

COLLECTIVE BARGAINING AGREEMENT BETWEEN

LIBERTY SCHOOL DISTRICT #362

AND

PUBLIC SCHOOL EMPLOYEES OF LIBERTY

SEPTEMBER 1, 2024 - AUGUST 31, 2027



Public School Employees of Washington/SEIU Local 1948
P.O. Box 798
Auburn, Washington 98071-0798
1-866-820-5652
www.pseclassified.org

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DECLARATION OF PRINCIPLES

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

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P R E A M B L E

This Agreement is made and entered into between Liberty School District Number 362 (hereinafter “District”) and Public School Employees of Liberty School District, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter “Association”).

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

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ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Exclusive Representative.

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

Section 1.2. Confidential Exempt Positions.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as Deputy, Administrative Assistant, Administrative Secretary, or Food Service Supervisor necessarily

1 imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to
2 RCW 41.56.030 (2).

3
4 **Section 1.3. Bargaining Unit.**

5 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in
6 the following general job classifications: Transportation, Paraeducator, Food Service, Maintenance and
7 Operations, Office Assistant, Tech/Media Specialist and Secretarial.

8
9 Excluded are Transportation /Facilities Director, Food Services Supervisor, District Administrative
10 Assistant, Finance/HR Director, and the Director of Special Services.

11
12 **Section 1.3.1. Substitutes Employees.**

13 Substitute employees are defined as one who fills in for another employee. Substitute
14 employees are not members of the bargaining unit and shall not be entitled to any rights or
15 benefits contained in the agreement, other than the wage rates contained in Schedule A.
16 Substitute positions will not exceed thirty (30) workdays unless a substitute position is
17 extended by mutual agreement between the District and the Association.

18
19 **Section 1.3.2. Temporary Employees.**

20 A temporary position is one where an opening is created by a leave of absence, a short-term
21 staffing need which does not warrant the posting of a permanent position, or when
22 extraordinary needs require a temporary appointment.

23
24 Temporary positions shall be posted with specific beginning and ending dates, or likely length
25 of employment specified on the job posting. Temporary positions expected to be more than
26 thirty (30) workdays shall be opened and posted pursuant to Section 10.8. Exceptions to the
27 thirty (30) workday provisions may be made upon mutual agreement of the Association and the
28 district.

29
30 **Section 1.4. Job Descriptions.**

31 The District will provide the Association with such amendments, changes, and additions to job
32 descriptions as they may from time to time occur. The District shall provide job descriptions to the
33 employees subject to this agreement, upon request from the employee or the Association.

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37 **ARTICLE II**

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39 **RIGHTS OF THE EMPLOYER**

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41 **Section 2.1.**

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

1 means, and the personnel by which operations undertaken by the employees in the unit are to be
2 conducted.

3
4 **Section 2.2.**

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

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12 **ARTICLE III**

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14 **RIGHTS OF THE EMPLOYEES**

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16 **Section 3.1.**

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

25
26 **Section 3.2.**

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

29
30 **Section 3.3. Union Representation.**

31 Employees subject to this Agreement have the right to have Association representatives or other
32 persons, present at discussions between themselves and supervisors or other representatives of the
33 District. The Association representative may include the PSE Field Representative.

34
35 **Section 3.4. Discrimination.**

36 As reflected in law, neither the District nor the Association shall discriminate against any employee
37 subject to this agreement on the basis of race, creed, color, sex, religion, age, or because of a disability
38 with respect to a position, the duties of which may be performed efficiently by an individual without
39 danger to the health or safety of a person with a disability or others.

40
41 **Section 3.5. Personnel File.**

42 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the
43 District administration office. Each employee shall have the right upon request, and after making an
44 appointment for that purpose with the personnel administrator, to review the contents of his/her official
45 personnel file. The review shall be made in the presence of the administrator responsible for
46 safekeeping of these files.

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1 During the review employees shall be allowed to copy any material therein and shall be permitted to
2 make a written inventory of the material and, on request, have the inventory signed and dated by a
3 representative of the administration.
4

5 **Section 3.5.1. Employee Rights to Personnel File.**

6 Each employee shall be provided a copy of all material placed in his or her personnel file
7 within five (5) days of its insertion. An employee may attach comments to any material that is a
8 part of the personnel file. Any material placed in the file must indicate the author (source) of
9 the material. Derogatory material will be withdrawn from the file after three (3) years if
10 requested by the employee.
11

12 **Section 3.5.2. Medical File.**

13 In order to comply with the Americans with Disabilities Act (ADA), the District shall maintain
14 a medical information file for each District employee separate from the personnel file.
15

16 **Section 3.6. Evaluations.**

17 All classified employees will be observed and given a written evaluation by his/her supervisor once per
18 employment year. The forms will be attached to this agreement as Addendum C. Evaluations shall be
19 based on the elements contained in the employee's job description. Evaluations reflecting an
20 unsatisfactory level(s) of performance shall state specific reasons for said rating and the remedial
21 action/training necessary to correct the deficiency.
22

23 Issues contained in the formal evaluation that reflect substandard job performance by the employee
24 will be issues that have been previously discussed with the employee by the supervisor. To allow the
25 employee sufficient time to improve performance, it is expected that job performance concerns will be
26 discussed with the employee at the earliest possible opportunity, but no later than thirty (30) workdays
27 after the time when it first comes to the attention of the supervisor.
28

29 **Section 3.7. Immunizations.**

30 The District may request proof of immunizations from its employees. Once immunization records have
31 been provided to the District, such records shall be maintained in the employee's personnel file. No
32 specific vaccine shall be required as a condition of employment unless ordered by the Washington
33 State Department of Health. Employees without required vaccinations may only be excluded from the
34 work site if so, ordered by the Washington State Department of Health or Regional Health Department.
35

36 If an employee submits documentation authorizing a medical exemption from a required
37 immunization, they shall be provided the opportunity to work off-site if assigned job duties allow or if
38 unable to work, shall be entitled to utilize any paid or unpaid leave options available.
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42 **ARTICLE IV**

43 **RIGHTS OF THE ASSOCIATION**

44 **Section 4.1.**

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

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4 **Section 4.2. Employee Lists.**

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6 **Section 4.2.1. Member List.**

7 The Employer will provide PSE a monthly bargaining unit list transmitted electronically to
8 membership@pseofwa.org, and chapter Membership Officer (or whomever is responsible for
9 membership). Included will be those who are hired, rehired, reinstated, transferred into or out
10 of the bargaining unit, reclassified, promoted, downgraded, placed on leaves of absence of any
11 type (including retirement), and those added or deleted from the bargaining unit. All should
12 contain each bargaining unit employee's: name; employee number; classification; job title;
13 work location; personal phone number; address; work and personal e-mail address; hourly rate
14 of pay; hours worked; FTE, SEBB eligibility, gross pay; union dues paid; and language
15 preference.

16
17 **Section 4.2.2. Seniority List.**

18 An electronic version of the PSE Seniority List with all PSE represented employee names, hire
19 dates, job classifications, job titles and locations of work shall be provided no later than
20 November 1 to the President and Membership Officers of the Association, and the PSE Field
21 Representative. This list will be provided upon request thereafter.

22
23 **Section 4.2.3. Personnel Updates (Board Reports).**

24 Personnel updates (Board reports) listing bargaining unit employees who are hired, rehired,
25 placed on leaves of absence of any type, separated (including retirement) will be reported
26 electronically to the Chapter President, the PSE Local Chapter Membership Officer(s) and
27 Public School Employees of Washington/SEIU Local 1948 State Organization membership
28 department. This report will include each listed bargaining unit employee's name, job title,
29 work location, personnel action, and work email.

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31 **Section 4.2.4. Dues Remittance List.**

32 The District shall provide the Public School Employees of Washington/SEIU Local 1948 with
33 a list of current employees for the purpose of remittance as reflected in Section 18.6.

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35 **Section 4.3. Labor Management Meetings.**

36 Liberty PSE will designate a Conference Committee of no less than two (2) members who may invite
37 the PSE Field Representative who will meet with the Superintendent and with supervisors as needed,
38 on a quarterly basis or as needed, at a mutually agreeable time and place. This meeting will be used to
39 discuss concerns and problems of mutual interest. The District will consult with the Association in the
40 formulation of any changes being considered to existing benefits, policies, practices, and procedures
41 during these meetings. All parties have the responsibility to consult with the other parties to advise,
42 discuss or consult regarding matters concerning working conditions not covered by this agreement and
43 will, from time to time, as appropriate, be advised of current and predicted workload information. The
44 meeting will not take the place of negotiations and there shall be no agreements resulting from these
45 meetings that will change, override, or otherwise affect the collective bargaining agreement.

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1 **Section 4.4. New Hire Notification.**

2 The employer will provide membership@pseofwa.org and the President or their Designee electronic
3 notification of the name, address, personal phone number, classification, job title, work location and
4 work and personal email address of all newly hired bargaining unit employees at least three (3)
5 workdays before they begin their first day on the job. The employer must exceed or meet the
6 requirements of RCW 41.56.035 and RCW 41.56.037.
7

8 **Section 4.4.1. New Employee Orientation (NEO).**

9 The Employer will provide PSE at least ten (10) days’ notice before any scheduled New
10 Employee Orientation, and within forty-eight (48) hours in advance of the orientation will
11 provide an electronic list of expected participants.
12

13 The Employer will provide PSE no less than thirty (30) minutes to make a presentation at the
14 beginning of each New Employee Orientation. Employer representatives shall not be present
15 during PSE’s presentation. PSE shall have the right to distribute materials, such as PSE new
16 hire packets, at the Orientation. If the meeting is conducted virtually, the Employer will provide
17 PSE with a current personal email and phone number to reach each new hire, consistent with
18 the New Hire Notification section above.
19

20 Any employee who misses their scheduled orientation will be notified and required to attend a
21 make-up attendance date. The make-up attendance date shall be scheduled within ten (10)
22 calendar days of the initial missed orientation, such notification will be provided to the
23 Association. An Association Representative, including, but not limited to, officers, stewards,
24 and members, shall conduct the sessions covered under this agreement.
25

