

COLLECTIVE BARGAINING AGREEMENT BETWEEN

FINLEY SCHOOL DISTRICT #53

AND

PUBLIC SCHOOL EMPLOYEES OF FINLEY

SEPTEMBER 1, 2022 – AUGUST 31, 2024

CBA extended by LOA - New Term Expires August 31, 2025



Public School Employees of Washington / SEIU Local 1948

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1 **PREAMBLE**

2
3 This Agreement is made and entered into between Finley School District Number 53 (hereinafter
4 “District”) and Public School Employees of Finley, an affiliate of Public School Employees of
5 Washington/SEIU Local 1948 (hereinafter “Association”).
6

7 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
8 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the
9 parties agree as follows:
10
11

12 **ARTICLE I**

13
14 **RECOGNITION AND COVERAGE OF AGREEMENT**

15
16
17 **Section 1.1.**

18 The District hereby recognizes the Association as the exclusive representative of all employees in the
19 bargaining unit described in Section 1.4, and the Association recognizes the responsibility of
20 representing the interests of all such employees.
21

22 **Section 1.2.**

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

27 **Section 1.3.**

28 The District shall maintain a current job description for all positions subject to this Agreement in the
29 District Office.
30

31 **Section 1.4.**

32 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in
33 the following general job classifications: Paraeducators, Clerk Cashiers, Clerks, Computer Technician,
34 Mechanic, Secretaries, Transportation, Custodial/Maintenance, and Food Service. Excluded: District
35 Office Secretary, Administrative Assistant to the Superintendent, Transportation Supervisor, Business
36 Manager, Director of Human Resources and Student Learning, Technology Coordinator and Fiscal
37 Assistant.
38
39
40

41 **ARTICLE II**

42 **RIGHTS OF THE EMPLOYER**

43
44
45 **Section 2.1.**

46 It is agreed that the customary and usual rights, powers, functions, and authority of management are
47 vested in management officials of the District. Included in these rights in accordance with and subject
48 to applicable laws, regulations and the provisions of this Agreement, is the right to direct the work

1 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
2 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
3 release employees from duties because of lack of work or for other legitimate reasons. The District
4 shall retain the right to maintain efficiency of the District operation by determining the methods, the
5 means, and the personnel by which operations undertaken by the employees in the unit are to be
6 conducted.

7 8 **Section 2.2.**

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

13 14 **Section 2.3.**

15 It is agreed that the District may occasionally utilize volunteers, so long as the volunteers, do not
16 displace a bargaining unit position.

17 18 19 20 **ARTICLE III**

21 22 **RIGHTS OF EMPLOYEES**

23 24 **Section 3.1.**

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

33 34 **Section 3.1.1.**

35 The District will strive for a safe working environment. Employees should report in writing any
36 suspected unsafe working environment conditions to their supervisors and to the building
37 principal. The District will respond within ten (10) workdays or sooner regarding the action
38 taken. In the event the employee is assigned to a position where their physical safety is in
39 jeopardy, the district will take any necessary steps to reduce the risk of injury. If the employee
40 completes and submits the attached Unsafe Environment form (ADDENDUM C) to human
41 resources, the employee may request a temporary reassignment until a written plan is in place
42 to reduce the risk of injury. The written plan will be provided to the employees involved.

43 44 **Section 3.2.**

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

1 **Section 3.3.**

2 Neither the District, nor the Association, shall discriminate against any employee subject to this
3 Agreement with respect to race, creed, religion, color, national origin, age, honorably discharged
4 veteran or military status, sex, marital status, sexual orientation including gender expression or
5 identity, veteran or military status, the presence of any sensory, mental or physical disability or the use
6 of a trained dog guide or service animal by a person with a disability and provides equal access to the
7 Boy Scouts and other designated youth groups according to federal and state laws. The District may
8 give preference to a United States Citizen or National over an authorized alien if two (2) candidates are
9 equally qualified.
10

11 **Section 3.3.1.**

12 Employees of the units subject to this Agreement have the right to have any available union
13 representative of their choice present at discussions between themselves and supervisors.
14 Employees shall have the right to representation when disciplinary action is taken or when an
15 employee reasonably believes that there is potential of disciplinary action that may affect the
16 continuation of employment.
17

18 **Section 3.4.**

19 The District shall keep only one (1) personnel file on each employee. The employee reserves the right
20 to see all material placed in his/her personnel file and to review the entire file upon request, provided
21 that the request is made during regular work hours at the District Personnel Office. Any material
22 placed in the employee's personnel file, which is received and judged by the employee to be
23 derogatory to his/her conduct, service, character, or personality may be refuted in writing. Such written
24 response shall become part of the personnel file. At the written request of the employee, letters of
25 reprimand shall be removed and destroyed after three (3) years, along with the written request,
26 provided the maintenance of the letter by the District is not required by RCW/WAC or OSPI.
27 Personnel files shall not be kept electronically.
28

29 **Section 3.4.1.**

30 When an employee receives a written reprimand or warning from a supervisor that is to be
31 placed in his/her personnel file, the employee will be expected to sign the form, such signature
32 only indicating that he/she is aware of its existence. Such notice to the employee shall be
33 considered as adequate notice that a written response to the reprimand may be completed to be
34 attached to the reprimand document which is kept in the personnel file. Upon receipt of an
35 employee's signed response, the District shall include it within the personnel file.
36

37 **Section 3.4.2.**

38 If it is the employee's desire, he/she may fill out an inventory sheet listing all documents in
39 his/her file. Inventory sheet is to be signed by the District. Upon request, a single copy of any
40 documents shall be provided to the employee.
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42
43
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47

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to hours, wages and working conditions; and to enter collective negotiations pursuant to RCW 41.56.

Section 4.2.

The Association shall be notified by the District of any grievances or disciplinary action of any employee subject to the provisions of the Agreement in accordance with the provisions of the discharge and grievance procedure article contained herein. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of that grievance and to make known the Association's views concerning the case, provided that an observer for the Association may attend such hearings only with the permission of the affected employee.

Section 4.3.

The District will contact the Association President through district email with the names of all new hires within five (5) workdays in order for the Association to provide the new hire with the Collective Bargaining Agreement. The Collective Bargaining Agreement between the District and the Association will be available on the District website at finleysd.org.

Section 4.3.1.

As updates occur, the District shall make available to the President of the Association or his/her designated representative, the names of all employees in their respective job classifications. A seniority list will be provided by November 1 of each year. The President of the Association is to receive an electronic copy of Finley School Board minutes.

Section 4.4.

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

Section 4.4.1.

Whenever any representative of the Association or any employees are mutually scheduled by the parties to participate in grievance proceedings, negotiations, conferences, or meetings, they shall be paid by the District their appropriate rate of pay if such meetings are scheduled during their regular shifts.

Section 4.4.2.

The President of the Association and his/her designated representative will be provided time off without loss of pay to a maximum of six (6) days per year to attend PSE regional or PSE state meetings when the purpose of these meetings is in the best interest of the District as determined by the District Administration and the Association. The Association will pay for a substitute if a substitute is hired.

1 **Section 4.5. Bulletin Boards.**

2 The District shall provide a bulletin board space in each school for the use of the Association. The
3 bulletins posted by the Association are the responsibility of the officials of the Association. Each
4 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
5 bulletins may not be posted. There shall be no other distribution or posting by employees or the
6 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District
7 property, other than herein provided.
8

9 **Section 4.6. Labor Management Committee.**

10 The Association will designate a Labor Management Committee of two (2) association members and
11 the PSE Field Representative when available, who will meet with the Superintendent's representatives
12 on a mutually agreeable regular basis to discuss appropriate matters. These meetings will not take the
13 place of negotiations.
14

15 **Section 4.7.**

16 Within thirty (30) calendar days each new hire shall be offered the opportunity during the workday to
17 meet with a representative from the Union for no less than thirty (30) minutes to give and overview of
18 the Association and the rights of the Collective Bargaining Agreement. The District will offer space for
19 the Union to provide this service. Such time will be as non-disruptive as possible to the workday.
20

21 **Section 4.8.**

22 The District will email the Chapter President electronically of all new hires. The District will supply an
23 electronic file listing of all bargaining unit employees with the below listed information to PSE of
24 Washington upon request, provided that such lists are not requested more than four (4) times each
25 calendar year. Information provided will include; name, position, location, home address and hire date.
26

27 **Section 4.9.**

28 The District shall provide the President a current seniority list by November 1st of each year. The
29 Association shall have the opportunity to address any errors.
30
31

32
33 **ARTICLE V**

34
35 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**
36

37 **Section 5.1.**

38 It is agreed and understood that matters appropriate for consultation and negotiation between the
39 District and the Association are hours, wages and working conditions of employees in the bargaining
40 unit subject to this Agreement.
41

42 **Section 5.2.**

43 It is further agreed and understood that the District will consult with the Association, and meet with the
44 Association upon its request, in the formulation of any changes being considered in existing hours,
45 wages and working conditions.
46

1 **Section 5.3.**

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

5
6 **Section 5.4.**

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

9
10 **Section 5.5.**

11 The District agrees to consider informal written suggestions from PSE on the school calendar prior to
12 negotiations with FEA on that subject.

13
14
15
16 **ARTICLE VI**

17
18 **ASSOCIATION REPRESENTATION**

19
20 **Section 6.1.**

21 The Association may meet with the Superintendent and/or the Superintendent's designee at mutually
22 agreeable times to discuss appropriate matters. Adequate time prior to the meeting shall be allowed to
23 provide the opportunity to coordinate the topics for discussion between the Association and the
24 District.

25
26 **Section 6.1.1.**

27 The District will allow sufficient time outside working hours for Association representatives to
28 prepare mutually agreeable agenda for meetings scheduled with the Superintendent and/or the
29 Superintendent's representative in accordance with Section 6.1. The District will provide
30 suitable space to conduct such meetings.

31
32 **Section 6.2.**

33 The Association representatives may receive and investigate to conclusion complaints or grievances of
34 employees as provided in Article XVI. The Association may consult with the District on complaints
35 without a grievance being made by an individual employee.

