

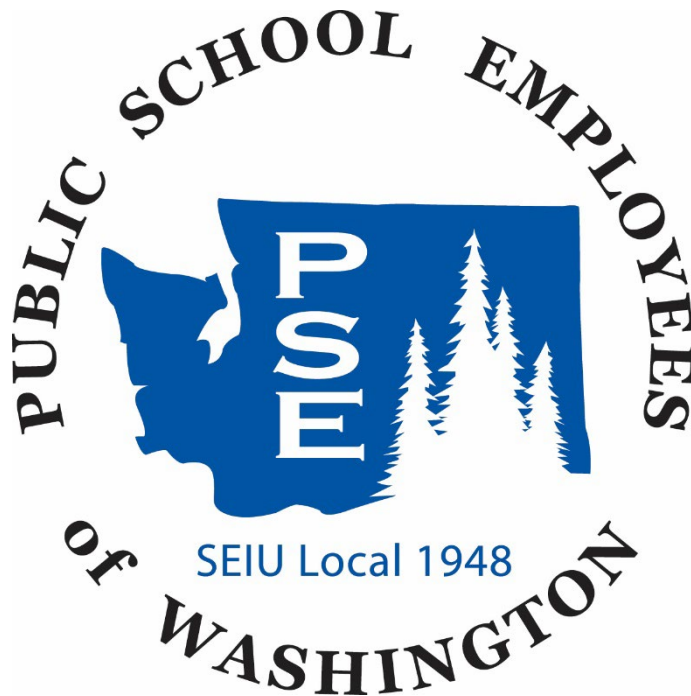
COLLECTIVE BARGAINING AGREEMENT BETWEEN

EPHRATA SCHOOL DISTRICT #165

AND

PUBLIC SCHOOL EMPLOYEES OF EPHRATA

SEPTEMBER 1, 2024– AUGUST 31, 2027



Public School Employees of Washington / SEIU Local 1948

P.O. Box 798

Auburn, WA 98071-0798

1.866.820.5652

www.pseclassified.org

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DECLARATION OF PRINCIPLES

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

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

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

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

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

PREAMBLE

This Agreement is made and entered into between Ephrata School District Number 165 (hereinafter "District") and the Ephrata School District Local Chapter of Public School Employees of Washington, an affiliate of Public School Employees of Washington / SEIU Local 1948 (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:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Definition of Terms.

A. "District" shall mean Ephrata School District #165, Grant County, Washington State.

B. "School Board of Directors" shall mean the School Board of Directors of Ephrata School District #165 as the governing body of the District.

C. "Association" shall mean Ephrata School District Local Chapter of Public School Employees of Washington and affiliate of Public School Employees of Washington / SEIU Local 1948.

D. "Parties" shall mean the District and the Association.

- 1 E. **“Superintendent”** shall mean the Chief Administrative Officer of the District or his/her
2 designee.
- 3
- 4 F. **“President”** shall mean the President of the Association or his/her designee.
- 5
- 6 G. **“Collective Bargaining Agreement”** shall mean that contract issued and signed in accordance
7 with RCW 28A.405.240.
- 8
- 9 H. **“Classified Employee”** shall mean employees in the following classifications: Secretarial /
10 Clerical, Lunch Program, Paraeducator, Therapy Assistants, Security, Maintenance /
11 Custodians, Technology, and Transportation.
- 12
- 13 I. **“Regular Part-Time Employee”** shall mean an employee who during the previous twelve (12)
14 months has worked more than one-sixth (1/6) of the time normally worked by a full-time
15 employee, and who remains available for work on the same basis.
- 16
- 17 J. **“Substitute Employee”** shall mean those workers hired to perform the duties normally
18 performed by an employee whose position is temporarily vacant, regardless of the duration of
19 the absence of the employee whose duties the substitute employee is performing.
- 20
- 21 K. **“Temporary Employee”** shall mean an employee who is hired on a temporary basis for a
22 maximum period of up to one (1) year to fill temporary employment needs in unusual
23 circumstances or situations such as, but not limited to, serving programs with limited grant
24 funding, overloading, or to meet needs of special student populations.
- 25
- 26 L. **“Employee”** shall mean any member of the bargaining unit, as set out in this Agreement.
- 27
- 28 M. **“Seniority”** shall mean the employee with the greatest seniority shall have preferential rights
29 with regard to shift selection, vacation periods, special services (including overtime),
30 promotion, and filling new or open jobs, and lay-off return when ability and performance are
31 substantially equal with employees with less seniority.
- 32
- 33 N. **“Layoff”** shall mean in the event it becomes necessary to lay-off employees for any reason, the
34 employee shall be laid off in inverse order of their seniority.
- 35

36 **Section 1.2. Recognition of Association.**

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

40

41 **Section 1.3. Bargaining Representative.**

42 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
43 as deputy, Administrative Assistant, or Secretary necessarily imply a confidential relationship to the
44 Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (12).

45

46 **Section 1.4. Bargaining Unit Definition.**

47 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in
48 the following general job classifications: Custodian/Maintenance, Food Service, Para Educator,

Secretary/Clerical, Security, Therapy Assistants, Technology, and Transportation. The Supervisors of Transportation, Food Service, and Custodial/Maintenance; the Business Manager, Central Office Secretaries including Payroll, Accounts Receivable, and Technology Supervisor are exempt from the bargaining unit.

Section 1.5. Regular Part-Time Employees.

An employee who during the previous twelve (12) months has worked more than one-sixth (1/6) of the time normally worked by a full-time employee, and who remains available for work on the same basis, is a regular part-time employee. The one-sixth (1/6) determination shall be calculated on a one thousand four hundred forty (1440)-hour work year. For purposes of establishing that an employee is a regular part-time employee, the days worked by the employee need not have been worked consecutively and shall be calculated on the basis of one (1.0) FTE. (Note: one thousand four hundred forty [1440] hours [nine (9) month position] and two thousand eighty [2080] hours [twelve (12) month position] are both hourly calculations of one [1.0] FTE.)

Section 1.5.1. Rights of Regular Part-Time Employees.

Regular part-time employees of the District are entitled to all provisions of this Agreement. The rights of substitute employees who qualify as part-time regular employees because of working the more than one-sixth (1/6) determination explained in Section 1.5 can be found in Section 1.6.1. The rights of temporary employees who qualify as part-time regular employees are explained in Section 1.7.1.

Section 1.6. Definition of a Substitute Employee.

Substitute employees shall mean those workers hired to perform the duties normally performed by an employee whose position is temporarily vacant, regardless of the duration of the absence of the employee whose duties the substitute employee is performing, and regardless of whether the absence is due to vacation, illness, disability, leave of any sort, or a position temporarily vacated by the choice of a permanent employee to take a temporary position under Section 1.6.1, or other cause.

Substitute employees working more than twenty (20) consecutive or (30) cumulative shifts during a 12-month period or fiscal year shall be considered substitute employees of the District. Such substitute employee shall be paid at the probationary wage rate, shall not receive benefits, and shall not be covered by any other terms or conditions of this Agreement.

Section 1.6.1. Rights of Substitute Employees.

A substitute employee, including one who qualifies as a regular part-time employee under Section 1.4 or decisions of the Washington Public Employment Relations Commission (PERC), or other law, shall be paid at the probationary wage rate, shall not receive benefits, and shall not be covered by any other rights, terms or conditions, or non-wage benefits afforded by this Agreement. A substitute employee is an "at will" employee. Repeated use of a person as a substitute or listing a person on a substitute list or roster shall not provide the expectation that the person will be retained on any future occasion.

Section 1.7. Temporary Employees.

A temporary employee is one who is hired on a temporary basis for a maximum period of up to one (1) year to fill temporary employment needs in unusual circumstances or situations such as, but not limited to, serving programs with limited grant funding, overloading, or to meet needs of special student populations. A temporary position must be communicated in writing and in advance to the local PSE

1 President by receipt of the job posting. If the temporary position is continued for a second year, the
2 position will be posted and filled as a permanent position.
3

4 The temporary position shall be posted if it is more than two (2) hours per day indicating the
5 approximate duration of the position. Permanent employees may apply for a posted temporary position
6 and will be assigned according to Section 9.7. If a permanent employee fills the temporary position,
7 that permanent employee's former position will be filled by a substitute employee. In no case will
8 more than one (1) employee be allowed to change positions under such circumstances. A permanent
9 employee who chooses to move to a temporary position will return to his/her former position when the
10 temporary position has expired. If a temporary position is filled by a substitute employee, the
11 employee will then be considered a temporary employee.
12

13 **Section 1.7.1. Rights of Temporary Employees.**

14 A temporary employee, including one who qualifies as a regular part-time employee under
15 Section 1.4 or decisions of the Washington Public Employment Relations Commission (PERC)
16 or other law:
17

- 18 A. is an "at-will" employee,
19
- 20 B. shall be subject to termination upon written notice prior to the anticipated duration of
21 his/her employment if the need for the temporary position ends prematurely,
22
- 23 C. is not a "continuing contract" employee, and
24
- 25 D. shall be entitled to the rights of all provisions of this Agreement, except the following:
26
 - 27 ■ Section 6.1, Workweek
 - 28
 - 29 ■ Section 6.1.1, Work Shift
 - 30
 - 31 ■ Section 16.1, Transportation
 - 32
 - 33 ■ Section 6.14, Secretary Work Year
 - 34
 - 35 ■ Section 7.2, Vacations
 - 36
 - 37 ■ Section 8.1, Absence From Work, with the exception of sick leave
 - 38
 - 39 ■ Section 8.4, Personal Leave
 - 40
 - 41 ■ Section 8.12, Leave of Absence
 - 42
 - 43 ■ Section 8.13, Leave without Pay
 - 44
 - 45 ■ The provision of Article IX, Probation, Seniority and Layoff Procedures, with the
46 exception of Section 9.2, Probationary Status
47

- Article X, Discipline and Discharge of Employees, with the exception Section 10.1, Just Cause
- Article XIV, Grievance Procedure, only as it applies to Section 10.1, Just Cause
- Each in their entirety and Section 15.10, Update-to-Date Job Descriptions

Notwithstanding the foregoing, however, if a permanent employee chooses to fill a temporary position pursuant to Section 1.6, Temporary Employees, that employee shall be entitled to the rights of all provisions of this Agreement while serving in the temporary position.

If a temporary position is continued for a second year and posted for applications as a permanent position, the person who filled the temporary position the prior year shall have no seniority or other preferential rights to the permanent position. The exception is when a temporary position was filled by a permanent employee pursuant to Section 1.6, Temporary Employees, normal seniority provisions according to this Agreement shall apply.

ARTICLE II

RIGHTS OF EMPLOYER

Section 2.1. Rights, Powers, Functions, and Authority.

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

Section 2.2. Rules and Regulations.

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.

Section 2.3. Subcontracting.

The District shall not have the right to subcontract any of the jobs or functions performed by the bargaining unit specified in Section 1.4. The District shall have the right to subcontract any jobs or functions that are temporary in nature or that are above the normal job description and work load of those jobs held in general or that cannot be performed by those holding the job classification.

ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 3.1. Joining the Association.

It is agreed that all employees subject to this Agreement shall have the right, freely and without fear of penalty or reprisal, to join and assist the Association. Employees shall be free to assist the Association in participating 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. Neither the District nor the Association shall interfere with the right of an employee to join or refrain from joining the Association.

Section 3.2. Equal Opportunity and Nondiscrimination.

The Employer and the Union are committed to a policy of equal employment opportunity. All staff members will be treated fairly at all times and without regard to race, creed, color, sex, national origin, military or marital status, sexual orientation, gender identity, political ideology, generic information or disability, and any other basis protected by local, state, or federal law. This applies to all personnel actions including recruitment, hiring, training, transfer, promotion and demotion, layoff and recall, compensation and benefits, discipline, termination and all other conditions or privileges of employment.

Section 3.3. District Calendar Input.

Classified employees shall be included on the survey for District Calendar input along with certified employees regarding the next year's school calendar. The final school calendar decision is made by the School Board.

Section 3.4. Personnel File.

There shall be only one (1) personnel file for each employee. These files shall be kept in the Superintendent's Office. Any material placed in the employee's file must be given to the employee within five (5) days of the placement in the file. Employees shall be permitted to inspect these files upon request to the Superintendent or the Superintendent's designee. At the request of the employee a copy of each item placed in the employee file will be provided within five (5) days of the request. All grievance materials will be placed in the personnel file unless agreed otherwise by the employee and the supervisor.

No evaluation, correspondence or any material making derogatory references to anything other than an employee's work performance or their ability to perform their job shall be included in the employee's personnel file. In the event that derogatory remarks as permitted above are placed in the personnel file, the employee shall be notified of its inclusion, and the author. The employee must be permitted to attach a written commentary to any material in the personnel file.

Upon request of the employee, any derogatory employee discipline related material may be removed after three (3) years of placement in the employee's personnel file. Material will remain in the "personnel file" for three (3) additional years if subsequent actions by the employee warrant further discipline or termination. After such materials are five (5) years old, and at the employee's request, they shall be purged from the employee's personnel file and destroyed.

