

COLLECTIVE BARGAINING AGREEMENT BETWEEN

LAKE CHELAN SCHOOL DISTRICT #129

AND

PUBLIC SCHOOL EMPLOYEES OF LAKE CHELAN

SEPTEMBER 1, 2022 - AUGUST 31, 2025



Public School Employees of Washington/SEIU Local 1948

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DECLARATION OF PRINCIPLES

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

PREAMBLE

16
17 This Agreement is made and entered into between Lake Chelan School District #129, Chelan County,
18 Washington, hereinafter called the "District" and Public School Employees of Lake Chelan, an affiliate
19 of Public School Employees of Washington/SEIU Local 1948, hereinafter called the "Association",
20 pursuant to the laws of the State of Washington.

21
22 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
23 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties
24 agree as follows:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Recognition.

25
26 The District hereby recognizes the Association as the exclusive representative of all employees in the
27 bargaining unit described in Section 1.3, and the Association recognizes the responsibility of
28 representing the interests of all such employees.

Section 1.2. Non-Represented Positions.

29
30 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties

1 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the
2 Board of Directors or Superintendent of the District pursuant to WAC 391-35-320.

3
4 **Section 1.3. Represented Positions.**

5 The bargaining unit to which this Agreement is applicable is as follows: All non-supervisory classified
6 employees performing work in the general job classification of Transportation, Food Service,
7 Maintenance/Grounds/Custodial, Educational Support, Administrative Assistant and Professional/
8 Technical. The following positions are not included in the bargaining unit: Secretary to the
9 Superintendent (1); Business Manager (1); Accounts Payable (1); Personnel/Payroll (1); Transportation
10 Supervisor (1); Food Service Supervisor (1); and Custodial/Grounds/Maintenance Supervisor (1).
11 District enrolled students' employment causes no loss of work or benefits to regular employees.

12
13 All future confidential employees will be negotiated.

14
15 **Section 1.4. Substitute Employees.**

16 Substitutes are casual employees who replace regular or temporary employees and work less than
17 twenty (20) consecutive workdays or thirty (30) cumulative workdays within the school district fiscal
18 year. Substitutes will be paid at the substitute rate of pay and will receive mandated benefits, but no
19 other contract rights.

20
21 **Section 1.4.1. Temporary Employees.**

22 Temporary employees work in positions created due to short-term, occasional staffing needs
23 for a maximum of up to one year. The need for a temporary employee may include, but not be
24 limited to serving programs with limited grant funding, overloading, or to meet needs of special
25 student populations. Temporary positions expected to be more than twenty (20) cumulative
26 workdays shall be opened and posted pursuant to Section 14.7. Short-term layoffs will not be
27 used to circumvent this section. The District shall meet with PSE to discuss situations possibly
28 requiring a waiver from these requirements. A temporary position must be communicated in
29 writing and in advance to the Association by receipt of the job posting. If the temporary
30 position is continued for a second year, the position shall be posted and filled as a permanent
31 position.

32
33 This Section does not apply to positions created by leave of absence or positions created by
34 authorized employee absence.

35
36 Permanent employees may apply for a posted temporary position and if assigned to the
37 position, the permanent employee's position shall be filled by a substitute employee. In no
38 case will more than one (1) regular employee be allowed to change positions under such
39 circumstances. A permanent employee who chooses to move to a temporary position will
40 return to his/her former position when the temporary position has expired. If a temporary
41 position is filled by a substitute employee, the employee will be considered a temporary
42 employee.

43
44 **Section 1.4.2. Custodial Substitution.**

45 By seniority, regular evening custodians shall be offered the opportunity to substitute for a day
46 shift building custodian.

1 **Section 1.4.3. Maintenance/Grounds Substitution.**

2 Custodians shall be allowed to substitute for maintenance/grounds employees. Training will
3 take place during summer or school breaks. Custodians wishing to substitute for
4 maintenance/grounds employees shall place their name on a sign-up sheet and include the
5 duties they are qualified and willing to substitute for. Before utilizing outside substitutes,
6 custodians will be called based on a rotational basis following seniority guidelines, provided
7 they have the required skill set verified with their supervisor. Employee must respond within
8 ten (10) minutes or the employer will move to the next employee on the list. If a day shift
9 custodian is utilized, Section 1.5. shall apply.

10
11
12 **ARTICLE II**

13 **RIGHTS OF THE EMPLOYER**

14
15
16
17 **Section 2.1. Management Rights.**

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

25
26 **Section 2.2. Rules and Regulations.**

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

31
32 **Section 2.3. Dress and Grooming.**

33 Employees will dress in an appropriate manner reflective of a reasonable professional standard.

34
35 **Section 2.4. Evaluations.**

36 All employees will be evaluated by their administrative supervisor at least once annually. Each
37 supervisor shall address concerns as they come up within ten (10) working days of the occurrence with
38 the employee. Shall the supervisor fail to address concerns within the ten (10) days of occurrence with
39 the employee; the concerns shall not be placed on the evaluation form. The employee and supervisor
40 will meet to discuss the evaluation. The annual evaluation will become a part of the employee's
41 permanent record. The signature of the employee does not necessarily imply that the employee agrees
42 with the contents of the evaluation. The employee has the right to attach a rebuttal of the evaluation
43 within a five (5) working day period that will be placed in the personnel file.

44 Employee evaluations shall be conducted as follows:

- 45 • New employees will be evaluated within ninety (90) workdays of hire.
- 46 • All employees who require a growth plan will be evaluated by May 1.
- 47 • School year employees will be evaluated at least one (1) week before school ends.
- 48 • Year-round employees will be evaluated no later than August 20.



1 **Section 2.5. Growth Plan.**

2 Employees with four (4) or more Needs Development or three (3) or more ineffective ratings, will
3 result in an overall ineffective evaluation and require a growth plan. These employees will be
4 evaluated no later than May 1. That employee shall be given a growth plan and then reevaluated within
5 thirty (30) workdays to determine whether or not their performance has improved to a proficient or
6 exemplary rating. In the event the expectations of the growth plan are not met, grounds for termination
7 may exist.

8
9 **Section 2.6. Mid-Year Growth Plan.**

10 If a supervisor has determined an employee would benefit from a growth plan due to not meeting
11 minimal standards on job expectations, the employee shall be given a growth plan and then reevaluated
12 within thirty (30) workdays to determine whether or not his/her performance has improved to a
13 proficient or exemplary rating. In the event the expectations of the growth plan are not met, grounds
14 for termination may exist.

15
16 **Section 2.7. First Aid/CPR/AED.**

17 If the District requires First Aid/CPR/AED as a job requirement, then time, registration and materials
18 will be district sponsored class/classes. The following staff are required to have a valid First
19 Aid/CPR/AED card: Transportation, Outside Fields Supervision, Health Room, Administrative
20 Assistants, Custodial, Career and Technical Education, Special Education/Life Skills, and Lab Science.
21 If First Aid/CPR/AED is not a job requirement, the employee may attend district sponsored
22 class/classes, at no cost to the employee. Preference to the class will be given to those staff members
23 required to have the training.

24
25
26 **ARTICLE III**

27
28 **RIGHTS OF THE EMPLOYEES**

29
30
31 **Section 3.1. Employee Protection.**

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

40
41 **Section 3.2. Personal Concerns.**

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

44
45 **Section 3.3. Right of Representation.**

46 Employees of the unit subject to this Agreement will have Association representatives or other persons
47 present at discussions between themselves and supervisors or other representatives of the District as
48 hereinafter provided unless the employee requests no Association representative to be present.



1 **Section 3.4. Labor/Management Committee.**

2 The Association will designate a Labor/Management Committee of up to four (4) members who will
3 meet with the Superintendent and the Superintendent’s representatives on a regular basis. These
4 meetings shall not be construed as negotiating sessions.

5
6 **Section 3.5. Subcontracting.**

7 The District will follow RCW 28A.400.285 regarding the use of subcontractors.

8
9 **Section 3.6. Potentially Dangerous Situations.**

10 All classified employees will be immediately notified of any known potentially dangerous situation
11 that may affect the safety of affected employee(s) or the students they supervise, e.g., etc.

12
13 **Section 3.7. Administration of Medication for Unlicensed Health Professionals.**

14 The administration of medication and ongoing health intervention to students shall normally be the
15 responsibility only of employees trained for that purpose. Ongoing training will be provided for all
16 employees assigned responsibility for the administration of medication.

17
18 Employees providing health care as provided in this section shall be held harmless for any actions
19 arising in the course of their employment.

20
21 **Section 3.8. Classified Work.**

22 Classified employees will not be expected to perform work for which they are not trained nor licensed,
23 e.g., preparing lesson plans, medical treatments, crossing guard, road safety.

24
25 **Section 3.9. Hazardous/Infectious Situations.**

26 All employees exposed to hazardous or infectious situations within the scope of their employment, to
27 include food service workers, shall be provided, at their request, immunization, or other reasonable
28 protection at District expense, e.g., Hepatitis shots and the District will reimburse the employee any
29 uncovered expense after the insurance has been billed and paid their portion. The District will pay full
30 cost if the employee does not have insurance coverage.

31
32 **Section 3.10. Prevailing Rights.**

33 All rights, benefits and privileges enjoyed by bargaining unit employees prior to this Agreement shall
34 continue in full force and effect unless specifically amended by this agreement.

35
36 **Section 3.11. Confrontational Situations.**

37 Employees are expected to use reasonable measures, as necessary to protect themselves, another
38 employee or another student from attack, physical threat, abuse, or injury, or to prevent damage to
39 District or personal property. Such reasonable measures may include seeking assistance from another
40 staff member or from law enforcement officers, as necessary. In cases of confrontational situations and
41 emergencies, the employee will call their supervisor or superintendent as soon as possible.

42
43 The District will protect and hold harmless any employee of the District from financial loss and
44 expense arising out of any claim, demand, lawsuit, or judgment by reasons of alleged negligence or
45 accidental damage to or destruction of property within or without the school building, provided such
46 employee was acting in a proper manner in the discharge of their duties within the scope of their
47 employment.



1 **Section 3.12. Harassment/Intimidation.**

2 The Parties including their representatives and members shall not harass each other. For the purposes
3 of this Agreement, the terms “harass” and “harassment” shall mean words, gestures (including
4 offensive touching) and/or other actions, which creates a hostile environment and serves no legitimate
5 professional purpose.
6

7 The District shall investigate and take appropriate action, including the possibility of disciplinary
8 action when an individual or group or individuals complains that he/she/they have been harassed
9 (including sexual harassment by a member or members of the District or Association respectively).
10 The Parties shall cooperate in conducting investigations of alleged harassment. Following the
11 investigation, the District shall produce a written report, which shall include findings and
12 recommendations.
13

14 The term “sexual harassment” shall mean deliberate verbal, visual or physical advances, including
15 touches and gestures, made within the work setting or which involve work related activities, which are
16 unwelcome by the person to whom they are intended. Such unwelcome conduct shall constitute
17 harassment when submission to the conduct:

- 18 1. Is made as term or condition of employment, or
- 19 2. Results in a denial of a promotion or other career enhancing opportunities, or
- 20 3. Interferes with work performance or otherwise creates an intimidating, hostile or abusive
21 working environment.
22

23 Reference Board Policy 3207, 5011, 6590 and Annual Employee Notification.
24

25 **Section 3.12.1. Social Media Harassment/Intimidation.**

26 The Parties acknowledge the extraordinary impact that threats and harassment through
27 electronic media has on the educational process. Offenses such as, but not limited to, harassing
28 or inappropriate email messages, websites, false electronic text messages or other technological
29 misconduct that threatened the safety and/or reputation of the employee may be charged and/or
30 disciplined in accordance with District policy and state law.
31

- 32 A. Employees are expected to follow the student disciplinary process in accordance with
33 District policy and report such incidents to a building administrator as soon as possible.
34 These offenses against employees will be considered exceptional misconduct which can
35 lead to disciplinary action up to and including long term suspension and/or expulsion
36 whenever appropriate and in accordance with student due process rights. The District
37 shall follow federal and state law when disciplining special education students.
38
- 39 B. When reported, the principal or district administrator shall follow District policy and
40 procedures when reviewing the incident and imposing any consequence. If the
41 administrator is permitted by state and/or federal regulations, they will share relevant
42 information back to the employee regarding what action, if any, has been taken.
43
- 44 C. Employees are free to exercise their personal legal rights and alternative courses of
45 action concerning cyber threats and harassment.
46

1 **Section 3.13. Employees with Previous School District Experience.**

2 Any new hire who had just previously been employed by any school district in the State of Washington
3 and is hired to perform work similar to that in which previously engaged, shall be given longevity steps in
4 the District in accordance with this Article. The District and PSE will work together in placing new
5 employees on Schedule A.

6
7 **Section 3.14. Longevity Steps.**

8 The longevity step so transferred shall be applicable to all benefits herein including Schedule A, except
9 the seniority provisions.

10
11 **Section 3.15. New Employees and Longevity Steps.**

12 The District, in consultation with the Association President, may award longevity steps on Schedule A to
13 new employees who have prior, related work experience other than Washington State School District
14 Experience.

15
16 **Section 3.16. New Employee Assignments.**

17 The employer will give notice of assignments to new employees on their first day or in extraordinary
18 circumstances not to exceed five (5) business days.

19
20 **Section 3.17. Continuing Employees.**

21 Employees will receive notification of their employment for the upcoming school year on/or before the
22 end of school year. All current employees will be given written notice of their specific building
23 assignments for the forthcoming year a week prior to school starting. Such notice shall include the
24 option to request a change of assignment.

25
26 **Section 3.17.1. Continuing Employees Building/Job Assignments.**

27 After June 15, prior to any change in assignment, the District will meet with affected
28 employees(s) and PSE Representative(s) within ten (10) business days to discuss specific
29 building/job assignments for the forthcoming year.

30
31 **Section 3.18. Changes in Job Requirements.**

32 All employees shall be provided with a written job description at the beginning of the year or on their
33 first day of employment. Whenever a new position is created or a change in an existing position,
34 results in an unclear definition of job duties and pay rates, the District or the Association will initiate
35 the process for a clear and defined description position and pay scales.

36
37 **Section 3.19. Custodians on Special Assignment.**

38 Custodians who travel to Holden shall receive one hundred-dollar (\$100.00) stipend on top of their
39 normal shift pay. Meals will be reimbursed per District policy.

40
41 **Section 3.20. Non-Discrimination.**

42 The District and the Association shall provide equal employment opportunity and treatment of all
43 applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion, and training.

