

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**ELLENSBURG SCHOOL DISTRICT #401**

**AND**

**PUBLIC SCHOOL EMPLOYEES OF ELLENSBURG**

SEPTEMBER 1, 2024 – AUGUST 31, 2027



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

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1 **PREAMBLE**

2  
3 Pursuant to the conditions set forth in the Public Employees Collective Bargaining Act of 1967, this  
4 constitutes an agreement between the employer, the School Board, and the Public School Employees  
5 Local Organization, an affiliate of the Public School Employees of Washington/SEIU Local 1948  
6 (PSE).  
7

8 The parties agree that it has been and will continue to be in their mutual interest and purposes to  
9 promote systematic and effective employee-management cooperation; to confer and negotiate in good  
10 faith with respect to grievance procedures and collective negotiations on personnel matters, including  
11 wages, hours, and working conditions; to promote effective methods for prompt adjustment of  
12 differences; and to promote full and reasonable employee participation in such personnel areas as are  
13 within the jurisdiction of the employer.  
14  
15

16 **ARTICLE I**

17 **RECOGNITION AND COVERAGE OF AGREEMENT**

18  
19  
20 **Section 1.1.**

21 The District hereby recognizes the Association as the exclusive representative of all employees in the  
22 bargaining unit described in Section 1.5, and the Association recognizes the responsibility of  
23 representing the interests of all such employees.  
24

25 **Section 1.2.**

26 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties  
27 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the  
28 Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).  
29

30 **Section 1.3.**

31 The District will provide current job descriptions when each position is posted.  
32

33 **Section 1.4.**

34 The District will provide affected employees and the Association with such amendments, changes, and  
35 additions to job descriptions as they may from time to time occur.  
36

37 **Section 1.5.**

38 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in  
39 the following general job classifications: Transportation, Food Services, Custodians, Maintenance/  
40 Grounds, Educational Assistants, Secretaries, Printer, and Professional Technician positions listed on  
41 Schedule A.  
42

43 Excluded: Director of Finance, Custodial/Maintenance/Grounds Director, Transportation Director,  
44 Assistant Transportation Director, Food Service Director, Community Schools Director, Executive  
45 Director of Financial Services, Director of Technology, Network Administrator I, Network  
46 Administrator II, Executive Director of Finance and Operations, School Safety Officer, Behavior  
47 Interventionist, Administrative Secretary to the Superintendent, Administrative Assistant-  
48 Superintendent Office, Director of Human Resources, Administrative Student Records Specialist,

Administrative Assistant-Human Resources, HR Specialist I, HR Specialist II, HR Specialist III, Accounts Payable/Purchasing Coordinator, Accounts Payable/Purchasing Officer, Fiscal Assistant I, Fiscal Assistant II, Fiscal Assistant III, Payroll Coordinator, Payroll Officer, Transportation Supervisor, School Based Mental Health Therapist, Community Coalition Coordinator, Nurse Supervisor, and School Based Mental Health Interventionist.

#### **Section 1.6. Definition of Employees.**

A. Permanent employees: Employees assigned to permanent positions.

a. Regular Full-Time:

Any employee who is employed for forty (40) hours per week for full twelve (12) month calendar year two thousand eighty hours (2,080).

b. Regular Part-Time:

An employee who is employed for less than forty (40) hours per week or less than twelve (12) months per year.

B. Temporary employees: Employees who are employed for a specified period of time or replacing a permanent employee on an authorized leave.

C. Substitute employees: Employees employed on a casual basis for a short duration, usually one (1) day at a time.

a. A substitute is a casual employee working less than thirty (30) accumulative days in any twelve (12) month period.

b. After thirty (30) accumulative days of employment in any twelve (12) month period, contractual rights are limited to Step 1, of the current Schedule A.

D. Probationary employees: New employees or current permanent employees who receive appointments to open permanent positions outside of their current classification. However, current employees who fail the new probation period, shall be allowed to return to their former job/classification.

## **ARTICLE II**

### **RIGHTS OF THE EMPLOYER**

#### **Section 2.1.**

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



means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

### **Section 2.2.**

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

## **ARTICLE III**

### **RIGHTS OF EMPLOYEES**

#### **Section 3.1.**

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

#### **Section 3.2.**

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

#### **Section 3.3.**

Employees of the units subject to this Agreement have the right to have Association representatives or other persons present at any hearing concerning a grievance filed by the employee and at any disciplinary hearing.

#### **Section 3.4. Non-Discrimination.**

As per law, parties shall not discriminate against any employee because of membership or non-membership in the Association, race; creed; religion; color; national origin; age; sex; sexual orientation, including gender expression or identity; marital status; families with children; the presence of any sensory, mental or physical disability, unless permitted by a bona fide occupational qualification; use of a trained dog guide or service animal by a person with a disability; honorably discharged veteran; veteran; or military status.

#### **Section 3.5.**

The District may allow employees to alter regular scheduled shifts in order to attend regularly scheduled meetings of the Association, as approved by the Superintendent.

#### **Section 3.6. Personnel Files.**

There shall be only one (1) official personnel file for each employee. Said files shall be kept in the District Administration Office. Each employee shall have the right, upon request, and after making an

1 appointment for that purpose with the personnel administrator, to review the contents of his/her official  
2 personnel file. The review shall be made in the presence of the administrator responsible for  
3 safekeeping of these files. During the review, employees shall be allowed to copy any material therein  
4 and shall be permitted to make a written inventory of material there, and, on request, have such  
5 inventory signed and dated by a representative of the administration.

### 6 7 **Section 3.6.1.**

8 Each employee shall be provided a copy of all material placed in his or her personnel file  
9 within five (5) days of its insertion. An employee may attach comments to any material that is a  
10 part of the personnel file. Any negative materials except annual personnel evaluations and  
11 information regarding criminal behavior shall be expunged from employee personnel file after  
12 three (3) years from date of inclusions. The employee shall make a written request to the  
13 District Personnel Office for this purpose. The employees shall have the right of addendum to  
14 any material placed in their personnel file. Working files kept by supervisors shall be purged at  
15 the end of the school year.

### 16 17 **Section 3.7. Evaluations.**

18 Each employee shall be assigned a supervisor of record for the purpose of evaluation and the grievance  
19 procedure. At a minimum, all employees shall be evaluated yearly by their assigned supervisor. If  
20 deemed necessary by the supervisor, employees may be evaluated more than once annually. Each  
21 supervisor shall address concerns as they come up throughout the year with employee. Evaluations  
22 shall be completed and discussed with the employee by the last workday of the employee's work year.  
23 However, if the employee or supervisor is not available before or on the last workday, the supervisor  
24 shall schedule a meeting for the evaluation conference when the employee returns to work.

25  
26 Evaluations will be based upon direct observation by the employee's immediate supervisor. The  
27 employee and his/her supervisor shall meet to discuss the evaluation. The employee shall sign the  
28 School District's copy of the evaluation report to indicate that he/she has received a copy of the report.  
29 The signature of the employee does not, however, necessarily imply that the employee agrees with the  
30 contents of the evaluation report. The employee shall have the right to attach any comments to the  
31 evaluation report.

32  
33 If an employee's previous overall evaluation contains five (5) of eight (8) ratings of needs  
34 improvement or unsatisfactory, transfer may be denied at the discretion of the Superintendent.

### 35 36 **Section 3.8. Public Disclosure Laws.**

37 Nothing in this Agreement precludes the District from providing records in accordance with public  
38 disclosure laws. The District will notify the employee and the Union prior to the release of protected  
39 records. Employees shall have four (4) business days to notify the District if they plan to file an  
40 injunction blocking the request.

## ARTICLE IV

### RIGHTS OF THE ASSOCIATION

#### **Section 4.1.**

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

#### **Section 4.2.**

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

#### **Section 4.3. Employee Information.**

(Reference RCW 41.56.035)

Monthly, the District will provide membership status changes (such as resignations, LOA, name changes, etc.) on the dues remittance form or provided separately.

Every one hundred twenty (120) business days, the District will provide an .XLSX digital file format to [membership@pseofwa.org](mailto:membership@pseofwa.org) and the Public School Employees of Washington/SEIU Local 1948 (PSE) field representative the following information:

1. The employee's name and date of hire and, if a change in position, the new position start date.
2. The employee's contact information, including:
  - Cellular, home, and work telephone numbers.
  - Work and personal email addresses.
  - Home address or personal mailing address.
  - The employee's job title, employee ID, or unique identifier.
3. Annual salary for contracted work performed under the Collective Bargaining Agreement.
  - Rate of pay for contracted work.
  - Any enhancements or stipends received by the employee.
  - Contracted days for work.
  - Primary work site location or duty station.

#### **Section 4.4. New Hire Notification.**

(Reference RCW 41.56.035) Within twenty one (21) business days of their hire date, the District will provide an .XLSX digital file format to [membership@pseofwa.org](mailto:membership@pseofwa.org) and the PSE field representative for each newly hired employee, including:

1. The employee's name and date of hire.
2. The employee's contact information, including:
  - Cellular, home, and work telephone numbers.
  - Work and personal email addresses.
  - Home address or personal mailing address.
  - The employee's job title, employee ID, or unique identifier.
3. Annual salary for contracted work performed under the Collective Bargaining Agreement.
  - Rate of pay for contracted work.
  - Any enhancements or stipends received by the employee.
  - Contracted days for work.
  - Primary work site location or duty station.

#### **Section 4.5. Association Representative.**

The Association reserves and retains the right to utilize persons of its choice to represent it in all matters relating to this Contract and its representation of employees of the District, including appropriate officials of the Public School Employees of Washington / SEIU Local 1948 State Organization.

#### **Section 4.6. Association Leave for Union Work.**

The president of the Association and designated representatives will be provided time off without loss of pay to a maximum of ten (10) days per year to attend regional or state meetings when the purpose of those meetings is in the best interests of the District as determined by the District administration. The Association shall reimburse the District for the cost of substitutes, if needed, and any other cost associated with the Association activity. There will be no punitive actions on evaluations or negative verbal or written repercussions for the use of time off as provided in this section. Consistent with the general policies and practices above, a bargaining unit member who holds a state elected position in the Association shall be permitted to utilize intermittent release time when such time is paid in full by Public School Employees of Washington/SEIU Local 1948 (PSE).