26 **Section 4.4.2. Access to New Employees of the Bargaining Unit.**

27 The District will provide PSE reasonable access to new employees of the bargaining unit for
28 the purpose of presenting information about PSE to the new employee. “Reasonable access” for
29 the purposes of this section means the access to the new employee occurs within one week of
30 the employee’s start date within the bargaining unit; the access is for no less than thirty (30)
31 minutes; and the access occurs during the new employee’s regular work hours without loss of
32 compensation at the employee’s regular worksite, or at a location mutually agreed to by the
33 District and PSE.
34

35 The Association shall describe to each new employee his/her rights under the Public
36 Employees Collective Bargaining Act of 1967 and subsequent amendments thereto and shall
37 provide such employee with a hard copy of this Agreement or a link to access it online.
38

39 **Section 4.5. Use of District Facilities.**

40 The District shall provide a bulletin board space at each work site for the use of the Association. The
41 Association shall have the right to post notices of activities and matters of Association concern on
42 these bulletin boards. The bulletins posted by the Association are the responsibility of the officials of
43 the Association. Each bulletin shall be signed by the Association official responsible for its posting.
44 Unsigned notices or bulletins may not be posted. There shall be no distribution or posting of
45 information, pamphlets, or advertisements for or against federal, state, or local political matters on
46 District property.
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1 The Association shall have the right to use District email service and staff mailboxes for
2 communication and facilities and equipment when such equipment or facilities are not otherwise in use
3 and provided such use is consistent with the law. The Association shall pay for the reasonable cost of
4 all materials and supplies incident to such use. District facilities may be used for meetings and to
5 transact official business, except if the business relates to issues defined as work stoppage.
6

7 **Section 4.6. Release Time for PSE State Business.**

8 Any bargaining unit member who holds a state elected position in the Association or is being requested
9 by Public School Employees of Washington/Local 1948 (PSE) State organization shall be permitted to
10 utilize intermittent release time when such time is paid in full by PSE. Request for release time will be
11 handled through the Superintendent.
12

13 **Section 4.7. Negotiations & Grievance Hearings.**

14 Association Representatives, along with designated Grievant/s and Witnesses, shall not suffer any loss
15 of pay when mutually schedule to participate in negotiations or grievance hearings during established
16 work hours. The employer and union are committed to collaborating in good faith to ensure the
17 scheduling of these events prioritizes the needs and preferences of all involved individuals. The
18 employer will minimize scheduling time outside of the workday for these events unless such time is
19 not feasible.
20

21 **Section 4.8. Applicability of Public Disclosure Laws.**

22 Nothing in this agreement precludes the District from providing documents in accordance with public
23 disclosure laws. The District will notify the employee and the Union prior to the release of any
24 requested record. Employees shall have four (4) business days to notify the District if they plan to file
25 an injunction blocking the request.
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29 **ARTICLE V**

30 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

31 **Section 5.1.**

32 It is agreed and understood that matters appropriate for consultation and negotiation between the
33 District and the Association are policies, programs, and procedures relating to or affecting hours,
34 wages, grievance procedures and general working conditions of employees in the bargaining unit
35 subject to this Agreement.
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39 **Section 5.2.**

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

ASSOCIATION REPRESENTATION

Section 6.1. Meet and Confer.

The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees on District time, if necessary, with the Superintendent's permission, and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated that he/she does not desire to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.2. On-Site Visit by Representative.

Visitation rights shall be granted to the designated representative of the Public School Employees of Washington/SEIU Local 1948 to visit with employees in the appropriate bargaining unit for purposes of grievance procedures and/or general information data. The visiting delegate shall notify the School District of his/her arrival and will not in any way interfere with the operations of the District.

Section 6.3. Release Time.

Time during working hours will be allowed Association representatives for attendance at meetings with the District. The employee representative will notify his/her supervisor of the need to be absent prior to leaving the work site/area. Time will also be allowed for representatives to discuss with the employee, grievances and appropriate matters directly related to work situations in their area or craft. Association representatives will guard against the use of excess time in the handling of such matters.

Section 6.4. Association Leave.

The Association shall be authorized a total of ten (10) days for the transaction of Association business not limited to, blitzes, PSE events, etc. The Association president or his/her designee shall notify the district superintendent and his/her immediate supervisor five (5) days in advance of the leave to be taken and shall name the member(s) to be absent. The Association or State PSE shall reimburse the district substitute costs for out of district Association business if a substitute is hired for the position.

Section 6.5. School Calendar.

It is recognized that the School Board has the responsibility to set the annual school calendar. Prior to adoption of the calendar, a proposed calendar will be presented to the Association for review. The PSE will have the equal opportunity for input and representation as all other employee associations.

Changes required during the year due to weather conditions and/or other emergency type problems will be made by the Superintendent. Before make-up days are decided, there will be discussion between the Superintendent and the Association; unless an emergency exists, however, the final decision will be made by the School Board and/or their designee.

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ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Definition of Shift.

Each employee shall be assigned to a definite shift with designated times of beginning and ending. On non-student days, shift times may change by mutual agreement between employee and immediate supervisor.

Section 7.1.1.

Employees shall receive notification prior to the end of the school year of continued employment for the succeeding year. Employees shall also be notified prior to the beginning of school (or their new work year) of the specific number of hours per day and days per year that they will work.

Section 7.2. Meal and Rest Breaks.

Each normal shift shall consist of forty (40) hours per week excluding daily thirty (30) minute uninterrupted lunch period at a time mutually agreed to by the supervisor and the employee; a ten (10) minute uninterrupted first half rest period, and a ten (10) minute uninterrupted second half rest period shall occur as near the middle of each half shift as is practicable. The lunch break and two ten (10) minute rest periods will be specifically scheduled by the supervisor.

Section 7.2.1.

In the event an employee is assigned to a shift less than the normal work shift previously defined in this Article, the employee shall be given a ten (10) minute uninterrupted rest period for each three (3) continuous hours of work. If the employee works five (5) hours or more, he/she will be provided a thirty (30) minute uninterrupted lunch period.

Section 7.2.2. Missed Lunch Period.

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at appropriate rates.

Section 7.3. Workweek.

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday, and Sunday. However, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest, or any schedule mutually agreed upon between the District, employee, and Association.

Section 7.4. Transportation Shifts.

Recognizing that personnel in the Transportation unit present special shift problems, the parties agree that shifts shall be established in that unit in relation to routes and driving times requisite to fulfilling tasks assigned by the Transportation/Facilities Director. Route times shall be established by the District.

A written notice shall be sent to each driver stating their total daily driving time within the first thirty (30) workdays of each school year. In the event that the driver feels that driving time provided by the

1 District is not adequate they may, within ten (10) driving days of receipt of the notice of assigned
2 route, appeal to a committee.

3
4 The committee shall consist of a building principal, the transportation/facilities director, and a
5 representative bus driver. They will review the appeal and make a recommendation to the
6 Superintendent.

7
8 When a route time is changed during the school year the driver, if dissatisfied, may appeal the time
9 change to the committee within ten (10) driving days after the change is made. In the event the appeals
10 are not made during the ten (10) days driving period, established times shall be considered to be valid.

11
12 All bus drivers shall receive pay for forty-five (45) minutes per day for the purpose of bus cleanup, bus
13 warm-up and annual student bus safety program in addition to actual hours of driving time.

14
15 Bus drivers shall receive five (5) hours of additional pay for winter driving conditions to be paid
16 during the March pay period.

17
18 **Section 7.4.1. Extra Trips.**

19 All extra trips will be posted in the appropriate work areas with as much advance notice that is
20 possible prior to departure time.

21
22 **Section 7.4.1.1.**

23 If an activity is cancelled, the effected driver will have the first right of refusal for the
24 trip to/from the re-scheduled event.

25
26 **Section 7.4.2. Extra Trip Bids.**

27 Extra Trips will be filled by seniority. The transportation supervisor will call permanent
28 employees by seniority on a rotation basis to fill extra trips. If there are no permanent
29 employees available to drive the extra trips, then the Transportation Supervisor will call
30 substitute drivers to fill the trip.

31
32 All contracted drivers are eligible to sign up on one or more of the trip rotation lists. Sign up for
33 the lists happens twice a year: prior to school starting and at the commencement of second
34 semester. Initial placement on the trip rotation list shall be by seniority. If an eligible driver
35 signs up for the regular rotation list, they are automatically signed up on the short notice/rebid
36 rotation list.

37
38 Contracted drivers, hired between sign-up periods, are eligible to be added to the trip rotation
39 list. They will be placed at the bottom of the list in seniority order.

40
41 Non-contracted substitute and Trip drivers are eligible to sign up on the regular and short
42 notice/rebid trip rotation list. These individuals will be excluded from the rotation list and only
43 sign up to the bottom of the board, they will be able to pick up trips only after all contracted
44 drivers bids are awarded.

45
46 An eligible driver will forfeit any trip on the day of an absence or partial absence (Exception:
47 valid medical/dental appointment with note provided to dispatch or trip will be forfeited).

48 a. Absence is defined as not present.

1 b. Partial absence is defined as not present for any portion of the workday.

2
3 An eligible driver must work all scheduled hours the day before a trip or they will forfeit the
4 trip. This includes the last working day before any holidays, winter or spring break, or any non-
5 holiday days off (i.e. learning improvement days - LID days). The Union E-board will review
6 special circumstances and emergencies other than a driver's family illness, bereavement and/or
7 valid medical/dental appointment and provide transportation management with their
8 recommendation. The driver must provide a note to dispatch or trip will be forfeited.

9
10 Any contracted driver wishing to be removed from any of the rotation lists must do so in
11 writing to transportation management. They will remain off the trip rotation list until the next
12 scheduled sign-up period.

13
14 It is the primary responsibility of the driver to drive home-to-school routes for which she/he is
15 hired.

16
17 **Section 7.4.3. Activity Routes.**

18 Activity routes are bid according to seniority when a route becomes available by adding a route
19 or when a driver vacates a route for any reason. In addition, when a route is changed whereby a
20 driver loses twenty-five percent (25%) or more of their activity route within twenty (20)
21 consecutive workdays, the driver may protect their wages and hours by displacing a less senior
22 employee from their activity route.

23
24 **Section 7.4.4.**

25 In the event an extra trip conflicts with a regular scheduled run, a substitute may be employed
26 to cover the regular assignment with the approval of the District Transportation/Facilities
27 Director.

