

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**Hoquiam School District #28**

AND

**Public School Employees of Hoquiam**

SEPTEMBER 1, 2022 - AUGUST 31, 2025



Public School Employees of Washington / SEIU 1948  
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3 **DECLARATION OF PRINCIPLES**

- 4 1. Participation of employees in the formulation and implementation of personnel policies affecting  
5 them contributes to effective conduct of school business.
- 6 2. The efficient administration of the system of public instruction and well-being of employees  
7 requires that orderly and constructive relationships be maintained between the parties hereto.
- 8
- 9 3. Subject to law and the paramount consideration of service to the public, employee-management  
10 relations should be improved by providing employees an opportunity for greater participation in  
11 the formulation and implementation of policies and procedures affecting the conditions of their  
12 employment.
- 13
- 14 4. Effective employee-management cooperation requires a clear statement of the respective rights  
15 and obligations of the parties hereto.
- 16
- 17 5. It is the intent and purpose of the parties hereto to promote and improve the efficient  
18 administration of the District and the well-being of employees within the spirit of the Public  
19 Employees Collective Bargaining Act, to establish a basic understanding relative to personnel  
20 policies, practices and procedures, and to provide means for amicable discussion and  
21 adjustment of matters of mutual interest.
- 22  
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24

25 **PREAMBLE**

26  
27 This Agreement is made and entered into between Hoquiam School District Number 28 (hereinafter  
28 "District") and Public School Employees of Hoquiam, an affiliate of Public School Employees of  
29 Washington / SEIU 1948 (hereinafter "Association").

30  
31 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations  
32 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the  
33 parties agree as follows:

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35  
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37 **ARTICLE I**

38 **RECOGNITION AND COVERAGE OF AGREEMENT**

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40  
41 **Section 1.1.**

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

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1 **Section 1.2.**

2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties  
3 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the  
4 Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).  
5

6 **Section 1.3.**

7 Descriptions for all positions subject to this Agreement are attached hereto and by this reference  
8 incorporated herein. Modification of existing positions, or the creation of new positions, shall require  
9 reopening of this Agreement pursuant to Article XVIII, Section 18.3.  
10

11 Descriptions for all positions subject to the Agreement are submitted for review to PSE including  
12 revisions as openings occur.  
13

14 **Section 1.4.**

15 The bargaining unit to which this Agreement is applicable is: All employees of the District performing  
16 work as classified employees; except the Business Manager, the Transportation Director, the Director  
17 of Facilities and Maintenance, the Administrative Assistant, the Accounts Payable/Skyward Student  
18 Support Officer, the Payroll Officer, the Food Service Director, and the Human Resource Coordinator.  
19

20 **Section 1.4.1.**

21 All substitute employees who have worked thirty (30) accumulative days in the current or  
22 immediately preceding school year and who continue to be available for employment as  
23 substitutes shall be included in the bargaining unit. The only sections of the Agreement which  
24 apply to bargaining unit substitutes are Section 7.2 and the hourly wage rate for the position  
25 pay level at Step 1 as per Schedule A. The provisions stated in this subsection shall be the sole  
26 provisions of the Agreement applicable to bargaining unit substitutes. Employees who have  
27 retired and return to a substitute position in the same classification with the District will be paid  
28 at the same step as they were paid their final year of service in their previous permanent  
29 position.  
30

31 **Section 1.5.**

32 The District will not enter into any contract that results in the subcontracting of bargaining unit  
33 work without negotiating the impact with the Association.  
34

35 PSE recognizes that there is a practice of the School District to regularly subcontract certain kinds of  
36 maintenance and custodial work that are mutually approved. This work is sent out for a number of  
37 reasons, such as specialized equipment, special training or certifications, and availability of supplies.  
38 The union agrees to this subcontracting due to the fact that it supports the regular work of the  
39 maintenance department. In affirmance of this the parties agree to an annual process where an MOU is  
40 agreed to by the parties showing the approved outside contracting for that year.  
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**ARTICLE II**

**RIGHTS OF THE EMPLOYER**

**Section 2.1.**

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

**Section 2.2.**

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

**ARTICLE III**

**RIGHTS OF THE EMPLOYEES**

**Section 3.1.**

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

**Section 3.2.**

Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District. Protocol shall be followed, with concerns discussed first with the Building Principal/Program Director.

**Section 3.3.**

Employees of the unit subject to this Agreement have the right to have Association representatives or other persons present at discussions which could result in discipline between themselves and supervisors or other representatives of the District as provided in Article XV, Grievance Procedure. Such meetings shall be held behind closed doors.



1 **Section 3.4.**

2 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,  
3 exclusive of compensation for services rendered, to appropriate officials of the Association.  
4

5 **Section 3.5.**

6 Neither the District, nor the Association, shall unlawfully discriminate against any employee subject to  
7 this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a  
8 disability with respect to a position, the duties of which may be performed efficiently by an individual  
9 without danger to the health or safety of the disabled person or others.  
10

11 **Section 3.6.**

12 The district shall post the Agreement on the District Website once provided by PSE.  
13

14 **Section 3.7.**

15 The use of audio/video devices is designed to monitor student behavior. The audio/video devices may  
16 also be used by the supervisor to assist individual drivers by serving as a training aid for developing  
17 successful student management techniques. Drivers shall have the right to review the recorded  
18 audio/video devices for their bus(s) after making an appointment for such purposes with the  
19 Transportation Supervisor. With the permission from the driver and supervisor, viewing of the video  
20 may be done with the Hoquiam senior driver when the supervisor is not available. Drivers may request  
21 review of videos of days a substitute driver replaces them if they have reason to believe student  
22 misconduct has occurred and only after the supervisor has reviewed the video and found reason to  
23 allow the driver to review the video. Upon request, audio/video devices will be saved for up to  
24 fourteen (14) calendar days or until the driver can review them, whichever comes first. Upon request  
25 drivers may be permitted to view the audio/video devices with the supervisor present. Audio/video  
26 records will not be released without a request. The District will provide the employee notice when an  
27 audio/video request has been made and the employee is the subject of the video. Cameras will not be  
28 used for regular observation.  
29

30 **Section 3.8. Personnel Files.**

31 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the  
32 District Superintendent's office. Each employee shall have the right upon request, and after making an  
33 appointment for that purpose, to review the contents of his/her official personnel file in the presence of  
34 the Superintendent or Designee. During the review employees shall be allowed to copy the material  
35 therein and shall be permitted to make a written inventory of material therein, and, on request, have  
36 such inventory signed and dated by a representative of the administration. Employees shall be charged  
37 a copy fee equivalent to the public copy rate.  
38

39 Supervisors shall have the right to keep an employee's working file for the current evaluation period.  
40

41 No performance related material shall be placed in the employee's official personnel file unless said  
42 material has been shown to the employee prior to insertion and the employee has been given an  
43 opportunity to sign the material, indicating that the employee has received said material. Upon  
44 request, all negative performance related material, except letters of reprimand regarding sexual  
45 harassment, performance evaluations, and material regarding allegations of criminal misconduct  
46 contained in the file shall be expunged no later than five (5) years after its placement in the file. An  
47 employee may attach comments to any material that is part of the personnel file.  
48



1 **Section 3.9. Medical Files.**

2 Consistent with the law, the District shall maintain a medical information file for each classified  
3 employee of the District which will be kept separate from the personnel file. Said files shall be kept in  
4 the District Personnel office. Such file may contain such sensitive information as immunization  
5 history, health related cards, driving physical examination forms and emergency response information.  
6

7 **Section 3.10. Evaluations.**

8 Each employee’s performance shall be evaluated annually by the employee’s immediate supervisor  
9 with input from other administrators who are familiar with the performance of that employee. The  
10 rating system set forth in the applicable evaluation form shall be “S” for satisfactory, “N” for needs  
11 improvement and “U” for unsatisfactory. All performance evaluations reflecting an unsatisfactory  
12 level of performance in one (1) or more categories shall state the specific reasons for the unsatisfactory  
13 rating including training as deemed necessary by the District. The employee’s performance in needs  
14 improvement or an unsatisfactory category shall be reviewed in a conference with the employee, the  
15 immediate supervisor, another administrator, if requested by the supervisor and a representative of the  
16 Association, if requested by the employee. Notes may be taken by the administrator for the purpose of  
17 documenting the conversation. The employee will be provided a copy of these notes. Signing the  
18 evaluation shall indicate only that the employee has seen the evaluation and does not necessarily  
19 indicate that the employee agrees with the content of the evaluation. The immediately preceding  
20 sentence shall be stated on the applicable evaluation form. The Evaluation form will contain a box  
21 where the employee may check Agree or Disagree, at the close of the evaluation.  
22

23 The evaluation will be completed and delivered prior to the last day of school.  
24

25 **Section 3.11.**

26 The District agrees to provide safe and non-hazardous working conditions within the District facilities.  
27 Employees will not be required to re-enter a building if it has been evacuated for any reason until such  
28 time the building has been declared safe by the appropriate authorities. The employees will use all  
29 equipment required by state and federal regulations and provided by the employer. The District agrees  
30 to comply with all appropriate and applicable health and safety regulations. Employees accept the  
31 responsibilities stated in WAC 296-800 Safety and Health Core Rules.  
32

33 **Section 3.11.1.**

34 Any case of assault upon an employee shall promptly be reported to the employer or the  
35 employer’s designated representative. The employer will render assistance to the employee in  
36 conjunction with handling of the incident by law enforcement and judicial authorities.  
37

