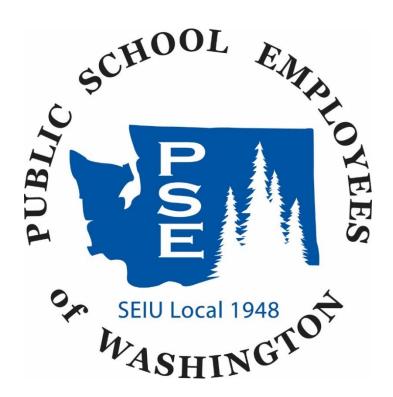
COLLECTIVE BARGAINING AGREEMENT BETWEEN

METHOW VALLEY SCHOOL DISTRICT #350

AND

PUBLIC SCHOOL EMPLOYEES OF METHOW VALLEY

SEPTEMBER 1, 2022 - AUGUST 31, 2025



Public School Employees of Washington/SEIU Local 1948

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PREAMBLE

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This Agreement is made and entered into between Methow Valley School District Number 350 (hereinafter "District") and the Methow Valley School District Local Chapter of the Public School Employees of Washington (hereinafter "Association"), an affiliate of Public School Employees of Washington/SEIU Local 1948.

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as business manager or assistant business manager, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2); supervisors whose regular assignment does not include bargaining unit work shall also be excluded; and the Transportation Supervisor.

Section 1.3.

The bargaining unit to which this Agreement is applicable is as follows: All classified employees performing duties in the District including, but not limited to the following general job classifications; Transportation, Maintenance/Custodial/Grounds, Secretarial-Clerical, Para-Professional, Professional/Technical and Child Nutrition.

Section 1.4.

The District will provide the Association with a complete job description for all employees covered by this Agreement to the Chapter President. Refer to District Policy #5230.

If a new position is created by the District during the term of this Agreement or if a current job description is significantly changed, the Agreement shall be reopened to negotiate the wage.

Section 1.4.1.

The District will provide the Association and affected staff members with draft amendments, changes, and additions to job descriptions as they occur. If additions to the job description require new competencies that the staff member does not have, the District will provide the opportunity for training in the new competencies. Job descriptions and changes shall be discussed with employees prior to expansion of the job, including job duties. Job descriptions, three (3) per year, shall be updated every three (3) years, or as needed.

Section 1.5. Labor/Management Meetings.

The District and the Association shall meet on a mutually agreeable regular basis to discuss the administration of this Agreement. Whenever possible, meetings will be scheduled outside the employee's regular work hours. If meetings occur during the regular work hours of the employee, he/she shall not receive any interruption in his/her pay or benefits to participate in the meetings.

Section 1.6. Substitutes.

Substitutes are casual employees who replace regular employees and work less than thirty (30) consecutive workdays or thirty (30) cumulative workdays in the same position within the school district fiscal year. Substitutes will be paid at the beginning step for this position and will receive mandated benefits but no other contract rights.

Section 1.6.1. Substitutes Hired into Permanent Position.

Substitutes that are hired into the position that they have been substituting in, shall have their hire date adjusted to the first day they began substituting in the same position. This applies if the substituting in the position was contiguous with the permanent position.

Section 1.7. Temporary Employees and Long-Term Substitutes.

Temporary employees work in positions created due to short-term, occasional staffing needs. Temporary positions expected to be filled more than thirty (30) workdays shall be opened and posted pursuant to Section 10.1 as regular permanent positions. Positions more than thirty (30) workdays that are not posted shall be discontinued. Temporary employees shall be paid at the beginning step for that classification and receive mandated benefits but no other contract rights.

A long-term substitute is a substitute who fills the same assignment for over thirty (30) consecutive workdays. Working in the same position thirty (30) days or more will cause the long-term substitute to be placed appropriately on Schedule A based on years of verified service in the state of Washington and the Methow Valley School District. Compensation will be retroactive.

Section 1.8. Substitutes and Temporary Employee Information.

The names, work assignments, work locations, and cumulative workdays worked by substitute or temporary employees shall be provided monthly to the Chapter President.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

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

Section 2.2.

- The right to make reasonable rules and regulations shall be considered acknowledged functions of the
- District. In making rules and regulations relating to personnel policies, procedures, and practices and
- 4 matters of working conditions, the District shall give due regard and consideration to the rights of the
- 5 Association and the employees and to the obligations imposed by this Agreement as well as the
- 6 obligations imposed by District Policies and Procedures and Washington State Law.

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Section 2.3.

It is recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss, consult or negotiate regarding matters concerning wages, hours, benefits, working conditions and grievance procedures.

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ARTICLE III

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RIGHTS OF THE EMPLOYEE

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Section 3.1.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely, and without fear of penalty or reprisal, to join and assist the Association as established by RCW 41.56.

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Section 3.2.

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

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Section 3.3.

Each employee shall have the right to bring matters of personal concern to the attention of their immediate supervisor, superintendent, or Association, with or without the assistance of the Association representatives. Employees have the right to have Association representatives at discussions that could lead to discipline between themselves and supervisors or other representatives of the district. Each employee reserves the right to have an Association representative intercede and speak on the employee's behalf regarding any issue in this agreement.

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Section 3.4.

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

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Section 3.5. Non-Discrimination.

The District and the Association shall provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion, and training.

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Section 3.6.

The District will not replace bargaining unit members with subcontractors except when the subcontracting is recommended and approved by members of the bargaining unit in the general job classification for which subcontracting is planned. Per RCW 28.A.400.285.

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Section 3.6.1. Volunteers.

The District will not fill new, open or vacant positions or replace currently employed or laid off bargaining unit members with volunteers. Volunteers are intended to supplement, not supplant, bargaining unit members.

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Section 3.7. Confrontational Situations.

Employees are expected to use reasonable measures, and the District will provide appropriate training in using those reasonable measures, as necessary to protect her/himself, another employee or students from attack, physical threat, abuse or injury, or to prevent damage to District or personal property. Such reasonable measures may include seeking assistance from another staff member or from law enforcement officers as necessary.

The District will protect and hold harmless any employee of the District from financial loss and expense arising out of any claim, demand, lawsuit, or judgment by reasons of alleged negligence or accidental damage to or destruction of property within or without the school building, provided such employee was acting in a proper manner in the discharge of her/his duties within the scope of her/his employment.

Section 3.7.1. Employee Protection.

A. The district shall provide such insurance coverage or arrange to indemnify each employee for the actual cost of the damage suffered to personal property in the course of maintaining order and discipline in his/her employment. Loss or damage to personal property suffered as a result of employee negligence is not compensable. Such coverage shall specifically include, but shall not be limited to, vandalism suffered by an employee's vehicle while said vehicle is parked on property owned or controlled by the employer during said employee's ordinary work hours, or while said employee is engaged in the performance of duty for the employer.

B. Threats to Safety. Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the Superintendent or designee, supervisor and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the District officials in cooperation with the employee(s) to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel or other necessary steps to ensure employee safety. Precautionary measures for the employee's safety shall be reported to the employee by the Superintendent or designee at the earliest time.

C. The school district will employ a notification system that may include social media, hand held devices, a building-based system or other proven systems that will reach employees in the event of emergencies, school closures or other unforeseen events.

D. Video footage may be viewed by classified employees in the presence of a supervisor.

Section 3.8. Administration of Medication.

The administering of medication and ongoing health intervention to students shall be the responsibility only of employees trained for that purpose. Yearly training and ongoing supervision, by the designated district licensed health professional will be provided for all employees responsible for the administration of medication. Whenever possible, employees accepting responsibility for "supervision of students" shall be informed of medical problems by the district health professional of any student for which they are responsible, to protect the health and safety of the student.



Section 3.8.1. Infection Control Program.

In order to safeguard the school community from the spread of certain vaccine-preventable diseases, District Policy #6512 shall be followed.

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Section 3.9. Recess Supervision Paraeducators.

Winter outside temperatures (including wind chill factor) shall be monitored at Methow Valley Elementary per NOAA at the Winthrop Smokejumpers base and if the temperatures drops below twenty (20) degrees Fahrenheit, paraeducators shall be assigned to inside student supervision.

For safety of the students and staff, the District shall determine the student count for each recess to ensure enough paraeducator supervision coverage on the playground.

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Section 3.10. Personnel Files.

There shall be only one (1) official personnel file for each employee to be kept in the District Administration Office. Each employee shall have the right to review the contents of his/her personnel file. During the review, an official or representative of the Association may be present, and the employee may initial and photocopy any material in the file, at District expense.

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Each employee shall be provided a copy of all material placed in his/her official personnel file within five (5) workdays of its insertion into the file. An employee may attach comments to any material that is a part of the official personnel file. The employee will sign and return a statement of receipt of such material. The employee shall have the right to purge non-legal derogatory material from his/her employee file after five (5) years, provided that it does not have a bearing on the employee's job performance (evaluations) or on the efficient and effective management of the District and is not related to current or pending legal action. Any derogatory material which is not brought to the attention of the employee in compliance with this section may not be used for any purpose adverse to the employee. Any material contained in the file may be removed at any time by mutual agreement between the employee and the superintendent.

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Section 3.11. Working File.

Supervisors, for the purpose of evaluation, may keep a working file at the job site for the duration of the evaluation period. The evaluation period shall be from the beginning of the school year through the end of the employee's contract year. After an evaluation is completed and signed by the employee, the evaluation will be transferred to the employee's personnel file. Employees shall have the right to review and copy their own working file material. If the supervisor receives a complaint or a commendation, the paper work shall be placed in the working file with the name of the person and a full description of the incident. Working files will be purged before the beginning of each new academic year.

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Section 3.12. Evaluations.

The District shall provide each classified employee with an annual written evaluation. All evaluations shall use the form(s) included as Attachment A of this Agreement. The employee evaluation shall be completed at least ten (10) workdays prior to the conclusion of the employee's contracted work year. As part of the annual evaluation, a conference between the supervisor and the employee shall be held. A copy of the evaluation must be given to the employee at the conference or within ten (10) working workdays of the evaluation conference. Employees may attach comments within twenty-two (22) business workdays of receiving a written evaluation. Employees shall sign the evaluation. This signature only acknowledges receipt of the evaluation.

Section 3.12.1. Unsatisfactory Evaluations.

All evaluations reflecting an overall "unsatisfactory" level of performance shall be completed as early in the school year as possible and shall state specific reasons for the unsatisfactory rating, the remedial action expected by the employee to improve to a satisfactory rating, and specific remedial training recommended, if any, as an aid to improve the employee's performance.

