

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**Mary M. Knight School District #311**

AND

**Public School Employees of Mary M. Knight**

SEPTEMBER 1, 2022 - AUGUST 31, 2025



**Public School Employees of Washington / SEIU Local 1948**

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1 **P R E A M B L E**

2  
3 This Agreement is made and entered into between Mary M. Knight School District Number 311  
4 (hereinafter "District") and Public School Employees of Mary M. Knight School District, an affiliate of  
5 Public School Employees of Washington (hereinafter "Union").  
6

7 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations  
8 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the  
9 parties agree as follows.  
10  
11

12 **A R T I C L E I**

13 **RECOGNITION AND COVERAGE OF AGREEMENT**

14  
15  
16  
17 **Section 1.1.**

18 The District hereby recognizes the Union as the exclusive representative of all employees in the  
19 bargaining unit described in Section 1.3, and the Union recognizes the responsibility of representing  
20 the interests of all such employees.  
21

22 **Section 1.2.**

23 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties  
24 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the  
25 Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (12).  
26

27 **Section 1.3.**

28 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in  
29 the following general job classifications: custodial/maintenance, secretarial/clerical, paraeducator, food  
30 service and transportation; except the executive assistant (1), the business manager (1), and the  
31 Transportation Supervisor (1), for a total of three (3) exemptions.  
32

33 **Section 1.3.1.**

34 Substitutes employed to perform work in the general job classifications specified in Section 1.3  
35 above shall be included in the bargaining unit subject to:  
36

37 Substitute employees working more than twenty (20) consecutive days or thirty (30) days  
38 during any single fiscal year shall be represented by the Union. After achieving this status, the  
39 following articles shall apply. Schedule A, Article III, Section 10.1.1, Section 10.7.1, Article  
40 XVII and Sections 17.1, 17.2, 17.4, 17.6.1, and Article XIV.  
41

42 **Section 1.3.2.**

43 The District or the District's designee shall be responsible for calling substitutes to perform  
44 bargaining unit work. Bargaining unit employees shall call substitutes only if instructed to by  
45 the District or said designee.  
46  
47  
48

1 **Section 1.4.**

2 No position subject to this Agreement shall be subcontracted; provided, however, that the employer is  
3 not prohibited from utilizing student, staff or community assistance on short-term projects of benefit to  
4 the school or community. Such utilization shall not displace bargaining unit employees or consist of  
5 bargaining unit work without conferring with the Union.  
6

7 **Section 1.4.1.**

8 Short-term projects shall be those projects with a definite starting time and a completion time  
9 within thirty (30) calendar days and only during periods of full employment (no lay-offs or  
10 reduced hours).  
11  
12  
13

14 **ARTICLE II**

15 **RIGHTS OF THE EMPLOYER**

16  
17  
18 **Section 2.1.**

19 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
20 vested in management officials of the District. Included in these rights in accordance with and subject  
21 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work  
22 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to  
23 suspend, discharge, demote, or take other disciplinary action against employees; and the right to  
24 release employees from duties because of lack of work or for other legitimate reasons. The District  
25 shall retain the right to maintain efficiency of the District operation by determining the methods, the  
26 means, and the personnel by which operations undertaken by the employees in the unit are to be  
27 conducted.  
28

29 **Section 2.2.**

30 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
31 District. In making rules and regulations relating to personnel policies, procedures and practices, and  
32 matters of working conditions, the District shall give due regard and consideration to the rights of the  
33 Union and the employees and to the obligations imposed by this Agreement.  
34  
35  
36

37 **ARTICLE III**

38 **RIGHTS OF EMPLOYEES**

39  
40  
41 **Section 3.1.**

42 It is agreed that all employees subject to this Agreement shall have and shall be protected in the  
43 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union. The  
44 freedom of such employees to assist the Union shall be recognized as extending to participation in the  
45 management of the Union, including presentation of the views of the Union to the Board of Directors  
46 of the District or any other governmental body, group, or individual. The District shall take whatever  
47 action required or refrain from such action in order to assure employees that no interference, restraint,  
48

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 Union representatives and/or appropriate officials of the District.

### **Section 3.3.**

Employees of the unit subject to this Agreement have the right to have a Union representatives present at discussions between themselves and supervisors or other representatives of the District under the following circumstances:

- When the employee reasonably believes the discussion might result in discipline;
- When the employee is being interviewed as a witness in a District investigation and
- At a meeting where an allegation of misconduct is being resolved.

### **Section 3.4.**

Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered, to appropriate officials of the Union.

### **Section 3.5.**

Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement on the basis of sex, race, creed, religion, color, national origin, age marital status, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability which does not interfere with the performance of duties or endanger the health or safety of the physically handicapped person or others.

### **Section 3.6. Personnel Files.**

One (1) official personnel file shall be kept at the District Office for each employee. This shall not prevent supervisors from keeping a working file. Employees shall have the right to inspect their personnel files with a representative of the District present, who shall initial and date any and all documents in the personnel file at the request of the employee. The District shall provide, upon request, copies of any and all documents in the personnel file to the employee. Employees shall have the right to attach statements to any document in their personnel file.

## **ARTICLE IV**

### **RIGHTS OF THE UNION**

### **Section 4.1.**

The Union has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices which are within the authority of the District and subject to this Agreement; and

1 to enter collective negotiations with the object of reaching an agreement applicable to all employees  
2 within the bargaining unit.

3  
4 **Section 4.2.**

5 The Union shall promptly be notified by the District of any grievances or disciplinary actions of any  
6 employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure  
7 Articles contained herein. The Union is entitled to have an observer at hearings conducted by any  
8 District official or body arising out of grievance and to make known the Union's views concerning the  
9 case.

10  
11 **Section 4.3.**

12 The District, as part of the general orientation of each new employee within the unit subject to this  
13 Agreement, shall provide such employee with a copy of this Agreement to be furnished to the District  
14 by the Union. The Union President or their appointed designee will be provided thirty (30) minutes  
15 paid release time from their regularly scheduled workday, if applicable, to attend and present  
16 information at such employee orientation meetings.

17  
18 **Section 4.4.**

19 The Union reserves and retains the right to delegate any right or duty contained herein to appropriate  
20 officials of the Public School Employees of Washington State Organization.

21  
22 **Section 4.5.**

23 Representatives of the Union, upon making their presence known to the District, shall have access to  
24 the District premises during business hours, provided, that no conferences or meetings between  
25 employees and Union representatives will in any way hamper or obstruct the normal flow of work.

26  
27 **Section 4.6. Bulletin Boards.**

28 The District shall provide a bulletin board space in each school location for the use of the Union. The  
29 bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be  
30 signed by the Union official responsible for its posting. Unsigned notices or bulletins may not be  
31 posted. There shall be no other distribution or posting by employees or the Union of pamphlets,  
32 advertising, political matters, notices of any kind, or literature on District property, other than herein  
33 provided.

34  
35 **Section 4.6.1.**

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

38  
39 **Section 4.7.**

40 Descriptions for all positions subject to this Agreement shall be provided to the Union. The Union  
41 shall be notified in writing within twenty (20) working days of any amendments to a position(s)  
42 description.

43  
44 **Section 4.8.**

45 When the District creates a new job title position or substantially changes the duties of an existing  
46 position the District agrees to negotiate hourly pay rates with the Union in accordance with Chapter  
47 41.56 RCW.

## ARTICLE V

### APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

#### **Section 5.1.**

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Union are items related to wages, hours, terms and conditions of employment.

#### **Section 5.2.**

It is further agreed and understood that the District will consult with the Union, and meet with the Union upon its request, in the formulation of any changes being considered in items relating to wages, hours, terms and conditions of employment.

#### **Section 5.3.**

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

#### **Section 5.4.**

The Union will, from time to time, as appropriate, be advised of current and predicted workload information.

#### **Section 5.5.**

The District will submit a copy of the proposed upcoming school calendar at least two (2) weeks in advance of the scheduled board approval to the Union president and shall allow the Union the opportunity to provide input prior to adoption.

## ARTICLE VI

### UNION REPRESENTATION

#### **Section 6.1.**

The Union will designate a conference committee of three (3) members who will meet with the superintendent of the District and the superintendent's representatives on a mutually agreeable basis to discuss appropriate matters.

