

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**ENUMCLAW SCHOOL DISTRICT #216**

AND

**PUBLIC SCHOOL EMPLOYEES OF ENUMCLAW #703**

SEPTEMBER 1, 2021 - AUGUST 31, 2024



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

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P.O. Box 798

Auburn, Washington 98071-0798

1.866.820.5652

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## DECLARATION OF PRINCIPLES

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the District and its employees by providing a uniform basis for implementing the rights of employees and the District. The parties agree to bargain collectively consistent with RCW 41.56, the Public Employees Collective Bargaining Act.

## P R E A M B L E

This Agreement is made and entered into between Enumclaw School District Number 216 (hereinafter "District") and Public School Employees of Enumclaw, an affiliate of Public School Employees of Washington (hereinafter "Association").

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

## A R T I C L E   I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1.**

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

#### **Section 1.2.**

Nothing in this Agreement shall be construed to include the following positions: Transportation Supervisor, Nutrition Service Supervisor, Swim Supervisor, Human Resource Coordinator, Fiscal Officer, Secretary to the Superintendent, Secretary to the Assistant Superintendents, Secretary to the Director of Business and Operations, Payroll Officers, Maintenance Supervisor, Accounts Payable, Technology Coordinator.

#### **Section 1.3.**

Job descriptions for all positions subject to this Agreement shall be furnished to the Association upon request. Modification of existing positions, or the creation of new positions, shall require reopening of this Agreement pursuant to Section 18.3 or through Letter of Agreement.

#### **Section 1.4.**

The bargaining unit to which this Agreement is applicable is as follows: All classified employees performing duties in the Custodial-Maintenance, Paraeducator, Nutrition Service, Office Personnel, Transportation, and Professional/Technical general job classifications.



1 **Section 1.4.1.**

2 Substitute employees employed in the general job classifications noted in Section 1.4 for more  
3 than thirty (30) days of work within any twelve (12) month period ending during the current or  
4 immediately preceding school year, and who continue to be available for employment as  
5 substitutes, are regular part-time employees of the District and are included in the bargaining  
6 unit with contractual rights limited to Schedule A only.

7  
8 **Section 1.5. Definitions.**

9  
10 Annual Employees: Annual employees shall be those employees who return to the same job year after  
11 year for a length of time determined by the needs of their respective positions, other than substitutes.

12  
13 Full-Time Employees: Full-time employees shall be those annual employees who are scheduled to  
14 work forty (40) hours per week for twelve (12) months each year.

15  
16 Regular Part-Time Employees: Regular part-time employees shall be those annual employees who are  
17 scheduled to work less than forty (40) hours per week and/or less than twelve (12) months per year.

18  
19 A Work Day: For the purpose of prorating sick leave and holidays, a work day shall consist of the  
20 number of hours normally worked per day.

21  
22 Full-Time Equivalent Employee: A two thousand eighty (2,080) hour per year employee (includes  
23 holidays and vacation days).

24  
25 Substitute Employee: A substitute employee is a worker hired for a limited time only to perform the  
26 duties of an employee whose position is temporarily vacant. Such worker is on an "on call" basis daily.

27  
28 **Section 1.6.**

29 Employees hired from within the bargaining unit to fill a temporary position shall retain all contractual  
30 rights under this Agreement. Upon expiration of the temporary position or assignment, the employee  
31 shall be placed in layoff status based upon their previous position/assignment, subject to recall under  
32 Section 10.9.

33  
34 **Section 1.7. Summer Employment.**

35 The District will post internally (externally if needed) summer assignments as they are known.  
36 Employees interested in summer assignments will apply using the online application system. In filling  
37 such assignments the District will consider seniority within such classification first and seniority within  
38 the bargaining unit second. Employees shall be compensated at their regular hourly rate on Schedule A if  
39 performing work within their classification or at Step 1 if outside of the employee's classification.

40  
41 Summer hires outside of the bargaining unit shall not be subject to terms and conditions of this  
42 agreement except Schedule A. Bargaining unit employees who work the day before and the day after a  
43 holiday will be paid Holiday pay at the average daily rate based on the week in which the holiday falls.



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## ARTICLE II RIGHTS OF THE EMPLOYER

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### 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.

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### 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.

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## ARTICLE III RIGHTS OF EMPLOYEES

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### Section 3.1.

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

### Section 3.2.

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

### Section 3.3.

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

### Section 3.4.

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

1 **Section 3.5.**

2 The District and the Association will cooperate to assure that employees subject to this Agreement are not  
3 illegally discriminated against. References to gender ("he"; "she"; "his"; "her") which may appear in this  
4 Agreement are intended to apply without reference to gender.  
5

6 **Section 3.6.**

7 Employees shall, upon request, have the right to inspect all contents of their personnel file kept within  
8 the District. Upon request, a copy of any documents contained therein shall be afforded the employee.  
9 Anyone, at the employee's request, may be present in this review. No evaluation, correspondence, or  
10 other material making derogatory reference to an employee's competence, character, or manner shall  
11 be kept or placed in the personnel file without the employee's prior knowledge and opportunity to add  
12 their own comments to the file.  
13

14 Employment-related letters of commendation, letters of appreciation, awards, and similar material,  
15 when made available to the District, and upon the employee's request, shall be placed in the employee's  
16 personnel file and made available to appropriate District officials who request references concerning  
17 the employee's work performance. The District shall not be required to provide such references to  
18 non-District employers.  
19

20 **Section 3.7. Performance Evaluations.**

21 Each employee shall be evaluated at least annually by his or her supervisor. The evaluation shall be  
22 discussed with the employee and signed by the supervisor and the employee, the signatures indicating  
23 only that the discussion has taken place. An employee may respond within one (1) calendar week, in  
24 writing, concerning any comments or ratings contained within the performance evaluation. Responses  
25 shall be attached to the evaluation in the employee's personnel file.  
26

27 **Section 3.7.1.**

28 Employees not evaluated by August 31 shall be deemed to have performed satisfactorily since  
29 their last evaluation.  
30

31 **Section 3.8.**

32 Bargaining unit members shall not have work reviewed or evaluated by other bargaining unit  
33 members; provided, however, that Lead or Head positions may provide input for the annual evaluation.  
34  
35

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37 **ARTICLE IV**

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39 **RIGHTS OF THE ASSOCIATION**  
40

41 **Section 4.1.**

42 The Association has the right and responsibility to represent the interests of all employees in the unit; to  
43 present its views to the District on matters of concern, either orally or in writing; to consult or to be  
44 consulted with respect to the formulation, development, and implementation of industrial relations  
45 matters and practices which are within the authority of the District; and to enter collective negotiations  
46 with the object of reaching an agreement applicable to all employees within the unit.

1 **Section 4.2.**

2 The Association shall promptly be notified by the District of any grievances or disciplinary actions of  
3 any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure  
4 Articles contained herein. Unless the employee does not want such representation, the Association is  
5 entitled to have an observer at hearings conducted by any District official or body arising out of grievance  
6 and to make known the Association's views concerning the case.  
7

8 **Section 4.3.**

9 The District, as part of the general orientation of each new employee within the unit subject to this  
10 Agreement, shall provide such employee with a copy of this Agreement to be furnished the District by  
11 the local Association.  
12

13 **Section 4.4.**

14 The Association reserves and retains the right to delegate any right or duty contained herein to  
15 appropriate officials of the Public School Employees of Washington State Organization.  
16

17 **Section 4.5.**

18 The President shall have the opportunity to meet and confer with the District administration on a mutually  
19 agreeable basis without loss of pay. The President of the Association and up to three (3) designated  
20 representatives will be provided time off to a maximum of three (3) days per year to attend regional or  
21 State meetings of the Association.  
22

23 **Section 4.6.**

24 The District shall provide the Association with the following information regarding each employee in  
25 the bargaining unit: name, address, position, hire date, hours of work, and rate of pay. The  
26 Association will be provided a copy of the S-275 and the S-730 reports as they become available.  
27

28 **Section 4.7.**

29 The District will furnish to the Association and each work site a seniority list, by classification, each  
30 year.  
31

32 **Section 4.8.**

33 The District will provide the Union access to new employees within ninety (90) days of hire to the  
34 bargaining unit. The District will provide a maximum of thirty (30) minutes paid time to the new  
35 employee only, to attend a presentation about their exclusive bargaining representative. The access may  
36 occur during new employee orientation, or at the employee's worksite during the employee's regular  
37 work day, or at a location mutually agreed upon by the employer and the bargaining representative. No  
38 employee will be mandated to attend the meetings or presentation.  
39

40 The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in  
41 writing to PSE by the employee. Upon receiving an authorization, the employer will start deductions for  
42 the new members for the next available payroll period, according to the usual administrative cycle. The  
43 Union will refund any amount of dues that are paid to it in error.  
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## ARTICLE V

### APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

#### **Section 5.1.**

It is agreed that matters appropriate for consultation and negotiation between the District and the Association are items relating to wages, hours, terms and conditions of employment.

#### **Section 5.2.**

It is further agreed and understood that the District will consult with the Association, and meet with the Association upon its request, in the formulation of any changes being considered in items relating to wages, hours, terms and conditions of employment.

#### **Section 5.3.**

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

#### **Section 5.4.**

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

## ARTICLE VI

### ASSOCIATION REPRESENTATION

#### **Section 6.1.**

The Association will designate a Labor/Management Committee of one representative from each general job classification who will meet with the Superintendent of the District and the Superintendent's representatives on a mutually agreeable basis to discuss matters of mutual interest.

#### **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 on district time and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

#### **Section 6.3.**

Association representatives, when leaving their work, shall first obtain permission from their immediate supervisor. Permission shall also be obtained from the immediate supervisor of any employee being contacted. The employees will report their return to work to their supervisors.





1 **Section 6.4.**

2 Time during working hours will be allowed for each Association representative for attendance at  
3 meetings with the District not to exceed a total of forty (40) hours per year.  
4

5 **Section 6.5.**

6 Visitation rights shall be granted to the designated representative of the Public School Employees of  
7 Washington to visit with employees in the appropriate bargaining unit for purposes of grievance  
8 procedures and/or general information data. The visiting delegate shall notify the School District of  
9 arrival, and request approval of the Superintendent.  
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12

13 **ARTICLE VII**

14 **HOURS OF WORK AND OVERTIME**

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16  
17 **Section 7.1.**

18 Each employee shall be assigned to a definite shift with designated times of beginning and ending.  
19 The first shift is defined as any work shift beginning between 5:00 A.M. and 11:59 A.M. The second  
20 shift is defined as any work shift beginning between 12:00 Noon and 9:59 P.M. The third shift is defined  
21 as any work shift beginning between 10:00 P.M. and 4:59 A.M.  
22

23 **Section 7.2.**

24 The first shift shall consist of eight (8) hours, plus a thirty (30) minute uninterrupted, unpaid lunch period  
25 as near the middle of the shift as is practicable and also including a fifteen (15) minute first half and a  
26 fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of  
27 each half shift as is practicable. Employees may not forego lunch or break periods in order to leave early  
28 without permission of their supervisor.  
29

30 **Section 7.3.**

31 The second shift shall consist of eight (8) hours, plus a thirty (30) uninterrupted unpaid lunch period as  
32 near the middle of the shift as is practicable and also including a fifteen (15) minute first half and a  
33 fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of  
34 each half shift as is practicable. Employees may not forego lunch or break periods in order to leave  
35 early without permission of their supervisor.  
36

37 **Section 7.4.**

38 The third shift shall consist of eight (8) hours plus a thirty (30) minute uninterrupted unpaid lunch period,  
39 as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a  
40 fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of  
41 each half shift as is practicable. Employees may not forego lunch or break periods in order to leave early  
42 without permission of their supervisor.  
43

44 **Section 7.5.**

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

1 **Section 7.6.**

2 It is agreed that Paraeducator hours in the Enumclaw School District shall be categorized as either  
3 “regular”, “overload”, or “split classes.” Overload hours are those predicated solely upon the number of  
4 students in the classrooms. It is mutually agreed that overload hours by their very nature fluctuate, be  
5 reassembled annually, and adjusted either quarterly or at the trimester. All other hours shall be viewed  
6 as regular. Nothing in this Agreement shall interfere with the District’s ability to determine the  
7 Educational Program of the District.  
8

9 Overload hours shall be posted in no less than fifteen (15) minute increments within each building at the  
10 completion of the eighth day of school and either quarterly or at the trimester thereafter. The available  
11 hours shall be clearly posted and shall state the time of day and the assignment. The most senior  
12 employee in the building shall be entitled to select hours comparable with regular hours and overload  
13 hours. The process shall continue through the seniority list until completion of the list or exhaustion of  
14 all available hours.  
15

16 Overload hours shall be labeled as such and shall be posted and available on a seniority basis in the  
17 building before posted District-wide.  
18

19 **Section 7.7.**

20 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)  
21 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee  
22 to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.  
23

24 **Section 7.8**

25 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be  
26 changed without prior notice to the employee of one (1) calendar week; provided, however, this notice  
27 may be waived by the employee.  
28

29 **Section 7.8.1**

30 The District shall confer with the Union prior to implementation of district-initiated shift changes  
31 for summer time custodial hours.  
32

33 **Section 7.9.**

34 Employees who have a work shift of five (5) or more hours are required to have a thirty (30) minute  
35 unpaid lunch during their shift.  
36

