

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**MEDICAL LAKE SCHOOL DISTRICT #326**

**AND**

**PUBLIC SCHOOL EMPLOYEES OF MEDICAL LAKE**

**SEPTEMBER 1, 2022 – AUGUST 31, 2025**



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## PREAMBLE

This Agreement is made and entered into between Medical Lake School District Number 326 (hereinafter “District”) and Public School Employees of Medical Lake, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter “PSE”). The parties agree that it has been and will continue to be in their mutual interests and purposes to promote systematic and effective employee-management cooperation; to confer and negotiate in good faith with respect to grievance procedures and collective negotiations on personnel matters including wages, hours, and working conditions; to promote effective methods of proper adjustment of differences; and to promote full and reasonable employee participation in such personnel areas as are within the jurisdiction of the District. In accordance with the provisions of the Public Employees’ Collective Bargaining Act RCW 41.56 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. PSE Exclusively.**

The District hereby recognizes Public School Employees of Washington/SEIU Local 1948 (PSE) as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and PSE recognizes the responsibility of representing the interests of all such employees.

#### **Section 1.2. Bargaining Unit Defined.**

The bargaining unit to which this Agreement is applicable will consist of all classified employees in the following general job classifications: Nutrition Service; Custodial/Maintenance, Technology, Transportation, Secretarial, Paraeducator, Classified Specialist, and Supervisory Assistants. Exempt positions include Department Supervisors and Assistant Supervisors in Maintenance, Nutrition Services, Technology, and Transportation (i.e., shop foreman), Director of Finance, Director of Special Services, Payroll Officer, Accounts Payable Officer, Superintendent’s Secretary, Administrative Office Secretary, Human Resources Specialist.

#### **Section 1.3. Classified Employee Definitions.**

A full-time classified employee is one who is contracted for twelve (12) months two hundred sixty (260) or more days per year.

A regular classified employee is one who is employed on a regular basis for less than twelve (12) months per year.

#### **Section 1.4. Substitute Employees.**

A substitute employee is one who fills in for another employee in their absence. Substitutes are limited to negotiation of salary per Schedule A

##### **Section 1.4.1. Substitutes Outside of Classification.**

Regular classified employee who substitutes outside of classification shall receive the classified employee’s regular rate of pay or higher to sub in that classification.

1 **Section 1.5. Temporary Assignments.**

2 A temporary assignment is one where an opening is created by a leave of absence, or a position created  
3 due to a short-term staffing need which does not warrant the posting of a permanent position; or a  
4 position when extraordinary needs require a temporary appointment. A position will not be filled on a  
5 temporary basis for more than twenty (20) workdays before opening and posting the position as  
6 provided in Section 7.1. Temporary positions must have specific beginning and ending dates with the  
7 exception of a health condition that prevents determining an end date.

8  
9 If a regular employee is granted a temporary assignment, they will fill the position for the duration of  
10 the leave. The employee will be allowed to return to his/her regular position at the conclusion of the  
11 temporary vacancy. The position vacated by the regular employee may be filled by a substitute.

12  
13 **Section 1.6. Job Descriptions.**

14 The District will provide current job descriptions for all positions covered by this Agreement upon  
15 request. If a job description is changed, a copy of the changes will be given to the Association  
16 President. The creation of a new position or major modification of an existing position will require  
17 opening of this agreement for negotiations of an appropriate wage rate. Job descriptions will be related  
18 to the evaluation document used to evaluate employees to insure performance related criteria. Update  
19 of job descriptions will be completed in a timely manner.

20  
21 **Section 1.7. Equal Applications.**

22 The provisions of this Agreement will be applied equally to all employees according to state and  
23 federal statutes. Both the District and PSE will bear the responsibility for complying with this  
24 provision of the Agreement.

25  
26  
27 **ARTICLE II**

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29 **DISTRICT RIGHTS AND PREROGATIVES**

30  
31 **Section 2.1. District Rights.**

32 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
33 vested in management officials of the District. Included in these rights in accordance with and subject  
34 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work  
35 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to  
36 suspend, discharge, demote, or take other disciplinary action against employees; and the right to  
37 release employees from duties because of lack of work or for other legitimate reasons. The District will  
38 retain the right to maintain efficiency of the District operation by determining the methods, the means  
39 and the personnel by which operations undertaken by the employees in the unit are to be conducted.

40  
41 **Section 2.2. Reasonable Rules and Regulations.**

42 The right to make reasonable rules and regulations will be considered acknowledged functions of the  
43 District. In making rules and regulations relating to personnel policies, procedures and practices, and  
44 matters of working conditions, the District will give consideration to the rights of Public School  
45 Employees of Washington/SEIU Local 1948 and to the obligations imposed by this Agreement.

## ARTICLE III

### EMPLOYEE AND ASSOCIATION RIGHTS

#### **Section 3.1. Administrative Channels.**

Nothing in this Agreement will deny the right of the employee to utilize the existing and customary administrative channels to present their views to the District management.

#### **Section 3.2. Right to Join or Not Join.**

Employees subject to this Agreement will have the right to join or not to join PSE in accordance with Article XVI of this Agreement. Neither the District nor PSE will attempt to influence any employee in their decision through threat, coercion, discrimination, or any other act illegal under the laws of the State of Washington.

#### **Section 3.3. Matters of Concern.**

Each employee will have the right to bring matters of concern to the attention of appropriate Association representatives and/or officials of the District. Employees will have the right to Association representatives present at such meetings.

#### **Section 3.4. Non-Discrimination.**

Neither the District, nor the Association will discriminate against any employee subject to this agreement on the basis of race, religion, age, marital status, sexual orientation, color, national origin, gender, or because of a disability 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 disabled person or others.

#### **Section 3.5. Representation Rights.**

Employees subject to this Agreement will have the right to freely exercise all rights extended them by statute or by the terms and conditions of this Agreement. Included in these rights will be the right to have a local PSE representative at any meeting between the employee and their Building Principal/Position Supervisor where the employee reasonably believes the discussion will result in formal disciplinary action. The employee will notify the principal/supervisor in advance of the meeting that a PSE representative will be present.

#### **Section 3.6. Association Leave.**

The District will provide up to fifteen (15) release days for the PSE Chapter President and/or designee to conduct Association business.

#### **Section 3.7. PSE Representative.**

The parties agree that for the purpose of carrying out the terms of this Agreement, the PSE representative will have the right to enter and visit the work area where covered employees work during regular working hours provided that the PSE representative will in no way stop, hamper or obstruct the normal flow of work and that the PSE representative will first contact the Building Principal/Transportation Supervisor and will indicate the probable length of time to be on District premises, and the employees to be contacted.

#### **Section 3.8. Notice of Grievance.**

The Association will be notified by the District of any grievance action brought by any employee in the bargaining unit. The Association is entitled to have an observer at such grievance hearings

conducted by the District. The Association representative may make known the Association's views concerning the case.

**Section 3.9. Health Services to Students.**

The District will comply with the provisions of Washington State Law regarding students with diabetes, catheterization of students and any other medical services covered under the parameters of the law. Unlicensed employees asked to administer medications or perform nursing services not previously recognized in law will be provided the training and right of refusal as described in the respective code.

**Section 3.10. School Calendar.**

The District agrees to meet and confer regarding the calendar, as required by Washington State law, in conjunction with all District employee groups. Changes required during the year due to weather conditions and/or other emergency-type problems will be made by the District. The Association, in conjunction with all District employee groups, will be consulted before days are designated to make up missed time due to "school closure."

**Section 3.11. School Closure/Late Starts.**

In the event of an unusual short-term school closure due to inclement weather, plant in operation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Employees reporting to work (physically in building) shall receive up to (2) hours pay at current rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event of actual notification by the District of the closure prior to 5:30 a.m. via their building administrator or department supervisor. District will also follow up with communication on district device.

In the event of a late start, employees are required to report as soon as safely possible. Staff will be advised by their immediate supervisor as to leaving early if schools are closed early in the day due to an emergent situation.

If students are required to make up the day(s) school is closed, employees would be required to make up the day(s) as part of their regular contract.

If the school day is not made up, employees will have the option to use one of the following: 1) use sick leave, personal leave, or vacation; or 2) make arrangements with their supervisor to work the hours lost; or 3) take a deduction in pay.

**Section 3.12. Bulletin Boards.**

The District will provide bulletin boards for use by the Association, with the number and location of such boards to be as mutually agreed. Materials posted will conform to law, and will not reflect negatively on the District, its management, and its employees. Courtesy copies of material to be posted will be provided the building principal or administrator and the Superintendent at the time of posting.

The District will not assume the responsibility of or any liability for material posted.

**Section 3.13. In-District Mail.**

The Association will have the use of the interschool mail facilities for distribution of appropriate Association communication.

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## ARTICLE IV

### SAFETY

#### **Section 4.1. Safe Work Environment.**

The District and the Association agree that all employees have the right to work in a respectful, safe, and civil environment free from harassment, intimidation, bullying or retaliation. Any employee who has a concern is encouraged to report the concern and to see resolution. Due process requirements do not allow the District to guarantee anonymity during the investigatory or resolution processes.

##### **Section 4.1.1. Informal Process.**

Employees are encouraged to first bring their concern directly to their fellow employee(s). A supervisor and association representative may be present to facilitate a resolution.

##### **Section 4.1.2. Formal Process.**

Employees may initiate a formal complaint process even if the informal complaint process is being utilized. All formal complaints will be in writing and set forth the specific acts or circumstances alleged to have occurred. The administrator or Human Resources Specialist will investigate the allegations and determine what, if any, corrective actions are necessary.

#### **Section 4.2. First Aid Training.**

The School District will make available first aid courses to all classified employees if required as a condition of employment. Employees will be paid their regular rate of pay for the time in training.

## ARTICLE V

### LABOR/MANAGEMENT MEETINGS

#### **Section 5.1. Meetings.**

The District and PSE will conduct labor/management meetings for the purpose of resolving problems that may arise relative to the administration of this Agreement. Meetings may be conducted periodically on the request of the Superintendent, their designee, the PSE President, or the authorized Unit Representative. The Superintendent or their designee(s) will meet with the local PSE President and other local PSE designees on mutually agreed upon dates.

#### **Section 5.2. Minutes.**

Minutes may be taken, and an agenda prepared in advance of each meeting. If minutes are taken by either party, they will be shared with the other party.