#### **Section 6.2.**

The Union representatives shall represent the Union and employees in meeting with officials of the District to discuss appropriate business. Appropriate business shall include matters of contract administration and application. The Union shall have the right to pursue any issue of contractual violation to conclusion. Duly authorized representatives of the Union and their respective affiliates shall have the right to transact official Union business on school premises providing such business does not interfere with the educational process. Union representatives shall suffer no intervention, undue delays or harassment by the employer's representatives while representing an employee or while on Union business.

**Section 6.2.1.**

Union representatives, when leaving their work, shall first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be granted. The employees will report their return to work to their supervisors.

**Section 6.2.2.**

Union representatives will use their own time for meetings with the District. Whenever any employee is mutually scheduled by the District and the Union to participate during working hours in negotiations, grievance proceedings or conferences, he/she shall suffer no loss in pay. No wage payment will be made for any time an employee would not have regularly worked.

**ARTICLE VII**

**HOURS OF WORK AND OVERTIME**

**Section 7.1.**

The workweek shall normally consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday.

**Section 7.2.**

Each employee will be assigned a definite work schedule. This work schedule may be modified by the District provided one (1) week's notice is given the effected employee. Work schedules shall be for continuous hours, i.e., no split work schedules, excepting bus drivers, and excepting school activities, shall be allowed. Unforeseen and/or unscheduled events or bona fide emergencies, as determined by the District shall be exempt from this provision. No employee will adjust his/her work schedule without prior consent from the Superintendent.

**Section 7.3.**

A fifteen (15) minute paid rest break will be assigned for each four (4) hours of continuous work time.

**Section 7.4.**

Employees shall be allowed after five (5) hours of work a scheduled an unpaid duty free lunch period of thirty (30) uninterrupted minutes.

**Section 7.5.**

In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Radio notification, via Flash Alert Global Connect shall constitute good faith effort by the District. If an employee reports to work without notification of cancellation, they shall receive two (2) hours pay at their regular rate hourly rate. Employees will be expected to check in with the District office and be available to work the two hours.

**Section 7.6.**

Shifts in the transportation classification shall be an a.m. and p.m. split shift of two point two five (2.25) hours each. This allotted route time, beyond actual driving time, is designed to cover required duties such as pre and post trip inspections, parent contact, student discipline issues, communication



1 regarding mechanical problems with the lead driver and keeping route sheets current. Each driver will  
2 receive an additional 1.5 hours per week to perform the duties of washing and fueling his/her bus. Any  
3 additional time related to these shifts must have prior approval from the Transportation Supervisor  
4 before beginning work and recorded on the driver's time sheet.

#### 5 6 **Section 7.6.1. Extra Trips.**

7 All trips other than regular daily shifts shall be designated extra trips. Extra trips shall be  
8 assigned on a rotating seniority basis. Bargaining unit bus drivers interested in being  
9 considered for extra trips shall place their names on a list posted at the beginning of the school  
10 year. Bus drivers, hired after the beginning of the school year shall be allowed access to extra  
11 trips, consistent with this section. The District shall arrange those interested bus drivers in  
12 seniority order. Such extra trip roster shall be utilized for assignment of extra trips on a  
13 rotating basis. Bus drivers that decline an extra trip that is offered in rotational order shall not  
14 be eligible for consideration for subsequent extra trips until their roster position has completed  
15 a full cycle of rotation.

#### 16 17 **Section 7.6.2. Selection of Extra Trips.**

18 As extra trips become known/available to the Transportation Supervisor, extra trips will be  
19 posted every Friday, at which time rostered drivers will be given an opportunity to select the  
20 extra trips they will drive as follows:

21  
22 The drivers will be asked if they want to be placed into a list of drivers that are willing to do  
23 extra trips. The list will be composed of the bargaining unit drivers listed in order of seniority.

24  
25 Drivers shall first select in rostered order one (1) trip at a time until all the extra trips for which  
26 they are interested in driving have been selected. In the event an extra trip scheduled conflicts  
27 with a regular shift, the driver shall have the right, up to one time per week to split their shift in  
28 order to take the extra trip.

29  
30 Once all current drivers have had a chance to select extra trips, the Transportation Supervisor,  
31 at their discretion, will fill the trips from the list of current substitutes.

#### 32 33 **Section 7.6.3.**

34 Exceptions to the rules regarding the extra trip rotating roster specified above.

- 35
- 36 1. The District shall bypass, in seniority order, those drivers whose weekly hours would  
37 exceed forty (40) hours if assigned a particular extra trip, except that special  
38 circumstances, as determined by the District, shall allow any driver be assigned any extra  
39 trip.  
40
  - 41 2. In the event an extra trip is cancelled after driver selection (schedule change, cancellation,  
42 weather conditions, or the like), the effected driver shall forego that extra trip, with no  
43 change to existing selections/assignments in any fashion. If the extra trip is rescheduled  
44 within the same week, the driver who was originally assigned the extra trip will be  
45 offered it again and will not lose any other trip selections.  
46  
47  
48

#### **Section 7.6.4. Compensation For Extra Trips.**

- A. Extra trips exceeding one (1) day's duration shall be compensated for all hours of driving and/or duty time, or eight (8) hours pay, whichever is greater, at their regular hourly rate for each twenty-four (24) hour period, commencing with the beginning of the assignment. In the event such trip extends into the next twenty-four (24) hour period for a short time (i.e., less than eight (8) hours), the driver shall be paid for those actual hours of driving and/or duty time at their regular hourly rate. Drivers shall be subject to the provisions of overtime hereinafter provided.
- B. All other extra trips shall be compensated at the employee's hourly rate, subject to the provisions of overtime hereinafter provided, a driver's extra trip compensation shall not be less than two point two five (2.25) hours at the regular hourly rate.
- C. The driver will be paid at their regular rate of pay for all time worked, including for time when he/she shuts off the bus or secures the bus when on an extra-curricular trip, for the duration of time the team or group has stopped to eat.
- D. Special Education trips or routes will be paid a minimum of one (1) hour or the actual time of the trip or route, whichever is greater, and will not be subject to the two point two five (2.25) hour minimum defined in Section 7.6.

#### **Section 7.6.5.**

Only district employees, classified as bus drivers employed by the District, including: (1) regular bus driver, (2) substitutes represented by the bargaining unit, or (3) substitutes not represented by the bargaining unit who, meet all state requirements for a school bus driver, shall be used to drive District school buses unless no such employee is available. Cars and a van transporting nine (9) or fewer students, driven by people not paid primarily to drive, shall be exempt.

#### **Section 7.6.6.**

Safety decisions regarding hazardous driving conditions, particularly regarding extra trips, shall be directed to all bus drivers by the superintendent or authorized designee, subject to Section 7.5.

#### **Section 7.6.7.**

If drivers feel the need to provide on-board security at remote, unsecured and/or unlighted locations, they shall have the option with District approval to have another adult present to provide on-board continuous backup security support. Driving time shall be paid to the driver when security is deemed necessary and prior District approval has been obtained.

#### **Section 7.7. Overtime.**

The District and the Union agree there shall be no overtime hours worked except by written direction of the superintendent. In the event the superintendent directs the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances.

Normally, employees designated to work overtime on days outside their regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences. No employee shall work overtime, or come in on a weekend or holiday

without prior written authorization, unless in an emergency situation, or personal verbal request from the Superintendent.

**Section 7.7.1.**

All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the employee's base pay.

**Section 7.7.2.**

All hours worked on Saturday shall be compensated at the rate of one and one-half (1½) times the employee's base pay, except bus drivers, subject to Section 7.7.1. No employee shall work on a Saturday unless specifically requested by the Superintendent.

**Section 7.7.3.**

All hours worked on Sunday shall be compensated at the rate of twice the employee's base pay, except bus drivers, subject to Section 7.7.1. No employee shall work on a Sunday unless specifically requested by the Superintendent.

**Section 7.7.4.**

Employees called back on a regular workday, or called on Saturday or Sunday, shall receive no less than two (2) hours pay at the appropriate rate, except bus drivers, subject to Sections 7.6.4 and 7.7.1.

