

COLLECTIVE BARGAINING AGREEMENT BETWEEN

MABTON SCHOOL DISTRICT #120

AND

PUBLIC SCHOOL EMPLOYEES OF MABTON

SEPTEMBER 1, 2022 – AUGUST 31, 2026



Public School Employees of Washington/SEIU Local 1948

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Section 1.7. Temporary Positions.

Anyone hired on a temporary basis for a pre-determined amount of time, not to exceed ninety (90) continuous days in a twelve (12) month period, and does not replace a regular employee, will be considered a temporary employee. At the conclusion of the term, the temporary position, the District may terminate the employment relationship at its discretion. Employees who become permanent employees shall receive all rights of the Collective Bargaining Agreement retroactive to their hire date as a Temporary Employee.

Section 1.8. Casual Labor.

A non-categorized position per Schedule A, generally utilized for specific projects and/or support, or for short term labor support. Duration of casual labor employment is project/need-based but not less than one (1) day or more than twenty (20) consecutive days in one (1) pay period. The payment rate will be minimum wage. Translators are excluded.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

It is agreed that all rights of management, except as expressly relinquished herein, remain with management.

Section 2.2.

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

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that the employees in the classifications defined herein have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association in accordance with the provisions of RCW 41.56.

Section 3.2.

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

Section 3.3.

Employees in the classifications subject to this Agreement have the right to have Association representatives present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided. When asked to a meeting, the employee has the right to ask and be



1 told the subject matter of the meeting. If the employee reasonably believes the meeting might result in
2 disciplinary action other than to give notice of concern/counseling, he/she may request Association
3 representation. If the District denies representation or says that no discipline will result from the
4 meeting, then the District has given up the right to discipline based on that meeting.
5

6 **Section 3.4.**

7 Neither the District, nor the Association, shall discriminate against any employee subject to this
8 Agreement on the basis of pregnancy, race, creed, color, gender, age, national origin, sex, honorably
9 discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or
10 physical disability, or the use of a trained dog guide or service animal by a person with a disability
11 with respect to a position, the duties of which may be performed efficiently by an individual without
12 danger to the health or safety of the physically handicapped person or others.
13

14 **Section 3.5.**

15 Night shift employees shall be allowed to attend four (4) chapter meetings per year during their work
16 shift, provided the time is made up and/or shift is completed and where no overtime occurs without
17 preapproval from the employee's supervisor. The Association shall notify the District of meeting in a
18 timely manner.
19

20 **Section 3.6. Personnel Files.**

21 A. Personnel Files

- 22 • Personnel files are confidential and shall be available for inspection only by the District's
23 management and the individual employee (with the exception of Section D).
- 24 • By prior appointment, an employee shall have the opportunity to review the contents of
25 his/her file and copy materials within the file.
- 26 • A review of the personnel file will be supervised by the H.R. Director/designee(s). The
27 employee may request to have an Association representative present for the file review.
- 28 • The employee shall have an opportunity to attach written comments to their performance
29 evaluation and/or documents related to discipline within thirty (30) days of receipt.
- 30 • The personnel file is a District file and shall be maintained in the District's Human
31 Resources Office.
- 32 • The District shall keep only one (1) personnel file on each employee. Any
33 derogatory/disciplinary materials placed in such file shall be expunged after three (3) years
34 upon employee's request. Materials required by law to be kept will be excluded.
35

36 B. Medical Files

- 37 • Confidential medical information will be kept in separate, confidential medical files, which
38 will be maintained in a secure location with limited access consistent with applicable laws.
- 39 • By prior appointment, an employee shall have the opportunity to review the contents of
40 his/her medical file and copy materials within the file.
41

42 C. Other Materials

- 43 • Other materials include confidential files on grievances, discipline, and litigation.
- 44 • These materials will be kept separate from other District files.
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1 D. Applicability of Public Disclosure Laws

- 2 • Nothing in this agreement precludes the District from providing documents in accordance
3 with public disclosure laws. The District will notify the employee prior to the release of any
4 requested record. Employees shall have four (4) business days to notify the District if they
5 plan to file an injunction blocking the request.

- 6
7 • The above listed files shall be the only employee files maintained in the District.
8

9 **Section 3.7.**

10 The District agrees to follow and enforce District policies related to student conduct as listed below:
11 District Policies 3124 (Removal/Release of Students during School Hours), 3200 (Rights and
12 Responsibilities), 3201 (Prohibition of Harassment, Intimidation, and Bullying), 3205 (Safety &
13 Civility in Schools).

14
15 **Section 3.8. Investigatory Interviews/Disciplinary Action.**

16 In the event investigatory/disciplinary action meetings are conducted, each employee has the right to
17 the following information prior to such meeting:

- 18
19 A. Written notification twenty-four (24) hours prior to any meeting, unless waived, in writing
20 by the employee of which shall include:
21 1. Written notice of allegations shall be made known to the employee.
22 2. Written notification informing the employee he/she has a right to union
23 representation of their choosing.
24

25 In situations which require an immediate response, where there is reasonable suspicion of a legal or
26 safety issue, the District will not be required to provide the twenty-four (24) hour notice.
27

28
29 **ARTICLE IV**

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31 **RIGHTS OF THE ASSOCIATION**

32
33 **Section 4.1.**

34 The Association has the right and responsibility to represent the interests of all employees in the unit;
35 to present its views to the District on matters of concern, either orally or in writing; to consult or to be
36 consulted with respect to the formulation, development, and implementation of industrial relations
37 matters and practices which are within the authority of the District; and to enter collective negotiations
38 with the object of reaching an agreement applicable to all employees within the units.
39

40 **Section 4.2.**

41 The Association shall promptly be notified by the District of any grievances or disciplinary actions of
42 any employee in the units in accordance with the provisions of the Discharge and Grievance Procedure
43 Articles herein. The Association is entitled to have an observer at hearings conducted by any District
44 official or body arising out of grievance and to make known the Association's views concerning the
45 case.
46

1 **Section 4.3.**

2 The District will notify each new employee of their obligations under Section 14.2. of this Agreement
3 and give details of any insurance programs that might be available to them.
4

5 **Section 4.4.**

6 The Association reserves and retains the right to delegate any right or duty contained herein to
7 appropriate officials of the Public School Employees of Washington.
8

9 **Section 4.5.**

10 The President of the Association and his/her designated representatives will be provided time off
11 without loss of pay to a maximum of one (1) day per delegate per year to attend regional or State
12 meetings when the purpose of those meetings is in the best interests of the District as determined by
13 the District administration.
14

15 **Section 4.6.**

16 On or before the first day of February falling within the term of this Agreement, the District shall
17 provide the Public School Employees of Washington with information regarding each employee in the
18 bargaining unit on a form to be provided by the Public School Employees of Washington, a copy of
19 which form is attached hereto as Schedule B and by this reference incorporated herein.
20

21 **Section 4.7. Bulletin Boards.**

22 The District shall provide a bulletin board space at each work site for the use of the Association. The
23 Association shall have the right to post notices of activities and matters of Association concern on
24 these bulletin boards. The bulletins posted by the Association are the responsibility of the officials of
25 the Association.
26

27 **Section 4.7.1.**

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

31 **Section 4.8.**

32 The Association shall have the right to use District mail service and staff mailboxes for
33 communication. The Association shall have the right to use District facilities and equipment when such
34 equipment or facilities are not otherwise in use. District facilities may be used for meetings and to
35 transact official business, except if the business relates to issues defined as work stoppage. The
36 Association shall follow the District's scheduling procedures for facilities. The Association shall not be
37 charged for use of facilities.
38

39 **Section 4.9.**

40 PSE will have reasonable access to all new employees within the first sixty (60) calendar days of
41 employment for no less than thirty (30) minutes. This will be within the employee's normal work
42 hours at their regular worksite or a mutually agreed upon location.
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1 **Section 4.10. Employee information.**

2 On or before the first day of October of each year during the term of this Agreement, the District shall
3 provide the Union (membership@pseofwa.org) and the Chapter President with information regarding
4 each employee in the bargaining unit. Such information shall include name, start date, worksite, job
5 title, hourly rate of pay, and mailing address, if available. The District shall update the preceding
6 information quarterly upon request.

