities of employees and their working conditions.
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12	Section 2.2. Subcontracting.
13	The District retains the right to subcontract work and/or services when District employees and/or
14	equipment are not available and/or qualified. The District shall notify the Association when subcontract
15	work or services are needed.
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19	ARTICLE III
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21	<b>RIGHTS AND RESPONSIBILITIES OF EMPLOYEES</b>
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23	Section 3.1. Protected Rights.
24	It is agreed that the employees in the units defined herein shall have and shall be protected in the exercise
25	of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom
26	of such employees to assist the Association shall be recognized as extending to participation in the
27	management of the Association, including presentation of the views of the Association to the Board of
28	Directors of the District or any other governmental body, group or individual.
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30	Section 3.2. Matters of Concern.
31	Each employee shall have the right to bring matters of job concern to the attention of appropriate
32	Association representatives and/or immediate supervisor of the District. Every employee shall also have
33	the right to have Association representation present when bringing matters of job concerns to the District.
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35	Section 3.3. Right to Association Representative.
36	Employees subject to this Agreement shall have the right to have an Association representative or an
37	Eatonville Chapter Member present at discussions between themselves and supervisors or other
38	representatives of the District.
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40	Section 3.4. Personnel File.
41	An employee shall have the right, upon reasonable notice, to inspect the contents of his/her personnel file.
42	Inspection shall be in the presence of a District representative AND an Association representative, if
43	requested by the employee, and chosen by the employee. File materials may be reproduced for the
44	employee as promptly as feasible as requested. The employee shall pay for the expense of such
45	reproduction.
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### Section 3.4.1.

No derogatory materials shall be placed in the personnel file unless the employee has had the 2 opportunity to read and respond to them. The employee shall acknowledge having read such 3 material by affixing his or her signature to the copy to be filed. The employee shall have the right 4 to write his or her own version of the incident or occurrence and have that statement permanently 5 attached to the original document. Derogatory material shall not remain in an employee's file 6 longer than thirty-six (36) months if removal is requested in writing. An exception shall be when 7 an employee is subsequently disciplined for the same or similar offense within an eighteen (18) 8 month period, or for safety or harassment matters or for other materials required by State or 9 Federal law.

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#### Section 3.4.2. Employee Working File.

Employees shall have the right to inspect the supervisor's working file.

### 15 Section 3.5. Chapter Meeting Attendance.

Employees shall be authorized to attend PSE of Eatonville meetings during their working hours, where such absence is not disruptive to the school district and the employee can complete their regular duties. Such attendance shall be limited to no more than eight hours during the school year per person.

19 Employees will notify their supervisor of such absence prior to said meeting.

### 21 Section 3.6. Respectful Treatment.

All District employees shall always conduct themselves with dignity and respect for each other's rights, duties and privileges. In their relationships with each other, every effort shall be made to avoid words or actions which may be interpreted as ridicule, slander, or abuse, in the interest of creating a positive work environment that supports student learning.

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### 27 Section 3.7. Staffing and Job Expectations Review.

If needed, annually by April 15, a committee of two (2) representatives from the District administration and two (2) representatives from the Association will study staffing and job expectations.

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#### 31 Section 3.8. Position Review and Reclassification.

In the event an employee thinks his/her assigned duties and responsibilities of the existing position are inconsistent with the written description of the position, an employee may file a request for position review through their supervisor to the superintendent. At the employee's option, the Association may provide assistance.

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The review shall evaluate the assigned duties compared to other existing positions. The final decision is not subject to grievance. Employees shall receive, within sixty (60) calendar days submission, written notification of the approval or denial of their reclassification request. An employee may file a review appeal once per school year. If approved, the reclassification shall be effective upon the date of approval.

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#### ARTICLE IV 1 2 **RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION** 3 4 Section 4.1. Association Rights and Responsibilities. 5 The Association has the right and responsibility to represent the interests of all employees in the 6 bargaining unit; to present their views to the District on matters of job concern, in writing; and to enter 7 negotiations with the object of reaching an agreement applicable to all employees within the bargaining 8 unit. 9 10 Section 4.2. Member Information. 11 The District will provide the following information to the Association President and the Association State 12 Membership Department at membership@pseofwa.org in an editable digital file format within twenty one 13 (21) days of hire for all newly hired employees and every one hundred and twenty (120) days for all 14 bargaining unit employees: 15 16 • Name and date of hire 17 • Cellular, home, and work telephone numbers 18 • Work and the most up-to-date personal email addresses 19 • Home or personal mailing address 20 • Job title, salary, or rate of pay, and work site location. 21 22 Section 4.3. Board of Trustee Names to District. 23 The Association agrees to supply management with lists of officers and representatives and to keep such 24 lists current. 25 26 Section 4.4. Copy to Employees. 27 The District shall publish the Agreement via the District website. 28 29 Section 4.5. Regional/State Meetings. 30 Time off, without pay, will be available for up to four (4) representatives of the Association to attend 31 regional or state meetings of the Association. A maximum of three (3) consecutive workdays per 32 representative per fiscal year may be granted by the District, provided that such leaves of absence will not 33 hamper or obstruct the normal flow of work. 34 35 **Section 4.5.1.** 36 Any bargaining unit member who holds a State position in the Association shall be permitted to 37 utilize leave without any additional costs to the District in excess of the above limitations with a 38 maximum of five (5) days. 39 40 Section 4.6. 41 The Association President or his/her designated representative will be provided time off with pay and 42 benefits not to exceed forty (40) hours. Additional time in excess of forty (40) hours is subject to the 43

approval of the superintendent. This time is to be shared amongst the Association to act in their official
 capacity representing Eatonville members when unable to schedule meetings outside of the workday.

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#### Section 4.7. Bulletin Boards.

The District shall provide a wall-mounted bulletin board space in each school and workplace for the use 2 of the Association. 3

#### **Section 4.7.1.**

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

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#### Section 4.8. Labor Management Meetings. 9

As it is of mutual interest between the Association and District to promote systemic and effective 10 employee-management cooperation, a labor management team involving bargaining unit and District 11 members will schedule monthly meetings to discuss mutually acceptable issues involving both labor and 12 management. There shall be no loss of compensation as a result of Association participation. These 13 meetings are not intended to bypass administrative channels, the negotiations or the grievance procedure. 14

#### Section 4.9. Association Notification. 16

The Association shall be notified in a timely manner by the District of any formal grievances or 17 disciplinary action of any employee in the bargaining unit. 18

#### Section 4.10. Membership Visits. 20

Visiting Association representatives will notify worksite administrator, program administrator or 21 designee of their arrival and departure time. 22

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## APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

ARTICLE V

29 Section 5.1. Appropriate Matters. 30

It is agreed and understood that matters appropriate for consultation and negotiation between the District 31 and the Association are wages, hours, and general working conditions of employees in the bargaining unit 32 subject to this Agreement as per RCW 41.56.030. 33

#### 34 Section 5.2. 35

It is further recognized that this Agreement does not alter the responsibility of either party to meet with 36 the other party to consult regarding matters concerning working conditions. 37

#### Section 5.3. 39

If a District Calendar Committee is created, the Chairperson of the Calendar Committee will invite the 40 Association President, Vice President, or their designee(s) to be a member as well as one (1) alternate 41 chosen by the Association. If some other method is used to determine the District calendar, the Association 42 will be included in the process. The Calendar Committee will schedule these meetings at least two (2) 43 weeks in advance to allow all participants to attend, except in extraordinary circumstances. 44

#### 45 Section 5.4. Reductions in Force. 46

If reductions are contemplated, the District shall consult with the Association as to the necessity for, and 47 method by which such reductions shall be made. 48

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ARTICLE VI
HOURS OF WORK AND OVERTIME
Section 6.1. Definitions. A full-time employee is one who devotes eight (8) hours per day, forty (40) hours per week and is employed fifty-two (52) weeks per year. All other employees are considered less than full-time employees.
Section 6.2. Regular Work Shift and Workweek. Each employee shall be assigned to a definite and regular shift and workweek with designated times of beginning and ending. Employees will be given prior notice of at least one (1) calendar week of any change, except in emergency situations, where notices cannot be made. The calendar notice may be waived by the employee. This section shall not apply to those employees assigned to a flexible work schedule.
Section 6.2.1.

- Changes in scheduling of workdays beyond student attendance days shall be mutually agreed to between the employee and the immediate supervisor. If they do not agree, the matter shall be resolved by the Superintendent, or designated representative, and the Chapter president.

#### Section 6.3. Normal Workweek.

The normal workweek shall consist of five (5) consecutive regularly assigned eight (8) hour days within a seven (7) day period. This will not preclude the District from hiring an employee for less than a normal workweek. 

#### Section 6.4. Normal Shift, Meal and Rest Breaks.

The normal shift shall consist of eight (8) hours, for eight (8) hours compensation, excluding a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. Employees and their supervisors may agree to a four (4) day ten (10) hour alternative schedule during non-school time if approved by the Superintendent. Any holiday which occurs during the 4x10 schedule shall be paid as if the regular eight (8) hour schedule were in effect and overtime shall be based on a ten (10) hour rather than an eight (8) hour day. 

#### Section 6.5. Work in Higher or Lower Classification.

Employees assigned to work a shift and assume the full duties of a regular employee of a higher-level job 

- within classification shall be paid at the higher classification for the duration of said assignment.
- Employees assigned to a lower-level job within classification shall not see a reduction in pay. Employees
- who work a substitute shift in another classification will be compensated at the entry level rate of the
- position they are subbing or their regular hourly rate, whichever is higher.

#### Section 6.6. Less Than Normal Shift.

In the event an employee is assigned to a shift of less than the normal shift previously defined in this 

Article, the employee shall be given a fifteen (15) minute rest period for each four (4) hours of work. Collective Bargaining Agreement (2023-2026) Eatonville Chapter #602 and the Eatonville School District #404



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### 2 Section 6.7. Paid Lunch Period.

Employees who are scheduled to work one on one with students may be assigned a paid lunch period to eat with the student, if no regularly scheduled lunch period is scheduled and staffed with a coverage mployee. Coverage is the responsibility of the supervisor and not the employee.

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#### Section 6.8. Working Through Lunch Period.

8 Employees required to work through their regular lunch periods will be given time to eat at a time agreed 9 upon by the employee and his supervisor. In the event the District requires an employee to forego his 10 lunch period and the employee works his entire shift, including the lunch period, he/she shall be 11 compensated for the foregone lunch period at appropriate rates.

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#### 13 Section 6.9. Overtime.