44
45 **Section 3.21. Video Surveillance.**

46 Video cameras on school premises are a tool to assist the district in monitoring student and employee
47 safety. Videos will not be randomly reviewed by Administration, Supervisors or used to monitor
48 employee's performance. Videos will not be viewed by non-supervisory employees. If a recording is to

1 be viewed by authorized District personnel regarding performance, the employee and the Association
2 will be notified and afforded an opportunity to view the recording or participate in the initial viewing.
3 Video recordings will not be maintained on publicly accessible computer drives. These records will be
4 kept by the Superintendent or designee regarding the date of removal of recording(s) from the file of
5 the employee, employee name, individuals reviewing the recording and any action taken as a result of
6 the recording(s).

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. New Employee Orientation.

15 The Employer will provide the Executive Board and PSE no less than thirty (30) minutes to make a
16 presentation at the beginning of each New Employee Orientation. Employer representatives shall not
17 be present during PSE's presentation. PSE shall have the right to distribute materials, such as PSE new
18 hire packets, at the Orientation. If the meeting is conducted virtually, the Employer will provide PSE
19 with a current personal email and phone number to reach each new hire, consistent with the New Hire
20 Notification section 20.4. If there is no orientation, then as new employees are hired, the District shall
21 notify the Executive Board and PSE within ten (10) workdays so that the Association can meet for up
22 to thirty (30) minutes with the employee(s) to distribute materials.

Section 4.1.1. Notification of Employee Status Change.

25 The District shall provide notification to the Executive Board, via email, of the transfer of any
26 current employee from one (1) classification or position to another or the discharge or
27 resignation of any current employee. Such notification shall be no more than ten (10) workdays
28 from the date of the District School Board action.

Section 4.2. Employee Representation.

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

Section 4.2.1. Association Visits.

37 The District shall admit to the District property during working hours any authorized
38 representative or representatives of the Association for the purpose of ascertaining whether or
39 not this Agreement is being observed by the parties hereto and to assist in adjusting grievances.
40 This privilege shall be exercised so that no time is lost unnecessarily to the District. Such
41 Association representative(s) shall make arrangements for such visits with the immediate
42 supervisors or designated district supervisor, before entering the District premises.

Section 4.3. Notification of Discipline and Grievances.

45 The Association shall promptly be notified by the District (within two [2] working days) of any
46 disciplinary actions of any employee in the bargaining unit in accordance with the provisions of
47 Articles XIV and XX. The Association shall have an observer at hearings conducted by any District

1 official or body arising out of grievance and to make known the Association's views concerning the
2 cases unless the employee requests no Association representative be present.

3
4 **Section 4.4. Information to PSE State Membership Department.**

5 The District will provide PSE State Membership Department (membership@pseofwa.org) a monthly
6 bargaining unit employee list transmitted electronically, containing every bargaining unit employee's
7 name, hire date, classification, job title, work location, phone number, and address. The District shall
8 also submit the monthly board personnel report.

9
10 **Section 4.5. Delegating Rights/Duties to PSE Officials.**

11 The Association reserves and retains the right to delegate any right or duty contained herein, within the
12 scope of statute, to appropriate officials of the Public School Employees of Washington/SEIU Local
13 1948 State Organization.

14
15 **Section 4.6. Release Time for Association Business.**

16 The Chapter President and/or designated representative(s) will be allowed, without loss of pay to a
17 maximum of twelve (12) workdays per year for the purpose of conducting Association business or to
18 attend PSE Regional or State events. The Chapter President and/or designee shall provide the
19 Superintendent and the employee's supervisor at least five (5) workdays notice of each employee's use
20 of Association leave. No more than two (2) employees district-wide may utilize such leave on any
21 given day. The Chapter President or designee shall be able to attend emergency meetings, such as
22 discipline meetings, with no deduction from this twelve (12) day balance.

23
24 **Section 4.7. Right to Attend Association Meetings.**

25 In communication with their direct supervisor, bargaining unit members will be allowed to flex their
26 work shifts, if necessary, to attend Association meetings. All efforts will be made to contact the
27 Supervisor in advance regarding the dates/times of these meetings.

28
29 **Section 4.8. Bulletin Boards.**

30 The District shall provide a bulletin board space in each building for the use of the Association. The
31 bulletins posted by the Association are the responsibility of the officials of the Association. Each
32 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
33 bulletins may not be posted. The responsibility for prompt removal of notices from the bulletin boards
34 after they have served their purpose shall rest with the individual who posted such notices.

35
36 **Section 4.9. Use of District Facilities and Equipment.**

37 The Association shall have the right to use District facilities and equipment normally used by
38 employees, including, but not limited to computers, copiers, and all types of audio-visual equipment at
39 reasonable times outside employee's contracted time.

40
41 **Section 4.10. Use of Mail Services.**

42 The Association shall have the right to use District mail service for communication purposes, which
43 will assist the Association in carrying out its responsibilities as the bargaining representative.

44
45 **Section 4.11. Use of Internet and E-Mail Service.**

46 The Association shall have the right to use the District internet and e-mail service for communication
47 purposes. All use shall meet District technology use policies and procedures.

1 **Section 4.12. Hiring of Administrators.**

2 As part of the District’s hiring practice for administrative positions the District shall notify the
3 President of the dates and times of the interviews. The President of the Association will appoint a PSE
4 representative to participate in the hiring process.
5
6
7

8 **ARTICLE V**

9
10 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**
11

12 **Section 5.1. Mandatory Subjects.**

13 It is agreed and understood that matters appropriate for consultation and negotiation between the
14 District and the Association are hours, wages, grievance procedures and general working conditions of
15 employees in the bargaining unit subject to this Agreement. The District shall notify the Association of
16 changes in personnel practices that are of concern to employees with the unit.
17

18 **Section 5.2. Responsibility of Both Parties.**

19 It is further recognized that this Agreement does not alter the responsibility of either party to meet the
20 other party to advise, discuss or consult regarding matters concerning working conditions not covered
21 by this Agreement.
22

23 **Section 5.3. School Calendar.**

24 PSE will be given the opportunity to participate in the process of developing the school calendar each
25 year. PSE recognizes that the Lake Chelan School Board of Directors has the exclusive right to
26 approve and adopt the annual school calendar.
27
28
29

30 **ARTICLE VI**

31 **ASSOCIATION REPRESENTATION**
32
33

34 **Section 6.1. Representation of Members.**

35 The Association representatives shall represent the Association and employees in meetings with
36 officials of the District to discuss appropriate matters of mutual interest. They may receive and
37 investigate to conclusion complaints or grievances of employees and thereafter advise employees of
38 rights and procedures outlined in this Agreement and applicable regulations or directives for resolving
39 the grievance or complaints.
40

41 **Section 6.2. PSE Official Representation.**

42 Upon notification to the Superintendent’s office, visitation rights shall be granted to the designated
43 representative of the Public School Employees of Washington/SEIU Local 1948 to visit with
44 employees covered by this Agreement during working hours; provided that the discussions do not
45 interfere with the employee’s normal duties.
46
47



1 **Section 6.3. Participation in Association Business.**

2 Any classification representative of the Association who is scheduled to participate in or attend, during
3 working hours, grievance proceedings Labor/Management meetings, or negotiations with
4 representatives of the District shall have no loss of pay. Cost of substitutes, if substitutes are necessary,
5 will be borne by the District.
6
7
8

9 **ARTICLE VII**
10
11 **HOURS OF WORK**
12

13 **Section 7.1. Workweek.**

14 Each employee shall be assigned to a definite shift which shall not be changed without prior notice to
15 the employee of three (3) calendar weeks; provided, this notice may be waived by the employee.
16

17 **Section 7.2. Rest Periods/Lunch Periods. (WAC 296-126-092)**

- 18 1. Employees shall be allowed a meal period of at least thirty (30) minutes which commences no less
19 than two (2) hours nor more than five (5) hours from the beginning of the shift. Meal periods shall
20 be on the employer’s time when the employee is required by the employer to remain on duty on the
21 premises or at a prescribed work site in the interest of the employer.
22
- 23 2. No employee shall be required to work more than five (5) consecutive hours without a meal period.
24
- 25 3. Employees working three (3) or more hours longer than a normal workday shall be allowed at least
26 one (1) thirty (30) minute meal period prior to or during the overtime period.
27
- 28 4. Employees shall be allowed a rest period of not less than fifteen (15) minutes, on the employer’s
29 time, for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to
30 the midpoint of the work period. No employee shall be required to work more than three (3) hours
31 without a rest period.
32
- 33 5. Where the nature of the work allows employees to take intermittent rest periods equivalent to
34 fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.
35

36 Employees will discuss an appropriate schedule of rest periods with their supervisor.
37

38 Employees shall be allowed five (5) minutes paid transition time after lunch.
39

40 Meal periods shall be on the employer’s time when the employee is required by the employer to
41 remain on duty on the premises or at a prescribed work site in the interest of the employer.
42

43 Employees required to work through their regular lunch period will be given time to eat at a time
44 agreed upon by the employee and supervisor. In the event the District requires an employee to forego a
45 lunch period and the employee works the entire shift, including the lunch period, the employee shall be
46 compensated for the foregone lunch period at overtime rates (if over eight (8) hours).
47



1 **Section 7.3. Pay for Working Different Position.**

2 Employees requested to work a shift regularly filled by an employee in a higher paid position shall
3 receive compensation equal to that normally received by the employee in the higher paid position.
4 Any employee requested by their supervisor to work in a lower paid position will receive their regular
5 rate of pay. If an employee works thirty (30) to fifty-nine (59) minutes in a higher paid position the
6 employee shall receive a minimum of one (1) hour compensation in the higher paid position. Time
7 worked in excess of one hour in a higher paid position shall be compensated for all time worked in the
8 higher paid position.

9
10 **Section 7.3.1. Emergency Substitute Certificate.**

11 A PSE member may obtain an Emergency Substitute Certificate (ESC). The ESC allows the
12 member to be a substitute teacher in a certified position and receive substitute wages.

13 Information regarding the ESC process may be acquired from the building Administrator.

14
15 **Section 7.4. Days of Work.**

16 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
17 consecutive days of rest, Saturday, and Sunday; provided, however, the District may assign an
18 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive
19 days of rest. Twelve (12) month employees, with approval of the Superintendent or designee, may be
20 allowed to arrange their shifts to reflect non-regular shifts.

21
22 **Section 7.5. Para Educator Scheduling.**

23 The District recognizes that Para Educators have numerous duties and will discuss schedules with
24 direct supervisors (Principals) to avoid timeline conflicts of other duties. Paraeducators shall attend
25 building and district learning days as determined by the District in August and shall be allowed to
26 exchange those hours on early release days to leave with the students (shall be an hour for hour
27 exchange). Employees that work shortened schedules will work with their principals to determine an
28 acceptable time exchange for their participation in the building and district learning days. If it is
29 determined that the employee is unable to exchange the building and district learning hours for early
30 release, the employee shall submit the time for payment of time worked. Bi-lingual paraeducators
31 asked to support translation services during Parent/Teacher Conferences will be compensated.

32
33 **Section 7.5.1. Planning/Prep Time.**

34 The District recognizes that time to complete duties is critical for optimal job performance, in
35 particular Para Educators assigned to assist certified teachers. Teachers with assigned Para
36 Educators will provide time to prep within the Para Educators schedule to allow them to
37 prepare for instructional activities. Para Educators are encouraged to discuss with their
38 supervising teacher(s) and or principal any concerns.

39
40 Work schedules for Para Educators shall include the following:

- 41 A. Passing time between classes or other duties.
- 42 B. Allowance for transition from one duty to another (example: transitioning from
43 classroom to playground).
- 44 C. Coordination between Para Educators and their supervising teacher shall be done on
45 duty time, not during lunch or rest periods. Para Educators shall be allowed up to
46 fifteen (15) minutes daily to read and answer job related emails.
- 47 D. Teaching staff will share their classroom lessons plans with Paras prior to class. Paras
48 will be given a reasonable amount of time to review the material.

1 **Section 7.5.2. Special Education High Needs Paraeducator Pre K-12.**

2 Special education high needs paraeducators work with students with severe behavior needs,
3 support functional behavioral assessment, progress monitoring, and behavioral interventions.
4 Special Education High Needs Paraeducators also support students requiring toileting, diaper
5 changing, bathing, catheterization, feeding or any new State Statutes and Regulations. Special
6 education high needs paraeducators shall be placed at the Special Education salary level on
7 Schedule A.

8
9 **Section 7.5.2.1. Para Educators IEP Attendance.**

10 If a student has an IEP or 504 Plan, the para-educator(s) working with that student or
11 the bus driver transporting the student, will be able to attend IEP or 504 Plan meetings.
12 If the employee is unable to attend, information will be provided to them.

13
14 Paras attending IEP meetings shall be paid for the meeting time.

15
16 **Section 7.5.2.2. Special Education High Needs Paraeducator.**

17 General Paraeducators work with students in classrooms or with small groups outside the
18 classroom under the direction of a certificated employee, or in other duties as assigned per
19 job description. Specific Paraeducator duties which will be compensated above the general
20 Paraeducator rate:

- 21 1. Para Educator (SPED-High needs/intensive support)
- 22 A. Paraeducators assigned to assist students who require behavioral support as
23 required in an IEP.
- 24 2. Paraeducator (High Needs)
- 25 A. Health Related.
- 26 i. Paraeducators assigned to assist students who require physical or
27 medical assistance.
- 28 ii. These needs may include but are not limited to feeding tubes, oral
29 feeding, toileting, and diapering.
- 30 iii. Para's will be trained in proper one and two person lifting
31 techniques when necessary.

32
33 **Section 7.5.3. Paraeducator Schedules.**

34 Paraeducator schedules will be determined by administration with the exception of the Life Skills
35 classroom, in this case the Case Manager will schedule the paraeducator. If student needs dictate a
36 change in staffing, administration is responsible for notifying employees regarding the necessary
37 Paraeducator duty/schedule changes. A minimum of forty-eight (48) hours notification is required
38 prior to duty/schedules being changed in these instances unless the employee agrees to an earlier
39 change.

40
41 **Section 7.5.3.1. Paraeducator Schedules and Rate of Pay.**

42 Should Paraeducator's schedule change, those Paraeducators will receive notification of
43 hours they will be assigned in each duty type and rate of pay for each duty type from the
44 payroll office within ten (10) workdays of said changes.

45
46 **Section 7.5.3.2. SPED Transportation.**

47 Paraeducators assigned to daily SPED transportation duty (excluding field trips, etc.) will
48 receive high needs rate of pay for the means of transportation.