37 **Section 7.9.1.**

38 Employees required to work through their regular lunch periods will be given time to eat at a time  
39 agreed upon by the employee and supervisor. In the event the District requires an employee to  
40 forego a lunch period and the employee works the entire shift, including the lunch period, the  
41 employee shall be compensated for the foregone lunch period at overtime rates.  
42

43 **Section 7.10. Transportation.**

44 Recognizing that personnel in the transportation unit present special shift problems, the parties agree that  
45 shifts shall be established in that unit in relation to routes and driving times requisite to fulfilling tasks  
46 assigned by the supervisor of the transportation unit; provided, however, that all bus drivers shall receive

1 pay for thirty (30) minutes per day, in addition to other compensation, for the purpose of safety and  
2 equipment check and bus cleanup and further provided such time shall be extended to forty (40) minutes  
3 for busses thirty seven (37) feet or longer if the employee has fifteen (15) minutes or less layover time.  
4

5 Two (2) hours will be the standard for the end of year cleaning time with the last day's layover time to be  
6 incorporated into that time. This standard may be adjusted upon mutual agreement between the  
7 individual driver and the Transportation Director.  
8

9 For both drivers and aides. In the event that there are thirty (30) minutes or less between runs, the base  
10 hourly rate shall continue uninterrupted. Drivers and aides shall receive a minimum of two (2) hours pay for each  
11 duty call. Extended layover which is not part of the lock-in time will be paid for work accomplished. Employees  
12 will have the opportunity to opt-out by signing the opt-out log to be located in the driver's room. Paid work  
13 includes but is not limited to bus cleaning, fueling and checking district email.  
14

### 15 **Section 7.10.1.**

16 Route Bidding Regular Routes. Bus drivers and aides will choose regular runs based on seniority,  
17 with highest seniority drivers and aides having the option of choosing the routes which generate  
18 the greatest compensation. Runs driven by regular drivers at the end of the previous school year  
19 will begin the following school year on those same runs. Times on all runs will be established  
20 prior to the first bid. Route times will include the safety, cleanup, bus check and refueling times  
21 referred to in Section 7.10.  
22

### 22 **Section 7.10.2.**

23 Route times will be posted and available for inspection by the drivers at least five (5) working  
24 days prior to the last working day of September. The bidding will occur on the last three (3)  
25 working days of September and new routes and route assignments will begin on the first working  
26 day of October. There will be no bumping of routes by drivers between bids. Open and new AM  
27 and PM routes shall be posted for bid when they become available. Drivers may bid these  
28 routes only if it would increase their regular route times by one-half (1/2) hour or more, or  
29 decrease route times by fifteen (15) minutes or more, provided such limit is waived where an  
30 otherwise senior employee is disqualified from bidding a route that would make him/her  
31 eligible for benefits.  
32

33 Transfers will be bid, in order of seniority, by the driver whose route concludes at the point  
34 where the transfer originates. Once the transfer is attached to a regular route it remains with  
35 that route until the next September's bid.  
36

37 Each driver and aide shall have up to fifteen (15) minutes to select a route. In consultation with  
38 the transportation supervisor, driver representatives of the Association will arrange scheduled  
39 appointed bidding times for all drivers. Should a driver or aide fail to bid during the allotted  
40 fifteen (15) minute period, that driver will be bypassed, allowing the next senior driver to bid.  
41 Route times shall be adjusted quarterly to ensure that the appropriate driving time is accurate.  
42

43 If a route becomes vacant, the transfer portion will be re-bid as a separate entity. Transfers will  
44 be bid, in order of seniority, by the driver whose route concludes at the point where the transfer  
45 originates. Once the transfer is attached to a regular route it remains with that route until the  
46 next September's bid.  
47



1 **Section 7.10.3.**

2 Proxies will be honored in the event an employee is not going to be present at their bidding  
3 time due to vacation or something the employee knows about in advance. The employee is  
4 responsible to give a copy of written consent for a Proxy to the District stating the designee and  
5 first choice route, second choice route, third choice route, and/or special instructions for the  
6 proxy. This consent shall be given to the District on or before Friday of the third week of the  
7 semester.  
8

9 **Section 7.10.4.**

10 It is agreed and understood that: If a route is posted to end on a date prior to the end of the  
11 school year, that driver is not required to work until the end of the school year. If a route is  
12 posted to end at the completion of the school year and for unforeseen circumstances it ends  
13 prior to the end of the year, the driver will be expected to complete the school year.  
14

15 **Section 7.10.5.**

- 16 1. Route times shall be adjusted quarterly. If route times increase, the driver's permanent time  
17 will be adjusted to reflect the additional time.  
18 2. If route time decreases, the driver shall have the option of:  
19 a. Continuing the total number of hours to be worked at the level set during the bid. The  
20 District will identify and assign activities based on department needs.  
21 b. Reducing times and benefits to reflect the adjusted route time.  
22

23 **Section 7.10.6.**

24 School Bus drivers shall be guaranteed a minimum of four (4) hours per day. Drivers may choose  
25 to opt out of the four (4) hour minimum if their total daily route time is less than four (4) hours.  
26 Drivers who choose the four (4) hour minimum shall be required to make up any time between  
27 actual route time and the four (4) hour minimum. Make-up time shall be done on a weekly basis.  
28 The Employer can make up time on a monthly basis with approval of the transportation  
29 supervisor provided the proposal will not place the driver into an overtime status.  
30

31 **Section 7.11. Extra Transportation Trips.**

32 **Section 7.11.1.**

33 Extra trips shall be defined as any driving other than regular daily assigned runs. Chartering of  
34 extra trips may be an option if the trip is of greater distance than one hundred forty (140) miles  
35 one way and is paid by private and/or ASB funds or as mutually agreed.  
36  
37

38 **Section 7.11.2.**

39 Extra trip assignments shall be made by the Transportation Department in accordance with this  
40 Article.  
41

42 **Section 7.11.3.**

43 The senior driver shall be awarded the highest paying extra trip that he bids subject to the  
44 limitations contained in this section.  
45  
46

1 **Section 7.11.4.**

2 Drivers may bid trips which could result in a maximum of forty (40) hours per week.

3  
4 **Section 7.11.4.1.**

5 Drivers may notate on the trip bid sheet "OT" indicating the trip would put the driver  
6 into overtime. If no one signs for the trip, the senior driver who noted "OT" shall be  
7 awarded the trip, subject to Section 7.12.3.

8  
9 **Section 7.11.5.**

10 In the event an extra trip is bid by a driver that the Transportation Supervisor feels does not  
11 have the qualifications required to perform the assignment, it is the right and responsibility of  
12 the Supervisor to assign another driver and notify the bypassed driver in writing the reason(s)  
13 for the bypass.

14  
15 **Section 7.12. Extra Time.**

16 Procedure to be followed on bidding and awarding of extra trips and extra time.

17  
18 **Section 7.12.1.**

19 All dispatched extra trips shall be posted on the bulletin board.

20  
21 **Section 7.12.2.**

22 Extra trips will be posted as soon as possible during the week of the trip with the exception of  
23 Monday's work which should, whenever possible, be posted on the Thursday prior to the week  
24 the work is to be done.

25  
26 **Section 7.12.3.**

27 Extra trips will be awarded by noon of the day prior to the trip. If the trip is posted after the  
28 award time, drivers have until 4:30 P.M. to sign bid slips the day prior to the trip.

29  
30 **Section 7.12.4.**

31 If a driver is interested in performing the trip, the driver shall indicate by signing the extra trip  
32 sheet.

33  
34 **Section 7.12.5.**

35 Bid shall not be honored if entered by anyone other than the driver wishing the trip.

36  
37 **Section 7.12.6.**

38 Drivers who bid extra trips and receive the award must take the trip.

39  
40 **Section 7.12.7.**

41 Regular assigned runs shall be covered to allow the regular drivers to take extra trips, if bid.

42  
43 **Section 7.12.8.**

44 Drivers must work their full regular assignment the last working day to be eligible to take  
45 weekend or vacation time extra trips.



**Section 7.12.9.**

For cancelled trips, drivers will be compensated for a two hour call in time or route time loss whichever is the greater. Drivers will be paid for time worked. Drivers will have the option to opt-out.

**Section 7.12.10.**

If the time required for the trip is revised after the trip is assigned to a driver, the provisions of Section 7.11.4 shall not apply.

**Section 7.12.11.**

The District shall establish a list for summer driving which will be signed by interested drivers.

**Section 7.12.12.**

Ski trips will be awarded to the senior driver bidding the trip, except that Section 7.11.4 will apply, no driver may qualify if a trip may result in more than forty (40) hours per week.

**Section 7.12.13.**

Overnight trips shall be posted at ten and three fourths (10.75) hours times the regular driver's rate per day. Drivers shall receive reimbursement for travel expenses according to District policy and Section 17.4.

**Section 7.12.14.**

Once bid, transfer routes become part of the regular morning and afternoon route.

**Section 7.13. Cameras on Buses.**

Drivers will be given first opportunity to view a tape of his/her run. The driver will view the tape on their own time or during a layover time, unless requested otherwise by the Transportation Supervisor. Conferences requiring tape viewing will take place in a private area. During conference viewing, only directly involved parties (i.e., parents/guardian, student, driver, Principal/Assistant Principal, and the Transportation Supervisor) may view the tapes. Appropriate District officials may also view video tapes upon request to the Transportation Supervisor.

Video tapes may not be used in the formal evaluation process or as evidence for disciplinary action against the driver, except in cases of unlawful acts by the driver.

Video tapes may be used as evidence for other disciplinary action in cases where drivers have first been notified of the presence of a camera in their bus.

**Section 7.14.**

The Transportation Department's Accident Review Committee (ARC) shall follow the most current recommendations of the National Safety Council (NSC) to determine the preventability of an accident. In addition, the ARC shall have the following procedures:

A. The committee shall consist of the following ESD staff:

1. One non-transportation administrator
2. One transportation supervisor



- 1 3. One mechanic  
2 4. Two school bus drivers (includes driver trainers and transportation specialist  
3  
4 B. PSE members shall be paid for committee work when committee work occurs outside of their  
5 scheduled work hours.  
6  
7 C. All PSE positions on the committee shall be posted for bid and awarded by seniority, with the  
8 following conditions:  
9  
10 1. Terms of service for PSE members shall be 2 years, with terms staggered. During year one of  
11 this agreement, one PSE term shall be 1 year to begin the staggering of terms.  
12 2. PSE members must have a minimum of five years school bus driving experience as a regular  
13 driver with no preventable accidents on their driving record.  
14  
15 D. A driver may appeal a decision of the ARC to the NSC as outlined in the Accident Prevention  
16 Manual.  
17

18 **Section 7.15.**

19 In the event of an unusual school closure due to inclement weather, plant in operation, or the like, the  
20 District will make every effort to notify each employee to refrain from coming to work. Employees  
21 reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a  
22 closure; provided, however, no employee shall be entitled to any such compensation in the event he  
23 has been notified by the District through the emergency broadcasting system. The Employee can  
24 justify the hours worked with approval of their supervisor; the employee can coordinate with their  
25 supervisor to make up the time, use existing leave (personal or vacation), or take a deduction for the  
26 time.  
27

28 **Section 7.16.**

29 Employees assigned to work a shift normally filled by a higher classification shall receive the higher  
30 hourly rate, including appropriate incremental steps, effective the first day of assignment.  
31

32 If the assignment lasts twenty (20) consecutive days or longer, the employee shall be compensated at  
33 the higher rate of pay for all holiday, sick time, overtime and leaves.  
34

- 35 A. Regular employees who substitute in an equal or lower paid job within their general job  
36 classification shall receive their regular rate of pay.  
37 B. Bus drivers who work in a special education paraeducator – bus route capacity will be paid on a  
38 step increment to step increment basis.  
39

40 **Section 7.17. Overtime.**

41 Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter  
42 provided. In the assignment of overtime, the District agrees to provide the employee with as much  
43 advance notice as practicable in the circumstances. Normally an employee designated to work  
44 overtime on days outside the workweek will be advised of the possibility no later than twenty-four (24)  
45 hours prior to the end of the last shift before the overtime commences.  
46



1 **Section 7.17.1.**

2 All hours compensated in excess of forty (40) hours per week shall be compensated at the rate  
3 of one and one-half (1½) times the employee's base rate.  
4

5 **Section 7.17.2.**

6 All hours compensated, except by bus drivers, on the sixth (6th) and seventh (7th) consecutive  
7 day shall be compensated at employee's overtime rate if the employee has been compensated  
8 forty (40) hours in the prior work days.  
9

10 **Section 7.17.3.**

11 If a person starts a job within their normal shift, and it runs into overtime, that person shall be  
12 allowed to complete the job rather than assign the overtime to another person. In other cases  
13 overtime shall be assigned according to the following priorities: (a) to the most senior person  
14 who normally does the work or to the most senior person at that site who has the most  
15 appropriate skills or training to do the job; (b) to the most senior qualified person in the same  
16 classification and within the school or department where the work is taking place; (c) to the  
17 most senior qualified person within the same classification regardless of location; (d) to the  
18 most senior qualified person within the same general job classification. Overtime may then be  
19 offered to any employee willing to do the job.  
20

21 **Section 7.17.4.**

22 Call back is defined as employees whom are off duty and are called back to work. Employees  
23 called back on a regular work day or called on the sixth (6th) or seventh (7th) consecutive work  
24 day shall receive no less than two (2) hours pay at the appropriate rate.  
25

26 **Section 7.18.**

27 Paraeducators, Nutrition Service employees, Health Room Professional, Career Center Specialist,  
28 Campus Security, shall have the option of working their regularly assigned hours on up to nine (9)  
29 scheduled early release days for students. These days must be scheduled with the approval of the  
30 administrator. The District will assign and schedule work to accomplish the intent of this section,  
31 which may include work outside the employee's regular classification. The first priority for up to six  
32 (6) hours of such work will be for meetings set by the Superintendent and/or the Principal(s). The next  
33 priority, for up to three (3) hours, may be used as work time prior to the start of school.  
34

35 **Section 7.19. School Year Calendar.**

36 The District will seek the Association's input, including any survey of Association members, through  
37 the Labor/Management Committee, as a part of the formation of the school calendar.  
38

39 **Section 7.20.**

40 Health Services employees shall work the following additional days:

41  
42 Secondary: Two (2) days before the start of each school year, and one (1) day after the end of the  
43 student school year;

44  
45 Elementary: One (1) day before the start of each school year, and one (1) day after the end of the  
46 student school year.



