

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**QUILLAYUTE VALLEY SCHOOL DISTRICT**  
**AND**  
**PUBLIC SCHOOL EMPLOYEES OF FORKS**

September 1, 2024 – August 31, 2027



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# DECLARATION OF PRINCIPLES

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

## PREAMBLE

This Agreement is made and entered into between Quillayute Valley School District Number 402 (hereinafter "District") and Public School Employees of Forks (hereinafter "Union"). Public School Employees of Forks is an affiliate of Public School Employees of Washington / SEIU 1948.

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

## ARTICLE I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1.**

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

#### **Section 1.2.**

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

#### **Section 1.3. Job Descriptions.**

Job descriptions for all classifications covered under this Agreement will be provided within thirty (30) calendar days to the President of the Union upon receipt of a written request from the President of the Union by the Superintendent. Any revised job descriptions shall be provided to the Union within thirty (30) days of any such revision.

#### **Section 1.4. Recognition Clause.**

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the general job classifications of: Office-Clerical, ParaEducator, Custodial-Maintenance, Food Service and Specialists. The following positions are excluded from the bargaining unit as having met the criteria found in RCW 41.56: Assistant to the Superintendent/Personnel Director/Insight School of WA Liaison (1), Director of Finance (1), Administrative Assistant to the Director of Finance (1), Athletic and Activities Office Assistant (1), Food Service Director (1), Maintenance Office

Coordinator (1), Maintenance Supervisor (1), Payroll and Benefits Coordinator (1), Administrative Assistant to the Assistant Superintendent (1), and Data Administrator (1).

When the District establishes a new office personnel position, which is not currently identified as a bargaining unit position, the District and Union will meet pursuant to State Law to determine if the position is appropriate for inclusion in the bargaining unit or exempt based on confidential status.

**Section 1.4.1. Substitutes Positions.**

The District shall not utilize substitutes in positions projected to work more than thirty (30) consecutive days.

**Section 1.4.2. Substitute Employees Definition.**

Substitute Employees: Substitute employees who are employed by the District for more than thirty (30) cumulative work days during the previous twelve (12) months and who remain available for work on the same basis shall be included in the bargaining unit. Bargaining unit substitutes shall be entitled to an interview for an open position for which they have worked and if there are no non-probationary regular employee applicants. The only provisions of the Agreement applicable to bargaining unit substitutes are Sections 3.1, 3.2, 3.3, 7.2.1, salary Schedule A, and all sections included in the Grievance Procedure, Article XIV.

**Section 1.4.3. Temporary Positions (including leave replacement positions).**

Current employees may request to work temporary positions including leave replacement positions at the discretion of the District. The employee shall have all rights under this Agreement and suffer no loss of seniority in their regular job general classification, if different. Furthermore, the employee shall be paid at their same step rate for that position and shall return to their regular position at the end of the temporary position. Employees who are not currently regular employees who are assigned to such a position shall have all rights under this Agreement, except Article X.

**Section 1.4.4.**

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

**ARTICLE II**

**RIGHTS OF THE EMPLOYER**

**Section 2.1.**

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

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

### **Section 2.2.**

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

## **ARTICLE III**

### **RIGHTS OF EMPLOYEES**

#### **Section 3.1.**

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union, providing that the exercise of such rights does not interfere with the performance of assigned duties of employees of the District. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union, including presentation of the views of the Union.

#### **Section 3.2. Personal Concerns.**

Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of the District, provided that the employee first must follow the prescribed grievance procedure.

#### **Section 3.3. Union Representation.**

Employees of the bargaining unit subject to this Agreement have the right to have Union representatives or other Union members present at discussions between themselves and supervisors or other representatives of the District at grievance and disciplinary meetings as well as investigatory interviews at which the employee is questioned regarding circumstances which may reasonably result in discipline.

#### **Section 3.4. Anti-Discrimination.**

Neither the District, nor the Union, shall unlawfully discriminate against any employee subject to this Agreement with respect to race, creed, color, national origin, political affiliation, age, gender, sexual orientation, religion, marital status or disability.

#### **Section 3.5. Personnel Files.**

There shall be two (2) official personnel files for each employee, one that is electronic (TalentEd) and another that is on paper. The paper file shall be kept in the District Administration Office. Employees shall be provided a copy of all performance related material placed in their personnel file within five (5) days of its insertion, including, but not limited to, material making any reference to an employee's competence, character or manner. Employees may be required to sign documents placed in their personnel file to signify receipt only, which will be indicated on such documents. Each employee shall have the right upon request, and after making an appointment for that purpose with the Personnel

1 Administrator, to review the contents of his/her official personnel file. The review shall be made in the  
2 presence of an administrator designated by the District. During the review, employees shall be allowed  
3 to copy any material therein and shall be permitted to make a written inventory of material there, and,  
4 on request, such inventory signed and dated by a representative of the District. Employees shall have  
5 the right to attach comments or a statement to any material placed in the personnel file. This shall not  
6 prevent District administrators from maintaining a working file, which shall be equally available to the  
7 employee.

### 8 9 **Section 3.6. Evaluations.**

10 All employees shall receive a mid-year performance evaluation prior to Valentine's Day. All  
11 employees shall receive their end-of-the-year evaluation prior to Memorial Day, all instructional  
12 support employees' evaluations shall include a scheduled observation by the supervising administrator.  
13

#### 14 **Section 3.6.1. Plans of Improvement (PIP).**

15 All performance evaluations reflecting a "needs improvement" or "unsatisfactory" rating in one  
16 or more categories shall state specific reasons for the rating, remedial action necessary by the  
17 employee to improve performance and specific remedial training as deemed necessary by the  
18 District as an aid to improve performance.  
19

20 Plans of Improvement must adhere to the following requirements:

- 21 • Before presenting a formal performance improvement plan for an employee,  
22 documented interventions should be offered by the supervisor. These can be verbal  
23 warnings, emailed directions, or other recorded items as outlined in the applicable  
24 Board Policies.
- 25 • Every thirty (30) calendar days the employee's performance in such categories shall be  
26 reviewed in a conference between the employee and the evaluator.
- 27 • If the evaluator fails to meet with the employee after a thirty (30) calendar day period,  
28 then the performance improvement plan will end.
- 29 • A written statement of the matter reviewed at each conference, including the level of  
30 progress achieved by the employee, will be attached to the evaluation at issue.
- 31 • Regular conferences will continue until improvement is achieved or the matter is  
32 otherwise resolved. At least forty-eight (48) hours in advance, the employer must send a  
33 written copy of the performance evaluation to the employee.
- 34 • Employees, upon request, have the right to have a Union representative or other Union  
35 member present at such conferences.
- 36 • Employees may be required to sign the evaluation to signify receipt only, and such will  
37 be indicated on the evaluation form.
- 38 • The evaluator of record (signing the evaluation) shall be a District administrator.
- 39 • Evaluations shall not be used for disciplinary purposes or as a disciplinary tool.  
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**ARTICLE IV**  
**RIGHTS OF THE UNION**

**Section 4.1.**

Upon request of the grievant, the Union is entitled to have a representative at hearings conducted by any District official or body arising out of grievance and to make known the Union's views concerning the case.

**Section 4.2. New Employee Orientation.**

The District, as part of the general orientation of each new employee within the unit subject to this Agreement, shall provide such employee with a copy of this Agreement to be furnished to the District by the Union. The Union President or their appointed designee will be provided paid release time from their regularly scheduled workday, if applicable, to attend and present information at such employee orientation meetings.

The new employee orientation (NEO) will be scheduled regularly. The District will inform the Union with a minimum of five (5) working days' notice, when possible, before any District NEO and will provide an electronic list of expected participants. The District must allocate at least thirty (30) minutes for the Union to present information about the exclusive bargaining unit to new employees. Only designated Union representatives approved by the Union President or designee will be allowed to participate in the Union portion of NEO meetings and distribute materials for Union business. If there is no NEO scheduled, or a Union representative is unavailable to meet with a new employee, the District will provide the Union a thirty (30) minute session the Union will be allowed to schedule a time with the employee to present information about the Union.

**Section 4.3. Union Release Time.**

The President of the Union and designated representatives may be provided time off without loss of pay to a maximum of ten (10) days per year total to attend regional or State meetings when the purpose of those meetings is in the best interests of the District as determined by the District administration.

**Section 4.4.**

October 1<sup>st</sup> of each fiscal year, the District shall provide to each employee with their October payroll documentation each year the basis for the projected annual payroll including the projected regular workdays, projected holidays, projected vacation, and the identity of their immediate supervisor (District administrator), as well as the projected District insurance contribution.

**Section 4.5. PSE State Representative.**

Representatives of the Union, upon making their presence known to the District, shall have access to employees during lunch times and break times and during non-working hours, provided, that no conferences or meetings between employees and Union representatives will in any way hamper or obstruct the normal flow of work.

**Section 4.6. Bulletin Boards.**

The District shall provide a bulletin board space in an appropriate place in each building for the use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be signed by the Union official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Union of



pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

**Section 4.6.1. Removal of Bulletin Board Notices.**

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

**Section 4.7.**

Upon reasonable request, the Union President may be allowed to utilize in-District school mail for the sole purpose of notification(s) to members of the bargaining unit.

**Section 4.8. School Calendar.**

The District agrees to consult with the Union President or designee prior to any major changes in the school instructional calendar.

**Section 4.9. Leadership Team Stipend (SIT or BLT).**

Members of the bargaining unit serving on a School Improvement Team ("SIT"), and Building Leadership Team ("BLT"), beyond their regularly scheduled worktime shall each be paid five hundred dollars (\$500.00). The School Improvement Team ("SIT"), and the Building Leadership Team ("BLT") will include up to two (2) classified employees representing each school.

If any other bargaining unit is compensated more than three hundred (\$500.00) for serving on The School Improvement Team ("SIT") and the Building Leadership Team ("BLT"), the District will promptly adjust the compensation for this Bargaining Unit retroactively from the date the agreement of the other units becomes effective.

**Section 4.9.1.**

In the event another bargaining unit receives a School Improvement Team ("SIT") stipend in an amount greater than the PSE bargaining unit, the amount received by PSE members serving on the School Improvement Team ("SIT") shall be increased to such higher amount.

**Section 4.10. Professional Learning Committee (PLC).**

Employees in the bargaining unit who are selected to lead a Professional Learning Committee (PLC) for their designated buildings will receive a stipend of three hundred dollars (\$300.00). Participation in facilitation is voluntary, and employees have the option to decline facilitating at any point.

**Section 4.11. District Facility Use.**

The Union may use District buildings for meetings during nonworking hours as per District policy. The Union representative shall obtain approval from building administration prior to using such buildings. The Union shall have the right to use the District's standard office equipment. The Union shall reimburse the District pursuant to District policy and procedure for use of standard office equipment.

