

COLLECTIVE BARGAINING AGREEMENT BETWEEN
MANSON SCHOOL DISTRICT #19
AND
PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
MANSON CHAPTER

SEPTEMBER 1, 2024 - AUGUST 31, 2026



Public School Employees of Washington/SEIU Local 1948
P.O. Box 798
Auburn, Washington 98071-0798
1.866.820.5652
www.pseclassified.org

TABLE OF CONTENTS

Page

DECLARATION OF PRINCIPLES		1
P R E A M B L E		1
ARTICLE I	RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II	RIGHTS OF THE EMPLOYER	2
ARTICLE III	RIGHTS OF THE EMPLOYEES	3
ARTICLE IV	RIGHTS OF THE ASSOCIATION	5
ARTICLE V	APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	6
ARTICLE VI	ASSOCIATION REPRESENTATION	6
ARTICLE VII	HOURS OF WORK	7
ARTICLE VIII	OVERTIME	8
ARTICLE IX	HOLIDAYS	9
ARTICLE X	LEAVES	10
ARTICLE XI	LEAVE OF ABSENCE	16
ARTICLE XII	VACATIONS	17
ARTICLE XIII	PROBATION, SENIORITY, AND LAYOFF PROCEDURES	17
ARTICLE XIV	ASSOCIATION MEMBERSHIP AND CHECKOFF	20
ARTICLE XV	DISCIPLINE AND DISCHARGE OF EMPLOYEES	21
ARTICLE XVI	EMPLOYEE EVALUATIONS AND PERSONNEL FILES	22
ARTICLE XVII	INSURANCE AND RETIREMENT	23
ARTICLE XVIII	POSITION DESCRIPTIONS	24
ARTICLE XIX	GRIEVANCE PROCEDURE	24
ARTICLE XX	TRANSFER OF PREVIOUS EXPERIENCE	27
ARTICLE XXI	SALARIES AND EMPLOYEE COMPENSATION	28
ARTICLE XXII	TRANSPORTATION	31
ARTICLE XXIII	TERM AND SEPARABILITY OF PROVISIONS	34
SIGNATURE PAGE		35
SCHEDULE A 2024 - 2025		36
CLASSIFIED EMPLOYEE EVALUATION (3 pages)		

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.

PREAMBLE

This Agreement is made and entered into between Manson School District #19 (hereinafter "District") and Public School Employees of Manson, an affiliate of Public School Employees of Washington/SEIU Local 1948.

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:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).

Section 1.3.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Secretarial/Clerical, Custodial/Maintenance, Food Service, Para-educators, Transportation, Librarian, MEP Recruiter, and Technology Assistant. The following positions shall be excluded from the bargaining unit: Secretaries to the Superintendent/Business Manager; Supervisor for Transportation; and Supervisor for Food Service.

Section 1.4. Substitute Employees.

Substitute employees are employed sporadically to fill a position of a permanent or temporary classified employee in an existing position for up to thirty (30) consecutive workdays. Substitute employees shall be paid at the Substitute step on Schedule A and will not receive other benefits or contract rights.

Section 1.4.1. Temporary Employees.

Temporary employees are employed to fill positions that are created due to short-term, occasional staffing needs which do not warrant the posting of a permanent position or the addition of hours to regular bargaining unit employees. Temporary positions that exceed thirty (30) consecutive workdays shall be opened and posted as a temporary position pursuant to Section 13.7. However, temporary positions, unlike regular positions, terminate on or before, the end of each school year. Temporary employees are not considered substitute employees and shall be included within the bargaining unit and subject to all terms and conditions of this Agreement. Excludes transportation employees.

Section 1.5. Retired Substitutes.

Manson School District employees who retire and come back to work as substitute employees shall be paid at the salary step and longevity rate which they retired at and will receive mandated benefits but no other contract rights.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

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

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 THE EMPLOYEES

Section 3.1.

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

Section 3.2.

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

Section 3.3.

Employees of the units' subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors or other representatives of the District, if it is the employee's desire, as hereinafter provided.

Section 3.4.

Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, gender, religion, age or marital status or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others.

Section 3.5. Administration of Medication.

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

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

Section 3.6. Employee Immunizations/Hazardous Situations.

Employees that are required to be exposed to hazardous or infectious situations and/or materials, shall be provided immunizations or other reasonable protection at District expense when available, e.g., hepatitis shots, protective gear per Department of Health recommendations. Employees required to have immunizations would be the following: Nurse/Health Room Attendant, Custodians, Bus Drivers and Special Needs and Behavior Student Para-Educators.

The employee's insurance shall be the first reimburse and the District shall reimburse to the employee any out-of-pocket expense. Employee must show proof of immunization and payment.

Section 3.7. Paraeducator Classification.

General Paraeducators work with students in classrooms or with small groups outside the classroom under the direction of a certificated employee, or in other duties as assigned per job description. There are two (2) types of specific Paraeducator duties which will be compensated above the general Paraeducator rate:

1. Health Related.

A. Paraeducators assigned to assist students who require physical or medical assistance.

- These needs may include but are not limited to feeding tubes, oral feeding, toileting and diapering. The Special Education Director will determine staffing needs utilizing Case Manager input and the student's Individual Educational Plan (IEP).

2. Behavioral/Emotional Needs.

A. Paraeducators assigned to assist students who require behavioral support as required in either an IEP or Principal approved behavioral plan.

- The Special Education Director will determine staffing needs utilizing Case Manager input and the student's IEP. OR:
- The Building Principal will determine staffing needs utilizing teacher input and the students behavior plan.

Section 3.7.1.

Paraeducator schedules will be determined by administration. If student needs dictate a change in staffing, administration is responsible for notifying employees regarding the necessary Paraeducator duty/schedule changes. A minimum of forty-eight (48) hours notification is required prior to duty/schedules being changed in these instances unless the employee agrees to an earlier change or in the event of a temporary reassignment due to staffing and/or student immediate needs.

Section 3.7.2.

Paraeducators assigned to daily bus duty (excluding field trips, etc.) will receive behavioral rate of pay for the bus trip.

Section 3.8. Paraeducator Scheduling.

Work schedules for Paraeducators shall include the following:

- A. Allowance for transition from one duty to another (example: transitioning from classroom to playground).
- B. Coordination between Paraeducators and their supervising teacher(s) shall be done on work time, not during lunch and rest periods.
- C. Paraeducators shall be scheduled fifteen (15) minutes daily to read and answer job related emails.
- D. The District recognizes that Para Educators have numerous duties and will discuss schedules with direct supervisors (Principals) to avoid timeline conflicts of other duties. Paraeducators when invited to attend building and district learning days shall be allowed to exchange those hours on early release days to leave with the students (shall be an hour for hour exchange). Employees that work shortened schedules will work with their principals to determine an acceptable time exchange for their participation in the building and district learning days. If it is determined that the employee is unable to exchange the building and district learning hours for early release, the employee shall submit the time for payment of time worked.
- E. Bi-lingual paraeducators asked to support translation services during any meeting will be compensated an extra dollar (\$1.00) on top of their regular wage.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

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

Section 4.2.

The Association shall promptly be notified by the District of any disciplinary actions of any employee in the unit in accordance with the provisions of Articles XV and XIX. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

Section 4.3. Chapter Member Audit.

Every 120 days or upon request, the District shall provide to PSE State Membership Department (membership@pseofwa.org) bargaining unit employee list transmitted electronically, containing every bargaining unit employee's; name, employee number, classification, job title, work location, phone number, address, date of hire, personal email, worksite location, and hourly rate of pay.

Section 4.3.1. Notification to Chapter President.

The District will provide the Chapter President and PSE Membership Department (membership@pseofwa.org) email notification of the name, classification, job title, hours of work, rate of pay and work location of all newly hired bargaining unit employees within ten (10) days of hire.

The District shall also provide written notification to the Chapter President of the transfer of any current employee from one (1) classification or position to another or the discharge or resignation of any current employee. Such notification shall be no more than ten (10) workdays from the date of the board action.

Section 4.3.2. Meeting with New Hires.

As part of the general orientation of each new employee within the unit subject to this Agreement, the Association shall be allowed to attend to meet with new hires and distribute materials, such as PSE new hire packets, at the Orientation. District representatives shall not be present during PSE's presentation. If there is no orientation or as new employees are hired, the District shall notify the Association President of all new hires within ten (10) workdays of hire so that the Association can distribute materials, such as PSE new hire packets, at the Orientation. District representatives shall not be present during PSE's presentation. These meetings with new hires are for no more than thirty (30) minutes and occurs during employee work time. No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative.

Section 4.4. Delegating Rights/Duties to PSE Officials.

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

1 State Organization. This section applies to, but is not limited to, the following examples; Field
2 Representative visitation, grievance processing, etc.

3
4 **Section 4.5. Release Time for Association Business.**

5 The President of the Association and designated representatives will be provided time off without loss of
6 pay to a maximum of ten (10) total days per year to attend regional or State meetings or to attend to
7 Association business.

8
9 **Section 4.6. Bulletin Boards.**

10 The District shall provide bulletin board space in each district building for the use of the Association. The
11 Association shall have the right to post notices of its activities.

12
13 **Section 4.7. Association Meetings.**

14 Employees working during the time that an Association membership meeting is being held outside regular
15 building office hours, shall be allowed to attend up to four (4) membership meetings per year, for a
16 maximum of ninety (90) minutes per meeting without loss of pay and this time shall be flexed.