**ARTICLE VIII**  
**HOLIDAYS AND VACATIONS**

**Section 8.1.**

All full-time employees shall receive the following paid holidays:

- |                                  |                               |
|----------------------------------|-------------------------------|
| 1. New Year's Day                | 8. Thanksgiving Day           |
| 2. Martin Luther King's Birthday | 9. Day after Thanksgiving Day |
| 3. Presidents' Day               | 10. Day before Christmas      |
| 4. Memorial Day                  | 11. Christmas Day             |
| 5. Independence Day              | 12. Day after Christmas       |
| 6. Labor Day                     | 13. Friday of Spring Break    |
| 7. Veterans' Day                 | 14. Day before New Years      |

**Section 8.1.1.**

Regularly employed part-time employees who work one hundred eighty-eight (188) days or less shall receive the following paid holidays, provided that the holidays fall within the employee's work year:

- |   |   |
|---|---|
| 1. New Year's Day   | 6. Veterans' Day  |
| 2. Martin Luther King's Birthday  | 7. Thanksgiving Day   |
| 3. Presidents' Day  | 8. Day before or Day after Christmas<br>(designated at District's option) |
| 4. Memorial Day   | 9. Christmas Day  |
| 5. Labor Day (When employee is required<br>to report to his/her regular assignment<br>prior to Labor Day) | 10. Friday of Spring Break  |

**Section 8.1.2.**

Employees who work more than one hundred eighty-eight (188) days shall receive paid holidays in accordance with Section 8.1, provided the holidays fall within the employee's scheduled work year.

**Section 8.1.2.1. Vacation During the School Year.**

For any year in which a regular part-time employee is absent five (5) or fewer days for any reason other than FMLA leave, the employee will be allowed to use two (2) of his or her accumulated vacation days during the following school year or any subsequent year. Employees may accumulate up to five (5) such days. Vacation days taken under this provision must be scheduled with the employee's supervisor and shall be not counted as an absence for purposes of this section.

**Section 8.1.3. Unworked Holidays.**

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked his/her last scheduled shift preceding the holiday and his/her first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday.



1 **Section 8.1.3.1.**

2 Exceptions to the requirements of Section 8.1.3 which shall provide eligibility:

- 3
- 4 A. The employee can furnish proof satisfactory to the District that because of illness
- 5 he/she was unable to report to work either of such shifts, and his/her absence
- 6 previous to such holiday by reason of such illness has not been longer than thirty
- 7 (30) regular work days; or
- 8 B. The employee's absence was for reason of other approved compensated leave or
- 9 vacation; or
- 10 C. The employee's absence was for reason of APPROVED personal uncompensated
- 11 day(s).
- 12

13 Nothing contained in Section 8.1.3.1 (B) or (C) implies a District obligation to automatically

14 grant an employee's request for compensated or uncompensated leave or vacation for days

15 preceding or succeeding a holiday.

16

17 **Section 8.1.4. Worked Holidays.**

18 Employees who are required to work on the above described holidays shall receive the pay due

19 them for the holiday, plus one and one-half (1½) times their base rate for all hours worked on

20 such holidays, unless the employee starts to work at 10:00 P.M. or thereafter on that date.

21

22 **Section 8.1.5.**

23 Should a holiday occur while an employee is on vacation, the employee shall be allowed to

24 take one (1) extra day of vacation with pay in lieu of the holiday as such.

25

26 **Section 8.2. Vacations for Part-Time Employees.**

27 All regular part-time employees shall receive up to four (4) days vacation pay equal to their normal

28 work shift at their base rate in effect at the time the vacation is paid; provided, however, that after their

29 tenth (10th) year of service, regular part-time employees shall receive seven (7) days vacation pay.

30 After their fifteenth (15th) year of service, regular part-time employees shall receive ten (10)

31 days' vacation pay. Regular part-time employees shall be paid for accumulated vacation time in their

32 June paycheck. Regular part-time employees, with their supervisor's approval, and/or pursuant to the

33 criteria set forth in Section 8.1.2.1, may take time off during the school year and have it credited

34 against vacation accumulation. Vacation credit must be earned prior to use.

35

36 **Section 8.3. Vacation for Twelve (12) Month Employees.**

37 All twelve (12) month employees subject to this Agreement shall be credited with hours of vacation

38 credit, based on hours worked during the calendar year September 1 to August 31. Such vacation

39 credit shall be earned, vested, and used as designated in this Article.

40

- 41 A. 0 through 6 years: An employee will earn one (1) hour vacation credit for each twenty-five (25)
- 42 hours worked, not to exceed ten (10) paid days, from hire date through the end of their 6<sup>th</sup> year.
- 43 B. 7 through 12 years: An employee will earn one (1) hour vacation credit for each seventeen (17)
- 44 hours worked, not to exceed fifteen (15) paid days, at the beginning of their 7<sup>th</sup> year through the
- 45 end of their 12<sup>th</sup> year.
- 46

- 1 C. 13 – 19 years: An employee will earn one (1) hour vacation credit for each thirteen (13) hours  
2 worked, not to exceed twenty (20) paid days from the beginning of their 13<sup>th</sup> year.  
3 D. 20 + years: An employee will earn one (1) hour vacation credit for each ten (10) hours worked,  
4 not to exceed twenty-five (25) paid days from the beginning of their 20<sup>th</sup> year.  
5

6 **Section 8.3.1.**

7 The vacation credit to which an employee shall be entitled shall be computed in accordance  
8 with the following rules:  
9

10 **Section 8.3.2.**

11 In computing the total vacation credit for any period of service, part of an hour will be  
12 disregarded if less than one-half (½) hour; otherwise it shall be counted as a full hour.  
13

14 **Section 8.3.3.**

15 For every regular work day from which an employee is absent on vacation, sick leave, judicial  
16 leave, bereavement leave or emergency leave, the hours of the employee's normal shift shall be  
17 credited as if worked.  
18

19 **Section 8.4.**

20 Eligibility for use of vacation credit for part- and full-time employees shall be determined as follows:  
21

22 An employee becomes eligible to use vacation credit on their anniversary date of employment OR on  
23 September 1, whichever date occurs first.  
24

25 **Section 8.5.**

- 26 A. Vacation credit will normally be expended in the year the vacation is due; provided, however,  
27 that full-time employees shall not exceed a balance of thirty (30) days as of August 31,  
28 provided employees have had a suitable opportunity to utilize their vacation leave.  
29 B. Vacation will be front-loaded each September, based upon expected accrual. Any employee  
30 who leaves the employment of the District will be subject to recovery of any vacation taken  
31 greater than actually accrued.  
32

33 **Section 8.6.**

34 Time on layoff and time on authorized leave of absence will be counted as continuous service for the  
35 purpose of establishing and retaining eligibility dates.  
36  
37  
38

39 **ARTICLE IX**

40 **LEAVES**

41 **Section 9.1. Sick Leave.**

42 **Section 9.1.1.**

43 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;  
44  
45  
46

provided, however, that no employee shall accumulate less than ten (10) days of sick leave per school year. An employee who is compensated eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick leave may be accumulated up to the number of days worked in the employee's contract year. For purposes of sick leave buyout, however, the maximum accumulation shall be one hundred and eighty (180) days. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of 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.

**Section 9.1.1.1. Sick Leave Buyback.**

- A. At the time of separation from school District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four full days' accrued leave for illness or injury, to a maximum payment of forty-five (45) days.
- B. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.

**Section 9.1.2.**

In the event an employee is receiving Worker's Compensation benefits and is absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Worker's Compensation Trust and the amount the employee would normally earn, not to exceed the employee's normal total compensation. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

**Section 9.1.3.**

Employees who have accrued sick leave while employed by another public school District in the State of Washington shall be given credit for such accrued sick leave upon employment by the District.



1                   **Section 9.1.4.**

2                   The District will implement a leave sharing program for employees.

3  
4                   **Section 9.2. Family Illness Leave.**

5                   A maximum of four (4) days annual leave, non-cumulative, without loss of pay, shall be allowed to  
6                   care for a member of the employee's family that requires treatment or care as a result of a health  
7                   condition.

- 8                   1. Any absence allowed under this provision shall be in addition to the annual days for personal  
9                   illness.  
10                  2. Any necessary salary deductions for absences shall be made on a prorated basis.  
11                  3. An employee entering the system after the beginning of the fiscal year (September 1) shall  
12                  receive a pro rata of the number of days "family illness leave" allowed for the full year.  
13                  4. Family illness leave is for medical/illness and will not be used for vacation or personal time.

14  
15                  **Section 9.2.1.**

16                  Employees may also utilize their sick leave or family illness leave to care for a child or family  
17                  member of the employee with a health condition that requires treatment or supervision, or a  
18                  family member of the employee who has a serious health condition or an emergency condition.

19  
20                  **Section 9.3. Bereavement Leave.**

- 21                  1. Five (5) days annual, non-accumulative leave without loss of pay, shall be allowed for absences  
22                  resulting from death of a family member or of a close personal friend. Extensions may be granted at  
23                  the discretion of the Superintendent, for extenuating circumstances. Such extensions should be  
24                  requested within the five (5) day period granted.  
25                  2. Any absences allowed under this provision shall be in addition to the annual days allowed under "sick  
26                  leave."  
27                  3. Any necessary salary deductions for absence shall be made on a prorated basis.  
28                  4. Any employee entering the system after the beginning of the fiscal year shall receive a pro rata of the  
29                  number of days "bereavement leave" allowed for the full year.

30  
31                  **Section 9.4. Personal Leave.**

32                  Each employee may request up to four (4) noncumulative days of personal leave per year without loss  
33                  of pay. An employee may carry over one (1) personal day into the next year with a maximum of five  
34                  (5) days at the start of each year.

35  
36                  Personal leave may be used at the discretion of the employee with prior approval of their immediate  
37                  supervisor and Human Resources. Approval is based on the availability of qualified substitutes. The  
38                  employee will be notified within five (5) working days of approval or denial.

39  
40                  It is recommended the employee give the supervisor as much lead time as possible when requesting  
41                  personal leave. Once approved, the leave may not be revoked.