**Section 4.12. Interdistrict Mail.**

The Union may use the District's internal mail distribution system (hard copy and electronic, including email and voicemail) to circulate routine information to its members. Further, such distribution shall not violate U.S. postal regulations, nor shall it be used to avoid required postage costs. The Union shall not use the District mail system to distribute or obtain information regarding political candidates or



1 issues which are a part of any public election. Use of the District's email system will be in accordance  
2 with the District's policy and procedures for access to the network and use of electronic  
3 communications.  
4  
5  
6

## 7 **ARTICLE V**

### 9 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

#### 11 **Section 5.1.**

12 It is agreed and understood that matters appropriate for consultation and negotiation between the  
13 District and the Union are employee benefits, hours, wages, grievance procedures, working conditions,  
14 and/or changes in these subjects.  
15

#### 16 **Section 5.2.**

17 It is further recognized that this Agreement does not alter the responsibility of either party to meet with  
18 the other party to advise, discuss or consult regarding matters concerning working conditions not  
19 covered by this Agreement.  
20

#### 21 **Section 5.3. Creating New, Changing, or Elimination of Positions.**

22 If the District introduces a new position title or makes significant changes to the responsibilities of an  
23 existing position, the District agrees to engage in negotiations with the Union to determine the  
24 appropriate hourly pay rates and general duties.  
25

26 If the District decides to eliminate a position, it will involve the Union in discussions to reach an  
27 agreement and negotiate the impact of distributing the job duties among the remaining classified staff.  
28

29 If a position has remained unfilled for a period of two (2) years due to the District's decision to not post  
30 the position, the Union and the District will convene a meeting to deliberate on the discontinuation or  
31 continuation of the position.  
32

#### 33 **Section 5.4. Negotiations/Release Time.**

34 Employees designated by the Union shall be allowed paid release time to participate in collective  
35 bargaining with the District when bargaining sessions are mutually scheduled during working hours.  
36  
37  
38

## 39 **ARTICLE VI**

### 41 **UNION REPRESENTATION**

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

44 The Union representatives shall represent the Union and employees in meeting with officials of the  
45 District to discuss appropriate matters of mutual interest. They may receive and investigate to  
46 conclusion complaints or grievances of employees and thereafter advise employees of rights and  
47 procedures outlined in this Agreement and applicable regulations or directives for resolving the  
48 grievances or complaints.

1 **Section 6.2.**

2 The Union will designate a Labor-Management Committee of up to five (5) members who will meet  
3 with the Superintendent of the District and/or the Superintendent's representatives on a mutually  
4 agreeable regular basis to discuss appropriate matters.

5  
6 **Section 6.2.1. Mentorship Program.**

7 The Union and the District agree to meet using the Labor-Management Process outlined in  
8 Section 6.2 to address the creation of a Mentorship program for new classified employees,  
9 including substitutes as well as current employees. The Union and the District will work  
10 together to create a proposal for a mentorship program by March 1, 2022 to be implemented in  
11 the 2022-23 school year.

12  
13 **Section 6.3. Union Release Time.**

14 Union officers and representatives shall be excused with no loss of pay to attend District requested  
15 meetings, hearings, and disciplinary actions when they cannot be scheduled outside the employee's  
16 normal work hours.

17  
18  
19  
20 **ARTICLE VII**

21  
22 **HOURS OF WORK AND OVERTIME**

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24 **Section 7.1. Work Week.**

25 This section shall not prevent the District from assigning an employee to work less than five (5) days  
26 per work week.

27  
28 **Section 7.2. Work Schedule.**

29 Each employee shall be assigned to a definite and regular schedule and workweek, which may be  
30 changed without prior notice to the employee in emergencies and otherwise, with prior notice the  
31 preceding day.

32  
33 **Section 7.2.1. Breaks and Lunches.**

34 Each employee shall be allowed a paid fifteen (15) minute rest period for each four (4) hours  
35 worked, scheduled as near the middle of the four (4) hour period as possible. Each employee  
36 shall be allowed an unpaid (only if uninterrupted and if no duties are required to be performed)  
37 meal break of thirty (30) to sixty (60) minutes for every five (5) hours worked, to be scheduled  
38 as near the middle of the shift as possible. "Split shifts" which are separated by less than fifteen  
39 (15) consecutive minutes shall be considered a contiguous shift for the purposes of calculating  
40 break and meal periods under the terms of this section. Additionally, "passing time," unless it is  
41 of a duration of fifteen (15) minutes or longer, cannot be considered a "rest period" or fractional  
42 part thereof.

43  
44 **Section 7.2.1.1.**

45 Employees who are required to perform duties during their meal break period will be  
46 provided an unpaid meal break period at a time agreed upon by the employee and the  
47 supervisor. In the event that the District requires an employee to forego a meal break

period and the employee works the entire shift without the required meal break period, then the employee will be compensated for the foregone meal break period.

### **Section 7.3. Overtime.**

For all hours worked in excess of forty (40) per week, an employee shall be compensated one and one-half times their regular hourly rate.

### **Section 7.4. Call Back.**

Any call back to work noncontiguous with the regular shift shall be for a minimum of one (1) hour.

### **Section 7.5. Unusual School Closure.**

In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the District will attempt to notify each employee. The notification will be in the form of an automated call. If an employee's workday is of less time than regularly scheduled due a delay or early closure, the employee shall have one (1) of the following four (4) options:

- a. The supervisor and the employee will mutually schedule the unworked hours;
- b. The employee may request debiting his/her personal leave;
- c. The employee may accept a deduction of pay for the unworked hours and
- d. The employee may use emergency leave.

If the employee does not select one (1) of the above options, by submitting a completed Rescheduling Workday Form to the Payroll Coordinator within three (3) business days, emergency leave "option d" will be used to cover the unworked time; provided, however, those employees with insufficient accumulated sick leave will receive a deduction of pay "option c" for the unworked hours.

#### **Section 7.5.1. School Calendar Adjustment.**

In the event that the regular calendar year is modified or adjusted due to unforeseen school closures (i.e. snow days, power outages, inclement weather etc.), employee's whose PSE Annual Notification exceeds 181 days will be modified to reflect the updated end date determined by their remaining work days and include any additional holiday, potentially encompassed by their remaining work days. Employees will also be appropriately compensated for any additional holiday according to Section 8.1 of the Collective Bargaining Agreement. The District will provide written documentation through TalentEd Records by May 15th of the current school year of such modification to work days and pay. The written documentation will be acknowledged by the supervisor and employee.

### **Section 7.6.**

If a regular employee, who currently holds a staffing position in the District, is requested to work in a position normally filled by a higher classification and fulfill the regular duties of that higher classification, said employee shall receive the higher rate of pay at their step level. If a regular employee is requested to work in a position normally filled by a lower classification, said employee shall receive their own higher rate of pay, subject to Section 15.12 of the Agreement.

### **Section 7.7. Compensatory Time Off.**

#### **Compensatory Time – Overtime Hours.**

An employee may, at his/her option, request compensatory time off in lieu of overtime compensation or for hours worked in addition to their regularly scheduled shift.

- Compensatory time, if granted, may be accrued; provided, however, that records shall be maintained and there must be a reasonable expectation that the employee will be provided with an opportunity to expend the accrued time.
- Compensatory time in lieu of overtime as provided in this Article shall be accrued at the rate of one and one-half (1½) hours for each one and one-half (1 ½) hour worked.
- No employee may work overtime without the prior approval of their supervisor in writing.

Employees who accrue compensatory time have thirty (30) days to use the accrued time. Any accrued but unused compensatory time shall be cashed out by the end of the following pay period.

### **Section 7.8. Classified Staff Development.**

Classified employees shall not experience a reduction in pay when the school calendar calls for an early dismissal or late start for the purpose of staff training. On these days, classified employees are to remain on the job for their regular number of hours and pay. They are to participate in training unless otherwise excused by their supervisor.

Classified employees shall not experience a reduction in pay during parent-teacher conferences. On these days, classified employees are to remain on the job working and to the extent possible, participate in or otherwise support the parent-teacher conferences.

Classified “school year only” employees will work a full day and be paid for a full day on the day before Thanksgiving break, day before Christmas break and the last day of the school year.

#### **Section 7.8.1.**

The District will designate two (2) days specifically for required trainings. During these designated training days, employees will not perform their regular work duties.

#### **Section 7.8.2.**

The District will make available \$200 for each classified employee for District approved Training and Professional Development for bargaining unit employees. Bargaining unit employees shall request to attend professional development with approval from their immediate supervisor through the District's Professional Development-Travel Request Form. The District further agrees to meet and consult during the budget development process to establish guidelines and priorities for such training and professional development, which may include a tuition reimbursement program.

### **Section 7.9. Duties Performed Outside of Bargaining Unit.**

In the event an employee performs duties as a District employee outside the bargaining unit, e.g., emergency substitute teacher, on a temporary basis all fringe benefits contained in this Agreement shall continue uninterrupted.

Employees who assume responsibility for a classroom in the absence of a certified classroom teacher on any given day will receive an additional payment of thirty dollars (\$30.00) per day to fill the substitute teacher positions.

The procedure for assigning paraeducators as emergency substitute teachers is as follows:

The principal of each building will create a list of paraeducators who volunteer and express interest in filling substitute teacher roles. This list will be created initially in September and shall be updated as the year progresses to add or remove employees at their request. If the District is unable to find a certified substitute teacher or when no certified substitute is available, the District may request a paraeducator from the list based on their seniority to temporarily fill the vacant certified position for that day.

Employees have the right to decline the certified substitute position at any time and remain on the list. Employees shall be able to do so without fear of retaliation or retribution.

**Section 7.10. Reduction in Time.**

A reduction in thirty (30) or more minutes a day of regular hours of employment, during any eighteen (18) month period, or a reduction below four (4) hours a day, shall be addressed in the same manner as a layoff pursuant to Section 10.9.

## ARTICLE VIII

### HOLIDAYS AND VACATIONS

**Section 8.1. Holidays.**

All eligible employees in the unit shall receive the following paid holidays which fall within their work year:

- |                           |                                  |
|---------------------------|----------------------------------|
| 1. New Year's Day         | 8. Veterans Day                  |
| 2. Martin Luther King Day | 9. Thanksgiving Day              |
| 3. Presidents' Day        | 10. Native American Heritage Day |
| 4. Memorial Day           | 11. Day before Christmas         |
| 5. Juneteenth             | 12. Christmas Day                |
| 6. Fourth of July         | 13. Day after Christmas Day      |
| 7. Labor Day              | (for all 12-month employees)     |

**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 who are on the active payroll on the holiday and have worked either their last scheduled shift preceding the holiday and/or their first scheduled shift succeeding the holiday, or are on paid leave for such days, shall be eligible for pay for such unworked holiday.

**Section 8.1.2. Worked Holidays.**

Employees who are required to work on the above described holidays shall receive twice their standard rate for all hours worked on such holidays.

**Section 8.1.3.**

Should a holiday occur while an employee is on vacation, that day will not be counted against their vacation leave.

#### **Section 8.1.4. Holiday Observance.**

Holidays listed above will be observed pursuant to state law. Unless the law is later changed, this means that if a holiday falls on a Sunday, Monday will be the holiday; if a holiday falls on a Saturday, Friday will be the holiday.

