

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Hood Canal School District #404

AND

Public School Employees of Hood Canal

SEPTEMBER 1, 2022 - AUGUST 31, 2025



Public School Employees of Washington/SEIU Local 1948

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Table of Contents

	<u>Page</u>
DECLARATION OF PRINCIPLES	1
PREAMBLE	1
ARTICLE I	1
ARTICLE II	2
ARTICLE III	3
ARTICLE IV	4
ARTICLE V	6
ARTICLE VI	6
ARTICLE VII	8
ARTICLE VIII	9
ARTICLE IX	13
ARTICLE X	16
ARTICLE XI	16
ARTICLE XII	17
ARTICLE XIII	19
ARTICLE XIV	20
ARTICLE XV	21
ARTICLE XVI	22
ARTICLE XVII	23
SIGNATURE PAGE	24
SCHEDULE A	25
SCHEDULE B	26

1
2
3 **DECLARATION OF PRINCIPLES**

- 4 1. The efficient administration of the system of public instruction and well-being of employees
5 requires that orderly and constructive relationships be maintained between the parties hereto.
6 2. Effective employee-management cooperation requires a clear statement of the respective rights and
7 obligations of the parties hereto.
8
9 3. It is the intent and purpose of the parties hereto to promote and improve the efficient administration
10 of the District and the well-being of employees within the spirit of the Public Employees Collective
11 Bargaining Act, to establish a basic understanding relative to personnel policies, practices and
12 procedures, and to provide means for amicable discussion and adjustment of matters of mutual
13 interest.
14
15
16

17 **PREAMBLE**

18
19 This agreement is made and entered into between Hood Canal School District Number 404
20 (hereinafter "District") and Public School Employees of Hood Canal School District, an affiliate of Public
21 School Employees of Washington/SEIU Local 1948 (hereinafter "Union").
22

23 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
24 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties
25 agree as follows.
26
27
28

29 **ARTICLE I**

30 **RECOGNITION AND COVERAGE OF AGREEMENT**

31
32
33 **Section 1.1.**

34 The District hereby recognizes the Union as the exclusive representative of all employees in the
35 bargaining unit described in Section 1.4, and the Union recognizes the responsibility of representing the
36 interests of all such employees.
37

38 **Section 1.2.**

39 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as
40 deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the board of
41 directors or superintendent of the District pursuant to RCW 41.56.030(2).
42

43 **Section 1.3.**

44 The District will provide the Union with complete job descriptions for all employees subject to this
45 agreement. The District will provide the Union with such amendments, changes and additions to job
46 descriptions as they may from time to time occur.
47
48



1 **Section 1.3.1.**

2 The Union and the District will meet to review each job description during the 2022-2023 school
3 year through the Labor Management process outlined in Section 5.1 of this Agreement. The
4 District will make necessary changes to the job descriptions.

5
6 **Section 1.4.**

7 The bargaining unit to which this agreement is applicable shall consist of all general job classifications
8 listed on Schedule A of this Agreement; and excludes Business Office Assistant, one (1); the Business
9 Manager, one (1) and Executive Assistant, one (1) whose duties imply a confidential relationship to the
10 Board of Directors and/or the Superintendent.

11
12 **Section 1.4.1.**

13 Substitute employees (PERC case law) shall be included in the bargaining unit subject to the
14 following conditions.

- 15
16 1. Included substitutes shall be those employees who are employed for more than thirty (30)
17 days of work within any twelve (12) month period ending during the current or
18 immediately preceding school year, and who continue to be available for employment as
19 substitutes.
- 20
21 2. The following provisions of the agreement will be applicable to such substitutes.
22 Contractual clauses: Declaration of Principles, Preamble, Articles I, II, III, IV, V, Section
23 12.5, XIII and XVI;
- 24
25 3. Wages: Schedule A, Step I.

26
27 **Section 1.5.**

28 During times of full employment (no lay-offs or staff on reduced hours) the District may fill the
29 equivalent of up to two (2) temporary positions during any given period for a time not to exceed fifty-nine
30 (59) consecutive workdays. The Union president shall be notified at the time of such hire, in writing. Such
31 temporary employees who have worked thirty (30) or more days in the current school year shall only have
32 the same rights under this agreement as the thirty (30) day substitutes designated in Section 1.4.1. An
33 employee may only work a temporary position once per school year.

34
35
36
37 **ARTICLE II**

38
39 **RIGHTS OF THE EMPLOYER**

40
41 **Section 2.1.**

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



1 maintain efficiency of the District operation by determining the methods, the means, and the personnel by
2 which operations undertaken by the employees in the unit are to be conducted.

3
4 **Section 2.2.**

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

9
10
11
12 **ARTICLE III**

13
14 **RIGHTS OF EMPLOYEES**

15
16 **Section 3.1.**

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

24
25 **Section 3.2.**

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

28
29 **Section 3.3.**

30 Employees subject to this agreement have the right to have Union representatives present at discussions
31 between themselves and supervisors or other representatives of the District as hereinafter provided.

32
33 **Section 3.4.**

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

36
37 **Section 3.5.**

38 Neither the District, nor the Union, shall discriminate against any employee subject to this agreement on
39 the basis of race, creed, color, sex, religion, national origin, veteran or military status, sexual orientation,
40 gender expression or identity, age, disability, or the use of a trained dog guide or service animal by a
41 person with a disability.

42
43 **Section 3.6.**

44 One (1) official personnel file shall be kept at the District Office for each employee. This shall not prevent
45 each supervisor from keeping one (1) working file for each employee, provided that such working file
46 shall not contain documents more than two (2) years old. Each employee shall be provided a copy of
47 derogatory material placed in his/her official personnel file within five (5) working days of its insertion.
48 An employee may attach comments to any material that is a part of the official personnel file. Upon a



1 timely request, the employee may inspect the file with a representative of the District and, if the employee
2 desires, the Union. The employee may make an inventory of the official file and have it signed and dated
3 by the representative of the District, and may have copies made of any contents of the file.
4

5 **Section 3.7. Annual Evaluations.**

6 Annual evaluations, using the form in Appendix A, shall be presented to each employee no later than ten
7 (10) days before the last scheduled day of instruction. A copy will be provided to the employee upon
8 presentation. Employees shall have the right to attach a written response to any evaluation placed in the
9 employee's official personnel file. Evaluators will be communicated at the beginning of each school year,
10 and the evaluator should have direct knowledge of the evaluatee's performance or seek such knowledge
11 from other administrators or staff to accurately evaluate performance.
12

13 **Section 3.7.1.**

14 All performance evaluations reflecting a developing or unsatisfactory rating level of performance
15 shall state the specific reasons for the developing or unsatisfactory rating and the remedial action
16 necessary by the employee. Remedial training may be offered by the District as an aid to improve
17 performance. Such ratings shall be brought to the employee's attention as soon as reasonably
18 possible. If an evaluator anticipates an unsatisfactory rating for an evaluation, the evaluator will
19 meet or confer with the evaluatee prior to the final evaluation.
20
21
22

23 **ARTICLE IV**

24 **RIGHTS OF THE UNION**

25
26
27 **Section 4.1.**

28 The Union has the right and responsibility to represent the interests of all employees in the unit and to
29 enter collective negotiations with the object of reaching an agreement applicable to all employees within
30 the bargaining unit.
31

32 **Section 4.2.**

33 The Union shall promptly be notified by the District of any grievances or disciplinary actions of any
34 employee in the unit in accordance with the provisions of the discharge and grievance procedure articles
35 contained herein. The Union is entitled to have an observer at hearings conducted by any District official
36 or body arising out of grievance and to make known the Union's views concerning the case.
37

38 **Section 4.3.**

39 The District shall place an electronic copy of this Agreement on the District's website.
40

41 **Section 4.4.**

42 The Union reserves and retains the right to delegate any right or duty contained herein to appropriate
43 officials of the Public School Employees of Washington/SEIU Local 1948 state organization.
44

45 **Section 4.5.**

46 On request, the District will provide the chapter president with a list showing rates of pay, classifications,
47 placement on Schedule A and enhancement received, if any, for each classified employee by name and

1 other information specifically requested by the Union that is necessary and relevant for the Union to
2 represent the bargaining unit.

3
4 **Section 4.6.**

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

8
9 **Section 4.7. Bulletin Boards.**

10 The District shall provide a bulletin board space in the staff lounge, the kitchen and the bus garage, for the
11 use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union.
12 Each bulletin shall be signed by the Union official responsible for its posting. Unsigned notices or
13 bulletins may not be posted. There shall be no other distribution or posting by employees or the Union of
14 pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than
15 herein provided.

16
17 **Section 4.7.1.**

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

20
21 **Section 4.8. Union Leave.**

22 The president of the Union and designated representatives of the Union will be provided time off without
23 loss of pay up to a maximum of four (4) days per year to attend regional or state meetings. If it is
24 necessary for the District to hire a substitute employee to replace the absent employee, the Union shall
25 reimburse the District for the amount of hourly wages paid to the substitute. Employees shall request such
26 leave at least two (2) days in advance.

27
28 **Section 4.9.**

29 The Union may use District buildings for meetings during non-working hours as per District policy. The
30 Union representative shall obtain approval from building administration prior to using such buildings. The
31 Union shall have the right to use the District's standard office equipment. The Union shall reimburse the
32 District pursuant to District policy and procedure for use of standard office equipment. The Union shall be
33 liable for negligence or any willful damage occurring from its use of District building and/or equipment.

34
35 **Section 4.9.1.**

36 The Union may use the District's internal mail distribution system (hard copy and electronic,
37 including email and voicemail) to circulate routine information to its members. Further, such
38 distribution shall not violate U.S. Postal regulations, nor shall it be used to avoid required postage
39 costs. The Union shall not use the District mail system to distribute or obtain information
40 regarding political candidates or issues which are a part of any public election. Use of the
41 District's email system will be in accordance with the District's policy and procedures for access
42 to the network and use of electronic communications.