1 **Section 3.5. Working Files.**

2 Supervisors and other Administrators that maintain a working file for evaluation of classified
3 employees must destroy the file after one (1) calendar year.
4

5 **Section 3.6. Medical File.**

6 The District shall maintain medical information files in the District office and with school nurses for
7 each employee that are kept separate from the personnel file. This file may contain such sensitive
8 information as immunization history, health related cards, leave sharing information, information on
9 medical history, medical releases, etc. The District will insure confidentiality of sensitive information
10 regarding the employee in the event of a federal or state audit.
11

12 **Section 3.7. Safe Work Environment.**

13 The District is committed to providing a clean, safe work and learning environment in every building
14 in the District.
15

16 The District is committed to a work environment that is free of unsafe or hazardous conditions. Any
17 employee who believes that a condition is unsafe or hazardous has an obligation to bring the
18 unsafe/hazardous condition to the attention of his/her immediate supervisor. The supervisor and/or
19 District will investigate and work to mitigate the problem.
20

21 **Section 3.8. Confrontational Situations.**

22 Employees, acting within the scope of their duties, may use reasonable measures with students,
23 patrons, or other persons as is necessary to protect his/herself, another employee, or another student
24 from attack, physical or verbal abuse or injury, or to prevent damage to District or personal property.
25 Such measures shall be within the constraints imposed by District policy, Washington State, and/or
26 other applicable federal laws. Should employees take action which is outside the constraints imposed
27 by applicable state and federal laws, the District shall not be held liable for such action or defense of
28 such action.
29

30 The District shall provide liability insurance for the protection of employees while engaged in the
31 maintenance of order and discipline and the protection of school personnel and students. Such
32 insurance protection includes only liability insurance covering injury to persons. This section shall
33 remain consistent with RCW 28A.400.370.
34
35

36 **ARTICLE IV**

37 **RIGHTS OF THE ASSOCIATION**

38 **Section 4.1. Right to Represent.**

39 The Association has the right and responsibility to represent the interests of all employees in the
40 bargaining unit; to present their views to the District on matters of concern, orally or in writing; and to
41 enter collective negotiations with the object of reaching an agreement applicable to all employees
42 within the bargaining unit.
43
44

45 **Section 4.2. Disciplinary Notification.**

46 The Association shall be notified promptly by the District of any disciplinary actions of any employee
47 in the bargaining unit. The Association is entitled to have an observer at hearings conducted by any
48

District official or body arising out of grievance and to make known the Association's views concerning the case.

Section 4.3. Association Delegation.

The Association reserves and retains the right to delegate any right or duty herein granted to or undertaken by the Association, within the scope of the Public Employees Collective Bargaining Act, to appropriate officials of the Public School Employees of Washington /SEIU Local 1948 State Organization.

Section 4.4. PSE Employee Information.

In accordance with RCW 41.56.035, the District will provide the State PSE Office the following information for each employee, provided it is within employee's records:

- the employee's name and date of hire,
- the employee's contact information (including cellular, home, and work telephone numbers, most up-to-date work and personal email addresses and home address or personal mailing address), and
- employment information (including the employee's job title, salary or rate of pay, and work location).

The District will provide this information within twenty-one (21) business days from the date of hire for a newly hired employee and every one hundred twenty (120) business days for all employees.

Section 4.5. Access to District Premises.

Representatives of the Association, upon notifying the office of the District Superintendent and receiving approval, shall have access to the District premises during business hours for the purpose of Association business, provided that no conferences or meetings between employees and Association representatives shall in any way hamper or interfere with the normal flow of work. The Union shall pay a reasonable cost for materials and supplies incident to such use of facilities and equipment.

Conferences with employees shall occur before or after the normal work shift or during the coffee or lunch breaks unless otherwise authorized by the District.

Section 4.6. Bulletin Boards, Intra-District Mail, and District E-Mail.

The District shall make its best effort to provide bulletin board space in each school for the use of the Union to transact official business. Bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for the posting. Unsigned bulletins or notices may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, literature, or notices of any kind on District property other than legitimate PSE business. The responsibility for prompt removal of notices from the bulletin boards after they have served their purpose will rest with the individual who posted the signed notice.

The employer reserves the right to withhold the use of space for posting bulletins if, in the employer's judgment, the information is not in the best interest of or is detrimental to the District. The Union may

1 use intra-District mail for professional business correspondence and District e-mail for notification of
2 meetings, but it shall not be for political purposes.

3
4 **Section 4.7. Time Off for President or Designee.**

5 The President of the Association or designated representatives will be provided time off without loss of
6 pay to a maximum cumulative total of five (5) cumulative days per year to attend School District or
7 state meetings. Leave requires prior approval of the appropriate supervisor before leave is taken. The
8 PSE will reimburse the District for substitute costs incurred. The District is not responsible for paying
9 any travel expenses to PSE employees for attending Union related meetings.

10
11 **Section 4.8. Negotiations or Grievance Participation**

12 Association representatives, the designated grievant, and witnesses shall not suffer any loss of pay when
13 mutually scheduled to participate in negotiations or grievance hearings during established work hours.
14 The parties are committed to collaborating in good faith to ensure the scheduling of these events
15 prioritizes the needs and preferences of all involved. The District will minimize scheduling time outside
16 of the workday for these events unless such time is not feasible.

17
18
19 **ARTICLE V**

20
21 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

22
23 **Section 5.1. Matters for Consultation and Negotiations.**

24 It is agreed and understood that matters appropriate for consultation and negotiation between the
25 District and the Association are personnel matters, including wages, hours, working conditions and
26 grievance procedures.

27
28 **Section 5.2. Conference Committee.**

29 The Association will designate a Labor Management Committee of five (5) members who will meet
30 with the Superintendent of the District and other of the District administrators on a mutually agreeable
31 basis to discuss appropriate matters.

32
33 **Section 5.3. Representation of Association and Employees.**

34 The Association representatives shall represent the Association and employee(s) with officials of the
35 District to discuss appropriate matters of mutual interest. They may receive and investigate to
36 conclusion complaints or grievances of employees and thereafter advise employees of rights and
37 procedures outlined in this Agreement, and applicable regulations or directives for resolving the
38 grievances or complaints. They may not, however, continue to advise the employee on courses of
39 action after the employee has indicated that he/she does not desire to pursue a grievance. They may
40 consult with the District on complaints without a grievance being made by an individual employee.

41
42 **Section 5.4. Communication and Problem Solving.**

43 Consistent communication is necessary to establish high morale, maintain people relationships, and
44 solve problems in the workplace. An employee with a complaint or problem is encouraged to inform
45 their immediate supervisor either verbally or in writing so that an effort can be made to resolve the
46 problem. A good faith effort should be made to resolve such an issue before the employee may feel
47 compelled to file a grievance. A PSE Union representative is always welcome to participate in that
48 problem-solving effort.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1. Workweek.

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest, provided further, that the District may designate certain employees to work a schedule appropriate to getting a particular job done during unusual circumstances or emergency situations when such schedule is mutually agreed to by the employees and the supervisor.

Section 6.1.1. Work Shift.

All employees are required to work their entire work shift. Employees are not allowed to leave work early (even if the employee believes their work is done) without approval of their supervisor(s).

Section 6.1.2. Time Between Work Assignments.

If there are thirty (30) minutes or less between work assignments within the same classification of any employee subject to this Agreement, the hourly rate shall continue uninterrupted with the exception of Transportation and summer school which will be paid at the base rate of their classification. However, continuity of payment will not occur when an employee moves from one assignment in one classification to another assignment in a different classification (example: Bus Driver to Custodian). Paid work time shall not overlap (employee shall not begin their shift in a different classification until the paid work time in the first shift has been completed).

Section 6.2. Work Shift and Workweek.

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior reasonable notice to the employee; provided, however, this notice may be waived by the employee in case of an emergency situation or during unusual circumstances for the duration thereof. Reasonable notice shall mean as much consideration for the employee's circumstances as possible, and yet allow the District to accomplish the work.

Section 6.3. Work Shift Hours.

The District shall establish work shifts with designated times of beginning and ending. The normal work shift shall consist of eight and one-half (8½) hours, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

All classified employees are required to take their scheduled break(s) and thirty (30) minute lunch period. Employees shall not have the option to not take their scheduled break(s) or lunch period to reduce the length of their shift. Exceptions to this: necessity to work because of an emergency situation, a school event, or because of a special occasional circumstance which shall be pre-approved by the supervisor.

1 **Section 6.4. Less than Normal Work Shift.**

2 In the event an employee is assigned to a shift less than the normal work shift previously defined in
3 this Article, the employee shall be given a fifteen (15) minute rest period for each four (4) hours of
4 work as according to WAC 296-126-092. Should such shift exceed five (5) hours, the employee shall
5 receive a thirty (30) minute uninterrupted lunch break as near the middle of such shift as is practicable.
6

7 **Section 6.5. Working Through Lunch.**

8 Employees required to work through their regular lunch period will be given time to eat within their
9 work shift as agreed upon between the employee and his supervisor. In the event an employee is
10 required to forego his lunch period and works an entire shift, including the lunch period, he shall be
11 entitled to receive overtime pay or compensatory time within the same workweek, at the election of the
12 employee. In regard to an employee working through their lunch period, compensatory time may be
13 accepted or rejected only at the discretion of the employee.
14

15 **Section 6.6. Out of Classification Rate.**

16 Employees requested by the immediate supervisor to work a shift or partial shift regularly filled by a
17 higher classification employee shall receive compensation equal to that normally received by the
18 employee in the higher classification. In no case will the employee receive less than their regular rate
19 of pay.
20

21 **Section 6.7. School Closure Inclement Weather.**

22 In the event of an unusual school closure due to inclement weather, plant in operation, or the like, the
23 District will make every effort to notify each employee to refrain from coming to work. Employees
24 reporting to work shall receive a minimum of two (2) hours' pay at the employee's hourly rate in the
25 event of such a closure; provided, however, no employee shall be entitled to any such compensation in
26 the event of actual notification by the District of the closure prior to leaving home for work.
27

28 **Section 6.7.1. School Closure Emergency.**

29 In the event of an unusual school closure due to an emergency situation (e.g., Mt. St. Helens or
30 not making up snow closure days), classified employees shall be given the option of making up
31 lost time by performing duties to be assigned by the District, provided that funding is continued
32 for the period of the school closure.
33

34 **Section 6.8. Fulfill Job Assignments.**

35 Only employees employed regularly as classified employees will be used to fulfill job assignments
36 within their respective classifications unless no qualified employee of a needed classification is
37 available.
38

39 **Section 6.9. Call Back.**

40 Call back shall be defined as any and all work noncontiguous with regular daily work shifts or on an
41 employee's day of rest. Employees performing call back services shall be compensated for a minimum
42 of two (2) hours, and for all succeeding hours worked at overtime rates.
43

44 **Section 6.10. Meeting Pay.**

45 Employees will be paid their regular hourly rate for the actual time spent in meetings required by the
46 District. An employee must be in attendance to receive payment, and one-half (1/2) hour will constitute
47 the minimum payment for attending.
48

1 **Section 6.11. Overtime.**

2 Overtime assignments shall be distributed in accordance with seniority as established by Article IX
3 except where particular skills are needed or where time constraints do not permit such assignment. In
4 the assignment of overtime, the District agrees to provide as much advance notice as practicable in the
5 circumstances. Regardless of seniority, overtime involving custodial work shall be offered first to
6 custodians working in that particular building based on seniority, second to the part-time custodians
7 based on their seniority and third to the District wide custodians based on seniority. If the building
8 custodians chose not to perform the overtime assignment, then the assignment will be distributed to
9 sub custodians in the District.

10
11 **Section 6.11.1. Overtime Rate Definition.**

12 Overtime rate is defined as being one and one-half (1½) times the employee's regular hourly
13 rate of pay. Approval from the immediate supervisor must be obtained prior to working
14 overtime.

15
16 **Section 6.11.2. Overtime Compensation.**

17 All employees working more than forty (40) hours per week shall be compensated at overtime
18 rates of pay.

19
20 **Section 6.11.3. Compensatory Time.**

21 An employee working more than forty (40) hours in a work week shall be entitled to
22 compensatory time or overtime pay. Supervisor approval is required for an employee to utilize
23 compensatory time rather than be paid overtime.

24
25 **Section 6.12. Paraeducator Option to Work.**

26 Paraeducators may have the option to work, during teacher/parent conference days, at the request of
27 the building principal or program director.

28
29 **Section 6.13. Paraeducator Specifics.**

30
31 **Section 6.13.1. Playground Supervision Ratio.**

32 The ratio of students and playground Paraeducators shall be sufficient to ensure the adequate
33 supervision and safety of the students.

34
35 **Section 6.13.2. Safe Lifting Procedures.**

36 Building procedures and student IEP process will address issues of safe lifting and toileting of
37 disabled students when/where appropriate. The District OT/PT will help design a safe lifting
38 program appropriate to student need. The intent is to protect the privacy of the student and the
39 liability of the employee and District.

40
41 **Section 6.13.3. Allocation of Paraeducator Time.**

42 The District in order to meet the needs of the students in specialized need areas (bilingual,
43 sensory impaired, multi-handicapped, preschool, behaviorally disabled, medically fragile;
44 feeding, transportation, medical home-bound, and integrated classrooms) and the school, will
45 not decrease any Paraeducator position's time, unless allocation cutbacks occur or specialized
46 students move away, but reserves the right to add up to two (2) hours to a position without
47 opening that position District-wide. Under extenuating circumstances, a principal or supervisor
48 may add more than two (2) hours to a Paraeducator position if more time is needed for

specialized students or situations. However, when more than two (2) hours are added to the original position, the entire position will be posted and re-opened the following year if such position is to be continued.

Section 6.13.4. Library Paraeducators and STEM Paraeducators.

Paraeducators that are assigned the primary duties of the library (schools with no certificated librarians, either part-time or full-time), or the STEM Lab will have five (5) additional days at their contractual hours to accommodate the opening and closing of the library or the STEM Lab in the building to which they are assigned. The days will be allocated as three (3) days prior to the first day of school and two (2) days after the end of the academic year.

Section 6.14. Secretary Work Year.

The minimum work year for Secretaries is two hundred (200) days. An additional fifteen (15) optional workdays (or hours equivalent to fifteen [15] working days) will be provided with prior approval of the employee's supervisor.

Section 6.14.1. Substitute Calling (Secretaries).

One Secretary in each building may receive up to eight (8) hours' compensation if worked per month for telephone calls made outside of the Secretary's regular work shift when finding substitutes for their building.

Section 6.15. Part-Time Custodians.