7
8 Personnel Action list will be sent electronically to the Association President and
9 membership@pseofwa.org after each meeting of the Board of Directors (copy of Personnel Action
10 List - every other week, whichever is sooner).

11
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13 **ARTICLE V**

14
15 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

16
17 **Section 5.1.**

18 It is agreed and understood that matters appropriate for consultation and negotiation between the
19 District and the Association are wages, hours, and general working conditions of employees in the
20 units subject to this Agreement.

21
22 **Section 5.2.**

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

26
27 **Section 5.3.**

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

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33 **ARTICLE VI**

34
35 **ASSOCIATION REPRESENTATION**

36
37 **Section 6.1.**

38 The Association will designate a Labor Management Team who will meet with the Superintendent of
39 the District and his/her designated representatives on a mutually agreeable regular basis to discuss
40 appropriate matters.

41
42 **Section 6.2.**

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

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

3
4 **Section 6.3.**

5 Association representatives, when leaving their work on Association business, shall first obtain
6 permission from their immediate supervisor. Permission shall also be obtained from the immediate
7 supervisor of any employee being contacted. The employees will report their return to work to their
8 supervisors.

9
10 **Section 6.4.**

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

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16
17 **ARTICLE VII**

18
19 **HOURS OF WORK AND OVERTIME**

20
21 **Section 7.1.**

22 Each employee shall be assigned to a definite shift with designated times of beginning and ending. The
23 first shift is defined as any work shift beginning after 5:00 A.M. The second shift is defined as any
24 work shift beginning after 1:00 P.M.

25
26 **Section 7.2.**

27 Break and rest/meal periods shall be as follows:

28

29 Six (6) or more hour work shift:	One (1) thirty (30) minute uninterrupted meal period Two (2) fifteen (15) minute rest periods
30 More than five (5) hours:	One (1) thirty (30) minute uninterrupted meal period One (1) ten (10) minute rest period
31 Four (4) to five (5) hours:	One (1) ten (10) minute rest period
32 Less than four (4) hours:	No rest period

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36 **Section 7.2.1.**

37 Employees who work five (5) hours or more shall receive a thirty (30) minute uninterrupted
38 lunch period as near the middle of the shift as practicable.

39
40 **Section 7.3.**

41 In the event an employee is assigned to a shift less than the normal work shift previously defined in
42 this Article, the employee shall be given a ten (10) minute rest period for each two (2) hours of work.

43
44 **Section 7.4.**

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

1 **Section 7.5.**

2 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be
3 changed without prior notice to the employee of one (1) calendar week; provided, however, this notice
4 may be waived by the employee.
5

6 **Section 7.6.**

7 Employees required to work through their regular lunch periods will be given time to eat at a time
8 agreed upon by the employee and his/her supervisor. In the event the District requires an employee to
9 forego his/her lunch period and the employee works his/her entire shift, including the lunch period, he
10 shall be compensated for the foregone lunch period at overtime rates.
11

12 **Section 7.7. Emergency School Closure.**

13 In the event of a natural disaster or other situations which might cause an unscheduled closing of
14 school, all less than two-hundred and sixty (260) day employees will make up the day as designated by
15 the employer unless the school day is waived by OSPI. All classified employees shall be paid for such
16 time lost.
17

18 **Section 7.8.**

19 In the event of an unusual school closure due to inclement weather, plant inoperation or the like, the
20 District will make every reasonable effort to notify each employee to refrain from coming to work.
21 Employees reporting to work shall receive a minimum of two (2) hours pay at the employee’s rate of
22 pay in the event of such a closure; provided, however, no employee shall be entitled to any such
23 compensation in the event he has been actually notified by the District prior to leaving home for work.
24

25 **Section 7.8.1.**

26 Classified employees will receive their regularly scheduled hours of pay if school opening is
27 delayed or if there is early dismissal.
28

29 **Section 7.9. Overtime.**

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

37 **Section 7.9.1.**

38 Time worked in excess of forty (40) hours in any one week shall constitute overtime and shall
39 be paid for at the overtime rate of time and one-half (1 ½). All overtime shall be pre-approved
40 by building/department supervisor. An employee who is required to stay after their shift or is
41 called in to work outside their regular schedule during the week shall have the right to work all
42 hours of their regularly scheduled work week.
43

44 **Section 7.9.2.**

45 All hours worked on the sixth or seventh consecutive workday shall receive no less than two
46 (2) hours pay at the appropriate rate. Employees who are called back after hours will be paid a
47 minimum of two (2) hours’ pay at the applicable rate for the respective time period.
48



1 **Section 7.9.3.**

2 Employees requested to work a full shift in a higher paid classification or position shall receive
3 compensation at the higher rate of pay. Such assignments shall be offered based on seniority,
4 within classification.
5

6 **Section 7.10.**

7 When an extra trip falls during the drivers regular run time, drivers shall receive their regular hourly
8 rate for all time that falls during what would have been the drivers regular run.
9

10 **Section 7.11.**

11 Regular morning and evening runs shall receive no less than one and one half (1 ½) hours' time per
12 run. This includes time for bus cleanup.
13

14 **Section 7.12. Overnight Trips.**

15 Due to the safety of all concerned, on the overnight trips, when rooms are available, drivers shall have
16 a room of their own or the room may be shared, at the drivers' choice. The District will pay for room
17 and meals at a reasonable rate.
18

19 **Section 7.13.**

20 Employees substituting as bus drivers during their regular shifts shall receive the greater rate of pay
21 while driving during their regular working day.
22

23 **Section 7.14.**

24 In the event a bus trip is cancelled, and the driver is not notified a minimum of one (1) hour of the
25 cancellation prior to reporting for duty, the driver shall receive two (2) hours show up pay.
26

27 **Section 7.15.**

28 Full-time bus drivers shall receive a minimum of six and one quarter (6.25) hours of non-trip hours per
29 day. This time includes pre/post trip requirements.
30

31 **Section 7.16.**

32 Extra trips shall be awarded based on seniority.
33

34 **Section 7.17.**

35 The District shall not use charter busses for any route or extra trips.
36

37 **Section 7.18. Compensatory Time.**

38 Compensatory time in lieu of overtime pay or time outside the contracted time must be pre-approved
39 by the immediate supervisor. Compensatory time shall be computed at the rate of one and one-half
40 (1 ½) hours compensatory time for each one (1) hour of overtime worked over forty (40) hours in the
41 week. Compensatory time shall be calculated in accordance with Section 7.9. and 7.9.1. Time worked
42 in excess of contracted time that does not put the employee into overtime shall be hour for hour at the
43 rate of the employee's regular rate of pay.
44

45 No employee shall be compelled to take compensatory time in lieu of overtime pay or regular pay.
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47 All compensatory time must be used within one (1) pay period or it will cash out in the following
48 paycheck.