43
44 **Section 4.10.**

45 The Union shall be allowed paid release time to attend District meetings regarding grievances (one (1)
46 representative per meeting) or Labor-Management Committee (up to three (3) when such meetings are
47 mutually scheduled during working hours). Up to four (4) employees designated by the Union shall be

1 allowed paid release time to participate in collective bargaining with the District when bargaining sessions
2 are mutually scheduled during working hours.

3
4
5
6 **ARTICLE V**

7
8 **APPROPRIATE MATTERS FOR CONSULTATION**

9
10 **Section 5.1.**

11 The Union will designate a Labor-Management Committee composed of one (1) representative from each
12 classification who will meet with the superintendent of the District or the superintendent's representatives
13 on a mutually agreeable regular basis to discuss appropriate matters.

14
15 **Section 5.2. Duty to Bargain.**

16 The District recognizes its obligation under the law to negotiate with the Union regarding any changes in
17 wages, hours, terms and conditions of employment and working conditions for bargaining unit employees
18 covered by this agreement. When the District creates a new job title position or substantially changes the
19 duties of an existing position, the District agrees to negotiate hourly pay rates with the Union in
20 accordance with Chapter 41.56 RCW.

21
22
23
24 **ARTICLE VI**

25
26 **HOURS OF WORK AND OVERTIME**

27
28 **Section 6.1.**

29 The normal workweek shall consist of five (5) consecutive work days, Monday through Friday; however,
30 the District may assign an employee to a workweek of any five (5) consecutive days which are followed
31 by two (2) consecutive days off. Each shall be assigned to a definite shift with designated times of
32 beginning and ending. The shift shall not be changed without prior notice to the employee of at least two
33 (2) weeks, except in the case of bona fide emergencies, or upon mutual agreement by the employee and
34 supervisor.

35
36 **Section 6.2.**

37 All employees working more than five (5) consecutive hours (or five (5) hours split between separate
38 shifts or jobs with less than thirty (30) minutes in between shifts or jobs) shall be allowed an
39 uncompensated, uninterrupted lunch period not to exceed thirty (30) minutes. In the event the District
40 requires an employee to work during a scheduled lunch period, the employee shall be compensated for the
41 extra time worked, or the lunch may be rescheduled. A paid rest period of fifteen (15) minutes shall be
42 granted and scheduled for each four (4) hours of work during the work day. This section does not apply to
43 bus drivers.

44
45 **Section 6.3.**

46 All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-
47 half (1½) times the employee's regular rate of pay.

1 **Section 6.4.**

2 Employees who are assigned a shift in a position with a higher rate of pay shall be compensated all hours
3 worked at the higher rate of pay at the employee's normal seniority step on the pay scale.

4
5 **Section 6.5.**

6 In the event of unusual school closure due to inclement weather, plant inoperation or other emergency, the
7 District agrees to notify employees at least one (1) hour prior to the regularly scheduled workday via the
8 automated school notification system.

9
10 **Section 6.5.1.**

11 Maintenance employees are critical staff who are expected to report to work as scheduled when
12 school is canceled due to inclement weather or other emergencies.

13
14 **Section 6.5.2.**

15 All non-260-day employees who lose hours due to inclement weather, plant inoperation or other
16 emergency under Section 6.5 will be given the opportunity to make up all hours by the beginning
17 of the next school year. Employees may elect to use accrued and applicable leave, including
18 Personal Leave and Emergency Leave, to make up for lost hours.

19
20 **Section 6.6.**

21 Bus drivers will receive a minimum of fifteen (15) minutes pay for each drivers' staff meeting attended (as
22 required by the District).

23
24 **Section 6.7.**

25 An employee called back to work after having completed his/her regular work assignment shall receive a
26 minimum of two (2) hours pay; provided that there has been a minimum of one (1) hour between the
27 completion of the regular assignment and the call back. Bus drivers extra trips are not considered call
28 backs unless assigned by the District.

29
30 **Section 6.8.**

31 Employees shall receive a minimum of two (2) hours pay for each duty call, with the understanding that
32 employees may be required to perform duties for the entire two (2) hour period for which they are
33 compensated. Exceptions may be made by mutual agreement between the District and the Union.

34
35 **Section 6.8.1.**

36 For bus drivers, a duty call is considered to be a regular, scheduled morning, midday or afternoon
37 run or extra trip.

38
39 **Section 6.9. Compensatory Time.**

40 An employee, at his/her option, may request compensatory time off in lieu of overtime compensation.
41 There shall be a reasonable expectation that the employee will be provided an opportunity to use accrued
42 compensatory time. Compensatory time in lieu of overtime shall accrue at the rate of one and one-half
43 (1½) hours for each overtime hour worked. Compensatory time shall be accumulated up to a maximum of
44 forty (40) hours. Accumulated compensatory time not used shall be cashed in on the first paycheck
45 following the last day of each school year. Compensatory time accrued and used shall be accounted for on
46 the employee's time sheet.
47

1 **Section 6.9.1. Trade Time.**

2 Work demands may cause the District to temporarily extend the shift of an employee. When such
3 an extension does not create an overtime situation, the employee may elect to accumulate trade
4 time under the model described in Section 6.9, except that trade time will be on an hour-for-hour
5 basis rather than at overtime. Trade time may be utilized at times agreed upon by the employee
6 and his/her immediate supervisor.
7

8 **Section 6.10.**

9 The Lead Driver shall be guaranteed two (2) hours per day of administrative duties and may at the
10 discretion of the Superintendent be assigned additional non-driving duties such as dispatching or other
11 activities.
12

13 **Section 6.11.**

14 If the bus driver workday exceeds fourteen (14) hours, inclusive of drive time and non-drive time, the bus
15 driver shall not be required to provide additional supervision of students.
16

17 **Section 6.12.**

18 Bus drivers shall be provided up to four (4) hours pay for Summer-Break Bus Cleaning, unless additional
19 hours are preapproved by an administrator.
20
21
22

23 **ARTICLE VII**

24 **HOLIDAYS AND VACATIONS**

25
26
27 **Section 7.1. Holidays.**

28 All employees shall receive the following paid holidays which fall within their work year.
29

- | | |
|-------------------------------------|----------------------------------|
| 30 1. Day before New Year's Day | 8. Labor Day |
| 31 2. New Year's Day | 9. Veterans' Day |
| 32 3. Presidents' Day | 10. Thanksgiving Day |
| 33 4. Martin Luther King's Birthday | 11. Native American Heritage Day |
| 34 5. Memorial Day | 12. Day before Christmas |
| 35 6. Juneteenth | 13. Christmas Day |
| 36 7. Independence Day | |

37
38 Holiday pay will be the same as pay received by the employee for a regularly scheduled working day,
39 regardless whether the holiday falls on a regularly scheduled working day or not.
40

41 **Section 7.1.1. Unworked Holidays.**

42 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at
43 the time the holiday occurs. Employees who are on the active payroll on the holiday and have
44 worked either their last scheduled shift preceding the holiday or their first scheduled shift
45 succeeding the holiday, or on approved paid leave and are not on unpaid leave of absence, shall be
46 eligible for pay for such unworked holiday. An exception to this requirement will occur if
47 employees can furnish proof satisfactory to the District that because of illness they were unable to



1 work on either of such shifts, and the absence previous to such holiday, by reason of such illness,
2 has not been longer than thirty (30) regular workdays.

3
4 **Section 7.1.2. Worked Holidays.**

5 Employees who are required to work on the above described holidays shall receive the pay due
6 them for the holiday, plus twice their base rate for all hours worked on such holidays.

7
8 **Section 7.1.3. Holidays During Vacation.**

9 Should a holiday occur while an employee is on vacation, the employee will not be charged
10 vacation leave for the holiday.

11
12 **Section 7.2. Vacations.**

13 Vacations shall be scheduled at a time mutually agreed upon by the District and the employee.
14 Employees may carry over up to ten (10) working days of accrued vacation from one year to the next.
15 Employees may utilize vacation to augment sick leave in the event of extended illness, injury, or
16 emergency.

17
18 Year-round employees shall receive paid vacations based on years of continuous service, calculated from
19 their anniversary date of employment, and shall accrue on September 1st of each year in accordance with
20 the following schedule.

21

22 1 through 5 years of service	10 days vacation
23 6 through 10 years of service	15 days vacation
24 11 and greater years of service	20 days vacation

25
26
27

28 **ARTICLE VIII**

29
30 **LEAVES**

31
32 **Section 8.1. Sick Leave.**

33
34 **Section 8.1.1.**

35 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;
36 provided, however, that no employee shall accumulate less than ten (10) days of sick leave per
37 school year. Employees working less than one hundred and eighty (180) days per year shall
38 receive a prorated amount of sick leave based on their work year. An employee who works eleven
39 (11) working days in any calendar month will be given credit for the full calendar month. Sick
40 leave shall be vested when earned and may be accumulated for one hundred eighty (180) days or
41 the employee's work year, whichever is greater. The District shall project the number of annual
42 days of sick leave at the beginning of the school year according to the estimated calendar months
43 the employee is to work during that year. The employee shall be entitled to the projected number
44 of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the
45 basis of base hourly rate applicable to the employee's normal daily work shift; provided, however,
46 that should an employee's normal daily work shift increase or decrease subsequent to an
47 accumulation of days of sick leave, sick leave benefits will be paid in accordance with the
48 employee's normal daily work shift at the time the sick leave is taken, and the accumulated



1 benefits will be expended on an hourly rather than a daily basis. Employees who have depleted
2 their sick leave will be required to use any available paid leave before taking leave without pay.
3 Leave without pay must be approved by the employee's supervisor, and when possible the request
4 must be made in advance. Employees with unapproved leave without pay may be subject to
5 investigation and may be subject to disciplinary action in accordance with Section 10.1 (Just
6 Cause).