For employees with an overall rating of unsatisfactory, the administrative supervisor and the employee will meet every twenty to twenty-five (20-25) business workdays that the employee is at work unless another timeline is mutually agreed upon in writing, until such time as the unsatisfactory performance has been improved to a satisfactory rating or the employee is terminated subject to the grievance procedure as hereinafter provided. An employee has the right of Association representation throughout this process.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

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

Section 4.2.

The Association President shall promptly be notified by the District and the employee affected of any grievance(s) or disciplinary action(s) of any employee in the bargaining unit in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein. The Association is entitled to have an observer at hearings conducted by any District official or body arising out grievances or disciplinary actions and to make known the Association's views concerning the case.

Section 4.3.

The Chapter President and/or designated representative(s) will be allowed, without loss of pay to a maximum of five (5) workdays per year for the purpose of conducting Association business or to attend regional or State PSE events. The Chapter President shall provide the Superintendent and the employee's supervisor at least five (5) workdays notice of each employee's use of Association leave. No more than two (2) employees district-wide may utilize such leave on any given day.

Section 4.4. New Hire Notification.

The Employer will provide the Chapter Executive Board with an electronic notification of the name, address, classification, job title, work location, and work email address of all newly hired bargaining unit employees at least three (3) workdays before they begin their first day on the job.

Section 4.5.

The District shall provide Public School Employees of Washington/SEIU Local 1948 (PSE) with information regarding each employee in the bargaining unit: name, hire date, FTE, salary information,

address and phone number. The District shall also provide this information to the Chapter President. The preceding data for new employees will be provided to the Chapter President within ten (10) workdays of their hire date. The District shall also provide the Association President with a list of employees by seniority and classification upon request.

Section 4.5.1. Member Lists.

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

Section 4.5.2. Access to New Employees of the Bargaining Unit.

The Employer will provide PSE access to new employees of the bargaining unit for the purposes of presenting information about PSE to the new employee during a New Employee Orientation, if scheduled. The access is for no less than thirty (30) minutes; and the access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the Employer and PSE. The district will provide the access within ten (10) days of the employee's hire date if there is no scheduled New Employee Orientation.

In cases where New Employee Orientations do not take place the PSE President or designee may work with his/her Supervisor or Superintendent to provide release time to visit each site.

Section 4.5.3. New Employee Orientations.

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

The Employer will provide PSE no less than thirty (30) minutes to make a presentation at the beginning of each New Employee Orientation. Employer representatives shall not be present during PSE's presentation. PSE shall have the right to distribute materials, such as PSE new hire packets, at the Orientation.

Section 4.6.

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

Section 4.7. Use of Facilities and Equipment.

The Association shall have the right to use District facilities and equipment normally used by employees, including, but not limited to computers, copiers, calculating machines and all types of audio-visual equipment at reasonable times outside employee's contracted time. The Association agrees to reimburse the District for copies at ten (\$0.10) cents per copy.

Section 4.8. Right to Attend Association Meetings.

With permission of their supervisor, bargaining unit members will be allowed to flex their work shift in order to attend Association Meetings.

Section 4.9. Bulletin Boards.

The District shall provide a bulletin board space in each school and the transportation building for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. The responsibility for prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1.

The workweek shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) consecutive workdays of rest, Saturday and Sunday; provided, however, the District may

assign an employee to a workweek of any five (5) consecutive workdays which are followed by two (2) consecutive workdays of rest, except as provided in Section 5.2.

Section 5.2.

Each employee shall be assigned to a definite, regular shift and workweek, which shall not be changed on a permanent basis unless three (3) weeks' notice is given to the employee. Employees will be notified of specific reasons for the proposed shift change(s). Proposed shift changes will be discussed with the employee prior to implementation to evaluate alternatives. Final shift changes, if any, shall be determined by the District. Preference for shift change positions will be given based on seniority, within classification as defined in Section 1.3. and will be posted.

Section 5.2.1. Shifts.

Shifts are:

Workdays
 Swing
 Graveyard
 7:00 a.m. to 3:00 p.m. to 11:00 p.m.
 11:00 p.m. to 7:00 a.m.

For the purpose of determining shift premiums, an employee's shift will be the one in which the majority of his/her work hours fall.

Section 5.2.2. Four (4) Day, Ten (10) Hour Shift.

During the summer or other periods when school is not in session, year-round employees may request to work a shift of four (4) ten (10) hour workdays. The day will consist of at least ten and one-half $(10\frac{1}{2})$ hours with a minimum of an uninterrupted one-half (1/2) hour unpaid lunch as near the middle of the shift as is practicable, in addition to two (2) fifteen (15) minute paid rest periods as near the middle of each half shift as is practicable. During a four (4) day, ten (10) hour workweek, an employee shall be paid at the overtime rate for hours worked over



forty (40) hours per week. Requests for working four (4) ten (10) hour workdays shall be submitted to the supervisor at least three (3) weeks prior to the four (4) ten (10) hour shift beginning.

Summer begins on the first Monday after school is out for the summer and ends two (2) weeks prior to the first day of school.

Section 5.3.

Both parties recognize that some employees covered in this agreement have numerous duties; employee(s) will discuss schedules with direct supervisors and/or Principal(s) to avoid timeline conflicts with other duties. *

* Intent: To provide employees with adequate transition time between duties.

Section 5.4. Overtime.

Overtime assignments shall be assigned in accordance with the seniority provisions as hereinafter provided (Section 10.5.).

Section 5.4.1. Overtime Assignments.

In the assignment of overtime, the District agrees to provide the employee with as much advance notice as is practicable in the circumstances. All overtime must have prior approval of the supervisor. The workweek for calculating overtime will be Sunday through Saturday. If the work is contiguous, overtime will continue until the work is completed. Example: Overnight or weekend trips, custodial or maintenance work continuing through Saturday night. Saturday through Sunday is contiguous work.

Section 5.4.2.

All hours in excess of forty (40) hours per week shall be compensated at the rate of one and one-half $(1\frac{1}{2})$ times the employee's base hourly rate.

Section 5.5. Compensatory Time.

Only employees who work in excess of forty (40) hours in a workweek, to include a holiday, will be granted compensatory time off on a one and one-half (1½) basis in lieu of overtime compensation at the employee's option. Time off shall be at a mutually agreed upon time. Compensatory time shall be used within two (2) months from the date of overtime worked. Compensatory time accrued is limited to a maximum of forty-eight (48) hours within each comp time period. Compensatory time not used within the two (2) months shall be submitted to the payroll office the following month as overtime.

All overtime and/or compensatory time must be approved in advance.

Section 5.5.1. Flex Time.

Employees may request flex time, which allows an employee to trade time in one's schedule. The flex time must occur within the pay period of the request. Flex time does not include the trading of hours/time between employees. Overtime hours are not involved. All flex time must be preapproved by the employee's supervisor or building administrator.

Section 5.6.

Employees called back to work by a District official on a regular workday or called on the sixth (6^{th}) or seventh (7^{th}) consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.



Section 5.7. School Closure/Late Start.

- In the event of an unusual school closure or delay due to inclement weather, plant in operation, or the
- like, the District will make every effort to notify each employee to refrain from coming to work.
- Employees reporting to work shall receive a minimum of two (2) hours pay at their regular rate in the
- event of such closure or delay; 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 leaving home for work.

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Employees shall not be required to make up time due to a delayed/late start school day.

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Section 5.8. Full-Time Employees.

A full-time employee for the purpose of this section has a work year of two hundred, sixty (260) workdays at eight (8) hours per day (or is working a shift per Section 5.2.2.).

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Section 5.9. Planning/Prep/Email Time.

Coordination between Paraeducators and their supervising teacher shall be done on duty time, not during lunch or rest periods. Paraeducators shall be allowed up to fifteen (15) minutes daily to read and answer job related emails.

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Employees may use up to ten (10) minutes of their shift to check job related emails.

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If an employee is in need of a school issued Chromebook to allow them access to job related emails, the individual will notify their Supervisor of this need. Chromebook or other devices are the property of the school district. Employees shall adhere to District policy regarding online and email usage.

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Section 5.10. Lunch and Rest Periods (WAC 296-126-092).

A regular work shift shall consist of eight and one-half (8½) hours which includes an uninterrupted thirty (30) minute unpaid lunch period as near the middle of the shift as is practicable, and also a fifteen (15) minute first half and a fifteen (15) minute second half paid rest period, which shall also occur as near the middle of each half shift as is practicable.

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Any shift of six and one-half (6½) hours up to eight (8) hours, shall receive an unpaid thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable. The employee shall also receive a fifteen (15) minute first half and a fifteen (15) minute second half paid rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

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Any shift of four and one-half $(4\frac{1}{2})$ hours up to six and one-half $(6\frac{1}{2})$ hours, shall receive an unpaid thirty (30) minute uninterrupted lunch period and one (1) fifteen (15) minute paid rest period.

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Any shift of three (3) hours up to four and one-half (4½) hours, shall receive one (1) fifteen (15) minute paid rest period as near the middle of the shift as is practicable. No employees shall be required to work more than three (3) hours without a rest period.

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Employees working up to three (3) hours shall receive no rest period.

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Employees shall be allowed five (5) minutes paid transition time before and after lunch.

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

Section 5.12.

Employees requested to work a shift regularly filled by an employee in a higher paid position shall receive compensation equal to that normally received by the employee in the higher paid position. Any employee requested by their supervisor to work in a lower paid position will receive their regular rate of pay.

Section 5.13.

Recognizing that personnel in the transportation department present special shift problems, the parties agree that shifts and route schedules for regular daily scheduled bus runs shall be established in transportation in relation to routes and driving times requisite to fulfilling tasks assigned by the Director of Operations/Transportation.

- 1. Regularly scheduled bus routes are the transporting of students to and from school on Club, Pre-School run, TwispWorks Campus shuttle(s) and summer school.
- 2. All regular daily scheduled bus route times shall be established at annual in-service before each school year by the Director of Operations/Transportation. If a position increases/decreases by more than thirty (30) minutes for more than twenty (20) consecutive work workdays, that position, along with all other routes, shall be rebid, by seniority.
- 3. Each driver shall be paid for one (1) fifteen (15) minute pre-trip inspection for AM routes and ten (10) minutes for a limited inspection for Midday/PM routes. Each driver shall be paid for one (1) thirty (30) minute post-trip cleaning and fueling per day. All inspections, fueling and cleaning time shall be included in contracted route times.
- 4. All assignments shall begin and end at the District bus garage, unless otherwise directed by the Director of Operations/Transportation.
- 5. All routes are subject to bid on or before the annual in-service and shall be awarded by seniority.
- 6. If a driver uses a "spare" bus or a bus that they have not driven before that day for a PM route, the driver shall be allowed one (1) fifteen (15) minute pre-trip inspection of that bus. If a "spare" bus has been left at the high school, the limited inspection shall apply.
- 7. Any extra time shall be approved by the Director of Operations/Transportation prior to the commencing of any extra work, except for inclement weather or other unforeseen circumstances.
- 8. If a driver is absent, the substitute hired to drive for the absent driver will drive the AM, PM, and shuttle (if part of the regular driver's assignment). If the substitute is unable to drive the shuttle, then regular drivers that have signed up on the shuttle board shall be utilized by seniority.
- 9. When there are new reoccurring shuttles, this shall not cause a rebid of all other routes. These new, reoccurring shuttles will be added to the bottom of the shuttle board.
- 10. If a regularly contracted driver vacates their position, there shall be a rebid of all routes.
- 11. Drivers shall be permitted to timesheet up to forty-five (45) minutes per week to wash their bus.