36
37 **Section 6.2.1.**

38 Association representatives, when leaving their work, shall first obtain permission from their
39 immediate supervisor. The supervisor's permission in these instances will normally be granted.
40 The employees will report their return to work to their supervisors.

41
42 **Section 6.2.2.**

43 Association representatives will be allowed time during working hours for attendance at
44 meetings with the District.

ARTICLE VII

HOUR OF WORK AND OVERTIME

Section 7.1.

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest. A normal work shift is defined as working eight (8) hours per day.

Section 7.2.

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) weeks. An exception to this would be in the case of an emergency.

Section 7.3.

Each employee shall be assigned to a definite shift with designated times of beginning and ending. The first shift is defined as any work shift between 2:30 am and 2:30 pm. The second shift is defined as any work shift between 2:30 pm and 2:30 am. Employees working the second shift will be paid a shift differential.

Section 7.3.1.

The first shift shall consist of eight and one-half (8 ½) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a ten (10) minute first half and a ten (10) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Section 7.3.2.

The second shift shall consist of eight (8) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a ten (10) minute first half and a ten (10) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Section 7.3.3.

If an employee chooses to bid for and is awarded two (2) work assignments that come within one-half (½) hour of each other, the employee shall not be paid for the time between assignments, except as provided for in Section 7.7. If the District assigns an employee two (2) work assignments that come within one-half (½) hour of each other, the employee shall be paid for the time between assignments.

Section 7.4.

In the event an employee is assigned to a shift less than the normal work shift as defined in Section 7.1, the employee shall have a paid rest break of ten (10) minutes for each three (3) hours worked. The rest period must be provided no later than the end of the second hour of the shift.

1 **Section 7.5.**

2 If an employee works more than five (5) hours in a shift, they are also allowed a thirty (30) minute
3 unpaid meal period. Employees required to work through their regular (normal work shift) lunch
4 periods will be given time to eat at a time agreed upon by the employee and supervisors. In the event
5 the District requires an employee to forego a lunch period and the employee works the entire shift,
6 including the lunch period, the employee shall be compensated for the foregone lunch period or a
7 portion thereof.

8
9 **Section 7.6.**

10 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
11 District will make every effort to notify each employee to refrain from coming to work. Actual
12 notification may take the form of any of the following: telephone call, print media, radio and/or
13 television media. Employees reporting to work at their scheduled time or as directed by their
14 supervisor, shall receive a minimum of one (1) hour's pay at base rate in the event of such a closure;
15 provided, however, no employee shall be entitled to any such compensation in the event of actual
16 notification by the District of the closure prior to leaving home for work. On "late start" days or "early
17 dismissal" days, classified personnel may perform duties approved by the building administration and
18 be paid for the hours they work. If school is closed and the day(s) are not made up, the employee may
19 use emergency leave to be deducted from sick leave.

20
21 **Section 7.6.1.**

22 Employees working swing shift shall be allowed to attend a maximum of one (1) PSE meeting
23 monthly, provided that they shall be absent from their building no more than ninety (90)
24 minutes and provided that they shall work their full regularly assigned time.

25
26 **Transportation Provisions**

27
28 **Section 7.7.**

29 Recognizing that personnel in the Transportation Classification present special shift problems, the
30 parties agree that shifts shall be established in that classification in relation to routes and driving times
31 requisite to fulfilling tasks assigned by the Transportation Supervisor. Bus drivers shall be subject to
32 the provisions relative to overtime hereinafter provided. If there is one half (½) hour or less between
33 regular runs, the base hourly rate shall continue uninterrupted with the understanding that the one-half
34 (½) hour must be spent working on tasks related to the transportation department as assigned by the
35 Transportation Supervisor.

36
37 **Section 7.7.1. Extra Trips.**

38 Any bus transportation trips other than regular daily scheduled runs shall be defined as extra
39 trips. A regular daily schedule run is defined as bus routes that have been bid upon and
40 awarded. Drivers will be allowed to take extra trips if a substitute is available. The mileage for
41 extra trips is seventy (70) miles. There will be no middle school athletic charter trips except for
42 Royal City.

43
44 **Section 7.7.1.1.**

45 Extra Trips shall be awarded by seniority to regular drivers. The District shall publicize
46 extra trips within the Transportation Classification for five (5) workdays, at which time
47 the extra trip will be awarded. In the event that the senior driver is unable to take the
48 extra trip, the next senior driver will be awarded the extra trip. The District may assign

extra trips so as to avoid overtime. The District will give such notice of cancellation or reassignment of extra trips as is practical in the circumstances. Once an extra trip has been awarded and/or assigned by the Transportation Supervisor/Designee, the driver cannot decline the extra trip unless an illness or emergency occurs. The District may contract trips over seventy (70) miles one way. The Superintendent has final approval on trips.

Section 7.7.1.2.

Bus drivers, whose time permits, will be allowed to sub on any regular daily scheduled run according to seniority and eligibility.

Section 7.7.1.3.

On overnight and weekend trips, the driver will be compensated at the base rate for all driving time. Driver held at the bus between driving sessions will be compensated at the standby rate. On overnight trips, the driver will be designated off-duty following completion of driving for the day and will remain off-duty until driving begins the following day. During off-duty time, drivers will not be compensated.

Section 7.7.1.4.

The driver may not drive for more than ten (10) hours of driving time or for not more than fifteen (15) hours of on-duty time during any twenty-four (24) hour period. Emergencies or unforeseen events such as vehicle breakdowns, accidents or adverse weather conditions may extend allowed driving time for no more than three (3) extra hours.

Section 7.7.1.5. Definitions.

Driving Time: All time spent at the driving controls of a motor vehicle in operation.

On Duty Time: From the time a person begins to work or is required to be in readiness to work until he/she is relieved from work and all related responsibilities. On duty time includes all work for the school district and other employers (if compensated for "said" duties).

Section 7.7.2.

In the event that the District considers subcontracting of services performed by the Transportation, Custodial or Food Services classifications, other than that specifically provided in Section 7.7.1 relating to charters, the District and the Association will meet to negotiate any such provision.

Section 7.7.3. Drug and Alcohol Testing.

The parties agree to follow State and Federal Drug and Alcohol Testing Mandates.

Section 7.8. Overtime.

Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter provided. In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances.

1 **Section 7.8.1.**

2 All employees shall be paid time and one and one-half (1 ½) of their regular hourly rate for all
3 time worked over forty (40) hours. All overtime must be approved by the employee's
4 immediate supervisor.

5
6 If an employee is called back to duty after regular work hours by a Supervisor, the district will
7 pay said employee for two (2) hours or time worked, whichever is greater, at the employee's
8 appropriate rate of pay.

9
10 If an employee is called back to work during a holiday or Saturday, the employee will be
11 compensated as per Section 8.1.2.

12
13 **Section 7.8.2.**

14 Classified employees shall be given the opportunity to bid for jobs connected with extra
15 activities.

16
17 **Section 7.9.**

18 Paraeducators, Secretaries, Transportation and Food Service employees who attend in-service training
19 which is required or approved by the District at times other than early release/late start days will be
20 paid for attending this in-service in lieu of working at their assignments or early release/late start days.
21 Paraeducators, Secretaries, Transportation and Food Service will be scheduled to work on early release
22 Wednesdays and conference days. If they choose not to work on early release Wednesdays and/or
23 conference days, the following options are available:

- 24
25 A. Delete the time as a deduction of pay
26 B. Use personal leave
27 C. Use sick for illness or medical appointments

28
29 **Section 7.10.**

30 Drivers will be paid two (2) hours driving time at the employee's regular rate in the event that a trip is
31 cancelled, and the driver has not been notified in advance. Work may be assigned by the Supervisor
32 during the two (2) hour period.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

All employees shall receive the following paid holidays that fall within their work year:

- | | |
|--|-----------------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Day before or after New Year | 9. Veterans' Day |
| 3. Martin Luther King Day | 10. Thanksgiving Day |
| 4. President's Day | 11. Day after Thanksgiving Day |
| 5. Memorial Day | 12. Christmas Day |
| 6. Juneteenth (June 19 th) | 13. Day before or after Christmas |
| 7. Independence Day | |

Section 8.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees on the active payroll on the holiday, and not on a leave of absence, shall be eligible for pay for such unworked holiday. The District retains the right to request employees to furnish proof of illness for absences on the day before or the day after the holiday. Approved short-term leave without pay ('deduct day') shall not be considered leave of absence.

Section 8.1.2.

Per RCW 1.16.050. Employees are entitled to two (2) unpaid holidays per calendar year for reasons of faith or conscience or for organized activities of a religious denomination, church, or religious organization as per State Law. The District shall allow an employee to take an unpaid holiday unless the employee's absence would impose an undue hardship on the employer, or the employee is necessary to maintain public safety. The Office of Financial Management must establish a definition for undue hardship.

Section 8.1.3. Holidays During Vacation.

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

Employees called to work by a supervisor and/or authorized agency, during a holiday or a vacation day will be paid at one and one-half (1 ½) times their regular rate of pay for the time worked. (Supervisor's signature on time sheet authorizes extra pay).

Section 8.1.4.

In those years containing more than two hundred sixty (260) workdays, full-time employees shall be granted one (1) additional day off from work for each day in excess of two hundred sixty (260) workdays. Such additional days off are to be observed in conjunction with Christmas Day.

Section 8.2. Vacations.

During the first five (5) years of employment, 12-month employees (working eight [8] hours per day) shall earn 6.667 vacation hours per month for each month worked to a maximum of ten (10) days.

Thereafter, vacation shall be earned per the following schedule:

<u>Years of Service</u>	<u>Days Vacation</u>	<u>Hours Per Year</u>
1 (6.667 hours/month)	10	80
2 (6.667 hours/month)	10	80
3 (6.667 hours/month)	10	80
4 (6.667 hours/month)	10	80
5 (6.667 hours/month)	10	80
6 (10.000 hours/month)	15	120
7 (10.000 hours/month)	15	120
8 (10.000 hours/month)	15	120
9 (10.000 hours/month)	15	120
10 (10.000 hours/month)	15	120
11 (13.333 hours/month)	20	160
12 (13.333 hours/month)	20	160
13 (13.333 hours/month)	20	160
14 (13.333 hours/month)	20	160
15 (13.333 hours/month)	20	160

Twelve (12) month employees who work four (4) hours a day in the summer will be allowed forty (40) hours of vacation.