All authorized hours worked more than forty (40) per week, shall be compensated at the rate of one and one-half (1<sup>1</sup>/<sub>2</sub>) times the employee's base hourly rate. Overtime will be paid unless there is a compensatory time arrangement.

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#### 18 Section 6.10. Call Back.

Employees called back for special assignments shall receive no less than two (2) hours pay per call at the appropriate rate of pay. The District may, at its option, require two (2) hours work.

### 22 Section 6.11. Duty Call.

Employees shall receive a minimum of two hours pay, at the appropriate rate, for each duty call. A duty call is defined as any assigned work other than the normal work shift and workday, noncontiguous with the normal work shift or workday. The District may, at its option, require two (2) hours work.

# 26 27 Section 6.12. Compensatory Time Off.

An employee may, at his/her option, request compensatory time off in lieu of overtime compensation or 28 payment for hours worked beyond the employee's normal work shift. Compensatory time, if granted, 29 must be prescheduled and taken by the end of the school year. Comp time not used prior to the end of the 30 school year shall be paid in the June pay warrant for less-than-full-time, and in the August pay warrant 31 for full-time employees. There must be a reasonable expectation that the employee will be provided an 32 opportunity to expend the accrued time. The District shall not solicit employees to accept compensatory 33 time in lieu of other compensation. No compensatory time shall be granted for time worked the last two 34 (2) working days of the pay period. Compensatory time in lieu of overtime as provided in this Article 35 shall be accrued at the rate of one and one-half  $(1\frac{1}{2})$  hours for each hour worked. 36

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### Section 6.13. Emergency Closure.

#### Section 6.13.1. Late Start.

Employees who report late for work due to circumstances such as inclement weather, failure of plant operation, etc., which is beyond the control of the District and which would cause school late start, may make up the time on a straight-time basis as mutually agreed by the supervisor and employee, or use available leave. Employees not making up the time will take a salary deduction equal to the amount of time they have missed. Employees who have already arrived for their shift shall be paid a minimum of two (2) hours. The District may require two (2) hours work.

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1	Section 6.13.2. School/District Closure.
2	If schools are closed due to inclement weather, failure of plant operation, etc., which is beyond the
3	control of the District, less than twelve (12) month employees will make up time on the make-up
4	day. Twelve (12) month employees may use available leave or make-up time. Employees not
5	making up the time will take a salary deduction equal to the amount of time they have missed. At
6	the beginning of each school year, the District will notify essential employees who are required to
7	report on closure days. Employees who have already arrived for their shift shall be paid a
8	minimum of two (2) hours. The District may require two (2) hours work.
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10	Section 6.13.3. Early Release.
11	If schools close early due to inclement weather, failure of plant operation, etc., which is beyond
12	the control of the District, employees at school locations may leave after students have departed
13	without loss of pay. Employees at non-school locations will be released after the last school has
14	dismissed, except where the employee is required to remain on duty per his/her supervisor.
15	Section 6.14. Extra Hours
16 17	Hours beyond the Employee's normal work schedule must be authorized by an administrator or manager.
17	Thous beyond the Employee's normal work senedule must be authorized by an administrator of manager.
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20	ARTICLE VII
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23	CLASSIFICATION SPECIFICS
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25	Section 7.1. Transportation.
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27	<u>Section 7.1.1.</u>
28	Recognizing that bus drivers present special shift problems, the parties agree that shifts shall be
29	established in relation to routes and driving times, requisite to fulfilling tasks assigned by the
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29 30	Supervisor of Transportation; provided, however, that bus drivers shall be entitled to all benefits
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30 31 32 33 34 35 36 37 38 39 40	<ul> <li>Supervisor of Transportation; provided, however, that bus drivers shall be entitled to all benefits contained in this Article to the same degree as any other employee; and further provided that all bus drivers' shift shall include forty (40) minutes per day, in addition to actual hours of driving time, for the purpose of bus cleanup, fueling and bus warm-up. All trips other than regular daily scheduled runs shall be compensated at the employee's base hourly rate for the duration of the trip except for overnight trips; provided, however, that bus drivers shall be subject to the provisions relative to overtime provided.</li> <li>Section 7.1.2. Regular Runs.</li> <li>Employees shall be returned to the run they occupied at the end of the previous school year. A bid fair will be held annually at in-service in August. The runs shall be bid and awarded based on</li> </ul>
30 31 32 33 34 35 36 37 38 39 40 41	Supervisor of Transportation; provided, however, that bus drivers shall be entitled to all benefits contained in this Article to the same degree as any other employee; and further provided that all bus drivers' shift shall include forty (40) minutes per day, in addition to actual hours of driving time, for the purpose of bus cleanup, fueling and bus warm-up. All trips other than regular daily scheduled runs shall be compensated at the employee's base hourly rate for the duration of the trip except for overnight trips; provided, however, that bus drivers shall be subject to the provisions relative to overtime provided. Section 7.1.2. Regular Runs. Employees shall be returned to the run they occupied at the end of the previous school year. A
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30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46	Supervisor of Transportation; provided, however, that bus drivers shall be entitled to all benefits contained in this Article to the same degree as any other employee; and further provided that all bus drivers' shift shall include forty (40) minutes per day, in addition to actual hours of driving time, for the purpose of bus cleanup, fueling and bus warm-up. All trips other than regular daily scheduled runs shall be compensated at the employee's base hourly rate for the duration of the trip except for overnight trips; provided, however, that bus drivers shall be subject to the provisions relative to overtime provided.  Section 7.1.2. Regular Runs. Employees shall be returned to the run they occupied at the end of the previous school year. A bid fair will be held annually at in-service in August. The runs shall be bid and awarded based on seniority.  Men a vacancy occurs in a regular run during the school year, that vacancy shall be
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#### Section 7.1.3. Minimum Day.

Each morning and each afternoon assigned regular bus run shall be paid at a minimum of one (1) hour and forty (40) minutes at the employee's regular hourly rate, including warm-up and cleanup time. Each mid-day run shall be paid at a minimum of one (1) hour, unless contiguous to the morning or afternoon run. The District may, at its option, require a minimum of one (1) hour of work.

#### Section 7.1.4. Substitute Runs.

Regular bus drivers shall be given priority in order of seniority to substitute for midday, special purpose, or shuttle runs that become available. Drivers shall indicate their availability on a day of the week basis. The District shall notify all drivers through appropriate District approved communications methods. Drivers shall have thirty (30) minutes to respond. The run will be assigned by seniority. A driver may be bypassed for consideration if the substitute run will put the driver into overtime. This section does not apply in the case of an emergency. Emergency shall be defined as students waiting for immediate transportation.

#### Section 7.1.5. Route Time Adjustment.

When individual route time hours are adjusted by thirty (30) minutes or more, the Supervisor will notify drivers that they are entitled to initiate a District-wide rebid. The rebid must occur within fifteen (15) days of the adjustment.

#### Section 7.1.6. CDL Reimbursement.

The District shall pay expenses related to the training for commercial Driver License qualifications for regular bus drivers. Substitute and new drivers shall be reimbursed for CDL training expenses. New employees and substitutes shall be reimbursed for CDL training expenses after working 200 hours for the District in the current or previous school year.

#### Section 7.1.7. Extra Trips.

All bus trips other than assigned regular daily runs shall be extra trips. Whenever possible, all extra trips shall be posted for a period of three (3) working days for driver consideration and signup as soon as available. Posting shall include the following information: date of trip, time of departure and return, origin and destination, and type of activity. Any driver wishing to take extra trips must request placement on the extra trip roster. Drivers will highlight their name on the extra trip roster if they want to take the trip, it will be assigned in seniority order on a rotating basis. Any extra trip that no one highlights their name for, will be made when possible, within two (2) working days (forty-eight (48) hours) of the trip's scheduled departure. All extra trips shall be compensated at the driver's regular hourly rate, regardless of how many hours the driver has driven during the day (e.g. regular runs plus extra trips), provided, however, that all hours worked in excess of forty (40) hours per week shall be compensated at overtime rates.

A driver may be bypassed for consideration on the rotating bid board for extra trips, if as a result of the extra trip, the driver accumulates hours in excess of forty (40) hours per week. Extra hours that will result in driver overtime will be assigned to the driver gaining the least amount of overtime for that trip.