#### **Section 8.2. Vacation Formula.**

Actual Hours Worked In Assignment = Percent of Full-Time  
2,080 Hours (260 Days x 8)

	<u>Year</u>	
9 Month	1	= 5 days (5 days x 8 hours x % = Vacation hours earned)
12 Month	1	= 10 days (10 days x 8 hours x % = Vacation hours earned)
	2	= 10 days (same as above)
	3	= 11 days (11 days x 8 hours x % = Vacation hours earned)
	4	= 12 days (12 days, etc)
	5	= 13 days (13 days, etc)
	6	= 14 days (14 days, etc)
	7	= 15 days (15 days, etc)
	8	= 16 days (16 days, etc)
	9	= 17 days (17 days, etc)
	10	= 18 days (18 days, etc)
	11	= 19 days (19 days, etc)
	12	= 20 days (20 days, etc)

#### **Section 8.2.1. Vacation Scheduling.**

Scheduling of vacations is for 260-day employees only, and will require approval of the immediate supervisor. Vacations shall be scheduled at the request of the employee, with administrator approval, unless such vacation adversely disrupts the normal activities of the District. Such judgment of the school administration shall not be unreasonably exercised. All requests for vacation must be received by the immediate supervisor at least two (2) weeks in advance if five (5) days or more are intended to be used; if less than five (5) days are intended to be used, such request must be received at least five (5) days in advance unless there is an emergency situation. If the employee has been denied two (2) vacation requests in a row by the immediate supervisor, and believe they have been unreasonably denied, he/she may file a grievance to that effect at Step Two. Any such grievance will be responded to at Step Two within five (5) days of being filed.

##### **Section 8.2.1.1.**

Payment for vacation for less than twelve (12) month contracted employees shall be made in twelve (12) month equal installments beginning in September of each year, in lieu of time off. Payment for vacation for less than twelve (12) month timesheet employees shall be made in one (1) installment in July, in lieu of time off.

##### **Section 8.2.1.2.**

Payment for vacation for less than twelve (12) month employees utilizing unpaid leave will be adjusted monthly based on actual hours worked.



1       **Section 8.2.2. Use of Vacation Days.**

2       It is the intention that all annual vacation days for two hundred sixty (260) day employees shall  
3       be used during each work year (September through August 31). If an employee's request for  
4       vacation leave is denied by the employer, and the employee is close to the maximum vacation  
5       leave (thirty days), the employer must grant an extension for each month that the employer  
6       defers the employee's request for vacation leave. The employer must maintain a statement of  
7       necessity justifying the extension.

8  
9       Each full time two hundred sixty (260) day employee shall be allowed to accumulate unused  
10      vacation days not to exceed thirty-five days (accumulated and earned). Vacation balances shall  
11      be calculated and front loaded at the beginning of the work year (September 1<sup>st</sup>). Any unused  
12      vacation time (accrued and earned) that exceeds thirty-five days will be forfeited at the end of  
13      the work year (August 31<sup>st</sup>), except as provided herein.

14  
15  
16  
17                                   **ARTICLE IX**

18  
19                   **SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE**

20  
21       **Section 9.1. Leave For Illness, Injury And Emergency.**

22      The District shall grant each full-time, twelve (12) month employee, twelve (12) sick leave days  
23      annually. Employees who work less than twelve (12) months shall be prorated on the basis of one (1)  
24      day sick leave (work day) per month employed. Employees who are scheduled to work in at least nine  
25      (9) months shall be credited with no less than ten (10) sick leave days annually. Whenever an  
26      employee works eleven (11) or more days in any one calendar month, he/she shall receive sick leave  
27      credit for the entire month. Each employee's portion of unused sick leave allowance shall accumulate  
28      from year to year to a maximum of one hundred eighty (180) days. The District shall project the  
29      number of annual days of sick leave at the beginning of the fiscal school year (September 1), according  
30      to the estimated calendar months the employee is to work during that year. The employee shall be  
31      entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave  
32      benefits shall be paid on an hourly rate basis applicable to the employee's normal daily work shift;  
33      provided, however, that should an employee's normal daily work shift increase or decrease subsequent  
34      to an accumulation of sick leave days, sick leave benefits will be paid in accordance with his normal  
35      work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an  
36      hourly rather than a daily basis. Further, in the event of an increase or decrease in an employee's  
37      normal daily work shift, the rate of sick leave accumulation will be adjusted accordingly effective with  
38      the first day of any increase/decrease in the daily work shift.

39  
40       **Section 9.1.1. Absence for Illness.**

41      Absence caused by personal illness, injury, doctor/dental/optical appointments, poor health,  
42      maternity/paternity, quarantine, or other disability is covered by the Sick Leave provisions.  
43      Sick leave can also be used for immediate family (spouse, child or legal dependent under the  
44      age of eighteen) illness, injury, or doctor/dental/optical appointments. It is the expectation that  
45      employees will schedule routine medical/dental/optical appointments during non-work time.  
46      However, when this is not reasonably possible, employees may use accrued sick leave during  
47      work time.



**Section 9.1.1.1. Medical Appointments.**

Employees that have scheduled doctor, dental and/or optical appointments shall make every reasonable effort to notify their immediate supervisor and “sub-online system” (if applicable) at least 72 hours prior to the scheduled appointment, if possible. A verification of an employee’s illness or injury must be certified by a physician’s note in the event of an absence of more than five (5) consecutive days, if such verification is requested by the administrator.

**Section 9.1.2. Absence for Emergency.**

Emergency leave shall be granted and deducted from sick leave accumulation with the approval of the superintendent under the following conditions:

- A. The problem must be suddenly precipitated and of such a nature that preplanning is not possible or where preplanning cannot relieve the necessity of the employee's absence;
- B. The problem cannot be one of minor importance or of inconvenience, but must be serious;
- C. Emergency leave shall apply in the case of serious illness in the immediate family to include spouse, child, parent, sister, brother, sibling, grandparent, grandchild, step-parent, parent-in-law, foster child, step-child, step-sister, step-brother. Child means a biological, adopted, foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. Parent means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
- D. Weddings and Graduations, if personal leave has been used.

**Section 9.1.3. Sick Leave Cashout.**

**A. Annual**

Employees are allowed to cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can elect to cash out their unused sick leave days in January, to be paid in the February payroll of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.

**B. Retirement**

At the time of separation from District employment, an eligible employee as defined by RCW 28A.400.210(2) or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury.

- C. No later than June 1 of each year employees will notify the District of their intention to take sick leave cashout. Such notification is not binding, but employees are encouraged to be as candid as possible in order to assist the District in its budget-making process.

**Section 9.1.4. Industrial Insurance.**

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 9.2. Bereavement Leave.**

For the purpose of this Section, family will be defined as spouse, fiancé, parent, step-parent, foster-parent, sibling, step-sibling, foster-sibling, child, step-child, foster-child, grandparents, grandchildren, aunt, uncle, niece, nephew, cousin and/or one who lives in the immediate household. If the absence is due to a death of a family member, corresponding in-laws will be added to the definition of family.

- A. Employees will be granted, as needed, up to five (5) days of regular pay for absences due to the death of a family member. Absences due to death will be available on a per occurrence basis.
- B. Such leave will not be accumulative nor will it be reduced from the employee's total accumulated sick leave.
- C. Additional leave may be granted at the discretion of the superintendent as emergency leave.
- D. Bereavement leave for a friend or relation not mentioned above will be granted per occurrence at the discretion of the superintendent; however, employees shall be entitled to one (1) day per occurrence notwithstanding.

### **Section 9.3. Sick Leave Transfer.**

Employees accrued illness, injury and emergency leave while employed by another public school district in the State of Washington, shall be given credit for such accrued illness, injury and emergency leave upon employment by the District.

### **Section 9.4. Judicial Leave.**

In the event an employee is summoned to serve as a juror, 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 service shall be deducted from the employee's net pay. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. Any mileage, meals, or hotel reimbursement will be retained by the employee. Jury leave is not deducted from sick leave or personal leave.

Compensation for subpoena leave shall also be likewise granted.

The employee is required to supply the District with official documentation of the specific dates and time of judicial leave and any compensation provided by the court as a juror.

In the event that an employee is a party in a court action, such employee may request an unpaid leave of absence, or take a paid personal leave day.

### **Section 9.5. Judicial Leave.**

In the event an employee is summoned to appear as a witness in court, or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. In the event that an employee is a party in a court action, such employee may request a leave of absence without pay. Judicial leave is not deducted from sick leave or personal leave.

**Section 9.6. Leave Of Absence.**

**Section 9.6.1. Application.**

Employees requesting a leave of absence will apply through their immediate supervisor who shall make a recommendation to the superintendent. The superintendent will make a recommendation to the Board. The Board will make the final determination.

**Section 9.6.2. Duration.**

Upon Board approval, an employee may be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted.

**Section 9.6.3. Retention of Leaves.**

The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for serving in the US Military/Homeland Security or for extended illness or injury, seniority shall accrue.

**Section 9.6.4. Employment During Leave.**

If employees accept other employment while on leave of absence, they must get the prior approval of the District or forfeit all re-employment rights.

**Section 9.6.5. Return to Work.**

An employee on a leave of absence will return to the District to the position previously held or a position with comparable wages, hours, and working conditions, at the District's discretion, provided notice of intent to return has been received by the District. Placement following a leave of absence shall be consistent with the employee's seniority and subject to layoffs that may have occurred during the employee's leave. Notice of intent to return from leave must be received by February 15<sup>th</sup> of the school year prior to his/her intended return.

**Section 9.7. Personal Leave.**

Each employee is entitled to two (2) personal leave days with pay with the following restrictions:

- A. Employees may use personal leave for any purpose; however, such leave must be taken before requesting emergency leave, which may be granted at the superintendent's discretion. Employees may not be compensated by another employer on a personal leave day.
- B. The personal leave shall be with pay.
- C. Leave is contingent upon the approval of the immediate supervisor and on the availability of substitutes. Personal leave will be requested in writing by using the District's official Leave Form within five (5) days.
- D. Personal leave may be accumulated up to four (4) days. At the end of each year, personal leave days in excess of two (2) days will be paid to the employee at the employee's daily rate of pay. The District will give written notice to the employee at the end of each school year of any upcoming loss of personal leave days.
- E. Any new employee hired into the District after February 1<sup>st</sup>, receives one (1) day of personal leave.
- F. Personal Leave is not deducted from sick leave.