38 **Section 3.12.**

39 Employees who administer student catherization services shall be provided the training and right of  
40 refusal described in RCW 28A.210.280. Employees whose job description does not include CIC shall  
41 have the right of refusal as described in RCW 28A.210.280.  
42

43 **Section 3.13. Video Surveillance/Global Positioning System (GPS) Usage.**

- 44
- 45 1. Except in cases of unlawful employee conduct or inappropriate behavior, the content of the  
46 audio/video devices shall not be used to discipline employees or to evaluate employees.  
47



1 2. The use of video surveillance and GPS are recognized as a means of managing student  
2 discipline, security/protection of district property/staff, providing a safe work place for  
3 bargaining unit employees and a safe learning environment for students. Video surveillance or  
4 GPS tracking data will not be used for discipline except as described in Section 3.13 (1) or  
5 evaluation of employees.  
6  
7  
8

9 **ARTICLE IV**

10 **RIGHTS OF THE ASSOCIATION**

11 **Section 4.1.**

12 The Association has the right and responsibility to represent the interests of all employees in the unit;  
13 to present its views to the District on matters of concern, either orally or in writing; and to enter  
14 collective negotiations with the object of reaching an agreement applicable to all employees within the  
15 bargaining unit.  
16  
17

18 **Section 4.2.**

19 The Association shall promptly be notified by the District of any disciplinary actions of any employee  
20 in the bargaining unit in accordance with the provisions of the Discharge and Grievance Procedure  
21 Articles contained herein. The Association is entitled to have an observer at hearings conducted by  
22 any District official or body arising out of grievance and to make known the Association's views  
23 concerning the case.  
24  
25

26 **Section 4.3.**

27 The names, hire date, work assignments, addresses, and salary information of employees in the  
28 bargaining unit will be provided to the President of the Association upon request. The preceding data  
29 for new employees will be provided to the President of the Association within ten (10) days of the  
30 Board action authorizing hire.  
31

32 **Section 4.4.**

33 The Association reserves and retains the right to delegate any right or duty contained herein, within the  
34 scope of the statute, to appropriate officials of the Public School Employees of Washington / SEIU  
35 1948 State Organization.  
36

37 **Section 4.5. Association Leave.**

38 Upon approval of the PSE of Hoquiam Executive Board, the President of the Association and  
39 designated representatives will be provided time off without loss of pay to a maximum of ten (10) days  
40 per year to attend State or regional meetings/training, contingent on available substitute resources.  
41 Provided, however, that no more than four (4) employees shall be granted leave under this section on  
42 any given day and that the PSE of Hoquiam Association would pay for the cost of a substitute  
43 employee, if utilized. At the discretion of the District, employees may, at their option, make up the  
44 hours in lieu of utilizing a substitute employee.  
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**ARTICLE V**

**APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

**Section 5.1.**

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are policies, programs, and procedures relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement.

**Section 5.2.**

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

**ARTICLE VI**

**ASSOCIATION REPRESENTATION**

**Section 6.1.**

The Association will designate a Conference Committee (not to exceed eleven (11) members) consisting of trustees and officers who will meet with the Superintendent of the District and/or designated representative(s) on a mutually agreeable regular basis to discuss appropriate matters. The number of Association representatives does not include the PSE field representative.

**Section 6.1.1.**

Association/District meetings will normally be held each month. The Association will provide agenda items to the District at least 48 hours in advance of the meeting. The District will send a proposed agenda to the Association President in advance of the proposed meeting. In the event neither party has an agenda item, the meeting will be mutually canceled.

**Section 6.2.**

The District will provide suitable space to conduct such meetings.

**Section 6.3.**

When formal meetings are held between representatives of the Association and representatives of the District pursuant to Section 6.1, the responsibility of taking of the notes and distribution will be on a rotating basis to be determined by the Superintendent/Designee and PSE President in August.

**Section 6.4.**

The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees on District time and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. This does not,



1 however, preclude the Association's right to pursue the matter to conclusion. They may consult with  
2 the District on complaints without a grievance being made by an individual employee.

3  
4 **Section 6.5.**

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

8  
9 **Section 6.6.**

10 Time during working hours will be allowed Association representatives for attendance at meetings  
11 with the District. Time will also be allowed for representatives to discuss with the employees  
12 grievances and appropriate matters directly related to work situations in their area or craft. Association  
13 representatives will guard against the use of excess time in the handling of such matters.

14  
15 **Section 6.7.**

16 Visitation rights shall be granted to designated representatives of the Association to visit with  
17 employees in the bargaining unit for purposes of grievance procedures and/or general information.  
18 The visiting representative shall notify the Superintendent or official designee of arrival.

19  
20 **Section 6.8. Bulletin Boards.**

21 The District shall provide a bulletin board space in each school for the use of the Association. The  
22 bulletins posted by the Association are the responsibility of the officials of the Association. Each  
23 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or  
24 bulletins may not be posted, and will be removed without notice if posted. There shall be no other  
25 distribution or posting by employees or the Association of pamphlets, advertising, political matters,  
26 notices of any kind, or literature on District property, other than herein provided.

27  
28 **Section 6.8.1.**

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

31  
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33  
34 **ARTICLE VII**

35  
36 **HOURS OF WORK AND OVERTIME**

37  
38 **Section 7.1.**

39 The normal workweek shall consist of five (5) consecutive days, followed by two (2) consecutive days  
40 of rest.

41  
42 **Section 7.2.**

43 The District shall establish workdays with designated times of beginning and ending. Each workday  
44 shall include adequate time to perform assigned duties, plus paid rest periods of approximately fifteen  
45 (15) minutes for each four (4) hour workday. A workday in excess of four (4) hours per day shall  
46 include, in addition to the above, a non-paid lunch period of not less than thirty (30) minutes, to be as  
47 near the middle of the workday as possible.



1           **Section 7.2.1.**

2           At the discretion of the District, full-time employee(s), on an individual basis, shall have the  
3           option to work a four (4) day workweek, ten (10) hour shift. The overtime provisions pursuant  
4           to Section 7.16.1 shall only apply to the forty (40) hour per week standard for employees  
5           impacted by this subsection when implemented.  
6

7           **Section 7.3.**

8           Each employee shall be assigned to a definite and regular workday (start and end time) and workweek,  
9           which shall not be changed without prior notice to the employee of one (1) calendar week, provided,  
10          however this notice may be waived by the employee; provided the above notice shall not apply in the  
11          event of an emergency situation. A foreseeable or scheduled event will not constitute an emergency.  
12          One calendar week prior to the first student day, schedules will be made available in the school office.  
13          The employer may not change one day shift into two different days and by this action result in a 6 day  
14          workweek.  
15

16          Employees working part time schedules will be able to pick up schedules at their assigned building no  
17          less than one week prior to the first student day. Schedules shall also be sent via district email no less  
18          than one week prior to the first student day.  
19

20          **Section 7.4.**

21          Employees required to work through their regular lunch periods will be given time to eat within their  
22          workday as agreed upon by the employee and the supervisor. Food Service employees may submit a  
23          request to the Superintendent/Designee to waive their meal period for the term of one (1) year. This  
24          request will be in writing and submitted no later than two weeks prior to their first contracted day. The  
25          request shall normally be granted unless it conflicts with the efficient service of student meals. In the  
26          event an employee is required to forego the lunch period and works the entire shift, including the lunch  
27          period, the employee shall be compensated for the foregone lunch period at the employee’s regular rate  
28          of pay, subject to the overtime provisions of Section 7.16.1, if the workday exceeds eight (8) hours.  
29

30          **Section 7.5.**

31          Present employees substituting for, and requested to perform the duties regularly done by a supervisory  
32          or lead category employee within their general job classification, shall receive compensation equal to  
33          that normally received by the employee in the higher category during that temporary time, when the  
34          employee performs the duties of the supervisor, as described in the job description, that presents itself  
35          during the full shift. An employee performing the work of a lesser pay category than the employee's  
36          regular job will be paid no less than the employee's regular hourly rate of pay.  
37

38                   **Section 7.5.1.**

39                   Any position that will be unfilled for more than five (5) workdays shall be made available to  
40                   members on a seniority basis by building, within the classification and the remaining  
41                   position(s) may be filled with a substitute. In the event the employee is assigned to more than  
42                   one building, he/she will choose which of his/her assigned buildings will be primary for  
43                   application to this provision. He/she will notify the Superintendent, or designee, in writing by  
44                   June 1 of each year for approval, which building will be his/her primary building assignment.  
45

46                           **Section 7.5.1.1.**

47                           Any foodservice position that will be unfilled (and is expected to be) for (5) five or  
48                           more workdays shall be made available to members on a seniority basis by building and



1 the remaining position(s) will be filled by seniority from a list of all cooks who would  
2 gain time and then the position may be filled with a substitute.

3  
4 **Section 7.6.**

5 Only employees, employed regularly as classified employees, will be used to fulfill all job assignments  
6 for which compensation is paid, within their respective classifications, unless no qualified employee of  
7 a needed classification is available.

8  
9 **Section 7.6.1.**

10 During all events where rent is paid at the school building a custodian shall be present and paid  
11 on Schedule A.

12  
13 **Section 7.6.2.**

14 During all events where rent is paid that require use of the kitchen equipment a Food Service  
15 worker shall be present and paid on Schedule A.