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ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

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

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

Section 8.1.1.

Eligible employees shall receive pay equal to their normal work shift at the employee's rate of pay in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and is contracted to work the day preceding the holiday and his/her first scheduled shift succeeding the holiday, shall be eligible for pay for such unworked holiday. Employees on unpaid leave are exempt and shall not be eligible for pay for such unworked holiday.

Section 8.1.2. Worked Holidays.

Employees who are required to work on the above described holidays shall receive twice the employee's rate of pay for all hours worked on such holidays.

Section 8.1.3. Holidays During Vacation.

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) day of vacation with pay in lieu of the holiday as such. If one of the above holidays falls on a weekend, the employee shall take the day as designated by Federal Calendar.

Section 8.1.4.

On the day before Thanksgiving and the day before Christmas, employees shall be released from work thirty (30) minutes after students are released or thirty (30) minutes after their bus runs and shall be compensated for the full day of work at their regular rate of pay.

Section 8.1.5.

Employees shall be granted two (2) unpaid holidays per calendar year for a reason of faith or conscience, or an organized activity conducted the auspices of a religious denomination, church, or religious organization. The employee shall select the days on which the employee desires to take the two (2) unpaid holidays. An employee seeking to take unpaid holidays for reasons of faith or conscience will submit a written request to their supervisor a minimum of two (2) weeks prior to the requested days off. Such leave shall not be denied by the employer unless the employee's absence would impose an undue hardship as defined by the related WAC.

1 **Section 8.2. Vacations.**

2 Those employees working on a full twelve (12) month schedule will receive eleven (11) days of
3 vacation with pay after their first complete year of work and will be eligible for eleven (11) days of
4 yearly vacation thereafter upon completion of each school year, July 1 to June 30. New employees of
5 the above stated category not entitled to a full eleven (11) days of vacation shall be entitled to a
6 percentage of the eleven (11) days off as their period employed pertains to the school year of twelve
7 (12) months. Upon completion of five (5) years of service, the above referenced employees shall be
8 eligible for sixteen (16) days of vacation, and after ten (10) years of service, twenty-one (21) days of
9 vacation. During the school calendar year, no more than one (1) employee per school may take
10 vacation at the same time unless approved by the Superintendent or his/her delegate. Employees hired
11 before June 21, 1993, will be grandfathered at their present rate of leave.

12
13 A. Beginning September 1, 2022:

14 Twenty-Five (25) days of vacation days after twenty (20) years of service

15 B. Beginning September 1, 2025, and Beyond:

16 Twenty-Five (25) days of vacation days after sixteen (16) years of service
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19 **ARTICLE IX**

20
21 **LEAVES**

22
23 **Section 9.1. Sick Leave.**

24
25 **Section 9.1.1.**

26 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;
27 provided, however, that no employee shall accumulate less than ten (10) days of sick leave per
28 school year one-hundred eighty (180) days. Sick leave may be accumulated up to one-hundred
29 eighty (180) days. The District shall project the number of annual days of sick leave at the
30 beginning of the school year according to the estimated calendar months the employee is to
31 work during that year. The employee shall be entitled to the projected number of sick leave
32 days at the beginning of the school year. An employee who works less than one-hundred eighty
33 (180) days shall receive a prorated portion of ten (10) days sick leave. If an employee leaves
34 the District during the school year and has used more sick leave than has been earned, the
35 District shall deduct any unearned sick leave from the last check. Sick leave benefits shall be
36 paid on the basis of base hourly rate applicable to the employee’s normal daily work shift;
37 provided, however, that should an employee’s normal daily work shift increase or decrease
38 subsequent to an accumulation of sick leave, sick leave benefits will be paid in accordance with
39 the employee’s normal daily work shift at the time the sick leave is taken, and the accumulated
40 benefits will be expended on an hourly rather than a daily basis. Sick leave may be used for
41 personal illness, family illness, personal injury, or emergency. Personal illness is defined as
42 incapacitated illness of the individual employee. The District reserves the right to require a
43 doctor’s verification of any illness beyond five (5) consecutive workdays.
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1 **Section 9.1.2. Sick Leave Attendance Incentive Program.**

2 In January of the year following any year in which a minimum of sixty (60) days of leave for
3 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
4 option to receive remuneration for unused leave for illness or injury accumulated in the
5 previous year at a rate equal to one (1) day’s monetary compensation of the employee for each
6 four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for
7 illness or injury for which compensation has been received shall be deducted from accrued
8 leave for illness or injury at the rate of four (4) days for every one (1) day’s monetary
9 compensation.

10
11 **Section 9.1.3.**

12 At the time of separation from school District employment as defined by RCW28.400.210.(2)I,
13 an eligible employee or the employee’s estate shall receive remuneration at a rate equal to one
14 (1) day’s current monetary compensation for each four (4) full days accrued leave for illness or
15 injury. The maximum accumulation for purposes of calculating cash-out remuneration is one-
16 hundred eighty (180) days.

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18 **Section 9.2. Family Medical Leave.**

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

27
28 The eligibility threshold for PSE employees will be eight-hundred fifty (850) hours worked in the
29 preceding twelve (12) month period.

30
31 **Section 9.2.1.**

32 Employees may participate in sick leave sharing program in accordance with State approved
33 regulations. All sick leave sharing requests must be submitted in writing to the District office
34 for approval.

35
36 **Section 9.3. Personal Leave.**

37 **A. Beginning September 1, 2022:**

38 Employees shall be granted three (3) personal leave days per year. Such leave shall accumulate
39 to a total of five (5) days. Such leave shall not require explanation except to state that leave is
40 being taken under this Section.

41 **B. Beginning September 1, 2023:**

42 Employees shall be granted (3) personal leave days per year. Such leave shall accumulate to a
43 total of five (5) days. Such leave shall not require explanation except to state that leave is being
44 taken under this Section. An employee may cash out up to three (3) unused personals leave
45 days at their current rate of pay.

46 **C. Beginning September 1, 2024:**

47 Employees shall be granted three (3) personal leave days per year. Such leave shall accumulate
48 to a total of five (5) days. Such leave shall not require explanation except to state that leave is

1 being taken under this Section. An employee may cash out up four (4) unused personal leave
2 days at their current rate of pay.

3 **D. Beginning September 1, 2025, and beyond:**

4 Employees shall be granted three (3) personal leave days per year. Such leave shall accumulate
5 to a total of six (6) days. Such leave shall not require explanation except to state that leave is
6 being taken under this Section. An employee may cash out up to five (5) unused personal leave
7 days at their current rate of pay. Employees with twenty-five (25) or more years will earn one
8 (1) additional personal leave. Employees with thirty (30) or more years will accumulate up to a
9 total of seven (7) days.

- 10
11 1. One (1) day per year may be taken to extend a holiday or other leave. One (1) of the
12 five (5) personal leave days may be taken in conjunction with a weekend.