28
29 **Section 7.4.5. Overnight Trips.**

30 The Transportation/Facilities Director may give permission to allow regular drivers to forego
31 their regular run or runs in order to be able to take special overnight trips and remain within the
32 forty (40) hour limit. Interested drivers will sign for these trips seven (7) days in advance. The
33 supervisor and the assigned driver will review the trip for the amount of driving time, layover
34 time and other particulars relevant to the trip before the trip departs.

35
36 **Section 7.4.6. Chaperone.**

37 The Building Principal shall ensure that a qualified chaperone is assigned to each extra trip.
38 Drivers will be expected to provide reasonable adult supervision of students but will not be
39 required to be a participant at the scheduled event.

40
41 **Section 7.4.7. Non-Home Store Drivers.**

42 Non-Home Store drivers shall receive a travel stipend to reimburse for daily wear-and-tear of
43 their personal vehicles to-and-from their homes to the school. The stipend shall be dependent
44 on the distance the driver lives from the District office, and will be paid as follows:

45
46

5.4 miles or less	–	\$250 paid in January
5.5-15.4 miles	-	\$300 paid in January
15.5+ miles	-	\$350 paid in January

47
48

- Mileage is calculated in a direct route from current residence to school.

Section 7.5. School Closure.

In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Employees reporting to work shall receive a minimum of two (2) hours pay at current hourly rate in the event of such a closure. However, no employee shall be entitled to any such compensation in the event he/she have been actually notified by the District of the closure prior to leaving for work.

Section 7.5.1. Inclement Weather/Emergencies.

In the event that school closes due to inclement weather or other circumstances the supervisor will determine whether to allow the employees to leave early. The employee will suffer no loss in wage if allowed to leave early.

In the event the electricity goes out in the district after school hours and does not come on within ninety (90) minutes the employees will be allowed to leave. Employees will suffer no loss of pay.

Section 7.5.2. District Shut Down (Long Term).

In the event of an unusual school closure due to a pandemic, epidemic, or the like, where any government official is requiring immediate closure, the District will make every effort to notify affected employees utilizing the procedures listed in Section 7.5. The parties will meet and confer throughout the period of time the district is shut down regarding the processes and impacts to employees.

Section 7.6. Out-of-Assignment Pay.

Employees who are required to work in a position with a different job classification will receive their current rate of pay or the entry rate of the other position, whichever is greater.

Section 7.7. Overtime/Compensatory Time.

Overtime shall be offered to employees in the same general job classification. Overtime assignments shall be distributed in accordance with the seniority provisions. Overtime may be granted either in pay or compensatory time off at the option of the employee, prior to the event. No employee shall be compelled to take compensatory time in lieu of overtime pay.

Compensatory time earned for time worked over forty (40) hours shall be accrued at the rate of one and one-half (1½) times the overtime worked. The compensatory time off will be used as mutually agreed to by the employee and the immediate supervisor so as not to interfere with the regular workflow, but within two (2) pay periods of the time worked. Time not taken within two (2) pay periods will be compensated at the appropriate rate.

Section 7.7.1.

All hours worked in excess of forty (40) hours per workweek shall be compensated at the rate of one and one-half (1½) times the current hourly rate.

Section 7.8. Call-back.

Employees called back on a regular workday or called on the Saturday or Sunday shall receive no less than two (2) hours pay at the appropriate rate.

1 **Section 7.9. Work on Non-Student Days.**

2 Temporary work for a specific time period, (beginning and ending date,) during non-student days, will
3 be offered to less than twelve (12) month qualified employees first.

4
5 Temporary employees who are not district employees shall be entitled to the wage rates contained in
6 Schedule A only. If the employee is a regular employee, assigned/awarded the temporary position, the
7 employee shall be entitled to all of the provisions of the contract available at the time of the
8 assignment.

9
10 Temporary positions will be offered first to current, qualified and available employees who are in less
11 than full-time or less than twelve (12) month positions, provided their regular schedule can
12 accommodate the temporary position. Current employees shall not suffer a loss in benefits as a result
13 of filling a temporary position.

14
15 **Section 7.10. Work on Monday-Friday Non-School Days.**

16 Any event requiring a custodian on a Monday-Friday Non School Day will be offered to the less than
17 twelve (12) month employee first. If he/she declines, then will be offered to a substitute.

18
19 **Section 7.11. Additional Time for Staff Meetings.**

20 Classified staff with prior Supervisor approval can turn in additional hours to attend staff operations
21 meetings.

22
23 **Section 7.12. Conference Days for Paraeducators.**

- 24 A. Paraeducators are contracted to work full days.
25 B. Paraeducators who choose not to work in the afternoon may take personal, medical leave or take
26 the time off as unpaid. They are to notify their supervisor and report their choice on their timesheet.

27
28 **Section 7.13. Paraeducator Prep Time.**

29 Paraeducators working with students will have thirty (30) minutes of prep time once a week after hours
30 with pay. Day and time will be approved by the Supervisor and building Administrator.

31
32 **Section 7.14. Right Response Stipend.**

33 A paraeducator asked by the district to have the Right Response Advanced training will receive a four
34 hundred dollars (\$400) stipend once a year.

35
36 **Section 7.15. Sub Caller Position.**

37 The building secretary who coordinates the substitute calling software as part of their job shall be paid
38 an additional six (6) days annually.

39
40 **Section 7.16. Substitute Teaching.**

41 Employees who possess an emergency substitute or teaching certificate may substitute within the
42 District. Employees requested by their supervisor to work as a substitute teacher for more than fifty
43 (50) minutes or a full secondary class period will receive an hourly stipend of two dollars (\$2.00), or
44 whichever is higher. Should the employee have daily time covered by this section, it will be noted to
45 payroll and documented on the employee's timesheet at the time the employee is requested to work the
46 assignment. This provision is to be used for emergency substitute teacher shortages or when
47 extenuating circumstances warrant placing a classified employee in this role. The use of this provision

1 is at the supervisor's discretion. Paraeducators will have the option to accept or decline the assignment
2 without repercussions.
3
4

5 6 ARTICLE VIII

7 8 HOLIDAYS AND VACATIONS

9 10 **Section 8.1.**

11 All twelve (12) month employees shall receive the following paid holidays that fall within their work
12 year:

- | | |
|--|----------------------------|
| 13 1. New Year's Day | 7. Labor Day |
| 14 2. Martin Luther King, Jr. Birthday | 8. Veterans' Day |
| 15 3. Presidents' Day | 9. Thanksgiving Day |
| 16 4. Memorial Day | 10. Day after Thanksgiving |
| 17 5. Juneteenth | 11. Day before Christmas |
| 18 6. Independence Day | 12. Christmas Day |

19 20 **Section 8.1.1.**

21 Employees working less than twelve (12) months shall receive the following paid holidays,
22 prorated.

- | | |
|---------------------------------|---------------------------|
| 23 1. New Year's Day | 6. Labor Day |
| 24 2. Martin Luther King Jr Day | 7. Veterans' Day |
| 25 3. Presidents' Day | 8. Thanksgiving Day |
| 26 4. Memorial Day | 9. Day after Thanksgiving |
| 27 5. Juneteenth* | 10. Christmas Day |

28 **provided it falls within their contracted work year*
29

30 31 **Section 8.1.2.**

Holidays contained in this Article shall be paid on the proper pay period for that calendar day.

32 33 **Section 8.2. Un-worked Holidays.**

34 Eligible employees shall receive pay equal to their normal work shift, at their current daily rate of pay,
35 at the time the holiday occurs.
36

37 38 **Section 8.3. Worked Holidays.**

39 Full-time employees who are required to work on the above-described holidays shall receive time and
40 one-half (1½) their current rate of pay for the time worked plus the appropriate holiday pay.

41 42 **Section 8.4. Holidays during Vacation.**

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

45 46 **Section 8.5. Vacation Credits for 12 Month Employees.**

47 All twelve (12) month employees subject to this Agreement shall be credited with hours of vacation
48 credit, based on hours worked during the calendar year July 1 to June 30. Such vacation credit shall be
earned, vested, and used as designated in this Article.

1 **Section 8.5.1. Vacation Accrual.**

2 Each twelve (12) month employee shall earn the following paid vacation:

3
4 A. After one (1) year of employment - Ten (10) days paid vacation.

5
6 B. After five (5) years of employment the following paid vacation schedule:

<u>Years of Service</u>	<u>Days Vacation</u>
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20

18
19 **Section 8.6. Scheduling Vacations.**

20 It is mutually agreed that vacations shall be granted at the request of the employee, providing the
21 employee’s absence will not disrupt the normal activities of the District. Simultaneous vacation leaves
22 will be granted to a maximum of two (2) employees in the same job classification.

23
24 Vacation leave to be taken during the summer months shall be requested by May 1 of each year.
25 Seniority will determine which employee will be awarded the vacation dates if two or more employees
26 request the same time off.

27
28 Vacations for twelve (12) month employees will not be used during the first week or the last week of
29 school, or the last two weeks of August.

30
31 Vacation dates requested after May 1 shall be awarded on a first-come-first-served basis. Scheduled
32 and approved vacation leave that is cancelled by the district due to critical needs of the district may be
33 re-scheduled, carried over or cashed out at the option of the employee.

34
35 **Section 8.7. Eligibility.**

36 Eligibility for use of vacation credit shall be determined as follows:

37 A. An employee becomes eligible to use his vacation credit twelve (12) months after his/her date
38 of hire.

39
40 B. The eligibility date of an employee newly hired shall occur on the anniversary date of his
41 employment. Employees shall be eligible for benefits accruing during the first year prorated to
42 the next July 1.