16  
17 **Section 7.7.**

18 Special Service shall be defined as any and all work, noncontiguous with an employee's regular  
19 workday or on an employee's day of rest. Employees performing special services shall be  
20 compensated for a minimum of two (2) hours.

21  
22 **Section 7.8.**

23 Employees will be paid their regular hourly rate for the actual time spent in staff or orientation  
24 meetings required by the District. An employee must be in attendance to receive payment, and one-  
25 half (½) hour will constitute the minimum payment for attending.

26  
27 **Section 7.9.**

28 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the  
29 District will provide a variety of sources of notification, which may include radio, television and the  
30 district school closure line. It is the responsibility of the employee to call the school delay and closure  
31 line before leaving their home to travel to work. Employees reporting to work shall receive a  
32 minimum of two (2) hours pay at base rate in the event of such a closure; provided, however, no  
33 employee shall be entitled to any such compensation in the event the employee failed to make every  
34 effort to determine the status of closure. In the event of school delay, classified employees are  
35 required to arrive at their work site at their regular assigned time or as close as possible to their  
36 regularly assigned time due to safety limitations. Employees who cannot safely arrive at work by their  
37 regular time or are dismissed to leave early may agree with their supervisor to flex and make-up the  
38 employee's time, or take appropriate leave. The District will work with the employee to make sure the  
39 employee does not lose the pay they would have received for their regularly scheduled shift, whether  
40 through make-up days, leave, flex time or otherwise. This provision does not apply if an emergency  
41 leads to a reduction in force.

42  
43 **Section 7.10.**

44 A workday within the Transportation classification shall be established by the District in relation to  
45 bus routes and time requisite to fulfilling tasks assigned by the Supervisor of Transportation. If there  
46 are less than sixty (60) minutes layover time between assignments, an employee's workday shall  
47 continue uninterrupted for such layover time, but not to exceed thirty (30) minutes paid layover time.  
48 Drivers shall receive, in addition to the above, thirty (30) minutes per workday for the purpose of bus



1 warm-up, cleanup and safety check, etc. In the event District required bus cleanup and/or bus washing  
2 exceeds the compensated time (thirty (30) minutes per workday/2.5 hours per workweek) on a  
3 consistent basis, the driver shall submit a request for extra paid time to the transportation supervisor.  
4 Any drivers driving a mid-day route, non-contiguous with their other regularly scheduled daily  
5 route(s), shall receive an additional fifteen (15) minutes per day in addition to the time provided in the  
6 two (2) immediately preceding sentences.

7  
8 **Section 7.11.**

9 All bus trips other than those required to complete regular daily scheduled bus routes, and those that  
10 cannot be taken by regular scheduled drivers (provided that such regular scheduled driver(s) shall be at  
11 the regular designated time/place), shall be defined as extra trips, and shall be paid at the driver's  
12 regular hourly rate for the duration of the trip, subject to the overtime provisions in Sections 7.13,  
13 7.13.1, 7.13.2, 7.16, 7.16.1 and 7.16.2. In the event an extra trip is canceled and the driver misses all  
14 or a portion of their regular daily assigned route(s), the driver shall be paid for any lost driving time  
15 which would have otherwise been paid. Drivers will be required to perform assigned duties for lost  
16 driving time as described in the immediately preceding sentence. However, drivers may elect to  
17 relinquish pay for lost driving time in lieu of performing said assigned duties.

18  
19 **Section 7.11.1.**

20 On overnight trips, drivers shall be compensated at the appropriate hourly rate for actual time,  
21 or a minimum of eight (8) hours, for each day. Meals and lodging shall be provided by the  
22 District at approved rates. Unless otherwise indicated on the extra trip posting, lodging shall be  
23 defined as a private motel or hotel room.

24  
25 **Section 7.11.2.**

26 In the event that an extra trip is cancelled and the same trip is re-scheduled in the same workweek,  
27 the cancelled trip returns to the driver that originally selected the trip. This does not affect the  
28 trip pick rotation established in Section 7.13.2. Subject to the provisions in 7.11.

29  
30 **Section 7.11.3.**

31 On trips with an expected return time after midnight, drivers have the option, exercised prior to  
32 leaving for the trip, of having the following AM run be relieved and subtracted from their trip  
33 time.

34  
35 **Section 7.12.**

36 The minimum cost of an employee's physical examination and/or X-rays required by the District will  
37 be paid by the District. The District shall have the right to select the doctor(s) to be utilized.  
38 Employees will be notified which doctor(s) is/are acceptable to the District.

39  
40 The District will pay FBI background check expenses for new employees. This payment will be on a  
41 reimbursement basis after completing probation. When new drivers are in their training period, before  
42 taking the CDL tests, they will be paid for training for up to forty (40) hours at minimum wage.  
43 Training pay will be reimbursed after authorization and completion of sixty (60) work days.

44  
45 **Section 7.13.**

46 Extra trips shall be posted for driver consideration and sign up as soon as available. Posting shall  
47 include the following information: Date of trip, time of departure and return, origin and destination,  
48 and type of activity. Any qualified driver (defined as completing ninety (90) workdays) wishing

1 assignment to an extra trip must request placement on the extra trip roster. In the event no regularly  
2 employed driver, who has completed ninety (90) work days is interested in working a given extra trip,  
3 the District may, on a case by case basis, assign the extra trip to a regularly employed driver who has  
4 not completed ninety (90) workdays.

5  
6 **Section 7.13.1.**

7 Extra trips shall be assigned by the supervisor of transportation to drivers on a continuously  
8 rotating seniority roster; provided, once a driver has reached a point where regular assignments  
9 for the balance of the week will put the driver over forty (40) hours for the week, the driver's  
10 name shall be bypassed until all other eligible, available drivers are in the same position or until  
11 the start of the ensuing week. When an extra trip has been assigned or selected from the trip  
12 pick sheet by the driver, using the seniority roster and the trip is canceled for reasons other than  
13 weather or event cancellation by the other school district, the driver will be paid two (2) hours  
14 of pay at his/her regular rate of pay if another trip is not available that week.

15  
16 **Section 7.13.2.**

17 The continuously rotating roster specified in Sections 7.13 and 7.13.1 shall be utilized as  
18 follows:

- 19  
20 A. At the beginning of each instructional (defined as the period of time students are  
21 attending classes) year, all qualified drivers requesting extra trips shall be placed on a  
22 roster in seniority order. Assignments for that instructional year shall commence with  
23 the senior most driver and thereon in a continuously rotating seniority roster order,  
24 except that: existing drivers or newly qualified bus drivers may request to be placed  
25 on the extra trip roster (such placement shall be at the bottom of the existing roster, in  
26 order of request) for the balance of the instructional year, except that: the next  
27 instructional year's extra trip roster shall be developed using such driver(s) seniority  
28 date(s). Such roster shall be used for the balance of the instructional year.
- 29  
30 B. At the beginning of each summer (defined as the period between the end of one  
31 instructional year and the beginning of the next instructional year) a new roster shall  
32 be developed in the same fashion as (A) above and shall be used until the beginning  
33 of the next instructional year, except that: such summer roster shall be closed to any  
34 additions one (1) week after the beginning of the summer.

35  
36 **Section 7.13.3. Van Usage.**

37 Regarding extra trips, the District may utilize regular (non-substitute) certified or classified  
38 employees, including coaches of the District who are not members of the bargaining unit to  
39 transport small groups of not more than twenty-one (21) students to and from school activities.  
40 The terms and conditions of employment of such employees shall not be governed by this  
41 Agreement.

42  
43 **Section 7.14.**

44 The District shall provide full-time maintenance personnel with coveralls as needed, but not to exceed  
45 two (2) changes in any one week period. The District shall provide full-time motorized vehicle  
46 maintenance personnel with coveralls as needed, but not to exceed five (5) changes in any one week  
47 period.



1 Every September 1 Mechanics and Maintenance employees will be credited with a shoe allowance of  
2 one hundred and fifty dollars (\$150) which can be carried over from year-to-year, not to exceed three  
3 hundred dollars (\$300). This allowance will be reimbursed upon submission of receipt of purchase.  
4

5 The District will provide mutually agreed safety vests that meet applicable regulations, raincoats and  
6 umbrellas on site for use by paraeducators required to work outside.  
7

8 **Section 7.15.**

9 Food Service employees shall receive one (1) day for preparation prior to the first day lunches are  
10 served and one (1) day for cleanup following the last day lunches are served.  
11

12 **Section 7.15.1.**

13 All Head Cooks (all kitchens), in addition to Section 7.15 above, shall work one (1) full  
14 workday at their regular hourly rate, before school starts.  
15

16 **Section 7.15.2.**

17 All Head Cooks shall work a minimum of one (1) hour, at their regular hourly rate, each work  
18 week in order to complete District food service bookkeeping, record keeping, menu planning,  
19 and at District required meetings.  
20

21 **Section 7.16. Overtime.**

22 Overtime rate is defined as being one and one-half (1½) times the employee's regular hourly rate of  
23 pay.  
24

25 **Section 7.16.1.**

26 All employees working more than eight (8) hours per day or more than forty (40) hours per  
27 week shall be compensated at the overtime rate of pay. Provided that on any bus trip in excess  
28 of four (4) hours per day the employee shall be provided a non-paid lunch period of not less  
29 than thirty (30) minutes, whenever possible.  
30

31 Comp time will be available pursuant to District Policy 5231. Records of all overtime and  
32 comp time will be kept on the regular district timesheets.  
33

34 **Section 7.16.2.**

35 All hours worked on the sixth (6th) or seventh (7th) consecutive days shall be compensated at  
36 the overtime rate of pay. All hours worked on Sundays or holidays shall be compensated at a  
37 double-time rate of pay.  
38

39 **Section 7.17.**

40 During the conference weeks, the Satellite Cook performs regular head cook duties. During that  
41 period the Satellite Cook receives the regular head cook pay.  
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## ARTICLE VIII

### HOLIDAYS AND VACATIONS

#### **Section 8.1. Holidays.**

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

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

\*Twelve (12) month employees only.