#### **Section 4.7. Access to New Employees of the Bargaining Unit.**

The District shall provide Public School Employees of Washington/SEIU Local 1948 (PSE) reasonable access to new employees of the bargaining unit for the purposes of presenting information about PSE to the new employee as per RCW 41.56.037. The access is for no less than thirty (30) minutes; and the access occurs during the new employee's regular work hours at the employee's regular worksite, during new employee orientation, or at a location mutually agreed to by the District and PSE.

#### **Section 4.8. New Employee Orientation.**

The District shall provide Public School Employees of Washington/SEIU Local 1948 (PSE) at least three (3) days' notice before any formal scheduled new employee orientation, and within forty-eight (48) hours in advance of the orientation shall provide an electronic list of expected participants. The District shall provide PSE no less than thirty (30) minutes to make a presentation at the beginning of each new employee orientation. District representatives shall not be present during PSE's presentation. PSE shall have the right to distribute materials, such as PSE new hire packets, at the orientation. If the meeting is conducted virtually, the District shall provide PSE with a current personal email and phone number to reach each new hire, consistent with the new hire notification section. The District, as a part of the general orientation of each new employee, shall provide such employee with a list of chapter

1 leaders and contact information furnished by the Association. The District and Association will  
2 collaboratively work to establish a mutually beneficial and agreed upon regular process for ensuring  
3 consistent Union access to new employees.

4  
5 **Section 4.9. Officers and Classification Representatives.**

6 The Association shall notify the District in writing of the selection of classification representatives and  
7 officers on or before the first day of October of each year.

8  
9 **Section 4.10. Privileged Communication.**

10 It is the fiduciary duty of Public School Employees of Washington/SEIU Local 1948 (PSE) to act on  
11 behalf of the members it represents pertaining to privileged communication regarding employment  
12 relations with the employer, this includes all personnel matters, grievances, labor disputes, wages, rates  
13 of pay, hours of employment, all working conditions and collective bargaining. The employer will  
14 follow all applicable laws relating to privileged communication.

15  
16 **Section 4.11. Right to Information.**

17 In order to effectively assist and participate in the resolution of issues, Contract enforcement, and good  
18 faith negotiations, PSE staff and the Association president, shall be entitled to request and receive  
19 information from the District. Requests for information shall be in writing and submitted to the  
20 Director of Human Resources or designee, the reason for the request shall be communicated at the time  
21 of the request.

22  
23  
24 **ARTICLE V**

25  
26 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

27  
28 **Section 5.1.**

29 It is agreed and understood that matters appropriate for consultation and negotiation between the  
30 District and the Association are hours, wages, grievance procedures, and general working conditions of  
31 employees in the bargaining unit subject to this Agreement.

32  
33 **Section 5.2.**

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

37  
38 **Section 5.3.**

39 The Agreement expressed herein in writing constitutes the entire agreement between the parties and no  
40 oral statement shall add to or supersede any of its provisions.

41  
42 **Section 5.3.1.**

43 The parties acknowledge that each has had the unlimited right and opportunity to make  
44 proposals with respect to any matter deemed a proper subject for collective bargaining. The  
45 results of the exercise of that right are set forth in this Agreement. Therefore, except as  
46 otherwise provided in this Agreement, each voluntarily and unqualifiedly agree to waive the  
47 right to oblige the other party to bargain with respect to any subject or matter not specifically  
48 referred to or covered by this Agreement.

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## ARTICLE VI

### ASSOCIATION REPRESENTATION

#### **Section 6.1. Labor Management Committee.**

The Association will designate a Labor Management Committee of three (3) members and the PSE field representative who will meet with the Superintendent of the District or his/her designated representative on a mutually agreeable regular basis to discuss appropriate matters.

#### **Section 6.2.**

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

#### **Section 6.3. Association Time for Meeting With District.**

Time during working hours will be allowed to the Association representatives for attendance at meetings with the District. The length of time and scheduling will be determined by the administration.

#### **Section 6.4.**

Visitation rights shall be granted to the designated representative of the Public School Employees of Washington/SEIU Local 1948 to visit at reasonable times with employees in the bargaining units for purposes of grievance procedures and/or general information. The visiting representatives shall notify the Central Office of his/her expected arrival and in no way shall hamper or obstruct the normal flow of business.

#### **Section 6.5. Bulletin Boards.**

The District shall provide bulletin board space on each work site for the use of the Association. The Association shall have the right to post notices of activities and matters of Association concern on these bulletin boards. The bulletins posted by the Association must be signed by the person posting the item and are the responsibility of the officials of the Association. The Association shall hold the District harmless for the content of the posting.

## ARTICLE VII

### HOURS OF WORK

#### **Section 7.1.**

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



For the Technology Department only, a workweek shall consist of four (4) consecutive days falling between Monday and Friday, followed by three (3) consecutive days of rest.

### **Section 7.2.**

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of one (1) calendar week; provided, however, this notice may be waived by the employee, and the employer may change the existing workweek in case of emergency without prior notice. It is agreed and understood that routine absences which may be covered by substitute employees shall not constitute an emergency for the purposes of this section.

### **Section 7.3.**

Each employee shall be assigned to a definite shift with designated times of beginning and ending.

#### **Section 7.3.1. Work Hours.**

All work shifts shall consist of up to an eight (8) hour workday. The employee shall be given a fifteen (15) minute uninterrupted paid rest period for each three (3) hours of consecutive work. Rest periods shall occur as near the middle of each half shift as is practicable. Work shifts of five (5) hours or more shall have a thirty (30) minute uninterrupted and unpaid lunch period as near the middle of the shift as is practicable.

| Consecutive Hours | Unpaid Lunch Break            | Paid Rest Break              |
|-------------------|-------------------------------|------------------------------|
| <u>Work Shift</u> | <u>Lunch Break</u>            | <u>Rest Break</u>            |
| 6 - 8             | One (1) 30-minute lunch break | Two (2) 15-minute rest break |
| 5                 | One (1) 30-minute lunch break | One (1) 15-minute rest break |
| 3 - 4-¾           | No lunch break                | One (1) 15-minute rest break |

For the Technology Department only, a work shift shall consist of ten (10) hours. The work shift shall have a thirty (30) minute uninterrupted and unpaid lunch period as near the middle of the shift as is practicable. The work shift shall include a fifteen (15) minute first half and fifteen (15) minute second half paid rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

#### **Section 7.3.2. Summer Schedule.**

Employees may opt for an alternative workweek beginning the Monday after the last school day in June and will begin transitioning back to regular shifts, based on building needs, no later than the first full week before school starts in September. Summer schedules will be coordinated with the supervisor and are subject to supervisor approval. Alternative work schedule may include the following:

- A. Four (4) ten (10) hour workdays, staggered to cover a five (5) day work week.
- B. Early starting times to enable an early end to the individual shifts.

Summer schedules will include a thirty (30) minute uninterrupted and unpaid lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and 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.

**Section 7.4.**

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

**Section 7.5.**

Employees requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received by the employee in the higher classification based on the experience step.

**Section 7.6. Overtime.**

Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter provided.

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

When a special activity results in the need for extra time to prepare a facility for normal use, as determined by the custodial supervisor, a custodian assigned to that building will be paid overtime for the extra work.

All overtime must have prior approval by the Superintendent of schools or the employee's immediate supervisor.

**Section 7.6.1.**

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

For shifts regularly scheduled to be greater than eight (8) hours per day, all hours worked in excess of the employee's regularly scheduled day and/or forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the employee's base pay.

**Section 7.6.2.**

All hours worked on Saturday, in excess of the employee's normal workweek, as defined herein, shall be compensated at the rate of one and one-half (1½) times the employee's base pay, provided, however, this section shall not apply to bus drivers.

**Section 7.6.3.**

All hours worked on Sunday, in excess of the employee's normal workweek, as defined herein, shall be compensated at the rate of twice the employee's base pay; provided, however, this section shall not apply to bus drivers.



1       **Section 7.6.4.**

2       Employees called back on a regular workday, or called on Saturday or Sunday, shall receive no  
3       less than two (2) hours' pay at the appropriate rate. Callback may only be authorized by the  
4       Superintendent, building principal, supervisor, or Police-Fire Department.

5  
6       **Section 7.7. Drivers Only.**

7       Recognizing that personnel in the Transportation Unit present special shift problems, the parties agree  
8       that shifts shall be established in that unit in relation to routes and driving times requisite to fulfilling  
9       tasks assigned by the supervisor of the Transportation Unit. All bus drivers shall receive fifty (50)  
10      minutes per day for the following preliminary and postliminary activities, such as pre-trip/post-trip  
11      inspection, bus cleanup, requested record keeping/reporting, bus fueling, and responding to District  
12      mail.

13  
14      No more than two (2) drivers' routes shall be paid for less than four (4) hours per day. Drivers whose  
15      routes are scheduled for less than four (4) hours per day except for the two (2) listed above will make  
16      up time up to four (4) hours within the department at the direction of the department supervisor.

17  
18      **Section 7.7.1.**

19      Drivers shall have the opportunity to drive in place of an absent driver when that work does not  
20      conflict with their regularly assigned school bus driving or regularly assigned work in other  
21      classifications. The assignment of this type of work will be made by rotation. The rotation will  
22      begin at the beginning of the year with the most senior driver. Drivers wishing to perform this  
23      type of work must sign the rotation list to be eligible. Drivers may request their names be added  
24      to the rotation, provided that the requesting driver will not be eligible for this type of work until  
25      a full rotation has been completed. Drivers who pass on this type of work five (5) consecutive  
26      times will be removed from the rotation unless the Transportation Director determines that the  
27      driver's reasons for passing are legitimate.

28  
29      Driver's assigned routes with less than forty (40) hours per week will have the opportunity to  
30      work in other classifications when needed; however, drivers will not be awarded work that  
31      conflicts with assigned positions in other classifications.

32  
33      Drivers shall be paid for all their scheduled time regardless if a portion of their route time based  
34      on the most current sign NOE is canceled. If a portion of the route is canceled, then the  
35      supervisor has the right to find other work for the employee to do.

36  
37      **Section 7.7.2. Wait Time.**

38      Drivers who have wait time during regularly scheduled bus runs shall be compensated for such  
39      time at the driver's regular hourly rate, up to one (1) hour per day. Drivers shall be available to  
40      perform transportation work during this time if deemed necessary by the Transportation  
41      Supervisor/Director.

42  
43      **Section 7.7.3.**

44      When an extra trip falls within drivers' regular run times on weekdays, the drivers shall be paid  
45      their base hourly rate for all time that falls within their regular run times.