17
18 **Section 4.8. Use of District Facilities and Equipment.**

19 The Association shall have the right to use District facilities and equipment normally used by employees,
20 including, but not limited to computers, copiers (PSE will provide their own paper), and all types of audio-
21 visual equipment at reasonable times outside employee's contracted time.

22
23
24
25 **ARTICLE V**

26
27 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

28
29 **Section 5.1.**

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

33
34
35
36 **ARTICLE VI**

37
38 **ASSOCIATION REPRESENTATION**

39
40 **Section 6.1.**

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

District. They may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.2.

Time during working hours will be allowed Association representatives for attendance at meetings with the District. Time will also be allowed for representatives to discuss grievances with employees. Association representatives will guard against the use of excess time in the handling of such matters.

Section 6.3.

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 units for purposes of grievance procedures and/or general information data. The visiting delegate shall notify the School District of his/her arrival. The visitation rights shall not interfere with the employee's normal work routine.

Section 6.4.

The Association shall provide the District with sufficient copies of the current agreement and PSE member packets to provide to each employee at the time of hire.

ARTICLE VII

HOURS OF WORK

Section 7.1. Workday.

Each employee shall be assigned to a definite shift with designated times of beginning and ending. Employees may work with their building/program supervisors on potential early departure by utilizing accumulated flex time on the Wednesday before Thanksgiving, the day before Winter Break, and the last student day of the school year.

Section 7.2. Rest Periods/Lunch Periods.

A regular work shift shall consist of eight and one-half (8 ½) hours which includes an uninterrupted thirty (30) minute unpaid lunch period as near the middle of the shift as is practicable, and also a fifteen (15) minute first (1st) half and a fifteen (15) minute second (2nd) half paid rest period, which shall also occur as near the middle of each half shift as is practicable.

Any shift of six and one-half (6 ½) hours up to eight (8) hours, shall receive an unpaid thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable. The employee shall also receive a fifteen (15) minute first (1st) half and a fifteen (15) minute second (2nd) half paid rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Any shift of five (5) hours up to six and one-half (6 ½) hours, shall receive an unpaid thirty (30) minute uninterrupted lunch period and one (1) fifteen (15) minute paid rest period.

Any shift of three (3) hours up to five (5) hours shall receive one (1) fifteen (15) minute paid rest period as near the middle of the shift as is practicable. No employees shall be required to work more than three (3) hours without a rest period.

Employees working up to three (3) hours shall receive no rest period. Rest periods are determined by the supervisor and/or administrator but shall not be within one hour of beginning the workday or ending the workday. Lunches and breaks shall not be combined without mutual agreement documented by the supervisor.

Section 7.3. Days of Work.

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

Section 7.4. Missed Lunch Periods.

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

Section 7.5. Work Shifts.

The following shift hours are possible shifts that forty (40) hour workweek employees could work depending on district school schedule.

Five eight-hour (8) shifts in one workweek.

Four ten-hour (10) shifts in one workweek.

Four nine-hour (9) shifts and one four-hour (4) shift in one workweek.

ARTICLE VIII

OVERTIME

Section 8.1.

All hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1-1/2) times the employee's base hourly rate. An employee may have the option of taking comp time in lieu of overtime pay.

Section 8.1.1.

Compensatory time must be used within thirty (30) calendar days from the date earned unless an extension is mutually agreed to by employee and supervisor.

Section 8.2.

All hours worked on the sixth (6th) and seventh (7th) consecutive day shall be compensated at the rate of one and one-half (1½) times the employee's base hourly rate.

Section 8.3.

Employees called back for special service on a regular workday or called on the sixth (6th) or seventh (7th) consecutive day shall receive no less than two (2) hours pay per call at the appropriate rate.

ARTICLE IX

HOLIDAYS

Section 9.1.

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

- | | |
|--|---------------------------|
| 1. Labor Day | 7. New Year's Eve |
| 2. Veterans Day | 8. New Year's Day |
| 3. Thanksgiving Day | 9. Martin Luther King Day |
| 4. Day after Thanksgiving/
Native American Heritage Day | 10. Presidents Day |
| 5. Day before Christmas | 11. Memorial Day |
| 6. Christmas Day | 12. Juneteenth |
| | 13. Independence Day |

Section 9.2. Worked Holidays.

Employees who are required to work on the above described holidays shall receive double time.

Section 9.3. Holidays During Vacation.

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

Section 9.4. Floating Holiday.

Employees will receive a non-paid Floating Holiday for every day the calendar year exceeds 260 days. This Floating Holiday will be taken at the discretion of the employee on any day that school is not in session. This day will be scheduled with approval of the immediate supervisor at least one (1) week in advance. This section applies to two hundred sixty (260) day employees only.

Section 9.5. Holiday for Reason of Faith or Conscience.

Employees are entitled to two (2) unpaid holidays per year for reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee may select the days on which the employee desires to take the two (2) unpaid holidays after consultation with their supervisor. If an employee prefers to take the two (2) unpaid holidays on specific days for the above reasons, the employer must allow the employee to do so unless the employee's absence would impose an undue hardship on the employer.

Employees will submit an "Unpaid Holiday" request to their immediate supervisor five (5) workdays in advance of the requested unpaid holiday. No more than two (2) employees per worksite/building may be absent for an unpaid holiday on any given day.

The following restrictions shall apply:

1. Shall not be used the two (2) weeks prior to school starting, the first two (2) weeks of school or the last two (2) weeks of school.
2. Shall not be used to extend vacations, breaks, or holiday; or
3. As vacation days; or
4. To shorten the employee's school year.

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

5 6 7 **ARTICLE X**

8 9 **LEAVES**

10 11 **Section 10.1. Sick Leave.**

12 13 **Section 10.1.1.**

14 Twelve (12) days of sick leave shall be granted to each employee for both school year
15 employees and full-time employees. An employee who works eleven (11) working days in any
16 calendar month will be given credit for the full calendar month. Sick leave shall be vested
17 when earned and may be accumulated up to a maximum of one hundred eighty (180) days
18 entitlement. The employee shall be entitled to the projected number of days of sick leave at the
19 beginning of the school year. If the employee leaves employment prior to completing the
20 school year, the leave will be prorated and reduced based upon the time worked during the
21 year. Allocated leave will reflect working hours. Sick leave benefits shall be paid on the basis
22 of base hourly rate applicable to the employee's normal daily work shift; provided, however,
23 that should an employee's normal daily work shift increase or decrease subsequent to an
24 accumulation of days of sick leave, sick leave benefits will be paid in accordance with the
25 employee's normal daily work shift at the time the sick leave is taken, and the accumulated
26 benefits will be expended on an hourly rather than a daily basis.
27

28 Employees may use paid sick leave:

- 29 1. To care for themselves or a family member for the following reasons; mental or
30 physical illness, injury, or health conditions; to accommodate the employee's need for
31 medical diagnosis, care, or treatment of a mental or physical illness, injury, or health
32 condition; or an employee's need for preventive medical care.
 - 33 2. When the employee's workplace or their child's school or place of care has been closed
34 by a public official for any health-related reason.
 - 35 3. For absences that qualify for leave under the state's Domestic Violence Leave (Chapter
36 49.76 -Domestic Violence Leave Act).
 - 37 4. Family member is defined as:
 - 38 • A child including: a biological, adopted, or foster child, stepchild, or a child to
39 whom the employee stands in loco parentis, is a legal guardian or is a de facto
40 parent, regardless of age or dependency status.
 - 41 • A parent including: a biological, adoptive, de facto, or foster parent, stepparent, or
42 legal guardian of an employee or employee's spouse or registered partner or a
43 person who stood in loco parentis when the employee was a minor child.
 - 44 • Also including: a spouse, a registered domestic partner, a grandparent, a
45 grandchild and a sibling.
- 46

1 **Section 10.1.1.1.**

2 First (1st) year, new hires, will accumulate sick leave days on a pro-rata month to month
3 basis for the first (1st) year only. This does not apply to new hires, who have transferred
4 sick leave benefits from another school district.

5
6 **Section 10.1.2. Sick Leave Attendance Incentive Program.**

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

15
16 **Section 10.1.3. Sick Leave Monetary Incentive.**

- 17 1. Employees who utilize four (4) days or less of sick leave (illness, injury, emergency or
18 family leave) in the work year will be given an incentive bonus of two-hundred
19 (\$200.00) dollars to be paid in August.
20 2. Employees who utilize eight (8) days or less of sick leave (illness, injury, emergency or
21 family leave) in the work year will be given an incentive bonus of one hundred
22 (\$100.00) dollars to be paid in August.

23
24 **Section 10.1.4.**

25 At the time of separation from school district employment, an eligible employee or the
26 employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary
27 compensation for each four (4) full day's accrued leave for illness or injury.

28
29 An eligible employee means:

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

35
36 **Section 10.2. Bereavement Leave.**

37 Each employee shall be entitled to a maximum of five (5) days leave per occurrence with pay for absence
38 caused by death to any family member as defined in Section 10.1.1. Two (2) days shall be granted for a
39 co-worker, friend, or other family member. Such bereavement leave shall not be deducted from sick leave
40 and shall be noncumulative.

41
42 **Section 10.3.**

43 Illness, injury and emergency leave is accumulative to the number of days in each employee's work year
44 and is transferable from one district to another in the State of Washington. Compensation for the days of
45 leave shall be at the daily rate the person would have earned had the employee been in service in this
46 District.