## ARTICLE VI

### APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

#### **Section 6.1. Negotiable Items.**

It is understood and agreed that matters appropriate for conferring and negotiation between the District and PSE, in accordance with RCW 41.56.030 (4), are matters involving wages, hours, grievance procedures, and working conditions of employees subject to this Agreement.



## ARTICLE VII

### POSTING AND HIRING

#### **Section 7.1. New and Open Positions.**

When a new or vacated position is open in any classification, notice will be posted by the District for five (5) workdays on the district website.

Postings will be made as soon as possible after the District is apprised in writing of the opening and the District will attempt in good faith to fill vacant positions within twenty (20) workdays of their posting. The timelines, as above, may be extended under unusual circumstances upon mutual consent of the parties. It will be the responsibility of the individual employees to keep themselves apprised of all postings. A copy of each posting will be sent to the President of the local PSE Chapter.

In the transportation classification when posting for routes that become available after the annual route bidding process, the position will be posted and filled by seniority, in a twenty-four (24) hour period. The transportation supervisor will use the seniority list to poll drivers (employees) for their preference for the open or new position.

#### **Section 7.2. Position Increases.**

If a position is permanently increased by more than thirty (30) minutes in the course of a school year, the District will re-post the entire position.

#### **Section 7.3. Cross-Classification Openings.**

When openings occur in a bargaining unit position, and no one within the classification applies, the District may post the position both inside and outside the District pursuant to Section 7.1. The applicant who is most qualified for the position advertised by virtue of training, experience, performance in other positions, references, performance on District interviews and skills tests will be selected for the position. If qualifications, abilities, and skills are substantially equal, the employee with the earliest District hire date will have preference for the position.

#### **Section 7.4. Testing.**

Testing will be accepted as a valid tool for measuring ability, provided the test is directly related to the qualifications required for the open position. The District maintains the right to establish standard scores/levels of competency. If a senior employee is in good standing as an employee of the District, and meets the criteria for the job description, the Superintendent may authorize a no test and can make a decision based on job performance in the employee's current position.

#### **Section 7.5. New Hire Probation.**

The first forty-five (45) permanent workdays of employment will constitute probationary during which time seniority will not apply and during which time the District may discharge such employee at its discretion without recourse to the Grievance Procedure. No vacation may be taken before the completion of the probation period. Upon completion of the probationary period, the employee will be subject to all rights and duties contained in the Agreement retroactive to the hire date.

#### **Section 7.6. New Classification Probation.**

The first thirty (30) permanent workdays of employment in a new classification will constitute a probationary period during which time seniority will not apply, and during which time no vacation may be taken before the completion of the probation period. 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. If an employee fails to qualify, that employee will be reinstated to a position equivalent to that which was previously occupied without loss of seniority in the former general job classification.

#### **Section 7.7. Trial Period.**

When an employee changes to any other position and/or location within their classification, the first twenty (20) workdays of employment may constitute a trial period, at the supervisor's discretion, in which to qualify in the new assignment. If an employee fails to qualify, that employee will be reinstated to a position equivalent to that which was previously occupied without loss of seniority in the former general job classification. During the twenty (20) workday qualification period, the District will hire a substitute. Posting of the employee's original position will occur at the end of the twenty (20) workdays.

### **ARTICLE VIII**

#### **EMPLOYEE RECORDS**

#### **Section 8.1. Current Address and Phone Number.**

All classified employees will maintain current address and telephone numbers with the District office and their respective administrator.

#### **Section 8.2. Personnel File.**

There will be only one (1) personnel file for each employee. These files will be kept in the Superintendent's office and employees will be permitted to inspect these files upon request to the Superintendent and/or the Superintendent's designee. At the request of the employee and at employee expense, a copy of each item placed in their personnel file will be provided the employee within ten (10) workdays of said request. No materials concerning grievances will be added to this file unless requested by the employee.

No medical record, evaluation, correspondence, or any material making any derogatory references to anything other than an employee's work performance or their ability to perform their job will be placed in the personnel file. In the event that derogatory remarks as permitted above are placed in any employee's personnel file, the affected employee will be notified of its inclusion, the author, and will be allowed to attach written comments to the item(s) being included.

Derogatory materials may be removed from the employee's file upon written request from the employee and the approval of the Superintendent two (2) years from the date of insertion. Should the removal of the material be denied, the Superintendent will meet with the employee to discuss the reason(s).

#### **Section 8.3. Evaluations.**

The Building Principal, Maintenance Supervisor, and/or the employee's Position Supervisor, as noted on the job description will be responsible for the evaluation of employees. The evaluation shall include input from a certificated staff member who works closely with the employee. All employees will be evaluated with the appropriate evaluation form.

1 All employees newly employed by the District will be evaluated within the first forty-five (45) of the  
2 commencement of their employment.

3  
4 Less than twelve (12) month employees, including new employees, will be evaluated annually, such  
5 evaluations to be completed no later than the last day of the school year, of the year in which the  
6 evaluation takes place. All twelve (12) month employees will receive their evaluation no later than  
7 August 1 of each calendar year. The employee will sign and be given a copy of the evaluation report.  
8 The signature of the employee does not, however, imply that the employee agrees with the contents of  
9 the evaluation report. Employees may attach comments as desired. Comments will be received in the  
10 District Office within twenty (20) calendar days after receipt of the evaluation, unless mutually agreed  
11 to extend the time period.

12  
13 All performance evaluations reflecting an unsatisfactory level of performance in two (2) or more  
14 categories will state specific reasons for the unsatisfactory rating and a plan for improvement. The  
15 employee's performance will be reviewed within forty-five (45) workdays. The employee may have an  
16 Association representative present during the reviews. A written statement of the progress and/or  
17 correction of the unsatisfactory performance will be attached to the evaluation.

## 18 19 20 **ARTICLE IX**

### 21 22 **PRIOR WORKING EXPERIENCE**

#### 23 24 **Section 9.1. No Previous Experience.**

25 Classified employees with no previous experience will start at the base of the salary schedule.

#### 26 27 **Section 9.2. Changing Classifications.**

28 Classified employees moving from one classification to another within the bargaining unit will retain  
29 their District experience on the salary schedule, their accumulated leave benefits, and will receive  
30 credit for all years worked (an FTE basis) on the vacation schedule. Similar credit will be given for  
31 experience gained in any school district in the State of Washington in accordance with state law.

#### 32 33 **Section 9.3. Transfer within Washington State.**

34 A new hire leaving one school district with the State of Washington and commencing employment  
35 with Medical Lake School District shall retain the same years of experience, sick leave transfer, had in  
36 the previous district. District will require a VOE form sent from HR to previous district HR who will  
37 complete and fill out the Years of Experience and Sick leave balances with signature in order to grant  
38 at district level.

#### 39 40 **Section 9.4. Other Experience.**

41 Any new hire previously employed outside the State of Washington or outside the Medical Lake  
42 School District, and who is hired to perform work similar to that in which he/she was previously  
43 engaged, shall be allowed years of experience. These years of experience shall be applicable to all  
44 benefits, including Schedule A, except seniority and vacations benefits. With an approved VOE sent  
45 from HR confirming the duties of the employee and that they directly benefit MLSD staff in the new  
46 position.

## ARTICLE X

### SENIORITY RULES

#### **Section 10.1. District Hire Date.**

The seniority of an employee within the bargaining unit will be established as of the date on which the employee began continuous daily employment (hereinafter called "District hire date"). The hire date will be the date on which the employee first began work as a regular employee as determined by approval for hire by the School Board of Directors. In the event that the employee receiving Board approval has been filling the position on a temporary or substitute basis immediately prior to the approval, seniority and longevity will be approved retroactive to the actual date of hire.

One (1) Year Only hires will receive seniority.

#### **Section 10.2. Classification Hire Date.**

The seniority of an employee within a classification will be established as of the date on which the employee began continuous daily employment within the classification (hereinafter called "Classification Hire Date").

#### **Section 10.3. Losing Seniority Rights.**

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

- Resignation
- Discharge for just cause
- Abandonment of position
- Retirement
- Employees in layoff status in excess of two (2) years

#### **Section 10.4. Seniority Rights Not Lost.**

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

- Time lost by reason of industrial accident, industrial illness, or judicial leave.
- Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- Time spent on other authorized leaves.
- Time spent in layoff status as hereinafter provided.

#### **Section 10.5. Seniority List.**

A seniority list with the employees' names, position, District hire date, and hire dates for current classifications will be provided to the PSE membership department annually in October, electronically, with a copy provided to the association president. Additional updated seniority lists will be provided upon request.

#### **Section 10.6. Seniority Rights.**

The employee with the greater seniority within each job classification will have absolute preferential rights regarding shift selection and vacation periods. The employee with the greater District seniority will have preferential rights regarding assignment to new or open jobs or positions within their job classification, transfers, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance greater than a senior employee or employees, the District will set

1 forth in writing to the employee or employees and the organization's local President its reason(s) why  
2 the senior employee or employees have been bypassed.

3  
4 **Section 10.7. New Hires.**

5 New hires and new employees in a general job classification will start at the bottom of the seniority list  
6 regardless of their placement in the salary schedule.

7  
8 **Section 10.8. Transportation Seniority.**

9 In the transportation classification seniority will be first by specific job title, then by general job  
10 classification, and any seniority rights provided for herein will be based on this seniority.

11  
12 **Section 10.9. Drawing of Lots.**

13 When two (2) or more employees start work on the same date, and have the same District Hire Date, a  
14 draw of lots will be held to determine their ranking on the seniority list.

15  
16 **Section 10.10. Maintaining and Accruing Seniority.**

17 When employees change from one classification to another within the bargaining unit, they will retain  
18 their seniority rights within their former classification for a period of one (1) year, notwithstanding that  
19 they have acquired a new hire date in their new classification. Seniority rights will accrue only when  
20 an employee is actively working within a classification.

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22  
23 **ARTICLE XI**

24  
25 **LAYOFF, DISPLACEMENT AND RECALL PROCEDURES**

26  
27 **Section 11.1. Layoff/Recall Order.**

28 In the event of layoff, the last employee hired, within the general job classification (per Section 10.2)  
29 will be the first employee laid off and conversely, in recalling, the last employee laid off, within the  
30 general job classification, will be the first employee recalled.