1 **Section 7.7.4.**

2 All overnight trips will be assigned on a straight seniority basis. These trips will be paid twelve  
3 (12) hours per twenty-four (24) hour day. The day will be considered to have started when the  
4 driver reports to work for the trip. In the last part of the trip, if a full day is not completed, the  
5 driver will be paid for the number of hours between the end of previous day and the end of the  
6 trip, up to twelve (12) hours. When an overnight trip falls within the driver's regular run times  
7 on weekdays, the drivers shall be paid their base hourly rate for all time that falls within their  
8 regular run times. Reasonable meals and lodging will be paid.  
9

10 **Section 7.7.5. Extra Trip and Stand-By Pay.**

11 The rate of pay for driving time during extra trips will be the driver's base hourly rate. Stand-by  
12 time will be paid at the driver's base hourly rate.  
13

14 **Section 7.7.6. Summer Trip Rotation.**

15 Summer trips will be assigned by rotation. The rotation will begin following the last day of the  
16 academic calendar and end the day before the first day of the new school year. The rotation will  
17 begin with the most senior driver and will proceed in order of seniority. Drivers interested in  
18 summer trips will request their names be added to the trip driver list before the last day of  
19 school according to the academic calendar. Drivers may request their names be added to the  
20 rotation, provided that the requesting driver will not be eligible for a trip until a full rotation has  
21 been completed. Drivers may request their names be removed from the rotation.  
22

23 **Section 7.7.7.**

24 Drivers shall be guaranteed two (2) hours pay for all call out time for unscheduled trips, events,  
25 or emergencies.  
26

27 **Section 7.7.8.**

28 All regular drivers shall be reimbursed at their hourly rate for required staff meetings, student  
29 and/or parent meetings, and the three (3) hour annual certification meeting.  
30

31 **Section 7.7.9. Basic Trip Board - Rotation Trips.**

- 32 A. Trip lists will be maintained in order of seniority.  
33  
34 B. Trips will be assigned by rotation. The rotation will begin at the beginning of the school  
35 year with most senior driver and will proceed in order of seniority.  
36  
37 C. Drivers interested in trips will request their names be added to the trip list before school  
38 begins.  
39  
40 D. A driver may request the addition of his or her name to the trip list during the school  
41 year. A full rotation must be completed before that driver is eligible to bid a trip.  
42  
43 E. A driver may request his or her name removed from the trip driver list.  
44  
45 F. Drivers must be present at bid in order to bid. If a driver is on official School District  
46 business or on pre-approved leave, that driver may bid by proxy.  
47

- 1 G. When it is a driver's turn to bid on a trip, the driver will choose one trip from the  
2 available trips for the week in question.
- 3
- 4 H. A set time and day of the week will be established for bidding. Trips will be bid for the  
5 following week.
- 6
- 7 I. Trips will be posted at least two (2) weeks prior to bid or as close thereto as possible,  
8 but not less than twenty-four (24) hours prior to bid.
- 9
- 10 J. When a trip is canceled or postponed and that trip has been bid by a driver, that driver  
11 will have the opportunity to take a like time and day trip from the current bid week.  
12 This driver shall not lose his/her turn in the trip rotation.
- 13

14 **Section 7.7.10. Short Notice Board.**

- 15 A. Trip lists will be maintained in order of seniority.
- 16
- 17 B. Short-notice trips will be assigned by rotation. The rotation will begin at the beginning  
18 of the school year with the most senior driver and will proceed in order of seniority.
- 19
- 20 C. All trips added to the trip list for a given week following the bid for that week will be  
21 added to the short-notice board.
- 22
- 23 D. A driver may request the addition of his or her name to the trip list during the school  
24 year. A full rotation must be completed before that driver is eligible to bid a trip.
- 25
- 26 E. Short-notice trips will be posted on the short-notice trip board with a closing time and  
27 date.
- 28
- 29 F. In the event that a bargaining unit driver is not available or willing to take an extra trip,  
30 the District may assign the trip to a substitute driver. In emergencies situations (trips  
31 that need to be assigned within twelve [12] hours), the supervisor may assign a driver as  
32 needed.
- 33

34 **Section 7.7.11. Ski Trips.**

35 All ski trips for the school year will be assigned by seniority to a single driver. That driver must  
36 be available to drive each ski trip without exception.

37

38 **Section 7.8. School Delay or Closure.**

39 During inclement weather or emergencies that might require the schools to close down, the District  
40 shall make reasonable efforts to inform employees that they should not report for work. The efforts  
41 will be satisfied by notices given on specified radio stations, television stations, or website.  
42 Maintenance and Custodial staff may be required to work to protect facilities, engage in snow removal,  
43 or other assigned tasks related to the safety of the buildings and facilities.

44

45 **Classified Staff Weather/Emergency Conditions Guidelines for Delayed Starts or Closures:**

- 46 • Weather/emergency conditions can result in the delayed opening of schools/work sites.  
47 Employees should assume they will complete their regular work schedule each day. When  
48 weather conditions create hazards and delay employee's arrival to work, their work schedule

may need to be adjusted. Adjustments to work schedule will be coordinated with the supervisor and the impacted employee.

- If a classified employee cannot arrive for their regular work schedule due to weather/emergency conditions, the employee is to decide what adjustments he/she needs to make to travel safely and report to work.
- Extreme weather conditions may require an employee to arrive late to work or leave early from work.
- If for some reason the adjustment of the employee's workday to start later and end later is not viable for the employee or the District, then the employee may access emergency leave, unpaid leave or if possible, make up the missed work hours.
- When weather/emergency conditions result in school closure after the school day has begun or the cancelation of routes/programs or the emergency early release of students, the employees will work their regular schedule unless the Superintendent closes their school and/or department due to unsafe conditions. (The employee may access emergency leave, per Section 9.8. or unpaid leave for the missed work hours.)
- When schools or departments are closed before the workday begins, less than two hundred sixty (260)-day employees will not work on that day, unless previous arrangements have been made by their supervisor. The day will be made up later in the year per the calendar unless the calendar day is waived by OSPI.

There may be exceptions to an individual's situation, so the employee should contact his/her supervisor or Human Resources, if the supervisor is not available, to receive guidance on his/her situation.

## ARTICLE VIII

### HOLIDAYS AND VACATIONS

#### **Section 8.1. Holidays.**

All employees shall receive the following paid holidays that fall within their contracted days of service in the school/work year. Employees must work either their last scheduled shift preceding the holiday or their first scheduled shift succeeding the holiday, subject to the exceptions provided in Section 8.1 below.

- |                                  |  |
|----------------------------------|--|
| 1. New Year's Day                | 8. Veterans' Day   |
| 2. Martin Luther King's Birthday | 9. Thanksgiving Day  |
| 3. Presidents' Day               | 10. Native American Heritage Day<br>(Day after Thanksgiving) |
| 4. Memorial Day                  | 11. Day before Christmas                                     |
| 5. Juneteenth (June 19)          | 12. Christmas Day  |
| 6. Independence Day              | 13. Day before New Year's Day                                |
| 7. Labor Day                     |  |

**Section 8.1.1. Unworked Holidays.**

All employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked either their last scheduled shift preceding the holiday or their first scheduled shift succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness they were unable to work on either of such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays. If a paid holiday falls on a weekend, the employee shall receive an extra day's pay at the appropriate rate or another day off.

**Section 8.1.2. Worked Holidays.**

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus one and one-half (1½) times their base rate for all hours worked on such holidays.

**Section 8.1.3. Holidays During Vacation.**

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

**Section 8.2. Vacations.**

**Section 8.2.1.**

Vacations shall be granted to all full-time (twelve [12] month) employees as follows:

|                                      |   |                     |
|--------------------------------------|---|---------------------|
| At completion of 1 year of service   | - | 5 days of vacation  |
| At completion of 2 years of service  | - | 10 days of vacation |
| At completion of 3 years of service  | - | 11 days of vacation |
| At completion of 4 years of service  | - | 13 days of vacation |
| At completion of 5 years of service  | - | 15 days of vacation |
| At completion of 6 years of service  | - | 16 days of vacation |
| At completion of 7 years of service  | - | 17 days of vacation |
| At completion of 8 years of service  | - | 18 days of vacation |
| At completion of 9 years of service  | - | 19 days of vacation |
| At completion of 10 years of service | - | 20 days of vacation |

Upon completion of eleven (11) years of service, and each subsequent year, each employee shall receive twenty (20) days paid vacation plus one (1) additional day of paid vacation per year of service beyond ten (10) to a maximum of twenty-five (25) days' paid vacation.

In the last year of employment with the District leading up to retirement, any PERS Plan I employee may convert any accumulated vacation into salary to increase retirement credits up to the limits allowed by state statute, presently thirty (30) days or two hundred forty (240) hours.

**Section 8.2.2.**

It is mutually agreed that vacations shall be scheduled at the request of the employee. If the request is during the regularly scheduled school year, administrative approval will be required. This approval must be within five (5) workdays of receipt of request.

1       **Section 8.2.3.**

2       Under certain circumstances, upon agreement between the employee and the District, advance  
3       vacation of up to that earned in one (1) year may be granted and taken. An employee may  
4       accumulate a maximum of twenty (20) days' vacation from the previous year for one (1) year  
5       or be paid.  
6

7       **Section 8.2.4.**

8       Vacation requests are limited to fifteen (15) consecutive days unless the School District agrees  
9       to waive this limit.  
10

11       **Section 8.2.5.**

12       Eligibility for use of vacation credit shall be determined as follows.  
13

14               **Section 8.2.5.1.**

15               An employee becomes eligible to use his vacation credit after reaching his first  
16               eligibility date.  
17

18               **Section 8.2.5.2.**

19               The eligibility date of an employee newly hired or hired after termination of  
20               employment shall occur on the anniversary date of his employment; provided, however,  
21               that employees shall be eligible for benefits accruing during the first year prorated to the  
22               next July 1.  
23

24               **Section 8.2.5.3.**

25               Time on layoff and time on authorized leave of absence will be counted as continuous  
26               service for the purpose of establishing and retaining eligibility dates.  
27

28       **Section 8.2.6.**

29       Any employee who is discharged, or who terminates employment, shall receive payment at  
30       his/her base rate (defined as the employees' current rate of pay on the current Schedule A), for  
31       unused vacation credit with their final paycheck.  
32

33  
34                               **ARTICLE IX**

35  
36                               **LEAVES**

37  
38       **Section 9.1. Sick Leave.**

39  
40               **Section 9.1.1.**

41               Each employee shall accumulate twelve (12) days sick leave per year or a pro-rated portion of  
42               twelve (12) days if the employee works less than his/her normal work year.  
43

44               The District shall project the number of annual days of sick leave at the beginning of the school  
45               year according to the estimated calendar months the employee is to work during that year. The  
46               employee shall be entitled to the projected number of days of sick leave at the beginning of the  
47               school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the  
48               employee's normal daily work shift increase or decrease one (1) subsequent to an accumulation

of days of sick leave. Sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. A health care provider's signed statement may be required for leave lasting more than five (5) consecutive workdays. (Note: RCW 49.46.210 actually requires "exceeding three [3] days").