13
14 This can be exercised a maximum of two (2) times per year. If a personal day is
15 taken in conjunction with a weekend, an additional personal day may not be taken
16 four (4) days prior or four (4) days after; or

17
18 Two (2) personal leave days may be taken in conjunction with a weekend once per
19 school year. Additional personal leave days may not be taken during that particular
20 semester.

- 21
22 2. Personal leave days may not be taken for non-school related business that provides
23 any compensation. Staff who are coaching for the District will be allowed to take
24 District leave for contests, of which will not come out of their personal leave.

25
26 Notification shall be given to the immediate supervisor in advance except where
27 precluded by an emergency situation.

- 28
29 i. At least one (1) day in advance, September through March, and
30 ii. At least one (1) week in advance after April 1.

31
32 Leave shall be granted on the basis of “first come, first served” based on availability
33 to find a substitute. Any deviation of the above must receive approval of the
34 Superintendent.

- 35
36 3. Personal leave may not be taken during the last ten (10) days of the school year
37 except upon approval of the Superintendent.

38
39 As part of an employee leave incentive, any employee who has an accumulation of two (2) or more
40 personal leave days at the end of the school year shall be permitted to “cash out” up to three (3)
41 personal days at full rate of pay.

42
43 **Section 9.4. Bereavement Leave.**

44 Each employee shall be eligible for five (5) days per occurrence of paid bereavement leave for the
45 death of a family member as defined by: parent, spouse, child, foster child, in-law, sibling, grandchild,
46 grandparent, domestic partner, fiancé, aunt, uncle, niece, nephew, cousin, and any other person living
47 in the household. For the death of a friend up to (1) day per occurrence with pay shall be granted. An
48 additional two (2) days of leave shall be granted if the destination is over five-hundred (500) miles and

1 is to be deducted from sick leave. The Superintendent may authorize additional leave on a case by case
2 basis.

3 **Section 9.4.1. Limitations Defined.**

4 When possible, the employees must give advance notice to their supervisor if a day of leave is
5 to be taken.

6
7 The employees must complete and remit to their immediate supervisor the District leave
8 request form within two (2) days after returning from leave.

9
10 Leave for bereavement and personal business must be approved by the immediate supervisor
11 prior to the leave.

12
13 **Section 9.5. Leave of Absence.**

14
15 **Section 9.5.1.**

16 A leave of absence request will be presented to the immediate supervisor and processed
17 through administrative channels to the Superintendent/designee; and upon approval of the
18 Board of Directors, an employee may be granted an extended leave of absence without pay, for
19 a period not to exceed one (1) year; provided, however, that if such leave is for extended illness
20 or injury, an additional one (1) year of leave may be granted. Extended leaves may be granted
21 for exceptional circumstances. This position will be posted and filled as per Section 10.9. of
22 this contract.

23
24 **Section 9.5.2.**

25 The returning employee is guaranteed employment in the same classification, with the same
26 hours, wages, and days per year, but not assured the same position. Employees hired to fill
27 positions of employees on leave of absence shall have all rights to this contract including
28 seniority and shall be informed of this provision by the District.

29
30 **Section 9.5.3.**

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

35
36 **Section 9.6. Maternity Leave.**

37
38 **Section 9.6.1. Notification.**

39 An employee shall notify the Director of Human Resources, in writing, the expected date of
40 birth of the child at least two (2) months before that date.

41
42 **Section 9.6.2. Request for Leave of Absence.**

43 An employee, upon request, shall be granted a leave of absence, without pay, from her/his
44 position prior to the birth of the child; the exact date to be determined between the employee,
45 on the advice of her physician, and the District.

1 **Section 10.2.**

2 Each new hire shall remain in a probationary status for a period of not more than six (6) months
3 following the hire date. The district will make every attempt to notify in writing prior to the forty-fifth
4 calendar day of employment any employment concerns with suggestions to remediate. During this
5 probationary period the District may discharge such employee at its discretion.

6 **Section 10.3.**

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

9
10 **Section 10.4.**

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

- 12
13 A. Resignation;
14 B. Discharge for justifiable cause;
15 C. Retirement; or
16 D. Change in job classification within the bargaining unit, as hereinafter provided.

17
18 **Section 10.5.**

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

- 20
21 A. Time lost by reason of industrial accident, industrial illness, or judicial leave;
22 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
23 United States;
24 C. Time spent on other authorized leaves; or
25 D. Time spent in layoff status as hereinafter provided.

26
27 **Section 10.6.**

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

30
31 **Section 10.7.**

32 The employee with the earliest seniority date shall have preferential rights regarding shift selection,
33 vacation periods and special services (including overtime). The employee with the earliest seniority
34 date shall have preferential rights regarding promotions, assignment to new or open jobs or positions,
35 and layoffs when ability and performance are substantially equal with junior employees. If the District
36 determines that seniority rights should not govern because a junior employee possesses ability and
37 performance substantially greater than a senior employee or senior employees, the District shall set
38 forth in writing to the employee or employees and the organization's grievance committee chairperson
39 its reasons why the senior employee or employees have been bypassed.

40
41 **Section 10.8.**

42 Employees who change job classifications within the bargaining unit shall retain their seniority dates in
43 the previous classification for a period of one (1) year, notwithstanding that they have acquired a new
44 seniority date and a new classification.

45
46 **Section 10.9.**

47 The District shall publicize within the bargaining unit for five (5) workdays during the school year and
48 ten (10) calendar days during non-school periods the availability of open positions as soon as possible

1 after the District is apprised of the opening. A copy of the job posting shall be forwarded to the
2 President of the Association and to the Association representative of the classification concerned.

3
4 The District is responsible for assuring that all job openings are posted in the designated areas in the
5 District, such as online and in the District office.

6 **Section 10.10.**

7 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
8 District according to layoff ranking. Such employees are to have priority over outside applicants in
9 filling an opening in the classification held immediately prior to layoff. Names shall remain on the
10 reemployment list for one (1) year.

11
12 **Section 10.11.**

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

15
16 **Section 10.12.**

17 An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does
18 not comply with the requirements of Section 10.11, or if the employee does not respond to the offer of
19 reemployment within ten (10) days. Such notification shall be by certified mail, as well as email or
20 phone call.

21
22 **Section 10.13.**

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

26
27
28 **ARTICLE XI**

29
30 **DISCHARGE OF EMPLOYEES**

31
32 **Section 11.1.**

33 The District shall have the right to discipline or discharge an employee for justifiable cause.
34 Progressive discipline shall generally be followed: verbal (with written documentation presented to the
35 employee on the verbal warning), written, suspension and termination.

36
37 **Section 11.2.**

38 The issue of justifiable cause shall be resolved in accordance with Article XV herein.

39
40 **Section 11.3. Notification to Non-Annual Employees.**

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

43
44 **Section 11.3.1.**

45 Should the District decide to discharge any non-annual employee, the employee shall be so
46 notified in writing prior to the expiration of the school year. In the event of a loss in District
47 and/or Federal program revenue, affected employees may be released, pending a two (2) week
48 notification without being so notified prior to the expiration of the school year.