42  
43                  Employees are encouraged to use this leave benefit through advanced planning. All paid leave must be  
44                  exhausted before leave without pay will be considered. Leave without pay will only be considered on  
45                  a case-by-case basis by the employee's supervisor and the Director of Human Resources.  
46

1 **Section 9.5. Maternity Leave.**

2 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at  
3 such time as the employee, and her medical advisor, deem necessary. Employees may request sick  
4 leave for maternity leave for the period of actual disability attributable to pregnancy or childbirth.  
5 Employees granted maternity leave must return to work not later than one (1) year following the  
6 granting of the maternity leave. Before returning to work the employee must be certified by her  
7 physician as ready and able to return. Maternity leave is unpaid leave, except any period of disability  
8 covered by sick leave.  
9

10 **Section 9.6. Leave for Birth of Child.**

11 An employee, upon request, may be granted up to one (1) day leave, on or about the date of the birth of  
12 their child. Such leave shall be deducted from that accumulated pursuant to Section 9.4 above.  
13 Additional paternity leave may be taken under the provisions of the Family Medical Leave Act.  
14

15 **Section 9.7. Judicial Leave.**

16 In the event that an employee is summoned to serve as a juror or is subpoenaed to appear as a witness  
17 in court, or is named as a co-defendant with the district, such employee shall receive a regular day's  
18 pay for each day of required presence in court. The jury duty fee or witness fee received by the  
19 employee shall be remitted to the district; provided, however, that the remittance shall not exceed the  
20 employee's regular daily pay from the district. Payments received as a travel allowance are not  
21 reimbursable to the district. In the event that the employee is a party in the case, except as provided in  
22 this section, the employee may request a leave of absence without pay. Upon receipt of jury summons  
23 or subpoena, the employee shall immediately notify the immediate supervisor and the personnel  
24 department. The employee shall be required to furnish a signed statement from a responsible officer of  
25 the court as proof of jury service or appearance as a witness and of the pay received for such service or  
26 appearance.  
27

28 **Section 9.8. Unpaid Leave Of Absence.**

29  
30 **Section 9.8.1.**

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

36 **Section 9.8.2.**

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

43 **Section 9.8.3.**

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





1 **Section 9.9.**

2 Any employee on leave must notify the District of their intent to return prior to the end of their  
3 approved leave. Such notification shall be thirty (30) days for leaves in excess of three (3) months and  
4 two (2) weeks for leaves of three (3) months or less, except that less than twelve (12) month employees  
5 who are on non-medical leave through the end of a school year, must give notice no later than May 15.  
6 Employees failing to provide such notice, except for medical leaves where the employee has  
7 periodically advised the District of his or her condition, may be permitted to return only at the  
8 exclusive option of the District. Employees who have provided proper notice shall return to  
9 employment consistent with Section 9.8.2. Employees who fail to provide proper notice, but respond  
10 prior to the expiration of their leave, shall be placed on layoff status, unless returned to work at the  
11 District's option.  
12

13 **Section 9.10.**

14 The District will implement the provisions of the Federal Family Medical Leave Act of 1993.  
15 Employees must work one thousand two hundred fifty (1,250) hours within the previous twelve (12)  
16 month period preceding the commencement date of the leave. Information regarding the FMLA is  
17 available at the Human Resources Office or upon request. Leaves granted under Article IX which  
18 qualify under the Family Medical Leave Act shall be counted against the twelve (12) week leave limit  
19 in the Family Medical Leave Act.  
20

21 **Section 9.10.1.**

22 The District will establish a fund, not to exceed a total of six thousand dollars (\$6,000)  
23 annually, to pay for extended insurance coverage. This coverage will be offered at the  
24 District's discretion for those less than full-time employees who are required to take extended  
25 medical leave who do not qualify for leave under the FMLA.  
26

27 **Section 9.10.2.**

28 Employees shall be eligible to receive Washington Paid Family and Medical Leave (PFML) under  
29 the Washington State Paid Family and Medical Insurance Act. The District shall pay the statutory  
30 employer wage premium and the employee shall pay the statutory individual wage premiums to  
31 fund this leave. Employees shall be entitled to supplement PFML with available earned leave.  
32  
33  
34

35 **ARTICLE X**

36 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

37 **Section 10.1.**

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

43 **Section 10.1.1.**

44 In the event that two (2) or more bus drivers share the same hire date or date of employment,  
45 the employee with the earliest authorization (state certification) shall be senior and relative  
46

1 placement shall be indicated on the appropriate seniority list. In the event that two (2) or more  
2 employees (other than bus drivers) share the same hire date or date of employment, the  
3 employee with the earliest application date shall be senior. If in either case there is a further  
4 tie, a drawing of lots shall determine "seniority" and placement on the appropriate seniority list.  
5

6 **Section 10.1.2.**

7 Seniority rights shall be effective within the general job classification. As used in this  
8 Agreement, general job classifications are those set forth in Article I, Section 1.4.  
9

10 **Section 10.1.3.**

11 Employees in the Professional/Technical classification shall have seniority within their  
12 individual sub-classification first, as listed on Schedule A, and classification wide seniority  
13 second.  
14

15 **Section 10.1.4.**

16 Employees in the general job classification of paraeducator, for purposes of layoff and recall,  
17 shall be placed in jobs by District wide seniority each year by human resources. A paraeducator  
18 must demonstrate the skills and training to be placed in a different position within the  
19 paraeducator classification. Seniority will be retained as per Section 10.1.2. The basis of layoff  
20 shall be subject to Section 10.6 and recall subject to Section 10.9, except when the District has  
21 a Right Response required para position, Right Response-trained paraeducators may be retained  
22 for Right Response Positions regardless of seniority ranking.  
23

24 **Section 10.2.**

25 Each new hire, except bus drivers, shall remain in a probationary status for a period of not more than  
26 sixty (60) working days following the hire date. During this probationary period the District may  
27 discharge such employee at its discretion.  
28

29 **Section 10.2.1.**

30 Any employee who elects to move from a crossing guard position to any other paraeducator  
31 position shall complete a new sixty (60) day probationary period.  
32

33 **Section 10.2.2.**

34 Bus drivers who are assigned a regular run shall remain in a probationary status for a period of  
35 not more than six (6) months following the hire date. During this probationary period the  
36 District may discharge such employee at its discretion.  
37

38 **Section 10.2.3.**

39 Any employee being promoted or who voluntarily changes positions shall have fifteen (15)  
40 working days to revert to his/her former position should she/he choose.  
41

42 **Section 10.2.4.**

43 Any employee being promoted or who voluntarily changes classifications; except, employees  
44 new to the position of Bus Driver, shall serve a trial service period for sixty (60) work days.  
45 During the sixty (60) day trial service period, if the employee's performance does not meet  
46 expectation, the District shall revert the employee back to his/her prior position if the position





1 still exists and/or has not been permanently filled by another employee. If the position no longer  
2 exists and/or has been filled as described above, the employee will be placed on the re-  
3 employment list pursuant to Section 10.9  
4

5 **Section 10.3.**

6 Upon completion of the probationary period, the employee will be subject to all rights and duties  
7 contained in this Agreement retroactive to the hire date.  
8

9 **Section 10.4.**

10 The seniority rights of an employee shall be lost for the following reasons:  
11

- 12 A. Resignation;
  - 13 B. Discharge for justifiable cause;
  - 14 C. Retirement; or
  - 15 D. Change in job classification within the bargaining unit, as hereinafter provided.
- 16

17 **Section 10.5.**

18 Seniority rights shall not be lost for the following reasons, without limitation:  
19

- 20 A. Time lost by reason of industrial accident, industrial illness or jury duty;
  - 21 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the  
22 United States;
  - 23 C. Time spent on other authorized leaves; or
  - 24 D. Time spent in layoff status as hereinafter provided.
- 25

26 **Section 10.6.**

27 The employee with the earliest hire date shall have absolute preferential rights regarding shift selection  
28 and vacation periods and special services (including overtime). The employee with the earliest hire  
29 date shall have preferential rights regarding promotions, assignment to new or open jobs or positions,  
30 and layoffs when ability and performance are substantially equal with junior employees. If the District  
31 determines that seniority rights should not govern because a junior employee or non-employee  
32 applicant possesses ability and performance substantially greater than a senior employee or senior  
33 employees, the District shall set forth in writing to the employee or employees and the organization's  
34 grievance committee chairperson its reasons why the senior employees have been bypassed.  
35

36 In case of promotions to "Head" positions as noted on Schedule A, ability, performance and leadership  
37 qualities shall be rated using the District hiring process. The rating shall be given primary  
38 consideration and shall take precedence over seniority as a criteria for promotion. Employees will not  
39 be allowed to transfer more than once every year (September 1 through August 31) to a position which  
40 reflects no increase in wages or hours; provided, however, that by mutual agreement, this restriction  
41 may be waived.  
42

43 **Section 10.7.**

44 Employees who change job classifications within the bargaining unit shall retain their seniority in the  
45 previous classification for one (1) year; provided, however, that seniority will not accrue in the  
46 previous classification. They will accrue seniority in the new classification. Employees returning to  
47 their previous classification will be eligible for new or open positions only.



1  
2 **Section 10.7.1.**

3 Employees assigned a temporary position and who subsequently are assigned into a regular  
4 position will be credited with seniority from the date of hire in the temporary position, provided  
5 that employment in the temporary position was continuous.  
6

7 **Section 10.8.**

8 The District shall publicize within the bargaining unit the availability of all open positions for a period  
9 of seven (7) calendar days as soon as possible after the District is apprised of the opening. Such  
10 posting shall include a brief description of duties and the appropriate salary or applicable salary  
11 schedule.  
12

13 **Section 10.8.1.**

14 Employees may apply and be considered for hours that conflict with their current position if the  
15 conflict is solely a result of Late Arrival/Early Dismissal schedules.  
16

17 **Section 10.9.**

18 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
19 District according to layoff ranking. Such employees are to have priority in filling an opening in the  
20 classification held immediately prior to layoff. Names shall remain on the reemployment list for  
21 eighteen (18) months.  
22

23 **Section 10.9.1.**

24 Employees on layoff status will be offered District-wide, in order of their seniority, comparable  
25 hours and assignments when new or open hours become available.  
26

27 **Section 10.10.**

28 Employees on layoff status shall file their addresses in writing with the personnel office of the District  
29 and shall thereafter promptly advise the District in writing of any change of address.  
30

31 **Section 10.11.**

32 An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not  
33 comply with the requirements of Section 10.10, or if the employee does not respond within five (5)  
34 workdays after receipt of a written offer of re-employment.  
35

36 **Section 10.12.**

37 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other  
38 accrued benefits; provided that such an employee is offered a position substantially equal to that held  
39 prior to layoff. Employees on layoff status will, upon re-employment in a regular position, regain all  
40 rights held at time of layoff subject to the limitations of the contract. Employees in layoff status who  
41 perform duties for the District on an on-call basis shall receive the rate of pay provided regularly  
42 assigned employees in the same position with the same length of service; provided those duties are  
43 within the classification as position last held by that employee.  
44  
45  
46

1 **Section 10.13.**

2 The District and the Association recognize the obligation to provide reasonable accommodation to  
3 disabled employees. In the event that such accommodation could affect any provision of the  
4 Agreement, including seniority, the parties will meet and review the matter.  
5  
6  
7

8 **ARTICLE XI**

9  
10 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**  
11

12 **Section 11.1.**

13 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue  
14 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.  
15 If the District has reason to reprimand an employee, it shall be done in a manner which will not  
16 embarrass the employee before other employees or the public, if possible.  
17

18 **Section 11.2.**

19 Except in the case of discharge for misconduct, and as otherwise provided in this Article, the District  
20 will give an employee two (2) week's notice of layoff or termination. The employee will give the  
21 District two (2) week's notice of intention to resign.  
22

23 **Section 11.3.**

24 Employees who are absent from employment without providing proper notification to a responsible  
25 District Official shall be subject to suspension without pay of not more than three (3) days for the first  
26 offense. A second offense shall be grounds for more serious discipline, up to and including discharge.  
27 Employees who obtain leave under false pretenses or who refuse an order to return from unauthorized  
28 leave shall be subject to suspension or discharge. Employees shall not be held responsible for acts of  
29 God or circumstances beyond their control.  
30

31 **Section 11.4.**

32 All employees required to operate a District owned motor vehicle shall be required to report the receipt  
33 of driving citations both personal and professional, to the District as soon as possible but not later than  
34 forty-eight (48) hours after receipt of the citation. Failure to report such citations may constitute  
35 justifiable cause for discharge.  
36  
37  
38

39 **ARTICLE XII**

40 **INSURANCE AND RETIREMENT**  
41

42 **Section 12.1.**

43 School Employees Benefit Board (SEBB). The following provisions are presently in effect by the SEBB,  
44 and modifications made by the SEBB will be implemented as required by law. All of the provisions of  
45 this section shall be interpreted consistent with the rules and regulations of the SEBB. If the Washington  
46



1 State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards  
2 elective benefits or substantially changes the medical coverage provisions, either party can reopen this  
3 agreement for negotiations over the changes.  
4

5 Beginning January 1, 2020, the District shall pay the full portion of the employer contribution to the  
6 school Employees Benefit Board (SEBB) for insurance programs as adopted by the School Employees  
7 Health Care Coalition agreement for all employees who meet the eligibility requirements. The employer  
8 contribution will be equal to the state funded allocation rate and will be paid throughout the school year.  
9 For purposes of benefits provided under the SEBB, school year shall mean September through August,  
10 and shall also be referred to as the eligibility year.  
11

12 **Section 12.2.**

13 The District shall provide tort liability coverage for employees subject to this Agreement acting in the  
14 course of their employment to the limits of the District insurance policy.  
15

16 **Section 12.3.**

17 The District shall make required employer contributions for State Industrial Insurance on behalf of all  
18 employees subject to this Agreement.  
19

20 **Section 12.4.**

21 In determining whether an employee subject to this Agreement is eligible for participation in the  
22 Washington State Public Employees' Retirement System, the District shall report all hours worked,  
23 whether straight time, overtime, or otherwise.  
24

25 **Section 12.5.**

26 All employees subject to this Agreement shall be entitled to participate in one of the District approved tax  
27 shelter programs. On receipt of written authorization by the employee, the District shall make the  
28 requisite withholding adjustments and deductions from the employee's salary.  
29

30 **Section 12.6.**

31 In the event that insurance benefits distributed under this plan are determined by the Office of the  
32 Superintendent of Public Instruction, the State Auditor or other empowered official to be above the level  
33 allowed by law, the District reserves the right to make equitable adjustments in order to ensure  
34 compliance with law.  
35

36 **Section 12.7.**

37 VEBA 3 Account. Each year, the Association shall conduct a meeting to determine if employees shall  
38 have access to VEBA 3 accounts; such decision shall apply to employees who cash out sick leave upon  
39 retirement that qualifies pursuant to VEBA 3 eligibility rules.  
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## ARTICLE XIII

### STAFF DEVELOPMENT AND RELATED PROGRAMS

#### **Section 13.1.**

In the mutual interests of the District and the Association, the District may cause funds to be available which may be used by the employees subject to this Agreement for vocational improvement with prior approval of the Superintendent. The District and the Association shall consult to discuss staff development programs which may be of interest to the parties.