RCW 28A.400.300 allows the District to grant compensated leave for illness, injury, and emergency. The District shall grant each employee twelve (12) compensated leave days for illness, injury, and emergency each employment year. Each employee shall be allowed to accumulate illness, injury, and emergency up to the number of days of annual employment. Such an accumulation shall not exceed the number of employment days.

### **Section 9.1.2. Family Leave.**

An employee is authorized to utilize sick leave for the following reasons: To provide care for a family member with mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health conditions; or care for a family member who needs preventative medical care needed to provide care for a family member with a mental or physical illness, injury, or health condition. Family means any of the following:

- A. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
- B. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- C. A spouse.
- D. A registered domestic partner.
- E. A grandparent.
- F. A grandchild; or
- G. A sibling.

### **Section 9.1.3. Verification of Sick Leave Use.**

For absences exceeding five (5) days, the District may require verification that an employee's use of paid sick time is consistent within the law and Board Policy 5401. If requested, the verification will be provided to the Human Resources Department within ten (10) days after the employee returns from the leave. The District's requirement for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.



1 **Section 9.1.4. Washington Paid Family and Medical Leave.**

2 Employees shall be eligible to receive Paid Family and Medical Leave under the Washington  
3 State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees  
4 must have worked a minimum of eight hundred twenty (820) hours within the past calendar  
5 year. Such leave shall be used consecutively with the employee's other leave entitlements  
6 unless the employee elects otherwise. As provided by state law, the District shall pay only the  
7 employers' portion of the payroll premium to fund this leave. The District shall use the state  
8 insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave  
9 is used for pregnancy/maternity disability, the District shall maintain health insurance benefits  
10 during periods of approved PFML. Employees may elect to access other leave benefits for  
11 which they are eligible in accordance with those provisions as described in this Agreement and  
12 District policy while the employee is on an approved leave under this section.  
13

14 **Section 9.1.5. Industrial Insurance.**

15 In the event employees are absent for reasons which are covered by Industrial Insurance, the  
16 District shall pay the employee an amount equal to the difference between the amount paid the  
17 employee by the Department of Labor and Industries and the amount the employee would  
18 normally earn, decreased by the amount required to pay the Department of Labor and Industries  
19 retirement contribution on behalf of the employee. The District shall pay the difference  
20 between the employee's normal daily earnings and that provided by the Industrial Accident  
21 Insurance and have such difference deducted from any accumulated sick leave.  
22

23 **Section 9.1.6.**

24 Employees who have accrued sick leave while employed by another public school district in a  
25 similar capacity in the State of Washington shall be given credit for such accrued sick leave  
26 upon employment by the District.  
27

28 **Section 9.1.7. Sick Leave Cash Out.**

29 This leave and its accumulation of days shall be subject to any and all the provisions of the sick  
30 leave conversion contained in RCW 28A.400.210.  
31

32 **Section 9.1.8. Sick Leave Sharing.**

33 The District shall provide employees the ability to donate leave days in a manner that is aligned  
34 with RCW 41.04.665. Bargaining unit members who have accumulated more than one hundred  
35 seventy-six (176) hours of sick leave may donate sick leave days to other employees in any  
36 twelve (12) month period. The employee donating the days shall specify the number of days to  
37 be donated. No transfer of sick leave shall cause the donator's leave accumulation to fall below  
38 one hundred seventy-six (176) hours of sick leave as of the date of transfer. Employees who  
39 donate sick leave shall be allowed to specify which employee shall receive the donated leave.  
40

41 **Section 9.2. Bereavement Leave.**

42 Each employee shall be entitled to a maximum of five (5) days leave with pay for each occasion when  
43 absence is caused by the death of a relative. Employees who have the burden of funeral arrangements  
44 or additional hardships may request from the Superintendent two (2) additional days of bereavement  
45 leave. Such leave shall not be deducted from sick leave and is noncumulative. Other bereavement  
46 leave may be considered on a case-by-case basis and is at the discretion of the Superintendent or  
47 supervisor.  
48



**Section 9.3. Parental Leave.**

- A. It is an unfair practice to discharge an employee or penalize her in terms and conditions of employment because she requires time away from work for childbearing.
- B. It is an unfair practice for an employer to refuse to hire a woman because she is pregnant, unless the pregnant condition of the woman currently prevents her from performing the job. The burden shall be on the District to show that its decision not to hire a woman because of pregnancy was based on adequate practice to refuse to hire an applicant because he/she will be entitled to parental leave, or because he or she may become entitled to parental leave.
- C. An employee who substantially fulfills the notice requirements of this section shall be entitled to take a leave of absence for childbirth for a reasonable length of time and thereafter return to his/her job under the same uniform terms and conditions as any other employee consistent with District policy on temporary disability. He/she shall not be required to leave work at the expiration of any arbitrary time period during pregnancy but shall be allowed to work as long as he/she is capable of performing the duties of his/her job and as long as his/her physician concurs. To be entitled to parental leave under this section, an employee shall inform his/her supervisor in advance of his/her intention to take leave and the approximate time he/she expects to return to work, and within thirty (30) calendar days after childbirth shall inform the employer of the specific day he/she will return to work. Such leave shall be taken from accumulated sick leave. An employee wishing to return to work prior to six (6) weeks following childbirth must produce a certificate of health.
- D. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

Written and unwritten employment policies and practices involving matters such as the availability of extension of leave time; the accrual of benefits and privileges, such as seniority, retirement, pension rights, and other service credits; sick leave plan, formal or informal; shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.
- E. If an employer provides maternity insurance coverage to wives of male employees, the same coverage must also be provided to female employees.
- F. The law against discrimination and these rules apply to married and unmarried woman alike. An employer's maternity leave policy and benefits must apply equally to married and unmarried women.
- G. Employees seeking maternity leave may receive PFML benefits per the Employment Security Department guidelines at no less than twelve (12) weeks and as much as sixteen (16) weeks. While there is no time limit on pregnancy disability, for the purpose of PFML benefits, this period may extend the benefit to a maximum of sixteen (16) weeks. The employee may also access all other available leave benefits, as described in this section. All of the provisions of Section 9.3 shall be interpreted consistent with the rules and regulations of maternity/paternity leave within the law.

1       **Section 9.3.1. Adoption Leave.**

2       An employee who is adopting a child shall be granted up to seven (7) days leave with pay in  
3       order to complete the adoption process. Such leave shall be deducted from accumulated sick  
4       leave and may be used for court and legal procedures, home study and evaluation, and/or  
5       required home visitation by the adoption agency.  
6

7       **Section 9.4. Judicial Leave.**

8       In the event an employee is summoned to serve as a juror, or appear as a witness in court for the  
9       School District, or is named as a codefendant with the District, such employee shall receive a normal  
10      day's pay for each day of required presence in court; provided, however, that any compensation  
11      received for such service shall be paid to the District. Such repayment shall not exceed the employee's  
12      normal daily pay. In the event that an employee is a party in a court action or subpoenaed for  
13      proceedings of a personal nature, e.g., settlement of a family estate, custody or divorce proceeding,  
14      etc., the employee may use personal leave or be granted leave without pay.  
15

16      **Section 9.5. Leave of Absence from the District.**

17  
18      **Section 9.5.1.**

19      Upon recommendation of the immediate supervisor through administrative channels to the  
20      Superintendent, and upon approval of the Board of Directors, an employee may be granted a  
21      leave of absence for a period not to exceed one (1) year; provided, however, if such leave is  
22      granted due to extended illness, one (1) additional year may be granted. Classified employees  
23      shall be granted a leave of absence for continuing education that qualifies within their job  
24      classification. Requests for a leave of absence will include an anticipated date of return. For  
25      leave of absence of one (1) year, the employee will notify the District by April 15 of their plan  
26      to return.  
27

28      **Section 9.5.2.**

29      The returning employee will be assigned a position equivalent to the position occupied before  
30      the leave of absence. Permanent employees hired to fill positions of employees on leave of  
31      absence will be hired for a specific period of time, during which they shall be subject to all  
32      provisions of this Agreement. The employment relationship with temporary employees filling  
33      these positions will end at the specified period of time communicated for the duration of the  
34      position. It shall be the responsibility of the employer to inform replacement employees of  
35      these provisions.  
36

37      **Section 9.5.3. Medical Leave of Absence.**

38      In the event an employee requires a medical leave of absence for the ensuing school year, a  
39      written notice shall be submitted along with a health care provided verification, to the  
40      Personnel Office as soon as reasonable. Approval shall be considered as quickly as possible.  
41

42      **Section 9.5.4.**

43      The employee will retain accrued sick leave, vested vacation rights, and seniority rights while  
44      on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while  
45      the employee is on leave of absence; provided, however, that if such leave is approved for  
46      extended illness or injury, or military service seniority shall accrue.  
47

1       **Section 9.5.5.**

2       Employees who enlist, or have enlisted, in the Armed Forces of the United States shall be  
3       granted an extended leave of absence for a length of time sufficient to cover their initial term of  
4       active duty.