1	Section 7.1.7.1. Canceled Trips.
2	In the event an extra trip is cancelled, and the driver awarded the extra trip is unable to
3	pick up the time lost from his runs he would have done had he not received the extra trip,
4	then the employee shall receive compensation for the time lost from those other runs. The
5	cancellation of an extra trip shall not result in the affected employee(s') loss of position in
6	the rotation cycle. In the event there is a late posting, drivers shall have two (2) hours to
7	bid for the extra trip if time allows.
8	
9	Section 7.1.7.2. Overnight Trips.
10	Overnight trips will be compensated for not less than ten (10) hours pay for each night
11	involved, however, employees will be paid for all hours worked in excess of ten (10)
12	hours. The District shall reserve and pay, in advance, for driver(s) hotel rooms. Every
13	effort will be made to house driver(s) separately from students, per OSPI requirements.
14	Meals shall be compensated for according to School Board Policy 6213.
15	
16	Section 7.1.7.3. Charter Bus Usage.
17	Transportation of students on extra trips will be provided by Eatonville bus drivers
18	utilizing Eatonville School District buses/equipment unless there are no available
19	Eatonville school bus drivers and/or Eatonville School District buses/or equipment
20	available for the extra trip(s) requested. The District may use charter buses for
21	emergencies (when no drivers or buses are available) or for trips that are more than 250
22	miles one way.
23	
24	Section 7.1.7.4. Exclusive Trip.
25	An exclusive trip is a whole or part of a trip that can only be taken by an exclusive group
26	of drivers because of route assignment location. Exclusive trips are awarded on a rotating
27	seniority list by school location. For example, field trips from Columbia Crest (CC) will
28	only be available to CC drivers, Eatonville Middle School (EMS) field trips will only be
29	available to EMS drivers.
30	
31	Section 7.1.7.5. Turned Back Trips.
32	After assigned, turned back trips will result in the driver forfeiting a bid on the trip board
33	for five (5) days, excluding medical reasons and family emergencies.
34	for nive (c) days, excitating metateur reasons and ranning entergenetes.
35	Section 7.1.8. Bargaining Unit Work.
36	Transportation of students to/from school and to/from any other District activity, in District
37	vehicles, is bargaining unit work and shall not be performed by non-bargaining unit employees,
38	parent, student, or community member, unless there are no bargaining unit members available.
39	purche, student, or community memori, unless there are no surganning unit memoris available.
40	<u>Section 7.1.8.1. District Vehicle Usage – Non School Bus.</u>
40	The District may use District motor pool vehicles driven by school district employees
41	when fourteen (14) or less students are involved in an extra run. Should a group wish to
42 43	take a third, or more, non-school bus vehicles to an event, the additional vehicle(s) shall be
	driven by a regular bus driver, if a bus driver is available.
44 45	driven by a regular bus driver, if a bus driver is available.
45 46	Section 7.1.9. End of Year Cleaning,
46 47	Drivers may have up to two (2) hours at the end of the student school year for bus cleaning.
47 48	Drivers may have up to two (2) nours at the end of the student school year for ous cleaning.
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1	Section 7.1.10. Reflective Gear.
2	Workplace safety is the responsibility of all staff members. The Eatonville School District seeks
3	to provide a safe working environment for all employees and as a result, this safety instruction is a
4	requirement. District issued reflective safety gear must be worn by all transportation staff while
5	the employee is:
6	• In the ESD Transportation parking lot.
7	• Outside of a district vehicle performing transportation related duties at any location.
8	<ul> <li>Transportation related duties include:</li> </ul>
9	<ul> <li>Pre-Trip/Post-Trip;</li> </ul>
10	<ul> <li>Loading students;</li> </ul>
11	<ul> <li>Loading luggage/gear;</li> </ul>
12	<ul> <li>Emergency situations.</li> </ul>
13	• If reflective safety gear is lost, it is the employee's responsibility to purchase new
14	reflective safety gear. Damaged reflective safety gear will need to be returned and will be
15	replaced at the District's expense.
16	Failure to comply with this safety related instruction may result in progressive discipline up to and
17	including termination.
18	
19	<u>Section 7.1.11.</u>
20	Drivers shall not be taken off their route to drive/substitute another route. If driver substitutions
21	on routes are necessary, the changes shall start at the bottom on the seniority list, except in
22	emergency situations. (See Section 7.1.4.).
23	
24	Section 7.1.12. Hours Owed.
25	In the event a driver has lost part of their route for the day due to student ridership, the driver may
26	request this time be added to hours owed or on stand-by time during their contracted hours. Hours
27	owed may be paid back to the District in the following manner before the next pay period:
28	A. Personal or Sick Leave;
29	B. Hours deducted from pay;
30	C. Compensatory time off;
31	D. Confer with supervisor for fill-in work.
32	
33	Section 7.1.13. Transportation Mechanics & Mechanic Helper
34	
35	Section 7.1.13.1.
36	A Washington State Patrol Inspection Incentive will apply to each mechanic as follows:
37	(Inspection failure will only be due to mechanical errors.) Summer inspection (92% or
38	above pass rate) four hundred and seventy five dollars (\$475); Winter inspection, three
39	hundred dollars (\$300) (90% or above pass rate.); Mechanic helper will be compensated at
40	70% of the mechanic's bonus.
41	
42	Section 7.1.13.2. Tools.
43	The District will provide any necessary mechanical tools.
44	Section 7.1.12.2 Machania Overalla
45	Section 7.1.13.3. Mechanic Overalls. The District shall provide mechanics/mechanic helpers with uniforms and will be
46	The District shall provide mechanics/mechanic helpers with uniforms and will be
47	responsible for laundry services for the uniforms.



1 2 3	Section 7.1.13.4. Non-Student Day Mechanic Schedule. On non-student days, mechanics/mechanic helper may work the day shift at the employee's option.
4	
5	Section 7.1.13.5. Cell Phone Stipend.
	The District will provide a cell phone to each mechanic/mechanic helper.
6 7	The District will provide a cen phone to each meename/meename helper.
7 8 9	Section 7.2. Nutritional Services.
10	Section 7.2.1. Uniform Allowance.
11	The District will reimburse employees for the actual purchase price up to a maximum of two
12	hundred dollars (\$200) per year per employee on uniforms/non-slip shoes. The employee may
13	submit (upon presentation of receipt) up to three (3) times a year for reimbursement at any time of
14	the school year. The District will reimburse the expenditures to the employee on the next accounts
15	payable cycle.
16	payable eyele.
17	Section 7.2.2. Money Transport.
17	No Nutritional Services employee will be required to transport money into or out of the work site.
	No Nutritional Services employee will be required to transport money into or out of the work site.
19	Section 7.2.2 SNA Contifications
20	Section 7.2.3. SNA Certifications Nutritional Services employees subject to this agreement shall receive the following annual
21	
22	incentive stipend based on their held SNA certifications:
23	
24	• Level 1: twenty-five cents per hour (\$.25) (16 hours or one college credit)
25	• Level 2: fifty cents per hour (\$.50) (30 hours 46 total)
26	• Level 3: seventy-five cents per hour (\$.75) (40 hours 86 total)
27	• Level 4: one dollar and twenty-five cents per hour (\$1.25) increase. (60 hours -146 total.)
28	
29	All certificates must be received in the District Office by October 1 to receive the annual stipend.
30	Employees will receive the stipend in accordance with the highest level certification received.
31	
32	Section 7.2.4. Nutritional Services Training.
33	
34	Section 7.2.4.1. Special Diets.
35	Employees will be provided appropriate training, including student health plan review,
36	with written guidelines and supervision if assigned to prepare approved food products to
37	meet an individual student's needs. Employees assigned to prepare special meals will be
38	given additional preparation time to ensure quality control.
39	
40	Section 7.2.4.2.
41	New and substitute employees, who support mealtime serving, shall receive mandatory
42	and appropriate training on Federal Guidelines, cashiering, and the Nutritional Services
43	computerized system prior to working in any Nutritional Services position. Training to be
44	provided by the Nutritional Services Manager.
45	provided of the realization of the binninger.
45 46	
40 47	
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#### Section 7.2.5. Catering Events.

#### Section 7.2.5.1.

Definition: Catering Events: Events where the Nutritional Services department has entered into a contract involving preparing and/or serving food that is not part of the regular Nutritional Services program.

#### Section 7.2.5.2. Filling Catering Events.

Catering events that conflict with the regular hours of operation of the Nutritional Services Department, and conflict with the work hours of Nutritional Services bargaining unit employees shall be assigned as follows:

- 1. Nutritional Service Employees according to Seniority in Sec. 10.7:
- 2. In the event the regular duties of Nutritional Services employees are vacated due to working catering events, the District shall fill the regular Nutritional Services shift with subs.

#### Section 7.2.5.2.1.

Each catering event will be assigned to the kitchen in the building in which the event is being held, or the kitchen with appropriate facilities. In the summer, the event may be assigned to a kitchen that is open and has appropriate facilities.

Nutritional Services bargaining unit employees in the kitchen with responsibility for the catering event will have the opportunity to work the event or decline the extra assignment (without penalty). Catering will be filled according to Sec. 10.6.

If the catering event requires more staff than the responsible kitchen is able to provide, work shall be staffed per Sec. 10.6. Staff with experience and skills which is not available in the assigned kitchen, will be staffed according to Sec. 10.6.

If a specific assignment that requires experience and demonstrated skills are part of a catering event, the District may assign that work to a Nutritional Services employee who has experience and/or demonstrated the necessary skills for that event.

#### Section 7.2.6. Use of Kitchen.

Any time any of the kitchen(s) are used outside of contracted hours of Nutritional Services employees, a Nutritional Services employee must be present. Staffing shall be filled voluntarily by seniority within the building being used. Should no Nutritional Services employee voluntarily take the work, the least senior employee shall be appointed.

#### Section 7.2.7. Food Handlers Permits.

The District shall pay for the Food Handlers Permits for Nutritional Services employees.

#### Section 7.2.8. Work Year.

The need for additional days prior to the first student day and after the last student day, will be determined by the Nutritional Services Manager and paid by timesheet as additional service.



1	Section 7.2.9.
2	Each school year, Nutritional Services classification shall decide if a full or partial rebid will be
3	performed for the succeeding school year, if the District anticipates significant reduction in
4	positions or hours. However, a reduction in positions and/or hours of twenty percent (20%) or
5	more will trigger a rebid.
6	Section 7.2 Custo dial Mainton anas/Cusunda
7	Section 7.3. Custodial/Maintenance/Grounds.
8	Section 7.3.1 Shaa Allowanaa
9	Section 7.3.1. Shoe Allowance. The District shall reimburse custodians up to (\$125) for non-slip shoes and grounds/maintenance
10	employees up to two hundred dollars (\$200) per year for work boots purchased before October 15.
11 12	employees up to two numbed donars (\$200) per year for work boots purchased before October 13.
12	Section 7.3.2. Custodial/Maintenance/Grounds Clothing Allowance.
13	The District shall provide each Maintenance and Grounds employee with waterproof hats/hoods,
14	gloves, jackets, pants, and boots. The District shall provide waterproof gloves and ponchos at each
16	building for use by custodians.
17	bunding for use by custodiuns.
18	Section 7.3.3. Non-Student Custodian Schedule.
19	On non-student days, custodians may work the day shift at the employee's option, with approval
20	from the supervisor.
21	
22	Section 7.4. Paraeducator.
23	
24	Section 7.4.1. Clothing Allowance.
25	The District will provide ponchos and umbrellas to each building for all paraeducators regularly
26	assigned to playground/recess duty to use during outdoor duties. The District will reimburse for a
27	purchase of boots up to one hundred dollars (\$100) every year for purchases submitted by October
28	15.
29	
30	Section 7.4.2. Lesson Plans/Student Grades.
31	No classified employee shall be responsible for the development of lesson plans, answer sheets, or
32	the determination of report card grades. In addition, they may not be the teacher of record.
33	
34	Section 7.4.3. Emergency Certificated Substitutes.
35	Paraeducators utilized as Emergency Certificated Substitutes who meet the District qualifications
36	for Eatonville Substitute classroom teachers shall be paid the substitute teaching rate for all hours
37	worked as a substitute teacher, or their regular rate whichever is higher. In addition,
38	paraeducators will not suffer any loss in Association contractual benefits while performing
39	substitute work.
40	Section 7.4.4. Designated Para Sub.
41	Section 7.4.4. Designated Fara Sub. When a classroom does not have a designated/assigned full time sub teacher or ECS in the
42	classroom, each para regularly assigned to that classroom shall be compensated an additional five
43	dollars (\$5) per hour for the day. If there is no designated/assigned para sub, the regular
44	classroom para(s) in attendance shall be compensated at the rate of five dollars (\$5) per hour for
45 46	the day.
46 47	ine day.
47 48	
+0	