#### **Section 13.2.**

At the discretion of the District and with the supervisor's approval, employees may participate in the work related voluntary staff development outside the employee's regular workday. Each participating employee will be compensated at the employee's regular rate of pay. No other payment of wages or compensation as provided in the Agreement shall flow from Section 13.2.

#### **Section 13.2.1.**

At the discretion of the District, in collaboration with the District Nurse, additional hours for nurse cross-training related to student-specific needs may be authorized.

#### **Section 13.3. Mandatory Meetings and Training.**

Employees shall be compensated at their regular rate of pay for mandatory attendance at meetings and training outside their regular scheduled working day. In the event that such meetings or training are held during the employee's regular working day, employees shall be compensated at their regular rate of pay. In the event that an employee is entitled to an overtime rate of pay as a result of mandatory attendance, the overtime provisions of this Agreement shall apply.

#### **Section 13.4.**

Employee Suggestion Awards Program. In order to promote efficiency and/or economy in the performance of functions of the District, and to encourage and reward meritorious suggestions, the District Board of Directors agrees to establish an employee suggestion awards program. The Board of Directors will make the final determination as to whether an employee suggestion award will be made and will determine the nature and extent of any such award.

#### **Section 13.5.**

Employees who lead workshops or in-service training sessions for other employees outside their regularly scheduled working day shall be compensated at their regular rate of pay for hours spent in preparation and presentation, provided a plan is submitted and approved by the District in regard to content, preparation and presentation time.

#### **Section 13.6.**

Supervisors are expected to inform employees of performance concerns as they develop. If a supervisor anticipates an overall evaluation rating "unsatisfactory", the supervisor shall advise the employee of the areas of concern in writing, including suggestions for improvement in advance of the evaluation meeting. Such notice will be provided sufficiently in advance of the evaluation meeting for the employee to demonstrate improvement. If any employee receives an overall evaluation rating of

“unsatisfactory” as defined in the evaluation instrument for Association members, the District may place the employee on a Plan of Improvement (POI). The decision to implement a POI is part of evaluation content determination and is not disciplinary or subject to appeal through a grievance.

Prior to beginning the POI, the District will meet with the employee and an Association representative, unless the employee declines representation, to discuss the elements, timeline and possible consequences of the POI. The POI will identify the areas of unsatisfactory performance, the timeframe of the POI, the expectation(s) to be met, resources the District will provide to the employee to assist the employee in meeting expectations, and consequences for failure to meet expectations (which may include a recommendation for termination of employment). The evaluator will meet with the employee and provide periodic written feedback indicating whether or not the expectations set forth in the POI are/are not being met. At the end of the POI, a new evaluation will be issued. Prior to a final decision that an employee has failed a POI, the District will meet with the employee, with Association representation if not declined, to discuss the POI and receive the employee’s input before making a final determination. A decision to terminate the employee for inadequate performance following a POI may be appealed prior to a final decision by the Board of Directors through District policy and may be appealed after the Board’s decision through the grievance procedure of this Agreement.

## ARTICLE XIV

### ASSOCIATION MEMBERSHIP AND CHECKOFF

#### **Section 14.1.**

PSE will provide a list of those members who have agreed to union membership. In addition, upon request, the District shall have access to view or obtain a copy of the membership authorization. PSE will be the custodian of the records related to Union membership/dues deduction authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records.

#### **Section 14.2.**

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

#### **Section 14.3.**

Nothing contained in this Agreement shall require Association membership of employees who object to such membership. Each employee subject to this Agreement, who, on the effective date of this Agreement is a member of the Union in good standing, shall maintain his/her membership in the Union during the term of this Agreement unless membership is revoked through contact with the Union. Under Washington law, the District shall not discriminate, retaliate, coerce, nor interfere with an employee’s right to join the Association.

#### **Section 14.4. Checkoff.**

The Association, which is the legally recognized Exclusive Bargaining Representative of the classified staff as described in the recognition clause of this Agreement, shall have the right to have deducted from



1 the salary of members of the Association (upon receipt of an authorization), an amount equal to the fees  
2 and dues required for membership in the Association.

3  
4 **Section 14.5.**

5 Should the District so desire, the Association shall defend the District against any claims brought  
6 against the District for complying with this Article. This defense shall be contingent upon:

- 7  
8 A. The District actions were consistent with an official request of the Association.  
9 B. The District executes a valid "power of Attorney" to the Association and permits the  
10 Association to select counsel and determine the course of the defense.  
11 C. The District cooperates in the defense and provides requested witnesses under its control.  
12

13 If these conditions are met, the Association agrees to indemnify the District for any award or judgment,  
14 or settlement.  
15  
16

17  
18 **ARTICLE XV**  
19  
20 **GRIEVANCE PROCEDURE**  
21

22 **Section 15.1.**

23 Grievances or complaints arising between the District and its employees within the bargaining unit  
24 defined in Article I herein, with respect to matters dealing with the interpretation or application of the  
25 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.  
26

27 **Section 15.2. Grievance Steps.**

28  
29 **Section 15.2.1.**

30 Employees are encouraged to first discuss any complaint with their immediate supervisor prior  
31 to filing a written grievance and may be accompanied by an Association representative at any  
32 such discussion. However, all grievances must be submitted in writing to the immediate  
33 supervisor within twenty (20) working days of the occurrence of the grievance or the date that  
34 the employee knew or should have known of the grievance. Grievances not timely submitted  
35 shall be invalid and subject to no further processing.  
36

37 **Section 15.2.2. (Step 1).**

38 The written grievance shall contain the following:

- 39  
40 A. The facts on which the grievance is based;  
41 B. The Article and Section of the Agreement which have been allegedly violated; and  
42 C. The remedy sought.  
43

44 The parties will have fifteen (15) working days from submission of the written statement of  
45 grievance to resolve it by indicating on the statement of grievance the disposition. If an  
46 agreeable disposition is made, all parties to the grievance shall sign it.

1 **Section 15.2.3. (Step 2).**

2 If no settlement has been reached within the fifteen (15) working days referred to in the  
3 preceding subsection, and the Association believes the grievance to be valid, a written  
4 statement of grievance shall be submitted within fifteen (15) working days to the District  
5 Superintendent or the Superintendent's designee. After such submission, the parties will have  
6 fifteen (15) working days from submission of the written statement of grievance to resolve it by  
7 indicating on the statement of grievance the disposition. If an agreeable disposition is made, all  
8 parties to the grievance shall sign it.

9  
10 **Section 15.2.4. (Step 3).**

11 If no settlement has been reached within the fifteen (15) working days referred to in the  
12 preceding subsection and the Association and the grievant believes the grievance to be valid,  
13 the grievance may, within ten (10) working days of the answer above, be submitted in writing  
14 to arbitration under AAA voluntary rules.

15  
16 **Section 15.2.5.**

17 The non-prevailing party shall pay the compensation of the arbitrator including necessary  
18 expenses. The arbitrator in issuing his/her decision shall designate the non-prevailing party if it  
19 is not apparent from the decision itself.

20  
21 **Section 15.2.6.**

22 The total cost of the stenographic record (if requested) will be paid by the party requesting it.  
23 If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic  
24 costs.

25 **Section 15.2.7.**

26 The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify this  
27 Agreement or to render a decision inconsistent with its terms.

28  
29 **Section 15.2.8.**

30 The award of the arbitrator shall be final and binding.

31  
32 **Section 15.3.**

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

36  
37  
38 **ARTICLE XVI**

39  
40 **TRANSFER OF PREVIOUS EXPERIENCE**

41  
42 **Section 16.1.**

43 Any new hire who had been employed by any School District in the State of Washington and is hired  
44 to perform work similar to that in which previously engaged, shall be given longevity credits in the  
45 District in accordance with applicable R.C.W.'s.  
46



1  
2 **Section 16.2.**

3 The longevity credit so transferred shall be applicable to all benefits herein including Schedule A,  
4 except the seniority provisions.  
5  
6  
7

8 **ARTICLE XVII**

9  
10 **SALARIES AND EMPLOYEE COMPENSATION**  
11

12 **Section 17.1.**

13 Employees shall be compensated in accordance with the provisions of this Agreement for all hours  
14 worked including committee work (does not include negotiations). Each employee shall receive an  
15 itemization of authorized deductions and hours worked.  
16

17 **Section 17.2.**

18 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in  
19 Schedule A attached hereto and by this reference incorporated herein.  
20

21 **Section 17.2.1.**

22 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the  
23 terms and conditions of Article XVIII, Section 18.3. Should the date of execution of this  
24 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive  
25 to the effective date.

26 **Section 17.2.2.**

27 Retroactive pay, where applicable, shall be paid on the first regular pay day following  
28 execution of this Agreement if possible, and in any case not later than the second regular pay  
29 day. In the case of retroactive pay resulting from negotiations pursuant to Article XVIII,  
30 Section 18.3, such retroactive pay shall be paid on the first regular pay day following  
31 agreement on such schedule, if possible, and in any case not later than the second regular pay  
32 day.  
33

34 **Section 17.2.3.**

35 Incremental steps, where applicable, shall take effect on September 1 of each year during the  
36 term of this Agreement. A new hire must have been employed one-half (1/2) of the annual  
37 number of hours of his/her position during the prior school year to be eligible for the increment.  
38

39 **Section 17.2.4.**

40 Any employee who changes jobs shall maintain their step placement on Schedule A.  
41

42 **Section 17.3.**

43 All positions, except Bus Driving, shall be scheduled and paid at no less than fifteen (15) minute  
44 increments. Additional time worked shall be paid at no less than fifteen (15) minute increments. Bus  
45 driving shall be paid for all time worked.  
46

1 **Section 17.4. Employee Business Expenses.**

2 Employees shall be reimbursed for authorized expenses incurred while performing work assignments  
3 including, but not limited to, the following:

- 4
- 5 o Mileage, at the maximum Internal Revenue Service business mileage rate, for travel between  
6 worksites via private vehicle, or during travel via private vehicle while on District business;
  - 7
  - 8 o Lodging, for private room while on District business, including overnight transportation  
9 department work assignments;
  - 10
  - 11 o Meal expenses, while on District business which requires that the employee remain on duty  
12 during normal meal periods outside the employee's regularly scheduled shift, including  
13 transportation department overnight work assignments;
  - 14
  - 15 o Physical examinations for employees but not job applicants, if required by the District or State,  
16 in an amount equal to the lesser of the cost of the examination or sixty dollars (\$60.00),  
17 provided however;
  - 18
  - 19 o The District shall fully cover the cost of the D.O.T. Physical for drivers and mechanics. The  
20 District shall pay the cost of CDL license renewal.
  - 21
  - 22 o Renewal of Nutrition Service permits, which are required by the District or the County for  
performance of duties within the employee's assignment.
  - 24
  - 25 o For new drivers, including substitutes, the District will reimburse fifty percent (50%) of the  
26 cost of the initial Commercial Driver's License, to a maximum of one hundred dollars (\$100),  
27 at such time as the driver completes two hundred (200) hours of driving for the District.
  - 28

29 **Section 17.5.**

30 Where an Elementary Principal is absent for more than four (4) consecutive days and no substitute is  
31 provided for the Principal, the Head Secretary will receive an additional stipend of ten dollars (\$10)  
32 per day. A Principal substitute is an employee who serves the full role, not a teacher on call from the  
33 classroom.

34

35 **Section 17.6.**

36 The District agrees to provide a tool and safety apparel allowance of four hundred dollars (\$400) per  
37 year to the Head Mechanic, Mechanic, and Assistant Mechanic. In order to receive this allowance, the  
38 Head Mechanic, Mechanic, and Assistant Mechanic must provide proof of purchase. A tool inventory  
39 will be furnished to the District by June 1 of each year. Any portion of the annual allowance not  
40 utilized may accumulate to a maximum of eight hundred dollars (\$800). Tool allowance shall be  
41 prorated based on hire date.

42

43 **Section 17.7. Payroll Errors.**

44 The District places a high value in administering timely and accurate payroll however, in the event  
45 there is an error, a meeting will be scheduled with payroll and the employee to create a correction plan.

46

1 **Overpayments.**

2 Deductions will be administered based on RCW 49.48.200, no more than five percent (5%) will be  
3 deducted from each check until the overpayment is recouped unless joint agreement between the  
4 District and employee.

5  
6 **Under Payments.**

7 If the amount owed is greater than fifty dollars (\$50), a check will be issued to the employee within  
8 seventy-two (72) hours after discovering the underpayment. If the amount owed is less than fifty  
9 dollars (\$50), the underpayment will be issued on the next scheduled pay period.

10  
11  
12  
13 **ARTICLE XVIII**

14  
15 **TERM AND SEPARABILITY OF PROVISIONS**

16  
17 **Section 18.1.**

18 The term of this Agreement shall be September 1, 2021 to August 31, 2024.

19  
20 **Section 18.2.**

21 All provisions of this Agreement shall be applicable to the entire term of this Agreement  
22 notwithstanding its execution date, except as provided in Section 18.3.