43
44 **Section 8.8. Unused Vacation/Carry Over.**

45 Any vacation days currently due but unused by the new accrual date each year may be carried over for
46 one (1) year following the accrual date with the approval of the immediate supervisor and
47 superintendent. No vacation may be carried over for more than one (1) year beyond the date on which



1 it was awarded. No employee shall be denied accrued vacation benefits due to District employment
2 needs. Twelve-month employees may cash out five (5) unused vacation days per year in April.
3
4

5 6 **ARTICLE IX**

7 8 **LEAVES**

9 10 **Section 9.1. Sick Leave.**

11 Twelve (12) month employees will earn twelve (12) days of sick leave each year. Employees working
12 less than twelve (12) months per year will earn ten (10) days of sick leave, provided their work year is
13 at least one hundred eighty (180) days. If the work year is less than one hundred eighty (180) days, the
14 employee will earn a prorated share of the ten (10) days based on the number of days in the
15 employee's work year divided by one hundred eighty (180). A sick leave day shall be equivalent to the
16 number of hours worked in the employee's regular day. Accumulated sick leave may be expended on
17 an hourly rather than daily basis.
18

19 At the beginning of each school year, each employee will be credited with the number of sick leave
20 hours generated for his/her position. If the employee terminates employment, he/she will reimburse the
21 District for any sick leave taken but not accrued.
22

23 **Section 9.1.1.**

24 Sick leave may be applied to absence caused by the illness or injury of an employee or a
25 member of his/her immediate family. Immediate family is defined as an employee's child,
26 spouse, parent, stepparent, grandparent, sibling, or equivalent relationship of those of the
27 employee's spouse, "step" relationships and anyone living in the employee's household.
28

29 Sick leave may be used for health-related appointments. Notice for such leave shall be made to
30 the immediate supervisor, whenever possible, forty-eight (48) hours prior to the date of the
31 appointment. Abuse of sick leave is cause for discipline.
32

33 **Section 9.1.2.**

34 All sick leave benefits shall terminate upon termination of employment for any reason unless
35 otherwise stipulated in statute or this agreement.
36

37 **Section 9.2. Paraeducator Partial-Day Absence.**

38 For Paraeducators, the following sick leave practice will apply. Sick leave may be taken in half-day
39 increments. For absences of an hour or less, no sick leave will be charged provided the paraeducator to
40 be gone secures coverage for his/her duties or assignments by another paraeducator who is on duty.
41 Notice of this arrangement must be provided to the supervisor.
42

43 **Section 9.3. Sick Leave Buy Back when Leaving Employment.**

44 A. Each person employed by the District who subsequently terminates employment due to either
45 retirement or death may personally, or through his/her estate in the event of death, elect to convert
46 all eligible, accumulated, unused sick leave days to monetary compensation. Vested out-of-service
47 employees who terminate employment but leave funds on deposit with a State retirement system
48 (PERS or SERS) shall not be considered to have retired or to be an eligible employee.

- 1 B. All unused sick leave days that have been accumulated by an eligible employee at a rate of
2 accumulation no greater than one (1) full day per month may be converted to monetary
3 compensation upon the employee’s termination of employment due to retirement or death per
4 Section 9.1.3.
- 5 C. “Retirement” for purposes of this policy shall mean commencing receiving a retirement allowance
6 from a State retirement system (PERS or SERS).
- 7 D. Compensation for converted accumulated sick leave shall be paid at the rate of twenty-five percent
8 (25%) of the average daily rate of compensation at the time of retirement for each day of unused
9 accumulated sick leave.

10
11 **Section 9.4. Leave of Absence.**

12 A leave of absence may be granted up to one-year. An additional year may be granted with
13 Superintendent approval. Employees who are unable to perform their duties because of personal
14 illness, maternity or other disability may, upon request, be granted leave of absence without pay at the
15 exhaustion of sick leave. Application for leave of absence for such conditions shall be made in writing
16 to the Superintendent for Board approval.

17
18 **Section 9.5. Sick Leave Cash Out.**

19 Pursuant to current statute, employees may cash in unused leave for illness or injury above an
20 accumulation of sixty (60) days at a ratio of one (1) full day’s pay for four (4) accumulated illness or
21 injury leave days. Such cash-in may not exceed the number of days accumulated the previous year less
22 the number of day’s illness or injury leave actually used in the previous year. For employees who are
23 retiring or in the event of an employee’s death, all illness or injury leave remaining at the time of
24 retirement or death may be cashed in at the ratio described above up to one hundred eighty (180) days
25 maximum.

26
27 **Section 9.6. VEBA III.**

28 The District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan (the
29 “Plan”) pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all
30 employees in the group who are eligible to participate in the Plan by reason of having excess sick leave
31 conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion
32 value of sick leave credits to the account of such employee available for contribution on an annual
33 basis and at retirement in accordance with the statute.

34
35 It is understood that all eligible employees will be required to sign and submit to the District a hold
36 harmless agreement complying with the statute. If an eligible employee fails to sign and submit such
37 agreement to the District, he/she will not be permitted to participate in the Plan at any time during the
38 term of this agreement, and any and all excess sick leave which in the absence of this agreement would
39 accrue to such employee during the term hereof shall be forfeited together with all cash-conversion
40 rights that pertain to such excess sick leave. VEBA will be renewed annually according to state law.

41
42 **Retirement Sick Leave Conversion:** For purpose of retirement contributions to the Plan, all employees
43 covered by this agreement who retire during the term hereof shall be eligible, and excess sick leave
44 shall be defined as the sick leave days accruing to the credit of such employee during the term of this
45 agreement.

46
47 **Annual Sick Leave Conversion:** Eligibility for participation on an annual basis is limited to employees
48 who have accumulated 180 days of unused sick leave. To be eligible during the term of this agreement,



1 an employee must have accumulated at least 180 days of unused sick leave as of the effective date of
2 this agreement.

3
4 In order to administer the Plan, the District will deposit all sick leave conversion funds to the credit of
5 each participating employee in the VEBA Trust for Employees of Public School Districts in the State
6 of Washington.

7
8 **Section 9.7. Emergency Leave.**

9 Leave with pay shall be granted for such emergencies that necessitates employee's absence during
10 their shift hours. An emergency is defined as a problem that must have been suddenly precipitated and
11 must be of such nature that preplanning was not possible or where preplanning could not relieve the
12 necessity for the employee's absence. Such leave shall be applied for in advance except in an extreme
13 emergency. The employee will notify his/her immediate supervisor as soon as possible. Such leave
14 shall be deducted from accumulated leave, or on an unpaid basis, at the employee's option.

15
16 **Section 9.8 Snow Days.**

17 Leave for school snow closure days may be granted for twelve (12) month employees with immediate
18 supervisor's permission. School snow closure days will not be deducted from employee's pay or other
19 granted leaves. This leave is not to exceed actual snow closure days for the school year. If an extreme
20 weather event takes place on a non-student day, employees will communicate with their immediate
21 supervisor regarding their work schedule. Employees unable to report to work will be required to use
22 accrued leave for the absence.

23
24 **Section 9.9. Bereavement Leave.**

25 Up to five (5) days leave with pay will be authorized by the District in the event of death of any
26 member of the immediate family and may be authorized by the District for other people of significant
27 relationship. Immediate family includes parents, spouse/significant other, child, siblings, aunt, uncle,
28 niece, nephew, cousin, grandparents, grandchild, the like relationships to the employee's spouse and
29 any other relative living in the same household. Step relationships and foster family will also be
30 included. Bereavement leave will not be deducted from sick leave for immediate family members. If it
31 is for another person of significant relationship, such bereavement leave will be deducted from sick
32 leave. The District retains the right to require the employee to supply proof of death and/or relationship
33 of deceased as well as justification of time required for bereavement related activities.

34
35 **Section 9.10. Maternity and Paternity Leave.**

- 36 A. Unpaid maternity leave may be granted for a period not to exceed one year. Paternity leave shall be
37 granted for five (5) days to be deducted from the employee's available leave or on an unpaid basis,
38 at the employee's option.
- 39 B. In the event of a birth of a child to the employee's spouse, sick leave will be allowed. Such leave
40 shall be granted in increments of one-half (½) days.
- 41 C. An employee legally adopting a child should notify the District in writing of the intent to take
42 adoption leave stating the expected date of leave and return to employment. Adoption leave or
43 leave for foster children shall be granted for a period not to exceed two (2) months.

44
45 **Section 9.11. Personal Leave.**

46 Four (4) days of leave per year shall be granted with pay for personal leave for a twelve (12) month
47 employee. Three (3) days of personal leave will be granted to less than twelve (12) month employees.
48 Such leave is not cumulative and shall not be deducted from any accumulated leave.

1 The employee may cash out unused Personal Days in June, July, or August at the rate of fifty percent
2 (50%) for time accrued.

3
4 Three (3) days may be carried over from year-to-year to a maximum of seven (7) in any year for
5 twelve (12) month employees. Three (3) days may be carried over from year-to-year to a maximum of
6 six (6) in any year for less than twelve (12) month employees. The employee must give written
7 notification of carry-over no later than June 1; otherwise, the employee will be reimbursed for unused
8 leave.

9
10 The following shall govern the use of Personal Leave:

- 11 A. If possible, the employee will notify the building principal or immediate supervisor five (5)
12 days in advance of taking the leave.
- 13 B. The leave may not be taken on the day immediately preceding or immediately following a three
14 (3) day weekend, winter break, spring break, or during the final week of the school year
15 without the Superintendent's approval.
- 16 C. In the event that more employees request Personal Leave on a given day than there are
17 available substitutes, then such leave shall be granted on the basis of those making the earliest
18 request(s).

19
20 **Section 9.12. Family Leave.**

21 The District shall post information on the Family Medical Leave Act (FMLA) at each employee work
22 site. Employees should be aware that certain use of FMLA could result in the employee exhausting all
23 accrued sick leave.

24
25 **Section 9.13. Additional Leave.**

26 The District will provide additional leave in accordance with Washington state law, including
27 Domestic Violence Leave and Faith or Conscience Leave. Additional information about specific leaves
28 can be found at www.leg.wa.gov.

29
30 **Section 9.14. Jury Duty and Subpoena Leave.**

31 Leave of absence with pay shall be granted for jury duty. Any compensation received for jury duty
32 performed on contracted days shall be paid to the District. The employee shall notify the District when
33 notification to serve jury duty is received. Employees may secure support from the District office in
34 seeking relief from jury duty when it interferes with professional obligations to the employee's work
35 assignment.

36
37 Leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of
38 law. If any witness fees are paid, that amount shall be paid to the District.