1
2 **Section 11.3.2.**

3 Nothing contained herein shall be construed to prevent the District from discharging an
4 employee for acts of misconduct occurring after the expiration of the school year.
5

6 **Section 11.3.3.**

7 Nothing contained in this section shall in any regard limit the operation of other sections of this
8 Article.
9

10
11 **ARTICLE XII**

12
13 **INSURANCE AND RETIREMENT**
14

15 **Section 12.1. SEBB Insurance.**

16 The District shall provide basic and optional health benefits through the School Employees Benefits
17 Board (SEBB) under the rules and regulations adopted by the SEBB (WAC 41.05, WAC 182-30, 182-
18 31,182-32). This information is subject to change by the state and this Section will be construed
19 consistently with SEBB rules, guidance, and state laws. Any disputes on SEBB eligibility shall be
20 addressed through the procedures set by the SEBB appeals board not through the grievance procedures
21 of this Agreement. The District will pay the full portion of the employer contribution required by the
22 Health Care Authority (HCA) as agreed upon in the statewide CBA for those employees who meet the
23 eligibility requirements. SEBB will implement the statewide CBA when establishing the employee
24 rates which will be paid to the HCA through payroll deduction for the month in which the employee
25 receives benefits.
26

27 **Section 12.1.1. Benefit Termination/End.**

28 Any employee eligible for SEBB who terminates employment shall be entitled to receive the
29 District insurance contribution for the remainder of the calendar month in which the
30 contribution is effective. In cases where employees eligible for SEBB separate after completion
31 of the employee's full contract obligation (i.e., the end of the employee's work year as it aligns
32 with the student school year in June), the District will report the resignation as of August 31st
33 (upon employee approval) and continue such benefits provided the employee states their
34 resignation date August 31st.
35

36 **Section 12.2.**

37 The District shall provide liability coverage for all employees subject to this Agreement as required by
38 statute.
39

40 **Section 12.3.**

41 In determining whether an employee subject to this Agreement is eligible for participation in the
42 Washington State Public Employees' Retirement System, the District shall report all hours worked,
43 whether straight time, overtime, or otherwise.
44

45 **Section 12.4.**

46 Effective September 1, 1984, in accordance with RCW 41.02 (SSB 4477), the District shall remit the
47 employee's contribution to the PERS Retirement System. (The practical effect of this procedure is to

1 defer the individual's income tax on his/her own contribution until payment is received from the
2 retirement system.)
3
4

5 **ARTICLE XIII**

6 **CONTINUING EDUCATION AND VOCATIONAL TRAINING**

7 **Section 13.1.**

8 For the mutual benefit of the employees and the School District, if monies are available, it may be used
9 subject to Board approval for classified employees in the following manners.
10
11

12 **Section 13.1.1.**

13 Reimbursement for classified employees to attend approved vocational courses without loss of
14 salary.
15
16

17 **Section 13.1.2.**

18 Expenses and materials to establish any courses within the confines of School District which
19 would be beneficial mutually to the employee and the School District.
20

21 **Section 13.1.3.**

22 Purchases of recognized vocational courses from State or national educational institutes which
23 would further classified employee's potential within the School District.
24

25 **Section 13.2. Educational Increments and Stipends.**

26 Courses or workshops taken for credit or clock hours must meet the following conditions to be
27 approved for salary schedule enhancement:
28

- 29 1. The District will allow all, regardless of credits when they are earned, with the following
30 schedule:
 - 31 a. **Beginning September 1, 2023:**
 - 32 i. Sixty (60) credits or six hundred (600) clock hours fifteen cents (\$0.15) above
33 salary step.
 - 34 ii. Ninety (90) credits or nine hundred (900) clock hours thirty cents (\$0.30) above
35 salary step
 - 36 iii. AA/AS degree fifty cents (\$0.50) above salary step
 - 37 iv. BA/BS degree seventy five cents (\$0.75) above salary step
 - 38 b. **Beginning September 1, 2024:**
 - 39 i. Sixty (60) credits or six hundred (600) clock hours twenty cents (\$0.20) above
40 salary step
 - 41 ii. Ninety (90) credits or nine hundred (900) clock hours forty cents (\$0.40) above
42 salary step
 - 43 iii. AA/AS degree seventy-five(\$0.75) above salary step
 - 44 iv. BA/BS degree one dollar(\$1.00) above salary step

1 **c. Beginning September 1, 2025, and beyond:**

- 2 i. Sixty (60) credits or six hundred (600) clock hours twenty-five cents (\$0.25)
3 above salary step
4 ii. Ninety (90) credits or nine hundred (900) clock hours fifty cents (\$0.50) above
5 salary step
6 iii. AA/AS degree one dollar(\$1.00) above salary step
7 iv. BA/BS degree one dollar fifty cents(\$1.50) above salary step
8

- 9 2. The employee must get prior approval from their Principal or Administrative supervisor on a
10 form provided by the District. It is the employee’s responsibility to provide documentation to
11 the District in order to receive the enhancement pay.
12 3. The course or workshop must enhance the skills of the employee in his/her present position as
13 opposed to maintaining their position qualifications. Earned credits or clock hours will be re-
14 evaluated if the employee should change classifications. The education increments could stay
15 the same, increase or decrease as a result of the review.
16 4. The decision on approval of clock hours shall lie solely with the Principal and the
17 Administrative Supervisor. All decisions are final and not subject to the grievance process.
18 5. The District will compensate with a wage enhancement of one dollar (\$1.00) per hour above
19 employee’s current rate of pay employees whose position requires DSHS
20 translation/interpretation certification.
21 6. Employees shall receive no less than twenty-five (\$0.25) cents per hour above their base pay
22 for translating/interpreting of more than thirty (30) minutes for: IEP meetings, conferences,
23 nurse translation or parent meetings. This will be turned in on a time sheet weekly. The intent is
24 the employee is only paid when they are translating/interpreting not the entire conference.
25

26 **Section 13.3. Minimum Employment Requirements for Paraeducators.**

27 Paraeducators will be defined as a Classified Public School or School District Employee who works
28 under the supervision of a certified or licensed staff member, from Kindergarten to 12th grade to
29 support and assist in providing instructional and other services to students and their families, including
30 Library Assistant. (WAC 179-01-020).
31

32 Effective September 1, 2019, all Paraeducators must meet the following minimum requirements per
33 RCW 28A.413.040:
34

- 35 1. Be at least eighteen (18) year of age and hold a high school diploma or its equivalent; and
36 2. Have received a passing grade on the education testing service Paraeducator assessment; or
37 Hold an Associate of Arts Degree; or
38 Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an
39 institution or higher education; or
40 Have completed a registered apprenticeship program.
41

42 The District will contribute two-thousand (\$2,000.00) dollars each school year to a professional
43 development fund for use by PSE members for classes, workshops, and or conferences. A joint District
44 and PSE committee will meet to determine the distributions of the funds.
45
46
47
48

1 **Section 13.4. Paraeducator Certificate Program.**

2 The Paraeducator Standards Board (PESB) and the State of Washington have developed the following
3 certification standards for Paraeducators in the State of Washington.
4

- 5 A. **Fundamental Course of Study (FCS)** – Twenty eight (28) hours of Professional
6 Development (required)
- 7 B. **General Paraeducator Certificate** – Ten (10) days seventy (70) clock hours of
8 professional development (required)
- 9 C. **Subject Matter Certificates** – Subject matter certificate, a paraeducator must complete
10 twenty (20) hours of professional development (optional)
- 11 D. **Advanced Paraeducator Certificate** – Seventy five (75) clock hours of professional
12 development (optional)