7
8 **Section 8.1.1.1. Sick Leave Cash Out.**

9 Pursuant to statute, in January of the year following any year in which a minimum of sixty
10 (60) days of leave for illness or injury is accrued, and each January thereafter, an eligible
11 employee may exercise an option to receive remuneration for unused leave for illness or
12 injury accumulated in the previous year a rate equal to one (1) day's monetary
13 compensation for each four (4) of the employee's accrued sick leave days in excess of
14 sixty (60) days. The employee's sick leave accumulation shall be reduced four (4) days for
15 each day compensated. No employee may receive compensation for sick leave
16 accumulated in excess of one (1) day per month.

17
18 At the time of separation from school district employment, pursuant to the provisions of
19 RCW 28A.400.210, an eligible employee or the employee's estate shall receive
20 remuneration at the rate equal to one (1) day's current monetary compensation for the
21 employee for each four (4) full days accrued sick leave for illness or injury.

22
23 In lieu of the above remuneration the eligible employee may receive equivalent funds for
24 post-retirement medical benefits. Application of these funds shall be limited to those
25 employee benefit plans in effect at time of retirement.

26
27 The District will pay sick leave cash out as authorized by state law. The District shall
28 notify employees of the VEBA plan provisions and administer the program.

29
30 **Section 8.1.1.2. Leave Sharing.**

31 Pursuant to RCW 28A.400.380 and Chapter 392-126 WAC employees shall be allowed to
32 donate accrued leave.

33
34 **Section 8.1.2.**

35 In accordance with RCW 51.32.090, in the event employees are absent for reasons which are
36 covered by industrial insurance, the District shall pay the employee an amount equal to the
37 difference between the amount paid the employee by the Department of Labor and Industries and
38 the amount the employee would normally earn. A deduction shall be made from the employee's
39 accumulated sick leave in accordance with the amount paid to the employee by the District.

40
41 **Section 8.1.3.**

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

45
46 **Section 8.1.4.**

47 After five (5) consecutive working days of a personal illness or disability, or that of a qualifying
48 dependent or family member's illness or disability, a doctor's certificate may be required by the

1 District. If an employee's personal illness or disability or that of a qualifying dependent or family
2 member's illness or disability extends beyond eight (8) consecutive working days, the District
3 may require a second doctor's opinion who has been selected by the District at the District's
4 expense.

5
6 **Section 8.2. Bereavement Leave.**

7 Each employee shall be entitled to five (5) days leave with pay, per occurrence, for absence caused by
8 death or serious illness to an employee's child, son-in-law, daughter-in-law, step-child, fetus, spouse,
9 parent, step-parent, grandchild, grandparent, sibling, aunt, uncle, or parent-in-law and all others approved
10 by the Superintendent. Each employee shall be entitled to two (2) days leave with pay, per occurrence,
11 for absence caused by the death or serious illness to an employee's close friend. Such leave for serious
12 illness shall be deducted from sick leave. At the discretion of the District, sick leave may be used to care
13 for a family member, not specified in this section, who has a serious health condition. Such bereavement
14 leave shall not be deducted from sick leave. Bereavement leave is noncumulative. If there is evidence of
15 an bereavement leave misuse for close friends, the parties agree to reopen this section to for the limited
16 purpose of creating a definition of close friends.

17
18 **Section 8.3. Emergency Leave.**

19 Each employee shall be entitled to three (3) days emergency leave paid per year. Emergency leave is
20 noncumulative and, if used, shall be deducted from sick leave. The situation must be one which is serious
21 and unavoidable and of major importance, not one of mere convenience.

22
23 **Section 8.4. Maternity Leave.**

24 Upon application, the District shall grant maternity leave. Such leave shall commence at such time as the
25 employee, and her medical advisor, deem necessary. Employees granted maternity leave must return to
26 work not later than one (1) year following the granting of the maternity leave. Employees granted
27 maternity leave may, at their option, be allowed compensation for maternity leave in accordance with
28 Sections 7.2 and 8.1.1 above. Before returning to work, the employee must be certified by her physician
29 as ready and able to return. Twelve (12) additional paid leave days for maternity, paternity, or adoption
30 leave shall be granted to each employee per childbirth or adoption.

31
32 **Section 8.5. Judicial Leave.**

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

37
38 **Section 8.6. Dependent Child Leave.**

39 The District shall allow an employee to use the employee's accrued sick leave to care for a child of the
40 employee under the age of eighteen years with a health condition that requires treatment or supervision or
41 a qualifying dependent or family member pursuant to Chapter 49.12 RCW and Chapter 296-130 WAC.
42 This section shall be construed only as consistent with applicable Federal and state law.

1 **Section 8.7. Leave of Absence.**

2
3 **Section 8.7.1.**

4 Upon recommendation of the immediate supervisor through administrative channels to the
5 superintendent, and upon approval of the board of directors, an employee may be granted a leave
6 of absence for a period not to exceed one (1) year. If such leave is granted due to extended illness,
7 one (1) additional year may be granted.

8
9 **Section 8.7.2.**

10 The returning employee will be assigned to the position occupied before the leave of absence,
11 subject to Section 9.7. A non-employee applicant or substitute filling a replacement position shall
12 be entitled to District paid insurance as provided by state law.

13
14 **Section 8.7.2.1.**

15 Qualified regular employees may request to work replacement positions within the
16 District. Regular employees in replacement positions shall maintain all rights under the
17 Agreement, suffer no loss of seniority if the replacement position is in a different
18 classification, and shall return to their regular position at the expiration of the replacement
19 position.

20
21 **Section 8.7.3.**

22 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on
23 leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the
24 employee is on leave of absence.

25
26 **Section 8.7.4.**

27 Leave of absence is leave without pay or benefits. Employees may expend any/all accrued
28 compensatory time, Article VII compensation due and/or Article VIII paid leave prior to
29 requesting leave of absence as delineated herein.

30
31 **Section 8.8. Adoption Leave.**

32 An employee legally adopting a child may request paid leave and shall be granted up to four (4) days
33 which shall be deducted from leave accumulated in Section 8.1.1. Such leave may be used for travel to
34 obtain the child; required observation with the child; court or legal procedures to finalize adoption.
35 Additional unpaid leave shall be granted as required by the Family Medical Leave Act and applicable
36 State Law. Employees adopting a child are entitled to leave under this section and under Section 8.4.
37 Employees shall consult with the District office about which forms of leave are appropriate in which
38 circumstances, and, when either form of leave is appropriate, notify the District office of the order in
39 which they intend to use the leave.

40
41 **Section 8.9. Personal Leave.**

42 Three (3) days of personal leave shall be granted to each employee which may be used for personal
43 business which can be transacted only during school hours, subject to the following conditions:

- 44
45 1. Personal leave shall be non-accumulative.
46 2. Must be requested at least twenty-four (24) hours in advance;



- 1 3. Not to be used immediately adjacent to (either before or after) vacations or holidays; provided the
2 superintendent may waive the above requirement due to unusual or emergency circumstances
3 beyond the employees control.
4

5 **Section 8.9.1.**

6 Unused personal leave shall be cashed out at the end of each school year. Each day cashed out
7 shall be paid at the current pay rate then in effect.
8

9 **Section 8.10. Paid Family Medical Leave (PFML).**

10 Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by law:
11

- 12 ● Employees will be required to file a claim for PFML benefits with the Employment Security Division
13 (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/> all payments will
14 come from the ESD.
- 15 ● Employees will be required to contact the Employment Security Guidelines to determine the amount
16 leave available.
- 17 ● To qualify for PFML, employees must work no less than eight hundred and twenty (820) hours in
18 employment in Washington State during the qualifying period Employment Security will determine
19 the employees eligibility and benefit.
- 20 ● Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or
21 www.paidleave.wa.gov for all information pertaining to this leave.
- 22 ● District and employees shall pay premium costs as per state law.
23
24
25

26 **ARTICLE IX**

27 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

28 **Section 9.1.**

29 The seniority of an employee within the bargaining unit shall be established as of the date on which the
30 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost
31 as hereinafter provided.
32
33

34 **Section 9.1.1.**

35 In the event more than one employee in the general job classifications set forth in Article I,
36 Section 1.4 is awarded the same seniority date, the question of seniority among those employees
37 shall be determined within thirty (30) days of hire by draw of cards (conventional fifty-two card
38 deck, utilizing one suit, Ace to be considered the highest card, highest card(s) win the draw). In
39 the event of determination of seniority in like cases during previous agreements, such
40 determinations shall be observed during this agreement and future agreements.
41
42

43 **Section 9.1.2.**

44 The District shall publish annually, and distribute to the chapter president, a dated seniority list,
45 ranking all employees in each of the general job classifications specified in Schedule A to include
46 date of hire, start date, years of experience, and position.
47
48

1 **Section 9.2.**

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

5
6 **Section 9.2.1.**

7 For current employees who transfer to another seniority classification, either the employee or the
8 District has twenty (20) working days to determine if the new position is appropriate for the
9 employee. If either the employee or the District determines the new position is not appropriate,
10 the employee will be transferred back to his/her original position, hours and pay rate. The District
11 shall provide a written rationale for the transfer back to the original position to the employee and
12 Union President, if requested by the employee or Union President.

13
14 **Section 9.3.**

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

17
18 **Section 9.4.**

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

- 20
21 A. Resignation;
22 B. Discharge for justifiable cause;
23 C. Retirement; or
24 D. Change in job classification within the bargaining unit, as hereinafter provided.

25
26 **Section 9.5.**

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

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

33
34 **Section 9.6.**

35 Seniority rights shall be effective within the general job classification. As used in this agreement, general
36 job classifications are those set forth in Schedule A.

37
38 **Section 9.7.**

39 The employee with the earliest hire date shall have absolute preferential rights regarding shift selection,
40 vacation periods and special services (including overtime). The employee with the earliest hire date shall
41 have preferential rights regarding promotions, assignment to new or open jobs or positions, increase or
42 decrease of daily hours of employment greater than thirty (30) minutes and layoffs when ability and
43 performance are substantially equal with junior employees. If the District determines that seniority rights
44 should not govern because a junior employee possesses ability and performance substantially greater than
45 a senior employee or senior employees, the District shall set forth in writing to the employee or
46 employees and the Union president its reasons why the senior employee or employees have been
47 bypassed.