1 **Section 9.8. Leave Sharing.**

2 The District shall implement a leave sharing program pursuant to RCW 28A.400.380 which considers  
3 the donating and receiving of leave on an individual employee basis.  
4

5 **Section 9.9. Military Leave.**

6 Any employee who is called to active duty in any organized reserve or Armed Forces of the United  
7 States (including the Army, Navy, Air Force, Marines, Coast Guard or National Guard) shall be  
8 granted a leave of absence from their position with the District for the period prescribed in their orders.  
9 Employees so called to active duty shall retain accrued seniority and benefits, but shall not continue to  
10 accrue seniority or benefits while on such leave. An employee returning from such leave shall be  
11 returned to the position previously held or a position with equal wages, hours and benefits to their  
12 previously held position, at the District's discretion.  
13

14 **Section 9.10. Unpaid Leave.**

15 Unpaid leave for up to a single day at a time may be granted an employee for personal reasons at the  
16 discretion of the Superintendent.  
17

18 **Section 9.11. Assault Leave.**

- 19
- 20 A. Any assault and battery upon an employee while acting within the scope of his or her  
21 employment shall be reported promptly to the employee's immediate supervisor.  
22
- 23 B. Whenever an employee is absent from employment and unable to perform his or her duties as a  
24 result of personal injuries sustained due to an assault and battery as defined in A above, the  
25 employee will be paid full salary for the period of absence, up to one (1) year from date of  
26 injury, less the amount of any Workers' Compensation award or benefits. No part of such  
27 absence will be charged to the annual or accumulated sick leave.  
28

29 **Section 9.12. Paid Family Medical Leave (PFML).**

30 Starting September 1, 2021, all employees will be eligible for Paid Family Medical Leave if they have  
31 worked for 820 hours or more in the qualifying period prior to a qualifying event. The benefit cannot  
32 be taken without a "qualifying event." The employee must apply for PFML through The Employment  
33 Security Department (ESD). For this section (7), the term "ESD" stands for "The Employment  
34 Security Department." All provisions of this section will be implemented and administered consistent  
35 with the provision of Title 50A RCW and corresponding administrative rules.  
36

37 **Qualifying Events/Eligibility/Benefits:**

- 38 A. Up to twelve (12) weeks of paid leave per year to care for yourself or your family:
- 39 1. Family Leave
- 40 a. Care and bond after a baby's birth, or the placement of a child younger than 18 years old.
- 41 b. Care for a family member experiencing an illness, or medical event
- 42 c. Certain military-connected events
- 43 2. Medical Leave
- 44 a. Care for yourself in relation to an illness or medical event
- 45 3. Additional Benefits
- 46 a. Total of up to eighteen (18) weeks for a serious health condition during pregnancy
- 47 b. Total of up to sixteen (16) weeks for multiple health events in a year.  
48

- B. The District will post and keep posted, in conspicuous places where notices to employees and applicants for employment are customarily posted, an approved notice, setting forth excerpts from, or summaries of, the pertinent provisions of Title 50A RCW and information pertaining to the filing of a complaint.
- C. Whenever an employee who is qualified for benefits under Title 50A RCW is absent from work to provide family leave, or takes medical leave for more than seven consecutive days, the District will provide the employee with a written statement of the employee's rights under Title 50A RCW in a form prescribed by the state. The statement must be provided to the employee within five business days after the employee's seventh consecutive day of absence due to family or medical leave, or within five business days after the employer has received notice that the employee's absence is due to family or medical leave, whichever is later.
- D. Employees who have accrued sick leave may choose whether (a) to use sick leave; or (b) not use sick leave and instead receive paid family and medical leave benefits. In the event that a qualifying employee has exhausted their PFML leave, they may supplement by using their available accrued leave.
- E. PFML is in addition to leave from employment where benefits are paid for Unemployment, or Worker's compensation and any employee receiving such benefits is disqualified from receiving PFML benefits in the same week (RCW 50A.04.240). PFML is also in addition to pregnancy/childbirth disability leave (RCW 50A.04.250).
- F. The twelve (12) week benefit period will be defined as sixty (60) work days, exclusive of weekends, holidays, and school breaks.

## ARTICLE X

### PROBATION, SENIORITY AND LAYOFF PROCEDURES

#### **Section 10.1. Seniority.**

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" (adjusted for leave of absence as per Section 9.5.3)] unless such seniority shall be lost as hereinafter provided.

##### **Section 10.1.1. Tie-Breakers.**

In the event that more than one employee has the same hire date, then seniority order shall be established permanently by the following criteria: the employee with the earliest application date shall be considered the most senior; or, if more than one employee has the same hire date and the same application date, the employees shall be placed on the seniority list in alphabetical order.

#### **Section 10.2. Probationary Status.**

Each new hire shall remain in a probationary status for a period of not more than ninety (90) working days following the hire date. During this probationary period the District may discharge such employee at its discretion.

1 **Section 10.3. Completion of Probation.**

2 Upon completion of the probationary period, the employee will be subject to all rights and duties  
3 contained in this Agreement retroactive to the hire date.  
4

5 **Section 10.4. Loss of Seniority Rights.**

6 The seniority rights of an employee shall be lost for the following reasons:  
7

- 8 A. Resignation;  
9 B. Discharge for justifiable cause;  
10 C. Retirement; or  
11 D. Change in general job classification, as hereinafter provided.  
12

13 **Section 10.5. Protected Seniority Rights.**

14 Seniority rights shall not be lost for the following reasons, without limitation:  
15

- 16 A. Time lost by reason of industrial accident, industrial illness or judicial leave;  
17 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United  
18 States;  
19 C. Time spent on other authorized leave; except as provided in Section 9.5.3; or  
20 D. Time spent in layoff status as hereinafter provided.  
21

22 **Section 10.6. Seniority by Job Classification.**

23 Seniority rights shall be effective within each general job classification, except as specified in Section  
24 10.7.1. As used in this Agreement, general job classifications are those set forth in Article I, Section  
25 1.4.  
26

27 **Section 10.6.1. Seniority List.**

28 By November 1<sup>st</sup> of each year, the District will distribute to all employees in the Union, a  
29 seniority list ranking each employee from greatest to least seniority within each general job  
30 classification in the bargaining unit.  
31

32 **Section 10.6.2. Request of the Seniority List.**

33 Any staff member may, in writing, and within five (5) days of receipt of the list, file with the  
34 superintendent his/her objection to the seniority order. The employee may request consideration  
35 for the modification of the seniority order based on the information in the District's possession.  
36 Employee must include in the request a full statement as to the facts on which the employee  
37 contends the list should be modified. If the superintendent rejects the employee's request for  
38 modification of the list, the superintendent will do so in writing, and provide the employee and  
39 the Union with copies thereof.  
40

41 **Section 10.7. Preferential Rights.**

42 The employee with the earliest hire date, (adjusted for leave of absence as per Section 9.5.3), shall  
43 have preferential rights regarding assignment to new or open jobs or positions, hours of employment  
44 not constituting a layoff as defined in Section 10.9 of the Agreement, and layoffs (as hereinafter  
45 provided), when ability, performance, and reasonable qualifications are substantially equal with junior  
46 employee and/or non-employee applicant. If the District determines that seniority rights should not  
47 govern because a junior employee and/or non-employee applicant possesses ability, performance, or  
48 reasonable qualifications substantially greater than a senior employee or senior employees, the District



shall set forth in writing to the employee or employees and the Union's Grievance Committee chairperson its reasons why the senior employee or employees have been bypassed.

**Section 10.7.1. Minimum Qualifications.**

If an employee meets the minimum qualifications, the employee applicant with the earliest hire date shall have preferential rights to be assigned to a new or open position in the Specialist general job classification. If the District determines that seniority rights should not govern because a junior employee and/or non-employee applicant possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the organization's grievance committee chair its reasons why the senior employee or employees have been bypassed.

**Section 10.8. Open Positions.**

The District shall publicize within the bargaining unit, for five (5) full business days, the availability of bargaining unit open positions as soon as possible after the District becomes aware of the opening. A copy of the job posting shall be forwarded to the Union members by email, even if the position is posted during the summer.

During the summer break, specifically between the last day of the previous school year and the first day of the following school year, advertising for positions will be done simultaneously, in district and externally.

**Section 10.8.1. Substitute and Temporary Positions.**

Substitute and Temporary positions which last longer than thirty (30) consecutive work days or are projected to last longer than thirty (30) consecutive work days shall be posted as a regular position, unless such positions are being filled due to the absence of an employee on approved leave, or time loss. This limit may also be extended by mutual consent of the parties.

**Section 10.9. Layoff Procedures.**

In the event of layoff, reduction of one (1) or more hour per day during any eighteen (18) month period or any reduction in hours of employment that reduces the District insurance contribution pursuant to Section 12.1.2 of the Agreement, the following procedure shall apply:

- A. Layoffs will be in order of seniority date in a general job classification, as enumerated in Section 1.4, and these dates will be calculated as described below;
- B. A seniority list for layoff purposes shall be drawn up for each general job classification according to the criteria below;
- C. For employees who have worked in only one (1) classification, their seniority date shall be their District hire date;
- D. Employees who have worked in more than one (1) general job classification shall be placed on the layoff seniority list for the last two (2) general job classifications in which they have worked at least one (1) calendar year. An employee's seniority date for any classification shall be the date they began work in that general job classification. If an employee is laid off from their current general job classification and they have seniority in a previously held general job classification, they shall have the right to displace ("bump") any employee who is below them on the list for the previous general job classification, provided they are qualified to perform the work and further provided that they may not displace an employee in a position with higher annual compensation.



E. The District may not lay off a senior employee before a junior employee in any general job classification unless the junior employee performs a job for which no senior employee in the general job classification is qualified to perform. Should this occur, the District must inform the Union President in writing the name and position of the junior employee and the rationale for retaining him or her out of seniority order.

**Section 10.9.1. Reemployment List.**

In the event of a layoff, employees so affected are to be placed on a reemployment list maintained by the District according to general job classification seniority date. There shall be a separate list for each general job classification. Such employees are to have priority in filling an opening in any general job classification which they are on the seniority layoff list for, provided they are qualified to perform the work for the available position. Names shall remain on the reemployment list(s) for twenty-four (24) months.

**Section 10.9.2. Personal Information.**

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

**Section 10.9.3. Forfeiture of Reemployment.**

An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not comply with the requirements of Section 10.9.2, or if the employee does not respond to the offer of reemployment within three (3) days if communicated orally or seven (7) days if written.

**Section 10.9.4. Rejection of Reemployment.**

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

**Section 10.9.5. Reemployment Opportunity Timeline.**

The District shall make every effort to notify less than twelve (12) month employees of re-employment opportunity by June 10th of the current school year.

## ARTICLE XI

### DISCIPLINE AND DISCHARGE OF EMPLOYEES

**Section 11.1. Just Cause.**

The District shall have the right to discipline an employee by oral warnings, written reprimands, suspensions without pay, or discharge for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.

**Section 11.2. Two Week Notice.**

Except in extraordinary cases, the District will give an employee two (2) weeks notice of intention to dismiss. The District will expect the employee to give two (2) weeks notice in case of resignation.