13
14 **Section 13.4.1. Training Requirements.**

- 15 A. Paraeducators are only required to meet certifications when trainings are funded by the
16 Washington State Legislature.
- 17 B. The District is only required to provide training at no cost to the employee for the FCS
18 and the General Paraeducator Certificate when funds are provided by the Legislature.
- 19 C. The District shall provide training at no cost to the employee for the subject matter
20 certificates and the Advanced Paraeducator Certificate if funded by Washington State
21 Legislature.
- 22 D. Each employee shall be paid their current hourly rate of pay for all required trainings.
- 23 E. These trainings will occur on professional development days, early release days and
24 conference days unless otherwise agreed upon between the Association and District.
25

26 **Section 13.4.2. District Responsibilities.**

27 The District will be responsible for the following:

- 28 A. Notify employees of required training hours mandated by PESB before September 1st of
29 each year or within ten (10) days of hire start date for employees hired after September
30 1.
- 31 B. Provide multiple opportunities for all Paraeducators to obtain required training,
32 including training in August, within the two (2) weeks prior to the start of school. The
33 required seven (7) hours of in-person training for the FCS will be offered in August of
34 each year.
- 35 C. Notify paraeducators of the trainings available, and the requirements those trainings will
36 satisfy, before by December 15 for the remainder of the school year. The District may
37 adjust training dates and content as needed.
- 38 D. Provide a process for registration and maintenance of clock hour records, and to provide
39 instructions/documentation to Paraeducators on all processes and requirements.
40

41 **Section 13.4.3. Paraeducator Responsibilities.**

42 Each Paraeducator is responsible to do the following:

- 43
- 44 A. Register for courses provided by the District or its designee, in District approved
45 registration process.
- 46 B. Maintain course completion documentation as directed by the District.
- 47 C. Complete the required hours of OSPI approved clock hours as mandated by PESB within
48 the due date designated by the District.

1 D. District and the Association recognizes that scheduling and limiting attendance at each
2 training may impact the employee's ability to complete training. Therefore, if employees
3 fail to meet qualifications, the District and PSE will address each employee on a case-
4 by-case basis. The District will make the final determination.
5

6 **Section 13.4.4. Annual Changes to PESB Requirements.**

7 The District and the Association agree to meet annually to before September 1st of each year to
8 review and discuss any changes to the PSEB certification requirements/funding.
9

10
11 **ARTICLE XIV**

12 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

13
14
15 **Section 14.1. Dues Deductions.**

16 Upon receiving notice of the employee's authorization from Public School Employees of Washington
17 (PSE), the Employer shall transmit all such funds deducted to the treasurer of the Public School
18 Employees of Washington. Transactions will be received monthly following monthly payroll.
19 Submissions are to include all employees covered by the Collective Bargaining Agreement. A dues
20 remittance form needs to accompany the payment every month and include membership status
21 changes. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the
22 accuracy and safe-keeping of those records.
23

24 **Section 14.1.1. Membership Authorization and Revocation.**

25 An employee's legal authorization to have the employer deduct membership dues from the
26 employee's salary must be made by the employee to Public School Employees of Washington
27 (PSE). If the employer receives a request for authorization of deductions, the employer shall as
28 soon as practicable forward the request to Public School Employees of Washington (PSE).
29

30 The employee's authorization remains in effect until expressly revoked by the employee in
31 accordance with the terms and conditions of the authorization. An employee's request to revoke
32 authorization for payroll deductions must be in writing and submitted by the employee to
33 Public School Employees of Washington (PSE) in accordance with the terms and conditions of
34 the authorization. Revocations will not be accepted by the employer if the authorization is not
35 obtained by the employee to Public School Employees of Washington (PSE). After the
36 employer receives confirmation from the exclusive bargaining representative that the employee
37 has revoked authorization for deductions, the employer shall end the deduction effective on the
38 first payroll after receipt of the confirmation. The employer shall rely on information provided
39 by the exclusive bargaining representative regarding the authorization and revocation of
40 deductions.
41

42 **Section 14.2.**

43 It is also agreed that neither the School Board members nor any employee in the supervisory capacity
44 will attempt to influence a new employee either to join or not to join the bargaining unit. The School
45 District administration will inform all employees of the conditions set forth in the above section of this
46 Agreement.
47

1 **Section 14.3.**

2 The District shall payroll deduct fifteen (\$15.00) dollars in the month of October each year for local
3 Chapter dues and give directly to the Chapter treasurer. provided the employee is a member of PSE.
4

5 **Section 14.4. Political Action Committee.**

6 The District shall, upon receipt of authorization via a written, voice authorization or by E-
7 signature in accordance with “E-SIGN” that conforms to legal requirements, deduct from the
8 pay of such bargaining unit employee the amount of contribution the employee voluntarily
9 chooses for deduction for political purposes and shall transmit the same to the Union on a
10 check separate from the Union dues transmittal check. The employee may revoke the request at
11 any time. At least annually, the employee shall be notified about the right to revoke the request
12 by the Public School Employees of Washington.
13

14 **Section 14.5. Hold Harmless.**

15 PSE will defend and indemnify the employer against any claims, suits, orders, judgments, or issues, as
16 a result of the District’s acceptance of voice and or electronic authorizations and or PSE’s
17 representations regarding the existence of a valid membership authorization.
18

19
20 **ARTICLE XV**

21
22 **GRIEVANCE PROCEDURES**
23

24 **Section 15.1. Definitions.**

- 25 A. Grievant - A grievant is an employee represented by this bargaining unit.
- 26 B. Grievance - An alleged misinterpretation or misapplication of the terms of this Agreement.
- 27 C. Days - Days shall mean working (business) days unless specified in the grievance
28 procedure.
- 29 D. Timelines can be extended for all grievance steps, if mutually agreed upon.
30

31 **Section 15.2. Grievance Steps.**

32
33 **Section 15.2.1.**

34 Employees shall first discuss the grievance with their immediate supervisor. All grievances not
35 brought to the immediate supervisor within fifteen (15) workdays of the occurrence of the
36 grievance shall be invalid and subject to no further processing.
37

38 **Section 15.2.2.**

39 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
40 section, the employee shall reduce to writing a statement of the grievance containing the
41 following:
42

- 43 A. The facts on which the grievance is based;
- 44 B. A reference to the provisions of this Agreement which have been allegedly violated;
- 45 C. A statement of remedy sought;
- 46 D. Date of violation.
47



1 The employee shall submit the written statement of grievance to the immediate supervisor for
2 reconsideration within five (5) days meeting or of the first meeting with the immediate
3 supervisor and shall submit a copy to the official in the administration responsible for
4 personnel. The parties will have five (5) workdays from submission of the written statement of
5 grievance to resolve it. If an agreeable disposition is made, all parties to the grievance shall sign
6 it.

7
8 **Section 15.2.3.**

9 If no settlement has been reached within the five (5) workdays from submission of the
10 grievance in Section 15.2.2., and the Association believes the grievance to be valid, a written
11 statement of grievance shall be submitted to the District Superintendent within ten (10) days of
12 the submission of the grievance in Section 15.2.2. The parties will have ten (10) workdays from
13 the submission of the grievance to the Superintendent to attempt to resolve the grievance. If an
14 agreeable disposition is made, all parties to the grievance shall sign it.