1	Section 7.4.5. Classification Rebid.
1 2	At the end of each school year, the paraeducator classification shall decide (by a majority vote) if
2	a full or partial rebid will be performed for the succeeding school year, if the District anticipates
3 4	significant change in positions or hours. However, a reduction in positions and/or hours of twenty
	percent (20%) or more will trigger a rebid. The available positions shall include positions
5	originally posted as one-year only or one-on-one student support when funding for the upcoming
6 7	school year has been confirmed.
8	school year has been committed.
8 9	Section 7.4.5.1. Bid Exclusions.
10	Due to specialized training and skillsets, Instructional Specialist Paraeducators
11	(Paraeducators that administer lesson plans to full classes of students at the direction of a
12	certificated teacher), will be excluded from the re-bid process (i.e.: Media, Art, Library,
13	PE, Music, etc.)
14	
15	Section 7.4.6. Transition Time.
16	Reasonable paid time shall be included within the employee's workday to move from one
17	assignment to the next. Transition time will not interrupt lunches or personal breaks.
18	
19	Section 7.4.7. PESB Training.
20	All paraeducators who complete the following Paraeducator Standards Board (PESB) training
21	modules shall receive the following annual incentive stipend:
22	
23	<ul> <li>General Paraeducator Certificate (70 clock hours): \$0.25 per hour</li> </ul>
24	<ul> <li>Subject Matters Certificates (40 clock hours) can count towards the GPC hours.</li> </ul>
25	<ul> <li>ELL Subject Matters Certificate (20 clock hours): \$0.25 per hour</li> </ul>
26	<ul> <li>SPED Subject Matters Certificate (20 clock hours): \$0.25 per hour</li> </ul>
27	• Advanced Certificate (75 clock hours): \$0.50 per hour (for up to a total of \$1.25 per hour
28	for all achieved and maintained certificates)
29	
30	All certificates must be received in the District Office by October 1 to receive the annual stipend.
31	
32	Section 7.4.7.1. Paraeducator Certificate Reimbursement.
33	Paraeducators may submit for reimbursement through the Association Professional
34	Development Funds for the costs of their PESB certificates.
35	Section 7.5 Secretarial Clarical
36	Section 7.5. Secretarial-Clerical.
37	Section 7.5.1. Health Room Training.
38 39	The District shall provide required annual training by nurses regarding health room procedures
40	and responsibilities for all school-based employees whose position requires support to a school's
40	health room. Employees will be provided with additional health room training as specific needs
42	arises.
43	
44	Section 7.5.2. Mentoring Program.
45	The District will maintain a mentoring program for new secretaries. The purpose of this program
46	shall be to assist in the development and orientation of new secretaries, by providing them time
47	with an experienced secretary who can guide and mentor them through the process of learning the
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1	operation of schools, District procedures and effective office management techniques. District Office personnel will administer the program.
2	Office personner win administer the program.
3	Section 7.5.2 Designated Classroom Sub
4	Section 7.5.3. Designated Classroom Sub. When a classroom does not have a designated/assigned full time sub teacher or ECS in the
5	classroom, any employee that fills this position shall be compensated an additional five dollars
6 7	(\$5) per hour for the day.
7 8	(\$5) per nour for the day.
o 9	
10	
11	ARTICLE VIII
12	
13	HOLIDAYS AND VACATIONS
14	Section 8.1. Holidays.
15	Employees shall receive the following paid holidays that fall within their work calendar.
16	1. New Year's Day 8. Day after Thanksgiving
17	2. Presidents' Day 9. Day before Christmas
18	3. Memorial Day 10. Christmas Day
19	4. Veterans' Day 11. Martin Luther King Day
20	5. Independence Day 12. Juneteenth
21	6. Labor Day 13. District Declared Holiday
22	7. Thanksgiving Day
23	
24	<u>Section 8.1.1.</u>
25	Less than twelve (12) month employees who work the last scheduled District business day before
26	and the first scheduled business day after July 4th shall be entitled to holiday pay for
27	Independence Day.
28	
29	<u>Section 8.1.2.</u>
30	When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday
31	shall be considered the paid holiday, unless the preceding Friday or the following Monday falls on
32	a school day, in which case the Friday or Monday non-school day would be considered the paid
33	holiday.
34	
35	Section 8.1.3.
36	Employees who are required to work on the above described holidays shall receive the pay due
37	them for the holiday plus one and one-half $(1 \ 1/2)$ their base rate for all hours worked on such
38	holidays.
39	Section 9121
40	Section 8.1.3.1.
41	An employee using leave other than vacation or personal leave for the shift prior to or after the bolidey will not receive bolidey may unless a dector note is provided
42	the holiday, will not receive holiday pay, unless a doctor note is provided.
43	Section 8.1.4. Holidays During Vacation.
44	Should a holiday occur while an employee is on vacation, the employee shall be allowed to take
45 46	one (1) extra day of vacation with pay in lieu of the holiday as such.
40 47	one (1) extra day of vacation with pay in neu of the honday as such.
48	
10	$C_{\text{eff}} = \frac{1}{2} \sum_{k=1}^{2} \frac{1}{2} \sum_{$

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#### 1 Section 8.2. Vacations. (Full-Time Employee).

Upon completion of the first year of service with the District each full-time employee shall be granted 2 one (1) week paid vacation per year. Upon completion of the second year of service each full-time 3 employee shall be granted two (2) weeks paid vacation per year. Upon completion of the fifth year of 4 service each full-time employee shall be granted three (3) weeks paid vacation per year. On completion 5 of the twelfth year of service each full-time employee shall be granted four (4) weeks paid vacation per 6 year. 7 8 The District agrees to make all reasonable accommodations to encourage and allow employees to use 9 their vacation time every year. 10 11 Employees will be allowed to carry over ten (10) days per year to a maximum accumulation of thirty (30) 12 vacation days. Vacation days in excess of thirty (30) will be cashed out at the employee's regular rate of 13 pay. 14 15 Section 8.2.1. 16 Vacation time on student attendance days shall be limited to a maximum of ten (10) days per 17 eligible employee. Such time may be taken in up to five (5) consecutive day increments and may 18 be used to extend weekends. It is mutually agreed that vacation will be scheduled at the request of 19 the employee in consultation with the supervisor, at least two (2) weeks in advance and shall be 20 approved in the order of receipt. 21 22 **Section 8.2.2.** 23 Nine (9) month employees who have previously assumed or assume twelve (12) month positions 24 with the District in the future shall be granted full longevity credit for their previous service time. 25 26 Section 8.3. Vacation Pay (Less Than Twelve Month Employees). 27 Upon completion of the first year of service with the District, each less than twelve (12) month employee 28 shall be granted one (1) week of vacation pay. Upon completion of seven (7) years of service each less 29 than twelve (12) month employee shall be granted two (2) weeks of vacation pay per year. Vacation pay 30 will be distributed equally over twelve (12) monthly payments. 31 32 33 34 ARTICLE IX 35 36 **LEAVES** 37 38 Section 9.1. Sick Leave. 39 Sick leave shall be granted to each employee at the rate of two (2) days sick leave at the completion of 40 the first month of employment and one (1) sick leave for each succeeding month worked within a 41 calendar year up to a total of twelve (12) days annually. Unused sick leave shall accumulate from year to 42 year. 43 44 Section 9.1.1. Sick Leave Accounting. 45 An accounting of accumulated sick leave is available to each employee on-line. 46 47 48 Collective Bargaining Agreement (2023-2026) September 1, 2023 Eatonville Chapter #602 and Page 18 of 36 the Eatonville School District #404

1	Section 9.1.2. Use of Sick Leave.
2	Employees may use sick leave as per state law.
3	
4	Section 9.1.2.1. Medical Appointments.
5	Employees shall make every effort to schedule routine medical appointments outside their
6	regularly scheduled work hours. By agreement with the immediate supervisor, an
7	employee may flex his/her daily or weekly work schedule. In the absence of such an
8	arrangement, the employee may use his/her sick leave for such medical appointments.
9	
10	Section 9.1.3. Physician Verification and Misuse of Sick Leave.
11	A verification of an employee's illness or injury must be certified by a licensed health care
12	provider in the event of an absence of five (5) or more consecutive days if such verification Is
13	requested by the administrator or manager. The District may also request verification of an
14	employee's absence if a pattern of possible misuse is identified. The District will provide the
15	employee and the Association with written notice that a pattern may exist prior to requesting
16	verification of the absence. Misuse of sick leave may lead to discipline up to and including
17	termination.
18	
19	Section 9.1.4. Sick Leave Buy Back.
20	The leave and attendance incentive provisions of RCW 28A.400.210 as currently in effect, and
21	rules and regulations promulgated pursuant thereto, are by this reference incorporated herein.
22	Section 0.1.5. Sick Leave Chaving
23	Section 9.1.5. Sick Leave Sharing. Employees are granted the right to donate sick leave to come to the aid of another bargaining unit
24	employee (or member of any other bargaining unit or group which formally establishes a leave-
25 26	sharing reciprocity agreement) who is suffering from an extraordinary or severe illness, injury,
20 27	impairment or physical or mental condition which has caused or is likely to cause the employee to
27	take leave without pay or terminate his or her employment. The District shall select a single
20 29	consistent process for conversion between employees with different employment bases. All
30	donations shall be consistent with WAC 392-126-085 or future WAC's which supersede it.
31	
32	Section 9.2. Bereavement Leave.
33	Each employee shall be entitled to five (5) days of bereavement leave for family. One (1) day of
34	bereavement leave shall be granted to attend the funeral of close personal friends. Administration may,
35	with reasonable cause, require specified documentation in cases where bereavement leave is requested by
36	the employee. Bereavement leave shall not be deducted from illness, injury, and emergency leave.
37	Bereavement leave does not have to be taken consecutively.
38	
39	<u>Section 9.2.1.</u>
40	Bereavement Leave for deaths shall be on a per occurrence basis.
41	
42	Section 9.3. Judicial Leave.
12	In the event an employee is summoned to serve as a jurar, or is named as a codefendant with the District

In the event an employee is summoned to serve as a juror, or is named as a codefendant with the District,
such employee shall receive a normal day's pay for each day of required presence in court. If an
employee is summoned for jury duty, but is released, the employee is expected to return to work.

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#### 1 Section 9.4. Personal Leave.

Personal leave of three (3) days shall be granted with pay. Employees shall not be required to define leave taken beyond the word personal. Such leave may be taken at the employee's discretion except during the first or last week of school. Such leave shall require supervisor approval. A five (5) day prior notification to the supervisor will be required for all personal leave days. Approval shall be in order of receipt. One (1) day may be carried forward to the next school year. Employees may cash out up to three (3) days per year in August, at the employee's regular rate of pay.