23  
24 **Section 18.3.**

25 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
26 parties in writing; provided, however, that this Agreement shall be reopened annually, prior to  
27 September 1 to negotiate salaries and one additional unspecified section at the option of the  
28 Association. This Agreement shall be reopened as necessary to consider the impact of any subsequent  
29 legislation or judicial ruling which may arguably affect the terms and conditions herein or which may  
30 create the authority to alter personnel practices in public employment.

31  
32 **Section 18.4.**

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

35  
36 **Section 18.5.**

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

39  
40 **Section 18.6.**

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

43  
44 **Section 18.7.**

45 The Association and its members shall not go on strike during the term of this Agreement. The  
46 Association will instruct its members to cross picket lines at any District location, if the District



provides safe conduct. The District has the right to discipline employees who violate this section. The District agrees that there will be no lockout of staff members during the term of this Agreement.

## ARTICLE XIX

### APPRENTICESHIP

#### **Section 19.1.**

All paraeducators enrolled as apprentices by the Washington Employees Joint Apprenticeship and Training Committee (WJATC) shall be subject to all terms of the Agreement; exception, that WJATC shall have jurisdiction to ensure the apprentices successfully complete all requirements of the program as approved and registered with the Washington State Apprenticeship Council.

#### **Section 19.1.1.**

In the event an apprentice is deemed unsuccessful by the local JATC in completing any or all parts of the approved standards, such apprentice waives contractual recourse through the grievance procedure, Article XV.

#### **Section 19.1.2.**

The maximum approved ratio of apprentice to journey level employees shall be one-to-one. If, at any given time, those requesting apprentice status exceeds the one-to-one ratio, employees shall be selected based upon seniority. For purposes of this Section only, the term "journey level employees" means certificated staff members.

#### **Section 19.2.**

Employees enrolled as apprentices shall receive the base rate of pay as specified on Schedule A.

#### **Section 19.2.1.**

Upon successful completion of apprenticeship standards and recognition by the WJATC of journey status, the journey person shall receive the journey rate of pay as designated on Schedule A.

#### **Section 19.3.**

The District shall not be responsible for any tuition, fees, books or materials associated with the apprenticeship program.

#### **Section 19.4.**

Participation in the apprenticeship program shall be completely voluntary for all employees.

#### **Section 19.5.**

Persons employed on the effective date of the Agreement may apply for the apprenticeship program at any time new enrolls are accepted.

1 **Section 19.5.1.**

2 Such employees shall receive partial credit for time worked in the District as determined by the  
3 WJATC, to a maximum credit of one thousand (1000) hours.  
4

5 **Section 19.6.**

6 The District will provide all necessary record keeping, up to an annual cost of two thousand dollars  
7 (\$2,000). Any JATC funding designated for administrative expenses will be reimbursed to the  
8 District.  
9

10  
11 **ARTICLE XX**

12  
13 **DRUG TESTING**  
14

15 Mandatory testing for employees holding Commercial Driver's License as required under the Federal  
16 Highway Administration rules on controlled substance use and testing shall be provided under the law  
17 and as follows:  
18

19 **Section 20.1. Cost of Pre-employment Testing.**

20 The cost of pre-employment testing must be paid by the prospective employee; however, the District  
21 will reimburse up to fifty dollars (\$50) when an employee completes two hundred (200) hours of  
22 employment with the District.  
23

24 **Section 20.2. Random, Post-Accident and Reasonable Suspicion Testing.**

25 A positive test for any of the prohibited drugs will be just cause for immediate termination. An alcohol  
26 test showing a blood alcohol level of .04 or higher will be just cause for immediate termination. A  
27 blood alcohol test result of .02 but lower than .04 will be just cause for:  
28

- 29 A. An immediate ninety (90) calendar day suspension from employment;  
30 B. A required assessment and evaluation by an approved substance abuse professional;  
31 C. The employee must fully comply with the assessment's recommendations;  
32 D. Return to work testing;  
33 E. Follow-up testing (after return to work) as recommended by the substance abuse  
34 professional and agreed upon by the District;  
35 F. Immediate termination for any follow-up test .02 and above.  
36 G. In the case of reasonable suspicion testing, the employee will be permitted union  
37 representation pursuant to the Collective Bargaining Agreement, provided that such  
38 representation does not delay testing.  
39

40 **Section 20.3.**

41 Employees shall be paid at their regular rate of pay for any time drug testing, except pre-employment  
42 testing, return to work testing, and testing which occurs while an employee is on suspension.  
43

44 **Section 20.4.**

45 Refusal to submit to any required testing shall be cause for immediate termination.  
46

1 **Section 20.5.**

2 All test results shall remain confidential and shall be kept in a file separate from the employee's regular  
3 personnel file. Employees and Association representatives, with the employee's consent, shall be  
4 permitted access to such files upon request.  
5

6 **Section 20.6.**

7 Costs of testing, assessment, and treatment will be as follows:  
8

- 9 A. The District shall pay the costs of random, post-accident and reasonable suspicion testing.  
10 B. Split sample testing, at the employee's request, shall be paid by the employee if the test  
11 result is positive. The cost shall be paid by the District if the test result is negative.  
12 C. The employee shall pay the cost of any assessment, counseling or other treatment.  
13 D. The employee shall pay the cost of any required testing during treatment, as well as return  
14 to work testing.  
15 E. The District shall pay the cost of any follow-up testing after a return to work.  
16  
17  
18

19 **ARTICLE XXI**

20 **SAFETY**  
21  
22

23 **Section 21.1.**

24 Classes with special needs students who have caused previous injury to staff will have a minimum of  
25 two (2) Right Response staff at all times. A back-up Right Response staff member will be available.  
26

27 **Section 21.2.**

28 Paid Right Response training shall be available to drivers, Special Education Paraeducators and  
29 substitutes for those positions. District reserves the right to determine the number of staff trained.  
30

31 **Section 21.3.**

32 All safety concerns shall first be brought to the employee's immediate supervisor or the District safety  
33 committee, in accordance with School Board Policy. (i.e. Policy 6511)  
34

35 **Section 21.4.**

36 A driver may request additional support for preschool and ECEAP routes. The District will respond to  
37 the request in a timely manner outlining the support to be provided, if any.  
38  
39  
40  
41  
42  
43  
44  
45  
46



SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU Local 1948

ENUMCLAW CHAPTER #703

BY:   
Deanne Fritschy, Chapter President

DATE: January 3, 2022

ENUMCLAW SCHOOL DISTRICT #216

BY:   
Dr. Shaun V. Carey, Superintendent

DATE: 1/3/2022





2021-22 SCHOOL YEAR SCHEDULE A								
		1	2-5	6-10	11-15	16-20	21-25	26+
20	<b>Custodial-Maintenance</b>							
1	Maintenance Tech	\$30.01	\$31.28	\$31.56	\$31.82	\$32.27	\$32.60	\$33.36
2	Head C/M-Sr High	\$28.06	\$29.21	\$29.47	\$29.71	\$30.14	\$30.44	\$31.13
3	Head C/M-Jr High	\$27.68	\$28.90	\$29.13	\$29.38	\$29.81	\$30.11	\$30.78
4	Head C/M-Elem	\$25.20	\$26.55	\$26.76	\$26.98	\$27.38	\$27.66	\$28.26
5	Lead C/M-Sr High, 1st shift	\$24.56	\$24.56	\$24.76	\$24.96	\$25.34	\$25.59	\$26.11
6	Lead C/M-Sr High, 2nd shift	\$26.08	\$26.08	\$26.29	\$26.49	\$26.87	\$27.14	\$27.69
7	Lead C/M-Middle Sch, 1st shift	\$24.21	\$24.21	\$24.40	\$24.60	\$24.96	\$25.21	\$25.72
8	Lead C/M-Middle Sch, 2nd shift	\$25.69	\$25.69	\$25.90	\$26.10	\$26.48	\$26.74	\$27.28
9	General-Cust/light maint	\$22.13	\$23.59	\$23.76	\$23.96	\$24.32	\$24.56	\$25.06
10	General-Cust/L-M/2nd shift	\$22.91	\$24.40	\$24.61	\$24.80	\$25.18	\$25.43	\$25.96
11	General-Cust/L-M/3rd shift	\$23.81	\$25.35	\$25.57	\$25.78	\$26.14	\$26.43	\$26.97
12	Head Groundskeeper	\$28.94	\$29.98	\$30.24	\$30.50	\$30.94	\$31.26	\$31.93
13	Asst Groundskeeper	\$25.44	\$26.30	\$26.52	\$26.74	\$27.14	\$27.41	\$27.96
14	Facilities Coordinator	\$35.62	\$36.99	\$37.31	\$37.63	\$38.17	\$38.54	\$39.48
15	Licensed Maintenance Technician	\$37.70	\$39.33	\$39.69	\$40.03	\$40.59	\$40.98	\$42.00
16	Courier	\$23.86	\$25.44	\$25.63	\$25.84	\$26.23	\$26.49	\$27.03
	Substitute Rate	\$18.26						
21	<b>Para-Educators</b>							
1	<b>Para I</b> - Library, General, Crossing Guard,	\$21.40	\$22.15	\$22.32	\$22.49	\$22.84	\$23.08	\$23.51
2	<b>Para II</b> - ILC, Behavior	\$21.78	\$22.49	\$22.68	\$22.84	\$23.19	\$23.42	\$23.84
	Substitute Rate	\$16.91						
22	<b>Nutrition Services</b>							
1	Central Kitchen Manager	\$23.03	\$24.37	\$24.56	\$24.77	\$25.14	\$25.40	\$25.91
2	Head Baker, Head Cook	\$23.03	\$24.37	\$24.56	\$24.77	\$25.14	\$25.40	\$25.91
3	Kit Mgr-Secondary, Catering Lead, free/reduced lead	\$20.95	\$21.81	\$21.99	\$22.16	\$22.49	\$22.73	\$23.16
4	Kitchen Asst.	\$18.81	\$20.55	\$20.72	\$20.87	\$21.18	\$21.42	\$21.79
5	Kitchen Manager- Elementary	\$19.54	\$21.27	\$21.43	\$21.60	\$21.91	\$22.15	\$22.52
	Substitute Rate	\$15.66						
23	<b>Office Personnel</b>							
1	Secretary, ASB bookkeeper, Registrar	\$23.59	\$24.39	\$24.60	\$24.79	\$25.17	\$25.42	\$25.93
2	Asst Secretary	\$22.67	\$23.44	\$23.63	\$23.82	\$24.17	\$24.42	\$24.90
3	Office Mgr, Elem & Secondary / DO Secretaries, CTE	\$25.48	\$26.38	\$26.60	\$26.82	\$27.22	\$27.49	\$28.07
4	Executive Secretary, Facilities & Operation	\$26.38	\$27.87	\$28.10	\$28.34	\$28.75	\$29.04	\$29.69
	Substitute Rate	\$18.26						
24	<b>Professional/Technical</b>							
1	Campus Security	\$28.66	\$31.52	\$31.80	\$32.07	\$32.52	\$32.85	\$33.62
	<b>Information Technology</b>							
tier 1	Client Systems Specialist	\$29.32	\$30.81	\$31.07	\$31.34	\$31.79	\$32.11	\$32.85
tier 2	Creative Technologies Specialist	\$31.33	\$32.95	\$33.07	\$33.52	\$33.99	\$34.33	\$35.16
tier 3	Data Integration Specialist/Network Specialist/Server	\$33.32	\$35.08	\$35.38	\$35.70	\$36.19	\$36.55	\$37.45
tier 4	Network Administrator/Server Administrator/Client	\$37.60	\$39.60	\$39.94	\$40.29	\$40.85	\$41.26	\$42.30
	<b>Health Services</b>							
2	LPN/RN/PT Asst/COTA	\$26.60	\$27.96	\$28.18	\$28.41	\$28.82	\$29.11	\$29.72
13	Health Room Assistant (Unlicensed), Contact Tracer	\$21.84	\$23.07	\$23.25	\$23.44	\$23.79	\$24.04	\$24.48
	<b>Cultural Program</b>							
17	Cultural Specialist Lead	\$25.21	\$25.21	\$25.41	\$25.62	\$26.01	\$26.27	\$26.80
7	Cultural Specialist/Latino Specialist	\$25.08	\$25.08	\$25.29	\$25.50	\$25.88	\$26.14	\$26.67
	<b>ECEAP</b>							
10	ECEAP Program Leader	\$26.76	\$26.76	\$26.98	\$27.21	\$27.60	\$27.89	\$28.48
11	ECEAP Family Service Worker	\$27.30	\$27.30	\$27.53	\$27.76	\$28.16	\$28.45	\$29.07
3	Music Aide	\$28.73	\$28.73	\$28.98	\$29.22	\$29.64	\$29.95	\$30.62
4	Swim Assistant	\$20.25	\$21.17	\$21.35	\$21.51	\$21.84	\$22.06	\$22.47
12	Swim Technician	\$29.38	\$29.38	\$29.63	\$29.87	\$30.31	\$30.62	\$31.30
5	Auditorium Technician	\$23.59	\$25.42	\$25.61	\$25.82	\$26.22	\$26.48	\$27.00
6	Career Center Specialist	\$24.38	\$25.80	\$26.01	\$26.22	\$26.61	\$26.89	\$27.41
15	Sign Language Interpreter	\$29.87	\$29.87	\$30.13	\$30.38	\$30.82	\$31.14	\$31.85
	Substitute Rate	\$16.91						
	Licensed HRP Substitute Rate	\$21.71						
26	<b>Transportation</b>							
1	Head Mechanic	\$37.51	\$38.17	\$38.50	\$38.83	\$39.37	\$39.78	\$40.72
2	Mechanic	\$30.91	\$33.30	\$33.58	\$33.86	\$34.35	\$34.70	\$35.48
3	Assistant Mechanic	\$28.52	\$30.50	\$30.75	\$31.02	\$31.45	\$31.78	\$32.47
4	Shop Assistant	\$25.74	\$28.15	\$28.38	\$28.60	\$29.01	\$29.32	\$29.92
5	Driver	\$26.22	\$29.62	\$29.87	\$30.11	\$30.56	\$30.87	\$31.53
6	Transportation Specialist	\$30.26	\$31.65	\$31.92	\$32.19	\$32.66	\$32.99	\$33.71
7	Bus Aide	\$23.25	\$24.01	\$24.19	\$24.38	\$24.76	\$25.01	\$25.47
8	Driver Trainer	\$30.62						
	Substitute Driver	\$23.53						
	Substitute Bus Aide	\$19.06						