1 **Section 11.3.**

2 Nothing contained herein shall be construed to prevent the District from immediately discharging an  
3 employee for justifiable cause in extraordinary cases.  
4

5 **Section 11.4. Right to Inform.**

6 An employee has the right to be informed of allegations against him/her within seven (7) working days  
7 of the making thereof and employees shall receive advanced notice to the extend reasonably possible,  
8 at the discretion of the immediate supervisor, of investigatory interviews in which the employee is  
9 questioned regarding circumstances that could reasonably lead to employee discipline.  
10

11 **Section 11.5. Union Representation.**

12 An employee shall be entitled to have a representative of the union present during any meeting which  
13 might reasonably be expected to lead to disciplinary action, and/or at any meeting in which discipline  
14 is imposed. The District, acting through a supervisor, shall advise an employee when there is  
15 knowledge that disciplinary action will or may take place. When a request for such representation is  
16 made, no meeting shall continue, nor shall any action be taken with respect to the employee, until such  
17 representative of the Union has reasonable opportunity to be present. In no event, however shall the  
18 meeting be delayed more than three (3) work days to accommodate such representation.  
19

20 **Section 11.6. Retaliation.**

21 The District will refrain from seeking revenge or retribution against any employee or employee group.  
22

23 Retaliation is the act of an employer (through a manager, supervisor, or administrator) terminating an  
24 employee, assigning them to duties that they would not normally be assigned to, or issuing other  
25 unfavorable actions as outlined by the Department of Labor, in response to the employee reporting  
26 information about another employee.  
27

28 An unfavorable action refers to any action that could discourage an employee from reporting a  
29 potential violation or participating in other protected activities. "Retaliation" encompasses any  
30 unjustified, negative alteration in an employee's employment status, terms, or conditions, including  
31 threats or endeavors to do so.  
32  
33  
34

35 **ARTICLE XII**

36 **INSURANCE AND RETIREMENT**

37  
38  
39 **Section 12.1. SEBB.**

40 Effective January 1, 2020, eligible employees will receive medical and non-medical benefits through the  
41 School Employees Benefits Board (SEBB) in accordance with state law and regulations. Employees  
42 eligible for SEBB benefits are those employees who work a minimum of six hundred thirty (630) hours  
43 per year, or any subsequently-established minimum for SEBB benefits, whichever is less. The District  
44 and the Association will work together to notify employees of open enrollment dates in advance of such  
45 dates.  
46

47 The Employer will deduct from the employee's monthly salary the amount necessary to pay the  
48 employees' chosen SEBB premiums due.

1 A school employee who begins work between September 1st and the first day of school, benefits begin the  
2 first day of work for the new school year.

3  
4 A school employee who begins work or gains eligibility at any other time of the year, coverage begins the  
5 first day of the month following the date the school employee becomes eligible.

6  
7 **Section 12.2. Hours of Consideration.**

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

11  
12 **Section 12.3. Workmen's Compensation (L&I).**

13 The District will pay insurance benefits when an employee is absent due to an industrial accident  
14 covered by Workmens' Compensation (L&I) for a maximum of sixty (60) calendar days or two (2) pay  
15 periods, whichever comes first, after all leave (sick, emergency, business, etc.) and accumulated  
16 vacation benefits have been exhausted. Beyond that, employees are afforded the option of continuing  
17 insurance coverage at their own expense for up to eighteen (18) months.

18  
19 **Section 12.4. Final Paycheck.**

20  
21 **June Separation with One Final Paycheck in August**

22  
23 An employee who resigns his/her position effective June 30 will receive July and August paychecks:

- 24 1. The SEBB Program will discontinue the employee's insurance coverage after June 30
- 25 2. The District will report a June 30 separation date to the SEBB Program through normal
- 26 reporting procedures.
- 27 3. The employee's retirement date will be July 1 at the earliest (there is no service credit for July
- 28 and August).
- 29 4. The District will report the June 30 separation date to the Department of Retirement System in
- 30 the September transmittal.

31  
32 **August Separation with One Final Paycheck in August**

33  
34 An employee who resigns his/her position effective August 31 will receive his/her last paycheck in the  
35 same month:

- 36 1. The employee will have health insurance coverage through the SEBB Program in July and
- 37 August.
- 38 2. The District will report an August 31 separation date to the SEBB Program through normal
- 39 reporting procedures.
- 40 3. The employee's retirement date will be September 1 at the earliest.
- 41 4. The District will report the August 31 separation date to the Department of Retirement System
- 42 with the August transmittal.

## ARTICLE XIII

### UNION MEMBERSHIP AND CHECKOFF

#### **Section 13.1. Maintenance of Membership.**

Each employee subject to this agreement, who, on the effective date of this agreement, is a member of the Association in good standing shall, maintain membership in the Association in good standing unless membership is revoked through contact with the Association in writing.

#### **Section 13.2. New Hire Lists.**

The District will provide the Union State Office ([membership@pseofwa.org](mailto:membership@pseofwa.org)) and the Union President with a digital copy of the following specified information for all newly hired employees, including substitutes and temporary staff eligible for Union Membership listed on Schedule A of this Agreement, within twenty-one (21) days of their hire date.

- Employee's name
- Date of hire
- Employee's contact information to include:
  - i. Personal mailing address, personal phone number, work and personal email address
- Job title, job classification, salary, or rate of pay, and worksite location

#### **Section 13.3. Dues Deduction.**

The District shall deduct PSE dues, service charges or voluntary political contributions as provided in Section 13.9 from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington / SEIU 1948 on a monthly basis.

#### **Section 13.4. Local/Chapter Dues.**

The District shall deduct PSE local Chapter dues separately and remit such funds directly to the local Chapter Treasurer on a monthly basis, or within thirty (30) days of the deduction of the dues.

#### **Section 13.5. Monthly Dues Remittance.**

The District shall submit a monthly report no later than the first business day of the week after the payroll has processed (to accompany the monthly transmission of dues to PSE) to [membership@pseofwa.org](mailto:membership@pseofwa.org), the Chapter President, and the Chapter Treasurer listing the name, and amount of PSE dues deducted for each bargaining unit employee.

In the monthly report, the District will inform the [Membership@pseofwa.org](mailto:Membership@pseofwa.org) and the Chapter President of any new hires, resignations/terminations, leaves of absence (LOA) with specific LOA dates, changes in job location, and a roster of substitute employees eligible for benefits with their start date, last date worked, and total cumulative days worked in the past twelve (12) months.

##### **Section 13.5.1. ACH.**

The District agrees to submit monthly dues remittance via Automated Clearing House (ACH) monthly.

1 **Section 13.6. COPE.**

2 The District shall, upon receipt of a written authorization form that conforms to legal requirement,  
3 deduct from the pay of such bargaining unit employee, the amount of contribution the employee  
4 voluntarily chooses for deduction for political purposes to the Committee on Political Empowerment  
5 (COPE) and shall transmit the same to the Union on a check separate from the Union dues transmittal  
6 check.

7  
8 **Section 13.7. Hold Harmless.**

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

11  
12 **Section 13.8. Bargaining Unit Lists.**

13 On or before the first business day of October, February, and June of each year during the term of this  
14 Agreement, the District shall provide the Union membership@pseofwa.org and the Chapter President  
15 with the most up to date information regarding each employee in the bargaining unit. Such information  
16 shall include employee's full name, date of hire, cell phone number, home phone number, work  
17 number, personal email address, work email address, mailing address, employee job title, rate of pay,  
18 work site location, and hours worked or FTE.

19  
20  
21  
22 **ARTICLE XIV**  
23  
24 **GRIEVANCE PROCEDURE**

25  
26 **Section 14.1.**

27 Grievances or complaints arising between the District and its employees within the bargaining unit  
28 defined in Article I herein, with respect to matters dealing with the interpretation or application of the  
29 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.

30  
31 **Section 14.1.1. Union Grievances.**

32 In cases where the Union believes there to be a violation of the Agreement which effects more  
33 than one employee, the bargaining unit as a whole, or is caused by an action of the  
34 Superintendent or School Board or cannot be remedied by an administrative official other than  
35 the Superintendent, then the Union may file an "Union Grievance," which would be initiated at  
36 "Step III" (Section 14.2.3) no later than twenty (20) working days after the occurrence of the  
37 grievable action or within twenty (20) working days of the day that the Union should have  
38 become aware of the grievable action.

39  
40 **Section 14.2. Grievance Steps.**

41  
42 **Section 14.2.1. Step I.**

43 Employees shall first discuss the grievance with his/her immediate administrative supervisor. If  
44 the employee wishes, he/she may be accompanied by an Union representative at such  
45 discussion. All grievances not brought to the immediate supervisor in accordance with the  
46 preceding sentence within twenty (20) working days of the occurrence of the grievance shall be  
47 invalid and subject to no further processing.

1 **Section 14.2.2. Step II.**

2 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding  
3 subsection, the employee shall reduce to writing within ten (10) working days of the oral  
4 decision a statement of the grievance containing the following:

- 5  
6 A. The facts on which the grievance is based;  
7 B. A reference to the provisions in this Agreement which have been allegedly violated; and  
8 C. The remedy sought.  
9

10 The employee shall submit the written statement of grievance to the immediate supervisor for  
11 reconsideration and shall submit a copy to the official in the Administration responsible for  
12 personnel, and a copy to the Union President. The parties will have five (5) working days from  
13 submission of the written statement of grievance to resolve it by indicating on the statement of  
14 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall  
15 sign it.  
16

17 **Section 14.2.3. Step III.**

18 If no settlement has been reached within the five (5) days referred to in the preceding  
19 subsection, and the Union believes the grievance to be valid, a written statement of grievance  
20 shall be submitted within ten (10) working days to the District Superintendent or the  
21 Superintendent's designee. After such submission, the parties will have ten (10) working days  
22 from submission of the written statement of grievance to resolve it by indicating on the  
23 statement of grievance the disposition and giving written reasons for such disposition. If an  
24 agreeable disposition is made, all parties to the grievance shall sign it.  
25

26 **Section 14.2.4. Arbitration.**

27 If no satisfactory settlement is reached by the Superintendent/Designee, the Union within  
28 fifteen (15) working days of the receipt of the Superintendent/Designee decision may appeal  
29 the final decision of the Employer to the American Arbitration Association for arbitration under  
30 the voluntary rules. Any grievance arising out of a violation of this Agreement may be  
31 submitted to arbitration unless specifically and expressly excluded within this Article.  
32

33 The Arbitrator shall hold a hearing as soon as possible. Ten (10) working days notice shall be  
34 given to both parties of the time and place of the hearing. The arbitrator will issue his decision  
35 within twenty (20) days from the date final written briefs have been submitted or if revised by  
36 both parties, thirty (30) calendar days after the completion of the hearing.

37 The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning,  
38 and conclusions on the issues submitted to him/her. The decision of the Arbitrator shall be final  
39 and binding upon the Employer, the Union and the Grievant(s).  
40

41 **Section 14.2.4.1. Jurisdiction Of Arbitrator.**

42 The arbitrator shall be without power or authority to add to, subtract from or alter any of  
43 the terms of this Agreement.  
44

45 The arbitrator shall be without power or authority to make any decision which requires  
46 the commission of an act prohibited by law.  
47



The arbitrator shall have no power or authority to rule on any of the following and this agreement shall be construed such that no rights are intended which cover any of the following:

A. The termination of services of or failure to re-employ any probationary employee.

**Section 14.2.4.2. Time Limits.**

Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance within the specific time limit, shall permit the Union to lodge an appeal at the next step of this procedure.

Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the employer's answer at the previous step.

**Section 14.2.4.3. Costs.**

The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

**Section 14.3.**

The Employer, or any management officials of the District, shall not discriminate, retaliate, intimidate, or seek retribution against an individual employee or the Union for taking action under this Article.

**ARTICLE XV**

**EMPLOYEE COMPENSATION AND WORKING CONDITIONS**

**Section 15.1. Wages.**

Employees shall be compensated in accordance with the provisions for this Agreement for all hours assigned and worked.

**Section 15.1.1. Wages.**

The 2024-2025 Schedule A is attached hereto. Schedule A will be updated by the District annually no later than September 1st for the subsequent years of 2025-2026 and 2026-2027 to reflect the most up-to-date wage rates.

Wage increase are as follows or:

- a. 2024-2025 school year ten percent (10%) or IPD whichever is greater across the board (ATB) for all except for the Health Service Coordinator.
- b. For the 2024-2025 school year, the Health Service Coordinator will receive thirty eight percent (38%).
- c. 2025-2026 school year five percent (5%) or IPD whichever is greater ATB.
- d. 2026-2027 school year five percent (5%) or IPD whichever is greater ATB.



1 **Section 15.2. Schedule A.**

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

4  
5 **Section 15.2.1. Placement on Schedule A.**

6 For the purpose of placement on the salary schedule, employees shall receive credit for a full  
7 year, provided they are on the payroll prior to February 1<sup>st</sup> of the preceding year.

8  
9 **Section 15.3. Time Calculation.**

10 For purposes of calculating daily hours, time worked shall be rounded up to the nearest one-quarter (¼)  
11 hour.

12  
13 **Section 15.4. Private Vehicle.**

14 Any employee on School District business at the direction of the supervisor required to travel from one  
15 site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-  
16 mile basis at the rate established by the District for all its employees. Meals, while on District business,  
17 outside of an employee's regularly scheduled shift, shall be reimbursed for meal costs, at the rate  
18 established by the District for all its employees, upon presentation of a duly executed receipt.

19  
20 **Section 15.5. Longevity.**

21 The District agrees to transfer accrued longevity (but NOT seniority), sick leave and other benefits as  
22 provided by State law. Accrued vacation may not be carried over from another District, however,  
23 employees shall be given credit for years of service in Washington State Public Schools for the  
24 purposes of calculating annual vacation benefits.

25  
26 **Section 15.5.1. Longevity.**

27 A newly hired employee shall be given full longevity credit for all years of service in a  
28 Washington school district within their job classification. A former employee of the District  
29 shall be covered under this section the same as a former employee of another Washington  
30 school district regardless of job classification.

31  
32 **Section 15.6. Fundamental Course of Study.**

33 **PARAEDUCATOR CERTIFICATION PROGRAM**

34 The Paraeducator Certificate Program offers statewide standards-based training for all paraeducators in  
35 Washington State, and supports a career growth ladder for those who wish to advance their career as a  
36 paraeducator or pursue a teaching profession. There are two required training components.

37  
38 It is the responsibility of the school district to provide the Fundamental Course of Study (FCS) and  
39 General Paraeducator Certificate training to paraeducators. Paraeducators should not independently  
40 seek out training to meet training requirements.

41  
42 **Fundamental Course of Study (FCS)**

43 The program begins with the FCS. The FCS is 28 hours of training that covers the paraeducator  
44 standards of practice. The district is only required to provide training on the FCS when funds are  
45 provided by the Legislature.

46  
47 It is the responsibility of the district to ensure that the training provided meets the standards and  
48 learning objectives written in the FCS outline. Developed from the paraeducator standards of practice,

the FCS is organized into 12 units and provides paraeducators with 28-hours of professional development. Seven of the twenty-eight hours must be provided in-person (i.e., paraeducators and trainers are physically in the same room). School districts are responsible for choosing what training and units to provide to their paraeducators. This is not independent online training, and paraeducators cannot complete this training without a facilitator.

The district will utilize the online course “Paraeducators: What We Do Matters” to meet 13 hours of the FCS training. Paraeducators should not complete this online course independently of their district’s training plan. Each of the modules in the online course is equivalent to one hour of training.

Paraeducators hired on or before September 1, 2020 will complete 28 hours of the FCS, funded by legislation, by September 30, 2021. This is a requirement of continued employment.

Paraeducators hired after September 1, 2020 will complete 14 hours of the FCS, funded by legislation, by September 1, 2021. This is a requirement for continued employment.

### **General Paraeducator Certificate**

The General Paraeducator Certificate is earned by a paraeducator who completes ten days (70 clock hours) of professional development training in addition to the Fundamental Course of Study (FCS). It is the responsibility of the school district to ensure all employed paraeducators meet the requirements of the certificate if funding is provided by the legislature.

If paraeducators have not yet completed the FCS, districts should provide FCS training before providing general certificate training. If paraeducators have completed the 28 hours of the FCS, districts are required to provide 14 hours of general certificate training during the 2021-22 school year. Training to meet the requirements of the general certificate is broadly conceived. Any training that will assist the instructional skills of a paraeducator may count. For example, any training that is already provided to teachers can be provided to paraeducators to meet the requirements of this certificate.

Training for the general certificate must be clock hour trainings. Paraeducators must receive training from PESB-approved clock hour providers. School districts may partner with a clock hour provider to ensure that this training is met. If this option is chosen, it is the responsibility of the district to ensure that the training provided meets the standards.

### **OPTIONAL Paraeducator Certificates**

Subject matter certificates are for paraeducators who wish to further their skills in English Language Learner (ELL) or special education instruction. These certificates are optional and are not required.

To earn a subject matter certificate, a paraeducator must complete 20 hours of professional development in the subject area of the certificate. The certificate expires after five years, and it is not a prerequisite to work in any program. A paraeducator can only earn a subject matter certificate if they have completed their FCS training. A paraeducator may allocate completed subject matter certificate hours towards the attainment of the general certificate.

The subject matter certificates have specific standards, learning objectives, and course outlines that must be met to receive the certificate.

After completing the general certificate, a paraeducator can earn the advanced certificate. This certificate includes 75 clock hours of training on assisting high-impact classrooms, supporting specialized instruction, and mentoring paraeducators.

**Section 15.7. Funding for Tuition Reimbursement.**

Any State funding for tuition reimbursement and funding in support of pathway(s) to instruction certification will be made available to employees.

**Section 15.7.1.**

The District will schedule, at minimum, two (2) business days prior to the first day of school, after the 15th of August, to be used to complete general certificate hours required and specified by PESB for each school year, if funding is provided by the legislature, as outlined in Section 15.7 of this Collective Bargaining Agreement. Employees will be compensated at their hourly rate for these two (2) days. Employees will be notified of the training dates with the approval of the upcoming school year calendar, or by April 1, whichever comes first.

Employees unable to attend the required two days of training prior to the start of the school year will be required to complete the training during the district scheduled student/parent conference week in October. The training will be completed within their regular work hours.

**Section 15.8. Conditions of Employment.**

Should fingerprinting, background checks, drug testing, immunizations, inoculations or additional medical examinations become a requirement for continued employment with the District, the District agrees to negotiate the responsibility for incurring the cost with the Union before implementation. Should State or Federal drug testing become mandatory at any time during the life of this Agreement, the parties agree to reopen this section at the request of either party to negotiate new and/or additional language for this section.

**Section 15.9. Employee Protection.**

An employee who is physically threatened by a person or group while carrying out the employee's assigned duties, shall immediately notify his/her immediate supervisor. The supervisor shall take immediate steps, in cooperation with the employee, to provide for the employee's safety.

The District shall take reasonable steps consistent with state law and District policies to protect employees from assaultive behavior by students, parents, and other employees.

When a student is removed from the classroom setting for exhibiting physical or verbal assault, violent or threatening behavior towards any individual (employee, student, or guest) or property, the Administrator or designee will consult/conference with the employee(s) prior to the re-entry of the student into the classroom setting during at a time not to disrupt the daily schedule or their allotted breaks.

Employees covered under this bargaining unit will not be forced to correct, stop, or put themselves in harm's way to prevent violent or threatening behavior.

Whenever an employee is absent from employment and unable to perform their duties as a result of personal injuries sustained due to an assault and battery as defined above, the employee will be paid full salary for the period of absence, up to one year from date of injury, less the amount of and

1 Workman's Compensation award or benefits. No part of such absence will be charged to annual or  
2 accumulated sick leave.

3  
4 **Section 15.10.**

5 The hourly rates on Schedule A will be increased by the State Salary Increase Percentage, in addition  
6 to any incremental increases, for the duration of this Agreement.

7  
8 **Section 15.11. Paraeducator Training.**

9 Employees designated as a Para Educator-Classroom cannot be placed into a role that requires  
10 specialized training until they have received the appropriate training as outlined by requirements of the  
11 specified program. Examples may include a position that requires restraint training or very specific  
12 behavioral interventions. Para Educators will not be penalized for not working their position until fully  
13 trained. The District shall allocate time before the beginning of the school year for Para Educators to  
14 complete any mandatory specialized trainings.

15  
16 If training cannot be completed promptly, and the employee is willing to, the employee may shadow or  
17 perform other duties until the training is scheduled within two (2) weeks of employment.

18  
19 Employees involuntarily transferred to a lower paid job grade in the middle of the school year shall not  
20 suffer a reduction in pay until the beginning of the next school year. Reassigning an employee due to a  
21 senior employee displacing/bumping a less senior employee) pursuant to a reduction in force shall not  
22 be considered an involuntary transfer for purposes of this section.

23  
24 For example, when an employee is hired and classified as Para Educator-Severely Disabled, the  
25 employee will remain in that classification as long as the individual student need continues to exist. If  
26 the individual student need no longer exists (example: Student moves out of the district), the district  
27 can reassign the employee to Para Educator-Classroom classification duties. The change in duties will  
28 not trigger a reduction in pay until the beginning of the next school year. Thereafter, the employee will  
29 be compensated at the Paraeducator-Classroom rate as outlined in Schedule A and remain in that  
30 classification until another individual student need exists for an additional Para Educator-Severely  
31 Disabled (example: Student moves into the district) or the district determines there is a need to a  
32 reduction in force.

33  
34 **Section 15.12. Certificates.**

35 Employees subject to this Agreement, during the term of this Agreement, are eligible for additional  
36 compensation if they meet one or more of the following criteria:

37  
38 Employees holding a General Paraeducator Certificate, an English Language Learner Subject Matter  
39 Certificate, a Special Educator Subject Matter Certificate, or an Advanced Paraeducator Certificate  
40 will be eligible for a twenty-five cents (\$0.25) per hour increase in their regular hourly rate. Those  
41 holding two (2) or more of these certificates will receive a fifty cents (\$0.50) per hour increase. Proper  
42 documentation of the certificate(s) must be submitted to the District by September 25th of the current  
43 school year to be applied to the current year's salary.