- 5
- 6           A. The District shall provide qualified employees with military leave in accordance with  
7           state law, District Policy (5407), and federal law.
- 8
- 9           B. Every officer and employee of the state or of any county, city, or other political  
10          subdivision thereof who is a member of the Washington National Guard or of the Army,  
11          Navy, Air Force, Coast Guard, or Marine Corps of the United States, or of any  
12          organized reserve or armed forces of the United States shall be entitled to and shall be  
13          granted military leave of absence from such employment for a period not exceeding  
14          twenty-one (21) days during each year beginning October 1<sup>st</sup> and ending the following  
15          September 30<sup>th</sup>. Such leave shall be granted in order that the person may report for  
16          active duty, when called, or take part in active training duty in such manner and at such  
17          time as he or she may be ordered to active duty or active training duty. Such military  
18          leave of absence shall be in addition to any vacation or sick leave to which the officer or  
19          employee might otherwise be entitled, and shall not involve any loss of efficiency  
20          rating, privileges, or pay. During the period of military leave, the officer or employee  
21          shall receive from the state, or the county, city, or other political subdivision, his or her  
22          normal pay.
- 23
- 24          C. Upon return from leave, the employee shall be placed in the position last held or a  
25          similar position in the District. Military leave of absence is construed as regular service  
26          in regard to salary increments.
- 27

28       **Section 9.6. Personal Leave.**

29       Employees shall be granted three (3) days personal leave per year, discrete from any other leaves. No  
30       reason needs to be given to take this leave. The intent of this leave is to enable the employee to meet  
31       legal, personal, financial, or family obligations resulting from conditions and/or occurring at a time  
32       impossible for the employee to control. Personal leave days may be combined with unpaid leave if  
33       approved by the supervisor.

34

35       No personal leave days may be taken on the first or last day of school. No more than two (2)  
36       employees per building or work group may be gone on personal leave at one (1) time. Except in cases  
37       of emergency, applications for personal leave must be received by the supervisor via email, phone, or  
38       in-person conversation five (5) workdays in advance of the leave. In conjunction with notification to  
39       the supervisor, the employee will enter the leave request in the appropriate on-line request system.  
40       Approval or denial of the request from the immediate supervisor must be provided to the employee  
41       within three (3) working days after the day of submittal. Personal leave may be used to extend a  
42       holiday one (1) time per year.

43

44       Personal leave will not be carried over into the next school year. At the end of the fiscal school year  
45       any unused personal leave day(s) will automatically be cashed out at the hourly rate of pay earned in  
46       their last paycheck of the school year. All personal leave days will be tracked on the employee's  
47       monthly pay stub.

48

**Section 9.6.1. Unpaid Leave.**

Employees shall be granted four (4) days unpaid leave and no more. An employee must exhaust all vacation and personal days before using unpaid leave. Except in cases of emergency, applications for unpaid leave must be received by the supervisor five (5) workdays in advance. This leave is noncumulative and may not be used in conjunction with other unpaid leave provided under this Section 9.6.1.

**Section 9.7. Family and Medical Leave.**

The Public School Employees of Washington/SEIU Local 1948 (PSE) employees shall be granted the Federal Family and Medical Leave provisions in accordance with prevailing federal statutes.

**Section 9.8. Emergency Leave.**

A maximum of five (5) days' paid leave will be granted annually for emergencies which require the employee's presence. An emergency is defined as a situation which is unplanned or unanticipated and is suddenly precipitated, or when preplanning would not relieve the emergency. Such leave is noncumulative, to be deducted from sick leave upon use. Employees must notify their supervisor as soon as possible within the first day of the emergency and the remaining days of leave if applicable will be subject to approval by the supervisor. This leave is available to all employees.

**Section 9.9. Faith or Conscience Leave.**

The District shall provide employees with faith or conscience leave in accordance with state law. Employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience as defined by applicable RCWs (reference RCW 1.16.050, RCW 43.41.109, and WAC 82-56-030).

**Section 9.10. Domestic Violence Leave.**

The District shall provide employees with domestic violence leave in accordance with state law. Employees who are victims of domestic violence, sexual assault, or stalking shall be entitled to take reasonable leave from work to take care of legal needs and obtain health care. Such leave will be with or without pay at the employee's discretion. Employees shall be entitled to take reasonable leave to help a family member obtain needed treatment or services. In addition to the definition of "family member" in Article IX, Section 9.1.2, this section shall include any dating partner, domestic partner, significant other, or other person whom the employee is dating.

**ARTICLE X**

**PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

**Section 10.1.**

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. Provided further, should two (2) or more employees in the same classification be hired on the same day, seniority shall be determined by the application date. Should the application dates be the same, these employees' seniority shall be determined by lot.

**Section 10.2.**

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

**Section 10.2.1.**

Employees who, during their probationary period, go on leave shall have their probationary period extended by the number of calendar days they are on leave including any intervening non workdays (not to include sick leave).

**Section 10.2.2.**

Newly hired probationary employees have no seniority rights and are not subject to (or protected by) the progressive disciplinary steps in Article XI or the grievance procedure in Article XV to the extent the employee may not grieve a termination while on probation.

**Section 10.2.3.**

Newly hired probationary employees must complete their probationary period before being considered for another District job.

**Section 10.3.**

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

**Section 10.4.**

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

- A. Resignation;
- B. Discharge for sufficient cause;
- C. Retirement;
- D. Change in job classification within the bargaining unit, as hereinafter provided; or
- E. Layoff more than twelve (12) months.

**Section 10.5.**

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

- A. Time lost by reason of industrial accident, industrial illness, or judicial leave;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- C. Time spent on other authorized leaves of absence; or
- D. Time spent on layoff less than twelve (12) months.

**Section 10.6.**

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.5.

- A. Non-instructional aides must meet minimum requirements of AA degree or seventy-two (72) credits at an accredited college or university to accrue seniority rights within the Educational Assistants classification.

1 **Section 10.7.**

2 The employee with the earliest hire date shall have preferential rights regarding shift selection,  
3 vacation periods, and special services, including overtime. The employee with the earliest hire date  
4 shall have preferential rights regarding promotions, assignment to new or open jobs or positions, and  
5 layoffs when ability and performance are substantially equal with junior employees. If the District  
6 determines the seniority rights should not govern because a junior employee possesses ability and  
7 performance substantially greater than a senior employee or senior employees, the District shall set  
8 forth in writing, if requested, to the employee or employees and the organization's grievance  
9 committee chairman its reasons why the senior employee or employees have been bypassed. In the  
10 event the District determines within six (6) months that an employee who has been promoted or  
11 transferred is incapable of performing required duties, such employee shall be returned to the position  
12 previously held or an equivalent position or discharged for sufficient cause.

13  
14 **Section 10.7.1.**

15 For permanent full-time or part-time positions, time increases or decreases of up to one (1) hour  
16 per day shall not be considered a new or open job or position and shall not be required to be  
17 posted. This language will apply to individual increases or decreases but will not be applied on  
18 an across-the-board basis.

19  
20 **Section 10.8.**

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

24  
25 **Section 10.9.**

26 All vacancies and new positions shall be publicized to the staff and the Association through a written  
27 notice which shall be distributed to each classified building secretary or department supervisor and  
28 forwarded to the president of the Association as far in advance of the date of the opening of any  
29 vacancy or new position as possible. The position will be posted to in-District employees for five (5)  
30 workdays, and all internal applicants that meet the minimum qualifications shall receive an initial  
31 interview and testing, if required, before any external offers are extended. The job posting shall give  
32 information about the open position regarding building, hours of job, duties required, etc. Employees  
33 in any classification shall have preferential rights over "out-of-District applicants." If the District  
34 determines an out-of-District applicant possesses ability, performance, and qualifications substantially  
35 greater than a current employee, the District shall set forth in writing, if requested, to the employee or  
36 employees and the organization's grievance committee chairman its reasons why the senior employee  
37 or employees have been bypassed.

38  
39 **Section 10.9.1.**

40 Any temporary position shall be declared open and posted for bid no later than twenty (20)  
41 consecutive workdays from its inception.

42  
43 **Section 10.9.2.**

44 Any permanent position filled by a substitute employee for more than thirty (30) consecutive  
45 workdays, shall be posted and filled as a temporary position with benefits to protect the return  
46 provisions of the employee on leave. The posting shall indicate the length of the temporary  
47 position.



1       **Section 10.9.3. Job Postings.**

2       The District shall post job openings on the Ellensburg School District employment page and  
3       send an email of the posting to each Public School Employees of Washington/SEIU Local 1948  
4       (PSE) employee.  
5

6       **Section 10.9.4.**

7       For drivers only, the posting provisions included in the above cited sections of the Collective  
8       Bargaining Agreement shall apply to the initial open position. Subsequent vacancies caused by  
9       bargaining unit employees exercising their rights under Sections 10.7, 10.8, and 10.9 may be  
10      filled by less formal means, such as a meeting of all interested classification employees.  
11

12      **Section 10.9.5.**

13      If an employee is requesting to apply for or transfer into a position that causes any conflict with  
14      their schedules, the District will deny their request to “de-conflict” their schedules in order to  
15      qualify them for the position. The District’s expectation is that employees are available to  
16      fulfill the time requirements of their positions, and any scheduling conflicts will disqualify the  
17      employee for the position.  
18

19      **Section 10.10. Layoffs.**

20      **Section 10.10.1. Definitions.**

- 21      A. A “layoff” is an indefinite separation from employment.  
22  
23      B. “Bumping” is the displacement of an employee with lower seniority rights (junior  
24      employee) to avoid the layoff of an employee with higher seniority rights (senior  
25      employee).  
26  
27      C. A “like position” (i.e., substantially equal) is a position that falls within one (1) hour of  
28      the “layoff position”.  
29  
30

31      **Section 10.10.2.**

32      Should the need for layoff occur, employees will be laid off in their general job classification  
33      by seniority. In the event of layoff, employees so affected are to be placed on a reemployment  
34      list maintained by the District according to layoff ranking. Such employees are to have priority  
35      in filling any opening not claimed by present senior employees, in the classification held  
36      immediately prior to layoff. Returning employees will be brought back in accordance with the  
37      seniority ranking. Names shall remain on the reemployment list for one (1) year.  
38

39      **Section 10.10.3.**

40      Except in extraordinary cases, the District shall give a two (2) week notice of intent to layoff.  
41      The District shall give an employee two (2) weeks’ severance pay when laid off. For  
42      performance related sufficient cause discharges, a panel of three (3) members, two (2)  
43      classified staff, and one (1) administrator will determine if severance pay is justified, between  
44      one-half (½) day and two (2) weeks, may be granted. No severance pay will be granted if an  
45      employee is discharged for misconduct.  
46

1       **Section 10.10.4.**

2       Employees on layoff status shall file their addresses in writing with the Personnel Office of the  
3       District and shall thereafter promptly advise the District in writing of any change of address.

4  
5       **Section 10.10.5.**

6       An employee shall forfeit rights to reemployment as provided in Section 10.10, if the employee  
7       does not comply with the requirements of Section 10.10.4, or if the employee does not respond  
8       to the offer of reemployment within ten (10) workdays.