1 **Section 9.7.1.**

2 The District may not layoff senior employees before junior employees in any general job
3 classification unless the junior employee possesses substantially greater ability and performance
4 pursuant to Section 9.7 of the Agreement. Should a seniority bypass occur, the District must
5 inform the Union President in writing of the name and position of the junior employee and the
6 rationale for retaining him/her out of seniority order. Senior employees, displaced as result of a
7 layoff, may bump the least senior employee holding a position that is substantially equivalent to
8 the position held at the time of layoff. Employees may not bump into a higher pay range.

9 Employees who are not placed in positions that are substantially equivalent following layoff shall
10 be placed on a reemployment list and will be rehired or offered additional hours, within their
11 previous classification(s), when the available hours or positions are restored by the District.

12
13 **Section 9.8.**

14 Employees who change job classifications within the bargaining unit shall retain their hire date in the
15 previous classification for a period of five (5) years, notwithstanding that they have acquired a new hire
16 date in a different classification, either hire date shall be lost as stated in Section 9.4, and the former hire
17 date may not be utilized unless the employee has been subject to a reduction in force in his/her current
18 classification.

19
20 **Section 9.9.**

21 The District shall publicize within the bargaining unit for five (5) working days the availability of open
22 positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall
23 be forwarded to the president of the Union and to the Union representative of the classification concerned.
24 All responses to the positions shall be in writing to the District.

25
26 **Section 9.10.**

27 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
28 District according to seniority. Such employees shall be considered along with current employees for any
29 open positions in the classification held immediately prior to layoff. Names shall remain on the
30 reemployment list for thirteen (13) months.

31
32 **Section 9.11.**

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

35
36 **Section 9.12.**

37 An employee shall forfeit rights to reemployment as provided in Section 9.10 if the employee does not
38 comply with the requirements of Section 9.11, or if the employee does not respond to the offer of
39 reemployment within fifteen (15) days.

40
41 **Section 9.13.**

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



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ARTICLE X

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 10.1.

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

Section 10.2. Notification To Non-Annual Employees.

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

Section 10.2.1.

Should the District decide to discharge or lay off any non-annual employee, the employee shall be so notified in writing two (2) weeks prior to the date of such discharge or layoff.

Section 10.2.2.

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

Section 10.2.3.

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

Section 10.3.

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

ARTICLE XI

INSURANCE AND RETIREMENT

Section 11.1. SEBB.

Employees projected to work six hundred thirty (630) hours or more shall be eligible to receive a District contribution for their selected benefits.

The employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employee's Benefit Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.



1 **Section 11.2. VEBA Contribution.**

2 The District will contribute \$105 for each 1.0 FTE employee into each employee’s VEBA account every
3 month. Employees between 0.80-0.99 FTE will receive 75% of the 1.0 FTE rate. Employees between
4 0.60-0.79 FTE will receive 50% of the 1.0 FTE rate. Employees between 0.00-0.59 FTE will receive
5 25% of the 1.0 FTE rate.

6
7 **Section 11.3.**

8 The District shall provide tort liability coverage for all employees, subject to this agreement.

9
10 **Section 11.4.**

11 The District shall make required contributions for state industrial insurance on behalf of all employees,
12 subject to this agreement.

13
14 **Section 11.5.**

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

18
19
20
21 **ARTICLE XII**

22
23 **UNION MEMBERSHIP AND CHECKOFF**

24
25 **Section 12.1.**

26 The District will provide in writing to the Union President the name, job title and worksite of new hires
27 within ten (10) business days of the employee’s start-date in any of the job titles set forth on Schedule A
28 of this Agreement. Additionally, the District will provide in writing to the Union President the name, job
29 title and worksite, if applicable, within ten (10) business days of the start-date of substitutes and/or
30 temporary employees who qualify for Union membership in any job title set forth on Schedule A of this
31 Agreement.

32
33 **Section 12.2.**

34 The District shall deduct Union dues or voluntary political contributions (Section 12.4) from the pay of
35 any employee who authorizes such deductions pursuant to State law. The District shall transmit all such
36 funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis. The
37 Union will provide a list of those members who have agreed to union membership via Union-designated
38 methods. The PSE Membership Department will be the custodian of the records related to dues
39 authorization and agrees that, as the custodian of the records, it has the responsibility to ensure the
40 accuracy and safe-keeping of those records.

41
42 Any employee who has executed a Dues Deduction/Checkoff Authorization form, as provided herein may
43 revoke authorization for those payments pursuant to the terms of the Union’s Dues Deduction/Checkoff
44 Authorization form, which includes timelines for notification of withdrawal to be effective. The District
45 will refer employees who request to terminate union dues to the PSE Membership Department: PO Box
46 798, Auburn, WA 98071.



1 **Section 12.3. Monthly Report to the Union.**

2 Prior to the beginning of the work year, the Union shall notify the District of the union dues rate(s) for the
3 upcoming work year, or the rate(s) shall continue for the next contract year. At the beginning of the year
4 the District shall submit a list to the Treasurer of the Public School Employees of Washington with each
5 employee’s hourly wage rate, assigned hours of work, gross monthly compensation and amount of PSE
6 dues. The remaining months of the year the District shall transmit electronically a monthly bargaining
7 unit list (to accompany the monthly transmission of dues to PSE) to the Treasurer of Public School
8 Employees of Washington with the name, and amount of PSE dues deducted for each bargaining unit
9 employee.
10

11 **Section 12.4.**

12 The District shall, upon receipt of notice from the Union of authorization , deduct from the pay of such
13 bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for
14 political purposes to the Committee On Political Empowerment (COPE) and shall transmit the same to the
15 Union on a check separate from the Union dues transmittal check.
16

17 **Section 12.5. Local Chapter Dues.**

18 The District shall deduct PSE local chapter dues separately from all PSE members and remit such funds to
19 the local chapter treasurer once annually or within thirty (30) days of the dues being deducted from the
20 employee’s pay warrant in the case of an employee hired after the annual deduction.
21

22 **Section 12.6. New Employee Orientations.**

23 The District will follow RCW 41.56.037 in allowing the Association access to employees for new
24 employee orientation. The District will notify the Union of the annual New Employee Orientation
25 meeting that occurs each Summer and provide 30 minutes for the Union to make a presentation to new
26 hires.
27

28 For employees hired after the annual New Employee Orientation meeting, the Union may work with the
29 District to schedule a time to make a 30 minute presentation to each new employee. The District will
30 work with the Union and the new hire to schedule this 30 minute presentation at a time that is agreeable to
31 both parties and the new hire.
32

33 **Section 12.7. Member Lists.**

34 The District will communicate monthly to PSE a copy of the minutes of any Board meeting where
35 bargaining unit employment actions occur. Monthly, the District will communicate a bargaining unit list
36 to membership@pseofwa.org and the PSE president containing the following information of each
37 bargaining unit members: name, hire date, position description, building code description, primary phone
38 number, and work email address.
39

40 **Section 12.8. Hold Harmless.**

41 The Association agrees to defend and hold the District harmless against any legal action brought against
42 the District in reference to valid membership.
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ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.1.

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

Section 13.2. Grievance Steps.

Section 13.2.1. Step I, Informal – Grievant/Immediate Supervisor.

Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by a Union representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 13.2.2. Step II, Formal – Grievant/Immediate Supervisor.

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

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

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the superintendent or the superintendent's designee. The parties will have five (5) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 13.2.3. Step III, Appeal to the Superintendent.

If no settlement has been reached within the five (5) days referred to in the preceding subsection, and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days of the end of the five (5) day disposition period to the District superintendent or the superintendent's designee. After such submission, the parties will have ten (10) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 13.2.4. Step IV, Appeal to School Board.

If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days of the end of the ten (10) day disposition period to the District board of directors. After such submission, the parties will have thirty (30) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall



1 sign it. The board of directors reserves the right to summon the employee for an oral statement of
2 the grievance. The employee reserves the right to appear before the board of directors to explain
3 the grievance. At any appearance before the board of directors, the employee may be accompanied
4 by a Union representative or designee.
5

6 **Section 13.2.5. Step V, Arbitration.**

7 If no settlement has been reached within the thirty (30) working days referred to in the preceding
8 subsection, and the Union believes the grievance to be valid, the employee may demand
9 arbitration of the grievance. If the District and Union do not agree to the informal selection of an
10 arbitrator, any dispute, claim or grievance arising out of or relating to the interpretation of the
11 application of this agreement shall then be submitted to arbitration under the voluntary Labor
12 Arbitration Rules of the American Arbitration Association. If mutually agreed, the parties may
13 submit to arbitration under the Expedited Arbitration Rules of the American Arbitration
14 Association. The parties agree to accept the arbitrator's award as final and binding upon them. The
15 parties further agree that all costs of the arbitrator shall be shared equally between the District and
16 the Union.
17

18 **Section 13.2.5.1. Jurisdiction of the Arbitrator.**

19 The arbitrator shall have no power to alter, add to, or subtract from, the terms of this
20 agreement. The arbitrator shall confine his inquiry and decision to the specific area of the
21 contract as cited in the grievance form.
22

23 **Section 13.3.**

24 The employer shall not discriminate against any individual employee or the Union for taking action under
25 this article.
26
27

28 **ARTICLE XIV**

29 **TRANSFER OF PREVIOUS EXPERIENCE**

30
31
32
33 **Section 14.1.**

34 Any new hire who had previously been employed by any school district in the State of Washington, and is
35 hired to perform work similar to that in which previously engaged, shall be given longevity credits in the
36 District in accordance with state law.
37

38 **Section 14.2.**

39 The longevity credit so transferred shall be applicable to all benefits herein including Schedule A.
40

41 **Section 14.2.1.**

42 Any new hire with similar job experience in public schools outside Washington State or private
43 schools in the United States shall be given credit for years worked on Schedule A.
44

45 **Section 14.3. Staff Development – Enhancement Committee.**

46 A joint committee consisting of representation from the Union and an equal number from the District
47 shall review training opportunities and, based on identified needs, recommend persons to attend such

1 training . The joint committee will be provided an opportunity to give feedback on the scheduling of
2 required training, including state-required paraeducator training.