1 **Section 10.4. Personal Leave.**

2 The District shall grant personal leave using the following tiered system, per year at full pay.

3
4 Beginning of year one (1) to completion of five (5) years = Three (3) days per year.

5 Beginning of six (6) years to completion of ten (10) years = Four (4) days per year.

6 Beginning of eleven (11) years = Five (5) days per year.

7
8 Personal leave is contingent upon availability of substitutes. No more than two (2) members, in any one
9 (1) building, can be on personal leave at the same time, except as approved by administration. The
10 employee will give the District five (5) workdays advance notice when taking a personal leave day when
11 possible. Supervisors will communicate or approve within 24 hours. Employees unable to use all of their
12 personal leave days may carry over leave to the following year for a maximum of five (5) days in a given
13 work year.

14
15 Employees who do not use any or part of their personal leave may request to cash-out up to three (3)
16 days at the employee's regular rate of pay. Requests for reimbursement must be submitted to Human
17 Resources by the last day of school. Reimbursements will be paid in the August paycheck. Any
18 employee whose personal leave exceeds the maximum of five (5) days accrual shall be automatically
19 cashed out.

20
21 **Section 10.5. On the Job Injury and Leave.**

22 When an employee is injured on the job and is unable to perform his/her duties as a result of an on-the-
23 job injury or occupational disease or illness, and is certified off-work by a doctor, the employee may
24 elect to use leave as follows (provided the employer does not elect to keep the employee on full salary
25 through means other than use of accrued leave):

- 26
27 A. Choose unpaid leave thus receiving only his/her entitled temporary total disability (TTD) benefit
28 payment from the District's industrial insurance; or
29 B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in additional to
30 their entitled TTD benefits; or
31 C. Elect to use proportionate share of accumulated leave to make up the difference between the
32 workers' compensation payments and the employee's regular pay at the time of injury.

33
34 **Section 10.6. Maternity Leave (For Employees Not Qualifying for FMLA).**

35 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such
36 time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave may,
37 at their option, be allowed compensation for maternity leave in accordance with Section 10.1. above.
38 Before returning to work, the employee must be certified by her physician as ready and able to return.

39
40 **Section 10.6.1. Spouse/Co-Parent Leave (For Employees Not Qualifying for FMLA).**

41 An employee, upon request, shall be granted a maximum of five (5) days leave, on or about the
42 date of their child's birth. Such leave is deducted from sick leave. An employee may request
43 additional days by submitting a written application to the Superintendent or designee.

44
45 **Section 10.6.2. Adoptive/Foster Leave (For Employees Not Qualifying for FMLA).**

46 Up to sixty (60) days non-paid leave shall be granted an employee who adopts a child or has a
47 foster child placed with them. The employee shall submit a written request to the
48 Superintendent or designee. The District shall be notified when adoption/foster proceedings

have begun, and the leave shall begin at a natural break in the school year or on a mutually agreed upon date. At the discretion of the District, adoption/foster leave may extend up to sixty (60) additional days. The exact date of the employee's return will be determined in consultation with the Superintendent and the employee's immediate supervisor.

Section 10.7. Emergency Leave.

Each employee shall be entitled to use three (3) days of sick leave as paid emergency leave for problems requiring an employee's personal attention. Such problems must be suddenly precipitated and preplanning not possible or preplanning cannot remove the necessity of the employee's absence. If time permits, emergency leave should be approved by the Superintendent or his designee prior to use.

Section 10.8. Judicial Leave.

In the event an employee is summoned to serve as a juror or is named as a codefendant with the District, such employee shall be granted leave of absence with pay. In the event that an employee is a party in a court action, such employee may request an appropriate leave. Payments from the court to the employee who serves as a juror are no longer considered "compensation" but are viewed as "expense payments" and may be kept by the employee.

Section 10.9.

Whenever there is a question arising relative to the employee's physical fitness to work or the reasonableness of the period for recovery requested, the employee may be asked to provide a recommendation from his or her physician. The district may request a note from a medical care provider for any absence of more than three consecutive days.

Section 10.10.

The above leaves may be extended by arrangement with the Superintendent if he/she feels conditions would warrant such extension. In case of an extension being granted, the salary of the substitute employee may be deducted from the employee's salary.

Section 10.11. Federal Family and Medical Leave Act. (FMLA)

Federal law (FMLA) guarantees eligible employees of the Manson School District up to twelve (12) weeks of unpaid (or paid per Section 10.11.3.), job-protected leave for reasons listed in Section 10.11.2. below.

Section 10.11.1. Eligibility.

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

Section 10.11.2. Leave Reasons.

There are four (4) reasons for which Family and Medical Leave may be granted under the FMLA:

1. For incapacity due to pregnancy, pre-natal medical care, or childbirth.
2. To care for the employee's child after birth, or placement for adoption or foster care.
3. To care for the employee's spouse, son/daughter, or parent, who has a serious health condition.
4. For a serious health condition that makes the employee unable to perform the employee's job.

1 Additional Reason – Military Family Leave Entitlements.

2 Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty
3 status in the National Guard or Reserves in support of a contingency operation may use their
4 twelve (12) week leave entitlement to address certain qualifying exigencies. Qualifying
5 exigencies may include attending certain military events, arranging for alternative childcare,
6 addressing certain financial and legal arrangements, attending certain counseling sessions, and
7 attending post-deployment reintegration briefings.
8

9 FMLA also includes a special leave entitlement that permits eligible employees to take up to
10 twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12)
11 month period. A covered service member is a current member of the Armed Forces, including a
12 member of the National Guard or Reserves, who has a serious injury or illness incurred in the line
13 of duty on active duty that may render the service member medically unfit to perform his or her
14 duties for which the service member is undergoing medical treatment, recuperation, or therapy; or
15 is in outpatient status; or is on the temporary disability retired list.
16

17 Section 10.11.3. Conditions.

- 18 1. Employees are eligible to receive a total of twelve (12) weeks of leave per year for family
19 and/or medical leave. The District shall grant, at the employee's request, the use of accrued
20 sick leave, personal days or vacation time prior to placing the employee on unpaid leave.
- 21 2. The District reserves the right to require the employee to take leave in a block when being
22 used for birth, adoption, or placement of a foster child. The entitlement to this leave ends
23 twelve (12) months following the birth, adoption, or placement.
- 24 3. Medical leave may be taken intermittently based upon the health care provider's
25 recommendation and/or the ability of the employee to perform the duties of the job.
- 26 4. The District may request that the employee on intermittent leave assume an alternate
27 position if the employee is qualified, the position has equal pay and benefits, and the
28 alternate position better accommodates the leave.
- 29 5. Employees who have been granted leave under this policy are guaranteed a return to their
30 former position or a position with equivalent benefits, pay, and terms of employment.
31 Reinstatement may be denied in the event of a reduction in force. The employee on leave
32 will be subject to the terms of the contractual agreement between the Association and the
33 District.
- 34 6. Vacation, sick, and personal leave will not accrue during the duration of the leave.
35

36 Section 10.11.4. Employee Responsibilities.

- 37 1. In the event of the birth, adoption, or foster placement, thirty (30) days prior notice will be
38 required when practical.
- 39 2. For medical care, the employee will give thirty (30) days prior notice, unless medical
40 conditions preclude this from happening. Further, if an employee is on a reduced schedule,
41 he/she may be asked to make all reasonable efforts to arrange treatment so as to not disrupt
42 the normal operation of the District.
43

44 Section 10.11.5. Exclusions/Limitations.

45 In the event that the District employs spouses, the total leave between both cannot exceed
46 twelve (12) weeks in any twelve (12) month period.
47

1 **Section 10.11.6. Certification of a Serious Health Condition.**

2 When an employee seeks medical leave to care for a family member or address his/her own
3 health needs, the District may require a signed statement from a health care provider to verify
4 the need for treatment, care or supervision for any absence which exceeds five (5) consecutive
5 working days.

6
7 The following certification may be required:

- 8 1. The date on which the condition commenced.
- 9 2. Probable duration of the condition.
- 10 3. Medical facts from the health care provider.
- 11 4. When the leave is to care for a family member, an estimate as to the amount of time
12 needed.
- 13 5. In the event the employee is not able to return to perform and fulfill his/her
14 responsibilities, medical verification will be required. The District reserves the right to
15 seek a second (2nd) or third (3rd) opinion, at Districts expense.

16
17 **Section 10.11.7. Health Care Benefits.**

18 The District will maintain employee health care benefits at its expense during the duration of the
19 leave. However, in the event that the employee does not return from leave for a reason other than
20 continuation or reoccurrence of a serious health condition, the onset of a new serious health care
21 condition, or circumstances beyond the control of the employee, the District may exercise its right
22 to recover premium costs.

23
24 **Section 10.12. Sick Leave Sharing.**

25 All voluntary leave sharing shall be in strict compliance with current RCW 41.04.665. Employees may
26 donate annual sick leave to a fellow employee who is suffering from or has a relative or household
27 member suffering from an extraordinary or severe illness, injury, or physical or mental condition; a
28 fellow employee who is a victim of domestic violence, sexual assault, or stalking; or a fellow
29 employee who has been called to service in the uniformed services, which has caused or is likely to
30 cause the employee to take leave without pay or terminate his or her employment.

- 31
32 1. Employees may maintain up to forty (40) hours of applicable leave in reserve and still be
33 eligible for shared leave.
- 34 2. Employees shall have access to intermittent and nonconsecutive use of shared leave, so long as
35 the leave has not been returned under Section 10.8. #4.
- 36 3. Employees on leave shall continue to be classified as a state employee and shall receive the
37 same treatment in respect to salary, wages, and accrued annual leave or sick leave.