39
40 **Section 9.15. Washington State Paid Family and Medical Leave (PFML).**

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

- 43 • The District shall annually notify employees about the benefits available under PFML.
- 44 • Employees will be required to file a claim for PFML benefits with the Employment Security
45 Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/> all
46 payments will come from the ESD.
- 47 • Employees will be required to contact the Employment Security Guidelines to determine the
48 amount of leave available.

- To qualify for PFML, employees must work no less than eight hundred and twenty (820) hours in employment in Washington State during the qualifying period Employment Security will determine the employees 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.

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1.

The seniority of an employee within the bargaining unit shall be established as of the date on which he/she was hired by the District (hereinafter “hire date”) unless such seniority shall be lost as hereinafter provided.

Section 10.2.

Each new hire shall remain in a probationary status for a period of not more than sixty (60) days following the hiring date. During this probationary period the District may discharge such employee.

Section 10.3.

At the end of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the employee’s hire date.

Section 10.4.

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

- A. Resignation from a bargaining unit position.
- B. Discharge for any reason contained in this Agreement.
- C. Retirement.

Section 10.5.

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

- A. Time lost by reason of industrial accident or industrial illness for which a leave is permitted, or judicial leave.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on other authorized leaves of absence, not to exceed one year.
- D. Time spent in layoff status as hereinafter provided.

Section 10.6.

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

Section 10.7. Preferential Rights.

The employee with the earliest hire date shall have absolute preferential rights regarding shift selection, vacation periods and special services (including overtime). The employee with the greatest

1 seniority shall have preferential rights regarding promotions, assignment to new or open jobs or
2 positions, and layoffs when ability and performance are substantially equal with those individuals
3 junior to the employee. If the District determines that seniority rights should not govern because a
4 junior employee possesses ability and performance substantially greater than a senior employee or
5 senior employees, the District shall set forth in writing to the employee or employees its reasons why
6 the senior employee or employees have been bypassed.

7
8 **Section 10.7.1. Retention of Seniority Date.**

9 An employee who changes job classifications within the bargaining unit shall retain their hire
10 date in the previous classification and retain seniority status in the previous classification. The
11 employee will only accumulate seniority in the new position.

12
13 **Section 10.8. Job Posting.**

14 The District shall publicize within the bargaining unit the availability of new or open positions for no
15 less than five (5) business days. All postings will include a job description when possible and a closing
16 date. The hiring will take place as soon as possible after the closing date, the screening process and
17 proper interviews have taken place.

18
19 **Section 10.8.1. Trial Period.**

20 Employees who change job classifications or positions within their classifications within the
21 bargaining unit shall have twenty (20) working days on-the-job “trial period.” If, at the end of
22 the twenty (20) day period, the District deems the employee unqualified to meet the job
23 requirements, the employee shall be returned to his/her former position. The employee reserves
24 the right to return to his/her former position within the twenty (20) working days.

25
26 **Section 10.8.2.**

27 In the event an employee secures a position in another classification the employee will be
28 placed on the first year of the longevity schedule and all longevity years in the former position
29 will be forfeited. However, the years of seniority accrued in the former position will be
30 maintained.

31
32 **Section 10.9. Layoff.**

33 In the event of layoff, an employee may return to their previous job classification at the retained
34 seniority level in that classification. They may only bump an individual with less seniority in the
35 previous classification. Employees affected by a layoff shall be placed on an employment list
36 maintained by the District. Such employees will be recalled according to seniority rank, for openings
37 in the classification held immediately prior to layoff. Names shall remain on the layoff list for one (1)
38 year. Open positions will be posted for the consideration of current employees within the classification
39 before those openings are offered to employees on lay off.

40
41 **Section 10.9.1.**

42 Employees laid off shall file their addresses in writing with the Superintendent's office and
43 shall thereafter promptly advise the District in writing of any changes of address.

44
45 **Section 10.9.2.**

46 An employee shall forfeit employment rights if the employee does not respond to the offer of
47 employment within three (3) days after receiving the notice and will report for duty not more
48 than ten (10) working days after receiving notice of opening.

1 **Section 10.9.3.**

2 An employee laid off who rejects an offer of reemployment forfeits seniority; provided, that
3 such employee is offered a position substantially equal in wages, hours and benefits to that held
4 prior to layoff.

5
6 **Section 10.9.4.**

7 In the event of a reduction in force (RIF) employees hired prior to 2014 under the Maintenance
8 and Operations classification will be reduced based on seniority.

9
10 **Section 10.9.5. Substituting on Layoff.**

11 Employees on layoff shall be called first to substitute in any classification for which they are
12 qualified before any out of district employee is called. Employees who are on lay-off status and
13 are asked to substitute may refuse the work and not jeopardize their right to recall per Section
14 10.9.

15
16
17 **ARTICLE XI**

18
19 **STAFF DEVELOPMENT**

20
21
22 **Section 11.1. Paraeducator Requirements.**

23 Effective September 1, 2019, all paraeducators defined as classified school employees who work under
24 the supervisor of certificated or licensed staff member to support and assist in providing instructional
25 and other services to students and their families must meet the following minimum requirements:

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

32
33 Paraeducators who have successfully completed the ETS will be required to complete the Fundamental
34 Course of Study (FSC). Starting with the 2019-2020 school year, the District must provide fourteen
35 (14) hours of the twenty-eight (28) hour FSC. The training must be paid training for the employee and
36 cover associated costs on the state standards of practice for all paraeducators. The District will provide
37 access to computers and other technology needed to be successful in obtaining the FSC and
38 certificates.

39
40 Paraeducators are then eligible to earn a General Certificate by completing an additional seventy (70)
41 hours of courses on the standards of practice. The General Certificate must be completed within three
42 (3) years of finishing the FSC and will not expire.

43
44 Paraeducators can also complete the Subject Matter Certificates (SMC). The SMC consists of the
45 English Language Learner (ELL) Subject Matter and the Special Education Subject Matter
46 Certificates. Both certificates require twenty (20) hours of professional development in their specific
47 subject area and the certificates will expire after five (5) years. Course hours for the SMC will count
48 towards the General Certificate.



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

5
6 **Section 11.1.2. State Requirements.**

7 All paraeducators will meet the minimum requirements as defined by the state in order to work
8 with students.

9
10 **Section 11.2. District In-Service / Mandatory Meetings.**

11 In order to promote and encourage employee growth, the District will approve up to twelve (12) hours
12 of District sponsored in-service payable at the employee's hourly wage. First Aid training will be
13 included in this rate although the hours will not be included in the twelve (12) hours nor apply to the
14 wage enhancement provisions in Schedule B.

15
16 **Section 11.3. Professional Development Committee.**

17 The Professional Development Committee will be made up of one PSE member from each
18 classification, and the President or designee, plus one PSE member at large, to distribute District funds
19 of seven thousand dollars (\$7000) each year. These monies are intended for bargaining unit members to
20 be used for wage enhancement provided for in Schedule A. Operational procedures will be determined
21 by Chapter membership. Requests for funds will be made to and approved by the Professional
22 Development Committee and sent to the Superintendent for review. If the Superintendent does not
23 approve, the request will return to the Professional Development Committee for appeal.

24
25 **Section 11.4. Apprenticeship Program.**

26 The District and PSE mutually agree to the participation of the District employees in the Washington
27 Public School Classified Employees Joint Apprenticeship and Training Committee (WPSCEJATC)
28 and the programs approved and registered with the Washington State Apprenticeship and Training
29 Council.

30
31
32
33 **ARTICLE XII**

34
35 **DISCIPLINE/DISCHARGE OF EMPLOYEES**

36
37 **Section 12.1. Just Cause.**

38 The District shall have the right to discipline or discharge an employee for just cause. If the District
39 has reason to discipline an employee, it shall be done in private. The Seven Tests of Just Cause will be
40 applied in all cases of discipline, per Addendum C.

41
42 **Section 12.1.1.**

43 The issue of sufficient cause shall be resolved in accordance with the Grievance Procedures of
44 this Agreement.

45
46 **Section 12.2. Progressive Discipline.**

47 When disciplining an employee, the following progressive discipline model will apply as follows: (1)
48 Oral Warning – written record to supervisor's working file only; (2) Written Warning sent to the

1 employee's personnel file (3) Written Reprimand – with a plan of improvement– sent to employee's
2 personnel file; (4) Suspension; (5) Discharge. Steps in this model may be skipped depending on the
3 severity of the infraction.

4
5 **Section 12.3. Representation (Weingarten Rights).**

6 An employee may request and shall be granted representation at any hearing/meeting that the
7 employee believes may result in discipline or discharge. Representation may be furnished by an on-site
8 member of the employee's choice. If the Field Representative assigned to the Chapter is requested, the
9 representative shall have twenty-four (24) hours to arrange to attend.

10
11 **Section 12.4. Notification to Non-Annual Employees.**

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

14
15 **Section 12.4.1.**

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

18
19 **Section 12.4.2.**

20 Nothing contained herein shall be construed to prevent the District from discharging an
21 employee for acts of misconduct occurring after the expiration of the school year. Any
22 disciplinary action may be appealed through the grievance procedure outlined in this
23 agreement.

24
25
26 **ARTICLE XIII**

27
28 **INSURANCE AND RETIREMENT**

29
30
31 **Section 13.1. SEBB Benefits.**

32 The District shall provide qualified employees with insurance benefits that align with the rules and
33 regulations set by the SEBB (School Employee Benefits Board).

34
35 **A. Availability:**

- 36 1. Qualified employees who work or will work a minimum of 630 hours during the year.
- 37 2. Open enrollment dates in the fall set per SEBB
- 38 3. Employees are responsible for enrolling online or with forms provided by SEBB.

39 **B. Benefits:**

- 40 1. Qualified Employees will be provided SEBB benefits that include medical, dental, vision,
41 basic life/accidental insurance and long-term disability insurance.
- 42 2. Employees may select a carrier approved by SEBB

43 **C. Premiums:**

- 44 1. The district shall pay their portion of the employee premium as established by SEBB.
- 45 2. Employees will be responsible for their portion of the premium.
- 46 3. Any additional premium surcharges will be paid by the employee.