Section 5.13.1. Time Worked.

Bus drivers will be paid for all authorized time worked, including, but not limited to Pre-trip inspections, travel time to and from point of bus trip origin, post-trip, fueling, bus cleaning, actual drive time, in-service and all other bus-related activities.

Section 5.14. Definition of Extra Trips.

Any and all bus trips other than regular daily scheduled bus runs. Bus driver's extra trip rate paid at the mechanics year twelve (12) rate of pay or their current rate of pay, whichever is higher. Mechanic's extra trip rate shall be at the mechanic's current wage rate.

- 1. "Last Minute" trips are those that are received within twenty-four (24) hours of departure.
- 2. Total hours include pre/post trip, cleaning, and drive time for an extra trip.
- 3. Shop Board Trips entails work that does not involve the transportation of students. Shop Board Trips are unique in nature as they may require short notice.

There will be a Shop Board and a Summer Board in the Transportation Department. Drivers interested in extra work during the summer or assisting in the shop shall sign up on the board(s) each year.

Section 5.14.1. Posting of Extra Trips.

Each extra trip shall be posted for driver consideration as soon as available. Postings shall include the following information: Date of trip, time of departure, origin and destination, and type of activity.

Section 5.14.2. Extra Trip Assignment Procedure.

Extra trips shall be posted and assigned by the Director of Operations/Transportation each Wednesday morning after morning routes, in accordance with a rotating, by seniority, roster. On Thursday morning, after bus routes, the assignments shall be finalized. Drivers may pass during the twenty-four (24) hour period between Wednesday and Thursday morning. Also, on Thursday morning, those drivers that accept open trips are committed to take the trip unless legitimate emergency circumstances prevent the driver from the assignment.

If Thursday is a non-school day, trips shall be assigned on the last school day of the week after morning routes. The rosters (Regular, Two-Hours or Less and Last Minute) will be established at the beginning of each school year by seniority in each category for those regular drivers wishing to take extra trips. Any driver that adds their name to the rotation after the school year has begun shall have their pin placed at the bottom of the rotation for that week and shall be placed in seniority order thereafter. Trips shall be assigned in order of their departure date and time for the following week, beginning Monday and ending Sunday. If two (2) trips depart at the same time on the same day, the trip with the latest return time will be assigned first. Drivers taking extra trips and eligible drivers declining extra trips shall move to the bottom of the eligibility list. Should all drivers on the extra trip roster decline a particular trip, the Director of Operations/Transportation or designee shall follow the order below to assign the extra trip:

- 1. All qualified drivers within the transportation department with a current Class B or better CDL plus a passenger endorsement with pegs.
- 2. All qualified drivers within the transportation department with a current Class B or better CDL plus a passenger endorsement without pegs.



- 3. Utilize other district qualified personnel with a current Class B or better CDL plus a passenger endorsement.
- 4. Utilize qualified subs with a current Class B or better CDL plus a passenger endorsement.

When a driver is eligible for more than one extracurricular trip in a day, he/she shall take the earliest trip or may by mutual agreement, trade with another driver in line for other extracurricular trips. If a trip cancels, the driver shall move to the top of the rotation(s) until assigned, and then return to his/her regular placement on the roster. The rotation shall not be changed for drivers accepting or declining "last minute" trips, i.e., those trips with less than twenty-four (24) hours' notice from the time of departure.

Section 5.14.3. Extended Extra Trips/Overnight Trips.

Any driver returning from an extended extra trip or overnight trip, who is unable to have a minimum of six (6) hours of uninterrupted rest time prior to their regularly scheduled AM run, shall not driver that AM run, but shall receive pay at the regular rate for that AM run.

A driver shall not be scheduled for more than ten (10) hours of driving time or for not more than-eighteen (18) hours of on duty time in any twenty-four (24) hour period, except in emergencies which require the driver to complete a trip.

A driver shall be provided six (6) consecutive hours off during each twenty-four (24) hour period. A driver shall receive a fifteen (15) minute break after three (3) hours of continuous driving.

A driver shall not be on duty more than sixty (60) hours in any seven (7) workdays.

Every driver shall keep the Director of Operations/Transportation informed of his/her driving schedules with all other employers that would affect his/her driving time with the Methow Valley School District. No work with another employer shall make the district school bus driver violate the standards set forth in this Agreement.

Section 5.14.4. Extra Bus Trips Two Hours or Less.

An extra bus trip of two (2) hours or less is any bus trip other than a regular scheduled extra run. Extra bus trip of two (2) hours or less shall be assigned by the Director of Operations in charge on a rotating roster maintained for that purpose. Drivers shall receive a minimum of two (2) hours pay for all extra bus trips of two (2) hours or less at each driver's regular rate.

- 1. The extra bus trip of two (2) hour or less a roster shall be established at the beginning of each school year and shall be by seniority.
- 2. Extra bus trips of two (2) hours or less shall be posted on a weekly basis.
- 3. If the driver at the top of the list has two trips that occur at the same time, the driver will choose the one he/she wants. The trip remaining will be assigned by the Director of Operations/Transportation to the next driver in rotation.
- 4. If an extra bus trip of two (2) hours or less is canceled after being assigned, that driver will go to the top of the roster until assigned, and then return to his/her regular location on the roster.



Section 5.14.5. Shop Board Trips.

Each Shop Board trip shall be posted for driver consideration as soon as available. Postings shall include the following information: Date of trip, time of departure, origin, and destination. The roster shall be established at the beginning of each school year by seniority for those regular drivers wishing to take shop board trips. Any driver that adds their name to the rotation after the school year has begun shall have their pin paced at the bottom of the rotation for that week and shall be placed in seniority order thereafter.

Shop Board Trips are unique in nature as they may require short notice. The Director of Operations/Transportation or designee shall contact drivers from the seniority list (by seniority) to take the trip. In the Director's absence, the following people, in this order, will assume responsibility: Secretary of Director of Operations, the District Superintendent.

Drivers who sign up for trips may pass on trips, moving them down on rotation. If all drivers decline the trip, then a substitute driver shall be utilized. If the date or time of proposed trip is revised, the driver shall have the option of declining the trip without losing his/her seniority status on the board. If a trip cancels, the driver shall move to the top of the rotation(s) until assigned, and then return to his/her regular placement on the roster.

Section 5.15. Trip Chaperones.

To maintain bus safety, a district authorized chaperone is required on buses being utilized to transport students on extra-curricular trips and would not be for regular a.m., p.m. pick-up or daily shuttles.

Section 5.16. Van/SUV Usage.

When transporting ten (10) or more students, a bus shall be used. If it is determined that another form of transportation (van or SUV) needs to be used for transporting ten (10) or more students, a district bus driver shall operate the second vehicle.

ARTICLE VI

EMPLOYEE NOTIFICATION

Section 6.1.

The District shall provide employees with a Notice of Reasonable Assurance of Employment for the next school year by May 15 of the current school year.

ARTICLE VII

TRANSFER OF PREVIOUS EXPERIENCE

Section 7.1. Washington School District Experience.

The District shall adhere to RCW 28A.400.300 to include subsection 2 - When any certificated or classified employee leaves one school district within the state and commences employment with another school district within the state, the employee shall retain the same seniority, leave benefits and



- other benefits that the employee had in his or her previous position. However, classified employees
- who transfer between districts after July 28, 1985, shall not retain any seniority rights other than
- longevity when leaving one school district and beginning employment with another. If the school
- district to which the person transfers, has a different system for computing seniority, leave benefits,
- and other benefits, then the employee shall be granted the same seniority, leave benefits and other
- benefits as a person in that district who has similar occupational status and total years of service. If a
- transferring-in employee is hired into a classification different than the classification held at the
- previous school district within the last two (2) years, the transferring-in employee shall be granted the
- same longevity (including years of experience on the salary schedule and vacation credit but excluding
 - seniority), leave benefits and other benefits, as an employee in the Methow Valley School District who

made a change in classification.

Section 7.2. Similar Work Experience.

All new classified employees shall be placed at year one (1) of the salary schedule (per attached Schedule A) during their first (1st) year of employment. In the second (2nd) year of employment, the employee has the opportunity to skip year two (2) and advance to year three (3) if he or she has at least two (2) years of relevant experience in a previous job. In such a case, the employee must submit proof of prior work experience showing the relevance to the employee's position within the district, along with the length of employment in the prior job(s) to the Superintendent by May 15. The Superintendent will make a determination by May 30 and notify the employee of the District's decision.

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Section 7.3.

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

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ARTICLE VIII

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HOLIDAYS AND VACATIONS

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Section 8.1. Holidays.

All full-time employees shall receive the following paid holidays:

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- 1. Labor Day
- 2. Veterans Day
- 3. Thanksgiving Day
- 4. Day after Thanksgiving/Native American Heritage Day
- 5. Christmas Eve Day
- 6. Christmas Day

7. Day after Christmas Day

- 8. New Year's Day
- 9. Martin Luther King Day
- 10. Presidents Day
- 11. Memorial Day
- 12. Independence Day
- 13. Juneteenth

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Section 8.1.1.

Less than full-time employees shall receive the following paid holidays:

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- 1. Labor Day (only for 200 workday employees)
- 2. Veterans Day

- 7. Day after Christmas
- 8. New Year's Day

3. Thanksgiving Day

- 4. Day after Thanksgiving/Native American Heritage Day
- 5. Christmas Eve Day
- 6. Christmas Day

- 9. Martin Luther King Day
- 10. Presidents Day
- 11. Memorial Day
- 12. Juneteenth (if during school year)

Section 8.1.2. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either his/her last scheduled shift preceding the holiday or his/her first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness he/she was unable to work on either of such shifts, and his/her absence previous to such holiday by reason of such illness has not been longer than thirty (30) regular work workdays.