38
39 **Section 10.12.1. Status of Leave Employee.**

40 While an employee is on leave under the conditions of Section 10.12., he/she shall receive all
41 the rights in respect to wages and benefits normally received if using accrued sick leave.
42 Payment of donated sick leave shall be in accordance with state statutes, rules and regulations.

43
44 A. District employees may donate leave as follows:

- 45 1. A staff member who has an accrued annual leave balance (vacation) of more than
46 ten (10) days may request that the superintendent transfer a specified number of
47 days to another staff member authorized to receive shared leave, or to the district's

1 annual leave pool. A staff member may not request leave to be transferred that
2 would result in an accrued annual leave balance of fewer than ten (10) days.

- 3 2. A staff member who does not accrue annual leave but who has an accrued sick leave
4 balance of more than twenty-two (22) days may request that the superintendent
5 transfer a specified amount of sick leave to another staff member authorized to
6 receive such leave, or to the district's sick leave pool.
- 7 3. A staff member may not request a transfer that would result in an accrued sick leave
8 balance of fewer than twenty-two (22) days. Sick leave as defined in RCW
9 28A.400.300 means leaves for illness/injury emergencies.
- 10 4. The number of leave days transferred shall not exceed that amount authorized by the
11 donating staff member.
- 12 5. Any leave donated by staff members which remains shall be returned to the donor.
13 To the extent administratively feasible, leave transferred by more than one staff
14 member shall be returned on a pro-rata basis.

- 15
- 16 B. Leave shall be calculated on the donating employee's hourly rate divided by requesting
17 employee's hourly rate.
- 18

19 **Section 10.13. Washington Paid Family Leave (WPFL).**

20 The District will comply with the WPFL (Washington Paid Family Leave) to the extent required by
21 law. The cost of the premiums shall be split as per the RCW. Procedures for use of such leave shall be
22 established by WAC. The District shall maintain their portion of medical benefits when an employee
23 is on leave as defined in the WAC and FMLA regulations. The employee shall continue to pay the
24 same out-of-pocket as prior to leave.

25 **Section 10.14. Paid Family Medical Leave (PFML).**

26 The District will comply with the PFML (Paid Family Medical Leave) to the extent required by law.
27 In addition, the District will allow employees to opt to accept compensation from PFML in addition to
28 a prorated amount to their accumulated sick leave or other paid leave banks in order to receive their
29 full pay. The District shall pay the employers portion of the PFML tax as defined in the law.
30
31
32
33

34 **ARTICLE XI**

35 **LEAVE OF ABSENCE**

36 **Section 11.1.**

37 Upon recommendation of the immediate supervisor through administrative channels to the
38 Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended
39 leave of absence for a period not to exceed one (1) year. Sixty (60) days prior to the expiration of the
40 leave period employees will notify the District of their intention to return or not to return.
41
42
43

44 **Section 11.2.**

45 The returning employee will not necessarily be assigned to the identical position occupied before the leave
46 of absence. However, the employee shall be reinstated to a position equivalent in duties and salary to that
47 held at the time the request for leave of absence was approved.
48

Section 11.3.

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

ARTICLE XII

VACATIONS

Section 12.1.

Employees will be granted vacation credit as follows: Upon completion of the first year of service with the District each full-time employee shall be granted ten (10) days paid vacation per year. Upon completion of the fifth (5th) year of service with the District each full-time employee shall be granted one (1) additional day of paid vacation for each additional year of service to a maximum of thirty (30) days paid vacation per year.

A full-time employee as used in this Agreement to calculate vacation benefits shall be defined as an annual employee scheduled to work twelve (12) months per year (2,080 hours/year). Vacation benefits for employees working less than eight (8) hours per day but twelve (12) months/year will be prorated based on an eight (8) hour day. When changing classifications to vacation accruing positions, years of service apply.

Section 12.2.

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

Section 12.3.

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

ARTICLE XIII

PROBATION, SENIORITY AND LAYOFF PROCEDURES.

Section 13.1. Hire Date and Seniority Date.

The hire date of an employee in the bargaining unit shall be established as the date on which the employee was hired by the District. Upon request, the District will provide a seniority list by classification to the Chapter President. The seniority date of an employee shall be established as the date on which an employee is hired into any job classification defined in Article I, Section 1.3.

Section 13.1.1. Seniority Within Job Classification.

Seniority rights shall be effective within the general job classification, however in the event of a District wide layoff the employee's original in district hire date will be used in lieu of drawing lot. General job classifications are those set forth in Article I, Section 1.3.

Section 13.2.

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

- A. Resignation
- B. Discharge for any reason contained in this Agreement
- C. Retirement or
- D. Change in job classification within the bargaining unit, as hereinafter provided.

Section 13.3.

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

- A. Time lost by reason of industrial accident, industrial illness or jury duty
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States or
- C. Time spent on other authorized leaves of absence, not to exceed one year.

Section 13.4.

Seniority rights shall be effective within the bargaining unit, with first preference to new or open positions, layoff, recall, given to seniority within the general job classification as set forth in Section 1.3., then preference to other qualified employees from other classifications on a seniority basis.

Section 13.4.1.

The employee with the earliest hire date shall have preferential seniority rights regarding shift selection, vacation periods, special services (including overtime), promotions, assignment to new and open positions, layoff and recall.

Section 13.5.

If the district determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee, the District shall set forth in writing to the employee and the association president its reasons why the senior employee has been bypassed.

Section 13.6.

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

Section 13.7.

All new or open positions shall first be posted within the bargaining unit for five (5) workdays. No out-of-district applicants will be considered until after the period of internal posting is completed.

During the summer months and extended holidays, notice of classified positions will be posted in the District office, on the District website, sent to the President of the Association or designee, and mailed to each employee that has made a previous request in writing for such postings. Postings will be made as soon as positions are available.

1 **Section 13.8.**

2 Each new hire shall remain in a probationary status for a period of not more than one-hundred eighty
3 (180) workdays following the hire date. During this probationary period the District may discharge such
4 employee at its discretion.

5
6 **Section 13.9. New Hire Seniority Tie.**

7 The seniority of an employee shall be established as of the date on which an employee begins
8 continuous employment (first day of work) within any job classification defined in Article I, Section
9 1.3. If more than one employee begins on the same day, seniority shall be decided with a drawing by
10 lot, to determine position on the seniority list. The Association and all employees so affected shall be
11 notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly
12 and at a time and place which will allow affected employees and the Association to be in attendance.

13
14 **Section 13.10. Layoffs.**

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

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

24
25 **Section 13.11. Re-employment List.**

26 In the event of layoff, employees so affected are to be placed on a re-employment list maintained by the
27 District according to layoff ranking (last laid off, first to be considered). Such employees are to have
28 priority over new applicants, with the exception of current employees as provided in Section 13.4., 13.5.
29 and 13.7. in filling an opening in the classification held immediately prior to layoff. Names shall remain
30 on the re-employment list for two (2) years.

31
32 **Section 13.12. Notification to Employer During Layoff.**

33 Employees on layoff status shall provide the District with their current address and telephone number(s).
34 Employees may also provide a current e-mail address to the District. All information and preference of
35 notification method must be provided in writing to the District office. It is the employee’s responsibility
36 to notify the District, in writing, of any change of address, phone number(s) or e-mail address.

37
38 **Section 13.13. Forfeiture of Rights.**

39 An employee shall forfeit rights to re-employment as provided in Section 13.11. if the employee does not
40 comply with the requirements of Section 13.12., or if the employee does not respond to the offer of re-
41 employment within five (5) days.

42
43 **Section 13.14. Rejection of Reemployment Offer.**

44 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other
45 accrued benefits; provided such employee is offered a position substantially equal to that held prior to
46 layoff (loss of no more than thirty (30) minutes per day).

1 **Section 13.15. Employee Resignation.**

2 An employee who resigns will give, by written notice to the Superintendent or designee, two (2) weeks'
3 notice of resignation.
4

5 **Section 13.16. Retirement/Resignation Notification.**

6 The District will give two-hundred and fifty (\$250.00) dollars to classified employees who notify the
7 District by February 1st of their plans to retire or resign at the end of the school year.
8
9
10

11 **ARTICLE XIV**

12 **ASSOCIATION MEMBERSHIP AND CHECKOFF**
13
14

15 **Section 14.1. Association Membership.**

16 The parties recognize that each employee has the right to become a member of the Association and the
17 District will not discriminate, restraint, retaliate, coerce or interfere against any employee in that
18 process.
19

20 **Section 14.2. Association Membership Deductions and Transmittal of Dues.**

21 PSE will be the custodian of the records related to dues authorizations. PSE agrees that, as the
22 custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those
23 records. The parties further agree PSE will establish the procedure that clearly outlines the
24 membership process, which will be provided to the District at the beginning of each school year. The
25 District shall deduct PSE dues, assessments, service charges or voluntary political contributions from
26 the pay of any employee who authorizes such deductions pursuant to RCW 41.56.110. The District
27 shall transmit all such funds deducted to the Treasurer of the Public School Employees of
28 Washington/SEIU Local 1948 on a monthly basis.
29

30 **Section 14.2.1. Dues Authorizations.**

31 As the custodian of the records related to dues authorizations, the following types of dues
32 authorizations shall be utilized: paper form, voice authorization or by E-Signature in
33 accordance with "E-Sign". PSE will provide a list of those members who have agreed to union
34 membership directly with the Association via any of the above methods. In addition, upon
35 request, access will be given to the District to the .wav files associated with the voice
36 authorizations.
37

38 **Section 14.2.2. District Held Harmless for Deductions and Transmittal of Dues.**

39 The District assumes no obligation, financial or otherwise, arising out of the provisions of this
40 Article, and the Association shall indemnify and hold the District harmless for any and all
41 claims, grievances, arbitrations, awards, suits, attachments, or other proceedings arising out of
42 or by reason of any action taken by the District for the purpose of the District's acceptance of
43 voice and/or electronic authorization of membership and/or the Association's representations
44 regarding the existence of a valid membership authorization, as well as for complying with any
45 of the provisions of this Article of the Agreement.
46
47
48

1 **Section 14.3. Non-Membership Rights.**

2 The parties recognize that each employee has the right to decline membership of the Association and
3 the Association will not discriminate, restraint, retaliate, coerce, or interfere against any employee in
4 that process.