9  
10       **Section 10.10.6.**

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

14  
15  
16                   **ARTICLE XI**

17  
18                   **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

19  
20       **Section 11.1.**

21       The District shall have the right to discipline or discharge an employee for sufficient cause. The issue  
22       of sufficient cause shall be resolved in accordance with the grievance procedure hereinafter provided.  
23       If the District has reason to reprimand an employee, it shall be done in a professional manner and not  
24       before other employees or the public.

25  
26       **Section 11.1.1.**

27       In any disciplinary action where formal charges are to be given an employee, the District shall  
28       provide the following notification:

- 29  
30           A. A minimum of twenty-four (24) hours' notice prior to the scheduled meeting time to  
31           allow the employee time to arrange for Union representation.
- 32  
33           B. A copy of any written charges, a minimum of twenty-four (24) hours after the above  
34           referenced meeting.
- 35  
36           C. Meetings not held during the employee's working hours will be paid for by the District  
37           at their regularly hourly rate.

38  
39       **Section 11.2. Intent to Rehire.**

40       It is mutually agreed that the School District shall notify employees of intent to rehire for the next  
41       school year, prior to the employee's last working day of the current school year.

42  
43       **Section 11.2.1.**

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



**Section 11.3.**

Nothing contained herein shall be construed to prevent the District from immediately discharging an employee for sufficient cause, or a probationary (at will) employee, or for an employee failure to complete a mutually agreed last chance agreement.

**Section 11.3.1.**

For sufficient cause discharges, the employee's past employment record with the District shall be considered.

**Section 11.4. Weingarten Rights.**

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

"WIENGARTEN" rights attach in the following situation:

- A. The interview by management must be investigatory in nature;
- B. The employee must reasonably believe that discipline or discharge may result; and
- C. The employee must affirmatively request representation from a union representative.

The Association representative is not permitted to interfere with management's right to conduct the investigatory interview. "WIENGARTEN" rights are not applicable when engaging in performance counseling as this does not concern disciplinary matters, but rather, performance issues. This rule does not apply to routine conversations, giving of instruction, counseling, or training for needed corrections in work techniques.

**ARTICLE XII**

**INSURANCE AND RETIREMENT**

**Section 12.1. School Employees Benefit Board (SEBB Insurance).**

The District shall provide qualified employees with insurance benefits that align with the rules and regulations set by the SEBB (School Employees Benefits Board).

**Availability:**

1. Employees are qualified if they work or will work a minimum of six hundred thirty (630) hours during the year. Paid leave hours shall count towards the six hundred thirty (630) hours used to determine eligibility for benefits. For purposes of benefits provided under SEBB, a school year shall mean September 1 through August 31. The effective date of coverage is the first day of the month following the day the employee begins work.
2. Open enrollment begins as per SEBB rules.
3. Individuals must enroll on-line themselves or with forms provided by SEBB.

1 Benefits:

- 2 1. Qualified employees will be provided SEBB benefits that include medical, dental, vision, basic  
3 life/accidental insurance, and long-term disability insurance. Employees may select optional  
4 benefits at their own expense.  
5  
6 2. Employees will select a carrier approved by SEBB and available in the county they live in or as  
7 per SEBB rules.  
8

9 Premiums:

- 10 1. The district shall pay their portion of the employee premium as established by SEBB.  
11  
12 2. Employees will be responsible for their portion of the premium.  
13  
14 3. Premium surcharges will be paid by the employee.  
15

16 Benefit Termination:

17 Any employee terminating employment shall be entitled to receive the District insurance contribution  
18 for the remainder of the calendar month in which the contribution is effective. In cases where  
19 separation occurs after completion of the employee's full contract obligation (i.e., the end of the school  
20 year), benefit coverage will continue through August 31 of that year.  
21

22 Implementation Issues:

23 The parties agree to meet and negotiate, to the satisfaction of both parties, any discrepancies or  
24 disagreements that develop as the SEBB program is implemented. Should any contract language be  
25 found not to be allowed under state law and/or SEBB rules, state law and SEBB rules shall govern.  
26

27 **Section 12.2. SEBB Information.**

28 The District agrees to provide information about SEBB insurance plans to eligible employees as  
29 required and/or recommended by SEBB, and at each open enrollment period.  
30

31 **Section 12.3. Enrollment Period.**

32 The District will follow the open enrollment period set by SEBB. After the annual enrollment period  
33 ends, no insurance options may be added or deleted by the employee except for changes in family  
34 status or job status. If an employee fails to enroll within the open enrollment period, they shall be  
35 placed in the default medical, dental, and vision plans, as determined by SEBB.  
36

37 If an employee is hired after the open enrollment period, they may enroll in approved plans prior to  
38 their first day of the month following hire date. If an employee fails to enroll, they will be placed in the  
39 default medical, dental, and vision plans as determined by SEBB. Employee coverage will begin the  
40 first day of the month following the hire date.  
41

42 **Section 12.4.**

43 The District shall provide liability coverage for all employees subject to this Agreement.  
44

45 **Section 12.5.**

46 The District shall make required contributions for the state Industrial Insurance on behalf of all  
47 employees subject to this Agreement.  
48

**Section 12.6.**

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

**Section 12.7.**

Public School Employees of Washington/SEIU Local 1948 (PSE) members shall be allowed to participate in the VEBA program.

**ARTICLE XIII**

**VOCATIONAL / EDUCATIONAL TRAINING**

**Section 13.1.**

The District and Association representatives will establish a committee to address staff development. The committee will include two (2) PSE members and two (2) District administrative employees. This committee will meet on as needed basis. All funds will be approved through the established committee.

**Section 13.2.**

Within reason, all new Public School Employees of Washington/SEIU Local 1948 (PSE) employees in the following classification: Instructional Assistants, Secretaries, and Professional Technicians will be assigned a mentor selected by the District. The mentor will help train the new employee and be available to answer questions as needed and will spend at least (1) day shadowing their mentor at the discretion of the supervisor. The mentor will be compensated an additional fifty cents (\$0.50) per hour while the new employee is shadowing them. This will be considered time worked for the mentor and new employee.

**Section 13.3.**

Employees scheduled one hundred eighty (180) days or less will have one (1) day added to their pay plan reflected on their current signed notice of employment to attend the District mandated trainings on a day scheduled by the District before school begins. If additional time permits, they can use this time to do additional work directed by their supervisor.

**ARTICLE XIV**

**ASSOCIATION MEMBERSHIP AND CHECKOFF**

**Section 14.1.**

The District will make available to the president of the Association the work location, step placement, and experience steps credited on each new hire. The notice of employment form must be at the District Office within a reasonable period of time, not to exceed ten (10) workdays.

**Section 14.2. PSE Regular Dues Checkoff.**

The District shall deduct PSE state dues from the gross pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The employer shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948.

1 Transmissions will include payments and an electronic list of all represented employees with deduction  
2 amounts. Transactions will be received by the first Monday following payroll. Submissions are to  
3 include all employees covered by the Collective Bargaining Agreement. A dues remittance form shall  
4 accompany the payment every month and include membership status changes.

5  
6 **Section 14.2.1. Chapter Dues Deduction.**

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

11  
12 **Section 14.3. Authorizations and Revocations.**

13 An employee's written, electronic, or recorded voice authorization to have the District deduct  
14 membership dues from the employee's salary must be made by the employee to Public School  
15 Employees of Washington/SEIU Local 1948 (PSE). If the District receives a request for authorization  
16 of deductions, the District shall as soon as practicable forward the request to PSE  
17 ([membership@pseofwa.org](mailto:membership@pseofwa.org)). Upon receiving notice of the employee's authorization from PSE, the  
18 District shall deduct from the employee's salary membership dues and remit the amounts to Public  
19 School Employees of Washington/SEIU Local 1948, by the first Monday following payroll.

20  
21 The employee's authorization remains in effect until expressly revoked by the employee in accordance  
22 with the terms and conditions of the authorization. An employee's request to revoke authorization for  
23 payroll deductions must be in writing and submitted by the employee to PSE in accordance with the  
24 terms and conditions of the authorization. Revocations will not be accepted by the District if the  
25 authorization is not obtained by the employee to PSE. After the District receives confirmation from the  
26 exclusive bargaining representative that the employee has revoked authorization for deductions, the  
27 District shall end the deduction effective on the first payroll after receipt of the confirmation. The  
28 District shall rely on information provided by the exclusive bargaining representative regarding the  
29 authorization and revocation of deductions.

30  
31 **Section 14.4.**

32 The Association agrees to defend and hold the District harmless against any legal action brought  
33 against the District in reference to valid membership.

34  
35 **Section 14.5. Political Action Committee.**

36 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
37 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
38 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on the  
39 monthly dues' transmittal check. Section 14.2 of the Collective Bargaining Agreement shall apply to  
40 these deductions. The employee may revoke the request at any time. At least annually, the employee  
41 shall be notified by the PSE State Office, about the right to revoke the request.

## ARTICLE XV

### GRIEVANCE PROCEDURE

#### **Section 15.1. General.**

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, are limited to matters dealing with the interpretation or application of the terms and conditions of this Agreement and shall be resolved in strict compliance with this article. Newly hired employees who have not completed their probationary period do not have grievance rights regarding discipline and discharge.

#### **Section 15.2. Definitions.**

1. "Day" means school days except during the summer, then it shall be defined as business office days.
2. "Grievant" means a member or group of members filing a grievance.
3. "Grievance" shall mean a claim by a grievant that a dispute exists involving the interpretation or application of the terms or conditions of this Agreement.

#### **Section 15.3. Grievance Steps.**

##### **Section 15.3.1. Step 1.**

Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty (20) school days of the occurrence of the grievance shall be invalid and subject to no further processing.

##### **Section 15.3.2. Step 2.**

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

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

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the administration responsible for personnel in the employee's area of responsibility. The parties will have five (5) workdays 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.

##### **Section 15.3.3. Step 3.**

If no settlement has been reached within the five (5) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of

grievance shall be submitted within fifteen (15) workdays to the District Superintendent or his/her designee. After such submission, the parties will have ten (10) workdays 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.

**Section 15.3.4. Step 4.**

If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) workdays to the District Board of Directors. After such submission, the parties will have thirty (30) workdays 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 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.