The District may employ no more than two (2) part-time custodians. Such Custodian(s) will be used as an on-call substitute to fill in during the absence of a regular Custodian or Maintenance employee and/or may be temporarily assigned to work at times during heavy District workload. Part-time Custodians will have limited seniority as it applies between the part-time Custodians, but not as it applies to regular Custodians or Maintenance employees. Part-time Custodians will not receive holidays (Article VII) or accrue sick leave (Article VIII). Part-time Custodians will be covered by Schedule A. Part-time Custodians will be guaranteed twenty (20) hours per month, shall be considered members of the bargaining unit (and members of the Custodian classification), and shall have priority in filling the next available Custodial position opening. A part-time Custodian position shall not be filled by a retire-rehire employee unless there is no other qualified applicant(s) for the position. If the District determines it must fill such part-time Custodial position with a retire-rehire employee, he/she will be notified of employment ending according to Policy 5001 and he/she shall have no continuing contract rights.

Section 6.16. Part-time Food Service.

The District may employ one (1) part-time Food Service employee. Such Food Service employee will be used as an on-call substitute to fill in during the absence of a regular food Service employee and/or may be temporarily assigned to work at times during heavy District workload. The part-time Food Service employee will have no seniority rights as it applies to regular Food Service employees. The part-time Food Service employee will not receive holidays (Article VII) or accrue sick leave (Article VIII). The part-time Food Service employee will be covered by Schedule A. The part-time Food Service employee will be guaranteed twenty (20) hours per month, shall be considered a member of the bargaining unit (and member of the Food Service classification), and shall have priority in filling the next available Food Service position opening. The part-time Food Service position shall not be filled by a retire-rehire employee unless there is no other qualified applicant(s) for the position. If the District determines it must fill such part-time food service position with a retire-rehire employee,

he/she will be notified of employment ending according to Policy 5001 and he/she shall have no continuing contract rights.

Section 6.17. Payroll Errors.

Errors will be corrected on the next paycheck in full. Should the District overpay an employee, the employee, and their Union representative, if requested by the employee, will meet with the Superintendent to discuss a resolution.

Section 6.18. Nurse's Assistant Work Year.

The minimum work year for the Nursing Assistants is one hundred ninety-one (191) days. An additional ten (10) optional workdays will be provided to the Nursing Assistant with the approval of the employee's supervisor.

ARTICLE VII

HOLIDAYS, VACATIONS AND LONGEVITY

Section 7.1. Holidays.

All employees shall receive the following paid holidays that fall within their work year (work year shall mean period of regular employment):

- | | |
|----------------------------------|---------------------------|
| 1. Labor Day | 8. New Year's Day |
| 2. Veterans' Day | 9. Martin Luther King Day |
| 3. Thanksgiving Day | 10. Presidents' Day |
| 4. Day after Thanksgiving | 11. Memorial Day |
| 5. Day before or after Christmas | 12. Juneteenth |
| 6. Christmas Day | 13. Independence Day |
| 7. Day before New Year's Day | |

Section 7.1.1. Holiday Pay.

Employees shall receive pay equal to their normal work shift at their hourly rate of pay in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either his last scheduled shift preceding the holiday or his first scheduled shift succeeding the holiday, and is not on a leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness he was unable to work on either of such shifts, and his absence by reason of such illness is covered by sick leave or personal/family emergency as defined in Section 8.1.1 and Section 8.3.

Section 7.1.2. Worked Holidays.

An employee is not to work on holidays unless specifically requested to do so by his/her supervisor. Employees who are required to work on the above-described holidays shall receive double time for all hours worked on such holidays.

1 **Section 7.1.3. Holidays during Vacation or on a Weekend.**

2 Should a holiday occur while an annual employee is on vacation, the employee shall be allowed
3 to take one extra day of vacation with pay in lieu of the holiday as such. Should a holiday fall
4 on a Saturday or Sunday, Friday or Monday will be observed as a holiday.
5

6 **Section 7.1.4. Unpaid Holidays.**

7 All employees are entitled to two unpaid holidays per calendar year for a reason of faith or
8 conscience or an organized activity conducted under the auspices of a religious denomination,
9 church, or religious organization. The District must allow the employee to take unpaid leave for
10 up to two such holidays unless the employee's absence would impose an undue hardship on the
11 employer, or the employee is necessary to maintain public safety.
12

13 Undue hardship means an action requiring significant difficulty or expense to the employer.
14 The following factors should be considered in determining whether approving unpaid leave
15 results in an undue hardship to the employer:
16

- 17 1. The number, composition, and structure of staff employed by the employing entity or in
18 the requesting employee's program.
- 19
- 20 2. The financial resources of the District/program.
- 21
- 22 3. The number of employees requesting leave for each day.
- 23
- 24 4. Impact on the District's ability to maintain a safe learning environment.
- 25
- 26 5. Type of school-wide, classroom, or program activities already planned for the day the
27 employee is requesting such leave.
- 28
- 29 6. Geographic location of the employee or geographic separation of the particular program
30 to the operations of the District.
- 31
- 32 7. Nature of the employee's work.
- 33
- 34 8. Deprivation of another employee's benefit provided by this Collective Bargaining
35 Agreement.
- 36
- 37 9. Any other impact on the employing entity's operation or requesting employee's
38 program due to the employee's absence.
39

40 In determining whether the employee's absence would result in an undue hardship to the
41 District, the District must make a case-by-case determination based on the specific objective
42 facts, circumstances, and applicable federal requirements/laws.
43

44 Employees shall submit a written "Unpaid Holiday" request to their immediate supervisor a
45 minimum of ten (10) workdays in advance of the requested unpaid holiday with a reason for the
46 time off request.
47

No more than two (2) employees per worksite/building/department may be absent for an unpaid holiday on any given day. The following restrictions shall also apply:

1. Shall not be used the two weeks prior to school starting, the first two weeks of school or the last two weeks of school.
2. Shall not be used as vacation days, or to extend vacations, breaks, or holidays.
3. May not be used in conjunction with personal leave time.
4. To shorten the employee's school year.
5. Requests granted shall be on a "first come, first serve" basis per year.

However, an employee may submit a written request to his/her supervisor for unpaid holiday leave which falls in conjunction with #1, #2 or #4 if the reason of faith or conscience is so scheduled. The decision to grant a request for unpaid holiday time for #1, #2, or #4 will be at the sole discretion of the supervisor after consultation with the Superintendent.

The District will make a case-by-case determination based on the specific facts and circumstances presented at the time of each request. Employees may request an unpaid holiday by following the same procedure as when requesting personal leave. This leave is non-cumulative and cannot be used for any purpose other than those stated above.

Section 7.2. Vacations.

Section 7.2.1. Two Hundred Sixty Day-Employees Vacation.

Two hundred sixty (260)-day employees shall be granted paid vacations as follows: Ten (10) days after one (1) year of completed service; fifteen (15) days after five (5) years of completed service; and twenty (20) days after ten (10) years of completed service.

Section 7.2.2. Two Hundred Sixty Day-Employees Probation Period.

Two hundred sixty (260)-day employees who has completed his probation period by September 1 accrual date but has completed less than one (1) year of service will receive paid vacation prorated to time worked.

Section 7.2.3. Two Hundred Sixty Day-Employees Requesting Vacation.

Vacations for two hundred sixty (260)-day employees shall be scheduled at the request of the employee and with approval of the supervisor. Employees must make their requests to schedule vacation at least five (5) workdays ahead of the commencement of such vacation. Annual employees with the greatest seniority shall be entitled to preference as to dates of vacation. Vacations must be scheduled in a manner so as not to disrupt the normal activities of the District.

Section 7.2.4. Two Hundred Sixty Day-Employee Vacation Accumulation.

Two hundred sixty (260)-day employees shall not be allowed to accumulate more than twenty-five (25) days of vacation credit. Employees can carry over to the next year as many days as they choose as long as the total accumulated vacation days does not exceed twenty-five (25).

Employees are allowed to use down their twenty-five (25) days to the desired level and to build them back up if they choose. However, any vacation days exceeding twenty-five (25) must be used each year by August 31st or the excess will be lost.

Section 7.2.5. Vacation and Layoff Time.

Time on layoff and time on authorized leave of absence will not be counted as continuous service for the purpose of establishing and retaining eligibility dates. Vacation credits, sick leave and seniority do not accrue when employees are on authorized leave of absence or lay-off.

Section 7.3. Longevity.

To be an eligible year for longevity pay, an employee must work three and one-half (3½) hours or more regular time per day, five (5) days per week, (or seventeen and one-half [17½] hours per week at least for nine [9] months per year). Hire date (in terms of longevity pay) shall be used only for the purposes of determining eligibility for longevity the first year of employment by determining whether the employee worked nine (9) months of the year (calculated for employment from hire date through the end of the fiscal year–August 31st). Longevity credit is awarded for eligible years worked on August 31st annually.

Employees who have been continuously employed within the District for twenty (20) or more years shall receive an increase in their hourly rate due to their longevity with the district. These increases shall be as follows:

- Employees who have completed twenty to twenty-four (20-24) years of service to the District shall receive a twenty-five cents (\$0.25) per hour increase at the scheduled hourly rate.
- Employees who have completed twenty-five to twenty-nine (25-29) years of service to the District shall receive a fifty cents (\$0.50) per hour increase to the scheduled hourly rate.
- Employees who have completed thirty (30) or more years of service to the District shall receive a seventy-five cents (\$0.75) per hour increase to the scheduled hourly rate.

Section 7.4. Washington State Longevity Credits.

Guidelines will be followed as per RCW 28A.400.300 (2).

ARTICLE VIII

LEAVES

Section 8.1.

In all cases, an employee must notify his/her supervisor (building or District administrator in absence of the supervisor) prior to any absence from work, including receiving permission to leave work early for a legitimate reason. Employees must notify supervisors before reporting off to include personal emergency leave, bereavement leave, sick leave, vacation leave, maternity leave, judicial leave, personal leave, professional leave, approved leave without pay, or any other circumstance that causes an employee to leave early or be gone from work.

1 **Section 8.1.1. Sick Leave.**

- 2 A. Each employee shall accumulate one (1) day of sick leave for each calendar month
3 worked; provided, however, that no employee shall accumulate less than ten (10) days
4 of sick leave per school year. An employee who works eleven (11) workdays in any
5 calendar month will be given credit for the full calendar month. Such sick leave shall
6 accrue to the employee as of September 1 of each year or upon date of employment at a
7 rate of one (1) day of sick leave each calendar month worked.
8
9 B. Employees employed by the District as less than full-time employees shall be granted
10 sick leave in the same proportion as their part-time employment bears to full-time
11 employment. Employees employed by the District after the beginning of the fiscal year
12 shall be granted sick leave on a pro-rata basis as their employment bears to full-time
13 employment.
14
15 C. Sick Leave is defined to cover:
16
17 1. Serious illness or injury, including dental, of employee which incapacitates or
18 prevents him/her from work and/or which might endanger the health of students.
19
20 2. Contagious or infectious sickness in the immediate family residing under the
21 same roof, which might endanger the health of students.
22
23 3. In the event of other emergencies not covered in the above provisions, which
24 make it impossible for the employee to be at work, sick leave may be granted at
25 the discretion of the Superintendent.
26
27 4. The Superintendent may, at any time, require a doctor's certificate or proof of
28 illness. If such verification results in extra expense to the employee, the cost
29 shall be borne by the District.
30
31 D. An employee who knows in advance that he/she will be absent for medical purposes
32 should notify their immediate supervisor and/or the Superintendent as soon as possible
33 to insure proper planning for a substitute.
34

35 The District shall provide the employees an annual accounting of sick leave accumulation as of
36 September 1 each year.
37

38 **Section 8.2. Sick Leave Cash-Out / Buy-Back.**

39 In January of the year following any year in which a minimum of sixty (60) days of sick leave is
40 accumulated, and each January thereafter, any eligible employee may exercise the option to either:
41

- 42 1. Receive remuneration for unused sick leave accrued in the previous year at a rate of twenty-five
43 percent (25%) of an employee's current, full-time daily rate of compensation for each full day
44 of eligible sick leave. Partial days of eligible sick leave shall be converted on a pro-rated basis.
45
46 2. To add that year's accrued, but not used, sick leave to the employee's accumulated sick leave.
47 Such leave for which the employee has received compensation shall be deducted from the
48 employee's accumulated sick leave balance.

1
2 An employee, upon verification of retirement, may cash out all accumulated sick leave at the above
3 rate. Such leave shall be accrued at the rate of not more than one (1) day per month. For purposes of
4 cash-out, sick leave shall not be accumulated in excess of one hundred, eighty (180) days. The
5 beneficiary of a deceased employee may also exercise those same cash-out rights upon verification by
6 death certificate of the employee in accordance with the provisions of RCW 41.04.340. Eligible
7 employees may annually cash out unused sick leave in accordance with WAC 392-136-015. Upon
8 separation from employment, eligible employees may cash out unused sick leave in accordance with
9 WAC 392-136-020.

10 11 **Section 8.3. Family Emergency Leave.**

- 12 A. Up to five (5) days with pay shall be awarded to an employee by the Superintendent following
13 notification of his/her supervisor for an emergency of a personal or family nature that requires
14 such employee to care for a child of any age “with a health condition that requires treatment or
15 supervision”. This includes biological, adopted, foster child, stepchild, or a legal ward. This
16 also includes under child, a person under or over the age of eighteen who is incapable of self-
17 care for whom the employee stands in “loco parentis” in place of the parent.
- 18
- 19 B. The same provisions for emergency leave of a personal or family nature as explained above is
20 also allowed an employee to care for ill family members to include a spouse, parent, parent-in-
21 law, or grandparent “who has a serious health condition or an emergency condition.” This also
22 includes under parent, someone who stood “in loco parentis” to the employee when the
23 employee was a child.