31  
32 **Section 11.2. Reemployment List.**

33 In the event of layoff, the District will first meet and confer with PSE. Employees so affected are to be  
34 placed on a reemployment list maintained by the District according to layoff ranking. If the employee is  
35 on layoff and new or open positions are posted, current employees will have priority in classification.  
36 Employees on layoff status will have priority over junior employees and outside candidates in filling  
37 open and new positions. Names will remain on the reemployment list for two (2) years.

38  
39 **Section 11.3. Position Displacement.**

40 The employee with the earliest classification hire date will have absolute preferential rights regarding  
41 layoff. The senior employee has the right to retain hours and pay within their job classification and the  
42 sub-classification of current employment above junior employees in that sub-classification. (A junior  
43 employee is any employee with a later classification hire date in that sub-classification.)

44  
45 A senior employee, who has been displaced, will also have the right to displace a junior employee  
46 within their classification whose position is a sub-classification of less pay to avoid being placed on the  
47 layoff list, if there is no position available (if there is no one junior to them with similar hours) in their  
48 sub-classification.

1 In the Paraeducator classification, the displaced senior employee must possess the skills, competencies  
2 and meet the Paraeducator requirements of Special Education and/or Title-I buildings in order to  
3 displace a junior employee. The procedure as attached in Addendum A will be used in a displacement  
4 situation.

5  
6 **Section 11.4. Maintain Current Contract Information.**

7 It will be the sole responsibility of the employee who is laid off to notify the District of a change of  
8 address and/or telephone number.

9  
10 **Section 11.5. Forfeiting Employment Rights.**

11 An employee will forfeit rights to reemployment as provided in Section 11.2. if the employee does not  
12 comply with the requirements of Section 11.3, or if the employee does not respond to the offer of  
13 reemployment within five (5) workdays.

14  
15 **Section 11.6. Reemployment Rejection.**

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

19  
20 **Section 11.7. Substitute List.**

21 Employees that are laid off and maintain their position on the seniority list pursuant to Section 10.5.  
22 and Section 11.2 will be included on the substitute list at their option and be called to work pursuant to  
23 Section 11.1.

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26 **ARTICLE XII**

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28 **LEAVES**

29  
30 **Section 12.1. Sick, Injury, and Emergency Leave (Hereinafter referred to as "Sick Leave").**

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32 **Section 12.1.1. Sick Leave.**

33 Employees working the regular school term or more per year will earn twelve (12) days of sick  
34 leave. Such leave will accumulate to a maximum equal to the number of days an employee  
35 works each year. Sick leave will be paid on the basis of the base salary rate applicable to the  
36 employee's normal daily work shift at the time sick leave is taken. Absences will be charged as  
37 sick leave on an hourly rate.

38  
39 Situations involving injury or illness to the employee or members of the employee's immediate  
40 family with a health condition that requires treatment or supervision, will be considered a  
41 proper use of sick leave. Leaves approved for Family Medical Leave will be according to  
42 Board policy and may be covered by sick leave.

43  
44 Emergency leave may be granted for no more than five (5) days per year and may be taken in  
45 the case of emergencies as defined in the following:

- 46 • An emergency arises out of unforeseen and unexpected circumstances which create an  
47 air of crisis or extreme need. The circumstances must present a grave and clear danger

that imminently threatens physical or mental health or would result in irremediable harm or in immediate disaster to life or property unless some action is taken.

- A written application for emergency leave must be returned to the district office on the day of return to school. Such leave is deducted from sick leave.

#### **Section 12.1.2. Sick Leave Sharing.**

An employee may choose to donate portions of his/her accumulated sick leave, to come to the aid of another named employee who has depleted his/her annual leave and sick leave reserve and is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take an extended leave without pay or to terminate his/her employment. An employee may transfer a specific amount of sick leave to an employee requesting shared leave only when the donating employee retains a minimum of one hundred seventy-six (176) hours of sick leave after the transferred leave will be calculated on an hours-donated and hours-received basis. Any leave transferred which remains unused will be returned at its original value to the employee or employees who transferred the leave when it is found that the leave is no longer needed or will not be used at a future time in connection with the illness or injury for which the leave was transferred or any other qualifying condition. The value of the unused leave which was transferred by more than one employee will be returned on a pro rata basis. The Superintendent and/or Association representative may, if appropriate, require a healthcare provider statement confirming the extent and/or severity of the illness, injury, or impairment. (In accordance with state law)

#### **Section 12.1.3. Sick Leave Incentive Program.**

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury 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 leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received will be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation. (In accordance with state law)

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

#### **Section 12.1.4. VEBA.**

Participation in VEBA I for retirement sick leave cash-out is allowed. However, the PSE group will need to decide annually if they wish to continue to allow participation in VEBA I. If so, the PSE President will need to annually sign an agreement with the School District to allow this benefit to continue.

#### **Section 12.2. Family Medical Leave.**

The District will provide leave in accordance with Federal and State law. Any requests for special consideration beyond the limits of this section must be accompanied by verification of the necessity of absence including a statement from the physician, if appropriate. Requests will be routed through the Building Principal/Position Supervisor, who will then submit to the Superintendent. The Superintendent will review and render a decision on the matter.



1       **Section 12.2.1. Paid Family Medical Leave (PFML).**

2       Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical  
3       Leave under the Washington State Family and Medical Leave and Insurance Act. To be eligible  
4       for this leave, employees must have worked a minimum of 820 hours within the past calendar  
5       year. More information can be found at <https://paidleave.wa.gov/workers>.  
6

7       **Section 12.3. Industrial Insurance Leave.**

8       In the event that employees are absent for reasons which are covered under State Industrial Insurance,  
9       the employee will have the option of taking time loss payments only as distributed through the  
10      Northeast Washington Workers Compensation Cooperative or instituting the buy-back option. The  
11      buy-back option provides for use of accumulated sick leave for which the injured employee would  
12      receive payment by the District and return endorsed workers compensation cooperative checks to the  
13      District to buy back a portion of the used sick leave. If this option is chosen, it would be in effect until  
14      accumulated sick leave was exhausted and then the employee would keep time loss payments only.  
15      Under no circumstances will an employee be allowed to keep both District payment for sick leave and  
16      time loss payment. The District reserves the right to place the returning employee in a light duty  
17      position.  
18

19      **Section 12.4. Judicial Leave.**

20      Leaves with pay will be granted for jury duty or when subpoenaed to appear in a court of law. The  
21      employee will notify the District when notification to serve on jury duty is received.  
22

23      **Section 12.5. Leave of Absence.**

24      Upon recommendation of the Building Principal/Position Supervisor, through administrative channels  
25      to the Superintendent, and upon approval of the Board, an employee may be granted a leave of absence  
26      for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended  
27      illness, one (1) additional year may be granted. The maximum leave will not exceed twenty-four (24)  
28      months.  
29

30      The employees on leave must notify the Superintendent in writing no later than thirty (30) calendar  
31      days prior to the end of the leave regarding plans to return to work, or the employee's right to return is  
32      forfeited. The returning employee will be assigned the same position or, if such position is not  
33      available, to a position of equal status and pay to that which they occupied before the leave of absence.  
34

35      Employees hired to fill positions of employees on leave of absence will be hired for a specific period  
36      of time, during which time they will be subject to all relevant provisions of this Agreement. It is the  
37      responsibility of the District to make available to such employees' copies of these provisions.  
38

39      The employee will retain sick leave and seniority rights while on leave of absence. However, sick  
40      leave and seniority will not accrue while the employee is on leave of absence; provided, however, that  
41      if such leave is approved for extended illness or injury, seniority will accrue for a maximum of twenty-  
42      four (24) months.  
43

44      **Section 12.6. Maternity Leave.**

45      Absences for reasons of maternity will be treated as normal sick leave. Leave of absence without pay  
46      may be granted by the Board upon recommendation of the Superintendent after accumulated sick leave  
47      is exhausted. An employee will notify the Building Principal/supervisor in writing of the expected date



of leave and will do so at least ninety (90) days before that date. Family medical leave is also available after maternity leave ends and will be granted according to Board policy.

An employee will receive accumulated sick leave during actual disability caused by pregnancy, miscarriage, abortion, childbirth, and recovery from these conditions provided, however, that the employee works up to the day her physician sets as the beginning of the disability.

An employee absent for maternity reasons must decide within sixty (60) calendar days after the birth of her child whether she is going to return to work or whether she intends to take family medical leave, have a leave of absence (for not more than one [1] school year), or resign. Her decision must be in writing. If her decision is to return to work, she must tell the District the specific day she will return to work, which will be no later than sixty (60) calendar days following the birth of her child, providing that her return is approved by her physician.

Sick leave will end following the birth of the child on the date the physician indicated the employee can return to work. However, if family leave is approved, sick leave may be used according to Board policy.

If sick leave is exhausted during the period of physical disability, the employee will be automatically placed on leave-without-pay status. An employee taking maternity leave (for this period of actual disability) will be returned to the same position, if available, or if such position is not available, to an equivalent position upon returning to work.

For purposes of child rearing and/or care, a leave of absence without pay as provided for in Section 12.5. of this Article may be granted to either parent of a newborn child. This section will also apply to adoptions.

#### **Section 12.7. Paternity Leave.**

Paternity leave is covered under Sick Leave, Emergency Leave, or the Family Medical Leave Act (RCW 28A.400.300)

#### **Section 12.8. Bereavement Leave.**

Without deduction from sick leave, each employee shall be entitled to:

- Up to five (5) days of leave for each occurrence of death in the immediate family.
- Up to two (2) days of leave for the death of a loved one outside the immediate family.

In cases of extenuating factors, such as long travel distances, the employee may request additional days which may be approved at the discretion of the Superintendent.

#### **Section 12.9. Personal Leave.**

Employees will be granted four (4) days of personal leave per year, with the approval of their Building Principal/Position Supervisor. Such leave is granted on a first come, first serve basis. This leave will not be deducted as sick leave.

The employee will provide the Building Principal/Position Supervisor written notice two (2) full days in advance. The Building Principal/Position Supervisor has the right to limit the number of employees per day on Personal Leave.

The employee may elect to accumulate Personal Leave to a maximum of five (5) days. Up to one (1) day may be carried over at the end of each year in lieu of year-end compensation as provided herein. By the last day of school, the employee must notify the District Office of their intent to cash-out and/or accumulate days. For twelve (12)-month employees, notification of intent to cash-out and/or accumulate days must occur by July 31. Failure to notify the District Office will result in cash-out only. No more than three (3) days may be cashed out in any year. In the event the employee chooses to cash-out days, they will be compensated at the employee's regular rate of pay.