15
16 **Section 15.2.4.**

17 If the grievant is not satisfied with the disposition of the grievance in Section 15.2.3., and the
18 Association believes the grievance to be valid, the Association shall submit the grievance
19 within five (5) days of the disposition of the grievance in Section 15.2.3. to the Public
20 Employment Relations Commission for binding arbitration in accordance with RCW
21 41.56.125. The Association shall exercise the right of arbitration by giving the Superintendent
22 written notice of its intention to request arbitration within five (5) days of the written
23 disposition of the Superintendent.

24
25 **Powers of the Arbitrator.**

26 It shall be the function of the arbitrator, and he shall be empowered after due investigation, to make a
27 decision in cases of alleged violation of specific provisions of this Agreement provided that the
28 arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

29
30 **Timeliness for Arbitration.**

31 The selection of the arbitrator and the holding of the hearing shall be expedited as reasonably as
32 possible. The arbitrator shall be directed to make finding as soon as reasonably possible.

33
34 If costs are incurred by the use of an arbitrator, the cost of the arbitrator shall be shared equally by the
35 parties. Incidental expenses by the parties shall be paid by the party incurring the costs.

36
37
38 **ARTICLE XVI**

39 **TRANSFER OF PREVIOUS EXPERIENCE**

40
41
42 **Section 16.1.**

43 Any new hire who had just previously been employed by any School District in the State of
44 Washington and is hired to perform work similar to that in which he was previously engaged, shall be
45 given longevity credits in the District in accordance with current State Statute.

1 **Section 16.2.**

2 Other new hires may be permitted to transfer a maximum of three (3) years of related experience into
3 Schedule A.

4
5 **Section 16.3.**

6 The longevity credit so transferred shall be applicable to all benefits herein except the seniority
7 provisions of Article X.

8
9
10 **ARTICLE XVII**

11
12 **SALARIES**

13
14 **Section 17.1.**

15 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
16 worked.

17
18 **Section 17.2.**

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

21
22 **Section 17.2.1.**

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

27
28 **Section 17.2.2.**

29 **A. Beginning September 1, 2022:**

- 30 1. All Wages on Schedule A shall receive an eight percent (8%) increase (5.5% IPD
31 plus additional 2.5%)

32 **B. Beginning September 1, 2023:**

- 33 1. All Wages on Schedule A shall receive a four percent (4%) increase or the IPD
34 whichever is greater
35 2. Employees with twenty-five (25) years or more of service will receive an
36 additional five hundred dollars (\$500) annually as a notation to Schedule A and
37 shall be paid out in June upon completion of the year

38 **C. Beginning September 1, 2024:**

- 39 1. All Wages on Schedule A shall receive a four percent (4%) increase or the IPD
40 whichever is greater
41 2. Bus Driver trip rate shall be eliminated. Drivers will be paid the Bus Driver rate
42 on Schedule A when driving trips.

43 **D. Beginning September 1, 2025:**

- 44 1. All Wages on Schedule A shall receive a four percent increase (4%) or the IPD
45 whichever is greater
46 2. Employees with twenty-five (25) through twenty-nine (29) years of service will
47 receive an additional five-hundred dollars (\$500) annually as a notation on
48 Schedule A and shall be paid out in June upon completion of the school year



- 1 3. Employees with thirty (30) or more years of service will receive an additional
2 seven hundred and fifty dollars (\$750) annually as a notation on Schedule A and
3 shall be paid out in June upon completion of the school year.
4

5 **Section 17.3.**

6 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this
7 Agreement. All overtime and extra bus runs, when submitted by the first day of the month prior to a
8 regular Board of Directors meeting, will be included on that months' pay voucher.
9

10 **Section 17.4.**

11 Any employee required by the District to travel from one (1) site to another in a private vehicle during
12 working hours shall be reimbursed for such travel on a per-mile basis at the prevailing District rate.
13

14 **Section 17.5.**

15 Classified employees shall participate in a collaborative calendar development process.
16

17 **Section 17.6.**

18 When employees are required to cover assignments for those employees who are absent, the employee
19 who is covering shall be permitted to work an additional thirty (30) minutes on such days to complete
20 work assignments. If multiple employees are covering assignments, each employee shall be permitted
21 to work an additional thirty (30) minutes on such days.
22

23 **Section 17.7.**

24 The District shall reimburse all employees for all fees related to maintaining School Bus and Air Brake
25 endorsements and for any costs associated with physical examinations that are not covered by medical
26 insurance including co-payments.
27

28 **Section 17.8.**

29 Employees who are required to provide personal care (diapering, tube feeding or other like procedures)
30 shall be compensated an additional fifty cents (\$0.50) per hour for hours worked with students needing
31 this.
32

33 **Section 17.9. Maintenance Differential.**

34 Custodians and maintenance employees who perform work in the following areas will receive two
35 dollars (\$2.00) above their Schedule A placement. A form that has supervisor pre-approval and
36 estimated hours and a sign off signature on actual hours on a time sheet will be completed and turned
37 in the business office on a monthly basis to receive the additional compensation.
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39 Electrical, building repair outside general building maintenance, gym resurfacing, plumbing,
40 and construction.
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ARTICLE XVIII

TERM

Section 18.1.

The term of this Agreement shall be September 1, 2022, to August 31, 2026.

Section 18.2.

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date.

Section 18.3.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened as necessary 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.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

MABTON CHAPTER

BY: */E-signed by Isaac Olvera/*
Isaac Olvera, Chapter President

DATE: *08-24-22*

MABTON SCHOOL DISTRICT #120

BY: */E-signed by Joey Castilleja/*
Joey Castilleja, Superintendent

DATE: *08-23-22*



**Schedule A
Mabton PSE
September 1, 2022 - August 31, 2023**

Mabton PSE 2022-2023 Schedule A	LONGEVITY OFF BASE WAGE			
	8.0%	8.0%		
	Entry	Current	10 YR	20 YR
Paraeducator	\$17.87	\$20.99	\$21.20	\$21.40
Certified Sign Language Interpreter	\$18.95	\$22.07	\$22.29	\$22.51
Computer Technician	\$20.55	\$24.01	\$24.25	\$24.49
Home Visitor/Records Clerks/Translator	\$18.77	\$22.06	\$22.28	\$22.50
Migrant and Bilingual Program Specialist	\$23.87	\$28.05	\$28.33	\$28.61
Migrant and Bilingual Program Student Advocate	\$21.22	\$24.93	\$25.18	\$25.43
Transition Intervention Specialist	\$25.54	\$27.98	\$28.26	\$28.54
Migrant Graduation Specialist	\$25.54	\$27.98	\$28.26	\$28.54
COVID Test Coordinator	\$25.54	\$27.98	\$28.26	\$28.54
Cooks	\$18.92	\$21.62	\$21.84	\$22.05
High School Head Cook	\$19.22	\$22.28	\$22.50	\$22.72
Head Secretary	\$20.99	\$24.47	\$24.72	\$24.96
Building Secretaries/Kitchen Secretary	\$19.91	\$23.39	\$23.63	\$23.86
Clerical Assistant		\$16.07	\$16.23	\$16.39
Bus Drivers	\$22.31	\$25.99	\$26.25	\$26.51
Extra Trips	\$18.80	\$22.45	\$22.67	\$22.90
Custodial/Maintenance	\$19.68	\$23.58	\$23.82	\$24.06

Night Custodians will be paid a Supervisor differential of thirty-two cents (\$.32) an hour for the days students are at school.