24

25 The District may require a signed statement from a licensed medical practitioner to verify the
26 need for treatment, care or supervision for any absence that exceeds five (5) consecutive days.
27 For unusual circumstances, the Board may extend personal, or family emergency leave with or
28 without pay.

29

30 It is the choice of the employee as to which leave is used. It is not necessary to exhaust sick
31 leave first. No employee will be discriminated against, discharged, threatened discharge,
32 demoted, suspended, or disciplined for using or trying to use this leave, or in trying to access
33 such leave by participating in a hearing process.

- 34
- 35 C. Leave of an emergency nature, in addition to that specified in Section 2 (a), may be granted by
36 the District in unusual cases where extreme hardship is evident, provided that such additional
37 leave shall be without pay.
- 38
- 39 D. In the event of serious illness or death of a person not in the immediate family of the employee,
40 emergency leave with or without pay may be granted by the Board upon the recommendation
41 of the Superintendent. If an employee can show a close “family-like” relationship, such leaves
42 shall not be unreasonably denied.

43 44 **Section 8.4. Personal Leave.**

45 Personal leave of three (3) days, with pay, shall be granted by the District to enable an employee to
46 transact business which can only be scheduled or arranged for during the regular workday. Such
47 business shall not be used for the purpose of other employment.

Such personal absence will be granted and approved by the Superintendent/designee provided that application is made at least two (2) weeks, when possible, in advance of each absence through the employee's supervisor or building principal.

Employees will be compensated at their scheduled hourly rate in their August paycheck for unused personal leave day(s).

The District will allow one employee per building to use their personal leave day(s) immediately preceding or the first workday(s) immediately following a holiday period (first-come, first-serve). The Food Service, Maintenance, Technology, and Transportation classifications will be considered their own "building." Each employee can use this option once every three (3) years provided an appropriate substitute is available and approved by the employee's building principal or supervisor. Otherwise, employees will be refused this option.

Section 8.5. Shared Sick Leave.

All voluntary leave sharing will be in strict compliance with Ephrata School District policy, Rules, and Procedures 5406.

Section 8.6. Leave for Bereavement.

Each employee shall be entitled to a maximum of five (5) days leave with pay for absence caused by death to any of the following: spouse, children (both foster and natural), parents (both foster and natural), guardians, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, and registered domestic partner. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is non-cumulative. Additional bereavement days without pay may be granted to the employee at the discretion of the Superintendent.

Section 8.7. Industrial Insurance.

When an employee is injured on the job and is unable to perform his/her duties as a result of an on-the-job injury or occupational disease or illness, and is certified off-work by a doctor, the employee may elect to use leave as follows:

- A. Choose unpaid leave thus receiving only his/her entitled temporary total disability (TTD) benefit payment from the District's industrial insurance; or
- B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in addition to their entitled TTD benefits.
- C. Elect to use a proportionate share of accumulated leave to make up the difference between the workers' compensation payments and the employee's regular pay at the time of injury.

Section 8.8. Partial Day Absences.

Section 8.8.1. Partial Day Absences.

Absences up to a half-day may be granted at the discretion of the employee's immediate supervisor for those emergencies which cannot be taken care of outside the school day. The supervisor will arrange to care for staff members' responsibility during such absence.

Section 8.8.2. Partial Day Personal Leave.

It shall be counted as a half (½) day personal leave when an employee is absent up to one-half (½) of their daily work hours and if an employee is absent more than one-half (½) of their daily work hours, this shall count as a full personal leave day.

Section 8.9. Maternity Leave.

Upon written application the District shall grant maternity leave for the purpose of temporary disability after giving birth or other pregnancy related conditions per WAC 162-30-020 and Board Policy 5403. The request for maternity leave shall be in writing and delivered to the District per section 8.1.D. An employee requesting maternity leave may request and utilize accumulated sick leave or may request that maternity leave be a leave of absence without pay during the period of absence as explained in the Family and Medical Leave Act of 1993. The normal allowable maternity leave is six (6) weeks. The written request for maternity leave shall include a statement as to the expected date of return to employment.

Section 8.9.1. Paternity Leave.

Ephrata School District grants up to three (3) days paternity leave for the father to be with their child during the time of birth or adoption of a child under the age of six. Paternity leave shall be charged against sick leave. Paternity leave that extends beyond the three initial days shall be unpaid leave. An employee is entitled to up to twelve weeks unpaid leave under the Family Medical Leave Act. Family Medical Leave can be paid leave when the reason for such leave (for example, medical-related complications) falls under regular sick leave guidelines for which such employee has earned sick leave available. A written request (thirty [30] days in advance) for paternity leave shall include a statement as to the expected date of leave and return to employment.

Section 8.10. Judicial Leave.

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the District, such employee shall receive a normal days' pay for each day of required presence in court. In the event that an employee is a party in a court action, such employee may request the appropriate leave.

Section 8.11. Professional Leave With Pay.

Section 8.11.1. Short Periods of Professional Leave.

Provision for short periods of professional leave is intended to encourage the occasional visiting of other school systems, the active participation by Ephrata employees on professional programs, and such other professional opportunities as will be likely to extend the outlook and improve the service of the employee.

Section 8.11.2. Approval of Professional Leave.

Employees may be absent from duty on professional leave without loss of compensation upon application approved by the Superintendent IN ADVANCE of each absence.

1 **Section 8.12. Leave of Absence.**

2
3 **Section 8.12.1. Leave of Absence.**

4 If a leave of absence is requested due to an industrial accident or industrial illness for which the
5 employee is granted workmen's compensation coverage, it may be granted for a period of up to
6 one (1) year. An employee may be granted a leave of other absence for illness or injury for a
7 period not to exceed one (1) year upon approval of the Superintendent and the Board of
8 Directors. Under no circumstances will a leave of absence be granted to an employee for the
9 purposes of working at or experimenting with another job outside of Ephrata School District.

10
11 **Section 8.12.2. Returning from Leave of Absence.**

12 The returning employee will be assigned to the position occupied before the leave of absence.
13 Employees hired to fill positions of employees on leave of absence will be hired for a specific
14 period of time, during which they shall be subject to all provisions of this Agreement. It shall
15 be the responsibility of the employer to inform replacement employees of these provisions.

16
17 **Section 8.12.3. Retention of Benefits.**

18 The employee shall retain accrued sick leave, vested vacation rights, and seniority rights while
19 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
20 the employee is on leave of absence.

21
22 **Section 8.13. Leave Without Pay.**

23 Leaves without pay may be granted by the Superintendent of Schools and/or his/her designee pending
24 the following conditions:

- 25
26 A. At least three (3) weeks of notification be given prior to actual leave time requested.
27
28 B. An appropriate substitute can be secured for time of absence. Not more than one Bus Driver
29 will be allowed to take time off without pay at the same time. If no certified Bus Driver is
30 available such request may be denied.
31
32 C. Such leave has not been granted the same person for the prior two (2) years.
33
34 D. In emergency circumstances, the Superintendent may waive one or all of the above conditions.
35
36 E. All vacation leave and personal leave must be exhausted before leave without pay can be
37 granted.
38
39 F. Intentional misuse of leave procedures may constitute grounds for disciplinary action.
40

41 **Section 8.14. Family Leave Act.**

42 Employees will be eligible for Family Leave as provided by the Family and Medical Leave Act of
43 1993.

44
45 **Section 8.15. Paid Family Medical Leave.**

46 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave
47 (PFML) under the Washington State Family and Medical Leave and Insurance Act as per RCW
48 50A.04.

1
2 **Section 8.16. Holidays of Faith and Conscience Leave.**

3 The District will follow School Board policy and Washington State statutes WAC 357-31-052 and
4 WAC 82-56-020.

5
6
7 **ARTICLE IX**

8
9 **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

10
11 **Section 9.1. Seniority.**

12 The seniority of an employee within the bargaining unit shall be established as of the date on which the
13 employee began continuous daily employment (hereinafter “hire date”) unless such seniority shall be
14 lost as hereinafter provided.

15
16 **Section 9.2. Probation.**

17 Each new hire shall remain in a probationary status for a period of ninety (90) workdays following the
18 hire date. A workday is a paid workday. Unpaid days due to absence are not counted. During this
19 probationary period, the District may discharge such employee at its discretion. If such employee is not
20 meeting District expectations, but the supervisor wishes to give him/her more time, the probation
21 period may be extended an additional ninety (90) workdays or one hundred eighty (180) days total
22 with written notification to the employee and copy put in their personnel file.

23
24 **Section 9.3. Completion of Probation.**

25 All employees, including those who are on probation, will be subject to the rights and duties contained
26 in this Agreement. Employees who are on probation shall be limited by language that pertains to their
27 probationary period until such period is completed.

28
29 **Section 9.4. Loss of Seniority Rights.**

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

- 31
32 A. Resignation,
33 B. Discharge, or
34 C. Retirement.

35
36 **Section 9.5. Seniority Rights.**

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

- 38
39 A. Time lost by reason of industrial accident, industrial illness, or jury duty.
40 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
41 States.

42
43 **Section 9.5.1. Accumulated Seniority.**

44 Accumulated seniority shall not be lost, although seniority rights shall not continue to accrue
45 until reemployment, for the following reasons:

- 46
47 A. Time spent on other authorized leave of absence, not to exceed one (1) year.

B. Time spent on layoff as a result of a reduction in force, when the employee is rehired under the provisions of this Agreement.

Section 9.5.2. Retaining Seniority Rights.

When employees change from one classification to another within the bargaining unit, they shall retain seniority rights already earned within their former classification even though they have acquired a new hire date in their new classification. Seniority rights shall accrue only when an employee is actively working within a classification.

Section 9.6. Effective Seniority Rights.

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.3.

Section 9.7. Greatest Seniority.

The employee with the greatest seniority shall have preferential rights with regard to shift selection, vacation periods, special services (including overtime), promotion and filling new or open jobs, and lay-off return when ability and performance are substantially equal with employees with less seniority. If the District determines that seniority rights should not govern because an employee with less seniority possesses ability and performance greater than employees with more seniority, the District shall set forth in writing to the employee or employees and the Organization's local President its reason(s) why the employee or employees with greater seniority have been bypassed.

Section 9.8. New Assignment.

When an employee changes to any other position within the same bargaining unit classification, the employee making the transfer or receiving the advancement, as the case might be, shall be granted a period of ten (10) workdays in which to qualify in the new assignment. If an employee fails to qualify or if the employee so elects, that employee shall be reinstated to the position previously occupied without any loss of salary or benefits relative to their former position. Employees who do not qualify shall be informed in writing of the reason(s) why they were deemed not qualified. An employee moving to another position outside of his/her current classification if qualified (provided employee meets the qualifications and requirements of the position job description) (example: Bus Driver moving to Custodian), shall be given a fifteen (15) workday grace period in the new assignment. At the end of the fifteen (15) day grace period, such employee may elect to be reinstated to the position previously held. The determination of employee or applicant qualifications shall be the sole provenance of the District. The fifteen (15) day grace period shall also apply to employees changing shifts within the same classification, (example: working nights to workdays). If the supervisor believes that within fifteen (15) days the employee is not being successful in the new position, or if the employee so elects, he/she shall be reinstated to the position they previously occupied without any loss of salary or benefits relative to their former position.

Section 9.8.1. In-District Openings.

Members of the bargaining unit shall be given first preference for openings outside of their classification over individuals not within the bargaining unit if such employee(s) is qualified as explained in Section 9.8. The determination of employee or applicant qualifications shall be the sole provenance of the District.

1 **Section 9.9. Adding Non-Permanent Time.**

2 Ephrata School District, in order to meet the needs of the District, reserves the right to add up to two
3 (2) nonpermanent hours total to any classified position without opening that position District-wide,
4 excluding bus routes which are regulated under Section 6.11.

5
6 Nonpermanent hours expire at the end of the school year. Whether they are re-instated or awarded at
7 the beginning of the next school year depends on building/program/student needs and budget. If more
8 than two (2) hours are added to the original position, the additional hours will be posted and re-opened
9 the following year if such hours are to be continued.

10
11 **Section 9.10. Posting Positions.**

12 The District shall publicize on the District website for five (5) workdays the availability of open
13 positions as soon as possible after the District is apprised of the opening unless the District does not
14 intend to refill the position or if the District is unsure about refilling the position due to budgetary
15 constraints. This will be communicated to the PSE President within the fifteen (15) day period. A copy
16 of the job posting shall be forwarded to the President of the Association and to the Association
17 representative of the classification concerned. Employees shall indicate their desire to apply for a
18 position by filling out a form provided by the District for this purpose (or a written application)
19 according to posting requirements. If the position is to be filled with an in-District employee, it will be
20 completed within fifteen (15) workdays. If the position is filled with an outside candidate, it will be
21 completed as soon as possible.

22
23 Any person (including current employees) applying for a classified position opening within any
24 classification (including open bus routes) is required to submit a written letter of application to the
25 supervisor or administrator according to the posting requirements.

26
27 **Section 9.11. Temporary / Summer Positions.**

28 Temporary or summer positions will be offered to the bargaining unit members within the
29 classification first, if qualified, on the basis of seniority. The determination of employee or applicant
30 qualifications for any applicant shall be the sole provenance of the District. All temporary or summer
31 jobs will be posted according to Section 9.10 in this Agreement. The District reserves the right to
32 employ student help for training purpose or utilize Agency Community service work crews or
33 community volunteers.

34
35 **Section 9.12. Layoff.**

36 In the event it becomes necessary to lay off employees for any reason, the employees shall be laid off
37 in inverse order of their seniority. Employees so affected are to be placed on a reemployment list
38 maintained by the District according to layoff ranking with those having the greatest seniority in that
39 classification listed first. Such employees shall have priority in filling an opening in the classification
40 held immediately prior to layoff. Names shall remain on the reemployment list for two (2) years.

41
42 **Section 9.12.1. District Notification.**

43 Employees on layoff status shall file their active phone number and addresses in writing with
44 the personnel office of the District and shall thereafter promptly advise the District in writing of
45 any change of address. The employee is responsible for keeping this information current while
46 on layoff status.