**Section 15.3.5. Step 5.**

If no settlement has been reached within the thirty (30) days referred to in the preceding subsection, and the Association believes the grievance to be valid, the employee may demand arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the interpretation or the application of this Agreement shall then be submitted to the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties. Each party shall bear its own costs and expenses and an equal share of the arbitrators' fees of arbitration.

**Section 15.4.**

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

**ARTICLE XVI**

**TRANSFER OF PREVIOUS EXPERIENCE**

**Section 16.1. Candidate Placement.**

New hires with no immediate school experience but with job related experience may be allowed up to one (1) year service credit on Schedule A. In the absence of a qualified, skilled or experienced internal candidate, the District may hire qualified candidates for the open positions of Bus Drivers with a Commercial Driver License with Class A endorsement, IT, Nurses, SLPA, ASL Interpreter, Mechanic, Occupational Therapy, and Physical Therapy, and compensate them within the negotiated Schedule A where they deem appropriate based upon verified experience, skills and qualifications. Employees hired without school district experience will not benefit from longevity pay until they have served ten (10) years in the School District.

**Section 16.2.**

Transfer of previous benefits by classified employees from one school district to another in the State of Washington shall be according to current and prevailing state statute.

**ARTICLE XVII**

**SALARIES AND EMPLOYEE COMPENSATION**

**Section 17.1.**

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. All employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary. Payroll checks or electronic deposit earning statements shall be issued to the employee on the last business day of each month or earlier at the discretion of the superintendent.

**Section 17.2.**

Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein. The wage rates shown shall be effective September 1<sup>st</sup> for each year of the Agreement.

For the 2024-2025 school year, all Step 1 wage rates on Appendix A shall be increased by six percent (6%) or the percentage of the state-funded salary raise for classified employees (IPD), whichever is greater.

For the 2025-2026 school year, all Step 1 wage rates on Appendix A shall be increased by three percent (3%) or the percentage of the state-funded salary raise for classified employees (IPD), whichever is greater.

For the 2026-2027 school year, all Step 1 wage rates on Appendix A shall be increased by three and one-half percent (3.5%) or the percentage of the state-funded salary raise for classified employees (IPD), whichever is greater.

**Section 17.2.1. Increments.**

Beginning the 2024-25 school year, step advancement shall occur as follows:

Step 1: Years 1-3

Step 2: Years 4-7

Step 3: Years 8+

When implementing wage increases, the District will apply the negotiated general wage increase in Section 17.2 to the base wage rate (Step 1) for each position.

Beginning the 2024-25 school year the wage rate for Step 2 will be calculated by increasing the wage rate from the prior step (Step 1) by eight (8) percent. The Step 3 wage rate will be calculated by increasing the wage rate from the prior step (Step 2) by four percent (4%).



**Section 17.2.2.**

The night shift custodial differential shall be fifty cents (\$.50) per hour and be reflected on the Schedule A.

**Section 17.2.3.**

Beginning the 2025-26 school year, adjust the Parapro Group III Step 1 wage rate to be one dollar and fifty cents (\$1.50) per hour greater than the Parapro Group II Step 1 wage rate.

**Section 17.3.**

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

**Section 17.4.**

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement, if possible, and in any case, not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XIX, Section 19.3, such retroactive pay shall be paid on the first regular payday following agreement on such schedule, if possible and in any case not later than the second regular payday.

**Section 17.5.**

Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement; provided the employee has been actively employed continuously for at least one-half (½) of the previous employment year. At no time will a person not receive a pay increase as the result of an increase in the salary schedule due to the fact they are on the last step of the salary schedule.

**Section 17.6.**

Any employee who changes job positions or classification shall receive full longevity for step placement on Schedule A.

**Section 17.7.**

When acting in accordance with the assigned duties or when required to travel from one building site to another in his/her own private vehicle during working hours, an employee shall be reimbursed for such travel at the rate currently in effect as per federal reimbursement rate.

**Section 17.8.**

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

**Section 17.9. Longevity Pay.**

The following longevity payments will be made to employees who qualify:

- A. At the beginning of the 11<sup>th</sup> full \*year of service and every year thereafter, the hourly rate of each employee shall be increased by the equivalent of one (1) weeks' salary.
- B. At the beginning of the 16<sup>th</sup> full \*year of service and every year thereafter, the hourly rate of each employee shall be increased by the equivalent of two (2) weeks' salary.



C. At the beginning of the 21<sup>st</sup> full \*year of service and every year thereafter, the hourly rate of each employee shall be increased by the equivalent of three (3) weeks' salary.

D. Beginning the 2025-26 school year, at the beginning of the 26<sup>th</sup> full \*year of service and every year thereafter, the hourly rate of each employee shall be increased by the equivalent of four (4) weeks' salary.

\*Eligibility for longevity pay is based on full years of service in relation to the fiscal year of the School District. For example: An employee hired December 1, 1976, will begin their 11<sup>th</sup> full year of service on September 1, 1987. There will be a one (1) month grace period in recognition of the fact that many employees begin employment at the beginning of school, which is after September 1.

#### **Section 17.10.**

Employees shall be reimbursed at their regular hourly rate for required District meetings, staff meetings, student and/or parent meetings, fees for required classes and required shots that are necessary for continued employment. The District shall pay a maximum of one hundred dollars (\$100.00) for all employment required physicals.

#### **Section 17.11.**

Food Service staff will receive one (1) labor (free) lunch per day. The lunch must be eaten on site.

#### **Section 17.12.**

Maintenance/Janitorial staff who assist with unloading Food Service commodities will receive one (1) labor (free) lunch each delivery.

#### **Section 17.13.**

Elementary staff who assist the Food Service staff during barbeques will receive one (1) labor (free) lunch.

#### **Section 17.14. Clothing Stipend.**

The following positions shall be eligible to receive an annual one hundred fifty-dollar (\$150.00) stipend for the purchase of work clothes (i.e., shirt, pants), protective gear, and slip resistant/safety boots or shoes, or boot/shoe repair:

- Building Maintenance, Grounds, Custodial.

This stipend shall be paid annually on the employee's November pay warrant. Employees hired after this date shall be paid on the pay warrant for the month following their hire date. The District may retain up to the full cost of this stipend from the final paycheck of any probationary employee who is terminated or otherwise separates from District employment during their probationary period.

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## ARTICLE XVIII

### DRUG AND ALCOHOL TESTING

#### **Section 18.1.**

Both parties agree to abide by all federal and state laws relating to drug and alcohol testing in connection with CDL license regulation, and with the District's Drug-Free Workplace Policies and Procedures. Employees will be paid at their hourly rate if it exceeds their contracted hours for drug testing.

## ARTICLE XIX

### TERMS AND SEPARABILITY OF PROVISIONS

#### **Section 19.1. Term.**

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

#### **Section 19.2.**

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

#### **Section 19.3. Openers.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of both parties in writing. This Agreement shall be reopened as necessary to consider the impact of any legislation enacted following the execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment. In the event of District or legislative changes or legal decisions that exceptionally alter District funding for classified salaries, Schedule A may be re-opened, upon mutual consent of both parties in writing, during the term of this Agreement.

#### **Section 19.4.**

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

#### **Section 19.5.**

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

#### **Section 19.6.**

In the event either of the two (2) previous sections is determined to apply to any provision of the Agreement, such provision shall be renegotiated pursuant to Section 19.3.

#### **Section 19.7.**

During the term of this Agreement, the Association will not cause or sanction its employees to take part in any strike, slow down or work stoppage against the District.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