44  
45 Employees that have an Associate of Arts (AA) degree shall receive a fifty cents (\$0.50)per hour  
46 increase to their regular hourly rate, as long as the District has received proper documentation of the  
47 degree by September 25<sup>th</sup> of the current school year in order to be applicable to the current year salary.

Employees that have a Bachelor of Arts or Science (BA or BS) (including AA) degree shall receive one dollar (\$1.00) per hour increase to their regular hourly rate, as long as the District has received proper documentation of the degree by September 25<sup>th</sup> of the current school year in order to be applicable to the current year salary.

**Section 15.13. Retro Pay.**

In the event a discrepancy in pay is identified by the employee or the District, the District shall compensate the difference in back pay to September 1 of the current school/fiscal year only.

**Section 15.14. Right to Refuse Health Room Duties.**

In compliance with RCW 28A.210.275, non-licensed school district employees may only perform medication administration or nursing services beyond their authorized scope if they voluntarily submit an updated letter of intent expressing their willingness to take on these tasks. This submission must be free from any coercion by the employer. Letters of intent will need to be renewed annually by August 31st, with employees opting in each year to continue performing the additional duties. Failure to opt in may not result in consequences or disciplinary actions by the employer.

School employees must receive the training provided under this subsection before they are authorized to deliver the service or medication. Such training must be provided, on an ongoing basis to ensure that the proper procedures are not forgotten because the services or medication are delivered infrequently.

**ARTICLE XVI**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 16.1. Terms of Agreement.**

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

**Section 16.1.1. Payroll Terms.**

Regular employees shall receive twelve (12) paychecks per year. Consistent with payroll processing requirements and capabilities, each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid for each pay period.

Changes such as deducts, extra time, etc., shall be made during the month they are reported on the time sheet. Payment shall be by electronic funds transfer, to a bank or financial institution of the employee's choosing. Exceptions shall be considered on a case by case basis at the Superintendent's discretion. No employee may be required to have an account with a bank or other financial institution and shall not be disciplined for failing to do so.

**Section 16.2. Reopening Agreement.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. The agreement shall be reopened, at the option of the Union to consider the impact of any legislation enacted following execution of this Agreement.

In the event the District executes an agreement with a bargaining unit of fifty (50) or more members that provides compensation for the retiree subsidy, the District agrees to pay that same benefit to this bargaining unit. In the event the District executes an agreement to pay more than the State-funded amount

1 per FTE or contribute supplemental dollars for insurance benefits with a bargaining unit of fifty (50) or  
2 more members, at the option of the Union, the Agreement shall be reopened to the extent necessary to  
3 negotiate the payment of such additional compensation to the bargaining unit.

4  
5 **Section 16.2.1. Immunizations.**

6 Both parties agree that this Agreement will not be reopened until 2027 except in the case of a  
7 significant legislative impact or change in law that will affect members of the bargaining unit  
8 or in the case of a major change in working conditions brought upon by a pandemic or other  
9 Statewide emergency.

10  
11 **Section 16.3.**

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

14  
15 **Section 16.4.**

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

18  
19 **Section 16.5.**

20 In the event either of the two (2) previous sections is determined to apply to any provision of this  
21 Agreement, such provision shall be renegotiated pursuant to Section 16.2., upon request.

22  
23 **Section 16.6. Impact Bargaining.**

24 If another Bargaining Unit negotiates items that may affect our unit, we will reconvene for negotiations  
25 within fifteen (15) days of ratification to discuss the impact on our unit.



SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES  
OF FORKS

QUILLAYUTE VALLEY SCHOOL  
DISTRICT #402

BY: *Dora A Maxfield*  
Dora Maxfield, Chapter President

BY: *Diana Reaume*  
Diana Reaume, Superintendent

DATE: 07/31/24

DATE: 06/25/24

School Board Members:

*Bill Rohde*  
Bill Rohde (Jun 26, 2024 14:46 PDT)  
Bill Rohde

*Ron Hurn*  
Ron Hurn (Jun 25, 2024 21:51 PDT)  
Ron Hurn

*Mike Reaves*  
Mike Reaves (Jun 28, 2024 07:41 PDT)  
Mike Reaves

*Kevin Hinchin*  
Kevin Hinchin (Jun 27, 2024 16:13 PDT)  
Kevin Hinchin

*Shannon Dahlgren*  
Shannon Dahlgren (Jul 8, 2024 09:23 PDT)  
Shannon Dahlgren



**SCHEDULE A**  
**PUBLIC SCHOOL EMPLOYEES OF FORKS**  
**SEPTEMBER 1, 2024 – AUGUST 31, 2025 (10%)**

General Job Classification	Probation /Step One	Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven	Substitute Rate
And Position Title	(1 year)	(5 Year)	(10 Year)	(15+ Year)	(20+ Year)	(25+ Year)	(30+ Year)	
<b>ADMINISTRATIVE ASSISTANT</b>								\$24.90
Office Coordinator	\$28.13	\$28.73	\$29.21	\$29.68	\$30.35	\$31.01	\$31.68	
Office Secretary	\$26.85	\$27.43	\$27.90	\$28.35	\$29.02	\$29.68	\$30.35	
<b>INSTRUCTIONAL SUPPORT</b>								\$21.70
ParaEducator-Classroom	\$23.53	\$24.09	\$24.46	\$24.84	\$25.50	\$26.17	\$26.83	
ParaEducator-Special Education	\$24.73	\$25.30	\$25.72	\$26.16	\$26.82	\$27.49	\$28.15	
<b>CUSTODIAL</b>								\$24.84
Custodian	\$27.03	\$27.68	\$28.14	\$28.59	\$29.26	\$29.92	\$30.59	
<b>MAINTENANCE</b>								\$26.07
General Maintenance	\$28.82	\$29.56	\$30.04	\$30.54	\$31.20	\$31.87	\$32.53	
<b>FOOD SERVICE</b>								\$22.14
Cook	\$23.93	\$24.50	\$24.90	\$25.29	\$25.95	\$26.62	\$27.28	
Freight Handler	\$27.03	\$27.67	\$28.14	\$28.59	\$29.26	\$29.92	\$30.59	
<b>MISCELLENIOUS CLASSIFIED POSITIONS</b>								\$23.85
Behavior Facilitator	\$26.85	\$27.43	\$27.90	\$28.35	\$29.02	\$29.68	\$30.35	
Digital Skills Specialist	\$26.18	\$26.77	\$27.25	\$27.65	\$28.33	\$28.99	\$29.66	
ECEAP Lead Teacher w/BA	\$27.53	\$28.15	\$28.64	\$29.13	\$29.79	\$30.46	\$31.12	
ECEAP Lead Teacher w/AA	\$27.18	\$27.79	\$28.25	\$28.71	\$29.38	\$30.04	\$30.71	
ECEAP Lead Teacher enrolled in AA Program	\$26.44	\$27.05	\$27.87	\$27.96	\$28.63	\$29.29	\$29.96	
ECEAP Assistant Teacher	\$23.53	\$24.09	\$24.46	\$24.84	\$25.50	\$26.17	\$26.83	
ECEAP Family Service Worker	\$26.57	\$27.17	\$27.61	\$28.06	\$28.72	\$29.39	\$30.05	
Family Service Advocate	\$26.18	\$26.76	\$27.24	\$27.64	\$28.31	\$28.97	\$29.65	
Health Services Assistant	\$26.85	\$27.43	\$27.90	\$28.35	\$29.02	\$29.68	\$30.35	
Health Services Coordinator	\$57.27	\$58.03	\$58.58	\$59.15	\$59.97	\$60.80	\$61.64	*38% increase
Interpreter/Hearing Impaired	\$29.36	\$30.06	\$30.59	\$31.10	\$31.76	\$32.43	\$33.09	
IT Support Specialist	\$31.01	\$31.80	\$32.32	\$32.88	\$33.54	\$34.21	\$34.88	
Media/Library Resource Coordinator	\$26.85	\$27.43	\$27.90	\$28.35	\$29.02	\$29.68	\$30.35	
Migrant Home Visitor	\$26.18	\$26.76	\$27.24	\$27.64	\$28.31	\$28.97	\$29.65	
Network Coordinator	\$45.65	\$46.26	\$46.70	\$47.15	\$47.81	\$48.47	\$49.14	
Network Specialist	\$35.75	\$36.72	\$37.37	\$37.99	\$38.65	\$39.33	\$39.99	
Prevention Specialist	\$38.63	\$39.64	\$40.34	\$41.04	\$41.71	\$42.37	\$43.04	
Readiness To Learn Coordinator	\$28.35	\$29.10	\$29.59	\$30.04	\$30.71	\$31.37	\$32.04	
Title VI Coordinator	\$28.35	\$29.10	\$29.59	\$30.04	\$30.71	\$31.37	\$32.04	

\*Employees that have an Associates of Arts (AA) degree shall receive a fifty cent (\$.50) per hour increase to their regular hourly rate. Employees that have a Bachelor of Arts or Science (BA or BS) (including AA degree) degree shall receive a one dollar (\$1.00) per hour increase to their hourly wage rate.

\*\*Employees holding a General ParaEducator Certificate, an English Language Learner Subject Matter Certificate, a Special Educator Subject Matter Certificate, or an Advanced ParaEducator Certificate will be eligible for a twenty five cent (\$.25) per hour increase in their regular hourly rate. Those holding two (2) or more of these certificates will receive a fifty cents (\$.50) per hour increase.