#### **Section 12.10. Faith or Conscience Leave.**

Each employee covered by this Agreement is entitled to two (2) unpaid days per year for 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 as set forth in the law.

#### **Section 12.11. Domestic Violence Leave.**

The District will provide leave in accordance with law which allows victims of domestic violence, sexual assault, or stalking to take reasonable leave from work to take care of legal needs and obtain health care. Such leave will be with or without pay at the employee's discretion. Employees may also take reasonable leave to help a family member obtain needed treatment or services. For this section, family members include a child, spouse, parent, parent-in-law, grandparent, or a person whom the employee is dating.

#### **Section 12.12. Leave Without Pay.**

An employee may request leave without pay for personal purposes after personal leave is exhausted and no other leave in this article is appropriate. Requests for unpaid leave should be made as far in advance as possible and may be denied if substitute coverage is not available. Such leave shall be limited to five (5) days during any school year unless additional leave is authorized by the superintendent.

### **ARTICLE XIII**

#### **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

#### **Section 13.1. Right to Discipline or Discharge.**

The District will have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause will be resolved in accordance with the grievance procedure hereinafter provided.

#### **Section 13.2. Progressive Discipline.**

When discipline or discharge is to be imposed on an employee, the principles of progressive discipline will apply. Progressive discipline may include, but not be limited to, oral warning, written reprimand, suspension without pay, and discharge. Some charges of a serious nature may require omitting some of these steps.

#### **Section 13.3. Discipline Notice.**

Discipline notice to the employee will be made within ten (10) workdays from when the District has knowledge of the violation. The District will inform the employee of their right to Association representation. The District will notify the PSE President of disciplinary action being imposed on

employees of the bargaining unit. Except in case of discharge the nature of the employee's offense will not be communicated to the President without consent of the employee

## ARTICLE XIV

### TERMINATION OF EMPLOYMENT

#### **Section 14.1. Termination Notice.**

Termination of employment will require not less than thirty (30) calendar days of notice by the employee or District, as the case might be, except when an employee is terminated for the reasons listed in Article XIII, Section 13.2., the provisions of Article XIII will apply. In situations not involving termination for such reasons, the parties may mutually waive the thirty (30) calendar days' notice requirement.

#### **Section 14.2. Rehire Notice.**

The District will notify each employee covered by this Agreement on or before June 30, if they are not to be rehired for the ensuing year. Lack of notification will be considered as a rehire notice. Contracts will be issued at the conclusion of negotiations and when new salary schedules are established.

## ARTICLE XV

### HOURS OF WORK

#### **Section 15.1. Workweek.**

The normal workweek will be five (5) consecutive workdays, Monday through Friday, except for those employees specifically designated by the District to work on Saturday and/or Sunday.

#### **Section 15.2. Shifts.**

Each employee will be assigned a definite shift with designated times for beginning and ending. The District reserves the right to adjust these shifts with one week's notice, except in case of an emergency.

##### **Section 15.2.1. Notification.**

Employees will be notified at the beginning of the school year as to their job title, scheduled hours of work, lunch and breaks, hourly rate of pay, and the name and contact information of their immediate supervisor.

#### **Section 15.3. Meals and Break Periods.**

##### **Section 15.3.1. Full-Time (Year-Round) Employees Shifts.**

Full-time employee's normal work shift will consist of eight and one-half (8½) hours for eight (8) hours compensation, including a thirty (30) minute unpaid, uninterrupted lunch period, as specifically designated by their supervisor, as near the middle of the shift as is practical and includes an uninterrupted fifteen (15) minute first-half rest break and a fifteen (15) minute second-half rest break. Employees may leave the work site during their lunch period.

1 **Section 15.3.2. Regular Employees Shifts.**

2 Employees assigned to a shift less than the full-time, year-round, shift defined above, such  
3 shift(s) will include the following break and lunch periods to be implemented as near the  
4 middle of the shift as is practicable:

5

6 3 hours or less work shift	No rest period
7 3 ¼ to 5 hours work shift	Fifteen (15) minute break
8 5 ¼ to 7 hours work shift	Fifteen (15) minute break, thirty (30) minute
	Unpaid, uninterrupted lunch break
10 7 ¼ to 8 hours work shift	Fifteen (15) minute break in each half shift, thirty (30)
	Minute unpaid, uninterrupted lunch break

11

12

13 If employees need a short rest period during this group of shifts, due to the nature of the job  
14 responsibility, it should be worked out with their respective supervisor.

15

16 **Section 15.3.3. Working through Lunch.**

17 Employees required to work through regular lunch periods will be given time to eat at a time  
18 agreed upon by the employee and their supervisor.

19

20 **Section 15.4. Differential Pay.**

21 Employees who are requested to work in another position by their Building Principal/Position  
22 Supervisor to fill a shift occupied by a higher paid employee will receive compensation equal to that  
23 normally paid for that position for all hours worked in that position, using the employee's current years  
24 of experience.

25

26 **Section 15.5. Call Back.**

27 Employees who are called back to work after the completion of their daily shift will receive a  
28 minimum of two (2) hours pay, other than bus drivers.

29

30 **Section 15.6. Additional Time.**

31 Time requested by Building Principal/Position Supervisor to work outside of the normal shift is  
32 considered additional time. It is the employee's choice whether this time is compensated utilizing  
33 overtime (if over forty [40] hours) or flexed by exchanging time worked for time off.

34

35 **Section 15.7. Paraeducators.**

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

- 39 1. Be at least eighteen (18) year of age and hold a high school diploma or its equivalent; and  
40 2. (a) Have received a passing grade on the education testing service paraeducator assessment; or  
41 (b) Hold an associate of arts degree; or  
42 (c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an  
43 institution or higher educator; or  
44 (d) Have completed a registered apprenticeship program.
- 45

46 Paraeducators who have successfully completed the ETS will be required to complete the Fundamental  
47 Course of Study (FSC). Starting with the 2019-2020 school year, the District must provide fourteen (14)  
48 hours of the twenty-eight (28) hour FSC. The training must be paid training for the employee and cover

associated costs on the state standards of practice for all paraeducators. The District will provide access to computers and other technology needed to be successful in obtaining the FSC and certificates.

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

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

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

Paraeducators and Library Techs will be compensated at least one (1) day during the week before the school year starts and one (1) day after the close of the school year to work with the teacher in their classroom. This time is not mandatory and needs to be approved by the Building Principal/Position Supervisor before hours are worked.

#### **Section 15.8. Flex Time.**

Employees may request to flex their time to make a change in their shift when the absence does not require coverage of their position by a substitute. Flex time will be used upon mutual agreement between the employee and their Building Principal/Position Supervisor.

#### **Section 15.9. Overtime.**

All hours worked in excess of forty (40) hours in one (1) week will be compensated at one and one-half (1½) times the employee's applicable base hourly rate, including after school programs for academic activities and building and district committees.

#### **Section 15.10. Custodial.**

##### **Section 15.10.1. Chapter Meetings.**

Night Custodians will be permitted time off from work to attend local PSE chapter meetings.

##### **Section 15.10.2. Summer Hours.**

During summer vacation the District will allow the custodians to work ten (10) hour days as per their contracted hours, provided the school district buildings have coverage Monday through Friday with at least one (1) custodian. This provision is optional for each school.

##### **Section 15.10.3. Shift Leader.**

When there are two (2) custodians working the 2:30 pm to 11:00 pm shift with no Lead Custodian on duty, the custodian with the most seniority will be designated as shift leader and given the authority to make minor decisions and will direct substitutes in their duties.

1 **Section 15.11. Transportation.**

2 Recognizing that personnel in the transportation classification present special shift concerns, the  
3 parties agree that shifts will be established in that classification in relation to routes and driving time  
4 required to fulfill tasks assigned by the Supervisor of Transportation. Regular routes are defined as; an  
5 AM and PM route; Special Education route; Midday runs (pre-school/special education); and Skills  
6 Center runs.

7  
8 Bus drivers on daily routes will receive pay plus thirty (30) minutes per day for pre-trip, paperwork,  
9 warm-up, care, and cleaning of buses, as reported on the daily log. Drivers using more than one bus per  
10 day will receive fifteen (15) minutes per additional bus used. Drivers will be expected to use ten (10)  
11 of their pre-trip minutes prior to each route.

12  
13 No driver will receive less than one and one-half (1½) hours compensation (includes pre-trip and  
14 clean-up) per route shift. Drivers who have a layover (on district property) between regular AM/PM  
15 and shuttle, mid-day or Activity that is thirty (30) min or less shall be paid for that layover. Drivers  
16 may be assigned other tasks to fill this time.

17  
18 Activity runs will be compensated at a minimum of one (1) hour (includes pre-trip and clean-up).  
19 Shuttle runs will be compensated at a minimum of one (1) hour. Drivers of routes not fulfilling the  
20 minimum time will accumulate the unused time and the drivers may be assigned other tasks by the  
21 supervisor to fill this time. Drivers will receive pay for all hours worked which exceed their normal  
22 daily route time.

23  
24 Drivers and Bus Assistants will be paid for actual time spent at staff meetings called by the District. If  
25 there is layover time between the end of the meeting and the drivers next scheduled drive time, the  
26 driver will be paid the actual time spent at the meeting or one (1) hour whichever is greater.

27  
28 When it is documented that a driver is unable to maintain discipline on the assigned routes, the driver  
29 may be exchanged with that of another driver of equal hours up to a maximum of sixty (60) school  
30 days, unless a longer period is mutually agreed to by both employees involved. Assistance will be  
31 made to the driver.

32  
33 Bus Drivers and Bus Assistants will be paid a maximum of one (1) hour per school month at their  
34 current pay scale, for the purpose of cleaning the exterior of their assigned school bus. This time is to  
35 be used on an as needed basis with prior permission from the supervisor. The time may be broken into  
36 segments. This time will not be included in figuring FTE. A driver may have another transportation  
37 employee wash their bus for the allotted pay. However, the driver assigned to the bus is responsible for  
38 the results.