Head Secretary Wage reflects an additional \$1.08 per hour over the Building Secretary wage at each step of the salary schedule.

Certified Sign Language Interpreter Wage reflects an additional \$1.08 per hour over the Paraeducator wage at each step of the salary schedule.

Schedule A
Mabton PSE
September 1, 2023 - August 31, 2024

Mabton PSE 2023-2024 Schedule A				LONGEVITY OFF BASE WAGE	
Increase above the 2022-23 Schedule A - The greater of 4% or IPD	4.0%	4.0%			
	Entry	Current		10 YR	20 YR
Paraeducator	\$18.59	\$21.82		\$22.04	\$22.26
Certified Sign Language Interpreter	\$19.71	\$22.95		\$23.18	\$23.41
Computer Technician	\$21.37	\$24.97		\$25.22	\$25.47
Home Visitor/Records Clerks/Translator	\$19.52	\$22.94		\$23.17	\$23.40
Migrant and Bilingual Program Specialist	\$24.83	\$29.17		\$29.46	\$29.75
Migrant and Bilingual Program Student Advocate	\$22.07	\$25.93		\$26.19	\$26.45
Transition Intervention Specialist	\$26.56	\$29.10		\$29.39	\$29.68
Migrant Graduation Specialist	\$26.56	\$29.10		\$29.39	\$29.68
COVID Test Coordinator	\$26.56	\$29.10		\$29.39	\$29.68
Cooks	\$19.68	\$22.49		\$22.71	\$22.94
High School Head Cook	\$19.99	\$23.17		\$23.40	\$23.63
Head Secretary	\$21.83	\$25.45		\$25.71	\$25.96
Building Secretaries/Kitchen Secretary	\$20.71	\$24.33		\$24.57	\$24.82
Clerical Assistant	\$0.00	\$16.71		\$16.87	\$17.04
Bus Drivers	\$23.21	\$27.03		\$27.30	\$27.57
Extra Trips	\$19.55	\$23.34		\$23.58	\$23.81
Custodial/Maintenance	\$20.47	\$24.53		\$24.77	\$25.02
Night Custodians will be paid a Supervisor differential of thirty-two cents (\$.32) an hour for the days students are at school.					
Head Secretary Wage reflects an additional \$1.08 per hour over the Building Secretary wage at each step of the salary schedule.					
Certified Sign Language Interpreter Wage reflects an additional \$1.08 per hour over the Paraeducator wage at each step of the salary schedule.					

Schedule A
Mabton PSE
September 1, 2024 - August 31, 2025

Mabton PSE 2024-2025 Schedule A	LONGEVITY OFF BASE WAGE			
	4.0%	4.0%		
	Entry	Current	10 YR	20 YR
Increase above the 2023-24 Schedule A - The greater of 4% or IPD				
Paraeducator	\$19.33	\$22.70	\$22.92	\$23.15
Certified Sign Language Interpreter	\$20.50	\$23.87	\$24.10	\$24.34
Computer Technician	\$22.23	\$25.97	\$26.23	\$26.49
Home Visitor/Records Clerks/Translator	\$20.30	\$23.86	\$24.09	\$24.33
Migrant and Bilingual Program Specialist	\$25.82	\$30.34	\$30.64	\$30.94
Migrant and Bilingual Program Student Advocate	\$22.95	\$26.97	\$27.24	\$27.51
Transition Intervention Specialist	\$27.62	\$30.26	\$30.57	\$30.87
Migrant Graduation Specialist	\$27.62	\$30.26	\$30.57	\$30.87
COVID Test Coordinator	\$27.62	\$30.26	\$30.57	\$30.87
Cooks	\$20.47	\$23.39	\$23.62	\$23.85
High School Head Cook	\$20.79	\$24.10	\$24.34	\$24.58
Head Secretary	\$22.71	\$26.47	\$26.74	\$27.00
Building Secretaries/Kitchen Secretary	\$21.54	\$25.30	\$25.56	\$25.81
Clerical Assistant	\$0.00	\$17.38	\$17.55	\$17.72
Bus Drivers	\$24.13	\$28.12	\$28.40	\$28.68
Extra Trips	\$20.33	\$24.28	\$24.52	\$24.76
Custodial/Maintenance	\$21.29	\$25.51	\$25.76	\$26.02
Night Custodians will be paid a Supervisor differential of thirty-two cents (\$.32) an hour for the days students are at school.				
Head Secretary Wage reflects an additional \$1.08 per hour over the Building Secretary wage at each step of the salary schedule.				
Certified Sign Language Interpreter Wage reflects an additional \$1.08 per hour over the Paraeducator wage at each step of the salary schedule.				

**Schedule A
Mabton PSE
September 1, 2025 - August 31, 2026**

Mabton PSE 2025-2026 Schedule A				LONGEVITY OFF BASE WAGE	
Increase above the 2024-25 Schedule A - The greater of 4% or IPD	4.0%	4.0%			
	Entry	Current		10 YR	20 YR
Paraeducator	\$20.10	\$23.61		\$23.84	\$24.08
Certified Sign Language Interpreter	\$21.32	\$24.82		\$25.07	\$25.32
Computer Technician	\$23.12	\$27.01		\$27.28	\$27.55
Home Visitor/Records Clerks/Translator	\$21.11	\$24.81		\$25.06	\$25.31
Migrant and Bilingual Program Specialist	\$26.86	\$31.55		\$31.86	\$32.18
Migrant and Bilingual Program Student Advocate	\$23.87	\$28.05		\$28.33	\$28.61
Transition Intervention Specialist	\$28.73	\$31.47		\$31.79	\$32.10
Migrant Graduation Specialist	\$28.73	\$31.47		\$31.79	\$32.10
COVID Test Coordinator	\$28.73	\$31.47		\$31.79	\$32.10
Cooks	\$21.28	\$24.32		\$24.56	\$24.81
	\$0.00	\$0.00			
High School Head Cook	\$21.62	\$25.06		\$25.31	\$25.56
Head Secretary	\$23.62	\$27.53		\$27.81	\$28.08
Building Secretaries/Kitchen Secretary	\$22.40	\$26.32		\$26.58	\$26.84
Clerical Assistant		\$18.07		\$18.25	\$18.43
Bus Drivers	\$25.10	\$29.24		\$29.53	\$29.82
Extra Trips	\$21.15	\$25.25		\$25.50	\$25.75
Custodial/Maintenance	\$22.14	\$26.53		\$26.79	\$27.06
Night Custodians will be paid a Supervisor differential of thirty-two cents (\$.32) an hour for the days students are at school.					
Head Secretary Wage reflects an additional \$1.08 per hour over the Building Secretary wage at each step of the salary schedule.					
Certified Sign Language Interpreter Wage reflects an additional \$1.08 per hour over the Paraeducator wage at each step of the salary schedule.					

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Seniority Purposes:

Paraeducator: Certified Sign Language Interpreter, Computer Technician, Home Visitor/Records Clerk/Translator, Migrant and Bilingual Program Specialist, Migrant and Bilingual Program Student Advocate.

Food Service: Cooks, High School Head Cook

Secretary: Building Secretaries/Kitchen Secretaries, Clerical Assistant

Transportation: Bus Drivers

Custodial/Maintenance: Custodian