3
4 **Section 14.4.**

5 Employees enrolled as apprentices shall receive their regular rate of pay as specified on Schedule A.
6 Upon successful completion of apprenticeship standards and recognition by the WPSCEJATC of journey
7 status, the journey person shall receive an additional pay as indicated in Schedule B.

8
9 **Section 14.5. Summer Training.**

10 Paraeducators will receive job-related training on teacher-directed early release Wednesday afternoons.
11 This training time can be used to complete state mandated trainings such as the Fundamental Course of
12 Study, SafeSchools training, and day-to-day training relating to topics such as curriculum.

13
14 **Section 14.6. Training for Special Duty Functions.**

15 The District is committed to providing appropriate and effective training for all paraeducators who
16 perform special duty functions. Special duty functions are described as working with students who are
17 aggressive and/or combative, need catheterization, have special hygiene functions, specialized medical
18 procedures, and other specialized areas as identified by the District that exceed normally-assigned job
19 requirements.

20
21
22
23 **ARTICLE XV**

24
25 **SALARIES AND EMPLOYEE COMPENSATION**

26
27 **Section 15.1.**

28 Employees shall be compensated in accordance with the provisions of this agreement for all hours
29 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours
30 worked, and rates paid with each paycheck. On the last business day of each month, payroll checks shall
31 be direct deposited. All employees are required to use direct deposit.

32
33 **Section 15.2.**

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

36
37 **Section 15.2.1.**

38 All new employees, not including substitute and leave replacement employees, shall be placed at
39 Step II or higher depending on prior experience (see Article XIV). Substitutes and leave
40 replacement employees will be placed at Step 1.

41
42 **Section 15.2.2.**

43 Any employee who changes job positions or classifications shall receive full longevity credit
44 regarding step placement on Schedule A.

45
46 **Section 15.2.3.**

47 Schedule A for the 22-23 School Year is attached to this Agreement. Effective September 1,
48 2023, Schedule A shall be increased by two-and-one-quarters percent (2.25%) or the IPD,



1 whichever is greater. Effective September 1, 2024, Schedule A shall be increased by two-and-
2 one-quarters percent (2.25%) or the IPD, whichever is greater.

3
4 **Section 15.3.**

5 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (¼) hour.
6

7 **Section 15.4.**

8 Any employee required to travel from one site to another in a private vehicle during working hours shall
9 be reimbursed for such travel on a per-mile basis at the rate established by District policy for all
10 employees.

11
12 **Section 15.5.**

13 Employees required to remain overnight on District business shall be reimbursed for reasonable room and
14 board expenditures and shall be paid their rate of pay for hours worked.
15

16 **Section 15.6.**

17 The District shall reimburse the cost of security checks, food service handler's permit, background
18 investigations, production of records, finger printing, physical examination, commercial driver license
19 testing, out-of-pocket expense required as a condition of continued employment. This does not include
20 costs necessary to obtain personal basic driver license renewals.
21

22 **Section 15.7.**

23 Employees shall be compensated at their regular rate of pay for all time spent in the interest of the
24 District. This time shall include required staff meetings, safety meetings, and first aid class.
25

26 **Section 15.8.**

27 Driver trainer will receive \$1.00 an hour to the regular rate of pay when performing the duties of trainer.
28

29 **Section 15.9.**

30 Incremental steps, where applicable, shall take effect on September 1 of each year provided that the
31 employee has been actively employed as a regular employee for at least fifty percent of the previous
32 employment period.
33

34
35
36 **ARTICLE XVI**

37 **DRUG AND ALCOHOL TESTING**

38
39
40 **Section 16.1.**

41 The District agrees to promulgate a drug and alcohol testing policy and procedure for employees who are
42 required to maintain a valid commercial driver's license as required by and in accordance with federal
43 law.
44

45 **Section 16.2.**

46 The District agrees to provide all employee training required by law (for drug and alcohol testing) at no
47 cost to employees, and shall further compensate employees at their regular rate of pay (or overtime rate, if
48 applicable) for all hours spent in required training.

1 **Section 16.3.**

2 The District agrees to keep all testing results confidential, pursuant to state and federal law.

3
4 **Section 16.4.**

5 The District shall not be required to pay for the cost of required pre-employment testing for individuals
6 who are not current bargaining unit employees. The District shall pay for the cost of all other drug and
7 alcohol testing for bargaining unit employees which is required by law or for continued employment.

8
9 **Section 16.5.**

10 The District shall compensate employees at their regular rate of pay (or overtime rate, if applicable) for all
11 hours spent in required testing procedures, including travel time (and mileage if the employee is required
12 to drive a personal vehicle to a testing site).

13
14 **Section 16.6.**

15 Employees shall suffer no loss of pay for scheduled hours (runs or trips) which are missed due to required
16 participation in drug and/or alcohol testing procedures.

17
18 **Section 16.7.**

19 Any discipline related to positive drug or alcohol tests shall be subject to the terms of Article X
20 (Discipline and Discharge of Employees); to the terms of the grievance procedure contained in
21 Article XIII (Grievance Procedure); and any other applicable terms of the collective bargaining
22 agreement.

23
24
25
26 **ARTICLE XVII**

27
28 **TERM AND SEPARABILITY OF PROVISIONS**

29
30 **Section 17.1.**

31 The term of this agreement shall be September 1, 2022 to August 31, 2025.

32
33 **Section 17.2.**

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

36
37 **Section 17.3.**

38 This agreement may be reopened for discussion of possible modification at any time during this term
39 upon mutual consent of the Union and the District in writing. This agreement shall be reopened as
40 necessary to consider the impact of any legislation enacted following execution of this agreement which
41 may affect the terms and conditions herein or create authority to alter personnel practices in public
42 employment.

43
44 **Section 17.3.1.**

45 In the event that the state provides funding for training and/or salary enhancements related to
46 apprenticeship, journey, or other educational training or incentives for classified employees, the
47 parties agree to reopen Article XV and Salary Schedule A for renegotiation exclusively to
48 determine the application of such designated funding.



1 **Section 17.3.2.**

2 This agreement may be reopened and modified at any time during its term upon mutual consent of
3 the parties in writing.

4
5 **Section 17.4.**

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

8
9 **Section 17.5.**

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

12
13 **Section 17.6.**

14 In the event either of the two (2) previous sections is determined to apply to any provision of this
15 agreement, such provision shall be renegotiated pursuant to Section 17.3.

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22 **SIGNATURE PAGE**

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27 **PUBLIC SCHOOL EMPLOYEES**
28 **OF WASHINGTON/SEIU LOCAL 1948**

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31 **PUBLIC SCHOOL EMPLOYEES**
32 **OF HOOD CANAL # 905**

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36 **HOOD CANAL SCHOOL DISTRICT #404**

37 **BY: /Signed by Lois Wagner/**
38 **Lois Wagner, Chapter President**

39 **BY: /Signed by Jose de Jesus Melendez/**
40 **Jose-de-Jesus Melendez, Superintendent**

41 **DATE: September 23, 2022**

42 **DATE: September 23, 2022**



Schedule A
Hood Canal School District
September 1, 2022 – August 31, 2023

<u>Para Educator</u>	<u>Sub/Prob.</u>	<u>1-4 Years</u>	<u>5-9 Years</u>	<u>10+ Years</u>
Para Educator	\$19.46	\$21.67	\$22.75	\$23.89
<u>Custodian-Maintenance</u>				
Maintenance/Custodian	\$21.56	\$23.82	\$25.00	\$26.28
Custodian	\$19.80	\$22.02	\$23.12	\$24.28
<u>Food Service</u>				
Head Cook	\$22.63	\$24.99	\$26.27	\$28.00
Assistant Cook	\$19.19	\$21.40	\$22.47	\$23.59
Food Service Assistant	\$17.38	\$19.19	\$20.15	\$21.16
<u>Secretarial</u>				
District Secretary	\$22.63	\$24.99	\$26.27	\$28.00
School Secretary	\$20.90	\$23.30	\$24.46	\$25.69
Office Assistant	\$19.36	\$21.30	\$22.31	\$23.38
<u>Transportation</u>				
Driver	\$23.20	\$25.49	\$26.68	\$27.94
Route Coordinator/Dispatcher	\$20.16	\$22.27	\$23.39	\$24.55



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Schedule B

WAGE ENHANCEMENTS

The following hourly increases require approval before being awarded.

- A. Those who possess a current School Nutrition Association Certificate shall receive an additional \$0.25 per hour.
- B. Those who possess a current WPSCEJATC apprenticeship certificate shall receive an additional \$1.00 per hour.
- C. Submission of any changes due to educational enhancements shall be provided to the District by August 31 for inclusion in the employee's pay for the following fiscal year.
- D. Those who possess a current Braille Certificate shall receive an additional \$0.50 per hour.
- E. Those possess a current School Bus Driver Instructor Certificate shall receive an additional \$1.00 per hour above the regular bus driver rate while performing the duties of a Driver Trainer.
- F. Those are assigned the duties of an in-school suspension paraeducator shall receive an additional \$1.00 per hour.
- G. Those who are assigned the duties of the Kitchen Manager shall receive an additional two dollars (\$2.00) per hour for time worked as the Kitchen Manager.
- H. Paraeducators who are regularly assigned to programs and/or positions for more than half of their day, which require the performance of special duty functions will receive an additional \$1.00 per hour while said assignment is in effect. Paraeducators who are assigned to special duty functions for less than half their day will be paid the additional \$1.00 only for actual hours worked performing special duty functions. Special duty functions are described as working with students who are aggressive and/or combative, need catheterization, have special hygiene functions, specialized medical procedures, and other specialized areas as identified by the District that exceed normally-assigned job requirements. This additional compensation does not apply to substitute employees.
- I. Those who are assigned the duties of the Lead Bus Driver or Lead Paraeducator, if any, will receive an additional \$1.50 per hour above their normal rate of pay.
- J. Those who possess field maintenance and irrigation expertise will receive an additional \$0.50 per hour above their normal rate of pay.