5
6 **Section 14.4.**

7 The District will notify the Association of all new hires within ten (10) working days of the hire date. At
8 the time of hire, the District will inform the new hire of the terms and conditions of this Article.

9
10 **Section 14.5. Political Action Contributions.**

11 The District shall upon receipt of a written authorization form that conforms to legal requirements, deduct
12 from the pay of such bargaining unit employees the amount of contributions the employee voluntarily
13 chooses for deduction for political purposes and shall transmit the same to PSE on a check separate from
14 the PSE dues transmittal check. Section 14.8 of the Collective Bargaining Agreement shall apply to these
15 deductions. The employee may revoke the request at any time. At least annually, the employee shall be
16 notified by the Association about the right to revoke the request. At the start of each school year, at the
17 request of PSE, the District shall provide the President of the Association with the employee's names.

18
19
20
21 **ARTICLE XV**

22
23 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

24
25 **Section 15.1.**

26 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of
27 justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the
28 District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the
29 employee before other employees or the public and in accordance with Section 4.2. Notwithstanding, the
30 District is entitled to provide direction and expectation clarifications to employees in front of others and
31 can intervene in emergency situations.

32
33 **Section 15.1.1. Progressive Discipline.**

34 The following actions shall be considered to be disciplinary actions. The District agrees to
35 follow the principles of progressive discipline, except in cases of serious misconduct.

- 36 • Pre-Discipline: Informal supervisory counseling and restatement of expectations. A
37 verbal warning is documented, is not part of the employee's personnel file and is part of
38 the supervisor's working file.
- 39 • Written Reprimand: Begins documentation of disciplinary action and shall inform the
40 employee of consequences. This step/document is part of the employee's personnel
41 file.
- 42 • Suspension (either short term or long term).
- 43 • Recommendation for discharge from employment.

44
45 **Section 15.2.**

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

Section 15.3.

Any employee discharged for just cause shall be given a written statement of the cause of discharge at the time of the discharge or within five (5) workdays. The District shall provide a copy to the Chapter President.

ARTICLE XVI

EMPLOYEE EVALUATIONS AND PERSONNEL FILES

Section 16.1.

Employees shall be evaluated annually, no later than May 31st. The employee's evaluation shall include input from their immediate supervisors.

1. Prior to Oct. 31st each employee will do a self-evaluation as part of a goal setting process.
2. The self-evaluation/goal setting form can be referenced in the employee's evaluation but not included in the employee file.

The employee's performance in the "does not meet expectations level" category shall be reviewed in a conference with the employee and may include, at the employees discretion, a representative of the Association, and the immediate supervisor, every thirty (30) days until such time as the "does not meet expectations level" performance has been corrected or discharge proceedings have been instituted. A written statement of the matters reviewed at each conference and a written statement acknowledging that the "does not meet expectations level" performance has been corrected will be attached to the evaluation at issue.

Section 16.2.

Probationary employees shall be evaluated prior to the expiration of their probationary period.

Section 16.3. Personnel Files.

Classified employees shall have the right to review their personnel file by making an appointment for such purpose through the office of the Superintendent. Each classified employee shall have the right to review, initial, copy, and attach his/her own comments to evaluations or other material made a part of his/her personnel file.

Personnel files of classified employees are confidential. Personnel files shall be available for inspection only to supervisory personnel, employee, and the employee's duly authorized representative. There shall be only one (1) personnel file, which shall be kept in the office of the Superintendent.

Section 16.3.1. File Contents.

Employees shall be given a copy of all material added to the personnel file at the time such material is added to the file. Employees have the right to respond in writing to all additions in the personnel file. Such employee responses shall be made a part of the file.

Derogatory material not brought to the attention of the employee in compliance with this section or Section 3.6., or not placed into the official personnel file may not be used for any purpose adverse to the employee's interest. Employees shall have the right to purge their personnel file of derogatory material after four (4) years from the time it was placed in the file

1 if no derogatory material of a similar nature has been added, or the District is required by law
2 to retain the material.
3
4

5 6 ARTICLE XVII

7 8 INSURANCE AND RETIREMENT 9

10 **Section 17.1. School Employees Benefit Board (SEBB) Employee Benefits.**

11 The District agrees to provide timely information about SEBB insurance plans, follow employee
12 eligibility rules and provide funding for all qualifying bargaining unit members and their dependents as
13 required by State law, the State Operating Budget, and the School Employees' Benefits Board (SEBB).
14 Employees projected to work a minimum of six hundred (600) hours in a given school year shall be
15 eligible for SEBB.
16

17 **Section 17.1.1. SEBB Insurance Plans.**

18 The employer agrees to provide information about SEBB insurance plans to eligible employees
19 during the school year (as required or recommended by SEBB) and at each open enrollment
20 period.
21

22 **Section 17.2.**

23 The District shall make required contributions to the NCW Workers' Compensation Trust on behalf of all
24 employees subject to this Agreement.
25

26 **Section 17.3.**

27 The District shall make contributions to the North Central Unemployment Cooperative requisite to
28 providing unemployment benefits for all employees subject to this Agreement.
29

30 **Section 17.4.**

31 In determining whether an employee subject to this Agreement is eligible for participation in the
32 Washington State Public Employees' Retirement System (PERS), or in the Washington State School
33 Employee's Retirement System (SERS), the District shall report all hours worked, whether straight
34 time, overtime, or otherwise.
35

36 **Section 17.5.**

37 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan
38 sponsored by the Public School Employees of Washington/SEIU Local 1948. On receipt of a written
39 authorization by an employee, the District shall make the requisite withholding adjustments and
40 deductions from the employee's salary.
41

42 **Section 17.6. Conversion of Personal Days upon Separation or Retirement.**

43 Upon separation or retirement an employee with two weeks' notice may opt to cash out or add to a
44 VEBA account unused personal days.
45
46
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XVIII

POSITION DESCRIPTIONS

Section 18.1. Job Descriptions, Amendments, Changes and Additions.

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

Section 18.1.1. Job Descriptions Requests.

Upon request, the District will provide the Association with complete job descriptions for all employees subject to this Agreement.

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 19.1. Purpose.

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.

Section 19.2. Grievance Steps.

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

Section 19.2.1. Definitions.

- A. Grievant: A grievant is an employee, or in the case of the union's contractual rights, the union.
- B. Grievance: A grievance is defined as a dispute involving the interpretations or application of the specific terms of this Agreement.
- C. Workday: Workdays in this procedure are normal District workdays.
- D. Supervisor: The person who evaluates the employee.

Section 19.2.2. Timelines.

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

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

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

Section 19.3. Process.

Section 19.3.1. Step 1. Informal Level – Submission of Grievance to Supervisor.

Within thirty (30) workdays following the occurrence of the event giving rise to the grievance, the grievant shall attempt to resolve the grievance with their immediate supervisor, by stating in a conversation their formal grievance. The immediate supervisor shall respond informally within five (5) workdays of the employee's presentation. The informal response at this level may be oral or written.

Section 19.3.2. Step 2. Formal Level – Written Submission of Grievance to Supervisor.

If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the immediate supervisor within ten (10) workdays after receipt of the supervisor's response at Step 1, or within ten (10) workdays after the deadline for the supervisor's response, whichever is earlier.

The written grievance shall contain the following:

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

The supervisor shall inform the grievant and the Union in writing of the disposition of the grievance within ten (10) workdays of the presentation of the grievance. If an agreeable disposition has been made, the aggrieved party shall terminate the grievance in writing within ten (10) workdays.

Before moving to Step 3, the Chapter Grievance Committee shall meet to render a decision on validating the grievance.

Section 19.3.3. Step 3. Superintendent Level.

A. Individual Grievance.

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

B. Union Grievance.

A grievance which the Union may have against the employer, limited as aforesaid to matters dealing with the interpretations or application of terms of this Agreement relating

to union rights, shall be commenced by filing in writing (in format of Step 2 above) with the Superintendent. Such filing shall be within thirty (30) workdays after the event is known or reasonably should have been known. The Superintendent will schedule a meeting to discuss the grievance within ten (10) workdays and issue a written decision within ten (10) workdays of the grievance meeting.

Section 19.3.4. Arbitration.

If no settlement has been reached in Step 3, the Union has the right to file a demand for arbitration as outlined below:

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

Section 19.4. Binding Effect of Award.