39  
40 **Section 15.11.1. Extra Trip Rules.**

41 For the purpose of this section the following definitions will apply:

42  
43 **Add-On Trips:**

44 Add-on trips are those trips added to the trip list after the extra-trip list is bid. Add-on trips are  
45 also trips, which are bid by a regular driver and then given up by that driver. Add-on trips will  
46 be communicated to Transportation personnel by posting for a complete two route combination  
47 (AM - PM route sequence or PM - AM route sequence), when time allows. Add-on trips that  
48 are scheduled to leave before a two-route sequence is completed will be posted through one



route time frame. Short notice trips will be assigned by the Transportation Supervisor or designee in person or phone call (no messages will be left) by seniority to the first available driver. Add-on trips will be assigned by seniority within the time frame they are to be assigned. (Midday routes and activity routes do not affect the above process). Drivers/Bus Assistants circling trips on the add-on posting should number their choices.

**Non-Bid Trips:**

A non-bid trip is a trip not bid for by a regular driver during the last workday of the week bid process.

- A. All extra trips will be compensated at the driver's base hourly rate for the duration of the trip. Drivers will arrive at the school fifteen (15) minutes prior to departure. Trip time will start at pre-trip and end after the bus is cleaned and parked. The Transportation Supervisor will make assignment of busses for extra trips.
- B. On trips requiring overnight stays, the driver will be compensated at their base hourly rate for driving time to and from the event and shuttling of students while at the event. The driver will also receive a minimum of seventy-five (\$75.00) dollars compensation each night they are on the trip.
- C. Extra trips shall be bid by the last day of the work week by seniority based on the rotation roster.

Bidding shall take place at least twenty-five (25) minutes prior to the bell time of the earliest school to release for the day at an agreed upon time. Bidding shall be facilitated by the most senior driver present willing to facilitate the bid process. This person will receive thirty (30) minutes of pay for the bid process. The bid facilitator shall call each driver by name in order of seniority starting with the last driver to take a trip. The driver called will approach the facilitator and choose a trip from the trip list. If the driver called is not present the facilitator will check the bid envelope to check for a bid note from the absent driver. The facilitator will assign a trip from the bid list to the absent driver (not to exceed a forty [40] hour week). Drivers must be present at the beginning of the bid process in order to bid or need to have a note in the bid envelope. Drivers not present and who do not have a bid note in the bid envelope will be passed over. This process will continue through the rotation until all eligible drivers have finished bidding. Bidding will end one complete rotation from the point of the last driver to take a trip. Trips not bid for at this point will be offered by rotation to any contracted drivers not eligible to bid due to new hire probation. After this, trips not bid for, will be moved to the non-bid process.

Drivers utilizing a written bid shall number their preference and note their weekly FTE on the bid note. Bid notes without the FTE on it will be void. This bid note shall be put in the bid envelope that is hanging with the trip board.

In the event a Bus Assistant is needed on an extra trip the above process listed in Section 15.11.1 will be followed.



- 1 D. Extra trips for the upcoming week will be posted on the day before the last workday of  
2 the week. Trips added to the extra trip schedule between the posting and bidding  
3 process will be bid during the regular bid process.  
4
- 5 E. To be eligible for extra trips, a driver must have completed the probationary period and  
6 drive a regular route.  
7
- 8 F. If a canceled trip is rescheduled to a future date, the original driver will have the option  
9 of taking the trip and will not affect their place in the bidding list. If that driver declines  
10 said trip, it will be assigned by the supervisor from the second rotating list to the senior  
11 available driver. If a trip is canceled and the driver cannot be reassigned to his/her route,  
12 the driver will receive his/her FTE pay, including pre-trip time for the route portion  
13 missed. If the trip is on a weekend or non-school day and cancelled on the day of the  
14 trip, the driver will receive two (2) hours pay at their current rate of pay.  
15
- 16 G. The building principal will assign at least one (1) staff person per bus to assist with  
17 student control.  
18
- 19 H. Non-district (parks and recreation, etc.) trips will be included in the last workday of the  
20 preceding week posting and will be bid in the regular manner if the Transportation  
21 Department is notified prior to posting of the entire trip schedule. This only applies  
22 when the leasing agent cannot supply their own qualified driver.  
23
- 24 I. Drivers are encouraged not to sign up for extra trips that will cause them to exceed forty  
25 (40) hours/week limit. Time is to be calculated using the weekly trip postings departure  
26 and return times. Permission is required from the Transportation Supervisor for trips  
27 that will cause them to exceed forty (40) hours a week.  
28
- 29 J. Drivers and Bus Assistants for Special Needs student trips may be assigned by the  
30 Transportation Supervisor. Unless the trip is canceled, the Driver and Bus Assistant will  
31 relinquish their next bid on the extra trip roster.  
32

33 School athletic teams and members of school activities/clubs with fewer than eighteen (18)  
34 members may be transported in District vehicles, not school buses, and driven by the coach  
35 or director of the activity to and from the event. All other athletic teams or large activities  
36 and field trips will be assigned to regular drivers as prescribed herein.  
37

#### 38 **Section 15.11.2. Bus Route Bidding.**

39 The date for the Annual Bus Drivers and Bus Assistant meeting will be set at the time the  
40 calendar for the next school year is determined, and all involved parties will be notified at that  
41 time for bidding on routes.  
42

43 Regular daily bus routes will be bid on a seniority basis. AM and PM routes and Special  
44 Education routes will not be split; except that once the entire seniority list has selected,  
45 remaining routes/runs may be split and drivers in order of seniority may add time to their  
46 assignment. The regular driver's work year will include every day school is in session.  
47

Bidding for a bus route may be done by proxy when attendance at the Annual Bus Drivers and Bus Assistant meeting is impossible due to events out of the control of the driver or bus assistant, by verifiable emergency, i.e., personal hospitalization, death in immediate family and/or a like situation, to be approved by the Transportation Supervisor or his designee.

Proxy bidding must be done by a driver or bus assistant senior to the affected employee. The affected employee must submit a list of routes in descending order of priorities, including extra routes, i.e., midday, activities. The bid by proxy will be final and the employee must abide by the bid for the current school year.

### **Section 15.11.3. Shuttle Runs.**

Shuttle runs are defined as in District runs for education or activity purposes. This includes practice at locations out of District, when no sufficient field in the District exists, such as golf. (This excludes practice games held out of District). The Transportation Supervisor will add the shuttle run to an existing route if possible. If the shuttle run cannot be added to an existing route the Transportation Supervisor will assign a driver who does not have an existing contracted route. Contracted drivers will have priority.

### **Section 15.11.4. Activity Runs.**

Activity runs may be split in any two or three consecutive weekday segments. At the annual bid these combinations may be bid for as each driver, by seniority, bids for their AM - PM, midday, and activity routes. Drivers may bid to drive an activity bus all five days. This will be five days on one route if available or split between two routes if one route is not available.

### **Section 15.11.5. Overnight Trips.**

Drivers will have their own accommodations on overnight trips. Drivers will be allowed an eight (8) hour, continuous rest period on such trips. Should the driver's rest be interrupted to perform duties for the trip director, the driver, at his/her discretion in consultation with the Transportation Supervisor, if possible, may postpone the departure time of the return trip.

## **ARTICLE XVI**

### **MEMBERSHIP AND CHECKOFF**

#### **Section 16.1. Maintaining Membership.**

Each employee subject to this Agreement who, on the effective date of this Agreement, is a member of the Chapter in good standing will, maintain membership in the Chapter in good standing during the period of this Agreement unless membership is revoked through contact with the Association.

#### **Section 16.2. New Hire Notification.**

The District will notify the Chapter of all new hires within ten (10) workdays of the hire date. District shall provide to the local PSE Chapter President, the name, address, phone number, position, number of hours worked per day, date of hire, and rate of pay for each employee. The school district will provide the union a thirty (30) minute meeting during the new hire's work time within thirty (30) days of their hire date. The Association will inform the new hire of the terms and conditions of this Article.

1 **Section 16.3. Membership Options.**

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

7  
8 **Section 16.3.1. Association Membership.**

9 All employees subject to this Agreement who are not members of the Association on the  
10 effective date of this Agreement, and all employees subject to this Agreement who are hired at  
11 a time subsequent to the effective date of this Agreement may choose to become members in  
12 good standing of the Association within thirty (30) days of the effective date of this Agreement  
13 or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then  
14 maintain membership in the Association in good standing during the period of this Agreement  
15 unless membership is revoked through contact with the Association.

16  
17 **Section 16.4. Change of Rate.**

18 The Association will notify the District no later than December 1 of any change to the service charge  
19 dues rate.

20  
21 **Section 16.5. Checkoff.**

22 The District will deduct PSE dues, assessment(s), representation fees, service charges or voluntary  
23 political contributions from the pay of any employee after authorization of such deductions in writing  
24 pursuant to RCW 41.56.110. The District will transmit all such funds deducted to the Treasurer of the  
25 Public School Employees of Washington/SEIU Local 1948 on a monthly basis.

26  
27 **Section 16.6. District Hold Harmless.**

28 The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article,  
29 and the Association will indemnify, defend, and hold the District harmless for any and all claims,  
30 grievances, arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of  
31 any action taken by the District for the purpose of complying with any of the provisions of this Article  
32 of the Agreement.

33  
34 **Section 16.7. Local Dues.**

35 The PSE Bargaining group will notify each member of the assessment amount for local dues  
36 that will be deducted automatically by the District from a single paycheck during the first  
37 quarter of the school year.

38  
39  
40 **ARTICLE XVII**

41  
42 **MEDICAL, DENTAL AND RETIREMENT BENEFITS**

43  
44 **Section 17.1. SEBB.**

45 Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance  
46 plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their  
47 dependents as required by State Law, the State Operating Budget, and the School Employees Benefits  
48 Board (SEBB). All Benefit Plans for 2018-19 will continue unaffected through December 31, 2019.