Hood Canal School District # 404
Classified Evaluation Form
Paraeducator

Annual 90 Day

Employee: _____ Position: _____ Date: _____

Rating Key:

Proficient - 3: Demonstrates a thorough understanding of the job assignment and is able to complete tasks in accordance with the expectations of the position.

Developing - 2: Understands the job assignment and is working to improve, but additional assistance or redirection may be needed to the complete assigned tasks.

Focus Area - 1: Performance is below reasonable expectations for the position. Immediate and substantial improvement is necessary.

Specific to Job Description	Proficient	Developing	Focus Area
Provides appropriate strategies and techniques to provide instructional support in teaching and leaning as directed by certificated staff.			
Keeps accurate data on student progress as directed by certificated staff.			
Effectively uses appropriate technology to assist in teaching and data collection.			
Demonstrates effective student supervision techniques.			
Demonstrates necessary knowledge and skills to meet the responsibilities of position.			
Possesses, maintains, and demonstrates competence in position.			
Has completed required competency and mandatory trainings.			
Stays current with changing processes, methods, concepts, and techniques.			
Creates and maintains accurate records as required for position.			
Overall Rating/ Score			

Work Habits - Performance	Proficient	Developing	Focus Area
Provides positive behavior support and management of students, adhering to district policies and procedures regarding student management.			
Consistently performs duties with minimal supervision, taking initiative, and anticipating future work needs.			
Completes tasks in a timely manner and meeting deadlines.			
Sets appropriate priorities to carry out work efficiently.			
Demonstrates accuracy, thoroughness, and overall concern for quality of work.			
Demonstrates flexibility.			
Demonstrates radio etiquette.			
Checks mailbox, emails, and voicemails daily and responds a timely manner.			
Work areas and mailbox are tidy and organized.			
Practices safety standards and responds appropriately to emergencies.			
Seeks clarification and/or training as needed.			
Overall Rating/ Score			

Communication - Human Relations - Teamwork	Proficient	Developing	Focus Area
Maintains confidentiality regarding students, families, and staff, at all times.			
Acts as a positive role model for students.			
Uses tact and diplomacy in interactions with students and all other stakeholders.			
Exhibits a positive attitude; contributing to a positive climate.			
Uses appropriate problem-solving and communication skills to work as an effective member of the building team.			
Attends and actively participates in applicable meetings and trainings when schedule allows or as requested by administration.			
Overall Rating/ Score			

Professionalism	Proficient	Developing	Focus Area
Maintains appropriate dress and appearance.			
Demonstrates ability to work well under pressure and manage stress.			
Accepts and responds professionally to feedback.			
Continues to develop professionally.			
Saves personal tasks and communications for outside of work times.			
Overall Rating/ Score			

Attendance - Punctuality	Proficient	Developing	Focus Area
Maintains regular and consistent attendance; arrives on time.			
Timely notice is given when absence is anticipated; follows procedures for requesting and entering leave.			
Consistently follows assigned schedule.			
Overall Rating/ Score			

Summative Rating	Proficient	Developing	Focus Area
Work Habits - Performance			
Communication - Human Relations - Teamwork			
Job Knowledge - Professionalism			
Attendance - Punctuality			
Overall Rating/ Score			

FINAL RATING:

Comments:

Employee Signature

Date

Supervisor Signature

Date

Above Parties shall sign the evaluation in acknowledgement of having reviewed the evaluation. An employee may file a written statement to accompany the evaluation where there is a disagreement with the evaluation.

Employee Statement attached: Yes No

Hood Canal School District # 404
Classified Evaluation Form
Secretarial

Annual 90 Day

Employee: _____ Position: _____ Date: _____

Rating Key:

Proficient - 3: Demonstrates a thorough understanding of the job assignment and is able to complete tasks in accordance with the expectations of the position.

Developing - 2: Understands the job assignment and is working to improve, but additional assistance or redirection may be needed to the complete assigned tasks.

Focus Area - 1: Performance is below reasonable expectations for the position. Immediate and substantial improvement is necessary.

Specific to Job Description	Proficient	Developing	Focus Area
Greets visitors, parents, students, and staff in a welcoming manner.			
Ensures student records are secured and documents are processed and filed timely and accurately.			
Follows district policy and procedure when receipting and securing local revenues.			
Maintains accurate and necessary documentation for records retention and audits.			
Provides health room assistance as needed.			
Collects data and processes all required monthly and annual student record reports, ensuring they are submitted accurately and timely.			
Follows procurement compliance.			
Demonstrates necessary knowledge and skills to meet the responsibilities of position.			
Possesses, maintains, and demonstrates competence in position.			
Has completed required competency and mandatory trainings.			
Stays current with changing processes, methods, concepts, and techniques.			
Creates and maintains accurate records as required for position.			
Overall Rating/ Score			

Work Habits - Performance	Proficient	Developing	Focus Area
Provides positive behavior support and management of students, adhering to district policies and procedures regarding student management.			
Consistently performs duties with minimal supervision, taking initiative, and anticipating future work needs.			
Completes tasks in a timely manner and meeting deadlines.			
Sets appropriate priorities to carry out work efficiently.			
Demonstrates accuracy, thoroughness, and overall concern for quality of work.			
Demonstrates flexibility.			
Demonstrates radio etiquette.			
Checks mailbox, emails, and voicemails daily and responds a timely manner.			
Work areas and mailbox are tidy and organized.			
Practices safety standards and responds appropriately to emergencies.			
Seeks clarification and/or training as needed.			
Overall Rating/ Score			

Communication - Human Relations - Teamwork	Proficient	Developing	Focus Area
Maintains confidentiality regarding students, families, and staff, at all times.			
Acts as a positive role model for students.			
Uses tact and diplomacy in interactions with students and all other stakeholders.			
Exhibits a positive attitude; contributing to a positive climate.			
Uses appropriate problem-solving and communication skills to work as an effective member of the building team.			
Attends and actively participates in applicable meetings and trainings when schedule allows or as requested by administration.			
Overall Rating/ Score			

Professionalism	Proficient	Developing	Focus Area
Maintains appropriate dress and appearance.			
Demonstrates ability to work well under pressure and manage stress.			
Accepts and responds professionally to feedback.			
Continues to develop professionally.			
Saves personal tasks and communications for outside of work times.			
Overall Rating/ Score			

Attendance - Punctuality	Proficient	Developing	Focus Area
Maintains regular and consistent attendance; arrives on time.			
Timely notice is given when absence is anticipated; follows procedures for requesting and entering leave.			
Consistently follows assigned schedule.			
Overall Rating/ Score			

Summative Rating	Proficient	Developing	Focus Area
Work Habits - Performance			
Communication - Human Relations - Teamwork			
Job Knowledge - Professionalism			
Attendance - Punctuality			
Overall Rating/ Score			

FINAL RATING:

Comments:

Employee Signature

Date

Supervisor Signature

Date

Above Parties shall sign the evaluation in acknowledgement of having reviewed the evaluation. An employee may file a written statement to accompany the evaluation where there is a disagreement with the evaluation.

Employee Statement attached: Yes No

Hood Canal School District # 404
Classified Evaluation Form
Transportation

Annual 90 Day

Employee: _____ Position: _____ Date: _____

Rating Key:

Proficient - 3: Demonstrates a thorough understanding of the job assignment and is able to complete tasks in accordance with the expectations of the position.

Developing - 2: Understands the job assignment and is working to improve, but additional assistance or redirection may be needed to the complete assigned tasks.

Focus Area - 1: Performance is below reasonable expectations for the position. Immediate and substantial improvement is necessary.

Specific to Job Description	Proficient	Developing	Focus Area
Demonstrates safe, defensive driving techniques.			
Practices safe loading and unloading of students, ensuring no student is left on bus.			
Completes thorough pre and post trip tasks according to district procedures.			
Cleans bus regularly inside and out.			
Minimal bus damage; all damage is reported immediately.			
Reviews school bus video as directed.			
Collects data and processes all required monthly and annual transportation reports, ensuring they are submitted accurately and timely. (Lead Driver only)			
Follows procurement compliance (Lead Driver only).			
Demonstrates necessary knowledge and skills to meet the responsibilities of position.			
Possesses, maintains, and demonstrates competence in position.			
Has completed required competency and mandatory trainings.			
Stays current with changing processes, methods, concepts, and techniques.			
Creates and maintains accurate records as required for position.			
Overall Rating/ Score			

Work Habits - Performance	Proficient	Developing	Focus Area
Provides positive behavior support and management of students, adhering to district policies and procedures regarding student management.			
Consistently performs duties with minimal supervision, taking initiative, and anticipating future work needs.			
Completes tasks in a timely manner and meeting deadlines.			
Sets appropriate priorities to carry out work efficiently.			
Demonstrates accuracy, thoroughness, and overall concern for quality of work.			
Demonstrates flexibility.			
Demonstrates radio etiquette.			
Checks mailbox, emails, and voicemails daily and responds a timely manner.			
Work areas and mailbox are tidy and organized.			
Practices safety standards and responds appropriately to emergencies.			
Seeks clarification and/or training as needed.			
Overall Rating/ Score			

Communication - Human Relations - Teamwork	Proficient	Developing	Focus Area
Maintains confidentiality regarding students, families, and staff, at all times.			
Acts as a positive role model for students.			
Uses tact and diplomacy in interactions with students and all other stakeholders.			
Exhibits a positive attitude; contributing to a positive climate.			
Uses appropriate problem-solving and communication skills to work as an effective member of the building team.			
Attends and actively participates in applicable meetings and trainings when schedule allows or as requested by administration.			
Overall Rating/ Score			

Professionalism	Proficient	Developing	Focus Area
Maintains appropriate dress and appearance.			
Demonstrates ability to work well under pressure and manage stress.			
Accepts and responds professionally to feedback.			
Continues to develop professionally.			
Saves personal tasks and communications for outside of work times.			
Overall Rating/ Score			

Attendance - Punctuality	Proficient	Developing	Focus Area
Maintains regular and consistent attendance; arrives on time.			
Timely notice is given when absence is anticipated; follows procedures for requesting and entering leave.			
Consistently follows assigned schedule.			
Overall Rating/ Score			

Summative Rating	Proficient	Developing	Focus Area
Work Habits - Performance			
Communication - Human Relations - Teamwork			
Job Knowledge - Professionalism			
Attendance - Punctuality			
Overall Rating/ Score			

FINAL RATING:	
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Comments:

Employee Signature

Date

Supervisor Signature

Date

Above Parties shall sign the evaluation in acknowledgement of having reviewed the evaluation. An employee may file a written statement to accompany the evaluation where there is a disagreement with the evaluation.