1 The annual open enrollment period is determined by SEBB. This period will be communicated by the
2 District and SEBB.

3
4 As per SEBB requirements, if a plan is not chosen during an enrollment period, the employee will be
5 defaulted into medical, dental, vision, life and accidental death and dismemberment, and long-term
6 disability as a single subscriber in the default plans. The employee will also be charged the tobacco use
7 premium surcharge and dependents will not be enrolled. In addition, employees will not be able to
8 change plans or enroll any eligible dependents until the SEBB program annual open enrollment or
9 unless they have a special open enrollment event that allows the change, such as a marriage, birth or
10 adoption.

11
12 **Section 13.2. Tort Liability.**

13 The District shall provide tort liability coverage for all employees subject to this Agreement while
14 acting within the scope of their employment.

15
16 **Section 13.3. Physicals.**

17 The District will pay all of the costs for physicals by a District approved medical provider, X-ray and
18 or health cards and mandatory drug/alcohol testing when required as a condition of employment for
19 District employees.

20
21 **Section 13.4. Retirement.**

22 In determining whether an employee subject to this Agreement is eligible for participation in a
23 Washington State Public Employees Retirement System, (any and all SERS and PERS plans) the
24 District shall report all hours worked, whether straight time, overtime, or otherwise.

25
26 **Section 13.5. VEBA.**

27 The District shall provide, through its payroll system, the opportunity for the Association to participate
28 in a VEBA plan. The VEBA plan will include options for sick leave conversion, monthly
29 contributions, or cash out at the time of an eligible separation per state law.

30
31 **Section 13.5.1. Employee Contribution.**

32 PSE membership will vote annually to adopt/renew the parameters of their Association's
33 VEBA plan in conjunction with the contract year (September 1-August 31) to approve or
34 amend the amount, if any, of employee contributions into their VEBA accounts.

35
36 **Section 13.5.2. District Contribution.**

37 The District shall provide, as an employer paid benefit to help defray out-of-pocket medical
38 expenses, an annual VEBA contribution of two hundred seventy-five dollars (\$275) per
39 employee in the month January. This health reimbursement arrangement (HRA) program shall
40 in no way effect or replace any existing VEBA plan currently offered to bargaining unit
41 employees which allow for eligible employees to cash-out unused sick leave into their VEBA
42 accounts at the time of retirement, pursuant to RCW 28A.400.210 and Section 9.1.4.1.

43
44 **Section 13.6. Insurance Committee.**

45 Should the District have an insurance committee a representative from the bargaining unit will be
46 invited.

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ARTICLE XIV

CHECKOFF AND ASSOCIATION MEMBERSHIP

Section 14.1. Association Membership.

Each employee subject to this Agreement has the right to become an Association member in good standing by paying monthly dues. Maintaining membership with the Association entitles an employee to additional benefits of union membership. The Association shall be the custodian of record for an employee's Association membership.

Section 14.2. Authorization and Revocation.

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

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

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

Section 14.3. PSE Regular Dues Check Off.

The employer shall deduct PSE state dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948. Transmissions will include payments and an electronic list of all represented employees with deduction amounts. The employer agrees to submit gross monthly dues remittance via Automated Clearing House (ACH) monthly once the school district moves to the ACH payment processing system. Transactions will be received by the first Monday following payroll. Submissions are to include all gross wages monthly for all employment performed under the terms of the Collective Bargaining Agreement. A dues remittance form needs to accompany the payment every month and include membership status changes, resignations, LOA, name changes, etc. or provide a list with the dues file.

Section 14.4. Voluntary Political Action Contribution (COPE).

The District will upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contributions the employee voluntarily chooses for deduction for political purposes and will transmit the same to PSE on the PSE dues remittal check. Section 14.5 and 14.5.1. of the Collective Bargaining Agreement will apply to



1 these deductions. The employee may revoke the request at any time. At least annually, the employee
2 will be notified by the Association about the right to revoke the request.

3
4 **Section 14.5. Local Dues.**

5 The District will deduct by payroll deduction PSE local dues from all members of PSE from October
6 paycheck. In order for the District to deduct PSE local dues by payroll deduction, a Payroll Deduction
7 Authorization Form, which will include each member's name, amount to be deducted, and employees'
8 signatures must be completed by the local PSE organization. The form will be supplied by the district
9 and must be returned by the President of the local PSE to the business office no later than October 10
10 of each year.

11
12 **Section 14.6. Hold Harmless.**

13 The Association agrees to defend and hold the District harmless against any legal action brought
14 against the District in reference to valid membership.

15
16
17
18 **ARTICLE XV**

19
20 **GRIEVANCE PROCEDURE**

21
22 **Section 15.1. Purpose.**

23 The purpose of this procedure is to provide for the orderly and expeditious adjustment of individual
24 grievances. Provided, that any employee at any time may present his/her grievance to the employer and
25 have such grievance adjusted without the intervention of the exclusive bargaining representative as
26 long as such representative has been given the opportunity to be present at that adjustment and to make
27 its views known, and as the adjustment is not inconsistent with the terms of a collective bargaining
28 agreement then in effect.

29
30 **Section 15.2. Definitions.**

31
32 **Section 15.2.1.**

33 A "grievant" shall mean an employee or group of employees filing a grievance.

34
35 **Section 15.2.2.**

36 A "grievance" shall mean a claim by a grievant that there exists a misinterpretation or
37 misapplication of the terms of this Agreement.

38
39 **Section 15.2.3.**

40 "Days" shall mean classified workdays except in the event a grievance is not settled prior to the
41 end of the school year, days shall mean weekdays excluding holidays.

42
43 **Section 15.3. Procedure.**

44 The adjustment of grievances shall be accomplished as rapidly as is possible. To that end the number
45 of days within which step is prescribed to be accomplished shall be considered as maximum and every
46 effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in
47 this statement may be extended by mutual consent of the grievant and person by whom the grievance is
48 being considered.

1 **STEP I – Informal Discussion.**

2 All employees shall take up the grievance in written form (Addendum B) to their immediate supervisor
3 for an informal, private discussion, and every effort shall be made to adjust the grievance in this
4 informal manner. A written response shall be given by the grievant’s immediate supervisor within five
5 (5) days after the informal conference.

6
7 The employee shall reduce to writing in the grievance form (Addendum B) which will contain the
8 following:

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

12 All grievances not brought to the immediate supervisor in accordance with the preceding paragraphs
13 within thirty (30) workdays of the occurrence of the grievance shall be invalid and subject to no further
14 processing.

15
16 All grievances not brought to the next step within five (5) workdays after the employee received the
17 written response shall be invalid and subject to no further processing.

18
19 **STEP II – Written.**

20 If the employee is dissatisfied with the outcome of the informal, private discussion, the grievant may
21 refer his written grievance (Addendum B) directly to the Superintendent. The Superintendent shall
22 arrange a formal conference with the grievant within five (5) workdays of the receipt of the written
23 grievance. Either party may be accompanied by others who might contribute to the acceptable
24 adjustment of the grievance. A written response shall be given to the grievant by the Superintendent
25 within five (5) workdays after the formal conference.

26
27 **STEP III – School Board.**

28 If no settlement has been reached within the five (5) workdays referred to in Step II and the
29 Association believes the grievance to be valid, the grievant may request in writing a formal hearing
30 with the Board of Directors (School Board). The conference shall occur by the next regular Board
31 Meeting or within ten (10) workdays, whichever is later. A written response shall be mailed or
32 delivered to the grievant within ten (10) workdays after the formal hearing.

33
34 **STEP IV – Arbitration.**

35 If the grievance has not been adjusted to the satisfaction of the grievant at Step III or if no decision has
36 been rendered within thirty (30) calendar days after the formal hearing with the Board, the grievant
37 may demand arbitration of the grievance through the arbitration service provided by the Public
38 Employment Relations Commission (PERC).

39
40 A request for a list of arbitrators may be made to the Public Employment Relations Commission
41 (PERC) by either party. The parties will be bound by the rules and procedures of PERC.
42 The costs for the service of the arbitrator, including per diem expenses, if any, and travel and
43 subsistence expenses and the cost of any hearing room, will be borne equally by the District and the
44 Association. All other costs will be borne by the party incurring them. The decision of the arbitrator
45 shall be final and binding upon the parties.



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ARTICLE XVI

SALARIES

Section 16.1.

Salaries for employees subject to this Agreement are contained in this Schedule A attached hereto and by this reference incorporated herein. Such salaries are for the entire term of this Agreement subject to the terms and conditions of Article XVI.

Section 16.1.1.

If the District or any of its officials would be in violation of State Law or would incur any penalty or decrease in State support as a result of the compensation and benefits provided herein, the excess compensation and/or benefits provided shall be reduced to the maximum amount legally allowable with the District or any of its officials incurring any penalty or reduction in support. The reduction in compensation shall be at pro rata basis allowed all classified employees who received any increase in compensation under collective bargaining agreements or other contracts entered into with the District. Any over-payment may be collected from the employee or offset against future payments as determined by the District; provided, however, that should the District be informed by SPI of non-compliance, the local Association president shall be notified within two (2) workdays after receipt of notice by the District Superintendent. The Superintendent shall meet and consult with the local president and his field representatives prior to making any adjustments.

Section 16.2.

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

Section 16.2.1.

Payday will be the last business day of the month.

Section 16.3. Clock Hours.

The District and PSE of Liberty will work to support and improve the wage enhancement concept converting clock hours to credits (10 clock hours = 1 credit) for District approved workshops and classes. Processing of Clock hours for wage increases and notification.

- A. Clock hours must be reported to the district office on a clock hour form by September 1.
- B. Paraeducator also need to report clock hours to the ESD PD Enroller for hours.

Section 16.4.

Employees who attend workshops or other classes funded through their Professional Development Committee (PDC) may submit related expenses for reimbursement from PDC funds. When employees attend workshops at the request of their supervisor, all appropriate expenses will be paid, according to current District policy, by the District.

Section 16.5. Longevity.

All employees new to the District in a permanent position shall be placed at year zero (0) on Schedule A, unless they qualify for previous experience per Section 16.5.1. A new employee shall be considered as one who has never worked for the District previously or who worked as a substitute in

1 that classification for less than ninety days. This does not apply to employees presently employed by
2 the District who change or add a classification or those substitutes who have worked in that job
3 classification for more than ninety (90) days previously.