**Section 7.8. Overtime, Compensatory Time Off.**

**A. Overtime.**

Overtime will be approved at the discretion of the District. Employees who work more than forty (40) hours per week must be pre-approved by their supervisor prior to overtime being worked. An employee has the right to decline work above their regular schedule and/or that will put them over forty (40) in the course of a week that is offered to them.

**B. Compensatory Time.**

Employees working additional time (more than 40 hours per week) that want compensation for compensatory time must have prior approval of the Superintendent. Compensatory time shall accrue at the rate of one and one half times for each hour worked. In the event compensatory time is not used by the end of the month following the month it is earned, will be paid for the hours at their regular rate during the next pay period. No employee may accrue more than 40 hours of compensatory time at any given time.

**C. Flexible Time.**

Flexible time is earned when an employee works over their regular shift, but still less than forty (40) hours in a workweek. Employees must have specific prior approval for additional hours compensated as flexible time rather than paid. Any time worked above the regular shift, whether paid or accrued as flexible time must be approved by the supervisor prior to being worked. Flexible time not used within the same pay period shall be paid to the employee as additional compensation at the rate of one hour for each hour worked.

**Section 7.9.**

The District shall inform all employees subject to this Agreement in writing of their provisional work assignment (position, days and hours of work) for the upcoming school year prior to June 1 each year; provided, however, that this notification is informational only and is subject to change pursuant to the terms of this Agreement.

**Section 7.10.**

Employees selected by their supervisor to work a shift in a different or higher classification for a period of one (1) full day or more, shall receive compensation equal to that normally received by the employee in the higher classification, retroactive for the entire period.

**Section 7.10.1.**

Classified employees who have the appropriate certification to substitute for classroom teachers, with their supervisor's approval, may be granted a day of unpaid professional leave to substitute within the District. In such instances, the employee will receive the substitute teacher pay rate. Employees will suffer no loss of pay or benefits as a result of substituting for classroom teachers.

**ARTICLE VIII**

**HOLIDAYS AND VACATIONS**

**Section 8.1. Holidays.**

**Section 8.1.1.**

All full-time employees (employees working 2,080 hours per school year) shall receive the following paid holidays.

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

**Section 8.1.2.**

All less than full-time employees (employees working less than 2,080 hours per school year) shall receive the following paid holidays that fall within their work year.

1. Thanksgiving Day
2. Christmas Day
3. New Year's Day
4. Veterans' Day
5. Presidents' Day
6. Memorial Day
7. Juneteenth

1 **Section 8.1.3. Unworked Holidays.**

2 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect  
3 at the time the holiday occurs. Employees who are on the active payroll on the holiday and  
4 have worked either their last scheduled shift preceding the holiday or their first scheduled shift  
5 succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such  
6 unworked holiday. An exception to this requirement will occur if employees are on approved  
7 paid leave or in the case of paid sick leave can furnish proof satisfactory to the District that  
8 because of illness they were unable to work on either of such shifts, and the absence previous to  
9 such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays.  
10

11 **Section 8.1.4. Worked Holidays.**

12 Employees who are required by the Superintendent to work on the above described holidays  
13 shall receive the pay due them for the holiday, plus twice their base rate for all hours worked on  
14 such holidays. No employee shall work on a paid holiday unless specifically requested by the  
15 Superintendent.  
16

17 **Section 8.1.5. Holidays During Vacation.**

18 Should a holiday occur while an employee is on vacation, the employee shall be allowed to  
19 take one extra day of vacation with pay in lieu of the holiday as such.  
20

21 **Section 8.1.6. Holidays On Weekends.**

22 A holiday which falls on a Sunday shall be treated as falling on the next workday. A holiday  
23 which falls on a Saturday shall be treated as falling on the nearest preceding workday.  
24

25 **Section 8.2. Vacations.**

26 **Section 8.2.1. Full-Time Employees.**

27 Each full-time employee, on the first anniversary of their employment with the school district,  
28 will have earned and shall be granted ten (10) days paid vacation and shall be granted one (1)  
29 additional day of paid vacation for each year of service completed thereafter to a maximum of  
30 twenty (20) days paid vacation.  
31

32 **Section 8.2.2.**

33 Less than full-time employees shall not be eligible for vacation benefit.  
34

35 **Section 8.2.3.**

36 Time on layoff will be counted as continuous service for the purpose of establishing and  
37 retaining eligibility dates.  
38

39 **Section 8.2.4.**

40 Any full-time employee's vacation credit currently due but unused may accumulate up to thirty  
41 (30) days. At least two (2) weeks advanced notice must be given to District administration  
42 prior to the start date of a vacation. No more than ten (10) consecutive days of vacation may be  
43 taken at any one time. Upon separation of employment, no employee may cash out more than  
44 thirty (30) days of vacation.  
45  
46  
47  
48

# ARTICLE IX

## LEAVES

### **Section 9.1. Sick Leave (Illness and Injury).**

#### **Section 9.1.1.**

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick leave per school year. Sick leave shall be vested when earned and may be accumulated up to a maximum of one hundred eighty (180) days or the employee's work year, whichever is greater. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of 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 sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. The District may require a signed physician's return to work statement for absences in excess of five (5) consecutive work days.

#### **Section 9.1.1.1. Sick Leave Attendance Incentive Program.**

In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for sick leave accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave in excess of sixty (60) days, to a maximum of one hundred eighty (180) days. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the rate of four (4) days for every one (1) day's monetary compensation.

#### **Section 9.1.1.2.**

At the time of separation from school district employment pursuant to RCW 28A.400.210 and 212, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued sick leave.

#### **Section 9.1.1.3.**

If an employee separates after having taken sick leave advanced but not earned, such unearned sick leave will be deducted from the employee's final paycheck.

#### **Section 9.1.2.**

Whenever an employee sustains a disabling injury in the course of employment as a result of accident or assault, and the employee has notified his/her supervisors, and filed the appropriate forms, the employee shall suffer no loss of pay or benefits in accordance with the policies and procedures of the ESD # 113 Workers' Compensation Cooperative. District pay and benefits will be coordinated with pay and benefits provided through state industrial insurance/workers'



1 compensation, to include prorated salary, sick leave and insurance. Each employee is required  
2 to notify the District on a weekly basis of his/her status relative to the claim and furnish a  
3 doctor's report if needed to be absent or on restricted duty.  
4

5 **Section 9.1.3. Leave Incentive Program.**

6 Any employee who works four (4) or more hours per day and who has used less than five  
7 (5) times their daily hours of their annual sick and personal leave accrual for a given year,  
8 as of the last day of school will be entitled to an incentive bonus of four hundred (\$400).  
9

10 **Section 9.2. Family Illness And Bereavement**

11  
12 **Section 9.2.1. Bereavement Leave.**

13 Up to five (5) days bereavement leave shall be granted for each death in the employee's  
14 immediate family or immediate household. Bereavement leave shall be granted with no  
15 deduction from the absent employee's sick leave. The immediate family be defined as parent,  
16 sibling (including in-laws), spouse, child, significant person in the employee's life, foster  
17 relationships, aunt, uncle grandparents and grandchildren of the employee or the employee's  
18 spouse. The immediate household shall be defined as all people living in the same family unit,  
19 not necessarily relatives. Bereavement leave can be only used within the first sixty (60) days  
20 after the loss. This leave is non-cumulative.  
21

22 **Section 9.2.2.**

23 One day of bereavement leave shall be granted for the death of a person of close personal ties  
24 with no deduction from the employee's sick leave. Extensions of up to four days shall be  
25 allowed and deducted from the employee's sick leave.  
26

27 **Section 9.2.3.**

28 Any additional requests for bereavement leave must be submitted in writing to the  
29 superintendent for approval.  
30

31 **Section 9.2.4.**

32 Leave taken for family illness shall be deducted from sick leave.  
33

34 **Section 9.2.5.**

35 Extensions of time and "other" funerals cited herein, requiring a substitute, shall be unpaid  
36 leave.  
37

38 **Section 9.3. Maternity Leave.**

39 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at  
40 such time as the employee, and her medical advisor, deem necessary. Employees granted maternity  
41 leave must return to work not later than one (1) year following the granting of the maternity leave.  
42 Employees granted maternity leave may use accumulated, paid sick leave for the period of actual  
43 disability attributable to pregnancy. In addition, the District shall grant a leave of absence without pay  
44 or fringe benefits upon the staff member's request for the period of her actual disability due to  
45 pregnancy. The District may grant additional leave of absence without pay or fringe benefits for the  
46 balance of the year. During such a leave of absence, the staff member may pay the District her share  
47 of any insurance benefits program in order to maintain those benefits.  
48