1       **Section 17.1.1. SEBB Insurance Plans.**

2       The employer agrees to provide timely information about SEBB insurance plans to eligible  
3       employees during the school year (as required or recommended by SEBB) and at each open  
4       enrollment period. The District agrees to pay the cost of the Health Care Authority retiree  
5       carve-out at the rate set by the Washington State Legislature.  
6

7       **Section 17.1.2. SEBB Eligibility.**

8       The employer agrees to follow SEBB eligibility rules for employees who are anticipated to  
9       work 630 hours or more per school year.  
10

11      **Section 17.2. All Hours Worked Reported.**

12      To facilitate the determination of eligibility for the Washington State Public Employees Retirement  
13      System (PERS) or the Washington State School Employees Retirement System (SERS) the District  
14      will report all hours worked, including overtime.  
15

16  
17                                      **ARTICLE XVIII**

18  
19                                      **WAGES**  
20

21      **Section 18.1. Schedule A.**

22      Wages for employees subject to this Agreement during the term of this Agreement will be as specified  
23      in Schedule A attached hereto and by this reference made a part of this Agreement.  
24

25      **Section 18.2. Covered/Non-Covered Costs.**

26      The District will pay the costs of physical examinations, transcripts of driving records, etc., when they  
27      are required as a condition of employment. The District will also pay the cost of the Washington  
28      Department of Licensing CDL licensing fee (class B with P and S endorsements) for regular contracted  
29      drivers, The Food Handlers Permit for all Food Service Employees, the initial cost of the Praxis test (1  
30      test per employee) for all Para educators, and the Pesticide Spraying Certificate after receipt or proof of  
31      renewal are provided. Costs of fingerprinting and other background checks will be the responsibility of  
32      the prospective employee.  
33

34      **Section 18.3. Provided Equipment.**

35      The District will provide gloves and aprons for all Nutrition Service employees, and safety belts to be  
36      used in District buildings.  
37

38      **Section 18.4. Professional Development.**

39      Employees whose regular shift is four (4) hours or less will receive fourteen (14) hours of additional  
40      compensation at their base hourly rate for participation in training sessions and/or courses which are  
41      required as a condition of employment, in-district approved in-service, training or Paraeducator  
42      improvement programs. Employees, whose regular shift is over four (4) hours, will receive twenty-  
43      eight (28) hours for the same purpose. Employees will be reimbursed for approved expenses incurred  
44      while in attendance at seminars, training courses, etc. Meals will not be reimbursed unless overnight is  
45      required. Prior approval from the Superintendent must be obtained. Time will be reported at a  
46      minimum of thirty (30) minutes with incremental steps of fifteen (15) minutes thereafter. The previous  
47      year of unused in-service hours will be pooled by classification and made available in the following  
48      fiscal year (September 1-August 31).

**Section 18.4.1. Extra Hours.**

Extra hours for bus drivers and cooks may exceed the limits of Section 18.4 with the approval of the supervisor and Superintendent or designee.

**Section 18.5. Paraeducator Hygiene Duties Compensation.**

Paraeducators who are assigned to programs and/or positions that require the performance of hygiene duties will be increased by one dollar (\$1.00) per hour. Hygiene duties are described as catheterization, special hygiene duties, specialized medical procedures, and other specialized procedures as identified by the Special Education Department that exceeds normally assigned job duties. Additional compensation will be documented on your timesheet and requires prior approval from your Supervisor before performing the hygiene duties.

**ARTICLE XIX**

**HOLIDAYS AND VACATIONS**

**Section 19.1. Holidays.**

**Section 19.1.1. Paid Holidays for Full-Time Employees.**

The following paid holidays will be granted to full-time classified employees:

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

\* If the holiday falls on Saturday or Sunday, the preceding Friday or the succeeding Monday may be assigned as the employee's holiday. If school is in session on the Friday or Monday, then another day mutually agreeable to the parties will be selected for the holiday.

\*\* In those years that Independence Day falls on Tuesday or Thursday, the preceding Monday or following Friday will be a holiday.

**Section 19.1.2. Paid Holidays for Less Than Full-Time Employees.**

Less than full-time employees subject to this Agreement will receive the following paid holidays:

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

\* Labor Day will be included if the employee's first required contract day is prior to Labor Day. Extra time training and/or Orientation days will not be considered required contract days.

The compensation for holidays included in this section will be added to the employee's annual salary and paid in equal monthly installments.

**Section 19.1.3. Compensation for working Holidays.**

Employees eligible for holiday pay who are required to work on any of the designated holidays will receive twice their applicable base rate in pay for all hours worked on the holiday.

**Section 19.2. Vacations.**

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

- 1 - 4 years of service 11 days annually
- 5 - 15 years of service 16 days annually
- Over 15 - 20 years of service 21 days annually
- Over 20 years of service 23 days annually

If an employee has less than one (1) year of service, vacation will be prorated according to the length of service with the District. For termination purposes, vacation will be prorated according to length of service with the District during the last year of employment. Vacations may be taken at any time during the year with supervisor approval. During spring and winter break at least one regular custodian will be on duty.

Employees working two hundred forty (240) days per year will earn five (5) days paid vacation.

Employees who are denied vacation due to the critical needs of the District will be allowed to re-schedule or carry-over the vacation time at the option of the employee. Vacations will have the following limitation of use during the summer:

- All requests must have a supervisor's approval at least one (1) week in advance of the intent to use vacation.
- Vacation will be limited to ten (10) consecutive workdays per request.
- Vacation cannot be used during the week prior to the start of school.

New employees are not entitled to vacation until the probationary period is fulfilled.

**Section 19.2.1. Vacation Carry Over.**

Vacation may be carried over for one (1) year without penalty.

**ARTICLE XX**

**SEVERABILITY**

**Section 20.1.**

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of the Agreement will continue in full force and effect.

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## ARTICLE XXI

### USE OF PERSONAL VEHICLES

#### **Section 21.1. Authorization.**

Employees will utilize their personal vehicles in performance of official District business only upon specific written authorization by the District, except that prior verbal authorization by the District may be given in emergency situations. This authorization will be requested and obtained in advance of the anticipated usage.

#### **Section 21.2. Reimbursement.**

Employees will present documentation as to actual usage of personal vehicles in a form and manner approved by the District. Upon approval, the cost-per-mile reimbursement will be that amount established by the Board of Directors for all school employees.

#### **Section 21.3. Transporting District Funds.**

An employee who transports school district funds from the Education Service Center to a financial institution will be held harmless from liability for such funds provided that the employee exercises reasonable care, and if neither fraudulent nor negligent in regard to such funds.

## ARTICLE XXII

### GRIEVANCE PROCEDURE

#### **Section 22.1. Compliance.**

Grievances 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 will be resolved in strict compliance with this Article.

#### **Section 22.2. Grievance Steps.**

For the purpose of this section “workdays” are defined as those days that the District Administration Office is open to the public.

##### **Section 22.2.1. Step 1 - Verbal.**

Employees will first discuss the grievance with their Building Principal or Supervisor. If employees so wish, they may be accompanied by a PSE representative at such discussion. All grievances not brought to the Building Principal or Supervisor in accordance with the preceding sentence within fifteen (15) workdays of the occurrence of the grievance will be invalid and subject to no further processing.

##### **Section 22.2.2. Step 2 - Written.**

If the grievance is not resolved to the employee’s satisfaction in accordance with the preceding subsection, the employee will reduce to writing a statement of the grievance containing the following:

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



The employee will within five (5) workdays of the Building Principal or Supervisor's written response in Step 1, submit the written statement of grievance to the Building Principal or Supervisor for reconsideration and will submit a copy to the official in the Administration responsible for personnel. The parties will have five (5) workdays 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 will sign it.

**Section 22.2.3. Step 3 - Superintendent.**

If no settlement has been reached within the five (5) workdays referred to in the preceding subsection, a written statement of grievance will be submitted within five (5) workdays to the District Superintendent or the Superintendent's designee. After such submission, the parties will have ten (10) workdays from submission of the written grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance will sign it.

**Section 22.2.4. Step 4 - Arbitration.**

If no settlement has been reached within the ten (10) workdays referred to in the preceding subsection, and PSE believes the grievance to be valid, the employee may, within ten (10) workdays, demand arbitration of the grievance. The grievance will be submitted to arbitration, under the Voluntary Labor Arbitration rules of the American Arbitration Association. The arbitrator will hold such hearing under oath as it may, in its sole discretion require. The decision of the arbitrator will be final and binding on the parties.

**Section 22.3. Non-Discrimination.**

The grievance or arbitration discussions will not interrupt the educational process unless the Superintendent and/or the Arbitration Panel deem it necessary. The Employer will not discriminate against any individual employee or PSE for taking action under this Article.

**Section 22.4. Cost.**

The cost of the arbitrator including per diem expenses, if any, will be borne equally by PSE and the District.

**Section 22.5.**

The arbitrator will be without power or authority to require the District to appropriate, defray or allocate local non-state funds or to require the District to take any action or to grant relief to alleviate a grievance where the State of Washington is singularly responsible for the condition of situation giving rise to the grievance.

**ARTICLE XXIII**

**TERM OF AGREEMENT**

**Section 23.1. Term of Agreement.**

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

**Section 23.2. Applicable to the Entire Term.**

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

**Section 23.3. Agreement Modifications.**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement will be reopened annually to renegotiate Schedule A, insurance benefits, and one (1) specific section of this agreement chosen by the Association, and one specific section chosen by the District herein; and provided further, that this Agreement will be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably benefit classified employees.

**Section 23.4. Agreement Printing.**

This Agreement will be printed by the Public School Employees of Washington/SEIU Local 1948 who will provide at least fifteen (15) copies to the District for distribution to management personnel and new hires. PSE will distribute copies to employees covered by this Agreement.