#### **Section 8.1.1. Unworked Holidays.**

Employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked both the last scheduled shift preceding the holiday and the first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee is appropriately utilizing their available sick leave or the employee is on bereavement leave pursuant to Section 9.2.1. of the Agreement.

Up to six (6) employees District-wide may use personal leave for the day before or after a holiday and be paid for that holiday. The leave day must be requested two weeks prior to its use. They must have personal leave, not leave without pay.

#### **Section 8.1.2. Worked Holidays.**

The District will not require employees to work on holidays except in case of emergency. Employees who are required to work on a holiday shall be compensated at a double-time rate of pay. The employee shall further be allowed to take one additional day of vacation with pay in lieu of the holiday as such.

#### **Section 8.1.3. Holidays During Vacation or On A Weekend.**

For twelve month employees, should a vacation day be approved that is before or after a holiday, the employee will be eligible for that paid holiday as if they had worked.

During Christmas/New Year's break, twelve (12) month employees will be allowed to flex the holidays during Christmas break to get two four (4) day weekends unless Christmas or New Year's falls on a Wednesday.





1 **Section 8.2. Vacations.**

2  
3 **Section 8.2.1.**

4 Each employee who is employed for twelve (12) months and who, by July 1, has completed  
5 one (1) year of service with the School District will have earned and shall be granted ten (10)  
6 days paid vacation, except as provided in Section 8.2.1.1 herein. The employee may begin  
7 using these vacation days after their first full year of their current position. Each regular  
8 employee will have earned and shall be granted one (1) additional day of paid vacation for each  
9 year of service completed thereafter by July 1, to a maximum of twenty-five (25) days paid  
10 vacation.

11  
12 **Section 8.2.1.1.**

13 A newly hired employee, who on July 1, has not completed twelve (12) months of  
14 employment shall earn and be granted a proportional number of days of paid vacation as  
15 those months of completed employment (eleven (11) days of work in a calendar month  
16 shall constitute a full "month") bear to twelve (12) months; such computation shall be  
17 rounded out to the nearest full day. Such employees shall earn one (1) additional day of  
18 paid vacation for each year of service completed thereafter, consistent with  
19 Section 8.2.1 above; provided that, the proportional computation herein results in six (6)  
20 or more days of paid vacation. In the event the proportional computation herein results  
21 in less than six (6) days, the employee will earn ten (10) days in the second year of  
22 employment and one (1) additional day of paid vacation for each year of service  
23 completed thereafter, consistent with Section 8.2.1 above.

24  
25 **Section 8.2.1.2.**

26 Upon agreement of the calendar for the ensuing year the District shall submit to all  
27 twelve (12) month employees a notification of accrued vacation which is available for  
28 use, notification will be made on or before the last day of school.

29  
30 **Section 8.2.1.3.**

31 For 260 day employees, vacation during the school year shall be granted as follows:  
32 employees shall have the option of taking vacation intermittently throughout the year,  
33 when approved in advance by their supervisor.

34  
35 **Section 8.2.1.4.**

36 For custodians, maintenance, technology, and secretarial personnel, vacations shall not  
37 normally be granted during:

- 38 A. The five (5) working days prior to the first student day;
- 39 B. The first five (5) days of school;
- 40 C. Graduation week;
- 41 D. The last five (5) days of school, and
- 42 E. Spring break (unless approved by supervisor).

43  
44  
45 Vacation use may be granted during these periods, by supervisor discretion, subject to  
46 staff coverage.  
47



1 **Section 8.2.2.**

2 All other employees subject to this Agreement shall be credited with hours of vacation credit,  
3 based on hours worked during the period July 1 to June 30. Such vacation credit shall be  
4 earned, vested and used as designated in this Article. Employees denied paid vacation  
5 eligibility pursuant to the terms of the previous language of this section shall be credited with  
6 hours of paid vacation credit, consistent with this section, effective upon ratification of this  
7 Agreement.

8  
9 **Section 8.2.3.**

10 The longevity credit to which an employee working less than twelve (12) months per year shall  
11 be entitled shall be computed in accordance with the following table and rules:  
12

<u>Years of Service Completed</u>	<u>Hours of Work To Earn One (1) Hour Longevity Credit</u>
1 or Less	25.0
More than 1	22.6
2	20.6
3	19.0
4	17.5
5	16.3
6	15.2
7	14.2
8	13.4
9	12.6
10	12.0

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26  
27 **Section 8.2.3.1.**

28 In computing the total vacation credit for any period of service, part of an hour will be  
29 disregarded if less than one-half (1/2) hour; otherwise, it will be counted as a full hour.  
30

31 **Section 8.2.3.2.**

32 For every regular workday from which an employee is absent on sick leave,  
33 bereavement leave or emergency leave, the hours of the employee's normal workday  
34 shall be credited as if worked.  
35

36 **Section 8.2.3.3.**

37 All non-overtime hours for which an employee is paid will be counted as hours worked  
38 in the computation of credit. In the event such hours are not reasonably subject to  
39 forecast at the beginning of the school year, the District shall compute all non-overtime  
40 at the end of the year consistent with Article XVII, Section 17.1.  
41

42 **Section 8.2.4.**

43 Time on layoff and time on authorized leave of absence will be counted as continuous service  
44 for the purpose of establishing and retaining eligibility dates.  
45

46 **Section 8.2.5.**

47 Except as provided in the following section, any vacation credit currently due but unused by the  
48 new accrual date each year may be carried over for one (1) year following the accrual date with



1 the approval of the immediate supervisor and administration. No vacation may be carried over  
2 for more than one (1) year beyond the date on which it became due; provided, however, no  
3 employee shall be denied accrued vacation benefits due to District employment needs.  
4

5 **Section 8.2.6.**

6 Any employee who is discharged or who terminates employment shall receive payment for  
7 unused accrued vacation credit with their final paycheck.  
8

9 **Section 8.2.7.**

10 When a one hundred and eighty (180) day employee goes to two hundred and sixty (260) days,  
11 they will be granted vacation credit for their service with the district, as if that service had been  
12 at 260 days. The number of years of service in their part-time position will be used to calculate  
13 the number of vacation days they receive, consistent with Section 8.2.1. This section will also  
14 affect employees who have previously changed work years prior to September 1, 2016.  
15  
16  
17

18 **ARTICLE IX**

19 **LEAVES**

20  
21  
22 **Section 9.1. Sick Leave.**

23  
24 **Section 9.1.1.**

25 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;  
26 provided, however, that no employee shall accumulate less than ten (10) days of sick leave per  
27 school year. An employee who works eleven (11) working days in any calendar month will be  
28 given credit for the full calendar month. Sick leave shall be vested when earned and may be  
29 accumulated to a maximum of one hundred eighty (180) days. The District shall project the  
30 number of annual days of sick leave at the beginning of the school year according to the  
31 estimated calendar months the employee is to work during that year. These front-loaded days  
32 may not be used in advance. Sick leave benefits shall be paid on the basis of base hourly rate  
33 applicable to the employee's normal daily work shift; provided, however, that should an  
34 employee's normal daily work shift increase or decrease subsequent to an accumulation of days  
35 of sick leave, sick leave benefits will be paid in accordance with the employee's normal  
36 workday at the time the sick leave is taken, and the accumulated benefits will be expended on  
37 an hourly, rather than a daily, basis.  
38

39 **Section 9.1.2.**

40 In the event employees are absent for reasons which are covered by Industrial Insurance, the  
41 District shall offer the employee options provided by the Worker's Compensation Fund.  
42

43 **Section 9.1.3.**

44 The VEBA III plan shall be available to employees.  
45

46 **Section 9.1.4.**

47 At the time of separation from school district employment due to retirement pursuant to PERS  
48 or death, an eligible employee or the employee's estate shall receive remuneration at a rate



1 equal to one (1) day's current monetary compensation for each four (4) full days accrued leave  
2 for illness or injury pursuant to RCW 28A.400.210.

3  
4 **Section 9.1.5. Leave Sharing.**

5  
6 A. A District employee is eligible to receive donated leave for the reasons described in  
7 Chapter 392-136A WAC and:

- 8  
9 1. The staff member's absence and the use of shared leave are justified;  
10  
11 2. The staff member has depleted, or will shortly deplete, his/her annual leave  
12 and sick leave reserves (employees using shared leave related to maternity or  
13 child bonding may maintain a forty (40) hour bank of leave;  
14  
15 3. The staff member has abided by District rules regarding sick leave use; and  
16  
17 4. The staff member has diligently pursued and been found to be ineligible to  
18 receive industrial insurance benefits, when relevant.

19  
20 The Superintendent shall determine the amount of leave, if any, which a staff member may  
21 receive under this policy. However, a staff member shall not receive more leave than the  
22 number of contracted days remaining in the current school year. In the event that the condition  
23 requiring the employee's absence continues beyond the current school year, the employee shall  
24 not receive a total of more than 522 days of leave.