Employee Statement attached: Yes No

Hood Canal School District # 404
Classified Evaluation Form
Food Service

Annual **90 Day**

Employee: _____ Position: _____ Date: _____

Rating Key:

Proficient - 3: Demonstrates a thorough understanding of the job assignment and is able to complete tasks in accordance with the expectations of the position.

Developing - 2: Understands the job assignment and is working to improve, but additional assistance or redirection may be needed to the complete assigned tasks.

Focus Area - 1: Performance is below reasonable expectations for the position. Immediate and substantial improvement is necessary.

Specific to Job Description	Proficient	Developing	Focus Area
Ensures food service areas are sanitary and suitable for safe operations.			
Demonstrates knowledge of and applies USDA regulations in all aspects of position.			
Demonstrates knowledge of and applies food safety practices.			
Works at an appropriate pace to meet production and serving requirements.			
Monitors food preparation and cooking, quality standards and control, food presentation, service line, delivery, and proper food storage.			
Maintains supplies and equipment, ensuring they are in good working condition.			
Maintains accurate and necessary documentation for records retention and audits.			
Follows procurement compliance.			
Collects data and processes all required monthly and annual food service reports, ensuring they are submitted accurately and timely. (Kitchen Manager only)			
Recommends policies, procedures, and/or actions to ensure efficient and safe operations. (Kitchen Manager only)			
Demonstrates necessary knowledge and skills to meet the responsibilities of position.			
Possesses, maintains, and demonstrates competence in position.			
Has completed required competency and mandatory trainings.			
Stays current with changing processes, methods, concepts, and techniques.			
Overall Rating/ Score			

Work Habits - Performance	Proficient	Developing	Focus Area
Provides positive behavior support and management of students, adhering to district policies and procedures regarding student management.			
Consistently performs duties with minimal supervision, taking initiative, and anticipating future work needs.			
Completes tasks in a timely manner and meeting deadlines.			
Sets appropriate priorities to carry out work efficiently.			
Demonstrates accuracy, thoroughness, and overall concern for quality of work.			
Demonstrates flexibility.			
Demonstrates radio etiquette.			
Checks mailbox, emails, and voicemails daily and responds a timely manner.			
Work areas and mailbox are tidy and organized.			
Practices safety standards and responds appropriately to emergencies.			
Seeks clarification and/or training as needed.			
Overall Rating/ Score			

Communication - Human Relations - Teamwork	Proficient	Developing	Focus Area
Maintains confidentiality regarding students, families, and staff, at all times.			
Acts as a positive role model for students.			
Uses tact and diplomacy in interactions with students and all other stakeholders.			
Exhibits a positive attitude; contributing to a positive climate.			
Uses appropriate problem-solving and communication skills to work as an effective member of the building team.			
Attends and actively participates in applicable meetings and trainings when schedule allows or as requested by administration.			
Overall Rating/ Score			

Professionalism	Proficient	Developing	Focus Area
Maintains appropriate dress and appearance.			
Demonstrates ability to work well under pressure and manage stress.			
Accepts and responds professionally to feedback.			
Continues to develop professionally.			
Saves personal tasks and communications for outside of work times.			
Overall Rating/ Score			

Attendance - Punctuality	Proficient	Developing	Focus Area
Maintains regular and consistent attendance; arrives on time.			
Timely notice is given when absence is anticipated; follows procedures for requesting and entering leave.			
Consistently follows assigned schedule.			
Overall Rating/ Score			

Summative Rating	Proficient	Developing	Focus Area
Work Habits - Performance			
Communication - Human Relations - Teamwork			
Job Knowledge - Professionalism			
Attendance - Punctuality			
Overall Rating/ Score			

FINAL RATING:	
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Comments:

Employee Signature

Date

Supervisor Signature

Date

Above Parties shall sign the evaluation in acknowledgement of having reviewed the evaluation. An employee may file a written statement to accompany the evaluation where there is a disagreement with the evaluation.

Employee Statement attached: Yes No

Hood Canal School District # 404
Classified Evaluation Form
Maintenance - Custodial

Annual **90 Day**

Employee: _____ Position: _____ Date: _____

Rating Key:

Proficient - 3: Demonstrates a thorough understanding of the job assignment and is able to complete tasks in accordance with the expectations of the position.

Developing - 2: Understands the job assignment and is working to improve, but additional assistance or redirection may be needed to the complete assigned tasks.

Focus Area - 1: Performance is below reasonable expectations for the position. Immediate and substantial improvement is necessary.

Specific to Job Description	Proficient	Developing	Focus Area
Ensures building is sanitary and suitable for safe operations.			
Ensures landscaping, building, and grounds is well-maintained.			
Ensures building is secure and all non-essential lights are turned off.			
Ensures scheduled maintenance is performed accurately and timely. (Maintenance only)			
Ensures compliance with MSDS, according to OSHA standards. (Maintenance only)			
Maintains supplies, tools, and equipment, ensuring they are secured and in good working condition.			
Responds to immediate safety and/or operational concerns.			
Completes task checklists, as required.			
Follows procurement compliance.			
Demonstrates necessary knowledge and skills to meet the responsibilities of position.			
Possesses, maintains, and demonstrates competence in position.			
Has completed required competency and mandatory trainings.			
Stays current with changing processes, methods, concepts, and techniques.			
Creates and maintains accurate records as required for position.			
Overall Rating/ Score			

Work Habits - Performance	Proficient	Developing	Focus Area
Provides positive behavior support and management of students, adhering to district policies and procedures regarding student management.			
Consistently performs duties with minimal supervision, taking initiative, and anticipating future work needs.			
Completes tasks in a timely manner and meeting deadlines.			
Sets appropriate priorities to carry out work efficiently.			
Demonstrates accuracy, thoroughness, and overall concern for quality of work.			
Demonstrates flexibility.			
Demonstrates radio etiquette.			
Checks mailbox, emails, and voicemails daily and responds a timely manner.			
Work areas and mailbox are tidy and organized.			
Practices safety standards and responds appropriately to emergencies.			
Seeks clarification and/or training as needed.			
Overall Rating/ Score			

Communication - Human Relations - Teamwork	Proficient	Developing	Focus Area
Maintains confidentiality regarding students, families, and staff, at all times.			
Acts as a positive role model for students.			
Uses tact and diplomacy in interactions with students and all other stakeholders.			
Exhibits a positive attitude; contributing to a positive climate.			
Uses appropriate problem-solving and communication skills to work as an effective member of the building team.			
Attends and actively participates in applicable meetings and trainings when schedule allows or as requested by administration.			
Overall Rating/ Score			

Professionalism	Proficient	Developing	Focus Area
Maintains appropriate dress and appearance.			
Demonstrates ability to work well under pressure and manage stress.			
Accepts and responds professionally to feedback.			
Continues to develop professionally.			
Saves personal tasks and communications for outside of work times.			
Overall Rating/ Score			

Attendance - Punctuality	Proficient	Developing	Focus Area
Maintains regular and consistent attendance; arrives on time.			
Timely notice is given when absence is anticipated; follows procedures for requesting and entering leave.			
Consistently follows assigned schedule.			
Overall Rating/ Score			

Summative Rating	Proficient	Developing	Focus Area
Work Habits - Performance			
Communication - Human Relations - Teamwork			
Job Knowledge - Professionalism			
Attendance - Punctuality			
Overall Rating/ Score			

FINAL RATING:	
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Comments:

Employee Signature

Date

Supervisor Signature

Date

Above Parties shall sign the evaluation in acknowledgement of having reviewed the evaluation. An employee may file a written statement to accompany the evaluation where there is a disagreement with the evaluation.

Employee Statement attached: Yes No

1 **MEMORANDUM OF UNDERSTANDING**

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF HOOD CANAL,
5 AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948,
6 AND THE HOOD CANAL SCHOOL DISTRICT #404. THIS AGREEMENT IS ENTERED INTO
7 PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE
8 BARGAINING AGREEMENT.
9

10
11 **BACKGROUND:** In an effort to ensure that all classified staff are meaningfully evaluated each year,
12 the Hood Canal School District (District) and the Public School Employees of Hood Canal School
13 District (Union) have agreed to collaborate on developing evaluation tools for different classifications
14 within the Union, as follows:
15

16 **AGREEMENT:**

- 17
18 1. The District and the Union shall collaborate on revising evaluation tools for the different
19 classifications within the Union during the 2022-2023 school year.
20
21 2. The agreed evaluation tools will be implemented by agreement of the parties when the
22 process is finished no later than October 31st, 2022.
23
24 3. This MOU shall expire August 31, 2023.
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29 PUBLIC SCHOOL EMPLOYEES
30 OF WASHINGTON / SEIU Local 1948
31

32 PUBLIC SCHOOL EMPLOYEES
33 OF HOOD CANAL #905
34

HOOD CANAL SCHOOL DISTRICT #404
35

36
37 BY: */Signed by Jean Paul Houed/*
38 Jean-Paul Houed, Chapter President
39

BY: */Signed by Jose de Jesus Melendez/*
Jose-de-Jesus Melendez, Superintendent
40

41 DATE: *September 27, 2022*
42

DATE: *September 23, 2022*
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1 MEMORANDUM OF UNDERSTANDING

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF HOOD CANAL,
5 AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948,
6 AND THE HOOD CANAL SCHOOL DISTRICT #404. THIS AGREEMENT IS ENTERED INTO
7 PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE
8 BARGAINING AGREEMENT.