1 **Section 7.5.4. Paraeducator Responsibilities.**

2 The State of Washington and the Paraeducator Professional Educator Standards Board (PESB)
3 determined that all paraeducators must begin a formal certification. This applies to classified
4 public school or school district employees who work under the supervision of a certificated or
5 licensed staff member, from grades Kindergarten to Grade 12, to support and assist in
6 providing instructional and other services to students and their families. All paraeducators in
7 the bargaining unit are subject to this certification process.

8
9 **District Responsibilities:**

- 10 1. Provide two (2) days (fourteen [14] hours) of training to meet the requirements of PESB in
11 the Fundamental Course of Study (FCS)/General Paraeducator Certificate for all current
12 employees in addition to current contracted time.
- 13 2. Provide four (4) days (twenty-eight [28] hours) of training for new hires, within the first
14 year of employment, to meet the requirements of PESB in the Fundamental Course of
15 Study (FCS).
- 16 3. Provide training multiple times throughout the school year, to include but not limited to,
17 early release days, professional days, and during conferences.
- 18 4. Assume all associated costs in obtaining these certificates, such as but not limited to, a PD
19 enroller software and ESD clock hour costs.
- 20 5. Maintain clock hour records.
- 21 6. Develop a training calendar with opportunities for make-up sessions.
- 22 7. Clearly communicate to paraeducators when trainings will be offered.
- 23 8. Prioritize in-person instruction, or synchronous online instruction. Provide asynchronous
24 learning options for those staff seeking an accelerated program.

25
26 **Paraeducator Responsibilities:**

- 27 1. Register for and participate in courses provided by the District.
- 28 2. Maintain records of training, including course completion certificates.
- 29 3. Use the e-certification system to enter the completion of the Paraeducator Certificates. (No
30 information is entered into e-cert until the FCS is completed, i.e., all twenty-eight [28]
31 hours.)
- 32 4. Complete fourteen (14) hours of district provided training each year towards the
33 Paraeducator Certificates.
- 34 5. The district will make every effort to provide multiple opportunities for training but
35 acknowledge that extenuating circumstances might limit a paraeducator's ability to attend
36 training. The district and PSE will address these issues on a case-by-case basis.

37
38 If there are any legislature impacts to the paraeducator training or the completion of the
39 Paraeducator Certificates, the District and PSE agree to bargain the legislative impact. Should
40 the State discontinue funding for paraeducator certification, the District will continue to fund
41 professional development.

42
43 **Section 7.6. School Closures.**

44 In the event of an unusual school closure due to inclement weather, plant in-operation or the like, the
45 District will make every effort to notify each employee to refrain from coming to work. Employees
46 reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a
47 closure; provided, however, no employee shall be entitled to any such compensation in the event he
48 has been actually notified by the District of the closure prior to leaving home for work.

1 **Section 7.6.1. Emergency School Closure.**

2 If schools are closed because of an epidemic, pandemic, natural disaster, or other state of
3 emergency(s), the District will confer with PSE to address the impact of the closure on wages,
4 hours and working conditions.

5
6 **Section 7.6.2. Shelter in Place Order.**

7 Should the state order a “shelter in place”, the District and PSE agree to mutually work together
8 to address impact on wages, hours and working conditions.

9
10 **Section 7.7. Training Meetings.**

11 When employees are required by the District to attend meetings within the District for the purpose of
12 orientation and/or training, said employees shall receive their regular rate of pay. Employees sent out
13 of town for training shall receive a maximum of their normally scheduled work hours during any
14 workday within the normal workweek. Travel time going to and returning from conferences shall be
15 considered as a part of that normally scheduled workday.

16
17 **Section 7.8. Building Safety Committee.**

18 The Association shall be entitled to a representative from each building on the District’s safety
19 committee that does not result in overtime.

20
21
22
23 **ARTICLE VIII**

24
25 **TRANSPORTATION**

26
27 **Section 8.1. Bus Driver Hours.**

28 Drivers will receive continuous regular pay when the time between the end of one route and the
29 beginning of another route is twenty (20) minutes or less. Drivers will receive regular pay for all time
30 over thirty (30) minutes past regular return time to bus garage, retroactive to return time.

31
32 **Section 8.2. Bus Driver Shifts.**

33 Recognizing that personnel in the transportation unit present special shift problems, the parties agree
34 that shifts shall be established in that unit in relation to routes requisite to fulfilling tasks assigned by
35 the supervisor of transportation. Provided, however, that the drivers shall receive thirty (30) minutes
36 pre-trip/post-trip per route for the purpose of bus cleanup, warm-up, refueling and other job-related
37 duties in addition to the actual hours of driving time.

38
39 Drivers will be compensated at their regular rate for student discipline issues the driver is required to
40 deal with, that go beyond the normal shift. Minimum time for a combined regular a.m. and p.m. run is
41 three (3) hours, including pre-trip and post-trip. If actual driving time, including pre/post trip falls
42 below three (3) hours during the school year, the district reserves the right to assign other duties within
43 the transportation department.

44
45 All trips other than regular scheduled daily bus runs shall be compensated as per Schedule A of the
46 Agreement for the duration of the trip, except overnight trips, which will be compensated per Section
47 8.4.5. of this Agreement. Drivers shall be notified of an extra trip no later than twenty-four (24) hours
48 prior to its departure, except as provided in Section 8.4.4.



1 **Section 8.2.1. Alternative Transportation Rule.**

2 When a trip involves a group of fifteen (15) or more students, the group will be transported by
3 school bus. When a trip involves a group of fourteen (14) or fewer students a District Van can
4 be used. In the event a Coach or Advisor is unable or unwilling to be the driver of the van, the
5 trip will be assigned to the transportation department. The trip will be considered an Extra Trip
6 and compensated as such.
7

8 **Section 8.2.2. Bus Driver Guaranteed Pay.**

9 In the event a driver is required to come into the work site, they will be guaranteed two (2)
10 hours of pay for trips, portions of trips, or other duties.
11

12 **Section 8.2.3. Alternative Transportation Rule.**

13 If vehicles other than District owned, need to be used to transport students, the Transportation
14 Supervisor, Bus Driver Representative, Athletic Director, and or Principal, and Chapter
15 President will review all requests and approve or disapprove. If mutual agreement cannot be
16 reached the request will be denied.
17

18 **Section 8.3. Extra Trip Expenses.**

19 Transportation personnel shall be reimbursed for extra trip expenses as follows:

- 20 1. Lodging expenses, when required. Drivers will not be expected to share rooms with other trip
21 participants. Room arrangements will be made by the District.
- 22 2. Meal expenses will be reimbursed at the rates established for the State of Washington (OFM
23 Schedule).
24

25 **Section 8.4. Driver Seniority List.**

26 A list, ranking route drivers by seniority, will be prepared, and posted at the start of each school year.
27 This list will be used with reference to extra trip assignments and the offering of regular driving
28 positions as positions are vacated or created. By seniority, routes will be posted two (2) weeks before
29 in-service on the board in the transportation office. Routes will be pulled at in-service. A one-half (1/2)
30 hour or more change on routes shall be rebid.
31

32 **Section 8.4.1. Extra Trip Classifications.**

33 Extracurricular trips and classroom field trip outings shall be considered as equals. However,
34 there will be established four (4) extra trip assignment lists. The first list will be for the
35 assignment of trips determined by the supervisor to be within a thirteen (13) mile boundary of
36 the Dan Gordon Bridge in Chelan, referred to as “short trips”. The second list will be for trips
37 determined by the supervisor to be outside the thirteen (13) mile boundary and are referred to
38 as “roster trips”. The third list will be for emergency trips of twenty-four (24) hours’ notice or
39 less. The fourth list will be for overnight trips. Drivers must have one (1) year of driving
40 experience or as determined by the Transportation Supervisor to qualify for placement.
41 Overnight trips will be continuous from year to year. The person who is up for the next
42 overnight trip at the close of the school year will be first on the list at the beginning of the next
43 contract year.
44

45 After the start of the school year, but prior to September 15, the drivers will meet with the
46 transportation supervisor to approve the rotation list. The Short Trip, Roster Trips and
47 Emergency Trips are reset annually based on seniority.
48



1 **Section 8.4.2. Extra Trip Driver Seniority Rotation.**

2 Assignment of trips to drivers will be on a rotating order based on the seniority list outlined in
3 Section 8.4. As a driver is assigned and completes a trip, that driver effectively moves to the
4 bottom of the order for that rotation.
5

6 **Section 8.4.3. Regular Driver Rotating Roster Operation Rules.**

7 All rosters, short trips, emergency trips, and overnight assignments will be governed under the
8 Rotating Roster Operation Rules. (See Section 8.5. Bus Driver’s Overtime for restrictions)

- 9 1. If not, all buses are needed for the requested multiple bus trip, the last number assigned
10 to the trip will return. That driver will receive the two (2) hour minimum.
11
- 12 2. Each rotating roster shall be established at the beginning of each school year and shall
13 be in order of hire date except the Overnight Trips. Each signed up driver is listed by
14 seniority in each of the categories (rosters, short trips, and emergency trips) at the start
15 of the school year. Trip requests are arranged by date and departure time in their
16 category as they are received. Trips are posted one (1) to two (2) weeks prior to the trip
17 date when possible. Each trip is issued a post and pull date. Each driver is responsible
18 for checking the trip postings each day and signing the desired trips. Trips will be
19 assigned on Thursday by the transportation supervisor for the next week’s trips.
20 Rotation of the board is once a week or as needed.
21
- 22 3. If a driver misses an assignment in a category, their pin will be tagged and placed to the
23 bottom for a period of fifteen (15) working days and will not be in the normal rotation
24 during that time. At the completion of the fifteenth (15th) working day the driver’s pin
25 will resume rotation from the bottom of the category. The driver will be allowed to
26 complete any trips already assigned to them in other categories during this time. The
27 penalty will not apply to the other categories unless there has been a missed trip in
28 another category.
29
- 30 4. If a driver cannot do the trip that has been assigned to them and turns the trip back in,
31 their pin will be rotated to the bottom of the category. The trip will then be offered to
32 the #2 driver and down the list until the trip is accepted. In the event none of the drivers
33 listed on the assigned trip are available:
34 A. Under twenty-four (24) hours, the trip will be placed in the emergency category.
35 B. More than twenty-four (24) hours before the trip departure time, the trip will be
36 reposted and reassigned.
37

38 If changes occur on a posted trip, or a new trip is posted, the transportation office will
39 flag the trip. It is the driver’s responsibility to check all the additions and or changes
40 that could affect them by 4:00 PM the day before the assignments are made.
41

42 If a change of more than one (1) hour (up or down) comes in on an already assigned
43 trip, the driver will be asked if they want to keep the trip. Changes may also include
44 dates, departure time, etc. If the driver denies the trip, the trip will then be offered to the
45 second driver(s) and on down the line until it has been accepted. The original driver’s
46 pin will remain in place and turned back to color.
47



- 1 5. The rotating roster operation rules will apply to non-school day(s): On a non-school
2 day, if a mistake occurs i.e., time and/or date, with an assigned trip, the driver(s)
3 currently assigned will keep the trip if it can be completed during the non-school day
4 time period for that work week. If the trip has been rescheduled for a school day, the
5 trip needs to be turned back in and will follow normal posting and assignment protocol
6 in this section. (Drivers MUST call the Administrator in Charge. Non-School Day Sat.
7 and Sun.)
8
- 9 6. Overnight trips will be assigned no more than ten (10) days prior to the departure date.
10 Overnight trips will not be placed in the emergency category if received less than
11 twenty-four (24) hours prior to the departure time. If the overnight trip is turned in by
12 the assigned driver, the trip will be offered to the next person on the perpetual overnight
13 trip list until it is accepted.
14
- 15 7. The Administrator in Charge will make the final decision as to who will drive when, in
16 the Administrator's judgment, safety or potential problems are inherent in the trip. The
17 Administrator will give written notice to any driver who is passed over as to the
18 reason(s) for passing him/her over. The driver's pin will remain in place and will not
19 drop to the bottom of the category.
20
- 21 8. There shall be no trading of assigned trips.
22
- 23 9. Drivers shall not forfeit a portion of their regular daily route assignments during the
24 work week in order to qualify for extra trips (except for the portion that conflicts with
25 the trip itself.) Contractually approved leaves are excluded from the provision.
26

27 **Section 8.4.4. Emergencies.**

28 Emergencies are defined as any run that requires an immediate action or reaction and occurs on
29 a school day, during business hours. Any driver(s) may be called upon to drive the emergency
30 run, subsequently causing their pin to be rotated to the bottom of the emergency category. (Not
31 related to Emergency Trips)
32

33 Intent: There are students waiting; has to be filled right now. Business hours are generally
34 defined as 6:30 AM to 5:00 PM.
35

36 **Section 8.4.5. Out of Town Rules.**

37 Drivers shall be paid for all time driving, supervising, or standing by on overnight trips, until
38 they are released by the coach or supervisor of the group/activity being transported. The
39 driver(s) will keep a log of the time spent on the clock.
40

41 The coach or supervisor shall have the choice to release a driver from duty for a specific time
42 period but shall be limited to one (1) time per day. On overnight trips where there is little, or no
43 drive time involved, the driver shall receive a minimum of four (4) hours per day.
44

45 Coaches or Supervisors will make every effort to submit an itinerary for all overnight travel at
46 least four (4) business days prior to the departure date.
47
48

1 On out-of-town overnight trips the following definition will be observed:

- 2 1. Layover Time – The driver has parked the bus for the day and is free of responsibility for
3 the bus as per notification by the person in charge of the group being transported.
4 Layover time is driver’s free time and is not compensated.
5
- 6 2. Release from Duty During the Day – Release of the driver may be for no fewer than two
7 (2) hours or more than eight (8) hours per day and will only be allowed one (1) time per
8 day. Drivers will go back on the clock if the span of the released time exceeds eight (8)
9 hours and will be considered as Waiting to be Engaged.
10
- 11 3. Release Notification – Clear directive given to driver that services are not needed for
12 specific time frame, whether this is for layover time or release from duty for a determined
13 number of hours. If called back into service during their free time, driver shall return to
14 pay status with no interruption from time of release notification (Engaged status).
15

16 Intent:

17 *Layover Time* – Is at the end of the day when the driver is not called back until the next day.
18

19 *Engaged* – Day starts from the first time the driver(s) is asked to be ready until the end of the
20 day, unless otherwise released in accordance with #2 above.
21