25  
26 B. District employees may donate leave as follows:

- 27  
28 1. A staff member who has an accrued annual leave balance of more than  
29 ten (10) days may request that the Superintendent transfer a specified  
30 number of days to another staff member authorized to receive shared  
31 leave. A staff member may not request leave to be transferred that would  
32 result in an accrued annual leave balance of fewer than ten (10) days.  
33  
34 2. A staff member who does not accrue annual leave, but who has an accrued  
35 sick leave balance of more than twenty-two (22) days may request that the  
36 Superintendent transfer a specified amount of sick leave to another staff  
37 member authorized to receive such leave. A staff member may not request a  
38 transfer that would result in an accrued sick leave balance of fewer than  
39 twenty-two (22) days. Transfers of sick leave are limited to transfers from  
40 staff members who do not accrue annual leave. Sick leave as defined by  
41 RCW means leaves for illness, injury and emergencies.

42  
43 The number of leave days transferred shall not exceed the amount authorized by the donating  
44 staff member.

45  
46 The value of leave transferred is based upon the current salary rate of the person receiving the  
47 leave. The receiving staff member will continue to be paid his or her regular rate while on  
48 shared leave. For example, if a staff member earning \$15.00 an hour donates one day of leave

1 to someone earning \$7.50 an hour, the recipient would get two days of leave. However, if the  
2 \$7.50 an hour employee donates one day to the \$15.00 an hour employee, the higher paid  
3 employee would receive one-half day of leave.  
4

5 The value of any leave transferred under this policy which remains unused shall be returned at  
6 its original value to the staff member who donated the leave. To the extent administratively  
7 feasible, the value of unused leave which was transferred by more than one staff member shall  
8 be returned on a pro rata value basis. For example, if three people earning equal wages each  
9 donate one day to someone earning the same salary and only one of the three days is used, two-  
10 thirds of a day of leave would be returned to each donating staff member.  
11

## 12 **Section 9.2. Family Illness And Emergency.**

13 Employees may, upon request and at the discretion of the Superintendent/Designee, be granted a leave  
14 of absence with pay if they have a sick leave balance when such absence is occasioned by the illness of  
15 any member of the employee's immediate family or due to a problem that has been suddenly  
16 precipitated or is unplanned; or where pre-planning could not relieve the necessity for the employee's  
17 absence. Such family illness and emergency leave shall be deducted from that accumulated pursuant to  
18 Section 9.1 above. Employees not having leave, upon approval, will take this as leave without pay.  
19

### 20 **Section 9.2.1. Bereavement Leave.**

21 Leave for immediate (spouse, spouse family, child sibling, aunt, uncle, grandparent, great  
22 grandparent, grand children, nephews, nieces, step-family, foster family members, partner or  
23 partner's immediate family members) family bereavement with pay for a maximum of five (5)  
24 days, except for extraordinary circumstances, shall be granted upon application on forms  
25 supplied by the District. The Superintendent/designee may consider exceptions to this list.  
26 Necessary travel shall be by the most rapid method when extended time is requested. Such  
27 bereavement leave over five (5) days shall be deducted from that accumulated pursuant to  
28 Section 9.1 above.  
29

## 30 **Section 9.3. Personal Leave.**

31 Each employee, except substitutes, shall be granted three (3) days paid personal leave which will not  
32 be deducted from sick leave for personal, legal, business, household or family matters which require  
33 absence during school hours. Application to the principal and Superintendent of schools for personal  
34 leave shall be made at least two (2) days before taking this leave (except in the case of extreme  
35 emergency). Leave will be approved/disapproved within forty-eight (48) hours of application. If there  
36 is no response within forty-eight (48) hours, the leave request will be considered to be approved.  
37 Personal leave is non-cumulative. Personal leave may be used for the purpose of extending school  
38 breaks. Up to six (6) employees District-wide may use personal leave for the day before or after a  
39 break. The leave day must be requested two weeks prior to its use. Employees must have personal  
40 leave, not leave without pay. Personal leave may be used to extend holidays pursuant to Section 8.1.1.  
41 Up to three (3) days of personal leave may be carried over year to year. An employee may accrue no  
42 more than six (6) personal days in a year.  
43

### 44 **Section 9.3.1.**

45 Extended personal leave may be granted at the discretion of the Superintendent or official  
46 designee in the event of extraordinary and/or compelling reasons. Extended personal leave  
47 days shall be deducted as leave without pay.  
48

1 **Section 9.4. Maternity Leave.**

2  
3 **Section 9.4.1.**

4 Any employee desiring to exercise maternity leave shall submit such a request in writing to the  
5 Superintendent of Schools not later than one (1) month prior to the beginning of such leave.  
6 The written request shall specify the following:

- 7  
8 A. Expected date of birth.  
9 B. Date on which such leave is to commence.  
10 C. Date on which such leave is to terminate.  
11 D. Statement regarding number of sick leave days to be applied to such leave.

12  
13 **Section 9.4.2.**

14 The following stipulations shall govern the granting of maternity leave:

- 15  
16 A. The duration of maternity leave shall be for the period of disability, as determined by a  
17 doctor’s note.  
18 B. Extenuating circumstances may develop that must be verified by a physician's written  
19 statement in which case leave may be extended.  
20 C. When granted, leave shall be without pay and fringe benefits except for that portion  
21 covered by sick leave. Notwithstanding the immediately preceding sentence, any  
22 employees covered under the Federal Family Leave Act shall receive insurance as  
23 required by law.  
24 D. All employment rights shall be maintained during such leave.

25  
26 **Section 9.5. Paternity Leave.**

27 A male employee, upon request, shall be granted up to three (3) days leave, on or about the date of the  
28 birth of his child. Such leave shall be deducted from that accumulated pursuant to Section 9.1 above.

29  
30 **Section 9.6. Judicial Leave.**

31 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named  
32 as a codefendant with the District, such employee shall receive a normal day’s pay for each day of  
33 required presence in court; provided, however, that any compensation received for such service shall  
34 be reimbursed to the District upon receipt, less travel compensation. Such repayment shall not exceed  
35 the employee's normal daily pay less bona fide expenses. In the event that an employee is a party in a  
36 personal court action, such employee may request a leave of absence. All employees shall return to  
37 work once released from service with the exception of swing shift employees. If an employee works  
38 swing shift and they are called for jury duty they receive a full shift of leave for every day they are  
39 required to, and actually do, report for jury duty and serve past 11 AM.

40  
41 **Section 9.7. Leave of Absence.**

42  
43 **Section 9.7.1.**

44 Upon recommendation of the immediate supervisor through administrative channels to the  
45 Superintendent, and upon approval of the Board of Directors, an employee may be granted a  
46 leave of absence for a certain period of time from District employment for a period not to  
47 exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1)  
48 additional year may be granted. If the employee's leave is for a disability and no certain date of





1 return can be given, the employee shall give an expected date of return as soon as possible and  
2 no later than May 1<sup>st</sup> of the current year. Leave of absence shall not be granted for the purpose  
3 of employment outside the District.  
4

5 **Section 9.7.2.**

6 The returning employee will be assigned to the position similar in duties and hours as the  
7 position the leave was taken from before the leave of absence. Persons hired to fill positions of  
8 employees on leave of absence shall be subject to the provisions of this Agreement; except  
9 leave replacement employees shall not be covered by Section 10.7. of this Agreement.  
10

11 **Section 9.7.3.**

12 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while  
13 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while  
14 the employee is on leave of absence; provided, however, that if such leave is approved for  
15 extended illness or injury, seniority shall accrue.  
16

17 **Section 9.8. Washington State Paid Family and Medical Leave (PFML).**

18 Employees may be eligible to receive Paid Family and Medical Leave (PFML) under the Washington  
19 State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have  
20 worked a minimum number of hours determined by the State within the past calendar year. Employees  
21 may elect to use either accrued leave or PFML. Employees may choose to apply for PFML while the  
22 employee is on unpaid leave or following the exhaustion of unpaid leave. The District and employees  
23 shall each pay the share of the premiums for this leave designated in state law.  
24  
25  
26

27 **ARTICLE X**

28 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**  
29  
30

31 **Section 10.1.**

32 Each new hire shall remain in a probationary status for a period of not more than ninety (90) workdays  
33 following the hire date. After sixty (60) days the building administration shall have completed a  
34 probationary evaluation which shall be forwarded to the Superintendent's Office. During this  
35 probationary period the District may discharge such employee at its discretion.  
36

37 **Section 10.2.**

38 Upon completion of the probationary period, the employee will be subject to all rights and duties  
39 contained in this Agreement retroactive to the hire date.  
40

41 **Section 10.3.**

42 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
43 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be  
44 lost as hereinafter provided. Ties shall be broken by a roll of one die with the highest number being  
45 placed first on the list, within thirty (30) days of employment in the presence of the PSE of Hoquiam  
46 Chapter President and the Superintendent or official designee. The outcome will be so noted on the  
47 official seniority list.  
48



1 **Section 10.4.**

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

- 3
- 4 A. Resignation;
- 5 B. Discharge for justifiable cause;
- 6 C. Retirement; or
- 7 D. Change in job classification within the bargaining unit, as hereinafter provided.

8

9 **Section 10.5.**

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

- 11
- 12 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 13 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
- 14 United States;
- 15 C. Time spent on other authorized leaves of absence; or
- 16 D. Time spent in layoff status as hereinafter provided.