### 9 Section 9.5. Medical Leave of Absence.

Any employee who has completed the probationary period shall be entitled to a leave of absence in cases of protracted illness or injury as certified by their physician.

### Section 9.5.1.

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Upon application to the District, such leave shall be granted for the period of illness or injury up 14 to one (1) year. If additional time is necessary, written application must be made to the District, 15 and up to one (1) additional year may be granted at the District's discretion. An employee who 16 has been on protracted illness leave for more than six (6) months shall give thirty (30) days notice 17 in writing of intent to return to work. An employee who has been off less than six (6) months 18 shall give ten (10) days notice of intent to return to work. Upon returning, the employee shall be 19 reinstated to the position held previous to going on leave, unless the position has been abolished 20 or a general reduction in force has placed an employee with more seniority in the position. In 21 those cases, the employee shall be reinstated to as equivalent a position as possible without 22 conflicting with the terms of Article X. 23

### 25 Section 9.6. Leave of Absence.

<sup>26</sup> Upon the recommendation of the Superintendent and the approval of the Board of Directors, an employee <sup>27</sup> may be granted a Leave of Absence without pay for a minimum of two (2) months up to one (1) year.

### Section 9.6.1. Specified Time.

The leave of absence shall be for a specific period of time and the employee shall not be employed during the leave. The employee may return earlier than the designated return time at the sole discretion of the District.

- Section 9.6.2. Other Employment During Leave.
- Employees may not accept other employment, except in a substitute capacity with Eatonville School District during a leave of absence, unless the leave was granted for service in the U.S. Military by the employee or the employee's spouse.

#### 39 Section 9.6.3. Return from LOA.

40 Upon return the employee will be returned to an equivalent position as available, within the same 41 general job classification.

### **Section 9.6.4.**

The District shall have the exclusive option of posting a vacancy on a temporary basis. If the vacancy is posted temporarily, the employee on leave shall be returned to the position at the end of the leave. If a permanent employee bids on and fills a posted temporary vacancy, he/she shall be subject to return as provided in Section 9.6.3. Return from LOA.



1	Section 9.6.5. Seniority Rights on Leave.
2 3	The employee shall retain accrued sick leave, vested vacation rights, and seniority rights while on a leave of absence, but shall not accrue any additional benefits.
4	
5	<u>Section 9.7. Unpaid Leave (non-medical).</u>
6 7	An employee must request with their supervisor, unpaid leave twenty (20) working days prior to the leave request. Upon recommendation of his/her supervisor and approval of the Superintendent, an employee
8 9 10	shall annually be granted a total of five (5) days leave without pay. Additional days may be approved by the Superintendent on a case-by-case basis. The Association President shall be notified of any such exceptions.
11	
12	Section 9.8. Emergency Leave.
13 14	Two (2) days of paid emergency leave shall be granted for a suddenly precipitated event or event for which pre-planning could not avoid the obligation. Emergency leave shall be deductible from sick leave
15	accumulation.
16	
17	Section 9.9. Family Medical Leave Act (FMLA).
18 19	Employees with work assignments of four (4) or more hours per day who have completed at least twelve (12) months of service with the District and have worked or been on paid leave for at least seven hundred
20	twenty (720) hours during the twelve (12) months before the leave begins are eligible for Family Medical
21	Leave. The District will provide up to twelve (12) weeks of leave for employees with qualifying events
22	per FMLA guidelines. Employees will be required to use accrued leave during this time. Accrued leave
23	includes sick leave, vacation, and personal leave.
24	
25 26	<u>Usage</u> : Employees shall be provided twelve (12) weeks of unpaid leave during any twelve (12) month period for any of the following reasons:
27	1. to care for the employee's child after birth, or placement for adoption or foster care.
28 29	<ol> <li>to care for the employee's spouse, child, or parent who has a serious health condition.</li> </ol>
29 30	<ol> <li>when the employee is unable to work because of a serious health condition.</li> </ol>
31	5. when the employee is unable to work because of a serious hearth condition.
32	Notification: The employee shall provide the District thirty (30) days advance notice of his/her intent to
33	use Family Leave when the need for the leave is foreseeable. The District may require medical
34	certification to support a request for leave or to verify fitness to return to work.
35	Job Benefits and Protection: The District shall insure the following provisions for employees who have
36	worked at least twelve (12) months:
37 38	
38	1. Maintain the employee's full insurance benefits for the duration of the Family Leave.
39 40	
40 41	2. Grant, at the employee's request, his/her usage of accrued sick leave prior to his/her going on unpaid leave.
41 42	3. Grant the employee his/her previous or a similar position upon return from Family Leave.
42 43	<ol> <li>4. Maintain any unused employee benefits that accrued prior to the start of Family Leave.</li> </ol>
43 44	<ol> <li>5. Employees hired as replacements for those on leave are not entitled to benefits.</li> </ol>
44 45	5. Employees miled as replacements for mose on leave are not enumed to benefits.
45	

- 46 <u>www.dol.gov.whd/fmla/</u>
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#### 1 Section 9.10. Absences and Arranging Substitutes.

- 2 Employees who are going to be absent must notify their supervisors or designee through established lines
- of communication. Employees of this bargaining unit are not expected to make arrangements for substitutes for themselves.
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#### Section 9.12. Paid Family Medical Leave (PFML).

7 The District shall comply with the terms of the Paid Family Medical Leave Act of 2019.

#### 9 <u>Section 9.13. Domestic Violence Leave.</u>

Employees may utilize sick leave or unpaid leave for instances of domestic violence/abuse for themselves or their family members, in accordance with RCW 49.76. Employees seeking leave or other protections under this provision shall notify Human Resources of their intent to access this leave.

## 1314 Section 9.14. Faith or Conscience Leave.

Each employee is entitled to two (2) unpaid days per calendar year for a reason of faith or conscience or 15 an organized activity under the auspices of a religious denomination, church, or religious organization. 16 The two (2) unpaid workdays allowed by law and this Section must be taken during the employee's 17 contract year if at all; they do not carry forward from one year to the next. The employee may select the 18 days on which the employee desires to take the two (2) unpaid workdays after consultation with his or her 19 supervisor. If an employee prefers to take the two (2) unpaid workdays on specific days for a reason of 20 faith or conscience or an organized activity under the auspices of a religious denomination, church, or 21 religious organization, the employer must allow the employee to do so unless the employee's absence 22 would impose an undue hardship on the employer, or the employee is necessary to maintain public safety. 23 "Undue hardship" means an action requiring significant difficulty or expense to the employer and shall be 24 interpreted consistent with WAC 82-56-020. 25

## ARTICLE X

### PROBATION, SENIORITY AND LAYOFF PROCEDURES

33 Section 10.1. Probationary Period.

Employees new to a position shall remain on a probationary status for a period of not more than sixty (60) working days following the hire date.

#### Section 10.1.1.

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.

### 41 Section 10.1.2.

All probationary employees shall have a meeting with their direct supervisor near the midpoint of their probationary period outline any performance deficiencies, review the evaluation form and provide adequate time (at least twenty (20) working days) for them to correct any deficiencies prior to the end of their probationary period. By mutual agreement between the supervisor and employee, the probationary period may be extended for up to an additional time not to exceed a total probationary period of eighty (80) workdays, provided the employee has been given the opportunity to have an Association representative present when asked about the extension.



Sectio	n 10.2. Employee Seniority.
	niority of an employee within the bargaining unit shall be established as of the date on which the
	yee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost
	inafter provided. The parties agree that an orderly procedure to resolve ties in seniority is
	ly beneficial. The procedures for breaking ties shall follow these sequences:
1.	The cumulative number of days worked as a substitute, temporary, or former employee of the
	Eatonville School District within the desired classification. A day worked shall be any date on
	which a person was compensated for services rendered to the Eatonville School District.
2.	A random drawing of lots in the presence of the affected employees, a representative of the
	Eatonville School District and a representative of PSE of Eatonville.
Sectio	n 10.3. Loss of Seniority.
	niority rights of an employee shall be lost for the following reasons:
~	Pasignation:
0	Resignation; Discharge for justifiable cause;
0	Retirement; or
0 0	Change in job classification within the bargaining unit, as hereinafter provided.
0	change in job classification within the barganning unit, as neternatici provided.
	n 10.4. Seniority Retention.
Senior	ity rights shall not be lost for the following reasons, without limitation:
0	Time lost by reasons of industrial accident, industrial illness or jury duty leave;
0	Time on leave of absence granted by the District for the purpose of serving in the Armed Forces
	of the United States; or
0	Time spent on other authorized leaves granted by the District.
0	Voluntary leave for up to twelve (12) months
0	Involuntary layoff for twelve (12) months
	<u>Section 10.4.1.</u>
	Employees granted a leave of absence due to on-the-job injury shall continue to accrue seniority.
	Employees on leave of absence for other reasons shall not accrue additional seniority but shall
	retain their accrued seniority.
Saatio	n 10.5. Seniority within Classification.
	ity rights shall be effective within the general job classification. As used in this Agreement,
	l job classifications are those set forth in Article I, Section 1.3.
genera	1 job classifications are mose set form in Article 1, Section 1.5.
	<u>Section 10.5.1.</u>
	Employees who change job classifications within the bargaining unit shall retain their hire dates in
	the previous classification for a period of one (1) year, notwithstanding that they have acquired a
	new hire date and a new classification.
Section	n 10.6. Preferential Seniority Rights.
The en	nployee with the seniority in their classification shall have preferential rights regarding shift

selection, vacation periods, additional services (including overtime and extra hours at the site first and

Collective Bargaining Agreement (2023-2026) Eatonville Chapter #602 and the Eatonville School District #404



September 1, 2023 Page 23 of 36 within the classification second), promotions, and layoffs when ability and performance are substantially
 equal with junior employees. New or open positions shall be offered first to the most senior qualified
 applicant, within classification.

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#### Section 10.6.1. Bypass.

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 to the employee or employees its reasons why the senior employee or employees have been bypassed.

#### Section 10.6.1.1.

"Substantially equal" shall be defined as a score differential of eight (8) or fewer points on a one hundred (100) point scale. "Substantially greater" shall be defined as a differential of more than twenty (20) points on a one hundred (100) point scale.

#### <u>Section 10.6.2.</u>

The District reserves the right to bypass seniority rights in order to prevent employees from going into scheduled, weekly overtime status. This provision does not prevent an employee from going into occasional emergency overtime status.

#### 21 Section 10.7. Open Positions.

The District shall publicize within the bargaining unit for five (5) working days the availability of open positions as soon as possible after the District is apprised of the opening. Notification of a job posting shall be forwarded to all employees of the bargaining unit. During the non-school summer months, posting shall be publicized for seven (7) calendar days. Notification of a job posting shall be emailed to all employees of the bargaining unit.