**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

MEDICAL LAKE CHAPTER

BY:                     /Signed by/                      
Jeff Haynes, Chapter President

DATE:                     5/23/23                    

MEDICAL LAKE SCHOOL DISTRICT #326

BY:                     /Signed by/                      
Tim Ames, Superintendent

DATE:                     5/19/23

SCHEDULE A  
MEDICAL LAKE PSE  
SEPTEMBER 1, 2022- - AUGUST 31, 2025

YEARS OF SERVICE	START	2 - 4	5	10	15	20	25	30
CAFETERIA PERSONNEL								
Café I: Kitchen Assist., Cashier	15.98	17.69	17.85	17.99	18.22	18.42	18.81	19.16
Café II: FS Asst., Transport	17.66	18.93	19.02	20.10	20.29	20.47	20.80	21.21
Café III: Kitchen Lead	17.66	18.93	19.02	20.10	20.29	20.47	20.80	21.21
Substitutes	Minimum Wage							
PARAEDUCATORS								
Paraeducator	16.04	16.44	16.51	17.59	17.79	17.91	18.26	18.59
Paraeducator-SpEd/ELL Cert	16.54	16.94	17.01	18.09	18.29	18.41	18.76	19.09
Paraeducator-Gen Cert/Behavior Cert	19.79	20.29	20.46	20.59	20.76	20.92	21.29	21.71
Paraeducator-Advanced	20.04	20.54	20.71	20.84	21.01	21.17	21.54	21.96
TRANSPORTATION								
Bus Driver	20.71	21.32	21.42	22.51	22.72	22.90	23.23	23.67
Substitute Drivers	18.50							
Bus Asst. for Special Needs Students	16.04	16.44	16.53	16.71	16.89	17.02	17.36	17.70
Substitute Bus Aide	Minimum Wage							
Technician	22.63	23.26	23.46	23.69	23.89	24.07	24.42	24.91
Transportation Assistant/Tech	23.90	24.57	24.78	25.01	25.22	25.43	25.80	26.31
Substitute Technician	Minimum Wage							
Transportation Dispatcher	20.71	21.32	21.42	22.51	22.72	22.90	23.23	23.67
CUSTODIANS								
Custodial/Maintenance Lead	22.31	22.97	23.10	23.24	23.41	23.60	23.94	24.41
Custodial/Maintenance Regular	19.19	20.64	20.71	20.88	21.07	21.26	21.60	22.03
Grounds/Maintenance	21.25	21.85	21.97	22.14	22.28	22.48	22.83	23.31
Substitutes	Minimum Wage							
SECRETARIES								
HS Secretary / Bookkeeper	21.35	22.95	23.04	23.24	23.42	23.60	23.94	24.41
Secretary	20.64	22.19	22.26	22.47	22.62	22.81	23.14	23.60
Secretary - HS Counseling	19.17	20.71	20.86	21.00	21.17	21.29	21.68	22.11
Assistant Secretary	16.97	19.72	19.81	20.00	20.15	20.34	20.67	21.09
Substitutes	Minimum Wage							
Nurse - RN	42.74	45.94	46.11	46.51	46.88	47.24	47.92	48.86
Nurse - LPN	30.49	31.34	31.56	31.84	32.04	32.29	32.80	33.46
Interpreter of Sign Language, Braille	23.61	24.30	24.37	24.57	24.75	24.95	25.33	25.83
Cert. Occupational Therapist Assistant	28.18	29.02	29.31	29.61	29.89	30.20	30.49	31.11
Health Aid	19.04	19.54	19.71	19.84	20.01	20.17	20.54	20.96
Registered Behavior Tech	23.25	24.99	25.08	25.30	25.50	25.70	26.07	26.58
SUPERVISORY ASSISTANTS								
Supervisory Assistants	15.98	16.29	16.45	16.61	16.76	16.96	17.31	17.63
Noontime / Playground assistant Overload Assistant	15.74							
TECHNOLOGY								
Building Technology Specialist	21.43	22.77	22.97	23.19	23.40	23.61	23.98	24.40
Substitute	80% of "Start" rate per hour							
Library Technology Support	19.04	20.38	20.60	20.80	21.01	21.23	21.59	22.02

## **Addendum A**

### **PROCEDURE FOR DISPLACEMENT PROCESS**

It is strongly recommended that all PSE members attend the meeting for their classification. Not attending could affect the member's job.

Employees who cannot attend the meeting may request in writing that the PSE President select a position for them. The employee will review the job list and give the PSE President an ordered list of bid choices. The President's choice is final.

The District will make available at the District Office, job descriptions and the qualifications for each position. This will give any employee the opportunity to review the job description and the qualifications of the jobs prior to the bid date. You must be qualified for the position you select. Prior to the bid you must have your credentials on file with the district. It is strongly recommended and is the responsibility of the employee to review the job descriptions and qualifications to be sure they are qualified for the position they choose. The employee should contact the building principal should they have questions about particular positions.

### **Ground Rules**

1. Qualified employees are considered affected and eligible to bump if:
  - A. The employee's position is eliminated.
  - B. The employee's position is decreased by thirty-one (31) minutes or more.
2. Employees not affected will have no bumping rights, unless at the time of the bid the employee is displaced.
3. Job selection will be by seniority.
4. Affected employees will not exceed fifteen (15) minutes to make his/her decision regarding job selection.
5. Should the District determine that the employee is not qualified for the position selected, the qualification period defined in Section 7.8 will apply and the employee, if removed from his/her position, will be placed on the layoff list, and will be entitled to all layoff rights.
6. If the affected employee is unable to bump to a position substantially equal to the position they are leaving, the employee may bump to a position with fewer hours or may elect to go on the layoff list. If the employee bumps to a position with fewer hours, those hours will be the employee's new base hours. If an employee is rified in one classification, but has changed classification within the previous year, they may bump back to the previous classification using their previous seniority date (Article X, Section 10.10).

## LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, MEDICAL LAKE PSE CHAPTER AND THE MEDICAL LAKE SCHOOL DISTRICT #326. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXIII, SECTION 23.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties agree to the following:

The Paraeducator salary schedule is designed to recognize and support the professional growth Paraeducators receive through the Washington State Paraeducator Certification program. As Paraeducators gain certificates through the Paraeducator Certificate Program, they will have the opportunity to move up one (1) or more levels in Schedule A that corresponds with the certificate earned.

Unless they have earned a specific certificate in the Washington State Paraeducator Certification Program in a previous position, all new Paraeducators will start at the **Paraeducator** level on Schedule A. Paraeducators who have successfully completed the ETS will be required to complete the Fundamental Course of Study (FSC). Starting with the 2019-2020 school year, the District must provide fourteen (14) hours of the twenty-eight (28) hour FSC. The training must be paid training for the employee and cover associated costs on the State standards of practice for all Paraeducators. The District will provide access to computers and other technology needed to be successful in obtaining the FSC and certificates.

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

Once a Paraeducator has earned either a SMC and are working in a related role they will be placed at the Paraeducator- SpEd/ELL Certificate level the following school year.

Once a Paraeducator has earned the District provided forty (40) hour Behavior Certificate and is working in a related role they will be placed at the Paraeducator-Behavior Certificate level the following school year.

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

Once a Paraeducator has earned the seventy (70) hour General Paraeducator Certificate, they will be placed at the Paraeducator - General Certificate level the following school year.

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

Once a Paraeducator has earned the seventy-five (75) hour (in addition to the seventy [70] hours for a General Certificate) Advanced Paraeducator Certificate they will be placed at the Paraeducator - Advanced Certificate level the following school year.

Evidence of completion and award of all certificates must be provided by the employee to the District office by August 31 in order to qualify for the corresponding pay increase.

Note: Paraeducators hired prior to September 1, 2022, are grandfathered in their current salary range that aligns most closely with the new levels. They are encouraged to gain the certificate that aligns with their salary range within two years.

This Letter of Agreement shall be retroactive to September 1, 2022, and shall be attached to the current Collective Bargaining agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

MEDICAL LAKE CHAPTER

BY: /E-signed by Jeff Haynes/  
Jeff Haynes, Chapter President

DATE: 03/11/24

MEDICAL LAKE SCHOOL DISTRICT #326

BY: /E-signed by Kim Headrick/  
Kim Headrick, Superintendent

DATE: 03/11/24

## LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, MEDICAL LAKE PSE CHAPTER AND THE MEDICAL LAKE SCHOOL DISTRICT #326. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXIII, SECTION 23.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties agree to amend Section 18.5 to read as follows:

1. **Section 18.5. Hygiene Duties and Compensation.**

Paraeducators assigned to positions that require the regular performance of hygiene duties will receive an additional one dollar (\$1.00) per hour while said assignment is in effect. Hygiene duties are described as toileting, catheterization, special hygiene duties, specialized medical procedures, and other specialized areas determined by the Nursing staff, or the Student Support Services Department that exceed normally assigned job requirements. In September of each school year, the District will review all Paraeducator positions that are performing hygiene duties as a routine part of their daily responsibilities as assigned by their supervisor (Principal or Director). Hygiene pay will be processed in the September paycheck. Once the positions performing said duties become a part of their regularly assigned daily responsibilities are identified, hygiene pay will resume/begin with the October paycheck. October pay will include pay from September for positions that are determined applicable.

Paras in Pre School assignments will be paid five (5) hours per day Monday through Thursday when students are in class. Para will be paid twenty (20) hours a week for the performance of hygiene duties during that year's assignment.

Paras working with Medically Fragile students will timesheet the daily tasks or turn in log sheets to receive the additional one dollar (\$1.00) per hour for the performance of hygiene duties. (Nurse, Sped Staff to designate duties and determine times).

2. Schedule A 2023-2024 is attached.

This Letter of Agreement is retroactive to September 1, 2023, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