Section 8.1.3. Worked Holidays.

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus twice the rate for the job for all hours worked on such holidays, unless the employee starts to work at 10:00 p.m. or thereafter on that date.

Section 8.1.4. Holidays During Vacation.

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

Section 8.1.5.

Full time employees will receive an unpaid floating day/workday for calendar years that exceed two-hundred sixty (260) workdays.

Section 8.2. Unpaid Holidays.

Employees are entitled to two (2) unpaid holidays 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. The employee may select the workdays on which the employee desires to take the two (2) unpaid holidays after consultation with their supervisor. If an employee prefers to take the two (2) unpaid holidays on specific workdays for the above reasons, the employer must allow the employee to do so unless the employee's absence would impose an undue hardship on the employer.

Section 8.2.1.

Employees will submit an "Unpaid Holiday" request to their immediate supervisor ten (10) workdays in advance of the requested unpaid holiday. No more than two (2) employees per worksite/building may be absent for an unpaid holiday on any given day. The unpaid holiday may not be used:

- 1. To extend vacations, breaks, or holidays; or
- 2. As vacation workdays; or
- 3. To shorten the school year.

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



Section 8.3. Vacations.

Upon completion of the first (1st) year of service with the District, each full-time employee shall be granted ten (10) workdays paid vacation per year. Upon completion of the fifth (5th) year of service, each full-time employee shall be granted one (1) additional day paid vacation for each year to a maximum of twenty (20) workdays paid vacation per year.

Section 8.3.1.

It is mutually agreed that vacation shall be granted at the request of the employee provided that it will not disrupt normal activities of the school district and provided that the vacation request is made in writing at least ten (10) calendar workdays prior to the first day of vacation, if possible.

Section 8.3.2.

All hours worked will be counted in the computation of vacation credit, and hours worked at premium rates shall be counted as straight time hours in such computation. For every regular work day from which an employee is absent due to a holiday, or compensated leave, the hours of the employee's normal work shift shall be credited as if worked.

Section 8.3.3.

Time on layoff and time on authorized leave of absence will be counted as continuous service for the purpose of establishing and retaining eligibility dates.

Section 8.3.4.

Except as provided in the following section, any vacation credit currently due but unused by the new accrual date each year may be carried over for one (1) year following the accrual date with the approval of the immediate supervisor and administration. No vacation may be carried over for more than one (1) year beyond the date on which it became due; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs.

Section 8.4. Professional Workdays.

In school years where the District has up to six (6) Professional Workdays and two (2) "full-day" Conference Workdays, classified employees shall work these workdays, in consultation with the District. The District may require up to three (3) workdays of staff development before the start of the school year as part of this time. The District shall notify employees by May 15 of the back-to-school training workdays. It is understood by both parties that if a school-year employee chooses to not work on contracted Professional Workdays during the school year, the employee shall not use sick leave or personal leave on these workdays unless approved by the Superintendent.

ARTICLE IX

LEAVES

Section 9.1.

Sick leave shall be granted to each contracted employee to a maximum of ninety-six (96) hours per year. Sick leave shall be vested when earned. The District shall project the number of annual hours of sick leave at the beginning of the school year according to the estimated contracted hours the employee

1 2 3 4 the sick leave is taken. 6 7 Section 9.1.1. 8 9 10 11 12 13 14 15 compensation shall be determined as follows: 16 17 18 monetary compensation, an employee: 19 20 21 22 23 24 25 26 27 28 convert shall be determined by: 29

is to work during that year. The employee shall be entitled to the projected number of hours of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of workdays of sick leave, sick leave benefits will be paid in accordance with his normal daily work shift at the time

The District shall provide a Sick Leave Attendance Incentive Program which shall include provisions for the annual conversion of accumulated sick leave and for the conversion of sick leave upon retirement or death as provided for in WAC 392-136-015, WAC 392-136-020. Each January after the effective date of this Agreement, each eligible employee of the District may elect to convert excess sick leave to monetary compensation as per the following:

Eligible employees, excess sick leave, and the conversion of excess sick leave to monetary

- A. Eligible Employees: In order to be eligible to convert excess sick leave workdays to
 - 1. Shall have accumulated in excess of sixty (60) full workdays of unused sick leave at a rate of accumulation no greater than one (1) full day per month (a maximum of twelve [12] workdays per year) as of the end of the previous calendar year; and
 - 2. Shall provide written notice to his or her employer during the month of January of his or her intent to convert excess sick leave workdays to monetary compensation.
- B. Excess Sick Leave: The number of sick leave workdays which an eligible employee may
 - 1. Taking the number of sick leave workdays in excess of sixty (60) full workdays that were accumulated by the employee during the previous calendar year at a rate of accumulation no greater than one (1) full day per month (a maximum of twelve [12] workdays per year); and
 - 2. Subtracting therefore the number of sick leave workdays used by the employee during the previous calendar year. The remainder, if any, shall constitute the number of sick leave workdays, which may be converted to monetary compensation.
- C. Rate of Conversion: Sick Leave workdays that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent (25%) of the employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Partial workdays of eligible sick leave shall be converted on a pro rata basis.

All sick leave workdays converted pursuant to this section shall be deducted from an employee's accumulated sick leave balance.

Compensation received pursuant to the above shall not be included for the purpose of computing a retirement allowance under the Public Employees Retirement System.



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Section 9.2. On-The-Job Injury and Leave.

When an employee is injured on the job and is unable to perform his/her duties as a result of an on-the-job injury or occupational disease or illness, and is certified off-work by a doctor, the employee may elect to use leave as follows:

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

Section 9.3.

Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given credit for such accrued sick leave upon employment by the District.

Section 9.4.

Sick leave may be used in the event of illness within the immediate family of the employee. For purposes of this provision, immediate family shall mean spouse, significant other, parent (including someone that stood "in loco parentis" to the employee, child (includes biological, adopted, foster, stepchild, legal ward and a person under or over the age of eighteen who is incapable of self-care for whom the employee stands in "loco parentis" in place of the parent), grandchild, grandparent, parentin-law and sibling.

Section 9.5. Sick Leave Exhaustion.

as allowed under the Family Medical Leave Act.

At the exhaustion of sick leave, an employee who is unable to perform his or her duties because of sickness, injury or other disability shall, upon written request and approval by the board, be granted an unpaid leave of absence for the time requested or until the beginning of the next school year.

Application for said leave shall be made in writing to the Superintendent and forwarded to the Board. For those who qualify, the District shall continue to pay its share of the medical and dental premiums

Section 9.6. Leave Sharing.

- A. <u>Right to Donate</u>: Employees may donate annual leave or sick leave to a fellow employee who is suffering from or has a relative or household member who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition; a fellow employee who is a victim of domestic violence, sexual assault, or stalking; or a fellow employee who has been called to service in the uniformed services, which has caused or is likely to cause the employee to take leave without pay or terminate his *or* her employment. Per RCW 41.04.660.
- B. <u>Minimum Accumulation</u>: An employee who has an accrued leave balance of more than twenty-two (22) workdays may donate leave.
- C. <u>Limits</u>: Employees cannot donate leave that would result in their cumulative leave account going below twenty-two (22) workdays.
- D. <u>Status of Leave Employees</u>: While an employee is on leave under this section, he/she shall be classified as an employee and shall receive the same treatment in respect to salary, wages and employee benefits as the employee would normally receive if using sick leave.
- E. The reason an employee needs sick leave donations shall remain private.

Section 9.7. Bereavement Leave.

- 2 Death in the immediate family Immediate family shall include spouse, domestic partner, children,
- stepparent, grandparent, grandchildren, sister, brother, mother-in-law, father-in-law, sister-in-law,
- brother-in-law, son-in-law, daughter-in-law, or any person living in the immediate household as a
- 5 member of the family. Included within each category above will be step-relations and legally
- 6 designated foster relations who are within the immediate family.

Bereavement leave shall be granted as follows: for the death of a spouse, parent, or child, five (5) workdays without loss of pay shall be allowed; for all others, two (2) workdays without loss of pay shall be allowed; and three (3) additional workdays without loss of pay may be granted at the discretion of the superintendent. Bereavement leave shall not be deducted from sick or emergency leave and is noncumulative.

An employee may request one (1) additional noncumulative bereavement day per year to be used for a friend or family member not listed in this section or for extended bereavement leave for a family member listed in this section. If these days have been used, an employee may use personal leave, vacation, emergency leave or sick leave.

Section 9.8. Emergency Leave.

Emergency leave is intended for problems for which preplanning is either not possible or could not relieve the necessity for the employee's absence. Such paid emergency leave shall be granted up to two (2) workdays per year. For purposes of this section, an emergency is a situation that is serious, of importance, essentially unavoidable and of such a nature that generally preplanning by the employee is not possible. Emergency leave is not deducted from sick leave.

Section 9.9. Maternity Leave.

An employee shall notify her supervisor as early as possible of the expected date of birth of the child.

Section 9.9.1.

An employee is eligible to take a leave of absence from her position for the period of time the employee is sick or temporarily disabled because of the pregnancy or childbirth at a time mutually agreed upon with the Superintendent. The employee shall return to work after the birth of the child when she has received a release from her physician and at a time mutually agreed upon with the Superintendent. Such leave will be compensated from that leave accumulated, if any, under Section 9.1.

Section 9.9.2. Temporary Disability Leave Due to Pregnancy.

An employee may request from the superintendent unlimited additional unpaid workdays of leave either prior to or after the period of temporary disability due to pregnancy. However, in no case shall this unpaid leave go beyond the school year unless authorized by the District.

Section 9.10. Judicial Leave.

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. Any expense reimbursement received by a staff member for jury duty performed on a contract day shall be retained by the staff member. In the event that an employee is a party in a court action, such employee may request the appropriate leave (vacation, personal leave or leave of absence).

Section 9.11. Leave of Absence.

- 2 Upon recommendation of the immediate supervisor through administrative channels to the
 - Superintendent, and upon approval of the Board of Directors at the earliest Board meeting after the
- request is made, as defined below, an employee may be granted a leave of absence for a period not to
- 5 exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1)
- additional year may be granted. Such request shall be submitted in writing no later than ten (10)
- workdays prior to the next regularly scheduled business Board meeting. The ten (10) workdays will be
 - waived by the Superintendent in the case of an emergency request as defined in Section 9.3.

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Notices of intent to return shall be submitted in writing to the Superintendent prior to April 15 in order to guarantee employment for the ensuing school year.

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Section 9.11.1.

The returning employee will be assigned to the position occupied before the leave of absence if such a position is available. If the position is not available, the employee will be assigned to a similar position in pay and benefits. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the employer to inform replacement employees of these provisions.