17

18 **Section 10.6.**

19 Seniority rights shall be effective within the general job classification. As used in this Agreement,  
20 general job classifications are as follows: Secretarial/Clerical, Educational Assistant, Technology,  
21 Transportation, Custodial, Food Service, Building Maintenance and Specialists.

22

23 **Section 10.6.1.**

24 Employees performing job assignments in more than one (1) general job classification shall  
25 enjoy seniority and longevity separately and concurrently in each general job classification of  
26 assignment (e.g., Food Service and Custodial duties).

27

28 **Section 10.6.2.**

29 Employees selected for an additional part-time position in another general job classification  
30 shall establish seniority and longevity as of the date on which the employee began continuous  
31 daily employment in the additional part-time position.

32

33 **Section 10.6.3.**

34 Employees selected for an additional part-time position in another general job classification  
35 shall be considered new hires in that position.

36

37 **Section 10.6.4.**

38 An employee that has assumed and is performing an additional job assignment (outside of  
39 general job classification) must fulfill that job in its entirety, or relinquish that additional job  
40 assignment, before accepting any other new/open position or extra trip that conflicts with the  
41 assigned workday.

42

43 **Section 10.7.**

44 The senior employee shall have preferential rights within a general job classification regarding  
45 vacation periods, reassignment of present jobs, layoffs, promotions and filling of new or open jobs,  
46 when ability and performance are substantially equal. If the District determines that seniority or  
47 longevity rights should not govern because a junior employee possesses ability and performance  
48 substantially greater than a senior employee or employees, the District shall set forth in writing to the





1 employee or employees its reasons why the junior employee was selected. If the District implements a  
2 test as a minimum criteria for a position, the District will notify the Union, and allow members an  
3 opportunity to discuss with the District any concerns they may have with the test.  
4

5 **Section 10.7.1.**

6 Any position, which is reduced for one (1) hour per day or more for twenty (20) consecutive  
7 workdays, shall be considered a layoff in accordance with Section 10.7 of the Agreement.  
8

9 **Section 10.7.2.**

10 The District will determine annually, the positions available for all classifications. If the  
11 District determines there is a need to significantly modify positions and hours, the district will  
12 hold a meeting with the classification to determine employee positions for the following year.  
13 This process will follow the guidelines identified in this section.  
14

- 15 • Meeting will be scheduled prior to the last student day. By mutual agreement between  
16 PSE and the District the posting and bidding process may be delayed past the last  
17 student day but before the beginning of the next work year, or possibly later if required  
18 to go into the following school year.
- 19 • If there is a reduction in secretarial staff and that reduction does not involve a 260 day  
20 position the 260 day position will not be subject to being bumped by senior clerical  
21 employees. This will not effect the availability of a 260 day position if it is vacant. It  
22 will be posted for consideration within the classification.
- 23 • The district will create a list of positions available that includes hours and any specific  
24 responsibilities and/or training required. The positions posted will be as described in  
25 the most recent job description, pursuant to Section 1.3 and 18.3 of the Agreement.
- 26 • The position list will be made available to the PSE President and the Classification  
27 Representative for review.
- 28 • Once PSE and HSD agree the position list is accurate, clear and understandable, all  
29 employees in the classification will be given notice of the meeting. Such notice will  
30 include the position list with qualifications and details of each position, including  
31 whether a supervisor meeting is required and the seniority list for the upcoming school  
32 year.
- 33 • At the meeting, all employees will respectfully bid, in seniority order, on remaining  
34 positions they are qualified to carry out with district level training. Administration has  
35 the right to determine an employee's ability to carry out the job duties after a  
36 conversation with the employee.
- 37 • All employees in the classification must attend the scheduled meeting, unless an  
38 emergency occurs, to bid on a position for the upcoming school year.
- 39 • Bumping may take place virtually with mutually agreed procedures.
- 40 • Employees not attending the meeting due to unforeseen events, must submit a written  
41 request to the Superintendent/Designee and PSE President with all positions in priority  
42 order (1 being first choice and the largest number being the employees last choice) 24  
43 hours before the scheduled meeting.
- 44 • If an employee does not attend the meeting and has not provided a list of prioritized  
45 positions, the employee will be given a position as close to their current position that  
46 they are qualified for by the District at the meeting to allow for the process to be  
47 completed.



1 If additional hours become available after this process and before the start of the school year,  
2 the District will determine how these hours will be distributed, by seniority depending on the  
3 individual employee's ability to accommodate the hours for the intended purpose within their  
4 current schedule. If new positions are created, they will follow the posting procedures, giving  
5 all employees the opportunity to apply for the position.  
6

7 Employees attending the annual bidding meeting will be compensated for the time their  
8 presence is required to select a position, up to 1.5 hours from funds remaining from the PSE In-  
9 service Pool. In the event the funds are not sufficient to cover the entire submission the funds  
10 shall be allocated equally across the members until the pool is depleted.  
11

### 12 **Section 10.8.**

13 Employees who change job classifications within the bargaining unit shall retain their hire dates in the  
14 previous classification for a period of two (2) years, notwithstanding that they have acquired a new  
15 hire date and a new classification. In the event of a layoff, the two (2) years referred to in the  
16 immediately preceding sentence shall be extended up to three (3) additional years.  
17

#### 18 **Section 10.8.1.**

19 Employees enjoying seniority in an additional part-time position shall retain their hire date in  
20 the additional position so long as there is no break in continuous assignment in that position in  
21 excess of two (2) years.  
22

### 23 **Section 10.9.**

24 The District shall publicize within the bargaining unit for five (5) working days the availability of open  
25 positions as soon as possible after the District is apprised of the opening. A copy of the job posting  
26 shall be forwarded to the President of the Association and to the Association representative of the  
27 classification concerned. Temporary positions vacated by leave of absence and positions vacated by  
28 other District employees to fill in for those actually on leaves of absence shall not be considered open  
29 positions. All other positions vacated by transfer or otherwise shall be treated as open positions and  
30 posted in accordance with this section.  
31

#### 32 **Section 10.9.1.**

33 Employees hired into the temporary positions created by "internal" and "external" leave of  
34 absence, that are not considered open positions, pursuant to Section 10.9 above, shall be subject  
35 to the following:  
36

- 37 1. Vacated positions shall be posted (publicized within the bargaining unit) in the event  
38 the employee on leave of absence does not return to their position.
- 39 2. Employees filling vacated positions shall not be accorded "ability and performance"  
40 consideration developed during the period of time employed in the "vacated"  
41 position.
- 42 3. Employees filling vacated positions shall enjoy all contractual rights, benefits and  
43 responsibilities, except as limited by Section 10.9.1(2) herein.  
44

#### 45 **Section 10.9.2.**

46 Any less than twelve (12) month position open after March 1 may be filled by a temporary  
47 employee. Persons hired to fill said temporary position(s) shall be subject to the provisions of  
48 this Agreement; except temporary employees shall not be covered by Section 10.7. of the

1 Agreement. Furthermore, the District shall not utilize "ability and performance" obtained  
2 during a temporary position to bypass senior employees.  
3

4 **Section 10.9.3.**

5 The District shall offer additional duty time that becomes available to employees within the  
6 building in the same general job classification on a seniority basis, if the time fits into the  
7 employee's current schedule.  
8

9 **Section 10.9.4. Shift Assignment For Bus Drivers.**

10 In the event that any driver's time increases by thirty (30) minutes between school years the  
11 following shall apply. On or before October 1 of each school year the bus drivers shall attend a  
12 mandatory meeting for the purpose of assigning shifts. Five (5) workdays prior to this meeting  
13 the Supervisor of Transportation shall post all regular routes and indicate the exact route time.  
14 Regular morning and afternoon bus routes shall be bid by the drivers on a seniority basis.  
15 Special education regular mid-day routes shall be combined with the special education regular  
16 morning and afternoon routes to insure as much consistency in personnel as possible. All other  
17 regular mid-day routes shall be bid on a seniority basis separately after completion of the  
18 regular morning and afternoon route assignments. In the event daily time for any bus driver  
19 increases or decreases by thirty (30) minutes or more for more than twenty (20) consecutive  
20 workdays, shifts shall be rebid as stated in this subsection. From the start of school up to the  
21 October 1 annual rebid, shift assignments shall be carried over from the end of the previous  
22 school year.  
23

24 **Section 10.10.**

25 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
26 District according to layoff ranking. Such employees shall be considered along with current  
27 employees for any open positions in the classification held immediately prior to layoff. Names shall  
28 remain on the reemployment list for two (2) years.  
29

30 **Section 10.11.**

31 Employees on layoff status shall file their addresses in writing with the personnel office of the District  
32 and shall thereafter promptly advise the District in writing of any change of address and annually, in  
33 May, of the employee's availability and continued interest in District employment.  
34

35 **Section 10.12.**

36 An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does  
37 not comply with the requirements of Section 10.11, or if the employee does not respond to the offer of  
38 reemployment within ten (10) work days.  
39

40 **Section 10.13.**

41 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other  
42 accrued benefits; provided, that such employee is offered a position reasonable to that of others on  
43 either side of them on the seniority list.  
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## ARTICLE XI

### DISCIPLINE AND DISCHARGE OF EMPLOYEES

**Section 11.1.**

The District shall have the right to discipline or discharge an employee for justifiable cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure hereinafter provided.