The District shall make a reasonable effort to fill posted positions within thirty (30) work days of the original postings. The District may sub a position for no more than thirty (30) workdays. Should the timeline, for reasonable cause, need to be extended beyond the thirty days, the Association President shall be provided with reasons for the delay and subject to Association input and approval.

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New or open positions shall be offered first to the most senior qualified applicant, within the
 classification.

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Any regular position that is increased by more than thirty (30) minutes per school year shall be reposted.
 Notification of job posting shall be forwarded to all employees of the bargaining unit.

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#### Section 10.7.1. Interview Requirement.

- If the District does not place the most senior, qualified classification applicant into the open
   position, the District shall interview any bargaining unit member who meets the posted minimum
   qualifications.
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#### 44 <u>Section 10.7.2. Interview Team.</u>

- The interview team shall include Association representation from the same classification. If a classification representative is unavailable, the Association president or designee shall serve.
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#### 1 Section 10.8. Layoff.

- 2 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
- <sup>3</sup> District according to layoff ranking. Such employees are to have priority (subject to the provisions of
- 4 Section 10.6) in filling an opening in the classification held immediately prior to layoff. In no case shall
- an employee on layoff have priority over a senior employee within that classification. Names shall remain
- 6 on the reemployment list for twelve (12) months.
- 8 Whenever layoff(s) (full or partial) occur, the Association president will be notified and provided the
- opportunity to work in collaboration with the District in determining the appropriate application of
   preferential seniority rights.
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#### Section 10.8.1. File Address.

- Employees on layoff status shall file their addresses in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address. Employees will notify the District in writing, by June 1, of availability.
- 16

### 17 Section 10.8.2. Offer of Reemployment.

An employee shall forfeit rights to reemployment if the employee does not accept the offer of reemployment within five (5) working days provided the position is substantially equal to the position held immediately prior to layoff.

# 21 <u>Section 10.8.3. Reemployment Offer Rejection.</u>

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

### 27 Section 10.9. Bumping.

- The senior employee within a classification shall be allowed to "bump" into a similar position close to the same number of calendar days per year and hours per day as reasonably possible in the event their position is eliminated or reduced by more than thirty (30) minutes per day.
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### 32 Section 10.10. Reasonable Assurance.

- The District shall provide letters of reasonable assurance by June 1. If extenuating circumstances cause delay, the District will communicate the cause of the delay to the Association President and establish a new timeline for communication of reasonable assurance. Employees shall be returned to the specific position they occupied at the end of the previous school year, unless a rebid has occurred. Letters of reasonable assurance must be signed electronically by employees, utilizing District provided technology, and returned to the District within ten (10) calendar days. The District will provide paper copies of reasonable assurance letters to employees upon request.
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## 41 Section 10.11. Transfers.

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### Section 10.11.1. Involuntary Transfer.

- 44 An involuntary transfer will be made only after a meeting with the employee, his/her
- representative, and his/her supervisor. The reasons for the transfer will be provided in writing and
   no such transfer will be made for arbitrary or capricious reasons, but only for legitimate business
   needs. If such a transfer is made for reasons other than discipline, the employee's compensation
   level will be maintained.



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TICLE XI	
E OF EMPLOYEES	
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SCHOOL EARS	September 1, 20

Eatonville Chapter #602 and the Eatonville School District #404



#### Section 12.2. 1

The District shall provide unintentional tort liability coverage for all employees while in the performance 2 of their jobs. 3

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#### Section 12.3. 5

In determining whether an employee subject to this Agreement is eligible for participation in the 6

- Washington State School Employees' Retirement System, the District shall report all hours worked, 7
- whether straight time, overtime, or otherwise. 8

#### 9 Section 12.4. 10

The District shall reimburse all employees for expenses incurred by them for medical examinations not 11 covered by District health insurance and required by State/Federal regulation or the District, so long as 12 the employee selects a physician from a list of five (5) to be prepared jointly by the Superintendent and 13 the Association President. 14

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#### Section 12.5. LEOFF1 Retirees. 16

Employees have the option of contributing to the Washington State Deferred Compensation Plan (§457) 17 Plan. Employees will determine the amount of their contribution, subject to the thirty dollar (\$30) or one 18 percent (1%) minimum that the plan requires. For employees who are not eligible for retirement, the 19

District will contribute a percentage rate equal to the employer's percentage rate for SERS employees in 20 effect at the time of the contribution.

ARTICLE XIII

**VOCATIONAL TRAINING** 

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#### Section 13.1. Required Training. 29

Employees attending training courses required by State or Federal regulation or District policy as a 30 condition of employment will be paid by the School District at the employee's regular hourly rate, for all 31 time in attendance, plus any fees, tuition, or transportation costs. 32

#### 33 34 Section 13.2. Restraint Training

Employees will be made familiar with District policy on dealing with student restraint. If the District 35 requires employees to use restraint techniques, the District will train the employees appropriately. When 36 such training is required, employees will be compensated for time spent on training. 37

#### Section 13.3. First Aid. 39

The District will provide training or reimburse tuition for training of employees required to take first aid 40 courses. 41 42

### Section 13.3.1.

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Employees designated as "medically at risk" shall not be required to perform first aid functions.

#### Section 13.4. Staff Development. 46

The purpose of staff development funds is to provide training and professional growth programs and 47 courses that are designed to improve and enhance their current job or provide mobility to other positions 48

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within the District. The program shall be funded at five thousand (\$5,000) per year. The maximum 1 account balance at the beginning of the school year, after the allocation, shall not exceed ten thousand 2 (\$10,000). Any amount above ten thousand (\$10,000) shall be returned to the District. All staff 3 development funds shall be suspended in the event of a double levy failure, or legislation that results in a 4 significant reduction in funding, or unless said training is a requirement for employment, or by NOT 5 training the employee or employees it negatively impacts students, coworkers or the community. 6

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#### Section 13.4.1. Staff Development Fund Committee.

The staff development funds will be administered by the Staff Development Fund Committee. The Committee will be administered and meet within thirty (30) days of the start of the school year. The Committee will consist of three (3) classified employees, including one (1) officer, and one (1) administrator selected by the bargaining unit committee members. The Committee will have the responsibility to evaluate and approve or deny applications based on the merit of the proposal.

### ARTICLE XIV

### **ASSOCIATION MEMBERSHIP AND CHECKOFF**

#### Section 14.1. Membership. 22

The District and PSE/SEIU 1948 understand that at the center of our labor management relationship is the 23 shared interest in providing the best services to the public. Therefore, it is the expectation of both 24 PSE/SEIU 1948 and the District that the District representatives shall remain neutral on the issue of 25 Association membership and respect all employees' decisions to join and maintain membership in their 26 exclusive professional advocacy organization PSE/SEIU 1948 pursuant to RCW 41.56.140. All 27 bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU 28 1948 upon employment with the District in a bargaining unit. 29

30

#### Section 14.2. Membership Rescission. 31

Association members requesting to rescind membership and membership rights in their exclusive 32 professional advocacy organization shall make such request in writing to PSE/SEIU 1948, following the 33

- constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such 34 conditions have been met, PSE/SEIU 1948 shall inform the District of the employee's non-member status 35 consistent with the notification section 14.4. 36
- 37

#### Section 14.3. New Hire Notification. 38

The District shall maintain an electronic document and share it with the Association of regular employees 39 in any job title set forth on the Schedule A of this Agreement, including name, home mailing address, 40 phone number, job title, work email, work location, and hire date. 41

42

#### Section 14.4. Dues and Checkoff. 43

- The Association shall provide the District with a full and complete list of bargaining unit employees who 44
- are current members of the Association and shall provide updates, additions, and/or other changes in 45
- membership status to the District upon request. The District agrees to accept dues authorizations via 46
- voice authorization or by E-signature in accordance with the "E-SIGN". The Association will provide a 47
- list of those members who have agreed to Association membership via voice authorization. In addition, 48 Collective Bargaining Agreement (2023-2026) Eatonville Chapter #602 and the Eatonville School District #404



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- upon request, access to the District to the .way files associated with the voice authorizations. The 1
- Association will be the custodian of the records related to voice/E-signature authorizations. The 2
- Association agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy 3
- and safekeeping of those records. 4
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#### Section 14.5. Checkoff. 6

The District shall deduct Association dues from the pay of any employee who authorizes such deductions 7

- in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the 8 Treasurer of Public School Employees of Washington/SEIU Local 1948, on a monthly basis. 9
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- Section 14.5.1. Classified Employee Report to the Association.
- The District shall submit a monthly report (to accompany the monthly transmission of dues to the 12 Association) to the Treasurer of the Association listing the name and amount of Association dues 13 deducted for each bargaining unit employee. 14
- Section 14.5.2. Local Chapter Dues. 16
- The District shall deduct local chapter dues separately and remit such funds to the local Chapter 17 Treasurer on a monthly basis, or within thirty (30) days of the deduction of such dues. 18

#### Section 14.6. 20

- The Association shall hold the District harmless for the administration of this Article done pursuant to 21 this Article. 22
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#### Section 14.7. New Hire Orientation. 24

The District will provide the Association with reasonable access to new employees of the bargaining unit 25 for the purpose of presenting information about their exclusive bargaining representative to the new 26 employee. The presentation may occur during a new employee orientation provided by the District, or at 27 another time mutually agreed to by the District and the Association. No employee may be mandated to 28 attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this 29 Section means: (a) The access to the new employee occurs within ninety (90) days of the employee's start 30 date within the bargaining unit; (b) The access is for no less than thirty (30) minutes; and (c) The access 31 occurs during the new employee's regular work hours at the employee's regular worksite, or at a location 32 mutually agreed to by the District and the Association. 33

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#### Section 14.8. Political Action Committee. 35