2022-23 SCHOOL YEAR SCHEDULE A								
		1	2-5	6-10	11-15	16-20	21-25	26+
20	<b>Custodial-Maintenance</b>							
1	Maintenance Tech	\$30.49	\$31.78	\$32.06	\$32.33	\$32.79	\$33.12	\$33.89
2	Head C/M-Sr High	\$28.51	\$29.68	\$29.94	\$30.18	\$30.62	\$30.93	\$31.62
3	Head C/M-Jr High	\$28.13	\$29.36	\$29.60	\$29.85	\$30.28	\$30.59	\$31.27
4	Head C/M-Elem	\$25.61	\$26.97	\$27.19	\$27.41	\$27.82	\$28.10	\$28.71
5	Lead C/M-Sr High, 1st shift	\$24.96	\$24.96	\$25.15	\$25.36	\$25.75	\$26.00	\$26.53
6	Lead C/M-Sr High, 2nd shift	\$26.50	\$26.50	\$26.71	\$26.91	\$27.30	\$27.58	\$28.14
7	Lead C/M-Middle Sch, 1st shift	\$24.59	\$24.59	\$24.79	\$24.99	\$25.36	\$25.62	\$26.13
8	Lead C/M-Middle Sch, 2nd shift	\$26.10	\$26.10	\$26.31	\$26.52	\$26.90	\$27.17	\$27.72
9	General-Cust/light maint	\$22.48	\$23.97	\$24.14	\$24.34	\$24.71	\$24.96	\$25.46
10	General-Cust/L-M/2nd shift	\$23.27	\$24.79	\$25.00	\$25.20	\$25.58	\$25.84	\$26.38
11	General-Cust/L-M/3rd shift	\$24.19	\$25.76	\$25.98	\$26.19	\$26.56	\$26.85	\$27.40
12	Head Groundskeeper	\$29.41	\$30.46	\$30.72	\$30.98	\$31.43	\$31.76	\$32.44
13	Asst Groundskeeper	\$25.85	\$26.72	\$26.95	\$27.16	\$27.58	\$27.85	\$28.41
14	Facilities Coordinator	\$36.19	\$37.58	\$37.90	\$38.23	\$38.78	\$39.16	\$40.11
15	Licensed Maintenance Technician	\$38.31	\$39.96	\$40.32	\$40.67	\$41.24	\$41.64	\$42.67
16	Courier	\$24.24	\$25.85	\$26.04	\$26.25	\$26.65	\$26.91	\$27.46
	Substitute Rate	\$18.55						
21	<b>Para-Educators</b>							
1	<b>Para I</b> - Library, Gen, Cr. Guard, Sprvn, SE, Sol	\$21.74	\$22.50	\$22.68	\$22.85	\$23.21	\$23.45	\$23.89
2	<b>Para II</b> - ILC, Behavior	\$22.13	\$22.85	\$23.04	\$23.21	\$23.56	\$23.79	\$24.22
	Substitute Rate	\$17.18						
22	<b>Nutrition Services</b>							
1	Central Kitchen Manager	\$23.39	\$24.76	\$24.96	\$25.17	\$25.54	\$25.80	\$26.32
2	Head Baker, Head Cook	\$23.39	\$24.76	\$24.96	\$25.17	\$25.54	\$25.80	\$26.32
3	Kit Mgr-Secondary, Catering Lead, free/reduced lead	\$21.28	\$22.16	\$22.34	\$22.51	\$22.85	\$23.10	\$23.53
4	Kitchen Asst.	\$19.11	\$20.87	\$21.05	\$21.20	\$21.52	\$21.77	\$22.14
5	Kitchen Manager- Elementary	\$19.85	\$21.61	\$21.78	\$21.94	\$22.26	\$22.50	\$22.88
	Substitute Rate	\$15.91						
23	<b>Office Personnel</b>							
1	Secretary, ASB bookkeeper, Registrar	\$23.97	\$24.78	\$24.99	\$25.19	\$25.57	\$25.83	\$26.34
2	Asst Secretary	\$23.03	\$23.81	\$24.01	\$24.20	\$24.56	\$24.81	\$25.30
3	Office Mgr, Elem & Secondary / DO Secretaries, CTE	\$25.89	\$26.80	\$27.02	\$27.24	\$27.65	\$27.93	\$28.52
4	Executive Secretary, Facilities & Operation	\$26.80	\$28.31	\$28.55	\$28.80	\$29.21	\$29.50	\$30.16
	Substitute Rate	\$18.55						
24	<b>Professional/Technical</b>							
1	Campus Security	\$29.12	\$32.02	\$32.31	\$32.58	\$33.04	\$33.37	\$34.16
	<b>Information Technology</b>							
tier 1	Client Systems Specialist	\$29.79	\$31.31	\$31.57	\$31.84	\$32.30	\$32.63	\$33.37
tier 2	Creative Technologies Specialist	\$31.83	\$33.47	\$33.59	\$34.06	\$34.53	\$34.88	\$35.72
tier 3	Data Integration Specialist/Network Specialist/Server	\$33.86	\$35.64	\$35.95	\$36.27	\$36.77	\$37.14	\$38.05
tier 4	Network Administrator/Server Administrator/Client	\$38.20	\$40.23	\$40.58	\$40.93	\$41.51	\$41.92	\$42.98
	<b>Health Services</b>							
2	LPN/RN/PT Asst/COTA	\$27.03	\$28.41	\$28.64	\$28.86	\$29.28	\$29.58	\$30.20
13	Health Room Assistant (Unlicensed), Contact Tracer	\$22.19	\$23.44	\$23.63	\$23.82	\$24.17	\$24.42	\$24.87
	<b>Cultural Program</b>							
17	Cultural Specialist Lead	\$25.61	\$25.61	\$25.81	\$26.03	\$26.43	\$26.69	\$27.23
7	Cultural Specialist/Latino Specialist	\$25.49	\$25.49	\$25.69	\$25.91	\$26.29	\$26.56	\$27.09
	<b>ECEAP</b>							
10	ECEAP Program Leader	\$27.19	\$27.19	\$27.41	\$27.64	\$28.04	\$28.33	\$28.94
11	ECEAP Family Service Worker	\$27.74	\$27.74	\$27.97	\$28.20	\$28.61	\$28.91	\$29.53
3	Music Aide	\$29.19	\$29.19	\$29.45	\$29.69	\$30.12	\$30.43	\$31.11
4	Swim Assistant	\$20.58	\$21.51	\$21.69	\$21.85	\$22.19	\$22.41	\$22.83
12	Swim Technician	\$29.85	\$29.85	\$30.11	\$30.35	\$30.80	\$31.11	\$31.80
5	Auditorium Technician	\$23.97	\$25.82	\$26.02	\$26.24	\$26.64	\$26.90	\$27.44
6	Career Center Specialist	\$24.77	\$26.21	\$26.43	\$26.64	\$27.03	\$27.32	\$27.85
15	Sign Language Interpreter	\$30.35	\$30.35	\$30.61	\$30.87	\$31.32	\$31.64	\$32.36
	Substitute Rate	\$17.18						
	Licensed HRP Substitute Rate	\$22.06						
26	<b>Transportation</b>							
1	Head Mechanic	\$38.11	\$38.78	\$39.12	\$39.45	\$40.00	\$40.42	\$41.37
2	Mechanic	\$31.40	\$33.83	\$34.12	\$34.40	\$34.90	\$35.26	\$36.05
3	Assistant Mechanic	\$28.98	\$30.99	\$31.24	\$31.51	\$31.96	\$32.29	\$32.99
4	Shop Assistant	\$26.15	\$28.60	\$28.83	\$29.05	\$29.48	\$29.79	\$30.39
5	Driver	\$26.64	\$30.10	\$30.35	\$30.59	\$31.05	\$31.36	\$32.03
6	Transportation Specialist	\$30.74	\$32.16	\$32.43	\$32.70	\$33.19	\$33.52	\$34.25
7	Bus Aide	\$23.62	\$24.39	\$24.58	\$24.77	\$25.16	\$25.41	\$25.88
8	Driver Trainer	\$31.10						
	Substitute Driver	\$23.91						
	Substitute Bus Aide	\$19.37						