**Section 11.2. Notification To Non-Annual Employees.**

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

**Section 11.2.1.**

Should the District decide not to reemploy any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

**Section 11.2.2.**

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

**Section 11.2.3.**

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

**Section 11.3.**

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

**Section 11.4.**

Regarding the drug and alcohol testing policy/procedure for CDL holders, it is agreed and understood that drivers shall not be subject to discipline or discharge for the confiscation of alcohol or a controlled substance from a rider. Immediately following confiscation, a verbal notification from the affected driver will be made to the Transportation Supervisor/Official Designee. Documentation of said action shall be filed upon return from route.

## ARTICLE XII

### INSURANCE AND RETIREMENT

**Section 12.1.**

The District shall pay a District insurance contribution of the state funded amount per month for each eligible employee to the School Employees Benefits Board for medical, dental, vision, life and disability insurance. The full Health Care Authority (HCA) retiree subsidy is included in the state allocation. Premium benefits shall be paid for twelve (12) months.



1 **Section 12.2.**

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

3  
4 **Section 12.3.**

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

7  
8 **Section 12.4.**

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

12  
13 **Section 12.5.**

14 Beginning with the January withholding, the District shall offer a plan to each employee that would  
15 allow him/her to shelter from taxes the amount of the insurance premium that is the employee's  
16 contribution. (Section 125 plan)

17  
18  
19 **ARTICLE XIII**

20 **STAFF DEVELOPMENT**

21  
22  
23  
24 **Section 13.1.**

25 Employees attending training courses or in-service required by State regulation or District policy as a  
26 condition of continued employment, or at the specific direction of the District, will be paid by the  
27 District at the employee's regular hourly rate for all time in training session, plus any fee, tuition, or  
28 transportation cost. Those hired prior to 1989 are considered grandfathered and not required to attend  
29 the training courses. Employees electing private training (First Aid/CPR) will be responsible for their  
30 own costs.

31  
32 **Section 13.1.1.**

33 The district recognizes the benefits of offering training opportunities to its employees in order  
34 to achieve a higher level of individual competence and quality of work performance.

35  
36 Professional funds, in the amount of one hundred forty dollars (\$140.00) per employee, will be  
37 allocated to PSE for the purpose of gaining additional training and certification relative to the  
38 employee's assignment. Unused funds, will be carried over into the next school year for the  
39 term of this contract. After, up to \$2,000 may be carried over into the next contract. Use of the  
40 funds will be accessible to employees on a first come basis using a mutually designed  
41 application and sent to the Superintendent/designee's office. The pool of funds may be used to  
42 pay employee wages at his/her current rate of pay for the training hours, registration, tuition,  
43 travel expenses, approved lodging, approved meals allowance and substitute costs.

44  
45 The District will create a PSE position of "training coordinator" which will be one hundred and  
46 fifty (150) hours per year and which will facilitate and coordinate training for PSE bargaining  
47 unit members. The position will be paid out of the in-service pool to a maximum of \$3,000 per



1 year. The position will be mutually selected by a team of PSE and management without  
2 seniority as a factor. The person selected will be paid additional hours at their regular rate.  
3  
4

## 5 6 **ARTICLE XIV**

### 7 8 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

#### 9 10 **Section 14.1.**

11 The District will notify the Association of all new hires within ten (10) working days of the hire date.  
12 Not less than thirty (30) minutes shall be provided to the Union during the District Day to meet with  
13 new employees hired prior to the first day of school. As soon as possible and within ninety (90) days  
14 of hire the Union will be granted not less than thirty (30) minutes of work time to provide employees  
15 hired after the first day of school with information about its exclusive bargaining representation. Any  
16 time over thirty (30) minutes will be unpaid time. The scheduling of the time will be coordinated with  
17 the new employee's supervisor. No employee shall be required to attend the meetings or presentations  
18 by the exclusive bargaining representative.  
19

#### 20 **Section 14.2. Checkoff.**

21 Upon authorization of any public employee within the bargaining unit to the Association, which  
22 shall notify the District, the District shall deduct from the pay of such public employee the  
23 monthly amount of dues, certified by the secretary of the Public School Employees of Washington  
24 / SEIU 1948 (PSE) and shall transmit the same to the treasurer of PSE. With notice of the  
25 employee's authorization, the District shall deduct local dues as established by the local PSE  
26 chapter and remit the same to the treasurer of the local PSE chapter.  
27

#### 28 **Section 14.3. Hold Harmless.**

29 The Association agrees to hold the District harmless against any liability, costs, and attorney fees that  
30 may arise by reason of any action taken by the District to comply with this Article.  
31  
32  
33

## 34 **ARTICLE XV**

### 35 36 **GRIEVANCE PROCEDURE**

#### 37 38 **Section 15.1.**

39 Grievances or complaints arising between the District and its employees within the bargaining unit  
40 defined in Article I herein, with respect to matters dealing with the interpretation or application of the  
41 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.  
42

#### 43 **Section 15.1.1. Workdays Definition.**

44 For the purposes of this article workdays will be defined as days within the work calendar of  
45 the aggrieved employee. Timelines may be extended on mutual agreement.  
46  
47  
48



1 **Section 15.2. Grievance Steps.**

2  
3 **Section 15.2.1.**

4 Employees shall first discuss the grievance with the employee's immediate supervisor. All  
5 grievances not brought to the immediate supervisor in accordance with the preceding sentence  
6 within twenty (20) workdays of the occurrence giving rise to the grievance shall be invalid and  
7 subject to no further processing. At any point during the grievance procedure, the aggrieved  
8 may file a written notice to the Superintendent terminating the grievance.  
9

10 **Section 15.2.2.**

11 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding  
12 subsection within ten (10) workdays, the employee shall reduce to writing a statement of the  
13 grievance containing the following:

- 14  
15 A. The facts on which the grievance is based;  
16 B. A reference to the provisions in this Agreement which have been allegedly violated; and  
17 C. The remedy sought.  
18

19 The employee shall submit the written statement of grievance to the employee's immediate  
20 supervisor for reconsideration and shall submit a copy to the official in the Administration  
21 responsible for personnel. If the employee wishes, the employee may be accompanied by an  
22 Association representative at subsequent discussions or meetings. The parties will have ten  
23 (10) workdays from submission of the written statement of grievance to resolve it. A written  
24 statement indicating the disposition of the grievance shall be furnished the aggrieved. If an  
25 agreeable disposition has been made, the aggrieved party shall terminate the grievance in  
26 writing within ten (10) workdays.  
27

28 **Section 15.2.3.**

29 If no settlement has been reached within the ten (10) workdays referred to in the preceding  
30 subsection, a written statement of grievance shall be submitted within fifteen (15) workdays to  
31 the District Superintendent or designee. After such submission, the parties will have fifteen  
32 (15) workdays from submission of the written statement of grievance to resolve it. A written  
33 statement indicating the disposition of the grievance shall be furnished the aggrieved. If an  
34 agreeable disposition has been made, the aggrieved party shall terminate the grievance in  
35 writing within ten (10) workdays.  
36

37 **Section 15.2.4.**

38 If no settlement has been reached within the fifteen (15) workdays referred to in the preceding  
39 subsection, and the Association believes the grievance to be valid, the Association may demand  
40 that the grievance be resolved by the services of the American Arbitration Association. The  
41 cost of such service shall be shared equally by the District and the Association and the decision  
42 of the arbitrator shall be final and binding on all parties.  
43

44 Each party shall bear all costs of producing their own witnesses, preparation of a record or  
45 transcript of the proceedings unless such record or transcript is desired by both parties or  
46 required by the arbitrator.  
47



1 The District and the Association shall be permitted to present only issues, concerns, and  
2 evidence previously presented during the earlier steps of the grievance procedure as admissible  
3 evidence at the hearing before the arbitrator.

4  
5 Any decision made by the arbitrator shall be based solely on the cause or causes set forth in the  
6 grievance in accordance with the provisions of Section 15.1 and Section 15.2.2 of this  
7 Agreement and shall be established by a preponderance of the evidence at the hearing.

8  
9 In addition, the arbitrator shall have no power to alter, add to or subtract from the terms of this  
10 Agreement.

## 11 12 13 14 **ARTICLE XVI**

### 15 16 **TRANSFER OF PREVIOUS EXPERIENCE**

#### 17 18 **Section 16.1.**

19 When any employee leaves a school district within the State and commences employment with this  
20 District, the employee shall retain the same sick leave benefits and other benefits, including longevity  
21 for Schedule A placement, that the employee had in the previous position, except that: seniority shall  
22 not be transferable. No vacation may be carried from another District other than longevity for  
23 advanced placement on the vacation schedule.

#### 24 25 **Section 16.1.1.**

26 If this District has a different system for computing leave benefits, and other benefits, then the  
27 employee shall be granted the same sick leave benefits and other benefits, including longevity  
28 for Schedule A placement, as an employee in the District who has similar occupational status  
29 and total years of service, except that: seniority shall not be transferable. No vacation may be  
30 carried from another District other than longevity for advanced placement on the vacation  
31 schedule.

#### 32 33 **Section 16.2.**

34 Any new hire who had just previously been employed by any institution of higher learning or in  
35 private enterprise and is hired to perform work similar to that in which previously engaged, shall be  
36 given longevity credits in the District in accordance with Sections 16.2.1 and 16.2.2 herein.

#### 37 38 **Section 16.2.1.**

39 The new hire shall be permitted to transfer one-half (½) year for each full year of prior work  
40 experience to a maximum of three (3) years longevity credit to the District.

#### 41 42 **Section 16.2.2.**

43 The longevity credit so transferred shall be applicable to all benefits herein including  
44 Schedule A, except the seniority provisions.



