

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**KETTLE FALLS SCHOOL DISTRICT #212**

AND

**PUBLIC SCHOOL EMPLOYEES OF KETTLE FALLS**

SEPTEMBER 1, 2022 – AUGUST 31, 2025



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

- 2
- 3     1. Participation of employees in the formulation and implementation of personnel policies affecting
- 4       them contributes to effective conduct of school business.
- 5
- 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 and
- 15       obligations of the parties hereto.
- 16
- 17    5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration
- 18       of the District and the well-being of employees within the spirit of the Public Employees Collective
- 19       Bargaining Act, to establish a basic understanding relative to personnel policies, practices and
- 20       procedures, and to provide means for amicable discussion and adjustment of matters of mutual
- 21       interest.
- 22

23

24   **P R E A M B L E**

25

26     This Agreement is made and entered into between Kettle Falls School District Number 212

27     (hereinafter “District”) and Public School Employees of Kettle Falls, an affiliate of Public School

28     Employees of Washington/SEIU Local 1948 (hereinafter “Association”).

29

30     In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations

31     promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the

32     parties agree as follows:

33

34

35   **A R T I C L E   I**

36

37   **RECOGNITION AND COVERAGE OF AGREEMENT**

38

39     **Section 1.1. Association Recognition.**

40     The District hereby recognizes the Association as the exclusive representative of all employees in the

41     bargaining unit described in Section 1.4, and the Association recognizes the responsibility of

42     representing the interests of all such employees.

43

44     **Section 1.2. Exempt Positions.**

45     Nothing contained herein shall be construed to include in the bargaining unit any person whose duties

46     as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the

47     Board of Directors or Superintendent of the District).

48



1 Exempt positions include Transportation Supervisor, Nutrition Service Supervisor, ELC Director,  
2 District Administrative Assistants, Technology Director, District Technician, HR Director, Payroll and  
3 Benefits Officer and Business Manager.

4  
5 **Section 1.3. Bargaining Unit.**

6 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in  
7 the following general job classifications:

- 8  
9
- Nutrition Service
  - Paraeducator
  - Specialist
  - Early Childhood Program
  - Custodial/Maintenance
  - Secretarial
  - Transportation.
- 16

17 **Section 1.4. Substitute Employees.**

18 A substitute employee is one who fills in for another employee.

- 19
1. Substitute employees who work less than thirty (30) workdays in an academic year are not covered by this Agreement.
  2. Substitute employees doing bargaining unit work who work thirty (30) days in an academic year and continue to be available for work, will be included in the bargaining unit limited to the following benefits of the contract; retirement as required by PERS; SERS; FICA and L&I; seniority will not accrue; pay will be at the substitute rate.
  3. Employees hired to fill positions on Board approved leaves of absences will be hired for the duration of such leave, during which time they shall be subject to all provisions of this Agreement.
- 29

30 **Section 1.4.1. Temporary Position.**

31 A temporary position is one where an opening is created by a staffing need which does not  
32 warrant the posting of a permanent position or when extraordinary needs require a temporary  
33 appointment.

34  
35 Temporary positions shall be posted with specific beginning and ending dates, or likely length  
36 of employment specified on the job posting. New employees to the district who are hired to fill  
37 temporary positions shall be subject to all provisions of this Agreement.

38  
39 Temporary positions that are determined continuing for the following year will be posted and  
40 filled per Article X, Section 10.9.

41  
42  
43 **Section 1.5. Seasonal Grounds/Maintenance and ELC Child Care Positions.**

44 Seasonal Grounds/Maintenance position(s) may be hired for spring, summer, and a portion of fall for  
45 mowing and special projects as needed and as district budget allows. The position(s) will be offered  
46 internally prior to advertising to the general public.

1 Employees filling seasonal grounds/maintenance positions will be limited to the following benefits of  
2 the contract: schedule A, retirement as required by PERS; SERS; FICA and L&I; seniority will not  
3 accrue; pay will be at the Assistant Custodian/Seasonal Grounds rate.

4  
5 Early Learning Center (ELC) Child Care positions for the summer will be offered internally prior to  
6 advertising to the general public. These positions be limited to the following benefits of the contract:  
7 schedule A, retirement as required by PERS; SERS; FICA and L&I; seniority will not accrue.  
8

9  
10 **ARTICLE II**

11  
12 **RIGHTS OF THE EMPLOYER**

13  
14 **Section 2.1.**

15 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
16 vested in management officials of the District. Included in these rights in accordance with and subject  
17 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work  
18 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to  
19 suspend, discharge, demote, or take other disciplinary action against employees; and the right to  
20 release employees from duties because of lack of work or for other legitimate reasons. The District  
21 shall retain the right to maintain efficiency of the District operation by determining the methods, the  
22 means, and the personnel by which operations undertaken by the employees in the unit are to be  
23 conducted.  
24

25 **Section 2.2.**

26 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
27 District. In making rules and regulations relating to personnel policies, procedures and practices, and  
28 matters of working conditions, the District shall give due regard and consideration to the rights of the  
29 Association and the employees and to the obligations imposed by this Agreement.  
30

31  
32 **ARTICLE III**

33  
34 **RIGHTS OF EMPLOYEES**

35  
36 **Section 3.1. Right to Join.**

37 It is agreed that all employees subject to this Agreement shall have and shall be protected in the  
38 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.  
39 The freedom of such employees to assist the Association shall be recognized as extending to  
40 participation in the management of the Association, including presentation of the views of the  
41 Association to the Board of Directors of the District or any other governmental body, group, or  
42 individual. The District shall take whatever action required or refrain from such action in order to  
43 assure employees that no interference, restraint, coercion, or discrimination is allowed within the  
44 District to encourage or discourage membership in any employee organization.  
45

46 **Section 3.2. Matters of Personal Concern.**

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



1 **Section 3.3. Association Representation.**

2 Employees of the unit subject to this Agreement have the right to have Association representation at  
3 meetings between themselves and supervisors or other representatives of the District as hereinafter  
4 provided in Articles XIV and XIX.

5  
6 When asked to a meeting the employee has the right to ask and be told the subject matter of the  
7 meeting. If the employee reasonably believes the meeting might result in disciplinary action other than  
8 to give notice of concern/counseling, he/she may request Association representation. If the district  
9 denies representation or says that no discipline will result from the meeting, then the District has given  
10 up the right to discipline based on that meeting.

11  
12 **Section 3.4. Delegation.**

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

15  
16 **Section 3.5. Employee Discrimination.**

17 Neither the District, nor the Association, shall discriminate against any employee subject to this  
18 Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a  
19 physical handicap with respect to a position, the duties of which may be performed efficiently by an  
20 individual without danger to the health or safety of the physically handicapped person or others. An  
21 employee alleging discrimination must seek resolution utilizing the existing school district policies and  
22 procedures.

23  
24 **Section 3.6. Personnel File.**

25 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the  
26 District administration office. Each employee shall have the right, upon request, after making an  
27 appointment for that purpose with the personnel administrator, to review the contents of his/her official  
28 personnel file. The review shall be made in the presence of the administrator responsible for  
29 safekeeping of these files. During the review employees shall be allowed to copy any material therein  
30 and shall be permitted to make a written inventory of material there, and on request, have such  
31 inventory signed and dated by a representative of the administration. All material placed in the file  
32 must be signed by the person submitting the material.

33  
34 Supervisors, for the purpose of evaluation, may keep a working file at the job site for the duration of  
35 the evaluation period. Information regarding the evaluation may be transferred to the employee's  
36 personnel file at the end of the evaluation period. All other information will be either destroyed or  
37 retained in another file if retention is required by Washington Retention Laws.

38  
39 Nothing in this section prevents the District from maintaining a separate investigation file related to an  
40 employee.

41  
42 **Section 3.6.1.**

43 Each employee shall be provided a copy of all material placed in his or her personnel file  
44 within ten (10) days of its insertion. An employee may attach comments to any material that is  
45 a part of the personnel file.

1 **Section 3.7. Evaluations.**

2 Employee evaluations must be completed near the end of the employee’s work year. The employee  
3 may request a mid-year evaluation. Unsatisfactory job performance must be brought to the employee’s  
4 attention as soon as possible after it is observed, and remedial measures put in place.

5  
6 **Section 3.7.1. Employee Comments on Evaluations.**

7 Employees will have the right to attach a written response to the evaluation provided such  
8 attachment is submitted within ten (10) workdays of a receipt of the evaluation copy.

9  
10 **Section 3.8. Right of Refusal.**

11 Employees who are not licensed nurses and whose job descriptions do not include performing  
12 catheterizations or work with students with diabetes, may file a written statement of refusal to perform  
13 catheterization and diabetes assistance. Refusal will not adversely affect the employee’s job status or  
14 be grounds for dismissal. Employees who are authorized to provide for catheterization or diabetes  
15 assistance will receive training from a registered nurse consistent with the rules of the state board of  
16 nursing.

17  
18 **Section 3.8. Training for Medical Interventions.**

19 The District shall provide training for each bargaining unit member whose job description requires  
20 him/her to be responsible for storage of student’s medication and/or to administer  
21 injections/medications to students and/or to provide physical/occupational therapy and/or other quasi-  
22 medical procedures to students. Said training shall be carried out by a licensed professional.

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25  
26 **ARTICLE IV**

27  
28 **RIGHTS OF THE ASSOCIATION**

29  
30 **Section 4.1. Association Rights and Responsibilities.**

31 The Association has the right and responsibility to represent the interests of all employees in the unit;  
32 to present its views to the District on matters of concern, either orally or in writing; to consult or to be  
33 consulted with respect to the formulation, development, and implementation of industrial relations  
34 matters and practices which are within the authority of the District; and to enter collective negotiations  
35 with the object of reaching an agreement applicable to all employees within the bargaining unit.

36  
37 **Section 4.2. Notification of Grievance or Discipline.**

38 The Association shall promptly be notified by the District of any grievances or disciplinary actions of  
39 any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure  
40 Articles contained herein. The Association is entitled to have an observer at hearings conducted by any  
41 District official or body arising out of grievance and to make known the Association’s views  
42 concerning the case.

43  
44 **Section 4.3.**

45 The Association reserves and retains the right to delegate any right or duty contained herein to  
46 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State  
47 Organization.



1 **Section 4.4. Building Visits**

2 PSE Field Representatives, upon making their presence known to the District, shall be allowed to meet  
3 with represented employees during business hours, provided, that no conferences or meetings between  
4 employees and Association representatives will in any way hamper or obstruct the normal flow of  
5 work.

6  
7 **Section 4.5. Use of District Facilities.**

8 The District shall provide a bulletin board space in each school for the use of the Association. All  
9 bulletins posted by the Association should be related to Association business and are the responsibility  
10 of the officials of the Association. Each bulletin shall be signed by the Association official responsible  
11 for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or  
12 posting by employees or the Association of pamphlets, advertising, political matters (state or federal),  
13 or literature on District property, other than herein provided. The responsibility for the prompt removal  
14 of notices from the bulletin boards after they have served their purpose shall rest with the individual  
15 who posted such notices.

16  
17 The Association shall have the right to use District mail service and staff mailboxes for communication  
18 that is consistent with the law.

19  
20 The Association shall have the right to use District facilities and equipment when such equipment or  
21 facilities are not otherwise in use. District facilities may be used for meetings and to transact official  
22 business, except if the business relates to issues defined as work stoppage.

23  
24 The Association shall have the right to hold meetings after work hours using district facilities for bona  
25 fide union businesses not related to work stoppage. The Association shall have the same access and  
26 terms and conditions of us as any other organization. Reservation for meetings shall follow board  
27 policy and procedure.

28  
29  
30 **ARTICLE V**

31  
32 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

33  
34 **Section 5.1. Bargaining.**

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

39  
40 **Section 5.2. Consultation.**

41 It is further agreed and understood that the District will consult with the Association, and meet with the  
42 Association upon its request, in the formulation of any changes being considered in existing benefits,  
43 policies, practices and procedures.

44  
45 **Section 5.3. Matters of Concern.**

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





1 **Section 5.4. Workload.**

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

4  
5 **Section 5.5. Labor-Management Meetings.**

6 A. Two (2) times each school year the District and the PSE Chapter Executive Board will meet to  
7 discuss issues and concerns. Either party may call for additional meetings, providing they can  
8 substantiate the need. Items for negotiation, or grievances currently in process, may not be  
9 discussed at these meetings.

10  
11 B. Agenda items must be submitted at least one day in advance of the meeting. Items related to  
12 department level situations shall be discussed with the supervisor prior to them being included in  
13 meetings herein described.

14  
15 C. Meetings will be held at times that are mutually agreeable.

16  
17 D. Chapter Officers may meet with Department Supervisors to discuss issues outside of the Labor  
18 Management setting.

19  
20  
21 **ARTICLE VI**

22  
23 **ASSOCIATION REPRESENTATION**

24  
25 **Section 6.1. Association Representatives.**

26 The Association representatives shall represent the Association and employees in meeting with  
27 officials of the District to discuss appropriate matters of mutual interest. They may receive and  
28 investigate to conclusion complaints or grievances of employees on District time and thereafter advise  
29 employees of rights and procedures outlined in this Agreement and applicable regulations or directives  
30 for resolving the grievances or complaints. They may not, however, continue to advise the employee  
31 on courses of action after the employee has indicated a desire not to pursue a grievance. This does not,  
32 however, preclude the Association’s right to pursue the matter to conclusion. They may consult with  
33 the District on complaints without a grievance being made by an individual employee.

34  
35 **Section 6.1.1. Release Time for Local Issues.**

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

41  
42 **Section 6.1.2. Release Time Requested by PSE Organization.**

43 Release time for Kettle Falls PSE members requested by the Public School Employees of  
44 Washington/SEIU Local 1948 State organization may be granted to the employee. All costs  
45 associated with the employee’s absence will be reimbursed by PSE of Washington. Request for  
46 release time will be handled through the Superintendent and direct supervisor. Availability of  
47 substitutes is a condition for release.



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## ARTICLE VII

### HOURS OF WORK AND OVERTIME

#### **Section 7.1. Workweek.**

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

#### **Section 7.2. Shift Modification Notice.**

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of one (1) calendar week unless mutually agreed to.

#### **Section 7.3. Defined Shift.**

Each employee shall be assigned to a definite shift with designated times of beginning and ending.

##### **Section 7.3.1. Position Additional Time.**

A classified position may be extended up to sixty (60) minutes in one year. Any extension beyond sixty (60) minutes will require that the extended portion of the position be posted as a new position. The principal will notify the District Office of the need, and the District Office will notify the PSE chapter president of any extensions up to sixty (60) minutes. This provision does not apply to bus driving positions.

#### **Section 7.4. Emergency Closure.**

In the event of an emergency school closure due to inclement weather, plant inoperation, or the like, the District will make every effort to notify each nine (9) month employee to refrain from coming to work through the school messaging system. It is the employee's responsibility to retrieve phone messages, listen to news reports, visit District website, and make every effort to get information on school closures. Employees who make every effort but are unable to get information and report to work shall receive a minimum of two (2) hours pay at his/her regular rate and shall be expected to work those hours. In the event of such a closure, provided, however, no employee shall be entitled to any such compensation in the event of actual notification by the District of the closure prior to leaving home for work.

In the event the district closes one or more of the schools for one or more days of the contracted year, provided students are not required to make up the days, the affected employee will have the option to take emergency (sick) leave, annual/personal leave, and vacation leave or they will have the option to take leave without pay for that time. In the event that students are required to make up the days, the employee would be required to make up the days as part of their regular contract.

Columbia Virtual Academy (CVA) employees who normally work from school may be able to work from home, provided they have the appropriate equipment at home to do so. Arrangements to work from home in an emergency closure must be made with their immediate supervisor for each occurrence.

Year-round employees (custodial/maintenance) will be expected to work during emergency school closures, unless otherwise notified.

1 All other employees during a two (2) hour delay are required to report as soon as safely possible, but  
2 no later than the beginning of school.

3  
4 If schools have been closed early due to an emergent situation, staff will be advised by their immediate  
5 supervisor as to leaving early.

6  
7 **Section 7.5. Transportation Shifts.**

8 The transportation supervisor will establish initial route times based on the previous school year, then  
9 will evaluate, and confirm the time which may be adjusted up or down during the first two weeks of  
10 school.

11  
12 Route time established by the transportation supervisor will be communicated to the drivers. In order  
13 to time routes, drivers will keep actual departure and arrival times for their a.m. route. For payroll  
14 purposes, and bidding routes (see Section 15.16 Bidding Routes), the route times will be established by  
15 taking the average of the three (3) a.m. route times, multiplying the time by two (2), and adding the  
16 daily thirty (30) minute for pre/post checks. If the route time plus the pre/post times are less than three  
17 (3) hours per day, the driver will be compensated three (3) hours per day with no additional time  
18 added. If during the September timing a driver's actual daily drive time is greater than the above-  
19 mentioned formula (departure and arrival times established by the transportation supervisor), the driver  
20 will be compensated for their actual drive time.

21  
22 By October 30 of each school year drivers will be given notice of the “daily route time” of his/her  
23 assignment. Once the daily route time is established, if the route time increases by sixty-one (61)  
24 minutes or more from the previous May, that route will be posted and bid. Preschool/Special Education  
25 routes will be an exception to this posting requirement.

26  
27 **Section 7.5.1. Mid-Day Runs.**

28 Mid-day runs will be offered and assigned based on district seniority. Minimum call out time  
29 for a mid-day run is one (1) hour.

30  
31 **Section 7.5.2. Summer School Transportation.**

32 If summer school transportation is provided, it shall be offered and assigned by seniority.  
33 Summer School drivers must commit to drive at least ninety percent (90%) of the days  
34 available.

35  
36 **Section 7.5.3. Pre/Post Time.**

37 All bus driver personnel shall receive in addition to actual hours of driving time, one-half (1/2)  
38 hour per day for the purpose of cleaning, checking safety devices, defrosting windshields, and  
39 warming buses before making their regular drive. Bus drivers shall be compensated for a  
40 minimum of three (3) hours per day. If the route time plus the pre/post times are less than three  
41 (3) hours per day, the driver will be compensated three (3) hours per day with no additional  
42 time added.

43  
44 **Section 7.5.4. Monthly Bus Washing and Fueling.**

45 Each bus driver will be compensated up to four (4) hours of regular pay per month, nine (9)  
46 months per year, for bus maintenance including fueling and washing their bus. This time is to  
47 be paid when work is completed, written on the monthly time sheet, and verified by the

1 Transportation Supervisor. If more than four (4) hours per month is needed to fuel or wash,  
2 advanced approval is required by the Transportation Supervisor.

3  
4 **Section 7.5.5. Drive Time.**

5 In the event a driver's hours are reduced during the school year, the driver shall continue to  
6 receive wages and benefits that are not less than those stated in the driver's "Notification of  
7 Employment," provided the driver on said route is willing to perform other duties, for the  
8 amount of reduced time. These duties, within the scope of ability of the employee, will be  
9 assigned by the Director of Transportation. This continuation shall be for the duration of the  
10 current employment year only.

11  
12 Drivers shall receive pay for all hours worked which exceed their normal daily route times. If  
13 there are thirty (30) minutes or less between assignments, the base hourly rate shall continue  
14 uninterrupted until the next assignment starts.

15  
16 **Section 7.5.6. Transportation Staff Meetings.**

17 Mandatory transportation staff meetings will be held throughout the year.

18  
19 **Section 7.6. Extra Trips.**

20 "Extra trips" means trips other than regular home to school and school to home daily scheduled runs.  
21 Employees will be paid at the driver's regular rate of pay while driving and will be paid a standby rate  
22 of pay for non-drive time.

23  
24 **Section 7.6.1. Rosters.**

25 Drivers, using a rotating roster established by seniority shall select the extra trip they wish to  
26 take from the available trips. Drivers taking a trip or declining a trip shall rotate to the bottom  
27 of the list. The drivers wishing to be placed on each roster will notify the transportation  
28 supervisor on or before the first in-service meeting day of the school year.

29  
30 There will be three (3) rosters:

- 31 1.) Extra Trips
- 32 2.) Overnight Trips
- 33 3.) Midday Substitutes

34  
35 **Extra Trips/Overnight Trips.**

36 On Monday of each week, the Transportation Supervisor will post the available extra trips  
37 scheduled beginning Tuesday of the following week through the next Monday. All trips not  
38 posted by 8:00 AM Monday will be late posted trips. After the AM routes, drivers will meet to  
39 select the extra trip they wish to drive. Selected trips shall not cause a driver to go over 40  
40 hours a week. Drivers taking a trip or declining a trip shall rotate to the bottom of the list. The  
41 rotation will continue until all the trips have been taken, or until it is clear that trips have not  
42 been selected and are still available.

43  
44 If trips go unassigned, the Transportation Supervisor may assign the remaining trips to regular  
45 drivers in reverse order of seniority on a rotation basis as long as the assignment does not cause  
46 the driver to go into overtime. Late posted trips will be selected by rotation according to  
47 seniority. If the trip causes overtime to be paid the trip will be offered to drivers in seniority

1 order. Substitute drivers may be allowed to take an unassigned trip at the discretion of the  
2 district.

3  
4 Drivers not present for the trip bid sessions after each Monday AM route (including post-trip  
5 time) will be considered to have “passed” and will rotate to the bottom of the trip list. Bidding  
6 time is not compensated time. Overnight Trip board drivers will have twenty-four (24) hours  
7 from the time the trip is posted to sign up for a trip or it will be considered a pass.

8  
9 If a trip comes in for assignment after the Monday meeting but is scheduled to go out prior to  
10 the Monday assignment day, the Transportation Supervisor may assign the trip(s) in rotation  
11 order. If the assignment is an emergency the Transportation Supervisor may assign the trip to  
12 any available driver, who will then forfeit his/her next rotation turn.

13  
14 **Midday Substitutes:**

15 Drivers interested in substituting for the midday routes will sign up at the start of the school  
16 year. Midday subs will be put on a rotating roster established by seniority and managed by the  
17 Transportation Supervisor. Drivers substituting on the routes or declining a route will rotate to  
18 the bottom of the list. If routes go unassigned or open at the last minute, the Transportation  
19 Supervisor may assign the route to the first available driver.

20  
21 **Section 7.6.2. Cancelled Trips.**

22 Should a trip be canceled or postponed, the assigned driver will be given the opportunity to  
23 have the choice of the next available trip. The total hours of the make-up trip will be within  
24 sixty (60) minutes of the previously scheduled trip although the driver may choose to accept a  
25 shorter trip. If the canceled or postponed trip is rescheduled for the same week, the original  
26 driver will take the trip. Any trip that is canceled on a non-student day and the driver is not  
27 notified prior to arriving at the bus garage; the driver will be paid a minimum two (2) hour call-  
28 out at the current trip wage.

29  
30 If an extra or special trip should be canceled without notice to the driver, they will receive the  
31 next posted trip. If the driver loses all or a portion of his/her daily assigned time the driver will  
32 be paid for their regular route time. If the driver is notified in advance, then he/she will drive  
33 their normal route, and their name will be returned to the top of the trip rotation list.

34  
35 If a trip driver arrives at the bus barn and finds the trip has been cancelled, the driver will receive  
36 a minimum of two (2) hours pay per call at their regular rate of pay, providing the driver did not  
37 lose route time and the driver will receive a make-up trip. If the missed trip involves loss of  
38 regular route time, see paragraph above.

39  
40 **Section 7.6.3. New Driver Trip Eligibility.**

41 New drivers shall not be eligible for assignment to extra trips unless they have met the sixty  
42 (60) workdays probationary period. Once the probationary period is met the driver will be  
43 activated on the rosters in the correct seniority position and will pass the first trip on all boards.

44  
45 The Transportation Supervisor has the discretion to withhold a new driver’s placement on the  
46 rosters until he is confident of the driver’s qualifications. The Transportation Supervisor will  
47 notify the driver before placing him/her on an extended qualification period.

48

1 New drivers who have at least three years of Class B CDL driving experience will be eligible  
2 for assignment to extra trips following thirty (30) workdays of employment.

3  
4 **Section 7.6.4. Assignment of Bus.**

5 Drivers shall use their regularly assigned bus on extra trips whenever practical. Assignment of  
6 buses for extra trips shall be made by the transportation coordinator.

7  
8 **Section 7.6.5. Overnight Trips.**

9 On overnight trips, paid time will end when the driver is released from duty by the trip  
10 supervisor. Sleep time will not be paid time. Drivers will be paid a minimum of eight (8) hours  
11 for each day away from the District, provided that on the day the trip leaves, hours driven by  
12 the driver on regular routes etc. will be counted in the eight (8) hours and the day the trip  
13 returns to the District will be paid on actual time.

14  
15 If the trip supervisor uses the driver as a chaperone, the driver will be paid all hours at their  
16 regular rate of pay on Schedule A, except as otherwise provided in Article VII.

17  
18 When the District assigns a “backup” driver to go on an extra trip, the “backup” driver shall be  
19 paid at the standby rate when not driving, except as otherwise provided in Article VII.

20  
21 **Section 7.7. Charter Buses.**

22 Use of a charter bus may be requested by the district only under the following circumstances for  
23 extracurricular activities:

- 24  
25 A. The activity is not a regularly scheduled annual event (e.g., playoffs, special events, etc.); and  
26 B. If the difference between the cost of the chosen transportation and what the district would pay  
27 will be paid for by other than the district or school affiliated groups (e.g., booster clubs).

28  
29 **Section 7.8. Transportation Co-op.**

30 Inchelium School District and Kettle Falls School District have a transportation co-op agreement.  
31 Drivers (subs or regular drivers) who agree to drive in Inchelium will be required to drive a District  
32 vehicle and be paid at their regular rate of pay for their travel time. If no District vehicle is available, the  
33 driver’s personal vehicle may be used, and the driver will be reimbursed for the actual miles traveled at  
34 the current IRS mileage rate.

35  
36 **Section 7.9. Overtime.**

37 Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter  
38 provided. In the assignment of overtime, the District agrees to provide the employee with as much  
39 advance notice as practicable in the circumstances. Normally, employees designated to work overtime  
40 on days outside their regular workweek will be advised of the possibility no later than twenty-four (24)  
41 hours prior to the end of the last shift before the overtime commences.

42  
43 **Section 7.9.1. Driver Overtime.**

44 All hours compensated in excess of forty (40) hours in one (1) workweek shall be compensated  
45 at the rate of one and one-half (1 ½) times the employee’s regular hourly rate.

46  
47 Due to extra-curricular trips or other assignments in the district, it is understood that a  
48 workweek may occasionally go over forty (40) hours, thus creating an overtime situation. It is

1 mutually agreed between PSE and the District that the employee shall inform his/her supervisor  
2 if he/she feels that an additional assignment will cause his/her workweek to go over forty (40)  
3 hours. It is also mutually agreed that sometimes overtime situations cannot be avoided and that  
4 the compensation for any hours over forty (40) shall be at the rate of pay for the assignment  
5 being performed when the overtime is worked.  
6

7 **Section 7.9.2. Driver Compensatory Time.**

8 Compensatory time in lieu of overtime is authorized under the following conditions:

- 9 A. Compensatory time shall be computed at the rate of one and one-half (1½) hours  
10 compensatory time for each one (1) hour worked in excess of forty (40) hours in any  
11 one (1) workweek.
- 12 B. No employee may be compelled to take compensatory time in lieu of overtime pay.
- 13 C. The District shall not be required to grant requests for compensatory time in lieu of  
14 overtime pay.
- 15 D. Compensatory time may be accumulated in accordance with the provisions of the Fair  
16 Labor Standards Act (FLSA).  
17

18 **Section 7.10. Compensatory (Comp) Time and Flex time.**

19 Employees asked by their supervisor to work additional hours beyond their regularly scheduled  
20 workday may elect to receive flex or compensatory time in lieu of paid time. Comp time is awarded at  
21 the rate of one and one-half (1 ½) hours for every additional hour worked when hours worked exceed  
22 forty (40) hours per week.  
23

24 The scheduling of use of earned compensatory or flex time will be at the choice and election of the  
25 employee so long as:

- 26 1. The employee provides his/her supervisor twenty-four (24) hours' notice of the scheduled time  
27 he or she intends to take the compensatory time; and
- 28 2. Such time would not reasonably be expected to unduly disrupt  
29

30 Time in lieu of pay must be mutually agreed upon by the supervisor and the employee. Any unused  
31 comp/flex time at the end of the school year will be paid to the employee by the submission of an  
32 approved timesheet using established District procedures.  
33

34 **Section 7.10.1. Flex Time.**

35 Flex time is awarded on an hour-for-hour basis for any additional time worked less than forty  
36 (40) hours per week.  
37

38 **Section 7.10.2. Comp Time.**

39 Compensatory time in lieu of overtime is authorized under the following conditions:

- 40 A. Compensatory time shall be computed at the rate of one and one-half (1½) hours  
41 compensatory time for each one (1) hour worked in excess of forty (40) hours in any  
42 one (1) workweek.
- 43 B. No employee may be compelled to take compensatory time in lieu of overtime pay.
- 44 C. The District shall not be required to grant requests for compensatory time in lieu of  
45 overtime pay.
- 46 D. Compensatory time may be accumulated and used within the provisions of the Fair  
47 Labor Standards Act (FLSA).

- 1 E. Compensatory time accumulated as of July 31 annually shall be fully used by that date  
2 each year, and to the extent not used by such date, shall be cashed out.  
3

4 **Section 7.11. Breaks.**

5 Employee shall be granted rest periods as follows based on the number of hours worked daily:

- 6 A. Less than two (2) hours daily work shift - no rest period.  
7 B. Two (2) to five (5) hours daily work shift - one paid rest period.  
8 C. Five (5) hours and up to seven (7) hours daily work shift - one paid rest period and a thirty (30)  
9 minute unpaid lunch.  
10 D. Seven and one half (7 ½) or more hours shall be entitled to two-paid rest periods and a thirty  
11 (30) minute non-paid lunch period.  
12

13 Rest periods shall be fifteen (15) minutes in length. Lunches should be scheduled as close as  
14 practicable to the mid-point of the employee's shift. Lunch and break periods will be scheduled with  
15 consultation between the employee and the employee's supervisor. Rest and/or lunch periods shall not  
16 be scheduled so as to extend or shorten the length of the employee's daily work shift (for example  
17 adding a break at the end of a work shift).  
18

19 **Section 7.12. Work in a Different Position.**

20 Employees requested to work a shift regularly filled by a higher classification employee shall receive  
21 compensation equal to that normally received by the employee in the higher classification.  
22

23 **Section 7.12.1. Rate of Pay for Work in a Different Position.**

24 Regular employees requested to substitute in their own classification will receive their regular  
25 hourly rate of pay. Regular employees asked to substitute outside their classification will  
26 receive the Step 1 rate of pay for that classification or their own rate of pay, whichever is  
27 greater.  
28

29 **Section 7.13. Emergency Substitute Teacher.**

30 Employees who possess an emergency substitute or teaching certificate may substitute within the  
31 district.  
32

33 Employees requested by their supervisor to work as a substitute teacher for more than thirty (30) minutes  
34 will receive the substitute teacher rate of pay. Should the employee have daily time covered by this  
35 section, it will be noted to payroll and documented on the employee's timesheet at the time the employee  
36 is requested to work the assignment. This provision is to be used for emergency substitute teacher  
37 shortages or when extenuating circumstances warrant placing a classified employee in this role. The use of  
38 this provision is at supervisor discretion.  
39

40 **Section 7.14. Waiver Days.**

41 It is understood that approval of a waiver as per WAC180-18-040 and RCW28A.300.750 to reduce the  
42 number of student days to less than one hundred eighty (180) will not negatively impact any part-time  
43 Public School Employees of Washington/SEIU Local 1948 employee, that is, those employees in  
44 transportation (bus drivers), custodians/maintenance, nutrition services, secretaries, and Paraeducators.  
45

46 The additional hours worked required to total the one hundred eighty (180) paid days may be worked  
47 on non-student days with supervisor's approval.  
48



1 **Section 7.15. School Calendar.**

2 The District shall receive counsel from the Kettle Falls PSE Association before the school calendar is  
3 approved by the Board of Directors.

4  
5 **Section 7.16.**

6 Recognizing that some work years have more than two hundred sixty (260) workdays, fulltime  
7 employees shall have the option to work the extra day(s) and be compensated at their regular hourly  
8 rate of pay; or take the day(s) off as leave without pay. The District will notify the effected employees  
9 when the work year has over two hundred sixty (260) workdays. Each employee will in turn notify the  
10 District prior to January 1 of the work year as to whether he/she will work the days or take as leave  
11 without pay.

12  
13 **Section 7.17. Substitute Caller.**

14 Secretaries who are responsible to arrange substitutes may elect to be paid a yearly stipend of one  
15 thousand dollars (\$1000.00) for the extra work involved in arranging substitutes or the secretary may  
16 choose to record his/her actual time on his/her time sheet and submit for payment each month.

17  
18 **Section 7.18. Early Learning Center Provisions.**

19 Employees in the Early Learning Center (ELC) work a different schedule than K-12 school employees  
20 in the district. ELC will follow the ECEAP approved calendar annually. The schedule includes  
21 additional time for training and preparation before the preschool year begins (up to 10 days) as well as  
22 the day after the last day of pre-school. Scheduled days of work also include time that the K-12 is off  
23 during winter and spring break (except for holidays).

24  
25 Should there be a need for reduction in staff during winter or spring breaks due to student need,  
26 employees will be offered to work the days during break or take the additional time off without pay on  
27 a rotation basis for each break. The number of staff who may be gone at any one time will be  
28 determined by the ELC Supervisor

29  
30 Vacation time and Personal Days in this department will be awarded on a first come first served basis.  
31  
32  
33

34 **ARTICLE VIII**

35 **HOLIDAYS AND VACATIONS**

36  
37  
38 **Section 8.1. Holidays.**

39 Each employee subject to this Agreement shall receive the following paid holidays which fall within  
40 their work year:

- |    |                                    |                                       |
|----|------------------------------------|---------------------------------------|
| 41 |                                    |                                       |
| 42 | 1. New Year’s Day                  | 7. Labor Day                          |
| 43 | 2. Martin Luther King Jr. Birthday | 8. Veteran’s Day                      |
| 44 | 3. Presidents’ Day                 | 9. Thanksgiving Day                   |
| 45 | 4. Memorial Day                    | 10. Day after Thanksgiving Day        |
| 46 | 5. Juneteenth                      | 11. Day before or after Christmas Day |
| 47 | 6. Independence Day                | 12. Christmas Day                     |
| 48 |                                    |                                       |



1 **Section 8.1.2.**

2 Each twelve (12) month employee subject to this Agreement shall be entitled to and receive  
3 paid vacation time according to the following formula:

4	Beginning Years	Vacation
5	<u>of Service</u>	<u>Eligibility</u>
6	0-4	2 weeks
7	5-10	3 weeks
8	10 and above	4 weeks

9  
10  
11 Vacation shall not be available until the employee has completed the sixth (6th) month of  
12 continuous employment.

13  
14 Unused vacation may be carried over for one (1) year with approval of the District.

15  
16 No vacation may be carried over for more than one (1) year beyond the date on which it  
17 became due.

18  
19 An employee may cash-out up to one (1) year’s accumulated vacation time rather than carry it  
20 over to the next year, PROVIDED that the District and the employee mutually agree to the  
21 cash-out. A District decision not to cash-out accumulated vacation shall not be subject to the  
22 grievance procedure.

23  
24 Cash-out of vacation upon separation from employment will be paid up to two (2) years of  
25 accrual and according to state law.

26  
27 **Section 8.1.3. Holidays during Vacation.**

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

30  
31  
32 **ARTICLE IX**

33  
34  
35 **LEAVES**

36 **Section 9.1. Sick Leave.**

37  
38 **Section 9.1.1.**

39 Each employee shall accumulate one (1) hour of sick leave for each nineteen (19) hours or  
40 portion thereof of regular employment up to a maximum of ninety-six (96) hour per school  
41 budget year. When the calculated hours of sick leave entitlement results in a portion of an hour,  
42 then the entitlement shall be rounded up to the half or whole hour, whichever is closest. Sick  
43 leave shall be vested when earned and may accumulate to a maximum of one hundred eighty  
44 (180) days. The District shall project the number of annual days of sick leave at the beginning  
45 of the school year according to the estimated calendar months the employee is to work during  
46 that year. The employee shall be entitled to the projected number of days of sick leave at the  
47 beginning of the school year.



1 Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's  
2 normal daily work shift; provided, however, that should an employee's normal daily work shift  
3 increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits  
4 will be paid in accordance with the employee's normal daily work shift at the time the sick  
5 leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily  
6 basis.

7  
8 **Section 9.1.2. Leave for Family Illness.**

9 Sick leave as defined above may be used for serious illness to an employee's child, spouse,  
10 parent, step-parent, grandparent, grandchild, sibling, or parent-in-law. Each day of such leave  
11 shall be deducted from sick leave.

12  
13 **Section 9.1.2. Request for Verification.**

14 If an employee has used paid-sick leave for more than three consecutive days or a specific  
15 pattern of use of sick leave the district may request verification that establishes or confirms that  
16 the use of paid sick leave is for an authorized purpose.

17  
18 **Section 9.1.3. Other Acceptable Uses of Sick Leave.**

19 Employees may use their accrued paid sick leave when the District has been closed by order of  
20 a public official for any health-related reason or when an employee's child's school or place of  
21 care has been closed by order of a public official for any health-related reason.

22  
23 Additional information about appropriate use of sick leave can be found at WA State Labor and  
24 Industries or the Kettle Falls School District Human Resources Department.

25  
26 **Section 9.1.4. Transfer of Sick Leave**

27 Employees who have accrued sick leave while employed by another public school district in  
28 the State of Washington shall be given credit for such accrued sick leave upon employment by  
29 the District.

30  
31 **Section 9.1.5. Work Related Injury/Illness.**

32 In the event employees are absent for reasons, which are covered by Industrial Insurance, the  
33 District will provide the employee with information about the options allowed by the  
34 Department of Labor and Industries accordingly.

35  
36 **Section 9.1.6. Annual Sick Leave Cash-Out.**

37 In January of each year in which a minimum of sixty (60) days of leave for illness or injury is  
38 accrued, and each January thereafter, any eligible employee may exercise an option to receive  
39 remuneration for unused leave for illness or injury accumulated in the previous year at a ratio  
40 of one (1) full day's monetary compensation for four (4) accumulated sick leave days. [RCW  
41 28A.400.210(1)]

42  
43 The district will make available a VEBA program for all employees eligible for sick leave  
44 cash-out.

45  
46 **Section 9.1.7. Sick Leave Cash-Out at Separation of Employment.**

47 At the time of separation from school district employment, an eligible employee or the  
48 employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary

1 compensation for each four (4) full days accrued leave for illness or injury. An eligible  
2 employee means (as defined in RCW 28A.400.210 [2]):

- 3 1. Employees who separate from employment due to retirement or death;
- 4 2. Employees who separate from employment and who are at least age fifty-five and have  
5 at least ten (10) years of service in SERS (3); or
- 6 3. Employees who separate from employment and who are at least age fifty-five and have  
7 at least fifteen (15) years of service in SERS (2).

### 8 9 **Section 9.2. Bereavement Leave.**

10 Each employee shall be entitled up to five (5) days leave with pay per occurrence for absence caused  
11 by death of an employee's child, spouse, parent, stepparent, grandparent, grandchild, sibling, or  
12 parent in-law or a person living in the household of the employee. One (1) day of bereavement leave  
13 with pay shall be granted for bereavement of friends and professional acquaintances.

14  
15 Such bereavement leave is noncumulative and shall not be deducted from sick leave.

16  
17 Additional days may be granted, on a case-by-case basis, by the Superintendent. Such additional days  
18 may be granted on a paid or unpaid basis, at the discretion of the Superintendent.

19  
20 **Section 9.3. Personal Leave.** Each employee shall be entitled to three (3) paid workdays per year as  
21 personal leave subject to the following limitations:

- 22 A. Two (2) personal day may be carried over to the following year for up to a maximum of five  
23 (5) days personal leave.
- 24 B. The leave shall not be available for use during the first five (5) and/or last five (5) student  
25 attendance days without the approval of the employee's immediate supervisor.
- 26 C. Not more than one (1) employee per job category per school or transportation department may  
27 use the leave on any one (1) day without the approval of the employee's immediate supervisor.
- 28 D. The use of personal leave will be requested by the employee in writing and shall be granted on  
29 a first submitted, first granted basis.
- 30 E. If requests are received simultaneously, the leave shall be granted to the employee with the  
31 greater seniority in the job category.

32  
33 The employee shall provide the principal or supervisor with at least twenty-four (24) hour notice, said  
34 twenty-four (24) hour notice being a full business day. Non-business days shall not count as a part of  
35 the twenty-four (24) hour notice requirement.

### 36 37 **Section 9.4. Maternity Leave.**

38 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such  
39 time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave  
40 must return to work not later than one (1) year following the granting of the maternity leave.

41 Employees granted maternity leave may, at their option, be allowed compensation for maternity leave  
42 in accordance with Section 9.1.1 above. Before returning to work, the employee must be certified by  
43 her physician as ready and able to return.

### 44 45 **Section 9.5. Paternity Leave.**

46 A male employee, upon request, may be granted up to five (5) days leave, on or about the date of the  
47 birth of his child. Such leave shall be deducted from that accumulated pursuant to Section 9.1.1 above.

1 **Section 9.6. Family Medical Leave.**

2 Family Medical Leave Act (FMLA) will be implemented according to state and federal law. The  
3 District shall post information on FMLA at each employee work site. Employees should be aware  
4 that certain use of FMLA could result in the employee exhausting all accrued sick leave. This leave  
5 guarantees eligible employees up to twelve (12) weeks of job-protected leave.  
6

7 Employees who have worked for the District for a period of twelve (12) months and have accrued one-  
8 thousand two-hundred and fifty (1,250) hours of service during that twelve (12) month period are  
9 eligible for this leave.  
10

11 **Section 9.7. Judicial Leave.**

12 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named  
13 as a codefendant with the District, such employee shall receive a normal day’s pay for each day of  
14 required presence in court. In the event that an employee is a party in a court action, such employee  
15 may request unpaid leave.  
16

17 **Section 9.8. Additional Leave.**

18 The District will provide additional leave in accordance with Washington state law, including  
19 Domestic Violence Leave and Faith or Conscience Leave. Additional information about specific leaves  
20 can be found at [www.leg.wa.gov](http://www.leg.wa.gov).  
21

22 **Section 9.9. Leave of Absence.**

23 **Section 9.9.1.**

24 Upon recommendation of the immediate supervisor through administrative channels to the  
25 Superintendent, and upon approval of the Board of Directors, an employee may be granted a  
26 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is  
27 granted due to extended illness, one (1) additional year may be granted.  
28  
29

30 **Section 9.9.1.1.**

31 If an employee’s leave of absence is granted for the purpose of going to school, more  
32 than one year may be granted. Should the employee be granted a partial day or partial  
33 year leave of absence the terms of the leave will be agreed between the bargaining unit  
34 and the District before the request is submitted to the School Board of Directors for  
35 approval.  
36

37 **Section 9.9.2.**

38 The returning employee will be assigned to the position occupied before the leave of absence.  
39 Employees hired to fill positions of employees on leave of absence will be hired for a specific  
40 period of time, during which they shall be subject to all provisions of this Agreement. When the  
41 replacement employee’s employment is nonrenewed because the employee on a leave of  
42 absence returns, the replacement employee has no right to grieve the nonrenewal.  
43

44 **Section 9.9.3.**

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



1 **Section 9.10.**

2 The District agrees to establish and maintain a LEAVE SHARING PLAN (LSP) that is consistent with  
3 current state laws except as hereafter stipulated. The LSP shall be subject to the following conditions:  
4

- 5 1. Each and every donation of annual and/or sick leave shall be made by a specific individual to  
6 a specific individual and not from or to a pool of any kind.
- 7 2. All donated leave shall be calculated on the basis of “hours donated” and “hours used.”
- 8 3. The maximum number of hours of donated leave that any individual may receive and use  
9 shall be limited to:
  - 10 a. An annual amount that is not more than the total number of the receiving individual’s  
11 regular employment hours remaining in the current school year following the  
12 exhaustion of all forms of accrued leave; and
  - 13 b. An employee cannot receive more than five-hundred twenty-two (522) days of shared  
14 leave during total district employment.
- 15 4. Each individual’s request for shared leave shall be reviewed and acted upon by the  
16 superintendent. The employee may be required to submit the documentation identified in  
17 WAC 392-136A-055 before the request is approved or denied.
- 18 5. The decision of the superintendent may be appealed by the requesting individual to the  
19 School Board.
- 20 6. The decision of the School Board shall be final and shall not be subject to the grievance  
21 procedure.
- 22 7. The employee sharing their leave must retain twenty-two (22) days of sick leave.  
23

24 **Section 9.11. Emergency Leave.**

25 Three (3) days of emergency leave per year shall be deducted from sick leave. Emergency leave may  
26 be taken at the employee’s discretion due to a problem which has suddenly occurred or is unplanned,  
27 or where planning should not relieve the necessity of the employee’s absence.  
28

29 **Section 9.12. Unpaid Leave.**

30 Employees are expected to manage their time off effectively and are annually provided personal and  
31 sick leave days to accommodate their time off needs. The District understands that special events or  
32 circumstances occasionally occur that would cause an employee to need additional leave beyond what  
33 they have in their leave bank. However, these events or circumstances should be the exception. If such  
34 event or circumstance should occur, the employee must obtain preapproval from the Human Resource  
35 Department through their immediate supervisor prior to taking unpaid leave. Failure to obtain  
36 preapproval could result in disciplinary action.  
37  
38  
39

40 **ARTICLE X**

41 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

42 **Section 10.1. Seniority.**

43 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
44 Superintendent gives the approval to hire the employee, as indicated on the hiring document,  
45 (hereinafter “hire date”) unless such seniority shall be lost as hereinafter provided. The  
46  
47



1 Superintendent's approval is conditioned on final approval of the School Board of Directors. If more  
2 than one employee is hired on a given day, seniority will be decided by a drawing of lots.

3  
4 **Section 10.2. Probation.**

5 Each new hire shall remain in a probationary status for a period of not more than ninety (90) workdays  
6 following the hire date. During this probationary period the District may discharge such employee at  
7 its discretion, and such employee cannot grieve his or her discharge.

8  
9 **Section 10.2.1. New or Open Position while on Probation.**

10 Employees currently in a probationary status will not have the right to transfer within  
11 classification until they have successfully completed their probation. Following completion of  
12 their probationary period, they may apply per Section 10.7. The employee's probation will start  
13 over if they are hired into a new classification during their probationary period.

14  
15 **Section 10.3.**

16 Except as specifically provided otherwise in this Agreement, probationary employees will be subject to  
17 all rights and duties contained in this Agreement.

18  
19 **Section 10.4.**

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

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

25  
26 **Section 10.5.**

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

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

33  
34 **Section 10.6.**

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

37  
38 **Section 10.7. Preferential Rights.**

39 The employee with the earliest hire date shall have absolute preferential rights regarding shift selection  
40 and overtime. The employee with the earliest hire date shall have preferential rights regarding  
41 promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are  
42 substantially equal with junior employees or applicants. If the District determines that seniority rights  
43 should not govern because a junior employee or applicant possesses ability and performance  
44 substantially greater than a senior employee or senior employees, the District shall set forth in writing  
45 to the employee or employees and the organization's grievance committee chairperson its reasons why  
46 the senior employee or employees have been bypassed.

1 This section shall not be construed to infringe on the District’s right to assign employees as specified  
2 in Section 2.1. Therefore “assignment to new or open jobs” only relates to the condition that more  
3 classified employees are added to the district wide total.  
4

5 Examples that constitute an addition to the district wide total include:

- 6 1. A resignation that is replaced.
  - 7 2. A brand-new job that increases the number of PSE represented employees.
- 8

9 Examples that do not constitute an addition to the district wide total include:

- 10 1. New assignments after a resignation that is not replaced.
  - 11 2. New assignments at the beginning of the school year.
  - 12 3. New assignments when workload conditions change such as the addition of a special education  
13 student requiring Paraeducator support.
- 14

15 Situations that do not constitute an addition to the district wide total will be considered reassignments.  
16 The District will make reassignments based on the efficient operation of the district and, seniority shall  
17 not be a consideration.  
18

19 The District does recognize the inherent workload increase when employees are reassigned from one  
20 school building to another. Employees so reassigned will be paid a onetime stipend per reassignment  
21 of three hundred dollars (\$300.00). If the reassignment to another building is a fraction of the  
22 employee’s day, the stipend will be prorated accordingly.  
23

24 Assignments will not be arbitrary or capricious. Personal issues and favoritism will not be a basis for  
25 assignment. If PSE suspects assignment has been based on illegitimate reasons the principal, the  
26 employee and a PSE representative will meet to discuss the rationale for the assignment.  
27

28 **Section 10.7.1.**

29 In the event of a Paraeducator classification reduction-in-force (RIF), the District will reduce  
30 the Paraeducator staff by seniority last hired first laid off.  
31

32 Assignments of the remaining Paraeducators will be made at the District’s discretion. Transfer  
33 to another school building will be consistent with Section 10.7.  
34

35 A rified employee at his/her option will have the additional reemployment pool right of priority  
36 for filling substitute positions.  
37

38 **Section 10.7.2.**

39 For the purposes of Reduction in Force (RIF) only, employees holding positions of Head  
40 Maintenance, Bus Mechanic, and ELC Lead Teacher will not be reduced in the same manner as  
41 Custodians, Bus Drivers and ELC Assistant Teachers. The District may retain the Head  
42 Maintenance, Bus Mechanic. and ELC Lead Teacher positions regardless of the seniority of the  
43 individual.  
44

45 In the event of a Reduction in Force (RIF) within the Custodial or Bus Driver classification the  
46 District will reduce the classifications by seniority last hired first laid off.  
47



1           **Section 10.7.3. Notification of Layoff.**

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

4  
5           **Section 10.7.4.**

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

8  
9           **Section 10.8.**

10          Employees who change job classifications within the bargaining unit shall retain their hire dates in the  
11          previous classification for a period of three (3) years, notwithstanding that they have acquired a new  
12          hire date and a new classification.

13  
14          **Section 10.9.**

15          The District shall publicize within the bargaining unit for five (5) workdays the availability of open  
16          positions as soon as possible after the District is apprised of the opening. A copy of the job posting  
17          shall be forwarded to the President of the Association.

18  
19          Following consultation with the PSE President, the District will select a PSE member within the job  
20          classification to be included on the interview team.

21  
22                 **Section 10.9.1.**

23                 In addition to normal interview, the District may require written and/or performance  
24                 assessment for all applicants for an opened position. Unit represented employees employed  
25                 within the same classification at the same grade level, and subject area, would not be required  
26                 to complete the assessment.

27  
28          **Section 10.10.**

29          In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
30          District according to layoff ranking. Such employees are to have priority over junior employees and  
31          outside candidates in filling an opening in the classification held immediately prior to layoff. Names  
32          shall remain on the reemployment list for two (2) years.

33  
34          **Section 10.11.**

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

37  
38          **Section 10.12.**

39          An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does  
40          not comply with the requirements of Section 10.11, or if the employee does not respond to the offer of  
41          reemployment within fifteen (15) days.

42  
43          **Section 10.13.**

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



1 **Section 10.14. Notification to Non-Annual Employees (Reasonable Assurance).**

2 This section is intended to be applicable to those employees whose duties necessarily imply less than  
3 twelve (12) months’ work per year. Each employee will receive a letter of assurance or non-assurance  
4 as per Employment Security Guidelines for the next school year from the District on or before May 30.  
5

6 **Section 11.3.**

7 Acts of misconduct occurring after the expiration of the school year may result in discipline  
8 and/or discharge by the District. Any such discipline or discharge must follow the obligations  
9 imposed by this Collective Bargaining Agreement contained in Article XI, Section 11.1.  
10

11  
12  
13 **ARTICLE XI**

14  
15 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

16  
17 **Section 11.1. Just Cause.**

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

23 When disciplining an employee, the following progressive discipline model will apply as per Board  
24 Policy 5281:

- 25 1) Oral Reprimand – written record to the employee’s personnel file
- 26 2) Written Reprimand sent to employee’s personnel file
- 27 3) Suspension
- 28 4) Discharge.
- 29

30 Steps in this model may be skipped depending on the severity of the infraction.  
31

32 All information forming the basis for any reprimand, warning, discipline, or adverse effect shall be  
33 limited to matters and events occurring during the previous three (3) years and may then be expunged  
34 upon the employee’s request, unless the information supports a continued pattern of inappropriate  
35 conduct. Matters of sexual or abusive nature may not be expunged without the approval of the  
36 superintendent if the District has fully investigated the allegations(s) and has determined from that  
37 investigation that the employee engaged in the behavior, no matter the elapsed time period.  
38

39 **Section 11.2. Representation.**

40 An employee may have Association representation during any disciplinary proceeding. No disciplinary  
41 proceeding will begin until the employee has been advised of his/her rights under this Article and been  
42 given the opportunity to have a representative of his/her choice present  
43

44 **Section 11.3. Notification to Non-Annual Employees.**

45 This section is intended to be applicable to those employees whose duties necessarily imply less than  
46 twelve (12) months (excluding vacations) work per year.  
47



1            **Section 11.3.1.**

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

4  
5            **Section 11.3.2.**

6            Acts of misconduct occurring after the expiration of the school year may result in discipline  
7            and/or discharge by the District. Any such discipline or discharge must follow the obligations  
8            imposed by this Collective Bargaining Agreement contained in Article XI, Section 11.1.  
9

10           **Section 11.4.**

11            Except in extraordinary cases, and as otherwise provided in this Article, the District will give  
12            employees two (2) weeks’ notice of intention to layoff.  
13  
14

15  
16                                    **ARTICLE XII**

17  
18                                    **INSURANCE AND RETIREMENT**

19  
20           **Section 12.1. SEBB.**

- 21            A. The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide  
22            funding for all bargaining unit members and their dependents as required by State Law, the State  
23            Operating Budget, and the School Employees Benefits Board (SEBB). Inclusive of employer  
24            funding will be payment of the retiree carve-out for all eligible employees.
- 25            B. The employer agrees to provide timely information about SEBB insurance plans to eligible  
26            employees during the school year (as required or recommended by SEBB) and at each open  
27            enrollment period.
- 28            C. The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work  
29            630 hours or more per school year. Paid leave hours shall count towards the 630 hours used to  
30            determine eligibility for benefits. For purposes of benefits provided under the SEBB, a school year  
31            shall mean September through August. The effective date of coverage is the first day of the month  
32            following the day they begin work unless other circumstances apply per SEBB rules.
- 33            D. Basic benefits include medical, dental, vision, long-term disability, and group life insurance.  
34            Employees may select optional benefits at their own expense. Employees shall be able to  
35            participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and the Dependent  
36            Care Assistance Program (DCAP).
- 37            E. Benefit Termination: Any employee terminating employment shall be entitled to receive the  
38            District insurance contribution for the remainder of the calendar month in which the contribution is  
39            effective. In cases where separation occurs after completion of the employee’s full contract  
40            obligation (i.e., the end of the school/work year), benefit coverage will continue through August of  
41            that year.
- 42            F. In the event that any unforeseen changes, that are subject to bargaining, regarding SEBB occur  
43            during the duration of this agreement, the parties agree to bargain the impact.
- 44            G. Should any contract language be found not to be allowed under State law and/or SEBB rules, State  
45            law and SEBB rules shall govern.  
46  
47  
48



1 **Section 12.2. Optional Insurance.**

2 The District may offer additional insurance not offered by SEBB and will provide information to employees  
3 regarding such optional insurance annually.

4  
5 **Section 12.3. Tort Liability.**

6 The District shall provide tort liability coverage for all employees subject to this Agreement.  
7

8 **Section 12.4. State Industrial Insurance.**

9 The District shall make required contributions for State Industrial Insurance on behalf of all employees  
10 subject to this Agreement.  
11

12 **Section 12.5. WA Paid Family and Medical Leave (PFML).**

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

- 15 ● The District shall annually notify employees about the benefits available under PFML.
- 16 ● Employees will be required to file a claim for PFML benefits with the Employment Security  
17 Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/> all  
18 payments will come from the ESD.
- 19 ● Employees will be required to contact the Employment Security Guidelines to determine the  
20 amount leave available.
- 21 ● To qualify for PFML, employees must work no less than eight hundred and twenty (820) hours  
22 in employment in Washington State during the qualifying period Employment Security will  
23 determine the employee’s eligibility and benefit.
- 24 ● Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or  
25 [www.paidleave.wa.gov](http://www.paidleave.wa.gov) for all information pertaining to this leave.
- 26 ● The District will contribute the amount of the premium it is required to contribute by law and  
27 employees will contribute the remainder of the premium through payroll withholdings.  
28

29 **Section 12.6. Retirement.**

30 In determining whether an employee subject to this Agreement is eligible for participation in the  
31 Washington State Public Employees Retirement System (PERS) or the Washington State School  
32 Employees Retirement System (SERS), the District shall report all hours worked, whether straight  
33 time, overtime, or otherwise.  
34

35 **Section 12.7. VEBA.**

36 The District will make available a VEBA plan for sick leave conversion and/or monthly contributions.  
37 VEBA details are voted on by the PSE membership on an annual basis and the results of the details voted on  
38 will be reported by the chapter president to the district by October 31 each year.  
39  
40  
41

42 **ARTICLE XIII**

43 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

44  
45  
46 **Section 13.1. Membership.**

47 The parties recognize that each employee has the right to become a member of the Association and the  
48 District will not discriminate, restrain, retaliate, coerce, or interfere against any employee in that



1 process. Each employee subject to this Agreement, who, on the effective date of this Agreement, is a  
2 member of the Association in good standing shall maintain membership in the Association in good  
3 standing unless membership is revoked through contact from the State PSE Organization in writing.  
4

5 **Section 13.2. New Hire Notification.**

6 The District will provide the PSE Chapter President, Membership Officer and PSE Membership  
7 Department ([membership@pseofwa.org](mailto:membership@pseofwa.org)) electronic notification of the name, address, phone number,  
8 classification, job title, work location, and work email address of all newly hired bargaining unit  
9 employees upon hire.  
10

11 **Section 13.3. Regular Dues Check Off.**

12 The employer shall deduct PSE state dues from the pay of any employee who authorized such  
13 deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds  
14 deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948.  
15 Transmissions will include payments and an electronic list of all represented employees with  
16 deduction amounts. Submissions are to include all employees covered by the Collective  
17 Bargaining Agreement. A dues remittance form needs to accompany the payment every month  
18 and include status changes.  
19

20 **Section 13.4. Dues Authorization.**

21 PSE will be the custodian of the records related to dues authorizations. PSE agrees that as the  
22 custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those  
23 records.  
24

25 The Employer agrees to accept dues authorizations as per RCW 41.80.100.  
26

27 **Section 13.4.1. Authorization and Revocations.**

28 An employee's written, electronic, or recorded voice authorization to have the employer deduct  
29 membership dues from the employee's salary must be made by the employee to Public School  
30 Employees of Washington/SEIU Local 1948 (PSE). If the employer receives a request for  
31 authorization of deductions, the employer shall as soon as practicable forward the request to  
32 PSE.  
33

34 Upon receiving notice of the employee's authorization from Public School Employees of  
35 Washington/SEIU Local 1948 (PSE) the employer shall deduct from the employee's salary  
36 membership dues and remit the amounts to PSE.

37 The employee's authorization remains in effect until expressly revoked by the employee in  
38 accordance with the terms and conditions of the authorization. An employee's request to revoke  
39 authorization for payroll deductions must be in writing and submitted by the employee to  
40 Public School Employees of Washington/SEIU Local 1948 (PSE) in accordance with the terms  
41 and conditions of the authorization. Revocations will not be accepted by the employer if the  
42 authorization is not obtained by the employee to PSE. After the employer receives confirmation  
43 that the employee has revoked authorization for deductions, the employer shall end the  
44 deduction effective on the first payroll after receipt of the confirmation, unless payroll has  
45 already been processed, then it will be deducted the following payroll. The employer shall rely  
46 on information provided by the exclusive bargaining representative regarding the authorization  
47 and revocation of deductions.



1 **Section 13.5. Bargaining Unit List.**

2 The Employer will provide PSE a bargaining unit list up to three (3) times per year upon request  
3 transmitted electronically to [membership@pseofwa.org](mailto:membership@pseofwa.org), and chapter President and Membership  
4 Officer (or whomever is responsible for membership). Included will be the name, address, personal  
5 phone number, classification, job title, work location, and work and personal email address, the status  
6 of any employee who has resigned, retired, taken leave of absence or has other changes of job status;  
7 hourly rate of pay; hours worked; FTE, SEBB eligibility, and gross pay; union dues paid of all  
8 bargaining unit employees.

9  
10 **Section 13.6. Voluntary Political Action Contribution (COPE).**

11 The District will upon receipt of an authorization form that conforms to legal requirements, deduct  
12 from the pay of such bargaining unit employee the amount of contributions the employee voluntarily  
13 chooses for deduction for political purposes and will transmit the same to the Union on a check  
14 separate from the Union dues transmittal check. The employee may revoke the request at any time. At  
15 least annually, the employee shall be notified about the right to revoke the request by Public School  
16 Employees of Washington/SEIU Local 1948.

17  
18 **Section 13.7. Access to New Employees of the Bargaining Unit.**

19 The District will provide PSE reasonable access to new employees of the bargaining unit for the  
20 purposes of presenting information about PSE to the new employee. “Reasonable access” for the  
21 purposes of this section means the access to the new employee occurs within one week of the  
22 employee’s start date within the bargaining unit; the access is for no less than (30) minutes; and the  
23 access occurs during the new employee’s regular work hours at the employee’s regular worksite or at a  
24 location mutually agreed to by the District and PSE.

25  
26 **Section 13.8. New Employee Orientation.**

27 If orientation is provided to new hires subject to this agreement the Association shall be allowed to attend,  
28 meet with new hires, and provide such employee with a copy of this Agreement and the Dues  
29 Authorization form.

30  
31 In cases where New Employee Orientations do not take place the Employer will provide release time for a  
32 PSE member or leader to visit the worksite of new hires to provide a paid onsite orientation. The amount  
33 of release time will be based on the number of employees to be contacted.

34  
35 **Section 13.9. Local Dues.**

36 The District agrees to deduct local membership dues from all dues paying members on a monthly basis  
37 and remit to the local Association. The Association will inform the district the amount of local dues to  
38 be collected.

39  
40 **Section 13.10. Hold Harmless.**

41 The Association agrees to defend, indemnify, and hold the District harmless against any and all claims,  
42 suits, orders, or judgments brought or issued against the District as a result of any action taken or not  
43 taken by the District in accordance with the provisions of this article.  
44  
45  
46  
47  
48



**ARTICLE XIV**  
**GRIEVANCE PROCEDURE**

**Section 14.1.**

Grievances arising between the District and its employees within the bargaining unit defined in Article I herein shall be resolved in strict compliance with this Article. A grievance is an alleged violation of a specific term or terms of this Agreement. If the grievant fails to meet specified timelines described below, the grievance shall be invalid and subject to no further processing.

**Section 14.1.1. Communications and Problem Solving.**

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

**Section 14.1.2.**

Discussions and negotiations in the handling of grievances, formally or informally, shall take place whenever feasible during the District's business hours.

**Section 14.2. Grievance Steps.**

**Section 14.2.1. STEP 1 – Discussion.**

Employees shall first discuss the grievance with their immediate supervisor and must make the supervisor aware that this meeting is Step 1 of the grievance process. If employees so wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) calendar days of the occurrence of the grievance shall be invalid and subject to no further processing. The supervisor shall respond to the Step 1 discussion in writing within five (5) business days.

**Section 14.2.2. STEP 2 – Written.**

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

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

The employee/union shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. The written statement of grievance must be submitted within five (5) business days of receipt of the supervisor's written response of Step 1. The District will have ten (10) business days from receipt of the written statement of the grievance to respond to the grievance in writing. If an agreeable disposition is made, all parties to the grievance shall sign it, and the grievance will be at end.

1 **Section 14.2.3. STEP 3 – Superintendent.**

2 If no settlement has been reached within the ten (10) business days referred to in the preceding  
3 subsection, and the Association believes the grievance to be valid, a written statement of  
4 grievance shall be submitted within fifteen (15) business days to the District Superintendent or  
5 the Superintendent’s designee. After such submission, the parties will have ten (10) business  
6 days from submission of Step 3 grievance to resolve it by indicating on the statement of  
7 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall  
8 sign it and the grievance shall be at end.

9  
10 **Section 14.2.4. STEP 4 – Board of Directors.**

11 If no settlement has been reached within the ten (10) business days referred to in the preceding  
12 subsection, and the Association believes the grievance to be valid, a written statement of  
13 grievance shall be submitted within fifteen (15) business days to the District Board of  
14 Directors. After such submission, the parties will have thirty (30) business days from  
15 submission of the written statement of grievance to resolve it by indicating on the statement of  
16 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall  
17 sign it. The Board of Directors reserves the right to summon the employee for an oral statement  
18 of the grievance. The employee reserves the right to appear before the Board of Directors to  
19 explain the grievance. At any appearance before the Board of Directors, the employee may be  
20 accompanied by an Association representative or designee.

21  
22 **Section 14.2.5. STEP 5 - Arbitration.**

23 If no settlement has been reached within the thirty (30) days referred to in the preceding  
24 subsection, or if the employee is not satisfied with the decision of the Superintendent or  
25 Superintendent’s designee, and the Association believes the grievance to be valid, the employee  
26 may request that the Association advance the grievance to arbitration.

27  
28 The parties shall apply to the Public Employment Relations Commission for the state of  
29 Washington for the assignment of an arbitrator to hear the grievance. The arbitrator shall hold  
30 such hearing under oath as may be required. The decision of the arbitrator shall be final and  
31 binding upon the parties All costs of arbitration will be shared equally with each other.

32  
33 The arbitrator will have no power or authority to rule on any issue not specifically before him  
34 or her. The association cannot present any issue to the arbitrator that has not been specifically  
35 included within the grievance as presented to the Board of Directors at Step 4. The arbitrator  
36 will not have any authority to decide any subject not specifically set forth in the terms of this  
37 Agreement.

38  
39 **Section 14.3. Timelines.**

40 The timelines above may be extended upon written mutual agreement of the parties.

41  
42 **Section 14.4. No Discrimination.**

43 The employer shall not discriminate against any individual employee or the Association for taking  
44 action under this Article.  
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**ARTICLE XV**

**SALARIES AND EMPLOYEE COMPENSATION**

**Section 15.1.**

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

**Section 15.2.**

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

**Section 15.2.1.**

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVII, Section 17.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

**Section 15.2.2.**

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement if possible, and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XVI, Section 16.3, 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 15.2.3.**

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

**Section 15.2.4.**

Longevity steps are awarded at the completion of 10, 15, 20, 25, 30, and 35 years. Longevity is cumulative.

**Section 15.3.**

For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (1/4) hour.

**Section 15.4.**

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

**Section 15.5.**

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures. Drivers on extra trips during meal periods shall be reimbursed for meal expenses.

1 **Section 15.6. Compensation for Training Expense.**

2 Employees shall be compensated at their regular hourly wage for time spent at any training classes  
3 directed or required by the District as a condition of employment held at the District.

4  
5 Employees will be compensated at their regular hourly rate of pay for time spent for required travel as  
6 well as in training for any District approved training held outside of the district. Employees will  
7 carpool and use a district vehicle unless none are available. Under those circumstances or other  
8 Superintendent/Designee discretion, if an employee's own vehicle is utilized, they will be reimbursed  
9 transportation expense according to District policy. The District will pay the cost of registration for  
10 District approved workshops attended by employees.

11  
12 **Section 15.7.**

13 The District will pay for any physical exam required as a condition of continued employment. The site  
14 and physician will be decided by the District. If the employee opts for a different site and/or physician,  
15 the difference in cost will be the responsibility of the employee.

16  
17 **Section 15.7.1.**

18 The District shall reimburse regular drivers for certain expenses incurred as a requirement for  
19 continued employment subject to the following provisions and limitations:

- 20  
21 A. Expenses shall be limited to those that are directly associated with the driver:  
22 1. Acquiring endorsements.  
23 2. Acquiring/renewing Commercial Driver's License provided that recertification  
24 required as a result of accident or driving record shall not qualify for  
25 reimbursement.  
26 B. Expenses associated with failed test shall not be reimbursed.  
27 C. Expenses shall be reimbursed provided that the driver continues to be an employee for  
28 ninety (90) workdays following completion of the requirements.  
29 D. Receipts must be presented.  
30

31 **Section 15.8. Paraeducators Special Duty Compensation.**

32 Paraeducators required to perform special duty functions will receive compensation of an additional  
33 one dollar fifty cents (\$1.50) per hour. Special duty functions may include catheterization, personal  
34 hygiene functions, toileting, specialized medical procedures, supervising a student who has a history of  
35 sexual, aggressive physical, or other behavior that may put the employee in danger of physical harm,  
36 and other areas as identified by the Special Education Department that exceed general Paraeducator  
37 job requirements.

38  
39 A Paraeducator who works seventy-five percent (75%) of their shift in this capacity will receive the  
40 additional compensation for their full shift. Paraeducators who work a minimum of fifteen (15)  
41 minutes but less than seventy-five (75%) of their shift will receive additional compensation for actual  
42 time worked in this capacity at a rate of an additional one dollar fifty cents (\$1.50) for time from  
43 fifteen (15) minutes to one (1) hour spent in covering this position.

44  
45 The District will provide training annually for Paraeducators who have special duty responsibilities in  
46 their shift. Employees will be formally notified which students qualify as requiring special duty at the  
47 beginning of the school year, or whenever a student enrolls in the district.  
48

1 **Section 15.9. Maintenance and Custodial.**

2  
3 **Section 15.9.1. Shift Differential.**

4 Time worked after 5 PM by a Head Custodian, Custodian or Assistant Custodian will be paid a  
5 shift differential of fifty cents (\$0.50) per hour for time worked past 5 PM.  
6

7 **Section 15.9.2. Call Back.**

8 Maintenance and custodial employees who are called back to the district after their regularly  
9 scheduled shift, shall receive a minimum of two (2) hours paid time plus twenty-five dollars  
10 (\$25.00) for travel expense or the IRS mileage rate round trip, whichever is greater.  
11

12 **Section 15.9.3. Special Projects.**

13 Special projects that require more than a couple of days work, major construction, and  
14 specialized skills will be paid at five dollars (\$5.00) per hour in addition to the employee’s  
15 regular rate of pay. In addition to projects that occur during the summer, special projects may  
16 include time during the school year.  
17

18 The District Superintendent will determine what qualifies as special projects.  
19  
20  
21

22 **ARTICLE XVI**

23 **TRANSFER OF EXPERIENCE**

24  
25  
26 **Section 16.1.**

27 When an employee leaves a school district within the State and commences employment with this  
28 district, the employee shall retain the same leave benefits, longevity, and other benefits that the  
29 employee had in the previous district provided separation from that district occurred within the past  
30 five years. Sick leave will be exempt from five-year rule.  
31

32 **Section 16.2.**

33 If this district has a different system for computing leave benefits and other benefits, then the employee  
34 shall be granted the same leave benefits and other benefits as an employee in the district who has  
35 similar occupational status and total years of service.  
36

37 **Section 16.3.**

38 New employees hired with no school district experience may be given credit for job experience up to  
39 Step 3 on Schedule.  
40  
41

42 **ARTICLE XVII**

43 **TERM AND SEPARABILITY OF PROVISIONS**

44  
45  
46 **Section 17.1.**

47 The term of this Agreement shall be September 1, 2022 to August 31, 2025.  
48



1 **Section 17.2.**

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 and elsewhere in this  
4 Agreement.

5  
6 **Section 17.3.**

7 This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties  
8 in writing; provided, however that this Agreement shall be reopened as necessary to consider the impact of  
9 any legislation enacted which occurs following execution of this Agreement. Either party may demand the  
10 contract be reopened when legislation enacted affects the terms and conditions herein or create authority to  
11 alter personnel practices in public employment. Each year of the agreement, on September 1, all classification  
12 and steps in Schedule A will be adjusted minimally by the inflationary factor budgeted by the legislature  
13 annually. In the event the District negotiates a wage or benefit increase with any other bargaining unit for the  
14 duration of this contract, which exceeds the increases in this agreement, the District agrees to immediately  
15 reopen negotiations on wages and benefits.

16  
17 **Section 17.4.**

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

20  
21 **Section 17.5.**

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


24  
25 **Section 17.6.**

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

28  
29  
30  
31  
32  
33 **SIGNATURE PAGE**

34  
35  
36  
37  
38 PUBLIC SCHOOL EMPLOYEES OF  
39 WASHINGTON/SEIU LOCAL 1948

40  
41 KETTLE FALLS CHAPTER

42  
43  
44 BY:   
45 Jeff Graves, Chapter President

46  
47 DATE: 1/26/23

48  
KETTLE FALLS SCHOOL DISTRICT #212

BY:   
Michael Olsen, Superintendent

DATE: 1/26/23



## **ADDENDUM**

### **Paraeducator Requirements**

Washington State Law has required that all paraeducators defined as classified school employees who work under the supervisor of certificated or licensed staff member to support and assist in providing instructional and other services to students and their families must meet the following minimum requirements:

1. Be at least eighteen (18) year of age and hold a high school diploma or its equivalent; and
2. (a) Have received a passing grade on the education testing service paraeducator assessment (ETS);  
or  
(b) Hold an associate of arts degree; or  
(c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an institution or higher educator; or  
(d) Have completed a registered apprenticeship program.

In addition, Paraeducators are required to complete the Professional Educator Standards Board (PESB) Fundamental Course of Study (FSC). The District must provide twenty-eight (28) hours of paid training in the first year of employment and cover associated costs on the state standards of practice for all newly hired paraeducators provided they have not already met those qualifications. The District will provide access to computers and other technology needed to be successful in obtaining the required training as funded by the state. The district is to determine which courses are required for their district and what will be provided in person versus electronically.

Once 28 FSC hours have been earned, paraeducators are then eligible to earn a General Certificate by completing an additional 70 hours of courses on the standards of practice.

All completed coursework must be purchased by the employee as clock hours and recorded through the ESD.

Paraeducators can also complete the Subject Matter Certificates (SMC). The SMC consists of the English Language Learner (ELL) Subject Matter and the Special Education Subject Matter Certificates. Both certificates require 20 hours of professional development in their specific subject area and the certificates will expire after five (5) years. Course hours for the SMC will count towards the General Certificate.

Paraeducators who choose to obtain the Advanced Paraeducator Certificate will complete another 75 hours of professional development related to the following duties: assisting in highly impacted classroom, assisting in specialized instructional support and instructional technology applications, mentoring and coaching other paraeducators and acting as a short-term emergency substitute teacher.

Paraeducators will receive a one dollar (\$1.00) per hour stipend upon reaching the Advanced Paraeducator Certificate.

**KETTLE FALLS SCHEDULE A  
CLASSIFIED SALARY SCHEDULE**

September 1, 2022 – August 31, 2023

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6-7</u>	<u>Year 8-10</u>	<u>11-15</u> <u>years</u>	<u>16-20</u> <u>years</u>	<u>21-25</u> <u>years</u>	<u>26-30</u> <u>years</u>	<u>31-35</u> <u>years</u>	<u>36+</u> <u>years</u>
<b><u>Custodial / Maintenance</u></b>								0.30	0.35	0.40	0.45	0.55	0.65
Head Custodian/Maintenance	21.00	21.63	22.28	22.95	23.64	24.34	25.08	25.38	25.73	26.13	26.58	27.13	27.78
Custodian	17.51	18.03	18.57	19.13	19.71	20.30	20.91	21.21	21.56	21.96	22.41	22.96	23.61
Assistant Custodian	15.01	15.46	15.93	16.40	16.90	17.40	17.92	18.22	18.57	18.97	19.42	19.97	20.62
Special Projects/Construction	\$5.00 over hourly rate of pay												

**Paraeducator**

Educational Assistant	16.00	16.48	16.97	17.48	18.01	18.55	19.10	19.40	19.75	20.15	20.60	21.15	21.80
Special Duty Paraeducator (+\$1.50)	17.50	17.98	18.47	18.98	19.51	20.05	20.60	20.90	21.25	21.65	22.10	22.65	23.30
Library Assistant	16.00	16.48	16.97	17.48	18.01	18.55	19.10	19.40	19.75	20.15	20.60	21.15	21.80

**Secretary**

Secretary	17.86	18.40	18.95	19.52	20.11	20.71	21.33	21.63	21.98	22.38	22.83	23.38	24.03
Career Center Specialist	17.79	18.32	18.87	19.44	20.02	20.62	21.24	21.54	21.89	22.29	22.74	23.29	23.94

**Transportation**

Bus Driver	20.56	21.18	21.82	22.47	23.15	23.84	24.55	24.85	25.20	25.60	26.05	26.60	27.25
Driver (non-bus)	18.06	18.60	19.16	19.73	20.32	20.93	21.56	21.86	22.21	22.61	23.06	23.61	24.26
Driver Trainer	21.80	22.46	23.13	23.82	24.54	25.27	26.03	26.33	26.68	27.08	27.53	28.08	28.73
Trip Rate While Driving	19.14												
Standby Time	19.14												
Mechanic	24.56	25.29	26.05	26.83	27.64	28.47	29.32	29.62	29.97	30.37	30.82	31.37	32.02
Assistant Mechanic	21.07	21.70	22.35	23.02	23.71	24.43	25.16	25.46	25.81	26.21	26.66	27.21	27.86
Coordinator	21.07	21.70	22.35	23.02	23.71	24.43	25.16	25.46	25.81	26.21	26.66	27.21	27.86

**Nutrition Service**

Cook	16.00	16.48	16.97	17.48	18.01	18.55	19.10	19.40	19.75	20.15	20.60	21.15	21.80
------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------

**Specialist**

SLPA	30.81	31.73	32.68	33.67	34.68	35.72	36.79	37.09	37.44	37.84	38.29	38.84	39.49
Nurse	38.76	39.92	41.12	42.36	43.63	44.93	46.28	46.58	46.93	47.33	47.78	48.33	48.98

**Early Childhood Program**

Lead Teacher (with BA in ECD)	23.30	24.00	24.72	25.46	26.22	27.01	27.82	28.12	28.47	28.87	29.32	29.87	30.52
Lead Teacher (with AA or working on AA with 30 credits in ECD)	20.00	20.60	21.22	21.85	22.51	23.19	23.88	24.18	24.53	24.93	25.38	25.93	26.58
Assistant Teacher/Floater (Same as Special Duty Para)	17.00	17.43	17.86	18.31	18.76	19.23	19.71	20.21	20.71	21.23	21.76	22.31	22.86
Summer Child Care (Same as Educational Assistant)	16.00	16.48	16.97	17.48	18.01	18.55	19.10	19.40	19.75	20.15	20.60	21.15	21.80



**LETTER OF AGREEMENT**

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, KETTLE FALLS CHAPTER AND THE KETTLE FALLS SCHOOL DISTRICT #212 PURSUANT TO ARTICLE XXIV, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

- 1. To add a new Daycare Lead Teacher position.
- 2. Schedule A 2024-2025 which includes the 3.7% IPD is attached.

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

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948

KETTLE FALLS CHAPTER

KETTLE FALLS SCHOOL DISTRICT #212

BY: [Signature]  
Jeff Graves, Chapter President

BY: [Signature]  
Michael Olsen, Superintendent

DATE: 6/20/24

DATE: 6/20/24



Schedule A  
Kettle Falls PSE  
September 1, 2024 – August 31, 2025

Classification / Position	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-7	Year 8-10	11-15 years	16-20 years	21-25 years	26-30 years	31-35 years	36+ years
<b>Custodial / Maintenance</b>													
Head Custodian/Maintenance	22.58	23.26	23.96	24.68	25.42	26.17	26.97	27.29	27.67	28.10	28.58	29.17	29.87
Custodian	18.83	19.39	19.97	20.57	21.20	21.83	22.49	22.81	23.18	23.62	24.10	24.69	25.34
Assistant Custodian	16.14	16.63	17.13	17.64	18.17	18.71	19.27	19.59	19.97	20.40	20.88	21.48	22.17
Special Projects/Construction	\$5.00 over currently hourly wage												
<b>Paraeducator</b>													
Educational Assistant*	17.21	17.72	18.25	18.80	19.37	19.95	20.54	20.79	21.14	21.54	21.99	22.54	23.19
Special Duty Paraeducator	18.82	19.34	19.86	20.41	20.98	21.56	22.15	22.40	22.75	23.15	23.60	24.15	24.80
Library Assistant	17.21	17.72	18.25	18.80	19.37	19.95	20.54	20.79	21.14	21.54	21.99	22.54	23.19
<b>Secretary</b>													
Secretary	19.21	19.79	20.38	20.99	21.63	22.27	22.94	23.26	23.64	24.07	24.55	25.14	25.84
Career Center Specialist	19.13	19.70	20.29	20.91	21.53	22.17	22.84	23.16	23.54	23.97	24.45	25.05	25.74
<b>Transportation</b>													
Bus Driver	22.11	22.78	23.46	24.16	24.89	25.64	26.40	26.72	27.10	27.53	28.01	28.60	29.30
Driver (non-bus)	19.42	20.00	20.60	21.22	21.85	22.51	23.18	23.51	23.88	24.31	24.80	25.39	26.09
Driver Trainer	23.44	24.15	24.87	25.62	26.39	27.17	27.99	28.31	28.69	29.12	29.60	30.20	30.90
Trip Rate	20.58												
Mechanic	26.41	27.20	28.01	28.85	29.72	30.62	31.53	31.85	32.23	32.66	33.14	33.73	34.43
Assistant Mechanic	22.66	23.34	24.03	24.75	25.50	26.27	27.06	27.38	27.76	28.19	28.67	29.26	29.96
Coordinator	22.66	23.34	24.03	24.75	25.50	26.27	27.06	27.38	27.76	28.19	28.67	29.26	29.96
<b>Nutrition Service</b>													
Cook*	17.21	17.72	18.25	18.80	19.37	19.95	20.54	20.86	21.24	21.67	22.15	22.74	23.44
<b>Specialist</b>													
SLPA	33.13	34.12	35.14	36.21	37.29	38.41	39.56	39.89	40.26	40.69	41.18	41.77	42.47
Nurse	41.68	42.93	44.22	45.55	46.92	48.32	49.77	50.09	50.47	50.90	51.38	51.97	52.67
<b>Early Childhood Program</b>													
Lead Teacher (with BA in ECD)	25.06	25.81	26.58	27.38	28.20	29.05	29.92	30.24	30.62	31.05	31.53	32.12	32.82
Lead Teacher (with AA or working on AA with 30 credits in ECD)	21.51	22.15	22.82	23.50	27.43	24.94	25.68	26.00	26.38	26.81	27.29	27.88	28.58
Daycare Lead Teacher	19.89	20.45	21.02	21.60	23.80	22.81	23.44	23.87	24.33	24.82	25.35	25.94	26.58
Assistant Teacher/Floater (Same as Special Duty Para)	18.28	18.74	19.21	19.69	20.17	20.68	21.20	21.73	22.27	22.83	23.40	23.99	24.58
Summer Child Care (Same as Educational Assistant)	17.21	17.72	18.25	18.80	19.37	19.95	20.54	20.86	21.24	21.67	22.15	22.74	23.44





Schedule A Kettle Falls PSE  
September 1, 2024 – August 31, 2025

<u>Classification / Position</u>	<u>Year 1</u>	Year 2	Year 3	Year 4	Year 5	Year 6-7	Year 8-10	11-15 years	16-20 years	21-25 years	26-30 years	31-35 years	36+ years
<b>Custodial / Maintenance</b>													
Head Custodian/Maintenance	22.58	23.26	23.96	24.68	25.42	26.17	26.97	27.29	27.67	28.10	28.58	29.17	29.87
Custodian	18.83	19.39	19.97	20.57	21.20	21.83	22.49	22.81	23.18	23.62	24.10	24.69	25.34
Assistant Custodian	16.14	16.63	17.13	17.64	18.17	18.71	19.27	19.59	19.97	20.40	20.88	21.48	22.17
Special Projects/Construction \$5.00 over currently hourly wage													
<b>Paraeducator</b>													
Educational Assistant*	17.21	17.72	18.25	18.80	19.37	19.95	20.54	20.79	21.14	21.54	21.99	22.54	23.19
Special Duty Paraeducator	18.71	19.22	19.75	20.30	20.87	21.45	22.04	22.29	22.64	23.04	23.49	24.04	24.69
Library Assistant	17.21	17.72	18.25	18.80	19.37	19.95	20.54	20.79	21.14	21.54	21.99	22.54	23.19
<b>Secretary</b>													
Secretary	19.21	19.79	20.38	20.99	21.63	22.27	22.94	23.26	23.64	24.07	24.55	25.14	25.84
Career Center Specialist	19.13	19.70	20.29	20.91	21.53	22.17	22.84	23.16	23.54	23.97	24.45	25.05	25.74
<b>Transportation</b>													
Bus Driver	22.11	22.78	23.46	24.16	24.89	25.64	26.40	26.72	27.10	27.53	28.01	28.60	29.30
Driver (non-bus)	19.42	20.00	20.60	21.22	21.85	22.51	23.18	23.51	23.88	24.31	24.80	25.39	26.09
Driver Trainer	23.44	24.15	24.87	25.62	26.39	27.17	27.99	28.31	28.69	29.12	29.60	30.20	30.90
Trip Rate	20.58												
Mechanic	26.41	27.20	28.01	28.85	29.72	30.62	31.53	31.85	32.23	32.66	33.14	33.73	34.43
Assistant Mechanic	22.66	23.34	24.03	24.75	25.50	26.27	27.06	27.38	27.76	28.19	28.67	29.26	29.96
Coordinator	22.66	23.34	24.03	24.75	25.50	26.27	27.06	27.38	27.76	28.19	28.67	29.26	29.96
<b>Nutrition Service</b>													
Cook*	17.21	17.72	18.25	18.80	19.37	19.95	20.54	20.86	21.24	21.67	22.15	22.74	23.44
<b>Specialist</b>													
SLPA	33.13	34.12	35.14	36.21	37.29	38.41	39.56	39.89	40.26	40.69	41.18	41.77	42.47
Nurse	41.68	42.93	44.22	45.55	46.92	48.32	49.77	50.09	50.47	50.90	51.38	51.97	52.67
<b>Early Childhood Program</b>													
Lead Teacher (with BA in ECD)	25.06	25.81	26.58	27.38	28.20	29.05	29.92	30.24	30.62	31.05	31.53	32.12	32.82
Lead Teacher (with AA or working on AA with 30 credits in ECD)	21.51	22.15	22.82	23.50	27.43	24.94	25.68	26.00	26.38	26.81	27.29	27.88	28.58
Daycare Lead Teacher	19.89	20.45	21.02	21.60	23.80	22.81	23.44	23.87	24.33	24.82	25.35	25.94	26.58
Assistant Teacher/Floater (Same as Special Duty Para)	18.28	18.74	19.21	19.69	20.17	20.68	21.20	21.73	22.27	22.83	23.40	23.99	24.58
Summer Child Care (Same as Educational Assistant)	17.21	17.72	18.25	18.80	19.37	19.95	20.54	20.86	21.24	21.67	22.15	22.74	23.44