1 **Section 9.4. Judicial Leave.**

2 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named  
3 as a codefendant with the District, such employee shall receive a normal day's pay for each day of  
4 required presence in court. Any compensation received for such service shall be paid to the District.  
5 Any expense payments received shall be retained by the employee i/a/w RCW 43.03.060. Such  
6 repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event that  
7 an employee is a party in a court action, including as plaintiff against the district, the provisions above  
8 do not apply and such employee must use personal leave or request a leave of absence.  
9

10 **Section 9.5. Leave Of Absence.**

11  
12 **Section 9.5.1.**

13 Upon recommendation of the immediate supervisor through administrative channels to the  
14 superintendent, and upon approval of the Board of Directors, an employee may be granted a  
15 leave of absence for a period not to exceed one (1) year.  
16

17 **Section 9.5.2.**

18 The returning employee will be assigned to the same or comparable position occupied before  
19 the leave of absence. Employees hired to fill positions of employees on leave of absence shall  
20 be subject to all provisions of this Agreement. It shall be the responsibility of the employer to  
21 inform replacement employees of these provisions.  
22

23 **Section 9.5.3.**

24 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while  
25 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while  
26 the employee is on leave of absence; provided, however, that if such leave is approved for job  
27 related illness or injury (reference, Section 9.1.2) or to serve with the Armed Forces of the  
28 United States, seniority shall accrue.  
29

30 **Section 9.6. Personal Leave.**

31 Employees shall be granted three (3) days of paid personal leave, non-cumulative, each school year  
32 and not deducted from sick leave. Employees may cash out up to two (2) days of unused Personal  
33 leave at the end of the school year for payment on their July pay warrant. Leave shall be requested at  
34 least twenty-four (24) hours in advance and may not be used during the first or last week of the school  
35 year, or to extend a vacation or holiday weekend without specific approval from the Superintendent.  
36 Personal leave cashed out will not count as used leave for purposes of the Leave Incentive Program in  
37 Section 9.1.3.  
38

39 **Section 9.7. Leave For Dependent Child.**

40 This section shall be construed only as consistent with applicable state law. In accordance with  
41 Washington State law, sick leave may be used to care for a child of the employee with a health  
42 condition that requires treatment or supervision or for a spouse, parent, parent-in-law, or grandparent  
43 of the employee who has a serious health condition or an emergency condition in accordance with state  
44 or federal law. The parties agree that the provision(s) in law which most benefits the employee shall  
45 be available to the employee. Such leave may be utilized up to the limit of accumulated sick leave  
46 days. Under the Family and Medical Leave Act provisions, the District may require appropriate  
47 medical certification. For this section the following definitions shall apply consistent with Washington  
48 State law.



1 **Section 9.7.1.**

2 “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a  
3 person standing in loco parentis who is: (a) under eighteen years of age; or (b) eighteen years  
4 of age or older and incapable of self care because of a mental or physical disability.  
5

6 **Section 9.7.2.**

7 “Grandparent” means a parent of a parent of an employee.  
8

9 **Section 9.7.3.**

10 “Parent” means a biological parent of an employee or an individual who stood in loco parentis  
11 to an employee when the employee was a child.  
12

13 **Section 9.7.4.**

14 “Parent-in-law” means a parent of the spouse of an employee.  
15

16 **Section 9.7.5.**

17 “Spouse” means a husband or wife as the case may be.  
18

19 **Section 9.8. Donation Of Leave.**

20 Employees shall be allowed to donate annual or sick leave credit to another bargaining unit employee  
21 consistent with statute (RCW 28A.400.380 and WAC 392-126).  
22

23 **Section 9.8.1. Donating Sick Leave.**

24 Pursuant to House Bill 2266 filed in the office of the Secretary of State June 20, 2003, which  
25 amended RCW 41.04.655, 41.04.660 and 41.04.665, employees shall be allowed to donate  
26 accrued sick leave or personal holidays.  
27

28 **Section 9.8.2. Leave Donation Program.**

29 The District agrees to make available a leave sharing program consistent with Board Procedure  
30 for Policy 5406.  
31

32 **Section 9.8.3.**

33 An employee may transfer sick leave to another employee requesting shared leave as long as  
34 they maintain a minimum of 176 hours or 22 days of sick leave after they transfer. There is no  
35 limit to the number of days that may be transferred. Employees may also donate any amount of  
36 accrued vacation days as long as they maintain a balance of ten (10) days.  
37

38 **Section 9.9. Military Leave.**

- 39 A. Employees shall be granted military leaves of absence without pay when required by law to  
40 serve in a military force. Years of military leave shall be counted as years of experience for  
41 salary and seniority purposes. Upon return from leave the employee shall be placed in the last  
42 held position or in a similar position in the District.  
43
- 44 B. Military leave of absence is construed as regular service in regard to salary increments.  
45 Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard, or  
46 Marine Reserve of the United States shall be granted military leave of absence from employee’s  
47 assignment for a period not exceeding twenty-one (21) calendar days beginning October 1st  
48 and ending the following September 30th. The employee shall receive normal District pay,

however, there shall be no loss of privileges, vacations or sick leave to which the employer might otherwise be entitled according to RCW 38.40.060.

**Section 9.10. Leave of Faith or Conscience.**

Each employee covered by this Agreement is entitled to unpaid leave each year as allowed by law or a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization unless such leave will pose an undue hardship to the District. The parties agree to incorporate the definition of undue hardship as set forth in the WAC that will be promulgated by OFM.

**Section 9.11. Washington Paid Family Medical Leave Act.**

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Employees may initiate the use of this leave prior to exhausting all accumulated sick leave. Commencing January 1, 2019, the District shall pay 37% of the payroll premium to fund this leave; the remaining portion of the premium (63%) will be deducted from the employee's pay warrant. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

**ARTICLE X**

**PROBATION, SENIORITY AND LAYOFF PROCEDURES**

**Section 10.1.**

The seniority of an employee within the bargaining unit and within the job classification shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

**Section 10.1.1.**

Substitute employees qualifying for inclusion within the bargaining unit, shall establish a seniority date consistent with the date Article I, Section 1.3.1 was completed.

**Section 10.1.2.**

Employees who have worked in more than one (1) classification shall maintain years accrued in each classification.

**Section 10.2.**

Each new hire shall remain in a probationary status for a period of not more than ninety (90) work days following the hire date. During this probationary period the District may discharge such employee at its discretion.

**Section 10.3.**

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

1 **Section 10.4.**

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

- 3  
4 A. Resignation;  
5 B. Discharge for justifiable cause; or  
6 C. Retirement.  
7 D. Taking a position outside the bargaining unit.

8  
9 **Section 10.5.**

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

- 11  
12 A. Time lost by reason of industrial accident, industrial illness or judicial leave;  
13 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the  
14 United States as a result of mobilization or induction;  
15 C. Time spent on other authorized paid leaves; or  
16 D. Time spent in layoff status as hereinafter provided.

17  
18 **Section 10.6.**

19 Seniority rights shall be effective within the bargaining unit, as used in this Agreement, set forth in  
20 Article I, Section 1.3.

21  
22 **Section 10.7.**

23 The employee with the earliest hire date within a particular classification shall have preferential rights  
24 regarding shift selection, vacation periods, special services (including overtime), promotions,  
25 assignment to new or open jobs or positions, and layoffs when ability and performance are  
26 substantially equal with junior employees. If the District determines that seniority rights should not  
27 govern because a junior employee possesses ability and performance substantially greater than a senior  
28 employee or senior employees, the District shall set forth in writing to the employee or employees and  
29 the Union President its reasons why the senior employee or employees have been bypassed.

30  
31 **Section 10.7.1.**

32 Substitutes shall be called for work in rotational order. A "call for work" shall be a reasonable  
33 attempt to contact the substitute via telephone as a minimum.