1 **Section 9.12.2. Employment Rights Forfeiture.**

2 An employee shall forfeit rights to reemployment as provided in Section 9.5.2 if the employee
3 does not comply with the requirements, or if the employee does not respond to the offer of
4 reemployment within five (5) days. The District will send notification of re-employment to the
5 employee via U.S. Mail, send an email and make a phone call on the first day. Day two (2)
6 through five (5) days the District will continue to call and email the employee through the 5th
7 day. If there is no response, the District will assume that the employee does not seek re-
8 employment.

9
10 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all
11 other accrued benefits; provided that such employee is offered a position substantially equal to
12 that held prior to layoff.

13
14
15 **ARTICLE X**

16
17 **DISCIPLINE, AND DISCHARGE OF EMPLOYEES**

18
19 **Section 10.1. Just Cause.**

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

24
25 **Section 10.1.1. Progressive Discipline.**

26 Employees may be subject to disciplinary action following an investigation, including speaking
27 with the employee. Discipline shall be administered in a fair manner using a progressive
28 discipline process. Progressive discipline may be applied in the following order and includes a
29 verbal warning with written acknowledgment, written warning, letter of discipline, suspension
30 without pay and discharge. The parties understand that in any progressive discipline process,
31 there may be incidents of behavior that constitute grounds to supersede that process.

32
33 **Section 10.2. Intent to Rehire.**

34 Employees will be notified in writing prior to the expiration of the school year of the District's intent
35 to rehire for the following school year.

36
37 **Section 10.2.1. Intent Not to Rehire.**

38 In the event the determination not to renew the contract of an employee described in Section
39 10.2 is made subsequent to the expiration of the school year, the employee shall be notified as
40 soon as practicable.

41
42 **Section 10.2.2. Misconduct.**

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

45
46 **Section 10.3. Notice of Intent to Discharge or Layoff.**

47 Except when circumstances require otherwise, the District will give employees two (2) weeks' written
48 notice of intention to discharge or layoff.

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ARTICLE XI

INSURANCE AND RETIREMENT

Section 11.1. Insurance FTE.

Insurance shall be administered in accordance with School Employees Benefits Board (SEBB) which is designed to approve insurance benefit plans for school employees a Washington State SEBB and Department of Retirement (DRS) regulations per RCW 41.05.740 (6).

Retirement benefits shall be administered in accordance with DRS to ensure classified employees receive the expertise, tools, and services to help members prepare for and experience secure and successful retirement benefits.

Section 11.1.1. Retiree Insurance Carve Out.

The District shall pay one hundred percent (100%) per month per fulltime equivalent employee (FTE) towards the Health Care Authority (HCA) carve out. A pro-rated share of carve out is paid for part-time employees according to the percentage of employee FTE. Continued District funding of the carve-out is tied to continued passage of the Educational Programs and Operation (EP&O) Levy.

Section 11.2. Tax Shelter Annuity Plan.

All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary, providing five (5) or more sign up.

Section 11.3. State Industrial Insurance.

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

Section 11.4. Unemployment Compensation.

The District shall make contributions to an unemployment compensation fund for all employees subject to this Agreement.

Section 11.5. State Retirement Fund.

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

ARTICLE XII

VOCATIONAL TRAINING

Section 12.1. State / District Training Courses.

Employees attending training courses required by state regulation or District Policy as a condition of continued employment will be paid the employee's regular salary, tuition, and transportation costs. If training courses put an employee over forty (40) hours for the week, overtime provisions shall apply.

1 **Section 12.2. Training Courses / Seminars.**

2 Employees attending training courses or seminars requested by the employee and approved by the
3 District will suffer no loss of regular salary, if the course requires them to attend on their regular
4 school employment time, but no salary payment will be made for any time an employee would not
5 have regularly worked; however, expenses incurred for transportation and/or training course fees and
6 tuitions will be paid by the School District.

7
8 **Section 12.3. Transportation Training.**

9 Transportation must be cleared with the School District management so as to pool rides as much as
10 possible. Paid transportation expense allowed will be for the lesser of: (A) Normal and reasonable
11 expenses from the District Administrative Office to the training location and return, or (B) Normal and
12 reasonable expenses from the employee's principal residence to the training location and return.

13
14
15 **ARTICLE XIII**

16
17 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

18
19 **Section 13.1. Association Membership.**

20 Each employee subject to this Agreement, may choose to become a member in good standing by
21 paying monthly dues. The Association will be custodian of records in terms of employee membership.

22
23 **Section 13.1.1. New Employee Orientation.**

24 The District agrees to follow RCW 41.56 and grant the exclusive bargaining representative
25 reasonable access to new employees of the bargaining unit.

26
27 **Section 13.2. Association Membership Requirement.**

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

35
36 **Section 13.3. Non-Membership Rights.**

37 The parties recognize that an employee shall have the option of declining to participate as a member in
38 the Association. However, those employees who are not members, but are part of the bargaining unit,
39 will be required to pay a representation fee to the Association. The representation fee shall be regarded
40 as fair compensation and reimbursement to the Association for fulfilling its legal obligation to
41 represent all members of the bargaining unit. The amount of the fee shall be equivalent to the current
42 agency fee, as determined by the Association not later than December 1 of the instructional year.

43
44 **Section 13.4. Voluntary Political Action Contribution.**

45 The District shall upon receipt of a written, E-SIGN or voice recorded authorization that conforms to
46 legal requirements, deduct from the pay of such bargaining unit employees the amount of contribution
47 the employee voluntarily chooses for deduction for political purposes and shall transmit the same to
48 PSE on the PSE dues remittal check. The employee may revoke the request at any time.

Section 13.5. Deductions and Transmittal of Dues.

The District shall deduct PSE dues, service charges or voluntary political contributions from the pay of any employee after authorization of such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis. Information provided will include name, home address, hire date, and work location. The District will supply a comprehensive electronic list of all bargaining unit employees with the above information to PSE of Washington upon request, provided that such lists are not requested more than four (4) times each calendar year.

Section 13.6. District Held Harmless.

The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association shall indemnify and hold the District harmless for any and all claims, grievances, arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action taken by the District for the purpose of the District's acceptance of written, voice recorded and/or electronic authorization of membership and/or the Association's representation regarding the existence of a valid membership authorization, as well as complying with any of the provisions of this Article of the Agreement.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.1. Definitions.

Section 14.1.1. Grievant.

A "grievant" shall mean an employee within the bargaining unit or a group of such employees subject to the terms of this Agreement filing a grievance.

Section 14.1.2. Grievance.

A "grievance" shall mean a claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

Section 14.1.3. Days.

"Days" shall mean employee employment days unless otherwise stated.

Section 14.2. Grievance Principles and Rights.

Section 14.2.1. Right to File a Grievance.

Every employee covered by this Agreement shall have the right to present grievances as herein above defined in accordance with the procedures herein set forth, with or without representation of the Association representative.

Section 14.2.2. Submission of Grievance.

The submission of a grievance or grievances hereunder shall be limited to those grievances arising out of or involving the interpretation or application of the express terms of this

Agreement or an alleged violation of express terms of this Agreement. The grievance process will not be available in instances covered by other state or local legal remedies.

Section 14.2.3. Grievance Process.

All grievances shall be submitted in writing and shall contain not less than the following information:

- A. The party to whom the grievance is addressed.
- B. The grievant's name, address, and home phone number.
- C. The grievant's position with the District and the department in which the grievant works.
- D. A description of the procedures which have previously been taken by the grievant.
- E. Specific identification of the grievance, including identification of that portion of the Contract involved in the grievance and a clear statement of the facts which give rise to the grievance.
- F. The relief which the grievant is seeking.
- G. The grievance must be signed by the grievant.

Section 14.2.4. Grievance Timelines.

Any grievant, who shall not timely file or pursue a grievance in accordance with these procedures or within the time limit specified, waives the right to pursue such a grievance and will be barred from pursuing or further appeal of such grievance. Time limits may be extended or otherwise altered by written, mutual agreement.

Section 14.2.5. Timely Filing.

If, after timely filing a grievance, appropriate action is not taken by the Supervisor or person required to take action, the grievant may proceed to and appeal the grievance to the next appropriate level.

Section 14.2.6. Discipline Reprisal.

No individual, who participates in a grievance procedure as a grievant or otherwise, shall be subject to disciplinary reprisal because of any such participation.

Section 14.2.7. Grievance Representation.

Any party covered by this grievance procedure has the right to be represented in the grievance process by a representative of the Association. Any party covered by this grievance procedure has the right to pursue his grievance without representation.

Section 14.2.8. Discussion with Administration.

Nothing in this grievance procedure or Agreement shall be construed to prevent any individual from discussing a problem with the administration or having it adjusted without intervention or representation of the Association representative.

1
2 **Section 14.2.9. Investigation of Grievances.**

3 Association representatives may investigate grievances of employees and advise employees of
4 rights and procedures relative to grievances. Association representatives shall have the right to
5 advise the District of the Association's position on any grievance which has been filed, even
6 though the employee has indicated a desire not to pursue a grievance.
7

8 **Section 14.3. Procedures.**
9

10 **Section 14.3.1. First Step.**

11 An attempt shall be made to resolve any grievance by an informal, verbal discussion between
12 the grievant and his immediate superior.
13

14 **Section 14.3.2. Second Step.**

15 If the grievance cannot be resolved informally under the first step, the grievant may file the
16 grievance in writing with his supervisor and shall file a copy with the office of the
17 Superintendent. The written grievance must be filed within twenty (20) days of the occurrence
18 of the event which gave rise to the grievance. The supervisor having authority to render a
19 decision on the grievance and shall communicate it in writing to the grievant and the
20 Superintendent within ten (10) days of the receipt of the grievance.
21

22 **Section 14.3.3. Third Step.**

23 If the decision reached at the second step does not satisfactorily resolve the grievance and the
24 Association believes the grievance to be valid, the grievant may file an appeal from that
25 decision with the Superintendent within ten (10) days. The appeal shall contain the original
26 grievance and the decision at the second step. Within five (5) days after filing the appeal, the
27 grievant, supervisor and Superintendent or his designee shall meet to resolve the grievance. If a
28 satisfactory resolution of the grievance is reached, it shall be reduced to writing and subscribed
29 by the parties involved. If an agreed resolution is not reached, the Superintendent or his
30 designee shall render a decision in writing within ten (10) days of the last meeting of the parties
31 and deliver it to all parties in interest.
32

33 **Section 14.3.4. Fourth Step.**

34 If no satisfactory resolution is reached at the third step, the grievant may appeal the
35 Superintendent's decision to the School Board of Directors within ten (10) workdays of receipt
36 of the Superintendent's decision. The School Board of Directors shall have ten (10) workdays
37 to respond to the grievance. If the grievant does not accept the School Board's decision, the
38 grievance may be submitted (re: Step Five) to an arbitrator who is mutually acceptable to both
39 parties.
40

41 If the parties cannot agree upon the arbitrator, a panel of five (5) arbitrators will be requested
42 from the Public Employment Relations Commission. The parties shall alternately strike
43 arbitrators' names from the list until one (1) arbitrator remains, and the remaining arbitrator
44 shall hear the grievance.
45

46 **Section 14.3.5. Fifth Step.**

47 If the grievance is not resolved at step four, within fifteen (15) workdays following the decision
48 of the school board of directors the grievant may demand arbitration. Arbitration proceedings

shall be at the convenience of the arbitrator. If such hearings are on school time, witnesses who are employees shall not be penalized in any manner for their necessary participation. The expense of such arbitration shall be borne equally by the District and the Association.

Neither party shall be permitted to submit any evidence in the arbitration proceeding which was not submitted to the other party prior to the request for arbitration. The arbitrator's decision shall be confined to the interpretation and application of the specific terms of the contract. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE XV

SALARIES AND EMPLOYEE COMPENSATION

Section 15.1. Pay.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked unless compensatory time is accrued at the employee's option. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

Section 15.2. Salaries.

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

Section 15.2.1. Schedule A Salaries.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVII, Section 17.1. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date. Schedule A and benefits shall be a subject of negotiation on an annual basis unless otherwise specifically waived by PSE and the District by mutual agreement.

Section 15.2.2. Retroactive Pay.

Retroactive pay, where applicable, shall be paid in full on the first regular pay day following execution of this Agreement, if possible, and in any case not later than the second regular pay day.

Section 15.2.3. Incremental Steps.

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

Section 15.3. Calculating Daily Hours.

For the purpose of calculating daily hours, time shall be rounded off to the nearest quarter (1/4) hour provided that all work in excess of the normal shift must have prior approval.

Section 15.4. Personal Vehicle Usage.

Any employee required to use his personal vehicle to travel in the performance of his work shall be reimbursed at the rate established under RCW 43.03.060 for state employees.

Section 15.5. Overnight Reimbursement.

Employees required to remain overnight on District business shall be reimbursed for reasonable expenses for room and board. Employees shall not be required to share a hotel accommodation with an employee of the opposite gender.

Section 15.6. Reimbursement for Continued Employment.

The District shall pay one hundred percent (100%) of costs for a physical examination, health certificate, immunizations, and/or X-rays when such are required as a condition of employment.

Section 15.7. Protective Clothing.

The District agrees to furnish the following:

- A. Coveralls, plus laundering to the Mechanic, Mechanic Helper, Maintenance Staff, and Custodial Staff.
- B. Two (2) hats per year, two (2) shirts and one (1) coat as needed for Security Personnel.
- C. A one hundred (\$100) annual reimbursement for Maintenance staff and Custodial staff to purchase District-approved protective clothing and/or footwear. Any employee who seeks reimbursement must have received prior approval from their supervisor and must submit for reimbursement in either October or April.

Section 15.8. Meal Reimbursement.