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

1 **Section 19.4.1. Limits of the Arbitrator.**

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

3
4 **Section 19.4.2. No Duty to Maintain Status Quo.**

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

8
9 **Section 19.4.3. Freedom from Reprisal.**

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

12
13 **Section 19.5. Continuity of Grievance.**

14 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may
15 proceed through the grievance procedure until resolution so long as the grievance was initiated prior to
16 the expiration of this Agreement.

17
18 **Section 19.6. Grievance Release Time.**

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

24
25
26
27 **ARTICLE XX**

28
29 **TRANSFER OF PREVIOUS EXPERIENCE**

30
31 **Section 20.1.**

32 Any new hire who had just previously been employed by any School District in the State of Washington
33 and is hired to perform work similar to that in which previously engaged, shall be given longevity credits
34 in the District in accordance with this Article.

35
36 **Section 20.2.**

37 The longevity credit so transferred shall be applicable to all benefits herein including Schedule A, except
38 the seniority provisions.

39
40 **Section 20.3.**

41 The District, in consultation with the Association President, may award longevity steps on Schedule A to
42 new employees who have prior, related work experience other than Washington State School District
43 Experience. Under no circumstances will a new employee be placed higher than step three on
44 Schedule A. In the event an agreement between the District and PSE cannot be reached, the new
45 employee will be placed at Step 1 on Schedule A.

ARTICLE XXI

SALARIES AND EMPLOYEE COMPENSATION

Section 21.1.

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

Section 21.2.

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

For the 2024-2025 school year, all step increments shall be \$0.50, and Step 7 shall be added to Schedule A at the same \$0.50 increment (\$0.50 above Step 6). See attached Schedule A for all other increases.

For the 2025-2026 school year, Step 8 shall be added to Schedule A and will be \$0.50 above Step 7 and Schedule A shall be increased by the IPD (Implicit Price Deflator) plus one percent (1%).

Section 21.2.1.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XXIII, Section 23.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 21.2.2.

Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement provided, the employee has been actively employed continuously for at least one-half (½) of the previous employment year.

Section 21.3.

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per mile basis at the rate of current State reimbursement provided a district vehicle is not available.

Section 21.4.

It is mutually agreed that where extended travel and expense to the employee is involved, the employee shall be reimbursed for reasonable food and lodging expenses.

Section 21.5. Professional Development for Classified Employees.

A. The district shall make available three-thousand (\$3,000) dollars in professional development funds to classified employees each school year.

B. The intent of these funds is to enhance the classified employees' continuing education (i.e. attending college, workshops, etc. of their choosing. These professional development funds shall not be used to replace or in lieu of building, administrators or program budgets.

- C. PSE employees shall use the Professional Development application to utilize the funds.
- D. A joint committee consisting of PSE and district representatives shall recommend to whom the funds will be awarded, and the amount awarded. The committee will meet in a timely manner once funds requests are received.
- E. The funds may be used for the following: tuition, credit and course fees, applicable travel expenses, lodging and possible substitute cost which PSE members may incur in their continuing education/training efforts.
- F. Salary to the member will be paid if the training occurs during their regular working hours. Member-selected professional development outside of normal working hours will not be paid.
- G. Employees earning compensation under the previous contract standards will be grandfathered until leave employment with the district.
- H. Travel and training costs will be provided if training is required by the District. The employee's wages will be paid if training takes place outside of regularly scheduled hours.
- I. The following information shall be provided upon request to the Chapter President: Account balance, who is approved for funds, the amount approved and what funds were used for.

Section 21.6.

In the event that classified employees are required to attend staff meetings, staff development, or curriculum meetings by the principal, or if they voluntarily request to attend these meetings and receive approval by the administration, they will be compensated at their hourly rate.

Section 21.7. Planning/Prep Time.

It is expected that coordination between Para educators and their supervising teacher will be done on duty time not during lunch or rest periods.

Section 21.8.

Employees transferring from one (1) classification to another shall be placed at the step closest to their current hourly base rate without reducing their hourly rate.

Section 21.9.

Employees substituting in a higher paid position will automatically receive one (\$1.00) dollar per hour above their base pay. Prior approval is not required if substitution will not exceed three (3) workdays. Any employee requested to work in a lower paid position shall receive their regular rate of pay.

Section 21.10. Chemical License Fees.

The District will pay all license fees for employees required to apply chemicals. The employee agrees to keep the license current.

Section 21.11.

The District shall provide for each bus mechanic, one thousand (\$1,000.00) dollars per year for the purchase of necessary tools and protective/safety wear. The tools shall be property of the school District.

Section 21.12. Food Handlers Permit.

The District shall pay the fee for current food service employee's food handlers permits.

Section 21.13.

- Employees with an AA degree shall receive an additional seventy-five (\$0.75) cents per hour.
- Employees with a BA or BS degree shall receive an additional one dollar (\$1.00) per hour.
- Employees with a Masters degree shall receive an additional one dollar and fifty (\$1.50) cents per hour.

The District shall make known to the employee what documentation is required to be eligible to receive the additional educational compensation.

Section 21.14. Paraeducator Professional Development/Certification.

Mileage expenses will be reimbursement for development provided in location other than regular worksite. Travel time will be expensed at the employees' regular rate of compensation.

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

District Responsibilities:

1. Provide two (2) days (fourteen [14] hours) of training to meet the requirements of PESB in the Fundamental Course of Study (FCS)/General Paraeducator Certificate for all current employees in addition to current contracted time.
2. Provide four (4) days (twenty-eight [28] hours) of training for new hires, within the first year of employment, to meet the requirements of PESB in the Fundamental Course of Study (FCS).
3. Provide ongoing training opportunities throughout the school year.
4. Assume all associated costs in obtaining these certificates, with the exception of individual clock hours.
5. Clock hour records can be added to personnel file upon request.
6. Develop a training calendar with opportunities for make-up sessions, when possible.
7. Clearly communicate to paraeducators when trainings will be offered.
8. Prioritize in-person instruction, or synchronous online instruction. Provide asynchronous learning options for those staff seeking an accelerated program, when available.

Paraeducator Responsibilities:

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

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

Section 21.15. Para State Certification.

Upon appropriate documentation/receipts(s) the District shall reimburse the cost of each employee's state required certifications annually.

ARTICLE XXII

TRANSPORTATION

Section 22.1.

This Article defines hours of work and trips taken specific to Manson School District Transportation.

Section 22.2. Postings of Routes.

All routes shall be posted and bid on at the beginning of the school year, by seniority.

Section 22.2.1. Flex Route.

1. Flex Route driver will work a minimum of sixty (60) hours in each four (4) week period. Hours will be assigned/claimed in two (2) capacities.
 - A. Trips: Driver will claim trips based on their seniority in the regular trip rotation and will be paid the trip rate of pay during such events.
 - B. Substitute: Driver will be assigned substitute responsibilities and will be paid at his/her Schedule A pay step during such assignments.
2. The flex route will be treated like a route and can be claimed by any driver within the regular route bidding process.
3. Driver shall be compensated at the driver's current rate of pay to spend appropriate time needed in learning all regular routes.
4. There shall only be two (2) flex routes.

Section 22.3. Temporary Routes.

Drivers assigned to a temporary route that are less than two (2) hours, shall receive a minimum of two (2) hours at the regular rate of pay and shall not be in lieu of regular bid routes.

Section 22.4. Trip Rotation.

Any employee who works more than forty (40) hours or will be put into overtime status with the trip is not eligible to be included in the trip rotation unless at District request. This request must be agreed upon by the employee.

Section 22.5. Extra Trips.

Trips will be posted and offered no later than seven (7) workdays before the trip will occur, when possible. Assignments for trips will be made using a rotation system based on the seniority list which allows all bus drivers the opportunity to select trips.

1 A. Procedure:

- 2 1. The Transportation Supervisor will use a perpetual rotating schedule in assigning these
- 3 trips.
- 4 2. Should a driver “pass” during the rotation, then they must wait until it is their turn again in
- 5 the rotation before they will be able to take another trip.
- 6 3. If a trip is turned down by all the drivers (using the rotation system), it will be offered to all
- 7 substitute drivers.
- 8 4. Trips will be assigned three (3) workdays prior to the trip, when possible.
- 9 5. If a trip is not taken by a driver or substitutes, then the District retains the right to assign
- 10 trips. Such trips will be done using a rotation system; however, in this case the least senior
- 11 driver the next trip, etc. Trips that are not athletic/activities related and are posted less than
- 12 seven (7) workdays prior to the trip date can be offered but not assigned. The District
- 13 reserves the right to arrange alternate transportation in these situations, these arrangements
- 14 will not count against charter language in Section 22.19.

15 B. The bus driver extra trip rate shall be subject to the negotiated percentage applied to salaries.

16

17 **Section 22.5.1.**

18 For extra trips of sixteen (16) or fewer students/passengers, the District may use vehicles other

19 than school buses. Non-transportation employees may drive the District vehicle(s) in

20 accordance with District policy and state law. All other extra trips shall use District school

21 buses and be assigned to transportation drivers per the agreed upon trip rotation policy.

22

23 **Section 22.6. In-District Trips Definition.**

24 Extra trips which are from the Manson School District to the city limits of Chelan and easterly to the

25 Beebe Bridge (both sides) and westerly to Twenty-Five Mile Creek. These trips (including

26 Saturday/Sunday trips) will be paid at the regular hourly pay rate.

27

28 If a driver returns their bus to the bus barn and is off duty between driving periods, and returns to take

29 a trip, and the driving time is less than two (2) hours, the driver will be paid a minimum of two (2)

30 hours at the regular hourly pay rate. If the driver does not return their bus to the barn and remains on

31 duty, then the trip will be viewed as an extension of duty and actual time will be paid at the regular

32 hourly rate, even if the trip is less than two (2) hours.