22 **Section 8.4.6. Canceled Trips.**

23 If any scheduled trip is canceled, the District shall make every effort to notify the designated
24 driver of the cancellation. Should the driver report for work and discover the trip canceled, the
25 driver shall receive two (2) hours pay at the appropriate rate. Where cancellation possibilities
26 are posted, drivers have the responsibility to check the trip status prior to reporting for work. If
27 any scheduled trip is cancelled after the trip has started, the driver will receive a minimum of
28 two (2) hours pay and their pin will remain in place in the roster category.
29

30 **Section 8.4.7. Summer Routes.**

31 Senior drivers shall have first choice for the summer route they want. The drivers shall number
32 their choices and the Administrator in Charge shall ask the driver’s, by seniority, which route
33 they want. Routes will be out for the drivers to review at least two (2) days in advance.
34

35 **Section 8.4.8. Regular Bus Drivers – Driving as Substitutes.**

36 When a driver is not available for their regular route, that route will first be offered to a regular
37 driver. As of noon, the day before if no regular route driver has signed up for the substitute
38 assignment it will be assigned to a substitute driver (casual employee).
39

40 In the absence of a regular driver, another regular driver may substitute as long as the new
41 assignment does not interfere with his/her regular assigned duties and the additional hours do
42 not create an overtime situation.
43

44 When a driver is not available for their regular route and less than two (2) hour notice is given
45 to the transportation department, a substitute (casual employee) may be called to fill the regular
46 driver’s route.
47

48 Regular drivers, who are substituting, will be paid at their regular rate of pay.

1 The seniority list as described in Section 8.4. of the PSE contract will be followed when using
2 regular drivers as substitutes. The transportation supervisor or assignee will start at the top of
3 the seniority list for each occasion a substitute is needed.
4

5 **Section 8.4.9. Trip Board Coordinator.**

6 A Trip Board Coordinator, selected by the Transportation Supervisor, in consultation with bus
7 drivers, shall assign trips from the trip board. If the trip board coordinator is not available to
8 assign trips, the PSE Bus Representative or designee shall assign the trips. The trip board
9 coordinator shall receive a wage assignment of thirty (30) minutes or time worked, whichever
10 is greater, per week at their regular pay rate.
11

12 **Section 8.5. Bus Driver Overtime.**

13 If a driver is not in an overtime situation based on their weekly hours, the driver is eligible for the trip.
14 Once a driver is in an overtime situation with maximum hours capped at forty-five (45) hours per
15 week, the driver is not eligible for trips for the rest of the work week (Monday through Sunday). Both
16 the Supervisor and driver shall track the driver's hours for the week. If there is no other driver (either
17 regular or substitute) available, this section shall be waived to allow the driver to take the trip and
18 receive the overtime.
19

20 Process for calculating bus driver overtime eligibility:

- 21 • Contracted hours for the week (including any extra time i.e., driver's meeting, shuttles, etc.).
- 22 • Minus time not driven because of a trip.
- 23 • Available hours left for the week, capped at forty-five (45) hours.
- 24 • Example: Thirty-seven (37) contracted hours, plus one (1) hour driver's meeting = thirty-eight
25 (38) hours, minus two (2) hours not driven because of a trip = thirty-six (36) hours. This leaves
26 a driver nine (9) hours to apply towards a trip, capping maximum hours for the week at forty-
27 five (45).
28

29 **Section 8.6. Bus Driver Drug and Alcohol Testing.**

30 Except as provided in this Agreement, the District will implement mandatory bus driver drug/alcohol
31 testing per DOT regulations and statutes.

32 A. General.

- 33 1. All testing will be performed by a state approved drug and alcohol testing facility and
34 results maintained by the state approved testing facility for the District.
- 35 2. All discharges for drug/alcohol testing will be subject to the just cause and grievance
36 provisions of this Agreement.

37 B. Records Retention and Confidentiality.

- 38 1. All results and assistance will be held strictly confidential.
- 39 2. Each employee shall receive a copy of his/her results(s).
40

41 **Section 8.7. Physical Capabilities.**

42 Physical capability evaluations shall be provided by WAC 180.20.
43

44 **Section 8.8. Use of Recording Devices.**

45 Video cameras on school buses are a tool to assist the driver in monitoring students on the bus. All
46 buses where cameras are utilized shall have signs notifying riders that video cameras may be in use. It
47 is understood that bus video recordings are subject to disclosure as public records and as such may be
48 viewed by anyone at any time and may be used like any other evidence in cases involving safety

1 concerns or employee discipline. However, bus videos shall not be reviewed randomly by supervisors
2 or used to monitor employee performance except in response to a specific concern regarding the
3 employee, or with prior approval of the employee and the Association. If a recording is viewed by
4 authorized District personnel, the assigned bus driver depicted will be notified and afforded an
5 opportunity to view the relevant portion of the recording or participate in the initial viewing.
6

7 Records will be kept by the Transportation Department regarding date of removal of recording(s) from
8 the bus, bus number, driver name, Transportation Supervisor, individuals viewing the recordings, and
9 action taken as a result of the viewing. The video recording will be pulled and logged by the bus
10 mechanic upon request of the driver or the Transportation Supervisor. Any time a video recording is to
11 be used to support employee discipline action; the recording shall be kept on file for as long as deemed
12 necessary by the District.
13

14 **Section 8.8.1. Global Positioning Systems.**

15 The use of Global Positioning Systems (GPS) is utilized in the Lake Chelan School District to
16 assist with route information, emergency response and operational data. GPS will not be used
17 for the purpose of employee discipline except as part of an investigation into allegations of
18 misconduct or allegations of safety infractions.
19

20 **Section 8.9. Granting of Personal and Unpaid Leave.**

21 No more than two (2) full time drivers will be granted personal or unpaid leave on the same day. Leave
22 will be granted on a first come-first serve basis.
23
24
25

26 **ARTICLE IX**

27 **OVERTIME / DIFFERENTIAL PAY**

28
29
30 **Section 9.1. Assignment of Overtime.**

31 Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter
32 provided. In the assignment of overtime, the District agrees to provide the employee with as much
33 advance notice as practicable in the circumstances. Normally the employee designated to work
34 overtime on days outside his/her workweek will be advised of the possibility no later than twenty-four
35 (24) hours prior to the end of the last shift before the overtime commences, with the exception of
36 Custodians, Section 9.1.1.
37

38 **Section 9.1.1. Custodial Overtime.**

39 Custodial overtime assignments shall be distributed on a rotating list based on seniority. A
40 custodial seniority list will be made and posted by the Supervisor. Upon request, individual
41 custodians will be provided a copy of current overtime assignments and custodian seniority list.
42 As a custodian accepts an overtime assignment, the custodian will move to the bottom of the
43 list and the next employee moves to the top of the list. If a custodian elects to pass on an
44 overtime assignment that counts as the employee's turn, and they move to the bottom of the list
45 and the next employee moves up to the top of the list.
46



1 **Section 9.1.2. Substitute, Temporary and Seasonal Overtime.**

2 Overtime shall first be offered to bargaining unit employees first before substitutes, temporary
3 and/or seasonal workers.

4
5 **Section 9.2. Overtime Compensation.**

6 All hours in excess of forty (40) hours per week shall be compensated at the rate of one and one-half
7 (1½) times the employee’s regular pay. Holiday, vacation, and other approved leave hours will be
8 considered hours worked for the purposes of the computation of overtime.

9
10 **Section 9.3. Employee Call-Back.**

11 Employees called back on a regular workday or called on Saturday or Sunday or held over for an
12 unscheduled meeting or additional duties, shall receive two (2) hours pay at the appropriate rate or
13 shall receive four (4) hours pay if two to four (2-4) hours are worked and shall receive the actual
14 number of hours of pay for work over four (4) hours. Appropriate rate of pay, breaks and lunch period
15 will be used.

16
17 **Section 9.4. Compensatory Time.**

18 An employee may, at his/her option, select compensatory (comp) time in lieu of regular time or
19 overtime compensation. If comp time is selected, there must be a reasonable expectation that the
20 employee will be provided an opportunity to use the accrued time. Comp time shall accrue at time and
21 one-half for all hours over forty (40) per week. All comp time and/or overtime must be approved in
22 advance by the immediate supervisor. Comp time shall not be used for sick leave. Use of comp time
23 must be pre-arranged with the supervisor or building administrator or program director and shall be
24 used by the end of the month the comp time was earned. If the employee is unable to use the earned
25 comp time, the employee shall turn in the necessary paperwork to receive the overtime compensation.

26
27 **Section 9.5. Flex Time.**

28 Employees may request flex time, which allows an employee to trade time in one’s schedule. The flex
29 time must occur within the school year of the request. Flex time does not include the trading of
30 hours/time between employees. If an employee works forty (40) hours in a week, the employee should
31 avoid overtime by using flex hours within the same week. All flex time must be preapproved by the
32 employee’s supervisor or building administrator.

33
34 **Section 9.6. Differential Pay.**

35 1. **Split Shift Differential:** Employees required to work a split shift shall receive twenty-five cents
36 (\$0.25) per hour differential pay for hours worked.

37
38 A. All Custodians/Maintenance employees are automatically on the Overtime Desired List
39 (ODL) to be called first by the employees assigned property, then a seniority list on
40 continuous rotation for events or snowplowing. Employees will be called/text, they must
41 respond within ten (10) minutes, or the employer will move to the next employee on the
42 list.

43
44 B. If any Custodians/Maintenance employee does not wish to be on this list, they will need to
45 remove their own name.



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ARTICLE X

HOLIDAYS

Section 10.1. Paid Holidays.

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

- | | |
|---------------------------|---|
| 1. New Year’s Day | 8. Veterans Day |
| 2. Presidents’ Day | 9. Thanksgiving Day |
| 3. Martin Luther King Day | 10. Day after Thanksgiving/Native American Heritage Day |
| 4. Memorial Day | 11. Day before Christmas |
| 5. Juneteenth | 12. Christmas Day |
| 6. Independence Day | 13. Day after Christmas (<i>year around employees only</i>) |
| 7. Labor Day | 14. New Year’s Eve Day |

Section 10.1.1. Day Prior to Thanksgiving.

For the 2020-2021 and the 2021-2022 school years, the day prior to Thanksgiving is a non-school day. School term employees will have it off without pay.

Section 10.2. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked both his last scheduled shift preceding the holiday and his first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness he was unable to work on either of such shifts, and the absence previous to such holiday by reason of such illness has not been longer than thirty (30) regular workdays.

Section 10.3. Worked Holidays.

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, plus one and one-half (1½) their base rate for all hours worked on such holidays.

Section 10.4. Holidays during Vacation.

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

Section 10.5. Time Off Over 260 Workdays.

Full time employees will receive an unpaid floating day(s) for calendar years that exceed two hundred sixty (260) days. If there is one day that exceeds two hundred sixty (260) days, this one day shall be taken off in conjunction with the Independence Day holiday (prior to, or after the holiday). Any days over two hundred sixty-one (261) will be taken at the discretion of the employee on any day that school is not in session and will be approved at least one (1) week in advance by the immediate supervisor.

Section 10.6. Unpaid Holiday for Religion or Conscience.

Employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee may select the days on which the employee desires to take the two (2)



1 unpaid holidays after consultation with their supervisor pursuant to the procedure below. If an
2 employee elects to take the two (2) unpaid holidays on specific days for any of the above reasons, the
3 employer must allow the employee to do so unless the employee's absence would impose an undue
4 hardship on the employer.

5
6 Employees will submit an "Leave without pay" request to their immediate supervisor five (5)
7 workdays in advance of the requested unpaid holiday. No more than two (2) employees per
8 worksite/building may be absent for an unpaid holiday on any given day.

9
10 The following restrictions shall apply:

- 11 1. Shall not be used the two weeks prior to school starting, the first two (2) weeks of school or the
12 last two weeks of school.
- 13 2. Shall not be used to extend vacations, breaks, or holidays.
- 14 3. As vacation days.
- 15 4. To shorten the employee's contracted time.

16
17 However, an employee may submit a written request to the Superintendent for unpaid holiday which
18 falls in conjunction with #1, #2 or #4 if the reason of faith or conscience is so scheduled. The decision
19 to grant a request for unpaid holiday time for #1, #2, or #4 will be at the sole discretion of the
20 Superintendent.

21
22
23 **ARTICLE XI**

24
25 **SICK LEAVE, BEREAVEMENT LEAVE, PERSONAL LEAVE**

26
27 **Section 11.1. Sick Leave.**

28 Each employee shall accumulate sick leave each year in accordance with RCW 28A.400.300. Sick
29 leave shall be vested when earned and may be accumulated in accordance with RCW 28A.400.300.
30 The employees shall be entitled to the projected number of days of sick leave at the beginning of the
31 school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the
32 employee's normal daily work shift; provided however, that should an employee's normal work shift
33 increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be
34 paid in accordance with his normal daily work shift at the time the sick leave is taken, and the
35 accumulated benefits will be expended on an hourly rather than a daily basis.

36
37 Sick leave is defined to cover:

38 Illness includes infectious diseases, illness, or injury of employee or immediate family, which
39 incapacitates or prevents the employee from working or which might endanger the health of
40 students or staff. Shall also include medical, dental or vision appointments.

41
42 Whenever possible, medical, dental or vision appointments are to be made outside of the regular
43 workday.

44
45 Employees, upon finding it necessary to be absent from their assigned duties by reason of illness,
46 injury, or appointments, shall notify their immediate supervisor as early as possible. For planned
47 surgeries or anticipated disablements, the affected employee shall notify their immediate supervisor if
48 at all possible thirty (30) days prior to the surgery or disablement.



1 The immediate family for this section is defined as child (natural, adopted, foster care, whether in the
2 home or not), stepchildren, or a child to whom the employee stands in loco parentis, is a legal guardian
3 or is a de facto parent, regardless of age or dependency status, spouse, domestic partner, parent,
4 stepparent, surrogate parent, grandparent, grandchild, or sibling.

5
6 An employee returning to work with a doctor excuse to work “light duty” shall, when possible, within
7 the same job classification have reasonable accommodations provided by the District.