34  
35 **Section 10.7.2.**

36 The employee with the greatest classification seniority shall have preferential rights regarding  
37 the reduction of hours of employment not constituting a layoff and the assignment of additional  
38 work not constituting a new position. Seniority bypass issues shall be addressed in accordance  
39 with Section 10.7 of the Agreement.

40  
41 **Section 10.7.3.**

42 The District may not lay off a senior employee before a junior employee in any general job  
43 classification unless the junior employee performs a job for which no senior employee in the  
44 general job classification is qualified to perform. Seniority bypass issues shall be addressed in  
45 accordance with Section 10.7 of the Agreement. The District will consult with PSE in the  
46 transfer of staff in the event of a re-assignment in the reduction in force.

1 **Section 10.8.**

2 The District shall publicize within the bargaining unit for a minimum of five (5) working days the  
3 availability of open positions (to include seasonal/summer work) as soon as possible after the District  
4 is apprised of the opening. A copy of the job posting shall be forwarded to the president of the Union.  
5

6 **Section 10.9.**

7 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
8 District according to layoff ranking. Such employees shall be considered along with current  
9 employees in filling an opening in the classification held immediately prior to layoff. Names shall  
10 remain on the reemployment list for two (2) years.  
11

12 **Section 10.10.**

13 Employees on layoff status shall file their addresses in writing with the personnel office of the District  
14 and shall thereafter promptly advise the District in writing of any change of address.  
15

16 **Section 10.11.**

17 An employee shall forfeit rights to reemployment as provided in Section 10.9 if the employee does not  
18 comply with the requirements of Section 10.10, or if the employee does not respond to the offer of  
19 reemployment within fifteen (15) days.  
20

21 **Section 10.12.**

22 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other  
23 accrued benefits; provided, that such employee is offered a position substantially equal to that held  
24 prior to layoff.  
25  
26  
27

28 **ARTICLE XI**

29  
30 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

31  
32 **Section 11.1. Evaluation.**

33  
34 **Section 11.1.1. Performance Evaluation: Standard For Evaluation.**

35 An annual evaluation shall be made only upon a review of employee performance of duties  
36 specified in the latest job description on file with the District and the Union. Job descriptions  
37 will be reviewed annually. No employee will be evaluated on a changed job description until a  
38 minimum of sixty (60) work days have elapsed since a revised description was given the  
39 employee and Union. Any formal evaluation completed during the interim sixty (60) work day  
40 period shall be predicated upon the original job description.  
41

42 **Section 11.1.2.**

43 All performance evaluations reflecting a “needs improvement” or “unsatisfactory” or  
44 equivalent terminology rating in one or more categories shall state specific reasons for the  
45 rating, and remedial action necessary by the employee to improve performance deemed  
46 necessary by the District.  
47

1       **Section 11.1.3. Contested Evaluations.**

2       Any evaluation that is unsatisfactory will be presented to the employee at a conference with the  
3       immediate supervisor. The employee will sign the evaluation; in so doing, the employee does  
4       not signify agreement with the substance of the evaluation. The employee's signature shall  
5       signify only that the employee has read the evaluation.  
6

7       **Section 11.1.4. Evaluation Format.**

8       Each evaluation will be presented to the employee, recorded on the District evaluation form by  
9       June 1 of each school year. Representatives of the general job classifications:  
10      custodial/maintenance, secretarial/clerical, paraeducator, food service and transportation shall  
11      meet with the Superintendent at approved times to draft new evaluation document(s). Upon  
12      completion the approved evaluation document(s) shall be attached herein as Appendix A.  
13

14      **Section 11.1.5.**

15      Bargaining unit employees shall be evaluated (with input of immediate lead/supervisor) by  
16      District management exempt employees only. Under no circumstance shall bargaining unit  
17      employees be evaluated by other employees in the bargaining unit.  
18

19      **Section 11.2.**

20      The District shall have the right to discipline or discharge an employee for justifiable cause. The issue  
21      of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.  
22      If the District has reason to reprimand an employee, it shall be done in a manner which will not  
23      embarrass the employee before other employees or the public.  
24

25      **Section 11.3. Notification To Non-Annual Employees.**

26      This section is intended to be applicable to those employees whose duties necessarily imply less than  
27      twelve (12) months (excluding vacations) work per year.  
28

29      **Section 11.3.1.**

30      Should the District decide to discharge or lay off any non-annual employee, the employee shall  
31      be so notified in writing prior to the expiration of the school year.  
32

33      **Section 11.3.2.**

34      Nothing contained herein shall be construed to prevent the District from discharging an  
35      employee for acts of misconduct occurring after the expiration of the school year.  
36

37      **Section 11.3.3.**

38      Nothing contained in this section shall in any regard limit the operation of other sections of this  
39      Article.  
40

41      **Section 11.4.**

42      Except in extraordinary cases, and as otherwise provided in this Article, the District will give  
43      employees two (2) weeks notice of intention to discharge or layoff.  
44

45      **Section 11.5.**

46      Failure to get proof of fingerprints in process within the first fifteen (15) business days of employment  
47      will result in discharge. The District will provide instructions and materials to the employee at the  
48      time of hire.

## ARTICLE XII

### INSURANCE AND RETIREMENT

#### **Section 12.1.**

Employees projected to be working six hundred thirty (630) hours or more shall be eligible to receive a District contribution for their selected benefits.

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

#### **Section 12.2.**

The District shall hold the employees harmless and defend them by purchasing public liability insurance for acts of commission or omission. Employees shall be covered as long as they are acting within the scope of their employment.

#### **Section 12.3.**

The District shall provide the statutory workmen's compensation protection on behalf of all employees subject to this Agreement as provided in Section 9.1.2.

#### **Section 12.4.**

The District shall provide the statutory unemployment compensation benefits on behalf of all employees subject to this Agreement (MMK/ESD Cooperative).

#### **Section 12.5.**

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

## ARTICLE XIII

### VOCATIONAL TRAINING/EDUCATIONAL ENHANCEMENT

#### **Section 13.1.**

All employees attending training, meetings, or orientations that have prior District approval to attend shall be compensated by the school district, at the employee's regular rate of pay for the day, plus any fee, tuition and/or transportation costs. This section shall not pertain to initial training required to qualify employees for employment. The only exception would be the annual bus driver state required training which the District will pay for staff time in attendance.

### EDUCATION ENHANCEMENTS

Employees who hold a professional standards certificate and/or any employee who has an Associate Arts degree and/or any employee who has a certificate applicable to his/her job as follows:



\* Washington State Food Service Association - (\$.25) per hour, above the salary schedule.

\* Associate of Arts Degree or equivalent – (\$.50) per hour above the salary schedule.

### **Section 13.2.**

Regular route drivers who are employed as of the last day of school each year will be provided a stipend of \$100. This stipend is paid in lieu of specific reimbursement for CDL renewals, State School Bus Driver Endorsement Fees, and DOT physicals.

### **Section 13.3.**

If a job function requires CPR/First Aid and the District does not provide an opportunity for attaining CPR/First Aid certification onsite, at no cost to the employee, the district shall reimburse employee's this cost up to fifty dollars (\$50.00) upon receiving the proper documentation of payment and successful completion.

## **ARTICLE XIV**

### **UNION MEMBERSHIP AND CHECKOFF**

#### **Section 14.1.**

The Employer will provide PSE electronic notification of the name, address, personal phone number, classification, job title, work location, and work and personal email address of all bargaining unit employees who are hired, rehired, reinstated, transferred into or out of the bargaining unit, reclassified, promoted, downgraded, placed on leaves of absence of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the bargaining unit within five (5) business days after the employee's hiring or change in status has been confirmed by the Board of Directors.

#### **Section 14.2. Checkoff.**

The District shall deduct PSE dues, service charges or voluntary political contributions from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington on a monthly basis.

#### **Section 14.3.**

The District shall deduct Union dues or voluntary political contributions from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis. The District agrees to accept dues authorizations via paper form or by E-signature in accordance with "E-SIGN". The Union will provide a list of those members who have agreed to union membership via any of the above methods, including a copy or image of the signed paper form or E-signature to authorize payroll deduction of Union dues.

Any employee who has signed a Dues Deduction/Checkoff Authorization form which includes a window period for revoking dues payments may stop making those payments by giving written notice to the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable

contract between the Employer and the Union, whichever occurs sooner. The District will refer employees that request to terminate union dues to the PSE Membership Department: PO Box 798, Auburn, WA 98071.