Meals will be reimbursed according to U.S. General Services Administration (GSA) per diem rates when an employee is away from the District for four (4) or more hours and incurs an expense for the meal as follows.

- Breakfast – Breakfast will not be reimbursed on the first day of travel or when travel away from the District occurs in a single day. If an employee is traveling away from the District overnight, they will be reimbursed for incurred breakfast expenses for all days following the first day.
- Lunch – If an employee is traveling away from the District during the hours of 12:00 – 1:00 p.m., they will be reimbursed for incurred lunch expenses.
- Dinner – If an employee is traveling away from the District during the hours of 6:00 – 7:00 p.m., they will be reimbursed for incurred dinner expenses.

Employees will not be required to provide a receipt but, when applicable (i.e., a conference, training, etc.), will be required to provide proof that the meal they are seeking reimbursement for was not provided.

Section 15.9. District Training Sessions.

Employees shall be compensated in accordance with this Agreement for all hours necessary for attendance at District required training sessions. Mileage and expenses shall be paid by the District when appropriate.

1 **Section 15.10. Job Descriptions.**

2 The District shall provide employees with up-to-date job descriptions when modifications of existing
3 positions occur. Modifications of existing positions or the creation of new positions may require the
4 opening of this Agreement to negotiate during labor management meetings an appropriate wage.
5 Copies of all up-to-date job descriptions will be forwarded to the Chapter President when
6 modifications of existing positions occur.
7

8 **Section 15.11. Planning / Prep Time / E-mail Time.**

9 Coordination between Paraeducators and their supervising teacher is intended to be done on duty time,
10 not during lunch, rest periods, or before/after their scheduled workday.
11

12 **Section 15.12. Paraeducators Fundamental Course of Study Requirements.**

13 Fundamental Course of Study: Paraeducators who have successfully completed the ETS will be
14 required to complete the Fundamental Course of Study (FCS). The District will provide the required
15 amount of paid training and associated costs on the state standards of practice for all Paraeducators.
16 All training hours will be paid at the employee's regular rate of pay and shall be included in all
17 benefits that are based upon hours of work per year.
18
19

20 **ARTICLE XVI**

21 **TRANSPORTATION**

22
23
24 **Section 16.1. Transportation Definitions.**

25 A. **Contracted Routes:**

- 26
- 27 ▪ **Bus Route** - Assignment of a minimum of four (4) hours per day and may include a Mid-
28 day route.
 - 29
 - 30 ▪ **Special Needs Route** - Assignment of a minimum of four (4) hours per day and may
31 include a Mid-day route.
 - 32
 - 33 ▪ **Pre-School Route** - The structure of preschool may contain alternate (day) schedules for
34 students per day. The length of time and the preschool route may vary from day to day and
35 may include a Mid-day route.
 - 36
 - 37 ▪ **Fill in Duties** - Extra work assignments for Drivers that do not work the full two (2) hours
38 of a contracted route.
 - 39
 - 40 ▪ **Open Mid-Day Routes** – Assignment of a minimum of two (2) hours per day.
- 41

42 B. **Trip Boards:**

- 43
- 44 ▪ **Scheduled Trip Board** - Trips will be posted when there are enough trips for each
45 contracted Driver.
 - 46
 - 47 ▪ **Unscheduled Trip Board** - This board is for unexpected activity trips that come up
48 between the scheduled board assignments.

- **Short Shuttle Trip Board** - This board is for trips estimated to be less than four (4) hours of duration.
- **Special Needs Trip Board** - This board is for trips requiring the use of a special needs bus to transport students.
- **Overnight Trip Board** - This board is for trips that are more than twenty-four (24) hours and require the Driver to remain overnight with the group for the duration of the trip.
- **Trip Roster** - The seniority list will be known as a roster for trip selection purposes.
- **Inactive Driver** – Is a Driver who places a pass on the trip column.
- **New Driver** – Is a person who meets all the qualifications and becomes eligible to drive a school bus.

Section 16.2. Transportation Language.

Recognizing that personnel in the transportation classification present special shift problems, the parties agree that shifts shall be established in that classification in relation to runs and driving times requisite to fulfilling tasks assigned by the Supervisor of Transportation.

Section 16.2.1. Driving Routes.

No Driver shall be assigned to a driving route of less than four (4) hours per day unless they are a part-time Driver (see Section 16.2.12). Drivers will receive twenty (20) minutes pay for each driving run for pre-trip, post-trip, and cleanup. Drivers who work more than two (2) hours per run will record and be paid the extra time to include twenty (20) minutes—ten (10) minutes for pre-trip and ten (10) minutes for post-trip inspections. Drivers who finish their a.m. or p.m. run to include pre- and post-trip inspections in less than two (2) hours will not receive extra pay for their pre-/post-trip and clean-up as per Section 16.2.2.

Section 16.2.2. Fill-In Duties.

Those Drivers whose runs require them to work less than four (4) hours per day (the equivalent of two (2) hours in the morning and two (2) hours in the afternoon) may be assigned other transportation related duties, such as cleaning, washing, fueling of buses/District vehicles, vacuuming, and /or office support duties. Employees are expected to complete this type of work to fill their shift independently without reminders.

Section 16.2.3. Pre-School/Special Need Routes.

The structure of preschool may contain alternate (day) schedules for students. Therefore, the length of time and the preschool routes may vary from day to day. In order to guarantee the preschool Driver(s) a minimum of four (4) hours and to provide continuity to young students by avoiding multiple Drivers, the District has the right to combine a.m., p.m., and mid-day runs to comprise of a preschool route(s). Should the transportation supervisor deem it necessary to combine a.m. and p.m. preschool runs with mid-day runs, and the total daily time exceeds four (4) hours, such preschool/special needs driving position shall be rebid by seniority.

1 **Section 16.2.4. Duty Call-Out.**

2 Drivers shall receive a minimum of two (2) hours' pay for each Duty Call-Out. A Duty Call-
3 Out is defined as work other than the normal work shift and workday, noncontiguous with the
4 normal work shift or workday and the gap of idle time exceeds thirty (30) minutes or more
5 from the normal work shift or workday and pre-trip and post-trip inspection must be completed.
6

7 **Section 16.2.5. Layover Time.**

8 If a Driver has layover time between runs and exceeds thirty (30) minutes or more, the Driver
9 must perform a pre-trip and post-trip inspection.
10

11 **Section 16.2.6. Open Mid-Day Routes.**

12 Open mid-day routes not part of a Driver's regular route shall be posted and the regular Driver
13 with the greatest seniority shall have preferential rights with regard to filling the position, with
14 the exception of preschool mid-day runs which will stay with the preschool route and the
15 route(s) will not be split and the mid-day will not be awarded to a non-preschool route Driver.
16

17 **Section 16.2.7. Open Routes.**

18 If any route is vacated, or new route is created, or time is added to an existing route of sixty
19 (60) minutes or more, the route(s) will be bid by seniority.
20

21 **Section 16.2.8. District Meetings for Drivers.**

22 Drivers shall be paid their regular hourly rate for the actual time spent in meetings required by
23 the District. A Driver must be in attendance to receive payment, and one-half (1/2) hour will
24 constitute the minimum payment for attending.
25

26 **Section 16.2.9. Dual Classification Bus Drivers.**

27 Bus Drivers who do not have a conflicting regular assignment in another classification have the
28 right to give up regular route time to drive extracurricular trips. Employees will not be allowed
29 to sign up for trips which would conflict with any other regular job position(s) they hold in the
30 District, except in an emergency status, with the permission of the immediate supervisor of the
31 classification affected by the trip in advance. If the trip goes into emergency status, the Driver
32 shall have the opportunity to take the trip.
33

34 **Section 16.2.10. Bus Travel for Non-Activities.**

35 If it is necessary to drive a bus out of town for service, mechanical repairs, or any other travel
36 where students or staff are not transported (for example: bus needs specialized mechanic work),
37 such travel in regards to who drives the bus does not fall under the provisions of the Collective
38 Bargaining Agreement for Drivers. To avoid the District paying overtime, the Transportation
39 Supervisor can assign the responsibility for driving the bus to themselves or a mechanic. If it is
40 necessary to ask a Driver, the most senior available Driver will be selected, provided it does not
41 result in overtime.
42

43 **Section 16.2.11. Motor Pool Usage.**

44 All Drivers hired for school bus transportation positions shall be as per state directive and shall
45 not be allowed to drive for less than the prevailing rate of pay. A school employee (a non-bus
46 Driver and Type II license holder) whose Driver Abstract has been reviewed/approved to allow
47 them to transport students in a non-school bus school vehicle can transport up to ten (10)
48 people (9 passengers plus him/herself) in one school motor pool vehicle to an event. If there are

ten (10) students or more going to the same event, then a school bus and Bus Driver must be scheduled unless shuttling of students during the same event is required.

If shuttling of students is required at the same event, then two motor pool vehicles may be used to transport students. One motor pool vehicle will be driven by a qualified and approved school employee and the second motor pool vehicle must be driven by a school Bus Driver with the exception of a Future Farmers of American (F.F.A.) event where more than one advisor can transport students to the same event.

Section 16.2.12. Part-Time/Retire-Rehire Drivers.

The District will employ no more than two (2) part-time Drivers. These Drivers will be used as on call substitutes and have limited eligibility for extra trips pursuant to Section 6.11.1. Part-time Drivers will have limited seniority as between each other, but not as to other regular Drivers. Part-time Drivers will not receive holidays (Article VII) or accrue sick leave (Article VIII). Part-time Drivers will be covered by Schedule A. Should the District wish to employ more than two (2) part-time Drivers, the parties will negotiate that decision. Part-time Drivers will be guaranteed twenty (20) hours per month and be considered members of the bargaining unit. Intent: to give a part-time Driver priority in substituting for an absent Driver, place them in the bargaining unit, as well as give them priority in filling the next Bus Driver position(s) as an inside classification employee. A part-time Driver position shall not be filled by a retire-rehire Bus Driver unless there is no other qualified applicant(s) for the position. If the District determines it must fill such part-time position with a retire-rehire employee, he/she will be notified of employment ending according to Policy 5001 and he/she shall have no continuing contract rights.

Section 16.3. Trips.

Section 16.3.1. Trip Compensation.

All trips other than regular daily scheduled bus runs shall be compensated at the Driver's base hourly rate of pay for total lapsed time; provided, however, that Bus Drivers shall be subject to the provisions relative to overtime hereinafter provided. If there are thirty (30) minutes or less between bus driving assignments, the hourly rate shall continue uninterrupted. This provision does not cross classifications (example: a Bus Driver moving to a Custodial, Paraprofessional, or other classification position), therefore, the employee shall not be paid an uninterrupted rate of pay if transition is thirty (30) minutes or less.

Section 16.3.2. Trip Driver Responsibilities.

1. Drivers must be available always to coaches/teams during the activity trip.
2. The Bus Driver's cell number is to be given to the coach at the beginning of the trip.
3. Meals may be eaten on or off campus with notification to the coach.

Section 16.3.3. Part-Time / Substitute Bus Drivers.

1. If a regular full-time Driver is not available, part-time twenty (20) hour on call Drivers on a seniority basis, then substitute Drivers, then the Dispatcher in the office, if qualified, shall be eligible to take activity trips.

2. Substitute Drivers may be used to cover employees taking activity trips which overlap their daily run schedule.
3. Office staff will arrange for substitute Drivers.

Section 16.3.4. Trip Start Time.

1. All scheduled, unscheduled, and special-needs trip Drivers shall arrive twenty (20) minutes before load time for pre-trip inspections, warm-up, and travel to loading zone.
2. Overnight trip Drivers shall arrive thirty (30) minutes before load time for pre-trip inspections, warm up, and travel to the loading zone on the day they leave the District.
3. Short Shuttle Trips: See Section 16.7.

Section 16.3.5. Trip End Time.

1. The Driver shall record on the Bus Trip Request Form the actual time the bus arrives/stops back at the school for unloading. The activity advisor (coach, teacher, student supervisor) shall also verify by signature on the bus Trip Request Form the actual time the bus arrives/stops back at the school for unloading.
2. The end time is the actual end time recorded and signed by the Driver on the Bus Trip Request Form when duties are completed.
3. Excluding short shuttle and overnight trips, a maximum of one (1) hour time is allowed between the recorded return time and the recorded end time including travel to and from the gas station and refueling, travel back to the bus parking lot, parking the bus and all cleanup activities noted on the trip sheet. If additional time is needed, it must be approved by the Transportation Supervisor. All buses must be refueled upon return from an activity and/or overnight trips. The District prefers all end time activities be completed upon return; however, a Driver who returns after 9:00 p.m. in the evening will be allowed to complete end time activities the next morning prior to the bus going back into service. If a Driver returns from a day trip at the beginning of the Driver's run time the Driver may complete end time activities at the end of their p.m. run.
4. Short Shuttle Trips: See Section 16.7.
5. Overnight Trips: See Section 16.8.1.

Section 16.3.6. Make-Up Trips.

1. The Driver can stay with the rescheduled trip.
2. If the Driver does not stay with the trip, the trip moves to the unscheduled board.
3. The Driver is allowed a choice of a trip from the same titled board. If a make-up trip is owed at the end of the school year and there are no trips available, the Driver shall forfeit the make-up trip.

1 **Section 16.3.7. Cancelled Trips.**

2
3 **Section 16.3.7.1. Driver Cancelled Trip.**

4 If a Driver cancels their trip, the trip will be moved to the unscheduled board for
5 reposting.

6
7 **Section 16.3.7.2. District Cancelled Trip.**

- 8 1. If a trip is cancelled after the Driver has arrived at the bus garage to take the trip,
9 the Driver will receive a two (2) hour call out and be given a choice of a make-
10 up trip from the same titled board of the cancelled trip.
- 11
12 2. If the trip is cancelled while in run; meaning leaving the school or pick-up point
13 at the beginning of the trip, the Driver will be paid for their time of at least two
14 (2) hours and be given a choice of a make-up trip from the same titled board. If
15 the actual time is more than four (4) hours, the Driver will be paid for their time
16 and the Driver is not eligible for another trip.