8 9 **Section 11.2. Emergency Leave.**

10 Each employee shall be granted a total of five (5) days per contract year for emergency leave.
11 Emergency leave shall not accumulate from year to year but when used shall be deducted from sick
12 leave accumulated. The following categories define emergency leave:

- 13
14 1. **Family Illness.** Leave for family illness shall be granted in cases of serious illness or injury
15 involving members of the immediate family (immediate family will include spouse, significant
16 other, child, mother, father, mother-in-law, father-in-law, brother or sister, grandmother,
17 grandfather or grandchild).
- 18
19 2. **Unusual Cases.** Leave may be granted with pay in emergency cases when circumstances are
20 clearly unavoidable and extreme hardship is evident. Such leave shall be restricted to three (3)
21 days per year per employee. This leave must be approved in advance by the Superintendent. If
22 advanced notice to the Superintendent is not possible the employee will notify the
23 Superintendent as soon as is practicable.

24
25 The administration may, in cases where there is extreme hardship, extend the emergency leave beyond
26 the number of days hereinbefore set forth. In such cases full salary shall accrue for the first three (3)
27 days of such extended leave and thereafter the authorized emergency leave shall be without pay.

28 29 **Section 11.3. Personal Leave.**

30 Each school year each employee covered by this Agreement shall be entitled to three (3) days leave
31 with pay for personal reasons. Additional non-compensated days may be granted at the discretion of
32 the Superintendent. The following conditions must be fulfilled:

- 33
34 1. A request for personal leave must be made at least one week in advance to the Building or
35 Program Administrator. Exceptions to this will be handled on an individual basis by the
36 Superintendent.
- 37
38 2. Employees that have unused personal leave may request to cash out up to three (3) days at the
39 conclusion of their work year and/or carry over up to two (2) days to the next school year for a
40 maximum of five (5) personal leave days in any given year.
- 41
42 3. Granting of personal leave is dependent upon the availability of a substitute when necessary to
43 maintain existing programs.

44 45 **Section 11.4. Maternity Leave. (For Employees Not Qualifying for FMLA)**

46 An employee requesting maternity leave shall give written notice to the District at least thirty (30) days
47 prior to the commencement of said leave. The written request for maternity leave shall include a

1 statement as to the expected date of return to employment, and within thirty (30) days after childbirth
2 the employee shall inform the District of the specific day when she will return to work.

3
4 Maternity leave shall be considered as sick leave. Employees shall be eligible for pay only to the extent
5 that sick leave has accrued to the individual and to the extent that need for such leave is documented,
6 in good faith, by a physician. Extended leave beyond that required by a physician will not be allowed.

7
8 **Section 11.5. Paternity/Co-Parent Leave. (For Employees Not Qualifying for FMLA)**

9 Following the birth of a child, the District shall grant a total of ten (10) days paternity leave. Such
10 leave may be deducted from the employee's sick leave balance unless the employee chooses to take
11 leave without pay. If the employee exhausted their sick leave balance, the hours will be leave without
12 pay. Employees requesting paternity leave shall notify the District as early as possible prior to the
13 beginning of the leave and shall indicate the expected date of return at the time the leave is requested.

14
15 Employees may also use Section 11.9, to preserve up to forty (40) hours accrued sick leave before
16 going on a leave without pay.

17
18 **Section 11.6. Judicial Leave.**

19 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
20 as a codefendant with the District, such employee shall receive a normal day's pay for each day of
21 required presence in court. Any expense reimbursement received by a staff member for jury duty
22 performed on a contract day shall be retained by the staff member. In the event that an employee is a
23 party in a court action, such employee may request the appropriate leave (vacation, personal leave or
24 leave of absence).

25
26 **Section 11.7. Sick Leave Cash Out.**

27 At the time of separation from school District employment an eligible employee or the employee's
28 estate shall receive remuneration at a rate equal to one day's current monetary compensation of the
29 employee for each four (4) full day's accrued leave for illness or injury. An eligible employee means:

- 30
31 1. Employees who separate from employment due to retirement or death.
32
33 2. Employees who separate from employment and who are at least age fifty-five (55) and have at
34 least ten (10) years of service in SERS 3.
35
36 3. Employees who separate from employment and who are at least age fifty-five (55) and have at
37 least fifteen (15) years of service in SERS 2.

38
39 Employees who transfer to the Lake Chelan School District with accumulated sick leave must maintain
40 employment for five (5) years to be eligible to apply for sick leave cash-out.

41
42 **Section 11.7.1. VEBA Benefits.**

43 The Association will sign a Memorandum of Understanding with the District by October 1 of
44 the instructional year regarding VEBA (Voluntary Employee Benefits Allocation) benefits for
45 bargaining unit members.
46

1 **Section 11.7.2. Annual Conversion of Sick Leave.**

2 Employees may cash in the previous year’s accumulation of unused sick leave days above an
3 accumulation of one hundred eighty (180) days at a ratio of one full day’s pay for each four (4)
4 days of accumulated unused sick leave (accumulated in the previous calendar year), in January
5 of each year following any year in which a minimum of one hundred eighty (180) days of sick
6 leave are accumulated. No employee may receive pay for sick leave accumulated in excess of
7 one (1) day per month. RCW 18A.400.210, WAC 392-136-015, WAC 392-136-020
8

9 **Section 11.8. Leave Without Pay.**

10 Upon recommendation of the immediate supervisor through administrative channels to the
11 Superintendent and upon approval of the Board of Directors, an employee may be able to take leave
12 without pay, limited to ten (10) days per school year, provided adequate prior notice is given to the
13 supervisor, a date of return is specified, and the employee has no unused vacation time.
14

15 **Section 11.9. Family Leave (FMLA).**

- 16 1. Eligibility. Any employee shall be eligible for Family Leave.
17
18 2. Usage. Employees shall be provided twelve (12) weeks of unpaid leave during any twelve (12)
19 month period for any of the following reasons:
20 A. To care for the employee’s child after birth, or placement for adoption or foster care.
21 B. To care for the employee’s spouse, child, or parent who has a serious health condition.
22 C. For a serious health condition of the employee.
23
24 3. Notification. The employee shall provide the District thirty (30) days advance notice of his/her
25 intent to use Family Leave when the need for the leave is foreseeable.
26
27 4. Job Benefits and Protection. The District shall insure the following provisions:
28 A. Maintain the District’s portion of the employee’s full insurance benefits during the duration
29 of Family Leave.
30 B. Grant, at the employee’s request, his/her usage if accrued sick leave prior to his/her going
31 on unpaid leave.
32 C. Grant the employee his/her previous position upon return from leave.
33 D. Maintain any employee benefits that accrued prior to the start of leave.
34

35 **Section 11.10. Washington Paid Family and Medical Leave (PFML).**

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

- 38 • The District shall annually notify employees about the benefits available under PFML.
39 • Employees will be required to file a claim for PFML benefits with the Employment Security
40 Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/> all
41 payments will come from the ESD.
42 • Employees will be required to contact the Employment Security Guidelines to determine the
43 amount leave available.
44 • To qualify for PFML, employees must work no less than eight hundred and twenty (820) hours
45 in employment in Washington State during the qualifying period Employment Security will
46 determine the employee’s eligibility and benefit.



- Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or www.paidleave.wa.gov for all information pertaining to this leave.
- District and employees shall pay premium costs as per state law.

Section 11.11. Leave Sharing.

1. Right to Donate: Employees may donate annual leave or sick leave to a fellow employee who is suffering from or has a relative or household member who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition; a fellow employee who is a victim of domestic violence, sexual assault, or stalking; or a fellow employee who has been called to service in the uniformed services, which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. Per RCW 41.04.650 through 41.04.665.
2. Minimum Accumulation: An employee who has an accrued leave balance of more than twenty-two (22) workdays may donate leave.
3. Limits: Employees cannot donate leave that would result in their cumulative leave account going below twenty-two (22) workdays.
4. Status of Leave Employees: While an employee is on leave under this section, he/she shall be classified as an employee and shall receive the same treatment in respect to salary, wages and employee benefits as the employee would normally receive if using sick leave.
5. The reason an employee needs sick leave donations shall remain private.
6. Employees may maintain up to forty (40) hours of applicable leave in reserve and still be eligible for shared leave.
7. Employees shall have access to intermittent and nonconsecutive use of shared leave, so long as the leave has not been returned under Section 11.9. #4.

Section 11.12. Bereavement Leave.

Death in the immediate family – Immediate family shall include spouse, domestic partner, children, stepparent, grandparent, grandchildren, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any person living in the immediate household as a member of the family. Included within each category above will be step-relations and legally designated foster relations who are within the immediate family.

Bereavement leave shall be granted as follows: for the death in the immediate family, five (5) workdays without loss of pay shall be allowed; and three (3) additional workdays without loss of pay may be granted at the discretion of the superintendent. Bereavement leave shall not be deducted from sick or emergency leave and is noncumulative.

An employee may request one (1) noncumulative bereavement day to be used for a friend or family member not listed in this section.

The administration may, in cases where there is extreme hardship, extend the bereavement leave beyond the number of days hereinbefore set forth. In such cases full salary shall accrue for the first

1 three (3) days of such extended leave and thereafter the authorized extended emergency leave shall be
2 deducted from sick leave.

3
4 **Section 11.13. On-The-Job Injury and Leave.**

5 When an employee is injured on the job and is unable to perform his/her duties as a result of an on-the-
6 job injury or occupational disease or illness, and is certified off-work by a doctor, the employee may
7 elect to use leave as follows:

- 8
9 1. Choose unpaid leave thus receiving only his/her entitled temporary total disability (TTD)
10 benefit payment from the District’s industrial insurance.
11
12 2. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in addition
13 to their TTD benefits.
14
15 3. Elect to use a proportionate share of accumulated leave to make up the difference between their
16 worker’s compensation payments and the employee’s regular pay at the time of injury.
17
18
19

20 **ARTICLE XII**

21
22 **LEAVE OF ABSENCE**

23
24 **Section 12.1. Granting of Leave of Absence.**

25 Upon recommendation of the immediate supervisor through administrative channels to the
26 Superintendent and upon approval of the Board of Directors, an employee may be granted an extended
27 leave of absence for a period not to exceed one (1) year. In the event the leave of absence is extended
28 for health reasons, an additional year may be granted if approved by the board of directors.
29

30 **Section 12.2. Return to Work Rights.**

31 The returning employee will not necessarily be assigned to the identical position occupied before the
32 leave of absence. However, provided a vacancy exists for which the employee is qualified, the
33 employee shall be reinstated to a position equivalent in duties and salary to that held at the time the
34 request for leave of absence was approved.
35

36 **Section 12.3. Retention of Benefits.**

37 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave
38 of absence. However, vacation credits, sick leave and seniority shall not accrue while the employee is
39 on leave of absence.
40

41 **Section 12.4. Medical Leave of Absence.**

42 If an employee needs to go on a medical leave of absence, they need to reference Section 11.9. Family
43 Leave (FMLA). If FMLA is exhausted, the employee may contact the District for other insurance
44 options, such as COBRA.
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ARTICLE XIII

VACATIONS

Section 13.1. Paid Vacation.

All twelve (12) month employees subject to this Agreement shall receive paid vacation. The vacation credit shall be earned, vested, and used as designated in this Article. Vacation hours accrued and used will be displayed on pay stubs.

Section 13.1.1. Vacation Request.

It is mutually agreed that vacations shall be granted at the request of the employee, provided the employee's absence will not disrupt the normal activities of the School District, and provided further, that no employee shall be denied accrued vacation credit due to District employment needs. Employees shall normally request vacations at least five (5) working days in advance.

Section 13.2. Computing Paid Vacation.

The paid vacation to which an employee shall be entitled shall be computed in accordance with the following schedule.

Section 13.2.1. After One Year of Service.

Upon completion of one (1) year of service with the District, each employee shall receive one (1) week (forty [40] hours) paid vacation.

Section 13.2.2. After Two Years of Service.

Upon completion of two (2) years of service with the District, each employee shall receive two (2) weeks (eighty [80] hours) paid vacation.

Section 13.2.3. After Six Years of Service.

Upon completion of six (6) years of service with the District, each employee shall receive three (3) weeks (one hundred twenty [120] hours) paid vacation.

Section 13.2.4. After Twelve Years of Service.

Upon completion of twelve (12) years of service with the District, each employee shall receive four (4) weeks (one hundred sixty (160) hours) paid vacation.

NOTE: The above applies only to twelve (12) month employees and shall be prorated for part-time employees.

Section 13.2.5. After Twenty-Five Years of Service.

Upon completion of twenty-five (25) years of employment with the district, each employee will receive one (1) day added vacation for every additional year of service, not to exceed twenty-five (25) days.

Section 13.3. Use of Accrued Vacation.

Employees shall be eligible to use vacation as accrued. Employees shall accrue vacation prorated to hours worked on a monthly basis beginning at an employee's hire date. Employees shall not be denied vacation except for cases of emergency or undue hardship for the District.

1 **Section 13.4. Retaining Eligibility Dates.**

2 Time on layoff and time on authorized leave of absence will be counted as continuous service for the
3 purpose of establishing and retaining eligibility dates.
4

5 **Section 13.5. Vacation Carry-Over.**

6 Any vacation days currently due but unused by the new accrual date each year may be carried over
7 for one (1) year following the accrual date with the approval of the immediate supervisor and
8 administration. No vacation may be carried over for more than one (1) year beyond the date on
9 which it became due; provided, however, no employee shall be denied accrued vacation benefits due
10 to District employment needs.
11

12 **Section 13.6. Voluntary Notice of Termination.**

13 Employee must give a two (2) week notice of voluntary termination of employment or forfeit earned
14 vacation pay or personal days. In case of emergency, forfeiture would not apply.
15
16
17

18 **ARTICLE XIV**

19 **SENIORITY**
20
21

22 **Section 14.1. Hire Date.**

23 The hire date of an employee in the bargaining unit shall be established as of the date on which the
24 employee began continuous employment with the District (hereinafter “hire date”) unless such
25 seniority shall be lost as hereinafter provided.
26

27 **Section 14.1.1. Seniority Date.**

28 The seniority date of an employee shall be established as of the date on which an employee
29 begins continuous employment within any job classification defined in Article I, Section 1.3,
30 unless such seniority shall be lost or changed as hereinafter provided. If more than one
31 employee is hired on a given day, seniority shall be decided by a drawing of lots. The
32 Association and all employees so affected shall be notified in writing of the date, place, and
33 time of the drawing. The drawing shall be conducted openly and at a time and place which will
34 allow affected employees and the Association to be in attendance.
35

36 **Section 14.2. Loss of Seniority Rights.**

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

- 38 1. Resignation.
- 39 2. Discharge for reasons contained in this Agreement.
- 40 3. Retirement.
41

42 **Section 14.3. No Loss of Seniority Rights.**

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

- 44 1. Time lost by reason of industrial accident or industrial illness or jury duty.
- 45 2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
46 States.
- 47 3. Time spent on other authorized leaves; not to exceed one (1) year.
- 48 4. Time spent in layoff status unless layoff exceeds twenty-four (24) months.