4
5 In the event an employee secures a position in another classification the employee will be placed on
6 the first year of the longevity schedule and all longevity years in the former position will be forfeited.
7 However, the years of seniority accrued in the former position will be maintained, as per Section
8 10.8.1.

9
10 **Section 16.5.1. Transfer of Previous Experience.**

11 New employees who have previous school district classified experience in a position
12 comparable to that which she/he was hired for, will be hired in compliance with RCW
13 28A.400.300 and placed accordingly on Schedule A. Seniority is not transferrable.

14
15 **Section 16.6. Keys.**

16 Employees are encouraged to use due caution with school keys and/or building access devices/codes.
17 Employees shall be responsible for building keys checked out to them and shall report any loss of keys
18 to their supervisor or district office as soon as possible. Employees will remit twenty five (\$25) /Key to
19 the District for replacement. If the keys are later found, the District will refund fifty percent (50%) of
20 the paid replacement cost as long as the key(s) are still useable.

21
22 **Section 16.7. Transportation.**

23
24 **Section 16.7.1. Extra trips.**

25 Extra trips shall be compensated at the Extra Trip Rate established on Schedule A for the full
26 time of the trip door to door, including thirty (30) minutes per trip for warm-up, fueling and
27 cleanup.

28
29 **Section 16.7.2. To and From Home/Storage.**

30 The time for to and from home/storage will be determined and paid on the basis of the most
31 direct route. In order for the District to provide this service, drivers in the same general vicinity
32 may be transported, at District option, in the same vehicle. Therefore, in actual practice, the
33 most direct route may not be taken in order to accommodate the drivers in the carpool.

34
35 The “to and from” home/storage time will be compensated at the Washington State minimum
36 wage.

37
38 **Section 16.7.3. CDL and Physical Costs.**

39 The CDL requirements that call for out of pocket expenses to regular route drivers for
40 endorsements test and renewal will be reimbursed by the District in the year the costs are
41 incurred. Receipts must be presented before reimbursement can be made. The District will
42 reimburse the costs for physicals only if provided by a medical practitioner approved by the
43 District per Section 13.3.

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ARTICLE XVII

TERM AND SEPARABILITY OF PROVISIONS

Section 17.1.

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

Section 17.2.

All provisions of this Agreement shall be applicable to the entire term of this Agreement except as provided in the following Section.

Section 17.3.

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

Provided, however, that the Agreement shall be reopened annually to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

The parties may agree to waive annual negotiations regarding wages and insurance by specific reference herein.

Section 17.4.

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

Section 17.5.

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


Section 17.6.

In the event either of the foregoing sections is determined to apply to any provision of this Agreement, such provisions shall be renegotiated pursuant to Section 17.3.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

LIBERTY CHAPTER

BY: 
Alex Fuchs, Chapter President

DATE: 8/27/24

LIBERTY SCHOOL DISTRICT #362

BY: 
Jerrad Jeske, Superintendent

DATE: 8/27/2024



**CLASSIFIED SALARY
SCHEDULE A
LIBERTY SCHOOL DISTRICT #362
SEPTEMBER 1, 2024 – AUGUST 31, 2025**

	SUBS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Longevity			
		Yr 1-2	Yr 3-4	Yr 5-6	Yr 7-8	Yr 9-10	Yr 11-12	Yr 13-14	Yr 15-19	Yr 20-24	Yr 25-29	Yr 30 on
CUSTODIAN	\$18.75	\$21.13	\$21.77	\$22.42	\$23.09	\$23.79	\$24.50	\$25.24	\$25.99	\$26.77	\$27.58	\$28.40
FOOD SERVICES												
Cook	\$17.75	\$19.54	\$20.12	\$20.73	\$21.35	\$21.99	\$22.65	\$23.33	\$24.03	\$24.75	\$25.49	\$26.26
Food Server/Transporter		<i>currently no one in position</i>										
MAINTENANCE												
Groundskeeper	\$18.75	\$21.13	\$21.77	\$22.42	\$23.09	\$23.79	\$24.50	\$25.24	\$25.99	\$26.77	\$27.58	\$28.40
Sweep/Errand/Warehouseman	\$17.25	\$18.90	\$19.47	\$20.06	\$20.66	\$21.28	\$21.92	\$22.57	\$23.25	\$23.95	\$24.67	\$25.41
PARA EDUCATORS	\$17.25	\$18.36	\$18.91	\$19.48	\$20.06	\$20.66	\$21.28	\$21.92	\$22.58	\$23.26	\$23.96	\$24.67
SECRETARIES												
Secretary	\$17.75	\$19.91	\$20.51	\$21.12	\$21.75	\$22.41	\$23.08	\$23.77	\$24.48	\$25.22	\$25.98	\$26.75
Office Assistants	\$17.25	\$17.85	\$18.39	\$18.94	\$19.51	\$20.09	\$20.69	\$21.31	\$21.95	\$22.61	\$23.29	\$23.99
HEALTH AIDS	\$17.25	\$17.86	\$18.39	\$18.94	\$19.51	\$20.10	\$20.70	\$21.32	\$21.96	\$22.62	\$23.30	\$24.00
TECHNOLOGY / MEDIA SPECIALIST	N/A	\$25.03	\$25.78	\$26.56	\$27.35	\$28.18	\$29.02	\$29.89	\$30.79	\$31.71	\$32.66	\$33.64
TRANSPORTATION												
Bus Drivers	\$30.00	\$22.69	\$23.37	\$24.07	\$24.79	\$25.54	\$26.30	\$27.09	\$27.91	\$28.74	\$29.60	\$30.49
Type I Driver (without CDL)	\$17.25	\$17.78	\$18.32	\$18.87	\$19.43	\$20.02	\$20.62	\$21.24	\$21.87	\$22.53	\$23.20	\$23.90
Mechanic	\$21.50	\$23.64	\$24.35	\$25.08	\$25.84	\$26.61	\$27.41	\$28.23	\$29.08	\$29.95	\$30.85	\$31.78
Transportation Asst.	\$17.75	\$19.66	\$20.25	\$20.86	\$21.48	\$22.13	\$22.79	\$23.48	\$24.18	\$24.91	\$25.65	\$26.42
Extra Trip Rate	\$28.00	\$18.32										
Regular Route Stand-by Rate		Minimum Wage										
		Rate*	Rate*	Rate*	Rate*	Rate*	Rate*	Rate*				
Bus Driver Trainer		\$0.75	\$1.00	\$1.25	\$1.50	\$1.75	\$2.00	\$2.25				
*Rate is the Bus Driver Trainer's current bus driver rate on Schedule A without the credit/clock hour enhancement.												
Minimum Wage \$16.28 for 2024												



SCHEDULE B CREDIT/CLOCK HOURS

ADDITIONAL PAY FOR CREDITS/CLOCK HOURS EARNED

Any employee may seek to improve his/her earning position by taking classes and workshops approved by the District. Credits or clock hours earned or earned prior to employment may be applied to the following schedule for salary enhancement. State salary increases will be applied to the current hourly rate of pay.

Clock hours equate ten (10) hours to one (1) credit for remuneration. The District has reviewed and evaluated all current employee credit/clock hour records and has agreed that the hours qualify for the stipend.

All new credit/clock hours will be submitted to the payroll clerk by September 5 of each year in order for the employee to be able to receive salary enhancement pay at the end of October.

5	10	15	20	25	30	45	60	75	90	105	120	135	150	165	180	195	210
Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits	Credits
\$0.25	\$0.30	\$0.35	\$0.40	\$0.45	\$0.65	\$1.00	\$1.25	\$1.50	\$1.75	\$2.00	\$2.25	\$2.50	\$2.75	\$3.00	\$3.25	\$3.50	\$3.75

PROVISIONS

1. Credit or hours required to maintain licensing will not be counted, such as bus driver certification requirements, pesticide license, wastewater treatment license, etc. for salary enhancement. Hours or classes required to maintain certification for licensing will be at District expense. First Aid or EMT training will not apply toward salary enhancement.
2. Only classes or workshops that are appropriate for the employee's position will be applicable for salary enhancement. Classes or workshop hours will be counted in the classification they apply. In the event a District employee secures a position in a different classification, only those hours that pertain to the new classification will apply. At the time of the change in classification, a determination and a sign off between the District and the employee will be made on applicable hours for the new position.
3. Prior approval will be secured from the Supervisor or the Superintendent by the participant of the workshop or class before the District will grant the credits or clock hours toward salary enhancement. If the employee is dissatisfied with the decision of the supervisor, the employee may appeal this decision through the proper channels. Verification of attendance must be provided.
4. An employee may not progress beyond the 210 credit or 2100 clock hours on the salary enhancement schedule.
5. This salary enhancement proposal may be opened for discussion on an annual basis.
6. All classes approved will become a part of the employee's permanent personnel file.
7. Classes in the following general areas may be approved for general application for all classifications: Stress Management; Personnel Management; Interpersonal Relationships; Technology; General Studies (Math, Language Arts, etc.).

ADDENDUM A

The Seven Tests of Just Cause

In cases of disciplinary action there must be just cause.

The following are the seven tests of just cause.

1. NOTICE

Did the employer give the employee forewarning of the possible consequences of the employee's conduct?

2. REASONABLE RULE OR ORDER

Was the Employer's rule reasonably related to:

- A. the efficient and safe operation of the business, and
- B. the performance that the Employer might properly expect of the employee?

3. INVESTIGATION

Did the Employer, before disciplining the employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order?

4. FAIR INVESTIGATION

Was the investigation conducted fairly and objectively?

5. PROOF

Did the "judge" obtain substantial evidence that the employee was guilty?

6. EQUAL TREATMENT

Has the Employer applied its rules and penalties even-handedly?

7. PENALTY

Was the degree of discipline reasonably related to:

- A. the seriousness of the proven offence, and
- B. the employee's past record?

Does the punishment fit the Crime?

ADDENDUM B



PSE GRIEVANCE FORM

Employer: _____
Chapter: _____

PSE FILED: STEP 1 _____ STEP 2 _____ STEP 3 _____ STEP 4 _____ STEP 5 _____
DISTRICT
RESPONSE: STEP 1 _____ STEP 2 _____ STEP 3 _____ STEP 4 _____ STEP 5 _____

BIOGRAPHICAL DATA:

Grievant's Name: _____

Address: _____ (Mailing Address) _____ (City) _____ (Zip)

Home Phone: _____ Work Phone: _____

Position Title: _____

Hire Date: _____

SUBMITTAL INFORMATION:

I, _____, submit this grievance to _____
on _____ (Date), for investigation and resolution.