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Section 9.11.2.

23 24 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue.

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Section 9.12. Personal Leave.

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Employees shall be granted five (5) paid personal leave (employee's workday) for personal matters which requires that the employee be absent during the regular workday. Personal leave shall not be deducted from sick leave. Employees who are hired and begin work or return from a leave of absence prior to the end of the first semester, shall receive five (5) personal leave days. Employees who are hired and begin work or return to work from a leave of absence after the second semester has begun shall receive three (3) personal leave day.

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Employees may cash out up to five (5) days of personal leave at the end of the school year at their regular hourly rate of pay and processed in August. Processed in August means, the employee who chooses to cash out one (1) or more days (five [5] maximum) will get paid for those days in the August paycheck.

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Personal leave shall be used prior to being allowed to use leave without pay.

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Section 9.12.1.

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Employees will submit a request for personal leave to their immediate supervisor five (5) workdays in advance of the personal leave. Personal leave may be taken at the employee's discretion and no explanation is necessary; however, personal leave may not be used:

- The first week of school.
- The last week of school.
- To extend spring break or winter break.



However, an employee may submit a written request to the Superintendent to use personal leave during the above times for special circumstances (i.e., graduation, wedding, etc.) The decision to grant the request will be at the sole discretion of the Superintendent.

Section 9.13. Family and Medical Leave Act (1993).

District employees that have been employed during the previous twelve (12) months shall be eligible for Family and Medical Leave.

- A. *Eligibility*: Any employee shall be eligible for Family Leave.
- B. <u>Usage</u>: Employees shall be provided twelve (12) weeks of unpaid leave during any twelve (12) month period for any of the following reasons:
 - 1. To care for the employee's child after birth, or placement for adoption or foster care.
 - 2. To care for the employee's spouse, child, or parent who has a serious health condition.
 - 3. For a serious health condition of the employee.
- C. <u>Notification</u>: The employee shall provide the District thirty (30) workdays advance notice of his/her intent to use Family Leave when the need for the leave is foreseeable. The District may require medical certification to support a request for leave or to verify fitness to return to work.
- D. <u>Job Benefits and Protection</u>: The District shall the following provisions for employees who have worked at least twelve (12) months:
 - 1. Maintain the employees' full insurance benefits for the duration of the Family Leave.
 - 2. Grant, at the employee's request, his/her usage of accrued sick leave prior to his/her going on unpaid leave.
 - 3. Grant the employee his/her previous or similar position upon return from Family Leave.
 - 4. Maintain any employee benefits that accrued prior to the start of Family Leave.
 - 5. Employees hired as replacements for those on leave are not entitled to benefits.

Section 9.14. Washington Paid Family and Medical Leave (PFML).

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

- The District shall annually notify employees about the benefits available under PFML.
- Employees will be required to file a claim for PFML benefits with the Employment Security Division (ESD) at the following email address https://paidleave.wa.gov/get-ready-to-apply/. All payments will come from the ESD.
- Employees will be required to contact the Employment Security Guidelines to determine the amount leave available.
- To qualify for PFML, employees must work no less than eight hundred and twenty (820) hours in employment in Washington State during the qualifying period Employment Security will determine the employee's eligibility and benefit.
- Employees should go to https://esd.wa.gov/paid-family-medical leave/benefits or www.paidleave.wa.gov for all information pertaining to this leave.
- District and employees shall pay premium costs as per state law.



ARTICLE X

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JOB POSTING, PROBATION, SENIORITY AND LAYOFF.

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Section 10.1. Posting.

All new or open positions shall post both in-district and out-of-district concurrently for five (5) workdays Sections 10.5. and 10.5.1. shall apply.

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During the summer months and extended holidays, notice of classified positions will be posted in the District office, on the District website, sent to the President of the Association or designee, and mailed to each employee that has made a previous request in writing for such postings. Such employees shall provide stamped, self-addressed envelopes to the District office. Postings will be made as soon as positions are available and will remain open until the position is filled.

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Section 10.1.1. Hire Date.

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such seniority shall be lost as hereinafter provided.

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Section 10.1.2. Probation.

21 22 Any newly hired classified employee shall remain in a probationary status for a period of ninety (90) workdays following the hire date. During this probationary period, the District may discharge such employee at its discretion.

The hire date of an employee in the bargaining unit shall be established as of the date on which

the employee began continuous employment with the District (hereinafter "hire date") unless

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Section 10.1.3. Seniority Date.

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The seniority date of an employee shall be established as of the date on which an employee begins continuous employment within any job classification defined in Article I, Section 1.3. If more than one (1) employee is hired on a given day, seniority will be decided by a drawing of lots.

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Section 10.2. Loss of Seniority Rights.

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

A. Resignation.

- B. Discharge for justifiable cause.
- C. Retirement.

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Section 10.3.

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

- A. Time lost by reason of industrial accident, industrial illness or jury duty.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on other authorized leaves of absence, not to exceed one (1) year.

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Section 10.4.

45 46 Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I Section 1.3.

Section 10.5. Seniority Preferential Rights.

The employee with the earliest hire date shall have absolute preferential rights regarding shift selection, vacation period and special services (including overtime). The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with those individual's junior to him/her. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the Association President its reasons why the senior employee or employees have been bypassed.

Section 10.5.1. District-Wide Seniority Rights.

A minimally qualified employee with the earliest hire date within the district, applying for a position outside their classification, shall be given preference for new or open jobs or positions when ability and performance are substantially equal to those with later hire dates with the district, also applying for a position outside their classification. Minimally qualified employees within the bargaining unit, regardless of classification, shall be given preference over outside applicants for new or open jobs or positions, unless the outside applicant possesses ability and performance, relevant to the position in question, greater than the district employee. The District shall set forth in writing to the employee or employees and the Association President its reasons why the district employee or employees have been bypassed.

All in-district applicants shall be considered/interviewed prior to consideration/interviews of outside applicants.

Section 10.5.2. Job Assignment/Placement.

If an employee's job assignment is to change prior to the upcoming school year, the Supervisor/Principal shall notify the affected employee once the change is known.

Section 10.6.

An employee who changes job classifications within the bargaining unit shall retain his/her hire date in the previous classification, notwithstanding that he/she has acquired a new classification seniority date. The employee shall retain years of service credit in relation to their placement on the salary schedule.

Section 10.7.

In the event of layoff, employees so affected are to be placed on a re-employment list maintained by the District according to layoff ranking. Such employees are to have priority, except for current employees who have preference as provided in Sections 10.5., in filling an opening in the classification held immediately prior to layoff. Names shall remain on the re-employment list for two (2) years.

Section 10.7.1.

Whenever a classified employee's position is terminated, or an employee is laid off, or hours of an existing employee are reduced by more than sixty (60) minutes, that employee shall have the right to "bump" an employee with less seniority within the same job classification, even if that employee has more hours. During the school year the bumping process shall occur within ten (10) workdays from the notice of termination or being laid off. Section 10.6. will also apply for bumping.

Section 10.8.

- 2 Employees on layoff status shall provide the District with their current address and telephone
- number(s). Employees may also provide a current email address to the District. All information and
- 4 preference of notification method must be provided in writing to the District office. It is the
- 5 employee's responsibility to notify the District in writing of any change of address, phone number(s)
- 6 or email address.

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Section 10.9.

An employee shall forfeit rights to re-employment as provided in Section 10.7. if the employee does not comply with the requirements of Section 10.8, or if the employee does not respond to the offer of re-employment within twelve (12) workdays.

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Section 10.10.

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

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Section 10.11.

The District will provide a minimum of ten (10) workday's notice of layoff.

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Section 10.12. Seniority List.

The District shall provide the Association with an updated seniority list upon written request.

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ARTICLE XI

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INSURANCE AND RETIREMENT

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Section 11.1.

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

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A. Availability:

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1. Employees are qualified if they work or will work a minimum of six hundred thirty (630) hours during the year. Paid leave hours shall count towards the six hundred thirty (630) hours used to determine eligibility for benefits. For purposes of benefits provided under SEBB, a school year shall mean September 1 through August 31. The effective date of coverage is the first day of the month following the day the employee begins work.

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2. Open enrollment begins as per SEBB rules.

41 42 3. Individuals must enroll on-line themselves or with forms provided by SEBB.
4. SEBB insurance plan information shall be provided to eligible employees during orientation or within ten (10) workdays of hire and at each open enrollment.

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B. Benefits:

1. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance, and long-term disability insurance. Employees may select optional benefits at their own expense.

2. Employees will select a carrier approved by SEBB and available in the county they live in or as per SEBB rules.

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C. Premiums:

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

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D. Benefit Termination:

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Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e., the end of the school year), benefit coverage will continue through August 31 of that year.

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E. Implementation Issues:

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The parties agree to meet and negotiate, to the satisfaction of both parties, any discrepancies or disagreements that develop as the SEBB program is implemented.

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Should any contract language be found not to be allowed under State law and/or SEBB rules, State law and SEBB rules shall govern.

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Section 11.2.

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The District shall provide tort liability coverage for all employees subject to this Agreement.

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Section 11.3.

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The District shall make required contributions for Workman's Compensation Insurance on behalf of all employees subject to this Agreement.

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Section 11.4.

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The District shall make contributions to provide unemployment benefits for all employees subject to this Agreement.

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Section 11.5.

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The District shall report all employees' hours worked, whether straight time, overtime, or otherwise to the Washington State Public Employees Retirement System, which will determine the retirement eligibility of employees.

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Section 11.6.

41 42 43 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary.

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ARTICLE XII

DISCIPLINE AND DISCHARGE

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Section 12.1.

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in private, subject to Section 3.3.

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Section 12.1.2. Progressive Discipline.

The following steps, except for egregious cases, will normally be as follows:

- 1. <u>Pre-Discipline</u>: Informal supervisory counseling and restatement of expectations. A verbal warning is documented, is not part of the employee's personnel file and is part of the supervisor's working file.
- 2. <u>Written Reprimand</u>: Begins documentation of disciplinary action and shall inform the employee of consequences. This step/document is part of the employee's personnel file
- 3. Suspension (either short term or long term).
- 4. Recommendation for discharge from employment.

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Section 12.2. Drug Testing.

Mandatory testing for employees holding Commercial Driver's License (CDL) as required under the Federal Highway Administration rules (FHWA) on controlled substance use and testing shall be provided under the law and as follows.

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Section 12.2.1. Pre-Employment Testing.

Applicants for positions requiring a Commercial Driver's License, including current employees attempting to transfer to such a position, shall bear all costs associated with the required drug and alcohol tests.