**Section 14.4. Political Action Committee.**

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes to the Committee on Political Empowerment (COPE), and shall transmit the same to the Union on a check separate from the Union dues transmittal check.

**Section 14.5. Hold Harmless.**

The Association will indemnify, defend and hold the District harmless against any claims, suits, orders and/or judgments against the District on account of voluntary political contributions to the Committee on Political Empowerment (COPE).

**Section 14.6.**

Using the District's/state data system, the Employer will provide PSE a monthly bargaining unit list transmitted electronically to membership@pseofwa.org and chapter Membership Officer (or other chapter officer if there is no Membership Officer), containing every bargaining unit employee's: name; employee number; classification; job title; work location; personal phone number; address; work and personal e-mail address; hourly rate of pay; hours worked; gross pay; union dues paid; and language preference.

If there was not a change between the previous month's report and the current month's report, the District will not send the Union a new report.

**ARTICLE XV**

**GRIEVANCE PROCEDURE**

**Section 15.1. Definitions.**

**Grievant.** An employee or group of employees.

**Grievance.** An allegation that a dispute/disagreement exists in the meanings, interpretations of applications of the terms of this agreement.

**Grievance Statement.** A written statement signed by the grievant that includes section(s) of this Agreement allegedly violated, facts supporting the grievance, and remedy sought.

**Working Days.** Days the District Office is open. Failure of either party to comply with the time limits set forth will serve to declare the grievance as settled based upon the last request made or last answer provided. The time limits as specified shall be strictly observed but may be extended by mutual concurrence of the parties.



1 **Section 15.2.**

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

5  
6 **Section 15.3. Grievance Steps.**

7  
8 **Section 15.3.1.**

9 Employees shall first discuss the grievance with their immediate supervisor. Employees will  
10 give advance written notice to the immediate supervisor. If employees so wish they may be  
11 accompanied by a Union representative at such discussion. The immediate supervisor will  
12 respond within ten (10) working days. All grievances not brought to the immediate supervisor  
13 in accordance with the preceding sentence within twenty (20) working days of the occurrence  
14 of the grievance shall be invalid and subject to no further processing. "Working days" shall  
15 mean days the District Office is open.

16  
17 **Section 15.3.2.**

18 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding  
19 subsection, the employee shall reduce to writing a full statement of the grievance containing the  
20 following:

- 21  
22 A. The facts on which the grievance is based;  
23 B. A reference to the provisions in this Agreement which have been allegedly violated; and  
24 C. The remedy sought.

25  
26 The employee shall submit the written statement of grievance to the immediate supervisor for  
27 reconsideration (in the event the employee's immediate supervisor is the superintendent, the  
28 written statement shall be processed directly to Section 15.3.3) and shall submit a copy to the  
29 official in the administration responsible for personnel within ten (10) working days of the  
30 discussion per Section 15.3.1 above. The parties will have five (5) working days from  
31 submission of the written statement of grievance to resolve it by indicating on the statement of  
32 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall  
33 sign it.

34  
35 **Section 15.3.3.**

36 If no settlement has been reached within the five (5) days referred to in the preceding  
37 subsection, and the Union believes the grievance to be valid, a written statement of grievance  
38 shall be submitted within fifteen (15) working days to the District superintendent or the  
39 superintendent's designee. After such submission, the parties will have ten (10) working days  
40 from submission of the written statement of grievance to resolve it by indicating on the  
41 statement of grievance the disposition. If an agreeable disposition is made, all parties to the  
42 grievance shall sign it.

43  
44 **Section 15.3.4.**

45 If no settlement has been reached within the ten (10) working days referred to in the preceding  
46 subsection, and the Union believes the grievance to be valid, a written statement of grievance  
47 shall be submitted within ten (10) working days to the District Board of Directors. After such  
48 submission, the parties will have thirty (30) working days from submission of the written

statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors, in executive session, to explain the grievance. At any appearance before the Board of Directors, in executive session, the employee may be accompanied by a Union representative or designee.

#### **Section 15.3.5.**

If no settlement has been reached within the thirty (30) working days referred to in the preceding subsection, the Union may demand arbitration of the grievance within ten (10) working days of the expiration of the thirty (30) days per Section 15.3.4. The arbitrator shall be selected by mutual agreement from a list provided by the American Arbitration Association. If no agreement can be reached, the arbitrator shall be selected by alternate striking of names from a list provided by the American Arbitration Association. The arbitrator shall hold such hearings under oath as the arbitrator may require under American Arbitration Association voluntary rules. Within thirty (30) days of its first meeting, the arbitrator shall make an award in writing. The decision of the arbitrator shall be final and binding on the parties. Each party shall be responsible for their own costs. The cost of the (AAA) arbitrator shall be shared equally by the District and the Union.

#### **Section 15.4.**

The grievance or arbitration discussions shall take place whenever possible during school hours. The employer shall not discriminate against any individual employee or the Union for taking action under this Article.

## **ARTICLE XVI**

### **TRANSFER OF PREVIOUS EXPERIENCE**

#### **Section 16.1.**

When any employee leaves a school district within the state and commences employment with this District, the employee shall retain the same leave benefits and other benefits that the employee had in the previous position, excepting transfer of seniority.

#### **Section 16.1.1.**

If this District has a different system for computing leave benefits, and other benefits, then the employee shall be granted the same leave benefits and other benefits as an employee in this District who has similar occupational status and total years of service, excepting seniority.

## ARTICLE XVII

### SALARIES AND EMPLOYEE COMPENSATION

#### **Section 17.1.**

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. District requested compensatory time and/or volunteer time, subject to employee option, shall be in strict accordance with the Fair Labor Standards Amendments of November 13, 1985.

#### **Section 17.2.**

Schedule A for each fiscal year of this Agreement shall be attached hereto and by this reference incorporated herein.. Schedule A for the 22-23 School Year is attached to this Agreement. Effective September 1, 2023, Schedule A shall be increased by two-and-one-half percent (2.5%) or the IPD, whichever is greater. Effective September 1, 2024, Schedule A shall be increased by two-and-one-half percent (2.5%) or the IPD, whichever is greater. Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A for the said year, and shall be attached accordingly. Incremental steps, longevity, and other allowances on Schedule A shall be funded by the District.

##### **Section 17.2.1.**

Employee compensable entitlements shall be paid in twelve (12) equal payments, except that extra trips shall be compensated the month following the performance of work, subject to the District payroll preparation schedule. The District shall have the right and duty to recover/adjust monthly payments due to any change in compensable entitlements.

#### **Section 17.3.**

For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter ( $\frac{1}{4}$ ) hour.

#### **Section 17.4.**

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 Washington State rate.

#### **Section 17.5.**

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures.

#### **Section 17.6.**

Incremental steps, where applicable, paid by the District, 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 ( $\frac{1}{2}$ ) of the previous employment year.

##### **Section 17.6.1.**

Once qualified as a bargaining unit substitute, the employee will move to Schedule A, Step 1. The bargaining unit substitute will be eligible to move up a step following the accumulation of an additional one hundred (100) hours of work in a given general job classification pursuant to

Section 1.3. Such moves will become effective on September 1 following such accumulation and only one (1) step will be given in any one (1) school year.

**Section 17.7.**

Employees moving from one position to another within the district shall be placed on Schedule A based on his/her experience in the new position. In no case shall an employee suffer a reduced pay rate for a change in position within the bargaining unit, unless the employee voluntarily accepts a position at a lesser pay schedule.

**ARTICLE XVIII**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 18.1.**

The term of this Agreement shall be September 1, 2022 to August 31, 2025.

**Section 18.2.**

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 18.3.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties. Either party may propose a letter of agreement or memorandum of understanding. Upon mutual acceptance, it shall be attached to the Agreement. This Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably benefit classified employees.

**Section 18.4.**

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.

**ARTICLE XIX**

**Section 19.1.**

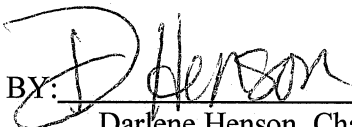
It is agreed that this agreement constitutes the entire agreement between the parties hereto and that no inducement or past practice not specifically contained herein, shall be binding, acknowledged, or given any legal affect.


SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES  
OF MARY M. KNIGHT

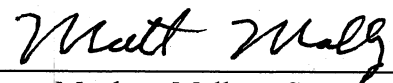
MARY M. KNIGHT SCHOOL DISTRICT #311

BY:   
Darlene Henson, Chapter President

BY:   
Mike Bateman, President School Board

DATE: 8-26-22

DATE: 8-25-2022

BY:   
Matthew Mallery, Superintendent

DATE: 8/25/22

**Schedule A**  
**Mary M. Knight School District**  
**September 1, 2022 – August 31, 2023**

General Job Classification Years of Experience	Sub Rate	Step 1 Year 0-1	Step 2 Year 2	Step 3 Year 3	Step 4 Year 4-5	Step 5 Year 6-10	Step 10 Year 11-15	Step 15 Year 16-20	Step 20 Year 21+	Step 25 Year 26+
<b>CUSTODIAL</b>										
Custodian	\$16.46	\$19.88	\$20.50	\$20.86	\$21.43	\$21.68	\$21.92	\$22.19	\$22.43	\$22.68
<b>MAINTENANCE</b>										
Maintenance/Custodian	\$17.57	\$22.25	\$22.91	\$23.32	\$23.94	\$24.22	\$24.50	\$24.79	\$25.07	\$25.32
<b>PARAEDUCATOR</b>										
Title I Director	\$16.96	\$21.23	\$21.81	\$22.32	\$22.71	\$22.99	\$23.23	\$23.48	\$23.76	\$24.01
Paraeducator	\$16.88	\$20.77	\$21.31	\$21.86	\$22.34	\$22.52	\$22.77	\$23.04	\$23.25	\$23.50
<b>SECRETARY</b>										
Clerical Secretary	\$16.46	\$20.35	\$20.89	\$21.44	\$21.84	\$22.10	\$22.34	\$22.62	\$22.83	\$23.08
<b>FOOD SERVICE</b>										
Head Cook	\$18.86	\$23.80	\$24.44	\$24.86	\$25.57	\$25.89	\$26.19	\$26.49	\$26.80	\$27.05
Assist Cook	\$16.46	\$17.91	\$18.55	\$19.15	\$19.83	\$20.08	\$20.29	\$20.54	\$20.75	\$21.00
<b>TRANSPORTATION</b>										
Bus Driver	step 1	\$22.89	\$23.61	\$24.06	\$24.72	\$25.04	\$25.33	\$25.64	\$25.93	\$26.18
Van Driver	step 1	\$22.89	\$23.61	\$24.06	\$24.72	\$25.04	\$25.33	\$25.64	\$25.93	\$26.18

\*AA and/or a cert applicable to his/her job  
 \*\*\*SNA Certificate

0.50 per hour  
 0.25 per hour

## LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND MARY M KNIGHT SCHOOL DISTRICT #311. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Mary M Knight School District #311 (District) is adding the position of Bus Monitor to its staff, and the Public School Employees of Mary M Knight (Union) and District have reached the following agreements regarding this position:

### **Agreement:**

1. The Bus Monitor is a job title within the Transportation classification for purposes of Sections.
2. The Schedule A wages for the 2022-2023 school year shall be:

Base	Step 2	Step 3	Step 4	Step 5	Step 10	Step 15	Step 20	Step 25
\$ 20.37	\$ 20.91	\$ 21.46	\$ 21.86	\$ 22.12	\$ 22.37	\$ 22.64	\$ 22.85	\$ 23.10

Wages shall be increased in subsequent years by the terms of the parties' current collective bargaining agreement.

This Letter of Agreement shall take effect on the date of the last signature below and shall expire on August 31, 2025, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES  
OF MARY M. KNIGHT #925

MARY M. KNIGHT SCHOOL DISTRICT #311

BY: Darlene Henson  
Darlene Henson, Chapter President

BY: Matthew Mallery  
Matthew Mallery, Superintendent

DATE: 1-20-2023

DATE: 1/20/2023



**Schedule A**  
**Mary M. Knight School District**  
**September 1, 2023 – August 31, 2024**

General Job Classification Years of Experience	Sub Rate	Step 1 Year 0-1	Step 2 Year 2	Step 3 Year 3	Step 4 Year 4 - 5	Step 5 Year 6-10	Step 10 Year 11-15	Step 15 Year 16-20	Step 20 Year 21 - 25	Step 25 Year 26+
<b>CUSTODIAL</b>										
Custodian	\$17.07	\$20.61	\$21.26	\$21.63	\$22.22	\$22.48	\$22.73	\$23.01	\$23.26	\$23.52
<b>MAINTENANCE</b>										
Maintenance/Custodian	\$18.22	\$23.08	\$23.76	\$24.18	\$24.82	\$25.12	\$25.40	\$25.71	\$25.99	\$26.25
<b>PARAEDUCATOR</b>										
Title I Director	\$17.59	\$22.01	\$22.61	\$23.15	\$23.55	\$23.84	\$24.09	\$24.35	\$24.64	\$24.90
Paraeducator	\$17.50	\$21.54	\$22.10	\$22.67	\$23.08	\$23.36	\$23.61	\$23.89	\$24.11	\$24.37
<b>SECRETARY</b>										
Clerical Secretary	\$17.07	\$21.10	\$21.66	\$22.23	\$22.65	\$22.92	\$23.17	\$23.46	\$23.67	\$23.93
<b>FOOD SERVICE</b>										
Head Cook	\$19.56	\$24.68	\$25.35	\$25.78	\$26.52	\$26.85	\$27.15	\$27.47	\$27.79	\$28.05
Assist Cook	\$17.07	\$18.58	\$19.23	\$19.86	\$20.57	\$20.82	\$21.04	\$21.30	\$21.52	\$21.78
<b>TRANSPORTATION</b>										
Bus Driver	step 1	\$23.74	\$24.48	\$24.95	\$25.63	\$25.96	\$26.27	\$26.59	\$26.89	\$27.15
Van Driver	step 1	\$23.74	\$24.48	\$24.95	\$25.63	\$25.96	\$26.27	\$26.59	\$26.89	\$27.15
Bus Monitor	step 1	\$21.13	\$21.68	\$22.25	\$22.67	\$22.94	\$23.19	\$23.48	\$23.70	\$23.96

\* AA and/or a cert applicable to his/her job

\*\* Lead Driver

\*\*\* SNA Certificate





## MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF this MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MARY M. KNIGHT CHAPTER AND THE MARY M KNIGHT SCHOOL DISTRICT #311. This AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The purpose of this Memorandum of Understanding is to commemorate in writing the understanding between the District and the Union regarding paraeducators' performance of special duty functions.

### **Agreement:**

1. Paraeducators and substitute Paraeducators who are assigned to special duty functions will be paid the additional one dollar (\$1.00) only for actual hours worked performing special duty functions
2. Special duty functions are described as working with students who are aggressive and/or combative, need catheterization, have special hygiene functions, specialized medical procedures (i.e. administering insulin or fast acting carbohydrates), and other specialized areas as identified by the District that exceed normally assigned job requirements.

This Memorandum of Understanding shall take effect on the date of the last signature below, shall expire on August 31, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

MARY M KNIGHT CHAPTER

BY: \_\_\_\_\_

Darlene Henson, Chapter President

DATE: \_\_\_\_\_

10/13/23

MARY M KNIGHT SCHOOL DISTRICT #311

BY: \_\_\_\_\_

Matthew Mallery, Superintendent

DATE: \_\_\_\_\_

10/13/23

## MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MARY M. KNIGHT CHAPTER AND THE MARY M KNIGHT SCHOOL DISTRICT #311. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The purpose of this Memorandum is to recognize that Mary M Knight School District #311 (District) and the Public-School Employees of Mary M Knight (Union) and District have reached the following agreements regarding exempt work:


### **Agreement:**

- I. In the event an employee is requested to work in a position normally filled by an exempt position, the said employee shall receive the higher rate of pay at the exempt pay scale.