**SCHEDULE A**  
**PUBLIC SCHOOL EMPLOYEES OF FORKS**  
**SEPTEMBER 1, 2025 – AUGUST 31, 2026 (5%)**

General Job Classification	Probation /Step One	Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven	Substitute Rate
And Position Title	(1 year)	(5 Year)	(10 Year)	(15+ Year)	(20+ Year)	(25+ Year)	(30+ Year)	
<b>ADMINISTRATIVE ASSISTANT</b>								\$26.15
Office Coordinator	\$29.53	\$30.17	\$30.67	\$31.16	\$31.87	\$32.56	\$33.26	
Office Secretary	\$28.19	\$28.81	\$29.29	\$29.76	\$30.47	\$31.16	\$31.87	
<b>INSTRUCTIONAL SUPPORT</b>								\$22.79
ParaEducator-Classroom	\$24.71	\$25.29	\$25.69	\$26.08	\$26.77	\$27.48	\$28.17	
ParaEducator-Special Education	\$25.96	\$26.57	\$27.00	\$27.47	\$28.16	\$28.86	\$29.56	
<b>CUSTODIAL</b>								\$26.08
Custodian	\$28.38	\$29.06	\$29.54	\$30.02	\$30.72	\$31.42	\$32.12	
<b>MAINTENANCE</b>								\$27.37
General Maintenance	\$30.26	\$31.03	\$31.54	\$32.06	\$32.76	\$33.46	\$34.15	
<b>FOOD SERVICE</b>								\$23.25
Cook	\$25.12	\$25.72	\$26.15	\$26.55	\$27.25	\$27.95	\$28.64	
Freight Handler	\$28.38	\$29.06	\$29.54	\$30.02	\$30.72	\$31.42	\$32.12	
<b>MISCELLENOUS CLASSIFIED POSITIONS</b>								\$25.04
Behavior Facilitator	\$28.19	\$28.81	\$29.29	\$29.76	\$30.47	\$31.16	\$31.87	
Digital Skills Specialist	\$27.49	\$28.11	\$28.61	\$29.04	\$29.74	\$30.43	\$31.14	
ECEAP Lead Teacher w/BA	\$28.91	\$29.56	\$30.08	\$30.58	\$31.28	\$31.98	\$32.67	
ECEAP Lead Teacher w/AA	\$28.54	\$29.18	\$29.66	\$30.15	\$30.85	\$31.54	\$32.25	
ECEAP Lead Teacher enrolled in AA Program	\$27.77	\$28.40	\$29.27	\$29.36	\$30.06	\$30.76	\$31.46	
ECEAP Assistant Teacher	\$24.71	\$25.29	\$25.69	\$26.08	\$26.77	\$27.48	\$28.17	
ECEAP Family Service Worker	\$27.89	\$28.53	\$28.99	\$29.46	\$30.16	\$30.86	\$31.55	
Family Service Advocate	\$27.49	\$28.10	\$28.60	\$29.03	\$29.73	\$30.42	\$31.13	
Health Services Assistant	\$28.19	\$28.81	\$29.29	\$29.76	\$30.47	\$31.16	\$31.87	
Health Services Coordinator	\$60.13	\$60.93	\$61.51	\$62.10	\$62.97	\$63.84	\$64.73	
Interpreter/Hearing Impaired	\$30.83	\$31.57	\$32.12	\$32.65	\$33.34	\$34.05	\$34.74	
IT Support Specialist	\$32.56	\$33.39	\$33.93	\$34.52	\$35.22	\$35.92	\$36.63	
Media/Library Resource Coordinator	\$28.19	\$28.81	\$29.29	\$29.76	\$30.47	\$31.16	\$31.87	
Migrant Home Visitor	\$27.49	\$28.10	\$28.60	\$29.03	\$29.73	\$30.42	\$31.13	
Network Coordinator	\$47.93	\$48.57	\$49.03	\$49.50	\$50.20	\$50.89	\$51.59	
Network Specialist	\$37.54	\$38.55	\$39.24	\$39.89	\$40.59	\$41.29	\$41.98	
Prevention Specialist	\$40.56	\$41.63	\$42.35	\$43.09	\$43.80	\$44.49	\$45.20	
Readiness To Learn Coordinator	\$29.76	\$30.55	\$31.07	\$31.54	\$32.25	\$32.94	\$33.65	
Title VI Coordinator	\$29.76	\$30.55	\$31.07	\$31.54	\$32.25	\$32.94	\$33.65	

\*Employees that have an Associates of Arts (AA) degree shall receive a fifty cent (\$.50) per hour increase to their regular hourly rate. Employees that have a Bachelor of Arts or Science (BA or BS) (including AA degree) degree shall receive a one dollar (\$1.00) per hour increase to their hourly wage rate.

\*\*Employees holding a General ParaEducator Certificate, an English Language Learner Subject Matter Certificate, a Special Educator Subject Matter Certificate, or an Advanced ParaEducator Certificate will be eligible for a twenty five cent (\$.25) per hour increase in their regular hourly rate. Those holding two (2) or more of these certificates will receive a fifty cents (\$.50) per hour increase.



**SCHEDULE A**  
**PUBLIC SCHOOL EMPLOYEES OF FORKS**  
**SEPTEMBER 1, 2026 – AUGUST 31, 2027 (5%)**

General Job Classification	Probation/ Step One	Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven	Substitute Rate
And Position Title	(1 year)	(5 Year)	(10 Year)	(15+ Year)	(20+ Year)	(25+ Year)	(30+ Year)	
<b>ADMINISTRATIVE ASSISTANT</b>								\$27.46
Office Coordinator	\$31.01	\$31.68	\$32.20	\$32.72	\$33.46	\$34.19	\$34.93	
Office Secretary	\$29.60	\$30.25	\$30.76	\$31.25	\$31.99	\$32.72	\$33.46	
<b>INSTRUCTIONAL SUPPORT</b>								\$23.93
ParaEducator-Classroom	\$25.94	\$26.56	\$26.97	\$27.38	\$28.11	\$28.85	\$29.58	
ParaEducator-Special Education	\$27.26	\$27.89	\$28.35	\$28.84	\$29.57	\$30.31	\$31.03	
<b>CUSTODIAL</b>								\$27.38
Custodian	\$29.80	\$30.51	\$31.02	\$31.52	\$32.26	\$32.99	\$33.73	
<b>MAINTENANCE</b>								\$28.74
General Maintenance	\$31.77	\$32.59	\$33.12	\$33.67	\$34.39	\$35.13	\$35.86	
<b>FOOD SERVICE</b>								\$24.41
Cook	\$26.38	\$27.01	\$27.46	\$27.88	\$28.61	\$29.35	\$30.08	
Freight Handler	\$29.80	\$30.51	\$31.02	\$31.52	\$32.25	\$32.99	\$33.72	
<b>MISCELLANEOUS CLASSIFIED POSITIONS</b>								\$26.29
Behavior Facilitator	\$29.60	\$30.25	\$30.76	\$31.25	\$31.99	\$32.72	\$33.46	
Digital Skills Specialist	\$28.86	\$29.52	\$30.04	\$30.49	\$31.23	\$31.96	\$32.70	
ECEAP Lead Teacher w/BA	\$30.36	\$31.03	\$31.58	\$32.11	\$32.84	\$33.58	\$34.31	
ECEAP Lead Teacher w/AA	\$29.97	\$30.63	\$31.14	\$31.65	\$32.39	\$33.12	\$33.86	
ECEAP Lead Teacher enrolled in AA Program	\$29.15	\$29.82	\$30.73	\$30.83	\$31.57	\$32.30	\$33.04	
ECEAP Assistant Teacher	\$25.94	\$26.56	\$26.97	\$27.38	\$28.11	\$28.85	\$29.58	
ECEAP Family Service Worker	\$29.29	\$29.95	\$30.44	\$30.94	\$31.66	\$32.40	\$33.13	
Family Service Advocate	\$28.86	\$29.51	\$30.03	\$30.48	\$31.22	\$31.94	\$32.68	
Health Services Assistant	\$29.60	\$30.25	\$30.76	\$31.25	\$31.99	\$32.72	\$33.46	
Health Services Coordinator	\$63.14	\$63.98	\$64.59	\$65.21	\$66.12	\$67.04	\$67.96	
Interpreter/Hearing Impaired	\$32.37	\$33.14	\$33.73	\$34.28	\$35.01	\$35.75	\$36.48	
IT Support Specialist	\$34.19	\$35.06	\$35.63	\$36.25	\$36.98	\$37.72	\$38.46	
Media/Library Resource Coordinator	\$29.60	\$30.25	\$30.76	\$31.25	\$31.99	\$32.72	\$33.46	
Migrant Home Visitor	\$28.86	\$29.51	\$30.03	\$30.48	\$31.22	\$31.94	\$32.68	
Network Coordinator	\$50.33	\$51.00	\$51.48	\$51.98	\$52.71	\$53.43	\$54.17	
Network Specialist	\$39.41	\$40.48	\$41.20	\$41.89	\$42.62	\$43.36	\$44.08	
Prevention Specialist	\$42.59	\$43.71	\$44.47	\$45.25	\$45.99	\$46.72	\$47.45	
Readiness To Learn Coordinator	\$31.25	\$32.08	\$32.62	\$33.12	\$33.86	\$34.59	\$35.33	
Title VI Coordinator	\$31.25	\$32.08	\$32.62	\$33.12	\$33.86	\$34.59	\$35.33	

\*Employees that have an Associates of Arts (AA) degree shall receive a fifty cent (\$.50) per hour increase to their regular hourly rate. Employees that have a Bachelor of Arts or Science (BA or BS) (including AA degree) degree shall receive a one dollar (\$1.00) per hour increase to their hourly wage rate.

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) sets forth the terms and conditions of the agreement between **Public School Employees of Forks #917** and the **Quillayute Valley School District #402**.

### Rationale:

The purpose of this MOU is to establish a protocol for offering emergency certified substitute work to qualified PSE of Forks bargaining unit members within a given school building. This MOU serves as an addendum to Section 7.9 of the Collective Bargaining Agreement. The priority for offering emergency substitute work is designed to minimize disruptions in special education classrooms, particularly when a special education paraeducator is reassigned to work as an emergency certified substitute in another classroom.

### Agreement:

#### 1. Priority for Emergency Certified Substitute Work:

- In the event that an emergency certified substitute is required, the **paraeducator** currently assigned to the same classroom shall have the **first right of refusal**, provided they hold the requisite emergency certification.
- If the assigned paraeducator is unavailable or unable to fulfill the role, the district will then select from the pool of **available emergency certified employees** within the building. The selection will prioritize employees holding the following positions within the **PSE of Forks bargaining unit**:
  - Instructional Paraeducator
  - Digital Skills Specialist
  - Media/Library Resource Coordinator
- If no employees in these specific roles are available, the district may then utilize any other **emergency certified PSE of Forks bargaining unit employees**.

#### 2. Effective Date and Duration:

- This MOU will become effective on the date of execution and will remain in effect until **August 31, 2027**, unless otherwise modified by mutual agreement between the District and the Union.

### Signatures:

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU Local 1948  
PUBLIC SCHOOL EMPLOYEES  
OF FORKS

BY: *Dora Maxfield*  
Dora Maxfield, Chapter President

DATE: *3-4-2025*

QUILLAYUTE VALEY SCHOOL  
DISTRICT #402

BY: *Diana Reaume*  
Diana Reaume, Superintendent

DATE: *3-4-2025*

**MEMORANDUM OF UNDERSTANDING**  
**PSE of Forks/QVSD**

This Memorandum of Understanding (MOU) sets forth the terms and conditions of the agreement between **Public School Employees of Forks #917** and the **Quillayute Valley School District #402**.

**Agreement:**

1. That Section 3.6. Evaluations be amended to read as follows:

**Section 3.6. Evaluations.**

All employees shall receive a mid-year performance evaluation prior to Valentine's Day. All employees shall receive their end-of-the-year evaluation prior to **June 1st**; all instructional support employees' evaluations shall include a scheduled observation by the supervising administrator.

2. Effective Date and Duration:

This MOU will become effective on the date of execution and will remain in effect until **August 31, 2027**, unless otherwise modified by mutual agreement between the District and the Union.

**Signatures:**

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU Local 1948  
PUBLIC SCHOOL EMPLOYEES  
OF FORKS

BY: \_\_\_\_\_

Dora Maxfield, Chapter President

QUILLAYUTE VALEY SCHOOL  
DISTRICT #402

BY: \_\_\_\_\_

Diana Reaume, Superintendent

DATE: \_\_\_\_\_

5-19-25

DATE: \_\_\_\_\_

5-19-2025