- The District shall, upon receipt of a written authorization form that conforms to legal requirements, 36
- deduct from the pay of such bargaining unit employee the amount of contribution the employee 37
- voluntarily chooses for deduction for political purposes and shall transmit the same to the Association on 38
- a check separate from the Association dues transmittal check, or to the appropriate agency. The 39
- employee may revoke the request at any time. At least annually, the employee shall be notified by the 40 Association about the right to revoke the request. 41
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	ARTICLE XV
	GRIEVANCE PROCEDURE
Section 15.1.	Grievances.
Grievances or defined in Art Terms and Co grievances no	complaints arising between the District and its employees within the bargaining unit icle I herein, with respect to matters dealing with the interpretation or application of the inditions of this Agreement, shall be resolved in strict compliance with this Article. All t brought to the immediate supervisor in accordance with the preceding sentence within rking days of the occurrence of the grievance shall be invalid and subject to no further
Section 15.2.	Grievance Steps.
Sectio	n 15.2.1. Step 1 - Discuss with Supervisor.
The er meet v accord shall b	nployee shall first discuss the grievance with his immediate supervisor. The parties shall within five (5) working days. All grievances not brought to the immediate supervisor in ance with the preceding sentence within thirty (30) days of the occurrence of the grievance e invalid and subject to no further processing. The supervisor shall respond within five (5) ng days of the meeting.
If the g subsec	<b>n 15.2.2.</b> Step 2 - Written Statement to Supervisor. grievance is not resolved to the employee's satisfaction in accordance with the preceding tion, the employee shall, within ten (10) working days, reduce to writing a statement of the nce containing the following:
B.	The facts on which the grievance is based; The provisions in this Agreement, which have been allegedly violated; and The remedy sought.
recons person of grie	nployee shall submit the written statement of grievance to his immediate supervisor for ideration and shall submit a copy to the official in the administration responsible for nel. The parties will have five (5) working days from submission of the written statement wance to meet and resolve it by indicating on the statement of grievance the disposition. If eeable disposition is made, all parties to the grievance shall sign it.
Sectio	n 15.2.3. Step 3 - Written Statement to Superintendent.
	ettlement has been reached within the five (5) working days referred to in the preceding
subsec	tion, and the Association believes the grievance to be valid, a written statement of
0	nce shall be submitted within fifteen (15) working days to the District Superintendent or his
-	ee. After such submission, the parties will have ten (10) working days from submission of
	itten statement of grievance to resolve it by indicating on the statement of grievance the ition. If an agreeable disposition is made, all parties to the grievance shall sign it.
uispos	nion. It un agreeable disposition is made, an parties to the grievance shall sign it.
<u>Sectio</u>	<u>n 15.2.4. Step 4 – Written Statement to School Board.</u>
If no s	ettlement has been reached within the ten (10) working days referred to in the preceding
subsec	tion, and the Association believes the grievance to be valid, a written statement of

grievance shall be submitted within fifteen (15) working days to the District's Board of Directors.

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After such submission, the parties will have fifteen (15) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by an Association representative or designee. Any grievance not advanced to the next step within the specified time limits shall be deemed waived.

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#### Section 15.2.5. Step 5 - Final and Binding Arbitration of Grievances.

If the decision of the Board of Directors is not acceptable to the Association, the Association may request final and binding arbitration. Such a request must occur within thirty (30) working days of the receipt of the Board decision. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power to add to, subtract from, or alter any of the terms of this bargaining agreement.

<u>Costs</u>: The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

### 20 Section 15.3.

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

## ARTICLE XVI

#### **SALARIES**

### 29 Section 16.1.

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

Section 16.1.1.

2023-2024: All wages on Schedule A will be increased 4.7% inclusive of IPD. Longevity
 increases on the salary schedule will increase from 3% to 4% between Steps 4 to 5 (Years 16-20),
 5 to 6 (Years 21-25), and 6 to 7 (Years 26+). A targeted increase of one dollar (\$1) per hour for
 all bus drivers and three dollars (\$3) per hour for the Transportation Specialist/Driver Trainer
 position applied prior to the four point seven percent (4.7%) increase above.

- 2024-2025: All wages on Schedule A will be increased by the IPD or three percent (3%),
   whichever is greater.
  - **2025-2026:** The parties agree to reopen wages prior to the start of the 2025-2026 school year.

### 46 Section 16.2. Retroactive Pay.

Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this
 Agreement, provided this occurs before the 12th of any month; if not, retroactive pay shall be paid on

Collective Bargaining Agreement (2023-2026) Eatonville Chapter #602 and the Eatonville School District #404



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- the next regular pay day or in the case of retroactive pay resulting from negotiations pursuant to Section
- 2 17.1., on the first regular pay day following agreement on such schedule.
- 4 <u>Section 16.3. Incremental Steps.</u>

Incremental steps shall take place only on September 1. Employees hired prior to March 1 shall be
rounded up. Employees hired on or after March 1 shall be rounded down. Such rounding shall also
apply to vacation credits in Section 8.3. No employee shall suffer any actual reduction in pay because of
this change.

10 Section 16.4.

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Any employee who completes one (1) year of service within a general job classification shall not be subject to the first year employee rate when changing jobs within that general job classification. General job classifications are those outlined in Section 1.3.

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 15 Section 16.5. Salary Disbursement.

Employees under this agreement working on a ten (10) month schedule will receive a salary in twelve (12) equal payments. Earnings from start of annual contract to end of annual contract are calculated by applying the hourly rate times hours per day times days to be worked plus paid holidays. The total is divided by number of payments to be made during the contract period to arrive at the monthly warrant amount.

- Adjustments for extra time, overtime, deduct time and L&I payments are made one (1) month after occurrence. All leave usage is recorded in this manner.
- All employees shall be paid through direct bank deposit.

### 25 <u>Section 16.6. Inservice Rate</u>.

Employees shall be paid their negotiated hourly rate for time spent in attendance at all meetings including consultations with parents, administration and training as required by the District.

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### 29 Section 16.7. Transfer of Previous Experience.

Any newly hired employee who has previously been employed by any public school district in the State of Washington, including Eatonville School District, and is hired to perform work similar to which previously engaged, shall be given longevity credit in the District in accordance with this Article and RCW 28A.400.300.

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## 35 Section 16.8. Hourly Wage Statement.

Hourly wages will be clearly printed on all paychecks if the payroll software program has this capability.
 Paychecks shall be itemized for all hours worked and wages associated with hours worked. A statement
 of hourly rates will be provided to employees at the start of each school year.

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## 40 Section 16.9. Trainer Wage Rate.

## 42 Section 16.9.1. On-The-Job Trainer.

Bargaining unit employees who are on-the-job trainers shall receive an additional three dollars
(\$3) per hour for each hour while training. The date(s) on which training will occur and the
number of hours will be determined and pre-approved by the supervisor. This training plan will be

- 46 submitted to the trainer and trainee in writing.
- 47 48



1	Section 16.9.2. Certification Training Stipend.
2	Bargaining unit employees who are providing training for mandatory certifications will receive a
3	stipend of five hundred dollars (\$500) in addition to the regular hourly wage. This excludes
4	driver trainers.
5	
6	Section 16.10. Payroll Errors.
7	If an error in pay is found that would cause backpay for an employee or would cause the District to
8	recoup pay from the employee, the District and employee will work together to come up with an agreed
9	upon plan, per RCW 49.48.200. The employee may be accompanied by an Association representative.
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11	Section 16.11. VEBA Contribution.
12	The District agrees to contribute ten dollars (\$10) per employee per month, into a VEBA account for all
13	Association represented employees.
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17	ARTICLE XVII
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19	TERMS AND SEPARABILITY OF PROVISIONS
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21	Section 17.1.
22	The term of this Agreement shall be September 1, 2023 through August 31, 2026 and shall not be
23	reopened for any reason except as follows:
24	
25	• This agreement may be reopened and modified at any time during its term upon mutual
26	consent of the parties.
27	• This agreement shall be reopened as necessary to consider the impact of any legislation
28	enacted, which may affect the terms and conditions herein, or create authority to alter
29	personnel practices in public employment.
30	
31	Section 17.2.
32	If any provision of this Agreement or the application of any such provision is held invalid, the remainder
33	of this Agreement shall not be affected thereby.
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37	ARTICLE XVIII
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39	SAFETY
40	
41	Section 18.1.
42	Since it is mutually recognized by the signatories of this contract that safety within the confines of the
43	School District is paramount, the School District shall arrange first aid, blood borne pathogen, active
44	shooter, lockdown procedures and definitions, de-escalation techniques and fire prevention courses to all
45	classified employees within the School District. It is agreed that all employees shall be vigilant in
46	seeking out unsafe or hazardous objects and will report them immediately to the appropriate personnel for
47	correction. The Association President or designee will be a member of the safety committee.
48	o

Collective Bargaining Agreement (2023-2026) Eatonville Chapter #602 and the Eatonville School District #404



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#### ARTICLE XIX 1 2 **EVALUATION** 3 4 Section 19.1. Evaluations. 5 Twelve (12) month employees will be evaluated not later than August 1, less than twelve (12) month 6 employees shall be evaluated no later than June 1 of the school year. Should the District fail to complete 7 yearly evaluations by August 1, for twelve (12) month employees, the employee shall be scored at the 8 highest value for all categories. Should the District fail to complete yearly evaluations by June 1, for less 9 than twelve (12) month employees, the employee shall be scored at the highest value for all categories. 10 11 Section 19.1.1. 12 The evaluator shall include in the written evaluation the reasons for any ratings that do not meet 13 expectations (lowest two (2) possible ratings on each criterion) and provide suggestions for how 14 the employee can improve his/her performance. 15 16 Supervisors are expected to inform employees of performance concerns as they develop. If a 17 supervisor anticipates an overall evaluation rating of "unsatisfactory" the supervisor shall advise 18 the employee of areas of concern in writing, including suggestions for improvement in advance of 19 the evaluation meeting. Such notice will be provided sufficiently in advance of the evaluation 20 meeting for the employee to demonstrate improvement. 21 22 If any employee receives an overall evaluation rating of "unsatisfactory" as defined in the 23 evaluation instrument for Association members, the District may place the employee on a Plan of

evaluation instrument for Association members, the District may place the employee on a Plan of
 Improvement (POI). The decision to implement a POI is part of evaluation content determination
 and is not disciplinary or subject to appeal through a grievance. Prior to beginning the POI, the
 District will meet with the employee and an Association representative, unless the employee
 declines representation, to discuss the elements, timelines and possible consequences of the POI.

The POI will identify the areas of unsatisfactory performance, the timeframe of the POI, the measurable expectation(s) to be met, resources the District will provide to the employee to assist the employee in meeting expectations, and consequences for failure to meet expectations (which may include a recommendation for termination of employment). The evaluator will meet with the employee on a regular basis at minimum, every two (2) weeks and provide the written feedback indicating whether or not the expectations set forth in the POI are/are not being met. At the end of the POI, a new evaluation will be issued.

Prior to a final decision that an employee has failed a POI, the District will meet with the employee, and Association representation if not declined, to discuss the POI and receive the employee's input before making a final determination. A decision to terminate the employee for inadequate performance following a POI may be appealed to the Superintendent or designee, prior to a final decision by the Board of Directors. The final decision may be appealed through the grievance procedure of this Agreement.