17
18 **Section 16.4. Emergency Trips.**

19 An emergency trip is a trip with a leave time of within six (6) hours or less of the time it was received.
20 The Transportation Supervisor will start with the most senior Driver and call-in rotation until a Driver
21 verbally accepts the assignment. Since time is an issue, messages will not be left. The person assigned
22 the trip will be the first person that verbally accepts the trip during the phone calling. The
23 Transportation Supervisor may not hold trips for posting to constitute an emergency trip. This does not
24 change rotation.

25
26 **Section 16.5. Trip Boards.**

27 The rotation for trip selection begins at the top of the seniority list the first day of school.

- 28
29 1. All trip boards will have a separate roster list to accommodate the rotation of trips for each
30 board.
- 31
32 a. Scheduled and overnight trip boards will begin at the top of the seniority list after each
33 posting.
- 34
35 b. Unscheduled, short shuttle, and special needs trip boards will not reset back to the top
36 of the seniority list until the next school year.
- 37
38 2. The Driver must be a contracted Driver to qualify for trips.
- 39
40 3. Inactive and new Drivers may become active or return to active status after all current trips
41 have been assigned and before any new trips are posted. A Driver who wishes to return to
42 active duty must remove pass and wait until the next board is posted and then select a trip in
43 rotation.
- 44
45 4. At the beginning of the school year, any activity trips that occur before a full trip board is
46 posted, will be placed on the unscheduled trip board.
- 47

5. In the event a Driver has a conflicting trip on the same day they are in line for a trip, they will be owed a trip from the same title column.
6. No swaps are allowed.
7. Requested trips that exceed available Drivers must be posted regardless of its availability to be filled.
 - a. The Transportation Director or designee will, to the best of his/her ability, fill routes with contracted Drivers, subs, and other employees that have CDL credentials.
 - b. If the Transportation Director or designee is unable to fill all routes and requested trips with contracted Drivers, subs, and other employees, they will allow the District employee to use the District motor pool for trips. If the action results in a previously assigned trip to the Driver, then the Driver is owed a trip from the same title board.
8. Trips must be posted in the a.m. except for overnight trips.

Section 16.6. Scheduled Trip Board.

1. Scheduled board trips must be posted in the a.m.
2. Scheduled board trips will be held for posting until the number of trips equals or exceeds the number of active trip Drivers.
3. Once the scheduled trip board is posted, the Transportation Supervisor or designee will write the date and time they completed posting the trip board. Drivers will have forty-eight (48) hours after posting of the trips. This date will be written on the trip board notifying the Drivers of the date trips will be awarded.
4. Eligible trip Drivers must be present at bidding of trips or must have a trip selection form filled out and put in the locked drop box.
 - a. If a Driver fills a trip selection form for the scheduled board, they will list their choice trips with #1 for their first choice. Trip selection forms must be put in the trip by 2:00 p.m. or 11:00 a.m. on a half-day, on the day the trips are bid.
 - b. At the time trips are bid, a representative from the office staff and an active Union member from Transportation must be present.
5. If a posted trip is within forty-eight (48) hours of the bid, the rescheduled trip will be placed on the unscheduled board.
6. Beginning June 1 annually, all trips except for the short shuttle, special-needs, and overnight boards will be posted on the unscheduled board and selected in continuous rotation regardless of the potential length of the unscheduled board.

1 **Section 16.7. Short Shuttle Board.**

- 2 1. Short field trips and shuttles of less than four (4) hours are paid for actual time to include ten
3 (10) minutes pre-trip and ten (10) minutes post-trip time.
4
5 2. If a short shuttle trip is cancelled, the Driver will be eligible for the next short shuttle.
6

7 **Section 16.8. Overnight Trip Board.**

- 8 1. Each time an overnight trip board is posted the roster begins at the top allowing the most senior
9 Drivers to select an overnight trip of their choice.
10
11 2. When a Driver takes an overnight trip, they shall not be eligible for another overnight trip that
12 school year until all Drivers on the roster have had the opportunity to take a trip.
13
14 3. If a Driver cancels an overnight trip, the Driver's name will be moved back to the seniority list
15 but not eligible until the next overnight trip board is posted.
16
17 4. Because some hours for overnight trips equate to overtime for nearly all Drivers, every Driver
18 is guaranteed to be in the regular rotation for overnight trips.
19
20 5. Drivers who are inactive are still eligible for the overnight trip roster. Drivers who have been
21 inactive are eligible to go back on the active list after all current trips have been assigned and
22 before a new scheduled trip board is posted and the next rotation begins.
23
24 6. Names may be removed from any board to accommodate the overnight board with no make-up
25 trip implied from the board.
26

27 **Section 16.8.1. Overnight Trip Compensation.**

- 28 1. On the first day, the Driver will be paid from the time the trip starts until he/she is
29 through driving for the day or until 10:00 p.m., whichever comes last.
30
31 2. On the succeeding days of the trip his/her pay will start thirty (30) minutes before the
32 start of driving or at 6:00 a.m., whichever comes first and will continue as on the first
33 day or until the trip ends.
34
35 3. The maximum time allowed between the recorded return time (by the advisor) and the
36 recorded end time (by the Driver) is up to one and one-half (1 ½) hours or actual time
37 for all work performed. Extenuating circumstances shall be considered by the
38 Transportation Supervisor and/or Superintendent.
39

40 **Section 16.9. Bus Monitor.**

41 Employees hired to fulfill the Bus Monitor positions shall be included in the Transportation
42 classification. Subsequently, employees hired as Bus Monitors may work in both Paraeducator and Bus
43 Monitor classifications and will have seniority in each classification, but their seniority will not
44 transfer from one classification to the other. Bus Monitors shall receive a minimum of two (2) hours'
45 pay (the equivalent of one (1) hour in the morning and one (1) hour in the afternoon). If a Bus Monitor
46 is assigned to a mid-day run, they shall receive a minimum of one (1) hour pay per run.
47

A Bus Monitor working with “High Needs” special education students shall be paid an additional one dollar (\$1.00) per hour. “High Needs” students include but are not limited to feeding, toileting, personal care, wheelchair transfers, and lifting. They are more likely to work with students with unpredictable and potentially aggressive behaviors. Should all these students be transferred from the Bus Monitor’s run, the additional one dollar (\$1.00) per hour will be removed and cannot be grieved.

Section 16.10. Meal Reimbursement.

Meals will be reimbursed according to U.S. General Services Administration (GSA) per diem rates when an employee is away from the District for four (4) or more hours and incurs an expense for the meal as follows.

- Breakfast – Breakfast will not be reimbursed on the first day of travel or when travel away from the District occurs in a single day. If an employee is traveling away from the District overnight, they will be reimbursed for incurred breakfast expenses for all days following the first day.
- Lunch – If an employee is traveling away from the District during the hours of 12:00 – 1:00 p.m., they will be reimbursed for incurred lunch expenses.
- Dinner – If an employee is traveling away from the District during the hours of 6:00 – 7:00 p.m., they will be reimbursed for incurred dinner expenses.

Employees will not be required to provide a receipt but, when applicable (i.e., a conference, training, etc.), will be required to provide proof that the meal they are seeking reimbursement for was not provided.

ARTICLE XVII

TERMS AND SEPARABILITY OF PROVISIONS

Section 17.1. Term of Agreement.

The terms of the Agreement are from September 1, 2024, to August 31, 2027.

- 2024-2025 – wage increase of 3.7%
- 2025-2026 – IPD or 3.7% (whichever is higher)
- 2026-2027 – IPD

Section 17.2. Provisions of Agreement.

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date. If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 17.3. Openers.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. This Agreement shall be reopened annually to renegotiate Schedule A and fringe benefits and shall be reopened as necessary to consider the impact of any legislation enacted following

1 execution of this Agreement which may arguably affect the terms and conditions herein or create
2 authority to alter personnel practices in public employment.

3
4 **Section 17.4. State or Federal Statutes.**

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

7
8 **Section 17.5. Overload of Mechanic Work.**

9 The District may use a willing Maintenance employee during the school year to help perform overload
10 mechanic work or routine maintenance of School District vehicles. Maintenance employees will not be
11 assigned transportation work for which they are not a willing participant.

12
13
14 **ARTICLE XVIII**

15
16 **PARA-INTERPRETERS**

17
18 **Section 18.1. Interpreters.**

19 Employees who perform Interpreter duties shall be compensated at one dollar (\$1.00 Schedule A rate)
20 above their normal rate of pay when working outside of their daily scheduled contracted workday.

21
22 **Section 18.1.1. Duties Assigned.**

23 All such duties must be specifically directed by an administrator.

24
25 **Section 18.2. Confidentiality.**

26 The District shall provide instruction when necessary for employees utilized in this capacity.
27 Employees shall be expected to maintain strict confidentiality when acting as Interpreters.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

EPHRATA CHAPTER #302

BY: /e-signed by Ken Bohnet/
Ken Bohnet, Chapter President

DATE: September 16, 2024

EPHRATA SCHOOL DISTRICT #165

BY: /e-signed by Ken Murray/
Ken Murray, Superintendent

DATE: September 13, 2024

SCHEDULE A 2024 – 2025

PERCENT INCREASE	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037
	BASE	After 2 yrs	After 5 yrs	After 7 yrs	After 9 yrs	After 11 yrs	After 13 yrs	After 15 yrs	After 17 yrs	After 19 yrs	After 20 yrs	After 21 yrs	After 24 yrs
STEPS	1-2	3-5	6-7	8-9	10-11	12-13	14-15	16-17	18-19	20	21	22-24	25+
<u>SECRETARIAL/ CLERICAL</u>													
Secretary	25.27	25.63	25.99	26.28	26.58	26.86	27.16	27.44	27.72	28.01	28.29	28.59	28.90
Secretary Nurse's Assistant	22.89	23.25	23.62	23.90	24.20	24.47	24.76	25.06	25.33	25.63	25.91	26.23	26.54
ECEAP Secretary	25.27	25.63	25.99	26.28	26.58	26.86	27.16	27.44	27.72	28.01	28.29	28.59	28.90
Office Para Educator	21.28	21.63	21.99	22.27	22.59	22.87	23.16	23.46	23.73	24.02	24.31	24.62	24.92
<u>LUNCH PROGRAM</u>													
Head Cook	25.79	26.15	26.52	26.81	27.08	27.38	27.67	27.95	28.23	28.52	28.84	29.13	29.44
Cook / Baker	24.87	25.23	25.59	25.88	26.15	26.45	26.74	27.02	27.30	27.59	27.92	28.21	28.52
Server	21.28	21.63	21.99	22.27	22.59	22.87	23.16	23.46	23.73	24.02	24.31	24.62	24.92
Lunch-wagon	24.87	25.23	25.59	25.88	26.15	26.46	26.75	27.03	27.31	27.60	27.91	28.20	28.52
Asst. Manager (Added to Cook Rate)	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
<u>PARAEDUCATOR</u>													
Para Educator	21.28	21.63	21.99	22.27	22.59	22.87	23.16	23.46	23.73	24.02	24.31	24.62	24.92
*High Special Needs Para (Added to Para Educator Rate)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
*Para Interpreter - Outside Work Day (Added to Para Educator Rate)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
*Bilingual Para (Added to Para Educator Rate)	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
ECEAP Lead Para w/Min Requirements	25.27	25.63	25.99	26.28	26.58	26.86	27.16	27.44	27.72	28.01	28.29	28.59	28.90
ECEAP Lead Para w/o Min Requirements	23.02	23.33	23.62	23.85	24.10	24.33	24.57	24.79	25.04	25.27	25.51	25.76	25.99
ECEAP Asst. Para w/Minimum Requirements	21.28	21.63	21.99	22.27	22.59	22.87	23.16	23.46	23.73	24.02	24.31	24.62	24.92
ECEAP Asst. Para w/o Minimum Requirements	19.46	19.77	20.07	20.29	20.53	20.77	21.01	21.26	21.50	21.71	21.95	22.19	22.43
ECEAP FSS w/Minimum Requirements	25.27	25.63	25.99	26.28	26.58	26.86	27.16	27.44	27.72	28.01	28.29	28.59	28.90
ECEAP FSS w/o Min Requirements	23.02	23.33	23.62	23.85	24.10	24.33	24.57	24.79	25.04	25.28	25.51	25.76	25.99

SCHEDULE A 2024 – 2025 (continued)