2023-24 SCHOOL YEAR SCHEDULE A								
		1	2-5	6-10	11-15	16-20	21-25	26+
20	<b>Custodial-Maintenance</b>							
1	Maintenance Tech	\$31.01	\$32.32	\$32.61	\$32.88	\$33.35	\$33.68	\$34.47
2	Head C/M-Sr High	\$29.00	\$30.18	\$30.45	\$30.70	\$31.14	\$31.46	\$32.16
3	Head C/M-Jr High	\$28.60	\$29.86	\$30.10	\$30.36	\$30.80	\$31.11	\$31.80
4	Head C/M-Elem	\$26.04	\$27.43	\$27.65	\$27.88	\$28.29	\$28.58	\$29.20
5	Lead C/M-Sr High, 1st shift	\$25.38	\$25.38	\$25.58	\$25.79	\$26.19	\$26.44	\$26.98
6	Lead C/M-Sr High, 2nd shift	\$26.95	\$26.95	\$27.16	\$27.37	\$27.76	\$28.04	\$28.61
7	Lead C/M-Middle Sch, 1st shift	\$25.01	\$25.01	\$25.21	\$25.41	\$25.79	\$26.05	\$26.58
8	Lead C/M-Middle Sch, 2nd shift	\$26.54	\$26.54	\$26.76	\$26.97	\$27.36	\$27.63	\$28.19
9	General-Cust/light maint	\$22.86	\$24.37	\$24.55	\$24.75	\$25.13	\$25.38	\$25.90
10	General-Cust/L-M/2nd shift	\$23.67	\$25.21	\$25.43	\$25.63	\$26.02	\$26.28	\$26.82
11	General-Cust/L-M/3rd shift	\$24.60	\$26.20	\$26.42	\$26.63	\$27.01	\$27.31	\$27.86
12	Head Groundskeeper	\$29.91	\$30.98	\$31.25	\$31.51	\$31.97	\$32.30	\$32.99
13	Asst Groundskeeper	\$26.28	\$27.18	\$27.41	\$27.62	\$28.05	\$28.32	\$28.89
14	Facilities Coordinator	\$36.81	\$38.22	\$38.55	\$38.88	\$39.44	\$39.83	\$40.79
15	Licensed Maintenance Technician	\$38.96	\$40.63	\$41.01	\$41.36	\$41.94	\$42.35	\$43.40
16	Courier	\$24.66	\$26.28	\$26.48	\$26.70	\$27.11	\$27.37	\$27.93
	Substitute Rate	\$18.87						
21	<b>Para-Educators</b>							
		1	2-5	6-10	11-15	16-20	21-25	26+
1	Para I - Library, Gen, Cr. Guard, Sprvn, SE, Sol	\$22.11	\$22.88	\$23.06	\$23.24	\$23.60	\$23.85	\$24.29
2	Para II - ILC, Behavior	\$22.50	\$23.24	\$23.43	\$23.60	\$23.96	\$24.19	\$24.63
	Substitute Rate	\$17.47						
22	<b>Nutrition Services</b>							
		1	2-5	6-10	11-15	16-20	21-25	26+
1	Central Kitchen Manager	\$23.79	\$25.18	\$25.38	\$25.59	\$25.97	\$26.24	\$26.77
2	Head Baker, Head Cook	\$23.79	\$25.18	\$25.38	\$25.59	\$25.97	\$26.24	\$26.77
3	Kit Mgr-Secondary, Catering Lead, free/reduced lead	\$21.64	\$22.54	\$22.72	\$22.90	\$23.24	\$23.49	\$23.93
4	Kitchen Asst.	\$19.44	\$21.23	\$21.41	\$21.56	\$21.89	\$22.14	\$22.52
5	Kitchen Manager- Elementary	\$20.19	\$21.98	\$22.15	\$22.31	\$22.64	\$22.88	\$23.27
	Substitute Rate	\$16.18						
23	<b>Office Personnel</b>							
		1	2-5	6-10	11-15	16-20	21-25	26+
1	Secretary, ASB bookkeeper, Registrar	\$24.37	\$25.20	\$25.41	\$25.62	\$26.01	\$26.26	\$26.79
2	Asst Secretary	\$23.42	\$24.22	\$24.42	\$24.61	\$24.98	\$25.23	\$25.73
3	Office Mgr, Elem & Secondary DO Secretaries, CTE	\$26.33	\$27.26	\$27.48	\$27.71	\$28.12	\$28.40	\$29.01
4	Executive Secretary, Facilities & Operation	\$27.26	\$28.79	\$29.04	\$29.29	\$29.71	\$30.00	\$30.67
	Substitute Rate	\$18.87						
24	<b>Professional/Technical</b>							
		1	2-5	6-10	11-15	16-20	21-25	26+
1	Campus Security	\$29.61	\$32.56	\$32.86	\$33.14	\$33.61	\$33.94	\$34.74
	<b>Information Technology</b>							
tier 1	Client Systems Specialist	\$30.29	\$31.84	\$32.11	\$32.39	\$32.84	\$33.18	\$33.94
tier 2	Creative Technologies Specialist	\$32.37	\$34.04	\$34.17	\$34.64	\$35.12	\$35.47	\$36.32
tier 3	Data Integration Specialist/Network Specialist/Server	\$34.43	\$36.25	\$36.56	\$36.88	\$37.40	\$37.77	\$38.70
tier 4	Network Administrator/Server Administrator/Client	\$38.85	\$40.91	\$41.27	\$41.63	\$42.21	\$42.64	\$43.71
	<b>Health Services</b>							
2	LPN/RN/PT Asst/COTA	\$27.49	\$28.89	\$29.12	\$29.35	\$29.78	\$30.08	\$30.71
13	Health Room Assistant (Unlicensed), Contact Tracer	\$22.57	\$23.84	\$24.03	\$24.22	\$24.58	\$24.84	\$25.30
	<b>Cultural Program</b>							
17	Cultural Specialist Lead	\$26.05	\$26.05	\$26.25	\$26.47	\$26.88	\$27.14	\$27.69
7	Cultural Specialist/Latino Specialist	\$25.92	\$25.92	\$26.13	\$26.35	\$26.74	\$27.01	\$27.56
	<b>ECEAP</b>							
10	ECEAP Program Leader	\$27.65	\$27.65	\$27.88	\$28.11	\$28.51	\$28.82	\$29.43
11	ECEAP Family Service Worker	\$28.21	\$28.21	\$28.45	\$28.68	\$29.10	\$29.40	\$30.04
3	Music Aide	\$29.69	\$29.69	\$29.95	\$30.19	\$30.63	\$30.94	\$31.64
4	Swim Assistant	\$20.93	\$21.88	\$22.06	\$22.22	\$22.57	\$22.80	\$23.22
12	Swim Technician	\$30.36	\$30.36	\$30.62	\$30.86	\$31.32	\$31.64	\$32.34
	Auditorium Technician	\$24.38	\$26.26	\$26.47	\$26.68	\$27.09	\$27.36	\$27.90
6	Career Center Specialist	\$25.19	\$26.66	\$26.88	\$27.09	\$27.49	\$27.78	\$28.32
15	Sign Language Interpreter	\$30.86	\$30.86	\$31.13	\$31.39	\$31.85	\$32.17	\$32.91
	Substitute Rate	\$17.47						
	Licensed HRP Substitute Rate	\$22.44						
26	<b>Transportation</b>							
		1	2-5	6-10	11-15	16-20	21-25	26+
1	Head Mechanic	\$38.76	\$39.44	\$39.78	\$40.12	\$40.68	\$41.11	\$42.08
2	Mechanic	\$31.93	\$34.41	\$34.70	\$34.99	\$35.49	\$35.86	\$36.66
3	Assistant Mechanic	\$29.47	\$31.52	\$31.77	\$32.05	\$32.50	\$32.84	\$33.55
4	Shop Assistant	\$26.60	\$29.08	\$29.32	\$29.55	\$29.98	\$30.29	\$30.91
5	Driver	\$27.09	\$30.61	\$30.86	\$31.11	\$31.58	\$31.90	\$32.58
6	Transportation Specialist	\$31.26	\$32.70	\$32.98	\$33.26	\$33.75	\$34.09	\$34.84
7	Bus Aide	\$24.02	\$24.80	\$24.99	\$25.20	\$25.59	\$25.84	\$26.32
8	Driver Trainer	\$31.61						
	Substitute Driver	\$24.31						
	Substitute Bus Aide	\$19.70						



## 1 Schedule A Notes:

1. Driver Trainer work paid at driver step 2 rate OR at employee's current pay rate plus \$1.00 per hour, whichever is higher.
2. Elementary Kitchen Assistant Lead position changed to Kitchen Manager - Elementary beginning effective September 1, 2015.
3. Add Latino Specialist position to Schedule A in the Prof/Tech classification; same wage rate as Native American Specialist. Native American and Latino Specialists are now named Cultural Specialists.
4. Add Head Cook position to Schedule A in the Nutrition Service classification; same wage rate as Head Baker.
5. Longevity stipends (beginning the 2016-2017 school year); to be paid in the August pay warrant.
  - 16 – 20 years = \$250 annually
  - 21 – 25 years = \$500 annually
  - 26 – 29 years = \$750 annually
  - 30+ years = \$1000 annually
6. Middle School Assistant Secretary positions shall be reclassified as Secretary beginning the 2015-2016 school year. Their work year shall be 190 days (180 day academic year plus 5 days after and 5 days before.)
7. Add ten (10) days to the High School Registrar position beginning August 2015. These days may be flexed throughout the 12 month school year.
8. School Bus driver retire/rehires shall be at the wage rate equal to their Schedule A step placement at retirement.
9. For the 2021 – 2022 school year, all wage rates increased by the following
  - a. Cultural Specialist, LPN 5%
  - b. Grounds, Health Room Asst., Auditorium, Career Center, Licensed Maintenance, Courier 10%
  - c. Transportation 15%
  - d. All other Classifications IPD 2%For the 2022 – 2023 school year, wage reopener for salaries and 1 unspecified section at the option of the Association per Section 18.3.  
For the 2023 – 2024 school year, reopen for salaries and one unspecified section at the option of the Association per Section 18.3.
10. The District will guarantee up to two (2) driver trainer positions with a minimum of two (2) hours per day. Hours will be tracked and mutually agreed upon with the transportation supervisor. There are no restrictions on bidding for open routes as long as the total hours do not exceed forty (40) hours per week.
11. Para Educator classified as 1, 2 and 3 will become the new Para Educator 1's
12. Para Educators which were classified 4's will become the new Para Educator 2's
13. Registrar-Secretary moved to the same line as bookkeeper
14. Added Executive Secretary - Facilities and Operation 23.04
15. Secretary CTE move from 23-01 to 23-03



1 **SUBSTITUTES**

2  
3 Substitutes who work more than twenty (20) consecutive days substituting for the same person shall receive  
4 the first year rate retroactive to the first day substituting in that position while continuing to work in that  
5 assignment.  
6

7 Substitute drivers who work twenty (20) consecutive days shall receive the first year rate retroactive to the  
8 first day substituting.  
9

10 Former Enumclaw School District employees who return as a substitute employee in the same classification  
11 within 12 months of separation shall be placed at their last step placement.  
12

13 **APPRENTICESHIP PROGRAM**

14 Journey Rate...An additional twenty five cents (\$0.25) per hour.  
15

16 **MAINTENANCE PROJECTS**

17 \*\$1.00 per hour additional for all hours worked on approved maintenance projects by Custodial employees.  
18

19 If a Custodial/Maintenance employee is assigned by the District Project Manager to perform a construction  
20 project which is beyond the scope of work performed by the Custodial/Maintenance Department, the  
21 employee assigned will receive one dollar (\$1.00) per hour above his/her regular rate. The Project Manager  
22 will determine whether the project qualifies and who is qualified to perform the work. If necessary, a  
23 substitute may be hired to perform the regular work of the assigned employee.  
24

25 **EDUCATIONAL DEGREES**

26 Bargaining unit employees shall receive a premium of thirty-five cents (35¢) per hour for an AA degree or  
27 fifty cents (50¢) per hour for a Bachelor's degree. Completion of a two year vocation or certification  
28 program, or 90 quarter credits, may be substituted for an AA degree.  
29

30 Beginning September 2022 Educational Degrees will be as follows:  
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32 AA-.85 cents

33 BA-\$1.00

34 MA-\$1.50  
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## ADDENDUM A

### **STAFF DEVELOPMENT:**

The purpose of this memorandum is to set forth the understanding between the Public School Employees of Enumclaw and the Enumclaw School District concerning Staff Development. This agreement will be in effect through the duration of the negotiated agreement.

It is agreed upon and understood that:

A Staff Development Committee will be established from the membership of the Enumclaw PSE to include one (1) member each from the following categories:

- Transportation
- Paraeducators
- Office Personnel
- Professional/Technical
- Custodians
- Nutrition Services

Four (4) members representing the District will be appointed to the committee to include representation from:

- Human Resources
- Business Manager
- Transportation Supervisor
- Curriculum and Instruction

The purpose of the committee will be to research the needs for training of classified staff and how this can be accomplished.

It is the intent of the PSE and the District to encourage staff to participate in training to open new opportunities in employment as well as the education and wellbeing of the students.

The Staff Development Committee will begin meeting after ratification of the Negotiated Agreement and will be a standing committee in order to continually access needs and provide recommendations to the District.



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3  
4 **ADDENDUM B**

5 **WAGES**

6 Bus aide salary will be equivalent to Special Education Paraeducator (Para 1).  
7

8 **SENIORITY**

9 Bus aide positions hired in 2007-2008 and on, will hold seniority dates in the Special Education  
10 Paraeducator category.

11 Qualifying bus aides will hold grandfathered seniority dates in the transportation category, but will also assume new  
12 seniority dates in the paraeducator category (unless they already have one) of September 2, 2008.  
13

14 These existing three (3) bus aides will remain on their current routes and will not be required to re-bid each year.  
15

16 If/when a new “bus aide” position is posted, the grandfathered transportation seniority dates of these three (3) individuals  
17 will be considered over a more senior special education paraeducator for the duration of their employment with the  
18 District.

19 All new “bus aide” positions will be posted as special education and subject to provisions in Section 10.6 NOT Section  
20 7.10.1.  
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## ADDENDUM C

### WEINGARTEN RIGHTS: EMPLOYEE RIGHT TO UNION REPRESENTATION

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

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

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

### WHAT IS THE “WEINGARTEN RIGHT”?

The “Weingarten Rights” requires that an employee be given the opportunity to have union representation at an employer’s investigatory interview pertaining to the discipline, discharge or suspension of that employee. This rule recognizes that the presence of an able union representative at an investigatory interview may assist the employer in obtaining facts and may help both sides save valuable time in getting to the bottom of the issue. This opportunity includes the following principles:

1. The employee must request union representation.
2. Rescheduling a meeting to permit a union representative to be present may be appropriate, but the unavailability of a union representative may not unreasonably delay the investigation.
3. The right applies to situations where the employee reasonably believes the investigation will result in disciplinary action. This right does not pertain to “run-of-the-mill-shop-floor conversations” including but not limited to giving instructions, training or needed correction of work techniques.
4. The union representative’s role is to assist the employee, not to disrupt or obstruct the interview. The representative’s role may include clarifying facts or suggesting other employees with relevant knowledge.
5. If an employee requests union representation, the employer may decide to continue the investigation without interviewing the employee. The employer is not required to justify this decision.

These duties and responsibilities are printed here for the education of employees and supervisors, and not as a limitation on the rights of the parties in any particular case.



## ADDENDUM D

### WHAT DOES “JUST CAUSE” MEAN?

The concept of “just cause” (mentioned in Article XI, Section 11.1) requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following tests:

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

**Memorandum of Understanding  
By and Between  
The Enumclaw School District  
And  
Public School Employees of Enumclaw  
Agreement Regarding Longevity and Vacation Prorated Language**

The District and the Association agree to amend Article VIII of the Collective Bargaining Agreement regarding vacation and longevity payout language. All other provisions of this article will remain.

**Section 8.2. Vacations for Part-Time Employees.**

All regular part-time employees shall receive up to four (4) days vacation pay equal to their normal work shift at their base rate in effect at the time the vacation is paid; provided, however, that after their tenth (10th) year of service, regular part-time employees shall receive seven (7) days vacation pay. After their fifteenth (15th) year of service, regular part-time employees shall receive ten (10) days' vacation pay.

Regular part-time employees shall be paid for accumulated vacation time in their June pay warrant. Regular part time employees separating from service prior to June pay warrant will receive vacation pay prorated based on worked FTE. Regular part-time employees, with their supervisor's approval, and/or pursuant to the criteria set forth in Section 8.1.2.1, may take time off during the school year and have it credited against vacation accumulation. Vacation credit must be earned prior to use.

**Schedule A Notes:**

5. Longevity stipends (beginning the 2016-2017 school year); to be paid in the August pay warrant. Employees separating from service prior to August pay warrant will receive longevity pay at a prorated amount based on worked FTE.

16 - 20 years = \$250 annually

21 - 25 years = \$500 annually

26 - 29 years = \$750 annually

30+ years = \$1000 annually

For the Union:



Kim Sales  
PSE of Enumclaw Chapter President

Date: 8/15/23

For the District:



Stephanie Berryhill  
Human Resource Director

Date: 8/15/23