Twenty (20) workdays is the maximum of vacation anyone will receive. Any accumulated vacation beyond thirty (30) days will be lost. An employee may take vacation time during the contract year with prior notice when approval is granted by the District.

The District will take into consideration requests by employees for more than two (2) weeks' vacation during the summer months on an individual basis.

Upon completion of the service year referred to in the chart above, additional vacation days shall be front loaded. Hours of vacation on the paycheck may include vacation time not yet accrued. If an employee uses the granted but un-accrued time and terminates before actually accruing the hours, deduction of these hours on a prorated basis would be applied to the final check.

Section 8.2.1.

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

Section 8.2.2.

Except as provided in the following section, any vacation credit currently due but unused by the new accrual date each year may be carried over for one (1) year following the accrual date with the approval of the immediate supervisor and administration. No vacation may be carried over for more than one (1) year beyond the date on which it became due; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs.

Section 8.2.3.

Vacations will be bid upon according to seniority. Dates will be made available from the District for employee sign-up by May 1 of each year.

ARTICLE IX

LEAVES

Section 9.1. Family Medical Leave.

The District shall comply with the provisions of the Family Medical Leave Act (FMLA) of 1993 as applicable to a public school district and shall also comply with the provisions of the Washington State Family Care and Family Leave Rules (January 1, 2003) as summarized in Addendum "C" and Addendum "D". The leaves set forth below are intended to complement, but neither extend nor duplicate any leave granted by FMLA.

Section 9.2. Washington Paid Family and Medical Leave (PFML).

Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by law. Employees shall contact Human Resources for more information.

Section 9.2.1.

All paid leave shall count towards hours worked for Paid Family Medical Leave (PFML) purposes.

Section 9.3. Leave for Illness, Injury, and Emergency.

Each employee shall accumulate one (1) day of leave for illness, injury, and emergency for each calendar month worked. The employee will make a good faith effort to schedule doctors' appointments, dental appointments, and all elective procedures and/or appointments outside of the workday. The Superintendent may require a doctor's certificate for any illness over five (5) days. Any classified employee who does not present a doctor's certificate when requested to do so, may be deducted salary for each day missed. Any medical leave requests over five (5) days require a written letter to the Superintendent, medical certification from the health care provider, supporting the need for the medical leave and estimated duration of the leave. The District requires a health care provider to certify the employee is fit for duty.

Section 9.3.1.

No employee, however, shall accumulate less than ten (10) days leave for a full school year. Employees working less than nine (9) months shall receive one (1) day per month. An employee who works eleven (11) workdays in any calendar month will be given credit for the full calendar month for accumulation purposes. Leave under this section shall be vested when earned and may be accumulated up to the maximum allowable according to State Law. The District shall project the number of annual days of leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. Leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of leave, leave benefits will be paid in accordance with the employee's normal daily work shift at the time the leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

Section 9.3.1.1.

An emergency is defined as a sudden, unexpected situation which is beyond the employee's control or foresight which causes and/or requires the employee to be absent

from work. Situations which may adversely affect the employee's own health and/or safety shall automatically constitute an emergency.

Section 9.4.

In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

Section 9.5.

Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given credit for such accrued sick leave upon employment by the District if there is no interruption of service.

Section 9.6. Sick Leave Attendance Incentive Program.

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.

Section 9.7.

At the time of separation from school district employment due to retirement, death, or after fifteen (15) years in accordance with RCW 28A.400.210(2)(c), an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued leave for illness or injury, not to exceed a maximum of one hundred eighty (180) days accumulation.

Section 9.8. Bereavement Leave.

In the event of a death of a child, spouse, legal domestic partner, parent, parent-in-law, siblings, grandchild or grandparent, employee may be allowed up to five (5) days of absence on full pay per eligible family member. For other relatives, up to two (2) days may be used on full pay with any additional days to be deducted from sick leave up to a total of five (5) days. One (1) day leave for attendance at a funeral of a friend or colleague will be deducted from sick leave per incident.

Section 9.9. Maternity Leave/Parental Leaves.

An employee requesting maternity and/or parental leave shall notify the District in advance of their intention to take leave and the estimated date when the employee will return to work.

A. Maternity Leave

- i. An employee is entitled to use accrued sick, personal, vacation and unpaid leave for delivery and recovery after childbirth. The normal period for delivery and recovery after childbirth is assumed to be thirty (30) workdays. Use of more than thirty (30) workdays of accrued leave for delivery and recovery after childbirth or a pregnancy-related disability must be verified by a physician's note.

- ii. Personal leave and/or a vacation may be accessed beyond the thirty (30) days without a physician's note.
- iii. Any extension of maternity leave beyond the period needed for childbirth and recovery shall be granted under Parental Leave.

B. Parental Leave

- i. An employee shall be allowed to use up to thirty (30) days of accumulated sick leave per year for introducing a new child into their family.
- ii. This applies to regular childbirth as well as adoption.
- iii. If the employee does not have enough sick leave, the employee may go on an unpaid parental leave. Unpaid parental leave may be extended to sixty (60) days if qualified under FLA/FMLA. The employee may continue District sponsored insurance programs while on unpaid leave by paying the premiums directly to the District.

C. Maternity leave and/or Parental Leave using Washington Paid Family Medical Leave

- i. Eligible employees may access Washington Paid Family and Medical Leave for up to twelve (12) weeks to welcome a new child via childbirth, adoption, or foster placement and may be eligible to receive up to eighteen (18) weeks if the employee experiences a serious health condition with a pregnancy that results in incapacity per the new Washington Paid Family and Medical Leave.

Section 9.10. Judicial Leave.

In the event an employee is required to serve as a juror or appear as a witness in court, as a representative of the District, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court; provided, however, that any compensation received for such services shall be paid to the District. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event that an employee is a party in a court action, such employee shall be granted a leave of absence without pay upon request. Extenuating circumstances may be requested in writing to the Superintendent.

Section 9.11. Personal Leave.

Personal leave shall be prorated by quarters. Employees hired at start of school or during the first quarter shall receive three (3) days personal leave with full pay per year not deducted from other leave. Employees hired in the second quarter shall receive two and one-half (2-1/2) days pay, third quarter two (2) days and fourth quarter, one and one-half (1-1/2) days. Unused days may be carried over to the next year up to a maximum of five (5) days.

Section 9.11.1.

Employees will have three (3) personal leave days each year. These days will be granted on a first-come, first-served basis provided substitutes are available. Personal leave must be requested and approved at least five (5) workdays in advance. No personal leave will be granted nor taken on the first or last day of school. Extenuating circumstances must be appealed in writing to the Superintendent.

1 **Section 9.11.2. Personal Leave Cash-out.**

2 Annually, three (3) personal leave days may be cashed out at the current average hourly rate at
3 the following times:

- 4
5 A. For nine (9) month employees on June 30 of each year.
6 B. For twelve (12) month employees on August 31 of each year.
7

8 **Section 9.12. Leave of Absence.**

9 A leave of absence, not to exceed one (1) year, may be granted upon request of the employee. All
10 requests for leaves of absence must be in writing to the Superintendent indicating the purpose and
11 duration of the leave.
12

13 **Section 9.12.1.**

14 Upon proper notification to the District of ability to return to work, the employee will be
15 returned to the same or similar position without loss of accrued seniority, salary rate, vacation
16 time, and sick leave rights. However, these rights will not accrue during the period of time on
17 leave of absence under this section.
18

19 **Section 9.12.2.**

20 An additional one (1) year of leave may be granted if the leave is due to extended illness.
21

22 **Section 9.12.3.**

23 When an employee is expected to be absent six (6) weeks or more, the assignment will be
24 posted and awarded within forty-eight (48) hours of the beginning of the leave of absence.
25 Regular employees applying for the assignment will receive the job for the duration of the
26 leave of absence. An assignment vacated as a result of this posting will be filled with a
27 substitute.
28

29 **Section 9.12.4.**

30 Upon return of the regular employee from the leave of absence, all regular employees go back
31 to their original positions.
32

33 **Section 9.13. Leave Sharing.**

34 All classified employees who accrue annual sick leave, will be included, in accordance with RCW
35 28A.400.380 and RCW 41.04.650 through .655.
36

37 **Section 9.14.**

38 Employees must have pre-approval from their Supervisor with final approval from the Superintendent
39 in order to take leave without pay. Employees may be subject to progressive discipline if an
40 employee's leave bank reaches a deduct balance.
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ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1.

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. If more than one (1) employee has the same seniority date, the District will determine seniority status, by job application date to the District, shall a tie in application date exist than, by random draw with the Association President present. Henceforth, this will become the employee's seniority date for the remainder of their employment with the District.

Section 10.2.

Each new hire shall remain in a probationary status for twelve (12) calendar months from their hire date. During this probationary period, the District may discharge such employee at its discretion.

Section 10.2.1.

A written evaluation form will be used on each new hire within ninety (90) days and at the end of the probationary period.

Section 10.2.2.

The term "each new hire" does not apply to District employees who move from one (1) classification to another, even though they get a new seniority date in their new classification.

Section 10.3.

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

Section 10.4.

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

- A. Resignation.
- B. Discharge for justifiable cause.
- C. Retirement (Anyone who is drawing money from the Washington State Retirement System).
- D. Change in job classification within the bargaining unit, as hereinafter provided.

Section 10.5.

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

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

Section 10.6.

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article 1, Section 1.4.