9
10 **BACKGROUND:** In an effort to address the ongoing impacts of the COVID-19 pandemic, the Hood
11 Canal School District (District) and the Public School Employees of Hood Canal School District
12 (Union) have agreed on measures related to positive COVID-19 tests, as follows:
13

14 **AGREEMENT:**

- 15
16 1. Employees showing symptoms of COVID-19 are required to stay home. Before returning to the
17 worksite, so situated employees must test negative for COVID-19.
18

19 Employees who test positive for COVID-19 are required to isolate away from the worksite for five
20 (5) days. Day 0 is the first day of symptoms or positive viral test. An employee may return to the
21 worksite after five (5) days of isolation if they are asymptomatic or their symptoms have improved
22 and they have had no fever for the past twenty-four (24) hours without the use of fever-reducing
23 medications.
24

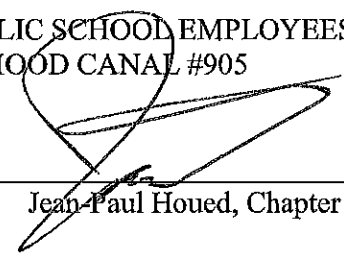
25 Upon return, all employees so situated shall wear a well-fitted mask from days 6 to 10. In the event
26 employees test positive after the five (5) day period of isolation, they must remain in isolation for
27 the full ten (10) day isolation period.
28

- 29 2. During the 2022-2023 school year, employees who test positive for COVID-19 will receive up to
30 five (5) days of paid leave that can be accessed by submitting an attestation form to the Director of
31 Finance and Operations, Jeanie Beebe, via e-mail no later than August 31, 2023.
32
33 3. This MOU shall expire August 31, 2023.
34
35

36 PUBLIC SCHOOL EMPLOYEES
37 OF WASHINGTON / SEIU Local 1948
38

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40 PUBLIC SCHOOL EMPLOYEES
41 OF HOOD CANAL #905
42

HOOD CANAL SCHOOL DISTRICT #404

43
44 BY: 
45 Jean-Paul Houed, Chapter President
46

47 BY: 
48 Jose de Jesus Melendez, Superintendent

DATE: 1/29/23

DATE: 1.29.23



LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF HOOD CANAL, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE HOOD CANAL SCHOOL DISTRICT #404. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Hood Canal School District #404 (District) is adding the position of Supervision Monitor to its staff, and the Public School Employees of Hood Canal (Union) and District have reached the following agreements regarding this position:

Agreement:

1. The Supervision Monitor is a job title under a new classification for purposes of categories to be Other Services.
2. The Job Description and duties of this position for the 2022 - 2023 school year have been agreed upon with the Union and District. Specifically, that the Supervision Monitor is not to serve as an Instructional Para in any capacity. Their roles are specific to supervision as outlined in their job description.
3. The Schedule A wages for the 2022 - 2023 school year shall be:

Sub	1 - 4 Year	5 - 9 Years	10+ years
\$ 17.71	\$ 19.72	\$ 20.70	\$ 21.74

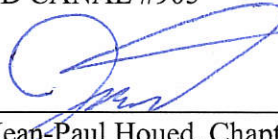
Wages shall be increased in subsequent years by the terms of the parties' current collective bargaining agreement.

This Letter of Agreement shall take effect on the date of the last signature below and shall expire on August 31, 2025, and shall be attached to the current Collective Bargaining Agreement.


PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF HOOD CANAL #905

HOOD CANAL SCHOOL DISTRICT #404

BY: 

Jean-Paul Houed, Chapter President

BY: 

Jeanie Beebe, Interim Superintendent

DATE: 3.22.2023

DATE: 3.22.2023



**Hood Canal School District
Schedule A
2023-2024**

<u>Paraeducator</u>	<u>Sub/Prob.</u>	<u>1-4 Years</u>	<u>5-9 Years</u>	<u>10+ Years</u>
Paraeducator	\$ 20.18	\$ 22.47	\$ 23.59	\$ 24.77
Supervision Monitor	\$ 18.37	\$ 20.45	\$ 21.47	\$ 22.54
<u>Custodian-Maintenance</u>				
Maintenance/Custodian	\$ 22.36	\$ 24.70	\$ 25.93	\$ 27.25
Custodian	\$ 20.53	\$ 22.83	\$ 23.98	\$ 25.18
<u>Food Service</u>				
Head Cook	\$ 23.47	\$ 25.91	\$ 27.24	\$ 29.04
Assistant Cook	\$ 19.90	\$ 22.19	\$ 23.30	\$ 24.46
Food Service Assistant	\$ 18.02	\$ 19.90	\$ 20.90	\$ 21.94
<u>Secretarial</u>				
District Secretary	\$ 23.47	\$ 25.91	\$ 27.24	\$ 29.04
School Secretary	\$ 21.67	\$ 24.16	\$ 25.37	\$ 26.64
Office Assistant	\$ 20.08	\$ 22.09	\$ 23.14	\$ 24.25
<u>Transportation</u>				
Driver	\$ 24.06	\$ 26.43	\$ 27.67	\$ 28.97
Route Coordinator/Dispatcher	\$ 20.91	\$ 23.09	\$ 24.26	\$ 25.46

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF HOOD CANAL, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE HOOD CANAL SCHOOL DISTRICT #404. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Hood Canal School District #404 (District) is adding the position of Student Support Specialist to its staff, and the Public School Employees of Hood Canal (Union) and District have reached the following agreements regarding this position:

Agreement:

1. The Student Support Specialist is a job title under a new classification for purposes of categories to be Other Services.
2. The Job Description and Duties of this position for the 2023-2024 school year have been agreed upon with the Union and District.
3. The Schedule A wages for the 2023-2024 school year shall be:

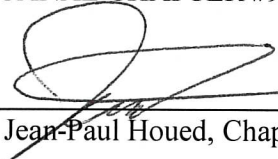
Sub	1-4 Years	5-9 Years	10+ Years
\$25.69	\$28.26	\$29.60	\$31.00

Wages shall be increased in subsequent years by the terms of the parties' current Collective Bargaining Agreement.

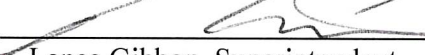
This Letter of Agreement shall take effect on the date of the last signature below and shall expire on August 31, 2025; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

HOOD CANAL CHAPTER #905

BY: 
Jean-Paul Houed, Chapter President

HOOD CANAL SCHOOL DISTRICT #404

BY: 
Lance Gibbon, Superintendent

DATE: 10/31/23

DATE: 10/30/23



1 MEMORANDUM OF UNDERSTANDING

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF HOOD CANAL,
5 AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948,
6 AND THE HOOD CANAL SCHOOL DISTRICT #404. THIS AGREEMENT IS ENTERED INTO
7 PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE
8 BARGAINING AGREEMENT.
9

10
11 Background: Washington States public funding model distributed funding to school districts based on
12 projected levels of staff and resources required to support a prototypical school for some classified
13 staff. The Hood Canal School District (District) and Hood Canal PSE (Union) have agreed to
14 collaborate on developing a plan to use these additional funds.
15

16 Agreement:

17 The agreement stipulates that the District will schedule four (4) training days prior to the start of each
18 school year. These days will be included in the yearly contracted days paraeducators and applicable
19 secretarial staff. Additionally, they will be compensated for the Labor Day Holiday, totaling five (5)
20 extra paid days per year.
21

22 Attendance at the training is mandatory unless excused for unforeseen circumstances eligible for leave
23 under Article 8, with final approval required from the District Designee. It is important to clarify that
24 this agreement will not set a precedent but will be incorporated into the new contract as a permanent
25 benefit.
26
27
28
29

30 PUBLIC SCHOOL EMPLOYEES
31 OF WASHINGTON / SEIU Local 1948
32

33 PUBLIC SCHOOL EMPLOYEES
34 OF HOOD CANAL #905

HOOD CANAL SCHOOL DISTRICT #404

35
36
37
38 BY:  Jean-Paul Houed (Jun 20, 2024 11:26 PDT)
39 Jean-Paul Houed, Chapter President

BY: Dr. Lance Gibbon (Jun 18, 2024 14:41 PDT)
Dr. Lance Gibbon, Superintendent

40
41 DATE: 06/20/24

DATE: 06/18/24



**Hood Canal School District
Schedule A
2024-2025**

<u>Paraeducator</u>	<u>Sub/Prob.</u>	<u>1-4 Years</u>	<u>5-9 Years</u>	<u>10+ Years</u>
Paraeducator	\$ 20.93	\$ 23.30	\$ 24.46	\$ 25.69
Supervision Monitor	\$ 19.04	\$ 21.21	\$ 22.26	\$ 23.38
<u>Custodian-Maintenance</u>				
Maintenance/Custodian	\$ 23.18	\$ 25.62	\$ 26.88	\$ 28.26
Custodian	\$ 21.29	\$ 23.68	\$ 24.86	\$ 26.11
<u>Food Service</u>				
Head Cook	\$ 24.34	\$ 26.87	\$ 28.25	\$ 30.11
Assistant Cook	\$ 20.64	\$ 23.01	\$ 24.16	\$ 25.37
Food Service Assistant	\$ 18.69	\$ 20.64	\$ 21.67	\$ 22.75
<u>Secretarial</u>				
District Secretary	\$ 24.34	\$ 26.87	\$ 28.25	\$ 30.11
School Secretary	\$ 22.48	\$ 25.06	\$ 26.30	\$ 27.63
Office Assistant	\$ 20.82	\$ 22.91	\$ 23.99	\$ 25.14
<u>Transportation</u>				
Driver	\$ 24.95	\$ 27.41	\$ 28.69	\$ 30.05
Route Coordinator/Dispatcher	\$ 21.68	\$ 23.95	\$ 25.15	\$ 26.40
<u>Other Services</u>				
Student Support Specialist	\$ 26.64	\$ 29.31	\$ 30.70	\$ 32.15