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## ARTICLE XVII

### SALARIES AND EMPLOYEE COMPENSATION

**Section 17.1.**

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Such compensation for less than full-time employees shall be in twelve (12) equal monthly payments to include all compensable items.

**Section 17.2.**

Special Education High Needs Educational Assistants are employees who have the following duties in their job assignment: toileting, catheterization, diapering, tube feeding, lifting or positioning, swimming, and IEP behavior interventions implemented by the employee. Employees working as Special Education High Needs Educational Assistants may change assignments as the students they work with change sites or programs, without it constituting a transfer or reassignment for purposes of the Agreement, at the option of the employee.

**Section 17.3.**

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVIII, Section 18.3 and Section 18.7. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

**Section 17.4.**

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

**Section 17.5.**

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

**Section 17.6.**

Any employee who changes job positions or classifications shall receive longevity credit regarding step placement on Schedule A as follows:

- A. Employees reclassified, as their primary assignment, to a different job title that enjoys a higher schedule of compensation (i.e., series of incremental steps), shall be placed at the lowest step which provides a minimum of a five percent (5%) increase in the hourly rate.
- B. Employees reclassified, as their primary assignment, to a different job title that provides a lower schedule of compensation shall receive full longevity credit regarding step placement on Schedule A.
- C. Employees selected for an additional part-time position in another general job classification shall receive longevity credit regarding step placement on Schedule A consistent with their hire date in that position.



1 **Section 17.7.**

2 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.  
3 If the employee works five (5) minutes into the next quarter (1/4) hour, they will be expected to carry  
4 out duties as assigned by the supervisor for the entire fifteen (15) minutes to be compensated for this  
5 time.

6  
7 **Section 17.8.**

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

11  
12 **Section 17.9.**

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

15  
16 **Section 17.10. Vacation Work.**

17 Vacation work is defined as work performed during times when students are not in class (holiday  
18 break, spring break, summer break) by less than full-time employees other than their regular job  
19 classification.

20  
21 Employees will submit their names to the Superintendent by March 1 for spring break, December 1 for  
22 the holiday break, and May 1 for summer break. If jobs are available, current regular employees will  
23 be given those jobs before additional people are hired.

24  
25 No fringe benefits will be paid by the District for "vacation work."

26  
27 All jobs will be paid at appropriate rate in accordance with the Agreement.

28  
29 Those regular employees seeking "vacation" work must be available and willing to work the full  
30 schedule as directed by District.

31  
32 The District will take into consideration employee's skills in filling the vacation work positions.

33  
34 PSE members to be given preference for hours per day and total summer days of work.

35  
36 **Section 17.11.**

37 Cooks will receive two (2) hours of extra time after winter and spring break.  
38  
39  
40

41 **ARTICLE XVIII**

42  
43 **TERM AND SEPARABILITY OF PROVISIONS**

44  
45 **Section 18.1.**

46 The term of this Agreement shall be September 1, 2022 to August 31, 2025.  
47

1 **Section 18.2.**

2 All provisions of this Agreement shall be applicable to the entire term of this Agreement  
3 notwithstanding its execution date, except as provided in the following section.  
4

5 **Section 18.3.**

6 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
7 parties in writing; provided, however, that this Agreement shall be reopened as necessary to consider  
8 the impact of any legislation enacted following the execution of this Agreement which may arguably  
9 affect the terms and conditions herein or create authority to alter personnel practices in public  
10 employment.  
11

12 **Section 18.4.**

13 If any provision of this Agreement or the application of any such provision is held invalid, the  
14 remainder of this Agreement shall not be affected thereby.  
15

16 **Section 18.5.**

17 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with  
18 State or Federal statutes or regulations promulgated pursuant thereto.  
19

20 **Section 18.6.**

21 In the event either of the two (2) previous sections is determined to apply to any provision of this  
22 Agreement, such provision shall be renegotiated pursuant to Section 18.3.  
23

24 **Section 18.7.**

25 Implicit Price Deflator (IPD) for PSE classified salaries shall be passed through for each year of this  
26 Agreement. Incremental steps on Schedule A shall be funded by the District. Salaries are listed as per  
27 attached Schedule A.  
28

29 For 2022-2023, Schedule A will be increased by IPD 5.5%, plus 1.5% for a total of 7%.  
30

31 For 2023-2024, Schedule A will be increased by 3% (three percent) or IPD if greater.  
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33 For 2023-2024, Schedule A will be increased by 3% (three percent) or IPD if greater.  
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**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES  
OF HOQUIAM #1204

HOQUIAM SCHOOL DISTRICT #28

BY: Rebecca Richardson  
Rebecca Richardson, Chapter President

BY: Dr. Mike Villarreal  
Dr. Mike Villarreal, Superintendent

DATE: 07/29/22

DATE: 7/29/22

BY: Hoki Moir  
Hoki Moir, School Board President

DATE: 8-18-22



**Schedule A**  
**Hoquiam School District**  
**September 1, 2022 - August 31, 2023**

<b>CLASSIFICATION/POSITION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
<b>Secretarial/Clerical</b>						
Office Coordinator	\$ 23.5261	\$ 24.5611	\$ 25.5543	\$ 26.7824	\$ 27.9139	\$ 29.1695
Attendance Coordinator	\$ 21.7736	\$ 22.7809	\$ 23.7468	\$ 24.5884	\$ 25.5819	\$ 26.5616
<b>Educational Assistants</b>						
Assistants	\$ 19.3590	\$ 20.0902	\$ 20.8630	\$ 21.7323	\$ 22.6016	\$ 23.5261
Librarians	\$ 19.3590	\$ 20.0902	\$ 20.8630	\$ 21.7323	\$ 22.6016	\$ 23.5261
Special Educ. High Needs	\$ 20.6090	\$ 21.3402	\$ 22.1130	\$ 22.9823	\$ 23.8516	\$ 24.7761
Bilingual Ed Assistant	\$ 22.2842	\$ 22.8637	\$ 23.4571	\$ 24.0228	\$ 24.6023	\$ 25.1818
Hearing Impaired Interpreter	\$ 22.2842	\$ 22.8637	\$ 23.4571	\$ 24.0228	\$ 24.6023	\$ 25.1818
<b>Technology</b>						
Technology Lead	\$ 26.1923	\$ 27.2271	\$ 28.2204	\$ 29.4485	\$ 30.5801	\$ 31.8356
Tech Network	\$ 26.1923	\$ 27.2271	\$ 28.2204	\$ 29.4485	\$ 30.5801	\$ 31.8356
Tech Assistants	\$ 26.1923	\$ 27.2271	\$ 28.2204	\$ 29.4485	\$ 30.5801	\$ 31.8356
<b>Transportation</b>						
Motor Vehicle Foreman	\$ 31.5815	\$ 32.8235	\$ 34.1895	\$ 35.5832	\$ 37.1009	\$ 38.5496
Mechanic	\$ 29.7326	\$ 30.9744	\$ 32.3405	\$ 33.7341	\$ 35.2519	\$ 36.7007
Office Coordinator/Dispatcher	\$ 25.5682	\$ 26.5202	\$ 27.5828	\$ 28.7693	\$ 29.9010	\$ 31.1702
Asst. Office Coord./Dispatcher	\$ 22.8085	\$ 23.7468	\$ 24.8231	\$ 25.9959	\$ 27.1413	\$ 28.4106
Driver Trainer	\$ 27.0446	\$ 28.1210	\$ 29.3764	\$ 30.2872	\$ 31.5981	\$ 32.9504
Bus Drivers	\$ 25.2232	\$ 26.2995	\$ 27.5551	\$ 28.4796	\$ 29.7904	\$ 31.1289
<b>Custodial</b>						
Head Custodian	\$ 23.0707	\$ 24.1335	\$ 25.1128	\$ 26.2306	\$ 27.3620	\$ 28.5901
Custodian	\$ 21.1528	\$ 22.0635	\$ 23.0432	\$ 24.0641	\$ 25.0577	\$ 26.1614
<b>Food Service</b>						
Head Cook: HS & MS	\$ 21.1390	\$ 22.0358	\$ 23.0017	\$ 24.0504	\$ 25.0300	\$ 26.1614
Head Cook: Elementary	\$ 20.2284	\$ 21.0561	\$ 21.9943	\$ 22.9464	\$ 23.9125	\$ 24.9887
Cook: Satellite	\$ 18.8484	\$ 19.5108	\$ 20.4627	\$ 21.3032	\$ 22.2567	\$ 23.2363
Cook	\$ 18.6967	\$ 19.4136	\$ 20.3387	\$ 21.1528	\$ 22.1048	\$ 23.0983
<b>Building Maintenance</b>						
Maintenance Specialist	\$ 27.2627	\$ 28.4494	\$ 29.7049	\$ 31.0435	\$ 32.3957	\$ 33.8445
Grounds/Maintenance/Utility	\$ 23.9925	\$ 25.0135	\$ 25.9656	\$ 27.0419	\$ 28.1458	\$ 29.3047
<b>Specialists</b>						
Nurse	\$ 37.0346	\$ 38.2075	\$ 39.3803	\$ 40.5808	\$ 41.8915	\$ 43.2715
Special Programs Liaison	\$ 23.1568	\$ 23.7625	\$ 24.3827	\$ 24.9740	\$ 25.5797	\$ 26.1853
Printer	\$ 23.5814	\$ 24.5747	\$ 25.7477	\$ 26.8377	\$ 28.0658	\$ 29.3075