1 **Section 14.4. Seniority Within Job Classification.**

2 Seniority rights shall be effective within the general job classification. As used in this Agreement,
3 general job classifications are those set forth in Article I, Section 1.3.
4

5 **Section 14.5. Seniority Preferential Rights.**

6 The employee with the earliest hire date shall have absolute preferential rights regarding vacation
7 period and special services (including overtime). The employee with the earliest hire date shall have
8 preferential rights regarding promotions, shift selection, assignments to new or open jobs or positions,
9 and layoffs when ability and performance are substantially equal with those individuals' junior to
10 him/her. If the District determines that seniority rights should not govern because the junior employee
11 possesses ability and performance substantially greater than a senior employee or senior employees,
12 the District shall set forth in writing to the employee or employees and the Association President its
13 reasons why the senior employee or employees have been bypassed.
14

15 **Section 14.5.1. Seniority Rights for Jobs.**

16 Seniority will be observed when vacancies occur and new or open jobs or positions of more
17 than one (1) hour are filled, provided, as determined by the District, the employee has the
18 necessary qualifications to assume the duties of the new position. The District will also be able
19 to decrease hours of one (1) hour or less. If the decrease is more than one (1) hour in a
20 classification, Section 13.5 will apply. The District will reserve the right to assign new or open
21 jobs or positions of one (1) hour or less. This does not apply to transportation.
22

23 **Section 14.5.2. District-Wide Seniority Rights.**

24 A minimally qualified employee with the earliest hire date within the district, applying for a
25 position outside of their classification, shall be given preference for new or open jobs or
26 positions when ability and performance are substantially equal to those with a later hire date
27 with the district, also applying for a position outside of their classification. Minimally qualified
28 employees within the bargaining unit, regardless of classification, shall be given preference
29 over outside applicants for new or open jobs or positions, unless the outside applicant possesses
30 ability and performance, relevant to the position in question, greater than the district employee.
31 The District shall set forth in writing to the employee or employees and the Association
32 President its reasons why the district employee or employees have been bypassed.
33

34 **Section 14.6. Classification Changes.**

35 An employee who changes job classification(s) within the bargaining unit shall retain his/her seniority
36 date in the previous classification, notwithstanding that he/she has acquired a new classification
37 seniority date.
38

39 **Section 14.6.1. Seniority Credit.**

40 An employee employed in more than one (1) classification shall be given credit for seniority
41 based on the number of annual hours pro-rated to each classification, so that the employee's
42 total seniority for each school year equals one (1).
43

44 **Section 14.7. Posting Requirements.**

45 The District shall publicize all new and open positions within the bargaining unit for five (5)
46 workdays, before posting for five (5) workdays outside the bargaining unit. All postings will list
47 specific qualifications, skills and abilities that will be considered for all candidates. A copy of the job
48 posting(s) shall be provided to the Association President and shall also be posted at each

1 building/worksite. All in-district applicants shall be considered/interviewed prior to consideration/
2 interviews of outside applicants.

3
4 In the event there is a time-sensitive or urgent need to fill a position, postings will be concurrent with
5 first consideration given to any and all in-district candidates.

6
7 **Section 14.8. Employee Layoff Rights.**

8 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
9 District according to layoff ranking. Such employees are to have priority over non-employees in filling
10 an opening in the classification held immediately prior to layoff. Names shall remain on the re-
11 employment list for two (2) years. Section 14.5 shall apply.

12
13 **Section 14.8.1. Layoffs.**

14 When it is necessary to reduce the working force, the following procedures will be followed:

- 15 A. The District shall determine the reductions necessary in any and all job classifications.
16 B. After the District determines the level of reduction in the job classifications, the reduction
17 shall be based upon seniority to reach that level.
18 C. Employees shall be given two (2) weeks written notice prior to layoff.
19 D. Employees, whose positions are eliminated shall have the right to “bump” an employee
20 with less seniority within the same job classification.
21 E. During the school year the bumping process shall occur within ten (10) workdays from the
22 notice of termination or being laid off.

23
24 **Section 14.9. Notification to Employer During Layoff.**

25 Employees on layoff status shall provide the District with their current address and telephone
26 number(s). Employees may also provide a current email address to the District. All information and
27 preference of notification method must be provided in writing to the District office. It is the
28 employee’s responsibility to notify the District in writing of any change of address, phone number(s)
29 or email address.

30
31 **Section 14.10. Forfeiture of Rights.**

32 The employee shall forfeit rights to reemployment as provided in Section 13.8 if the employee does
33 not comply with the requirements of Sections 13.9, or if the employee does not respond to the offer of
34 reemployment within five (5) working days after actual receipt.

35
36 **Section 14.11. Rejection of Reemployment Offer.**

37 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
38 accrued benefits; provided, that such employee is offered a position substantially equal (a loss of no
39 more than one [1] hour per day) to that held prior to layoff.

40
41 **Section 14.12. Bumping Procedure.**

42 Bumping will not be allowed until all new and open positions have been filled pursuant to Section
43 14.7. Employees choosing to bump may exercise their seniority "bumping" rights for assignments
44 provided they:

- 45 • Have prior successful experience in the specific position.
46 • Possess the training and experience needed to successfully perform the essential functions of
47 the position.
48 • Possess greater seniority than the employee who would otherwise be retained in the position.

1 In the event there are no work hours available in the general job classification currently held by the
2 employee and the employee has previous experience in a different classification, the employee
3 may opt to use their previous classification seniority in order to maintain their district employment.
4

5 Displaced employees shall remain on the layoff/re-employment list, pursuant to Section 14.8., for the
6 general job classification currently held by the employee according to their seniority in that
7 classification.
8

9 During a District wide layoff, with all things being equal, the employee's original district hire date will
10 be used in lieu of drawing lots.
11
12
13

14 **ARTICLE XV**

15 **PROBATIONARY PERIOD**

16
17 **Section 15.1. Probationary Period.**

18 New employees shall be placed on a ninety (90) workday probationary period. No later than the end of
19 the initial ninety (90) workday probationary period, the employee shall receive an evaluation. Upon
20 mutual agreement between the District and the Union, the initial probationary period may be extended
21 an additional twenty (20) workdays. During this probationary period the District may discharge such
22 employee at its discretion.
23
24

25 **Section 15.2. Rights and Duties Post Probation.**

26 At the end of the probationary period the employee will be subject to all rights and duties contained in
27 this Agreement retroactive to the hire date.
28
29
30

31 **ARTICLE XVI**

32 **DISCHARGE OF EMPLOYEES**

33
34 **Section 16.1. Just Cause.**

35 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
36 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
37 The justification for discipline or discharge shall be given to the employee in writing.
38
39

40 **Section 16.1.1. Privacy of Discipline.**

41 If the District has reason to reprimand an employee, it shall be done in a manner which does
42 not intentionally embarrass the employee before the public, students or other employees.
43

44 **Section 16.1.2. Progressive Discipline.**

45 Pre-Discipline: Re-explain expectations. (Documents will be placed in the Supervisor's
46 working file and is not considered discipline.)
47
48



1 The following steps, except for egregious cases, will normally be as follows:

- 2 A. A verbal warning is documented, is not part of the employee's personnel file and is part
3 of the supervisor's working file and shall remain in the working file for one (1) year.
- 4
- 5 B. Written Reprimand: Begins documentation of disciplinary action and shall inform the
6 employee of consequences. This step/document is part of the employee's personnel file.
- 7
- 8 C. Suspension (either short term or long term).
- 9
- 10 D. Recommendation for discharge from employment.
- 11

12 **Section 16.2. Notification to Non-Annual Employees.**

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

15
16 **Section 16.2.1. Discharge Notification.**

17 Should the District decide to discharge or non-renew any non-annual employee, the employee
18 shall be so notified in writing no later than July 1.

19
20 **Section 16.2.2. Discharge for Misconduct.**

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

23
24 **Section 16.2.3. No Limit on Operation.**

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

27
28 **Section 16.3. Two Week Notification.**

29 Except in extraordinary circumstances the District will give two (2) weeks' notice of intent to
30 discharge or layoff an employee.

31
32
33
34 **ARTICLE XVII**

35
36 **RETIREMENT**

37
38 **Section 17.1. Employee eligibility.**

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

43
44 **Section 17.2. Conversion of Personal Days upon Separation or Retirement.**

45 Upon separation or retirement an employee may opt to cash out or add to a VEBA account unused
46 personal days.

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ARTICLE XVIII

INSURANCE

Section 18.1. School Employees Benefit Board (SEBB).

The District agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees Benefits Board (SEBB). Employees projected to work a minimum of 630 hours in a given school year shall be eligible for SEBB. In accordance with RCW 28A.400.280.

Section 18.2. SEBB Insurance Plans.

The employer agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.

ARTICLE XIX

POSITION DESCRIPTIONS & PERSONNEL FILES

Section 19.1. Job Descriptions.

The Association and the District agree to work co-operatively to update the job descriptions of positions in the bargaining unit. The Association will be given a copy of each job description as they are completed or requested by the Association. The new job description will also be given to the affected employee.

Section 19.2. Amendments, Changes and Additions.

The Association and the District agree to work co-operatively to update the job descriptions of positions in the bargaining unit. The Association President and the affected employee will be given a copy of each job description as they are completed.

Section 19.3. Employee Personnel Files.

The official personnel files of classified staff are confidential. Such official personnel files shall be available for inspection only by the employee's supervisor, building principals, the human resource department, or the Superintendent.

Employees and their designees shall have the opportunity to review all derogatory materials and all evaluations before they are made a part of the personnel file.

Classified employees shall have the right to review and make copies of their official personnel file in the presence of the administrator and/or his designee. Such right to review shall include all materials within their personnel file excluding confidential college placement files.

There shall be only one personnel file, which shall be kept in the office of the Superintendent. Any material, which is to be placed in the personnel file, shall be placed in the file within thirty (30) days of its preparation. Employees will initial all reprimand or derogatory materials placed in their personnel file to acknowledge that they have seen the material. No derogatory material may be placed in an

1 employee's personnel file that relate to occurrences which have taken place more than thirty (30) days
2 prior to the preparation of the disciplinary communication. The employee shall have the right to purge
3 non-legal derogatory material from their employee file after one year, provided that it does not have a
4 bearing on the employee's job performance or on the efficient and effective management of the agency
5 and is not related to pending legal action or current legal action. A separate file for processed
6 grievances shall be kept apart from the employee's personnel file.

7
8 Consistent with the law, the District shall maintain a medical information file for each classified
9 employee of the District, which will be kept separate from the personnel file. Said files shall be kept in
10 the District Superintendent's office. Such file will contain such sensitive information as immunization
11 history, health related cards and driving physical examination forms.

12
13 **Section 19.4. Working Files.**

14 Supervisors, for the purpose of evaluations, may keep a working file at the job site for the duration of
15 the evaluation period. The evaluation period shall be from the beginning of the school year through the
16 end of the employee's contract year. After an evaluation is completed and signed by the employee, the
17 evaluation will be transferred to the employee's personnel file. If the supervisor receives a complaint
18 or commendation, the paperwork shall be placed in the working file with the name of the employee
19 and a full description of the incident. Working files will be purged before the beginning of each new
20 academic year.

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24 **ARTICLE XX**

25 **MAINTENANCE OF MEMBERSHIP AND CHECKOFF**

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27
28 **Section 20.1. Association Membership.**

29 The parties recognize that each employee has the right to become a member of the Association and the
30 District will not discriminate, restraint, retaliate, coerce, or interfere against any employee in that
31 process.

32
33 **Section 20.2. PSE Regular Dues Check Off.**

34 The employer shall deduct PSE state dues from the pay of any employee who authorized such
35 deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds
36 deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948.
37 Transmissions will include payments and an electronic list of all represented employees with
38 deduction amounts. Transactions will be received by the first Monday following payroll.
39 Submissions are to include all employees covered by the Collective Bargaining Agreement. A
40 dues remittance form needs to accompany the payment every month and include membership
41 status changes.

42
43 **Section 20.3. Authorizations and Revocations.**

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

1 Upon receiving notice of the employee's authorization from PSE the employer shall deduct from the
2 employee's salary membership dues and remit the amounts to PSE, by the first Monday following
3 payroll.

4 The employee's authorization remains in effect until expressly revoked by the employee in accordance
5 with the terms and conditions of the authorization. An employee's request to revoke authorization for
6 payroll deductions must be in writing and submitted by the employee to PSE in accordance with the
7 terms and conditions of the authorization. Revocations will not be accepted by the employer if the
8 authorization is not obtained by the employee to Public School Employees of Washington/SEIU Local
9 1948. After the employer receives confirmation from the exclusive bargaining representative that the
10 employee has revoked authorization for deductions, the employer shall end the deduction effective on
11 the first payroll after receipt of the confirmation. The employer shall rely on information provided by
12 the exclusive bargaining representative regarding the authorization and revocation of deductions.

13
14 **Section 20.4. New Hire Notification.**

15 The District will provide the PSE Executive Board with an electronic notification of the name, address,
16 personal phone number, classification, job title, work location, and work and personal email address of
17 all newly hired bargaining unit employees at least ten (10) workdays before they begin their first day on
18 the job.

19
20 **Section 20.5. Non-Membership Rights.**

21 The parties recognize that an employee shall have the option of declining to participate as a member in
22 the Association.

23
24 **Section 20.6. Committee on Political Empowerment.**

25 The District upon receipt of a written authorization form that conforms to legal requirements, shall
26 deduct from the pay of such bargaining unit employees the amount of contribution the employee
27 voluntarily chooses for deduction for political purposes and shall transmit the same to Public School
28 Employees of Washington/SEIU Local 1948 (PSE) on the PSE dues transmittal check. Section 19.7
29 regarding the District being held harmless shall apply to these deductions. The employee may revoke
30 the request at any time. At least annually, the employee shall be notified by the Association about the
31 right to revoke the request. An employee may withdraw his/her political contribution authorization by
32 giving at least sixty (60) days' notice in writing.

33
34 **Section 20.7. District Held Harmless.**

35 The District assumes no obligation, financial or otherwise, arising out of the provisions of this
36 voluntary deduction for political purposes and the Association shall indemnify and hold the District
37 harmless for any and all claims, grievances, arbitrations, awards, suits, attachments, or other
38 proceedings arising out or by reason of any action taken by the District for the purpose of complying
39 with any of the provisions of this agreement.

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ARTICLE XXI
GRIEVANCE PROCEDURE

Section 21.1. Purpose.

The purpose of this procedure is to provide an orderly method of resolving grievances arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretations or applications of the terms and conditions of this Agreement and to ensure that such grievances shall be resolved in strict compliance with this Article. A determined effort shall be made to settle such differences at the lowest level in the grievance procedure. Meetings and discussions involving grievances shall be scheduled at mutually agreeable times. The employee may be accompanied by a representative of the union at all steps of the grievance.

Employees are required to provide the district with written documentation using the *Issue of Concern* form.

Section 21.1.1. Definitions.

- A. **Grievant:** A grievant is an employee, or in the case of the union’s contractual rights, the union.
- B. **Grievance:** A grievance is defined as a dispute involving the interpretations or application of the specific terms of this Agreement.
- C. **Workday:** Workdays in this procedure are normal District office workdays.
- D. **Grievance Issue of Concern form:** A formal written communication regarding the grievance or concern.

Section 21.1.2. Timelines.

Grievances shall be processed in the following manner and within the stated time limits. Time limits shall be calculated commencing on the day after the event or occurrence triggering the running time limit. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the employer at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limit shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure on the part of the grievant (employee or union) to present or proceed with a grievance within the specific or mutually extended time limits will render the grievance waived.

Section 21.2. Process.

Section 21.2.1. Step 1. Informal Level – Submission of Grievance to Supervisor.

Within twenty (20) workdays following the occurrence of the event giving rise to the grievance, the employee shall attempt to resolve the grievance informally with their immediate supervisor. The immediate supervisor shall respond in writing within five (5) workdays of the employee’s presentation. If an agreeable disposition has been made, the aggrieved party shall terminate the grievance in writing within five (5) workdays.



1 **Section 21.2.2. Formal Level – Written Submission of Grievance to Supervisor.**

2 If the grievance is not resolved informally, it shall be reduced to writing by using the Issue of
3 Concern form, the employee shall submit it to the immediate supervisor within ten (10)
4 workdays after receipt of the supervisor’s response at Step I, or within ten (10) workdays after
5 the deadline for the supervisor’s response, whichever is earlier. The written grievance shall
6 contain the following:

- 7 A. A statement of the alleged grievance including the facts upon which the grievance is
8 based.
- 9 B. Reference to the specific term(s) of the Agreement which have been allegedly violated.
- 10 C. Remedy sought.

11
12 The immediate supervisor shall inform the employee and the union in writing of the disposition
13 of the grievance within ten (10) workdays of the presentation of the grievance.

14
15 If an agreeable disposition has been made, the aggrieved party shall terminate the grievance in
16 writing within ten (10) workdays.

17
18 **Section 21.2.3. Step 3. Superintendent Level.**

19 A. Individual Grievance. If the grievance is not settled at Step 2, a written statement of the
20 grievance shall be submitted within ten (10) workdays to the District Superintendent. After
21 submission of the grievance, the parties will have ten (10) workdays to meet to resolve the
22 grievance. A written statement of the disposition shall be given to the aggrieved and the
23 Union within ten (10) workdays of the meeting. If an agreeable disposition has been made,
24 the aggrieved party shall terminate the grievance in writing within ten (10) workdays.

25
26 B. Union Grievance. A grievance which the Union may have against the employer, limited as
27 aforesaid to matters dealing with the interpretation or application of terms of this
28 Agreement relating to union rights, shall be commenced by filing in writing (in format of
29 Step 2 above) with the Superintendent. Such filing shall be within twenty (20) workdays
30 after the event is known or reasonably should have been known. The Superintendent will
31 schedule a meeting to discuss the grievance within ten (10) workdays and issue a written
32 decision within ten (10) workdays of the date of the grievance meeting.

33
34 **Section 21.2.4. Step 4. School Board Level.**

35 If no settlement is reached in Step 3 and the union believes the grievance to be valid, a written
36 statement shall be submitted within ten (10) workdays to the School Board, after receipt of the
37 Superintendent’s written response in Step 3. The grievance shall be heard by the School Board
38 during an exempt, private portion of its next regular meeting, or at a special meeting to be held
39 no more than thirty (30) workdays from submission of the written grievance to the Board.

40
41 The grievant(s) shall be expected to appear before the Board, and to provide a presentation to
42 the Board. A written statement of disposition shall be given to the aggrieved and the Union
43 within ten (10) workdays of the meeting. If an agreeable disposition has been made, the
44 aggrieved party shall terminate the grievance in writing within ten (10) workdays.

45
46 **Section 21.2.5. Step 5. Arbitration.**

47 If no settlement is reached in Step 4, the Union has the right to file a demand for arbitration as
48 outlined below:



- 1 A. Written notice of a request for arbitration shall be made to the Superintendent within ten
2 (10) workdays of the receipt of the disposition at Step 4.
3 B. Arbitration shall be limited to the issue(s) involving the interpretation or application of
4 specific terms of this Agreement.
5 C. When a timely request has been made for arbitration, the parties shall jointly request
6 and choose an arbitrator.
7 D. Arbitration proceedings shall be in accordance with the following:
8 1. The arbitrator, once appointed, will inform the parties as to the procedures which
9 will be followed.
10 2. The arbitrator shall hear and accept pertinent evidence submitted by both parties
11 and shall be empowered to request, through subpoena, if necessary, such data and
12 testimony as the arbitrator deems pertinent to the grievance and shall render a
13 decision in writing to both parties within thirty (30) workdays, unless mutually
14 extended, of the closing of the record.
15 3. The arbitrator shall be authorized to rule and issue a decision in writing on the
16 issue(s) presented for arbitration which decision will be final and binding on both
17 parties.
18 4. The arbitrator shall rule only on the basis of information presented at the hearing
19 and shall refuse to receive any information after the hearing except by mutual
20 agreement.
21 5. Each party to the proceedings may call such witnesses as may be necessary in the
22 order in which their testimony is to be heard. Such testimony shall be limited to
23 the matters set forth in the original written statement of the grievance. The
24 arguments of the parties may be supported by oral comments and rebuttal. Either
25 or both parties may submit written briefs within a time period mutually agreed
26 upon. Such arguments of the parties, whether oral or written, shall be confined to
27 and directed at the matters set forth in the grievance.
28 6. Each party shall pay any compensation and expenses relating to its own witnesses
29 or representatives except that the fees and charges of the arbitrator, if any, shall be
30 shared equally by both parties.
31 7. The total cost of the stenographic record, if requested, will be paid by the party
32 requesting it. If the other party also requests a copy, that party will pay one-half
33 (1/2) of the stenographic cost.
34

Section 21.3. Binding Effect of Award.

36 All decisions arrived at under the provisions of this Article by the representatives of the Employer and
37 the Union at Step 1, 2, 3, or 4, or by the arbitrator, shall be final and binding upon both parties;
38 provided, however, that in arriving at such decision neither of the parties or the arbitrator shall have the
39 authority to alter the Agreement in whole or part. The arbitrator shall be without authority to require
40 the District to maintain specific employee positions in the future.
41

Section 21.3.1. Limits of the Arbitrator.

43 The arbitrator cannot order the employer to take action contrary to the law.
44

Section 21.3.2. No Duty to Maintain Status Quo.

46 The employer has no duty to maintain the status quo or to restore the status quo pending an
47 arbitration. But if return to status quo is ordered by the arbitrator, the return shall be affected as
48 per the arbitrator's award.

1 **Section 21.3.3. Freedom from Reprisal.**

2 There will be no reprisals against the grievant or others as a result of his/her participation in
3 this process.
4

5 **Section 21.4. Continuity of Grievances.**

6 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may
7 proceed through the grievance procedure until resolution so long as the grievance was initiated prior to
8 the expiration of this Agreement.
9

10 **Section 21.5. Grievance Release Time.**

11 In the event the grievance or arbitration discussions occur during regular employment time, the District
12 shall provide release time without loss of compensation limited to the grievant, required witnesses and
13 one (1) Union Chapter Representative unless otherwise approved by the District. It is recognized that
14 meetings and/or discussions to prepare for grievance and/or arbitration hearings are to take place
15 outside the employee's work hours and are not to be compensated by the District.
16
17

18 **ARTICLE XXII**

19 **SALARIES**

20
21
22 **Section 22.1. Salary Schedule.**

23 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
24 Schedule A attached hereto and by this reference incorporated herein.
25

26 **Section 22.2. Salary Timeline.**

27 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms
28 and conditions of Section 24.3.
29

30 For the 2022-2023 school year, all steps on the Schedule A shall be increased by an amount equal to
31 the State Implicit Price Deflator for personal consumption (IPD) plus one and one-half percent (1.5%)
32 after the following classifications are adjusted as follows:
33

34 RN increased \$3.00.

35 Administrative Assistant \$1.00.
36

37 For the 2023-2024 school year, all steps on the Schedule A shall be increased by an amount equal to
38 the State Implicit Price Deflator for personal consumption (IPD) or three and one-half percent (3.5%),
39 whichever is greater.
40

41 For the 2024-2025 school year, all steps on the Schedule A shall be increased by an amount equal to
42 the State Implicit Price Deflator for personal consumption (IPD) plus or four percent (4%), whichever
43 is greater.
44

45 **Section 22.3. Retroactive Pay.**

46 Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this
47 Agreement, or in the case of retroactive pay resulting from negotiations pursuant to Section 23.3, on
48 the first regular pay day following agreement on such schedule.

1 **Section 22.4. Expense Reimbursement.**

2 Meals, lodging, mileage, when a personal vehicle is used and other necessary expenses, will be
3 reimbursed at the rate established by the State of Washington (OFM) for employees participating in
4 District approved conferences, meetings, and conventions.

5
6 **Section 22.5. Payment for Medical/Physical Exams.**

7 The District shall pay the full cost of physical examinations and/or x-rays required as a condition of
8 employment. Per Federal Motor Carriers Safety Administration, all medical/physical exams must be
9 conducted by a National Registry of Certified Medical Examiner.

10
11 Substitute bus drivers shall be included in the above but must drive a minimum of ninety (90) days per
12 year to receive the full cost which shall be reimbursed at the end of each school year. A receipt of
13 payment must be turned into the District to receive reimbursement.

14
15 **Section 22.5.1. Payment for Required Driver Licensing.**

16 The District shall pay the difference between a regular driver’s license and a CDL, and other
17 related school bus endorsements for regular drivers.

18
19 The District shall pay the difference between the substitute driver’s license and a CDL,
20 provided that the substitute driver has been employed for at least two (2) years continuously in
21 the Lake Chelan School District as a substitute bus driver. A receipt of payment must be turned
22 into the District to receive reimbursement at the end of each school year.

23
24 **Section 22.6. Licensing Fees Paraeducators.**

25 Upon appropriate documentation/receipts the District shall pay the cost of each employee’s licensing
26 and/or certifications up to one hundred dollars (\$100.00).

27
28 **Section 22.7. Professional Development.**

29 All employees shall be eligible for up to twenty (20) hours of District provided and directed in-service/
30 professional development. All employees shall be eligible for self-chosen professional development,
31 which shall be pre-approved by the employee’s supervisor/administrator or by the Superintendent.

32
33 **Section 22.8. Perfect Attendance Incentive Pay.**

34 The district will provide two hundred dollars (\$200.00) per employee for perfect attendance
35 [excluding; paid vacation, personal leave, floating day, bereavement and approved professional
36 development]. Not excluding sick leave or other unapproved or approved leaves. Other leaves could be
37 leave without pay, emergency leave (which is taken from sick leave), paternity leave (which is taken
38 from sick leave), etc.

39
40 **Section 22.9. Educational Stipends.**

41 Single Highest Stipend Applies:

- 42 AA = Seventy-five cents (\$0.75) per hour
- 43 BA/BS = One dollar (\$1.00) per hour
- 44 MA/MS = One dollar and fifty cents (\$1.50) per hour

45
46 Every fifty (50) clock hours = Twenty-five cents (\$0.25)



1 Employees will track and submit proof of clock hours to the district office by the September 15 deadline
2 each year to include clock hour forms and /or official transcript. These clock hours must be from an
3 approved clock hour provider in the State of Washington and relevant to the current district assignment.
4

5 **Section 22.9.1. Stipend Compensation.**

6 Employees shall be eligible for each stipend they qualify for, except an employee may not receive a
7 combined AA/BA/MA Stipends and will be paid on contracted hours only.
8

9 **Section 22.10. Payment for Food Handlers Permits.**

10 The District shall pay for the Food Handlers Permits for current Food Service employees.
11

12 **Section 22.11. Payment for Herbicide/Pesticide Licensing.**

13 The District shall pay for classes and licenses for grounds employees. The District is responsible for
14 maintaining licenses.
15

16 **Section 22.12. Negotiated Items Tied to M&O Levy.**

- 17 1. Computing Paid Vacation as referred to in Section 13.2.
- 18 2. Perfect Attendance Incentive Pay as referred to in Section 22.8.
- 19 3. District provided HCA Carve-Out (employees shall continue to receive their state funded allocation per
20 month for health insurance, pro-rated on an FTE basis).
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25 **ARTICLE XXIII**

26 **SEPARABILITY OF PROVISIONS**

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30 **Section 23.1. Provisions of Separability.**

31 The provisions of this Agreement are deemed to be separable to the extent that should any party hereof
32 or any provisions herein contained be rendered or declared invalid by reason of any existing or
33 subsequently enacted legislation or by decree of a court or competent jurisdiction, such invalidation of
34 such part or portion of this Agreement shall not invalidate the remaining portions; hereof, and they
35 shall remain in full force and effect.
36

37 **Section 23.2. Amendments.**

38 It is further provided that such part or provision of this Agreement so rendered or declared invalid shall
39 immediately be amended to comply with the requirements of such enacted legislation or court decree.
40
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43 **ARTICLE XXIV**

44 **TERM**

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47 **Section 24.1. Term of Agreement.**

48 The term of this Agreement shall be effective from September 1, 2022 through August 31, 2025.

1 **Section 24.2. Provisions of Agreement.**

2 All provisions of this Agreement shall be applicable to the entire term of this Agreement
3 notwithstanding its execution date, except as provided in Sections 24.1 and 24.3.
4

5 **Section 24.3. Openers.**

6 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
7 parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate
8 Schedule A to the maximum state allocation allowed plus regionalization plus CPI (Consumer Price
9 Index) or the IPD (Implicit Price Deflator) and provided further that this Agreement will be opened to
10 discuss legislative changes that could arguably alter the terms and conditions herein or create authority
11 to alter personnel practices in public employment. All rates on Schedule A shall be increased by the
12 state-funded percentage increase for classified employees. If the state funds a wage increase for
13 classified employees in any manner other than the percentage method commonly used in the past,
14 Schedule A shall be reopened for the purposes of agreeing on a method for applying the increase to the
15 salary schedule wage rates.
16
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19 **ARTICLE XXV**

20 **NEGOTIATIONS**

21 **Section 25.1. Negotiations.**

22 This shall be the sole Agreement between the parties regarding wages, hours, terms, and conditions of
23 employment. It shall supersede any rules, regulations, policies, resolutions, or practices of the District,
24 which shall be contrary to or inconsistent with its terms.
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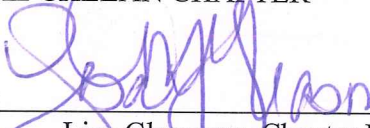
27 Changes in policies, not specifically mentioned in this Agreement, that directly affect the working
28 conditions of classified employees shall be discussed with the Association prior to implementation.
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33 **SIGNATURE PAGE**

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38 PUBLIC SCHOOL EMPLOYEES OF
39 WASHINGTON / SEIU LOCAL 1948

40
41 LAKE CHELAN CHAPTER

42 LAKE CHELAN SCHOOL DISTRICT #129

43
44 BY: 
45 Lisa Gleasman, Chapter President

46 BY: 
47 Brad Wilson, Superintendent

48 DATE: 8/24/2022

DATE: 8-24-2022



SCHEDULE A
LAKE CHELAN SCHOOL DISTRICT #129
SEPTEMBER 1, 2022 – AUGUST 31, 2023

<u>EDUCATIONAL SUPPORT</u>	<u>1-2 Years</u>	<u>3-7 Years</u>	<u>8-11 Years</u>	<u>12-14 Years</u>	<u>15-19 Years</u>	<u>20-24 Years</u>	<u>25+ Years</u>
Para Educator	19.12	19.47	19.86	20.23	20.97	21.90	22.52
Para Educator/Preschool(SPED-high needs/intensive support)	20.63	20.99	21.36	21.76	22.50	23.40	24.02
Translator/Interpreter (Verbal and Written)	20.97	21.38	21.77	22.19	22.95	23.91	24.56
Elementary Library Specialist	20.27	20.61	20.99	21.37	22.11	23.05	23.66
MS/HS Media Center Specialist	20.27	20.61	20.99	21.37	22.11	23.05	23.66
Migrant Recruiter	19.73	20.14	20.53	20.94	21.70	22.65	23.28
Migrant Graduation Specialist	20.66	21.06	21.42	21.87	22.61	23.56	24.17
Student Advocate	20.87	21.26	21.64	22.08	22.83	23.80	24.41
Migrant Student Advocate	20.87	21.26	21.64	22.08	22.83	23.80	24.41
ECEAP Head Instructor	23.51	23.88	24.28	24.71	25.47	26.43	27.05
Music Assistant	20.96	21.73	22.04	22.45	23.18	24.12	24.72
Substitute	17.21						
<u>PROFESSIONAL/TECHNICAL</u>							
RN	39.17	40.82	42.48	44.13	45.79	47.43	51.23
LPN	26.63	26.63	26.63	26.63	26.63	26.63	26.63
Computer Technician	23.89	25.31	27.09	27.64	28.18	28.73	29.28
Career College Coordinator	22.84	23.41	24.04	25.28	26.79	28.40	29.02
On-Line Learning Coordinator	22.32	22.89	23.52	24.13	25.04	25.73	26.35
Technology/Web Specialist	22.32	22.89	23.52	24.13	25.04	25.73	26.35
Educational Sign Language Interpreter	28.02	28.85	29.68	30.51	31.31	32.15	32.76
Speech Language Pathologist Assistant (with cert)	28.23	29.04	29.87	30.71	31.51	32.35	32.97
On-Line Learning Coordinator Substitute	20.09						
Nurse Substitute	35.25						
<u>FOOD SERVICE</u>							
Head Cook	21.04	22.18	23.09	24.18	24.86	25.52	26.19
Assistant Cook/Dishwasher	18.99	19.35	19.73	20.11	20.84	21.76	22.40
Clerk	19.41	19.80	20.21	20.61	21.33	22.28	22.89
Substitute	18.94						
<u>MAINTENANCE/GROUNDS/CUSTODIAL</u>							
Custodian	22.31	22.86	23.69	24.16	24.97	25.89	26.53
Maintenance/Grounds	24.86	25.40	26.26	26.73	27.52	28.46	29.07
Substitute	20.08						
<u>TRANSPORTATION</u>							
Mechanic	27.40	29.26	30.84	31.43	32.36	33.32	33.94
Bus Driver	24.91	26.74	28.27	28.82	29.68	30.61	31.23
Courier	20.47	21.07	21.69	22.31	22.92	23.54	24.15
Substitute	22.42						
<u>ADMINISTRATIVE ASSISTANT</u>							
Administrative Assistant	22.41	23.65	23.89	24.34	25.06	26.01	26.61
MS/HS Registrar	24.89	26.74	28.27	28.82	29.68	30.61	31.23
Special Services Administrative Assistant	24.89	26.74	28.27	28.82	29.68	30.61	31.23
Substitute	20.17						

Educational Stipends

AA = seventy-five cents (\$0.75) per hour

BA/BS = One dollar (\$1.00) per hour

MA/MS = One dollar and fifty cents (\$1.50) per hour

Every 50 clock hours = twenty-five cents (\$0.25) per hour

Additional one dollar (\$1.00) while providing interpretation services during Parent/Teacher conferences.

1 LETTER OF AGREEMENT

2
3 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN
4 THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, LAKE CHELAN
5 CHAPTER AND THE LAKE CHELAN SCHOOL DISTRICT #129 PURSUANT TO ARTICLE
6 XXIV, SECTION 24.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
7

8
9 The parties agree to the following:
10

11
12 To amend Section 7.3.1. and update rate of pay:
13

14
15 7.3.1. Emergency Substitute Certificate.

16 A PSE member may obtain an Emergency Substitute Certificate (ESC). The ESC allows the
17 member to be a substitute teacher in a certified position and receive their current rate of pay
18 plus thirty-five dollars (\$35.00) per day. Information regarding the ESC process may be
19 acquired from the building Administrator.
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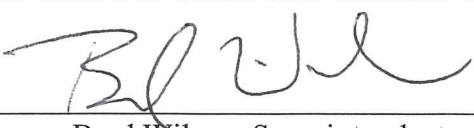
30 This Letter of Agreement shall become effective upon signature by both parties and shall be attached
31 to the current Collective Bargaining Agreement.
32
33
34

35 PUBLIC SCHOOL EMPLOYEES OF
36 WASHINGTON / SEIU LOCAL 1948

37 LAKE CHELAN CHAPTER

38
39
40
41 BY: 
42 Lisa Gleasman, Chapter President

LAKE CHELAN SCHOOL DISTRICT #129

43
44
45 BY: 
46 Brad Wilson, Superintendent

47
48 DATE: 10/5/2023

DATE: 10-5-2023



1 LETTER OF AGREEMENT

2
3 THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT
4 BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, LAKE
5 CHELAN CHAPTER AND THE LAKE CHELAN SCHOOL DISTRICT #129 PURSUANT TO
6 ARTICLE XXIV, SECTION 24.3 OF THE CURRENT COLLECTIVE BARGAINING
7 AGREEMENT.
8

9
10 The parties agree to the following:
11

12
13 Amend **Section 1.4.2. Custodial Substitution:**
14

15
16 **Section 1.4.2. Custodial Substitution.**

17 Regular evening custodians shall be offered the opportunity to substitute for a day shift building
18 custodian on a rotational basis following seniority guidelines. Employee must respond within ten (10)
19 minutes, or the employer will move to the next employee on the list.
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30 This Letter of Agreement shall become effective upon signature by both parties and shall be attached
31 to the current Collective Bargaining Agreement.
32
33
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35 PUBLIC SCHOOL EMPLOYEES OF
36 WASHINGTON / SEIU LOCAL 1948

37 LAKE CHELAN CHAPTER

38
39
40
41 BY: [Signature]
42 Lisa Gleasman, Chapter President

LAKE CHELAN SCHOOL DISTRICT #129

43
44 BY: [Signature]
45 Brad Wilson, Superintendent

46 DATE: 1/22/2024
47
48

DATE: 1-22-2024



LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, LAKE CHELAN CHAPTER AND THE LAKE CHELAN SCHOOL DISTRICT #129 PURSUANT TO ARTICLE XXIV, SECTION 24.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

Section 22.2. Salary Timeline.

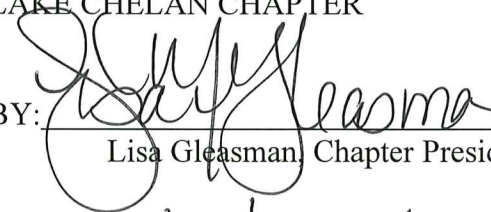
For the 2024-2025 school year, all steps on Schedule A shall be increased by an amount equal to the State Implicit Price Deflator for personal consumption (IPD) or four percent (4%), whichever is greater.

The attached Schedule A shows the 4% increase for the 2024-2025 school year.


This Letter of Agreement shall become effective September 1, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

LAKE CHELAN CHAPTER

BY: 
Lisa Gleasman, Chapter President

LAKE CHELAN SCHOOL DISTRICT #129

BY: 
Brad Wilson, Superintendent

DATE: 8/14/2024

DATE: 8-15-2024



SCHEDULE A

LAKE CHELAN SCHOOL DISTRICT #129
 SEPTEMBER 1, 2024 - August 31, 2025

EDUCATIONAL SUPPORT	1-2 Years	3-7 Years	8-11 Years	12-14 Years	15-19 Years	20-24 Years	25+ Years
Para Educator	20.62	21.00	21.41	21.82	22.62	23.62	24.28
Para Educator / Preschool / Special Ed (high needs/inter)	22.25	22.64	23.04	23.74	24.26	25.24	25.91
Translator / Interpreter (Verbal and Written)	22.62	23.06	23.48	23.93	24.75	25.78	26.49
Elementary Library Specialist	21.86	22.22	22.64	23.05	23.85	24.86	25.52
MS/HS Media Center Specialist	21.86	22.22	22.64	23.05	23.85	24.86	25.52
Migrant Recruiter	21.28	21.73	22.14	22.58	23.40	24.43	25.11
Migrant Graduation Specialist	22.28	22.71	23.10	23.59	24.39	25.41	26.06
Student Advocate	22.51	22.93	23.34	23.82	24.62	25.67	26.32
ECEAP Head Instructor	25.36	25.75	26.19	26.64	27.47	28.51	29.17
Music Assistant	22.61	23.43	23.77	24.21	25.00	26.01	26.66
Substitute	18.56						
PROFESSIONAL & TECHNICAL							
RN	42.24	44.02	45.81	47.59	49.38	51.15	55.14
LPN	28.72						
Computer Technician	25.76	27.30	29.21	29.81	30.39	30.98	31.57
Career College Coordinator	24.64	25.25	25.93	27.27	28.89	30.63	31.29
On-Line Learning Coordinator	24.08	24.69	25.37	26.02	27.01	27.75	28.41
Technology/Web Specialist	24.08	24.69	25.37	26.02	27.01	27.75	28.41
Educational Sign Language Interpreter	30.22	31.12	32.01	32.91	33.77	34.67	35.33
Speech Language Pathologist Assistant (with cert)	30.44	31.31	32.22	33.12	33.99	34.89	35.56
Security Specialist	45.00						
On-Line Learning Coordinator Substitute	21.66						
RN Substitute	38.02						
FOOD SERVICES							
Head Cook	22.69	23.92	24.90	26.07	26.81	27.52	28.25
Assistant Cook/Dishwasher	20.48	20.87	21.28	21.68	22.47	23.47	24.16
Clerk	20.94	21.35	21.80	22.22	23.00	24.02	24.69
Substitute	20.42						
MAINTENANCE/GROUNDS/CUSTODIAL							
Custodian	24.07	24.66	25.55	26.05	26.93	27.92	28.61
Maintenance/Grounds	26.81	27.39	28.32	28.83	29.68	30.69	31.36
Substitute	21.79						
TRANSPORTATION							
Mechanic	29.55	31.55	33.26	33.89	34.90	35.93	36.61
Bus Driver	26.86	28.84	30.49	31.09	32.01	33.01	33.69
Courier	22.08	22.73	23.39	24.07	24.72	25.39	26.04
Substitute	26.75						
ADMINISTRATIVE ASSISTANT							
Administrative Assistant	24.17	25.51	25.76	26.25	27.03	28.05	29.69
MS/HS Registrar	26.84	28.84	30.49	31.09	32.01	33.01	33.69
Special Services	26.84	28.84	30.49	31.09	32.01	33.01	33.58
Substitute	21.76						

EDUCATIONAL STIPENDS
AA = 75 cents (\$0.75) per hour
BAVBS = \$1.00 per hour
MAMS = \$1.50 per hour
<i>If education stipend is not being used then clock hours can be applied</i>
Every 50 clock hours = 25 cents (\$0.25) per hour



LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, LAKE CHELAN CHAPTER AND THE LAKE CHELAN SCHOOL DISTRICT #129. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXIV, SECTION 24.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

1. Position Reclassification

- o Effective May 1, 2025, the Computer Technician position shall be removed from the PSE bargaining unit and designated as a non-represented position.

2. Notification to Employee

- o The affected employee(s) currently holding the Computer Technician position shall be provided written notice of this reclassification, including a summary of any changes to employment terms, benefits, reporting structure, and responsibilities.

3. Wages and Benefits

- o The District agrees that any changes to the wages or benefits associated with the reclassified position will be reviewed and implemented in accordance with applicable District policies and will not result in a reduction of current total compensation during the transition period.

4. Good Faith Collaboration

- o This agreement does not constitute a precedent or waiver for future classification decisions. The District and PSE agree to engage in good faith discussions should similar circumstances arise involving other positions.

5. Ratification

- o This Letter of Agreement shall become effective upon signature by both parties and shall be appended to the current Collective Bargaining Agreement between the District and PSE.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

LAKE CHELAN CHAPTER

LAKE CHELAN SCHOOL DISTRICT #129

BY: 

Lisa Gleasman, Chapter President

BY: 

Brad Wilson, Superintendent

DATE: 5/2/2025

DATE: 5-2-2025