1 **Section 10.7.**

2 The employee with the earliest seniority date within the classification shall have absolute preferential
3 rights regarding shift selection, vacation periods, and special services (including overtime). The
4 employee with the earliest seniority date within the classification shall have preferential rights
5 regarding promotions, assignment to new or open jobs or positions, and layoffs when ability and
6 performance are substantially equal with junior employees.
7

8 **Section 10.7.1.**

9 If the District determines that seniority rights should not govern because a junior employee or
10 other applicant possesses ability and performance substantially greater than a senior employee
11 or senior employees, the District shall set forth in writing to the Association President its
12 reasons why the senior employee or employees have been bypassed.
13

14 **Section 10.8.**

15 Employees who change job classifications within the bargaining unit shall retain their seniority dates in
16 the previous classification for a period of one (1) year, notwithstanding that they have acquired a new
17 seniority date and in a new classification.
18

19 **Section 10.8.1.**

20 During the one (1) year period that an employee moving to a new classification retains
21 seniority in their former classification, the employee shall have the right to return to their
22 former classification provided there is an opening.
23

24 **Section 10.8.2.**

25 During the first thirty (30) workdays in a new classification, an employee will be on a trial
26 period. During this time, the employee may elect to return to his or her previous position or the
27 District may elect to return the employee based on work performance concerns. Such concerns
28 should be documented and addressed with the employee as soon as possible in order for the
29 employee to correct the concerns.
30

31 **Section 10.8.3.**

32 Pay in the new classification will be Step One (1) of that classification. Incremental steps will
33 apply as per the current labor agreement.
34

35 **Section 10.9.**

36 The District shall publicize within the bargaining unit for five (5) workdays the availability of open
37 positions as soon as possible after the District is apprised of the opening. All in-District applicants who
38 meet posting qualifications shall be entitled to an interview. Copies of all job postings will be sent to
39 the President of the Association, Building Secretaries and to the Transportation Department for posting
40 on the Association bulletin board in each building. Any position that increases thirty (30) minutes or
41 more from the original posting will be reposted.
42

43 **Section 10.9.1. Recognition and Coverage of Agreement.**

44 A temporary position is one (1) created by the District for a minimum period of thirty (30)
45 workdays at which time it will be posted. After ninety (90) workdays, it will be posted as
46 permanent position.
47

1 **Section 10.9.1.2.**

2 Short term layoff will not be used to reestablish a temporary position. This section shall
3 be waived for the purpose of filling a vacancy created during the thirty (30) workday
4 trial period when a District employee changes from one (1) classification to another (as
5 per Section 10.8.2).
6

7 **Section 10.9.1.3. Substitute Employee.**

8 One (1) who fills in for a regular employee. Such substitute employee shall be paid at
9 the rate set by the District. They shall not receive benefits and shall not be covered by
10 any other terms or conditions of this agreement. The District shall provide a copy of the
11 sub rate to the Association President no later than September 1 of each year. Shall
12 changes occur after this date, the District will provide the new sub rate to the
13 Association President.
14

15 **Section 10.9.1.4. Temporary Employee.**

16 One (1) who fills a temporary position. Temporary employees, new to the District, do
17 not accrue seniority and shall not be covered by any other terms or conditions of this
18 agreement.
19

20 **Section 10.9.2.**

21 If the District requires or requests a permanent employee to be placed in a temporary position,
22 the permanent employee will be returned to his/her regular position at the end of the temporary
23 assignment. In all other instances where the permanent employee applies for and is granted a
24 temporary position, he/she will not have the right to the original position once the temporary
25 position has expired.
26

27 **Section 10.10.**

28 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
29 District according to seniority within the classifications affected by such layoff. Such employees are to
30 have priority over outside applicants of equal qualifications and training in filling an opening in the
31 classification held immediately prior to layoff. Names shall remain on the reemployment list for one
32 (1) year.
33

34 **Section 10.11.**

35 Employees on layoff status shall file their addresses in writing with the personnel office of the District
36 and shall thereafter promptly advise the District in writing of any change of address.
37

38 **Section 10.12.**

39 An employee shall forfeit rights to reemployment as provided in Section 10.10. if the employee does
40 not comply with the requirements of Section 10.11., or if the employee does not respond to the offer of
41 reemployment within five (5) business days. The District shall send a certified letter or obtain the
42 signature and date of an employee being offered reemployment.
43

44 **Section 10.13.**

45 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
46 accrued benefits; provided, that such employee is offered a similar position in wages and working
47 conditions held prior to layoff.
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ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be in private in a manner which will not deliberately embarrass the employee before other employees or the public. The policy of progressive discipline will generally be followed as: verbal reprimand, written reprimand, suspension, and termination. The District may bypass the steps of progressive discipline because of the severity of the employee conduct.

Section 11.2. Notification to Non-Annual Employees.

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

Section 11.2.1.

Should the District decide to discharge or lay off any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

Section 11.2.2.

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

Section 11.2.3.

Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

Section 11.3.

Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks' notice of intention to discharge or layoff.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.

The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide state apportioned employer dollars for classified bargaining unit members as required by State law, the State Operating Budget, and the School Employees Benefits Board (SEBB).

Eligibility

SEBB health care plans are available for individual employees who work a minimum of number of hours as determined by SEBB eligibility rules.

1 **Programs**

2 The regionally accessible health care programs provided by SEBB carriers will be available to
3 employees and will include:

4
5 **Required** *(100% employer covered premium)*

- 6 • Vision
- 7 • Dental
- 8 • Basic Life
- 9 • Long Term Disability
- 10 • AD&D Insurance

11
12 **Voluntary**

- 13 • SEBB medical plans
- 14 • Supplemental Long-Term Disability
- 15 • Supplemental Life Insurance

16
17 **Other Benefits**

18 Flexible Spending Arrangement, Health Savings Accounts, Dependent Care Assistance, and
19 other voluntary employee paid SEBB programs will be available to employees under terms as
20 determined by SEBB. The District will provide access to an Employee Assistance Program at
21 no cost to the employee. Other Non-SEBB programs are available to employees but are not
22 funded from the amount provided by the District.

23
24 The District and Association will mutually determine non-SEBB voluntary plans. These plans
25 may not be implemented without prior written agreement of the District and Association. The
26 programs eligible for payroll deduction is cancer and critical care through American Fidelity.

27
28 **Enrollment Period**

29 Enrollment period will be from October 1st to November 15th or as otherwise set by SEBB.
30 Employees will be reminded via email at the start of open enrollment and five (5) days before
31 the ending of open enrollment to update coverages in the SEBB portal if desired.

32
33 When the enrollment ends, no insurance options may be added or deleted during the contract
34 year except for changes in family status or job status. If an employee fails to enroll within the
35 open enrollment period and will be placed on the default medical, dental and vision plans as
36 determined by SEBB.

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

42
43 The District shall provide computers for employees needing to sign-up or waive coverage.

44
45 **Termination of Benefits**

46 For employees who resign their position but are employed through the last workday of the
47 school year, their resignation will be deemed effective on their resignation letter date and their
48 SEBB benefits will continue to that date. When resignation/termination takes places during the

1 school year, the employee's SEBB benefits will continue to the last day of the month in which
2 resignation/terminations occurs.

3
4 **Sharing Health Care Contributions**

5 SEBB does not allow for dual coverage within SEBB for employees or dependents.
6 Spouses/domestic partners who are both employees of the District may choose to enroll both
7 employees for medical coverage under one (1) SEBB account along with medical and required
8 benefits for their dependents. However, each employee must register for dental, vision and
9 other required benefits under their own SEBB account.

10
11 **Section 12.2. Insurance Information.**

12 The employer agrees to provide timely information about SEBB insurance plans to eligible employees
13 during the school year (as required or recommended by SEBB) and at each open enrollment period.

14
15 **Section 12.3.**

16 The District shall provide tort liability coverage for all employees subject to this Agreement.

17
18 **Section 12.4.**

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

21
22 **Section 12.5.**

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

26
27 **Section 12.6. Employee Retirement Contribution Deferral.**

28 The Employer Contribution to the Public Employees Retirement System shall be tax deferred in
29 accordance with applicable State rules and regulations.

30
31 **Section 12.7. IRS 125 Plans.**

32 Agree to provide plans to be administered by American Fidelity. The above plan is a "full Cafeteria"
33 type plan

34
35 **Section 12.8. RCW 28A.400.275.**

36 Any contract for employee benefits executed after April 13, 1990, between a school district and a
37 benefit provider or employee bargaining unit is null and void unless it contains an agreement to abide
38 by state laws relating to school district employees' benefits. The Parties so agree.

39
40 **Section 12.9. VEBA.**

41 A letter of agreement between Finley PSE and Finley School District will be completed annually in
42 order to implement VEBA.

ARTICLE XIII

EVALUATIONS AND TRAINING

Section 13.1.

Any training programs and fees required by the District for the continuation of employment within a job category to which an employee is assigned will be paid for by the District. The District will not be required to fund any expenses for training for employees to meet the initial qualifications for positions other than the one (1) in which they are presently employed by the District.

The District shall reimburse classified staff for tuition for classes directly related to job description and responsibilities for classes pre-approved by the District, up to the limits of resources budgeted for this purpose. Time for attending the course(s) will not be paid by the District.

Section 13.2. Classified Staff Development.

A committee of Association members and District administration officials will meet during the school year to discuss specific proposals for classified staff development.

Section 13.3.

After initial hire to a full-time or permanent part-time position, the District will pay employees for mandatory meetings and trainings as listed below. Employees with more than one (1) rate of pay will be paid the higher rate of pay if the mandatory training is required for more than one (1) position (district-approved sign-in sheet) that takes place outside of their normal work shift. The mandatory trainings include Crisis Prevention Intervention (CPI) training for Paraeducators and bus drivers, two (2) hours of Safe-Schools training and two (2) hours First Aid/CPR training every year for Paraeducators, secretaries and bus drivers. It is the employee's responsibility to put the mandatory training hours on their timesheet. If any required employee cannot attend the District scheduled required course(s), (i.e. First Aid/CPR/CPI) then said employee must pay for their own course(s). Time for attending the course(s) will not be paid by the District.

Section 13.4. Evaluations.

Less than 260-day employees shall be evaluated annually no later than June 1st. Employees who work 260 days shall be evaluated annually no later than July 31st. The employee will meet in person with the evaluator. The employee's signature on the evaluation does not indicate the employee agrees, but rather acknowledges they have been provided a copy. Each employee has the right to attach a rebuttal to the evaluation no more than ten (10) calendar days after the evaluation to be attached to the evaluation form and placed in the employee's file.