33

34 **Section 22.6.1.**

35 If there is thirty (30) minutes or less between the end of a route and the beginning of a trip (or

36 vice versa), the driver shall be paid their regular rate of pay and this shall be considered

37 contiguous time to the driving assignments.

38

39 **Section 22.6.2.**

40 If a driver is assigned to switch to a different bus for a trip, the driver shall be paid for thirty

41 (30) minutes for pre-trip and post-trip for the second bus.

42

43 **Section 22.7.**

44 All trips that do not put the driver into overtime status will be assigned by seniority within the rotation

45 roster. During the trip a driver is provided a one-half (1/2) hour duty free meal if all possible. A driver

46 will not be paid for off duty hours. Off duty – meaning that at the end of the day, the driver would be

47 off duty until engaged to work the next day. Bus drivers will be paid while on duty, which would

48 include being responsible for children on the bus. A bus driver relieved of his/her duty will not be paid

until called back into duty. Bus drivers will be compensated at one and one-half (1 ½) times the applicable rate for all hours worked in excess of a forty (40) hour work week.

22.7.1. Overtime Rotation.

If overtime is authorized it will be offered by seniority on a rotating basis.

Section 22.8. Out of District Trips.

Drivers that are on a trip shall be paid the regular rate of pay for their regularly scheduled hours. Any hours beyond their regularly scheduled hours will be paid at the trip rate of pay.

Section 22.9. Cancelled Trips.

In the event that an extra trip is canceled, the District will notify the scheduled driver of the cancellation 48 hours prior to the trip's scheduled departure time. Should the driver report to work without being notified of the cancellation, the driver will receive two (2) hours pay at the driver's regular rate.

Section 22.10.

Drivers will be paid their regular rate for attendance at special student discipline related meetings as requested by the Transportation Supervisor.

Section 22.11.

Shifts shall be established for Transportation personnel in relation to the route and driving times necessary to fulfill tasks assigned by the Transportation Supervisor. Bus drivers will receive one-half (1/2) hour pay per day for bus warm-up and clean-up in addition to their regular driving time.

Any time left over from the one-half (1/2) hour per day may be "flexed" using the Flex-Time system, for deep cleaning purposes at a later date.

Section 22.11.1.

Drivers shall participate in transportation specific training on two (2) professional development days. In addition to training drivers shall deep clean the buses and transportation facility on these days.

Section 22.12.

All regular bus drivers hired for student transportation shall be approved per Washington State Law.

Section 22.13.

All regular bus drivers shall remain in a probationary status for a period of one (1) calendar year from their hire date.

Section 22.14.

Drivers that take their buses in for maintenance will be paid their regular rate for driving time and standby time.

Section 22.15. Call-Back for Mechanics/Bus Drivers.

If a mechanic is called back to work, Section 8.3. shall apply. If a bus driver is called back to work for assistance, emergencies, meetings regarding students, etc., Section 8.3. shall apply.

Section 22.16.

Drivers shall be reimbursed for meal expenses incurred on extra trips at the rates established for the State of Washington (OFM Schedule).

Section 22.17.

Drivers shall be reimbursed for out of pocket expenses for the required physical examination.

Section 22.18.

The District shall fund the difference between the driver's regular license renewal and their CDL renewal cost. The employee must keep all required licenses current and is subject to disciplinary action or unpaid leave if unable to perform work due to the lapsed license.

Section 22.19. Use of Charter Buses.

The District may utilize charter buses no more than three (3) times per year. Drivers shall be notified when charters are going to be used and information shall include date and destination. Trips that are changed to being chartered shall have a five (5) day minimum notice to the drivers. If less than five (5) days, the driver that lost the trip shall be paid eight (8) hours of regular pay.

Section 22.20. Bus Driver Trainees.

Trainees who complete the training program, positive testing results and demonstrated commitment to Manson School District by substitute driving on twenty (20) occasions during the calendar year or are subsequently hired by the District to drive a route, trainees will receive a one-time bonus of five hundred dollars (\$500). Trainees will be paid Washington State minimum wage while training, upon completion and certification.

ARTICLE XXIII

TERM AND SEPARABILITY OF PROVISIONS

Section 23.1.

The term of this Agreement shall be September 1, 2024 to August 31, 2026.

Section 23.2.

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 23.3. Term/Opener.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. This Agreement also shall be reopened as necessary to consider the impact of any legislation enacted or a double levy failure which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Section 23.4.

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.

1 **Section 23.5.**

2 Neither party shall be compelled to comply with any provisions of this Agreement which conflicts with
3 State or Federal statutes or regulations promulgated pursuant thereto.
4

5 **Section 23.6.**

6 In the event either of the two (2) previous sections is determined to apply to any provision of this
7 Agreement, such provisions shall be renegotiated pursuant to Section 23.3.
8


9 **Section 23.7. Non-Discrimination for Labor Agreements/Contracts.**

10 The Public School Employees of Washington/SEIU Local 1948 assures the Manson School District that
11 its agency/labor union will comply with all state and federal guidelines and/or regulations. All applicants
12 seeking employment opportunities and all contracts for goods and services will be free of discrimination
13 on the basis of race, color, national origin, gender or disability. This is in accordance with Title VI of the
14 1964 Civil Rights Act; Section 504 of the Rehabilitation Act of 1973, as amended; Americans with
15 Disabilities Act, July 26, 1990; Title IX of the Education Amendments of 1972, as amended; and Chapter
16 28A.640 RCW.
17
18
19
20

21 **SIGNATURE PAGE**
22
23
24
25
26
27

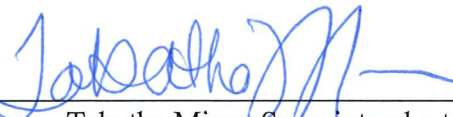
28 PUBLIC SCHOOL EMPLOYEES OF
29 WASHINGTON / SEIU LOCAL 1948
30

31 MANSON CHAPTER

32
33
34
35 BY: 
36 Ellen Emter, Chapter President
37

38
39 DATE: 8-14-2024
40
41
42
43
44
45
46
47
48

MANSON SCHOOL DISTRICT #19

BY: 
Tabatha Mires, Superintendent

DATE: 8/13/24



Schedule A
Manson School District
September 1, 2024 – August 31, 2025

	Substitute	1	2	3	4	5	6	7
Head Custodian		\$23.21	\$23.71	\$24.21	\$24.71	\$25.21	\$25.71	\$26.21
Asst. Custodian	\$17.00	\$21.25	\$21.75	\$22.25	\$22.75	\$23.25	\$23.75	\$24.25
Grounds/Maintenance		\$25.46	\$25.96	\$26.46	\$26.96	\$27.46	\$27.96	\$28.46
Head Cook		\$23.29	\$23.79	\$24.29	\$24.79	\$25.29	\$25.79	\$26.29
Asst. Cook	\$16.28	\$19.35	\$19.85	\$20.35	\$20.85	\$21.35	\$21.85	\$22.35
Secretary I	\$18.00	\$22.50	\$23.00	\$23.50	\$24.00	\$24.50	\$25.00	\$25.50
Secretary II	\$18.80	\$23.50	\$24.00	\$24.50	\$25.00	\$25.50	\$26.00	\$26.50
Clerk	\$16.28	\$20.00	\$20.50	\$21.00	\$21.50	\$22.00	\$22.50	\$23.00
Librarian	\$16.71	\$20.89	\$21.39	\$21.89	\$22.39	\$22.89	\$23.39	\$23.89
Preschool Lead Instructor	\$19.54	\$24.43	\$24.93	\$25.43	\$25.93	\$26.43	\$26.93	\$27.43
Para-Educator								
General	\$16.28	\$19.48	\$19.98	\$20.48	\$20.98	\$21.48	\$21.98	\$22.48
Health Related Duties		\$20.98	\$21.48	\$21.98	\$22.48	\$22.98	\$23.48	\$23.98
Behavioral/Emotional Needs		\$22.34	\$22.84	\$23.34	\$23.84	\$24.34	\$24.84	\$25.34
MEP Recruiter		\$19.75	\$20.25	\$20.75	\$21.25	\$21.75	\$22.25	\$22.75
Bus Driver	\$21.00	\$26.25	\$26.75	\$27.25	\$27.75	\$28.25	\$28.75	\$29.25
Mechanic		\$28.50	\$29.00	\$29.50	\$30.00	\$30.50	\$31.00	\$31.50
Driver Trainer		\$27.32	\$27.82	\$28.32	\$28.82	\$29.32	\$29.82	\$30.32
Shop Lead		\$27.91	\$28.41	\$28.91	\$29.41	\$29.91	\$30.41	\$30.91
Health Room Tech		\$21.42	\$21.92	\$22.42	\$22.92	\$23.42	\$23.92	\$24.42
Student Supervisor	\$16.28	\$17.25	\$17.75	\$18.25	\$18.75	\$19.25	\$19.75	\$20.25
Technology Asst.		\$25.00	\$25.50	\$26.00	\$26.50	\$27.00	\$27.50	\$28.00
Technology/Computer Technician		\$22.25	\$22.75	\$23.25	\$23.75	\$24.25	\$24.75	\$25.25
Extra Trip Rate		Regular rate						

Longevity to be applied to the base rate:	
10 years:	\$ 1.16
15 years:	\$ 1.57
20 years:	\$ 1.95
25 years:	\$ 2.32
30 years:	\$ 2.75

Degree Award to be applied to base rate:				
AA	\$ 0.75			
BA/BS	\$ 1.00			
MA	\$ 1.25			

* Bilingual paras will receive an additional \$1.00 per hour when providing interpretation services during any meeting.