ELLENSBURG CHAPTER

BY: /Signed by Helen "Lainie" Sharon/  
Helen "Lainie" Sharon, Chapter President

DATE: August 27, 2024

ELLENSBURG SCHOOL DISTRICT #401

BY: /Signed by Troy Tornow/  
Troy Tornow, Superintendent

DATE: August 27, 2024

BY: /Signed by Mike Rowley/  
Mike Rowley, Board President

BY: /Signed by Cindy Coe/  
Cindy Coe, Board Vice President

BY: /Signed by Tosha Woods/  
Tosha Woods, Board Member

BY: /Signed by Cathie Day/  
Cathie Day, Board Member

BY: /Signed by Madeline deMaintenon/  
Madeline deMaintenon, Board Member

# SCHEDULE A 2024 - 2025

|   |                    |                    |                     | Longevity Hourly Rates |                       |                     |
|---|--------------------|--------------------|---------------------|------------------------|-----------------------|---------------------|
| Ellensburg School District #401<br>September 1, 2024- August 31, 2025 | Step 1<br>Year 1-3 | Step 2<br>Year 4-7 | Step 3<br>Year 8-11 | Week 1<br>(11-15 Yrs)  | Week 2<br>(16-20 Yrs) | Week 3<br>(21+ Yrs) |
| <b><u>TRANSPORTATION</u></b>  |                    |                    |                     |                        |                       |                     |
| Head Mechanic   | \$30.23            | \$32.65            | \$33.96             | \$34.61                | \$35.26               | \$35.91             |
| Mechanic  | \$28.20            | \$30.45            | \$31.67             | \$32.28                | \$32.89               | \$33.50             |
| Vehicle Maintenance Technician  | \$19.74            | \$21.32            | \$22.17             | \$22.60                | \$23.02               | \$23.45             |
| Driver  | \$23.19            | \$25.05            | \$26.05             | \$26.74                | \$27.42               | \$28.11             |
| Driver-Non CDL  | \$19.74            | \$21.32            | \$22.17             | \$22.75                | \$23.34               | \$23.92             |
| Driver Trainer  | \$23.95            | \$25.86            | \$26.90             | \$27.60                | \$28.31               | \$29.02             |
| Extra Trip Rate   | \$21.91            | \$23.66            | \$24.61             |                        |                       |                     |
| <b><u>FOOD SERVICE</u></b>  |                    |                    |                     |                        |                       |                     |
| Kitchen Manager I   | \$19.72            | \$21.29            | \$22.15             | \$22.73                | \$23.31               | \$23.89             |
| Kitchen Manager II  | \$18.83            | \$20.33            | \$21.14             | \$21.70                | \$22.26               | \$22.81             |
| Cook/Baker  | \$18.16            | \$19.61            | \$20.39             | \$20.93                | \$21.47               | \$22.00             |
| Veg Prep  | \$18.16            | \$19.61            | \$20.39             | \$20.93                | \$21.47               | \$22.00             |
| Food Service Assist   | \$17.65            | \$19.06            | \$19.82             | \$20.35                | \$20.87               | \$21.39             |
| <b><u>CUSTODIANS</u></b>  |                    |                    |                     |                        |                       |                     |
| Head Custodian  | \$22.10            | \$23.87            | \$24.82             | \$25.30                | \$25.78               | \$26.26             |
| Leadman   | \$20.35            | \$21.98            | \$22.86             | \$23.30                | \$23.74               | \$24.18             |
| Custodian (260 days)  | \$19.31            | \$20.86            | \$21.69             | \$22.11                | \$22.53               | \$22.94             |
| Custodian (190 days)  | \$19.31            | \$20.86            | \$21.69             | \$22.26                | \$22.83               | \$23.41             |
| Building Attendant  | \$20.45            | \$22.08            | \$22.97             | \$23.41                | \$23.85               | \$24.29             |
| Shift Differential (PM shift custodians)                              | \$0.50             | \$0.50             | \$0.50              |                        |                       |                     |
| <b><u>MAINTENANCE</u></b>   |                    |                    |                     |                        |                       |                     |
| Head Grounds  | \$22.62            | \$24.43            | \$25.41             | \$25.90                | \$26.38               | \$26.87             |
| Grounds, Maintenance  | \$20.04            | \$21.65            | \$22.51             | \$22.95                | \$23.38               | \$23.81             |
| Delivery Driver/Grounds-Maintenance/<br>Custodian                     | \$21.26            | \$22.96            | \$23.88             | \$24.34                | \$24.80               | \$25.26             |
| HVAC Technician   | \$31.80            | \$34.34            | \$35.72             | \$36.40                | \$37.09               | \$37.78             |
| Skilled Craftsman II  | \$25.72            | \$27.77            | \$28.88             | \$29.44                | \$29.99               | \$30.55             |
| <b><u>EDUCATIONAL ASSISTANTS</u></b>                                  |                    |                    |                     |                        |                       |                     |
| <i>Non-Instructional Paraprofessionals:</i>                           | \$17.65            | \$19.06            | \$19.82             | \$20.35                | \$20.87               | \$21.39             |
| Parapro Group II<br>(Spec. Ed., LAP, Title 1, Migrant, ESL)           | \$17.83            | \$19.26            | \$20.03             | \$20.55                | \$21.08               | \$21.61             |
| Parapro Group II AA<br>(Spec. Ed., LAP, Title 1, Migrant, ESL)        | \$18.30            | \$19.76            | \$20.55             | \$21.09                | \$21.63               | \$22.17             |

|  |         |         |         |                    |         |         |
|--|---------|---------|---------|--------------------|---------|---------|
| <b>EDUCATIONAL ASSISTANTS (continued)</b>            |         |         |         |                    |         |         |
| <i>Paraprofessionals EBD/Connections Programs</i>    |         |         |         |                    |         |         |
| Parapro Group III (EBD/ Connections Program)         | \$19.06 | \$20.58 | \$21.41 | \$21.97            | \$22.53 | \$23.10 |
| Parapro Group III-AA (EBD/ Connections Program)      | \$19.54 | \$21.10 | \$21.94 | \$22.52            | \$23.10 | \$23.67 |
| <i>Library Assistants:</i>                           |         |         |         |                    |         |         |
| Group I (Elementary)                                 | \$18.12 | \$19.56 | \$20.35 | \$20.88            | \$21.42 | \$21.95 |
| Group II (High School/Morgan)                        | \$19.50 | \$21.06 | \$21.91 | \$22.48            | \$23.06 | \$23.64 |
| <b>SECRETARIES</b>                                   |         |         |         |                    |         |         |
| Office Assistant                                     | \$17.65 | \$19.06 | \$19.82 | \$20.35            | \$20.87 | \$21.39 |
| Secretary II   | \$19.91 | \$21.50 | \$22.36 | Varies by position |         |         |
| Secretary III  | \$21.31 | \$23.01 | \$23.93 | Varies by position |         |         |
| Secretary IV/Data Specialist                         | \$22.71 | \$24.52 | \$25.50 | Varies by position |         |         |
| <b>PRINTERS</b>                                      |         |         |         |                    |         |         |
| Print Shop Technician                                | \$23.24 | \$25.09 | \$26.10 | \$26.60            | \$27.10 | \$27.60 |
| Print Shop Assistant I                               | \$17.65 | \$19.06 | \$19.82 | \$20.20            | \$20.59 | \$20.97 |
| Print Shop Assistant II                              | \$20.45 | \$22.08 | \$22.97 | \$23.41            | \$23.85 | \$24.29 |
| <b>PROFESSIONAL TECHNICIANS</b>                      |         |         |         |                    |         |         |
| IT Specialist  | \$28.28 | \$30.54 | \$31.76 | \$32.38            | \$32.99 | \$33.60 |
| Health Room Assistant                                | \$17.65 | \$19.06 | \$19.82 | \$20.35            | \$20.87 | \$21.39 |
| Migrant Home Visitor/Assistive Technology Specialist | \$20.26 | \$21.88 | \$22.75 | \$23.35            | \$23.95 | \$24.55 |
| LPN  | \$30.85 | \$33.31 | \$34.65 | \$35.56            | \$36.47 | \$37.38 |
| COTA/ASL Interpreter                                 | \$23.39 | \$25.27 | \$26.28 | \$26.97            | \$27.66 | \$28.35 |
| Registered Nurse                                     | \$35.30 | \$38.12 | \$39.65 | \$40.69            | \$41.73 | \$42.78 |
| Speech Implementor                                   | \$27.50 | \$29.70 | \$30.88 | \$31.70            | \$32.51 | \$33.32 |

All substitutes bus drivers and Registered Nurses will be compensated at Step 3

All other substitutes shall be compensated at Step I

Secretary Classification:

Office Assistant - All district office assistants

Secretary II - Special Services Student Records Sec., Vocational Ed Sec., Food Serv.

Secretary III - EHS Attendance Sec., MMS Attendance/Counseling Sec., ALE Sec

Elementary Sec., Community Schools/Admin. Services Sec., Transportation/Maintenance Sec.

Secretary IV - EHS Principal's Sec., EHS Counseling Sec., MMS Principal's Sec.,

Special Services Sec., EHS ASB/Co-curricular Sec., Data Specialist

For the 2024-2025 school year, all Step 1 wage rates on Appendix A shall be increased by six (6) percent.

## LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, ELLENSBURG CHAPTER ("PSE") AND THE ELLENSBURG SCHOOL DISTRICT #401 ("District") PURSUANT TO ARTICLE XIX, SECTION 19.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following changes to the Schedule A:

- Food Service title becomes "Child Nutrition"
- Kitchen Manager I title becomes "Kitchen Lead" (no change in job description or wage)
- Kitchen Manager II title becomes "Head Cook" (no change in job description or wage)
- Cook & Baker position title becomes "Cook" (minor change in job description, no wage change)
- Veg Prep position title becomes "Cook" (Cook job description will apply, no wage change)
- Food Service Assistant position at high school and middle school levels retitle to "Prep Cook" (job description for Food Service Assistant and Prep Cook attached; Prep Cook wage is an additional twenty-five cents [\$.25] above Food Service Assistant position). Position will be posted.
- Dependent on staffing need at individual elementary schools, a Food Service Assistant position can be changed to a "Prep Cook" position upon notification to the Association. Because the "Prep Cook" position earns a higher wage, such a position must be posted and follow seniority provisions of the Collective Bargaining Agreement.
- Updated job descriptions for Cook, Prep Cook, and Food Service Assistant attached.

This Letter of Agreement will be effective September 1, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

ELLENSBURG CHAPTER

BY: /Signed by Helen "Lainie" Sharon/  
Helen "Lainie" Sharon, Chapter President

DATE: August 27, 2024

ELLENSBURG SCHOOL DISTRICT #401

BY: /Signed by Troy Tornow/  
Troy Tornow, Superintendent

DATE: August 28, 2024

## LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, ELLENSBURG CHAPTER AND THE ELLENSBURG SCHOOL DISTRICT #401.

The District has established a new, temporary classified position titled Student Engagement Specialist. This position is currently funded by a grant through December 3, 2025. It is presently undetermined whether this position will be continued after the expiration of the grant.

The District agrees that, should the position continue past December 31, 2025, it be reposted as a permanent position. Prior to its posting, the District will meet and confer with PSE regarding intended duties and responsibilities of the Student Engagement Specialist position to review whether the position should remain excluded from the bargaining unit per Section 1.5 of the parties' 2024-2027 Collective Bargaining Agreement.

If it is determined that the position should be included in the bargaining unit consistent with Sections 1.1 and 1.5, the District further agrees to negotiate the wages, hours, and working conditions for the Student Engagement Specialist position.

This Letter of Agreement shall become effective when fully executed, and shall remain in effect until the earlier of December 31, 2025 or upon its replacement by a Memorandum of Understanding outlining the designation of the Student Engagement Specialist position in Section 1.5 and any other contract terms, as appropriate.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

ELLENSBURG CHAPTER

ELLENSBURG SCHOOL DISTRICT #401

BY: /e-signed by Renee Merten/  
Renee Merten, Chapter President

BY: /e-signed by Troy Tornow/  
Troy Tornow, Superintendent

DATE: May 8, 2025

DATE: May 7, 2025

## LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, ELLENSBURG CHAPTER AND THE ELLENSBURG SCHOOL DISTRICT #401 PURSUANT TO ARTICLE XIX, SECTION 19.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following changes to the Schedule A:

The District has created a new position, Health Room Assistant II (HRA II) to be added to the Schedule A. The parties have agreed on the following rate of pay for the position. All negotiated wage increases for the remainder of the Collective Bargaining Agreement shall apply to this position.

| Ellensburg School District #401 | Step 1   | Step 2   | Step 3    | Longevity Hourly Rates |              |            |
|---------------------------------|----------|----------|-----------|------------------------|--------------|------------|
|                                 | Year 1-3 | Year 4-7 | Year 8-11 | Year (11-15)           | Year (16-20) | Year (21+) |
| Health Room Assistant II        | \$23.39  | \$25.27  | \$26.28   | \$26.97                | \$27.66      | \$28.35    |

This Letter of Agreement will be effective upon signature through August 31, 2027 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

ELLENSBURG CHAPTER

BY: /e-signed by Renee Merten/  
Renee Merten, Chapter President

DATE: May 5, 2025

ELLENSBURG SCHOOL DISTRICT #401

BY: /e-signed by Troy Tornow/  
Troy Tornow, Superintendent

DATE: May 7, 2025