ARTICLE XIV

EMPLOYEE TESTING

Section 14.1. Physicals.

All CDL physicals will be done through a medical facility of the District's choice and will be paid at one hundred percent (100%). The employee has the option of obtaining the CDL physical examination from a private practitioner, but the District will not pay more than sixty dollars (\$60.00) to the private practitioner (any payment by the insurance carrier will be deducted from the sixty dollars (\$60.00)).

The District will pay for the CDL portion of each regular school bus driver's WA. State driver's license only. The District will not pay for the regular license fee or for any other endorsements.

Section 14.2. Drug and Alcohol Testing.

Random drug and alcohol testing will be paid for by the District and any regular driving assignment time will be paid while being tested.

ARTICLE XV

DUES DEDUCTION, MEMBERSHIP AND POLITICAL ACTION COMMITTEE

Section 15.1. Membership Dues.

The Association, which is the legally recognized Exclusive Bargaining Representative of the classified staff as described in the recognition clause of this Agreement shall have the right to have deducted from the salary of members of the Association and dues required for membership in the Association.

The District agrees to accept dues authorizations via written paper form, voice authorization or by E-signature in accordance with "E-SIGN." Public School Employees of Washington/SEIU Local 1948 (PSE) will provide a list of those members who have agreed to Union membership via the above methods. In addition, upon request, access to the District to the .wav files associated with the voice authorization. PSE will be the custodian of the records related to dues authorizations.

PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records. Employees who choose to revoke membership must do so in writing to the Public School Employees of Washington/SEIU Local 1948.

Section 15.2.

The Association agrees to defend and hold the District harmless against any claim, complaint or legal action made against the District or any of its officers, agents, or employees in reference to any undertakings taken under this Article or otherwise at the request of the union.

Section 15.3. Political Action Committee.

The District shall, upon receipt of authorization of written, paper, voice, or E-signature form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check. Section 15.1. of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified about the right to revoke the request.

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ARTICLE XVI

GRIEVANCE PROCEDURE

Section 16.1.

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

Section 16.1.1.

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with the employee's Immediate Supervisor and/or Personnel Manager at an appropriate time.

Section 16.2. Grievance Levels.

Section 16.2.1. Level 1.

Informal meeting with Immediate Supervisor. Each employee shall first discuss the grievance with the employee's immediate supervisor and/or Personnel Manager. All grievances not brought to the attention of the employee's Immediate Supervisor and/or Personnel Manager, within twenty (20) workdays of the occurrence of the grievance, shall be invalid and subject to no further processing. The Immediate Supervisor and/or Personnel Manager shall respond in writing within five (5) workdays of the informal meeting. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 16.2.2. Level 2.

Reduce to Writing – Immediate Supervisor and/or Personnel Manager. If the grievance is not resolved to the employee's satisfaction in accordance with Level 1, the employee shall submit the written statement of grievance to the immediate supervisor and/or Personnel Manager for reconsideration within five (5) workdays of the informal meeting. The written statement of the grievance shall contain the following:

1. The facts on which the grievance is based.
2. A reference to the provisions of this Agreement which has allegedly been violated.
3. The remedy sought.

The employee's Immediate Supervisor and/or Personnel Manager will have five (5) workdays from the submission of the written statement of the grievance to respond in writing. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 16.2.3. Level 3.

Superintendent or Designee. If no resolution has been reached at Level 2, and the Association believes the grievance to be valid, it shall be submitted by the Association within five (5) workdays to the District's Superintendent or Superintendent's Designee. After such submission, the Superintendent or Superintendent's Designee will have twenty (20) workdays from submission of the written statement of grievance to resolve it. The response shall be in writing. If an agreeable disposition is made, all parties to the grievance shall sign it.

1 **Section 16.2.4. Level 4.**

2 School Board Level. If no resolution has been reached at Level 3, a written statement of the
3 grievance may be submitted by the Association within five (5) workdays to the District's Board
4 of Directors. The Board will render its decision within twenty (20) workdays.

5
6 **Section 16.2.5. Level 5.**

7 Arbitration. If the Association is not satisfied with the disposition of the grievance at Level 4,
8 within five (5) workdays, the grievance may be submitted by the Association to an impartial
9 arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent
10 written notice of its intention to arbitrate within five (5) workdays of receipt of the written
11 disposition of the Board. Within twenty (20) workdays after receipt of notice of intent to
12 arbitrate, the District and Association shall agree upon an arbitrator or other alternate dispute
13 resolution practitioner who shall arbitrate the matter in accordance with the rules of the
14 American Arbitration Association. The arbitrator shall have no authority to expand or alter the
15 language of this agreement.

16
17 **Section 16.2.6. Arbitration Costs.**

18 Each party shall bear its own costs of arbitration except that the parties shall equally share fees
19 and charges of the arbitrator, if any.

20
21 **Section 16.2.7.**

22 The time limits provided in this Article shall be strictly observed. Failure of the grievant to
23 proceed with the grievance within the time herein before provided shall result in the dismissal
24 of the grievance. Failure of the District or its representatives to take required action within the
25 time provided shall entitle PSE to proceed to the next level on the grievance procedure.

26
27 **Section 16.3.**

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

31
32
33
34 **ARTICLE XVII**

35
36 **TRANSFER OF PREVIOUS EXPERIENCE**

37
38 **Section 17.1.**

39 Employees transferring between Public School Districts in the State of Washington will be granted
40 longevity credits according to State Law.

41
42 **Section 17.2.**

43 Newly hired employees, other than those referenced in Section 16.1, may be granted longevity credit
44 for applicable experience. The new hire may be granted one-half (½) year for each full year of prior
45 work experience to a maximum of three (3) years longevity credit in the District.

46
47 **Section 17.3.**

48 Longevity credit so transferred or granted shall not include seniority.

ARTICLE XVIII

SALARIES AND EMPLOYEE COMPENSATION

Section 18.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

Section 18.2.

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

Section 18.2.1.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XXI, Section 21.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 18.2.2.

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement if possible and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XXI, Section 21.3. such retroactive pay shall be paid on the first regular payday following agreement on such schedule, if possible, and in any case not later than the second regular payday.

Section 18.2.3.

Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement. Employees hired after February 1 will not receive an incremental step on the following September 1.

Section 18.2.4.

Errors in salary amount which results in underpayment must be corrected in the current payroll period if notification is received in the payroll office by the tenth (10th) of the month.

Subsequent checks shall then bear the correct monthly salary. In the event of overpayment, the employee shall be notified prior to deduction. Adjustments shall be made on a case by case basis.

Section 18.2.5.

Anyone assigned to perform the duties of a higher classification and/or higher paid position will be paid at the rate of the higher classification and/or higher paid position for the time the employee is temporarily assigned. No employee will suffer a loss in wages or hours due to being temporarily assigned the duties in a lower classification. It is the employee's responsibility to report the higher classification and/or higher paid position work on their time sheet for the month when the work was done.

Section 18.3.

For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter hour.

Section 18.4.

Any employee required to travel from one site to another in a private vehicle during work hours shall be reimbursed for such travel on a per-mile basis at the rate of the prevailing District rate.

Section 18.5.

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

Section 18.6.

Employees shall be paid in twelve (12) monthly installments by direct deposit, payments to be made on or before the last banking day of each month.

Section 18.7.

All classified employees shall receive any IPD or other salary released for classified employees approved by the state legislature in addition to any other negotiated increases.

Section 18.8. Clock Hours.

Employees may take courses for clock hours. The courses must have prior approval from their evaluating supervisor and must be related to their current position. The guidelines are:

1. The clock hours must be paid for by the employee.
2. The employee must present an approved clock hour form that indicates that the coursework has been completed.
3. None of these costs will be reimbursed by the district.

Employees will be compensated as follows:

50 clock hours	- \$0.10
100 clock hours	- \$0.15
150 clock hours	- \$0.20

Section 18.9. Loyalty Pay Incentive.

Loyalty Pay Incentive is earned for an employee's years of service with the Finley School District. Employees hired prior to September 1, 2012, and are currently receiving Loyalty Pay Incentive for years of service with other school districts are grandfathered.

Section 18.10.

Special Education Extended Resource Room Paraeducators will receive an additional one dollar (\$1.00) per hour above their regular rate of pay.

Section 18.11. Classified Led Training

Classified employees who have been requested and agreed upon to lead trainings in the Finley School District will be paid ten dollars (\$10) per hour on top of their base hourly rate. This rate will apply to the delivery and agreed upon professional development.

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ARTICLE XIX

TOBACCO USE PROHIBITION

Section 19.1.

The District has an obligation to staff, students, and citizens to take reasonable steps to assure safety in the workplace and to provide safety and high-quality performance for students that the staff serves.

All employees will comply with federal and state law as well as District Policies and Procedures, specifically District Policy 4215 Use of Tobacco on School Property and 5201 Drug Free Schools, Community and Workplace.

Failure to comply will be just cause for discipline, District Policy and Procedure 5281 and shall follow progressive discipline as outlined in Section 11.1.

ARTICLE XX

STAFF PROTECTION

Section 20.1.

The Board agrees to save harmless and defend from any financial loss, including reasonable attorney fees for actions arising out of any claim, demand, lawsuit, criminal prosecution, or judgment by reason of any act or failure to act by such employee, within or without the school building, provided such employee at the time of the act or omission complained of was acting within the scope of this employment or under the direction of the Board.

Section 20.2.

The District agrees to provide reimbursement to staff for loss of personal property, or damage thereto, when damage or loss occurs when the property is located on the grounds or buildings of the school district for purposes related directly to job related responsibilities. Such obligation shall be limited to a maximum claim of five hundred dollars (\$500.00) per employee in any school year.

Section 20.2.1.

The District agrees only to pay losses to personal vehicles under the deductible clause of the employee's personal vehicle insurance up to two-hundred and fifty dollars (\$250.00). Protection will exist for personal vehicles while they are located on school property during assigned working hours.

Section 20.2.2.

Other items of personal property will be protected only after they have been listed and registered, giving a reasonable replacement cost with the site administrator. In the event that the site administrator determines that the District should not be responsible for damage or loss of certain personal items, he/she shall so notify the employee. Effective upon delivery of such notice, the District shall assume no responsibility with respect to any such item.