PERCENT INCREASE	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037
	BASE	After 2 yrs	After 5 yrs	After 7 yrs	After 9 yrs	After 11 yrs	After 13 yrs	After 15 yrs	After 17 yrs	After 19 yrs	After 20 yrs	After 21 yrs	After 24 yrs
STEPS	1-2	3-5	6-7	8-9	10-11	12-13	14-15	16-17	18-19	20	21	22-24	25+
<u>THERAPY ASSISTANTS</u>													
Brailist/Sign Language Interpreter w/Certification	31.80	32.17	32.54	32.83	33.12	33.40	33.71	33.99	34.25	34.56	34.85	35.15	35.49
Brailist/ Sign Language Interpreter w/o Certification	27.25	27.63	28.00	28.27	28.56	28.85	29.14	29.42	29.70	30.01	30.29	30.59	30.92
Speech Lang. Pathology Asst w/Certification	31.80	32.17	32.54	32.83	33.12	33.40	33.71	33.99	34.25	34.56	34.85	35.15	35.49
Speech Lang. Pathology Asst w/o Certification	27.25	27.63	28.00	28.27	28.56	28.85	29.14	29.42	29.70	30.01	30.29	30.59	30.92
<u>MAINTENANCE/CUSTODIANS</u>													
Custodial	24.87	25.23	25.59	25.88	26.15	26.45	26.74	27.02	27.30	27.59	27.92	28.21	28.52
*Custodian/Evening (Added to Custodial Rate)	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Grounds	26.36	26.72	27.09	27.36	27.66	27.96	28.23	28.52	28.82	29.11	29.38	29.69	30.01
Grounds/Heating/Plumbing Engineer	30.26	30.61	30.96	31.26	31.57	31.84	32.13	32.43	32.70	32.99	33.28	33.60	33.91
General Maintenance	26.36	26.72	27.09	27.36	27.66	27.96	28.23	28.52	28.82	29.11	29.38	29.69	30.01
Carpenter	30.26	30.61	30.96	31.26	31.57	31.84	32.13	32.43	32.70	32.99	33.28	33.60	33.91
HVAC	30.90	31.27	31.63	31.90	32.18	32.48	32.78	33.06	33.35	33.64	33.93	34.23	34.56
HVAC / R Specialist	39.33	39.70	40.06	40.34	40.63	40.92	41.20	41.49	41.78	42.07	42.35	42.61	42.91
Entry Level Telecom Technician	25.14	25.50	25.86	26.13	26.43	26.72	27.00	27.28	27.57	27.86	28.15	28.49	28.81
Telecommunication Technician I	28.92	29.30	29.66	29.95	30.23	30.52	30.82	31.10	31.38	31.69	31.98	32.29	32.59
Telecommunication Technician II	31.00	31.36	31.72	32.01	32.30	32.58	32.87	33.17	33.44	33.74	34.03	34.34	34.67
Telecommunication Technician III	35.38	35.71	36.06	36.33	36.59	36.92	37.20	37.47	37.76	38.05	38.33	38.65	38.98

SCHEDULE A 2024 – 2025 (continued)

PERCENT INCREASE	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037
	BASE	After 2 yrs	After 5 yrs	After 7 yrs	After 9 yrs	After 11 yrs	After 13 yrs	After 15 yrs	After 17 yrs	After 19 yrs	After 20 yrs	After 21 yrs	After 24 yrs
STEPS	1-2	3-5	6-7	8-9	10-11	12-13	14-15	16-17	18-19	20	21	22-24	25+
<u>TRANSPORTATION</u>													
Mechanic	32.60	33.02	33.42	33.76	34.08	34.39	34.74	35.07	35.36	35.70	36.03	36.38	36.71
Mechanic Helper	25.50	25.85	26.20	26.51	26.80	27.11	27.38	27.67	27.96	28.24	28.52	28.84	29.15
Bus Driver	26.88	27.02	27.17	27.45	27.73	28.03	28.32	28.60	28.89	29.17	29.46	29.76	30.09
*Bus Driver Trainer - Certified (Added to Bus Driver Rate)	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Bus Monitor	22.53	22.89	23.25	23.55	23.84	24.12	24.42	24.71	25.00	25.28	25.57	25.88	26.18
*High Needs Bus Monitor (Added to Bus Monitor Rate)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Dispatcher	22.77	23.15	23.51	23.79	24.07	24.37	24.66	24.95	25.24	25.53	25.82	26.12	26.44
Transportation Specialist I	25.03	25.18	25.32	25.65	25.97	26.28	26.60	26.90	27.22	27.53	27.85	28.15	28.49
Bus Mechanics with an ASE certification shall receive an additional (2%) salary bonus.													
State Certified School Bus Driver Trainers will receive an additional (.75) more per hour.													
<u>SECURITY</u>													
Security Officer	22.95	23.30	23.65	23.94	24.25	24.51	24.83	25.11	25.39	25.68	25.97	26.28	26.60

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, EPHRATA CHAPTER AND THE EPHRATA DISTRICT #165 PURSUANT TO ARTICLE XIII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree with the following:

Mechanic and Mechanic Helper will be added to Section 15.7 (c) Protective Clothing

- C. A one hundred dollar (\$100) annual reimbursement for Maintenance staff, Custodial staff, Mechanic and Mechanic Helper to purchase District-approved protective clothing and/or footwear. Any employee who seeks reimbursement must have received prior approval from their supervisor and must submit for reimbursement in either October or April.

This Memorandum of Understanding shall become effective upon signatures and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

EPHRATA CHAPTER #302

BY: /e-signed by Lacey Gustin/
Lacey Gustin, Chapter President

DATE: Mar. 18, 2025

EPHRATA SCHOOL DISTRICT #165

BY: /e-signed by Ken Murray/
Ken Murray, Superintendent

DATE: Mar. 18, 2025

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, EPHRATA CHAPTER AND THE EPHRATA DISTRICT #165 PURSUANT TO ARTICLE XIII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

Security Officer will be tiered as follows:

Security Officer Level 1: Not approved to carry a firearm.

Security Officer Level 2: Approved to carry a firearm.

STEPS												
1 - 2	3 - 5	6 - 7	8 - 9	10-11	12-13	14-15	16-17	18-19	20	21	22-24	25 +
Security Officer Level 1												
25.50	25.85	26.20	26.51	26.80	27.11	27.38	27.67	27.96	28.24	28.52	28.84	29.15
Security Officer Level 2												
32.60	33.02	33.42	33.76	34.08	34.39	34.74	35.07	35.36	35.70	36.03	36.38	36.71

This Memorandum of Understanding shall become effective upon signatures and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

EPHRATA CHAPTER #302

BY: /e-signed by Lacey Gustin/
Lacey Gustin, Chapter President

DATE: Mar. 18, 2025

EPHRATA SCHOOL DISTRICT #165

BY: /e-signed by Ken Murray/
Ken Murray, Superintendent

DATE: Mar. 18, 2025

SCHEDULE A 2025 – 2026
September 1, 2025, to August 31, 2026

PERCENT INCREASE	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037
	BASE	After 2 yrs	After 5 yrs	After 7 yrs	After 9 yrs	After 11 yrs	After 13 yrs	After 15 yrs	After 17 yrs	After 19 yrs	After 20 yrs	After 21 yrs	After 24 yrs
STEPS	1-2	3-5	6-7	8-9	10-11	12-13	14-15	16-17	18-19	20	21	22-24	25+
<u>SECRETARIAL/ CLERICAL</u>													
Secretary	26.21	26.58	26.95	27.25	27.56	27.85	28.16	28.45	28.74	29.05	29.34	29.65	29.97
Secretary Nurse's Assistant	23.73	24.11	24.50	24.79	25.10	25.38	25.68	25.99	26.27	26.58	26.87	27.20	27.52
ECEAP Secretary	26.21	26.58	26.95	27.25	27.56	27.85	28.16	28.45	28.74	29.05	29.34	29.65	29.97
Office Para Educator	22.07	22.43	22.81	23.10	23.42	23.71	24.01	24.32	24.60	24.91	25.21	25.53	25.84
<u>LUNCH PROGRAM</u>													
Head Cook	26.74	27.12	27.50	27.80	28.08	28.39	28.69	28.98	29.27	29.57	29.91	30.21	30.53
Cook / Baker	25.79	26.16	26.54	26.84	27.12	27.43	27.73	28.02	28.31	28.62	28.95	29.25	29.57
Server	22.07	22.43	22.81	23.10	23.42	23.71	24.01	24.32	24.60	24.91	25.21	25.53	25.84
Lunch-wagon	25.79	26.16	26.54	26.84	27.12	27.43	27.74	28.02	28.31	28.62	28.95	29.25	29.57
Asst. Manager (Added to Cook Rate)	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
<u>PARAEDUCATOR</u>													
Para Educator	22.07	22.43	22.81	23.10	23.42	23.71	24.01	24.32	24.60	24.91	25.21	25.53	25.84
*High Special Needs Para (Added to Para Educator Rate)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
*Para Interpreter - Outside Work Day (Added to Para Educator Rate)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
*Bilingual Para (Added to Para Educator Rate)	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
ECEAP Lead Para w/ Min Requirements	26.21	26.58	26.95	27.25	27.56	27.85	28.16	28.45	28.74	29.05	29.34	29.65	29.97
ECEAP Lead Para w/o Min Requirements	23.87	24.20	24.50	24.73	24.99	25.23	25.48	25.71	25.97	26.21	26.45	26.71	26.95
ECEAP Asst. Para w/ Min Requirements	22.07	22.43	22.81	23.10	23.42	23.71	24.01	24.32	24.60	24.91	25.21	25.53	25.84
ECEAP Asst. Para w/o Min Requirements	20.18	20.50	20.81	21.04	21.29	21.54	21.79	22.05	22.29	22.52	22.77	23.01	23.26
ECEAP FSS w/ Min Requirements	26.21	26.58	26.95	27.25	27.56	27.85	28.16	28.45	28.74	29.05	29.34	29.65	29.97
ECEAP FSS w/o Min Requirements	23.87	24.20	24.50	24.73	24.99	25.23	25.48	25.71	25.97	26.22	26.45	26.71	26.95



SCHEDULE A 2025 – 2026 (continued)
September 1, 2025, to August 31, 2026

PERCENT INCREASE	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037
	BASE	After 2 yrs	After 5 yrs	After 7 yrs	After 9 yrs	After 11 yrs	After 13 yrs	After 15 yrs	After 17 yrs	After 19 yrs	After 20 yrs	After 21 yrs	After 24 yrs
STEPS	1-2	3-5	6-7	8-9	10-11	12-13	14-15	16-17	18-19	20	21	22-24	25+
<u>THERAPY ASSISTANTS</u>													
Brailist / Sign Language Interpreter w/ Certification	32.98	33.36	33.75	34.05	34.35	34.64	34.96	35.25	35.52	35.84	36.14	36.46	36.80
Brailist / Sign Language Interpreter w/o Certification	28.26	28.65	29.03	29.31	29.62	29.92	30.22	30.51	30.80	31.12	31.41	31.72	32.07
Speech Lang. Pathology Asst w/ Certification	32.98	33.36	33.75	34.05	34.35	34.64	34.96	35.25	35.52	35.84	36.14	36.46	36.80
Speech Lang. Pathology Asst w/o Certification	28.26	28.65	29.03	29.31	29.62	29.92	30.22	30.51	30.80	31.12	31.41	31.72	32.07
<u>MAINTENANCE/CUSTODIANS</u>													
Custodial	25.79	26.16	26.54	26.84	27.12	27.43	27.73	28.02	28.31	28.62	28.95	29.25	29.57
*Custodian / Evening (Added to Custodial Rate)	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Grounds	27.34	27.71	28.09	28.37	28.68	28.99	29.27	29.57	29.88	30.19	30.47	30.79	31.12
Grounds / Heating / Plumbing Engineer	31.38	31.74	32.11	32.41	32.73	33.01	33.31	33.63	33.91	34.21	34.51	34.84	35.16
General Maintenance	27.34	27.71	28.09	28.37	28.68	28.99	29.27	29.57	29.88	30.19	30.47	30.79	31.12
Carpenter	31.38	31.74	32.11	32.41	32.73	33.01	33.31	33.63	33.91	34.21	34.51	34.84	35.16
HVAC	32.05	32.42	32.80	33.08	33.37	33.68	33.99	34.28	34.58	34.88	35.19	35.50	35.84
HVAC / R Specialist	40.79	41.17	41.54	41.83	42.13	42.43	42.72	43.03	43.33	43.63	43.92	44.19	44.50
Entry Level Telecom Technician	26.07	26.44	26.82	27.10	27.41	27.71	28.00	28.29	28.59	28.90	29.20	29.54	29.87
Telecommunication Technician I	29.99	30.38	30.76	31.06	31.35	31.65	31.96	32.25	32.54	32.86	33.16	33.49	33.80
Telecommunication Technician II	32.14	32.52	32.90	33.20	33.50	33.79	34.09	34.40	34.68	34.99	35.29	35.61	35.95
Telecommunication Technician III	36.69	37.04	37.39	37.67	37.94	38.28	38.57	38.85	39.15	39.46	39.75	40.08	40.42



SCHEDULE A 2025 – 2026 (continued)
September 1, 2025, to August 31, 2026

PERCENT INCREASE	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037	1.037
	BASE	After 2 yrs	After 5 yrs	After 7 yrs	After 9 yrs	After 11 yrs	After 13 yrs	After 15 yrs	After 17 yrs	After 19 yrs	After 20 yrs	After 21 yrs	After 24 yrs
STEPS	1-2	3-5	6-7	8-9	10-11	12-13	14-15	16-17	18-19	20	21	22-24	25+
TRANSPORTATION													
Mechanic	33.80	34.24	34.66	35.01	35.34	35.66	36.03	36.37	36.67	37.02	37.36	37.72	38.07
Mechanic Helper	26.44	26.81	27.17	27.49	27.79	28.11	28.39	28.69	28.99	29.28	29.57	29.91	30.23
Bus Driver	27.87	28.02	28.17	28.47	28.76	29.07	29.37	29.66	29.96	30.25	30.55	30.86	31.21
*Bus Driver Trainer - Certified (Added to Bus Driver Rate)	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Bus Monitor	23.37	23.73	24.11	24.42	24.72	25.01	25.32	25.63	25.93	26.22	26.52	26.84	27.15
*High Needs Bus Monitor (Added to Bus Monitor Rate)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Dispatcher	23.62	24.00	24.38	24.67	24.96	25.27	25.57	25.87	26.17	26.48	26.78	27.09	27.42
Transportation Specialist I	25.96	26.11	26.26	26.59	26.93	27.25	27.58	27.90	28.23	28.55	28.88	29.20	29.54
Bus Mechanics with an ASE certification shall receive an additional (2%) salary bonus.													
State Certified School Bus Driver Trainers will receive an additional (.75) more per hour.													
SECURITY													
Security Officer Level 1	26.44	26.81	27.17	27.49	27.79	28.11	28.39	28.69	28.99	29.28	29.58	29.91	30.23
Security Officer Level 2	33.81	34.24	34.66	35.01	35.34	35.66	36.03	36.37	36.67	37.02	37.36	37.73	38.07