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Section 12.3. Random, Post-Accident, and Reasonable Suspicion Testing.

Employees shall be tested in accordance with federally mandated laws on a random, post-accident, and reasonable suspicion basis for alcohol misuse and controlled substance use. In the event a test under any of the above circumstances for controlled substances is positive, it may be confirmed at employee's request. In the event an employee tests positive for any of the five (5) controlled substances specified in the law, this shall be cause for termination of employment. In the event an employee tests greater than point zero two (0.02) for alcohol, a confirming test will be administered after fifteen (15) minutes and before twenty (20) minutes has elapsed since the first (1st) test. In the event an employee tests greater than point zero four (0.04) for alcohol, this shall be cause for termination of employment. In the event a confirmed employee's test results are between point zero two (0.02) and point zero four (0.04) for alcohol, said employee shall be removed from duty for at least twenty-four (24) hours. An employee testing between point zero two (0.02) and point zero four (0.04) may be subject to disciplinary action up to and including termination. The employer may require a mandatory referral for an alcohol evaluation in the event employment is not terminated. The District will allow seven (7) working workdays for the employee to complete the mandatory referral. The employee must abide by the recommendations provided by the agency doing the evaluation prior to the return to work. Noncompliance will result in termination for cause. During this referral period, said employee will be on leave without pay.

Section 12.3.1. Returning to Work.

Before returning to work, an employee put on leave without pay due to a positive alcohol test must pass a return-to-duty alcohol test. Also, unannounced follow-up testing may be required as part of the treatment plan designed by the attending substance abuse professional. This testing would be done at the employee's expense.

Section 12.3.2. Test Records.

Drug and alcohol test results shall be kept at the Transportation Office separate from regular personnel files and maintained in such a manner as to insure confidentiality of all affected employees. Upon request, employees may view their drug and alcohol test results. Copies of any material contained in this file shall be provided to the employee upon request.

Section 12.3.3. Documentation.

In the event the District has reasonable suspicion to require drug or alcohol testing for an employee, the reasons shall be documented and kept in the confidential drug and alcohol file.

Section 12.3.4. Cost of Testing and Time.

The District shall pay laboratory costs for the initial drug and/or alcohol test under the random, post-accident, and reasonable suspicion provisions of the FHWA rules. Employee requested confirmation tests, or initial positive test results, shall be at District expense in the event the confirmation test following a positive result shows the initial test result to be false. If the requested confirmation test confirms the initial positive result, the employee shall pay all costs related to the confirmation test. The District shall reimburse any lost wages resulting from a false positive test result. Drivers will receive pay for all time of drug/alcohol testing if done outside their regular hours. Drivers shall receive pay for actual time required for testing, including travel time. Mileage at the District reimbursement rate shall be provided one way to the testing center in the event the employee does not return to work following the test, however, a negative test shall result in reimbursement of mileage both ways.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.1. Purpose.

The purpose of this procedure is to provide an orderly method of resolving grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretations or applications of the terms and conditions of this Agreement and to ensure that such grievances or complaints shall be resolved in strict compliance with this Article. A determined effort shall be made to settle such differences at the lowest level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times. The employee may be accompanied by representatives of the union at all steps of the grievance. Nothing contained in this Article shall limit the right of employees to pursue adjustment of their grievances according to RCW 41.56.080.

Section 13.1.1. Definitions.

A. <u>Grievant</u>: A grievant is an employee, or in the case of the union's contractual rights, the union.

- B. <u>Grievance</u>: A grievance is defined as a dispute involving the interpretations or application of the specific terms of this Agreement.
- C. Workdays: Workdays in this procedure are normal District office workdays.

Section 13.1.2. Timelines.

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

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

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

Section 13.2. Process.

<u>Section 13.2.1. Step 1. Informal Level – Submission of Grievance to Supervisor.</u>

Within thirty (30) workdays following the occurrence of the event giving rise to the grievance, the employee shall attempt to resolve the grievance informally with their immediate supervisor. The immediate supervisor shall respond informally within ten (10) workdays of the employee's presentation. The informal presentation and response at this level may be oral or written.

Section 13.2.2. Formal Level – Written Submission of Grievance to Supervisor.

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

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

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

Section 13.2.3. Step 3. Superintendent Level.

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



B. Union Grievance - A grievance which the Union may have against the employer, limited as aforesaid to matters dealing with the interpretation or application of terms of this Agreement relating to union rights, shall be commenced by filing in writing (in format of Step 2 above) with the Superintendent. Such filing shall be within thirty (30) workdays after the event is known or reasonably should have been known. The Superintendent will schedule a meeting to discuss the grievance within ten (10) workdays and issue a written decision within ten (10) workdays of the date of the grievance meeting.

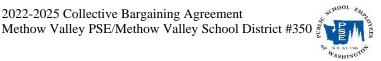
Section 13.2.4. Step 4. School Board Level.

If no settlement is reached in Step 3 and the union believes the grievance to be valid, a written statement shall be submitted within ten (10) workdays to the School Board, after receipt of the Superintendent's written response in Step 3. The grievance shall be heard by the School Board during an exempt, private portion of its next regular meeting, or at a special meeting to be held no more than thirty (30) workdays from submission of the written grievance to the Board. The grievant(s) shall be expected to appear before the Board, and to provide a presentation to the Board. A written statement of disposition shall be given to the aggrieved and the Union within ten (10) workdays of the meeting. If an agreeable disposition has been made, the aggrieved party shall terminate the grievance in writing within ten (10) workdays.

Section 13.2.5. Step 5. Arbitration.

If no settlement is reached in Step 4, the Union has the right to file a demand for arbitration as outlined below:

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



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Section 13.3. Binding Effect of Award.

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

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Section 13.3.1. Limits of the Arbitrator.

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

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Section 13.3.2. No Duty to Maintain Status Quo.

(1/2) of the stenographic cost.

The employer has no duty to maintain the status quo or to restore the status quo pending an 21 22 23

arbitration. But if return to status quo is ordered by the arbitrator, the return shall be affected as per the arbitrator's award.

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Section 13.3.3. Freedom from Reprisal.

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

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Section 13.4. Continuity of Grievance.

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

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Section 13.5. Grievance Release Time.

36 37 38 In the event the grievance or arbitration discussions occur during regular employment time, the District shall provide release time without loss of compensation limited to the grievant, required witnesses and one (1) Union Chapter Representative unless otherwise approved by the District. It is recognized that meetings and/or discussions to prepare for grievance and/or arbitration hearings are to take place outside the employee's work hours and are not to be compensated by the District.

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ARTICLE XIV

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SALARIES AND EMPLOYEE COMPENSATION

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Section 14.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours

worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

Section 14.2.

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

For the 2022-2023 school year, all steps on the Schedule A shall be increased by seven percent (7%) after classifications are adjusted.

For the 2023-2024 school year, all steps on the Schedule A shall be increased by five percent (5%) or IPD whichever is greater.

For the 2024-2025 school year, all steps on the Schedule A shall be increased by four percent (4%) or IPD whichever is greater.

Schedule A shall not be reopened during the term of this agreement. If IPD (Implicit Price Deflator) is replaced by the legislature, the parties will meet to discuss the impact.

Section 14.2.1.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the Terms and Conditions of Section 15.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 14.2.2.

Retroactive pay, where applicable, shall be paid on the first regular payroll following execution of this Agreement, if possible, and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Section 15.3., it shall be paid on the first regular payroll following agreement on such schedule if possible, and in any case not later than the second regular payday.

Section 14.2.3.

Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement.

Section 14.2.4.

 Any employee who changes job positions or classifications shall receive full longevity credit regarding step placement on Schedule A.

Section 14.3.

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

Section 14.4.

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the state rate for business travel.

Section 14.5.

Employees on District business authorized by the superintendent or designee shall be reimbursed for actual expenses not to exceed the GAO Lodging, Subsistence and Mileage Rates schedule.

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2022-2025 Collective Bargaining Agreement Methow Valley PSE/Methow Valley School District #350

as a member of the Association.



ARTICLE XV

TERM AND SEPARABILITY OF PROVISIONS

Section 15.1. The term of this Agreement shall be September 1, 2022 to August 31, 2025.

Section 15.2. All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 15.3. This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that the Agreement shall be reopened annually to renegotiate Schedule A (unless agreed otherwise), Article XI, Voluntary Employee Beneficiary Association (VEBA); and provided further, that this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which might arguably affect

the terms and conditions herein; or create authority to alter personnel practices in public employment.

Schedule A shall not be reopened during the term of the agreement.

Section 15.4. If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 15.5.

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

Section 15.6.

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 15.3.

ARTICLE XVI

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 16.1. The District employees shall have the right of self-organization, to legally assist employee's organizing and to bargain collectively. The parties recognize that any employee has the option of declining to join

Section 16.2. Political Action Committee.

- The District shall, upon receipt of a written authorization form that conforms to legal
- requirements, deduct from the pay of such bargaining unit employee the amount of contribution
- 4 the employee voluntarily chooses for deduction for political purposes and shall transmit the same
- 5 to the Union.

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Section 16.3. PSE Regular Dues Check Off.

- 8 The employer shall deduct PSE state dues from the pay of any employee who authorized such
- deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds
- deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948.
- 11 Transmissions will include payments and an electronic list of all represented employees with
- deduction amounts. Transactions will be received within five business days following payroll.
- Submissions are to include all employees covered by the Collective Bargaining Agreement. A dues
- remittance form needs to accompany the payment every month and include membership status
- 15 changes.

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Section 16.4. Authorizations and Revocations.

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

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

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Section 16.5. Hold Harmless.

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

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ARTICLE XVII

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EDUCATION AND TRAINING

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Section 17.1.

At District discretion, each bargaining unit employee may be eligible for two (2) workdays of indistrict or out-of-district training per year. Participants in out-of-district training sessions shall receive

paid release time, travel and room and meal expenses, plus paid tuition, if any. Expenses for in-district training sessions will be paid by the District, as well as paid release time; provided, if the training session is taking place during regular working hours.

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Section 17.2.

All regularly employed classified employees shall have a current First Aid/CPR training card. Prior to the end of each school year, First Aid/CPR training will be available at no cost to each employee. The District will provide the blood borne pathogen training at no cost to the employee. All employees shall be paid regular rate for attending First-Aid/CPR and blood borne pathogen training at the time specified by the District.

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Section 17.3. Vocational Training.

In the mutual interests of the District and Association, the District shall cause funds to be available which may be used by employees subject to this Agreement for vocational improvement.

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Section 17.3.1.

Such funds may be utilized for the following purposes, without limitation:

A. Salary and reimbursement for employees subject to this Agreement to attend recognized vocational courses.

B. Expenses and materials to establish courses of study within the confines of the District which would be of mutual benefit to the employee and the District.

C. Purchase of recognized vocational courses from local, State, or National Educational Institutes which would improve the potential of employees subject to this Agreement.

D. Expenses for employees subject to this Agreement to attend work related conferences.

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Section 17.4.

All regularly hired classified employees will receive a one hundred dollars (\$100.00) professional development stipend in any year in which of a minimum of eight (8) hours of professional development is completed.

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- A. All professional development must be approved in writing in advance by the Superintendent.
- B. Professional development covered under this Agreement will not be earned by attending required staff development on paid District time.
- C. Professional development will directly apply to employee job assignment.
- D. Proof of professional development will be recorded, dated, signed, and delivered to District.

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Section 17.5. Educational Stipends.

Annual stipends will be paid to employees working four (4) hours or more per day who hold an applicable skills certificate requiring one-hundred (100) or more clock hours to obtain an Associate of Arts degree, or a Bachelor's degree as follows:

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AA Degree Three hundred dollars (\$300.00) Apprenticeship or special skills certificate Three hundred dollars (\$300.00) **BA** Degree Five hundred dollars (\$500.00) Master's degree Six hundred dollars (\$600.00)

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Annual stipends will be paid to employees working less than four (4) hours per day who hold an applicable skills certificate requiring one-hundred (100) or more clock hours to obtain an Associate of Arts degree, or a Bachelor's degree as follows:

AA Degree	Two hundred dollars (\$200.00)
Apprenticeship or special skills certificate	Two hundred dollars (\$200.00)
BA Degree	Three hundred dollars (\$300.00)
Master's Degree	Four hundred dollars (\$400.00)

Employees shall receive only one (1) stipend for any of the categories listed. Once documented at the district office, the stipend shall be automatically included each year in the employee's wages.

Section 17.5.1.

New employees on probation will qualify for the above stipends upon completion of the ninety (90) day probationary period. Continuing employees who achieve a degree or certificate as specified above will qualify for the stipend upon providing documentation to the District Office.

Section 17.6. Paraprofessional Responsibilities.

The School District will provide support and appropriate funding as prescribed by law and OSPI.

District Responsibilities:

- 1. Provide two (2) days (fourteen [14] hours) of training to meet the requirements of PESB in the Fundamental Course of Study (FCS)/General Paraeducator Certificate for all current employees.
- 2. Arrange four (4) days (twenty-eight [28] hours) of training for new hires, within the first year of employment, to meet the requirements of PESB in the Fundamental Course of Study (FCS).
- 2. Provide training throughout the school year, to include but not limited to, early release days, professional days, and during conferences when possible.
- 3. Will make every effort to communicate to paraeducators at least two (2) days in advance when trainings will be offered.

Paraeducator Responsibilities:

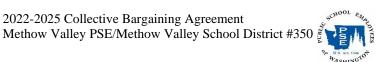
- 1. Register for and participate in courses provided by the District.
- 2. Maintain records of training, including course completion certificates.
- 2. Use the e-certification system to enter the completion of the Paraeducator Certificates. (No information is entered into e-cert until the FCS is completed, i.e., all twenty-eight [28] hours.)
- 3. Complete fourteen (14) hours of district provided training each year towards the Paraeducator Certificates.
- 4. If there are any legislature impacts to the paraeducator training or the completion of the Paraeducator Certificates, the District and PSE agree to bargain the legislative impact.

Section 17.7. High Needs Paraeducator.

A High Needs Paraeducator, as directed by the Special Education Director/designee, serves students who have been identified through the IEP process as requiring high needs/intensive support/particular health needs that must be met that might include handling of bodily fluids, diapering, stoma cleaning, tube feeding and other sensitive health needs.

1	High Needs Paraeducator will be compensated at a ra	te determined by Schedule A. One dollar (\$1.00)
2	per hour more than Teacher Parapro.	
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12	SIGNATUR	RE PAGE
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32	PUDITO GOLIOOT EMPLOMETO OF	
33	PUBLIC SCHOOL EMPLOYEES OF	
34	WASHINGTON/SEIU LOCAL 1948	
35	METHOMANA LEW CHAPTED	METHOW VALLEY SCHOOL DISTRICT #350
36	METHOW VALLEY CHAPTER	METHOW VALLEY SCHOOL DISTRICT #350
37		
38	BY: Note 9	BY:
39	Tricia Labanauskas, President	Tom Venable, Superintendent
40 41	THOIA LAVAHAUSKAS, FIESIUCH	Tom vehable, Supermendent
41 42	14 14 20	
42 43	DATE: 10-10-22	DATE:
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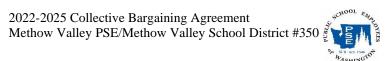
			dule A					
			y School I					
	Septeml	per 1, 202	22 - Augus	t 31, 2023	3	I		
Classification	YR 1	YR 2	YR 3-4	YR 5-9	YR 10-14	YR 15-19	YR 20-24	YR 25+
	22.50	20.50		04.70	25.04	05.00	00.11	00.07
SECRETARY	22.50	23.59	24.32	24.73	25.31	25.86	26.44	26.97
CUSTODIAL/MAINTENANCE/GROUNDS								
Custodian/Maintenance A	23.12	24.27	25.00	25.46	26.02	26.60	27.17	27.70
Custodian/Maintenance B	22.79	23.93	24.65	25.11	25.69	26.26	26.82	27.36
Maintenance/Grounds	22.48	23.61	24.34	24.80	25.38	25.95	26.51	27.05
Custodian	20.95	22.05	23.08	24.06	24.63	25.21	25.78	26.31
TRANSPORTATION								
Bus Driver	24.45	25.56	26.33	26.78	27.34	27.92	28.48	29.02
Mechanic	27.43	27.71	27.99	28.27	28.56	28.84	29.11	29.65
Bus Monitor	19.26	20.28	21.07	21.47	22.04	22.62	23.19	23.72
CHILD NUTRITION								
Head Cook	20.64	21.75	22.43	22.88	23.44	24.02	24.59	25.12
Assistant Cook	19.02	19.97	20.67	21.07	21.65	22.21	22.78	23.32
Lunchroom Assistant	17.72	18.82	19.51	19.86	20.43	20.99	21.57	22.11
PARAPROFESSIONAL								
Teacher Parapro	19.26	20.28	21.07	21.47	22.04	22.62	23.19	23.72
Integration Media Specialist	21.35	22.47	23.18	23.59	24.17	24.74	25.32	25.85
After-School Childcare Coordinator	19.19	20.20	20.99	21.40	21.97	22.54	23.11	23.65
Higher Needs Paraducator	20.26	21.28	22.07	22.47	23.04	23.62	24.19	24.72
SLP-A Parapro								
Without Certification	21.29	22.45	23.37	23.82	24.39	24.95	25.53	26.07
With Certification	26.48	27.83	28.90	29.41	29.99	30.56	31.13	31.66
Braille Specialist								
Without Certification	19.77	20.90	21.77	22.22	22.80	23.37	23.94	24.47
With Certification	26.66	27.89	28.88	29.36	29.93	30.50	31.07	31.61
PROFESSIONAL/TECHNICAL								
Registered Nurse	39.75	40.31	40.87	41.43	41.99	42.55	43.11	43.65
College and Career Advisor	31.57	32.11	32.67	33.21	33.77	34.31	34.87	35.41
Student Success Coordinator	25.97	27.07	27.80	28.19	28.76	29.34	29.91	30.44
					_			
MISCELLANEOUS								
Classified Substitute			or classif					
Certified Substitute			V, Section	•				
Swing shift differential is additional tw	-		-					
Graveyard shift differential is additional	-			ır.				
Bus Training Rate is an additional fifty o	ents (\$0.5	ou) per ho	our.					
8/8/2022	Effective	e Septem	ber 1, 20	22		PSE Sched	lule A 2022	2-23



Schedule B Methow Valley School District Classified Employee Evaluation Form

Employee:	Title:		Locatio	Location:		
Evaluator:	Title:		Date: _	Date:		
Additional input received from: _						
Evaluation type: Probation	on (180 workda	nys) 🗌 Annua	al Oth	er		
Directions: Complete the evaluation after appropriate boxes next to the descriptors required to explain the rating.						
1. Job Performance	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations		
a. Manages time efficiently.b. Solves problems effectively.c. Adjusts to new assignments/condition					I	
and is flexible to change. d. Is calm and objective under stress. e. Maintains confidentiality.						
f. Uses good judgment and makes decisi appropriate to the situation.g. Clothing and grooming are appropriat						
for position.						
Comments:						
2. Job Knowledge	Meets					
	expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations		
a. Has working knowledge/understanding of job.b. Demonstrates skill level appropriate						
to job. c. Understands/follows policies,						
procedures and practices established within district/building d. Successfully completes recommended						
training.						
Comments:						

3. Quality of Work	Meets			
	expectations	Meets	Area	Does not meet
a. Work quality meets expected	with excellence	expectations	For Growth	Expectations
standards.				
b. Works productively and efficiently.				
c. Show pride and interest in work.				
d. Understands and applies appropriate				_
safety procedures and practices.				
e. Maintains orderliness and cleanliness	·			
of work area(s).			Ш	
Comments:				
4. Quantity of Work	Meets	34		D
	expectations with excellence	Meets expectations	Area For Growth	Does not meet
a. Amount of work is consistent	with excellence	expectations	roi Giowiii	Expectations
with job descriptions.				
b. Demonstrates an understanding				
of responsibilities.				
c. Completes work/tasks in a timely				
manner.				
Comments:				
comments.				
5.0	M			
5. Communications	Meets expectations	Meets	Area	Does not meet
	with excellence	expectations	For Growth	Expectations
a. Communicates in a professional	iui execiienee	expectations	101 Glown	Expectations
manner.				
b. Listens attentively.				
c. Understands and responds appropriat	ely		_	_
to verbal and written communications.	닏			
d. Communicates clearly and effectively	у. Ц		Ш	Ш
Comments:				



6. Human Relations	expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
a. Treats students, staff and community with courtesy and respect.b. Gets along well with others.c. Works collaboratively with others.				
Comments:				
7. Work attitude a. Works cooperatively with supervisor,	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
staff, students, parents and community. b. Accepts direction, instruction and correction in a positive manner.				
Comments:				
8. Initiative	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
a. Demonstrates self-motivation.	expectations	Meets expectations		Does not meet Expectations
a. Demonstrates self-motivation. b. Exhibits creative thinking and	expectations			
a. Demonstrates self-motivation. b. Exhibits creative thinking and problem-solving skills. c. Willingness to exceed minimum	expectations			
a. Demonstrates self-motivation. b. Exhibits creative thinking and problem-solving skills. c. Willingness to exceed minimum performance as required by the job.	expectations			
a. Demonstrates self-motivation. b. Exhibits creative thinking and problem-solving skills. c. Willingness to exceed minimum	expectations			
a. Demonstrates self-motivation. b. Exhibits creative thinking and problem-solving skills. c. Willingness to exceed minimum performance as required by the job. Comments: 9. Attendance and punctuality	expectations			
a. Demonstrates self-motivation. b. Exhibits creative thinking and problem-solving skills. c. Willingness to exceed minimum performance as required by the job. Comments:	expectations with excellence	expectations	For Growth	Expectations

2022-2025 Collective Bargaining Agreement Methow Valley PSE/Methow Valley School District #350 $\frac{8}{5}$

10. Dependability	Meets	Monte	A	D	
	expectations with excellenc		Area For Growth	Does not meet Expectations	
. Anticipates what needs		1		•	1
and follows through. Derforms tasks and assi	anments				
vithout supervision.	giments				
c. Completes tasks in a tir	nely manner.				
Comments:					
Comments.					
	Ove	rall Performance			
	(Check	the Appropriate Bo			
Meets Expectations	Achieved excellence in mult	tiple categories; mo	odeled superior	performance	
With Excellence overall. Meets Expectations	Satisfied job requirements; e	evnectations have h	een met or evce	eded.	
Needs Improvement	Based on job description req				
	areas that need improvemen	t. (Assistance/impr	rovement Plan a	attached.)	
Unsatisfactory	Employee has not met expec (Assistance/improvement Pl		ed of substantia	al improvement.	
	(Assistance/improvement Fi	an anachen.)			
Goal areas for next year	(To be developed jointly betw	veen supervisor and	d employee.)		
Evaluator Comments:					

Evaluator Signature	Evaluator Title	Date
Employee Comments:		
Employee Signature	Employee Position	Date

The signature of the employee above does not necessarily imply that the employee agrees with the preceding report, but only that he/she has seen and discussed the evaluation with the evaluator.

A copy of this evaluation will be given to the employee within **one week** of completion of the evaluation process.

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948 METHOW VALLEY CHAPTER AND THE METHOW VALLEY SCHOOL DISTRICT #350 PURSUANT TO ARTICLE XV, SECTION 15.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

The classification of "Maintenance/Grounds" shall be renamed to "Custodial/Maintenance/Grounds" within the PSE bargaining unit.

For the 2022-2023 school year salary steps shall be:

Classification	<u>YR 1</u>	<u>YR 2</u>	<u>YR 3-4</u>	<u>YR 5-9</u>	<u>YR 10-14</u>	<u>YR 15-19</u>	YR 20-24	<u>YR 25+</u>
Custodial/ Maintenance/Grounds	22.93	24.06	24.79	25.25	25.83	26.40	26.96	27.50

This Letter of Agreement shall become effective September 1, 2022, shall remain in effect until August 31, 2023, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948

METHOW VALLEY CHAPTER

Tricia Labanauskas Chanter President

DATE: 11-22-22

METHOW VALLEY SCHOOL DISTRICT #350

BY:

Tom Venable, Superintendent

DATE: 11/22/22



Schedule A

Methow Valley School District

September 1, 2023 - August 31, 2024

		Ocptonia	1, 2025	August	1, 2027			
Classification	<u>YR 1</u>	<u>YR 2</u>	<u>YR 3-4</u>	<u>YR 5-9</u>	YR 10-14	YR 15-19	YR 20-24	YR 25+
<u>SECRETARY</u>	23.63	24.77	25.54	25.97	26.58	27.15	27.76	28.32
CUSTODIAL/MAINTENANCE/G	ROUNDS							
Custodian/Maintenance A	24.28	25.48	26.25	26.73	27.32	27.93	28.53	29.09
Custodian/Maintenance B	23.93	25.13	25.88	26.37	26.97	27.57	28.16	28.73
Custodian/Grounds	24.08	25.26	26.03	26.51	27.12	27.72	28.31	28.88
Custodian	22.00	23.15	24.23	25.26	25.86	26.47	27.07	27.63
TRANSPORTATION								
Bus Driver	25.67	26.84	27.65	28.12	28.71	29.32	29.90	30.47
Mechanic	28.80	29.10	29.39	29.68	29.99	30.28	30.57	31.13
Bus Monitor	20.22	21.29	22.12	22.54	23.14	23.74	24.35	24.91
CHILD NUTRITION								
Head Cook	21.67	22.84	23.55	24.02	24.61	25.22	25.82	26.38
Assistant Cook	19.97	20.97	21.70	22.12	22.73	23.32	23.92	24.49
Lunchroom Assistant	18.61	19.76	20.49	20.85	21.45	22.04	22.65	23.22
PARAPROFESSIONAL								
Teacher Parapro	20.22	21.29	22.12	22.54	23.14	23.75	24.35	24.91
Integration Media Specialist	22.42	23.59	24.34	24.77	25.38	25.98	26.59	27.14
After-School Childcare Coordina	20.15	21.21	22.04	22.47	23.07	23.67	24.27	24.83
High Needs Paraeducator	21.27	22.34	23.17	23.59	24.19	24.8	25.4	25.96
SLP-A Parapro								
Without Certification	22.35	23.57	24.54	25.01	25.61	26.20	26.81	27.37
With Certification	27.80	29.22	30.35	30.88	31.49	32.09	32.69	33.24
Braille Specialist								
Without Certification	20.76	21.95	22.86	23.33	23.94	24.54	25.14	25.69
With Certification	27.99	29.28	30.32	30.83	31.43	32.03	32.62	33.19
PROFESSIONAL/TECHNICAL								
Registered Nurse	41.74	42.33	42.91	43.50	44.09	44.68	45.27	45.83
College and Career Advisor	33.15	33.72	34.30	34.87	35.46	36.03	36.61	37.18
Student Success Coordinator	27.27	28.42	29.19	29.60	30.20	30.81	31.41	31.96
MISCELLANEOUS								
	YR 1 hourly r	ate for classific	cation					
Certified Substitute	\$28.00							
Swing shift differential is addition								
Graveyard shift differential is add		· / I						
Bus Training Rate is an additiona	al fifty cents (\$0.50) per hou	r.					



1	LETTER OF AGREEMENT
2	
3	THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING
4	AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL
5	1948, METHOW VALLEY AND THE METHOW VALLEY SCHOOL DISTRICT #350. THIS
6	AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XV, SECTION 15.3. OF THE
7	CURRENT COLLECTIVE BARGAINING AGREEMENT.
8	
9	
10	
11	The parties previously agreed to the following:
12	
13	
14	Section 14.2.
15	
16	For the 2024-2025 school year, all steps on the Schedule A shall be increased by four percent (4%) or
17	IPD whichever is greater.
18	
19	The attached Schedule A reflects the 4% increase for 2024-2025.
20	
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22	
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24	
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30	
31	This Letter of Agreement shall become effective September 1, 2024 and shall be attached to the
32	current Collective Bargaining Agreement.
33 34	Current Concerive Darganing Agreement.
35	
36	
37	
38	PUBLIC SCHOOL EMPLOYEES
39	OF WASHINGTON / SEIU LOCAL 1948
40	Of Wilding of Side Education
41	METHOW VALLEY CHAPTER METHOW VALLEY SCHOOL DISTRICT #305
42	
43	BY: BY: BY:
44	Tricia Labanauskas, Chapter President Tom Venable, Superintendent
45	
46	0/02/01/
47	DATE: 8/22/24

Letter or Agreement – 24/25 Schedule A Methow Valley PSE/Methow School District #350



Schedule A
Methow Valley School District
September 1, 2024 - August 31, 2025

Classification	YR 1	YR 2	YR 3-4	YR 5-9	YR 10-14	YR 15-19	YR 20-24	YR 25+
SECRETARY	24.58	25.76	26.56	27.01	27.64	28.24	28.87	29.45
CUSTODIAL/MAINTENANCE/GRO	OUNDS							
Custodian/Maintenance/Grounds Lead	26.29	27.54	28.34	28.84	29.45	30.09	30.70	31.29
Custodian/Maintenance/Grounds	24.89	26.14	26.92	27.42	28.05	28.67	29.29	29.88
Custodian	22.88	24.08	25.20	26.27	26.89	27.53	28.15	28.74
TRANSPORTATION								
Bus Driver	26.70	27.91	28.76	29.24	29.86	30.49	31.10	31.69
Mechanic	29.95	30.26	30.57	30.87	31.19	31.49	31.79	32.38
Bus Monitor	21.03	22.14	23.00	23.44	24.07	24.69	25.32	25.91
CHILD NUTRITION								
Head Cook	22.54	23.75	24.49	24.98	25.59	26.23	26.85	27.44
Assistant Cook	20.77	21.81	22.57	23.00	23.64	24.25	24.88	25.47
Lunchroom Assistant	19.35	20.55	21.31	21.68	22.31	22.92	23.56	24.15
PARAPROFESSIONAL								
Teacher Parapro	21.03	22,14	23.00	23.44	24.07	24.70	25.32	25.91
Integration Media Specialist	23.32	24.53	25.31	25.76	26.40	27.02	27.65	28.23
After-School Childcare Coordinator	20.96	22.06	22.92	23.37	23.99	24.62	25.24	25.82
High Needs Paraeducator	22.12	23.23	24.10	24.53	25.16	25.79	26.42	27.00
SLP-A Parapro								
Without Certification	23.24	24.51	25.52	26.01	26.63	27.25	27.88	28.46
With Certification	28.91	30.39	31.56	32.12	32.75	33.37	34.00	34.57
Braille Specialist								
Without Certification	21.59	22.83	23.77	24.26	24.90	25.52	26.15	26.72
With Certification	29.11	30.45	31.53	32.06	32.69	33.31	33.92	34.52
PROFESSIONAL/TECHNICAL								
Registered Nurse	43.41	44.02	44.63	45.24	45.85	46.47	47.08	47.66
College and Career Advisor	34.48	35.07	35.67	36.26	36.88	37.47	38.07	38.67
MISCELLANEOUS								

MISCELLANEOUS

Classified Substitute YR 1 hourly rate for classification

Certified Substitute

\$28.70

Swing shift differential is additional twenty cents (\$0.20) per hour.

Graveyard shift differential is additional forty cents (\$0.40) per hour.

Bus Training Rate is an additional fifty cents (\$0.50) per hour.

1 6/12/2024

Effective September 1, 2024

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PSE Schedule A 2024-25