Section 20.3.

If any damaged or lost item is insured under personal insurance policies, the District shall be responsible for that portion of reimbursement not obtained from such carriers up to the limits of coverage set forth in this section.

Section 20.4.

In no case will the District accept liability for lost cash, checks, money orders or jewelry.

Section 20.5.

The District shall support any employee in seeking legal redress for violations of the law committed by students, district personnel, or members of the public who verbally or physically abuse that employee while he/she is performing contracted duties for the District.

Section 20.5.1.

Such support shall be evidenced through aiding the employee in obtaining the services of the county prosecutor for purposes of processing the case.

Section 20.5.2.

The District expects that employees using the services of private lawyers will cover their own obligations for such fees or costs incurred by the use of such services.

ARTICLE XXI

TERM AND SEPARABILITY OF PROVISIONS

Section 21.1.

The term of this Agreement shall be September 1, 2022 to August 31, 2024.

Section 21.2.

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

Section 21.3.

This Agreement may be reopened and modified during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate Schedule A and insurance per RCW 28A.400.275. Impact of legislation enacted following the effective date of this Agreement which may arguably affect its terms or conditions may be negotiated.

Schedule A will reflect the following:

- 2022-2023: All employees shall receive a five-point five (5.5%) IPD increase.
- 2023-2024: Schedule A will be reopened and renegotiated per Section 21.3.
- Schedule A addendums A, B, & C will remain attached to Schedule A.

Section 21.4.

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

Section 21.5.

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

Section 21.6.

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 21.3.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

FINLEY CHAPTER

BY: /E-signed by/
Stephanie Vasquez, Chapter President

DATE: 09-21-22

FINLEY SCHOOL DISTRICT #53

BY: /E-signed by/
Lance Hahn, Superintendent

DATE: 09-21-22

ADDENDUM A

1. Employees who already have job related AA's as determined by the District shall receive fifty cents (\$0.50) more per hour.
2. EARLY CHILDHOOD EDUCATION CURRICULUM

Requirements for the ECE 15-credit certificate:

ECE 102	Pre-School Curriculum	(3)
ECE 104	Child Guidance Tech	(3)
ECE 106	Child Growth/Development	(3)
ECE 107	Understanding Special Needs of Children and Families	(3)
ECE 230	First Aid for Young Children	(3)

Requirements for the ECE 45-credit certificate:

Technical Core:

ECE 102	Pre-School Curriculum	(3)
ECE 103	Pre-School Creative Arts	(3)
ECE 104	Child Guidance Tech	(3)
ECE 105	Pre-School PE Games	(3)
ECE 106	Child Growth/Development	(3)
EE 120	Pre-School Literature	(3)
ECE 151	Practicum	(3)

General Education:

MTH 90,	100 or 101	(5)
PSY 101	Psychology	(5)
Eng 101	English Composition	(3)
SPE 101, 110, or 120		(3)
A Humanities Elective		(5)

Electives:

Selected from AA list of Humanities or Social and Behavioral Sciences.

Approved classes listed above, or other classes approved by the principals through the District approval process. (See Attachment "A" Form).

10 credits - \$0.10 per hour

15 credits - \$0.15 per hour

22 credits - \$0.25 per hour

45 credits - \$0.50 per hour

ADDENDUM A-1

Columbia Basin College The Para-Education Program One-Year Certificate

Core Curriculum

CBC 108	The Para-Educator in Schools	(3)
CBC 111	Introduction to Instructional Strategies	(3)
CBC 106	Child Growth and Development	(3)
CBC 104	Child Guidance & Communication Techniques	(3)
CBC 107	Understanding Special Needs	(3)
CBC 112	Introduction to ESL Teaching Strategies	(3)
CBC 125	Instructional Media	(3)
CBC 230	First Aid, Health, Safety & Nutrition	(3)
CBC 153.2	+Para-Education Supervised Practicum	(4)

General Education Requirements

CBC 101	English Composition	(5)
CBC 101	General Psychology	(5)
CBC 100	*Math (or higher)	(5)
CBC 101	**Speech Essentials	(3)

Note:

- * Math 100 syllabus design is in progress
- ** or SPE 110 Communication Behavior may be substituted
- + Satisfactory Washington State Patrol criminal history background check must be on file before this class can be taken

An Asset Test will be taken by students entering CBC for English and Math placement.

15 credits - \$0.15 per hour

22 credits - \$0.25 per hour

46 credits - \$0.50 per hour

ADDENDUM A-2

FINLEY SCHOOL DISTRICT #53
224606 E. Game Farm Road, Kennewick, WA 99337
Bus. (509) 586-3217 -- FAX (509) 586-4408

APPLICATION TO ENROLL IN TRAINING COURSES

Associate Level Credits only will apply to the Salary Schedule. An Official Transcript from the institution issuing the credit must be in the Superintendent's Office on or before September 10th. The Principal will evaluate the application (see Tuition Reimbursement Program Guidelines on reverse side) and if it is approved will forward it to the Personnel Manager. Approval by both the Principal and Personnel Manager is necessary.

NAME OF APPLICANT _____ DATE OF APPLICATION _____

NAME OF COURSE _____ NAME OF COLLEGE _____

IS IT RESIDENT, EXTENSION, CORRESPONDENCE, ETC. EXPLAIN: _____

NUMBER OF CREDITS: _____ (Please Circle: Units, Semester, or Quarter Hours)

GIVE A BRIEF DESCRIPTION OF THE COURSE: _____

EXPLAIN HOW THIS COURSE RELATES TO YOUR INSTRUCTIONAL FIELD: _____

HOW DO YOU PLAN TO MAKE USE OF THIS COURSE IN YOUR INSTRUCTIONAL ASSIGNMENTS AT THE FINLEY SCHOOL: (Must justify the course in terms of your instructional assignment. In what way will it make you a better teacher in the Finley School District?)

Signature of Applicant: _____

REMARKS BY PRINCIPAL: _____

APPROVAL: YES _____ NO _____ DATE: _____

Signature of Principal: _____

SUPT. APPROVAL: YES _____ NO _____ DATE: _____

Signature of Superintendent: _____

The Finley School District is committed to providing equal opportunities for all persons without regard to sex, race, creed, religion, or ethnic background in its educational programs, activities, policies, and employment practices. Inquiries regarding compliance procedures may be directed to the school district's Title IX Officer and/or Section 504/ADA Coordinator: Dr. G. Robert VanSlyke, Superintendent, 224606 E. Game Farm Road, Kennewick, WA 99337 (509) 586-3217.

ADDENDUM B

TUITION REIMBURSEMENT PROGRAM GUIDELINES

The District shall reimburse classified staff for tuition for classes directly related to the job description and responsibilities for classes pre-approved by the District up to the limit of resources budgeted for this purpose. (Section 13.1, Collective Bargaining Agreement).

GUIDELINES

1. Complete an Application to Enroll in Training Courses.
2. Obtain Administrator's Signature.
3. If ESD Para-Educators Funds are available, your administrator will ask you to apply for these funds before the District approves tuition reimbursement.
4. The courses must be job-related and pre-approved by administrators and Personnel Manager.
5. There is a limit of \$225.00 tuition reimbursement per person, per year.

ADDENDUM C
UNSAFE WORKING ENVIRONMENT FORM

TO BE COMPLETED BY EMPLOYEE

I _____ submit this notice to my immediate supervisor in accordance with the Collective Bargaining Agreement. I have provided a copy of this form and supporting documents to the Association President and the Superintendent.

I request the following issues/situation/area to be reviewed for safety concerns:

I provide the following potential solutions:

Employee Signature / Date

PLEASE MAKE A COPY FOR YOUR OWN RECORDS.

DISTRICT TO RESPOND WITHIN TEN (10) WORKDAYS.

COPY OF RESPONSE SENT TO EMPLOYEE, ASSOCIATION PRESIDENT AND SUPERINTENDENT.

**FINLEY SCHOOL DISTRICT
SCHEDULE A
2022 - 2023**

2022-2023 Schedule A	Sub				1.25%	1.5%	1.5%	2.0%	2%
CLASSIFIED SALARY SCHEDULE	Rate	Step 1	Step 2	Step 3	5 yrs	10 yrs	15 yrs	20 yrs	25 yrs
Secretaries	\$14.49	\$20.77	\$21.47	\$22.09	\$22.37	\$22.71	\$23.05	\$23.51	\$23.98
Paraeducators	\$14.49	\$17.76	\$18.34	\$18.98	\$19.22	\$19.51	\$19.80	\$20.20	\$20.60
*Paraeducators with AA degree (in a job related field, \$.50 more per hr)		\$18.26	\$18.84	\$19.48	\$19.72	\$20.01	\$20.30	\$20.70	\$21.10
Paraeducator Migrant/Bilingual	\$14.49	\$18.50	\$19.10	\$19.74	\$19.99	\$20.29	\$20.59	\$21.00	\$21.42
Custodial Maintenance Day	\$14.49	\$20.11	\$20.63	\$22.03	\$22.31	\$22.64	\$22.98	\$23.44	\$23.91
*Plus .30 per hour night differential	\$14.49	\$20.41	\$20.93	\$22.33	\$22.61	\$22.94	\$23.28	\$23.74	\$24.21
District Head Custodian		\$21.01	\$21.51	\$22.32	\$22.60	\$22.94	\$23.28	\$23.75	\$24.23
*Plus .30 per hour night differential		\$21.31	\$21.81	\$22.62	\$22.90	\$23.24	\$23.58	\$24.05	\$24.53
Mechanic	\$14.49	\$29.67	\$30.57	\$31.51	\$31.90	\$32.38	\$32.87	\$33.53	\$34.20
Head Maintenance	\$14.49	\$26.07	\$26.81	\$27.63	\$27.98	\$28.40	\$28.83	\$29.41	\$30.00
Computer Technician	\$14.49	\$21.87	\$22.55	\$23.20	\$23.49	\$23.84	\$24.20	\$24.68	\$25.17
Maintenance Grounds I	\$14.49	\$20.77	\$21.42	\$22.09	\$22.37	\$22.71	\$23.05	\$23.51	\$23.98
Groundskeeper	\$14.49	\$16.43	\$16.97	\$17.57	\$17.79	\$18.06	\$18.33	\$18.70	\$19.07
Driver Trainer / Food Service Manager				\$23.59	\$23.88	\$24.24	\$24.60	\$25.09	\$25.59
Bus Driver	\$16.10	\$21.15	\$21.78	\$22.42	\$22.70	\$23.04	\$23.39	\$23.86	\$24.34
Food Service Cashier	\$14.49	\$17.76	\$18.34	\$18.98	\$19.22	\$19.51	\$19.80	\$20.20	\$20.60
Food Service Staff	\$14.49	\$17.52	\$18.06	\$18.73	\$18.96	\$19.24	\$19.53	\$19.92	\$20.32
Site Head Cook	\$14.49	\$18.92	\$19.21	\$19.49	\$19.73	\$20.03	\$20.33	\$20.74	\$21.15

Loyalty Incentive Pay

To current salary - after 5 years add 1.25%. After 10 years add 1.5%

To current salary - after 15 years add 1.5%. After 20 years add 2%. After 25 years add 2%.