#### 45 Section 19.2. Employee Statement.

An employee has the right to attach a written statement or document to the evaluation form within thirty (30) calendar days of the evaluation. Said statement or document shall be referenced in and stapled to the

#### 48 evaluation.

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19	BY: Kathy Bloom, Chapter President	Lucille Fountain, Superintendent
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#### EATONVILLE SCHOOL DISTRICT PSE SALARY SCHEDULE

#### September 1, 2023 to August 31, 2024

PSE Sala	ry Schedule	2023-24	Years	Years	Years	Years	Years	Years	Years
			1-2	3-5	6-10	11-15	16-20	21-25	26+
LANE	Position	SUBS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
MECH	Mechanic	\$27.53	\$30.06	\$30.95	\$31.88	\$32.83	\$34.15	\$35.51	\$36.9
BUSDR	Bus Driver	\$25.33	\$27.56	\$28.35	\$29.17	\$30.02	\$31.22	\$32.47	\$33.7
MCHHP	Mech Helper/Cust	\$23.51	\$25.53	\$26.30	\$27.09	\$27.90	\$29.02	\$30.18	\$31.3
TRNSP	Transportation Specialist	\$26.65	\$28.67	\$29.53	\$30.42	\$31.33	\$32.58	\$33.89	\$35.2
MAINT	Maintenance	\$25.83	\$28.20	\$29.04	\$29.92	\$30.82	\$32.05	\$33.33	\$34.6
MNTEL	Maintenance - Electrician	\$29.18	\$31.55	\$32.50	\$33.47	\$34.49	\$35.87	\$37.30	\$38.7
GRNDS	Groundskeeper	\$24.91	\$27.20	\$28.01	\$28.85	\$29.72	\$30.90	\$32.14	\$33.4
CUST	Custodian	\$23.17	\$25.40	\$26.16	\$26.95	\$27.76	\$28.87	\$30.02	\$31.2
CUAST	Asst. Custodian	\$19.54	\$21.34	\$21.97	\$22.63	\$23.32	\$24.25	\$25.22	\$26.2
HCOOK	Head Cook	\$22.60	\$24.72	\$25.47	\$26.23	\$27.02	\$28.10	\$29.23	\$30.4
COOK	Cook	\$20.92	\$22.85	\$23.54	\$24.25	\$24.97	\$25.97	\$27.01	\$28.0
ACOOK	Assistant Cook	\$19.23	\$20.99	\$21.62	\$22.27	\$22.94	\$23.86	\$24.81	\$25.8
PARA	Paraeducator	\$20.08	\$21.86	\$22.51	\$23.19	\$23.88	\$24.84	\$25.83	\$26.8
MASST	Media Assistant	\$20.55	\$22.39	\$23.05	\$23.75	\$24.45	\$25.43	\$26.45	\$27.5
CTALP	COTA/SLPA/LPN	\$27.00	\$29.57	\$30.46	\$31.37	\$32.31	\$33.60	\$34.95	\$36.3
LPN	LPN Coordinator	\$40.60	\$44.71	\$46.06	\$47.44	\$48.86	\$50.82	\$52.85	\$54.9
SAFOF	Security Officer	\$26.47	\$27.29	\$28.11	\$28.96	\$29.82	\$31.02	\$32.26	\$33.5
SECT	Secretary	\$23.44	\$25.65	\$26.42	\$27.22	\$28.03	\$29.15	\$30.31	\$31.5
OFAST	Office Assistant	\$20.27	\$22.08	\$22.75	\$23.43	\$24.14	\$25.10	\$26.11	\$27.1
SUPPS	Support Services Secretary	\$22.27	\$24.33	\$25.05	\$25.81	\$26.58	\$27.65	\$28.75	\$29.9
GRDSP	Grad Specialist	\$28.46	\$31.02	\$31.96	\$32.91	\$33.90	\$35.26	\$36.67	\$38.1
CRCRD	Career Center Coordinator	\$25.64	\$28.08	\$28.92	\$29.79	\$30.68	\$31.91	\$33.19	\$34.5
POOLA	Pool Assistant	\$19.12	\$20.86	\$21.48	\$22.12	\$22.79	\$23.70	\$24.65	\$25.6
POOLM	Pool Manager	\$22.12	\$24.16	\$24.90	\$25.64	\$26.41	\$27.47	\$28.57	\$29.7
ITLD	Information Technology Lead	\$34.88	\$38.01	\$39.16	\$40.33	\$41.54	\$43.20	\$44.93	\$46.7
NSG	Network Systems Engineer	\$33.90	\$36.96	\$38.06	\$39.21	\$40.38	\$42.00	\$43.68	\$45.4
COMPT	Computer Technician	\$29.45	\$32.25	\$33.21	\$34.22	\$35.24	\$36.65	\$38.12	\$39.6
ITHLP	IT Help Desk	\$22.85	\$24.64	\$25.37	\$26.13	\$26.91	\$27.99	\$29.11	\$30.2



	PSE Salary Schedule		Years						
	2024-25		1-2	3-5	6-10	11-15	16-20	21-25	26+
LANE	Position	SUBS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
MECH	Mechanic	\$28.54	\$31.17	\$32.10	\$33.06	\$34.05	\$35.41	\$36.83	\$38.30
BUSDR	Bus Driver	\$26.27	\$28.58	\$29.40	\$30.25	\$31.13	\$32.37	\$33.67	\$35.01
MCHHP	Mech Helper/Cust	\$24.38	\$26.48	\$27.28	\$28.09	\$28.94	\$30.09	\$31.30	\$32.55
TRNSP	Transportation Specialist	\$27.64	\$29.73	\$30.63	\$31.54	\$32.49	\$33.79	\$35.14	\$36.55
MAINT	Maintenance	\$26.78	\$29.24	\$30.12	\$31.03	\$31.96	\$33.23	\$34.56	\$35.95
MNTEL	Maintenance - Electrician	\$30.26	\$32.72	\$33.71	\$34.71	\$35.76	\$37.19	\$38.68	\$40.23
GRNDS	Groundskeeper	\$25.83	\$28.20	\$29.05	\$29.91	\$30.81	\$32.05	\$33.33	\$34.66
CUST	Custodian	\$24.03	\$26.34	\$27.12	\$27.95	\$28.79	\$29.94	\$31.13	\$32.38
CUAST	Asst. Custodian	\$20.26	\$22.12	\$22.78	\$23.47	\$24.18	\$25.15	\$26.15	\$27.20
нсоок	Head Cook	\$23.43	\$25.64	\$26.41	\$27.20	\$28.02	\$29.14	\$30.31	\$31.52
соок	Cook	\$21.69	\$23.70	\$24.41	\$25.14	\$25.89	\$26.93	\$28.01	\$29.13
ACOOK	Assistant Cook	\$19.94	\$21.77	\$22.42	\$23.09	\$23.79	\$24.74	\$25.73	\$26.76
PARA	Paraeducator	\$20.82	\$22.67	\$23.34	\$24.05	\$24.76	\$25.75	\$26.78	\$27.86
MASST	Media Assistant	\$21.31	\$23.22	\$23.90	\$24.62	\$25.36	\$26.37	\$27.43	\$28.53
CTALP	COTA/SLPA/LPN	\$28.00	\$30.66	\$31.59	\$32.53	\$33.50	\$34.84	\$36.24	\$37.69
LPN	LPN Coordinator	\$42.11	\$46.37	\$47.76	\$49.20	\$50.67	\$52.70	\$54.80	\$57.00
SAFOF	Security Officer	\$27.45	\$28.30	\$29.15	\$30.03	\$30.93	\$32.17	\$33.45	\$34.79
SECT	Secretary	\$24.31	\$26.60	\$27.40	\$28.23	\$29.06	\$30.23	\$31.44	\$32.69
OFAST	Office Assistant	\$21.02	\$22.90	\$23.60	\$24.29	\$25.03	\$26.03	\$27.07	\$28.16
SUPPS	Support Services Secretary	\$23.09	\$25.23	\$25.98	\$26.77	\$27.57	\$28.67	\$29.82	\$31.01
GRDSP	Grad Specialist	\$29.52	\$32.17	\$33.14	\$34.13	\$35.16	\$36.56	\$38.02	\$39.55
CRCRD	Career Center Coordinator	\$26.59	\$29.11	\$29.99	\$30.89	\$31.82	\$33.09	\$34.41	\$35.79
POOLA	Pool Assistant	\$19.83	\$21.63	\$22.28	\$22.94	\$23.63	\$24.58	\$25.56	\$26.59
POOLM	Pool Manager	\$22.94	\$25.06	\$25.82	\$26.59	\$27.39	\$28.49	\$29.62	\$30.81
ITLD	Information Technology Lead	\$36.17	\$39.42	\$40.60	\$41.82	\$43.08	\$44.80	\$46.59	\$48.46
NSG	Network Systems Engineer	\$35.16	\$38.32	\$39.47	\$40.66	\$41.88	\$43.55	\$45.29	\$47.10
COMPT	Computer Technician	\$30.54	\$33.44	\$34.44	\$35.48	\$36.55	\$38.01	\$39.53	\$41.11
ITHLP	IT Help Desk	\$23.70	\$25.55	\$26.31	\$27.10	\$27.91	\$29.03	\$30.19	\$31.39

#### PSE SALARY REOPENER 25-26 SCHOOL YEAR

THE PURPOSE OF THIS DOCUMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES (ASSOCIATION) OF EATONVILLE AND THE EATONVILLE SCHOOL DISTRICT #404 (DISTRICT).

The District, in collaboration with the Association have agreed to the following salary modifications for the 25-26 school year:

Targeted Wage Increases for the following Positions (Applied before IPD):

- 1. Mechanic \$0.50/hr. increase
- 2. Mechanic's Helper \$0.25/hr. increase
- 3. Paraeducator High Needs (EBD, SLC/SCC, Health) \$1.75/hr. increase
- 4. Media Assistant \$1.00/hr. increase
- 5. Office Assistant 1.5% increase
- 6. Support Services Secretary 1.5% increase

Following the targeted increases, the District, in collaboration with the Association have to agreed to a 2.5% (IPD) increase applied to every cell of the salary schedule for the 25-26 school year.

By signing this Salary Reopener, both the Association and the District affirm their understanding and acceptance of the terms outlined in this Salary Reopener.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON Local 1948 EATONVILLE CHAPTER

BY:

Debrahann Austin, Chapter President

DATE:

EATONVILLE SCHOOL DISTRICT #404

BY:

1

Jay Brower, Superintendent

DATE: