

COLLECTIVE BARGAINING AGREEMENT BETWEEN

KIONA-BENTON SCHOOL DISTRICT #52

AND

PUBLIC SCHOOL EMPLOYEES OF KIONA-BENTON

SEPTEMBER 1, 2024 – AUGUST 31, 2027



Public School Employees of Washington / SEIU Local 1948

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1 **7. New Positions:** Any new position newly created within the bargaining unit; all new positions
2 will be posted.

3
4 **8. Permanent Employment:**

5
6 A. Regular full-time:

7 Is an employee who is employed for the full twelve (12) month calendar year, from year
8 to year.

9
10 B. Regular part time:

11 Is an employee who is employed for less than (twelve) 12-months from year to year.

12
13 **9. Substitute Employee:** Is one who is employed sporadically to fill a position of a full time,
14 regular, or temporary classified employee who is temporarily absent from duty for less than
15 sixty (60) consecutive working days. Substitute employees will be compensated ninety (90%)
16 percent of probationary rate on Schedule A and will not receive benefits.

17
18 A. Probationary Period:

19 Up to thirty (30) days worked as a substitute employee shall count toward the
20 completion of the probationary period if the substitute is hired as a regular employee in
21 the same position or one which is substantially similar.

22
23 B. Represented Substitute Employees:

24 Substitute employees doing bargaining unit work more than one-sixth (30 cumulative
25 days = 1/6th of the school year) of the normal academic year in any twelve (12) month
26 period and continue to be available for work. Substitute Employees will be eligible to
27 participate in the Washington State Public Employees Retirement System to the extent
28 required by state law and will receive fifty (\$0.50) cents an hour over the non-
29 bargaining unit substitute rates Article IX Section 9.1, and no other contractual
30 provisions or benefits. After ninety (90) days of subbing, Substitute bus drivers will
31 receive the initial negotiated rate of pay for regular drivers.

32
33 **10. Temporary Employees:** Employees employed for a specified period of time, not less than
34 thirty (30) workdays. A regular full-time or regular part time employee may be assigned to a
35 temporary position or apply to fill a temporary position, which is not expected to continue from
36 year to year or replace a permanent employee on authorized leave. However, no more than two
37 (2) such transfers may be accomplished with respect to any particular temporary opening. At
38 the end of the temporary assignment a Regular full-time or Regular part-time employee will not
39 go into layoff status unless a layoff would be indicated in the context of an employee's layoff
40 status.

41
42 A. Probationary Period: All days worked in a temporary capacity count towards the
43 completion of the probationary period if the individual is hired as a regular employee in
44 the same classification as their temporary employment. A permanent employee who has
45 a temporary assignment shall retain all employment rights.

46
47 **11. Probationary Employee:** A probationary employee is one who has not completed ninety (90)
48 working day probationary period; however, upon successful completion of the probationary

1 period the employee shall be credited with all rights and benefits under this Agreement
2 retroactive to hire date. Probationary employees may be summarily discharged.

3
4 **12. Additional Time:** Any additional time assigned lasting fifteen (15) minutes or more in a day
5 for twenty (20) consecutive school days must be offered to all classification members by
6 seniority. This time will become part of the employee’s contracted time and will be applied to
7 their holiday pay and leave accruals. As per SEBB rules, all hours worked will be counted for
8 insurance eligibility.

9
10 **13. Seasonal Grounds Employees:**

- 11
12 A. The position shall work the first Monday in March through November 15th or the last
13 business day before November 15th.
14 B. The position shall have all rights to the Collective Bargaining Agreement.
15 C. All leaves shall be earned on a pro-rated basis including vacation.
16 D. This position will not be required to be on call for subbing positions, although may
17 request to have their name added to the substitute list.
18
19
20

21 **ARTICLE II**

22 **RIGHTS OF THE EMPLOYER**

23
24 **Section 2.1. Management Authority.**

25 It is agreed that the customary and usual rights, powers, functions, and authority of management are
26 vested in management officials of the District. Included in these rights, by way of illustration and not
27 by way of limitation, in accordance with and subject to applicable laws, regulations, and the provisions
28 of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and
29 assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action
30 against employees; and the right to release employees from duties because of lack of work or for other
31 legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by
32 determining the methods, the means, and the personnel by which operations undertaken by the
33 employees in the unit are to be considered.
34

35
36 **Section 2.2. Management Rights.**

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

RIGHTS OF EMPLOYEES

Section 3.1. Right of Association.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual.

Section 3.2. Addressing Concerns.

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

Section 3.3. Representation.

Employees subject to the Agreement have the right to have Association representatives or other bargaining unit representatives present at discussions adversely affecting their employment between themselves and supervisors or other representatives of the District.

Section 3.4. Non-Discrimination.

The District and Association shall provide equal opportunity and treatment for all employees without discrimination based on race, religion, creed, national origin, age, honorably discharged veteran or military status, sex, sexual orientation, gender expression or identity, marital status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. This applies to all personnel actions including recruitment, hiring, training, transfer, promotion and demotion, layoff and recall, compensation and benefits, discipline, termination and all other conditions or privileges of employment.

Section 3.5. Evaluations.

Employees shall be evaluated on an annual basis by their immediate supervisor. Such evaluation will be conducted face to face and allow time for the employee to ask questions and for the Supervisor to discuss the evaluation comments and ratings. Teachers will not conduct evaluations or write evaluations. Evaluations will be conducted no later than June 1st of each school year. Evaluations shall be shared with each employee and turned into the District Office no later than June 1st of each year. Information/performance issues that may result in a negative evaluation not brought to the attention of the employee in a reasonable and timely manner shall not be included on the evaluation. Information that is brought to the attention of the employee and is corrected by the employee shall not be included on the evaluation, unless discipline was instituted as a result of the conduct. Evaluations shall be used as an opportunity for professional growth and development and shall never be used as a form of discipline, however, progressive discipline may be imposed as a result of continued, uncorrected, substandard job performance. Employees are allowed to write a rebuttal up to Seven (7) calendar days after the evaluation, such rebuttal will become attached to the evaluation and placed in the employee's file with the evaluation.

Employee's signature does not necessarily imply agreement. The employee's signature indicates the evaluation has been received. All evaluations will have this statement included on the evaluation.

1 **Section 3.6. Emergency Communications.**

2 On the basis of need as determined by the District, the District shall obtain two-way hand-held radios
3 or comparable portable communications devices for use by the employees on school grounds. These
4 radios will be in working order and shall be available. Should the District fail to provide
5 communication devices, employees required to use their own personal cell phones will be provided a
6 stipend of twenty-five dollars (\$25.00) per month.

7
8 **Section 3.7. Employee Safety.**

9 The District agrees to designate the administrator responsible for employee safety. Safety issues may
10 be addressed through the labor management committee. Employees are expected to bring safety
11 concerns to their immediate supervisor as soon as practicable. Additionally, employees may submit
12 their safety issues/concerns to their superior and/or designated safety administrator in writing. Health
13 and Safety protocols will be clearly communicated and provided in writing to all employees at each
14 site. Each worksite will have a Safety committee with representation invited from each bargaining unit.

15
16 **Section 3.8. Immunizations.**

17 All employees exposed to hazardous or infectious situations or materials shall be provided upon
18 request and approval, immunization, or other reasonable protection at District expense, e.g., hepatitis
19 shots, flu shots. The District may request proof of immunizations from its employees. Once
20 immunization records have been provided to the District, such records shall be maintained in the
21 employee's personnel file. No specific vaccine shall be required as a condition of employment unless
22 ordered by the Washington State Department of Health or other legal authority. Or other legal
23 authority. Employees without required vaccinations may only be excluded from the work site if so,
24 ordered by the Washington State Department of Health or other legal authority.

25
26 If an employee submits documentation authorizing a medical exemption from a required
27 immunization, they shall be provided the opportunity to work off-site should such work be available,
28 or if they choose not to work, shall be entitled to utilize any paid or unpaid leave options available.

29
30 **Section 3.9. Kitchen Facilities.**

31 A food service employee, selected by seniority, shall be on site whenever kitchen facilities are in use
32 by an outside agency.

33
34 **Section 3.10. Off Campus Student Instruction.**

35 Employees shall not be required to instruct students at their home. If instruction is to be provided at a
36 public location off District property, two (2) employees shall be assigned to work together at the
37 remote location.

38
39 **Section 3.11. Video Cameras, GPS, and Audio Recordings.**

40 Video cameras, GPS systems, and audio recordings are a tool to provide security for student, staff, and
41 district property. With a supervisor present, the employee may request to review a recording to assist in
42 identifying a problem. The presence of security cameras will be disclosed to the Association upon
43 request.

44
45 Video, GPS, and audio recordings may be used like any other evidence in cases involving safety
46 concerns or allegations of employee misconduct or substandard performance. Video will not be
47 monitored by non-supervisory employees who do not have a job assignment that requires the viewing
48 of the video.



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Section 3.12.

In accordance with RCW 28A.210.330 (2) The District shall provide training for any employee providing care for any student with diabetes, and no employee shall be coerced into filing a written consent to serve as a “parent-designated adult” within the meaning of the statute.

Section 3.13.

The District shall comply with RCW 28A.210.275 Administration of Medications by employees not licensed under Chapter 18.79. RCW.

Section 3.14.

In accordance with RCW 28A.210.280, employees assigned the duty of providing clean, intermittent bladder catheterization as s specific part of their job description shall receive training in the activity. If the job posting and description of which the employee was hired under does not include providing catheterization services, they shall have the right of refusal by indicating in writing, which will not serve as grounds for discharge, nonrenewal or other action adversely affecting the employee’s contract status.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Associations Rights and Responsibilities.

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

Section 4.2. Employer Notifications.

The Employer will notify the Association of all hiring, layoffs, grievances, and terminations of employees subject to this Agreement.

Section 4.3. New Employees.

The District will notify the Association of all new hires including probationary employees and bargaining unit substitutes, within twenty-one (21) workdays of the hire date. The District will provide the Association with “reasonable” access to the employee during new employee orientation or at another mutually agreed upon time for the purpose of presenting information about PSE to the new employee.

“Reasonable access” for the purposes of this section means the access to the new employee occurs withing sixty (60) days of the employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and the access occurs during the new employee’s regular work hours at the employee’s regular worksite, or at a location mutually agreed to by the Employer and PSE. Such time shall be no less than thirty (30) minutes and paid by the employer.



1 The District shall not be present during this time. PSE shall have the right to distribute materials, such
2 as the PSE new hire packet.

3
4 **Section 4.4. Member Information.**

5 The Association Officers will have access to relevant information, in the exercise of their
6 representational duties, upon request at the District business offices during regular business hours in
7 accordance with State and Federal laws and regulations.

8
9 **1. Notification of New Hires:**

10 The District will provide the information digitally in the format that PSE requests within
11 twenty-one (21) days.

12
13 **2. Notification of Resignations, Retirement, and Terminations:**

14 The District shall notify the Association President of any members who either leave the District
15 or retire. Email notification shall be an acceptable form of notification.

16
17 **3. Personnel Updates:**

18 Personnel updates (Board reports) of new hires, terminations, etc. will be reported
19 electronically to the Chapter President, Chapter Membership Officer and to the PSE state
20 Membership Department at membership@pseofwa.org.

21
22 **4. Employee information:**

23 The District will provide the information digitally in the format that PSE requests within
24 twenty-one (21) days.

25
26 **5. Seniority Lists:**

27 Seniority lists for each job classification will be updated by the Human Resources Department
28 regularly throughout the calendar year on a shared electronic file. The Association Presidents,
29 Association Membership officers and the PSE Field Representative shall have access to view
30 the seniority lists and receive automatic e-mail notifications when the document is updated. The
31 district will distribute a printed copy to all bargaining unit members in September and January
32 of each year.

33
34 **6. Public Records Requests from a Third Party:**

35 The Employer Shall notify the association of any public records requests requesting the
36 following information of bargaining unit employees name, position, work location, home
37 address, e-mail address, hourly rate, hours contracted during the work year, and hire date.

38
39 **Section 4.5. Association Business.**

40 The Association reserves and retains the right to delegate any right or duty contained herein to
41 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 Kiona Benton
42 Chapter.

43
44 **1. Association Officials:**

45 The Association agrees to provide a current list of Association Officers and Trustees to the
46 Superintendent.

1 **2. Reasonable Access:**

2 The Association and its representative shall be permitted reasonable access to the District
3 buildings and its members for the purpose of conducting Association business, provided they
4 report to the office of the building administrator and provided that such access shall not
5 interfere with the District educational program and shall not interfere with the employees’
6 ability to perform their work assignments.

7
8 **3. Facilities Usage:**

9 The Association and its membership have the privilege of using school building facilities for
10 meetings, provided that such meetings shall not interfere with the normal school operations and
11 will not result in additional costs to the District. Building use shall be arranged through the
12 building principal.

13
14 **4. Member Communication:**

15 The Association may post notices of activities and matters of Association concern on a bulletin
16 board in each school building. Such notices shall contain the name of the authorizing
17 Association and/or official. The Association may have the right to use mail systems and/or the
18 mailboxes and e-mail in the school building for the distribution of bulletins, leaflets, and
19 pamphlets if such usage does not interfere with school District usage. However, intra-district
20 communication systems may not be utilized to support/oppose any candidate for elected office
21 or support/oppose any ballot initiative.

22
23 **5. Release time:**

24 Release time for members requested by the Public School Employees of Washington/SEIU
25 Local 1948 may be granted to an employee elected to a State PSE Office. All costs associated
26 with the employee’s absence will be reimbursed by PSE of Washington. Request for release
27 time will be handled through the Superintendent or their designee.

28
29 **Section 4.6. Release Time - Chapter Business.**

30 The President of the Association and his or her designated representatives will be provided time off
31 without loss of pay to attend meetings which the Superintendent judges to be in the best interest of the
32 District. However, the District reserves the right to reasonably limit the number of employees released
33 on paid status for meetings conducted during the workday.

34
35 **Section 4.7. Release Time – Member Representation.**

36 Time during working hours, whenever possible, and when mutually agreed upon, will be allowed
37 Association representatives for attendance at meetings with the District. Time, whenever possible, and
38 when mutually agreed upon, will also be allowed for representatives to discuss with the employees’
39 grievances and appropriate matters directly related to work situations in their area or craft. Association
40 representatives will guard against the use of excess time in the handling of such matters. This clause
41 will not be used to allow employees to attend union meetings without arranging for this time to be
42 made up.

43
44 **Section 4.8. Labor Management.**

45 The Labor/Management Committee is designed to allow the parties to meet at mutually scheduled
46 times to discuss appropriate matters that do not require negotiations. The purpose of this Committee is
47 to mutually discuss and resolve appropriate matters. The Committee shall consist of the Association



1 President and up to three (3) members chosen by the Association, and the Superintendent and up to
2 three (3) management representatives chosen by the District.

3
4 **Section 4.8.1.**

5 Association representatives, when leaving their work, shall first obtain permission from their
6 immediate supervisor. The employees will report their return to work to their supervisors.

7
8 **Section 4.8.2.**

9 If meetings are scheduled during employees' working hours, employees will be compensated at
10 regular hourly rate. If mandatory meetings are scheduled by the district outside the employee's
11 workday, the employee will be paid for such time.

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13
14
15 **ARTICLE V**

16
17 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

18
19 **Section 5.1. Negotiations.**

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

23
24 **Section 5.2. School Calendar.**

25 The Association will be involved in the setting of the school calendar and any changes thereto through
26 the Association President.

27
28 **Section 5.3. Labor Management.**

29 The District agrees to meet with a labor management committee at a mutually agreed time to discuss
30 issues of concern to both PSE and the District. The committee will meet on a scheduled basis
31 (monthly) and follow an agenda of items submitted by both parties the day prior to the scheduled
32 meeting. If no agenda is distributed to all parties, the meeting will be cancelled for that month. In
33 addition, it is recognized that the district and union may meet as needed to discuss issues of immediate
34 concern. Generally, this meeting will include the President of the Union or his/her designee as well as
35 other parties deemed necessary to conduct business.

36
37
38 **ARTICLE VI**

39
40
41 **HOURS OF WORK AND OVERTIME**

42
43 **Section 6.1. Workweek.**

- 44 • The workweek for full-time employees shall consist of five (5) consecutive days followed by two
45 (2) consecutive days of rest. Cooks and aides shall have definite assigned shift lengths not to
46 exceed eight (8) hours per day in a five (5) consecutive day week.

- 1 • Whenever a five (5) day workweek schedule is shifted to include a Saturday or Sunday, the
2 employee will receive pay for the Saturday and/or Sunday at the rate of one and one-half (1-1/2)
3 times the regular rate of pay.
- 4
- 5 • Employees may opt for an alternative workweek during summer vacation, and during winter and
6 spring breaks.
- 7
- 8 • Employees will submit their requests for alternative workweeks, as applicable, to the supervisor for
9 approval.
- 10
- 11 1. All requests shall be approved or denied, in writing, within five (5) business days of initial
12 submission. Alternative work schedule may include the following:
- 13
- 14 A. Remain on regular schedule.
- 15
- 16 B. Four (4) ten (10) hour workdays, staggered to cover a five (5) day workweek (OT
17 applicable after ten (10) hours per day/forty (40) per week). However, the ten (10)
18 hour workday overtime rule will not apply to transportation employees.
- 19
- 20 C. Early starting times to enable an early end to the individual shifts.
- 21
- 22 D. An extended workday for four (4) days per week to enable a half (1/2) day schedule
23 for each Friday.
- 24
- 25 • Custodial – when a day custodian is absent, the shift will be offered first to the most senior swing
26 shift employee in that building.
- 27

28 **Section 6.2. Overtime.**

29 Time in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall
30 constitute overtime and shall be paid for at the overtime rate of time and one-half (1/2).

- 31
- 32 1. Employees will not be eligible for overtime if other, less senior employees in the general
33 classification can perform the work without going into overtime.
- 34
- 35 2. All overtime shall be pre-approved by building/department supervisor or Superintendent in the
36 supervisor's absence.
- 37
- 38 3. Employees may opt for compensatory time in lieu of pay for overtime with the supervisor's
39 preapproval. All compensatory time must be used prior to employee use of vacation time and
40 must be used by August 31 of each year. Employees who are unable to use compensatory time
41 before the August payroll cutoff date (whichever comes first), shall be compensated according
42 to this section.
- 43

44 **Section 6.3. Transportation.**

45 Recognizing that personnel in the Transportation classification present special shift problems, the
46 parties agree that shifts shall be established in that classification in relation to routes and driving times
47 requisite to fulfilling tasks assigned by the Supervisor of Transportation.

1 Definitions:

- 2
- 3 1. Route: Is a regularly scheduled A.M. Midday or P.M. route.
- 4
- 5 2. Trips: Are extracurricular activities such as sporting events, field trips, etc.
- 6
- 7 A. Extra Trip: Is the term used for extracurricular trips that are scheduled in advance with
- 8 the Transportation Director.
- 9

10 **Section 6.3.1.**

- 11 1. Shifts shall be established for transportation personnel in relation to the routes and driving
- 12 time necessary to fulfill tasks assigned by the transportation supervisor.
- 13
- 14 2. All bus driver personnel shall receive in addition to actual hours of driving time, fifteen
- 15 (15) minutes per route (A.M. route, Midday route, P.M. route) for pre-trip & post-trip
- 16 duties. Drivers are required to conduct these pre and post trip activities.
- 17
- 18 3. In the event the driver is using the same bus again within fifteen (15) minutes, no more than
- 19 five (5) minutes will be paid.
- 20
- 21 4. Extracurricular trips: Drivers shall be allotted thirty (30) minutes to perform pre and post
- 22 trip duties for all out-of-district trips during the week and up to an additional one (1) hour
- 23 on non-school days.
- 24
- 25 5. Drivers shall be allotted sixty (60) minutes per week dedicated to deep cleaning – this
- 26 includes mopping, exterior and interior washing of the bus, sweeping.
- 27
- 28 6. Additional time beyond the driver's scheduled time must be preapproved by the
- 29 transportation supervisor
- 30
- 31 7. In the event a driver's time is inaccurate for ten (10) consecutive days, the driver or the
- 32 District shall ask for a review of the route time. The supervisor shall ride the route no less
- 33 than three (3) times as part of the review. At the conclusion of the review, the supervisor
- 34 shall provide a written decision to the driver on whether the route shall be increased,
- 35 decreased, or remain the same.
- 36
- 37 8. If there are fifteen (15) minutes or less between assignments, the regular hourly rate of pay
- 38 shall continue uninterrupted.
- 39
- 40 9. All transportation employees shall receive a minimum of three (3) hours of route and
- 41 related time per workday.
- 42
- 43 10. A driver may drive a maximum of eleven (11) hours after eight (8) consecutive hours off
- 44 duty. A driver may not drive beyond the 14th hour after coming on duty following ten (10)
- 45 consecutive hours off duty. Standby time and off-duty time will not be considered driving
- 46 time for the purpose of this section.
- 47

1 **Section 6.3.2.**

2 Drivers/attendants will be returned at the beginning of the school year substantially to the
3 routes they occupied at the conclusion of the previous school year. Bids shall be concluded by
4 September 14th each year. All route time (A.M., Mid-day, and P.M.), pre-trip, post trip and
5 cleaning time, shall be totaled at the conclusion of the “bid” and this time shall constitute a
6 package. Hours in the package shall be guaranteed the duration of the school year unless a
7 driver willingly and knowingly accepts a package with fewer hours. It is agreed by the parties
8 that drivers will be allowed to include more than a single mid-day run in their route package, as
9 long as the runs do not overlap or create the possibility that a driver will not be able to comply
10 with established pickup/drop off times. In order to compensate for concessions in the extra trip
11 bidding process as detailed herein, the employer agrees that any route package totaling at least
12 thirty-eight (38) hours will be rounded up to forty (40) hours unless subsequent route changes
13 make this infeasible. Drivers will not be allowed to bid upon a regular route package which
14 totals more than forty (40) hours.
15

16 **Section 6.3.3. Extra Trips.**

17 All trips other than regular daily scheduled bus route shall be called extra trips and shall be
18 compensated in compliance with Schedule A. [See section6.3, Definitions]
19

20 Rotation list is based on seniority. At the start of each school year, the rotation list is reset to
21 the most senior employee.
22

23 **Extra Trips List.**

24 A monthly trip selection meeting shall take place the last week of the month for the following
25 month’s extra trips. Scheduled sporting extra trips shall be bid by full season the month prior to
26 the seasons’ start. Transportation employees shall receive one (1) hour pay for participating in
27 this meeting. All extra trips scheduled will be picked by drivers, in seniority, on a continuing
28 rotation roster called the “Seniority Rotation List”. The day and time of this monthly extra trip
29 pick will be by mutual agreement of the drivers and the supervisor and shall be communicated
30 to all drivers via email and notice posting no less than three (3) business days.
31

32 Drivers must be present at the monthly trip pick meeting in order to be eligible to take trips.
33 Any absence must be pre-approved by the Director of Maintenance and Operations prior to the
34 meeting.
35

36 One (1) calendar week preceding the monthly extra trip picking day, the following month’s
37 extra trips or sport season extra trips shall be printed and posted on the office bulletin board in
38 the transportation department by 1:00 pm. If an email address is provided by the driver, the
39 following month’s calendar will also be sent to each bus driver via email by 1:00 pm. the same
40 day.
41

42 The extra trip information shall indicate the estimated total hours for the trip including drive
43 time and standby time.
44

45 At the start of the extra trip picking meeting, a current calendar for the following month’s extra
46 trips or sports season extra trips and the extra trip slips will be presented to the drivers. The
47 Camp Wooten trip shall be posted along with the spring sports roster. All extra trips received



1 by the transportation office, prior to the start of the extra trip picking meeting, shall be
2 included.

3
4 In rotation order, each driver will be allowed to select one extra trip per selection turn. All extra
5 trips sent to the transportation office after the monthly extra trip pick meeting date will be
6 posted no later than 1:00 pm the day they are received and will be bid by seniority.
7

8 **Section 6.3.3.1.**

9 Should a driver turn down an extra trip/extra work, that driver will then be placed back
10 in rotation and the next driver on the list will have the choice of the trip.
11

12 **Section 6.3.3.2.**

13 If a driver turns down an extra trip/extra work and all remaining drivers pass, the trip
14 shall be awarded to a sub driver.
15

16 **Section 6.3.3.3.**

17 Employees may pass on any trip but will not be eligible for another trip until after the
18 complete rotation of the roster or if a trip assigned to said driver after they pass is
19 cancelled. Cancelled trip awards shall be handled in accordance with Section 6.3.3.5.
20

21 **Section 6.3.3.4. Trip Rotation List.**

22 All drivers will be placed on the extra trip rotation list, except substitute employees.
23 When there are no contracted drivers available substitute employees will be allowed to
24 take trips.
25

26 **Section 6.3.3.5. Cancellation.**

27 Should a trip be cancelled, the driver who was assigned the canceled trip shall be
28 temporary placed at the top of the rotation list. When a trip comes in they will have the
29 first option to accept the trip to make up for the cancelled trip.
30

31 **Section 6.3.3.6.**

32 Once trips are assigned, drivers are expected to drive the trip. Drivers will make every
33 attempt to drive their AM and PM runs. For reasons other than personal illness or
34 emergency, drivers who are assigned/accept trips and/or extra work and create a “no
35 call-no show” situation, shall be subject to progressive discipline as per Article X and
36 may be restricted from bidding on future trips or extra work for the remainder of the
37 school year, of which would still be subject to Section XIII.
38

39 **Section 6.3.3.7.**

40 If all drivers turn down a trip it shall be awarded to a substitute driver. If no sub is
41 available, the District may assign the trip to a regular driver by reverse seniority
42 (beginning with most recently hired driver).
43

44 **Section 6.3.3.8.**

45 An employee who is scheduled to drive an extra trip or any regular route who reports to
46 work, shall be paid two (2) hours, at the appropriate rate if the trip or regular route is
47 cancelled, provided that the employee was not notified of the cancellation prior to
48 reporting to work for the extra trip or regular route.

1
2 **Section 6.3.3.9.**

3 The District shall notify the PSE Chapter Transportation Representative of all trips
4 being taken by alternative modes of transportation as defined in Section 6.4 of the
5 Collective Bargaining Agreement. This notification shall include the number of
6 students, miles, and transportation type (i.e., van, etc.).
7

8 **Section 6.3.4. Overnight Trips.**

9 Drivers on overnight trips shall be provided with their own hotel room. Drivers shall not be
10 required to share rooms.
11

12 **Section 6.3.5.**

13 Drivers will receive no less than one (1) hour driving time for all runs or extra trips taken. For
14 extra trips on a non-school day, drivers will receive a minimum of two (2) hours of pay.
15

16 **Section 6.3.6.**

17 Drivers who are required to drive an extra trip in lieu of their regular run (am, pm, or midday)
18 shall not receive less than their regular pay.
19

20 **Section 6.3.7.**

21 At the discretion of the transportation supervisor, /attendants shall be entitled to perform fill in
22 work as appropriate to the classification, in accordance with seniority rotation, and availability.
23 The rotation list will be implemented at the beginning of each school year. /attendants wishing
24 to perform fill-in work must sign the rotation list to be eligible. Driver/attendant must be
25 available to perform the fill-in work without disrupting their regular, awarded runs.
26

27 **Section 6.3.8. Incentive Program.**

28 **Bus Mechanic Incentive:**

29 In order to promote and reward excellence in the maintenance of the District's fleet of school
30 buses, the following incentive program for its bus mechanic will be in effect upon the
31 execution of this agreement.
32

33 If, at the conclusion of the District's fiscal year, the District has incurred less than fifteen
34 thousand dollars (\$15,000) costs for outside, professional, bus maintenance (mechanical)
35 services during the fiscal year which is concluding, the District's bus mechanic will receive a
36 bonus in the amount of five thousand dollars (\$5,000).
37

38 The foregoing incentive program is subject to unilateral termination by the District, upon
39 completion of stated time period, in the event that the District's Executive Director of Finance
40 determines that funding for the program is not available, or that the savings have not been
41 cost-effective.
42

43 **Section 6.3.9.**

44 Employees who are not contracted as a bus driver but hold a CDL will only be used in
45 emergency situations.
46

1 **Section 6.4. Outside Bargaining Unit Work.**

2 Transportation supervisor shall be only allowed to drive bus routes or extra activity trips in extreme
3 emergencies or by special arrangement with the drivers, and further, the District reserves the right to
4 use alternative methods of transportation when the number to be transported is eight (8) or fewer
5 students per team. In addition, should a bus attendant obtain necessary licensing to operate a school
6 bus, they will be permitted to bid on extra trips.

7
8 The District may also utilize alternative methods of transportation on no more than eight (8) non-
9 athletic activity trips per instructional year (excluding trips to Camp Wooten), or when no District
10 buses or drivers/substitute drivers are available, due to other transportation requirements.

11
12 The parties agree that management’s right to use alternative methods of transportation as defined in
13 this Section does not obligate the District to use or not use Kiona Benton drivers for trips defined in
14 this Section. Requests for alternative methods of transportation must be authorized by the Central
15 Office.

16
17 **Section 6.5. Call Back Pay.**

18 Employees who are called out for duty (extra or regular shift), shall receive a minimum two (2) hours
19 of pay at their regular rate, or overtime rate if their workweek exceeds forty (40) hours.

20
21 **Section 6.6. Working in a Higher Classification.**

22 Employees required, or requested, by the Superintendent or Superintendent's designee to work in a
23 higher paid position shall receive the rate of pay at the higher paid position beginning on the first day.

24
25 Any employee who is temporarily required to perform assigned duties of a lower classification will not
26 suffer a loss in wages or hours for the duration of the assignment.

27
28 Employees who volunteer or sign up to perform additional work shall be paid the rate of pay for that
29 position as shown on Schedule A.

30
31 **Section 6.7.**

32 If the performance of an employee is being interfered with by the training or supervision of other
33 employees, or non-employees, on a temporary or permanent basis, and the supervision interferes with
34 the work of the employee, the employee shall report said condition to his/her supervisor for
35 adjustment.

36
37 **Section 6.8. School Delay/Closure.**

38 In the event of an unusual school closure or delay due to inclement weather, plant non-operation, or the
39 like, the District will notify local radio stations by 6:15 am. If an employee leaves for work before 6:15
40 am, they can request to be put on a list. The employees on this list will be called before 6:15 am. In the
41 event the District fails to make the above notification, employees reporting to work shall receive a
42 minimum of two (2) hours pay at base rate. Employees who are unable to report to work due to
43 inclement weather will be provided an opportunity to make up the time missed within thirty (30)
44 workdays of the school delay or permitted to utilize appropriate leave options. Should school be closed
45 less than 12-month employees would make that time up on the make-up day.



1 **Section 6.9.**

2 If a less than 12-month employee’s workday is of less time than regularly scheduled due to early
3 release, inclement weather, environmental conditions, etc., the employee shall have one (1) of the
4 following four (4) options:

- 5
- 6 A. The supervisor and the employee will mutually schedule the unworked hours within thirty (30)
- 7 workdays of the school delay/closure.
- 8 B. The employee may request debiting any personal or vacation leave.
- 9 C. The employee may use emergency leave of which comes out of sick leave.
- 10 D. The employee may accept a deduction of pay for the unworked hours.

11
12 If the employee does not select one (1) of the above options by the next pay period, payroll will
13 assume Option “D”.

14
15 During a closure for inclement weather twelve (12) month employees shall have the ability to use any
16 available leave, should they feel unsafe driving to work.

17
18 If the District determines that the school year will be less than the contracted days of the employee, the
19 District will provide opportunities to keep the employee whole.

20
21 **Section 6.10.**

22 Each employee shall be provided breaks and lunch periods as follows:

- 23
- 24 4 - 5 hours one (1) fifteen (15) minute uninterrupted rest period.
- 25 5 - 7 hours one (1) fifteen (15) minute uninterrupted rest period, and one (1) thirty (30)
- 26 minute uninterrupted lunch.
- 27 8 hours two (2) fifteen (15) minute uninterrupted rest periods [one (1) in the AM and
- 28 one (1) in the PM] and one (1) thirty (30) minute uninterrupted lunch.

29
30 All breaks shall be as near the middle of the shift as possible.

31
32 The program supervisor/administrator will not modify the above without discussion and agreement
33 with the employee. If an employee's lunch period is interrupted by District imposed duties, additional
34 time will be allowed to make up for the interruption. If the lunch cannot be rescheduled due to
35 immediate District needs, the employee will be compensated for the lost time at the appropriate rate of
36 pay.

37
38 **Section 6.11.**

39 Paraeducators shall generally be returned to the schedule they occupied at the end of the previous
40 school year. In the event management determines the need to modify schedules; those modified
41 schedules shall be discussed with Association Leadership prior to implementations and made available
42 at least two (2) weeks prior to the school year for review by Paraeducators. All additional Paraeducator
43 time, that may become available, shall be offered to the most senior/available Paraeducator.

44
45 When modifying schedules, management shall make reasonable attempts to limit the outside
46 supervision in any one (1) schedule to less than thirty (30) minutes, but not to exceed more than forty-
47 five (45) consecutive minutes without five (5) minutes of relief. After schedules have been designed
48 and assignments awarded, any remaining work shall be awarded based on seniority and availability.



1
2 **Section 6.12. Job Share.**

3 An employee may request that his/her position be converted to "Job Share" status. If the District agrees
4 to job share the position, the other half of the position will be offered to the current qualified members
5 of the bargaining group. District approval may be made contingent upon identification of an acceptable
6 candidate for the other half of the job. The job share request must be for a specified duration, at the
7 conclusion of which the initiating employee will revert back to their previous status, or in the case of a
8 temporary employee they will be considered to be in lay-off. All benefits will be prorated. If one-half
9 (1/2) of the position becomes available for any reason, the remaining employee and position may be
10 required to revert back to non-job share status.

11
12 **Section 6.13. Transition Time.**

13 Employees will not be scheduled to work in two (2) places at the same time. Employees will be
14 allowed three (3) minutes transition time to be reflected in their schedule.

15
16 **Section 6.14.**

17 Each employee shall be assigned in advance a definite shift with designated times of beginning and
18 ending. Such shift shall not be changed without a two (2) week notification to the employee. The
19 employee may waive the required notice at their discretion. Shift changes shall follow seniority when
20 applicable.

21
22 **Section 6.15.**

23 Paraeducators will be provided a daily site work schedule for the next school year no later than five (5)
24 calendar days prior to the start of school, dependent on student need.

25
26
27
28 **ARTICLE VII**

29
30 **HOLIDAYS AND VACATIONS**

31
32 **Section 7.1. Holidays.**

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

- 34
35 1. New Year's Day 7. Labor Day
36 2. Martin Luther King Day 8. Veterans' Day
37 3. President's Day 9. Thanksgiving Day
38 4. Memorial Day 10. Day after Thanksgiving
39 5. Juneteenth 11. Day before Christmas
40 6. Independence Day 12. Christmas Day

41
42 **Section 7.1.1. Unworked Holidays.**

43 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect
44 at the time the holiday occurs. To be eligible for holiday pay, the employee must have worked
45 their last scheduled shift preceding the holiday and their first scheduled shift succeeding the
46 holiday unless employees were on approved leave.



1 **Section 7.1.2. Worked Holidays.**

2 Full-time, twelve (12) month employees who are required to work on the above-described
3 holidays shall receive a total of two and one-half (2½) times for all hours worked on such
4 holidays.

5
6 **Section 7.1.3. Holidays during Vacation.**

7 Should a holiday occur while a full-time twelve (12) month employee is on vacation, the
8 employee shall be allowed to take one (1) extra day of vacation with pay in lieu of holiday as
9 such.

10
11 **Section 7.2. Vacations.**

12 Full-time, twelve (12) month employees shall receive two (2) weeks paid vacation after one (1) year of
13 full-time employment. Upon completion of six (6) years of full-time employment, an employee shall
14 receive three (3) weeks of paid vacation. Upon completion of twelve (12) years of full-time
15 employment, an employee shall receive four (4) weeks of paid vacation. Upon completion of eighteen
16 (18) years of full-time employment, an employee shall receive five (5) weeks of paid vacation.
17 Vacations must be taken on non-school attendance days, unless mutually agreed between the employee
18 and the immediate supervisor.

19
20 If an employee switches from a less than full-time position to a full-time twelve (12) month position,
21 then consideration shall be given for the total months of service time with the District. All contracted
22 time will be added up and then divided by twelve (12) to determine total years of full-time
23 employment equivalency. Employees shall receive credit for a full month of service provided the
24 employee worked at least one half (1/2) of their contracted days during each month.

25
26 The vacation accrual calculations shall then be based upon total twelve (12) months, years of
27 contracted service with the school District.

28
29 **Section 7.2.1.**

30 Any vacation credit currently due but unused by the new accrual date of each year may be
31 carried over for one (1) year following the accrual date with the approval of the immediate
32 supervisor and administration. No vacation may be carried over for more than one (1) year
33 beyond the date on which it became due; provided, however, no employee shall be denied
34 accrued vacation.

35
36
37
38 **ARTICLE VIII**

39
40 **LEAVES**

41
42 **Section 8.1. Sick Leave and Personal Emergency Leave.**

43
44 **1. Regular Full Time and Regular Part Time Employees:**

45 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;
46 provided, however, that no employee shall accumulate less than ten (10) days of sick leave per
47 school year. An employee who works eleven (11) working days in any calendar month will be
48 given credit for the full calendar month. Sick leave shall be vested when earned and may be



1 accumulated for one hundred eighty (180) days or the employee's highest work year, whichever
2 is greater. The District shall project the number of annual days of sick leave at the beginning of
3 the school year according to the estimated calendar months the employee is to work during that
4 year. The employee shall be entitled to the projected number of days of sick leave at the
5 beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate
6 applicable to the employee's normal daily work shift; provided, however, that should an
7 employee's normal daily work shift increase or decrease subsequent to an accumulation of days
8 of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily
9 work shift at the time the sick leave is taken, and the accumulated benefits will be expended on
10 an hourly rather than a daily basis.

11
12 **2. Substitute Employees:**

- 13 A. Substitute employees are entitled to use their accrued, unused paid sick leave beginning on
14 the ninetieth (90th) calendar day after the start of their employment. After this ninety (90)
15 day period, the employer must make accrued paid sick leave available to substitute
16 employees for use within the current pay period.
- 17
- 18 B. Each Substitute employee shall accrue one hour of paid sick leave for every forty hours
19 worked. A maximum of forty (40) hours may be carried over into the following fiscal year.
- 20
- 21 C. Sick leave accrued while a substitute employee shall not be lost when the employee is hired
22 as a full time or part time regular employee.
- 23
- 24 D. When a substitute separates from employment, accrued sick leave cannot be cashed out,
25 however if the employee is rehired within twelve months of separation previously accrued
26 unused paid sick leave shall be reinstated. Substitute employees do not have sick leave cash
27 out rights and are not eligible to participate in sick leave incentive programs.

28

29 **3.** All Employees must be Scheduled to work to use their accrued, unused paid sick leave for
30 authorized purposes.

31

32 **4.** The Employer may not discipline or document in the employee's evaluation for utilizing paid
33 sick leave.

34

35 **5. Family Care:**

36 An employee is authorized to utilize sick leave for the following reasons: To provide care for a
37 family member with mental or physical illness, injury, or health condition; care of a family
38 member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury,
39 or health conditions; or care for a family member who needs preventative medical care needed
40 to provide care for a family member with a mental or physical illness, injury, or health
41 condition. Family means any of the following:

- 42
- 43 A. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the
44 employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of
45 age or dependency status.
- 46

1 B. A parent, including a biological, adoptive, de facto, or foster parent, stepparent, or legal
2 guardian of an employee or the employee's spouse or registered domestic partner, or a
3 person who stood in loco parentis when the employee was a minor child.

- 4
5 1. A spouse
6 2. A registered domestic partner
7 3. A grandparent
8 4. A grandchild; or
9 5. A sibling

10
11 **6. Verification of Sick Leave use:**

12 Only when an employee exceeds five (5) days, the District may require verification that an
13 employee's use of paid sick leave is for an authorized purpose. If the District requires an
14 employee to provide verification from a health care provider identifying the need for use of
15 paid sick leave for an authorized purpose. The District must not require that the information
16 provided explains the nature of the condition. If obtaining such verification results in extra
17 expense to the employee, the cost shall be borne by the District.

18
19 **7. Sick Leave Cash Out:**

20 The Employer shall comply with applicable laws and regulations concerning sick leave.
21

22 **Section 8.2.**

23 In the event employees are absent for reasons which are covered by Industrial Insurance, the District
24 shall pay the employee an amount equal to the difference between the amount paid the employee by
25 the Department of Labor and Industries and the amount the employee would normally earn, as long as
26 the employee has accumulated sick leave. A deduction shall be made from the employee's accumulated
27 sick leave in accordance with the amount paid to the employee by the District.
28

29 **Section 8.3. Bereavement Leave.**

30 Up to five (5) days per occurrence may be allowed when such absence is occasioned by the death of
31 immediate relatives. Relatives are defined as follows: spouse, children, father, mother, father- and
32 mother-in-law, brother, sister, brothers and sisters-in law, grandparents and spouse's grandparents, and
33 grandchildren. No more than two (2) days per year shall be granted for attendance at a funeral of a
34 friend. Such leave is noncumulative. The number of days an employee is granted with regard to this
35 section shall be determined between the employee and their immediate supervisor.
36

37 **Section 8.4. Emergency Leave.**

38 Unused, earned sick leave may be utilized for the purpose of taking care of a personal emergency. An
39 emergency is defined as a situation that is serious, suddenly precipitated, and of such a nature that
40 planning, or preplanning could not relieve the need for the employee's absence. Such leave with pay is
41 discretionary and is intended to permit the employee to attend such emergencies as serious illness in
42 the immediate family. Such leave is not intended for the mere convenience of any employee to conduct
43 his or her personal affairs. Such leave is deductible from Section 9.1.1. Where possible, employees are
44 required to obtain the approval of their supervisor before taking emergency leave.
45

46 **Section 8.5. Maternity Leave.**

47 Maternity leave shall be allowed for pregnant employees for the purpose of childbirth provided that:
48

- 1 1. The employee notifies the District in writing at least thirty (30) days prior to the commencement
2 of the leave, which notice shall state the expected date of return to employment.
- 3
- 4 2. The leave shall be without pay except as provided in #5 below.
- 5
- 6 3. Such leave may be granted for not more than one (1) year.
- 7
- 8 4. The employee shall notify the District in writing at least ten (10) days prior to her return to
9 employment.
- 10
- 11 5. Leave for maternity shall be deducted from accumulated sick leave to the limit of the
12 accumulated leave for any of the following: pregnancy, miscarriage, abortion, childbirth and
13 recovery, and other pregnancy-related conditions or complications.
- 14

15 The employee may retain her insurance coverage by remitting the required monthly premium to the
16 District as required by the District, providing the insurance carrier permits continuance of such
17 coverage.

18
19 **Section 8.5.1. Child-Birth Leave.**

20 A male employee, or the non-child-bearing partner in a same-sex marriage or domestic
21 partnership, upon request, shall be granted up to five (5) days leave, for normal delivery, on or
22 about the date of the birth of his or her child. Additional days may be granted if there are
23 complications. Such leave shall be deducted from that accumulated pursuant to Section 8.10.

24
25 **Section 8.5.2. Adoption Leave.**

26 Five (5) days leave shall be granted an employee who is adopting a child. Additional days may
27 be granted if there are complications. Such leave shall be deducted from that accumulated
28 pursuant to Section 9.1.1.

29
30 **Section 8.6. Judicial Leave.**

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

34
35 **Section 8.7. Leave of Absence without Pay.**

36
37 **Section 8.7.1.**

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

41
42 **Section 8.7.2.**

43 The returning employee will be assigned to the position last held if one is available, or a
44 comparable position. (Employees hired to fill positions of employees on leave of absence will
45 be hired for a specific period of time as a temporary employee in accordance with the condition
46 giving rise to the leave of absence. It shall be the responsibility of the Employer to inform
47 replacement employees of these positions.)

1 **Section 8.7.3.**

2 All benefits shall be frozen for the duration of the leave of absence, including seniority.

3
4 **Section 8.7.4.**

5 An employee who fails to appear for work for six (6) consecutive days without being in an
6 approved leave status will be considered to have abandoned his/her position and will be
7 separated from District employment. In the case of exigent circumstances, the Superintendent
8 may grant unpaid leave until such time as the next regularly scheduled meeting of the Board of
9 Directors, so that the affected employee may apply for an unpaid leave of absence. Application
10 to the Superintendent for temporary unpaid leave status must be made within the six (6) day
11 period, or the employee will be separated.

12
13 **Section 8.8. Personal Leave.**

14 Four (4) personal leave days per year shall be granted, discrete from any other leaves. A personal leave
15 bank shall be accumulated; a cap per year, to six days (6) days with the addition of the four (4) days
16 added in the beginning of the new school year; yielding a total of ten (10) personal days. Personal
17 leave may be used to extend a holiday one (1) time per year. Each year the employee shall have the
18 option of cashing out up to three (3) unused personal leave days at the employee's full rate of pay to be
19 paid in the employee's July paycheck. Any days beyond the six (6) day cap, that are not used or cashed
20 out by the end of the fiscal year, shall be paid in the July paycheck automatically. Leave without pay
21 shall not be granted if the personal leave is available.

22
23 **Section 8.9. Training/Professional Development Leave.**

24 Employees shall be allowed time with regular pay for the purpose of attending a meeting, class, or
25 workshop to upgrade their skill level upon approval of the Superintendent.

26
27 **Section 8.10. Family Medical Leave.**

28 The employees covered by this agreement are eligible for the provisions of the Family Medical Leave
29 Act (FMLA) as provided by law. Under the federal Family Medical Leave Act (FMLA), the
30 Washington Family Leave Act (FLA), the Washington State Human Rights Commission Laws, the
31 Washington Family Care Act (FCA), employees have certain rights and protections. FMLA extends
32 medical benefits up to twelve (12) weeks for qualifying employees who have exhausted their paid
33 leave or exhaust it during their leave period, none of the above laws provide for additional paid family
34 leave time. It is encouraged that employees review their family medical leave rights with the Director
35 of Human Resources.

36
37 **Section 8.11. Faith and Conscience Leave.**

38 Employees are entitled to two (2) unpaid days of leave per calendar year for reasons of faith or
39 conscience, or an organized activity conducted under the auspices of a religious denomination, church,
40 or religious organization. This leave must be taken in whole-day increments. If an employee prefers to
41 take the two (2) unpaid days of leave on specific days, the employer must allow the employee to do so
42 unless the employee's absence would impose an undue hardship on the employer, or the presence of
43 the employee is necessary to maintain public safety. The term "undue hardship" shall be interpreted in
44 accordance with WAC, Sections 82-56-20, 30. Employees desiring to take leave described in this
45 section must request leave not later than seventy-two (72) hours before the leave is to begin, and the
46 employer must respond within twenty-four (24) hours of the request, or the leave will be deemed to
47 have been granted.

1 **Section 8.12. Washington Paid Family and Medical Leave (PFML).**

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

- 4
- 5 ● The District shall annually notify employees about the benefits available under PFML.
- 6
- 7 ● Employees will be required to file a claim for PFML benefits with the Employment Security
8 Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/> all
9 payments will come from the ESD.
- 10
- 11 ● Employees will be required to contact the Employment Security Guidelines to determine the
12 amount leave available.
- 13
- 14 ● To qualify for PFML, employees must work no less than eight hundred twenty (820) hours in
15 employment in Washington State during the qualifying period Employment Security will
16 determine the employee’s eligibility and benefit.
- 17
- 18 ● Employees have the option of supplementing their pay with any paid leave balances they may
19 have to make the employee’s wage whole while on PFML, if the employee is receiving only
20 seventy percent (70%) or less of their current wage.
- 21
- 22 ● Employees are not required to take their own leaves before using PFML as per state law.
- 23
- 24 ● Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or
25 www.paidleave.wa.gov for all information pertaining to this leave.
- 26
- 27 ● District and employees shall pay premium costs as per state law.
- 28

29 **Section 8.13.**

30 All employees on the day before Thanksgiving, winter break, spring break as well as the last day of
31 school whose scheduled shift is greater than 6 hours, may leave two (2) hours early without a loss of
32 pay. If your shift is less than 6 hours, you must work your normal shift hours.

33

34

35

36 **ARTICLE IX**

37

38 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

39

40 **Section 9.1. Definition Seniority.**

41 Seniority shall mean an employee's continuous length of service within his or her job classification
42 with the Employer. Seniority shall not apply to an employee until he or she has completed his or her
43 probationary period. Upon satisfactory completion of his or her probationary period, the employee
44 shall be credited with the seniority from his or her date of hire for continuous employment. Should a
45 tie in seniority occur within a classification, the application date shall be used to break the tie. Should
46 the application dates be identical, the seniority tie shall be broken by the drawing of lots.



1 **Section 9.2. Probation.**

2 Each new hire shall remain in a probationary status for a period of not more than ninety (90) working
3 days following the hire date as per Section 10.1. During this probationary period the District may
4 discharge such employee at its discretion. Probationary employees shall receive an evaluation by their
5 immediate supervisor at approximately three months following the hire date. This evaluation will not
6 be placed in the employee’s personnel file. The District will provide training/orientation for new
7 employees as deemed appropriate by the District.

8
9 **Section 9.3. Loss of Seniority.**

10 Seniority shall be considered broken by (a) discharge, (b) resignation, (c) retirement, (d) eighteen
11 months (18) consecutive months in layoff (e) change of job classification, or (f) absences for any
12 reason not included within the leave provisions of the Agreement.

13
14 **Section 9.3.1.**

15 Seniority rights shall not be lost for any of the following reasons, except as provided in Section
16 9.3.

- 17
18 1. Time lost by reason of industrial accident, industrial illness, or judicial leave.
19 2. Time on leave of absence granted for the purpose of serving in the Armed Forces of
20 the United States.
21 3. Time spent on other authorized leaves.
22 4. Time spent in layoff status as hereinafter provided.

23
24 **Section 9.4. Layoffs.**

25 In making layoffs and recalls after layoff, an employee's length of continuous service in his or her job
26 classification with the Employer shall govern, provided, minimum qualifications for the job can be met
27 as set forth in the job posting.

28
29 Employees in lay-off status shall have priority over junior employees and outside hires in filling
30 positions within the District, including temporary positions and substituting within the bargaining unit,
31 provided they meet the minimum qualifications as set forth in the job posting.

32
33 Employees who have been laid off must maintain a current, up-to-date address with the District to be
34 considered for recall. Employee recall rights shall be forfeited by failure to maintain a current address
35 with the District, by failure to respond to an offer of reemployment within five (5) days of receipt of an
36 offer, or by refusing an offer of employment. Such offer shall be sent via certified mail. The employee
37 will have five (5) business days to respond once certified letter has been received. Employees will
38 remain on the layoff list for eighteen (18) consecutive months.

39
40 **Section 9.4.1.**

41 Employees in lay-off or reduced hours status shall have priority for filling temporary positions
42 and filling in (subbing) for absent unit employees and shall be compensated at the appropriate
43 rate of pay on Schedule A. Employees in lay off or reduced hours status, who have not secured
44 a permanent or temporary position and who wish to perform fill-in work (subbing) must notify
45 the District of their availability and desire to perform fill in work (subbing).



1 **Section 9.4.2.**

2 When an employee has been recalled from the layoff list to fill a temporary position of known
3 duration and subsequently declines a continuing (permanent) position; the employee (occupant)
4 returns to the layoff list, when the temporary position ends, and seniority is adjusted to reflect
5 the date that the employee refused permanent employment. Should this result in a seniority tie,
6 the employee with the oldest unadjusted seniority date shall have preference.
7

8 **Section 9.5. Seniority Rights.**

9 The employee with the greater seniority shall have preferential rights regarding shift selection,
10 Overtime shifts, vacation periods, special assignments, promotions, assignment to new or open
11 positions, and layoffs when ability and performance are substantially equal with the junior employee or
12 other applicant. Employees within the general job classification have preferential rights over junior
13 employees, non- classification employees and outside applicants; if there are no classification
14 applicants then non- classification applicants have preferential rights over non-classification junior
15 employees and outside applicants. If the District determines that the seniority rights should not govern
16 because the junior employee or other applicant possesses ability or performance substantially greater
17 than a senior employee or senior employees, the District shall set forth in writing to the employee or
18 employees and the Association President its reasons why the senior employee or employees have been
19 bypassed.
20

21 **Section 9.5.1. Posting Positions.**

22 In order to afford employees an opportunity to apply for new or open positions that are covered
23 by this Agreement, notice shall be posted as soon as the District is apprised of, but no later than
24 fifteen (15) days of such vacancy. Positions shall be awarded within ten (10) days after the
25 close of the posting for internal and external hires. Should extenuating circumstances arise
26 where the District is unable to meet said timelines the parties upon mutual consent may extend
27 the timeline with a new specified award date. Staff will be notified of positions through their
28 District electronic mail address, and an electronic copy of each posting will be transmitted to
29 the secretary at each work site for posting in the usual place that notices to staff are posted.
30 This does not preclude the District from hiring necessary personnel to temporarily fill a
31 position for that interim period of time prior to the completion of the hiring process. Employees
32 shall notify the District electronically of their desire to receive job postings in the summer
33 months by email. Employees shall apply for vacancies using the established internal application
34 process (on-line application).
35

36 **Section 9.6. Classification Changes.**

37 Employees who change job classifications within the bargaining unit shall retain their seniority dates in
38 the previous classification for a period of forty-five (45) working days, notwithstanding that they have
39 acquired a new hire date and a new classification.
40

41 **Section 9.7. Letter of Assurance.**

42 All less than twelve (12) month employees shall receive notice of re-hire for the following year prior to
43 the end of the school year.
44

45 **Section 9.8. Promotion Return.**

46 If rejected or at the option of the employee, they will be returned to the position from which they were
47 promoted, if such action or choice occurs during the first forty-five (45) working days.
48



1 **Section 9.9. Transportation Assignments.**

2 Transportation assignments will normally be bid in September and January (if necessary) and shall be
3 awarded in accordance with the seniority provisions of Article VI and IX of this agreement.
4
5
6

7 **ARTICLE X**

8
9 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

10
11 **Section 10.1. Discipline.**

12 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
13 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
14 If the District has reason to reprimand an employee, it shall be done in a manner, which will not
15 embarrass the employee before other employees or the public. The parties agree that a policy of
16 progressive discipline will be used when applicable. Progressive discipline shall consist of a verbal
17 warning, written reprimand, suspension without pay and ultimately to discharge. Suspension with pay
18 can be used during a period of investigation. Employees have the right to attach a rebuttal to any
19 discipline placed in the employee’s personnel file.
20

21 Employee’s signature does not necessarily imply agreement of the discipline. The employee’s
22 signature indicates that discipline has been received.
23

24 **Section 10.1.1. Investigatory Interviews/Disciplinary Actions.**

25 In the event formal investigatory interviews are to be conducted, each employee has the right to
26 the following information prior to such interview:
27

- 28 A. Written notice twenty-four (24) hours (one [1] workday) prior to any meeting, unless
29 waived, in writing, by the employee and Association Representative.
- 30
- 31 B. Written notice of allegations, if any or topic of the investigation, unless waived, in
32 writing, by the employee and Association Representative.
- 33
- 34 C. Written notice informing the employee that he/she has the right to have representatives
35 of their choosing.
36

37 In all disciplinary actions where formal, written charges are to be given an employee, the
38 District will give the following notice:
39

- 40 A. Minimum notice of twenty-four (24) hours (one [1] workday) prior to the meeting time.
- 41
- 42 B. Give the employee a copy of the written charges a minimum of twenty-four (24) hours
43 prior to the meeting time.
- 44
- 45 C. Inform the employee that he/she has the right to have representatives of their choosing
46 at the meeting.
47



1 Investigatory and disciplinary meetings can be delayed by a maximum of seven (7) calendar
2 days in order for the employee to secure a representative.

3
4 **Section 10.2. Employee Notice of Layoff.**

5 Regular part-time employees who are not to be hired for the next school year shall be notified in
6 writing prior to the end of the current school year. Layoffs may be initiated due to unanticipated
7 shortfalls.

8
9 **Section 10.3. Complaints Against Employees.**

10 Any complaint made against a classified employee by a parent, student or other persons will be called
11 to the attention of the classified employee within seven (7) working days of receiving the complaint,
12 except in cases of criminal investigation. Any complaint not called to the attention of the employee
13 may not be used as the basis for any disciplinary action against the classified employee.

14
15 **Section 10.4. Removal of Derogatory Material.**

16 Employees may rebut any derogatory material placed in their personnel files. After three (3) years such
17 material may be expunged, upon application to the Superintendent, provided there has been no related
18 incident to the material to be expunged, except as provided in RCW 28A.400.301. The Superintendent
19 will review such requests in good faith and will not arbitrarily refuse to expunge the material.

20
21
22
23 **ARTICLE XI**

24
25 **INSURANCE AND RETIREMENT**

26
27 **Section 11.1.**

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

32
33 **Section 11.2.**

34 Paid leave hours shall count toward hours used to determine eligibility for benefits under this section.
35 When an employee is approved for Family and Medical Leave Act (FMLA) leave, they continue their
36 benefits, per Federal Law. The employee is still responsible for paying their portion of the premiums.
37 See WAC 182-31-110.

38
39 For an employee on leave without pay, who is no longer anticipated to meet the required hours for
40 employer paid insurance benefits by the end of the school year, the employee may be able to access
41 COBRA benefits.

42
43 **Section 11.3.**

44 All additional hours beyond an employee's contracted hours shall be included in eligibility and
45 anticipated eligibility determinations regarding health insurance benefits.

1 **Section 11.4.**

2 Employee benefits will carry over, uninterrupted form one year to the next if the employee was eligible
3 in the previous year. Benefit coverage for new employees will begin the first (1st) day of the month
4 following the first day of work when it is expected the employee will become eligible, except
5 employees who are anticipated to work the required hours in the school year prior to September 1,
6 shall be eligible for full time benefit coverage on September 1. Regular, continuing employees hired
7 too late in the school year to work the required hours during the following year, will be eligible for
8 SEBB benefits if they work at least seventeen and a half (17.5) hours per week for six (6) of the last
9 eight (8) weeks.

10
11 If the District does not anticipate an employee will be eligible, they must notify the employee of the
12 specific reason in writing. The employee will have the right to appeal the decision. The District will
13 not deny or limit an employee’s work hours for the purpose of preventing SEBB eligibility. Should an
14 employee who previously was not expected to be eligible for benefits under SEBB become eligible, the
15 employee will become eligible for benefits on the date that they become eligible. Should the employee
16 meet eligibility requirements mid-year for two consecutive years, and returns to the same type of
17 position, the employee will be anticipated to be eligible going forward and therefore be eligible for
18 benefits under SEBB.

19
20
21
22 **ARTICLE XII**

23
24 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

25
26 **Section 12.1. Association Membership.**

27 Each employee subject to this Agreement, who, on the effective date of this Agreement, may elect to
28 become a member of the Association in good standing. Under Washington law, the employer will not
29 discriminate, restraint, retaliate, coerce, or interfere with an employee’s right to join the Association.

30
31 **Section 12.2. Dues Deduction Authorizations.**

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

36
37 Upon receiving notice of the employee's authorization from Public School Employees of Washington /
38 SEIU Local 1948 (PSE) the employer shall deduct from the employee's gross monthly wages
39 membership dues and remit the amounts to PSE, by the first Monday following payroll.

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



1 information provided by the exclusive bargaining representative regarding the authorization and
2 revocation of deductions.

3
4 **Section 12.3. Payroll Dues Deductions.**

5 The District shall deduct PSE state dues from the gross pay of any employee who authorized such
6 deductions in writing pursuant to RCW 41.56.110. The employer shall transmit, via Automated
7 Clearing House (ACH), all such funds deducted to Public School Employees of Washington/SEIU
8 Local 1948 at membership@pseofwa.org. Transmissions will include payments and an electronic list of
9 all represented employees with deduction amounts. Transactions will be received by the first Monday
10 following payroll. Submissions are to include all employees covered by the Collective Bargaining
11 Agreement. A dues remittance form shall accompany the payment every month and include
12 membership status changes (such as resignations, LOA, name changes, etc.) on the remit form or
13 provide a list with the dues file.

14
15 Upon authorization, the District shall deduct local dues as established by the local PSE Chapter and
16 remit the same to the Treasurer of the Local PSE chapter.

17
18 **Section 12.3.1. Refunds.**

19 The Union agrees to refund to the employer and/or the employee any amounts paid to it in error
20 on account of the check-off provisions upon presentation of proper evidence thereof.

21
22 **Section 12.3.2. Hold Harmless Agreement.**

23 The Association will indemnify, defend, and hold the District harmless against any claims,
24 suits, orders, and/or judgments against the District on account of any checkoff of Association
25 dues or voluntary political contributions.

26
27 **Section 12.4. Political Action Committee.**

28 The District shall, upon receipt of authorization that conforms to legal requirements, deduct from the
29 pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for
30 deduction for political purposes and shall transmit the same to the Union on a check separate from the
31 Union dues transmittal check. Section 12.3. of the Collective Bargaining Agreement shall apply to
32 these deductions. The employee may revoke the request at any time. At least annually, the employee
33 shall be notified about the right to revoke the request by Public School Employees of Washington/
34 SEIU Local 1948.

35
36
37
38 **ARTICLE XIII**

39
40 **GRIEVANCE PROCEDURE**

41
42 **Section 13.1.**

43 Grievances or complaints arising between the District and its employees within the bargaining unit
44 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
45 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article,
46 including time limits. Any and all references to the word "day" shall refer to calendar days.

1 All grievances not brought to the immediate supervisor within thirty (30) days of the occurrence of the
2 grievance shall be invalid and subject to no further processing.

3
4 The parties may mutually agree to hold all timelines in abeyance. Grievances related to the
5 interpretation and/or application of this Agreement when filed in the name of the Association, or when
6 filed by an individual when resolution can only be obtained through the Superintendent or his/her
7 designee, may be initiated at the Superintendents level as provided hereinafter. The District reserves
8 the right to require the Association to submit the grievance at the lower level before its submission to
9 the Superintendent.

10
11 **Section 13.2. Grievance Steps.**

- 12 1. **STEP I.** Informal meeting with Supervisor within thirty (30) days of occurrence.
- 13
- 14 2. **STEP II.** Submit, in writing, to immediate Supervisor, within fifteen (15) days of conclusion
15 of Informal process. The Supervisor shall respond within ten (10) days of receiving the written
16 submission of the grievance.
- 17
- 18 3. **STEP III.** Submit to Superintendent, or designee, within twenty (20) days of receipt of denial
19 or non-response. The Superintendent shall respond within twenty (20) days of receiving the
20 written submission of the grievance.
- 21
- 22 4. **STEP IV.** Submit to School Board within twenty (20) days of receipt of denial or non-
23 response.
- 24
- 25 5. **STEP V. Demand for Arbitration.** Within thirty (30) days of receipt of response or non-
26 response.

27
28 **Section 13.2.1. STEP I - Informal Meeting with Supervisor.**

29 Employees shall first discuss the grievance with their immediate supervisor. If employees so
30 wish, they may be accompanied by an Association representative at such discussion. At the
31 conclusion of the informal meeting, the Supervisor shall notify the grievant of the disposition
32 within five (5) days of the initial meeting.

33
34 **Section 13.2.2. Step II - Reduce to Writing to Immediate Supervisor.**

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

- 38 1. The facts on which the grievance is based.
- 39 2. A reference to the provisions in this Agreement which have been allegedly violated.
- 40 3. Remedy sought.
- 41
- 42

43 The employee, with assistance from the Association, shall submit the Step II written statement
44 of grievance to the immediate supervisor for reconsideration within fifteen (15) days of the
45 immediate supervisor s Step I response and shall submit a copy to the official in the
46 administration responsible for personnel.

1 **Section 13.2.3. STEP III – Submittal to Superintendent.**

2 If no settlement has been reached within fifteen (15) days referred to in the preceding
3 subsection, a written statement of grievance shall be submitted within twenty (20) days, to the
4 District Superintendent or the Superintendent's designee. After such submission, the
5 Superintendent will have twenty (20) days from submission of the written statement of
6 grievance to respond in writing.
7

8 **Section 13.2.4. Step IV – Submittal to School Board.**

9 If no settlement has been reached within the twenty (20) days referred to in the preceding
10 subsection, and the Association believes the grievance to be valid, a written statement of the
11 grievance shall be submitted within twenty (20) days to the District Board of Directors. After
12 such submission, the Board will have thirty (30) days from submission of the written statement
13 of grievance to issue a written response. The Board of Directors reserves the right to summon
14 the employee for an oral statement of the grievance. The employee reserves the right to appear
15 before the Board of Directors to explain the grievance. At any appearance before the Board of
16 Directors, the employee may be accompanied by an Association representative or designee.
17

18 **Section 13.2.5. Step V – Demand for Arbitration.**

19 If the Association is not satisfied with the disposition of the grievance by the Board or if no
20 disposition has been made within the period above provided, the grievance, only at the option
21 of the Association, may be submitted before an impartial arbitrator. The Association shall
22 exercise its right of arbitration by giving the Superintendent written notice of its intention to
23 arbitrate within thirty (30) days of receipt of the written disposition of the Board, or the
24 expiration of the period to respond. Arbitration hearings will be conducted by a staff arbitrator
25 of the Public Employment Relations Commission, pursuant to the rules and procedures of that
26 organization.
27

28 **Section 13.2.5.1. Arbitration Costs.**

29 Each party shall bear its own costs of arbitration except that the fees and charges of the
30 arbitrator, if any, shall be shared equally by the parties. Verbatim transcripts of
31 arbitration hearings will not be prepared unless mutually agreed. Costs of neutral
32 hearing rooms, if any, will be shared equally between the parties.
33

34 **Section 13.2.5.2. Jurisdiction of the Arbitrator.**

35 The Arbitrator shall have no power to alter, add to, or subtract from the terms of this
36 Agreement. The arbitrator shall confine his or her inquiry to specific areas of the
37 Agreement as cited in the grievance form. The arbitrator shall make no awards nor
38 substitute his or her knowledge for the expressed provisions of the contract under
39 question. The arbitrator shall rule exclusively as to the compliance or non-compliance
40 of the Collective Bargaining Agreement. Upon request of either party, the merits of a
41 grievance and the substantive and procedural arbitrability issues arising in connection
42 with that grievance may be consolidated for hearing before an arbitrator provided the
43 arbitrator shall resolve the question of "arbitrability" of a grievance prior to having
44 heard the merits of the grievance. The decision of the arbitrator may be entered in any
45 court of competent jurisdiction should either party fail to implement the decision.
46
47
48



1 Time Limits.

2 The time limits provided in this Article shall be strictly observed unless extended by
3 written agreement of the parties. In the event a grievance is filed after May 15 of any
4 year, the Board shall use its best efforts to process such grievance prior to the end of the
5 school term or as soon thereafter as possible. Failure of the Association to proceed with
6 its grievance within the time hereinbefore provided shall result in the dismissal of the
7 grievance. Failure of the District’s representatives to take the required action within the
8 times provided shall entitle the Association to proceed to the next step on the grievance
9 procedure.

10
11 Grievance and Arbitration Hearings.

12 All hearings or conferences pursuant to this grievance procedure shall be scheduled at a
13 time and place which will afford a reasonable opportunity for all parties entitled to
14 attend to be present, including any and all witnesses. The District will pay for the
15 Association President, or designee, or a single Grievant, to be present at arbitration
16 hearings as a representative of the association. Association witnesses and/or grievant(s)
17 will be released from duties without pay in order to attend arbitration hearings as
18 necessary.

19
20 Individual Complaints.

21 If an individual employee has a personal complaint, which he desires to discuss with the
22 supervisor, he/she is free to do so without recourse to the grievance procedures.

23
24 However, no complaint shall be adjusted without prior notification to the Association
25 and opportunity for an Association representative to be present, nor shall any such
26 adjustment of the complaint be inconsistent with the terms of this Agreement. In the
27 administration of the grievance procedure, the interest of the employee shall be the sole
28 responsibility of the Association.

29
30 Continuity of Grievance.

31 Notwithstanding the expiration of this Agreement, any claim or grievance arising
32 hereunder may be processed through the grievance procedure until resolution.

33
34 Section 13.2.5.3.

35 The Employer shall not discriminate against any individual employee or the Association
36 for taking action under this Article.

37
38
39
40 **ARTICLE XIV**

41
42 **SALARIES AND EMPLOYEE COMPENSATION**

43
44 Section 14.1. Hours Worked.

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



1 **Section 14.1.1. Employee Retirement Contribution Deferral.**

2 The District Contribution to the Public Employees Retirement System shall be tax deferred in
3 accordance with applicable State rules and regulations.
4

5 **Section 14.2. Wages.**

6 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
7 Schedule A attached hereto and by this reference incorporated herein:
8

- 9 • 2024-2025 Schedule A shall receive a 5.2% increase.
- 10 • 2025-2026 Schedule A shall receive 3.6% increase or IPD whichever is greater.
- 11 • 2026-2027 Schedule A shall be open for bargaining only.
12

13 **Section 14.2.1.**

14 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the
15 terms and conditions of Article XVII, Section 17.2 Should the date of execution of this
16 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive
17 to the effective date.
18

19 **Section 14.2.2.**

20 Retroactive pay, where applicable shall be paid on the first regular pay day following execution
21 of this Agreement, if possible, and in any case not later than the second regular pay day. In the
22 case of retroactive pay resulting from negotiations pursuant to Article XVI, Section 16.3, such
23 retroactive pay shall be paid on the first regular pay day following agreement on such schedule,
24 if possible, and in any case not later than the second regular pay day.
25

26 **Section 14.2.3. Step Advancement.**

27 Increment steps, where applicable, shall take effect on September 1st of each year, provided
28 that a nine (9)-month employee has a hire date of February 14th or earlier; a twelve (12)-month
29 employee has a hire date of April 15th or earlier. If these conditions are not met, the employee
30 will remain in their current step through the following school year.
31

32 **Section 14.3. Private Vehicle Use.**

33 Any employee required to use his or her private automobile on District approved business shall be
34 reimbursed for such travel at the District rate per mile traveled.
35

36 **Section 14.4. Travel Meal Reimbursement.**

37 Employees required to remain overnight on District business shall be reimbursed for reasonable room
38 and board expenditures at the per diem rate.
39

40 **Section 14.4.1.**

41 Notwithstanding the provisions of Section 15.5 of this agreement, above, in the event that an
42 employee on an overnight assignment for the District is unable to partake of a meal provided as
43 a part of their lodging arrangement, due to exigent circumstances, or dietary needs, the
44 employee will be reimbursed for the actual cost (plus a reasonable gratuity) of a replacement
45 meal, upon presentment of a short-written summary explanation and the receipt for the meal.
46 Reimbursement for the replacement meal shall not exceed the per diem amount which would
47 have been allotted for the meal which was replaced.
48

1 **Section 14.5. Employee Physicals.**

2 All physicals that are required by the District will be paid by the District. Employees may choose a
3 doctor of their choice, but the District will only pay to the limits charged by the local Medical Clinic.
4

5 **Section 14.6. Payroll Distribution.**

6 The District shall devise a method of distribution of paychecks to preserve privacy for employees.
7

8 **Section 14.7. Sick Leave Accrual.**

9 Each employee shall receive notification of the number of accumulated sick leave days at the
10 beginning of the school year.
11

12 **Section 14.8. Probationary Rate.**

13 Probation rate shall apply only to new hires of the District.
14

15 **Section 14.9. Days Worked Over 260.**

16 When there are more than two hundred sixty (260) workdays in a year, affected employees shall
17 receive those days off or be paid extra for working them.
18

19 **Section 14.10. Payroll Errors.**

20 If the employee reports an underpayment error within three (3) days after of discovery, the employee
21 will have the choice of having it corrected in the next pay period, or via a check within three (3) days
22 of the reporting. Debits caused by overpayments shall be deducted over nine (9) pay periods if the
23 amount is large enough to cause a hardship to the employee.
24

25 **Section 14.11. Tool Allowance.**

26 Subject to availability of funds, the District will buy specialized tools on an as-needed basis after
27 consultation with the mechanics.
28

29 **Section 14.12. Employee Appreciation.**

30 After the completion of twenty (20) years and thirty (30) years of service and upon retirement with
31 more than ten (10) years of service for the District, each employee shall receive a plaque of
32 appreciation from the District.
33

34 **Section 14.13. Obtaining New Certifications.**

35 The District will reimburse employees for costs incurred in obtaining required certifications for duties
36 that fall outside the scope of the ordinary duties for their job classification. This will be done on a case-
37 by-case basis, requires advance approval by the Superintendent, and denial of an application is not
38 subject to the grievance procedure.
39

40 **Section 14.14. Obtaining Required Certifications.**

- 41 1. The District will reimburse bus drivers for the cost difference between their regular driver's license
42 and a CDL, if they acquire or renew a CDL while employed by the district.
43 2. The District will reimburse food service personnel for the cost of their required food handlers'
44 permit.
45

46 **Section 14.15.**

47 Employees working in the Maintenance/Grounds classification shall receive an additional two hundred
48 and fifty dollars (\$250) per school year to purchase work related clothes. Custodial and paraeducator

1 staff with outside duties shall be able to spend up to one-hundred and fifty dollars (\$150) every three
2 (3) years to purchase work related clothes. Such clothes can be boots, coats, gloves, etc. These
3 employees shall use a purchase card (P-Card) for this clothing allowance and must submit a receipt(s).
4

5 **Section 14.16.**

6 Employees shall receive a shift differential of thirty-five cents (\$0.35) to be paid on or after any shift
7 that commences on or after 12:00 pm. When the District requests an employee work before 12:00 pm,
8 the employee will not suffer a loss in differential pay.
9
10
11

12 **ARTICLE XV**

13 **TERM AND SEPARABILITY OF PROVISIONS**

14
15
16 **Section 15.1.**

17 The term of this Agreement shall be September 1, 2024 to August 31, 2027.
18

19 **Section 15.2.**

20 All provisions of this Agreement shall be applicable to the entire term of this Agreement upon
21 ratification by the Association and adoption by the Board.
22

23 **Section 15.3.**

24 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
25 parties in writing, or by either party to negotiate the effect of any legislation which may arguably affect
26 any of its terms or conditions.
27

28 **Section 15.4. Saving Clause.**

29 If an Article of this Agreement or any addenda thereto should be held invalid by operation of law, or if
30 compliance with or enforcement of any Article should be restrained by operation of law, the remainder
31 of this agreement shall not be affected thereby.
32

33 **Section 15.5.**

34 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
35 State or Federal statutes or regulations promulgated pursuant thereto.
36

37 **Section 15.6.**

38 In the event the District provides an increase in wages greater than the negotiated raises in Section
39 14.2. and/or any lump sum payment to another bargaining unit, this agreement may be re-opened for
40 salary purposes only. This re-opener does not apply to legislative changes, that result in salary
41 modifications to specific job titles within a bargaining unit (i.e. counselors, nurses).
42
43
44
45
46
47
48



1 **ARTICLE XVI**

2 **NO STRIKE CLAUSE**

3
4
5 **Section 16.1.**

6 During the term of this Agreement the Association will not cause or sanction its employees to take part
7 in any strike against the District.
8
9

10
11 **ARTICLE XVII**

12 **ENTIRE AGREEMENT**

13
14
15 **Section 17.1.**

16 Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no
17 oral statement shall add to or supersede any of its provisions.
18

19 **Section 17.2. Bargaining Legislative Impact.**

20 This agreement may be reopened by either party for the express purpose of considering and
21 accommodating the impact of legislative enactments adopted as law during its term, including changes
22 in funding basis and additional requirements imposed upon school districts.
23
24
25
26
27

28 **SIGNATURE PAGE**

29
30
31
32
33
34
35 PUBLIC SCHOOL EMPLOYEES OF
36 WASHINGTON / SEIU LOCAL 1948

37
38
39 KIONA-BENTON CHAPTER #104

KIONA-BENTON SCHOOL DISTRICT #52

40
41
42 BY: /e-signed by Amber "Ivy" Minnich/
43 Amber "Ivy" Minnich, Chapter President

BY: /e-signed by Pete Peterson/
Pete Peterson, Superintendent

44
45
46 DATE: Nov. 18, 2024

DATE: Dec. 10, 2024



SCHEDULE A 2024-2025
KIONA-BENTON PSE
September 1, 2024 – August 31, 2025

2024-2025	Sub	30 Day Sub	PROBATION	0-2 YRS	3-5 YRS	6-9 YRS	10-14 YRS	15-19 YRS	20+ YRS
CUSTODIAL	\$19.78	\$20.28	\$21.98	\$24.42	\$24.90	\$25.41	\$25.91	\$26.44	\$26.95
GROUNDS	\$21.07	\$21.57	\$23.41	\$26.01	\$26.53	\$27.07	\$27.60	\$28.15	\$28.72
LEAD GROUNDS/PESTICIDE	\$27.64	\$28.14	\$30.71	\$34.12	\$34.80	\$35.49	\$36.21	\$36.93	\$37.67
MAINTENANCE	\$29.92	\$30.42	\$33.24	\$36.93	\$37.67	\$38.42	\$39.19	\$39.98	\$40.78
BUS MECHANIC	\$27.16	\$27.66	\$30.18	\$33.53	\$34.20	\$34.88	\$35.59	\$36.29	\$37.02
SWING SHIFT CUSTODIAL	\$20.13	\$20.63	\$22.33	\$24.77	\$25.25	\$25.76	\$26.26	\$26.79	\$27.30
HEAD COOK	\$19.73	\$20.23	\$21.92	\$24.36	\$24.84	\$25.34	\$25.85	\$26.36	\$26.89
KITCHEN HELPER	\$17.03	\$17.53	\$18.92	\$21.02	\$21.45	\$21.87	\$22.31	\$22.75	\$23.22
PARA-EDUCATOR	\$17.09	\$17.59	\$18.99	\$21.10	\$21.52	\$21.94	\$22.39	\$22.83	\$23.29
SPED PARA-EDUCATOR	\$17.59	\$18.09	\$19.49	\$21.60	\$22.02	\$22.44	\$22.89	\$23.33	\$23.79
BILINGUAL PARA-EDUCATOR	\$17.84	\$18.34	\$19.74	\$21.85	\$22.27	\$22.69	\$23.14	\$23.58	\$24.04
LIFE SKILLS PARA-EDUCATOR	\$18.09	\$18.59	\$19.99	\$22.10	\$22.52	\$22.94	\$23.39	\$23.83	\$24.29
BEHAVIOR INTERVENTION PARA	\$18.09	\$18.59	\$19.99	\$22.10	\$22.52	\$22.94	\$23.39	\$23.83	\$24.29
SUB COORDINATOR	\$17.83	\$18.33	\$19.81	\$22.01	\$22.44	\$22.89	\$23.34	\$23.82	\$24.29
ECEAP TEACHER	\$19.85	\$20.35	\$22.06	\$24.51	\$25.01	\$25.51	\$26.01	\$26.53	\$27.07
ECEAP ASST TEACHER	\$17.70	\$18.20	\$19.67	\$21.86	\$22.30	\$22.74	\$23.20	\$23.66	\$24.13
ECEAP SUPPORT	\$18.07	\$18.57	\$20.08	\$22.31	\$22.75	\$23.21	\$23.67	\$24.14	\$24.63
SLPA	\$21.74	\$22.24	\$24.16	\$26.84	\$27.37	\$27.92	\$28.48	\$29.04	\$29.62
ASST ASSESSMENT COORDINATOR	\$17.83	\$18.33	\$19.81	\$22.01	\$22.44	\$22.89	\$23.34	\$23.82	\$24.29
BUS DRIVER	\$25.93	\$25.93	\$25.93	\$25.93	\$26.45	\$26.98	\$27.51	\$28.07	\$28.62
ASST DRIV TRAINER	\$21.79	\$22.29	\$24.21	\$26.90	\$27.44	\$27.99	\$28.55	\$29.12	\$29.71
BUS ATTENDANT	\$17.09	\$17.59	\$18.99	\$21.10	\$21.52	\$21.94	\$22.39	\$22.83	\$23.29
MAIL COURIER	\$17.03	\$17.53	\$18.92	\$21.02	\$21.45	\$21.87	\$22.31	\$22.75	\$23.22

Stipends

Thirty-Five cents (\$0.35) additional per hour for shifts of 12:00PM or later for Custodial Personnel
Fifty cents (\$0.50) additional per hour for SPED paraeducators above Paraeducator
Seventy five cents (\$0.75) additional per hour for Bilingual/Migrant Paraeducators above Paraeducator
One dollar (\$1.00) additional per hour for diaper, tub feeding, etc. above Paraeducator



SCHEDULE A 2025-2026
KIONA-BENTON PSE
September 1, 2025 – August 31, 2026

2025-2026	Sub	30 Day Sub	PROBATION	0-2 YRS	3-5 YRS	6-9 YRS	10-14 YRS	15-19 YRS	20+ YRS
CUSTODIAL	\$20.49	\$20.99	\$22.77	\$25.30	\$25.80	\$26.32	\$26.84	\$27.39	\$27.92
GROUNDS	\$21.82	\$22.32	\$24.25	\$26.94	\$27.49	\$28.04	\$28.60	\$29.16	\$29.75
LEAD GROUNDS/PESTICIDE	\$28.63	\$29.13	\$31.81	\$35.34	\$36.05	\$36.77	\$37.51	\$38.25	\$39.03
MAINTENANCE	\$30.99	\$31.49	\$34.43	\$38.25	\$39.03	\$39.80	\$40.60	\$41.42	\$42.24
BUS MECHANIC	\$28.13	\$28.63	\$31.26	\$34.73	\$35.43	\$36.14	\$36.87	\$37.60	\$38.35
SWING SHIFT CUSTODIAL	\$20.77	\$21.27	\$23.08	\$25.65	\$26.15	\$26.67	\$27.19	\$27.74	\$28.27
HEAD COOK	\$20.45	\$20.95	\$22.72	\$25.24	\$25.73	\$26.26	\$26.78	\$27.31	\$27.86
KITCHEN HELPER	\$17.64	\$18.14	\$19.60	\$21.78	\$22.22	\$22.66	\$23.12	\$23.57	\$24.05
PARA-EDUCATOR	\$17.71	\$18.21	\$19.68	\$21.86	\$22.30	\$22.73	\$23.19	\$23.65	\$24.13
SPED PARA-EDUCATOR	\$18.21	\$18.71	\$20.18	\$22.36	\$22.80	\$23.23	\$23.69	\$24.15	\$24.63
BILINGUAL PARA-EDUCATOR	\$18.46	\$18.96	\$20.43	\$22.61	\$23.05	\$23.48	\$23.94	\$24.40	\$24.88
LIFE SKILLS PARA-EDUCATOR	\$18.71	\$19.21	\$20.68	\$22.86	\$23.30	\$23.73	\$24.19	\$24.65	\$25.13
BEHAVIOR INTERVENTION PARA	\$18.71	\$19.21	\$20.68	\$22.86	\$23.30	\$23.73	\$24.19	\$24.65	\$25.13
SUB COORDINATOR	\$18.47	\$18.97	\$20.52	\$22.80	\$23.25	\$23.72	\$24.18	\$24.67	\$25.17
ECEAP TEACHER	\$20.57	\$21.07	\$22.85	\$25.39	\$25.91	\$26.43	\$26.94	\$27.49	\$28.04
ECEAP ASST TEACHER	\$18.34	\$18.84	\$20.38	\$22.65	\$23.11	\$23.56	\$24.03	\$24.51	\$25.00
ECEAP SUPPORT	\$18.72	\$19.22	\$20.80	\$23.12	\$23.57	\$24.04	\$24.52	\$25.01	\$25.51
SLPA	\$22.52	\$23.02	\$25.02	\$27.80	\$28.36	\$28.93	\$29.50	\$30.08	\$30.69
ASST ASSESSMENT COORDINATOR	\$18.47	\$18.97	\$20.52	\$22.80	\$23.25	\$23.72	\$24.18	\$24.67	\$25.17
BUS DRIVER	\$26.87	\$26.87	\$26.87	\$26.87	\$27.40	\$27.96	\$28.50	\$29.08	\$29.66
ASST DRIV TRAINER	\$22.57	\$23.07	\$25.08	\$27.87	\$28.42	\$29.00	\$29.58	\$30.17	\$30.78
BUS ATTENDANT	\$17.71	\$18.21	\$19.68	\$21.86	\$22.30	\$22.73	\$23.19	\$23.65	\$24.13
MAIL COURIER	\$17.64	\$18.14	\$19.60	\$21.78	\$22.22	\$22.66	\$23.12	\$23.57	\$24.05

Stipends

Thirty-Five cents (\$0.35) additional per hour for shifts of 12:00PM or later for Custodial Personnel
Fifty cents (\$0.50) additional per hour for SPED paraeducators above Paraeducator
Seventy five cents (\$0.75) additional per hour for Bilingual/Migrant Paraeducators above Paraeducator
One dollar (\$1.00) additional per hour for diaper, tub feeding, etc. above Paraeducator



ADDENDUM

* A second shift differential of thirty-five cents (\$0.35) per hour shall be paid to Custodial/Maintenance personnel for those shifts that begin at or after 12:00 Noon. When the District requests an employee work before 12:00 pm, the employee will not suffer a loss in differential pay.

** Lead Grounds position shall receive an additional twenty-five cents (\$0.25) per hour. Such increase is included on Schedule A.

*** Special Education Paraeducators shall receive an additional fifty cents (\$0.50) per hour above a regular paraeducator. Such increase is included on Schedule A.

**** Bilingual/Migrant Paraeducators shall receive an additional seventy-five cents (\$0.75) per hour above a regular paraeducator. Such increase is included on Schedule A.

***** Paraeducators who are assigned to a student who requires diapering, tube feeding or other like hygienic responsibilities shall receive an additional one dollar (\$1.00) per hour. Should a paraeducator be temporarily assigned to assist such students, the employee shall timesheet the additional time at the increased rate of pay.

IN-SERVICE AND EDUCATIONAL STEPS FOR CLASSES TAKEN AFTER SEPTEMBER 1, 1999.

- 15 Credits or 150 clock hours approved by District 1% of salary step.
- 30 Credits or 300 clock hours approved by District 1.5% of salary step.
- 60 Credits or 600 clock hours approved by District 3% of salary step.
- 90 Credits or 900 clock hours approved by District 6% of salary step.

All classes must be pre-approved by the District to qualify.