All step advances will be effective at the start of the next school district fiscal year (Sept 1), after attaining the required years of service.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, FINLEY CHAPTER AND THE FINLEY SCHOOL DISTRICT #53 PURSUANT TO ARTICLE XXI, SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Finley School District #53 ("District") has adopted the health reimbursement arrangement {HRA} plans offered and administered by the Voluntary Employees' Benefit Association Trust for Public Employees in the State of Washington (collectively the "Plans"): the Standard HRA Plan, which shall be integrated with the District's or another qualified group health plan and to which the District shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time; and the Post-separation HRA Plan to which the District may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the District's or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires. District agrees to contribute to the Plans on behalf of all employees in the Public School Employees of Washington/SEIU Local 1948, Finley Chapter ("PSE") defined as eligible to participate in the Plans. Each eligible employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans.

Contributions on behalf of each eligible employee shall be based on the following:

[X] Sick Leave Contributions - Annual: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible) of unused sick leave. To be eligible during the term of this agreement, an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any front loaded days.

[X] Sick Leave Contributions - Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement.

[] No VEBA Benefits this plan year.

NOTE: All leave cash-out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out

1 contributions to the Plan at any time during the term of this agreement, and any and all excess sick
2 leave which, in the absence of this agreement, would accrue to such employee during the term hereof
3 shall be forfeited together with all cash rights that pertain to such excess sick leave.
4

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6 This Memorandum of Understanding shall become effective beginning September 1, 2022, shall
7 remain in effect until August 31, 2023, and shall be attached to the current Collective Bargaining
8 Agreement.
9

10
11 PUBLIC SCHOOL EMPLOYEES OF
12 WASHINGTON / SEIU LOCAL 1948

13
14 FINLEY CHAPTER

FINLEY SCHOOL DISTRICT #53

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16
17 BY: /E-signed by/
18 Stephanie Vasquez, Chapter President

BY: /E-signed by/
Lance Hahn, Superintendent

19
20 DATE: 08-29-22
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DATE: 08-29-22

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, FINLEY CHAPTER AND THE FINLEY SCHOOL DISTRICT #53 PURSUANT TO ARTICLE XXI, SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Finley School District #53 ("District") has adopted the health reimbursement arrangement {HRA} plans offered and administered by the Voluntary Employees' Benefit Association Trust for Public Employees in the State of Washington (collectively the "Plans"): the Standard HRA Plan, which shall be integrated with the District's or another qualified group health plan and to which the District shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time; and the Post-separation HRA Plan to which the District may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the District's or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires. District agrees to contribute to the Plans on behalf of all employees in the Public School Employees of Washington/SEIU Local 1948, Finley Chapter ("PSE") defined as eligible to participate in the Plans. Each eligible employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans.

Contributions on behalf of each eligible employee shall be based on the following:

[X] Sick Leave Contributions - Annual: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible) of unused sick leave. To be eligible during the term of this agreement, an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any front loaded days.

[X] Sick Leave Contributions - Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement.

[] No VEBA Benefits this plan year

NOTE: All leave cash-out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this agreement, and any and all excess sick

1 leave which, in the absence of this agreement, would accrue to such employee during the term hereof
2 shall be forfeited together with all cash rights that pertain to such excess sick leave.
3
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5 This Memorandum of Understanding shall become effective beginning September 1, 2023, shall
6 remain in effect until August 31, 2024, and shall be attached to the current Collective Bargaining
7 Agreement.
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11 PUBLIC SCHOOL EMPLOYEES OF
12 WASHINGTON / SEIU LOCAL 1948
13

14 FINLEY CHAPTER
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FINLEY SCHOOL DISTRICT #53
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17 BY: /E-signed by Stephanie Vasquez/
18 Stephanie Vasquez, Chapter President
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BY: /E-signed by Bryan Long/
Bryan Long, Superintendent
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20 DATE: Sep 11, 2023
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DATE: Sep 8, 2023

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, FINLEY CHAPTER AND THE FINLEY SCHOOL DISTRICT #53 PURSUANT TO ARTICLE XXI, SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

Schedule A shall be amended and is attached. All employees on Steps 1, 2, and 3 will receive a five-point-five percent (5.5%) per hour wage increase. Additionally, the loyalty incentive for after year twenty (20) and after year twenty-five (25) will increase from two percent (2.0%) to two-point-five percent (2.5%).

This Letter of Agreement shall become effective beginning September 1, 2023, shall remain in effect until August 31, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

FINLEY CHAPTER

FINLEY SCHOOL DISTRICT #53

BY: /E-signed by Stephanie Vasquez/
Stephanie Vasquez, Chapter President

BY: /E-signed by Bryan Long/
Bryan Long, Superintendent

DATE: Sep 11, 2023

DATE: Sep 8, 2023

SCHEDULE A 2023-2024	Sub				1.25%	1.5%	1.5%	2.5%	2.5%
CLASSIFIED SALARY SCHEDULE	Rate	Step 1	Step 2	Step 3	5 yrs	10 yrs	15 yrs	20 yrs	25 yrs
Secretaries	\$15.74	\$21.91	\$22.65	\$23.31	\$23.60	\$23.95	\$24.31	\$24.92	\$25.54
Paraeducators	\$15.74	\$18.74	\$19.35	\$20.02	\$20.27	\$20.57	\$20.88	\$21.40	\$21.94
*Paraeducators with AA degree (in a job related field, \$.50 more per hr)		\$19.24	\$19.85	\$20.52	\$20.77	\$21.07	\$21.38	\$21.90	\$22.44
Paraeducator Migrant/Bilingual	\$15.74	\$19.52	\$20.15	\$20.83	\$21.09	\$21.41	\$21.73	\$22.27	\$22.83
Custodial Maintenance Day	\$15.74	\$21.22	\$21.77	\$23.24	\$23.53	\$23.88	\$24.24	\$24.85	\$25.47
*Plus .30 per hour night differential	\$15.74	\$21.52	\$22.07	\$23.54	\$23.83	\$24.18	\$24.54	\$25.15	\$25.77
District Head Custodian		\$22.17	\$22.69	\$23.55	\$23.84	\$24.20	\$24.56	\$25.17	\$25.80
*Plus .30 per hour night differential		\$22.47	\$22.99	\$23.85	\$24.14	\$24.50	\$24.86	\$25.47	\$26.10
Mechanic	\$15.74	\$31.30	\$32.25	\$33.24	\$33.66	\$34.16	\$34.67	\$35.54	\$36.43
Head Maintenance	\$15.74	\$27.50	\$28.29	\$29.15	\$29.51	\$29.95	\$30.40	\$31.16	\$31.94
Computer Technician	\$15.74	\$23.07	\$23.79	\$24.48	\$24.79	\$25.16	\$25.54	\$26.18	\$26.83
Maintenance Grounds I	\$15.74	\$21.91	\$22.60	\$23.31	\$23.60	\$23.95	\$24.31	\$24.92	\$25.54
Groundskeeper	\$15.74	\$17.33	\$17.90	\$18.54	\$18.77	\$19.05	\$19.34	\$19.82	\$20.32
Driver Trainer / Food Service Manager				\$24.89	\$25.20	\$25.58	\$25.96	\$26.61	\$27.28
Bus Driver	\$17.35	\$22.31	\$22.98	\$23.65	\$23.95	\$24.31	\$24.67	\$25.29	\$25.92
Food Service Cashier	\$15.74	\$18.74	\$19.35	\$20.02	\$20.27	\$20.57	\$20.88	\$21.40	\$21.94
Food Service Staff	\$15.74	\$18.48	\$19.05	\$19.76	\$20.01	\$20.31	\$20.61	\$21.13	\$21.66
Site Head Cook	\$15.74	\$19.96	\$20.27	\$20.56	\$20.82	\$21.13	\$21.45	\$21.99	\$22.54

Loyalty Incentive Pay

To current salary - after 5 years add 1.25%. After 10 years add 1.5%

To current salary - after 15 years add 1.5%. After 20 years add 2.5%. After 25 years add 2.5%.

All step advances will be effective at the start of the next school district fiscal year (Sept 1), after attaining the required years of service.

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, FINLEY CHAPTER AND THE FINLEY SCHOOL DISTRICT #53 PURSUANT TO ARTICLE XXI, SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

1. The parties agree to extend all Articles and Sections of the current Collective Bargaining Agreement as well as, all Letters of Agreements and Memorandums of Understandings until August 31, 2025, other than what has been amended and attached below to this Letter of Agreement.
2. Schedule A shall be amended and attached for the 2024-2025 school year.
3. Schedule A for the 2024-2025 school year shall reflect a 3.7% increase for all position wages and steps.
4. Loyalty Incentive Pay shall be continued as in previous 2023-2024 Schedule A:
 - a. 1.25% added to current salary after 5 years
 - b. 1.50% added to current salary after 10 years
 - c. 1.50% added to current salary after 15 years
 - d. 2.50% added to current salary after 20 years
 - e. 2.50% added to current salary after 25 years
5. Schedule A addendums A, B, and C will remain attached to Schedule A.
6. Section 4.8 shall be updated to reflect the law and shall read as:

Section 4.8. New Hire Notification.

As per RCW 41.56.035, within twenty-one (21) business days of the hire date, the District will provide an .XLSX digital file format to membership@pseofwa.org and the PSE Field Representative for the newly hired employee and the information retained in the employers' records to the Union. The information will include:

1. The employee's name and date of hire and, if a change in position, the new position start date.
2. The employee's contact information, including:
 - Cellular, home, and work telephone numbers.
 - Work and personal email addresses.
 - Home address or personal mailing address.
 - The employee's job title, employee ID, or unique identifier.

1 3. Annual salary for contracted work performed under the Collective Bargaining
2 Agreement.

- 3
- 4 • Rate of pay for contracted work.
 - 5 • Enhancements or stipends received by the employee.
 - 6 • Contracted days for work.
 - 7 • Continuing position “yes or no”.
 - 8 • Primary work site location or duty station.
- 9

10 7. Section 15.1 Membership dues shall be updated to reflect current practice, and shall read as:

11

12 **Section 15.1. Membership Dues and Authorization.**

13 The Association, which is the legally recognized Exclusive Bargaining Representative of
14 the classified staff as described in the recognition clause of this Agreement shall have the
15 right to have deducted from the salary of members of the Association dues required for
16 membership in the Association.

17

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

26

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

37

38 The District shall deduct PSE state dues from the gross pay of any employee who
39 authorized such deductions in writing pursuant to RCW 41.56.110. The employer shall
40 transmit, via Automated Clearing House (ACH), all such funds deducted to the Treasurer of
41 the Public School Employees of Washington/SEIU Local 1948. Transmissions will include
42 payments and an electronic list of all represented employees with deduction amounts.
43 Transactions will be received by the first Monday following payroll. Submissions are to
44 include all employees covered by the Collective Bargaining Agreement. A dues remittance
45 form shall accompany the payment every month and include membership status changes
46 (such as resignations, LOA, name changes, etc.) on the remit form or provide a list with the
47 dues file.

48

PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records. Employees who choose to revoke membership must do so in writing to the Public School Employees of Washington.

8. **Section 15.4. Member Lists.**

As per RCW 41.56.035, every one hundred twenty (120) business days, the District will provide an .XLSX digital file format to membership@pseofwa.org and the PSE Field Representative for all employee information retained in the employers' records to the Union. The information will include:

1. The employee's name and date of hire and, if a change in position, the new position start date.
2. The employee's contact information, including:
 - Cellular, home, and work telephone numbers.
 - Work and personal email addresses.
 - Home address or personal mailing address.
 - The employee's job title, Employee ID, or unique identifier.
3. Annual salary for contracted work performed under the Collective Bargaining Agreement.
 - Rate of pay for contracted work.
 - Enhancements or stipends received by the employee.
 - Contracted days for work.
 - Continuing position "yes or no".
 - Primary work site location or duty station.

This Letter of Agreement shall become effective September 1, 2024, shall remain in effect until August 31, 2025, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

FINLEY CHAPTER

FINLEY SCHOOL DISTRICT #53

BY: /e-signed by Gary Wakefield/
Gary Wakefield, Chapter President

BY: /e-signed by Bryan Long/
Bryan Long, Superintendent

DATE: 09/18/24

DATE: 09/17/24

SCHEDULE A 2024-2025
September 1, 2024 – August 31, 2025

SCHEDULE A 2024-2025	Sub				1.25%	1.5%	1.5%	2.5%	2.5%
CLASSIFIED SALARY SCHEDULE	Rate	Step 1	Step 2	Step 3	5 yrs	10 yrs	15 yrs	20 yrs	25 yrs
Secretaries	\$16.28	\$22.72	\$23.49	\$24.17	\$24.47	\$24.84	\$25.21	\$25.84	\$26.49
Paraeducators	\$16.28	\$19.43	\$20.07	\$20.76	\$21.02	\$21.34	\$21.66	\$22.20	\$22.76
*Paraeducators with AA degree (in a job related field, \$.50 more per hr)		\$19.93	\$20.57	\$21.26	\$21.52	\$21.84	\$22.16	\$22.70	\$23.26
Paraeducator Migrant/Bilingual	\$16.28	\$20.24	\$20.90	\$21.60	\$21.87	\$22.20	\$22.53	\$23.09	\$23.67
Custodial Maintenance Day	\$16.28	\$22.01	\$22.58	\$24.10	\$24.40	\$24.77	\$25.14	\$25.77	\$26.41
*Plus .30 per hour night differential	\$16.28	\$22.31	\$22.88	\$24.40	\$24.70	\$25.07	\$25.44	\$26.07	\$26.71
District Head Custodian		\$22.99	\$23.53	\$24.42	\$24.73	\$25.10	\$25.48	\$26.12	\$26.77
*Plus .30 per hour night differential		\$23.29	\$23.83	\$24.72	\$25.03	\$25.40	\$25.78	\$26.42	\$27.07
Mechanic	\$16.28	\$32.46	\$33.44	\$34.47	\$34.90	\$35.42	\$35.95	\$36.85	\$37.77
Head Maintenance	\$16.28	\$28.52	\$29.34	\$30.23	\$30.61	\$31.07	\$31.54	\$32.33	\$33.14
Computer Technician	\$16.28	\$23.92	\$24.67	\$25.39	\$25.71	\$26.10	\$26.49	\$27.15	\$27.83
Maintenance Grounds I	\$16.28	\$22.72	\$23.44	\$24.17	\$24.47	\$24.84	\$25.21	\$25.84	\$26.49
Groundskeeper	\$16.28	\$17.97	\$18.56	\$19.23	\$19.47	\$19.76	\$20.06	\$20.56	\$21.07
Driver Trainer / Food Service Manager				\$25.81	\$26.13	\$26.52	\$26.92	\$27.59	\$28.28
Bus Driver	\$18.05	\$23.14	\$23.83	\$24.53	\$24.84	\$25.21	\$25.59	\$26.23	\$26.89
Food Service Cashier	\$16.28	\$19.43	\$20.07	\$20.76	\$21.02	\$21.34	\$21.66	\$22.20	\$22.76
Food Service Staff	\$16.28	\$19.16	\$19.75	\$20.49	\$20.75	\$21.06	\$21.38	\$21.91	\$22.46
Site Head Cook	\$16.28	\$20.70	\$21.02	\$21.32	\$21.59	\$21.91	\$22.24	\$22.80	\$23.37

Loyalty Incentive Pay

To current salary - after 5 years add 1.25%. After 10 years add 1.5%

To current salary - after 15 years add 1.5%. After 20 years add 2.5%. After 25 years add 2.5%.

All step advances will be effective at the start of the next school district fiscal year (Sept 1), after attaining the required years of service.

1 **MEMORANDUM OF UNDERSTANDING**

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, FINLEY
5 CHAPTER AND THE FINLEY SCHOOL DISTRICT #53 PURSUANT TO ARTICLE XXI, SECTION
6 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
7

8
9 Finley School District #53 ("District") has adopted the health reimbursement arrangement {HRA}
10 plans offered and administered by the Voluntary Employees' Benefit Association Trust for Public
11 Employees in the State of Washington (collectively the "Plans"): the Standard HRA Plan, which shall
12 be integrated with the District's or another qualified group health plan and to which the District shall
13 remit contributions only on behalf of eligible employees who are enrolled in or covered by such
14 qualified group health plan and any other contributions that may be permitted under applicable law
15 from time to time; and the Post-separation HRA Plan to which the District may remit contributions on
16 behalf of eligible employees, including eligible employees who are not enrolled in or covered by the
17 District's or another qualified group health plan, and which shall provide benefits only after a
18 participant separates from service or retires. District agrees to contribute to the Plans on behalf of all
19 employees in the Public School Employees of Washington/SEIU Local 1948, Finley Chapter ("PSE")
20 defined as eligible to participate in the Plans. Each eligible employee must submit a completed and
21 signed Enrollment Form to become an eligible participant and become eligible for benefits under the
22 Plans.
23

24
25 Contributions on behalf of each eligible employee shall be based on the following:
26

27
28 [X] Sick Leave Contributions - Annual: Eligibility for contributions on an annual basis is limited
29 to employees who have accumulated 180 days (or more if eligible) of unused sick leave. To be eligible
30 during the term of this agreement, an employee must have earned at least 180 days of unused sick
31 leave as of the effective date, not including any front loaded days.
32

33
34 [X] Sick Leave Contributions - Retirement or Separation from Service: Eligibility for contributions
35 at retirement or separation from service is limited to employees who retire or separate from service
36 with sick leave cash-out rights during the term of this agreement.
37

38
39 [] No VEBA Benefits this plan year
40
41

42 NOTE: All leave cash-out contributions on behalf of each eligible employee shall be based on the
43 cash-out value of leave days or hours accrued by such employee available for contribution in
44 accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that
45 all eligible employees will be required to sign and submit to the District a hold harmless agreement
46 complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to
47 sign and submit such agreement to the District, the District will not make sick leave cash-out
48 contributions to the Plan at any time during the term of this agreement, and any and all excess sick

1 leave which, in the absence of this agreement, would accrue to such employee during the term hereof
2 shall be forfeited together with all cash rights that pertain to such excess sick leave.
3
4

5 This Memorandum of Understanding shall become effective beginning September 1, 2024, shall
6 remain in effect until August 31, 2025, and shall be attached to the current Collective Bargaining
7 Agreement.
8
9
10

11 PUBLIC SCHOOL EMPLOYEES OF
12 WASHINGTON / SEIU LOCAL 1948
13

14 FINLEY CHAPTER
15
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FINLEY SCHOOL DISTRICT #53
17

17 BY: /e-signed by Gary Wakefield/
18 Gary Wakefield, Chapter President
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BY: /e-signed by Bryan Long/
Bryan Long, Superintendent
20

20 DATE: 09/18/24
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DATE: 09/17/24