If the grievance is submitted by an Association representative, complete the following:

I certify that I am a _____ (Association Position) and have been authorized by
the grievant named above to file this grievance.

STATEMENT OF GRIEVANCE:

A. Facts on Which Grievance is Based: (If additional space is needed, please use back of form or an attachment.)

B. Provisions of Agreement Allegedly Violated (Article and Section Numbers):

C. Remedy Sought:

Signature of Party Submitting Grievance: _____ Date: _____

M-8
12-09



ADDENDUM C

LIBERTY SCHOOL DISTRICT

Credit / Clock Hour Activity Form for Classified Employees

Name: _____ Date: _____

Job Classification: Custodial Services _____
Food Service _____
Paraeducators _____
Secretaries _____
Transportation _____

Approved For: Specific to Classification Listed _____
General Application _____

NOT APPROVED (reason): _____

Signature of District Official: _____ Date: _____

Signature of Employee: _____ Date: _____

Workshop/Class Title: _____

Workshop Location: _____

Workshop Date(s): _____

Purpose for Attending: _____

(To Be Completed By Presenter)

Presenter's Signature: _____ Date: _____

Number of Clock Hours _____ or College Credit _____



ADDENDUM D
LIBERTY SCHOOL DISTRICT #362
SCHOOL BUS DRIVER EVALUATION

Employee's Name _____ Date _____

Pre-Evaluation Final Evaluation

Objective		Rating	Comments
Job skills observed by evaluator (on the road evaluation)	Pre-trip Inspection		
	Driving Ability		
	Student management		
	Bus Care		
	Safety and Judgment		
Public Relations			
Cooperativeness			
Attendance	Dependability		
	Punctuality		
Record Keeping			

1=Unsatisfactory 2=Needs Improvement 3=Meets Criteria 4=Exceeds Criteria

Evaluator's Comments and Recommendations: _____

Driver's Comments _____

 Evaluator's Signature Date

 Driver's Signature Date



ADDENDUM E
PERFORMANCE EVALUATION
Liberty School District
Maintenance & Operations

Employee Name: _____ Annual 90 Day Date

Evaluation is conducted to: Promote a better understanding of job requirements
 Explain overall expectations of administrators & supervisors
 Recognize the individual employee's level of competence
 Encourage professional growth and improvement of school district programs

Definitions of Performance Ratings: S - Satisfactory - Competent & dependable level of performance. Meets performance standards of the job
 I - Improvement Needed - Improvement is necessary.
 U - Unsatisfactory - Results are generally unacceptable & require immediate improvement.
 N/A - Not applicable or too soon to be rated.

QUALITY OF WORK	S	NI	U	NA	COMMENTS
Pride in Appearance of Work					
Works Accurately					
Initiative					
Dependability					
Uses Time Efficiently					
Follows Verbal & Written Instruction					
WORK HABITS	S	NI	U	NA	COMMENTS
Regular Attendance					
Punctual					
Adequate Notice when absent					
Willing to Accept Responsibility					
Suggests Changes to Improve Work					
Maintains Confidentiality					
Deals with Emergencies					
Demonstrates Teamwork					
Keeps Work Area Clean & Organized					
TECHNICAL ABILITY	S	NI	U	NA	COMMENTS
Knowledge of Job					
Operates Equipment for Position					
Maintains Tools & Equipment					
Maintains Building Security					
Outside Maintenance					
Building cleaning & Maintenance					
Follows Safety Procedures					
INTERPERSONAL SKILLS	S	NI	U	NA	COMMENTS
Cooperative					
Loyal to District & Supervisor					
Adaptable					
Interacts & Relates Well w/Public, Students & Other Staff Members					
Personal Hygiene & Dress					
Sensitive to Needs of Others					

Evaluator Additional Comments

Employee Comments

Evaluator Signature _____

Employee Signature _____

*(Your signature only indicates that you have read and discussed this evaluation with the evaluator,
 not that you necessarily agree or disagree with its content. You may attach a written response if you wish.)*



ADDENDUM F
Performance Evaluation
Liberty School District
Food Service

Employee Name: _____ Annual 90 Day Date _____

- Evaluation is conducted to:
- Promote a better understanding of job requirements
 - Explain overall expectations of administrators & supervisors
 - Recognize the individual employee's level of competence
 - Encourage professional growth and improvement of school district programs

1. TECHNICAL SKILLS	Rating
A. Prepares and serves food in proper manner	
B. Follows standard food Portion controls and price schedules	
C. Maintains cleanliness of food preparation areas	
Comments:	
2. QUALITY / QUANTITY OF WORK	Rating
A. Produces assigned work in accurate, neat and thorough manner	
B. Demonstrates ability to organize and prioritize work loads	
C. Accomplishes work on schedule	
D. Uses discretionary time effectively	
Comments:	
3. GENERAL JOB KNOWLEDGE	Rating
A. Understands and follows district and building/department policies, procedures and practices	
B. Maintains and deals with confidential information and communications in an ethical manner	
C. Inventories, orders, stores and uses materials wisely	
D. Operates equipment properly showing concern for well-being of self and others.	
Comments:	
4. INITIATIVE	Rating
A. Identifies problem	
B. Determines course of action within assignment	
C. Takes independent action as situation warrants	
Comments:	
<p>Definitions of Performance Ratings:</p> <p>S - Satisfactory - Competent & dependable level of performance. Meets performance standards of the job</p> <p>I - Improvement Needed - Improvement is necessary.</p> <p>U - Unsatisfactory - Results are generally unacceptable & require immediate improvement.</p> <p>N/A - Not applicable or too soon to be rated.</p>	
Sep-04 Food Service	Page 1 of 2



ADDENDUM G
Performance Evaluation
Liberty School District
Paraeducator

Employee Name: _____ Annual 90 Day Date _____

Evaluation is conducted to: Promote a better understanding of job requirements
 Explain overall expectations of administrators & supervisors
 Recognize the individual employee's level of competence
 Encourage professional growth and improvement of school district programs

Definitions of Performance Ratings: S - Satisfactory - Competent & dependable level of performance. Meets performance standards of the job
 I - Improvement Needed - Improvement is necessary.
 U - Unsatisfactory - Results are generally unacceptable & require immediate improvement.
 N/A - Not applicable or too soon to be rated.

1. QUALITY / QUANTITY		Rating
Accomplishes work on schedule. Demonstrates ability to organize and prioritize workloads.		
Comments:		
2. ATTENDANCE		Rating
The extent to which an employee is dependable, punctual with arrival and departure times as well as breaks. Adheres to assigned hours and scheduled times of job assignments. Gives adequate notice when absent.		
Comments:		
3. PERSONAL CHARACTERISTICS		Rating
Maintains appearance appropriate to type of work being performed. Shows concern for well being of self and others. Approaches work in a positive manner. Uses discretionary time effectively. Responsive to constructive suggestions. Ability to work with minimum supervision		
Comments:		
4. INTERPERSONAL RELATIONS		Rating
Ability to get along with supervisor and co-workers; courtesy, tactfulness and cooperation shown. Sensitive to the needs of others: students, staff and community. Demonstrates teamwork.		
Comments:		
5. RELIABILITY AND DEPENDABILITY		Rating
Can be depended upon to complete tasks. Handles emergencies in a proper manner. Adapts readily to new situations and demands.		
Comments:		



ADDENDUM H
Performance Evaluation
Liberty School District
Secretary / Office Assistant

Employee Name: _____ Annual ___ 90 Day ___ Date _____

Evaluation is conducted to: Promote a better understanding of job requirements
 Explain overall expectations of administrators & supervisors
 Recognize the individual employee's level of competence
 Encourage professional growth and improvement of school district programs

Definitions of Performance Ratings:

S - Satisfactory - Competent & dependable level of performance. Meets performance standards of the job

I - Improvement Needed - Improvement is necessary.

U - Unsatisfactory - Results are generally unacceptable & require immediate improvement.

N/A - Not applicable or too soon to be rated.

	S	I	U	N/A
1. JOB KNOWLEDGE/JOB PERFORMANCE				
Performs assigned duties				
Follows oral and written directions				
Complies with state, local, and district regulations				
Manages student behavior according to district policy and procedures				
Operates office machines/equipment appropriately				
Maintains records, reports as requested				
Demonstrates accurate keyboarding and computer skills				
Uses professional receptionist skills				
Demonstrates accurate bookkeeping skills				
Uses correct grammar, punctuation, and spelling in verbal and written communication				
Demonstrates ability to use foresight; effectively plans and organizes workloads				
Supervises students appropriately				
Comments: _____				
2. QUALITY OF WORK				
Completes work as directed				
Shows accuracy and thoroughness of work				
Comments: _____				
3. QUANTITY OF WORK				
Finishes assigned work within allotted time				
Comments: _____				
4. DEPENDABILITY				
Proves to be reliable in all situation				
Maintains good attendance				
Punctual				
Comments: _____				



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, LIBERTY CHAPTER AND THE LIBERTY SCHOOL DISTRICT #362 PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

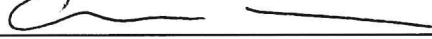
The parties agree to the following:

1. Trip Drivers are to be paid twenty-five dollars (\$25.00) per hour for every trip, from the time they get on the bus until they exit the bus (door to door) for the rest of the 2024-2025 school year.
2. Substitute Bus Driver on a regular route are to be paid thirty dollars (\$30.00) per hour for the rest of the 2024-2025 school year.
3. Substitute Trip Drivers are to be paid twenty-eight dollars (\$28.00) per hour for every trip, from the time they get on the bus until they exit the bus (door to door) for the rest of the 2024-2025 school year.

This Memorandum of Understanding shall become effective upon signatures, expire on August 31, 2025, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

LIBERTY CHAPTER

BY: 
Alex Fuchs, Chapter President

DATE: 8/27/24

LIBERTY SCHOOL DISTRICT #362

BY: 
Jerrad Jeske, Superintendent

DATE: 8/27/2024