This Memorandum of Understanding shall take effect on the date of the last signature below, shall expire on August 31, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/ SEIULOCAL 1948

MARY M KNIGHT CHAPTER

BY:   
Darlene Henson, Chapter President

DATE: 10/13/23

MARY M KNIGHT SCHOOL DISTRICT #311

BY:   
Matthew Mallery, Superintendent

DATE: 10/13/23



1 MEMORANDUM OF UNDERSTANDING

2  
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE  
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MARY M.  
5 KNIGHT CHAPTER AND THE MARY M KNIGHT SCHOOL DISTRICT #311. THIS  
6 AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE  
7 CURRENT COLLECTIVE BARGAINING AGREEMENT.  
8

9  
10 The purpose of this Memorandum of Understanding is to commemorate in writing the understanding  
11 between the District and the Union regarding paraeducators' performance of special duty functions.  
12

13  
14 **Agreement:**

- 15  
16  
17 1. Paraeducators and substitute Paraeducators who are assigned to special duty functions will be  
18 paid the additional one dollar (\$1.00) only for actual hours worked performing special duty  
19 functions.  
20  
21 2. Special duty functions are described as working with students who are aggressive and/or  
22 combative, need catheterization, have special hygiene functions, specialized medical  
23 procedures (i.e. administering insulin or fast acting carbohydrates), and other specialized areas  
24 as identified by the District that exceed normally assigned job requirements.  
25

26  
27 This Memorandum of Understanding shall take effect on the date of the last signature below, shall  
28 expire on August 31, 2025, and shall be attached to the current Collective Bargaining Agreement.  
29

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33 PUBLIC SCHOOL EMPLOYEES OF  
34 WASHINGTON / SEIU LOCAL 1948

35  
36 MARY M. KNIGHT CHAPTER

37  
38  
39 BY: Darlene Henson  
40 Darlene Henson, Chapter President

MARY M. KNIGHT SCHOOL DISTRICT #311

41  
42  
43 BY: Matthew Mallery  
44 Matthew Mallery, Superintendent

45  
46  
47 DATE: 1-26-24

48  
DATE: 1/26/24



1 MEMORANDUM OF UNDERSTANDING

2  
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE  
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MARY M.  
5 KNIGHT CHAPTER AND THE MARY M KNIGHT SCHOOL DISTRICT #311. THIS  
6 AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE  
7 CURRENT COLLECTIVE BARGAINING AGREEMENT.  
8

9  
10 The purpose of this Memorandum is to recognize that Mary M Knight School District #311 (District)  
11 and the Public School Employees of Mary M Knight (Union) and District have reached the following  
12 agreements regarding exempt work:  
13

14 **Agreement:**

- 15  
16  
17  
18 1. In the event an employee is requested to work in a position normally filled by an exempt position,  
19 the said employee shall receive the higher rate of pay at the exempt pay scale.  
20

21  
22 This Memorandum of Understanding shall take effect on the date of the last signature below, shall expire  
23 on August 31, 2025, and shall be attached to the current Collective Bargaining Agreement.  
24

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29 PUBLIC SCHOOL EMPLOYEES OF  
30 WASHINGTON / SEIU LOCAL 1948  
31

32 MARY M. KNIGHT CHAPTER

33  
34 BY: Darlene Henson  
35  
36 Darlene Henson, Chapter President  
37

MARY M. KNIGHT SCHOOL DISTRICT #311

38  
39 BY: Matthew Mallery  
40  
41 Matthew Mallery, Superintendent  
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48  
DATE: 1-26-24

DATE: 1/26/24



**Mary M. Knight School District #311**  
**Schedule A**  
**September 1, 2024 - August 31, 2025**

3.70%

General Job Classification Years of Experience	Sub Rate	Step 1 Year 0-1	Step 2 Year 2	Step 3 Year 3	Step 4 Year 4 - 5	Step 5 Year 6-10	Step 10 Year 11-15	Step 15 Year 16-20	Step 20 Year 21 +	Step 25 Year 26+
CUSTODIAL Custodian	17.70	21.37	22.05	22.43	23.04	23.31	23.57	23.86	24.12	24.39
MAINTENANCE Maintenance/Custodian	18.89	23.93	24.64	25.07	25.74	26.05	26.34	26.66	26.95	27.22
PARAEDUCATOR Title I Director	18.24	22.82	23.45	24.01	24.42	24.72	24.98	25.25	25.55	25.82
Paraeducator	18.15	22.34	22.92	23.51	23.93	24.22	24.48	24.77	25.00	25.27
SECRETARY Clerical Secretary	17.70	21.88	22.46	23.05	23.49	23.77	24.03	24.33	24.55	24.82
FOOD SERVICE Head Cook	20.28	25.59	26.29	26.73	27.50	27.84	28.15	28.49	28.82	29.09
Assist Cook	17.70	19.27	19.94	20.59	21.33	21.59	21.82	22.09	22.32	22.59
TRANSPORTATION Bus Driver	Step 1	24.62	25.39	25.87	26.58	26.92	27.24	27.57	27.88	28.15
Bus Monitor	Step 1	21.91	22.48	23.07	23.51	23.79	24.05	24.35	24.58	24.85

\* AA and/or a cert applicable to his/her job

0.50 per hour

\*\*\* SNA Certificate

0.25 per hour

## MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MARY M KNIGHT, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE MARY M KNIGHT SCHOOL DISTRICT #311. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

### **1. Eligibility for Additional Duties**

"Additional Duties" refer to supplemental tasks such as fueling, washing, and vehicle movement, which support the day-to-day operations of the Transportation Department.

To be eligible for these assignments, an employee must:

- Be an OSPI-authorized school bus driver, holding a valid CDL for buses or be a valid OSPI non-CDL authorization driver.
- Be classified as a route driver, substitute driver, or bus monitor.
- Have washed their assigned bus within the preceding five (5) workdays, in accordance with the current CBA requirement for weekly bus washing.
- Not be in a position where accepting the assignment would result in exceeding 40 hours of work and incurring overtime compensation during the workweek.

### **2. Assignment Process**

- Additional Duties will be distributed on a rotational basis among qualified and eligible staff, following a rotating seniority basis.
- Assignments will be listed in priority order and may be reordered or withdrawn at the discretion of the Director based on operational efficiency and logistical needs.
- Eligible staff must accept the next available assignment in the rotation to remain eligible.
- If an eligible employee declines an assignment when it is their turn, they will be bypassed for two (2) full rotations of eligible staff.
- No employee may accept an assignment that results in exceeding 40 hours of work in a week unless prior approval is granted.
- If no eligible employee claims the assignment within twelve (12) hours of posting, the Director, Superintendent or their designee may assign the duty at their discretion.
- In the event that an assignment is not completed within the posted timeframe and becomes operationally urgent, it may be reclassified as a priority task and assigned by the Director at their discretion to ensure continued service and operational continuity.

### **3. Sub Coverage and Assignment Allocation**

Before any Additional Duties are posted and made available to the general pool of eligible staff, the Director retains the discretion to allocate such assignments to substitute employees for the purpose of ensuring a minimum of two (2) hours of work per shift.

This approach supports the operational need to maintain reliable substitute coverage and promotes equitable utilization of available substitute personnel. Once substitute staffing needs have been met, any remaining assignments may be posted in accordance with Section 4: Posting Logistics.

Van route assignments and van drivers performing their regular duties are not subject to this rotation or classification. Maintaining a clean vehicle and an adequate fuel level is considered a standard operational expectation for those assignments.

#### 4. Posting Logistics

Additional Duties will be posted on the Director's whiteboard in the transportation office.

Each posting will include:

- The date and time of posting
- A brief description of the task and the time frame the work must be completed
- A space for eligible employees to initial and date either acceptance or pass

Eligible employees have twelve (12) hours from the time of posting to claim or pass the assignment by initialing and dating the board.

If an eligible employee does not accept the next available additional duty within twelve (12) hours of posting:

- They will be considered to have declined the assignment.
- They will be ineligible for the next two (2) full rotations of available assignments.

5. This MOU shall remain in effect through August 31, 2026, unless amended by mutual written agreement of both parties or incorporated into the Collective Bargaining Agreement (CBA).

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES  
OF MARY M. KNIGHT #925

MARY M. KNIGHT SCHOOL DISTRICT #311

BY: Darlene Henson  
Darlene Henson, Chapter President

BY: Matt Mallery  
Matt Mallery, Superintendent

DATE: 6-10-25

DATE: 6/10/25