MEDICAL LAKE CHAPTER

BY: /E-signed by Jeff Haynes/  
Jeff Haynes, Chapter President

DATE: 03/11/24

MEDICAL LAKE SCHOOL DISTRICT #326

BY: /E-signed by Kim Headrick/  
Kim Headrick, Superintendent

DATE: 03/11/24



# MEDICAL LAKE SCHOOL DISTRICT # 326

## 2023-2025 SCHEDULE A PSE

SEPTEMBER 1, 2023 - AUGUST 31, 2025

YEARS OF SERVICE	START	2 - 4	5	10	15	20	25	30
CAFETERIA PERSONNEL SALARY SCHEDULE								
Café I: Kitchen Assist., Cashier	\$16.61	\$18.40	\$18.56	\$18.71	\$18.95	\$19.16	\$19.56	\$19.93
Café II: FS Asst., Transport	\$18.36	\$19.68	\$19.78	\$20.90	\$21.10	\$21.29	\$21.63	\$22.06
Café III: Kitchen Lead	\$18.36	\$19.68	\$19.78	\$20.90	\$21.10	\$21.29	\$21.63	\$22.06
Substitutes	Minimum Wage							
PARAEDUCATORS SALARY SCHEDULE								
Paraeducator	\$16.68	\$17.10	\$17.17	\$18.30	\$18.50	\$18.63	\$19.00	\$19.34
Paraeducator-SpEd/ELL Cert	\$17.20	\$17.62	\$17.69	\$18.82	\$19.02	\$19.15	\$19.52	\$19.86
Paraeducator-Gen Cert/Behavior Cert	\$20.58	\$21.10	\$21.28	\$21.41	\$21.59	\$21.76	\$22.15	\$22.58
Paraeducator-Advanced	\$20.84	\$21.36	\$21.54	\$21.67	\$21.85	\$22.02	\$22.41	\$22.84
TRANSPORTATION								
Bus Driver	\$21.54	\$22.17	\$22.27	\$23.41	\$23.63	\$23.81	\$24.16	\$24.62
Substitute Drivers	\$18.50							
Bus Asst. for Special Needs Students	\$16.68	\$17.10	\$17.19	\$17.38	\$17.57	\$17.70	\$18.05	\$18.41
Substitute Bus Aide	Minimum Wage							
Technician/Driver Trainer	\$23.54	\$24.19	\$24.40	\$24.63	\$24.84	\$25.03	\$25.40	\$25.91
Transportation Assistant/Tech	\$24.85	\$25.55	\$25.77	\$26.01	\$26.23	\$26.45	\$26.84	\$27.36
Substitute Technician	Minimum Wage							
Transportation Dispatcher	\$21.54	\$22.17	\$22.27	\$23.41	\$23.63	\$23.81	\$24.16	\$24.62
CUSTODIANS' SALARY SCHEDULE								
Custodial/Maintenance Lead	\$23.20	\$23.89	\$24.02	\$24.17	\$24.35	\$24.54	\$24.90	\$25.39
Custodial/Maintenance Regular	\$19.96	\$21.47	\$21.54	\$21.72	\$21.91	\$22.11	\$22.46	\$22.92
Grounds/Maintenance	\$22.10	\$22.73	\$22.85	\$23.03	\$23.17	\$23.38	\$23.75	\$24.25
Substitutes	Minimum Wage							
SECRETARIES' SALARY SCHEDULE								
HS Secretary / Bookkeeper	\$22.21	\$23.87	\$23.96	\$24.17	\$24.36	\$24.54	\$24.90	\$25.39
Secretary	\$21.47	\$23.08	\$23.15	\$23.37	\$23.53	\$23.72	\$24.07	\$24.54
Secretary - HS Counseling	\$19.94	\$21.54	\$21.70	\$21.84	\$22.02	\$22.14	\$22.55	\$22.99
Assistant Secretary	\$17.64	\$20.51	\$20.60	\$20.80	\$20.96	\$21.16	\$21.50	\$21.93
Substitutes	Minimum Wage							
Nurse - RN	\$44.45	\$47.78	\$47.95	\$48.37	\$48.75	\$49.13	\$49.84	\$50.81
Nurse - LPN	\$31.71	\$32.60	\$32.82	\$33.12	\$33.32	\$33.58	\$34.11	\$34.80
Interpreter of Sign Language, Braille	\$24.56	\$25.28	\$25.34	\$25.55	\$25.74	\$25.95	\$26.34	\$26.86
Cert. Occupational Therapist Assistant	\$29.31	\$30.18	\$30.48	\$30.79	\$31.09	\$31.41	\$31.71	\$32.35
Health Aid	\$19.80	\$20.32	\$20.50	\$20.63	\$20.81	\$20.98	\$21.37	\$21.80
Registered Behavior Tech	\$24.18	\$25.99	\$26.09	\$26.31	\$26.52	\$26.72	\$27.11	\$27.64
SUPERVISORY ASSISTANTS' SALARY SCHEDULE								
Supervisory Assistants	\$16.61	\$16.95	\$17.11	\$17.28	\$17.43	\$17.63	\$18.00	\$18.33
Noontime / Playground Assistant	\$15.74							
Overload Assistant								
TECHNOLOGY								
Building Technology Specialist	\$22.28	\$23.68	\$23.89	\$24.11	\$24.33	\$24.56	\$24.94	\$25.38
Substitute	80% of "Start" rate per hour							
Library Technology Support	\$19.80	\$21.20	\$21.42	\$21.63	\$21.85	\$22.07	\$22.45	\$22.91

## LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948 MEDICAL LAKE CHAPTER AND THE MEDICAL LAKE SCHOOL DISTRICT #326 PURSUANT TO ARTICLE XXIII, SECTION 23.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

### **The parties agree to the following provisions:**

The parties agree to the following:

1. Schedule A increase of three percent (3%) for the 2024-2025 school year. Schedule A is attached to this Agreement.
2. Add a *new* section for Transportation:

#### **Section 15.11.5. Time Breakdowns.**

Time breakdowns for regular routes will be submitted by the employee on or before September 15th, or as soon as practical in the event that school start dates are changed or delayed.

Routes altered by at least ten (10) minutes per day, or time added from another bid will be modified to the correct minutes in a new time breakdown only after consistency for minimum of two (2) weeks. Differences (+/-) of ten (10) minutes per day will be submitted on an extra time sheet. New time breakdown changes submitted the 15th of the month or after would be reflected on the following months' pay. McKinney Vento runs that are added to routes will not be included on time breakdowns due to the inconsistency of route longevity.

Trip time (+/-) time when subtracting contracted routes from overlapping trips will be submitted on an extra time sheet.

Routes (midday, shuttles, and activity routes) that a contracted driver subs on will be submitted on a timesheet.

All substitute drivers time will be submitted on a timesheet.

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

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

MEDICAL LAKE CHAPTER

BY: /e-signed by Jeff Haynes/  
Jeff Haynes, Chapter President

DATE: 11/05/24

MEDICAL LAKE SCHOOL DISTRICT #326

BY: /e-signed by Dr. Kim Headrick/  
Dr. Kim Headrick, Superintendent

DATE: 11/13/24



## SCHEDULE A 2024-2025

CLASSIFICATION	YEARS OF SERVICE							
	START	2 - 4	5	10	15	20	25	30
CAFETERIA PERSONNEL								
Café I: Kitchen Assist., Cashier	\$17.25	\$18.95	\$19.12	\$19.27	\$19.52	\$19.73	\$20.15	\$20.53
Café II: FS Asst., Transport	\$18.91	\$20.27	\$20.38	\$21.53	\$21.73	\$21.93	\$22.28	\$22.73
Café III: Kitchen Lead	\$18.91	\$20.27	\$20.38	\$21.53	\$21.73	\$21.93	\$22.28	\$22.73
Substitutes	Minimum Wage							
PARAEDUCATORS								
Paraeducator	\$17.25	\$17.61	\$17.68	\$18.85	\$19.05	\$19.19	\$19.57	\$19.92
Paraeducator-SpEd/ELL Cert	\$17.72	\$18.15	\$18.22	\$19.38	\$19.59	\$19.72	\$20.10	\$20.45
Paraeducator-Gen Cert/Behavior Cert	\$21.20	\$21.74	\$21.92	\$22.06	\$22.24	\$22.41	\$22.81	\$23.25
Paraeducator-Advanced	\$21.47	\$22.01	\$22.19	\$22.32	\$22.51	\$22.68	\$23.08	\$23.52
TRANSPORTATION								
Bus Driver	\$22.19	\$22.84	\$22.94	\$24.12	\$24.33	\$24.53	\$24.88	\$25.36
Substitute Drivers	\$22.19							
Bus Asst. for Special Needs Students	\$17.25	\$17.61	\$17.71	\$17.90	\$18.09	\$18.23	\$18.60	\$18.96
Substitute Bus Aide	Minimum Wage							
Technician/Driver Trainer	\$24.24	\$24.92	\$25.13	\$25.37	\$25.59	\$25.78	\$26.16	\$26.68
Transportation Assistant/Tech	\$25.60	\$26.32	\$26.55	\$26.79	\$27.01	\$27.24	\$27.64	\$28.18
Substitute Technician	Minimum Wage							
Transportation Dispatcher	\$22.19	\$22.84	\$22.94	\$24.12	\$24.33	\$24.53	\$24.88	\$25.36
CUSTODIANS								
Custodial/Maintenance Lead	\$23.90	\$24.61	\$24.74	\$24.89	\$25.08	\$25.28	\$25.65	\$26.15
Custodial/Maintenance Regular	\$20.56	\$22.11	\$22.19	\$22.37	\$22.57	\$22.77	\$23.14	\$23.60
Grounds / Maintenance	\$22.76	\$23.41	\$23.54	\$23.72	\$23.87	\$24.08	\$24.46	\$24.97
Substitutes	Minimum Wage							



### SCHEDULE A 2024-2025 (continued)

CLASSIFICATION	YEARS OF SERVICE							
	START	2 - 4	5	10	15	20	25	30
<b>SECRETARIES</b>								
HS Secretary / Bookkeeper	\$22.87	\$24.58	\$24.68	\$24.89	\$25.09	\$25.28	\$25.65	\$26.15
Secretary	\$22.11	\$23.77	\$23.84	\$24.07	\$24.23	\$24.44	\$24.79	\$25.28
Secretary - HS Counseling	\$20.53	\$22.19	\$22.35	\$22.50	\$22.68	\$22.81	\$23.23	\$23.68
Assistant Secretary	\$18.17	\$21.13	\$21.22	\$21.42	\$21.58	\$21.79	\$22.14	\$22.59
Substitutes	Minimum Wage							
Nurse - RN	\$45.78	\$49.21	\$49.39	\$49.82	\$50.21	\$50.60	\$51.33	\$52.34
Nurse - LPN	\$32.66	\$33.57	\$33.80	\$34.11	\$34.32	\$34.59	\$35.14	\$35.84
Interpreter of Sign Language, Braille	\$25.29	\$26.03	\$26.10	\$26.32	\$26.51	\$26.73	\$27.13	\$27.67
Cert. Occupational Therapist Assistant	\$30.19	\$31.09	\$31.40	\$31.72	\$32.02	\$32.35	\$32.66	\$33.32
Health Aid	\$20.40	\$20.93	\$21.12	\$21.25	\$21.44	\$21.61	\$22.01	\$22.45
Registered Behavior Tech	\$24.91	\$26.77	\$26.87	\$27.10	\$27.32	\$27.53	\$27.92	\$28.47
<b>SUPERVISORY ASSISTANTS</b>								
Supervisory Assistants	\$17.25	\$17.45	\$17.62	\$17.80	\$17.95	\$18.16	\$18.54	\$18.88
Noontime / Playground assistant	\$17.25							
Overload Assistant								
<b>TECHNOLOGY</b>								
Building Technology Specialist	\$22.95	\$24.39	\$24.61	\$24.84	\$25.06	\$25.29	\$25.69	\$26.14
Substitute	80% of "Start" rate per hour							
Library Technology Support	\$20.40	\$21.84	\$22.06	\$22.28	\$22.51	\$22.74	\$23.12	\$23.59