* Bus Driver Trainer pay rate will receive an additional \$1.75 per hour upon certification.

Revised: 6.14.2024 mmt

2025-2026 – Step 8 shall be added to the Salary Schedule and shall be \$0.50 above Step 7. All steps and longevity on the Salary Schedule shall be increased by the IPD plus 1%.

Manson School District CLASSIFIED EMPLOYEE EVALUATION

The Manson School District Classified Employees Evaluation is based on the premise that all employees have a commitment and are responsible to continued improvement in their performance. The purpose of the evaluation is to improve employee's job performance, skill, and expertise through a systematic and constructive evaluation system. In addition, the evaluation is used for corrective actions and in making personnel decisions. The Classified Evaluation:

1. Provides an opportunity for the supervisor and the employee to mutually develop performance goals; and
2. Assists the supervisor to determine areas for improvement and assist in correcting deficiencies.

All classified employees are to be evaluated annually no later than the last day of May of the evaluating year and all evaluations must be sent to Human Resources no later than June 15.

The annual evaluation process is as follows:

1. At the beginning of the evaluation period, supervisor sends employee the Classified Employee Self-Assessment form and sets a Standards Overview meeting with employee.
2. Employee completes the Self-Assessment form and shares results at the Standards Overview meeting. This is also a time to discuss, agree on, and document goals for the evaluation period. Since it informs and gives input to the employee's evaluation, the **Self-Assessment form should not be sent to Human Resources** to be filed in the personnel file. You should maintain a copy for your records.
3. Throughout the evaluation period, supervisor checks in with employee, observes performance, assists where necessary.
4. Toward the end of the evaluation period, supervisor completes the Classified Employee Evaluation form and shares results at the Performance Evaluation meeting.
5. If employee supervision is shared with other supervisor(s), input from relevant supervisor(s) may be obtained.
6. During the Performance Evaluation meeting, supervisor and employee review overall performance and set goals for the next evaluation period.

The Performance Evaluation meeting can be as important as the information that goes into it. Careful preparation and scheduling may take a little time, but the results are worthwhile. Consider (not required) the following in conducting a Performance Evaluation meeting:

1. Pre-schedule a time to meet with the employee, giving the employee sufficient notice to prepare.
2. Be prepared. Review the employee's job description and review other resources related to the employee's job performance.
3. Give your full attention to the meeting. Ensure you are in a quiet place where you will not be interrupted.
4. Create a positive atmosphere.
5. Ask open-ended questions.
6. Give honest and constructive work-related feedback.
7. Encourage an interactive discussion on the review and establishment of goals and objectives.
8. Ask the employee what you can do to assist them to be successful.
9. Discuss how you will follow-up and close the meeting by thanking the employee for participating.

PERFORMANCE EVALUATION RATINGS

RATING	DEFINITION
Ineffective	Minimal or no evidence of employee performing duties at an acceptable level. Performance is clearly inadequate. Immediate corrective measures are required.
Area for Growth	Some evidence of employee performing duties at an acceptable level. Some performance is inadequate. Corrective measures may be necessary.
Effective	Employee performs duties adequately and effectively. Evidence of meeting expectation.
Exemplary	Employee exceeds performance standard. Evidence of exceeding expectation.

CLASSIFIED EMPLOYEE EVALUATION

Date:			
Employee Name:			
Location/Department:			
Position Title:			
Reason for Review	<input type="checkbox"/> Annual	<input type="checkbox"/> Probationary	<input type="checkbox"/> Other

<p><i>Please provide a rating for every indicator. Write an explanation below for each rating of "ineffective" and/or "Area of Growth". Attach additional sheets if necessary.</i></p>	Ineffective	Area for Growth	Effective	Exemplary
1. Quality of Work – Work is accurate, thorough, neat, and completed in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Quality of Work – Effectively produces work in accordance with job description and the district, department, and building needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Job Knowledge – Demonstrates knowledge of job duties and their purpose.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Job Skills – Demonstrates skill in job performance, requiring minimal direction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Flexibility and Adaptability - Learns new tasks and assignments willingly. Handles situations appropriately as they arise, even under stress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Initiative – Seeks new or additional assignments when appropriate or necessary. Involved in solving problems and offers constrictive solutions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Judgment and Decision Making – Uses good judgment and makes appropriate decisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Organization – Tasks are organized, prioritized, and planned out. Materials, equipment, and work area are clean, organized, and ready.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Efficiency – Tasks are organized and completed efficiently. Materials are organized and used efficiently.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Care and Operation of Equipment – Properly maintains and operates equipment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Safety – Follows safety guidelines. Maintains and promotes a safe work environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Compliance – Has adequate knowledge of and adheres to district, department, and building policies and regulations, including appropriate recordkeeping and documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Attendance – Attends work and leaves at appropriate times. Complies with district, department, and building processes and procedures around the use of leaves.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<i>Please provide a rating for every indicator. Write an explanation below for each rating of "ineffective" and/or "Area of Growth". Attach additional sheets if necessary.</i>	Ineffective	Area for Growth	Effective	Exemplary
14. Punctuality – Arrives for work and work appointments on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Appearance – Appearance and attire is professional and appropriate for the work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Relationships, Communication, and Professionalism – Develops effective working relationships. Represents district and board values in relationships, communication, and professionalism with all stakeholders.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Major Strengths and Accomplishments:

Areas Needing Improvement (Ineffective and/or Areas for Growth):

Goal(s) to Achieve During Next Evaluation Period:

Employee Comments:

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, MANSON CHAPTER AND THE MANSON SCHOOL DISTRICT #19. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXIII, SECTION 23.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Office of Superintendent of Public Instruction (OSPI) has approved the *Economy and Efficiency 180-day School Waiver* for Manson School District in order to operate a four-day per week school calendar for the 2025-2026 school year. The Collective Bargaining Agreement (CBA) between the District and the Association for the 2024-2026 school years is based on a five-day a week school calendar. Therefore, the District and the Association agree to amend the CBA for the sole purpose of revising the five-day school week to a four-day school week for the 2025-2026 school year.

Both parties agree to the following for the 2025-2026 school year:

1. Both parties understand that two of the state outcomes of the four-day week schedule are cost savings and improved attendance. Therefore, the District, while maintaining annual hours of current employees during the transition, may adjust contracted hours as needed for newly hired employees to adjust for student hours.

Unrelated to the four-day week, revenue cuts and decreasing enrollment may require adjustments to current staffing. Any changes will be communicated to affected staff as soon as possible and will follow contract language.

To increase staff attendance, staff will endeavor to schedule appointments or other absences around student and work hours. Staff understand that their presence at work directly improves student outcomes.

2. All CBA language relating to a day, for example leave and holidays, will reflect working hours. All leave benefits shall be paid on the basis of the base hourly rate applicable to the employee's normal daily work shift; provided however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of paid leave, all leave benefits will be paid in accordance with the employee's normal daily work shift at the time the leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.
3. Any changes in daily hours in transition of the calendar will not be implied to be a permanent change should the district modify the annual calendar.
4. Amend Section 7.2 as follows:

Section 7.2. Rest Periods/Lunch Periods.

A regular work shift shall consist of eight and one-half (8 ½) hours which includes an uninterrupted thirty (30) minute unpaid lunch period as near the middle of the shift as is practicable, and also a fifteen (15) minute first (1st) half and a fifteen (15) minute second (2nd) half paid rest period, which shall also occur as near the middle of each half shift as is practicable.

Any shift of six and one-half (6 ½) hours up to ten (10) hours, shall receive an unpaid thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable. The employee shall also receive a fifteen (15) minute first (1st) half and a fifteen (15) minute second (2nd) half paid rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Any shift of five (5) hours up to six and one-half (6 ½) hours, shall receive an unpaid thirty (30) minute uninterrupted lunch period and one (1) fifteen (15) minute paid rest period.

Any shift of three (3) hours up to five (5) hours shall receive one (1) fifteen (15) minute paid rest period as near the middle of the shift as is practicable. No employees shall be required to work more than three (3) hours without a rest period.

Employees working up to three (3) hours shall receive no rest period. Rest periods are determined by the supervisor and/or administrator but shall not be within one hour of beginning the workday or ending the workday. Lunches and breaks shall not be combined without mutual agreement documented by the supervisor.

5. Amend Section 7.3 as follows:

Section 7.3. Days of Work.

The workweek shall consist of four (4) or five (5) consecutive days, Monday through Thursday or Monday through Friday depending on work assignment, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

6. Amend Section 13.8 as follows:

Section 13.8.

Employees contracted for two hundred sixty (260) days shall remain in a probationary status for a period of one hundred eighty (180) workdays following the hire date. All other employees shall remain in a probationary status for a period of one hundred fifty (150) workdays following the hire date. During this probationary period the District may discharge such employee at its discretion.

This Memorandum of Understanding shall expire August 31, 2026.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU LOCAL 1948

MANSON CHAPTER

BY: 
Ellen Emter, Chapter President

MANSON SCHOOL DISTRICT #19

BY: 
Tabatha Mires, Superintendent

DATE: 6-18-2025

DATE: 6/25/25